7:15 PM | Aldermanic Chamber

or immediately after Special Board of Aldermen

1. ROLL CALL

2. PUBLIC COMMENT

3. COMMUNICATIONS

4. UNFINISHED BUSINESS

5. NEW BUSINESS – RESOLUTIONS

R-26-019

Endorsers: Mayor Jim Donchess
Alderwoman Vengerflutta Smith
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderman-at-Large Alicia Gregg
Alderwoman-at-Large Shoshanna Kelly
Alderman-at-Large Ben Clemons
Alderman Patricia Klee
Alderman-at-Large Lori Wilshire

AUTHORIZING THE PURCHASE OF 14 MULBERRY STREET

R-26-020

Endorsers: Mayor Jim Donchess
Alderwoman Vengerflutta Smith
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderman-at-Large Alicia Gregg
Alderwoman-at-Large Shoshanna Kelly
Alderman-at-Large Ben Clemons
Alderman Patricia Klee
Alderman-at-Large Lori Wilshire

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF NINE HUNDRED THOUSAND DOLLARS ($900,000) TO FUND THE PURCHASE, DESIGN, PRE-RENOVATION WORK AND RENOVATIONS FOR A RESOURCE CENTER AT 14 MULBERRY STREET

6. NEW BUSINESS – ORDINANCES

7. TABLED IN COMMITTEE

8. GENERAL DISCUSSION

9. PUBLIC COMMENT

10. REMARKS BY THE ALDERMEN

11. ADJOURNMENT

R-26-019

RESOLUTION

AUTHORIZING THE PURCHASE OF 14 MULBERRY STREET

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that the Mayor, with the assistance of the Office of Corporation Counsel, is hereby authorized to purchase the real property at 14 Mulberry Street (City Tax Map 82, Lot 8) pursuant to the attached Purchase and Sale Agreement.

FURTHER RESOLVED that the Mayor is hereby authorized, with the assistance of the Office of Corporation Counsel, to prepare and execute all necessary documents related to the Purchase and Sale Agreement and to effectuate the same.

LEGISLATIVE YEAR 2026

RESOLUTION: **R-26-019**

PURPOSE: **Authorizing the Purchase of 14 Mulberry Street**

ENDORSERS: **Mayor Jim Donchess**

COMMITTEE ASSIGNMENT: **Planning and Economic Development Committee**
Planning Board

FISCAL NOTE: **The purchase price is seven hundred and thirty thousand dollars ($730,000)**

ANALYSIS

This resolution authorizes the Mayor to enter into the attached Purchase and Sale Agreement for 14 Mulberry Street (City Tax Map 82, Lot 8). This purchase supports a component of the Nashua Resource and Transitional Housing Center which was is included in the FY2027 Capital Improvements Committee report.

Charter §77 provides that the Planning Board "shall review and make recommendations to the mayor and board of aldermen . . . on the purchase and sale of any land by the city."

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

By: /s/Celia K. Leonard

Date: April 2, 2026

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form

NEW HAMPSHIRE REALTORS® EQUAL HOUSING OPPORTUNITY

March 28, 2026 ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 23 of this Agreement.

1. **THIS AGREEMENT** made this 27 day of March, 2026 between Najad Ghanbari ("SELLER") of 14 Mulberry St, City/Town Nashua, State NH Zip 03060 and City of Nashua ("BUYER") of 229 Main St, City/Town Nashua, State NH Zip 03060.

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Nashua located at 14 Mulberry St County Hillsborough Book 9249 Page 84 Date ____________ ("PROPERTY").

3. The **SELLING PRICE** is Seven hundred thirty thousand and 00/100 Dollars $ 730,000.00.
A DEPOSIT in the form of Check, is to be held in an escrow account by eXp Realty ("ESCROW AGENT"). BUYER ☐ has delivered, or ☑ will deliver to the ESCROW AGENT's FIRM within 3 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of $ 10,000.00. BUYER agrees that an additional deposit of earnest money in the amount of $__________ will be delivered on or before NA. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of $ 720,000.00.

4. **DEED:** Marketable title shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. **TRANSFER OF TITLE:** On or before April 30, 2026 at Hillsborough County ROD ____________ or some other place of mutual consent as agreed to in writing.

6. **POSSESSION:** Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: ____________

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within 48 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. **REPRESENTATION:** The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:

Linton Scarlett of eXp Realty
is a ☑ seller agent ☐ buyer agent ☐ facilitator ☐ disclosed dual agent*

Buyer is Unrepresented of NA
is a ☐ seller agent ☐ buyer agent ☐ facilitator ☐ disclosed dual agent*

*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

☐ NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. **INSURANCE:** The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds $ 10,000.00.

SELLER(S) INITIALS N.G / ____________ BUYER(S) INITIALS JWD / ____________

9. **TITLE:** If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

10. **PRORATIONS:** Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

None ______.

11. **PROPERTY INCLUDED:** All Fixtures ______

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas, Arsenic and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

Disclosure Required ☑ YES ☐ NO

PFAS: Poly - and perfluoroalkyl substances: (PFAS) are found in products that are used in domestic, commercial, institutional and industrial settings. These chemical compounds have been detected at levels that exceed federal and/or state advisories or standards in wells throughout New Hampshire, but are more frequently detected at elevated levels in southern New Hampshire. Testing of the water by an accredited laboratory can measure PFAS levels and inform a buyer's decision regarding the need to install water treatment systems.

Flood: Properties in coastal areas and along waterways may be subject to increased risk of flooding over time. A standard homeowners insurance policy typically does not cover flood damage. The buyer is encouraged to determine whether separate flood insurance is required and consult the Federal Emergency Management Agency's flood maps (FEMA.GOV) in order to determine if the property is in a designated flood zone.

13. **Waterfront Property.** Buyers of Waterfront Property may be required to obtain a septic evaluation prior to closing. Buyers should perform due diligence on this issue.

14. **BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES BY INITIALING HERE:** JWD ______

15. **INSPECTIONS:** The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

SELLER(S) INITIALS N.G / ______ BUYER(S) INITIALS JWD / ______

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	☐	☑	within______days	f. Lead Paint	☐	☑	within______days
b. Sewage Disposal	☐	☑	within______days	g. Pests	☐	☑	within______days
c. Water Quality	☐	☑	within______days	h. Hazardous Waste	☐	☑	within______days
d. Radon Air Quality	☐	☑	within______days	i. ______________	☐	☐	within______days
e. Radon Water Quality	☐	☑	within______days	j. ______________	☐	☐	within______days

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. **If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:**

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or
2) If SELLER elects not to repair or remedy the unsatisfactory conditions(s) the BUYER may release the home inspection contingency and accept the property as is; or
3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.
BUYER HEREBY ELECTS TO *WAIVE THE RIGHT* TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING HERE: JWD

16. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

	YES	NO		YES	NO
a. Restrictive Covenants of Record	☐	☑	d. Condominium documentation per N.H. RSA 356- B:58	☐	☑
b. Easements of Record/Deed	☐	☑	e. Co-op/PUD/Association Documents	☐	☑
c. Park Rules and Regulations	☐	☑	f. Availability of Property/Casualty Insurance	☐	☑
			g. Availability and cost of Flood Insurance	☐	☑

If such review is unsatisfactory, BUYER must notify SELLER in writing within NA days from the effective date of the Agreement failing which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

17. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the **ESCROW AGENT** may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the **ESCROW AGENT** shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the **ESCROW AGENT** harmless in such capacity. Both parties hereto agree that the **ESCROW AGENT** may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court

SELLER(S) INITIALS N.G/ _____ BUYER(S) INITIALS JWD / _____

18. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

19. FINANCING: This Agreement (☐ is) (☑ is not) contingent upon BUYER obtaining financing under the following terms: AMOUNT __________ TERM/YEARS ________ RATE ___________ MORTGAGE TYPE CASH

~~For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.~~

~~The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.~~

~~BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.~~

~~TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency. BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within NA calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.~~

~~If BUYER provides written evidence of inability to obtain financing to SELLER by NA ("Financing Deadline"), then:~~

~~(a) This Agreement shall be null and void; and~~

~~(b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and~~

~~(c) The premises may be returned to the market.~~

~~BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.~~

~~If, however:~~

~~(a) BUYER does not make application within the number of days specified above; or~~

~~(b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,~~

~~Then SELLER shall have the option of either:~~

~~(a) Declaring BUYER in default of this Agreement; or~~

~~(b) Treating the financing contingency as having been waived by BUYER.~~

~~If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:~~

~~(a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and~~

~~(b) This Agreement will be terminated; and~~

~~(c) The premises may be returned to the market for sale.~~

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

(a) Will be entitled to all deposits in accordance with the Deposit Procedures; and

(b) This Agreement will be terminated; and

(c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

WIRE FRAUD ALERT. Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller ______________________ Buyer JWD ______________________

20. ADDITIONAL PROVISIONS:

-Buyer has 10 days to complete title search.
-Offer is subject to Board of Alderman approval.
-Seller to assign/release lease deposits to the city once the sale is final.
-Seller to continue marketing the property until Board approval is secured.

-Any subsequent offers will be contingent upon the Board not approving the current Purchase and Sale.

-In reference to section 3, buyer has 3 business days to deliver the $10K deposit.

CONCESSIONS:

PROFESSIONAL FEE:

21. ADDENDA ATTACHED: ☐ Yes ☑ No ______________________

SELLER(S) INITIALS N.G / ______ BUYER(S) INITIALS JWD / ______

22. **CHOICE OF LAW AND VENUE:** The parties irrevocably agree that any dispute arising out of or related to this Agreement or the transaction contemplated thereby shall be determined in accordance with the laws of the state of New Hampshire, regardless of any choice of law analysis, and that the exclusive venue for such disputes shall be the federal or state courts in New Hampshire.
23. **EFFECTIVE DATE/NOTICE:** Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

James W. Donchess	03/27/2026, 06:08:11 PM EDT /		/
BUYER	DATE/TIME	BUYER	DATE/TIME

229 Main St
MAILING ADDRESS

MAILING ADDRESS

Nashua NH 03060
CITY STATE ZIP

CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

[signature]	3-28-2026 / 1:29pm		/
SELLER	DATE/TIME	SELLER	DATE/TIME

285 Pearl St
MAILING ADDRESS

MAILING ADDRESS

Manchester, NH 03104
CITY STATE ZIP

CITY STATE ZIP

SELLER(S) INITIALS N.G / ______ BUYER(S) INITIALS JWD / ______

R-26-020

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF NINE HUNDRED THOUSAND DOLLARS ($900,000) TO FUND THE PURCHASE, DESIGN, PRE-RENOVATION WORK AND RENOVATIONS FOR A RESOURCE CENTER AT 14 MULBERRY STREET

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua* are hereby authorized to issue and sell general obligation bonds of the City, in an aggregate principal not to exceed nine hundred thousand dollars ($900,000). The proceeds of said bonds shall be used to pay for the purchase, design, pre-renovation work and renovations for a resource center at 14 Mulberry Street, Nashua, NH. The useful life of this project is twenty (20) years.

Pursuant to Nashua City Charter §54-a, this resolution requires a "duly advertised public hearing." Also see NH RSA 33:9, which requires a 2/3 vote for passage of this resolution.

The Bonds shall be general obligations of the City of Nashua, payable as to principal and interest from ad valorem taxes which will be levied without limitation as to rate or amount on all taxable property within the territorial limits of the City of Nashua.

The Bonds shall bear the manual or facsimile signature of the City Treasurer and the Mayor. In accordance with Chapter 91 of the New Hampshire Acts of 2005, bonds issued pursuant to this resolution shall not require an authenticating certificate of a bank or trust company doing business in the State of New Hampshire or The Commonwealth of Massachusetts, or the Commissioner of Revenue Administration.

The Bonds shall have such terms and conditions and be in such form, subject to the provisions of this resolution and applicable law, as such shall be determined by the Mayor and the City Treasurer.

RESOLVED FURTHER, that the Mayor is authorized to enter into the required contracts therefor as well as any amendments to be made thereto or any other documentation necessary for the receipt of said funds.

RESOLVED FURTHER, that in accordance with Nashua City Charter §56-d, second paragraph, the capital expenditures described herein of up to $900,000 are deemed necessary and have been recommended by the capital improvements committee and are therefore exempted from the limitation defined in Nashua City Charter §56-c upon an affirmative vote of at least ten (10) aldermen.

LEGISLATIVE YEAR 2026

RESOLUTION: **R-26-020**

PURPOSE: **Authorizing the Mayor and City Treasurer to Issue Bonds not to Exceed the Amount of Nine Hundred Thousand Dollars ($900,000) to Fund the Purchase, Design, Pre-Renovation Work and Renovations for a Resource Center at 14 Mulberry Street**

SPONSOR(S): **Mayor Jim Donchess**

COMMITTEE ASSIGNMENT: **Budget Review Committee**

FISCAL NOTE: It is anticipated that the bonds associated with this authorization would be sold in FY27. For planning purposes only, the bonds will be for a 20-year term. It is estimated the interest rate will be approximately 4.0% and the total cost of the bond will be $1,278,000 including interest. The average annual payment will be approximately $63,900 with the beginning years at a higher amount.

ANALYSIS

This resolution authorizes the City to issue and sell general obligation bonds not to exceed $900,000 for the purposes described. This project is a component of the Nashua Resource and Transitional Housing Center which was is included in the FY2027 Capital Improvements Committee report.

As this legislation is an authorization to borrow money, this resolution requires a "duly advertised public hearing" pursuant to Nashua City Charter §54-a. NH RSA 33:9 requires a 2/3 vote of all the members for the issuance of bonds. This resolution is also a specific non-budget, supplementary appropriation, permitted by Charter Sec. 53. Requirements for that are notice and a public hearing. A two-thirds vote is required under Charter Sec. 56-b for an item or amount not in the mayor's budget. A roll call is required under Charter Sec. 49.

An affirmative vote of at least ten (10) aldermen is necessary for the exemption under Nashua City Charter §56-d.

Approved as to content: **Financial Services Department**

By: /s/Dawn K. Enwright

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

By: /s/Celia K. Leonard

Date: April 4, 2026