

1. PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER
2. PRAYER OFFERED BY CITY CLERK SUSAN K. LOVERING
3. PLEDGE TO THE FLAG LED BY ALDERWOMAN LINDA HARRIOTT-GATHRIGHT
4. ROLL CALL
5. REMARKS BY THE MAYOR
6. RESPONSE TO REMARKS OF THE MAYOR
7. RECOGNITIONS
8. READING OF MINUTES OF PREVIOUS MEETINGS
  - Board of Aldermen..... 02/12/2020
  - Board of Aldermen (Mayor’s State-of-the-City Address) ..... 02/18/2020
9. COMMUNICATIONS REQUIRING ONLY PROCEDURAL ACTIONS AND WRITTEN REPORTS FROM LIAISONS
  - From: Joseph R. Olefirowicz
  - Re: PAC Project
  
  - From: Ernest DuVarney
  - Re: Requesting Feedback - 198 Knollwood Avenue
  
  - From: Teresa Moler
  - Re: In Favor of Performing Arts Center
  
  - From: Mary Theresa Freund
  - Re: In Support of Performing Arts Center
  
  - From: Geoffrey Norris
  - Re: In Support of Performing Arts Center
  
  - From: Kimberly Riley
  - Re: In Full Support of Performing Arts Center
  
  - From: Laura Telerski
  - Re: Family’s Full Support of Performing Arts Center Project
  
  - From: Ruby Shabazz
  - Re: Advocates for the Nashua Performing Arts Center
  
  - From: Judy Blachek
  - Re: Support for PAC
  
  - From: Paul Shea, Executive Director, Great American Downtown
  - Re: Great American Downtown Proud to Support PAC
  
  - From: Julie Norris
  - Re: In Support of Performing Arts Center

From: Michael Reinke  
Re: In Support of Performing Arts Center

From: Jamie Turbyne  
Re: Supporter of PAC

From: Michael A. Joseph  
Re: In Support of an Extension (PAC)

From: Gordon Jackson  
Re: Not in Favor of Performing Arts Center as Proposed

From: Laurie Ortolano  
Re: Request to Provide Documentation Showing Amount of Money Raised in Private Funds

From: Tom O'Loughlin  
Re: NO to Extend Deadline on Performing Arts Center

From: Ernest DuVarney  
Re: Movement of Responsibility for Parking Enforcement from the Police Department to the City of Nashua

From: Ann McNulty  
Re: Don't Spend Money on Performing Arts Center

From: Priscilla Tempelman  
Re: Sidewalks

From: David Pinsonneault, Secretary, Board of Library Trustees  
Re: Request for Joint Convention

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

9(b). COMMUNICATIONS REQUIRING FINAL APPROVAL

From: Jim Donchess, Mayor  
Re: Contract Award of 2020-2022 Cyclical Revaluation

From: Jim Donchess, Mayor  
Re: Contract Award with Conway Technology Group for Copier Purchase and Maintenance Agreements and with US Bank for the Lease of this Equipment

PETITIONS

Petition for Street Renumbering – Almont Street

10. NOMINATIONS, APPOINTMENTS AND ELECTIONS

Appointments by the Mayor

11. REPORTS OF COMMITTEE

Substandard Living Conditions Special Committee.....	02/13/2020
Joint Meeting - Planning and Economic Development Committee/ Committee on Infrastructure.....	02/18/2020
Finance Committee .....	02/19/2020

12. CONFIRMATION OF MAYOR'S APPOINTMENTS

UNFINISHED BUSINESS – RESOLUTIONS

**R-20-002**

Endorsers: Mayor Jim Donchess  
Alderman-at-Large Michael B. O'Brien, Sr.  
Alderman Patricia Klee  
Alderwoman-at-Large Shoshanna Kelly  
Alderman Richard A. Dowd  
Alderman Thomas Lopez  
Alderman-at-Large David C. Tencza

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$294,000 FROM THE COMMUNITY DEVELOPMENT FINANCE AUTHORITY INTO CAPITAL PROJECT GRANT ACTIVITY "INVESTMENT TAX CREDIT PROGRAM FOR THE PERFORMING ARTS CENTER"**

- Joint Meeting - Planning and Economic Development Committee and Committee on Infrastructure  
Recommend: Final Passage

**R-20-003**

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

**AUTHORIZING THE FILING OF APPLICATIONS AND EXECUTION OF GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR GRANTS UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED, FOR FISCAL YEARS 2021 AND 2022**

- Human Affairs Committee Recommends: Final Passage

**R-20-006**

Endorsers: Mayor Jim Donchess  
Alderman-at-Large Michael B. O'Brien, Sr.  
Alderman Patricia Klee  
Alderman-at-Large Shoshanna Kelly  
Alderman Richard A. Dowd  
Alderman June M. Caron  
Alderman Thomas Lopez  
Alderman-at-Large David C. Tencza  
Alderman Jan Schmidt  
Alderman-at-Large Brandon Michael Laws  
Alderman Linda Harriott-Gathright  
Alderman-at-Large Lori Wilshire

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$290,000 FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY INTO POLICE GRANT ACTIVITY "FY2020 OPIOID ABUSE REDUCTION INITIATIVE (OARI) GRANT"**

- Human Affairs Committee Recommends: Final Passage

**R-20-013**

**Endorsers:** Mayor Jim Donchess  
Alderman-at-Large Lori Wilshire  
Alderman Richard A. Dowd  
Alderman-at-Large Michael B. O'Brien, Sr.  
Alderman Patricia Klee  
Alderwoman-at-Large Shoshanna Kelly  
Alderman June M. Caron  
Alderman Tom Lopez  
Alderman-at-Large David C. Tencza  
Alderman Jan Schmidt  
Alderman-at-Large Brandon Michael Laws  
Alderman Skip Cleaver  
Alderman Linda Harriott-Gathright

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$24,972.80 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY INTO POLICE GRANT ACTIVITY "PROJECT SAFE NEIGHBORHOOD"**

- Human Affairs Committee Recommends: Final Passage

**R-20-014**

**Endorsers:** Mayor Jim Donchess  
Alderman-at-Large Michael B. O'Brien, Sr.  
Alderman Patricia Klee  
Alderwoman-at-Large Shoshanna Kelly  
Alderman June M. Caron  
Alderman-at-Large Ben Clemons  
Alderman Thomas Lopez  
Alderman-at-Large David C. Tencza  
Alderman Jan Schmidt  
Alderman-at-Large Brandon Michael Laws  
Alderman Skip Cleaver  
Alderman Linda Harriott-Gathright  
Alderman-at-Large Lori Wilshire

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$35,196 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES, EXOTIC SPECIES PROGRAM AND AUTHORIZING THE TRANSFER OF MATCHING FUNDS**

- Human Affairs Committee Recommends: Final Passage

UNFINISHED BUSINESS – ORDINANCES

NEW BUSINESS – RESOLUTIONS

**R-20-016**

**Endorser:** Mayor Jim Donchess

**AMENDING THE PURPOSE OF A FISCAL YEAR 2020 UNLIKE ESCROW FOR THE COMMUNITY DEVELOPMENT DIVISION**

**R-20-017**

**Endorser:** Mayor Jim Donchess

**RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF \$50,000 TO FUND A FEASIBILITY STUDY FOR THE FUTURE REUSE OF THE ELM STREET MIDDLE SCHOOL BUILDING**

NEW BUSINESS – ORDINANCES

**O-20-008**

**Endorsers:** Alderman-at-Large Ben Clemons  
Alderman Patricia Klee

**CHANGING THE STARTING TIME OF THE OVERNIGHT PARKING TIME LIMIT RESTRICTION IN CERTAIN LOCATIONS**

**O-20-009**

Endorsers: Alderman-at-Large Richard A. Dowd  
Alderman-at-Large Ben Clemons

**RELATIVE TO PUBLIC COMMENT**

**O-20-010**

Endorsers: Alderman-at-Large David C. Tencza

**CLARIFYING THAT COIN DEALERS ARE NOT SECONDHAND DEALERS**

PERIOD FOR GENERAL PUBLIC COMMENT

REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

Committee announcements:

ADJOURNMENT

Joseph R. Olefirowicz  
35 Newbury Street  
Nashua, NH 03060

City of Nashua Board of Aldermen  
City Hall  
Nashua, NH 03060  
(per e-mail)

Feb. 12, 2020

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Dear Board of Aldermen,

My name is Joseph R. Olefirowicz. Perhaps the name is recognizable from recent comments on Facebook regarding the PAC project, which have been further distributed in a recent *Union Leader* article addressing concerns about the PAC and its concept.

I am a Nashua resident since 2008, and since this relocation from Europe to Nashua: am the Minister of Music of The First Church (UCC) of Nashua, Artistic Director of the First Music Concert Series also in Nashua, and a freelance conductor and concert artist here and abroad, working in the genres of Musical Theatre, Opera, Ballet, Symphonic, Classical, Pops, Choral and Jazz music. As well, I am a trained theatrical lighting designer from four years of study at Ithaca College in New York State (*prior to VariLites and CAD becoming the norm*), learning this concurrently with my degree in *Direction for the Musical Stage*. – Essentially, a theatre kid at heart. With now a career at the console and on the podium.

It is wonderful that Nashua wishes to enhance the Arts in the city and help boost support of Downtown with a Performing Arts Center. However, as this project has now developed, and unfortunately has been honed down from its original vision: what you have now on the docket, *for a heckuva lot of money*, is NOT a PAC. It is a very expensive event center with theatrical elements. However, it is no-where near capable of accommodating most of the traditional “performing arts” in a larger scale already in the City: community organizations such as the ActorSingers or professional organizations like Symphony New Hampshire, which is one of the major professional Arts organizations crucial to Nashua’s (and New Hampshire’s) identity.

Yes, studies are quoted. Studies say we need a venue of Size X. There is a management company already eager to book the new venue with performing acts ready to use the space. But where is the vision here? Studies say one thing, but the Arts was never built on studies. Does one believe Picasso took a poll to see if someone would like his work? No. He painted. – Does an opera company not try to start up in a struggling market? No. Artists energize people, get them behind something grand and not-before-known as a need, have a vision and plant the seed. If we only build what we know, there can never be true growth. Dream. Build. And they will come. For this amount of money: dream BIG!

The seed was planted here. Marvelously. – But then it sequestered itself in its planning from even the most basic of contact to the Arts organizations in this community, of which First Music is one (*for instance*) but wouldn't necessarily have "use" for even a 700-seat venue, and relying on a natural (not sound enhanced) acoustic. As far as I could tell, public comment periods were not announced well at any point, and only recently has there been a deluge of opportunity for public comment, but unfortunately (for me personally), always in a rehearsal period here or time away abroad conducting.

I have had the fortune to work in, and also open- four to five newly-built and repurposed arts venue properties in Germany, from a range of 600-1800 seats. One even having a significant hotel and mall attached. - I have seen the process of a new design and worked first-hand on the load-ins of several original companies of Broadway shows in Germany, including a complete new-build of a theatre on Potsdamer Platz in Berlin by architect Renzo Piano. Watching the Nashua design and planning process proceed from a distance, I was greatly supportive, UNTIL the Alec's property location became the only option and started morphing the project into something that is far from a true Performing Arts Center.

If the intention of the new build is to ONLY accommodate modern genres of performer: rock, pop, some jazz, comedians, other small acts: by all means! But please don't call this a PAC. In only seeing the limited ground plans available to the public online, it is clear the lack of:

- An orchestra pit
- Wing space in any direction (*usually two areas to accommodate full sets moving on or offstage*)
- Proper "fly" space to make complete curtains, drops and sets disappear into the air
  - Dressing room space for chorus, ballet, or other larger ensembles
- A planned natural acoustic without sound enhancement (*or flex planning if both are wished*)
- Stage space to accommodate either existing organizations in their usual stage capacity

will NOT serve the community and professional organizations well in the long term! One is beginning to reach the finish line towards the Marathon of building *Court Street: the sequel*. A known space limited in its use, and completely unacceptable currently in its poor upkeep. (*Bless all the organizations that use it successfully! We need them and they need a home!*)

In limited speaking with either Arts Commission or PAC Steering members, criticism is clearly not wished and everyone simply quotes the "studies" – Well, if that is the "vision" – God help the taxpayer and the residents of this city who have looming fiscal issues coming up in the next years, without a current design that is NOT fully useful in its marketed intention, and seemingly being pushed through just for the sake of saving face.

When all this planning started, Elm St. Middle School was not yet to be closed. Placing the PAC at Keefe Auditorium was not an option, but it really is possible now. If one does not consider this: where do organizations like ActorSingers or Symphony NH have their future home base in Nashua? They can't, if Keefe disappears. And although the purpose of the PAC is to expand

smaller professional offerings to the city, at what cost to existing successful arts machines in the city who cannot use such a venue fully at such an enormous cost?

Imagine such a vision: a stunning new architectural glass enclosure flanking the current front and entire left side (enclosing the entire pillared entrance but allowing for a modern foyer, coat room and audience gathering space, new restrooms and a possible café?) – The opportunity to reconfigure the Keefe Auditorium to both modern seating standards (reducing capacity) and possible designing retractable walls to close the balcony, etc. for smaller arts events. (Or even acoustically alter the space for when lesser reverb is wished) – The chance to build a proper orchestra pit and expand wing and backstage space in an almost limitless fashion for a true Performing Arts Mecca for the city. To serve revitalization downtown and also keep the footprint of downtown from the Plaza to the top of Concord St? – Not simply down to City Hall and “we’re done.” – This is vision. This is something to get excited about.

The initial excitement for a new PAC downtown began to wane in arts circles here, in my opinion, when compromises were made to keep costs down. SPEND that extra \$10 million and build it right, once! – Look at your high schools. Both with mediocre performance auditoriums, when clearly the newer school could have had a much more substantial performance space which could have fulfilled such a need. But that point is long moot.

In the same way an 18-month extension was given to initial fundraising to plant the seed money needed for this project, I personally implore the board to allow itself the extra time to have the city explore Keefe as an option, now that this is suddenly on the table, and not make a rash decision for a design at the ALEC site that will not serve the needs of *all* performing arts for the coming generations.

With the known fiscal crisis of city employee’s insurance, a new Middle School on the horizon and those immense costs, an unknown fate of the Tannery property possibly needing taxpayer assistance for clean-up, the public support of this “PAC” project is at a low in the community. Many cannot tell you exactly why. But here on an artistic level, from a local resident working ardently in many genres of the Performing Arts industry worldwide, perhaps, please... take a step back to evaluate, but not kill the project. Make sure the right decision is made to support the Arts properly for the long term. Something Nashua can be excited about. All of Nashua.

Without any offense to multiple people I know personally on a few of these Commissions: please, guys – do the right thing for the project, and not just make sure there IS a project.

Respectfully submitted,  
**Joseph R. Olefirowicz**  
*(electronic e-mail signature)*  
35 Newbury Street  
Nashua, NH 03060

Disclaimer: the contents of this mail do NOT represent the opinion of The First Church of Nashua or the First Music Concert Series and are solely the personal opinion of Joseph R. Olefirowicz.

**Graham, Donna**

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**From:** Graham, Donna  
**Sent:** Monday, February 10, 2020 8:02 AM  
**To:** Ben Clemons; Board of Aldermen; Brandon Laws; Caron, June; Dowd, Richard; Harriott-Gathright, Linda; Lopez, Thomas; O'Brien, Michael; Schmidt, Jan; Tencza, David C.; Wilshire, Lori  
**Subject:** FW: Online Form Submittal: Contact Board of Alderman

FYI - see e-mail below.

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**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com) [<mailto:noreply@civicplus.com>]  
**Sent:** Monday, February 10, 2020 12:18 AM  
**To:** Legislative Office  
**Subject:** Online Form Submittal: Contact Board of Alderman

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

Contact Board of Alderman

First Name	Ernest
Last Name	DuVarney
Address	198 Knollwood Ave
City	Nashua
State	NH
Zip Code	03060
Phone Number	6038803096
Email Address	<a href="mailto:smartonesmart12@gmail.com">smartonesmart12@gmail.com</a>
Comments	I am respectfully requesting feedback regarding my concerns on the issue of the new Parking Enforcement Department. Please refer to my email sent to you on February 1, 2020 at 2:19 AM.  Thanks for your time!  E.

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**Graham, Donna**

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**From:** TERESA <t\_moler@comcast.net>  
**Sent:** Thursday, February 06, 2020 4:58 PM  
**To:** Board of Aldermen  
**Subject:** In favor of performing arts center

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

I am a puppeteer, artist, and performer and I am very much in favor of the city of nashua doing whatever possible to finish the performing arts center and securing funds to make my dream and others a reality.

Teresa Moler  
Blue String Marionettes  
Nashua, NH. 03063

Sent from XFINITY Connect App

## Graham, Donna

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**From:** mtbfmtbf@gmail.com  
**Sent:** Thursday, February 06, 2020 4:49 PM  
**To:** Board of Aldermen  
**Subject:** Performing Arts Center

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

To the Board of Alderman,

It has come to my attention that tonight there will be a meeting of the budget committee on extending or lifting the deadline requirement for fundraising for the Performing Arts Center. I have enthusiastically supported the Performing Arts Center Project since the idea first became public, and was one of the citizen majority who voted to approve it. A performing arts center would not only be a cultural boon for the city, but would be a source of revenue for the city and for local businesses.

Whenever Great American Downtown sponsors a cultural event, there is an influx of visitors from surrounding communities, from paid events like "A Taste of Downtown" to free events like "New Muse." It matters not if it is in winter, like the "Holiday Stroll," or more temperate seasons, like the "Roots Festival." For practical reasons, however, few events are held in colder seasons. The Performing Arts Center will be a venue to attract local and not so local patrons in all seasons.

While Nashua is a town with many advantages, one thing we lack is a regionally recognized performing arts center, which could attract both local performers and bigger names. My family personally travels to Boston, Lowell, Worcester, Hampton Beach, Concord (NH), Littleton (MA), even Portchester, New York to attend music concerts and cultural events. Even many smaller towns have public or private cultural centers like Tupelo's in Derry and Bull Run in Shirley, MA and The Monadnock Center in Peterborough. These venues draw audience from local and distant areas, and shows are routinely sold out. I was recently at a concert at Tupelo's and spoke to a woman from Beverly, MA, over an hour away when it's not rush hour. Nashua is so strategically placed; a performing arts center will surely be as successful. I, for one, will appreciate not having to drive to The Capital Center for the Performing Arts. A Nashua Performing Arts Center will be a source of pride, as well as revenue, for our community.

It is my understanding that the architectural plans have been drawn up, and a significant portion of the necessary private funds for this project have been raised, including a recent \$250,000 pledge from Bank of America. Perhaps the artificial threshold that was created after the public vote has not been reached, but it is within sight. Please do not let the Performing Arts Center - so far along in its planning, and supported by so many people - crash and fail. Please vote to eliminate, or to at least extend, the deadline for fundraising. The next phase of fundraising - from small donors in the public, has not yet even begun.

Sincerely,

Mary Theresa Freund

3 Masefield Road

Nashua

## Graham, Donna

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**From:** Graham, Donna  
**Sent:** Thursday, February 06, 2020 3:11 PM  
**To:** Ben Clemons; Board of Aldermen; Brandon Laws; Caron, June; Dowd, Richard; Harriott-Gathright, Linda; Lopez, Thomas; O'Brien, Michael; Schmidt, Jan; Tencza, David C.; Wilshire, Lori  
**Subject:** FW: Online Form Submittal: Contact Board of Alderman

FYI

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**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com) [mailto:noreply@civicplus.com]  
**Sent:** Thursday, February 06, 2020 3:00 PM  
**To:** Legislative Office  
**Subject:** Online Form Submittal: Contact Board of Alderman

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

### Contact Board of Alderman

First Name	Geoffrey
Last Name	Norris
Address	32
City	Nashua
State	NH
Zip Code	03064
Phone Number	<i>Field not completed.</i>
Email Address	<a href="mailto:gnorris@ltpartners.com">gnorris@ltpartners.com</a>
Comments	Good Morning,

I am writing to express my support for the Performing Arts Center. Nashua can only benefit from such an exciting endeavor, enhancing our downtown area and promoting economic development ultimately attracting more people to our city.

Thank you for your efforts.  
Geoff Norris

## Graham, Donna

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**From:** kimrileymusic <kimrileymusic@gmail.com>  
**Sent:** Thursday, February 06, 2020 2:56 PM  
**To:** Board of Aldermen  
**Subject:** Nashua Performing Arts Center

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

Hello,

I am writing today as a resident of Ward 1. I am in full support of making the proposed Performing Arts Center a reality.

This Center would be such a positive development for the downtown Nashua area.

Our local restaurants as well as retail small businesses would get an incredible boost as it would attract a number of customers from surrounding towns.

As an artist myself who spends much time entertaining our local Nashua patrons I can say that bringing a variety of art, music and theater would be met with a very positive reaction and greatly welcomed.

Our Nashua residents love music and the arts, they support our great live music here as well as special events being performed and held downtown.

As a resident of Nashua I can also say that a Performing Arts Center on Main Street would bring culture to our growing families and young people, from children to adults. The arts bring joy, life enrichment and education to all. It would be a wonderful addition to our city.

Thank you for your time,  
Kimberly Riley  
Ward 1  
[Kimrileymusic@yahoo.com](mailto:Kimrileymusic@yahoo.com)

Sent from my Verizon, Samsung Galaxy smartphone

## Graham, Donna

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**From:** Laura Telerski <lauratellerski@gmail.com>  
**Sent:** Thursday, February 06, 2020 1:45 PM  
**To:** Board of Aldermen  
**Subject:** Support for Performing Arts Center

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

I am writing to express my family's full support for the Nashua Performing Arts Center project and the reauthorization before the Board of Alderman. The establishment of the center will be a wonderful edition to our city and attract visitors downtown to enjoy a performance, while hopefully eating a meal, stopping for a drink, or exploring our shops. As a supporter of the arts in our schools, I am encouraged that our city has determined the arts is a priority for our community. Nashua has all the potential to become a destination for Southern New Hampshire and, while I know communicating the intricacies of the plan and fundraising to the general public has been a challenge, I support the next steps.

Thank you for your consideration of my comments.

Laura Telerski  
5 Shakespeare Rd.  
Nashua, NH

Laura D. Telerski  
[LauraTelerski@gmail.com](mailto:LauraTelerski@gmail.com)  
[LDT2@georgetown.edu](mailto:LDT2@georgetown.edu)  
(603)320-3957

**Graham, Donna**

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**From:** Ruby & The Groove <rubyandthegroove@gmail.com>  
**Sent:** Thursday, February 06, 2020 1:13 PM  
**To:** Board of Aldermen  
**Cc:** Ruby & The Groove  
**Subject:** Advocates for the Nashua Performing Arts Center

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

Good Afternoon,

To The Board of Aldermen:

My name is Ruby, the lead singer of R&B acoustic trio Ruby and the Groove from Nashua and we are advocates for the Nashua Performing Arts Center.

My bandmates and I believe that it is vitally important for Nashua and the community to have an establishment like the Performing Arts Center. Nashua is a city currently embracing a thriving art scene and can make the transition to a cultural destination! The Performance Arts Center can take Nashua to that next level and compete with other thriving NH cities like Manchester and Concord. It would be a great compliment to the night life of downtown, popular restaurants, breweries and boutiques.

The community is ready to support an Art Center and the time is right to develop one. The benefits will be economically and culturally rewarding for years to come. Please consider removing the mandate and extending the deadline to allow for the development of the Performance Art Center.

Sincerely,

Ruby Shabazz  
Ruby and The Groove  
978-905-1823

## Graham, Donna

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**From:** Judy Blachek <blachek560@yahoo.com>  
**Sent:** Thursday, February 06, 2020 12:55 PM  
**To:** Board of Aldermen  
**Subject:** Supporting the Performance Arts Center

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

Hello to the BOA,

I am unable to attend this evening's meeting, so I wanted to write to indicate my support for the PAC. I think this is a vital resource that our city needs in order to remain a vibrant, growing community.

While I wish that the original ballot question did not indicate a 2-year limit, I understand that the \$4 million dollars is no longer a requirement. Because of this, I ask that you support moving the PAC forward. While it did remove a building from the city's tax revenue, in the long run it will bring in more money to local businesses when people come to events at the PAC. More businesses will thrive, and that alone will increase our tax base.

I am a subscription holder at the Merrimack Rep Theater in Lowell and every time I go with my friends we have a meal out before the show. I have done the same at the Capital Center for the Arts in Concord. If we do this right, perhaps people from other communities will come up here to attend events and eat and shop in our city.

I for one would love to have an opportunity to have the arts center just a few miles from my house. My husband is older and doesn't like to drive at night. Going just a few miles would give us an opportunity to be more active and participate more in cultural activities. We could even Uber if we needed to.

Thank you for reading this, and for your service to our great city!

Best regards,  
Judy Blachek  
560 South Main Street

**Graham, Donna**

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**From:** Paul Shea <PaulWShea@downtownnashua.org>  
**Sent:** Thursday, February 06, 2020 11:02 AM  
**To:** Board of Aldermen  
**Subject:** Re: R-20-001  
**Attachments:** GADLetterhead2020\_Feb\_LetterToBOAonPAC.pdf

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

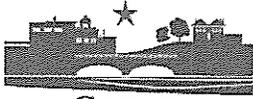
Dear Board of Aldermen,

Please see the attached letter, regarding the proposed amendment to the ordinance relative to the bond for Nashua's Performing Arts Center. Great American Downtown is proud to continue to support this important project, as we have throughout the process, and is enthusiastic about the impact it will have on the economic and cultural vitality of our community.

Sincerely,  
Paul Shea

-Paul Shea  
Executive Director  
Great American Downtown  
Office: 603-883-5700  
Mobile: 603-508-0687  
DowntownNashua.org  
Eat. Shop. Live. Local

Great American Downtown is a Nashua based 501c3 Nonprofit Corporation that provides coordination, collaboration and partnerships that unify the entire Nashua community around a common vision for an attractive downtown that is vibrant, viable and truly reflects the character of our city. Learn all about our wide variety of programs at [DowntownNashua.org](http://DowntownNashua.org)



**GREAT  
AMERICAN  
DOWNTOWN**

NASHUA, NH

6 Main Street  
Nashua, NH 03064  
603.883.5700

DowntownNashua.org  
Eat. Shop. Live. Local.

**Board of Directors**

**Chelsea Dennis**, President  
Bellavance Beverage Co.

**Steve Saxe**, Vice President  
AlphaGraphics

**Dan O'Donnell**, 2nd Vice  
President  
Keller Williams Realty

**Ryan Ruggiero**, Treasurer  
Triangle Credit Union

**Debra Rapsis**, Secretary  
The Paciello Group

**Mayor Jim Donchess**, Advisory  
City of Nashua, Mayor

**Tim Cummings**  
City of Nashua,  
Economic Development  
Department

**Lt. Patrick Hannon**  
Nashua Police Department

**Deputy Chief Glen MacDonald**  
Nashua Fire Department

**Phillip Scentsas**  
Scentsas Fine Jewelry

**Rep. Latha Mangipudi**  
NH State Representative

**Carol Eyman**  
Nashua Public Library

**Nicole Otis**  
Fratello's Italian Grille Nashua

**Tommy Parnell**  
CarGurus

 @DowntownNashua   
 FB.com/DowntownNashua

February 5, 2020

Nashua Board of Aldermen  
229 Main Street  
Nashua, NH 03061

Dear Board of Aldermen,

Today I am writing to you as the Executive Director of Great American Downtown, and on behalf of our Board of Directors. Our non-profit organization has a mission centered around economic and cultural vibrancy in Downtown Nashua.

You are in the process of considering a proposed update to the bond resolution for Nashua's future Performing Arts Center at 201 Main Street, which will lift the 2 year limitation on fundraising efforts for the center, while leaving in place the objective of raising at least \$4million from the private sector to support the project. We are in favor of this update. The changes will allow for fundraising to continue toward the project, and advance the project into a shovel ready position as the change relates to financing and availability of funds, in the interest of incorporation of New Market Tax Credits into the private side of the project capital to be raised. NMTCs are projected to help the project team well exceed the initial \$4million, to a total projection of \$6.5million in outside revenues.

We recognize that in the second half of 2019 detailed architectural renderings have been developed, a non-profit to support the overall organizational structure has been established, and the project has already garnered a significant amount of financial support in the short window since those essential components in the fundraising process have gone into place.

Recommended in the City of Nashua's 2000 Master Plan, the 2003 Downtown Master Plan, the 2015 Nashua Arts and Culture Plan, and by the Performing Arts Center Feasibility Study - the vision for the Performing Arts Center has been developed and refined over many years with great attention to "getting it right." Nashua stands to benefit from that good work, as we approach execution in the months ahead.]

We commend the Board of Aldermen, the Performing Arts Center steering committee, and Nashua Community Arts as they continue to do this in depth work, which will ensure that both the capital campaign and long term operation of the facility are successful. It is in your dedicated work and diligence that we will see the Performing Arts Center thrive, and in doing so, bring more opportunities for enjoyment and economic growth to our Downtown and to our city as a whole.

Thank you for all that you do to continually improve city life, to bring arts and culture to all citizens of Nashua and the surrounding area, and thank you for your continued support for making this community vision a reality.  
Sincerely,

Paul Shea, Executive Director  
Great American Downtown Inc  
Hunt Memorial Building  
6 Main Street  
Nashua, NH 03064  
603.508.0687 m  
603.883.5700 o

PaulWShea@DowntownNashua.org

*Great American Downtown, Inc is a 501(c)(3) Nonprofit Organization, donations to which are tax deductible to the fullest extent allowed by law. Our mission is centered around promoting and building upon the economic and cultural vibrancy of Downtown Nashua through creative marketing and great community events.*

**Graham, Donna**

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**From:** Graham, Donna  
**Sent:** Thursday, February 06, 2020 8:42 AM  
**To:** Board of Aldermen  
**Subject:** FW: Online Form Submittal: Contact Board of Alderman

FYI - See e-mail below.

Donna

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**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com) [mailto:noreply@civicplus.com]  
**Sent:** Thursday, February 06, 2020 8:35 AM  
**To:** Legislative Office  
**Subject:** Online Form Submittal: Contact Board of Alderman

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

Contact Board of Alderman

First Name	Julie
Last Name	Norris
Address	32 Edgewood Ave
City	Nashua
State	NH
Zip Code	03064
Phone Number	<i>Field not completed.</i>
Email Address	<a href="mailto:gandinorris@gmail.com">gandinorris@gmail.com</a>
Comments	Good Morning, I am writing to express my support for the Performing Arts Center. My husband and I often go to Manchester and Concord for various events and would definitely support this venue. The PA Center be an economic boost to Nashua by attracting more businesses and residents to the city as well as creating many jobs. A win for all! Thanks for your efforts. Sincerely, Julie Norris

## Graham, Donna

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**From:** Michael Reinke <mbreinke@gmail.com>  
**Sent:** Wednesday, February 05, 2020 10:06 AM  
**To:** Board of Aldermen; Shea, Paul  
**Subject:** The Downtown Performing Arts Center

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

To all concerned,

My name is Michael Reinke. I live at 35 Lock St. and I am writing in support of the Performing Arts Center and the bond which will make this project possible.

There is a hymn which begins "Once to every man and nation comes the moment to decide". This is Nashua's moment to decide what we want to be.

Over the years, development on Daniel Webster Highway to the south and 101A to the west has encouraged retail businesses to leave the downtown just as an increasing number of Nashuans (40% at most recent count) head south of the boarder to go to work. In my time living here, I have met a surprising number of residents who have lived here for a decade or longer and have never visited our downtown.

Every individual, every organization, every community needs to have a center to which it returns, a center which holds things together as the winds of time blow. It is hard to imagine a better center to Nashua than our existing downtown nor any other viable alternative.

Two years ago, when I spoke to the Board of Alderpeople, I referred to a town in Maine which faced a similar question. The City of Belfast had recently built a brand new bridge crossing the Bay and there were calls to tear the old bridge down. "Why should we pay for the maintenance of an old bridge that will never again be used for auto traffic?" was the thought. Those concerned with the short term expense failed to see how this same bridge could be an anchor to bring people down to the water and revitalize a struggling downtown. 40 years ago, Waldo County, in which Belfast is located, was not just the poorest county in the State of Maine but among the poorest in the entire United States. Today, housing prices in the City have more than doubled with companies like Bank of America choosing to locate a service center within the City limits.

The City of a Nashua has a choice. Do we want to be a bedroom community for Burlington, Manchester, and Lowell or do we want to be the destination people think of as the best place not just to live but to work and play.

We have the opportunity to make that choice today. I urge you to shine a bright and joyous light on the future of our downtown.

Sincerely,

Michael  
Michael Reinke  
35 Spring St. Nashua, NH 03064

## Graham, Donna

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**From:** Jamie Turbyne <jamie.turbyne@gmail.com>  
**Sent:** Wednesday, February 05, 2020 8:45 AM  
**To:** Board of Aldermen  
**Subject:** Performing Arts Center

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

Hi,

My name is Jamie Turbyne and I live at 35 Chester St, within Ward 3. I have been a supporter of the PAC from day 1, and I continue to be now. I would like to urge the BoA to continue down the path of realizing the PAC and making it a reality for our city. The Nashua downtown needs an anchor, it needs a place that will bring a constant flow of people to see shows, have dinner at our fantastic restaurants and check out all the other shops and small businesses in the area.

Nashua sits in the heart of a very dynamic region. Nashua, as a city, needs to offer a compelling set of attributes to attract new residents and businesses, as well as keep the ones it already has. Ultimately, Nashua is in competition with the cities and towns in the area to represent itself in the best way possible to bring new people in and expand its tax base. A vibrant downtown, anchored by a Performing Arts Center, would make the city exciting, it would offer a constant stream of entertainment, engagement and involvement with the citizens of not just the city, but the entire region.

Extending the deadline to raise the necessary funds for the PAC makes sense. It's a massive project, and massive projects take time. The ownership of raising those funds is still in the hands of those, such as myself, that view this project as a future crown jewel of the city. It's a vote for more time, time that is needed to realize the vision.

I urge you to support this, I urge you to support the vision of a Performing Arts Center at 201 Main St. as a key driver to keep pushing Nashua forward towards a brighter future.

Thank you,

-Jamie Turbyne.

## Graham, Donna

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**From:** wa1jsb@yahoo.com  
**Sent:** Wednesday, February 05, 2020 8:44 AM  
**To:** Board of Aldermen; Paul Shea  
**Subject:** PAC

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

Dear members of the Nashua Board of Aldermen and Alderladies:

I am writing in support of an extension to the period for reaching the private funding goal for the City's Performing Arts Center (PAC). There are several reasons. I) The PAC's continued development is an important element in the continued growth of our downtown area.

II) The City has already made positive strides, in drawing people from the region to Main Street and the surrounding streets This effort has included the beautification of the area, and the establishment of Great American Downtown. GAD has sponsored tremendously popular events that have drawn thousands of people. Family events in the downtown area boosts our economy and lowers crime rates.

III) As a downtown resident, I applaud your efforts, and those of Mayor Donchess, to bring more housing, including affordable housing, to the downtown area. I enjoy walking to the many venues and opportunities available for gathering, in community, for these enjoyable community-wide events! The Downtown merchants have responded, in kind, by having special events themselves, in sync with these GAD events. The merchants are very conscious of the importance of supporting such events, as a key windfall toward the income of each establishment.

IV) Finally, I also applaud Nashua's history in supporting the arts! I have been able to volunteer my services at several of these.

There is obviously an indication here, that the City leadership has understood the value of the arts as, not only enjoyable in attending the events themselves, but also as an enjoyable and invaluable escape from the strains and stresses of everyday life. Nashua is much more in tune with this that other cities is our area, and more in line with Worcester, and even with Boston itself. For example, I just attended one of the finest string quartet programs I've heard this past Sunday, by The Symphony New Hampshire String Quartet at Good Shepherd Episcopal Church.

I remind you, once again, of the lyrics of Petula Clark's 1964 hit, "Downtown". It's far too important to ignore. Therefore, I urge you to vote to extend the private fundraising period for the PAC.

Michael A. Joseph

## Graham, Donna

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**From:** Gordon T Jackson <gtjackson987@gmail.com>  
**Sent:** Monday, February 03, 2020 5:32 PM  
**To:** Board of Aldermen  
**Subject:** Performing Arts Center (PAC)

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

As a former performing musician, I have frequented many venues across the country, working back stage on occasion and, building studios as well. **I am in not in favor of the current Performing Arts Center as proposed.** What I envision for the arts community in Nashua would accomplish far more.

Good fortune has given me the opportunity recently to visit two remarkable facilities that support of the arts. One in the city of New Orleans, Louisiana, and the other in Ajo, Arizona. (see links below) Housed in what was previously used, multi-floor school buildings, they now provide much needed housing for the artisan community as well as space for practice, study, and rehearsal/performance and art exhibition. This is a community where communication and collaboration is nurtured. A laboratory for development of new artistic ideas. A place where adjunct supply or market businesses can grow. Not just for performing arts, but all of the art forms. The list of possibilities is endless.

This space is available to us now. Future and current generations have invested wisely in one of the finest performance spaces in New Hampshire. O'Keefe Auditorium and the Elm Street Middle School. Continuing development and renovation of this historic landmark are well within the confines of the established plans we have set out for ourselves/our city. Much of the organizational structure is already in place.

I quote from the City of Nashua study on performance arts. *"To this end, the Master Plan recommends creating a second retail node along Main Street South between Otterson Avenue and Salmon Brook Park. Anchored by the recently renovated Globe Plaza, now the Main Street Marketplace, the Main Street South retail node will complement, but not compete with Main Street North."*

May we, as a city -- as a community, pause and give thought to what might be. An artistic Meca, the likes of nowhere else in New England.

Gordon Jackson  
59 Cheyenne Dr.  
Nashua, NH 03063

<https://curleyschool.com/>

<https://www.cnn.com/2019/12/06/opinions/small-town-ajo-arizona-heal-divide-fallows/index.html>

<https://www.artspace.org/bell>

**Graham, Donna**

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**From:** Laurie Ortolano <laurieortolano@gmail.com>  
**Sent:** Saturday, February 01, 2020 8:14 PM  
**To:** Board of Aldermen  
**Subject:** PAC \$4 milliion in public funds

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

Board members,

Could you tell me or provide me with any document that you might have the would show the amount of money raised of the \$4million in private funds for the performing arts center.

I did read in the Telegraph about Bank of America pledging \$250,000 to the PAC. I am interested other funds raised.

I am going to assume that if you are voting to extend the deadline, that you have the amount raised. Please let me know if the information you provide includes the BoA investment.

Laurie

**Graham, Donna**

---

**From:** Tom O'Loughlin <tom.oloughlin@gmail.com>  
**Sent:** Saturday, February 01, 2020 3:03 PM  
**To:** Board of Aldermen  
**Subject:** Performing Arts Center - Please to vote to NO to extend the deadline

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

All -

I urge you all to vote to NO to extend the deadline on the Performing Arts Center, R-20-001 / 2nd Amendment R-18-001.

This referendum was passed by the voting public with very specific criteria.

In changing that criteria, it's no longer something that the people voted for, it's Government telling the people: "we know better than you do, now shut up and pay."

Referendum votes are for the people to decide, you all get to decide everything else that we have to pay for.

I will be in attendance at the Public Hearing; I already have my comments prepared and printed.

Regards,

Tom O'Loughlin  
9 Nichol Ln.  
Nashua, Ward 5

ATTENTION: FULL BOARD OF ALDERMEN

February 14, 2020

I am forwarding this copy to you, so that all can share in my effort toward Alderwoman Ms. Wilkshire in attempting to explain my concerns regarding the movement of responsibility for Parking Enforcement from the Police Department to the City of Nashua.

On Feb 13, 2020, at 1:14 PM, Ernest DuVarney

<[smartonesmart12@gmail.com](mailto:smartonesmart12@gmail.com)<<mailto:smartonesmart12@gmail.com>>> wrote:

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

You are missing the hole point that I have been attempting to get people like yourself to understand.

Why is it so difficult for anyone to understand the following:

1. I agree that they are doing the best job that they can and that they have limited resources.
2. The turn-around time by our current city employees leaves a lot to be desired, compared to what the Police Department was performing.

EX: We do not necessarily respond immediately to phone calls vs. what the Police were doing.

In fact, I experienced that it took over one hour to get back to me. Big Difference!

In Addition: If you listen to the recording it tells you that it could take as much as two days to return your call.

This is definitely not the procedure the Police Department was administering to this task.

3. The Mayor is promoting the theory that we are experiencing a better result, by \$50K vs. what the Police Department was doing.

Excuse me but, anyone can show a savings especially when there is a lower amount of manpower

time devoted to this effort, vs. what the Police were doing.

Furthermore, he ignored the part of my emails that emphasize that we are understaffed/not responding

equally to what the Police Department was doing.

4. What I have been saying all along is that Jill is overburdened in such a way that she has difficulty in responding to all of the effort assigned to her.

I am saying this because when I spoke to her directly she essentially said exactly that.

In summary, I have been saying that we can't take the proud position that we are fulfilling the departmental requirements equally to what the effort the Police Department was offering.

Therefore, for one thing, there is no \$50K benefit by what we are doing vs. what the Police were doing.

That is actually a bogus analysis. It does not consider all of the pertinent facts when arriving at this conclusion. If everyone is thinking that way as the Mayor does then they are kidding themselves into a false sense of security, is what I call it.

Based upon what you have written, all I can say at this point to everyone is GOOD LUCK !

E.

**Graham, Donna**

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**From:** Ann McNulty <ann.mcnulty@aim.com>  
**Sent:** Saturday, February 01, 2020 12:18 AM  
**To:** Board of Aldermen  
**Subject:** Performing arts

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

I dont believe the city of nashua needs to spend money we dont have on a performing arts center. The money can be used wisely someplace else and help keep property taxes lower..

## Graham, Donna

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**From:** Priscilla Tempelman <priscilla-t@comcast.net>  
**Sent:** Saturday, February 15, 2020 10:56 AM  
**To:** Lopez, Thomas  
**Cc:** Clemons, Benjamin; Kelly, Shoshanna; Laws, Brandon; Tencza, David; Wilshire, Lori; O'Brien, Michael (Alderman); Graham, Donna  
**Subject:** Sidewalks

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

Dear Folks,

I thought perhaps you would be interested in reading the letter I sent to Mayor Donchess yesterday after a harrowing walk along the DWH to get from the bus stop to Trader Joe's. Sidewalk snow removal on the very busy main thoroughfares of Nashua has long been an issue with me, especially after a large snowfall when the snow of the street is pushed on to the sidewalks which directly adjoin these streets. Even without snow, the pedestrian is but an arm's length from the traffic which usually moves at a much faster rate than the 25 mph speed limit.

I urge all of you to carefully consider the life-threatening implications of this especially in the "tree street area" where I live and where many folks walk to the grocery, pharmacy, and other businesses in this area.

And I challenge you to the same one I issued to the Mayor. The bus service in Nashua is splendid but if you have to climb over a snow bank to get into or out of a bus and then walk on a busy street to get to your destination, it becomes another story!

Thank you, Priscilla Tempelman

Dear Mayor Donchess,

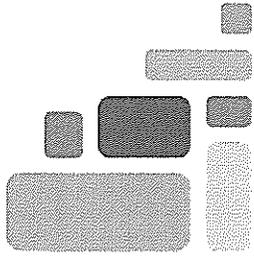
I challenge you to get on a city bus this day, or better yet, tomorrow when it will be viciously cold. Take the #6 or 6A to Trader Joe's in south Nashua (the buses leave the Terminal on the quarter hour) as I did today to purchase a few groceries (a bunch of bananas, 2 cans of beans, 2 boxes of crackers, a pound of carrots, a package of English muffins, and a half gallon of milk, and a little bag of stroopwafels). You will be impressed by the cleanliness and comfort of the ride, the friendliness of the driver, the cross section of citizens who use the bus. If you're an old codger like I am, the ride is free!!!

And just when you get warm and comfortable you can imperil your life by walking on what you assume is the sidewalk under the snow and ice, or cross the DW Highway and imperil your life by walking directly on the shoulderless road against oncoming fast-moving traffic. The sidewalk on that side of the street is the last to get the sun and thus still with full snow cover. If you choose that imperilment, you might amuse yourself observing varieties of disgruntled faces and deciphering the angry epithets every driver in his nice climate controlled comfort is hurtling at the old fool walking in winter weather. And just for additional challenge, imagine that you are nearly 80 years old.

Pick up your groceries and reverse the process. You can catch a return bus on the Trader Joe side of the highway or, if you don't mind a little detour around The Mall, on the opposite side of the DWH where you disembarked. If you see the bus rolling by, don't

worry, there will be another one in a half hour, more or less. And there's nothing like a sunny cold winter day in New Hampshire.

Please let me know how it goes...(and thank you for endorsing Mayor Pete)



# Nashua Public Library

February 12, 2020

Ms. Lori Wilshire, President  
Nashua Board of Aldermen  
City of Nashua, NH

Dear President Wilshire,

The Board of Library Trustees requests a Joint Convention with the Mayor and Board of Aldermen for the purpose of placing the name of Linda LaFlamme in nomination as Library Board Trustee for a seven-year term to expire on March 31, 2027.

Sincerely,

A handwritten signature in black ink, appearing to read "David Pinsonneault". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

David Pinsonneault, Secretary  
Board of Library Trustees  
Nashua Public Library

cc: James Donchess, Mayor

# Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Mayor Jim Donchess

Date: 2/20/2020

Re: Contract Award of 2020 -2022 Cyclical Revaluation

Pursuant to NRO § 5-90 (E) which states that approval by the Finance Committee of a contract award in excess of \$1,000,000 shall be submitted to the full Board of Aldermen at its next regularly scheduled meeting for final approval prior to award of the contract.

The Finance Committee approved and placed on file the notification of the award of the referenced contract at their February 19, 2020 meeting. I am requesting the approval of the full Board of Aldermen for the award of the following contract, which is over \$1,000,000.

2020 -2022 Cyclical Revaluation - Included is the Purchasing Manager's Memo #20-083 regarding the award of this contract to the Finance Committee dated February 13, 2020. The total contract value is \$1,125,000.

Pursuant to NRO § 5-74 (B), which states that a contract that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated for this purpose shall be approved by the full Board of Aldermen before the contract shall become binding on the City.

The Finance Committee approved and placed on file the notification of the award of the referenced contract at their February 19, 2020 meeting. I am requesting the approval of the full Board of Aldermen for the award of the following contract, which is a five year contract.

2020 -2022 Cyclical Revaluation - Included is the Purchasing Manager's Memo #20-083 regarding the award of this contract to the Finance Committee dated February 13, 2020. This is a three (3) year contract.

Cc

Donna Graham, Legislative Affairs Manager



# THE CITY OF NASHUA

*Administrative Services*

*Purchasing Department*

*"The Gate City"*

February 13, 2020  
Memo #20-083

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: 2020-22 CYCLICAL REVALUATION CONTRACT (VALUE: \$1,125,000)  
DEPARTMENT: 132 ASSESSING; FUND: BOND

Please see the attached communication from Kim Kleiner, Director of Administrative Services, to Mayor Donchess, dated February 13, 2020 for information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Director of Administrative Services and the Purchasing Department recommend the award of this contract to **Vision Government Solutions of Hudson, MA** in the amount of **\$1,125,000**.

Respectfully,

Dan Kookan  
Purchasing Manager

Cc: K. Kleiner J. Graziano

# Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Jim Donchess

Date: 2/18/20

Re: Contract Award with Conway Technology Group for Copier Purchase and Maintenance Agreements and with US Bank for the lease of this equipment.

Pursuant to NRO § 5-74 (B), which states that a contract that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated for this purpose shall be approved by the full Board of Aldermen before the contract shall become binding on the City.

These contracts are each under the \$25,000 threshold so they were not sent to the Finance Committee for approval. A copy of the Sales Agreement, Maintenance Agreement and the Lease Agreement are included and details the specifics of the purchase. I am requesting approval of the full Board of Aldermen for the award of the following contract:

Contract Award with Conway Technology Group and US Bank. These are five (5) year contracts.



A Xerox Company

# SALES ORDER

v2019.004.15624

Delivery Date: February \_\_\_\_\_, 2020

BILL TO			SHIP TO		
Company:	City Of Nashua - CO257:100912		Company:	City Of Nashua - CO257:100912	
DUNS #	026059233		Contact:	Dan McMullen - Mgr. I.T. Services	
Address:	229 Main St		Address:	229 Main St	
Address 2:	Attn: Accounts Payable		Address 2:	Print Shop - Ground Level	
City/ST/ZIP:	Nashua, NH 03060		City/ST/ZIP:	Nashua, NH 03060	
Phone / Fax	603-589-3183		Phone / Fax	603-589-3183	

Salesperson	P.O. #	Tax Exempt #	Terms	Territory
Steve Regan			60 Month Fair-Market Value Lease	COP:MajorAcct2

Quantity	Equipment	Description	Serial #	Mo. Payment	Term Total
1	C9065XLS	Xerox Color PrimeLink C9065		Included	\$ -
1	498K18100	Integrated EFI Mount Kit		Included	\$ -
1	097S04618	V80BRBOOK/BRBMFIN - Business Ready Finisher w/ Booklet Maker		Included	\$ -
1	097S04610	Vertical Transport		Included	\$ -
1	097N02339	ENTRYEFI - Xerox® EX-c C9065/C9070 Print Server Fiery Entry Level DFE		Included	\$ -
60	Monthly Pay.	60 Month Fair-Market Value Lease		\$ 399.98	\$ 23,998.80
				\$ -	
				\$ -	
				\$ -	
				\$ -	
		U.S. Bank charges a onetime Doc Fee of \$99		\$ -	
		And requires cert. proof of Property Insurance			

<b>Beginning Copy Count:</b>			<b>Sub Total</b>	\$ 23,998.80
EQUIPMENT TRADED IN: <input type="radio"/> Customer Trade-In <input type="radio"/> Competitive Buyout <input checked="" type="radio"/> Lease Trade-In			Setup, Delivery & Installation	Included
Model: <b>Konica Minolta bizhub C654e</b>	Serial #	<b>A2X1017005986</b>	Return Old Unit to U.S.B.	Included
Lease Co.: <b>U.S. Bank</b>	Lease #:	<b>500-0413846-000</b>	Network Connectivity Support	Included
EQUIPMENT TRADED IN: <input type="radio"/> Customer Trade-In <input type="radio"/> Competitive Buyout <input type="radio"/> Lease Trade-In				\$ -
Model:	Serial #		<b>TOTAL</b>	\$ -
Lease Co.:	Lease #:			
			<b>BALANCE DUE OVER TERM</b>	\$ 23,998.80

ACCEPTED BY CONWAY TECHNOLOGY GROUP, LLC.		CUSTOMER SIGNATURE	
By: Steven Regan	Date:	x By:	x Date:
<i>AUTHORIZED SIGNER</i>	Title: M.A.G.E.H.	Name (print): James W. Donchess	Title: Mayor

Nashua 10 Capitol St, Nashua, NH 03063 603-889-1665  
 Waltham 404 Wyman St, Waltham, MA 02451 603-889-1665

IMPORTANT: TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM ARE INCORPORATED HEREIN BY REFERENCE

## Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is called the Cover Page. The Cover Page and these Terms and Conditions, along with a listing of additional products on Schedule A (if attached), represent the agreement (the "Agreement") between Conway Technology Group, LLC ("Company") and the Customer, with respect to the acquisition of those Products identified on the Cover Page and/or Schedule A. "Products" shall mean the equipment ("Equipment") and any software. Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse.
2. **Scope.** This Agreement may be executed for:
  - a) A **SALE** of Products. If a SALE, Company hereby offers to sell and Customer hereby agrees to purchase those Products in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Products; or
  - b) A **LEASE** of Products. If a LEASE, Customer will execute a separate lease agreement which will fund the purchase of the Products in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of a lease agreement, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease. If, however, a lease agreement cannot be executed within 15 days of Customer's execution of this Agreement, Customer must immediately pay cash for the Products or return the Products to Company in Like New condition.
3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements. All risk of loss will transfer to the Customer upon delivery.
4. **Taxes.** Unless specifically set forth on the Cover Page where indicated, payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
5. **Limited License to Use Software.** Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of any applicable lease which accompanies this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
6. **Warranty.** You acknowledge that the Products covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
7. **Limitation of Liability.** In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
8. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require You to immediately pay any remaining unpaid balance of the Agreement, (2) terminate any and all agreements with You, and/or (3) pursue any other remedy permitted at law or in equity. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement.
9. **Indemnification.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability or otherwise caused by or related to Your use or possession of the Products, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
10. **Electronic Execution.** An electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon.
11. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of New Hampshire (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.



## Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is called the Cover Page. The Cover Page and these Terms and Conditions, along with a listing of additional products on Schedule A (if attached), represent the agreement (the "Agreement") between Conway Technology Group, LLC ("Company") and the Customer, with respect to the acquisition of those Products identified on the Cover Page and/or Schedule A and the service for such Products. "Products" shall mean the equipment ("Equipment") and any Software Licenses. "Services" shall mean the service as set forth in paragraph 4 below. Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse.
2. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours of this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields, and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If You do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If You do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be shipped via UPS Ground. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Services. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement.
3. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancelable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, You will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the rates hereunder on an annual basis. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.
4. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
5. **Limited License to Use Software.** Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
6. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") may be included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. If so included, Company does not grant Customer any right to use Diagnostic Software unless authorization is specifically provided in writing, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so) unless so authorized. Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company.
7. **Software Support.** Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated service) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you shall enter into a support agreement with a Third-Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third-party support services provider.
8. **Warranty.** You acknowledge that the Products covered by this Agreement were selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
9. **Limitation of Liability.** In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
10. **Default Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
11. **Assignment.** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
12. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly addressed, or one day if sent via overnight courier.
13. **Indemnification.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Products, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
14. **Electronic Execution.** An electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
15. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of New Hampshire (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.



STATE AND LOCAL  
GOVERNMENT ADDENDUM

EQUIPMENT FINANCE

AGREEMENT #

Addendum to Agreement # \_\_\_\_\_, dated February \_\_\_\_\_, 2020, between City of Nashua, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

**TITLE TO THE EQUIPMENT:** If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."





Lease Agreement

APPLICATION NO.

AGREEMENT NO.

EQUIPMENT FINANCE

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME: City Of Nashua, STREET ADDRESS: 229 Main St, CITY: Nashua, STATE: NH, ZIP: 03060, PHONE: 603-589-3183, FAX: 603-589-3183, BILLING NAME (IF DIFFERENT FROM ABOVE), BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER INFORMATION

NAME OF SUPPLIER: Conway Office Solutions, STREET ADDRESS: 10 Capitol Street, CITY: Nashua, STATE: NH, ZIP: 03063, PHONE: 800-343-7777, FAX: 603-889-4275

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES: Xerox Color PrimeLink C9065, SERIAL NO.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

See attached Schedule A

PAYMENT & TERM INFORMATION

0 Payments\* of \$ 0.00 The payment ("Payment") period is monthly unless otherwise indicated. \*plus applicable taxes

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

[Signature box]

LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO. You acknowledge and agree that the Equipment has been delivered to you and you hereby accept such Equipment on an "AS-IS, WHERE-IS" basis for all purposes as of the date hereof. Upon you signing below, your promises herein will be non-cancelable, irrevocable and unconditional in all respects.

X [Signature]

CUSTOMER (as referenced above) SIGNATURE TITLE DATED

FEDERAL TAX I.D. #

PRINT NAME

**1. AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

**2. OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense we pay on your behalf. You agree to pay us a fee of \$35.00 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$99.00 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

**3. EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, except amounts secured by land and buildings in addition to the Equipment. You authorize and ratify our filing of any financing statement(s). You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

**4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates of other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

**5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, which shall not be unreasonably withheld, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

**6. DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

**7. INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. Financial information will generally not be required unless your exposure with us exceeds \$1,000,000. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

**8. END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

**9. USA PATRIOT ACT NOTICE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity.

**10. MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature and is held by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. Notwithstanding the foregoing, (i) for evidentiary purposes, any faxed, scanned or electronic copy of this Agreement may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any such copy or signature thereon; and (ii) we reserve the right to require you to sign any instrument manually and to deliver to us an original of such document. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

**11. WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

**12. LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



**City of Nashua**  
**Addressing Committee**  
229 Main Street  
Nashua, New Hampshire 03061-2019

Planning 603-589-3090  
Fire Marshal Office 603-589-3460  
GIS Department  
Nashua Police Department  
Legal Department

**Street Re-Numbering Petition**

To: Aldermen, Alderwomen and Mayor

From: Adam Pouliot, Fire Marshal; Captain Thomas Bolton Jr.; Pam Andruskevich, GIS Tech.; Sarah Marchant, CDD Director; Marcia Wilkins, Planner I; Celia Leonard, Esquire.

RE: Sheet 103/Lot 103 Almont St

In Accordance with RSA 231:133-a and NRO 190-213, the Board of Alderman have the sole authority to assign or alter address numbers of buildings and other property along any public or private way in the municipality. The New Hampshire Addressing Standards Guide developed by NH E911 defines the universal safety standards for addressing in NH. The City of Nashua has been notified by the Division of Emergency Services and Communications that collection of data has begun in the City in March of 2019.

The request before you is to assign a numerical address where no compliant address is available with the current NH E911 Standards. This lot of record has been granted variances from the City of Nashua Zoning Board of Adjustment to construct a single family residence.

It is this Committee's strong recommendation to continue to move forward in a way that will not create a noncompliant situation for future residents. We recommend 26 Almont St (sheet 103-lot 97) be renumbered to 24 Almont; 28 Almont St (sheet 103-lot 101) be renumbered to 26 Almont; and sheet 103 lot 103 be numbered 28 Almont St.

We would further recommend a less compliant but acceptable numbering of sheet 103 lot 103 to 28 ½ Almont St. We do not recommend using the letter A as an assigned address as this is reserved for Accessory Dwelling Units.

Respectfully submitted,  
Addressing Committee

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

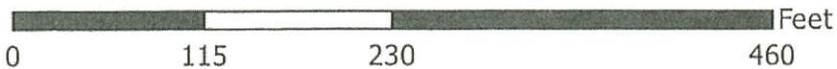
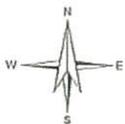


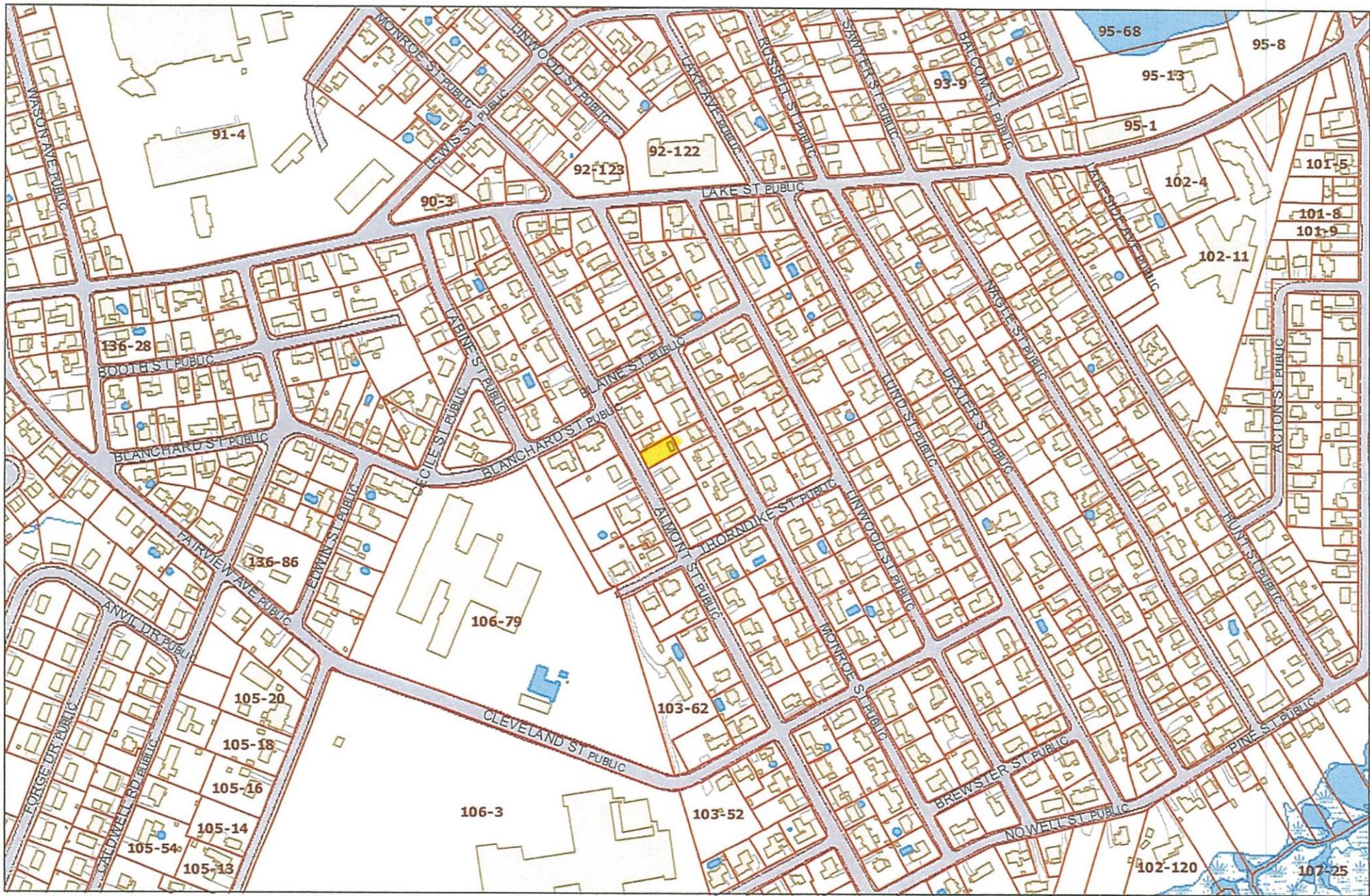
**KATHRYN A. POLISENO**  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
September 7, 2021

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

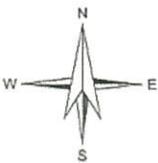


# TAX MAP 103 LOT 103





### TAX MAP 103 LOT 103





**SUBJECT PARCEL:**

**LALMONT ST**

**Ownership Information:**

**GIMAK PROPERTIES, LLC**

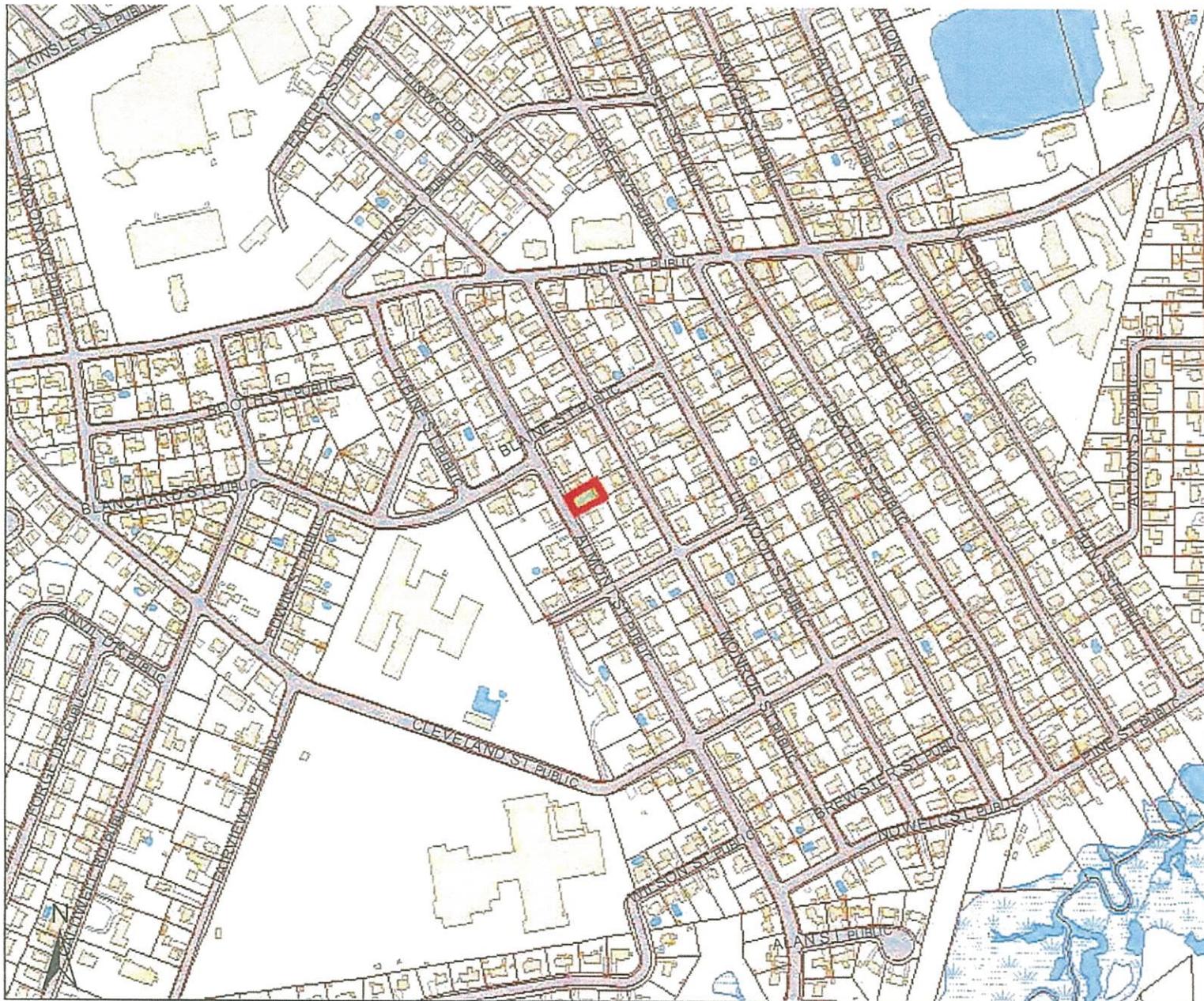
**7 JENNY HILL LN  
NASHUA NH 03062**

**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



Date: 10/10/2019

1 inch:472 feet

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.



Patriot Properties Inc.

PROPERTY LOCATION

No	Alt No	Direction/Street/City
L		ALMONT ST, Nashua

IN PROCESS APPRAISAL SUMMAR

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value
1060		5,000	5000.000	47,400	52,400

Legal Description
Desc:

User Acct

OWNERSHIP

Owner	NUTE, STEPHEN M & NUTE, LISAA
Street	18 HUMMINGBIRD LN
Twn/Cit	HUDSON
St/Prov	NH
Postal	03051

3 NOT UPDATED AS OF 10/10/19

Total Card	5,000	0.115	47,400	52,400	
Total Parcel	5,000	0.115	47,400	52,400	
Source: Market Adj Co		Total Value per SQ unit /Card	N/A	/Parc	N/A

Entered Lot Size	
Total Land:	
Land Unit Type:	

GIS Ref	1035602.2102
GIS Ref	89696.8
Insp Date	04/08/91

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Item	Land Size	Land Value	Total Value	Asses'd Valu	Notes	Date
2017	1060	FV		1400	5,000.	42,400	43,800	43,800	Year End Roll	11/6/2017
2016	1060	FV		1400	5,000.	42,400	43,800	43,800	Year End Roll	11/16/2016
2015	1060	FV		1400	5,000.	42,400	43,800	43,800		11/6/2015
2014	1060	FV		1400	5,000.	42,400	43,800	43,800	Roll	10/6/2015
2013	1060	FV		1400	5,000.	42,400	43,800	43,800	Year End	10/28/2013
2012	1060	FV		1400	5,000.	42,400	43,800	43,800	Year End Roll	11/9/2012
2011	1060	FV		1400	5,000.	42,400	43,800	43,800	Year End Roll	11/9/2011
2010	1060	FV		1400	5,000.	42,400	43,800	43,800	Year End Roll	11/15/2010

Parcel ID 0103-00103

PREVIOUS OWNER

Owner	
Street	
Twn/Cit	
St/Prov	
Postal	

PRINT			
Date	07/20/1	Time	07:05:2

LAST R			
Date	06/07/1	Time	11:08:4

USER DEFINED

Prior Id#	
PID:	103-103
Plan #:	
Prior Id #	
Prior Id #	
Prior Id #	L
Code Dat	
Code Sta	
Prior Id #	mazerole
ASR Map	25260
Fact Dist:	
Reval Dis	
Year:	
LandReas	
BldReason	

NARRATIVE DESCRIPTION

This Parcel contains 5,000 Sq Feet of land mainly classified as AC LND IMP

SALES INFORMATION

Grantor	Legal Ref	Typ	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes
	3306-817		5/9/1985		2,000	No	No			RELATION

PAT ACCT.

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

BUILDING PERMITS

Date	Number	Descrip	Amount	C/O	Last Visit	Fed Cod	F. Descrip	Comment

ACTIVITY INFORMATION

Date	Result	By	Name
4/8/1991	Meas+List	CD	

PROPERTY FACTORS

lte	Code	Descip	%	Item	Cod	Descip
Z	RB	RB		U	C	ALL
o				t		
n				l		
Census:						
Flood Haz:						
D				Topo	V15	LEVEL R
s				Stree	1	PAVED
t				Traffi		

Sign VERIFICATION OF VISIT NOT DA / /

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / PriceUnits	Unit Type	Land Type	LT Facto	Base Value	Unit Price	Adj	Neigh	Neigh Infl eigh	Infl 1	% Infl 2	% Infl 3	%	Appraised Value	Alt Class	% Spec Land	J Code	Fact Use Value	Notes	
1060	AC LND IMI		5000		Sq Feet	SITE	1.0	0	10.96	0.864	NF	0.95	5	-30			47,375		9		1.	47,400	

Total AC/H	0.11478	Total SF/S	5000.00	Parcel LU	106	AC LND IMP	Prime NB D	NEW FAIR	Total:	47,375	Spl Cre	Total:	47,400
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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 4<sup>th</sup> 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 4<sup>th</sup> 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



APPOINTMENTS BY THE MAYOR

FEBRUARY 25, 2020

Conservation Commission

Gene Porter (Reappointment)  
77 Concord Street  
Nashua, NH 03064

Term to Expire: December 31, 2022

Carol Sarno (New Appointment Alternate)  
15 Rocky Hill Drive  
Nashua, New Hampshire 03062

Term to Expire: February 28, 2023

Cultural Connections Committee

Rosemary Ford (New Appointment)  
22 Nova Road  
Nashua, NH 03064

Term to Expire: March 1, 2022

Donna Marceau (New Appointment)  
37 Pinewood Road  
Hudson, NH 03051

Term to Expire: February 28, 2023

Cecelia Ulibarri (New Appointment)  
229 Main Street  
Nashua, NH 03060

Term to Expire: February 28, 2023

Energy and Environment Committee

Gary Lambert (Reappointment)  
32 Columbia Avenue  
Nashua, NH 03064

Term to Expire: January 31, 2023

Bob Hayden (Reappointment)  
84 Dutton Road  
Lyndeborough, NH 03082

Term to Expire: January 31, 2023

Sylvie Stewart (Reappointment)  
44 Spring Cove Road  
Nashua, NH 03062

Term to Expire: January 31, 2023

Nashua Airport Authority

Jessica Holland (New Appointment)  
34 Franklin Street, Apt. 442  
Nashua, NH 03064

Term to Expire: December 31, 2024

I respectfully request that these appointments be confirmed.

Jim Donchess, Mayor



## RESOLUTION

### AMENDING THE PURPOSE OF A FISCAL YEAR 2020 UNLIKE ESCROW FOR THE COMMUNITY DEVELOPMENT DIVISION

### *CITY OF NASHUA*

*In the Year Two Thousand and Twenty*

**RESOLVED** by the Board of Aldermen of the City of Nashua that the purpose of a 2020 unlike escrow, previously approved and re-appropriated by R-19-170 amended “Relative to the Re-appropriation of Fiscal Year 2020 Escrows”, passed by the Board of Aldermen on September 10, 2019, be amended as follows:

<u>Fund and Department</u>	<u>Account</u>	<u>Original Purpose and Amount</u>	<u>Amended Purpose and Amount</u>
Fund 1010-General Fund Escrows Dept. 181-Community Development	53142	To fund the cost of consulting to establish an arts district; \$40,000	To fund a downtown arts mural project by “Beyond Walls”, a non-profit organization; \$40,000

**LEGISLATIVE YEAR 2020**

**RESOLUTION:** R-20-016  
**PURPOSE:** Amending the purpose of a Fiscal Year 2020 unlike escrow for the Community Development Division  
**SPONSOR(S):** Mayor Jim Donchess

**COMMITTEE ASSIGNMENT:** Budget Review Committee

**FISCAL NOTE:** Amends the purpose of escrowed funds from a prior fiscal year.

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**ANALYSIS**

This resolution amends the purpose of a 2020 unlike escrow, previously approved and re-appropriated by prior legislation.

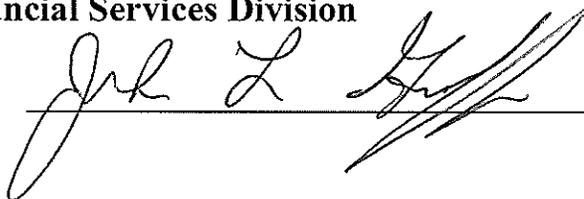
NRO § 5-130 H provides that “when proposed legislation to transfer or reappropriate a particular appropriation or portion thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending”.

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

**Financial Services Division**

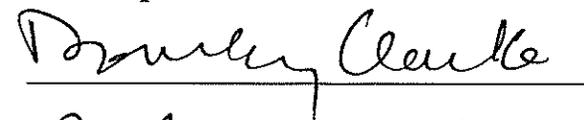
**By:**



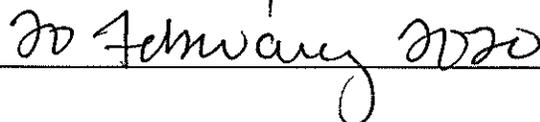
**Approved as to form:**

**Office of Corporation Counsel**

**By:**



**Date:**





## RESOLUTION

### RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF \$50,000 TO FUND A FEASIBILITY STUDY FOR THE FUTURE REUSE OF THE ELM STREET MIDDLE SCHOOL BUILDING

*In the Year Two Thousand and Twenty*

*RESOLVED* by the Board of Aldermen of the City of Nashua to appropriate \$50,000 of Fiscal Year 2020 unanticipated revenue from Department #126 "Financial Services", Accounting Classification #45 "Miscellaneous Revenue", Account #45207 "Interest Income" into Department #183 "Economic Development", Accounting Classification #43 "Professional and Technical Services", Account #53142 "Consulting Services" for the purpose of funding a feasibility study for the future reuse of the Elm Street Middle School building.

**LEGISLATIVE YEAR 2020**

**RESOLUTION:**

R-20-017

**PURPOSE:**

Relative to the supplemental appropriation of \$50,000 to fund a feasibility study for the future reuse of the Elm Street Middle School building

**SPONSOR(S):**

Mayor Jim Donchess

**COMMITTEE  
ASSIGNMENT:**

Budget Review Committee

**FISCAL NOTE:**

This resolution will reduce year end general fund surplus.

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**ANALYSIS**

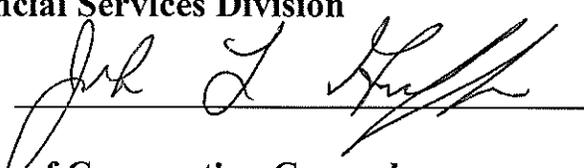
This legislation appropriates \$50,000 of FY2020 unanticipated revenue from Financial Services - Interest Income into Economic Development - Consulting Services to fund a feasibility study for the future reuse of the Elm Street Middle School building.

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.

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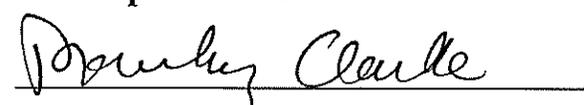
**Approved as to account  
structure, numbers,  
and amount:**

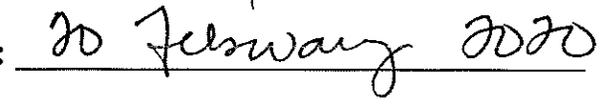
**Financial Services Division**

By: 

**Approved as to form:**

**Office of Corporation Counsel**

By: 

Date: 



## ORDINANCE

### CHANGING THE STARTING TIME OF THE OVERNIGHT PARKING TIME LIMIT RESTRICTION IN CERTAIN LOCATIONS

#### *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 XIII “Night Parking” Section 320-78 “Parking time limits” of the Nashua Revised Ordinances, as amended, be and hereby is further amended by deleting the struck-through language and adding the new underlined language as follows:

**“320-78. Parking time limits.**

A. Except in the locations described in Subsection B-as hereinafter provided, it shall be unlawful for an operator of any vehicle to park the vehicle for a period longer than two hours between 12:00 midnight and 6:00 a.m., daily, on any public way in the City where overnight on-street permit parking is not allowed. It shall be unlawful for an operator of any vehicle to park the vehicle for any time period between the hours of 12:00 midnight and 6:00 a.m., daily, without a permit on the public ways where overnight on-street permit parking is allowed.

(B) It shall be unlawful for an operator of any vehicle to park the vehicle for a period longer than two hours between 2:00 a.m. and 6:00 a.m., daily:

(a) in any metered space; or

(b) in any nonmetered space on:

[1] Clinton Street;

[2] Lowell Street;

[3] Orange Street, between Canal Street and Lowell Street; or

[4] Canal Street, between Main Street and Lowell Street

unless the operator has a overnight on-street parking permit and is parked in a location where overnight on-street permit parking is allowed.

**ORDINANCE**

**O-20-008**

- BC. Anyone violating this provision shall be fined a minimum of \$25. If such fine is not paid within seven days, the fine shall increase by \$10, to \$35.
- ED. Residences within the City of Nashua who have overnight guests occasionally may call the Parking Department and ask for temporary relief from the overnight ban when their guests must park on city streets.”

This ordinance shall become effective upon passage.

**LEGISLATIVE YEAR 2020**

**ORDINANCE:** O-20-008

**PURPOSE:** Changing the starting time of the overnight parking time limit restriction in certain locations

**ENDORSERS:** Alderman-at-Large Ben Clemons  
Alderman Patricia Klee

**COMMITTEE**  
**ASSIGNMENT:** Committee on Infrastructure

**FISCAL NOTE:** Possible loss of some revenue from overnight parking tickets.

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**ANALYSIS**

This legislation changes the starting time of the general restriction on overnight parking in certain locations, starting the two-hour restriction at 2 a.m. instead of midnight.

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

By: Donna Clarke

Date: 18 February 2020



**ORDINANCE**  
**RELATIVE TO PUBLIC COMMENT**

***CITY OF NASHUA***

*In the Year Two Thousand and Twenty*

*The City of Nashua ordains* that Part I “Administrative Legislation”, Chapter 5 “Administration of Government”, Part 2 “Board of Aldermen”, Article III “Rules and Order of Business”, Section 5-14, “Order of Business”, 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:

“A. The order of business for regular meetings of the Board of Aldermen shall be as follows:

...  
**(9a)** A period not to exceed 15 minutes for the acceptance of orally presented communications or comments from the public or others relative to resolutions, ordinances, or communications to be accepted in Subsection A(9b) upon which final action is expected to be taken at the meeting. If there is a reasonable expectation by the President of the Board that final action shall be taken on such an item not on the agenda, the President shall allow comment on that item of business.

**(9b)** Communications requiring final approval by the Board of Aldermen, including but not limited to awards of contracts and expenditure of funds;

...

**(16)** Communications, to include a period not to exceed 15 minutes for the acceptance of orally presented communications or comments from the public or others;

....

B. Meetings of ~~standing~~ committees of the Board of Aldermen shall include the following:

(1) Public comment at the beginning of the meeting, which comments shall be germane to the meeting’s agenda ~~for a period not to exceed five (5) minutes per presentation;~~

(2) Public comment at the end of the meeting, for a period not to exceed ~~five (5)~~ fifteen (15) minutes per presentation; and

- (3) Remarks by the aldermen.

C. Public comment allowed in A and B above shall be conducted as follows:

- (1) Speaker must sign-in prior to the start of the meeting to indicate intent to speak during public comment;
- (2) Speaker may not speak until recognized by the presiding officer;
- (3) Speaker shall identify him or herself by name and addresses when beginning to speak.
- (4) One person speaks at a time.
- (5) Each speaker is limited to speaking once per public comment period and is limited to five (5) minutes during the first public comment period and three (3) minutes during the second comment period;
- (6) The presiding officer may allow questions at the presiding officer's discretion;
- (7) Prior to or at a meeting, members of the public may submit written comments to the full Board of Aldermen or the committee by email or paper copy. It is the responsibility of the member of the public to have enough paper copies and such copies shall be handed to the clerk for distribution prior to the start of the meeting. Written comments may be accepted as correspondence but shall not be read in to the record.
- (8) Excessive repetition and irrelevant remarks are discouraged;
- (9) Remarks shall be civil; rude or profane remarks are prohibited; and
- (10) The presiding officer has authority to terminate the remarks of any speaker when such remarks do not adhere to this ordinance or other applicable law."

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

This legislation shall take effect following its passage.

**LEGISLATIVE YEAR 2020**

**ORDINANCE:** O-20-009

**PURPOSE:** Relative to Public Comment

**ENDORSERS:** Alderman-at-Large Richard A. Dowd  
Alderman-at-Large Ben Clemons

**COMMITTEE  
ASSIGNMENT:** Personnel/Administrative Affairs Committee

**FISCAL NOTE:** None.

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**ANALYSIS**

This ordinance provides rules of order for public comment at regular Board of Aldermen meetings.

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

By:   
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Date: 2/19/2020

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## ORDINANCE

### CLARIFYING THAT COIN DEALERS ARE NOT SECONDHAND DEALERS

#### *CITY OF NASHUA*

*In the Year Two Thousand and Twenty*

*The City of Nashua ordains* that Part II “General Legislation”, Chapter 220 “Pawnbrokers and Secondhand Dealers”, Section 220-2 “Definitions” of the Nashua Revised Ordinances, as amended, be and hereby is further amended by deleting the struck-through language and adding the new underlined language as follows:

**“§ 220-2 Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

COMMODITY METALS – Any metal traded on the commodity market that sells for \$0.50 per pound or greater, including, but not limited to, gold, silver, platinum, brass, copper, copper alloy, aluminum, stainless steel, rhodium, palladium, titanium and magnesium. Commodity metals shall not include numismatic coins, currency and precious metal coins and ingots.

...

PROPERTY - Anything of value, including but not limited to jewelry, watches, clocks, diamonds or other precious stones or gems, gold, silver, platinum, other precious metals or commodity metals, musical instruments and equipment, cameras, furs, fur coats or other kinds of wearing apparel, televisions, DVD players, videocassette recorders and other electronic equipment, tools, computers and computer equipment, firearms, auto accessories and office and store fixtures and related equipment. Property shall not include secondhand furniture, ~~or books,~~ numismatic coins, currency and precious metal coins and ingots.

SECONDHAND DEALER –

- A. Any person, firm, partnership or corporation whose business is the retail buying, selling, buy-back, exchanging, dealing in or dealing with secondhand articles and property. Secondhand dealers are regulated according to New Hampshire Revised Statutes Annotated Chapter 322.

- B. However, the definition of “secondhand dealer” shall not apply to any person, firm, partnership, or corporation who does not purchase secondhand articles directly from the general public; or whose primary business is the purchase and sale of numismatic coins, currency and precious metal coins and ingots.”

This ordinance shall become effective upon passage.

**LEGISLATIVE YEAR 2020**

**ORDINANCE:** O-20-010  
**PURPOSE:** Clarifying that coin dealers are not secondhand dealers  
**ENDORSERS:** Alderman-at-Large David C. Tencza

**COMMITTEE**  
**ASSIGNMENT:** Personnel/Administrative Affairs Committee  
**FISCAL NOTE:** None.

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**ANALYSIS**

This legislation amends several of the definitions in the "Pawnbrokers and Secondhand Dealers" chapter of the ordinances to clarify that coin dealers will not be considered secondhand dealers under the ordinances.

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

By: Dorothy Clarke

Date: 19 February 2020