7:30 PM Aldermanic Chamber

1. PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER

2. PRAYER OFFERED BY CITY CLERK DAN HEALEY

3. PLEDGE TO THE FLAG BY ALDERMAN RICHARD A. DOWD

4. ROLL CALL

5. REMARKS BY THE MAYOR

6. RESPONSE TO REMARKS OF THE MAYOR

7. RECOGNITIONS

8. DISCUSSIONS OR PRESENTATIONS

   - Keefe Auditorium Commission Update

9. READING OF MINUTES OF PREVIOUS MEETINGS

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

From: Lisa Fauteux, Director of Public Works
Re: Referral from Board of Aldermen (O-26-023)

From: John J. Boisvert, Chief Executive Officer - Pennichuck Corporation
Re: Pennichuck Corporation Quarterly Report to the Sole Shareholder for the Quarter Ended June 30, 2026

From: Robert J. Gagne, Contract Assessor Supervisor
Re: Elderly Exemption & Disabled Exemption Review for the 2027 Tax Year

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

9(b). COMMUNICATIONS REQUIRING FINAL APPROVAL

From: Mayor Jim Donchess
Re: Multi-Year Contract Award - Transdev, Inc.

11. PETITIONS

12. NOMINATIONS, APPOINTMENTS AND ELECTIONS

Appointments by the Mayor

Reports of Committee

Ad Hoc Capital/Debt Committee - 8/10/26

Budget Review Committee - 6/2/26, 8/24/26

Joint Meeting - Committee on Infrastructure and Library Board of Trustees - 8/4/26

Joint Meeting - Committee on Infrastructure and Board of Pubilc Works - 8/27/26

Pennichuck Water Special Committee - 8/31/26

13. CONFIRMATION OF MAYOR'S APPOINTMENTS

Airport Authority

Joseph Duquette (re-appointment) Term to Expire: August 31, 2031
32 Hills Ferry Road
Nashua, NH 03064

Historic District Commission

Marnie Gordon Term to Expire: July 16, 2029
69 Concord Street
Nashua, NH 03064

14. UNFINISHED BUSINESS – RESOLUTIONS

15. UNFINISHED BUSINESS – ORDINANCES

O-26-023
Endorser: Mayor Jim Donchess
INCREASING SEWER USE FEES RATES AND CHARGES
- Personnel/Administrative Affairs Committee with recommendation for final passage
- Board of Public Works with favorable recommendation

16. BUSINESS UNFINISHED AT THE PREVIOUS MEETING

R-26-015
Endorsers: Mayor Jim Donchess
Alderman-at-Large Ben Clemons
Alderman Patricia Klee
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman-at-Large Alicia Gregg
Alderman Richard A. Dowd
Alderman-at-Large Amber Morgan
Alderman-at-Large Lori Wilshire
SUPPORTING THE TOWN OF MERRIMACK IN ITS OPPOSITION TO AN ICE DETENTION CENTER
- tabled at Board of Aldermen meeting on 2/24/26

R-26-020
Endorsers: Mayor Jim Donchess
Alderwoman Vengerflutta Smith
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderman-at-Large Alicia Gregg
Alderwoman-at-Large Shoshanna Kelly
Alderman-at-Large Ben Clemons
Alderman Patricia Klee
Alderman-at-Large Lori Wilshire
AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF NINE HUNDRED THOUSAND DOLLARS ($900,000) TO FUND THE PURCHASE, DESIGN, PRE-RENOVATION WORK AND RENOVATIONS FOR A RESOURCE CENTER AT 14 MULBERRY STREET
- tabled at Special Board of Aldermen meeting on 4/22/26

17. NEW BUSINESS – RESOLUTIONS

R-26-058
Endorser: Mayor Jim Donchess
ESTABLISHING THE USE OF FUND BALANCE FOR TAX RATE

R-26-059
Endorser: Mayor Jim Donchess
AUTHORIZING THE MAYOR AND CITY TREASURER TO BORROW AN AMOUNT NOT TO EXCEED THREE MILLION DOLLARS ($3,000,000) THROUGH THE ISSUANCE OF BONDS AND/OR A LOAN THROUGH THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES STATE REVOLVING LOAN FUND FOR THE WASTEWATER TREATMENT PLANT PHASE 1 UPGRADES PROJECT

R-26-060
Endorser: Mayor Jim Donchess
AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED FOUR MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($4,275,000) FOR THE CITY'S SEWER INFRASTRUCTURE IMPROVEMENT AND SEWER AND DRAIN CASTING REPLACEMENT PROGRAMS

R-26-061
Endorser: Mayor Jim Donchess
AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED TWO MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS ($2,550,000) FOR VARIOUS WASTEWATER CAPITAL IMPROVEMENTS

R-26-062
Endorser: Mayor Jim Donchess
AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED TWO MILLION DOLLARS ($2,000,000) FOR VARIOUS IMPROVEMENTS AT THE SOLID WASTE DEPARTMENT FOUR HILLS LANDFILL

R-26-063
Endorser: Mayor Jim Donchess
AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED TWO MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-EIGHT DOLLARS ($2,678,828) FOR THE PURCHASE OF SOLID WASTE CAPITAL EQUIPMENT

R-26-064
Endorser: Mayor Jim Donchess
AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED FIVE MILLION ONE HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED AND TWENTY-EIGHT DOLLARS ($5,173,428) FOR THE PURCHASE OF CAPITAL EQUIPMENT

R-26-065
Endorser: Mayor Jim Donchess
RELATIVE TO THE FISCAL YEAR 2026 TRANSFER OF $150,000 FROM DEPARTMENT 191 "SCHOOL", ACCOUNT 71221 "COMPUTER EQUIPMENT" TO FUND 1000, DEPARTMENT 2100 "FOOD SERVICES FUND", ACCOUNT 49100 "TRANSFER FROM GENERAL FUND" FOR THE PURPOSE OF FUNDING FY2026 EXPENDITURES IN THE FOOD SERVICES SPECIAL REVENUE FUND

R-26-066
Endorser: Mayor Jim Donchess
AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED FIVE MILLION DOLLARS ($5,000,000) FOR THE REPAIR AND RENOVATION OF TWO PUBLIC INGROUND SWIMMING POOLS

R-26-067
Endorser: Mayor Jim Donchess
AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THREE MILLION DOLLARS ($3,000,000) FOR THE DESIGN AND OTHER ANCILLARY COSTS TO RENOVATE THE NASHUA PUBLIC LIBRARY

R-26-068

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

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000) FOR THE DESIGN, CONSTRUCTION AND EQUIPPING OF A FIRE TRAINING FACILITY

R-26-069

Endorsers: Mayor Jim Donchess

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED ONE MILLION DOLLARS ($1,000,000) FOR THE DESIGN AND OTHER ANCILLARY COSTS TO REPLACE THE PINE HILL FIRE STATION

R-26-070

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

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED ONE MILLION DOLLARS ($1,000,000) FOR DEFERRED CAPITAL MAINTENANCE OF FIRE STATIONS

R-26-071

Endorser: Mayor Jim Donchess

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED NINE MILLION DOLLARS ($9,000,000) FOR THE REPLACEMENT AND MODERNIZATION OF THE CITY-WIDE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

R-26-072

Endorser: Mayor Jim Donchess

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED FORTY-THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($43,500,000) FOR THE DESIGN, CONSTRUCTION AND EQUIPPING OF A DIVISION OF PUBLIC WORKS GARAGE AND FLEET MAINTENANCE FACILITY

R-26-073

Endorser: Mayor Jim Donchess

CHANGING THE PURPOSE OF UP TO THREE MILLION ONE HUNDRED EIGHTY-THREE THOUSAND TWO HUNDRED DOLLARS ($3,183,200) OF UNEXPENDED BOND PROCEEDS FROM VARIOUS DIVISION OF PUBLIC WORKS CAPITAL PROJECTS TO THE DIVISION OF PUBLIC WORKS GARAGE AND FLEET MAINTENANCE FACILITY PROJECT

R-26-074

Endorser: Mayor Jim Donchess

RELATIVE TO THE CREATION OF THREE NEW EXPENDABLE TRUST FUNDS AND THE TRANSFER OF $790,387 FROM PRIOR YEAR ESCROWS INTO VARIOUS EXPENDABLE TRUST FUNDS FOR DIVISION OF PUBLIC WORKS INFRASTRUCTURE IMPROVEMENTS, PARK REHABILITATION, COMMUNITY DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS, GENERAL TRANSPORTATION IMPROVEMENTS, DOWNTOWN IMPROVEMENTS, WATERWAYS AND WATER BODIES, AND SCHOOL DEFERRED MAINTENANCE

18. NEW BUSINESS – ORDINANCES

19. PERIOD FOR GENERAL PUBLIC COMMENT

20. REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

21. COMMITTEE ANNOUNCEMENTS

22. ADJOURNMENT

THE CITY OF NASHUA

Division of Public Works
Administration

"The Gate City"

MEMORANDUM

TO: Board of Alderman,

Donna Graham, Legislative Affairs Manager

FROM: Lisa Fauteux, Director of Public Works

DATE: August 27, 2026

SUBJ.: Referral from Board of Aldermen

Please be advised that the Board of Public Works met on August 27, 2026 and recommend the below referenced Ordinance to the Board of Alderman.

A. Ordinance O-26-23
Increasing Sewer Use Fees Rates and Charges

848 West Hollis Street • Nashua, New Hampshire 03062 • Phone (603) 589-3140

PENNICHUCK®

25 WALNUT STREET
PO BOX 428
NASHUA, NH 03061-0428

(603) 882-5191
FAX (603) 913-2305

WWW.PENNICHUCK.COM

September 9, 2026

Ms. Lori Wilshire
President, Board of Aldermen
City of Nashua
229 Main Street
Nashua, NH 03060

Dear President Wilshire:

Enclosed for your information is the Pennichuck Corporation Quarterly Report to the Sole Shareholder for the Quarter Ended June 30, 2026.

Please contact me at 603-913-2328 if you have any questions relative to the report.

Sincerely,

John J. Boisvert
Chief Executive Officer

cc. Board of Aldermen
Mayor James Donchess
Steven Bolton, City Corporation Counsel
Dawn Enwright, City Chief Financial Officer
George Torres, Chief Financial Officer and Treasurer, Pennichuck Corporation
Lori Douglas, Director of Accounting and Corporate Controller, Pennichuck Corporation
Carol Ann Howe, CPA, Assistant Treasurer and Corporate Secretary

PENNICHUCK

Pennichuck Corporation

Quarterly Report to the

Sole Shareholder
(City of Nashua Board of Aldermen)

Quarter Ended June 30, 2026

Executive Summary

- Revenues for the second quarter of 2026 were relatively flat, increasing $0.1 million ($14.6 million versus $14.5 million), over the prior year. Revenues on a year-to-date basis were slightly higher by $0.5 million, when compared to the prior year ($27.2 million in 2026 versus $26.7 million in 2025). Additionally, year-to-date revenues from the unregulated water service business increased slightly by 1.3%.

- Operating Income for the second quarter and year-to date 2026, were both higher than the prior year due to the increase in revenue year-over-year.

- The Pre-Tax Loss for the second quarter of 2026 increased to $1.7 million versus the pre-tax loss of $0.90 million for 2025. This is primarily due to the increase in operating expenses, over 2025. On a year-to-date basis, the pre-tax loss also rose to $4.1 million for 2026 versus $3.9 million for 2025, due to the same increase in those expenses.

- Earnings before Interest, Taxes, Depreciation and Amortization (EBITDA) for the second quarter of 2026 were 20.5% higher than the prior year ($4.7 million versus $3.9 million). On a year-to-date basis EBITDA was 5.8% higher than the prior year ($7.3 million versus $6.9 million for 2025). These increases are attributed to the increase in operating income, as mentioned previously.

- During the quarter, the company paid $2.1 million to the City in principal, interest and dividends to fund the City Acquisition Debt. Year-to-date, the company has paid $4.2 million to the City in principal, interest and dividends to fund the City Acquisition Debt.

- Capital expenditures for the second quarter of 2026 were $4.1 million compared to $1.1 million in the second quarter of 2025. On a year-to-date basis, capital expenditures for 2026 were $6.1 million compared to $3.1 million in 2025. These material increases are attributed to the Company’s current Chemical Feed project, expected to be completed in early 2027.

We remain focused on the Company's primary mission, in that we continue to provide clean water and excellent service to our customers and operate within the confines of the budgeted and planned levels of operating and capital expenditures.

Unaudited Financial Highlights

Financial highlights on a Generally Accepted Accounting Principles ("GAAP") basis for the second quarter of 2026 as compared to the second quarter of 2025 are as follows:

	Quarter Ended		Year-to-Date	(000's)
	June 30, 2026	June 30, 2025	June 30, 2026	June 30, 2025
Revenues				
Regulated Utilities	$ 14,224	$ 14,109	$ 26,377	$ 25,834
Other	450	424	880	869
Total	$ 14,677	$ 14,533	$ 27,257	$ 26,703
Operating Expenses				
Regulated Utilities	$ 12,050	$ 12,758	$ 24,061	$ 23,846
Other	370	310	730	705
Total	$ 12,420	$ 13,068	$ 24,791	$ 24,551
Operating Income	$ 2,257	$ 1,465	$ 2,466	$ 2,152
Non-Operational Income (Expense)	0	0	0	0
Net Interest Expense	(3,234)	(3,213)	(6,371)	(6,260)
Pre-Tax Income (Loss)	$ (977)	$ (1,748)	$ (3,905)	$ (4,108)
Income Tax Benefit (Expense)	103	316	733	799
Net Income (Loss)	$ (874)	$ (1,432)	$ (3,172)	$ (3,309)
Earnings Before Interest, Taxes, Depreciation and Amortization	$ 4,702	$ 3,880	$ 7,349	$ 6,974

Revenues from water utility operations were 2.1 % higher when compared to prior year due to six months of revenues under the approved tiered rates for PWW in order No. 27,098 in docket 23-101, which were in effect as of March of 2025. Revenues from the unregulated water service business increased 1.3% on a year-to-date basis due to an increase in unplanned contract work for 2026.

Operating Expenses have increased approximately 1.0 % year-over-year. This increase is primarily attributed to increases in general administrative costs, related to wages and benefits. As well as, increases to its computer maintenance and software related expenses, driven by inflationary pressures and company-wide initiatives.

Operating Income has increased year-over-year as a result of the increase in revenue, over and above the increase in Operating Expenses, as previously noted.

Interest Expense increased year-over-year by 1.8%, primarily due to a full six months of interest expense associated with the 2025 Bonds, compared to a partial period in the prior year following the April 2025 issuance.

The income tax provision in the current year reflects the tax treatment for the Municipal Acquisition Regulatory Asset (MARA), as a permanent book to tax difference in deductible amounts. As of the end of the second quarter, the tax benefit rate is 18.8% versus the statutory rate provision of 26.93%.

The second quarter pre-tax loss for 2026 is lower than the pre-tax loss for 2025, for reasons as discussed in this quarterly report.

Earnings before interest, taxes, depreciation, and amortization (EBITDA) is 17.4% higher than EBITDA for the same period last year due to the increase in revenue year-over-year, over and above any expense increases, as previously discussed.

Balance Sheet

	(000's) As of June 30, 2026 (Unaudited)	As of December 31, 2025 (Audited)
Assets		
Property, Plant & Equipment, Net	$ 275,248	$ 266,866
Current Assets:		
Cash	183	304
Restricted Cash	5,562	8,930
Restricted Cash – Bond Project Funds	27	234
Accounts Receivable [Note 1]	10,027	8,823
Inventory	1,388	1,386
Other Current Assets [Note 2]	2,425	1,619
Total Current Assets	19,612	21,296
Other Assets:		
Acquisition Premium	54,665	58,318
Other Assets	8,243	7,688
Total Other Assets	62,908	66,006
TOTAL ASSETS	$ 357,768	$ 354,168
Shareholders' Equity and Liabilities		
Shareholders' Equity	$ (23,033)	$ (19,012)
Bonds, Notes and Mortgages	255,752	241,462
Current Liabilities:		
Lines of Credit [Note 3]	2,351	8,833
Current Portion of Long-Term Debt	8,540	7,834
Other Current Liabilities [Notes 4 & 5]	6.938	7,988
Total Current Liabilities	17,829	24,655
Other Long-Term Liabilities:		
CIAC, net	66,348	64,507
Deferred Income Taxes	17,839	19,853
Accrued Pension Liability [Note 6]	-	4,704
Other Long-Term Liabilities	23,033	17,999
Total Other Long-Term Liabilities	107,220	107,063
TOTAL SHAREHOLDERS' EQUITY AND LIABILITIES	$ 357,768	$ 354,168

Notes to Balance Sheet

Note 1 (Accounts Receivable) – At June 30, 2026, the $1.2 million increase over the end of 2025 is attributed to the seasonal rise in operating revenues during the spring and summer months, as PWW's billed consumption increases.

Note 2 (Other Current Assets) – At December 31, 2025, approximately $1.0 million of this balance was comprised of prepaid property taxes, which were expensed in the first quarter of 2026, relating to taxes paid in November and December of 2025 for the second half of the property tax year ended March 31, 2026. The balance of prepaid property taxes as of June 30, 2026, is $1.0 million.

Note 3 (Lines of Credit) – At June 30, 2026, $2.1 million of this balance was comprised of the borrowed balance against the Fixed Asset Line of Credit, which exists in Pennichuck Water Works. Theis is used to fund Construction Work in Progress on capital projects which will be refinanced into bond indebtedness annually.

Note 4 (Other Current Liabilities) – At June 30, 2026, approximately $2.9 million of this balance is comprised of accounts payable which relates to activities that were performed in the second quarter of 2026. There was also a reclassification of the pension liability due to an actuarial valuation adjustment, which further reduced this account.

Note 5 (Other Current Liabilities) – At June 30, 2026, approximately $1.7 million of this balance is comprised of accrued interest. These interest costs are associated with the financed amounts for capital projects which have been incurred for ongoing infrastructure replacement, in conformity with the Company's key mission objectives.

Note 6 (Accrued Pension Liability) – During the six months of 2026**,** $625,000 was contributed into the Pension Plan, while approximately $505,000 in benefit payments were made to participants and approximately $170,484 of investment income and appreciation was earned in the plan.

Unaudited Cash Flow Statement

Cash Flow on a GAAP basis for the second quarter of 2026 as compared to the second quarter of 2025 is as follows:

	(000's)			
	Quarter Ended		Year-to-Date	
	June 30, 2026	June 30, 2025	June 30, 2026	June 30,2025
Operating Activities:				
Net Income (Loss)	$ (874)	$ (1,432)	$ (3,172)	$ (3,309)
Adjustments to Reconcile Net Income (Loss) to Net Cash Provided by Operating Activities:				
Depreciation and Amortization	2,463	2,414	4,900	4,911
Provision for Deferred Taxes	(91)	(308)	(710)	(783)
Other	(8)	(8)	(17)	(145)
Changes in Assets and Liabilities:				
(Increase) Decrease in Accounts Receivable	(1,253)	(2,056)	300	(991)
(Increase) Decrease in Inventory	18	147	(34)	(88)
(Increase) Decrease in Other Assets	(1,104)	(1,445)	(402)	(890)
Increase (Decrease) in Accounts Payable	859	(567)	1,182	(2,367)
Increase (Decrease) in Other Liabilities	1,356	600	638	(239)
Net Cash Provided by (Used in) Operating Activities	1,366	(2,655)	2,685	(3,901)
Investing Activities:				
Purchases of Property, Plant & Equipment, including the Debt Component of AFUDC	(4,430)	(844)	(5,859)	(2,713)
Proceeds from Sale of Property, Plant & Equipment	-	-	-	-
(Increase) Decrease in Restricted Cash	-	-	-	-
Sale of Investment Securities	-	-	-	-
Change in Deferred Land Costs	-	-	-	-
Net Cash Provided by (Used in) Investing Activities	(4,430)	(844)	(5,859)	(2,713)
Financing Activities:				
Borrowings (Repayments) on Lines of Credit	(6,847)	(11,641)	(6,520)	(6,871)
Payments on Long-term Debt	(1,918)	(1,543)	(3,988)	(3,726)
Contributions in Aid of Construction	15	806	15	806
Proceeds from Long-term Borrowings	10,860	14,105	10,860	14,105
Debt Issuance Costs	(443)	(543)	(444)	(552)
Dividends Paid	(70)	(69)	(139)	(139)
Net Cash Provided by (Used in) Financing Activities	1,597	1,115	(216)	3,623
Increase (Decrease) in Cash and Cash Equivalents	(1,467)	(2,384)	(3,390)	(2,991)
Cash and Cash Equivalents at Beginning of Period	7,239	8,861	9,162	9,468
Cash and Cash Equivalents at End of Period	$ 5,772	$ 6,477	$ 5,772	$ 6,477

Financial information is available on the Company's website (www.Pennichuck.com) under the "Management and Financial Information" caption.

Capital Expenditures

Capital Expenditures in the second quarter of 2026 were $4.1 million as compared to $1.1 million in the second quarter of 2025. This increase is almost entirely attributed to the ongoing *Chemical Feed Building* project, at the Company's water treatment facility.

Qualified Capital Project Adjustment Charge

Pennichuck Water Works – On February 13, 2026, Pennichuck Water Works filed a petition with the NHPUC for a 1.69% surcharge on all capital improvements completed and placed in service by Pennichuck Water Works in 2025. The Commission has not yet issued an Order approving this requested surcharge. When the Commission issues the Order, the approved surcharge will become effective retroactively on a "services rendered" basis. The Order will allow recoupment of the surcharge from all its customers based on their actual bills incurred between the date of the issuance of bonds on June 11, 2026, and the final effective date of the Order. Final approval by the NHPUC on this QCPAC surcharge is expected to be received in late 2026. It is anticipated that this surcharge will be billed to customers over a one-to-three-month period following the approval of the recoupment calculation of the approved surcharge.

Financing

On June 11, 2026, the Company's Pennichuck Water Works, Inc. subsidiary issued approximately $9.6 million of tax-exempt and taxable bonds through the NH Business Finance Authority as reimbursement for its 2025 capital improvements in Pennichuck Water Work's water supply, distribution, and support systems. The bond issuance was approved by the Pennichuck Board of Directors and the Sole Shareholder, as the first issuance under its multi-year bonding authority approved by these key stakeholders in 2025. This issuance had previously received NHPUC approval on Order No. 25,058 , dated September 4, 2025, which authorized up to $99 million in bonds via multiple issuances for the years 2026 – 2030.

Subsequent Events

The Company has evaluated the events and transactions that have occurred through August 24, 2026, the date that this memo was made available, for which no reportable events were discovered.

To:	Nashua Board of Aldermen
From:	Robert J. Gagne, Contract Assessor Supervisor
Date:	September 17, 2026
Re:	Elderly Exemption & Disabled Exemption Review for the 2027 Tax Year

Dear President Wilshire and Members of the Board:

The Assessor's Office has conducted a review of annual inflation in order to recommend revised elderly exemption and disabled exemption income limits. The limits were last reviewed and increased effective for the 2025 property tax year.

The window to apply for exemptions opens on January 1st each year. The Board of Aldermen (BOA) should therefore approve any recommended changes prior to the end of the current year.

Our recommendations are based on a three-year rolling average of inflation based on annual CPI-U Index Values. Since the recommendation needs to be presented in time for the BOA to act before current year CPI is available, the CPI numbers lag by one year.

Included with this letter is a "2027 Exemption CPI Inflation Report". The three-year inflation rolling average to be used to adjust the 2027 exemption income limits is 3.26%. The elderly and disabled exemption income limits would need to be increased by this percentage to keep up with inflation. The proposed increase to the income limits would be from $57,000 to **$59,000 (rounded)** for single and from $67,000 to **$69,000 (rounded)** for married couples.

The following table lists the **<u>current</u>** and **<u>proposed</u>** exemption income limits:

Exemption	Current Income Limit	**Recommended Income Limit**
Elderly		
Single	$57,000	**$59,000**
Married	$67,000	**$69,000**
Disabled		
Single	$57,000	**$59,000**
Married	$67,000	**$69,000**

The above income limit increases are recommended to take effect for the 2027 property tax year.

I remain available to answer any questions that you may have regarding this matter.

2027 Exemption CPI Inflation Report

Year	CPI-U Annual Average	CPI Change	3 Year Rolling Average	Average Inflation Rate to be used for Exemption Year:
2021	270.97	N/A	N/A	
2022	292.65	8.00%	N/A	
2023	304.70	4.12%	N/A	
2024	313.69	2.95%	N/A	
2025	322.18	2.71%	3.26%	2027
	Notes:	This report is completed annually in the early fall prior to the availability of current year CPI data. A three year rolling average is used.		

The latest 10 annual U.S. CPI-U values (2016–2025) range from 240.01 in 2016 to 322.18 in 2025, based on Bureau of Labor Statistics and compiled CPI-U tables.

Annual CPI-U Index Values (Past 10 Years)

Below is a clean 10-year slice of CPI-U annual averages using authoritative CPI-U tables (1982–84 = 100):

Year	CPI-U (Annual Avg)
2025	322.18 U.S. Inflation Calculator
2024	313.69 U.S. Inflation Calculator +1
2023	304.70 U.S. Inflation Calculator +1
2022	292.65 U.S. Inflation Calculator +1
2021	270.97 U.S. Inflation Calculator +1
2020	258.81 U.S. Inflation Calculator +1
2019	255.66 U.S. Inflation Calculator +1
2018	251.11 U.S. Inflation Calculator +1
2017	245.12 U.S. Inflation Calculator +1
2016	240.01 U.S. Inflation Calculator +1

Notes

- CPI-U is the standard Consumer Price Index for All Urban Consumers published by the U.S. Bureau of Labor Statistics.
- Values represent **annual averages**, not monthly readings.
- 2026 annual CPI-U is not yet available; only partial monthly data exist.
  Federal Reserve Bank of St. Louis

These values provide a consistent 10-year view of U.S. CPI-U inflation trends.

Read less

U.S. Inflation Calculator
U.S. Consumer Price Index (CPI) by Year | Official Data
https://www.in2013dollars.com/us-cpi

cpichart.com
Historical CPI Data — Annual U.S. Index 1913 to Present | cpichart.com
https://cpichart.com/historical-cpi/

Federal Reserve Bank of St. Louis
Consumer Price Index for All Urban Consumers: All Items in U.S. City Average…
https://fred.stlouisfed.org/series/CPIAUCSL/10yrs

Show All

US Inflation Calculator
https://www.usinflationcalculator.com › inflation › consumer

Consumer Price Index Data from 1913 to 2026 - US Inflation Calculator

Hover over the chart to view specific data points, or select a category from the legend on the right to highlight it. This makes it easy to …

Historical Inflation Rates
U.S. inflation rates by year show how consumer prices have changed annually …

Core Inflation Rates
Table: Core Inflation Rates by Month and Year Below is …

Current Us Inflation Rates
Below is a chart and table displaying annual US inflation rates for calendar years from …

Monthly Us Inflation Rates: 1…
This page presents a table of monthly inflation rates in …

Average Inflation Rates
The chart and table show recent annual average

Faq's
The following provides some of the most Frequently

Deep dive into 10 year us c…

- 10 year cpi **rate**
- 10 year cpi **chart australia**
- cpi by year
- 10 year cpi **forecast**
- cpi **table** by **month**

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Mayor Jim Donchess

Date: September 10, 2026

Re: Multi-Year Contract Award – Transdev, Inc.

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

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the September 16, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item:	Contract for day-to day operations for fixed-route transit service and paratransit services
Value:	$9,789,870
Vendor:	Transdev
Purchasing Memo#:	27-151 dated September 10, 2026
Contract Term:	Expires June 30, 2029

Thank you.

229 Main Street • PO Box 2019 • Nashua, New Hampshire 03061-2019
603.589.3260 • fax 603.594.3450 • NashuaMayor@NashuaNH.gov
www.NashuaNH.gov

City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

September 10, 2026
Memo #27-151

TO: Mayor Donchess
Finance Committee

SUBJECT: Transit operations services in the amount not to exceed $9,789,870 funded from Transit Service Operations/ 55- Other Services

Please see attached communications from Matt Sullivan, Community Development Director, dated September 10, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Transit operations to include Fixed Route Service and Paratransit Service
Value: $9,789,870
Department: 186 Transportation
Vendor: Transdev, Inc.
Fund: Transit Service Operations/55- Other Services
Term: Expires June 30, 2029

Ordinance: Pursuant to § 5-78 Major purchases (greater than $25,000) A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed $25,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

A competitive proposal for this project was issued and the following proposals were received:

Vendor	Location
Transdev, Inc.	Lombard, IL
RTW Management	Salt Lake City, UT

Community Development Division: Transit Department, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: M Sullivan
D Enwright
T Cummings

City of Nashua
Community Development Division
City Hall, 229 Main Street, PO Box 2019
Nashua, New Hampshire 03061-2019
www.nashuanh.gov

Community Development	589-3095
Planning and Zoning	589-3090
Building Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Conservation Commission	589-3105
Transportation	880-0100
Sustainability	589-3092

Date: **September 9th, 2026**

To: **Jim Donchess, Mayor**
Finance Committee
Board of Aldermen

From: **Matt Sullivan, Community Development Director**

Re: **TransDev, Inc. Transit Operation Service Contract 2.75 Year Contract with Up to 4 Extension Years**

The Division of Community Development and Nashua Transit System (NTS) respectfully request approval of the following contract which represents a new contract with the City's current transportation service contractor, TransDev. In early 2026, the solicited proposals and ultimately reviewed two (2) qualified proposals. After substantial consideration and negotiation, NTS/City representatives selected TransDev as the preferred vendor.

The contract before the Committee/Board includes revised pricing as shown below, a set of supplementary conditions that provide guidance and compliance requirements for the contractor, and a provision outlining the process by which the City will work to move away from using the City's Insurance and towards the vendor's insurance coverage for vehicles, drivers, etc. The final terms of the insurance are in the process of being negotiated. However, within the Insurance section of the Supplementary Conditions, a process is laid out for how the City can ultimately opt into the vendor insurance, subject to said insurance meeting the Risk Management Department's requirements. This insurance would not be effective until July 1st, 2027 at the earliest.

The contract also includes the ability for the City to opt-in to two (2) separate two-year extensions. It should be noted that the "Variable Rate" defined below will now be billed to the City separately for CDL and non-CDL services.

This is a not-to-exceed contract, with the maximum billable variable, fixed, and insurance rates below. The specific variable and fixed rates are part of the contract documentation.

Final terms of the Supplementary Conditions and Standard Contract are in review by the Risk Management and Legal Department, but substantive edits are not anticipated. The materials presented to the Finance Committee are drafts, but substantially in the form of the final contract versions. Pricing is final.

	Variable Rate – CDL and Non-CDL	**Fixed Rate**	**Insurance**	**Total**
Year 1 (FY2027 10/1/26-6/30/27 or 0.75 Year)	$1,614,007 ($2,152,009 x 0.75 Year)	$541,238 ($721,651 x 0.75 Year)	$0	$2,155,245
Year 2 (FY2028)	$2,277,168	$751,367	$376,972	$3,405,507
Year 3 (FY2029)	$2,339,973	$777,646	$393,084	$3,510,703
Total Not to Exceed – Initial Contract Term	**$6,769,150**	**$2,250,664**	**$770,056**	**$9,789,870**

Year 4 (FY2030- if extended)	$2,429,562	$802,305	$411,951	$3,643,818
Year 5 (FY2031 - if extended)	$2,529,392	$830,503	$431,738	$3,791,633

We thank the Mayor, Finance Committee, and Board of Aldermen for your continued support and consideration of this new long-term contract for Nashua's Transit System riders, many of whom represent the community's most vulnerable populations and are fully transit-dependent.

I am available to provide a brief overview presentation of the request to the Finance Committee and Board of Aldermen as well as answer any questions that Aldermen may have in advance of those sessions.

Thank you for your consideration of this request.

Sincerely,

Matt Sullivan
Community Development Director

Cc: Amy Girard, Purchasing Manager
Camille Correa, Transit Administrator

CONTRACT FOR PROFESSIONAL SERVICES

TRANSIT CONTRACTING AGREEMENT

BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, CITY HALL, NASHUA, NH 03060

AND

TRANSDEV, INC.

THIS AGREEMENT is made and entered into by and between the City of Nashua (CITY) and TransDev, Inc. (CONTRACTOR).

WHEREAS, the City, a political subdivision of the State of New Hampshire, requires the services of a Contractor ; and

WHEREAS, the CITY is desirous of obtaining a qualified transit contracting company for the operation of the City of Nashua Fixed Route & Paratransit Services, ("FRPS"); and

WHEREAS, the CONTRACTOR is desirous of providing such operational services;

WHEREAS, Contractor represents they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **Contractor Services:**

The City does hereby engage and retain the CONTRACTOR to operate its Fixed Route & Paratransit Services, pursuant to this Agreement and per the conditions set forth herein.

2. **Commencement and Term:**

The Agreement shall become effective on October 1st, 2026 and shall remain in effect until June 30, 2029 with the option to extend for up to four (4) years at two (2) year intervals. An option to extend will be presumed exercised unless either party notifies the other in writing at least six (6) months prior to the end of the then current contract year (July 1 - June 30) of its intent not to extend.

3. **DOCUMENTS INCORPORATED.** The following exhibits are by this reference incorporated herein and are made part of this contract:

Exhibit A - General Conditions for Contracts
Exhibit B – City Request for Proposals
Exhibit C – Vendor Request for Proposal Response
Exhibit D - Supplementary Conditions
Exhibit E - FTA Clauses

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

In the event of a conflict between the terms of the Proposal, this Agreement, the Supplemental Conditions, a written change order and/or fully executed City of Nashua Purchase Order, the terms of this Supplemental Conditions or a written change shall control over the terms of the Contract.

4.WORK TO BE PERFORMED

Except as otherwise provided in this contract, CONTRACTOR shall furnish all services, and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

See Exhibits B and D for Scope of Services.

5. COMPENSATION. The CITY agrees to pay the CONTRACTOR compensation for services performed in accordance with this Agreement as follows. Insurance costs shall only be due in the event that the City agrees to the use of the vendor's insurance, under terms acceptable to the City of Nashua.

a. Contracting Fee

	Variable Rate – CDL and Non-CDL	**Fixed Rate**	**Insurance**	**Total**
Year 1 (FY2027 10/1/26-6/30/27 or 0.75 Year)	$1,614,007	$541,238	$0	$2,155,245
Year 2 (FY2028)	$2,277,168	$751,367	$376,972	$3,405,507
Year 3 (FY2029)	$2,339,973	$777,646	$393,084	$3,510,703

Total Not to Exceed – Initial Contract Term	**$6,769,150**	**$2,250,664**	**$770,056**	**$9,789,870**
Year 4 (FY2030 – if extended)	$2,429,562	$802,305	$411,951	$3,643,818
Year 5 (FY2031 - if extended)	$2,529,392	$830,503	$431,738	$3,791,633

The CITY will pay the fixed costs as listed above. The CITY will pay the CONTRACTOR a variable cost only for hourly costs the CONTRACTOR incurs while operating the service. This hourly cost shall include all costs associated with gate-to-gate service as scheduled by the CITY.

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

Unless CONTRACTOR has received a written exemption from the City of Nashua, CONTRACTOR shall submit monthly requests for payment for services performed under this agreement in accordance with the values stated in the Agreement. Such requests shall be supported by such data substantiating the CONTRACTOR right to payment as the City of Nashua may reasonably require. CONTRACTOR shall submit monthly requests for payment for services performed under this agreement shall be submitted as follows:

Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

Paper Copies via US Mail to:

City of Nashua, City Hall
Accounts Payable
229 Main Street Nashua, NH 03060

Please do not submit invoices both electronically and paper copy.

In addition, and to facilitate the proper and timely payment of applications, the City of Nashua requires that all submitted invoices contain a valid **PURCHASE ORDER NUMBER.**

Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, CONTRACTOR agrees to provide the following with each request for payment:

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.

The City of Nashua will pay for work satisfactorily completed by CONTRACTOR. The City of Nashua will pay CONTRACTOR within **30** days of approval by the City of Nashua of the submitted invoice form and reporting as required by the Nashua Transit System. The City of Nashua will make no payments until the invoice and required reporting has been submitted and approved.

6. Effective Date of Contract. This contract shall not become effective until executed by the City of Nashua.

7. Notices. All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by e-mail and hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

CITY OF NASHUA REPRESENTATIVE:	CONTRACTOR COMPANY REPRESENTATIVE:
Community Development Division Director	**Paul O'Brien**
229 Main Street	**Senior Vice President**
Nashua, NH 03060	**Paul O'Brien**
commdev@nashuanh.gov	**paul.obrien@transdev.com**

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or CONTRACTOR may change the address or representative by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

____

James W. Donchess, Mayor
City of Nashua, New Hampshire

____

Date

____

Paul O'Brien, Senior Vice President
TransDev

____

Date

EXHIBIT A TABLE OF CONTENTS GENERAL CONDITIONS

General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "CONTRACTOR", and its successors, transferees and assignees (together "CONTRACTOR") includes any of the CONTRACTOR'S Company, sub, contractors, and subcontractors

2. **CONTRACTOR STATUS:** The parties agree that CONTRACTOR shall have the status of and shall perform all work under this contract as a CONTRACTOR, maintaining control over all its contractors or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Transdev Incorporated, and nothing in this contract shall create any contractual relationship between the City of Nashua and any other contractor or subcontractor. The parties also agree that CONTRACTOR is not a City of Nashua employee and that there shall be no:

    (1) Withholding of income taxes by the City of Nashua:
    (2) Industrial insurance coverage provided by the City of Nashua;
    (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
    (4) Participation or contributions by either the CONTRACTOR or the City of Nashua to the public employee's retirement system;
    (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
    (6) Unemployment compensation coverage provided by the City of Nashua.

3. **STANDARD OF CARE** CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. CONTRACTOR warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of CONTRACTOR to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, CONTRACTOR shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from CONTRACTORS to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by CONTRACTOR shall not in any way relieve CONTRACTOR of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of CONTRACTORS work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and CONTRACTOR shall be and remain liable in accordance with the terms of the contract and applicable law.

CONTRACTOR shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by CONTRACTOR to perform work under this contract. Approved key personnel shall not be taken off of the project by CONTRACTOR without the prior written approval of the City of Nashua, except in the event of termination of employment. CONTRACTOR shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

4. **City of Nashua Representative** The City of Nashua may designate a City of Nashua representative for this contract. If designated, all notices, project materials, requests by CONTRACTOR, and any other communication about the contract shall be addressed or be delivered to the City of Nashua Representative.

5. **Changes to Scope of Work** The City of Nashua may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of CONTRACTORS performance under the contract. CONTRACTOR shall provide to the City of Nashua within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if CONTRACTOR should proceed with any or all of the proposed change. If the change causes an increase or a decrease in CONTRACTORS cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of CONTRACTOR for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified CONTRACTOR of the change.

   When CONTRACTOR seeks changes, CONTRACTOR shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City of Nashua in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if CONTRACTOR should proceed with any or all of the proposed change.

   Except as provided in this paragraph, CONTRACTOR shall implement no change unless the City of Nashua in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City of Nashua may provide verbal approval of a change when the City of Nashua, in its sole discretion, determines that time is critical or public health and safety are of concern. Any verbal approval shall be confirmed in writing as soon as practicable. Any change undertaken without prior City of Nashua approval shall not be compensated and is, at the City of Nashua's election, sufficient reason for contract termination.

6. **City of Nashua Cooperation** The City of Nashua agrees that its personnel will cooperate with CONTRACTOR in the performance of its work under this contract. and that such personnel will be available to CONTRACTOR for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide CONTRACTOR with access

to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and CONTRACTOR also agree to attend all meetings called by the City of Nashua or CONTRACTOR to discuss the work under the Contract, and that CONTRACTOR may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** CONTRACTOR warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to CONTRACTOR. All future questions CONTRACTOR may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for CONTRACTOR'S question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by CONTRACTOR prior to having received the City of Nashua's resolution shall be at CONTRACTOR'S risk and expense. At all times, CONTRACTOR shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. CONTRACTOR is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. **TERMINATION OF CONTRACT**

A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL. The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide CONTRACTOR 10 day's written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Professional CONTRACTOR shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or subcontracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or subcontracts specified in the notice, and revoke agreements specified in the notice.
4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination, abandonment, or suspension at will, CONTRACTOR shall receive all amounts due and not previously paid to CONTRACTOR for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

B. Termination for cause This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to CONTRACTOR in the event of a failure by CONTRACTOR to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner. CONTRACTOR shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. CONTRACTOR may terminate the contract on 10 calendar days written notice if, through no fault of CONTRACTOR, the City of Nashua fails to pay CONTRACTOR for 45 days after the date of approval by the City of Nashua of any Application for Payment.

Upon receipt of notice of termination for cause, CONTRACTOR shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the City of Nashua with a list of all unperformed services.
3. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
4. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
5. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination for cause, CONTRACTOR shall receive all amounts due and not previously paid to CONTRACTOR for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the City of Nashua by reasons of CONTRACTOR'S failure. CONTRACTOR shall not be relieved of liability to the City of Nashua for damages sustained from the failure, and the City of Nashua may withhold any payment to the CONTRACTOR until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the CONTRACTOR must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

If after termination for the failure of CONTRACTOR to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that CONTRACTOR had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City of Nashua shall, if necessary, make an adjustment in the compensation paid to CONTRACTOR such that

CONTRACTOR receives total compensation in the same amount as it would have received in the event of a termination-at-will.

C. General Provisions For Termination Upon termination of the contract, the City of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event CONTRACTOR shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the CONTRACTOR assigned to the performance of the contract.
Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONTRACTOR'S principals, officers, employees, agents, subcontractors, vendors, or suppliers are expressly recognized to be within CONTRACTOR's control.

9. **Dispute resolution** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a CONTRACTOR'S Representative. At all times, CONTRACTOR shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, if requested in writing by either the City of Nashua or the CONTRACTOR within 14 days after the 30 days described above , the parties shall attempt to resolve the dispute by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties, which agreement shall not be unreasonably withheld. If the parties cannot agree to a mediator within 30 days or the dispute cannot be settled within a period of thirty (30) days with the mediator, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

10. **No damages for Delay** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to CONTRACTOR for damages because of hindrances or delays in the progress of the work from any cause, and CONTRACTOR agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

11. **Insurance**
Please see Supplementary Conditions document for insurance provisions.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, CONTRACTOR agrees to indemnify and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or

nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of CONTRACTOR or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Professional CONTRACTOR indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

13. **FISCAL CONTINGENCY** All payments under this contract are contingent upon the availability to the City of Nashua of the necessary funds. This contract shall terminate and the City of Nashua's obligations under it shall be extinguished at the end of any fiscal year in which the City of Nashua fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

    Nothing in this contract shall be construed to provide CONTRACTOR with a right of payment over any other entity. Any funds obligated by the City of Nashua under this contract that are not paid to CONTRACTOR shall automatically revert to the City of Nashua's discretionary control upon the completion, termination, or cancellation of the agreement. The City of Nashua shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to CONTRACTOR. CONTRACTOR shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION** Review by the City of Nashua of CONTRACTOR'S submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City of Nashua. If there is insufficient information, the City of Nashua may require CONTRACTOR to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay CONTRACTOR in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.

15. **COMPLIANCE WITH APPLICABLE LAWS** CONTRACTOR'S Company, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. CONTRACTOR shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall

submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

16. **NONDISCRIMINATION** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, CONTRACTOR agrees to the following terms. CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONTRACTOR agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

    Without limitation of the foregoing, CONTRACTOR'S attention is directed to "Title 41"Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

    CONTRACTOR agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, CONTRACTOR to participate to the extent possible, consistent with their qualification, quality of work, and obligation of CONTRACTOR under this contract.

    In connection with the performance of work under this contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, or sexual orientation. This agreement includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

    CONTRACTOR agrees, if applicable, to insert these provisions in all subcontracts, except for subcontracts for standard commercial supplies or raw materials. Any violation of any applicable provision by CONTRACTOR shall constitute a material breach of the contract.

17. **ENDORSEMENT** CONTRACTOR shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by CONTRACTOR or under its direction as required under the laws of the State of New Hampshire.

18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** CONTRACTOR shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and

provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

19. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of CONTRACTOR related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to CONTRACTOR in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at CONTRACTOR'S expense, by CONTRACTOR to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to CONTRACTOR, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to CONTRACTOR in the performance of its obligations under this contract must be retained by CONTRACTOR for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then CONTRACTOR shall promptly remit and deliver the materials, at CONTRACTOR'S expense, to the City of Nashua. CONTRACTOR shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of CONTRACTOR'S obligations under this contract without the prior written consent of the City of Nashua.

21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** CONTRACTOR expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by CONTRACTOR (including those remitted to the City of Nashua by CONTRACTOR pursuant to paragraph 20), unless designated as confidential by a specific statue of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to CONTRACTOR in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of CONTRACTOR. The City of Nashua shall have the right to reproduce any such materials.

CONTRACTOR expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City of Nashua or any of its officers or employees, in either their official or individual capacity of the City of Nashua, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. CONTRACTOR agrees to indemnify, to defend, and to hold harmless the City of Nashua, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to CONTRACTOR infringes any copyright or that any equipment, material, or process (or any part thereof) specified by CONTRACTOR infringes any patent.

CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing materials, concepts, products, or processes so they become non- infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, CONTRACTOR shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to CONTRACTOR in writing that the whole of the work was completed on the date indicated in the notice or provide CONTRACTOR with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, CONTRACTOR shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.

23. **TAXES** CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. CONTRACTOR hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

24. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.

25. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

26. **PROHIBITED INTERESTS** CONTRACTOR shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or

the proceeds of this contract. CONTRACTOR warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Professional Transportation Management Company. If any such interest comes to the attention of CONTRACTOR at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. CONTRACTOR also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. CONTRACTOR further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

In the event CONTRACTOR (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, City of Nashua may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, CONTRACTOR shall refund to the City of Nashua any profits realized under this contract, and CONTRACTOR shall be liable to the City of Nashua for any costs incurred by the City of Nashua in completing the work described in this contract. At the discretion of the City of Nashua, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

CONTRACTOR warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by CONTRACTOR to any officer or employee of the City of Nashua with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this contract. If City of Nashua determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the City of Nashua under this contract or at law.

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and CONTRACTOR, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and CONTRACTOR.

28. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.

29. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract

shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

30. **Modification of contract and Entire Agreement** This contract constitutes the entire contract between the City of Nashua and CONTRACTOR. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.

31. **Choice of Law and Venue** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

Transportation Services Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Transportation Services Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. These Supplementary Conditions shall supersede General Conditions language where any conflict exists.

1. CONTRACT COMMENCEMENT/NOTICE TO PROCEED

The CONTRACTOR (TransDev) shall be prepared to commence work on October 1st, 2026.

2. SCOPE OF SERVICES

The CITY (CITY of Nashua) does hereby engage and retain the CONTRACTOR to operate its Fixed Route & Paratransit Services (FRP)S, pursuant to this Agreement and per the conditions set forth herein.

The CONTRACTOR shall directly operate the FRPS as defined within the Request for Proposals (RFP).

The CONTRACTOR will ensure the delivery of the highest quality (reliable, safe, on-time, and FTA compliant) FRPS. Such service delivery shall comply with all applicable local, state and federal ordinances, laws and regulations.

Delivery of quality operations/supervisory service by CONTRACTOR shall include employment, supervision, and management of at least the following positions: General Manager, Operations Safety Manager, Transit Clerk to staff the Transit Center, and all dispatchers and operators.

The CONTRACTOR shall ensure that FRPS are not missed due to personnel deficiencies. Operations management shall include, but not necessarily be limited to, adequate personnel to maintain quality service (reliable, safe, on-time, and FTA compliant), on-going training of bus operators and staff, and reporting and adequate supervisory staffing.

3. ROUTING, SERVICE AND FARES

The CITY shall establish routes, schedules, fares and policies for the operation of the FRPS. The CONTRACTOR agrees to make recommendations periodically (or when requested by the CITY) concerning changes in the routes, schedules, fares or policies.

The CITY shall prepare all necessary documentary evidence and, if needed, provide testimony relative to any contemplated change in schedule or classification of fares or in service and routing.

4. KEY LEADERSHIP PERSONNEL CHANGES

The CITY shall be notified immediately in the event of a planned or unanticipated change to the Regional Manager or Vice President overseeing NTS.

5. INSURANCE

From October 1st, 2026 through June 30th, 2027 the CITY shall maintain in full force and effect adequate automobile liability and property damage coverage for the vehicles it owns and that are used by the CONTRACTOR in its operations under this agreement. The CONTRACTOR shall be included as an "additional named insured" on all such policies on a primary and non-contributory basis.

Beginning on July 1st, 2027 , the CONTRACTOR shall maintain its own insurance in accordance with the requirements of the RFP. The CITY, at its sole discretion, may choose to extend this deadline through a formal contract amendment. If the CONTRACTOR is unable to present insurance terms acceptable to the CITY by March 31st, 2027, the CITY reserves the right to terminate the contract immediately and resolicit Requests for Proposals, specifically Bid Alternative #1. From October 1st, 2026 through March 31st, 2026, the CITY and CONTRACTOR shall work to memorialize terms, policies, and procedures for insurance coverage, accident/incident reporting, etc., subject to final approval by the CITY.

The insurance requirements are defined fully within the RFP, as amended by RFP Addenda, but are as follows:

The insurance requirement specified in this section shall apply to Proposer and any subcontractors, suppliers, temporary workers, independent developers, leased employees, or any other persons, firms or corporations that the Proposer authorizes to work under the Agreement (Hereinafter collectively referred to as “Agents”). Proposer is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. The Proposer is also required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover risks; the limit for the commercial general liability insurance in each subcontract shall not be less than $1 million. Such insurance shall remain in full force and effect throughout the term of the Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, the Proposer shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or fulfilling Proposer’s indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Proposer or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Proposer’s insurance be primary without any right of contribution from the City of Nashua. Prior to beginning work under the Agreement, Proposers shall provide the City of Nashua with satisfactory evidence of compliance with the insurance requirement of this section.

Pricing - Contractor Liability Insurance

Proposers shall include a separate line item in the pricing schedule reflecting the cost of providing contractor liability insurance in accordance with the Insurance Requirements of this RFP. The inclusion of this pricing line item does not create any right or expectation that City-provided insurance will be utilized. The City reserves the right, at its sole discretion, to determine whether City-provided insurance may be considered in lieu of contractor-provided liability insurance under limited circumstances. If the City elects to consider such an approach, the City further reserves the right to negotiate pricing adjustments related to insurance and any other affected cost components. Nothing herein shall be construed as a waiver, limitation, or reduction of the contractor's indemnification obligations or responsibility for its acts or omissions.

A. Types of Insurance

<u>Workers' Compensation and Employers' Liability Insurance - Workers' Compensation with Statutory Limits as required by law</u>

  (a) Employer's Liability coverage with minimum limits of $1 million.

  (b) Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

    a. Waiver of Subrogation in the Endorsement Section.

<u>General Liability Insurance</u>

Shall be provided for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least $1 million each occurrence, $2 million aggregate. Such insurance shall cover all of Proposer's operations both at and away from the project site.

  a. The insurance shall include coverage for, but not be limited to:

    a. Premises and operations.
    b. Contractual liability.
    c. Personal injury.
    d. Advertising injury.
    e. Explosion, collapse, and underground coverage
    f. Broad form property coverage.

  b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

    a. Additional Insured.
    b. Cross Liability or Severability of Interests Clause.
    c. Primary and Non-Contributory wording.
    d. Waiver of Subrogation.

<u>Professional Liability of at least $5 million.</u>

  a. The insurance shall include coverage for, but not be limited to:

    a. Punitive damages.
    b. Contractual liability.
    c. Valuable Papers & EDP

  b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

a. The policy shall have a retroactive date that precedes the start of the service.
b. Such Errors and Omissions policy shall be maintained in full force and effect for three years following the completion of services under the Agreement.
c. Waiver of Subrogation

Business Automobile Liability Insurance
Shall be provided for bodily injury and property damage with combined single limit of at least $1 million per occurrence. This insurance shall apply to the maintenance, and operation of all vehicles used in the performance of services under Agreement, including vehicles owned by the City of Nashua and operated by the Proposer. The Proposer’s automobile liability insurance shall be primary for claims arising out of the operations, use, or control of City-owned vehicles by the Proposer, its employees, agents, or subcontractors. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
a. Additional insured, but only with respect to the Proposer’s operations under the Agreement.
b. Primary and Non-Contributory wording.
c. Waiver of Subrogation.

The City of Nashua shall maintain automobile liability insurance for vehicles it owns. Such coverage applies solely to claims arising from the ownership or physical condition of such vehicles and shall not apply to losses arising out of the negligent operation, supervision, training, or conduct of the Proposer or its Agents.

B. Endorsements
Additional Insured - The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the City of Nashua and its directors, officers, employees, volunteers and agents, but only with respect to liability arising out of the Proposer’s operations, acts or omissions under the Agreement.

Waiver of Subrogation - The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the City of Nashua and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

Primary Insurance - The referenced policies and any Excess or Umbrella policies shall indicate that they are primary and non-contributory to any other insurance with respect to liability arising out of the Proposer’s operations, acts, or omissions under the Agreement and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance affected or which may be affected by the City of Nashua.

Severability of Interests or Cross Liability - The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interest Clause and stipulate that inclusion of the City of Nashua as an Additional Insured shall not in any way affect the City of Nashua's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Proposer. Said policy shall protect Proposer and the City of Nashua in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

Evidence of Insurance All Coverages – Prior to commencing work, the Proposer shall provide the City of Nashua with a certificate of insurance evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Proposer's policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the City of Nashua.

Notice of Cancellation – The policies shall provide that the Proposer's policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the City of Nashua.

Acceptable Insurers – All policies will be issued by insurers with a Best's Rating of A-10 or better.

Self-Insurance – Upon evidence of financial capacity satisfactory to the City of Nashua and Proposer's agreement to waive subrogation against the City of Nashua respecting any and all claims that may arise, Proposer's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

Failure to Maintain Insurance – All insurance specified above shall remain in force until all work to be performed is satisfactorily completed and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach in of this Contract.

Occurrence Coverage – Insurance shall be provided on an occurrence basis, except for Professional Liability coverage, which may be provided on a claims-made basis in accordance with the requirements set forth herein. Deductibles and Retentions – The Proposer shall be responsible for payment of any deductible or retention on Proposer's policies without right of contribution from the City of Nashua.

The CONTRACTOR shall within 15 days of the commencement of this agreement provide Certificates of Insurance specifically confirming the coverage indicated above and confirming the status of the CITY as an "additional named insured," and further providing the CITY shall be notified 30 days in advance of the cancelation of any such policy(ies) or any reduction in coverage.

6. TRANSIT CLERK

The CONTRACTOR shall employ a Transit Clerk. The Transit Clerk shall be on site at the Transit Center from 8:00 a.m. until 5.00 p.m. (with one hour for lunch) Monday through Friday. Transit Clerk shall sell CITY inventory which includes but is not limited to passes and/or books of tickets. The Transit Clerk shall also provide customer service to passenger, answer phones and questions related to the bus schedules or to take paratransit reservations.

The CITY will provide a computer, office phone (long distance included), sales inventory and ticket counter office. The CITY will also supply office equipment associated with the dispatching and call center functions of the operation. This will include radios, paratransit software and fixed route software, GPS capabilities, phones and recording software.

7. GENERAL MANAGER/MANAGEMENT PERSONNEL

Management Personnel, including but not limited to the General Manager, be approved by the Community Development Division Director upon recommendation of the CITY's Transit Administrator. The General Manager/Management Personnel will be an employee of CONTRACTOR and CONTRACTOR's fee will include the salary and related expenses of the Management Personnel. The CITY shall have the right to request the removal and approval of any Management Personnel. The CITY's Transit Administrator shall review all services rendered by the General Manager/Management Personnel. The CONTRACTOR, through the General Manager, shall from time to time, or at the request of the CITY, make recommendations to the CITY regarding FRPS fare structure, service levels, route planning, service modifications, extensions or retractions, organization, administration, personnel level and assignments, major service improvements, and other matters related to transit operations and policies.

The General Manager will assist, prepare, and/or submit assorted Federal, State, or locally required documents, including but not limited to, Triennial Review, TIP Capital Plans, permits, audits, etc. Notwithstanding the above, CONTRACTOR shall not be responsible for filing any state, federal or local regulatory reports on behalf of the CITY.

The CITY can withdraw approval of the General Manager or other Management Personnel at any time. The CONTRACTOR will have ninety (90) days from the receipt of the notice of 'Withdrawal of Approval" of the General Manager/Management Personnel, to furnish a qualified successor General Manager/Management Personnel acceptable to the CITY. Failure of the CONTRACTOR to provide a qualified replacement will constitute a default.

No Management Personnel position shall remain vacant for more than fourteen (14) consecutive calendar days. If necessary, the CONTRACTOR shall temporarily staff until permanent replacement is found. Any staff temporarily filling a vacant position shall be 'backfilled' with an additional person for the duration of the vacancy. A temporary individual shall meet all the minimum qualifications required of the permanent position. As soon as possible, resumes and qualifications of all proposed candidates shall be submitted for review, and the CITY shall have the opportunity to conduct interviews locally. All expenses related to this process shall be the responsibility of the CONTRACTOR.

The General Manager/Management Personnel shall conduct the day-to-day operations of the FRPS, including but not limited to matters relating to labor relations, delivery of transportation services, safety & security and road supervision. The CITY shall provide an on-site office for the General Manager and an office for the Operations Safety Manager at the Nashua Transit Administration building located at 11 Riverside Street.

The CITY will not reimburse the General Manager/Management Personnel for use of their automobile unless such use is specifically requested and required by the CITY outside of the CITY'S service area. The CITY will not have a vehicle available for the General Manager's personal use. In the rare exception that the General Manager is reimbursed for personal vehicle use, that rate will not exceed the current mileage reimbursement rate permitted by the US Internal Revenue Service.

8. DISPATCH

The CITY will provide a dispatch office space, computer, office phone (long distance included) and dispatch cell phone. The CITY will also supply office equipment associated with the dispatching functions of the operation. This will include radios, paratransit software and fixed route software, GPS capabilities.

9. OTHER PERSONNEL

The CONTRACTOR shall also employ during the terms of this Agreement various other personnel, as reasonably required for the operation of the FRPS. The cost and compensation payable to all personnel shall be the obligation of the CONTRACTOR as an operating expense of the FRPS.

CONTRACTOR shall be responsible for hiring and discharging personnel employed by CONTRACTOR to perform its obligations hereunder; provided, however, that CITY shall have the right to request CONTRACTOR to remove from service to the CITY any employee who, in CITY's sole discretion, is deemed unsuitable for the performance of transportation services for CITY; and provided, further, that CITY shall make such request in writing, state the reasons therefore, and that such request does not violate applicable local, state and federal laws and regulations.

10. ADMINISTRATIVE VACANCIES

If an administrative position is vacant for a period of longer than 30 days, the CITY's Fixed Rate will be reduced by 10% per vacant position until the position is filled and individual working, unless the vacancy is approved by the CITY. If an interim individual is placed into an administrative position, the position shall not be considered vacant provided that the individual is formally named as the interim and that their previous position is occupied.

11. ACCESS TO RECORDS

CONTRACTOR shall provide access to records as they pertain to Regulatory Compliance including but not limited to training and retraining, DOT card expiration, accidents and incidents under this contract.

12. REGULAR MEETINGS

The CITY will conduct Project Meetings with the CONTRACTOR throughout the contract period to enable orderly review of the progress of the service and provide for a systematic discussion of issues or problems.

Meetings may be held onsite, at a Nashua Transit System, or by Zoom at the option of the CITY. The persons designated by the CONTRACTOR to participate in these meetings shall have the authority required to commit the CONTRACTOR to solutions agreed upon at Project Meetings.

It is anticipated that project meetings will be held weekly to discuss at a minimum service coverage and staffing status for the upcoming two (2) weeks, training, weekly reporting, accidents, incidents, complaints, technology reports.

13. REPORTING REQUIREMENTS

The following reporting shall be provided to the CITY. The CITY and CONTRACTOR agree to identify the reporting format that best provides the following data/information. The CITY reserves the right to add, change or remove reporting requirements.

a. **Immediate Reporting:** To ensure prompt response, accurate documentation and compliance with workplace safety requirements, the CONTRACTOR Immediately must report any detours, accidents, software issues that may impact service, incidents (slips, trips or falls) regardless of severity, passenger refusal of service and "No Trespass orders" regarding Passenger Suspension, missed trips/late starts (in advance when possible).

Timing:	Within 15 minutes of accident/incident
Method:	Reports should be made verbally by phone or in person to the Transit Administrator or designee.

b. **Daily Reporting:** To ensure prompt response and accurate documentation the CONTRACTOR must:

   a. Document any accident, slip, trip or fall regardless of severity, No Trespass/Passenger Removal or Suspension, complaints and incidents, fixed route and paratransit on time performance, detours, software outages and issues including operator manifests documenting missed ridership, missed trips/partial routes, late starts, early trips, no show and cancellations, vehicle mileage, vehicle damage, vehicle swaps including reason for vehicle swaps, security issues, safety issues.

Timing: Completed by the end of each shift
Method: Documented on the Dispatch log

b. Document and report missing Transit Center sales transactions, inventory or cash drawer money.

Timing: Completed by end of each Transit Center operating day
Method: Documented on the Dispatch log and emailed to Transportation Administrator or designee.

c. Document on any missed routes, trips, or late starts

Timing: Completed by end of each shift
Method: Documented on the Dispatch log and emailed to Transportation Administrator or designee.

i. **Weekly Reporting**
The following reports shall be provided on a weekly basis:
A. Prior and upcoming week staffing plan including any vacant positions, new hires, classroom training, temporary assignments, and road training and cadetting, possible service reductions.
B. Previous Accidents, Incidents, and Complaints Status and Resolution
C. Safety Topics and Safety Meeting Dates
D. Review of Prior Week Compliance Reporting and Planned Compliance Reviews
E. Road Supervision
   I. Road Supervision shall be provided both via technology, on-board and on the road.
   II. Road Supervision shall be performed on a weekend at least one (1) day per month.
   III. A weekly Road Supervision report summary shall be provided to the CITY.
   IV. Road Supervision shall include, but not be limited to the following areas of compliance:
      i. General Driving (e.g. - maneuvers, lane spacing, stop pullups, lane spacing, turn signals, braking)
      ii. ADA Compliance
      iii. Service Animals
      iv. Announcing Fixed Route ADA Bus Stops/Major Intersections

v. Early Arrival of ADA Complementary Paratransit Rides
vi. Ramp Deployment
vii. Passenger Assistance
viii. Reasonable Accommodation for Passengers
1. ADA
2. Mobility Device /Scooter/Wheelchair Securement
ix. Title VI Compliance (LEP/Non-Discrimination)
x. Missed Trips
xi. Excessive Trip Length for ADA Paratransit Trips
xii. Early Departure of Fixed Route Timepoints
xiii. On Time Performance
xiv. Handling of Customer Complaints

F. LYTX Reports and Compliance
G. Reconcile Transit Center inventory, daily sales, and cash drawer balance
H. Operating Hours – approved daily worksheet for previous days

c. **Monthly Reporting**
i. The following reports shall be provided on a monthly basis:
A. Contractor Performance Requirement Reporting by the 3rd day of the month to the CITY
B. Submit the completed Billing Hours by the 3rd day of the following month to the CITY
C. Submit the Transit Contracting Invoice by the 10th day of the following month to the CITY

d. **PTASP Meetings:**
Transdev drivers/front line staff and Safety Manger to attend the PTASP meetings, Safety Manager is one of the Safety Officers in the PTASP, Share trends and information regarding the PTASP to the CONTRACTORs employees.

e. **Staff Meetings:**
Transdev Management Staff to attend NTS Staff meetings to provide updates and respond to questions from the CITY.

14. CONTRACTOR PERFORMANCE REQUIREMENTS

The CONTRACTOR shall be responsible for providing all performance management functions required within the RFP. The CITY will review several measurement methods to evaluate the contract performance including metrics and KPI's to effectively monitor the quality of service. The CITY reserves the right to modify, add or remove the performance measures as defined in the table below on an as needed basis. CONTRACTOR shall deliver policies and procedures relative to the following performance measures in accordance with the timing below. CITY to review and approve the policies and procedures.

In the event of a lack of compliance as determined by the CITY, the CITY will provide a notice in writing to the CONTRACTOR. The CONTRACTOR is required to submit a response to the CITY within 5 business days which includes a corrective action plan. The corrective action plan shall be reviewed and approved by the CITY prior to implementation. The CITY reserves the right to modify any of the following requirements on a case-by-case basis. Such modification shall be approved by the CITY in writing.

The following measures shall be utilized to determine contract performance and compliance. Corrective actions relative to these measures are defined below.

Performance Measurement Goal	**Performance Measurement**	**Performance Measurement Metric**	**Key Performance Indicator (KPI)**	**NTS Oversight Method/ Frequency**	**Contractor Corrective Action to Achieve Performance Metric**	**Policy and Procedure Development and Implementation Timing**
ADA Paratransit Bus is on time.	ADA Paratransit Bus arrives within the 30 minute pick up window	95% or better arrivals are within the 30 minute pick up window	Number of ADA Paratransit arrivals within the 30 minute pick up window divided by all ADA Paratransit pick ups.	Review service monitoring report monthly.	Arrival times are near or above the 95%.	▪ 15 Days from Contract Effective Date to Develop ▪ 30 Days from Contract Effective Date to Implement
ADA paratransit phone call metrics and standards within compliance	ADA prohibits capacity constraints that limit service availability, and long telephone holds.	No more than 5% abandoned calls, maximum hold time is 35 seconds, average hold time 30 seconds, trip request completion 100%	100% of phone calls received / abandoned calls, 100% of phone calls received / complaint, 100% of hold time is 30 seconds or less.	Review and document the telephone system reports, calls and complaints.	Corrective Action Plan from the CONTRACTOR.	▪ 15 Days from Contract Effective Date to Develop ▪ 30 Days from Contract Effective Date to Implement

Civil Rights - Unlimited Fixed Route and Demand Response transportation service for Service Animals	Per 49 C.F.R. Section 37.3, operators must allow any animal individually trained to work or perform tasks for a person with a disability (including guide dogs, signal dogs, and mobility-assistance animals) at no extra cost.	0% denial of Service Animals that perform a task and are in the control of the handler.	CONTRACTOR will Monitor drivers while on the road and track service animal trip denials on the complaint log.	CITY will review the number of service animal denials with the CONTRACTOR weekly.	Corrective Action Plan from the CONTRACTOR.	▪ 15 Days from Contract Effective Date to Develop ▪ 30 Days from Contract Effective Date to Implement
Civil Rights compliance	Provide quality transportation service to persons with limited English proficiency and persons with disabilities	Zero capacity constraints	Complaints, on board compliance (NTS) and road supervision reports.	Review and document complaints, on board compliance and road supervision reports.	Corrective Action Plan from the CONTRACTOR.	▪ 15 Days from Contract Effective Date to Develop ▪ 30 Days from Contract Effective Date to Implement
Demand Response pull out for scheduled service.	Provide 98% service pull out on time.	Provide 98% service pull out within 5 minutes of scheduled time.	% of pull outs 6 minutes or more than scheduled pull out time.	Review Metrics and KPI's with contractor monthly	Provide a reason for missed trip and solution to achieve 98% pull out in the future.	▪ 15 Days from Contract Effective Date to Develop ▪ 30 Days from Contract Effective Date to Implement
Fixed Route - Provide fully accessible, equitable transportation	Fixed Route Bus operators must announce major intersections, transfer points alerts, and requested stops via working Automated Voice Annunciators (AVA) or explicit manual announcements.	100% of the drivers of vehicles that do not have a working Voice Automated AVA must announce major intersections, transfer points alerts, and requested stops.	CONTRACTOR will Monitor drivers while on the road and track trip denials on the complaint log.	CITY will review the weekly road supervision and complaint log with the CONTRACTOR	Corrective Action Plan from the CONTRACTOR.	▪ 15 Days from Contract Effective Date to Develop ▪ 30 Days from Contract Effective Date to Implement

Fixed Route on time performance at all fixed route timepoints.	Bus departs the route timepoints at or after the scheduled time. Bus must not leave the timepoint earlier than the timepoint schedule.	100% departure after the timepoint time not before.	No early departures from a timepoint divided by all timepoint departures.	Review Metrics and KPI's with contractor monthly	Departure times are below 100% on time.	▪ 15 Days from Contract Effective Date to Develop ▪ 30 Days from Contract Effective Date to Implement
Fixed Route on-time performance at the Transit Center.	Bus departs the Transit Center at the scheduled departure time. Not earlier than scheduled departure time. (Transit Center is a Timepoint)	90% departures at the scheduled time, not earlier than departure time and not more than 5 minutes past the scheduled departure time.	No of departures on time departures divided by all departures	Review Metrics and KPI's with contractor monthly	Departure times are near or below 90% on time.	▪ 15 Days from Contract Effective Date to Develop ▪ 30 Days from Contract Effective Date to Implement
Fixed route pull out for scheduled service.	Provide 98% service pull out as scheduled	Provide 98% service pull out within 5 minutes of scheduled time.	98% of fixed route response service	Review Metrics and KPI's with contractor monthly	Provide a reason for missed routes and corrective action solution to achieve 98% pull out in the future.	▪ 15 Days from Contract Effective Date to Develop ▪ 30 Days from Contract Effective Date to Implement
FMCSA Compliance	Licensing, safety and vehicle operations and training	100% compliance	Pre-trip, post-trip, license, ELDT training, vehicle operations, DOT medical card, Road Supervision, LYTX monitoring.	Monitor CONTRACTOR reporting, files and complaints.	Corrective Action Plan from the CONTRACTOR.	▪ 15 Days from Contract Effective Date to Develop ▪ 30 Days from Contract Effective Date to Implement
FTA and NTD Compliance	Compliance In all areas of Safety, vehicle operations, service and training	100% compliance in all areas of Safety, vehicle operations and training	Drug and Alcohol, PTASP, Triennial Review, vehicle operations, documentation, safety dispatch log, accident, injury, complaint and incident reporting.	Monitor CONTRACTOR reporting, dispatch log, files and complaints weekly.	Corrective Action Plan from the CONTRACTOR.	▪ 45 Days from Contract Effective Date to Develop ▪ 60 Days from Contract Effective Date to Implement

PTASP and Safety Event - Risk Reduction:	The number of PTASP Safety events are at or below the annual PTASP targets and other safety event trends.	PTASP and Safety events are at or below the annual safety targets.	NTD Safety events are at or below the annual safety targets.	Review Safety Targets with Safety Committee every 6 months or sooner as needed.	Implement Safety Management Systems	▪ 30 Days from Contract Effective Date to Develop Processes for the Risk Reduction Program using the PTASP Risk Matrix
PTASP Annual Safety Targets	The number of PTASP Safety events are at or below the annual safety targets.	The number of PTASP Safety events are at or below the annual safety targets.	Use the 3 prior years of actual Safety Target data to calculate the Safety Target for the next year.	Participate in PTASP Safety Committee to approve the PTASP Plan.	Implement Safety Management Systems for Safety Trends, risk mitigation and risk reduction to lower the number of PTASP Safety events.	▪ 30 days from Contract Effective to Develop a procedure for designating frontline and supervisor PTASP Committee members and a process filling vacant positions.
Transit Center Sales and reporting	Accurate sales, reconciliation of cash drawer and inventory.	100% accurate sales log, receipt book, reconciliation of sales, inventory and cash drawer.	100% accurate reconciliation of sales, inventory and cash drawer daily.	Reconcile Transit Center Sales for deposit and inventory for accuracy.	Corrective Action Plan from the CONTRACTOR.	▪ 10 Days from Contract Effective to Train/Retrain existing Transit Center team on procedures.

15. CDL LICENSURE AND TRAINING REQUIREMENTS

a. CDL's will be required as follows for approved positions, unless approved by the City in writing
   i. Dispatchers/Operations Supervisor/Road Supervisor – CDL-B with Passenger Endorsement and no Air Brake Restriction Required. In the event that non-CDL individuals are approved as dispatchers, those individuals are expected to be able to operate non-CDL vehicles.
   ii. General Manager – CDL-B with Passenger Endorsement and no Air Brake Restriction preferred.
   iii. Safety Manager – CDL-B with Passenger Endorsement and no Air Brake Restriction Required
   iv. Drivers/Operators
      A. CDL-B with Passenger Endorsement and no Air Brake Restriction Required
      B. 2 Temporary Non-CDL's Permitted with the exception of off-location support services
      C. Temporary Non-CDL's are required to obtain a CDL-B with

Passenger Endorsement, no air brake restriction, trained to drive, and cadeted within 180 days of hire unless an extension is approved by the CITY.

D. Temporary Non-CDL Drivers shall be deployed on paratransit service.

E. CDL Drivers shall perform fixed-route service with buses.

F. CDL Drivers shall be trained to perform fixed-route service within 30 days of hiring.

b. CDL drivers shall be assigned to perform Fixed Route service unless otherwise approved in writing by the CITY.

c. Any CDL driver that uses a non-CDL vehicle to operate Fixed Route service shall be paid the non-CDL variable rate unless otherwise approved in writing by the CITY.

d. All non-driving and driving positions shall be trained on all applicable demand-response and fixed route software and procedures within 30 days of hiring.

16. WORK HOURS

Normal working hours shall be from 5:00 AM – 11:00 PM Monday through Friday and 8:00 AM – 11:00 PM on Saturday. No Sunday, holiday, or night work will be allowed without written approval of the CITY. Exceptions shall be allowed when providing service for Emergency assistance.

NTS Holiday Closure list:
New Year’s Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Requests for building access beyond those hours or days normally allowed on weekdays and Saturday shall be made by the CONTRACTOR in writing at least 72 hours in advance. CONTRACTOR should not assume requests for building access beyond the hours and days normally allowed will be approved. Requests will be considered on a case by case basis.

17. TRAINING VEHICLE

The CONTRACTOR shall submit a request to use a bus or van for training purposes at least 24 hours in advance for use at any location, including the Crown Street parking lot.

18. SERVICE EXPANSION

In the event of service expansion, the CITY and the CONTRACTOR will both agree on the hourly rate listed above per applicable year, the total vehicle miles and all other costs associated with new route(s).

19. EMERGENCY SERVICE

In the event the CITY, in its sole discretion, declares an emergency need for transit services, the CITY will pay the CONTRACTOR at a rate of one-and-a-half times (1.5 x) the variable hourly rate the CONTRACTOR incurs while operating the service for the emergency. The hourly costs will be calculated as an accumulation of all hours, for all employees required to work, during the duration of emergency operations outside their regularly scheduled Nashua Transit System hours of operations.

20. FTA CLAUSE APPLICABILITY

In the event of a conflict between applicable FTA Clauses and any term of this or any exhibits, federal clauses shall supersede any contract terms.

21. CITY/CONTRACTOR RESPONSIBILITIES

The CITY and CONTRACTOR responsibilities shall be those defined within the Request for Proposals unless superseded by the Contract or these Supplementary Conditions.

22. DRESS CODE/UNIFORMS

e. It is the responsibility of the CONTRACTOR to provide a copy of the following Dress Code to employees upon hiring.

f. It shall further be the CONTRACTOR'S responsibility to enforce the provisions of the Dress Code for all CONTRACTOR employees, as applicable to their position.

g. It is the responsibility of the CONTRACTOR to provide uniforms for all employees working in the FRPS. The CITY will approve the uniform design, including any patches or logos.

h. The uniform requirements listed below apply to CONTRACTOR employees performing duties that provide passenger-facing service in person to passengers or customers (Vehicle Operators, Ticket Counter Clerk, Supervisor or Manager that is scheduled to operate a vehicle or work at the Transit Center).

- **i.** City approved Work Pants / Dress Pants
- **ii.** City approved Work Shirt (short or long sleeve)
- **iii.** City approved Fleece Jacket
- **iv.** City approved Winter Jacket
- **v.** City approved Work Shorts (knee length)
- **vi.** Non-slip black shoes or boots
- **vii.** Shirts worn under the uniform shirt must be a solid color with no visible logos
- **viii.** City approved seasonally appropriate hats, navy blue, white, or black issued by the CONTRACTOR or with the NTS logo may be worn with

the uniform. Additionally, solid color blank hats may be worn if navy blue, white, or black in color.

- **i.** The General Manager, Supervisors (including training staff), new hires (until uniform is provided),, and Dispatch staff must wear professional business attire appropriate for an office environment.
- **j.** The CONTRACTOR may request one or more casual days in writing to the Transit Administrator subject to approval of the CITY. The approved dress for casual days shall be approved by the Transit Administrator.
- **k.** In addition to the language above, the CITY requires the following conditions in-regards to the appearance of all of the employees;
  - **i.** All employee uniforms shall be clean, pressed, tucked in and well fitting.
  - **ii.** Uniforms with any signs of staining, fading, fraying and thinning of fabric must be replaced immediately at the expense of the CONTRACTOR.
  - **iii.** All employees of the CONTRACTOR shall wear their CITY provided badge (with employee picture) during the full duration of their shift.

The CITY reserves the right to request that tattoos or scarification are covered.

<u>23.</u> <u>EMPLOYER STATUS</u>

The CONTRACTOR is the employer for all employees necessary for the efficient and economical operation of the FRPS and to meet CONTRACTOR'S obligations hereunder and shall assume all labor and other employee contractual obligations directly related to the operation of the transit service and CONTRACTOR'S obligations hereunder. The CONTRACTOR shall negotiate all collective bargaining agreements. The CITY shall be consulted and advised on the collective bargaining agreement. Any amendments, modifications, changes, extensions, or renewals of collective bargaining agreements or other employee agreements as may be hereafter entered into by the CONTRACTOR and/or the General Manager shall be communicated to the CITY in writing within seven (7) days.

The parties agree that CONTRACTOR shall have the status of and shall perform all work under this contract as an independent CONTRACTOR, maintaining control over all its employees, consultants, sub consultants, CONTRACTORs, or subcontractors. The only contractual relationship created by this contract is between the CITY and CONTRACTOR, and nothing in this contract shall create any contractual relationship between the CITY and CONTRACTOR'S employees, consultants, sub consultants, CONTRACTORs, or subcontractors. The parties also agree that CONTRACTOR is not a CITY employee.

<u>24.</u> <u>LABOR PROVISIONS</u>

The requirements contained in 29 C.F.R. § 5.5 (b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in29C.F.R. §5 . 1. The CONTRACTOR shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all personnel working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the CONTRACTOR for inspection, copying, or transcription by authorized representatives of the FTA, the U.S. D.O.T., the Department of Labor or the CITY, and the CONTRACTOR will permit such representatives to interview employees during working hours on the job.

25. TRANSIT EMPLOYEE PROTECTIVE PROVISIONS

The CONTRACTOR agrees to comply with applicable transit employee protective requirements as follows:

The CONTRACTOR agrees to carry out the transit operations work required or incidental to performance under this Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on this Agreement. The CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (a), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C.§ 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C.§ 5311 . Alternate provisions for those projects are set forth in subsections (b) and (c) of this section.

If the services provided under this Agreement involve transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. $ 5310(a)(2) and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements 0f 49U.S.C.$ 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed, the CONTRACTOR agrees to carry out the work in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. 55333(b). U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter. Copies of any DOL letter shall be given to the CITY.

The CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

CONTRACTOR agrees to include the any applicable requirements of this section in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

26. DRUG AND ALCOHOL POLICY

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655. To certify compliance, the CITY shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The CONTRACTOR must work jointly with the CITY to submit annual Drug and Alcohol MIS reports to the Federal Transit Administration.

27. PRIVACY

The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C.§ 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply lo those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

28. MATERIALS. EQUIPMENT AND FACILITIES

The CITY shall provide and furnish two offices, driver's room and lockers for the operators.

The CONTRACTOR shall operate the equipment provided in conformance with all safety requirements of the State of New Hampshire Motor Vehicles Safety Standards, to provide the level of service as specified by the CITY. The CITY shall be provided with the original Pre/Post trips documentation on a daily basis.

To the extent required by applicable federal laws, state statutes and local ordinances, the CITY shall be responsible for and secure all local, state, and federal franchises, permits, licenses, or operating rights as may be necessary for the CONTRACTOR to operate the CITY'S service.

29. CONTROL OF SERVICE

The CONTRACTOR shall be responsible for the day-to-day operation of the FRPS. The CONTRACTOR shall advise the CITY of matters of importance concerning operation of FRPS and make recommendations when appropriate. Routing, scheduling, fares, and policies governing the FRPS are under the purview of the CITY. The CITY will be responsible for directing any service cancellation due to inclement weather.

The CONTRACTOR is associated with the CITY only for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted services pursuant to this Agreement, CONTRACTOR is and shall be an independent CONTRACTOR. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the CITY whatsoever with respect to the indebtedness, liabilities, and obligations of CONTRACTOR or any other party.

30. CHARTER

The CONTRACTOR agrees to comply with 49 U.S.C. 5323{d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

31. SCHOOL BUS

The CONTRACTOR may not engage in school bus operations, utilizing equipment or facilities of the CITY, exclusively for the transportation of students or school personnel in competition with private school bus operators, except as provided in Section 3(g) of the Federal Transit Act, as amended, 49 U.S.C. app. $ 1602(g), and FTA regulations "School Bus Operations," 49 C.F.R. Part 605, and any amendments thereto that may be issued.

32. RECORDS

Where the CITY is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(), the CONTRACTOR agrees to provide the CITY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO

CONTRACTOR access to CONTRACTOR'S records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311 .

The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until the CITY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The CITY shall require copies of all of the records of the CONTRACTOR'S employees to include but not limited to driver's license, driver's record, DOT physicals and requirements, training records, certified background report, certified drug & alcohol report and any other paperwork that pertains to the operating of the CITY'S FRPS. The CITY shall have the right of access to and inspection of the records during this agreement.

All operators must have annual DOT physicals. The CONTRACTOR shall provide an annual report that states the operators did have their annual physicals.

33. EMPLOYER FIDELITY BOND

The CONTRACTOR shall maintain a fidelity bond protecting the CITY from theft or other losses covering its General Manager and other employees directly involved in the FRPS at such levels and deductibles as directed by the CITY. The CONTRACTOR shall provide copies of such documentation to the CITY.

34. WAIVERS OF SUBROGATION.

The CITY and the CONTRACTOR mutually agree to waive all rights of subrogation against each other and any of their respective CONTRACTORs and subcontractors, agents and employees, for any and all claims, demands, suits or occurrences of any kind, including without limitation for bodily injury or property damage.

35. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the CITY and the CONTRACTOR and no oral agreement, promise, statement or representation, which is not herein contained, shall be binding upon the CITY or the CONTRACTOR. All amendments to this Agreement shall be in writing and executed by both parties.

36. CONTINUING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the CITY. The CONTRACTOR shall not assign this contract or any rights hereto, without the prior written consent of the CITY.

37. SEVERABILITY

If any provision of this Agreement is or becomes void or unenforceable by law, the other provisions shall remain valid and enforceable.

38. TERMINATION

Termination for Default, Breach or Cause: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract. CITY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by CITY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood. events which are not the fault of or are beyond the control of the CONTRACTOR, CITY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure

CITY, shall, in the case of a termination for breach or default, allow the CONTRACTOR (10) ten days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If CONTRACTOR fails to remedy to CITY'S satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from CITY setting forth the nature of said breach or default, CITY shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude CITY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

WAIVER OF REMEDIES FOR ANY BREACH: In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant. term or condition of this Contract, such waiver by CITY shall not limit CITY'S remedies for any succeeding breach of that or of any other term, covenant, or condition of this

Contract.

39. TERMINATION FOR CONVENIENCE

(Cost-Tvpe Contracts): Either party may terminate this contract, or any portion of it, by serving a 120 day written notice or termination on the other party. If the termination is for the convenience of CITY, the CONTRACTOR shall be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

CONTRACTOR may, upon the giving of ninety (90) days advance notice, terminate this Agreement if the CITY fails to cure a default within thirty (30) days of written notice of such default given by the CONTRACTOR. If more than thirty (30) days is required to cure such default, a reasonable period of time shall be permitted, provided both parties agree in writing as to the time period to be substituted. Default as used herein means failure to comply and fulfill material terms, obligations and conditions of this Agreement.

40. CAPTION

The caption headings of each paragraph hereof are intended for ease of reference only and do not constitute part of this Agreement. Likewise, the captions shall not be deemed to indicate the intentions of the parties hereto.

41. WAIVER

The failure to enforce at any time any of the provisions of this Agreement and to require at any time performance of any party of any of the provision hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement, or any part hereof, or the right of each party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

42. RESOLUTION OF DISPUTES. BREACHES AND OTHER LITIGATION

The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation may be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose pursuant to this Agreement. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.

43. PERFORMANCE DURING DISPUTE

Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this Agreement while matters in dispute are being resolved.

44. CLAIMS FOR DAMAGES

Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of his or her employees, agents or others for whose acts he or she is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

45. RIGHTS AND REMEDIES

The duties and obligations imposed by the Agreement and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by CITY or the CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

46. FUNDING AVAILABILITY/SERVICE REDUCTION

This contract shall be conditional upon funding availability. In the event that funding is no longer available or is reduced, the CITY reserves its right to modify service hours or contractor scope as needed.

47. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

48. LOCATION GUIDE

The CONTRACTOR shall update the Location Guide within 60 days of the effective date of this contract.

49. AUDIT PARTICIPATION

The CONTRACTOR shall provide documentation of compliance with 49 CFR Chapter 53 (5307 and 5310) Code of Federal Regulations which focuses on public transportation programs, providing the legal framework for federal assistance, safety oversight, and operational requirements for transit systems. This information may be found in the annual FTA Master Agreement and the annual Contractors Manual for Triennial Reviews which requires NTS to perform contractor's oversight. This documentation shall be provided as part of the Triennial Review process and on an as needed basis as required by the CITY or other reviewers. The CONTRACTOR shall provide other audit documentation as may be required as part of other audit processes by NHDOT, NHDHHS, and others.

APPOINTMENTS BY THE MAYOR

September 22, 2026

Homeless Services GAP Analysis Committee

Jane Goodman (new appointment)
2 Quincy Street
Nashua, NH 03060

LaTonya Muccioli (new appointment)
3 Crown Street
Nashua, NH 03060

Tonia Knisly (new appointment)
Nashua, NH

I respectfully request that these appointments be confirmed.
Jim Donchess, Mayor

R-26-058

RESOLUTION

ESTABLISHING THE USE OF FUND BALANCE FOR TAX RATE

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that pursuant to NRO §5-135, B, $6,000,000 of the unassigned general fund balance shall be applied to the Calendar Year 2026 (Fiscal Year 2027) Tax Rate. With approval of this action, unassigned fund balance remains at or above the five percent (5%) minimum as recommended by Department of Revenue Administration and the ten percent (10%) minimum as established by NRO §5-136, A.

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-058

PURPOSE: Establishing the use of fund balance for tax rate

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT:

FISCAL NOTE: This resolution would apply $6,000,000 of unassigned general fund balance to the FY27 tax rate. This amount is from fund balance consisting of anticipated surplus in the FY26 operating budget.

ANALYSIS

This resolution applies $6,000,000 of the unassigned general fund balance to the Calendar Year 2026 (Fiscal Year 2027) Tax Rate. With approval of this action, unassigned fund balance remains at or above the five percent (5%) minimum as recommended by Department of Revenue Administration and the ten percent (10%) as established by NRO §5-136, C.

Per NRO §5-135, B, in order to use unassigned general fund balance to reduce the tax rate, this resolution must be approved on or before the board's second meeting in September (September 22, 2026) "by 10 members of the Board of Aldermen."

Approved as to account Structure, numbers, and amount: **Financial Services Division**

By: */s/Dawn K. Enwright*

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

By: Dorothy Clarke

Date: 11 September 2026

R-26-059

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO BORROW AN AMOUNT NOT TO EXCEED THREE MILLION DOLLARS ($3,000,000) THROUGH THE ISSUANCE OF BONDS AND/OR A LOAN THROUGH THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES STATE REVOLVING LOAN FUND FOR THE WASTEWATER TREATMENT PLANT PHASE 1 UPGRADES PROJECT

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua are hereby authorized to borrow up to Three Million Dollars ($3,000,000) through the issuance of bonds of the City under the Municipal Finance Act and/or a low interest loan program offered through the State of New Hampshire Department of Environmental Services, identified as the State Revolving Loan Fund. The proceeds of said bonds or loans shall be used to fund the Wastewater Treatment Plant Phase 1 Upgrades Project. The useful life of the project shall be 20 years.

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

If a bond is issued:

While the bonds shall be general obligations of the City of Nashua, payable as to principal and interest from ad valorem taxes, which will be levied without limitation as to rate or amount on all taxable property within the territorial limits of the City of Nashua, it is the intent of the City that the principal and interest on any such bonds shall be paid for by revenues received by the Wastewater Enterprise Fund.

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

The bonds are to be issued in fully-registered form by means of a book-entry system or otherwise and shall have such terms and conditions and be in such form, subject to the provisions of this resolution and applicable law, as shall be determined by the Mayor and the City Treasurer.

If a loan is obtained:

The Mayor of the City of Nashua is hereby authorized on behalf the City of Nashua to file an application for a loan to be made in accordance with New Hampshire RSA 486:14 and Code of Administrative Rules Chapter Env-Wq 500. If such loan is made the City of Nashua agrees to repay the loan as stipulated in the loan agreement.

The Treasurer for the City of Nashua is hereby designated as authorized representative of the City of Nashua for the purpose of furnishing such information, data and documents pertaining to the City of Nashua for the loan as may be required, and otherwise to act as the authorized representative of the City of Nashua in connection with this application and take such other actions as may be necessary to enable the City of Nashua to qualify for the loan.

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

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-059

PURPOSE: **Authorizing the Mayor and City Treasurer to borrow an amount not to exceed Three Million Dollars ($3,000,000) through the issuance of bonds and/or a loan through the New Hampshire Department of Environmental Services State Revolving Loan Fund for the Wastewater Treatment Plant Phase 1 Upgrades Project**

ENDORSERS: **Mayor Jim Donchess**

COMMITTEE ASSIGNMENT: **Budget Review Committee**
Board of Public Works

FISCAL NOTE: In order to take advantage of the lowest interest rate possible, the Treasurer will determine the financing vehicle subsequent to the need for the funds. The bond would be sold in FY27 for 20 years. It is estimated that the interest rate will be approximately 4% and the total cost of the bond over the 20 years will be $4,260,000 including interest. The approximate yearly cost would be $213,000.

ANALYSIS

This resolution authorizes the City to either issue and sell general obligation bonds of the City or borrow from the State of New Hampshire Revolving Loan Fund an amount not to exceed $3,000,000. The proceeds of these bonds or loans shall be used for the Wastewater Treatment Plant Phase 1 Upgrades Project. This project is in the FY2027 Capital Improvements Program. This project has also been funded by R-24-073 ($4,192,000) and R-25-188 ($6,192,000).

As this legislation is an authorization to borrow money, this resolution requires a "duly advertised public hearing" pursuant to Nashua City Charter §54-a. NH RSA 33:9 requires a 2/3 vote of all the members for the issuance of bonds. This appropriation was included in the FY2027 Wastewater Capital Improvements budget.

This legislation should be referred to the Board of Public Works for its review and approval.

Approved as to account structure, numbers and amount: **Financial Services Division**

By: Dawn K. Enfort

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

By: Donchu Clarke

Date: 11 September 2026

R-26-060

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED FOUR MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($4,275,000) FOR THE CITY'S SEWER INFRASTRUCTURE IMPROVEMENT AND SEWER AND DRAIN CASTING REPLACEMENT PROGRAMS

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that the Mayor of the City of Nashua and the City Treasurer are hereby authorized to issue and sell general obligation bonds of the City in an aggregate principal not to exceed four million two hundred seventy-five thousand dollars ($4,275,000). The proceeds of said bonds shall be used for the Sewer Infrastructure Improvement Program and the Sewer and Drain Casting Replacement Program. These programs provide for rehabilitation or replacement of broken, obsolete or failing sewer pipes, catch basins and manholes. These programs also fund repairs on an emergency basis, due to unexpected sewer failures. The useful life of said programs is 50 years.

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

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

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

The bonds are to be issued in fully-registered form by means of a book-entry system or otherwise and shall have such terms and conditions and be in such form, subject to the provisions of this resolution and applicable law, as shall be determined by the Mayor and the City Treasurer.

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

LEGISLATIVE YEAR 2026

RESOLUTION: **R-26-060**

PURPOSE: **Authorizing the Mayor and City Treasurer to issue bonds not to exceed four million two hundred seventy-five thousand dollars ($4,275,000) for the City's sewer infrastructure improvement and sewer and drain casting replacement programs**

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

COMMITTEE ASSIGNMENT: **Budget Review Committee**
Board of Public Works

FISCAL NOTE: It is anticipated the bond would be sold in FY28 for a term of 20 years. It is estimated the interest rate will be approximately 4% and the total cost of the bond will be approximately $6,070,500 including interest. The average annual payment will be approximately $303,525 with the beginning years at a higher amount.

ANALYSIS

This resolution authorizes the City to issue and sell general obligation bonds up to $4,275,000 for the sewer infrastructure improvement program and the sewer and drain casting replacement program. Both of these are in the FY2027 Capital Improvements Program.

As this legislation is an authorization to borrow money, this resolution requires a "duly advertised public hearing" pursuant to Nashua City Charter §54-a. NH RSA 33:9 requires a 2/3 vote of all the members for the issuance of bonds. This appropriation was included in the FY2027 Wastewater Capital Improvements budget.

This legislation should be referred to the Board of Public Works for its review and approval.

Approved as to account structure, numbers, and amount: **Financial Services Division**

By: Dawn K. Enright

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

By: Dorothy Clarke

Date: 14 September 2026

R-26-061

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED TWO MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS ($2,550,000) FOR VARIOUS WASTEWATER CAPITAL IMPROVEMENTS

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua are hereby authorized to issue and sell general obligation bonds of the City in an aggregate principal not to exceed two million five hundred fifty thousand dollars ($2,550,000). The proceeds of said bonds shall be used for the following wastewater improvements:

Project	Useful Life	Amount Borrowed
Annual Stormwater Management / Abatement	20 years	$1,000,000
CSO Consent Decree Operational Expenditures	20 years	$150,000
CSO Flooding	20 years	$215,000
Infiltration and Inflow	20 years	$500,000
Merrimack River Levee Rehabilitation	20 years	$85,000
WWTF Secondary Clarifier Upgrades	20 years	$300,000
WWTF Exterior Dock and Tank Coating	20 years	$300,000

The amounts indicated above for each project are estimates and the Mayor may allocate more funds to any one or more of such projects, and less to others, so long as, in the judgment of the Mayor, each of the projects described above can be completed within the total appropriation made by this resolution.

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

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

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

The bonds are to be issued in fully-registered form by means of a book-entry system or otherwise and shall have such terms and conditions and be in such form, subject to the provisions of this resolution and applicable law, as shall be determined by the Mayor and the City Treasurer.

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

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-061

PURPOSE: **Authorizing the Mayor and City Treasurer to issue bonds not to exceed two million five hundred fifty thousand dollars ($2,550,000) for various wastewater capital improvements**

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

COMMITTEE ASSIGNMENT: **Budget Review Committee**
Board of Public Works

FISCAL NOTE: It is anticipated that a bond would be sold in FY28 for a term of 20 years. It is estimated the interest rate will be approximately 4% and the total cost of the bond will be approximately $3,621,000 including interest. The average annual payment will be approximately $181,050 with the beginning years at a higher amount.

ANALYSIS

This resolution authorizes the City to issue and sell general obligation bonds up to $2,550,000 for the various Wastewater Department capital improvement projects listed in the resolution. All of these projects are in the FY2027 Capital Improvements Program.

As this legislation is an authorization to borrow money, this resolution requires a "duly advertised public hearing" pursuant to Nashua City Charter §54-a. NH RSA 33:9 requires a 2/3 vote of all the members for the issuance of bonds. These appropriations were included in the FY2027 Wastewater Capital Improvements budget.

This legislation should be referred to the Board of Public Works for its review and approval.

Approved as to account structure, numbers and amount: **Financial Services Division**

By: Dean R. Eggert

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

By: Dorothy Clarke

Date: 14 September 2026

R-26-062

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED TWO MILLION DOLLARS ($2,000,000) FOR VARIOUS IMPROVEMENTS AT THE SOLID WASTE DEPARTMENT FOUR HILLS LANDFILL

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua are hereby authorized to issue and sell general obligation bonds of the City in an aggregate principal not to exceed two million dollars ($2,000,000). The proceeds of said bonds shall be used for the following improvements at the Four Hills Landfill:

Project	**Amount to be Borrowed**	**Useful Life**
Landfill Gas Expansion	$ 500,000	20 Years
New Landfill Access Road	$ 1,500,000	20 Years

The amounts indicated above for each project are estimates and the Mayor may allocate more funds to any one or more of such projects, and less to others, so long as, in the judgment of the Mayor, each of the projects described above can be completed within the total appropriation made by this Order.

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

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

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

The bonds are to be issued in fully-registered form by means of a book-entry system or otherwise and shall have such terms and conditions and be in such form, subject to the provisions of this resolution and applicable law, as shall be determined by the Mayor and the City Treasurer.

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

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-062

PURPOSE: **Authorizing the Mayor and City Treasurer to issue bonds not to exceed two million dollars ($2,000,000) for various improvements at the Solid Waste Department Four Hills Landfill**

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

COMMITTEE ASSIGNMENT: Budget Review Committee
Board of Public Works

FISCAL NOTE: It is anticipated that a bond would be sold in FY27 for a term of 20 years. It is estimated the interest rate will be approximately 4% and the total cost of the bond will be $2,840,000 including interest. The average annual payment will be approximately $142,000 with the beginning years at a higher amount.

ANALYSIS

This resolution authorizes the City to issue and sell general obligation bonds up to $2,000,000 for the purpose of the two listed capital improvement projects at the Solid Waste Department Four Hills Landfill. These projects are in the FY2027 Capital Improvements Program.

As this legislation is an authorization to borrow money, this resolution requires a "duly advertised public hearing" pursuant to Nashua City Charter §54-a. NH RSA 33:9 requires a 2/3 vote of all the members for the issuance of bonds. This appropriation was included in the FY2027 Solid Waste Capital Improvements budget.

This legislation should be referred to the Board of Public Works for its review and approval.

Approved as to account structure, numbers and amount: **Financial Services Division**

By: Dawn K. Enfort

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

By: Donchy Clarke

Date: 15 September 2026

R-26-063

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED TWO MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-EIGHT DOLLARS ($2,678,828) FOR THE PURCHASE OF SOLID WASTE CAPITAL EQUIPMENT

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua are hereby authorized to issue and sell general obligation bonds of the City in an aggregate principal not to exceed two million six hundred seventy-eight thousand eight hundred and twenty-eight dollars ($2,678,828). The proceeds of said bonds shall be used to purchase the solid waste department FY27 CERF purchases listed below. The useful life of the equipment is seven (7) years.

Rear Loader Packer	$ 523,831
Packer Refuse Truck	$ 527,541
Packer Refuse Truck	$ 527,541
Semi-Automatic Refuse Truck	$ 579,725
Excavator	$ 520,190

Total	$2,678,828

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

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

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

The bonds are to be issued in fully-registered form by means of a book-entry system or otherwise and shall have such terms and conditions and be in such form, subject to the provisions of this resolution and applicable law, as shall be determined by the Mayor and the City Treasurer.

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

As this is a resolution which supplements the budget, the following information is provided pursuant to NRO § 5-145, E:

At the time this resolution was submitted, the accumulated sum of all appropriations of the FY2027 combined annual municipal budget is $502,310,192. The FY2027 dollar amount under the limit established by City Charter Section 56-c is $15,479,894.

If this resolution passes (not counting any other pending supplemental appropriations), the accumulated sum of all appropriations of the FY2027 combined annual municipal budget will be $504,989,020, and the FY2027 dollar amount under the limit established by City Charter Section 56-c will be $12,801,066.

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-063

PURPOSE: Authorizing the Mayor and City Treasurer to issue bonds not to exceed two million six hundred seventy-eight thousand eight hundred and twenty-eight dollars ($2,678,828) for the purchase of solid waste capital equipment

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Budget Review Committee
Board of Public Works

FISCAL NOTE: It is anticipated that the bond would be sold in FY28 for a 7 year term. It is estimated the interest rate will be approximately 4.0% and the total cost of the bond will be approximately $3,107,440 including interest. The average annual payment will be approximately $443,920 with the beginning years at a higher amount.

ANALYSIS

This resolution authorizes the City to issue and sell general obligation bonds not to exceed $2,678,828 for purchasing the listed solid waste department FY27 CERF equipment.

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

This legislation should be referred to the Board of Public Works for its review and approval.

Approved as to account structure, numbers and amount: **Financial Services Division**

By: Dawn K. Enright

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

By: Dorothy Clarke

Date: 15 September 2026

R-26-064

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED FIVE MILLION ONE HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED AND TWENTY-EIGHT DOLLARS ($5,173,428) FOR THE PURCHASE OF CAPITAL EQUIPMENT

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua are hereby authorized to issue and sell general obligation bonds of the City in an aggregate principal not to exceed five million one hundred seventy-three thousand four hundred and twenty-eight dollars ($5,173,428). The proceeds of said bonds shall be used to purchase the fire, police, school, general government and street department FY27 CERF purchases listed below. The useful life of the equipment is seven (7) years.

Fire: CF1-Air 1	$ 488,760
Fire: Trailer-Air 1	$ 327,407
Fire: Compressor Station 4	$ 800,000
Fire: Protective Clothing	$1,000,000
Police: SRT Van	$ 407,932
Police: Crime Scene Van	$ 518,722
Police: Prisoner Van	$ 115,000
School: Grounds-Truck	$ 100,000
School: Grounds-Tractor	$ 90,000
General Gov: Parking-Sidewalk Plow	$ 220,000
Street: Fleet Maintenance Service Truck	$ 201,658
Street: Cab and Chassis w/dump body	$ 393,802
Street: ¾ ton Utility Truck	$ 116,345
Street: Cab and Chassis w/dump body	$ 393,802

Total	$5,173,428

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

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

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

The bonds are to be issued in fully-registered form by means of a book-entry system or otherwise and shall have such terms and conditions and be in such form, subject to the provisions of this resolution and applicable law, as shall be determined by the Mayor and the City Treasurer.

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

As this is a resolution which supplements the budget, the following information is provided pursuant to NRO § 5-145, E:

At the time this resolution was submitted, the accumulated sum of all appropriations of the FY2027 combined annual municipal budget is $502,310,192. The FY2027 dollar amount under the limit established by City Charter Section 56-c is $15,479,894.

If this resolution passes (not counting any other pending supplemental appropriations), the accumulated sum of all appropriations of the FY2027 combined annual municipal budget will be $507,483,620, and the FY2027 dollar amount under the limit established by City Charter Section 56-c will be $10,306,466.

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-064

PURPOSE: **Authorizing the Mayor and City Treasurer to issue bonds not to exceed five million one hundred seventy-three thousand four hundred and twenty-eight dollars ($5,173,428) for the purchase of capital equipment**

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

COMMITTEE ASSIGNMENT: Budget Review Committee

FISCAL NOTE: It is anticipated that the bond would be sold in FY28 for a 7 year term. It is estimated the interest rate will be approximately 4.0% and the total cost of the bond will be approximately $6,001,176 including interest. The average annual payment will be approximately $857,300 with the beginning years at a higher amount.

ANALYSIS

This resolution authorizes the City to issue and sell general obligation bonds not to exceed $5,173,428 for purchasing the listed fire, police, school, general government and street department FY27 CERF equipment.

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

Approved as to account structure, numbers and amount:

Financial Services Division

By: Dawn R Enright

Approved as to form:

Office of Corporation Counsel

By: Marylou Clarke

Date: 15 September 2026

R-26-065

RESOLUTION

RELATIVE TO THE FISCAL YEAR 2026 TRANSFER OF $150,000 FROM DEPARTMENT 191 "SCHOOL", ACCOUNT 71221 "COMPUTER EQUIPMENT" TO FUND 1000, DEPARTMENT 2100 "FOOD SERVICES FUND", ACCOUNT 49100 "TRANSFER FROM GENERAL FUND" FOR THE PURPOSE OF FUNDING FY2026 EXPENDITURES IN THE FOOD SERVICES SPECIAL REVENUE FUND

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that for Fiscal Year 2026, $150,000 be transferred from Department 191 "School", Account 71221 "Computer Equipment" to Fund 1000, Department 2100 "Food Services Fund", Account 49100 "Transfer from General Fund", for the purpose of funding FY2026 expenditures in the Food Services Fund.

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-065

PURPOSE: Relative to the Fiscal Year 2026 transfer of $150,000 from Department 191 "School", Account 71221 "Computer Equipment" to Fund 1000, Department 2100 "Food Services Fund", Account 49100 "Transfer from General Fund" for the purpose of funding FY2026 expenditures in the Food Services Special Revenue Fund

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Budget Review Committee

FISCAL NOTE: Reduces the FY2026 General Fund surplus by $150,000.

ANALYSIS

This resolution authorizes the transfer of $150,000 from Fiscal Year 2026 School – Computer Equipment into the Food Services Special Revenue Fund for the purpose of funding food service expenditures in excess of the original FY2026 budget.

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

Approved as to account structure, numbers and amount: **Financial Services Division**

By: Dawn R. Enfort

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

By: Dorothy Clarke

Date: 14 September 2026

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED FIVE MILLION DOLLARS ($5,000,000) FOR THE REPAIR AND RENOVATION OF TWO PUBLIC INGROUND SWIMMING POOLS

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

***RESOLVED** by the Board of Aldermen of the City of Nashua that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua* are hereby authorized to issue and sell general obligation bonds of the City, in an aggregate principal not to exceed five million dollars ($5,000,000). The proceeds of said bonds shall be used to pay for the design, construction and all other costs incidental and related thereto for two public inground swimming pools. The useful life of this project is twenty (20) years.

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

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

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

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

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

RESOLVED FURTHER, that in accordance with Nashua City Charter §56-d, second paragraph, the capital expenditures described herein of up to $5,000,000 are deemed necessary and have been recommended by the capital improvements committee and are therefore exempted from the limitation defined in Nashua City Charter §56-c upon an affirmative vote of at least ten (10) aldermen.

LEGISLATIVE YEAR 2026

RESOLUTION: **R-26-066**

PURPOSE: **Authorizing the Mayor and City Treasurer to issue bonds not to exceed five million dollars ($5,000,000) for the repair and renovation of two public inground swimming pools**

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

COMMITTEE ASSIGNMENT: **Budget Review Committee**
Board of Public Works

FISCAL NOTE: It is anticipated that the bonds associated with this authorization would be sold in FY27. For mainly construction, along with designing and other costs associated with the project, the bonds will be for a 20-year term. It is estimated the interest rate will be approximately 4.0% and the total cost of the bond will be $7,100,000 including interest. The average annual payment will be approximately $355,000 with the beginning years at a higher amount.

ANALYSIS

This resolution authorizes the City to issue and sell general obligation bonds not to exceed $5,000,000 for repairing and renovating two public inground swimming pools. This project is in the FY2027 Capital Improvements Committee report.

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

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

This legislation should be referred to the Board of Public Works.

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

By: Dean K. Lafft

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

By: Dorothy Clarke

Date: 15 September 2026

R-26-067

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THREE MILLION DOLLARS ($3,000,000) FOR THE DESIGN AND OTHER ANCILLARYCOSTS TO RENOVATE THE NASHUA PUBLIC LIBRARY

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua* are hereby authorized to issue and sell general obligation bonds of the City, in an aggregate principal not to exceed three million dollars ($3,000,000). The proceeds of said bonds shall be used to pay for the design, equipping and other costs incidental and related thereto for the repair and renovation of the Nashua Public Library. The useful life of this project is twenty (20) years.

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

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

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

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

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

RESOLVED FURTHER, that in accordance with Nashua City Charter §56-d, second paragraph, the capital expenditures described herein of up to $3,000,000 are deemed necessary and have been recommended by the capital improvements committee and are therefore exempted from the limitation defined in Nashua City Charter §56-c upon an affirmative vote of at least ten (10) aldermen.

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-067

PURPOSE: **Authorizing the Mayor and City Treasurer to issue bonds not to exceed three million dollars ($3,000,000) for the design and other ancillary costs to renovate the Nashua Public Library**

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

COMMITTEE ASSIGNMENT: Budget Review Committee
Board of Library Trustees

FISCAL NOTE: It is anticipated that the bonds associated with this authorization would be sold in FY28. For mainly construction, along with designing and other costs associated with the project, the bonds will be for a 20-year term. It is estimated the interest rate will be approximately 4.0% and the total cost of the bond will be $4,260,000 including interest. The average annual payment will be approximately $213,000 with the beginning years at a higher amount.

ANALYSIS

This resolution authorizes the City to issue and sell general obligation bonds not to exceed $3,000,000 for designing and ancillary costs necessary to renovate the Nashua Public Library. This project is in the FY2027 Capital Improvements Committee report.

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

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

This legislation should be referred to the Board of Library Trustees.

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

By: Dawn R. Enright

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

By: Dorothy Clarke

Date: 15 September 2026

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000) FOR THE DESIGN, CONSTRUCTION AND EQUIPPING OF A FIRE TRAINING FACILITY

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

***RESOLVED** by the Board of Aldermen of the City of Nashua that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua* are hereby authorized to issue and sell general obligation bonds of the City, in an aggregate principal not to exceed one million five hundred thousand dollars ($1,500,000). The proceeds of said bonds shall be used to pay for the design, construction, equipping and all other costs incidental and related thereto for a Fire Training Facility. The useful life of this project is twenty (20) years.

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

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

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

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

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

RESOLVED FURTHER, that in accordance with Nashua City Charter §56-d, second paragraph, the capital expenditures described herein of up to $1,500,000 are deemed necessary and have been recommended by the capital improvements committee and are therefore exempted from the limitation defined in Nashua City Charter §56-c upon an affirmative vote of at least ten (10) aldermen.

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-068

PURPOSE: Authorizing the Mayor and City Treasurer to issue bonds not to exceed one million five hundred thousand dollars ($1,500,000) for the design, construction and equipping of a Fire Training Facility

SPONSOR(S): Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien, Sr.

COMMITTEE ASSIGNMENT: Budget Review Committee
Board of Fire Commissioners

FISCAL NOTE: It is anticipated that the bonds associated with this authorization would be sold in FY28. For mainly construction, along with designing and other costs associated with the project, the bonds will be for a 20-year term. It is estimated the interest rate will be approximately 4.0% and the total cost of the bond will be $2,130,000 including interest. The average annual payment will be approximately $106,500 with the beginning years at a higher amount.

ANALYSIS

This resolution authorizes the City to issue and sell general obligation bonds not to exceed $1,500,000 for a fire training facility. This project is in the FY2027 Capital Improvements Committee report.

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

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

This legislation should be referred to the Board of Fire Commissioners.

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

By: Dawn K Enwright

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

By: Marley Clarke

Date: 15 September 2026

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED ONE MILLION DOLLARS ($1,000,000) FOR THE DESIGN AND OTHER ANCILLARY COSTS TO REPLACE THE PINE HILL FIRE STATION

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua* are hereby authorized to issue and sell general obligation bonds of the City, in an aggregate principal not to exceed one million dollars ($1,000,000). The proceeds of said bonds shall be used to pay for the design, site investigative work and all other costs incidental and related thereto for the replacement of the Pine Hill Fire Station. The useful life of this project is twenty (20) years.

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

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

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

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

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

RESOLVED FURTHER, that in accordance with Nashua City Charter §56-d, second paragraph, the capital expenditures described herein of up to $1,000,000 are deemed necessary and have been recommended by the capital improvements committee and are therefore exempted from the limitation defined in Nashua City Charter §56-c upon an affirmative vote of at least ten (10) aldermen.

LEGISLATIVE YEAR 2026

RESOLUTION: **R-26-069**

PURPOSE: **Authorizing the Mayor and City Treasurer to issue bonds not to exceed one million dollars ($1,000,000) for the design and other ancillary costs to replace the Pine Hill Fire Station**

SPONSOR(S): **Mayor Jim Donchess**
Alderman-at-Large Michael B. O'Brien, Sr.

COMMITTEE ASSIGNMENT: **Budget Review Committee**
Board of Fire Commissioners

FISCAL NOTE: It is anticipated that the bonds associated with this authorization would be sold in FY28. For mainly designing and other costs associated with the project, the bonds will be for a 20-year term. It is estimated the interest rate will be approximately 4.0% and the total cost of the bond will be $1,420,000 including interest. The average annual payment will be approximately $71,000 with the beginning years at a higher amount.

ANALYSIS

This resolution authorizes the City to issue and sell general obligation bonds not to exceed $1,000,000 for designing and performing the necessary site investigative work to be able to renovate/replace the Pine Hill Fire Station. This project is in the FY2027 Capital Improvements Committee report.

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

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

This legislation should be referred to the Board of Fire Commissioners.

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

By: Dawn K. Enfert

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

By: Dorothy Clarke

Date: 15 September 2026

R-26-070

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED ONE MILLION DOLLARS ($1,000,000) FOR DEFERRED CAPITAL MAINTENANCE OF FIRE STATIONS

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua* are hereby authorized to issue and sell general obligation bonds of the City, in an aggregate principal not to exceed one million dollars ($1,000,000). The proceeds of said bonds shall be used for deferred capital maintenance and all other costs incidental and related thereto for maintaining city fire stations. The useful life of this project is twenty (20) years.

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

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

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

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

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

RESOLVED FURTHER, that in accordance with Nashua City Charter §56-d, second paragraph, the capital expenditures described herein of up to $1,000,000 are deemed necessary and have been recommended by the capital improvements committee and are therefore exempted from the limitation defined in Nashua City Charter §56-c upon an affirmative vote of at least ten (10) aldermen.

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-070

PURPOSE: Authorizing the Mayor and City Treasurer to issue bonds not to exceed one million dollars ($1,000,000) for deferred capital maintenance of fire stations

SPONSOR(S): Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien, Sr.

COMMITTEE ASSIGNMENT: Budget Review Committee
Board of Fire Commissioners

FISCAL NOTE: It is anticipated that the bonds associated with this authorization would be sold in FY28. For mainly construction, along with designing and other costs associated with the project, the bonds will be for a 20-year term. It is estimated the interest rate will be approximately 4.0% and the total cost of the bond will be $1,420,000 including interest. The average annual payment will be approximately $71,000 with the beginning years at a higher amount.

ANALYSIS

This resolution authorizes the City to issue and sell general obligation bonds not to exceed $1,000,000 for deferred capital maintenance on fire stations. This project is in the FY2027 Capital Improvements Committee report.

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

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

This legislation should be referred to the Board of Fire Commissioners.

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

By: */s/Dawn K. Enwright*

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

By: Dorothy Clarke

Date: 15 September 2026

R-26-071

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED NINE MILLION DOLLARS ($9,000,000) FOR THE REPLACEMENT AND MODERNIZATION OF THE CITY-WIDE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua* are hereby authorized to issue and sell general obligation bonds of the City, in an aggregate principal not to exceed nine million dollars ($9,000,000). The proceeds of said bonds shall be used to pay for the replacement and modernization of the city-wide enterprise resource planning (ERP) system. The useful life of this project is twenty (20) years.

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

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

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

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

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

RESOLVED FURTHER, that in accordance with Nashua City Charter §56-d, second paragraph, the capital expenditures described herein of up to $9,000,000 are deemed necessary and have been recommended by the capital improvements committee and are therefore exempted from the limitation defined in Nashua City Charter §56-c upon an affirmative vote of at least ten (10) aldermen.

LEGISLATIVE YEAR 2026

RESOLUTION: **R-26-071**

PURPOSE: **Authorizing the Mayor and City Treasurer to issue bonds not to exceed nine million dollars ($9,000,000) for the replacement and modernization of the city-wide Enterprise Resource Planning (ERP) system**

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

COMMITTEE ASSIGNMENT: **Budget Review Committee**

FISCAL NOTE: It is anticipated that the bonds associated with this authorization would be sold in FY27. For the selection and implementation of the ERP system, the bonds will be for a 20-year term. It is estimated the interest rate will be approximately 4.0% and the total cost of the bond will be $12,780,000 including interest. The average annual payment will be approximately $639,000 with the beginning years at a higher amount.

ANALYSIS

This resolution authorizes the City to issue and sell general obligation bonds not to exceed $9,000,000 for the replacement and modernization of the city-wide ERP system, which will provide cost savings efficiencies and more user-friendly interfaces for City staff as well as the public. This project is in the FY2027 Capital Improvements Committee report.

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

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

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

By: Dawn K. Enfield

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

By: Donchey Clarke

Date: 15 September 2026

R-26-072

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED FORTY-THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($43,500,000) FOR THE DESIGN, CONSTRUCTION AND EQUIPPING OF A DIVISION OF PUBLIC WORKS GARAGE AND FLEET MAINTENANCE FACILITY

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

***RESOLVED** by the Board of Aldermen of the City of Nashua that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua* are hereby authorized to issue and sell general obligation bonds of the City, in an aggregate principal not to exceed forty-three million five hundred thousand dollars ($43,500,000). The proceeds of said bonds shall be used to pay for the design, construction, equipping and all other costs incidental and related thereto for a Division of Public Works Garage and Fleet Maintenance Facility. The useful life of this project is twenty (20) years.

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

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

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

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

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

RESOLVED FURTHER, that in accordance with Nashua City Charter §56-d, second paragraph, the capital expenditures described herein of up to $43,500,000 are deemed necessary and have been recommended by the capital improvements committee and are therefore exempted from the limitation defined in Nashua City Charter §56-c upon an affirmative vote of at least ten (10) aldermen.

RESOLVED FURTHER, the project's total cost is estimated at $53,500,000 which will be partly funded through this bond sale along with the repurposing of previously approved bond sale proceeds of R-21-192, R-22-065, R-24-070, and R-21-106, which together currently have a surplus of $3,183,200 of bond proceeds from various capital projects and contemplated in R-26-073. Taking these two sources of monies and adding them to the already approved R-24-035 of $2,200,000 and R-26-007 of $3,000,000 along with additional monies from operational budgets result in the approximate total project cost.

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-072

PURPOSE: Authorizing the Mayor and City Treasurer to issue bonds not to exceed forty-three million five hundred thousand dollars ($43,500,000) for the design, construction and equipping of a Division of Public Works Garage and Fleet Maintenance Facility

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Budget Review Committee
Board of Public Works

FISCAL NOTE: It is anticipated that the bonds associated with this authorization would be sold in FY28. For mainly construction, along with designing and other costs associated with the project, the bonds will be for a 20-year term. It is estimated the interest rate will be approximately 4.0% and the total cost of the bond will be $61,770,000 including interest. The average annual payment will be approximately $3,088,500 with the beginning years at a higher amount.

ANALYSIS

This resolution authorizes the City to issue and sell general obligation bonds not to exceed $43,500,000 for a Division of Public Works garage and fleet maintenance facility. This project is in the FY2027 Capital Improvements Committee report.

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

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

This legislation should be referred to the Board of Public Works.

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

By: */s/Dawn K. Enwright*

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

By: Dorothy Clarke

Date: 17 September 2026

R-26-073

RESOLUTION

CHANGING THE PURPOSE OF UP TO THREE MILLION ONE HUNDRED EIGHTY-THREE THOUSAND TWO HUNDRED DOLLARS ($3,183,200) OF UNEXPENDED BOND PROCEEDS FROM VARIOUS DIVISION OF PUBLIC WORKS CAPITAL PROJECTS TO THE DIVISION OF PUBLIC WORKS GARAGE AND FLEET MAINTENANCE FACILITY PROJECT

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that in accordance with RSA 33:3-a, the remaining unexpended bond proceeds of up to Three Million One Hundred Eighty-Three Thousand Two Hundred Dollars ($3,183,200), previously reserved and designated under the below listed resolutions for various Division of Public Works Capital projects, shall be applied to pay costs of the Division of Public Works Garage and Fleet Maintenance Facility project, so-called, which amount shall be expended in addition to all other amounts previously appropriated by the City. The useful life of the project is twenty (20) years.

Resolution	Projects	Not to Exceed Amount	Surplus
R-21-192	DPW Facility Project	$3,000,000	$94,131.00
R-22-065	Landfill Soil Wall FY2023	$1,800,000	$852,102.00
R-22-065	Gas Expansion Zig Zag Design	$5,000,000	$1,000,000.00
R-24-070	Landfill Construction Phase 4	$12,000,000	$1,000,000.00
R-21-106	Landfill Scale Replacement	$400,000	$213,356.00
R-22-065	Landfill GPS System	$250,000	$23,611.00
	TOTAL:		$3,183,200.00

The purposes for which the funds were originally borrowed are complete and there is a remaining balance of bond sale proceeds that is surplus.

RESOLVED FURTHER, that in accordance with Nashua City Charter §56-d, second paragraph, the capital expenditures described herein of up to $3,183,200 are deemed necessary and have been recommended by the capital improvements committee and are therefore exempted from the limitation defined in Nashua City Charter §56-c upon an affirmative vote of at least ten (10) aldermen.

RESOLVED FURTHER, the project's total cost is estimated at $53,500,000 which will be partly funded through this repurposing of previously approved bond sale proceeds of R-21-192, R-22-065, R-24-070, and R-21-106, which together currently have a surplus of $3,183,200 of bond proceeds from various capital projects, along with a bond sale of $43,500,000 contemplated in R-26-072. Taking these two sources of monies and adding them to the already approved R-24-035 of $2,200,000 and R-26-007 of $3,000,000 along with additional monies from operational budgets result in the approximate total project cost.

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-073

PURPOSE: **Changing the purpose of up to three million one hundred eighty-three thousand two hundred dollars ($3,183,200) of unexpended bond proceeds from various Division of Public Works capital projects to the Division of Public Works garage and fleet maintenance facility project**

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

COMMITTEE ASSIGNMENT: Budget Review Committee
Board of Public Works

FISCAL NOTE: Allows up to $3,183,200 to be spent on the Division of Public Works garage and fleet maintenance facility project from unspent bond proceeds approved under R-21-192, R-22-065, R-24-070, and R-21-106. The Division of Public Works capital projects in relation to those resolutions are complete.

ANALYSIS

Resolutions R-21-192, R-22-065, R-24-070, and R-21-106 authorized bonding for various capital projects. Those projects are complete and there are surplus funds. This legislation allows those surplus funds to be used for the Division of Public Works garage and fleet maintenance facility project, which is in the FY27 Capital Improvements Report and is part of the updated Ad hoc Debt Service and Capital Expenditure Plan.

The use of bond proceeds is controlled by RSA 33:3-a. They may be spent only for purposes for which the loan is incurred, except as the statute otherwise provides. If no expenditure of the proceeds has been made or a balance remains after "completion" of the project, the funds may be authorized, by a 2/3 vote, for another project eligible for bonding for an equal or longer period, or the funds may be used to pay principal of the project's loan as it matures. RSA 33:3-a II. No public hearing is needed under bonding requirements because the reallocation is not the authorization of new borrowing. However, this is a supplemental appropriation. Charter Sec. 53 permits specific non-budget, supplementary appropriations. There should be notice and a public hearing. A two-thirds vote is required under Charter Sec. 56-b for an item or amount not in the mayor's budget. A roll call is required under Charter Sec. 49.

An affirmative vote of at least ten (10) aldermen is necessary for the exemption under Nashua City Charter §56-d. This legislation should be referred to the Board of Public Works.

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

By: */s/Dawn K. Enwright*

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

By: Dorothy Clarke

Date: 17 September 2026

R-26-074

RESOLUTION

RELATIVE TO THE CREATION OF THREE NEW EXPENDABLE TRUST FUNDS AND THE TRANSFER OF $790,387 FROM PRIOR YEAR ESCROWS INTO VARIOUS EXPENDABLE TRUST FUNDS FOR DIVISION OF PUBLIC WORKS INFRASTRUCTURE IMPROVEMENTS, PARK REHABILITATION, COMMUNITY DEVELOPMENT INFRASTRUCTRE IMPROVEMENTS, GENERAL TRANSPORTATION IMPROVEMENTS, DOWNTOWN IMPROVEMENTS, WATERWAYS AND WATER BODIES, AND SCHOOL DEFERRED MAINTENANCE

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED by the Board of Aldermen of the City of Nashua that pursuant to RSA 31:19-a, the City of Nashua hereby establishes an expendable trust fund for Public Works General Infrastructure Improvements, funded by appropriations, and appoints the Mayor and the Division of Public Works Director as the agent to expend. Any balance remaining in the expendable trust fund at each fiscal year end will not lapse or be closed out to the General Fund, but will remain in this expendable trust fund.

RESOLVED by the Board of Aldermen of the City of Nashua that pursuant to RSA 31:19-a, the City of Nashua hereby establishes an expendable trust fund for General Community Development Infrastructure Improvements, funded by appropriations, and appoints the Mayor and the Community Development Director as the agent to expend. Any balance remaining in the expendable trust fund at each fiscal year end will not lapse or be closed out to the General Fund, but will remain in this expendable trust fund.

RESOLVED by the Board of Aldermen of the City of Nashua that pursuant to RSA 31:19-a, the City of Nashua hereby establishes an expendable trust fund for General Transportation Improvements, funded by appropriations, and appoints the Mayor and the Director of Administrative Services as the agent to expend. Any balance remaining in the expendable trust fund at each fiscal year end will not lapse or be closed out to the General Fund, but will remain in this expendable trust fund.

RESOLUTION **R-26-074**

RESOLVED *by the Board of Aldermen of the City of Nashua* that the sum of $790,387 as outlined in the table below be transferred from the identified prior year escrow account (Fund 1010-General Fund Escrows) into the appropriate expendable Trust Fund account\ as follows:

From Dept	From Account	To Account / Description	To Fund	For Purpose / Description	Amount
160	DPW-Admin &Engineering	DPW General Infra Improvement ETF	7091	Infrastructure Improvements	$ 8,500
161	Streets	DPW General Infra Improvement ETF	7091	Infrastructure Improvements	$209,720
177	Parks	Park Rehabilitation ETF	7058	Park maintenance	$ 2,281
181	Community Development	Community Development Infra Improvement ETF	7092	Equipment and community improvements	$ 74,163
181	Community Development	City Wide Transportation ETF	7093	General Transportation Improvements	$240,000
183	Economic Development	Downtown Improvements ETF	7082	Downtown Improvements	$ 92
185	Sustainability	Waterways & Water Bodies ETF	7062	Waterways improvements	$ 14,000
191	School	School Deferred Maintenance	7070	Deferred maintenance for schools	$241,631
				TOTAL:	$790,387

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-074

PURPOSE: Relative to the creation of three new expendable trust funds and the transfer of $790,387 from prior year escrows into various expendable trust funds for Division of Public Works Infrastructure Improvements, Park Rehabilitation, Community Development Infrastructure Improvements, General Transportation Improvements, Downtown Improvements, Waterways and Water Bodies, and School Deferred Maintenance

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Budget Review Committee

FISCAL NOTE: Establishes three new restricted funds to account for appropriations designated for a specific purpose. Moves prior year escrow amounts into expendable trust funds.

ANALYSIS

This legislation authorizes the creation of three new non-lapsing expendable trust funds for the purposes described in the legislation. RSA 31:19-a, I provides for an annual accounting and report of the activities of the trust. This legislation also authorizes the transfer of $790,387 from prior year escrows into various expendable trust funds as described in the legislation.

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

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

By: /s/ Dawn K. Enwright

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

By: Dorothy Clarke

Date: 18 September 2026