

A regular meeting of the Board of Aldermen was held Tuesday, April 28, 2026, at 7:30 p.m. in the aldermanic chamber, and duly noticed in two places, including the City's website, in accordance with the requirements of RSA 91-A:2 II.

President Lori Wilshire presided; City Clerk Dan Healey recorded.

Prayer was offered by City Clerk Dan Healey; Alderman Richard A. Dowd led in the Pledge to the Flag.

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

The roll call was taken with 13 members of the Board of Aldermen present: Alderman Clemons (via Zoom), Alderman Klee, Alderwoman Smith, (arrived at 7:32) Alderman Thibeault, Alderman O'Brien, Alderman Gregg, Alderman Dowd, Alderman Sullivan, Alderman Sennott, Alderman Johnson, Alderman Morgan, Alderman Lopez, Alderman Wilshire.

Alderwoman Kelly was recorded absent.

Mayor James W. Donchess (via Zoom) and Corporation Counsel Steve Bolton were also in attendance.

Also in attendance: Matt Sullivan, Director of Community Services; Tim Cummings, Director of Administrative Services; Bobbie Bagley, Director of Division of Public Health and Community Services; LaTonya Muccioli, Housing Services Officer; Dan Healey, City Clerk; Donna Graham, Legislative Manager.

President Wilshire

At this point I am going to announce that we will be going into a non-public session. So we're gonna have to clear the room.

Steve Bolton, Corporation Counsel

Wait till the vote please.

President Wilshire

Wait for the vote?

Steve Bolton, Corporation Counsel

You have to wait till the vote.

President Wilshire

Vote to go into non-public?

Steve Bolton, Corporation Counsel

Yes.

President Wilshire

Oh, I'm sorry. I'm sorry.

Steve Bolton, Corporation Counsel

Don't leave till we vote.

Alderman Thibeault

Never mind. Nope, nope.

President Wilshire

Hold on, hold on.

Alderman Klee

We have to vote first.

President Wilshire

No, it's on here. It's me.

MOTION BY ALDERMAN CLEMONS THAT THE BOARD OF ALDERMEN GO INTO NON-PUBLIC SESSION BY ROLL CALL PURSUANT TO RSA 91-A:3 II (d) CONSIDERATION OF THE ACQUISITION, SALE, OR LEASE OF REAL OR PERSONAL PROPERTY WHICH, IF DISCUSSED IN PUBLIC, WOULD LIKELY BENEFIT A PARTY OR PARTIES WHOSE INTERESTS ARE ADVERSE TO THOSE OF THE GENERAL COMMUNITY

SECONDED BY ALDERMAN O'BRIEN

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

Yea: Alderman Clemons, Alderman Klee, Alderwoman Smith, Alderman Thibeault, Alderman O'Brien, Alderman Gregg, Alderman Dowd, Alderman Sullivan, Alderman Sennott, Alderman Johnson, Alderman Morgan, Alderman Lopez, Alderman Wilshire	13
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Nay:	0
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MOTION CARRIED

NON-PUBLIC SESSION

President Wilshire

Now I will have to ask you to leave the room. We had to take the vote first. Sorry about that. The meeting will resume after the non-public session.

The Board of Aldermen went into non-public session at 7:34 p.m.

Tim Cummings, Director of Administrative Services

If I may, Madam President?

President Wilshire

Director Cummings.

Tim Cummings, Director of Administrative Services

Yes, thank you. So if you recall last week there was a sentiment expressed that we tried to amend the Purchase and Sale Agreement, and so I'm before you tonight, and you have a communication in front of you that essentially outlines my request for an approval of an amendment to the Purchase and Sale Agreement which is in R-26-019, and it does what we talked about, which is it extends the closing date to November 1st. so long as we close on and before November 1st of 2026. It's an essentially a 6 month extension that would allow us the time to do the environmental review and due diligence effort that was sought that would potentially allow us to gain access to the \$1.2 million in congressionally directed spending.

In consideration of this, and you'll see it outlined in the in the communication, the highlights are we would need to pay an additional \$13,000 over and above the purchase price. That's just over \$2,100 per month over that 6 months. We would have an additional \$10,000 deposit and I'll just note - our total deposit would be \$20,000 at that point but some of it is refundable after a 60 day mark - \$7,000 would be nonrefundable. So those are the major elements in the amendment that is before you that I would ask for you to favorably approve tonight so we can move forward with getting the check off to the seller and be able to be in good stead to be able to continue with our efforts on 14 Mulberry Street as a resource center. I'll leave my comments there. I wanted to just provide you a quick overview of the work that we've done over the

last week or so. Thank you.

President Wilshire

Are you gonna take questions?

Tim Cummings, Director of Administrative Services

Happy to take any questions.

President Wilshire

Thank you.

Alderman Johnson

Thank you very much. As I'm listening to this, I sent you a list of questions that I know aren't even answered in here but I guess you're telling us that the additional money - then you'll do the environmental study - why didn't you do a home inspection? I've checked with several people who do multi-family and they said to me - who are realtors - seasoned realtors, and they said in a multi-family, that would be the first thing that you would do as a home inspection.

I also asked you about the title search if it's a clean title and you said that you couldn't - you didn't discuss it with me. I'd see it tonight but there's attorney/client privilege, which I don't understand why. Everybody does title searches all the time unless you find something on the title that's not any good. So, you know, I'm just shocked that you would ask us to put more money in on something that you could have learned what was doing in that house prior to asking for more money. All you had to do was a home inspection. We have enough people who work for the City that could have done that inspection. I'm done for right now.

President Wilshire

Alderman Lopez?

Alderman Johnson

I guess there's no answer to my question.

Tim Cummings, Director of Administrative Services

I'm not sure what the question is.

Alderman Johnson

Again, why didn't you do that inspection that you're coming back and asking us now for this?

Tim Cummings, Director of Administrative Services

I'll be happy to answer that. Because a home inspection would be not fruitful and be a waste of the taxpayer's money. We are not procuring this to be a multi-family and/or any type of apartment style dwelling. It's being procured to be a resource center, a transitional housing, and warming station under a commercial code which is vastly different and so therefore what we are going to do is start the design process and do that investigative work to understand what design changes we'll need to make to be able to make it compliant from the building codes perspective to be able to use it how we intend to.

Alderman Johnson

May I follow up on that?

President Wilshire

Alderman Johnson.

Alderman Johnson

Thank you. Well this is zoned residential and don't you have to go the Zoning Board and ask for a special exception because I read it all online because you're going from residential and there's not going to be residential anymore. It's going to go into more commercial. It's a resource center. It's not a house anymore. You just said it. You're taking it from a multi-family.

Tim Cummings, Director of Administrative Services

Yep, and we very well - we - I can tell you this. We will follow whatever the permitting is required because we have to by ordinance and I will ensure that whatever our design professionals tell us the permitting is, we will execute on. I can't answer that at this time because I don't know what the design is actually going to say we'll need to do.

Alderman Johnson

Can I follow up on this?

President Wilshire

Yes.

Alderman Johnson

Thank you. You know, I guess - and people can say that maybe I'm nitpicking or something and they're not happy with my questions here - but, you know, I read over that whole property disclosure from top to bottom and there were items on it that wasn't even filled out, and the part of lead paint was unknown, and then it was redacted that it did have it. But I mean, yes you're turning this into commercial but wouldn't we want to know if there's asbestos in that place that there might have to be remediation even before you go in and do any work because that's an expensive thing for abatement.

Tim Cummings, Director of Administrative Services

We're going to have to do all of it. So I can guarantee you, we will have to do ..

Alderman Johnson

Okay.

Tim Cummings, Director of Administrative Services

...a full hazmat assessment. Part of the design process early on, we will do that due diligence and then we will have an obligation to remove whatever hazardous material is in the building, including an oil tank if we find there's an oil tank there. That is - that it will be all part of the process when we move forward.

Alderman Johnson

May I just?

President Wilshire

Yes.

Alderman Johnson

Okay. But I guess the question becomes wouldn't you want to know how much it's going to cost upfront rather than later that you have to come back and say well, we're going to need more money. Because if you know there's asbestos in there and you have to remove the asbestos, then you're going to say that this has to be built in before rather than after. This way, we know what the cost is going to be mounted on top, up front. That's an upfront cost.

Tim Cummings, Director of Administrative Services

If I may?

President Wilshire

Yes.

Tim Cummings, Director of Administrative Services

Thank you. I - the reason why I quoted \$4.5 million is because I know with confidence that that takes all that into consideration.

Alderman Johnson

Then maybe it's not the right place to buy.

Tim Cummings, Director of Administrative Services

That is your decision to make.

Alderman Johnson

Thank you.

President Wilshire

Your welcome.

Alderman Lopez

I just had a question maybe to Corporation Counsel on the first amendment to the Purchase and Sale Agreement. It says under the number 2 "Environmental Review Contingency", "This amendment is conditioned upon buyer satisfactory completion of an environmental review of the property in accordance with 24 CFR Part 58". Does that have to be done before they start collecting their monthly reserve and all that or is that a different environment review than the one we're paying them to wait on?

Steve Bolton, Corporation Counsel

The consideration for the extension is that 13,000.

Alderman Lopez

Okay.

Steve Bolton Corporation Counsel

So that's - although Director Cummings reduced it to so much per month for 6 months. In fact, it's all up front. It's \$13,000 to pay for getting the extension. There is an additional \$10,000 deposit which is if all goes well, that it's credited to the purchase price but some of it may become nonrefundable pursuant to Section 4 but the environmental review is separate from the payment for the extension.

Alderman Lopez

So where the amendment is conditional on that environmental review, do we get money back if (inaudible)?

Steve Bolton, Corporation Counsel

Well we could theoretically get the \$20,000 earnest money deposit back if the environmental review was unsatisfactory.

President Wilshire

All set, Alderman?

Tim Cummings, Director of Administrative Services

May I – just one ..

President Wilshire

Oh, I'm sorry. Yes, Director Cummings.

Tim Cummings, Director of Administrative Services

Point I'd like (inaudible). I should make clear, and I apologize, I was only adding the \$2,100 for illustrative purposes because at the last meeting I had said, you know, I think comfortably it would be, you know, if we could stay under \$5,000 a month - it was, you know, I think a good market range. We got well underneath that at the \$13,000 for the extension. So that's why I illustrated it this way.

Alderman Morgan

Thank you. So just to clarify, the \$13,000 whether it takes 2 months, 1 month, or 6 months is \$13,000 period?

Steve Bolton, Corporation Counsel

Correct.

Alderman Morgan

Okay.

Second question is that you didn't mention anything about this, the part where their seller is still allowed to show the house. Now is that if they're doing that as a backup but the offer still stands for 6 months period. They cannot pull back even though they may have a better offer?

Tim Cummings, Director of Administrative Services

Unless the Purchase and Sales terminated.

Alderman Morgan

By us?

Steve Bolton, Corporation Counsel

Correct.

Tim Cummings, Director of Administrative Services

Yeah, I was gonna say, yeah.

Alderman Morgan

Can they terminate?

Tim Cummings, Director of Administrative Services

I mean ..

Steve Bolton, Corporation Counsel

Not for this 6 months.

Alderman Morgan

Okay. So 6 months and 1 day.

Steve Bolton, Corporation Counsel

Not until November 1st and it's still contingent on the Board of Aldermen's approval.

Unidentified Speaker

Right.

Steve Bolton, Corporation Counsel

So essentially to the extent anyone has remaining concerns about the total purchase price about whether there's asbestos tiles somewhere or something if along in October or something those concerns haven't been resolved, you can vote no and the deal goes away. Now you don't get the \$13,000 back but you don't spend \$700 and some odd or anything else.

President Wilshire

You all set, Alderman Morgan?

Alderman Morgan

Yes, thank you.

Alderman Sullivan

Because we're changing the financials on this do we need a new public hearing?

Steve Bolton, Corporation Counsel

No. Not just to approve the amendment to the Purchase and Sale Agreement. You don't need a public hearing for that.

Alderman Sullivan

Follow up?

President Wilshire

Yes.

Alderman Sullivan

But we're changing the amount aren't we? Aren't we changing - wasn't the purchase price in the resolution? I don't have it in front of me.

Steve Bolton, Corporation Counsel

This doesn't.

Alderman Sullivan

Okay.

Steve Bolton, Corporation Counsel

This just amends the Purchase and Sale Agreement that you are still considering. It does not create an approval of that Purchase and Sale Agreement.

Alderman Sullivan

Okay. One more?

President Wilshire

Yes.

Alderman Sullivan

So what happens tonight when everybody comes back in the room? Are we taking it off the table? Are we then amending it and then are we voting on the amended resolution? Is that how it's going to work?

Steve Bolton, Corporation Counsel

You could probably do something like that if you wanted to do that. You're validly in non-public session to discuss something that you're allowed to be in non-public session for. You are allowed to take votes and actions in the non-public session. So if someone were in this session to make a motion to approve this amendment, that would be all that's needed in order to approve the amendment, and then we would buy the additional 6 months, and you could still consider, and ask other questions, and take anything that is of interest to you into consideration.

President Wilshire

You all set, Alderman Sullivan? Okay.

Alderman Klee

Thank you, Madam President. Director Cummings the reason for the 6 months as we talked in the non-meeting was for the environmental inspection, correct? We figured it would take at least that much time to be able to do it. That's why we're going with the 6 months - not for any other ..

Tim Cummings, Director of Administrative Services

That's correct.

Alderman Klee

...reason except for that, correct?

Tim Cummings, Director of Administrative Services

That's correct.

Alderman Klee

And then my next question is kind of piggybacking on what my colleague from Ward 9 had talked about - and this is probably for either one of you. The Purchase and Sales Agreement, we're still only paying \$730,000. This is just a fee of \$13,000 so we're not really paying \$7,000 I mean, sorry listen to me - \$730,000 and \$13,000 where the \$13,000 is just a fee. It doesn't change the purchase price. The purchase price still \$730,000 correct?

Tim Cummings, Director of Administrative Services

So let me unpack that.

Alderman Klee

Okay, sure.

Tim Cummings, Director of Administrative Services

So purchase price is \$730,000. In theory, you'd be obligated to pay that. You'd then have to pay in addition to that - and in fact we'd do it in advance tomorrow - \$13,000 plus an additional \$10,000 deposit.

Alderman Klee

Deposit, right. I understand all the monies that are going there but when it finally comes to and I look at it on the assessing card, it's going to say we paid \$730,000 correct?

Tim Cummings, Director of Administrative Services

For the purchase and sale. For the ..

Alderman Klee

Right. The reason I ask this is I know monies pass hands oftentimes at closing and so on. This is kind of like one of those things. We're just kind of buying time from them.

Tim Cummings, Director of Administrative Services

Yeah.

Alderman Klee

That's nonrefundable. This is not part of the Purchase and Sales Agreement.

Tim Cummings, Director of Administrative Services

Right. I would look at this as an option. We're buying an option.

Alderman Klee

Right, right. Again, I bring that up because I know that - I assume that we still have to pay that 7.5% whatever it is at closing that - it's a real estate kind of tax that buyers and sellers pay. We don't have to do that?

Tim Cummings, Director of Administrative Services

Not our side at least - not that I'm aware of. I would need more clarification of what you're referencing but I'm not aware.

Alderman Klee

I think Attorney probably understands what I'm talking about. I don't know what it's called.

Steve Bolton, Corporation Counsel

Real estate transfer tax.

Alderman Klee

The real estate transfer fees, yeah.

Steve Bolton, Corporation Counsel

The municipality doesn't pay that.

Alderman Klee

Okay.

Steve Bolton, Corporation Counsel

But the seller pays his portion of that and there'll be other adjustments.

Alderman Klee

Okay.

Steve Bolton, Corporation Counsel

Normally at the closing, we'll have the portion of the year that taxes have been paid for, or not paid for, and there'll be an adjustment for that. If there's fuel oil left in the tank, there'll be adjustments for that. If there's rent due and unpaid or if we will get rent for some prior period that we didn't own it, that an adjustment will be made for that.

Alderman Klee

Okay.

Steve Bolton Corporation Counsel

And so it – the stamps that are purchased at the time of sale should be the seller's half for the real estate transfer tax and then these other adjustments will show up on the closing but that's not typically what you pay the stamps on.

Alderman Klee

Right, okay. That was the point I was is that the stamps are still going to be paid on the 730 and not ..

Steve Bolton, Corporation Counsel

Hmm mm.

Alderman Klee

...not plus this \$13,000. I think this is just kind of a fee of sorts. So, okay, thank you so much.

Alderman Gregg

Thank you. So just because I'm getting confused on the procedural order of this. So we last time decided in the non-public that we would wanted to see because if this passes, we want to see if we can get the HUD fund. So if we pass this to have the 6 months are we then voting on the purchase of the property tonight as well or is that getting kicked out another 6 months too? How does that work?

Steve Bolton, Corporation Counsel

I think you should wait on that and get any other questions you have answered. We have 6 months. We might as well use it in the way that best satisfies any of you that have remaining questions. So the first thing is, let's wait on the environmental report and wait on anything else that you have interest in.

President Wilshire

You all set Alderman Gregg?

Alderman Gregg

Yes, sorry. That's all I had just one question.

Alderman Sennott

Thank you, Madam President. So that calls to question through you to Attorney Bolton. So this new or amended Purchase and Sale Agreement - this right now could essentially be considered in effect in addition to the additional monies that are owed. We don't have to vote on that to authorize those additional monies? Am I hearing that correctly?

Steve Bolton, Corporation Counsel

If you vote on it, you will authorize this additional \$13,000 for the purchase of the extension and the additional \$10,000 in earnest money deposit.

Alderman Sennott

But we can hold that vote for 6 months?

Steve Bolton, Corporation Counsel

No. This you can't hold it beyond April 30th because otherwise, the existing Purchase and Sale Agreement will expire.

Alderman Sennott

Okay. That was my question was essentially which Purchase and Sale Agreement was still valid (inaudible).

Steve Bolton, Corporation Counsel

There is still only one Purchase and Sale Agreement.

Alderman Sennott

Okay.

Steve Bolton, Corporation Counsel

This document affects an amendment to that Purchase and Sale Agreement.

Alderman Sennott

Which we would have to authorize.

Steve Bolton, Corporation Counsel

So it changes the date of the closing, the transfer of title. It changes the date and it puts in the environmental contingency and the payment that's in Section 3 and Section 4.

Alderman Sennott

But then we wouldn't finalize the purchase.

Steve Bolton, Corporation Counsel

Or not, as you choose.

Alderman Sennott

Right, of course but ..

Steve Bolton, Corporation Counsel

And you have ..

Alderman Sennott

...until we voted on 019.

Steve Bolton, Corporation Counsel

And then you can consider whether you want to do it by bonding, whether you want to pay it out of surplus, or fund balance, or wherever. So you have - basically if you adopt this amendment tonight, yes you're paying some money for that but you're buying 6 months of time to consider anything that you wish to consider.

Alderman Sennott

Understood. Thank you.

Alderman Dowd

A couple questions. So we vote and approve the amended Purchase and Sale?

Steve Bolton, Corporation Counsel

The amendment to the Purchase and Sale.

Alderman Dowd

Right, amendment to the Purchase of Sale and then if we keep the motion/the resolution to buy on the table - correct me if I'm wrong, but I don't think we ought to take a vote on the bond until we have - because we haven't authorized to buy anything yet, correct?

Steve Bolton, Corporation Counsel

You may well choose to take it in any order you wish, but that doesn't sound like an oddball thing to me so yeah.

Alderman Dowd

Okay. The other question I have - I assume that the monies we're talking about the 13 and the 10 are going to come out of cash?

Tim Cummings, Director of Administrative Services

Yes.

Alderman Dowd

Will they be paid back by the bond or are we just going to absorb that as cost?

Tim Cummings, Director of Administrative Services

That we'd absorb that as cost.

Alderman Dowd

So that won't be added to the bond. Okay. So when we get back in the regular meeting, I understand what we need to do is approve the amendments to the Purchase and Sale.

Alderman Sullivan

No.

Alderman Klee

No.

Alderman Gregg

No, we do that before the regular meeting.

Alderman Thibeault

No, we can do it here.

Tim Cummings, Director of Administrative Services

You can do that right now if you so choose.

Alderman Gregg

Because we can't talk about it in that meeting. The open meeting.

Alderman Dowd

So how do we tell people that we're keeping the other two on the table?

Steve Bolton, Corporation Counsel

When it comes to that portion of the agenda, you don't move and vote to take it from the table.

Alderman Dowd

Alright.

Steve Bolton, Corporation Counsel

Then it stays on the table.

Alderman Dowd

Makes sense to me.

Alderman Thibeault

Thank you, President. So that leads to the question for me. I have two questions. One is - when can this become public - once we vote on it or does it never become public?

President Wilshire

Director Cummings?

Tim Cummings, Director of Administrative Services

Well, no. I defer to Corporation Counsel.

President Wilshire

Okay.

Steve Bolton, Corporation Counsel

It certainly becomes public when the sale is consummated or terminated, whichever is first.

Alderman Thibeault

This agreement is hush hush until we get to that 6 months when we decide what we want to do?

Steve Bolton, Corporation Counsel

Well you don't have to wait six months. You can decide ..

Alderman Thibeault

Right, right.

Steve Bolton, Corporation Counsel

You can decide in five months. You can decide in 3 months. But yeah if the Agreement terminates because you choose not to go forward or because - and maybe the reason you choose not to go forward is because the environmental review comes back unsatisfactory, or maybe some of you - the majority of you just don't think it's a good idea. You can you take that vote tonight if you want. I just don't think it's the most prudent thing to do but it's your choice. But you take that vote

assuming you approve the amendment, you have until November 1st to make the ultimate decision.

Alderman Thibeault

Follow up?

President Wilshire

Yes.

Alderman Thibeault

Probably more for Director Cummings. The three families that are currently in there so are they now getting that six months, or have some been placed yet, or?

Tim Cummings, Director of Administrative Services

No. No efforts have been, you know, maybe tangentially or softly but we wouldn't make any earnest efforts till we close.

Alderman Thibeault

Okay. I was just thinking that now you have one more time to find something suitable.

Tim Cummings, Director of Administrative Services

I think that would be fair to say they would have much more time understanding that, yes, this is on a trajectory to close by November 1st. So certainly they would have more time from that ..

Alderman Thibeault

They're not going to know that right because we're keeping that ..

Tim Cummings, Director of Administrative Services

The seller may ..

Alderman Thibeault

Oh.

Tim Cummings, Director of Administrative Services

...disclose that to them that they anticipate the closing to be on or before a certain date ..

Alderman Thibeault

Okay.

Tim Cummings, Director of Administrative Services

...and let them know.

Alderman Thibeault

Okay. All right. Cool. Thanks.

Alderman Lopez

So I guess I have two questions now. But the first one is - Director Bagley is attending so I just want to ask her. It has been mentioned before that no motions have been brought forward and that we, you know, bemoan certain things but then haven't taken the actions leading up to them. What would the impact of a six month delay be do you think of not

having a resource center knowing that it wouldn't be - even if it were shovel ready tomorrow, we still have to actually design, build, and all that kind of stuff, and that's not going to happen before next fall. Six months is still six months if it goes that much. I mean I guess we're all assuming that a worst case scenario this environmental study won't even be done until the maximum amount.

Bobbie Bagley, Director of Division of Public Health and Community Services

Bobbie Bagley, Director of Division of Public Health and Community Services. So the six month does change the timeline and after the environmental review is done, then there's still the design, there's still all the other things that have to happen so the timeline does change and pushes things out quite a bit. So that will have an impact on the availability of 14 Mulberry for a resource center and services.

Alderman Lopez

Okay, because we just had another fire on West Hollis. We have families displaced. Doesn't seem like homelessness is going to wait for us so I just wanted to at least acknowledge that we could also just say - nah and this is urgent, let's actually move on?

Tim Cummings, Director of Administrative Services

If I may? So I just want to say the reason why we did this initially was to gain access to that \$1.2 million. So in essence if you wanted to proceed tonight without moving forward with extension and just closing, you just need to know that we wouldn't be able to avail ourselves to that \$1.2 million.

Alderman Lopez

Okay and that's where I'm weighing \$1.2 million versus another six months of not helping people find housing and watching this problem continue.

But another question I had which just came up to Attorney Bolton is we're in non-public. We're offering this amendment and if it's approved by us in a non-public and then the lease owner or the other side of the negotiating table decides to tell the public, they can just tell the public what they have on their side or is there something in here saying no?

Steve Bolton, Corporation Counsel

Well they will know and I don't care that they know what's in the amended amendment to the Agreement.

What I'm concerned about is them finding out some of the other things that we talk about or may talk about because they have concerns that go beyond just what's in the words of the amendment to the Agreement.

Alderman Lopez

Okay. But to that end, then the public may not actually wait until we close everything after the longest wait for the environmental - worst case scenario in November happens. It may happen much sooner if they just decide to say oh yeah, they said they want to hold it open until November or something along those lines. And again, I ..

Steve Bolton, Corporation Counsel

I guess I don't understand what you mean.

Alderman Lopez

The other side of the Agreement that we're signing this with, they're not - well yes, things that we're saying here like Director Cummings thought it might be \$5,000 and he got a much better deal. That wouldn't be known to them. Some of us are probably considering whether or not the public is going to have an explanation for why we're not moving forward on the warming station and the other party might say they are they're just waiting until November.

Steve Bolton, Corporation Counsel

I can't help what the other party may say but I'm not so much - and obviously you have other concerns than the legal things, the strategic things that I might be worried about but some outside member of the public, I'm not as concerned

about them finding things out as I am the sellers finding out or gaining some insight to what this Board may or may not do.

Alderman Gregg

And we open it up to discovery if we're talking about it is that correct just to kind of? Sorry, I should have raised my hand.

Alderman Lopez

I'm done with my questions, so.

President Wilshire

You all set Alderman Lopez?

Alderman Lopez

Yes.

President Wilshire

Director Cummings?

Tim Cummings, Director of Administrative Services

Thank you. So I'm hearing a timeline conversation come up so I do feel like I have an obligation to make sure you all understand what the potential timeline would be. With this six month delay, I wouldn't necessarily recommend that we start design until we actually own the property. So you need to recognize the fact that more likely unless we want to take the risk is that we would wait until we own the property before we started the design in earnest. That's probably a three to six month exercise. So and then I would say construction is probably around now - a year from now. So you got to - and then I would say it's probably a year's worth of construction. So, you know, you're talking before it's operational, something like Spring of '28. Now could that be tightened up along the way? Maybe, yes but I would say I'm more confident and comfortable articulating more like a spring of '28 timeframe before that asset is put into service. I just want to make sure you all have that information because I think that's important for you to know. Thank you.

Alderman Johnson

Well Alderman Lopez basically asked my questions because of the seller.

President Wilshire

Okay.

Alderman Lopez

It's like we have one brain.

Alderman Johnson

I know isn't that great. It's amazing.

President Wilshire

Okay.

Alderman Johnson

Some people will say hey – you know.

President Johnson

You're all set?

Alderman Johnson

No. I guess I have a question for Mr. Cummings and I think everybody should just focus on this. It could take almost two years before we get this resource center up and running and we're being told we need this immediately because we have another homeless family. Thank you, Alderman Lopez for letting us know - and we we're not going to have it next year for the resource center, and then we're going to do the warming station probably for another two years at Elm Street, and Mayor wants that property sold. I guess the question is going to be and everybody's needs to think about this. Is this the best bang for our buck or is there something out there that's better that we might be able to get our homeless population in sooner. If you're going to invest \$4.5 million into that's going to be able to be big enough to be a resource center, transitional housing, and a warming station. This is not going to do it because once you put an elevator in there, you lose everything and it has to be ADA compliant and like Alderman O'Brien said, we have to have the sprinkler system. So I would think long and hard on this because the answer was just given to us. It's going to be 2028 before it's operational so what do we do in the meantime? We're going to be in the same position that we are in now - no closer but more money that's going to be spent. Thank you.

Alderman Sullivan

A couple of weeks ago we were told that because this project was moving so fast, 0% probability we would get the federal funding of \$1.2 million plus/minus. Now that we're waiting six months does that probability go to 100?

Tim Cummings, Director of Administrative Services

That's a Matt Sullivan question.

Matt Sullivan, Director of Community Development

Alderman Sullivan I did not say zero probability and I was very careful about that. So I ..

Alderman Sullivan

I was paraphrasing.

Matt Sullivan, Director of Community Development

Okay. I did say I ..

Alderman Sullivan

I heard no chance.

Matt Sullivan, Director of Community Development

I did say – I said what I tried to articulate that night is that it was very unlikely that we would be able to receive the funding based on the timeline we were on and here we are. We think we can actually make that happen.

The environmental review process is something that then - the environmental review is produced, it goes to HUD, and ultimately what they do is they do their own review of what we've conducted for an environmental review. There's a public comment period. We do what's called "a request for release of funds", and then they issue an authority to use grant funds. That can all happen in a six month timeline. All of those steps are a potential place where HUD could for one reason or another either ask us to do additional environmental review, ask us to do additional mitigation like if we discovered asbestos on the property, but - so there is risk I would say that we for some reason could ultimately be ineligible for the federal funds. But I would say that risk is very limited because most of the environmental issues if discovered on property will be mitigated on property as well.

Here's where I think we could run into problems. If we discovered that this was a former industrial waste dump on the property - in all seriousness and we don't think that's the case - but if we were to discover that through the environmental review process, my guess is that HUD's requirements would be so onerous for us to conduct mitigation that we may ultimately choose to move on before accepting the federal funds. I think that's the most likely scenario but I don't see additional risks in this process because this environmental review process with HUD is fairly well baked. It's well spelled

out in the CFRs that are cited in the in the Purchase and Sale amendment. So there's a small bit of risk but I don't see a substantial amount.

Alderman Sullivan

So you said a couple weeks ago very unlikely.

Matt Sullivan, Community Development Director

Yeah.

Alderman Sullivan

This raises it to most likely?

Matt Sullivan, Community Development Director

I would say it's very likely that we are able to secure an AUGF - the Authority to Use Grant Funds for this congressionally directed spending. But it is possible that through the environmental review process or the other due diligence that's either conducted or not over the next six months that either - frankly, it's more likely maybe the City could choose to move on. I don't see a position where HUD says no, we don't want you deploying the monies of this property. I think it's more likely that we discovered at the due diligence process that that's not what we want to do.

Alderman Sullivan

Okay.

President Wilshire

All set?

Alderman O'Brien

Thank you, Madam President. I just want to say I heard Alderman Lopez - the people with the fire the other night and other people. Generally, that comes under and Ms. Bagley correct me if I'm wrong but it comes under the Red Cross' authority. People of the business community as in the past have been very good coming forward with donations to the Red Cross and also, Red Cross has a voucher program where they'll put people up into certain housing temporarily until they can start getting settled with insurances and everything else like that.

So, I'm looking here with this project. I think we face a dilemma if we don't do our diligence or responsibility to the taxpayers and move quick on this because of the \$1.2 million would help defer the cost and the liability of us funding a bond. I don't know. I know I'm on a fixed income with my Fire Department budget in retirement but \$1.2 million is a lot of money, and it's nothing to be sneezed at, and will go a long way enhancing this project. So in doing the due diligence, I'm all in favor of waiting to see if we can get that type of money available. The rest of the things and the catastrophes will be taken care of as they always have in the City that I can speak of in my time - and did I get that right Ms. Bagley? The Red Cross ..

Bobbie Bagley, Director of Division of Public Health and Community Services

Yes.

Alderman O'Brien

...steps in and everything. So it's not just into her Division. All these Divisions are like brothers and sisters and they work together with this type of thing but we seem to have that, so I'm not going to use that as a catalyst on this. Thank you.

Alderman Dowd

Yes, I sort of agree. I think that this gives us the opportunity to pretty much lock in and nothing is 100% guarantee in the United States government ever.

Alderman Dowd

But it's a pretty high percent percentage of getting them \$1.4 million to defer the cost. Now that in an itself is due diligence for the taxpayers.

The other thing is that in this six months, I can presume Director Cummings would have to ask but I presume we have time to have our City Inspectors go in and go through this building with a fine tooth comb. It won't even take six months to do that and we will have that due diligence for the taxpayers.

The other thing is that Elm Street can be used as a warming station at least for one more year because no matter what we do, I don't see that as being constructed before that because we haven't even made the decision yet. So but long term - that's a warming center. That's not a resource center. The other thing is if this building - if we end up buying this building and we find out it's inadequate to house all the warming station people, as long as Elm Street is still available, we can use that in parallel.

Long term if this building is inadequate for this then long term, we can look at a better solution downstream five/six years. But right now, we have no alternative. It's this or nothing and we - Alderman Johnson you weren't here - but we did due diligence on a building down east Hollis Street and that was going to take a year or two to fix up and was going to cost more than the money we're going to spend on this project and there were no other alternatives. So unless something's hiding that we don't know about downtown, it has to be downtown. Suburbs is not an option because the people that need it are in this area.

So in my opinion, it's either we go forth with 14 Mulberry Street and give them a resource center and work - and I know they want to work with another agency - I don't know which one but something like Front Door Agency or others that do this on a daily basis and can help these people. If we're going to help them, this is the closest, short term solution even though it's going to take a while. If we don't do this and start searching again, I don't see this happening for three or four years and then what are you going to do with the homeless people? It's not just the warming station, it's the resource center issue of it and Elm Street is not a resource center. So to me, I think, this option of the changes to the Purchase and Sale are all in our favor and I there are still outs if we have issues but this, I think, is the way to go.

Oh, one other thing. This paperwork goes handed out, I assume you want that back, right?

Tim Cummings, Director of Administrative Services

Yes.

Alderman Klee

Thank you, Madam President. I'm going to kind of sum this up as I look at it. Regardless of whether we purchase this if we want that \$1.2 million, it's going to take about it - no matter what property we purchase, we have to do an environmental study which will take six months. So if we abandon this and we move on to something else even if we find next week, it's still going to take six months to do that. So looking at this as regardless of what we do if we want the \$1.2 million, we have to - it's going to take six months.

So my take on this is if we do move forward today, and I will make a motion, if we do move forward today, the bottom line is if we approve it in November or earlier whenever we do or don't approve it, it's costing us \$13,000 for this six months and that's it. If we decide somewhere down the road that we don't want it, we lose that \$13,000 - and this kind of probably goes to Director Cummings - we do or don't lose that \$20,000 because I know you talked about - if the environmental study proves out that there's some major issues with it, do we get all the \$20,000 or only \$7,000 back of it?

Tim Cummings, Director of Administrative Services

The seller keeps \$7,000.

Alderman Klee

So we get \$13,000 back?

Tim Cummings, Director of Administrative Services

Back. So you'd be out \$20,000.

Alderman Klee

Okay. So if we do our due diligence and we take the six months - so the comments about now we're pushing this back to 2028 regardless of whatever we buy even if we found something tomorrow, we still need that six months to get the \$1.2 million and we still be pushing something out to 2028. It's not just this project that gets pushed out to 2028. Is that accurate?

Tim Cummings, Director of Administrative Services

I mean its property specific but I think that's a fair summary. Yes, I think that that is, you know, again a fair way to conceptualize the issue.

Alderman Klee

Okay. Having said that Madam ..

President Wilshire

I have another speaker if you want to wait a minute.

Alderman Klee

I just wanted to make the motion. We can still discuss it can't we?

President Wilshire

Yes.

Alderman Klee

Am I accurate? Okay.

President Wilshire

You can make the motion.

MOTION BY ALDERMAN KLEE TO APPROVE AMENDMENT TO PURCHASE AND SALES AGREEMENT FOUND IN RESOLUTION R-26-019

ON THE QUESTION

Alderman Thibeault

Thank you, Madam President. First thing I want to ask Director Cummings if we can clear up that - we're not going to be able to get our inspectors in there. Is that correct? I mean this seller is not going to allow us to go in there and do an inspection or will they?

Tim Cummings, Director of Administrative Services

Go ahead. I'll answer right after.

Alderman Lopez

Can they stop us?

Steve Bolton, Corporation Counsel

Our Fire Inspector and Acting Building Commissioner have already been in the building. They've been in every room, every hallway, the attic, the basement. I would not say they've used a fine tooth comb or anything like that but I heard no

negatives from them but they've been in.

Alderman Thibeault

To Alderman Dowd's point, we're not gonna actually be able to do an inspection, right? An actual inspection like a ..

Alderman Gregg

I think we waived it.

Alderman Thibeault

I think we waived it, right?

Tim Cummings, Director of Administrative Services

If I may? I am conflicted here, right? So I will say this. During the environmental review process if we wanted to during the next six months bring in to do some additional due diligence, some investigation, we could most likely work with the seller to be able to obtain that information. It can't go towards, you know, the design until after we start the design which is really where it matters. So and I wouldn't want to waste the taxpayers' money by doing that so I'd rather wait because I already know that the reports that we're going to get back are almost going to be immaterial. So I would feel badly doing that effort for nothing because the architect who's going to have to design this is going to be looking at designing systems and to a code that is grossly different than what it currently is.

Alderman Thibeault

Thank you and I do have follow up?

President Wilshire

Yes.

Alderman Thibeault

I'm starting to wonder if this is even a good idea to be honest. It's more a comment than a question. I'm starting to get worried about it. It seems like, you know, I listen to people like the GSOP, right, and they're usually pretty much all Granite State Organizing Project. They usually tend to be all on one side and I feel they're split 50/50 right now. So that concerns me because they would usually be - I would think 100% on this.

I think what's the next step? We're waiting two years to do this. That's not going to cure homelessness. It's not gonna create places for every single homeless person that's out there so what are we going to do next? Not only what are we going to do next but if we don't do this, what do we do now next? What's our next step now? Some people want us to build a low barrier shelter. That's not going to happen. That's going to be a lot more money than we're laying out here. Some people want us to buy that former bakery, which is you're talking \$10 million to tear that thing down, buy it, and put up something else.

So what are our next steps? We have to be stewards of the City to help people that are out there and, you know, I thought this resource center was going to be something that would do that. I'm starting to worry that may not be what we need it to be but what is what we need it to be? What is that next step? To Alderman Dowd's point, you're not going to put any resource center out the suburbs. Not because I wouldn't want it in my neighborhood. That wouldn't bother me at all. It's far away from where all the services are. You're not going to have people walk across the highway to get to services. So you have to have it downtown. So we do have limited options. So I don't know. I'm starting to wonder if this is even a good idea at all never mind the putting it off six months. This is something we wanted or the Board that was here last year wanted which a lot of us were part of. We wanted this. The Mayor didn't say he was going to go out and do this. We told him to go out and do this. We gave him authority to do this, and Director Cummings, and Director Bagley because it's what we thought was going to be the right thing to do and I'm now conflicted to wonder if it's the right thing to do. So that's just my comments. I'm going leave it there. Obviously, we'll be voting on this motion in a few so.

Alderman Sullivan

Thank you. Just to the comments before. I think that as far as we wanted this, I mean I would just want to specify when

I say this, I say resource center. I didn't say 14 Mulberry Street. So I just want to be clear on that.

I think overall when I think about it - big picture - and everything that's come out since, this is the wrong answer to the right question. I think that we say that we're going to spend an extra \$13,000 to buy us six months. I think it's \$13,000 and it costs us six months because if we pass this tonight, we just kind of sit around and wait for six months while maybe something happens, maybe it doesn't. Yes, I understand the probability went up that we could get that 1.2 but we're costing ourselves six months. We don't know where the inflation is, how much that \$1.2 million gets us today as opposed to what it gets us in a year. I've been on this Board long enough and I've heard it long enough. If we wait, it's going to eat into the cost. So there's a lot here. I think in six months, boy wouldn't it be great if we had instead of a yes/no we had a multiple choice. We could say this one, this one, or this one and I've got to think with the resources that we have here in Nashua, we might be able to come up at least with an A/B option as opposed to, you know, just yes or no. So I'm just - I'm not going to support this tonight. Thanks.

Alderman Klee

Thank you, Madam President. I want to reiterate that I think the two years that was kind of referenced just a bit ago is almost moot because, again, if we find something tomorrow, we still have to do the environmental study unless we want to forego that. So I want to ask a question about the \$1.2 million. We refer to it as "congressional directed spending" - kind of earmarked so it's actually been put aside for Nashua. Am I correct on that?

President Wilshire

Yes.

Alderman Klee

So, okay, so the money's been put aside for us. We just have to meet the criteria in order to get it. So it's not like we're vying with other communities or something for this money. The money's been earmarked for us, put aside for us, we have to meet the criteria.

So regardless, again, I want to reiterate that if we do this today, it buys us six months and so to say that we should have multiple choice or so on, I can't disagree with that. I would love that but then we're putting that off for that much more time plus six months on top of that. So we keep pushing the date for any kind of resource center, any kind of assistance, or aid. So to my colleague who spoke about why bother? I don't want to say that because I don't think that that's the case but the longer we kick this can down the road, the longer it's going to take us to do something. So I don't want a knee jerk reaction. I think that this is a positive move forward. I don't think it's a perfect solution but I think in the next six months we can work to design it to make it a better solution.

I think securing this property is the key thing to do at this point and then kind of working into it. If we don't, we still have six months. So we would have to have like in the next 30 days if we got two choices, you know, we had a person who sent us a list of properties that we should look at. If we decide on three of those properties as potential, there's still the negotiation. There's still that. That pushes it back. I don't think that - I don't want to sway anybody to vote just because I said about this timeline but I don't want the timeline to be the reason why you don't vote for it. Thank you.

Alderman Morgan

Thank you. A question and then a comment to Director Sullivan. Does it stipulate that the City of Nashua as an entity has to be the party to spend that \$1.2 million or could we designate that to go to a say, a nonprofit that was getting the resource center done for us?

Matt Sullivan, Director of Community Development

So it does say specifically that the City of Nashua needs to be the recipient for that specific project request.

As to the second question, I expect that would need to be a conversation with Congressman Goodlander's office. I can't say for sure whether she would be able to work to direct the money to another organization or not. I can only say that it's directed to us right now and we cannot - I do not believe we can assign it without a conversation with her office.

Alderman Morgan

Understood. Thank you.

So my comment is this. I think that we move forward with the vote. We owe it to this City. Like many of my colleagues have said, it's the right idea. It's the right project but it's the wrong building and something I would like to see us do is actually consider taking a step back and out of this conversation and saying we need a resource center. But instead what if we earmark the same amount of money, \$720,000, and we put out an RFP to all the nonprofits in the area and said come to us with your best resource center and show us what that looks like. That is something that I think would really change it and then they would be able to come up with a difference in that fundraising. Frankly, that's what they're really good at. So I don't think that I'll be able to support this tonight. Thank you.

Alderman Sennott

Thank you, Madam President. I feel like everybody's mind is kind of going in different directions. You know, maybe folks who came in tonight thinking one way might be looking in different directions.

One thing I just I want to point out because we've heard a lot of, I guess, persuasive language that if we don't get this done then we're really not going to get anything done, and it's all or nothing, and man, I hate all or nothing conversations. The thing to bear in mind about this not just this particular purchase but this topic is that it does not need to be binary. If you don't support the purchase of 14 Mulberry Street, that doesn't mean that you are abandoning our homeless population or that you're giving up on the discussion. To suggest that would be ludicrous.

You can want the very best for that population and you can want the very best to bolster our Public Health Department while still wanting it to be done in a prudent, conscious, and well planned fashion and right now, I don't believe that this particular property accomplishes any of those goals. So like many of my colleagues, I'm certainly not gonna support the amendment to the Purchase and Sale. If that doesn't pass in this session, then I would assume that we have to act on the one in front of us if not just for the essence of time but for the respect of the people who are waiting out in the hallway, you know, who expect us to make a decision one way or the other on this tonight. Thank you.

Alderman Gregg

Thank you. So I kind of thought that I would talk about this during the regular session and not during this part but, you know, when the less questions we had answered in here, the more I sought questions outside of here, and started talking to our partners that we have in the community. I talked to Director Bagley and what I found more and more is that we have a fractured system right now, and so this is a systemic problem, and I think that if we put something else - and to say when we start talking about millions of dollars - that's a lot but adding a new facility into a fragmented system actually causes risks of complicating it. It's been shown case study after case study that when you have competing things doing similar, it helps less people than actually more people and we do have some of our partners trying to do exactly what the resource center is looking to do.

So, you know, I would like to see us can - is there some way that we can support these partners to get them where they need to be? I'm also worried because I hear concerns about staffing. If we can't staff these other places - if they can't staff them, how do we staff this new thing? The people that we're trying to help can't handle a mecca that we're not sure about because one more failure for them is just the end. They'll quit trying and so, you know, get stuck in that. So I'm concerned right now that between communication and between cooperation, we're missing some serious links to stand up anything else right now without it just complicating and ruining our pathways. So I am not in support because after not sleeping and trying to figure out all the research and looking - the more no's I find and the more yeses I find, I think that that we have a due diligence problem. We have to look at this a different way.

President Wilshire

I have a list going. You're on it.

Alderman Johnson

Okay.

Alderman Dowd

Yeah, I hear that this may not be the right place and I believe we said we're not going to vote even if we pass the amendment to the Purchase and Sale, we're not voting on the necessarily on the purchasing Mulberry Street or the bond. For \$13,000, it gives us six months to look at possible other alternatives without losing this possibility. If we don't do this, we're at ground zero and who's going to go out and start looking for a place? How long is it going to take? Remember, we were looking for these places downtown and we spent - I forget how many months and came up with that

one on East Hollis Street and that fell through and that was going to be a lot more money.

So I don't know why we wouldn't want this six months to evaluate alternatives. If you want an A, B and C, the \$13,000, you know, you may find out that hey, this is – if we're gonna we're gonna help the homeless, this is our best short term alternative. Long term, maybe something else but if we don't do the amendment then, yeah, we might as well just kill the other two resolutions and the homeless are going to be like, what the hell are you doing for us now? Nothing. With no alternatives on the plate, no alternatives hanging around, and we start all over again. Congressman Goodlander was trying to help us to get this center open but if we passed the amendment to the Purchase and Sale, it costs us \$13,000 and it gives us six months to look at other things. If we don't pass the amendment to the Purchase and Sale, we've got no time. We're dead. We're zero in the water because if we don't pass the amendment to this, I'm voting against both of those resolutions.

Alderman Johnson

Thank you. You know as I listen to everybody's comments around the room, people who came in positive about this as we discussed this - and this is a good discussion because we're not rushing into anything - I listened to Alderman Morgan and I've said to many people, this should be a private/public and partnership with the nonprofits. Government doesn't do a great job of everything, and we're not specialists on this, and so I'm listening to this. I'd rather do it right the first time and not spend extra taxpayers' money to have to do it a second time. Is this building going to do what we need it to do and what is the defining - what is the whole plan? Because first it was a resource center then we were going to add in a warming station, maybe transitional housing. What is the purpose of this building? Is it just a resource center? I don't know what it is anymore.

I mean we keep changing the goal post and I think that Alderman Morgan has a very good plan and I think we should be bringing in the nonprofits into this. I mean Family Promise - if you read about them, I mean they get the people back in the community. They do good and although we want to help our - congratulations by way – although we want to help all our homeless people if we don't do it right, we're not helping them. Alderman Gregg said it perfectly. So I'm not going to support this. I think everybody knew I wasn't going to support it. To spend an extra \$13 to buy six months - and what are we buying in that six months - we should be out there who we having helping us look for property? Are we doing it on our own? Do we have a realtor, a commercial realtor, who are we having helping us to find what we need out there? Because we're not experts in the City trying to find property that we need for resource center. So I'm just throwing that out there. Thank you.

Alderman Lopez

So, oh we go to the music today. Tonight we have before us a \$13,000 hold so that we can do due diligence to get \$1.2 million. That does add up. It does make sense. I asked my questions earlier because I was wondering would it make sense to wait a six month period to get \$1.2 million if it might cost us more in terms of people that continue to be dislocated, or relocated, or like I said, this is an ongoing year round problem that as it's been pointed out, we periodically ride in and discuss it here in this chamber but we're not doing it for the most part day to day and actually addressing the needs of these people. I think I probably get more than many because of where my Ward is located so I get a lot of housing requests, and I get a lot of housing support, and what does this person go to questions from all of you as well. So I see this as an ongoing issue not something we can just sort of – oh, it's not perfect today so let's move forward. I think \$13,000 to have the full measure evaluation done as a suggestion to get \$1.2 million in exchange is a bargain.

If we were doing that for the Performing Arts Center, we would have taken that deal right away but for some reason, we get stuck for this issue. We spend much more on day to day line items and when we look at the budget. I encourage you to look at how many times you're going to prove something that's more than \$13,000 that isn't saving people's lives, that isn't making sure that our businesses which are very loudly saying we need to be doing things are actually having some kind of intervention. This will continue - this march will continue. The people who are unsheltered, the people who are homeless are not going to disappear just because we didn't build a warming station. The idea is to build a hub so that the City is a central player in the dynamic that we're seeing in our community.

We talk about broken systems. It's a really broken system when the politicians are saying we should get the nonprofits involved in this - like they weren't already. They've been putting everything they have into this for decades. We've had people talking about how for 30 years they've been trying to end homelessness, and they've been doing everything they can, and I generally point out to them how many people do they actually save? You can look at all the times that you didn't make a difference or even look at the person who comes in and says they've been in and out of housing for this many years or whatever, but they also were alive to tell you that because they've been in housing. They were connected with programs. We did make a difference. So even to the people in those nonprofits that are very much getting weary and fatigued, they're not letting up because they know they are making a difference and they are doing what they can do.

Now I may not have my ear to the ground quite as much as others when it comes to others trying to form a resource center. I know that there are some faith based programs which actively do not work with the City that are attempting to do some kind of engagement thing and I've always been very clear in these chambers to make a difference between or to differentiate between an emergency shelter, and a rescue mission, or a faith based program which is trying to do its mission, and what the City needs to do for its constituents.

I think a recurring theme that I've brought up as well is that the City is not doing enough to lead. We're not doing enough to actually put tangible effort out. We've been doing more in the last couple of years than we've ever done before and I think maybe the incoming Board kind of just assumes that maybe all of this was here. But Director Bagley and all the outreach work that's been going on is still comparatively new when it comes to how to affect systemic change. Those changes don't happen overnight. When we look at the politics of do we want to spend \$13,000 to do the maximum six month deadline of an environmental study to ensure that we'll probably get a \$1.2 million cost to address Director Cummings' ethical responsibility to give us the highest price tag he can come up with in order to not undersell it, then we are really losing sight of the focus here. All of us were or many of us were very passionate about how we care about people, and how we want to make a difference, and it has been pointed out that if we don't start something, then we have nothing.

We - many of us were very clear to the public that we would do our best, and make our stand, and try to do something that we could do. I will credit the Mayor for finding a good location. I think the value of that spot is particularly because of its proximity to Mulberry Street, the City Welfare building. It allows for easy coordination and collaboration between those two entities and it's very close to Revive, and the Rescue Mission, and a lot of the other programs that are in the area that people will be frequenting, and you're not necessarily going to drive traffic right through a place like Nashua Coins and Collectibles, or Fortin Gage, or any of the other places that as soon as you put something there that someone needs help, everybody walks past all of our major businesses to get to it. That's a community that's used to managing the same kind of population that would likely need to use this and I think that's one of the most valuable things to keep in mind.

I remember when Director Cummings was urging us to do the Performing Arts Center specifically where it is because he considered it to be at the 45 yard line. He said this is exactly where we need it. So when you're looking at real estate, I mean everyone's apparently got expert friends, but my understanding is location/location/location is important and there are not a lot of locations downtown. Because as much as the City's been looking, you don't think I haven't been either. You don't think nonprofits haven't been looking for more space and more buildings that might be viable. There's plenty of searching going on but there isn't much finding and for \$13,000, we can give ourselves plenty of time to position ourselves for success rather than guarantee another failure. I think if we're going to talk about optics, we need to look at what is the message we're sending to the community when we say we have these ideas we're going to do these things but then we just we don't do them. They're not perfect so they're not good enough.

I have the luxury of actually having worked in a building that's similarly sized for over 15 years. This is comparable in size to the Ash Street Shelter and that was definitely a resource center on the days when I was working as employment advocate because I would have different organizations coming in. We'd have the population that was staying there out, and then other people who are maybe at risk or engaging coming in, and we were able to do a lot of good work there for many, many years. If we want to be super ambitious and wait until the exact right building shows up that's already shovel ready and it has the capacity that the GSOP decides is adequate, then we're not going to make any difference for anybody's lives. There aren't going to be less homeless people. There aren't going to be people who benefit from the resource Center, connect with the necessary supports they need, and then find stable housing. That's the stakes that are here. For \$13,000, we can buy time for the due diligence to be done. We can earn a \$1.2 million bonus and maybe we can find out that Director Cummings in making sure that we're fully apprised of all of the potential costs here is able to do exactly what he just did and find a price that's half as much as we thought it would be. So I will be supporting this and I urge my fellow Aldermen to do the same.

President Wilshire

I agree with you, Alderman Lopez. Thank you for that.

Alderman Thibeault

Thank you, Madam President. I mean this could be, you know, we've had some tough votes over the 4.5 years I've been here and right now I'm feeling like this is one of the toughest for me. I know some people are very like yes or no. I was pretty yes but I don't know. So I've been here through almost two terms and a few months whatever it is and I've been asking about this homeless issue since I walked in as far as something we could solve because I work in a place where you get a problem, you solve it. It's solved, and it's done, and this is a problem that all over the country can't be solved

otherwise it would be.

In that time that I've been here, we haven't really done much. They've done a ton of work – Director Bagley, Ms. Muccioli, they've done a ton of work and they've done a lot of great work but the problem has just grown from outside factors not because of anything they've done or they haven't done. I hope I wasn't saying why bother or I was hoping I wasn't coming off as not wanting to help the people that need it because I do and that's the problem. I'm thinking that this is something that's going to help the people that need it. I'm just not sure - I'm starting to think it's not the right thing. But I am concerned that if we don't do this, then where do we fall at that point and that's the thing I'm concerned about because someone has to do. It's not us. We're not the ones working to do this. So if we say we want a nonprofit to help, well it's not us. We're not going out and securing the nonprofit and working with these guys. We'd have to put all the work back on them. So I don't know. We can do some due diligence but we're not the ones that work on these things all day. Most of us have a full time job during the day but I don't want to leave it so that the problem out there grows even more than it is now. So I'm torn. You know, I am torn and I'll say it in here because it's (inaudible). I'm torn about this. I don't know if this is the right decision or not right now.

I'm concerned that it doesn't fit what we need to do but I'm not – I'm more concerned about what we do next because if we don't do this, we can't just not do anything. Can we open the warming station up? Again, I was against doing this but if we're not going to move forward on something like this, do we have the staff? Can we get the staff? Can we spend whatever money it takes to open that up through the summer - as much as I hate to do that? I didn't want to do that. Is that something we should do if we don't go forward on this because otherwise we're not really doing anything and we can't not do anything when we have people that need help. I was hoping the nonprofits would step up more. I know they do a lot. I'm hoping in the City they would step up more. I can say that because we're in here. Don't tell them I said it. This is non-public but I think they should step up a little bit more.

In our Citizens Advocacy Committee, we give money to a lot of the nonprofits. I know that they get federal money too from CDBG some of them but are they doing the right thing with that? I don't know because obviously I'm not managing those companies. I hope they are. Family Promises is, and I hope they do great work, and they got a great person. So I think that's - I hate to lose her here because we need her but I hope we do something else. I just want to make sure that if we end this today, we're not just giving up. I don't want to give up on them. So what do we do? So I don't know. I'm torn. I'm still torn. I'm going to be torn even when it gets to me to vote, so.

Alderman Klee

Thank you, Madam President. I know this is long and we've got a lot of people out there so I'm going to try to be fast. I look at it as if we say no to this building right now, we lose \$10,000 deposit. Is that correct? We lose the \$10,000 deposit if we kill everything now - this Purchase and Sales Agreement - the deposit we put down?

Steve Bolton, Corporation Counsel

No, we get it back.

Alderman Klee

We do get the \$10,000 deposit back.

Alderman Klee

Okay.

Tim Cummings, Director of Administrative Services

You get - so if you pass this amendment ..

Alderman Klee

No, if we don't pass this amendment - if we say no right now, and then we go into public meeting, pull it off, and we say no to that, do we lose any money?

Tim Cummings, Director of Administrative Services

No. We get the \$10,000.

Alderman Klee

We get the \$10,000 back. If we move forward - you may not want to walk away. Maybe the Attorney can answer this. If we do go forward and we give them the \$13,000 at the very end – whenever – November, or August, whenever we choose, and we say no then, we lose \$20,000 or \$13,000? What do we lose?

Tim Cummings, Director of Administrative Services

We lose \$13,000 and it's been after 60 days from tomorrow, you'd lose an additional 7.

Alderman Klee

Okay. So in that case ...

Tim Cummings, Director of Administrative Services

\$20,000.

Alderman Klee

...in 60 days, we could potentially lose - if we waited till November, we would lose \$20,000. So that's really what my feeling is on the table. We're putting out \$13,000 to get this environmental study and we're moving forward.

And then my next question is going to be during this six months, or 60 days, whatever, there's nothing stops us from looking at other properties, correct?

Steve Bolton, Corporation Counsel

Nothing stops us.

Aldermen Klee

Right. So we could continue so while we buy this six months at a potential cost of \$20,000, we still have the ability to go searching and so on. So for those that said this is the wrong building and so on, I think we're making a presumption that this is the wrong building. I've had discussions and so on and I know we keep calling it transitional housing but I think it's more like transitional beds with a kind of like a common area that these people will be doing. So it's not like they're creating these little apartments in there much like we have right now. We're creating potential rooms with two beds in it so it becomes a transitional beds rather than housing is the way I kind of like to think about it.

I don't think we've ever been changing the goal post is what was kind of inferred or actually commented on. I think from the beginning, we said we wanted a resource center. I've been doing a class through HUD and one of the things I've learned when I've talked to other communities such as Long Island, Pennsylvania, I think there's one in Maine, Western Mass, and so on. They've developed these resource centers. So the question I'm going to have to Director Bagley if I may, Director Bagley your plan is to work with nonprofits, correct, to get them mostly to kind of work and participate. I will admit, I had a little anxiety that we were building a building that nonprofits would work in but if that's the case - so is - can you talk to that?

LaTonya Muccioli, Housing Services Officer

Sure. LaTonya Muccioli, Housing Services Officer. Yes, that's exactly the direction we're heading in. So really some of the main reasons that Public Health has had to step up to the plate and really focus on addressing homelessness and be the leaders in this is because we're seeing that our nonprofits haven't had the capacity to do so. We have multiple nonprofits right now that have space that they can offer up to allow folks to come in during the day, but they're not doing that.

We had one of our most prominent drop in nonprofits, Stepping Stones, closed back in 2024. This was a drop in center for youth and we've never had anything to replace it. So a number of the folks that we've been seeing at the overnight warming station are youth that were utilizing that drop in center. So it's certainly not for lack of opportunity for nonprofits to step up and take on some of this role, which is why we want to partner with them.

We found, too, in operating the overnight warming station, we became the primary. We were always meant to be the

secondary - the overflow. Folks were supposed to utilize the available emergency shelters that we have. Unfortunately, they're not truly low barrier. So folks who have mental health conditions, folks that have substance use disorder, folks that might suffer from night terrors aren't able to utilize those services, which is why Public Health has had to step up and really be the truly low barrier option for folks. So while I can appreciate that there is a desire for nonprofit to run it, we haven't seen them successfully address supporting our chronically unsheltered population to date, which is why we've had to kind of step into that role. We certainly want to partner with them but I do not believe that this would be a duplicative service because it's not being offered.

We had a nonprofit that had raised significant funds to open up a day room for our unsheltered population during the day. Many of the business community supported this. That never materialized. They never offered to do that. That decision changed and then we started seeing more folks out on the streets and then we started having complaints.

To Alderman Lopez's point, the nonprofits have been at the table talking about this problem but it really became highlighted once the local downtown businesses brought it forth to this Committee last year. I think part of the reason that we're so rushed in our response is because of the ordinance that was passed last year to prohibit camping. While we agree, Public Health completely agreed that this was unsafe that encampment, we had closed encampments previously without an ordinance. We have closed encampments on Crown Street that we also publicly provided restrooms and other services. So I think we created this, unfortunately, and we're kind of in a rushed point to try to solve it.

I think in terms of investment, this is an expensive problem to solve and really the only investment that we've had from City funding is my position and those of the community health workers that are doing the outreach for this. The overnight warming station was covered by opioid abatement funding. So is \$13,000 too much to invest given what we've already invested? I think that's up to you guys to decide but I have the privilege of working in a position where I have conversations with the nonprofits. I get to interface with all of you and other City administration but I also interface with the people who are living on the streets and if you speak to them, they will always come back and tell you about troubled experiences working with the nonprofits that we have, which is why the City has had to kind of also be that placeholder to help support this.

I think the question is what does the City want to do? The resource center was never meant to solve homelessness. Director Bagley and I have been very, very clear on that since starting. This was just a piece of it. As we've met with other communities that have been successful in reducing homelessness, they've all had a resource center but they also have sufficient shelter space. The resource center isn't that. That's not what we're talking about right now. It's a daytime option. There's still going to be the problem of people camping overnight, even with the resource center if it were to be built tomorrow. I think, unfortunately, GSOP's concern is that - is looking for where people can go overnight. It's not just the resource center and I think that when we have such a public issue and there is funding that's being discussed, we have to be strategic in how we spend it. I think that, you know, it would be great if we could find housing for all 50 or so people that are outside but we also recognize 1) there's not enough vacancy to afford that even if we used all of this funding, and there's also people who can't successfully remain inside for multiple reasons and we've seen a lot of them at the resource center.

In terms of opening Elm Street, we saw significant migration from Manchester. They closed their - Manchester opened a 40 bed shelter and they weren't able to sustain that so they reduced it to 20 beds. We saw a number of those folks come here when they closed that shelter in beginning of March. They also closed their warming station in the beginning of March. So this isn't a service that's offered year round in other communities. So there would be migration anticipated whereas the resource center is something that multiple communities surrounding us already have. So I just urge you to take all of those things into consideration before your vote.

Alderman Klee

Just one quick follow up, if I may?

President Wilshire

Yes.

Alderman Klee

My colleague from Ward 4 spoke eloquently and my colleague from Ward 4 is often saying if we're pursuing perfection and getting everything just right, we're never going to move forward and I think that this is not perfection. This is a move forward. I hope those that have been on the fence will vote positive for this and look at it as the \$13,000 is worth six

months. It doesn't stop us from continuing looking and so on and I'd like to move the question.

MOTION BY ALDERMAN KLEE TO MOVE THE QUESTION, BY ROLL CALL

Yea: Alderman Klee, Alderwoman Smith, Alderman O'Brien, Alderman Dowd,
President Wilshire 5

Nay: Alderman Thibeault, Alderman Gregg, Alderman Sullivan, Alderman Sennott,
Alderman Johnson, Alderman Morgan, Alderman Lopez 7

MOTION FAILED

Alderman Thibeault

Yeah, I had a question for - thank you. I had a question for Director Cummings before he leaves. So the Alderman from Ward 3 mentioned that we could still look in the next six months. What is the probability that the City will still look when we are waiting when we put the \$13,000 down or in November potentially doing that or you get - I don't know who's looking. Is it Director Bagley? Is it you?

Tim Cummings, Director of Administrative Services

I think it's fair to say would be me looking more than anyone else and we'll certainly look.

Alderman Thibeault

So if we gave you that direction?

Tim Cummings, Director of Administrative Services

I can't give you that probability though.

Alderman Thibeault

So if we gave that direction – that's what you would do, right?

Tim Cummings, Director of Administrative Services

Yes. We would continue to look.

Alderman Thibeault

Okay. I was just trying to figure out is – is that a reality or?

Tim Cummings, Director of Administrative Services

We absolutely will continue to look. I don't know if and when we will come back before you with another piece of property and you just need to know that that's a reality to the situation, but we will continue to look and if it meets the criteria that Public Health tells us and it looks like it's a plausible solution, we'll present it and move it forward.

Alderman Thibeault

Okay, thank you. That's good.

Tim Cummings, Director of Administrative Services

Thank you. I have to go. I'll try to jump on via zoom once you guys go back into.

President Wilshire

Okay, so what's the pleasure?

Alderman Klee

I already said it.

Alderman Sullivan

Yup, let's take a vote.

President Wilshire

We don't need a roll call vote, do we?

Alderman Thibeault

I'd like to do a roll call.

Steve Bolton, Corporation Counsel

You should. (inaudible) and then you have to do it and when everyone's vote is recorded.

President Wilshire

So we're voting on Aldermen Klee's motion.

Alderman Klee

Yes.

President Wilshire

Could you repeat?

Alderman Klee

To approve the amendment.

Alderman Sennott

Repeat the motion, please.

MOTION BY ALDERMAN KLEE TO APPROVE THE AMENDMENT TO THE PURCHASE AND SALES AGREEMENT, BY ROLL CALL

Yea: Alderman Klee, Alderwoman Smith, Alderman O'Brien, Alderman Dowd, Alderman Lopez, President Wilshire 6

Nay: Alderman Thibeault, Alderman Gregg, Alderman Sullivan, Alderman Sennott, Alderman Johnson, Alderman Morgan, 6

MOTION FAILED

Alderman O'Brien

Beautiful. I love this place.

Alderman Lopez

I have a point of order.

President Wilshire

Alderman Lopez.

Alderman Lopez

As we have not approved this and in our next meeting it might ..

Alderman Klee

Gonna kill it.

Alderman Lopez

...potentially end the or do nothing unless they expire? This meeting then becomes non-public – then becomes public?

President Wilshire

I'm sorry?

Steve Bolton, Corporation Counsel

The minutes can be made available.

Alderman Lopez

Okay.

Steve Bolton, Corporation Counsel

But right now you have not voted to keep the minutes confidential, but.

President Wilshire

Okay.

Alderman Lopez

There's no reason (inaudible).

President Wilshire

So we got nowhere.

Alderman Klee

No. So may I comment? Is that allowed?

President Wilshire

Alderman Klee.

Alderman Klee

Yes. So in essence, we've basically said no to the \$1.2 million and to not take this off the table because we have a deadline of the 30th. So we have to take it off the table and we have to vote it. So in essence, we'll kill that as well I assume.

Steve Bolton, Corporation Counsel

Well you don't have to do anything.

Alderman Klee

Okay. If we don't do anything ..

Steve Bolton, Corporation Counsel

If you don't do anything, we won't meet the April 30th ..

Alderman Klee

Okay.

Steve Bolton, Corporation Counsel

...deadline to close. You will not have approved the Purchase and Sale Agreement.

Alderman Klee

Okay.

Steve Bolton, Corporation Counsel

So that contingency will not have been met.

Alderman Klee

Okay.

Steve Bolton, Corporation Counsel

And the Agreement will terminate and as we spoke a while back, the \$10,000 deposit should be refunded.

Alderman Klee

Refunded. Okay.

Alderman Thibeault

Alderman Clemons will be on it too. That'll be another vote if that gets taken off the table.

Alderman Klee

Yeah, but we've lost the \$1.2 million.

Alderman Thibeault

I know, I know. One more.

President Wilshire

What's our next move?

Steve Bolton, Corporation Counsel

It's up to the Board what it wants to do but if there's nothing further to discuss ..

Alderman Klee

No.

Steve Bolton, Corporation Counsel

...you could end the non-public session.

Alderman Morgan

I would be willing to amend my vote so that we could bring this full opportunity back with Alderman Clemons.

Alderman Klee

We cant.

Alderman Thibeault

But wouldn't be able to vote.

Alderman Klee

Because this was non-public.

Alderman Morgan

True. He's gotta be here.

Alderman Lopez

Can they point out that while the discussion was non-public if we made the amendment in public that might - I mean the Purchase and Sales Agreement would be known to the other party?

President Wilshire

You'd have to ask him.

Steve Bolton, Corporation Counsel

Oh, you could do that. You ..

Alderman Lopez

Okay.

Steve Bolton, Corporation Counsel

...I mean, you didn't have to do any of this. You didn't have to do any of this in non-public. I think it was probably a good idea that you did, particularly if you were going to vote yes but if we go into public session, the discussion may take other forms since those of you who are here would have made all the points that you thought needed to be made. So if you do it in public session when we're back in public session, these same concerns may not exist but it's all up to you.

Alderman Klee

Thank you. I think it would be unfair to Alderman Clemons to bring this forward in public session unless we had all this discussion. We've had all this discussion and then we bring him forward and say, you know, you have to vote on it now when he hasn't been part of this discussion. I don't think that would be fair to him. I don't think it would be wrong to do. I'm just saying is it – he doesn't have that.

Alderman Sullivan

Yeah, he hasn't seen this.

Alderman Klee

No.

Alderman Sullivan

Yeah.

Alderman Klee

He hasn't seen this and so on. So I don't think that that's a fair thing to do with him. We'd have to discuss all this. We'd have to tell him what this is in, and so on, and so forth. So while I don't like the way this vote is unless someone from the negative side wants to bring the question back, we go through as this failed.

President Wilshire

What's the pleasure? Should we come out of non-public? Let's do it. Could I have a motion Alderman Klee?

Alderman Klee

Yes, I'd like to motion to come out of non-public and do we seal these minutes if we're gonna discuss this?

President Wilshire

You gotta take ..

Steve Bolton, Corporation Counsel

You have to vote to seal the minutes in public.

Alderman Klee

In public. Okay, sorry.

Unidentified Speaker

That's the next motion.

Alderman Klee

Yes. I'll take it.

President Wilshire

You have the motion to ..

Steve Bolton, Corporation Counsel

I shouldn't say that (inaudible). If you want to seal the minutes ..

Alderman Klee

The minutes, right.

Steve Bolton, Corporation Counsel

...that vote has to be taken in public session.

Alderman Klee

So, I would - make sure I have this right. I make a motion to come out of non-public session and return to the Board of Alderman meeting by roll call.

MOTION BY ALDERMAN KLEE TO COME OUT OF NON-PUBLIC SESSION AND RETURN TO THE BOARD OF ALDERMAN MEETING, BY ROLL CALL

Yea: Alderman Klee, Alderwoman Smith, Alderman Thibeault, Alderman O'Brien,

Alderman Gregg, Alderman Dowd, Alderman Sullivan, Alderman Sennott,
Alderman Johnson, Alderman Morgan, Alderman Lopez, President Wilshire

12

Nay:

0

MOTION CARRIED

The Board of Aldermen came out of non-public session at 9:07 p.m.

President Wilshire

We're out of non-public at 9:07 pm. We can let ..

Alderman Thibeault

We have to get rid of these right?

President Wilshire

...the rest of the City in.

Alderman Morgan

Yeah.

Alderman Morgan

Does somebody want to collect those?

President Wilshire

Donna, you want to collect these?

Alderman Lopez

Is it literally gonna matter for 2 days?

President Wilshire

Don't mind my scratches on the back.

Alderman Morgan

Is that it or no?

Alderman Thibeault

I know, I know.

Donna Graham, Legislative Manager

Thank you.

Attested: Dan Healey, City Clerk

Graham

A regular meeting of the Board of Aldermen was held Tuesday, April 28, 2026, at 7:30 p.m. in the aldermanic chamber, and duly noticed in two places, including the City's website, in accordance with the requirements of RSA 91-A:2 II.

President Lori Wilshire presided; City Clerk Dan Healey recorded.

Prayer was offered by City Clerk Dan Healey; Alderman Richard A. Dowd led in the Pledge to the Flag.

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

- via zoom

The roll call was taken with 12 members of the Board of Aldermen present: Alderman Clemons, Alderman Klee, ~~Alderman Smith~~, Alderman Thibeault, Alderman O'Brien, Alderman Gregg, Alderman Dowd, Alderman Sullivan, Alderman Sennott, Alderman Johnson, ~~Alderman Kelly~~, Alderman Morgan, Alderman Lopez, Alderman Wilshire.

7:32 ~~Smith, Kelly~~ were recorded absent.

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

****President Wilshire to announce that the Board will be going into Non-Public Session.****

NON-PUBLIC SESSION

MOTION BY ALDERMAN CLEMONS THAT THE BOARD OF ALDERMEN GO INTO NON-PUBLIC SESSION BY ROLL CALL PURSUANT TO RSA 91-A:3 II (d) CONSIDERATION OF THE ACQUISITION, SALE, OR LEASE OF REAL OR PERSONAL PROPERTY WHICH, IF DISCUSSED IN PUBLIC, WOULD LIKELY BENEFIT A PARTY OR PARTIES WHOSE INTERESTS ARE ADVERSE TO THOSE OF THE GENERAL COMMUNITY

SECONDED BY ALDERMAN O'Brien

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

Yea: Alderman Clemons, Alderman Klee, Alderman Smith, Alderman Thibeault, Alderman O'Brien, Alderman Gregg, Alderman Dowd, Alderman Sullivan, Alderman Sennott, Alderman Johnson, Alderman Kelly, Alderman Morgan, Alderman Lopez, Alderman Wilshire

14/13

Nay: 0

MOTION CARRIED

The Board of Aldermen went into non-public session at 7:34 p.m.

****President Wilshire to inform the public that they must leave the room. The meeting will resume after Non-Public Session.****

- also in attendance:
- Matt Sullivan
 - Tim Cummings
 - Robbie Baaker
 - Latonya Muccioli
 - Dan Healey
 - Donna Graham

MOTION BY ALDERMAN Klee TO approve amendment to P+S Agreement on Resolution 4-26-09

BY ROLL CALL

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

Yea: ~~Alderman Clemens, Alderman Klee, Alderwoman Smith, Alderman Thibeault, Alderman O'Brien, Alderman Gregg, Alderman Dowd, Alderman Sullivan, Alderman Sennott, Alderman Johnson, Alderwoman Kelly, Alderman Morgan, Alderman Lopez, Alderman Wilshire~~

14 6
2 6

Nay: Thibeault, Gregg, Sullivan, Johnson

MOTION ~~CARRIED~~ Morgan
Failed

MOTION BY ALDERMAN Klee TO COME OUT OF THE NON-PUBLIC SESSION AND RETURN TO THE BOARD OF ALDERMEN MEETING, BY ROLL CALL

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

Yea: ~~Alderman Clemens, Alderman Klee, Alderwoman Smith, Alderman Thibeault, Alderman O'Brien, Alderman Gregg, Alderman Dowd, Alderman Sullivan, Alderman Sennott, Alderman Johnson, Alderwoman Kelly, Alderman Morgan, Alderman Lopez, Alderman Wilshire~~

- Atty Dolton kept handout
- Graham collected rest of handouts and shredded
14 12
0

Nay:

MOTION CARRIED

The Board of Aldermen came out of non-public session at 9:07 p.m.

MOTION BY ALDERMAN Klee THAT THE BOARD OF ALDERMEN KEEP THE MINUTES OF THE NON-PUBLIC SESSION CONFIDENTIAL BECAUSE THE DIVULGENCE OF THE CONFIDENTIAL INFORMATION LIKELY WOULD RENDER THE PROPOSED ACTION INEFFECTIVE UNTIL SUCH TIME AS THE BOARD OF ALDERMEN DETERMINES THAT THE PURPOSE OF THE CONFIDENTIALITY WOULD NO LONGER BE SERVED, BY ROLL CALL

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

Yea: ~~Alderman Clemens, Alderman Klee, Alderwoman Smith, Alderman Thibeault, Alderman O'Brien, Alderman Gregg, Alderman Dowd, Alderman Sullivan, Alderman Sennott, Alderman Johnson, Alderwoman Kelly, Alderman Morgan, Alderman Lopez, Alderman Wilshire~~

14 8
0 4

Nay: Sullivan Sennott Johnson Lopez

MOTION CARRIED

REMARKS BY THE MAYOR

Mulberry St.;

② Mtn Klu to move the question

Klu Smith ^{OB} Dowd Wilshire 5

Yribawlt Gregg Sullivan

Sennott Johnson Morgan 7

Lopez

Mtn Failed



THE CITY OF NASHUA

Office of Administrative Services

"The Gate City"

TO: Board of Aldermen
FROM: Tim Cummings, Director of Administrative Services
Date: March 30, 2026
RE: Request for Approval of the First Amendment of the Purchase & Sale Agreement Found In R-26-019

Request for Approval

I am requesting approval of this First Amendment and the expenditure of a \$13,000 Extension Fee and an additional \$10,000 Additional Deposit.

Background

The enclosed document is an agreed to amendment by the Seller to the Purchase and Sale document for 14 Mulberry Street with a purchase price of \$730,000.00, which is provided for in R-26-019.

This memo is being offered to provide additional context on this First Amendment. Essentially, the Seller as agreed to amend the closing date to November 1, 2026, which is a six-month extension.

In consideration of this extension the Seller is looking for

- An additional \$13,000 (this translates into \$2,166.67 per month for 6 months)
- This \$13,000 is on top of the Purchase Price
- An additional \$10,000 deposit (total deposit would be \$20,000*)
- After 60 days from the date of this First Amendment execution \$7,000 of the total deposit would be non-refundable
- The Seller will continue to market and show the property and any back-up offer(s) are contingent on the Purchase and Sale being terminated

Finally, the City has the right to terminate the Purchase and Sale should the environmental review of the property not be satisfactory.

As you know, the City of Nashua is looking to establish a Resource Center and the subject property has been identified for this specific use and is also a strategic purchase due to its proximity to other local municipal office buildings.

THANK YOU.

Enclosure First Amendment to Purchase and Sale Agreement

*There was an initial Deposit paid of \$10,000 (total deposit would be \$20,000)

FIRST AMENDMENT

To

PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement is made this ____ day of April, 2026 by Najad Ghanbari ("Seller") and the City of Nashua, New Hampshire ("Buyer").

WHEREAS, the parties entered into their March 27, 2026 Purchase and Sale Agreement ("Agreement") with respect to Buyer's purchase of 14 Mulberry Street, Nashua, New Hampshire from Seller;

WHEREAS, the parties have agreed to amend the Agreement upon the terms and conditions below.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. **Transfer of Title:** Section 5 of the Agreement is amended to reflect closing shall occur on or before November 1, 2026.
2. **Environmental Review Contingency:** This Amendment is conditioned upon Buyer's satisfactory completion of an environmental review of the Property in accordance with 24 CFR Part 58, and Buyer's determination, acting in good faith, regarding the suitability of the Property for its intended use as a resource center and transitional housing.
3. **Extension Consideration:** In consideration of extending the closing date beyond April 30, 2026, Buyer shall pay Seller a non-refundable extension fee of \$13,000.00, payable upon execution of this Amendment. Said extension fee shall not be credited against the Selling Price.
4. **Additional Deposit:** Upon execution of this Amendment, Buyer shall deposit an additional \$10,000 into escrow. A portion of the total deposit, in the amount of \$7,000, shall become non-refundable to Seller after sixty (60) days from the date of this Amendment, provided Buyer is proceeding in good faith toward completion of the environmental review and related approvals.
5. **Marketing Clause:** Seller reserves the right to continue to market and show the Property during the extension period. Any subsequent offers shall be contingent upon termination of this Agreement.
6. **Execution:** This Amendment may signed be electronically, and executed in multiple counterparts, as one original document.

All other terms and conditions of the Agreement, not otherwise amended herein, remain in full force and effect.



Najad Ghanbari

City of Nashua

James W. Donchess, Mayor



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 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



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 NG / _____ BUYER(S) INITIALS JWD / _____

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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 / _____

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TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	g. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	h. Hazardous Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
d. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	i. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	j. _____	<input type="checkbox"/>	<input type="checkbox"/>	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	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. Condominium documentation per N.H. RSA 356- B:58	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Easements of Record/Deed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	e. Co-op/PUD/Association Documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Park Rules and Regulations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. Availability of Property/Casualty Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			g. Availability and cost of Flood Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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 /

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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.

SELLER(S) INITIALS N.G./

BUYER(S) INITIALS JWD /

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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 /

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- 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 /