

145

CSG



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

January 23, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the City of Nashua (VC#177441-B006) for a total amount of \$17,499.75 to update the Hazard Mitigation Plan (HMP). Effective upon Governor and Council approval through August 4, 2025. 100% Federal Funds.

Funding is available in the SFY 2024 operating budget.

02-23-23-236010-43930000 - Dept. of Safety – HSEM – BRIC	<u>SFY 2024</u>
072-500574 Grants to Local Gov't - Federal	\$17,499.75
Activity Code: 23BRIC21 4393	

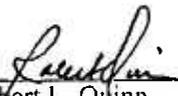
EXPLANATION

The purpose of this grant is for the City of Nashua to update their Hazard Mitigation Plan. The grant listed above is funded from the Building Resilient Infrastructure and Communities (BRIC) Grant Program, which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The BRIC Grant Program provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides BRIC funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

The Building Resilient Infrastructure and Communities Grant Program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B and C to their grant agreement.

There are no General Funds required with this request. In the event that BRIC funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

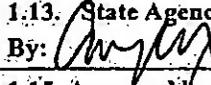
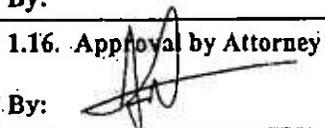


Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

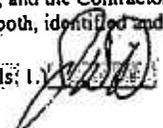
The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name City of Nashua (177441-B006)		1.4. Subrecipient Address 229 Main Street, Nashua, NH 03061	
1.5. Subrecipient Tel. # 603-589-3275	1.6. Account Number AU #43930000	1.7. Completion Date August 4, 2025	1.8. Grant Limitation \$17,499.75
1.9. Grant Officer for State Agency Virginia Clasby, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-4243	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95 b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 James Donchess, Mayor	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By: 		1.14. Name & Title of State Agency Signor(s) On: 1/23/24 Amy L. Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: 1/1/			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 1/12/24			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1/			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

Subrecipient Initials: 1.)  2.) _____

3.) _____

4.) _____

Date: 12/19/23

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no

event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

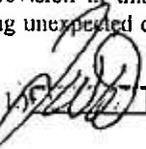
8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

Subrecipient Initials: 

2.) 

3.) 

Date: 12/19/2023

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes,

letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

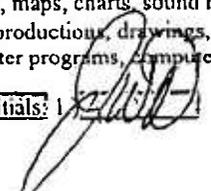
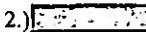
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

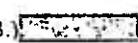
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any

Subrecipient Initials: 1)  2) 

3)  Date: 12/19/23

subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to state law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

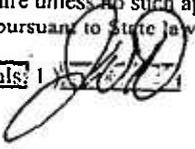
20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

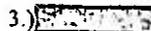
22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Subrecipient Initials: 1) 

2) 

3) 

Date: 12/19/23

EXHIBIT A

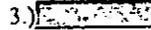
Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) 

2.) 

3.) 

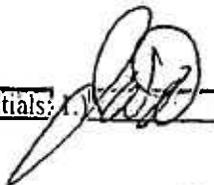
Date: 12/19/23

EXHIBIT B

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the City of Nashua (hereinafter referred to as "the Subrecipient") \$17,499.75 to update the local hazard mitigation plan.
2. "The Subrecipient" agrees that the project grant period ends August 4, 2025 and that a final performance and expenditure report will be sent to "the State" by September 4, 2025.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 25% cost share required by this grant.

Subrecipient Initials:



2.)

3.)

Date: 12/14/23

EXHIBIT C

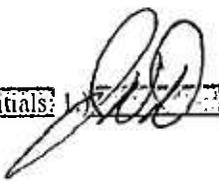
Grant Amount and Payment Schedule

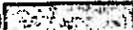
1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$5,833.25	\$17,499.75	\$23,333.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Building Resilient Infrastructure and Communities (BRIC) EMB-2021-BR-075			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047 (BRIC)			
Applicant's Unique Entity Identifier (UEI): MCTGNTGFVD53			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$17,499.75.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$17,499.75 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon contract approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, August 4, 2022, to the identified completion date (block 1.7).

Subrecipient Initials: 

2.) 

3.) 

Date: 12/19/23

City of Nashua
229 Main Street
Nashua, NH 03061-2019
(603) 589-3010, Option #5
CityClerkDept@NashuaNH.Gov

Office of the City Clerk

Daniel Healey

City Clerk

Roger Ordway Jr.

Deputy City Clerk

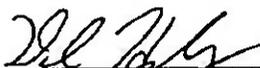


CERTIFICATION OF MUNICIPALITY

I, Daniel Healey, City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

1. I am the duly appointed City Clerk for the City of Nashua, NH;
2. I maintain and have custody of and am familiar with the seal and minute books of the municipality;
3. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
4. That James W. Donchess was elected Mayor, by the voters of the City of Nashua, at the Municipal Election held on November 5, 2019;
5. The attached is a true copy of City Charter Section 45 which identifies the Mayor as the chief administrative officer and head of the administrative branch of city government. As such, the mayor supervises the administrative affairs of the city, carries out the policies enacted by the Board of Aldermen, and performs those duties prescribed by resolution or ordinance of the Board of Aldermen.
6. The foregoing charter provision, approved by the voters of Nashua, is in full force and effect, unamended, as of the date hereof; and
7. The following persons lawfully occupy the office(s) indicated below:
 - James W. Donchess, Mayor
 - Steven Bolton, Corporation Counsel
 - John Griffin, Chief Financial Officer/Tax Collector/Treasurer
 - Daniel Healey, City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the Municipality this 12th day of December, 2023.



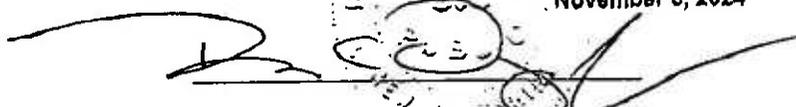
Daniel Healey, City Clerk

Attest:

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 12th day of December 2023, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, to be the City Clerk of the municipality identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I have hereunto set my hand and official seal.



Notary Public/Justice of the Peace

ROGER C. ORDWAY JR.
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
November 6, 2024

§ 45. [Mayor, general duties; administrative assistant, compensation]

The mayor shall be the chief administrative officer and the head of the administrative branch of the city government. He shall supervise the administrative affairs of the city and shall carry out the policies enacted by the board of aldermen. He shall enforce the ordinances of the city, this charter, and all general laws applicable to the city. He shall keep the board of aldermen informed of the condition and needs of the city and shall make such reports and recommendations as he may deem advisable, and perform such other duties as may be prescribed by this charter or required of him by ordinance or resolution of the board of aldermen, not inconsistent with this charter. He shall have and perform such other powers and duties not inconsistent with the provisions of this charter as now are or hereafter may be conferred or imposed upon him by municipal ordinance or upon mayors of cities by general law. The mayor shall nominate and the aldermen confirm an administrative assistant to the mayor who shall serve for an indefinite term and perform such duties and functions as the mayor shall designate. Said administrative assistant shall be chosen for his executive and administrative qualifications and need not be a resident of this state. He shall receive such compensation as may be set by ordinance.

CERTIFICATION

I hereby certify that the attached document is a true and accurate copy of Resolution 23-173

RELATIVE TO THE ACCEPTANCE OF \$17,499.75 FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND THE NEW HAMPSHIRE DEPARTMENT OF SAFETY INTO EMERGENCY MANAGEMENT GRANT ACTIVITY "2023 BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) PROGRAM"

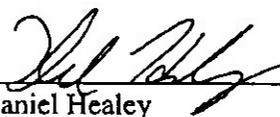
Passed by the Board of Aldermen on November 28, 2023, and approved by the Mayor on November 29, 2023;

That the foregoing Resolution is in full force and effect, unamended, as of the date hereof.

WITNESS my hand and the seal of the said City of Nashua, New Hampshire, this 12th day of December, 2023

A true copy.

Attest:



Daniel Healey
City Clerk





RESOLUTION

RELATIVE TO THE ACCEPTANCE OF \$17,499.75 FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND THE NEW HAMPSHIRE DEPARTMENT OF SAFETY INTO EMERGENCY MANAGEMENT GRANT ACTIVITY "2023 BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) PROGRAM"

CITY OF NASHUA

In the Year Two Thousand and Twenty-Three

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua is authorized to accept \$17,499.75 from the United States Department of Homeland Security and the New Hampshire Department of Safety into Emergency Management Grant Activity "2023 Building Resilient Infrastructure and Communities (BRIC) Program" for the purpose of updating the City's Hazard Mitigation Plan.

The total project cost is \$23,333. The grant funding of \$17,499.75 will be dedicated to part-time staff support. A 25% local match of \$5,833.25 is required, which will be provided as an in-kind contribution of the Emergency Management Director's time spent on the project. The City accepts the BRIC grant agreement terms as presented and authorizes the Mayor to execute all understandings, assurances, and agreements as required. This funding shall be in effect through August 4, 2025.

LEGISLATIVE YEAR 2023

RESOLUTION:

R-23-173

PURPOSE:

Relative to the acceptance of \$17,499.75 from the United States Department of Homeland Security and the New Hampshire Department of Safety into Emergency Management Grant Activity "2023 Building Resilient Infrastructure and Communities (BRIC) Program"

SPONSOR(S):

Mayor Jim Donchess

Alderman-at-Large Michael B. O'Brien, Sr.

Alderman Patricia Klee

Alderman Richard A. Dowd

Alderman Derek Thibeault

Alderman-at-Large Melbourne Moran, Jr.

**COMMITTEE
ASSIGNMENT:**

Human Affairs Committee

FISCAL NOTE:

Fiscal impact is a \$17,499.75 grant to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City to accept funds from the U.S. Department of Homeland Security and the State of New Hampshire Department of Safety for the purpose of updating the City's Hazard Mitigation Plan. This funding shall be in effect through August 4, 2025.

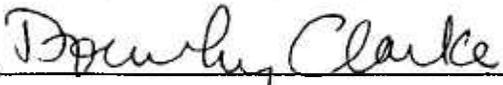
Approved as to account
structure, numbers,
and amount:

Financial Services Division

By: 

Approved as to form:

Office of Corporation Counsel

By: 

Date: November 7, 2023

RESOLUTION R-23-173

Relative to the acceptance of \$17,499.75 from the United States Department of Homeland Security and the New Hampshire Department of Safety into Emergency Management Grant Activity "2023 Building Resilient Infrastructure and Communities (BRIC) Program"

IN THE BOARD OF ALDERMEN

1ST READING November 14, 2023

Referred to: Human Affairs Committee

2nd Reading November 28, 2023

3rd Reading _____

4th Reading _____

Other Action _____

Passed November 28, 2023

Indefinitely Postponed _____

Defeated _____

Attest: [Signature]
City Clerk

[Signature]
President

Approved [Signature]
Mayor's Signature

11/29/23

Endorsed by

[Signature] MAYOR
[Signature] O'BRIEN
[Signature] KLEE
[Signature] DOWD
[Signature] THIBEAULT
[Signature] MORAN

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____
City Clerk

President

A regular meeting of the Board of Aldermen was held Tuesday, November 28, 2023, at 7:30 p.m. in the aldermanic chamber.

President Lori Wilshire presided; City Clerk Dan Healey recorded.

Prayer was offered by City Clerk Dan Healey; Alderman Alex Comeau led in the Pledge to the Flag.

Let's start the meeting by taking a roll call attendance.

The roll call was taken with 15 members of the Board of Aldermen present: Alderman O'Brien, Alderman Sullivan, Alderman Klee, Alderman Moran, Alderman Lopez, Alderman Jette, Alderman Clemons, Alderwoman Kelly, Alderman Comeau, Alderman Dowd, Alderman Gouveia, Alderman Sennott, Alderman Thibeault, Alderwoman Timmons, Alderman Wilshire.

Mayor James W. Donchess, Corporation Counsel Steve Bolton were also in attendance.

President Wilshire

Mayor, did you wish to address the Board tonight?

REMARKS BY THE MAYOR

Yes, Madam President. First the news on the tax rate. The bills were being mailed today so people should get them over the next couple of days. The final rate was \$18.23 which is an increase of .16 cents on the base of \$18.07. So that is a less than a one percent increase. We previously had talked about an estimate of less than two percent but now it came in less than one percent. That is the lowest rate of increase in about 15 years. I want to thank you all on the Board of Aldermen for all your help with the budget watching the money. This is clearly a group effort but this should be good news for our resident taxpayers.

Next, I wanted to mention the Holiday Stroll which I know many of you attended. It was, again, a big success. Thousands and thousands of people. You could see that everybody was having a good time. There was a lot of comment about it on line and just a great night. That was the 28th I believe so we want to of course continue this tradition well into the future and we are thinking about trying to revive a summer stroll that we used to hold. I know Alderman Sennott spoke to me about that before at having attend that when he was a teenager. Liz Hannum is working on that. We're hoping to potentially do that next year. We'll keep you advised.

Finally, I wanted to wish condolences to the family of Jessica Wyman who is a former now retired firefighter. Retired about two years. She died of a work-related condition and a very sad passing. I know Chief Buxton is here and he of course feels very badly about it. She was a member of the firefighters and the Nashua family so condolences to her family and all who survived her. That's all I have Madam President.

President Wilshire

Thank you, Mayor.

RESPONSE TO REMARKS OF THE MAYOR

Alderman Thibeault

Thank you, Madam President. I, too, give condolences to Ms. Wyman's family. It's tough to lose somebody in the community at any time especially someone that that's young.

The Downtown Stroll - I just want to thank everybody at Great American Downtown, Paul Shea, and his whole team. Paul being put back on there just three weeks ago and having to go and get that all organized and pick up the pieces was awesome. It was a great event. Me and Dan were loving it as we were walking around. It was awesome. I think everybody did a great job. It was good to see some of you guys there and all the people in Nashua and I just wanted to thank them.

RECOGNITION PERIOD - None

PRESENTATION

- Sealing Smiles Dental Initiative

President Wilshire to recognize Alderman Klee.

Alderman Klee

Thank you, Madam President. I asked President Wilshire if I could introduce the person who's going to be doing the Sealing Smiles Dental Initiative. For full disclosure, she's my next-door neighbor. She's only been there for a couple of years now but I've been quite impressed. She is known through the schools as the tooth fairy. She does not have the costume on today. It's a little cold she said. She's no longer the President but she for three years served as the New Hampshire Dental Hygienist President. I'd like to introduce Myra Nikitas. Thank you.

Myra Nikitas, Sealing Smiles Dental Initiative

Thank you. Thank you all very much for having me tonight. I wanted to talk to you all about this important dental initiative that's taking place here in the Nashua School District. Trish asked me to kind of speak to you guys, and I think it's very important that we're all on the same page, and your support is very important for the success of this program. I've been a hygienist for about 20 years, and I was in private practice for about 15 years, and was on the Board for the Dental Connection for a few years, and then I took a full-time position as their hygienist. I went back to school and got my certification as a public health hygienist. Being a public health hygienist, I know that I can work in schools, nursing homes, anywhere that there's a need in a public aspect. So my heart is with the kids.

So this program came to me, Sealing Smiles Across New Hampshire, because I'm not sure if you all know but the oral health program for the State of New Hampshire conducted kind of a screenings for third grade students throughout the State of New Hampshire. Nashua unfortunately came back as having the highest need and the highest prevalence of dental decay. So that to me was like a shot in my heart because I'm very passionate about what I do. I live in Nashua, and I'm a hygienist, and I dress up as a tooth fairy to promote oral health to kids, and go and present, and give tooth brushes out. So when I heard this news, I'm like we've got to do more. As a clinician working at the Dental Connection, I definitely saw the need as well. So having this program being offered for the School District was very important. I'm very excited.

When I was asked to take part in this opportunity, I hands down said absolutely. So Sealing Smiles Across New Hampshire is a cavity prevention program taking place in all the Nashua Schools. So all the elementary and middle schools. Children from the ages of kindergarten through 8th grade will be able to receive preventative services such as a dental screening, fluoride application, silver diamine fluoride which is a cavity stopping material, dental sealants, and protective restorations is also fluoride releasing, and a goodie bag to go home and continue healthy habits at home as well as the oral hygiene instruction.

So, so far now we have just completed Dr. Crisp School just as of yesterday. So we sent out about 300 consent forms. We got back about 82. Those 82 in one week, I've treated, sealed, screened 82 students. So there's a huge need within our community and with your support, I'm grateful to be a part of this. My hope is that this will continue throughout areas in the State of New Hampshire. Nashua is kind of fortunate to kind of be the pilot of this program to see how we can kind of move it across to other areas and other schools in the State. So we've got a lot of ground to cover. It's myself and a dental assistance who is fluent in Spanish. A lot of the kids that we're seeing in the community are Spanish speaking. It took a lot to really try to break the barriers for our kids within the community. So the languages as well were considered. We translated the paperwork that got sent home to these families into five different languages so that parents can read and understand what's being offered for their child at school. The mission is to really cut the barriers associated with dental care, cost, transportation, maybe a parent can't leave work for whatever reason. So my hope and my passion is to really continue this mission and I think that's it.

Funding - the big part. The funding is being offered by the oral health program and the CDC and we receive funding from them to be able to offer these kids these services. So not only is it offered to kids who have Medicaid or no dental insurance but it's offered to kids that have private insurance. So everybody's eligible for this initiative. Solvere Health is also my fiscal agent so they're overseeing this project as well and the support. Solvere Health is a mobile entity that bring healthcare everywhere to everyone. They were a big part in the adult Medicaid bill and offering services. They go to various communities in New Hampshire kind of dental deserts so to speak where the care is needed. So they've been a big help with this project as well. That's that. I thank you all for that you do for the community and I'm hopeful with your support hopefully we can have this be sustainable and continue this for our youth because it's very important.

The one thing that I say to these kids when I'm dressed up as the tooth fairy is if we don't have a healthy mouth is the rest of our body going to be healthy? So these healthy habits needs to start at a young age and unfortunately it's not always their fault for these barriers. So Stacey Hynes has been great working with her with the communications part of it, getting robocalls sent out for the consent forms to get returned, working very well with the School District staff and support just all around. It's been wonderful. In working with the Connection, I was a familiar face because I would be the ones picking up the kids and transporting them back to the clinic for services. So when I was asked to be a part of this project, I was a familiar face and kids knew me as the tooth fairy without my wings. So thank you all for all that you do for our community and I'm looking forward to being a success for everybody so thank you all. Any questions?

President Wilshire

Alderman Klee.

Alderman Klee

Thank you, Madam President. One of the things I just wanted to clarify is that previously you would transport the children but this is actually done at the school. You've done Dr. Crisp and the school you're at now is?

Myra Nikitas, Sealing Smiles Dental Initiative

Is at Mt. Pleasant. We transport everything. We have a mobile dental chair. We have a huge tool box about the height of me with just stacked with our supplies. Everything is disposable, nothing is biohazard, there's no sharps. We have our own trash can so any 2x2 bibs, anything that we've used, we pack that up and take it, and dispose of it at our own place for trash. So we don't want to be a burden to really anybody in the school. We don't want the janitor to have to pick up after us. This is a service that we're there for these kids. We set up shop and every 15 to 20 minutes we get another student that comes down. So within 6 days, 82 kids is phenomenal in my eyes. So I'm grateful. We just started today is Mt. Pleasant. So my next stop is Amherst Street School and then we're just going to continue on. So it's not only the Title 1 schools, it's all the elementary schools and the three middle schools as well.

So we were granted a space to rent as well to help house all of our supplies at the Youth Council and with the generosity of Representative Dutzy, she paid our rent for the year. So grateful to have that space and office space and right off of Northeastern Boulevard just to have a secure place to have all of our supplies and stuff because as you can see, this is over 5,000 students. It's a lot of material to store. So we have our own printer, our own computers, we have our own ink. We're like our own shop. So thank you all. Any other questions?

President Wilshire

Alderman Moran.

Alderman Moran

Thank you, Madam President. Thank you for the presentation. I know we met last month.

Myra Nikitas, Sealing Smiles Dental Initiative

Yes, thank you.

Alderman Moran

We talked about it in detail. It's a great thing that you're doing for the kids in the schools. A lot of people don't realize that oral health has such an impact on whole health from preventing heart disease and other aspects. It's disheartening to learn that Nashua has such a high need. The highest need that it's getting this new grant to have your services but we're happy that you're here and maybe this is the impact of removing fluoride from our water and now you're seeing the long-term effects of that.

Myra Nikitas, Sealing Smiles Dental Initiative

Yeah, I agree. I didn't know this fact I didn't know this fact but just a food for thought. The number one reason why a child will miss school is a toothache. So we weren't even set up yet at Mount Pleasant and I had a teacher bring down a student with a toothache. Sure enough, she had a broken tooth. We were able to put some cavity stopping material on her tooth, put a temporary filling on that tooth, and she was a new woman. She was smiling, she was happy,

there's no drills, there's no aerosol. You know it's a win, win.

I can't even tell you kids coming to see us, they may be a little anxious - oh I hate the dentist but then we have Christmas music playing, we're our jolly selves, and really all kids - we haven't had one kid that walked out that door and wasn't smiling. So you know if I can ease some kids' anxiety and just a little bit to have them continue with care at a dental office or dental home then you know I did my job. Every time I see a child, I print out a letter to go home to the parent or guardian that says the services that we completed today and my recommendation whether it be to continue with routine care. The screening that I do obviously doesn't take place of a dental exam. They're encouraged to continue that but if they need a dental home, I have a list of providers that I can give that child to bring home to their parent or guardian so that they can continue care and make an appointment with somebody that will take their insurance, or take new patients, or whatever. I think the biggest consensus was cost and not having a dental home that I've seen consent forms come back. So it's nice to kind of offer this care. So thank you all very much.

President Wilshire

It's very important work that you do. Keep it up. Thank you so much for doing it.

READING MINUTES OF PREVIOUS MEETINGS

There being no objection, President Wilshire declared the minutes of the special and regular Board of Aldermen meetings of November 14, 2023 be accepted, placed on file, and the readings suspended.

COMMUNICATIONS REQUIRING ONLY PROCEDURAL ACTIONS AND WRITTEN REPORTS FROM LIAISONS

From: John L. Griffin, CFO/Treasurer/Tax Collector
Re: Purchase two F250 Four Wheel Drive Pick-Up Trucks

There being no objection, President Wilshire accepted the communication and placed it on file.

PERIOD FOR PUBLIC COMMENT RELATIVE TO ITEMS EXPECTED TO BE ACTED UPON THIS EVENING

Bobbie Bagley, Public Health and Community Services Director

Good evening. Bobbie Bagley, Chief Health Official and Director for the City of Nashua Division of Public Health and Community Services. I first want to say thank you, thank you, thank you. Thank you to our Legal Department, our Aldermanic Liaison, and President Lori Wilshire for allowing this item to be on the agenda.

This item is Resolution R-23-183 and it is legislation that was approved by the Board of Aldermen. I received a call from the State that there was a change in the funding amount and so this has been brought back to you this evening to have this Resolution amended and redone. The gratitude is because they wanted this to be heard at the Governor and Council next week. The funding stream does start in January and so this allows for us to not have any gaps in reimbursement in our services. It covers a multi-year funding that we have through our Infectious Disease Control Program out of Community Health which includes our immunization, STD prevention, HIV prevention, tuberculosis, lead poisoning prevention, and then an additional \$10,000 that we got for an immunization program for COVID-19 response. Any questions? Thank you.

President Wilshire

Thank you.

COMMUNICATIONS REQUIRING FINAL APPROVAL

From: C. George Bower, Ph.D., Chairman of Pennichuck Corporation
Re: Special Meeting of the Sole Shareholder – December 15, 2023; Notice of Special Meeting of Sole Shareholder; Proxy Statement; Proxy Card

MOTION BY ALDERMAN MORAN THAT THE BOARD ELECT BRIAN LAW TO THE PENNICHUCK CORPORATION BOARD OF DIRECTORS AS A CLASS A DIRECTOR TO FILL THE VACANCY RESULTING FROM THE POSITION PREVIOUSLY HELD BY PRESTON STANLEY AND TO AUTHORIZE THE MAYOR TO TRANSMIT, BY PROXY CARD, THE VOTE OF THE SOLE SHAREHOLDERS TO THE BOARD OF DIRECTORS OF PENNICHUCK CORPORATION, BY ROLL CALL

A viva voce roll call was taken which resulted as follows:

Yea: Alderman O'Brien, Alderman Sullivan, Alderman Klee, Alderman Moran,
Alderman Lopez, Alderman Jette, Alderman Clemons, Alderwoman Kelly,
Alderman Comeau, Alderman Dowd, Alderman Gouveia, Alderman Sennott,
Alderman Thibeault, Alderwoman Timmons, Alderman Wilshire 15

Nay: 0

MOTION CARRIED

From: Mayor Jim Donchess
Re: Multi-Year Contract Award – Conway Office and Xerox

MOTION BY ALDERMAN GOUVEIA TO APPROVE THE CONWAY 60 MONTH LEASE RENEWAL/ REPLACEMENT FOR THREE (3) COPIER LEASES FOR COMMUNITY HEALTH, WELFARE, AND ADMINISTRATIVE SERVICES WITH CONWAY OFFICE AND XEROX IN THE AMOUNT NOT TO EXCEED \$22,434.00 (\$373.90/MONTH). FUNDING WILL BE THROUGH DEPARTMENT: 120 TECHNOLOGY MAINTENANCE; FUND: 54828 COPIER LEASE/GENERAL FUND

MOTION CARRIED

From: Mayor Jim Donchess
Re: Prosecutor Software – Karpel Solutions

MOTION BY ALDERMAN CLEMONS TO APPROVE AND AWARD A THREE-YEAR CONTRACT FOR CASE MANAGEMENT SYSTEM PROSECUTOR SOFTWARE WITH KARPEL SOLUTIONS IN THE AMOUNT OF \$69,025 (\$58,900 - LICENSING/INSTALL/TRAINING AND \$10,125 - ANNUAL SUPPORT SERVICES). FUNDING WILL BE THROUGH DEPARTMENT: 150 POLICE DEPARTMENT; FUND: 55620 SOFTWARE SUBSCRIPTION

MOTION CARRIED

From: Mayor Jim Donchess
Re: Multi-Year Contract Award – New Era Technology

MOTION BY ALDERWOMAN CLEMONS TO APPROVE AND AWARD A CONTRACT FOR NEW FIREWALL DEVICES AND SUBSCRIPTION SERVICES FOR FIVE (5) YEARS WITH NEW ERA TECHNOLOGIES IN THE AMOUNT OF \$85,298. FUNDING WILL BE THROUGH DEPARTMENT: 122 INFORMATION TECHNOLOGY; FUND: 55699 OTHER CONTRACTED SERVICES/RISK INTERNAL SERVICE FUND

MOTION CARRIED

From: Mayor Jim Donchess
Re: Multi-Year Contract Award – Consolidated Communications, Inc.

MOTION BY ALDERMAN GOUVEIA TO APPROVE AND AWARD A FIVE-YEAR CONTRACT FOR THE REMAINING PHONE "POTS" LINES AND INTERNET SERVICE WITH CONSOLIDATED COMMUNICATIONS, INC., (CCI), IN THE AMOUNT OF \$61,000.00 PER YEAR. FUNDING WILL BE THROUGH DEPARTMENT: 122 INFORMATION TECHNOLOGY; FUND: 55109 TELECOMMUNICATIONS TELEPHONE: VOICE/GENERAL FUND \$51,000; 55105 DATA INTERNET/GENERAL FUND \$10,000

ON THE QUESTION

President Wilshire

You've heard the Motion. I just want to say POTS lines are actually plain old telephone service. That's what that stands for because I have one of those lines in my office. Is there discussion on that Motion?

MOTION CARRIED

From: Tim Cummings, Administrative Services Director
Re: Memorandum Seeking Approval of Bill Barry to Replace Tracy Hall on 201 Main Street Real Estate Corp.

There being no objection, President Wilshire referred this to the Personnel/Administrative Affairs Committee.

PETITIONS - None

NOMINATIONS, APPOINTMENTS AND ELECTIONS

Nashua Housing & Redevelopment Authority

Paul Deschenes (re-appointment) Term to Expire: October 13, 2028
57 Tyler Street, Apt. 710
Nashua, NH 03060

James Tollner (re-appointment) Term to Expire: October 14, 2026
1 Sequoia Circle
Nashua, NH 03063

Eric R. Wilson (re-appointment) Term to Expire: October 14, 2027
60 Indian Rock Road
Nashua, NH 03060

There being no objection, President Wilshire accepted the Appointments by the Mayor as read and referred them to the Personnel/Administrative Affairs Committee.

Without objection, President Wilshire suspended the rules to allow for a new appointment that was submitted after the agenda was prepared.

The Housing Trust Fund Committee

Yafreisy Castillo Pina Term to Expire: December 12, 2026
23 Dexter Street
Nashua, NH 03060

There being no objection, President Wilshire accepted the Appointment as read and referred to the Personnel/Administrative Affairs Committee.

REPORTS OF COMMITTEE

Budget Review Committee 11/09/2023

There being no objection, President Wilshire declared the report of the November 9, 2023 Budget Review Committee be accepted and placed on file.

CONFIRMATION OF MAYOR'S APPOINTMENTS - None

UNFINISHED BUSINESS – RESOLUTIONS

R-23-169

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

RELATIVE TO THE ACCEPTANCE OF \$90,000 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, INTO POLICE GRANT ACTIVITY- "FY2024 HAZARDOUS DEVICE UNIT RESPONSE VEHICLE"

Given its second reading;

MOTION BY ALDERMAN LOPEZ FOR FINAL PASSAGE OF R-23-169
MOTION CARRIED

Resolution R-23-169 declared duly adopted.

R-23-170

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

RELATIVE TO THE ACCEPTANCE OF \$43,117 FROM THE UNITED STATES DEPARTMENT OF JUSTICE INTO POLICE GRANT ACTIVITY- "2023 JUSTICE ASSISTANCE GRANT (MULTI-JURISDICTIONAL)"

Given its second reading;

MOTION BY ALDERWOMAN KELLY FOR FINAL PASSAGE OF R-23-170
MOTION CARRIED

Resolution R-23-170 declared duly adopted.

R-23-173

- Endorsers: Mayor Jim Donchess
- Alderman-at-Large Michael B. O'Brien, Sr.
- Alderman Patricia Klee
- Alderman Richard A. Dowd
- Alderman Derek Thibeault

RELATIVE TO THE ACCEPTANCE OF \$17,499.75 FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND THE NEW HAMPSHIRE DEPARTMENT OF SAFETY INTO EMERGENCY MANAGEMENT GRANT ACTIVITY "2023 BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) PROGRAM"

Given its second reading;

MOTION BY ALDERMAN MORAN FOR FINAL PASSAGE OF R-23-173
MOTION CARRIED

Resolution R-23-173 declared duly adopted.

R-23-174

- Endorsers: Mayor Jim Donchess
- Alderman Michael B. O'Brien, Sr.
- Alderman John Sullivan
- Alderman Patricia Klee
- Alderman-at-Large Melbourne Moran, Jr.
- Alderman Richard A. Dowd
- Alderman Tyler Gouveia
- Alderman Derek Thibeault
- Alderman-at-Large Lori Wilshire

RELATIVE TO THE ACCEPTANCE OF \$16,800 FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND THE NEW HAMPSHIRE DEPARTMENT OF SAFETY INTO FIRE DEPARTMENT GRANT ACTIVITY "2023 HOMELAND SECURITY GRANT PROGRAM - BALLISTIC WARM ZONE VESTS"

Given its second reading;

**MOTION BY ALDERMAN MORAN FOR FINAL PASSAGE OF R-23-174
MOTION CARRIED**

Resolution R-23-174 declared duly adopted.

R-23-175

- Endorsers: Mayor Jim Donchess
- Alderman-at-Large Michael B. O'Brien, Sr.
- Alderman John Sullivan
- Alderman Patricia Klee
- Alderman Richard A. Dowd
- Alderman-at-Large Melbourne Moran, Jr.
- Alderman Tyler Gouveia
- Alderman Derek Thibeault
- Alderwoman-at-Large Gloria Timmons
- Alderman-at-Large Lori Wilshire

RELATIVE TO THE ACCEPTANCE OF \$142,000 FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND THE NEW HAMPSHIRE DEPARTMENT OF SAFETY INTO FIRE DEPARTMENT GRANT ACTIVITY "2023 HOMELAND SECURITY GRANT PROGRAM - QUICK RESPONSE UTILITY VEHICLES"

Given its second reading;

**MOTION BY ALDERWOMAN TIMMONS FOR FINAL PASSAGE OF R-23-175
MOTION CARRIED**

Resolution R-23-175 declared duly adopted.

UNFINISHED BUSINESS – ORDINANCES – None

NEW BUSINESS – RESOLUTIONS

R-23-178

- Endorsers: Mayor Jim Donchess
- Alderman-at-Large Michael B. O'Brien, Sr.
- Alderman John Sullivan
- Alderman Patricia Klee
- Alderman-at-Large Melbourne Moran, Jr.
- Alderman Thomas Lopez
- Alderman-at-Large Ben Clemons
- Alderman Richard A. Dowd
- Alderman Tyler Gouveia
- Alderman Tim Sennott
- Alderman Derek Thibeault
- Alderman-at-Large Lori Wilshire

RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF \$7,400 OF FY2024 UNANTICIPATED REVENUE INTO FUND #2507 "FIRE TRAINING FACILITY RENTAL FUND"

Given its first reading; Assigned to the BUDGET REVIEW COMMITTEE and SCHEDULE A SPECIAL BOARD OF ALDERMEN PUBLIC HEARING ON WEDNESDAY, DECEMBER 13, 2023 AT 7:00 P.M., by President Wilshire

R-23-179

- Endorsers: Mayor Jim Donchess
- Alderman-at-Large Michael B. O'Brien, Sr.
- Alderman John Sullivan
- Alderman Patricia Klee
- Alderman-at-Large Melbourne Moran, Jr.
- Alderman Thomas Lopez

Alderwoman-at-Large Shoshanna Kelly
 Alderman Alex Comeau
 Alderman Richard A. Dowd
 Alderman Tyler Gouveia
 Alderman Tim Sennott
 Alderman Derek Thibeault
 Alderwoman-at-Large Gloria Timmons
 Alderman-at-Large Lori Wilshire

RELATIVE TO THE ACCEPTANCE OF \$58,000 FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF JUSTICE INTO POLICE GRANT ACTIVITY "2024 VIOLENCE AGAINST WOMEN GRANT PROGRAM" AND TO AUTHORIZE THE TRANSFER OF MATCHING FUNDS

Given its first reading; Assigned to the HUMAN AFFAIRS COMMITTEE by President Wilshire

R-23-180

Endorsers: Mayor Jim Donchess
 Alderman-at-Large Michael B. O'Brien, Sr.
 Alderman Patricia Klee
 Alderman-at-Large Melbourne Moran, Jr.
 Alderman Thomas Lopez
 Alderman Alex Comeau
 Alderman Richard A. Dowd
 Alderman Derek Thibeault
 Alderman-at-Large Lori Wilshire

RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF \$1,015,000 OF ASSIGNED FUND BALANCE INTO CAPITAL PROJECT ACTIVITY "HUNT BUILDING REPAIRS AND IMPROVEMENTS"

Given its first reading; Assigned to the BUDGET REVIEW COMMITTEE and SCHEDULE A SPECIAL BOARD OF ALDERMEN PUBLIC HEARING ON WEDNESDAY, DECEMBER 13, 2023 AT 7:00 P.M., by President Wilshire

R-23-181

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

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$485,000 FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE SAVE AMERICA'S TREASURES GRANT PROGRAM INTO CAPITAL PROJECT ACTIVITY "HUNT BUILDING REPAIRS AND IMPROVEMENTS"

Given its first reading; Assigned to the BUDGET REVIEW COMMITTEE, HUMAN AFFAIRS COMMITTEE, and SCHEDULE A SPECIAL BOARD OF ALDERMEN PUBLIC HEARING ON WEDNESDAY, DECEMBER 13, 2023 AT 7:00 P.M., by President Wilshire

R-23-182

Endorsers: Mayor Jim Donchess
 Alderman-at-Large Michael B. O'Brien, Sr.
 Alderman John Sullivan
 Alderman Thomas Lopez
 Alderman Alex Comeau
 Alderman Richard A. Dowd
 Alderman Tyler Gouveia

AUTHORIZING THE SALE OF TAX DEEDED PROPERTY LOCATED AT 17 JACKSON STREET AND "L" BRIDGE STREET TO LIBERTY UTILITIES

Given its first reading; Assigned to the COMMITTEE ON INFRASTRUCTURE and PLANNING BOARD by President Wilshire

Without objection, President Wilshire suspended the rules to allow for a Resolution that was received after the agenda was prepared.

R-23-183

Endorser: Mayor Jim Donchess

RELATIVE TO THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$994,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO VARIOUS PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES

Given its first reading;

MOTION BY ALDERMAN O'BRIEN TO SUSPEND THE RULES AND ALLOW FOR A SECOND READING OF R-23-183

MOTION CARRIED

MOTION BY ALDERMAN O'BRIEN FOR FINAL PASSAGE OF R-23-183

ON THE QUESTION

Alderman O'Brien

We heard from Director Bagley. This is a timely matter to get this up. It sounds like to me just like the house cleaning issue to clean up the numbers that meet the adequacy for the State so I urge your support for this. Thank you.

President Wilshire

Alderwoman Kelly.

Alderwoman Kelly

Thank you. I fully intend to support this. I had a question but I felt it was better to wait then ask it during public comments. So I noticed they came in lower than what we were anticipating. So if I could ask question through you to Director Bagley is she making that up with her own budget or will there be just less money go to this programming?

President Wilshire

Director Bagley.

Bobbie Bagley, Public Health and Community Services Director

The amount came in lower. Initially, the State thought they were going to get additional dollars from the CDC. The original amount as you saw was \$1,054,000 and then they learned that the amount was going to be reduced. I don't have additional funds to make up for that shortfall and there are some additional dollars that may come from other sources but for right now, I don't have additional dollars to support the decrease in the amount of funding that will be coming from the State.

President Wilshire

Alderwoman Kelly.

Alderwoman Kelly

Thank you. So are you equally distributing it in terms of the lessor or are there certain programs that are just completely gone?

Bobbie Bagley, Public Health and Community Services Director

No. All those programs will be provided. The amount of money that will be and the budget will be a little bit less. In many of those grants that we have there, most of the services that are provided are provided by our public health nurses that are funded by the city and so those services will be able to continued.

Alderwoman Kelly

Thank you very much.

R-23-183

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

RELATIVE TO THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$994,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO VARIOUS PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES

Given its second reading;

MOTION BY ALDERMAN O'BRIEN FOR FINAL PASSAGE OR R-23-183

ON THE QUESTION

Alderman Jette

Thank you. Could I ask a Corporation Counsel a question through you?

President Wilshire

You can.

Alderman Jette

So we already passed R-23-157 and this is correcting that but does 157 just disappear automatically or do we have to take any action to repeal that?

Steve Bolton, Corporation Counsel

This Resolution R-23-183 explicitly repeals the former Resolution R-23-157. If you look down in the fourth paragraph where it says "NOW THEREFORE", the repeal is made explicit.

Alderman Jette

Oh, I see it now. Thank you very much. Thank you for answering the question.

President Wilshire

Any further discussion?

MOTION CARRIED

Resolution R-23-183 declared duly adopted.

NEW BUSINESS – ORDINANCES

O-23-066

- Endorsers: Mayor Jim Donchess
- Alderman-at-Large Michael B. O'Brien, Sr.

Alderman-at-Large Gloria Timmons

INCREASING SEWER USE FEES RATES AND CHARGES

Given its first reading; Assigned to the PERSONNEL/ADMINISTRATIVE AFFAIRS COMMITTEE and BOARD OF PUBLIC WORKS by President Wilshire

O-23-067

Endorsers: Mayor Jim Donchess
Alderman Thomas Lopez
Alderman Patricia Klee
Alderman-at-Large Melbourne Moran, Jr.
Alderman Alex Comeau
Alderman Tim Sennott

NO PARKING ON THE WEST SIDE OF A SECTION OF ELM STREET

Given its first reading; Assigned to the COMMITTEE ON INFRASTRUCTURE by President Wilshire

O-23-068

Endorsers: Mayor Jim Donchess
Alderman Alex Comeau
Alderman Derek Thibeault
Alderman-at-Large Gloria Timmons

AUTHORIZING TRAFFIC AND PARKING CHANGES ON WATER STREET

Given its first reading; Assigned to the COMMITTEE ON INFRASTRUCTURE and ENGINEERING DEPARTMENT by President Wilshire

PERIOD FOR GENERAL PUBLIC COMMENT

Stephen Scaer

Good evening. Stephen Scaer, 111 East Hobart Street. Just a quick comment, a quick suggestion, and then a question on something that may be a related matter. I heard the Mayor at the debate explaining the homeless encampment and the reasons that it ended up going the way it did. I have no reason to believe anyone was acting maliciously it's just that we're living in a republic even in this city, I'd like to see public debate discussions of important issues. I don't think any two people in this room would come up with the exact same response to a difficult situation like that just that there should be some community input.

Also, excuse me if this is a foolish question. I'm in Ward 7. Do I have a new Alderman?

President Wilshire

You do. Alderman Tim Sennott.

Stephen Scaer

Tim, okay. How do I get contact information for you?

Alderman Sennett

I just received my email activation today but you can reach me at sennottt@nashuanh.gov.

Stephen Scaer

Okay. Was there going to be any sort of announcement of this change by the Board of Aldermen or the city?

Alderman Lopez

I think it was the last meeting.

President Wilshire

It was at the last meeting.

Stephen Scaer

Okay, thank you very much.

President Wilshire

You're welcome.

REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

Alderman O'Brien

Thank you, Madam President. It's regretfully that I arise to speak on behalf of Lieutenant Jess Wyman. I had the pleasure of serving with her during my time - 35 years with Nashua Fire Rescue. Lieutenant Wyman came to Nashua Fire Rescue. She had in total 26 years of service in the Fire Department. She spent a total of 16 years with us on the Fire Department and prior to that she worked 16 years as a firefighter/paramedic for the Town of Merrimack.

She also had a very lengthy career as a nurse at Southern New Hampshire Health. She worked in the emergency department and I can just imagine how many hands that she laid upon to cure. She was really quiet a gal. She rose within that rank. This is of course after the Fire Department to become the Executive Director of Inpatient and Critical Care Services.

I had the honor of working with Lieutenant Wyman because of her other project that she had - Camp Fully Involved. What Camp Fully Involved is, is a camp for young women who want to seek a career into the fire service and if not into the fire service, they can also seek a career into leadership and learn that they can conquer. Now I worked with a lot of people. Some firemen are better than other firemen but believe me, Lieutenant Jess was one of the best. She could prove herself, she managed her company well, and she was a direct asset.

Although unfortunately I would have liked to have more assigned to me on Group 1 but we did have occasion on number of times of fighting fires together and watching her develop within her career she gave so much. To us firefighters, I really want to stipulate this is as much to us as having a building fallen upon you or some other tragedy. This is an occupational line of duty death. This is something. She gave it all, and she should be recognized, and she will be fondly remembered by her brothers and sisters of Nashua Fire Rescue. Godspeed Lieutenant Wyman. Thank you.

Alderman Klee

Thank you, Madam President. Again, I'd like to thank Myra Nikitas for coming in giving us that presentation. I know she'll be speaking to the Board of Ed again and she does really good work.

I'd also like to thank you Mr. Larry Goodhue who's been in charge of Pennichuck for many years. He's going to be retiring at the end of this year. Our last meeting that we have was the last meeting he was going to be attending. He has been as long as I've been on the Board of Aldermen, I've been on the Pennichuck Water. This term I had the privilege of chairing that Committee and working with him has been incredible. He's very patient when I ask him the same question over and over again. I do it as much to re-educate myself each time as well as to educate the public as to Pennichuck is a very unique enterprise for the city and people think we own it and can do so on and it's not quite as simple as that. He's been very patient. He and his staff there, Mr. Boisvert will be taking over in his stead and he also is an incredible man to work with.

I, too, would like to give my condolences to Lieutenant Jessica Wyman's family and when I say family, I don't just mean her blood family but I mean her firefighter family as well. I can say that as being a State Rep. as well as my colleague to the left Alderman and State Rep. O'Brien, when we've been up in the State House one of the things we tried to pass a lot was bills that helped firefighters with line of duty cancers and so on. There's so many carcinogens that they have to face and I'm sure Alderman Gouveia who works with the Firefighter's Union, and is an advocate for them in Concord, and does an admirable job, and I thank him for that.

The issue is I'm going to ask everybody who's listening to us to contact their State Rep., contact their friends to get them to contact their State Rep., and pass more legislation that helps our firefighters who have to face these carcinogens. It's not just the stuff that they're breathing in, they take it in through their skin. Our biggest organ is our skin and they take these things in not just through their lungs but through their skin. We need to promote good firefighter clothing and we need to also promote that these line of duty cancers are just that. They deserve Workman's Comp, they deserve

everything that they can get, and we need to be their advocates. They've been here for us and it's time for us to be there for them. So thank you and condolences to the Wyman family and I mean the firefighter family as well. Thank you.

Alderman Moran

Thank you, Madam President. I, too, would echo the comments of my previous two speakers regarding Lieutenant Wyman. Very difficult line of duty, of loss, and from all aspects. It's not just running into a fire like Alderman O'Brien said that you put your life on the line with carcinogens and all these other factors. Alderman Klee is right. We need to advocate for more support services, aftercare, and whatever we can to support people who risk their lives, and one of the most trusted civil service positions in the country and to Nashua Fire Rescue as well.

Better news. Change the subject slightly. The winter stroll was amazing. It was a very fun time. My kids had a blast as usual. I saw Alderwoman Timmons she is everywhere. I turned around and she was taking pictures, filming, great pictures on Facebook. It looked like it was bigger than last year and a lot more vendors. Thanks to Paul Shea for coming back and taking over last minute for three weeks prior to a giant event like that. I think the community had a great time. There was a lot of excitement, a lot of positive atmosphere on Small Business Saturday, and definitely impacted the small businesses downtown for the betterment of Nashua.

Second. Thank you to all the city workers, the City Clerk, all the volunteers that came out for the recount. I can't give any kudos to you guys. I'm sorry I missed it, I guess, but it was definitely something. I watched the video at home. I would like to also congratulate future School Board Member Shewanda Williams who's run a great campaign. I also have to send my thanks to all the work that soon to be former School Board Paula Johnson has done for the city. We may disagree on many, many things but she was duly elected in her capacity and many times throughout the city. I'm sure we won't see the last of her. I always look forward to her competitive races. Thank you.

Alderman Lopez

Yeah, I wanted to acknowledge the great job that was done with the stroll. Pass on my appreciation to the organizing that Great American Downtown did, all the work that city staff did as well. I thought was a great event and I heard a lot of really, really good things. Evening of the event, I saw a lot of really good changes and it was a great event overall.

That morning also, we organized a decoration - I guess you could call it work day at Dalainis House on Water Street and Factory Street. It was a great opportunity to kind of decorate the common area for the veterans that are staying there, make sure that they have the opportunity to participate, you know, at least with their window as proudly as some of the other storefronts do, and it's something we've done for many, many years. I know that Alderman Klee attended and volunteered on her birthday so it was very appreciative of that as well as Alderman Jette. It's a great opportunity to include veterans in the city, in their community, and in their neighborhoods. So much appreciated. It's the kickoff to other stuff too where, for example, we'll be putting out boxes to collect holiday decorations. Now that we've decorated the floor or the common areas, five floors of that building which is too much for a decorating party to do but the veterans themselves can do it and competitively do so. So it'll be the kickoff to their floor wars where each floor will compete and decorate as well as they're able. It'll culminate in a Christmas party where the different floors are going to be judged and prizes are awarded. The public is welcome to contribute or donate to any of that as well - gift cards and that kind of stuff. It's a great way of celebrating the holidays as I said, including everyone and recognizing those who served our country as essential parts of our community.

And then finally, I just wanted to make a comment legislatively regarding some of the ordinances that have been proposed tonight. I was approached regarding changing the parking on the west side of Elm Street by city staff. They gave me a heads up about it as the Ward Alderman. They kind of reviewed the basics of it, asked me to sponsor it, and it makes sense. They kind of educated me a little bit about how there needs to be a turning radius and some minor cosmetic adjustments to that area would allow for better traffic flow pattern. I was not approached about O-23-68 and in reviewing it, I can see why. They probably anticipate that I would have a lot of concerns as the Ward Alderman as to how it would affect those same veterans that we were just working with, Clocktower, the neighborhood, the flow of traffic downtown. So this is coming in late in the legislative year and over the holiday season. I'm certain since it's going to Committee on Infrastructure that Alderman O'Brien will entertain a robust discussion if needed. There will be presentations and education so I don't want to prematurely judge the Ordinance but there is a difference when you engage the Ward Alderman and invite him to be part of the process versus just presenting it and letting the chips kind of fall where they are. So I look forward to learning more about what is proposed, and what the needs are and hopefully hearing from the community as to how they view those needs as well. Thank you.

Alderman Jette

Thank you. So I first want to congratulate Alderman O'Brien and Alderwoman Timmons for agreeing to sponsor Ordinance O-23-066 Increasing the Sewer Use Rates and Charges. I noticed there weren't a whole lot of us raising their hands for that one. I'm sure as we heard from the discussion the other night, these are probably very, very much needed. I look forward to hearing more about it but I recognize their courage in stepping forward.

Alderman O'Brien

I just want everything to flush appropriately. I'll pay anything.

Alderman Jette

I also wanted to recognize and congratulate the administration and the departments for I've noticed that we've purchased some hybrid vehicles and some EVs, some electric vehicles including a pickup truck, and I congratulate the administration in following through on its announced goal to get us away as much as possible the burning of fossil fuels. Thank you very much for pursuing that.

Lastly, I just want to let Ward 5 residents know that there will be a Ward 5 meeting with the Nashua Police Department at the Nashua Police Department on December 20th at 6:00 p.m. So you're invited to come and talk. Let the police know what you're ask them questions and let them know what your concerns are about policing in Ward 5. I've heard a lot of complaints about West Hollis Street so this is your opportunity to come and let the police know you know what you've observed and give them a chance to respond to your concerns. So thank you.

Alderman Dowd

Just real quick. Over the years, I met Lieutenant Wyman a number of times and saw her fighting fires over the course of many years and I just want to extend my condolences to her immediate family and extended family. I don't think oftentimes that people understand just how dangerous it is to be a firefighter. As we found in 911, they're the ones that run into the fire not out of it, and they save a lot of lives, and save a lot of property, and they put themselves at severe risk. So just want to congratulate them for all their work.

The other thing is I want to give a shout out to Paul Shea who is back and taking over GAD and did a phenomenal job in pulling together the Stoll. Some of the work was done before but I think he made sure it ran smoothly and flawlessly. I do know that he put a lot of time and effort into it.

The other thing is now that the election season is over, we had a lot of negative things being thrown around during the election and I hope now that the election is over and people are ready to assume their roles, new roles, old roles that we now just come together as a city and function as one entity.

Alderman Gouveia

Thank you, Madam President. I just want to echo the condolences to Lieutenant Wyman's family. It's occupational cancer and fire services. It's brutal. I mean being in the fire service having a 9% higher risk of getting cancer when he contract at a 14% higher risk of dying from it is a risk they all take every day going to any given call. This is all over time too. This isn't one particular instance. It's over the span of a career and that needs to change and there needs to be action at the State level. I think there's a lot of positive things coming in this upcoming session. I know my colleague across the chamber has been very helpful with some of this legislation and I hope we can start to change the culture a little bit and really bring these cancer death rates down because it's absolutely plaguing the fire service industry right now. It's just awful. Thank you.

Alderman Sennott

Thank you, Madam President. I, too, would like to extend my condolences to the family of Lieutenant Wyman. This sort of occupational hazard that carries with firefighters long after they've left the service is something that has touched the family that I married into. I know that loss is never lost on them. They never quite forget the sacrifice that their family member made and what took them from them too early. So we certainly share in the Wyman family's pain.

On happier notes, I would like to also share in the recognition of Paul Shea and another individual who hasn't been named but also shared in the lion's share of that work and that's the President of Great American Downtown Tommy Parnell. Tommy and Paul have lost many, many hours of sleep over the last couple of weeks trying to make this all come together on short notice. Everybody that I was with on the Stroll that night seems to agree that they pulled off the impossible.

Finally like my colleague Alderman Moran, I was unable to attend the festivities of the recounts last weekend but I want to extend my thanks to everybody that did spend their entire Saturday here. I've participated in one of those recounts before as a counter and it's a lot of tedious, detail-oriented work and so I'm grateful for everybody that came out to bolster the fact that our elections are strong. I appreciated their work. Thank you.

Alderman Thibeault

Thank you, Madam President. Yeah that was a painfully long day as someone just basically sitting there for most of it. But it will say to everybody out there that you can watch democracy, right? That's people sitting there counting votes. I mean that's what we look towards. People can come and watch it and it's public. It actually flipped which that doesn't often happen. So it was very interesting to see that all play out and how it works. So thank you to Clerk Healey and everybody that participated. It was a quite the day.

I have a few things. So one - not speaking out of turn here but poor Alderman Moran got to the Stroll a little bit early and had to spend a little extra money to smooth out his family's being there over an hour early.

Alderman Moran

Two hours early.

Alderman Thibeault

Two hours early! So I appreciate him and his kids sticking it out to at least get up the street.

Alderman Moran

And we appreciate you and Alderman Dowd babysitting.

Alderman Thibeault

So thank you to that. Also, I want to thank Michael Apfelberg and United Way for their radio telethon this weekend. A few of us were on it and they do great work and I really wanted to thank them for poor Michael staying up, you know, whatever it was 24 hours or whatnot to get through that. Luckily, I got a good time this year.

And then you know again, condolences to Lieutenant Wyman and family. I have two firemen in my family - uncles. One in Wyoming and one in New Hampshire both retired. Although luckily knock on wood they don't have those kinds of issues but they certainly have the injuries of risk when you're a fireman and all the different things you have to do. So it's a risky job, and it's tough, and I salute everybody that does that job. It's not easy and I really appreciate our Fire Department. I think we do a great job here. Again, condolences to that.

The last thing I want to bring up is another condolences and if anybody knew Frannie. I know the Fire Department did. If you lived in Nashua long enough, you knew Franny. Growing up a couple of years on Chestnut Street behind the Fire Station, Frannie would walk down that street and down Elm Street going Dana did it because that was my brother's name, or Derek did it, and I was wondered what I did and as a 10-year old, you don't know what's going on when he did that. But he was a mainstay of that area and unfortunately, he passed away a couple of weeks ago. I want to mention it and I had forgotten to. I know I saw his last name in the paper but I just knew him as Frannie. He was like Cher, or Madonna, or he goes by one name. So to his family condolences and I smile because he was that fixture. Everybody knew who he was. I know Alderman O'Brien knew very well who he was so.

Alderman O'Brien

Oh yes.

Alderman Thibeault

So I just wanted to put that out there.

Alderman Timmons

Thank you, Madam President. I'd like to say that Nashua does a lot for our community and I'm out the all the time so I see what they do. We don't give Nashua the city itself enough credit. So I'm gonna go back to the Halloween Bash. We had

the Halloween Bash. After Halloween Bash, we had the Senior Outing. At the Senior Outing, we didn't leave the homeless out. We had the Thanksgiving dinner and the whole federal delegation in New Hampshire, including the Mayor, was at that the big Thanksgiving Day meal. It was fantastic. It was hundreds of people that came out for a Thanksgiving meal. Then we had The Holiday Stroll and a lot of my colleagues around the shoe was there. So this city does a lot for our citizens and we should applaud what they do.

I came from Hartford, Connecticut, and I did not do half as much there. That city is much larger than this one. But that's not (inaudible) and my kids are doing here, and my grandkids are doing here. So I applaud the City of Nashua. I sung with Dan Healey. I don't know if he was singing but he was there right along with me. My colleague over there Moran, and Lopez, and of course you. It's a great city to live, and work, and play and I just can't see anything negative. I refuse to have any negativity in this chamber or in this city. It's a great city to live. I swear if you don't like it, go to Hartford, Connecticut, and then come back here and tell me if you like it here better. So, I just want you to know that this city is really good. We take care of all our citizens from the top to the bottom. We take care of everyone and we treat them equally. Thank you. That's all I have to say.

Alderman Wilshire

I'd like to thank the City Clerk for all the work on the recount getting all volunteers in there. It was a long, tedious day but it was a good day overall. Congratulations to School Board Member-Elect Shewanda Daniels Williams.

Also, I'd like to wish Larry Goodhue well on his retirement from Pennichuck. He was a great CEO there and he will be missed.

Frannie. Frannie was a mainstay. I grew up in Nashua. I knew Frannie my whole life. He was a good guy. He wasn't harmful. He'd just walked up and down Main Street and said hi to everybody. Just a good guy so my condolences to Frannie's family. I don't know his last name.

Alderman O'Brien

Whitford.

Alderman Wilshire

What is it?

Alderman O'Brien

Whitford.

Alderman Wilshire

Whitford. Never knew. He was just Frannie.

Alderman O'Brien

Actually I think he was the third - second or third.

Alderman Wilshire

My condolences also to the family of Lieutenant Wyman. That's quite a job and quite a career she had and my condolences to her family, friends, and extended family.

Welcome back to Great American Downtown to Paul Shea. I did not attend the Stroll but I did see a lot of pictures and it looked like it was very well attended. That's all I have.

Committee announcements:

Alderman Moran

Tomorrow night here in the Aldermanic Chamber at 7:00 p.m., PEDC will be meeting for public hearing regarding - I

continue to call them "the Jette amendments" regarding changes to notifying the public for certain planning purposes. I look forward to seeing everyone there.

ADJOURNMENT

**MOTION BY ALDERMAN O'BRIEN THAT THE NOVEMBER 28, 2023, MEETING OF THE BOARD OF ALDERMEN BE
ADJOURNED
MOTION CARRIED**

The meeting was declared adjourned at 8:37 p.m.

Attest: Dan Healey, City Clerk

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	CONTACT NAME: Maria Nixon	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 781-376-5035
E-MAIL ADDRESS: Maria.Nixon@usi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American Alternative Insurance Corp		19720
INSURER B: Safety National Casualty Corp		15105
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

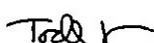
City of Nashua
 Risk Management Department
 229 Main Street;
 Nashua, NH 03061

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N1A2RL000000517	07/01/2023	07/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ RETENTION \$300,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SP4065115	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: BRIC Grant

CERTIFICATE HOLDER New Hampshire Department of Safety Division of Homeland Security & Emergency Management State Hazard Mitigation Officer 33 Hazen Drive Concord, NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

This page has been left blank intentionally.