



THE CITY OF NASHUA

*Division of Public Works
Administration*

"The Gate City"

Board of Public Works Meeting of September 24, 2026 Agenda

A meeting of the Board of Public Works is scheduled for Thursday, September 24, 2026 at 4:00 p.m. in the Mine Falls Conference Room, 848 West Hollis Street, Nashua, NH 03062.

- I. Roll Call**
- II. Motion:** To approve the agenda as submitted.
- III. Motion:** To approve the minutes of the Board of Public Works Meeting of August 27, 2026.
- IV. Public Comment**
- V. Introduction:** Greeley Park Advisory Committee
- VI. Board of Alderman Referral**
 - A. Resolution R-26-057**
Approving the Borrowing of an Additional Three Hundred and Forty-Five Thousand Dollars (\$345,000) from the Clean Water State Revolving Fund for the Four Hills Landfill PFAS/Leachate Removal and Destruction Pilot Test Project
- VII. Wastewater Department**
- VIII. Motion:** To approve the User Warrants as presented.
- IX. Motion:** To approve the work agreement with Eversource in an amount not to exceed \$29,595.02 for the replacement of the replacement of City Owned electrical equipment on Eversource owned poles. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 81 Major Capital Outlay and Improvements.
- X. Motion:** To approve the contract with Loureiro Building Construction, LLC of Plainville, CT in an amount not to exceed \$11,692,041.56 for the Phase I Upgrade project. Funding will be through: Department: 169 Wastewater; Fund: Bond; Activity: Phase I Upgrade Project; pending Bond Approval.
- XI. Motion:** To approve the contract with Wright Pierce of Thompson, ME in an amount not to exceed \$1,361,00 for construction administration services for the Phase I Upgrade Project. Funding will be through: Department: 169 Wastewater; Fund: Bond; Activity: WWTF Phase I Upgrade Project; pending Bond Approval.

XII. Engineering Department

- A. Motion:** To approve the Sewer Service Permits and Fees as submitted.
- B. Motion:** To approve a Drainlayer's License for Valor Excavation, LLC of Pelham, NH in accordance with Nashua City Code §255-19 and authorize the Division of Public Works to temporarily suspend the license if work is found to be unsatisfactory during an initial 6-month probationary period.
- C. Motion:** To consider the request from Liberty Utilities to modify the required moratorium restoration on Northeastern Boulevard.
- D. Informational:** Street Opening Permits issued for Streets in Moratorium

XIII. Administration Department

- A. Informational:** Director's Report

XIV. Commissioner's Comments

XV. Personnel

- A. Motion:** To approve and unseal the nonpublic minutes for Personnel from the Board of Public Works Meeting of August 27, 2026.
- B. Motion:** To accept the resignation of Michael Dube Jr., Parks, effective September 18, 2026.

XVI. Non-Public Session - Pursuant to RSA 91-A:3, II(b) The hiring of any person as a public employee.

**MEETING OF THE BOARD OF PUBLIC WORKS
AUGUST 27, 2026
MEETING MINUTES**

A meeting of the Board of Public Works was held on August 27, 2026, at 4:00 p.m., at the Division of Public Works Administration Building in the Mine Falls Conference Room, 848 West Hollis Street, Nashua, New Hampshire 03062.

Vice-Chairman, Matthew Gregg, declared the meeting to order at 4:00 p.m. and called the roll.

I. ROLL CALL

Members Present:

Vice-Chairman, Matthew Gregg
Commissioner, June Lemen
Commissioner, Paul Shea

Members Absent:

Chairman, James Donchess, Mayor
Commissioner, Manny Espitia

Also Present:

Michael B. O'Brien, Sr., Aldermanic Liaison
Alderman, Richard A. Dowd, Board of Aldermen
Lisa Fauteux, Director, Division of Public Works
Frank Ayotte, P.E., Hazen and Sawyer
Olivia August, Hazen and Sawyer
Noel Osbourne, Plant Operations Supervisor, Wastewater Department
Bryan Conant, Superintendent, Parks and Recreation
Jeff Lafleur, Superintendent, Solid Waste
Dan Hudson, P.E., City Engineer
Claire Edwards, Executive Assistant, Division of Public Works

II. MOTION: TO APPROVE THE AGENDA AS SUBMITTED

Vice-Chairman, Matthew Gregg

First item is the Motion to Approve the Agenda. Commissioner Shea.

Motion by Commissioner Shea: To Approve The Agenda.

MOTION CARRIED: Unanimously

**III. MOTION: TO APPROVE THE MINUTES OF THE BOARD OF PUBIC WORKS
MEETING OF JULY 30, 2026.**

Vice-Chairman, Matthew Gregg

Item Three. Commissioner Lemen.

Motion by Commissioner Lemen: To Approve The Minutes Of The Board Of Public Works Meeting Of July 30, 2026.

MOTION CARRIED: Unanimously

IV. PUBLIC COMMENT

Vice-Chairman, Matthew Gregg

Alright, is there anybody from the public that would like to make comments? Okay, there are no comments. We will move on to our presentation for the Wastewater Rate Model.

V. PRESENTATION: WASTEWATER RATE MODEL

Lisa Fauteux, Director, Division of Public Works

Thank you. This evening, we have Frank Ayotte and Olivia August from Hazen and Sawyer, and they're going to give us some information and some updates on our Wastewater Rate Model. Also, Noel Osbourne, our Plant Operations Supervisor, is here also, and she will be presenting as well.

Vice-Chairman, Matthew Gregg

Okay.

Ms. Fauteux

I will now turn it over to Frank.

Frank Ayotte, P.E., Hazen and Sawyer

Alright. Sounds good. I see a lot of familiar faces. I'm with Hazen and Sawyer. My name is Frank Ayotte, and with me is Olivia August, and she's with our financial services group. This is about the fifth year we've constructed a Wastewater Rate Model for the City and have been updating it accordingly based on revenues. You've got service, operating expenses, and your future CIP projects, with the goal of keeping a robust fund balance to account for, I believe it's three months of operating 25% of capital projects, and--

Olivia August, Hazen and Sawyer

--one year of debt service--

Mr. Ayotte

--and one year of debt service payments. That's an industry standard. Today's presentation, I'm going to have Olivia present that based on where the numbers are today and what the recommended increases are for the next few years. Then we can answer any questions. Also, want to keep this interactive. If you have any questions during the presentation, we can address them as we go along. Okay? Olivia.

Ms. August

Great. Thank you all very much. Today's agenda. I'll go over a little bit what a rate model, what the purpose is, the function it's serving. As Frank mentioned, there's a lot of data that went

into this for the projections and defining the need for a rate increase and how much. I'll go over those. Noel will be talking about the projected capital projects that impact the expenses moving forward, and then we'll wrap it up with proposed rate increases for the next three years. Specifically, your 2027 through 2029.

Okay, a little bit of background. A financial model is used to inform equitable, fiscally responsible, and defensible rates, and it's built using your historical usage data. I believe we have three years of usage information that's helping inform, kind of usage patterns, customer accounts and billing data, as well as the financial information, which I'll go over on a following slide from our data request, and also the planned capital improvements that Noel will speak to. Along with those are debt and future loan payments, making sure there is a balance to cover those as well.

The model is based on an Excel spreadsheet, but also utilizes Power BI for visualization and background data modeling, and it's a living document. As Frank said, every year we've updated it with the new information that's received and make sure it reflects the best available data.

Starting with data sources. First is usage data from fiscal year 2025. This is going to be the most recent data on user account usage. We have that included along with actuals from your fiscal year 2025 revenues and expenses. Using those to project forward. The ordinance and sewer rate increases from calendar year 2024 through calendar January 2026 of this year, making sure we reflect that as well. The capital, five-year capital outlay 2025 through 2030, we have, and we'll talk about some of those projects in more detail. And the latest debt service schedule, as well as planned loans and the debt service payments that would be required to cover those loans, as well as the fund balance requirements that Frank just went through for 25% of your capital expenses, a year of debt service, and three months of operating revenue/operating expenses.

Right here, you're looking at projected expenses; we've obviously in 2026, so it's historical through the next few years, and you can see as more projects are needed, inflation, and other factors, an increase in projected expenses over the next few years, totaling nearly \$30M in needed expenses by 2030. This is a large portion of what we look at when planning rate increases. What are we projected to need in terms of expenditures, and making sure that can be covered. These expenses include annual operating, which you'll see that's a very small increase each year, usually aligned with inflation, and then the other factors are the cash fund and capital projects, and then loans, which also cover large capital projects, and you can see those are planned to increase over the years as these projects begin to move into design and construction. And, I will hand it to Noel to talk a little bit more about these projects.

Noel Osbourne, City of Nashua, Plant Operations Supervisor

Great. Thank you. The first product that we have up there is the Phase I upgrades. This is what I affectionately call the "everything but the kitchen sink upgrades. It touches a lot of different areas of the plant that date back to the 70s or the 80s, depending on the areas. It's taking a lot of really large valves, flow meters, gates, and different items that need to be replaced. A lot of the cost comes in to bypassing different treatment aspects while that work is happening.

The next one is the Wastewater Maintenance Facility. The current maintenance facility is really on prime real estate at the facility where we need that space for future upgrades and growth. It also dates back to the 70s, and the new facility should have some equipment for our guys to

make the necessary repairs to protect the assets of the City. It will also have additional space for parts storage, giving us the opportunity to really do some great asset management, and then they'll be some space for locker rooms and things like that for the crew. We'll also have a little bit of vehicle storage on-site there as well, just again, to protect those big assets like the combination sewer trucks.

The sludge storage tank upgrade is really just recoating concrete and updating the mixing system. The Consent Decree Operational Expenditures: this dates back to the consent decree that came in the 90s, and it circles around the CSO discharges and the different projects that we've done to mitigate those issues. The post-construction monitoring plan is still in limbo with the EPA. We have the long-term control plan. All of the final implementations are in that expenditure cost.

Inflow and Infiltration. We are continuously looking for these locations where water is coming in our sewer system where it shouldn't be whether I know we discovered a brook that was coming in. It comes in cracks and pipes, and that's a lot of things that come in that are clean water that cost money to run through the treatment plant. We're always looking for that to get rid of that extra flow.

Annual Stormwater Abatement. This is the MS4 permit. This is citywide. It's looking for managing the stormwater, making sure we take into account green infrastructure, rain gardens, things of that nature. Porous concrete and the different drainage. So, that's that one.

The Merrimack River Levee. The City has that levee at the low-lying area of Nashua that protects us from flooding. The Army Corps of Engineers comes by annually and inspects it, and we are responsible for any deficiencies that they note. Whether it's animal holes or trees growing too close to the levee or things of that nature, we're on the hook to pay for that, so that money is allocated for that.

CSO Flooding. We continue to look at sewer separation in appropriate areas. We continue to look at those areas that have a lot of CSO discharges, and that's that one.

I apologize. Class A Biosolids. Class A Biosolids is a big project where we're trying to take the biosolids that the wastewater facility processes. We currently have a Class B product. The Class A would take it to a drier product. I will say that this one is temporarily paused, and you will see on your agenda a motion for an evaluation. We're seeing the costs really increase substantially, and we want to be as fiscally responsible as we can to the ratepayers, so we paused it, and we're looking at a couple of different options, and I'll talk about that a little bit more during that motion. If we go to the next slide.

You can see some of the costs that are associated with the projects that I talked about. The secondary clarifier upgrade is the only one I didn't mention. These are large. We have three on-site. 1.5 M gallons capacity each. They're always full of water. You're seeing a degradation of concrete. You're seeing the structures. It's got internal steel structures. You're seeing that degrade. Those need to be taken down and upgraded to protect those as assets. Alright.

Ms. August

Thank you. Before we go into some recommendations for rate increases, I wanted to give kind of a market update that's relevant to the industry. The three lines you're looking at here: the brown is our Consumer Price Index, so that co-monitors national inflation rates, and then you

see an orange and pink Capital Expenses broken out, and then Operations and Maintenance Expenses. You can see, especially in the last five years, so that inflation around 2020 how those drastically differ from how the CPI has been. It's supply chain issues, increases to labor rates, as well as the post-2020 boom in construction has made it so that the CPI over those five years averaged annually to increase around 4.4, while O&M, Operational Maintenance expenses have increased by 6.1% a year, and Capital Expenses have increased by 8% each year. Thinking about we're seeing similar impacts when looking at the projected expenses for Nashua as well.

Looking back, the last two years there's been a 10% increase effective January 1 of each of 2025 and then this past year as well. Looking at the projected expenses, the proposed rate increase for the next three years would be lower at about a 7% annual increase each year to be able to have the projected coverage of expenses that are moving forward, as well the fund balance goal requirements as well. Those would be 7% on January 1, 2027, 2028, and 2029 as well.

When looking at some of these rate increases we're looking at benchmarking with neighboring utilities to see how Nashua's rates compare. Looking at Nashua, that is in the red, and we have other utilities and neighbors from Derry, Concord, Manchester, Keene, and Portsmouth. You can see Nashua is right in the middle there--this is looking at an average customer's monthly bill. We assume around 5 CCF of usage per month, and a 5/8 inch meter, which is your typical single-family residential. You can see that Nashua's rates currently less than half of Portsmouth's and less than Keene and Manchester as well. I also wanted to note that Manchester has approved a 19% annual increase for four years, 2025 through 2028, which means by 2028 their bill will be projected at \$65.34, where with the increases we're proposing today, Nashua's would be only \$49.40 comparatively. This is a snapshot of today's rates, but Manchester we know moving forward where they're projected to be, so comparing that.

Something we always consider when creating rate increase recommendations is making sure that affordability is considered, and that's a USEPA standard to make sure that the cost of water or wastewater utilities and expenses is below 2% of the median household income. With these increases, we made sure that we're well below that 2% threshold for the median household income. And, we also looked at the lowest quintile to be even more conservative, making sure that not only your median household is not overburdened by these prices, but also the lower quintile, lower-income portion of the community.

Discussion:

Michael B. O'Brien, Sr., Board of Aldermen

Just a question on that. Is that the totality or is that just specific to this project? I don't know if I asked the question correctly, but as an Alderman looking at the jump in tax base is that increase basically separate? You know, then we're going to have to figure out in the future, looking at it.

Ms. August

Sorry. Was your question is this rate increase separate from a tax increase? Is that? Do I understand correctly?

Mr. O'Brien

Right. We're going to have a tax increase, basically. Let me just try, and I can explain.

Ms. August

Sorry.

Mr. O'Brien

We're going to have tax increases; that's normal. The price of inflation and everything the common sense to all of that, but is this so much of the new project that it's going to, you know, that percentile is going to affect more of it. You know? Help me out, Rick, if you know what I mean.

Richard A. Dowd, Board of Aldermen

Yeah. More, more direct question. Is the increase for 2026 in the current DPW budget we passed? And, see because you have increases starting in January. Our--

Mr. O'Brien

--budget--

Mr. Dowd

--starts in July, so if you're going to cause an increase anytime between July and July, that has to be in the projected budget or it's not going to go anywhere.

Ms. August

I, I'm not. I don't understand what--

Mr. Dowd

--well--

Ms. Fauteux

It's going to be--

Mr. Dowd

If you're projecting an increase to this year's budget it's not going to happen. It would have had to be in your budget for this year.

Ms. Fauteux

I believe this was captured in our budget, yes.

Mr. Dowd

Okay.

Ms. Fauteux

Yup.

Mr. Dowd

Because that's--

Ms. Fauteux

Yes.

Mr. Dowd

--the prime question.

Mr. O'Brien

Can you help me on my question? I don't know. Well, go--just--we'll figure this out.

Ms. August

Sounds good. This would be the fund balance goal that Frank mentioned earlier. The three components to make sure that you have an overall fund balance that can cover—think of it as your rainy day fund. The kind of standard metrics are making sure you have enough in your fund balance to cover-- sorry, I think I said three earlier-- four months of annual operating expenses, 25% of your capital, and then a full year of debt service. That means if there was another COVID or outbreak or something that drastically changed revenue or usage in the near future, there's enough in your fund balance to cover that, and there's no risk of default or anything.

Mr. Dowd

Another question. If we don't spend what's projected in this year's budget, where do those funds go into an account, and you use that to reduce the following year?

Mr. Ayotte

Well, we certainly look at it, so we always look at maintaining a certain fund balance threshold to meet these three components, okay. If you're not using all the money, okay, and then that money remains in the fund, right?

Mr. Dowd

Yeah.

Mr. Ayotte

Then we'll look at doing the same analysis of expenses, operating income, debt service it will affect any proposed future rate increases. You may find that we do a 7% increase in 2027 in January. If you did an analysis or even update next year or the year after, you may find the third year you don't need 7; you might need 6. You see what I'm saying?

Mr. Ayotte

So that's why we try not to go too far out in years on rate increases without taking, kind of, I want to say, maybe in the second year we'll look at a snapshot of where are we, did we spend everything we thought, did prices come down. I mean, right now we have a war in Iran, right, so we have gas prices very high, and fuel affects everything. Right? But if that ends and prices stabilize, say in 2028, we'll look at those operating expenses and all those metrics that we talked about earlier in the presentation, and then we can look at, well, geez, is a 7% increase needed in 2029? Maybe not. Maybe we can lower that, but right now, where we are right now, that three-year 7-7-7 is the recommendation. Does that answer the question?

Mr. Dowd

Yes. One of the reasons I ask is on September 1st we're going to have a meeting of the budget and they're going to be looking at the budget a lot differently going forward, and one of the things being considered is checking with each division either on a monthly or quarterly basis and saying what have you spent, what do you got left, and what do you intend spending it on. It's going to be a running thing during the year. None of the answers are out to the questions yet, but that's something to consider.

Ms. August

One thing we adjusted for this year was that, instead of using the projected budget for 2027 as the standard, we actually used a number below that based on previous expenditures-- a percentage of that projected budget amount. That's been 90% of the projected budget historically; we made sure we used that so we're not over-projecting the need.

Mr. Ayotte

This analysis can be done annually too. There is nothing that says we should have 7-7 and 7 that we're proposing, but on the side we could look at annually what happened last year, and is the projected 7% for 2028 and 2029 still on track? If not, maybe you can pivot at that point. There's nothing stopping us from looking at the data, I guess, on an annual basis versus maybe two years.

Mr. O'Brien

If I may.

Mr. Ayotte

Yes.

Mr. O'Brien

You do understand that would have to be done prior, well prior to July 1st in discussing the budget, so we're probably looking for that maybe in the February, March, April time frame, something like that to anticipate. Okay.

Mr. Dowd

Yeah, I think what's going to happen is if in this project you have listed projects A through Z. During the year, they're going to want to know what's the status of that project. You actually going to do it this year? If you don't, they want to defer that money off the next year's increase.

Vice-Chairman Gregg

Commissioner Shea.

Ms. Fauteux

I just want to comment just on that. Beyond project expenses, there's a certain--we're not looking at that as much as we're looking at a certain fund balance that we're trying to maintain. And we're not even quite--I think at the fund balance that is actually recommended. We're not even quite there yet. We're getting back to where we should be, but, we're really basing this not only on projects that we anticipate doing, but also maintaining that certain fund balance that is recommended. If anything catastrophic did happen, we would be able to recover.

Mr. Dowd

That's fine.

Ms. Fauteux

Yeah, so, yeah, just to—

Mr. Dowd

--based on what I'm hearing from the Aldermen, if you had ten projects and you only did five of them, how does that affect your fund balance? You're going to make that up--you can't do 15 projects the next year; you'll never catch up.

Vice-Chairman Gregg

Commissioner Shea.

Commissioner Paul Shea

Would there be some cost, additional cost incurred if we were to do annual updates of this nature, consulting process or labor costs? I just know that this catching up of the fund balance has been a long project in the making, and these numbers are very much in line with the last report that we received. I just want to make sure that we're not doing too much and we're on a good track and we've been sticking to the plan.

Ms. Fauteux

Right. I agree, Commissioner Shea. Again, this is a dynamic model; it's constantly being updated and looked at. It's not something that we put away for three years. They're constant, Hazen is constantly--this is a great tool for us to be able to make sure that we are on track and stay on track. The more that we ask them to do, obviously, you're correct there would be additional expenses.

Vice-Chairman Gregg

What I'll add to this too is that it seems like this is the deceleration year over year from a percentage rate increase because haven't we for the last three to four years been above 7%?

Ms. Fauteux

Yes, correct.

Vice-Chairman Gregg

So this looks like a deceleration on paper, but one thing I do want to call out is that by technically, if I do the math, by 2036 we're going to be spending 200% if we kept on the 7% basis year-over-year; we'll be double what we're spending now. What we'll be spending in 2026. It's something for all of us to just.

Commissioner Shea

If I may.

Vice-Chairman Gregg

Sure, yeah.

Commissioner Shea

I don't think that's the plan, right? I think once we get to that 7% for a period of two years we'll decelerate further as the balance becomes healthier.

Mr. Ayotte

Yeah, and you might find--and it all depends. This is all data-based, if you look post-COVID on how those cost increases have gone up so significantly. We're playing a little bit of catch-up, right? It's not like pre-2020 you saw those curves; they weren't steep at all, right? And then we have a pandemic, and then a lot of other things just happen, right? I think we're still in that kind of turmoil from an inflationary perspective. But you're right 7-7 and 7 we'd look at it again, and hopefully we can get inflation down; we can get to a lower increase following those years. It's not a given; it's all driven by inflation, the Consumer Price Index, and what it costs now just in salaries and everything else. It's just not like it used to be.

Ms. Fauteux

And also this is, and you didn't go over this, and I was hoping you would all of the permits. This is a very heavily regulated facility, so as regulations change, this could change as we have to add--

Mr. Ayotte

--yeah--

Ms. Fauteux

--things to the process. Just another thing to consider.

Commissioner Shea

If I may.

Commissioner Shea

I believe I recall, and correct me or otherwise even before COVID we were quite rate stable for a long period of time. Does that sound about right? And perhaps our balance is getting tighter and tighter progressively over a period of time. Though COVID has a big impact, I believe I recall that our rate was quite stable for quite some time leading into the beginnings of this discussion that we've been on for a couple of years. Does that sound about right?

Mr. Ayotte

Well, you hadn't raised. I think you raised rates; maybe I thought it was 2% over almost a time-year period or something like that. And keep in mind though, you never had a fund balance, okay.

Commissioner Shea

Yes.

Mr. Ayotte

At all.

Commissioner Shea

Yup.

Mr. Ayotte

To cover those three metrics.

Commissioner Shea

And now we have infrastructure--

Mr. Ayotte

--okay, you were kind of running kind of like an empty tank of gas, you know what I mean like, hey, we used it all when they're empty, and then revenues covered the rest of the follow year's expenses. And things weren't going up like they are today with respect to inflation and the Consumer Price Index, industry construction costs, and the like.

Commissioner Shea

And so we're getting--

Mr. Ayotte

--it's kind of a perfect storm--

Commissioner Shea

--financial operation healthy in a prudent way and it's--

Mr. Ayotte

--yeah--

Commissioner Shea

--it's good we like it.

Mr. Ayotte

Yeah.

Ms. August

Your observation was correct. I think there was a year of no increase, and then it put the fund into a poor position, and there was a year--I think it was 2024-- where there was a 15% increase needed. Then two years of 10, so this is a deceleration, and you're right, the beginning of a much more stable and consistent increase because that balance has grown over that time.

Vice-Chairman Gregg

Just to that point, then what do you see that's going to stabilize this 7% year-over-year in terms of your projections now? Now I know we would always revisit this every single year, but what do you see as the--because I'm looking at the numbers that I'm pulling from previous rate hikes, and it looks like we're around 11%-12%. So what is driving the 7% projection over the next three years? We're in a war with Iraq--oh gosh, there I am; we're in a war-- wrong, 20 years we're in a war with Iran. We're seeing expenses go up; what's driving the 7%?

Ms. August

Meaning that it's lower than you would expect?

Vice-Chairman Gregg

Absolutely.

Ms. August

We're trying to balance these requirements as well as the realistic projections of capital planning. Making sure that leveraging debt where possible so that costs aren't spiking one year-to-year. Phasing projects, and that's where we're able to hit more of a 7% increase, and once you have a healthy fund balance, your ability to dip into that as needed is there versus right now, there isn't ability to dip into a reserve without putting the financial position at risk. Hopefully, with that there's a bit more of a cushion that's being built over time by not running in the negative year-over-year.

Mr. Ayotte

And I think, as Olivia said earlier, we were using projected budgets in the past as well, and we defaulted to actuals because projected you might not use all the budget, right? When you're using the actual, what was the actual number and that also allowed us to lower the rate for the next three years at 7 versus, let's say, a 10, right?

Vice-Chairman Gregg

Got it.

Mr. Ayotte

A lot of that is just being cognizant of what things cost and not saddling the ratepayer with, "Hey, we could have easily just said, alright, we'll just use the projected budgets here on in let's just make it 10%." That's not what we're looking at, and that's not what Lisa was trying to have us do, with respect, we've got to keep the ratepayer in mind. If we can give them a break without--and lower the increase based on doing a couple of these things, why aren't we doing that, and that's what we're doing. Noel mentioned the biosolids project, right? That project was coming in at around \$20M, right? Very expensive. Now, look at an evaluation: what might we be able to do differently than go to Class A biosolids, right? Let's evaluate that because if we can take those solids dry them out, and put them at the landfill at a cheaper price or cost, that \$20M number won't be \$20M. Right? And that is a large project that affects the entire dynamics of this fund and the increases.

Vice-Chairman Gregg

So, all of the different ways that you were approaching some of these capital projects are taken into consideration in this.

Mr. Ayotte

Yeah.

Vice-Chairman Gregg

As part of the entire--

Mr. Ayotte

--that's what makes it dynamic. The CIP is built into the model, okay, so it's all built in on what year, which projects are hitting, the debt service, the operating expenses, and it's all built into the model so you can dynamically play with the rate and see how it affects the fund balance.

Vice-Chairman Gregg

Great, sounds good.

Ms. August

And the reduction from 15% to 10% doesn't reflect a reduction of costs, of course. But it was-- that need for 15% and 10% was because of a year of no increase. Where essentially if you had spaced that out, I think it would have averaged to around an 8% increase over the last four years instead; that's where we're coming down from. We're kind of made up that gap, I guess.

Vice-Chairman Gregg

Commissioner Shea.

Commissioner Shea

When you mentioned the prospect of--prospect of analysis, I'm thinking of the methane capture that we do and how that might impact what comes there and what is captured there. Is there some intercept that could be done with a breakdown or what are we doing now in terms of digesters and methane captures, is that a thing? Like the giant--

Mr. Ayotte

--the digester--

Commissioner Shea

Yeah, the giant bag inflatable thing.

Mr. Ayotte

Oh, yeah. Yeah.

Commissioner Shea

That technology, and then we take the methane out--

Mr. Ayotte

Yup--

Commissioner Shea

--and sell it or produce energy with it. And I forget to what extent we do that, and I'm just wondering if that might be an area for evaluation as we look at what to do with biosolids.

Mr. Ayotte

I think you're using methane gas right now for driving the generators, right? Or --

Ms. Osbourne

Yes. At the wastewater facility, the digester that we have on-site, we do capture that gas, and we have energy recovery generators, and we do produce electric that we utilize internally. As far as the landfill, I'm not sure what the methane is doing there.

Commissioner Shea

That's probably separate.

Ms. Osbourne

Okay.

Commissioner Shea

That's not really moot. My thought is that versus sending it to the landfill and having a conflict scenario where it's intermingled with other materials.

Commissioner Shea

There may be an opportunity for us to expand digestion with the biosolids? And capture it towards, and I know at the state level there's other stuff to solve in terms of community power capacity and what needs to be done there to enhance Nashua and other communities. Abilities to generate their own power. My thought is just that. We put it with household trash it's a complex set of materials there versus an expansion of digestion facilities that may present an opportunity that allows for more efficient capture of value. And as you look at the solution for biosolids, that might be, I suspect, a potentially advantageous area to also evaluate.

Vice-Chairman Gregg

Well, thank you very much. Appreciate this. This was great.

Ms. August

Oh, I think we have just a couple--yup, just a--we've covered the big ones. Oh please--

Vice-Chairman Gregg

--no, no, go ahead. Go ahead.

Ms. August

As you can see here, what we show in the navy blue or top bar is revenue, and the bottom is negative or expenses. That yellow is tracking net revenue. As you can see here, we are not-- we are trying to build a fund balance responsibly. We're not having millions of dollars left over each year that contribute to a fund balance. We're trying to really maintain a neutral fund balance. We're not dipping in, but we're slowly building--responsibly building our fund balance without overestimating need and burdening the ratepayer as well. We're maintaining neutral or positive net revenue through 2030, staying kind of below that \$1M a year, and if there is a project that gets moved or is less expensive, that would reflect in that cash balance, but right now we're staying conservative there. Oh, I think that was it. Sorry, I thought I had one more. Appreciate all of your time, and please, let me know, and Frank, if you have any questions.

Mr. O'Brien

One thing I didn't hear you mention is involving futuristic projects. One thing I love about the City the right hand doesn't know what the left hand is doing sometimes, but there is that potential development. I'll just mention a potential neighborhood. Commercial Street, and from what I understand, that's part, maybe of the combination storm sewer district. It may or may not; I have to look at that. Our expert in the room, but if it is--if this is a large complex, this is going to put a tax on that combination type of system. This doesn't really cover that. Correct?

Mr. Ayotte

No, it does not.

Mr. O'Brien

So, we're going to have to look. Maybe if we do a little diligence and talking to the contractor some increase perhaps responsibility.

Mr. Ayotte

But you know, at some point if you want to add that project or make it into a project in the CIP and plug that in, then it can become part of the overall scenario that the rate model takes into account.

Mr. O'Brien

Right.

Ms. August

One thing to consider with development projects is whether that will be something that is a burden shared with the ratepayer or if the developer would be paying for an increase to the system capacity as part of the agreement for service.

Mr. O'Brien

And one more kind of follow-up to it through you to the Chair, the Director, excuse me, where do you think this is going to go? What committee do you think this is? Infrastructure, or do you think it might be to finance?

Ms. Fauteux

For the increase in the sewer?

Mr. O'Brien

Yeah.

Ms. Fauteux

I think it's going to Budget.

Mr. O'Brien

Going to the Budget.

Ms. Fauteux

I think.

Mr. O'Brien

That's him. Okay.

Ms. Fauteux

Yes. I think so because, yeah, I believe so.

Mr. O'Brien

I think, I'm not--

Ms. Fauteux

--but no it's also--let me correct that--it's also going to Personnel Administrative Affairs.

Mr. O'Brien

They're in charge of sewers?

Ms. Fauteux

You know what, I originally thought it would go to Infrastructure, but I think all rate increases go to Personnel Administrative Affairs.

Mr. O'Brien

Yeah, they kind of do--

Ms. Fauteux

--know that more than I do, but--

Mr. O'Brien

--but they understand sewers, I think.

Ms. Fauteux

Yeah, I--it would make sense for Infrastructure.

Mr. O'Brien

Oh yeah, right on time.

Ms. Fauteux

But I'm assuming it's going to go to Budget at some point because—

Mr. O'Brien

--but to that vein I'm not going to speak for my Chair, I'm only his Clerk. I think we would love to have these people if they can come in and to explain this at a budget meeting.

Ms. Fauteux

They're coming to Personnel and Administrative Affairs.

Mr. Dowd

So I think as long as they get a hard copy, if questions come up we can--

Mr. O'Brien

--yeah--

Mr. Dowd

--we can address them ahead--

Mr. O'Brien

--yup—

Mr. Dowd

I don't think they want to give the presentation three times.

Mr. O'Brien

No, I'd hate to do it to you folks. You're a great bunch, but you don't know our Board. I'll leave it at that.

Ms. Fauteux

But, Alderman O'Brien, you and Alderman Dowd will advocate so strongly for us, right?

Mr. O'Brien

You know that's true--

Mr. Dowd

-- explain it.

Vice-Chairman Gregg

--public record.

Mr. O'Brien

Well, if you want it to go away you got to pay.

Mr. Dowd

I think the rate increase that we're talking about gets reflected each year in the DPW budget. It's not something separate like the next item we're going to talk about.

Vice-Chairman Gregg

Great. Thank you. Nothing else?

Ms. August

No, sorry.

Ms. Fauteux

Thank you very much.

Vice-Chairman Gregg

Terrific, appreciate it. Appreciate your time, and thanks for your diligence.

Mr. Ayotte

And you have the presentation on the stick drive in there so you can have it.

VI. PUBLIC COMMENT REOPENING

Vice-Chairman, Matthew Gregg

Would it make sense to back (unintelligible). Excuse me, folks. Did you have anything that you had to address?

James Weston, City of Nashua Resident

I'm sorry.

Vice-Chairman Gregg

Coming in, did you have anything you needed to address?

Mr. Dowd

Public Comment.

Vice-Chairman Gregg

For Public Comment?

Mr. Weston

On this project, necessarily, no.

Vice-Chairman Gregg

No, in general.

Mr. Dowd

Anything.

Mr. Weston

In general. Yes.

Vice-Chairman Gregg

Okay. So, is there any objection to go back to--so we're going to go back to Item 4 and open up Public Comment again, so if you want to come and have a seat at the table right next to the microphone and just state your name and where you're from.

Mr. Dowd

Name and City is the new.

Vice-Chairman Gregg

Name and city is the new one.

Mr. Weston

Name and city, okay. James Weston. I just moved here five minutes away from here in Nashua.

Amanda Weston, City of Nashua Resident

I'm Amanda, and I just moved here with him. Yeah, we live at 6 Edmatteric Drive. So, we are the folks that are having issues with--

Mr. Weston

--stormwater, yeah, flooding. That's the reason why we came. First of all, it's the first--literally the first time that I had the opportunity to live in a space environment like this. We wanted to see what is it about, what are you guys talking about, and if like, I can see it's open to the public, share our thoughts. I know we do share with our fellow neighbors the same concerns that, apparently, lingering over the past, I want to say, 15 to 20 years have not been addressed, so just thought it's the space that I can share and know what your thoughts are, and what we can do to address those concerns. Do you want me to—

Vice-Chairman Gregg

Yeah, please elaborate on the issues just so that we have them in—

Mr. Weston

--perfect. Yeah, I appreciate it. Literally, we moved there a year ago at Edmatteric Drive with Dunstable, and there is a creek behind the house. When we bought the house, the house is not deemed in a flood zone. The flood zone is a little bit outside of the skirts of our land. Both us, neighbors across, neighbors before, and neighbors after did have last month a flood alert. We did suffer a little bit with that flood. That being said, talking to neighbors, talking to previous owner of the house that was something that they were never concerned about, but did happen three years ago: same scenario, same situation where they had all of a sudden a flood where the small creek became unmanageable. From hearing from all the neighbors, the problem is down the road where you have passages. First, passages under my street. The passages if I'm not mistaken a 36-inch pipe, apparently enough. Down the road, there is a second passage that according to neighbors as well, is only 18 inches wide, and that's the bottleneck that's unfortunately giving us all the hard time with the water backing up. And apparently, the issue from what they shared is that passage is under a driveway. So, city and state cannot do anything. The landlord apparently doesn't want to cooperate either. We are now really concerned that something that was rare might become more common, where we may have flood issues, and it's literally getting to our basement, and that did happen in the past with the previous neighbor where they lost everything in the basement. So, we're just concerned and

trying to understand what can be done, if anything in order to have studies done and engineered and looked at to see, okay, well if there is a lot of rain coming now and there is literally it's obvious, it is there you can see when it does flood all the water is stops there and does not go because there is not enough space for that, there's not enough through put for that water to keep going. So, we're just trying to see what can be done.

Vice-Chairman, Gregg

Okay. Well, thank you for your comments.

Mr. Weston

Yeah.

Vice-Chairman Gregg

We typically, just for the purpose of format we don't typically solution in these meetings.

Vice-Chairman Gregg

We've heard you, and we will have somebody potentially follow up.

Lisa Fauteux, Director, Division of Public Works

Right, I was just going to ask you, our City Engineer sitting right there.

Ms. Fauteux

Would you give him your contact information?

Mr. Weston

Yeah.

Ms. Fauteux

Your address and—

Mr. Weston

--yeah--

Ms. Fauteux

--and we'll look into help--

Mr. Weston

--yeah, I appreciate the opportunity. That's literally why I came. I had no idea what to do.

Vice-Chairman Gregg

Okay, great. Thank you. Awesome, and no other public comment? Alright, we will go to Item 6, the Board of Aldermen Referral.

VII. BOARD OF ALDERMEN REFERRAL

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

Discussion:

Vice-Chairman, Matthew Gregg

What is that?

Richard A. Dowd, Board of Aldermen

It's the sewer user fees.

Lisa Fauteux, Director, Division of Public Works

Yeah. It's increasing the sewer user rates.

Vice-Chairman Gregg

Oh, it's increasing, okay, so it's Item A. Okay, yup, so Item A, Commissioner Shea.

Motion by Commissioner Shea: To Approve The Increase In The Sewer User Fees Rates and Charges As Presented in the Meeting Packet.

MOTION CARRIED: Unanimously

Mr. Dowd

We have a little concern that we are--those bills go according to this, is going to be an increase starting in January. And those fees are collected separately.

Ms. Fauteux

Correct.

Mr. Dowd

So, it wasn't--it's nothing that was reflected in the budget. I know that, particularly, Nashua has a significant number of condo associations, and this increase is pretty steep for them. Especially, like Brylin, almost 500 units, which means they're like several hundred meters, and that increase is not reflected in their annual budget is a problem. So, I'm not as concerned about having to increase the sewer user fees, but I am concerned about when it gets applied.

Mr. Dowd

It should take effect the same time as the budget in July not January when--

Ms. Fauteux

--we have always--that's something we could look at it certainly, Alderman Dowd, but we've always initiated sewer increases in January, January 1, we've always done calendar year, but we certainly--that's something we could look at.

Mr. Dowd

Like one of the things that and probably solicited in the condo association, their budget is July to July or June, or their budget is January to December. It makes a big difference because they have to plan ahead.

Mr. Dowd

And I know most condo associations are already getting their next year's budgets solidified, and so they have a contingency plan to cover it, but this is a pretty significant increase, and the question I'm going to have when it comes to the budget is why did it go up so much.

Ms. Fauteux

Well, it was 10% last year, so this is actually a decrease, so I guess if I was a condo association I would be thinking it may not go down, so I guess I would have budgeted for a 10% like they had the year before at a minimum, so I think most of them will be pleased with a decrease.

Mr. Dowd

Yeah, if they think that far ahead.

Michael O'Brien, Sr., Board of Aldermen

Can I ask, on that, you're relying on the sewer fees based on what Pennichuck tells you of the water usage. So, you take the percentage of what the water demand is and apply it to the sewer fee. What comes in goes out.

Ms. Fauteux

The winter usage, correct.

Mr. O'Brien

Okay. When is that done? Would that need to be changed because I can understand what my colleague is saying about July to July would keep it kind of smooth because that's what we're thinking about, but however, I know we have another agency to get your numbers you're going to need it from Pennichuck—

Ms. Fauteux

--well--

Mr. O'Brien

--they supply it.

Ms. Fauteux

Yes and no. We could look at that. That will complicate things significantly because of the way the wastewater billings go out through Financial Services. It goes out through the calendar year, not the fiscal year, so that would have to be readjusted too. Not that it couldn't be done, but folks are used to--

Mr. Dowd

-- any way to project this ahead? Taxpayers believe me because we get calls all the time, don't like surprises, and all of a sudden they get a bill that's an increase, and they know nothing about it.

Ms. Fauteux

Well, yes.

Mr. Dowd

Guess who they call.

Ms. Fauteux

We, we do our best to try to forecast as much in advance. The problem is we're trying to keep the rates down as low as we possibly can. To be honest with you, the rates would probably be higher if we didn't wait until now. We wait until the last minute because we're really trying to forecast what projects are going hit when and also figuring out spreading them over the course of a few years, so we're really trying to dig deep to try, and we have a lot of regulatory issues, and we get permits that come in those factor in because there may be things that we need to do that we weren't expecting, so there is just so much that goes into this. We try to forecast as much as we can ahead, but.

Mr. Dowd

The vast majority of taxpayers are oblivious to what goes on in city government. And in December they're going to get a new tax bill, and right after they're going to get a new bill for wastewater.

Ms. Fauteux

Right.

Mr. Dowd

That's when they start saying "oh, my god." It's a significant increase.

Ms. Fauteux

Well, I think we can point to Manchester and say "We're having 7%, Manchester is having 19%, so I think we're doing a pretty good job of keeping our sewer rates.

Mr. Dowd

Some of our Aldermen pointed out, including one from this Ward, that we're not Manchester, and if they're not doing things correctly, that doesn't flow in us, and when we do something correctly, it does mean that they can do it. I mean, I understand, but I realize the property went down, but it just requires communication to the taxpayers up front, ahead of time.

Ms. Fauteux

We, we, I have to be fair, though I think we have communicated. I think we've been communicating. We were expecting a 6% to 7% increase, and we have said that right along. Could we have come in with this earlier? Maybe again, as Frank mentioned, I am working really hard to keep these rates as low as we possibly can, but it's a very, very expensive facility. Years ago there was a--it wasn't this Board, of course, but another Board of Aldermen made the decision to get rid of a whole lot of money that was in the User Fund and shouldn't have done that, and so now we're trying to get it back to where it should be.

Mr. Dowd

We're suffering in a number of places since that happened.

Ms. Fauteux

But that's why we're trying to do the three years so that people will know and will be able to forecast what it is, what their rates will be.

Mr. Dowd

When this comes before Budget we got to have a good presentation on the fact that this rate went down.

Ms. Fauteux

Correct.

Mr. Dowd

That will help.

Ms. Fauteux

Okay. Will do.

Vice-Chairman Gregg

Commissioner Shea, did you?

Commissioner, Paul Shea

Yeah, just a suggestion to help with communication. I wonder if it might help to--because we had a really great presentation today on the process and what goes into it and all the details and some history. If it might be of help to ratepayers to have a link, because all these meetings are up on YouTube. To have a link to the YouTube meeting, the YouTube video of this meeting with either a QR code or a shortened web link, where it says for our semi-annual update on rate increases and all that. Worded nicely, obviously not like that.

Ms. Fauteux

Sure.

Commissioner Shea

Something like that might be helpful, and also relaying it to the Board of Aldermen to bring their attention to the availability of this meeting, so if they're not able to make it to Personnel for the presentation, that might be helpful to them as well.

Ms. Fauteux

We will. That's a good suggestion. We will post this presentation on our website too, and we also can post it on Facebook too because we get a lot of hits on Facebook, but this will be--this presentation will be given to the Board of Aldermen; we just wanted the Board of Public Works to see it first.

Commissioner, June Lemen

Just a quick thing: the other thing you might do is emphasize what he said that it's going down, but you also do a comparison, just the simple things.

Ms. Fauteux

Yeah.

Commissioner Lemen

How much other things have gone up. If you look at eggs or something, but that will help the ratepayers go, "Oh, okay, I get it."

Commissioner Shea

And would we have the ability to put it in the bill? Most people get a bill by mail, right?

Ms. Fauteux

With the--

Commissioner Shea

--with their bill, so in their--

Commissioner Lemen

--oh yeah--

Commissioner Shea

--their wastewater bill just a one line or whatever might fit just a brief description of what this presentation is and the HTML link and maybe a QR code would probably get more people to feel like they can just put their phone camera on it. I don't know what our capacity for adding a bit of a note with the bill, but that might be a good way to help communicate. We don't have everybody's email address so we can't do it that way. Newspaper—

Ms. Faunus

--we don't have any--

Commissioner Shea

--yeah, so--

Mr. Dowd

The most important words would be: this is a decrease from previous years.

Commissioner Shea

Yeah--

Commissioner Lemen

--right, start with that—

Commissioner Shea

Some proper wording and a link, and that would help to kind of clear the air I think.

Vice-Chairman Gregg

Just to be clear, it's a decrease and an increase.

Commissioner Lemen

--yeah

Vice-Chairman Gregg

--not a decrease.

[Laughter]

Mr. Dowd

--increase is a decrease--

Ms. Fauteux

--right, right.

Commissioner Shea

Thank you.

Ms. Fauteux

Okay.

Vice-Chairman Gregg

Okay, great. Any other--we've already voted on Item VI(a), so we can move on to the Street Department.

VIII. STREET DEPARTMENT

A. Motion: To Approve The Sole Source Purchase Of Various Signs, Replacement Poles And Proprietary Items Related To Signs, Pavement Paint And Paint Machine Replacement Parts From Perma-Line Of New England Of Brockton, Massachusetts In The Amount Not To Exceed \$38,000.00. Funding Will Be Through Department: 161 Streets; Fund: General; Account Classification: 61 Supplies And Materials.

Vice-Chairman, Matthew Gregg

For Item A, Commissioner Lemen

Motion by Commissioner Lemen: To Approve The Sole Source Purchase Of Various Signs, Replacement Poles And Proprietary Items Related To Signs, Pavement Paint And Paint Machine Replacement Parts From Perma-Line Of New England Of Brockton, Massachusetts In The Amount Not To Exceed \$38,000.00. Funding Will Be Through Department: 161 Streets; Fund: General; Account Classification: 61 Supplies And Materials.

Jon Ibarra, Superintendent, Street Department

Good evening, Jon Ibarra, Superintendent of Streets. This is an annual procurement through our vendor, Perma-Line. They supply all our street signs, our paint supplies, machines for striping, and this money will be awarded out of our or encumbered out of the operating budget, and I'm happy to answer any questions.

Vice-Chairman Gregg

Any discussion?

MOTION CARRIED: Unanimously.

B. Motion: To Approve The Sole Source Purchase Of Asphalt And Aggregates From Brox Industries Of Hudson, New Hampshire And Continental Paving Of Londonderry, New Hampshire In The Amount Of \$147,000.00. Funding Will Be Through Department: 161 Streets; Fund: General; Account Classification: 61 Supplies And Materials

Vice-Chairman, Matthew Gregg

Item B, Commissioner Shea.

Motion by Commissioner Shea: To Approve The Sole Source Purchase Of Asphalt And Aggregates From Brox Industries Of Hudson, New Hampshire And Continental Paving Of Londonderry, New Hampshire In The Amount Of \$147,000.00. Funding Will Be Through Department: 161 Streets; Fund: General; Account Classification: 61 Supplies And Materials

Jon Ibarra, Superintendent, Street Department

Jon Ibarra, Superintendent of Streets. This is also an annual occurrence out of our operating budget. This will encumber the monies from the budget to do business with Brox and Continental. They're located right over the bridge and very convenient for our daily operations in asphalt, whether we've paving, mill and fill, or we're doing a sewer dig and we need stone or aggregates, and I'm happy to answer any other questions.

Discussion:

Vice-Chairman Gregg

Alderman Dowd.

Richard A. Dowd, Board of Aldermen

(Unintelligible) sidewalks.

Mr. Ibarra

Pardon?

Mr. Dowd

Do you also handle sidewalks?

Mr. Ibarra

Yes, we do.

Mr. Dowd

The sidewalk on West Hollis Street alongside the--what's the cemetery's name?

Michael B. O'Brien, Sr., Board of Aldermen

St. Louis?

Commissioner, June Lemen

No, the big one.

Mr. Dowd

No, the big one.

Mr. Ibarra

Heading into town?

Mr. Dowd

That sidewalk is in terrible shape. In fact, the sidewalks all down and a significant portion of that street are in terrible shape. I mean dangerous shape.

Mr. Dowd

Do we have any plans? First of all, my basic question was: do those fall under DPW or do they fall under the cemetery? A different--

Lisa Fauteux, Director, Division of Public Works

--Jon, I'll take this one. No. It falls under the City, but we don't have any sidewalk money. That's what we need. We have a plan that the city engineers put together a great transition plan for doing lots of sidewalks. We just need money. That's our problem. And that sidewalk--

Mr. Dowd

--the answer I was looking for--

Ms. Fauteux

I know. That sidewalk, so maybe the budget Chair could help us with that.

Mr. Dowd

Yes.

Ms. Fauteux

But that is one of our priorities we do realize that that's a problem. That's too big a job for the Street Department.

Mr. Dowd

Okay.

Ms. Fauteux

We do small sections--

Mr. Dowd

I figured that was the answer, but I just wanted to get it out.

Mr. Ibarra

No, we do trip hazard repairs.

Mr. Dowd

This is way beyond that.

Commissioner Paul Shea

If I may, that rang a bell for me. I got a constituent report; I think it's the small, like trip hazard scenario at 24 King Street. I suggested that they go into SeeClickFix and put it in, but they might have a little trouble with computers and stuff. So, I figured that was worth a mention.

Mr. Ibarra

24 King?

Commissioner Shea

24 King.

Mr. Ibarra

Noted; we'll check it out tomorrow.

Commissioner Shea

Appreciate it. Thanks, Jon.

Mr. Ibarra

Any other questions?

Vice-Chairman Gregg

Alright, if there's nothing else.

MOTION CARRIED: Unanimously

IX. PARKS DEPARTMENT

A. Motion: To Approve The Installation Of Equipment For A Splash Pad At Jeff Morin Park From Waterplay Solutions, Of Rochester, Massachusetts, In The Amount Of \$205,758.00 Pursuant To Sourcewell Contract #010521-WTR; Pending CBDG Funds.

Vice-Chairman, Matthew Gregg

Moving on to the Parks Department. Sorry, Commissioner Lemen.

Motion by Commissioner Lemen: To Approve The Installation Of Equipment For A Splash Pad At Jeff Morin Park From Waterplay Solutions, Of Rochester, Massachusetts, In The Amount Of \$205,758.00 Pursuant To Sourcewell Contract #010521-WTR; Pending CBDG Funds.

Bryan Conant, Superintendent, Parks Department

Good evening, I'm the Park Superintendent, Bryan Conant. Two hundred thousand from CBDG funds will go towards this. The additional or remaining five thousand seven-hundred Fifty-eight will come out of our operating budget. I do want to say that we already have the splash pad features, okay, that went through this Board, and it went through Finance. We actually have them in our possession. This will pay to install those splash pad features and create the eventual splash pad at Jeff Morin Park. We've already had a playground pass this Board and passed the Finance Committee, and I really do, like I wrote in the discussion, this is really going to enhance a park that has not been used really at all, and I'd be happy to answer any questions on this if there are.

Discussion:

Commissioner June Lemen

I just want to say I'm very excited about this, but I also think we need to have the biggest press release ever because just the mishigas around the Greeley--

Mr. Conant

--wading pool--

Commissioner Lemen

--wading pool. I weighed in; I kept saying people there's a process. We've known about it. People are just not listening. So, I really think that we should contact whoever you contact, either it's Nashua Inc. League or Nashua Independent, and make the deal because it needs to be noted that DPW is listening to the citizens of this city and giving them what they want. We've made a lot of city park improvements, and I know people are happy with them when I speak to

them privately, but it's all the people online are saying, "They're taking away our pools. They're not doing anything." I'm just saying, a nice picture of you shaking the hands of the installer.

Mr. Conant

Well, I don't know about that.
Commissioner Lemen

Well, if you watch it.

Mr. Conant

Well, you definitely don't want a picture of that. But I think that's a great suggestion. I think you're right; I think in today's world we really need to be effective communicators and educate people. I think we live in a world where it's so easy to comment when you're misinformed or uninformed. I completely agree with you, Commissioner Lemen.

Commissioner Lemen

But I agree it's an underused park, and that would add--yeah, it would be great.

Mr. Conant

I'm glad you feel that way.

Richard A. Dowd, Board of Aldermen

I hate to keep bringing this up, but first of all I think Stellos is great (inaudible) and it's being managed very well, but have we finalized that agreement on managing Stellos before I sign off on this thing being done?

Ms. Fauteux, Director, Division of Public Works

Not yet.

Mr. Dowd

(inaudible) School department will be all over it.

Ms. Fauteux

No, it's just a combination of we're trying, we've got so many irons in the fire right now that that's just sort of--we're already maintaining it, and we have a great relationship with the School Department and Lisa Gingras and Shawn and everything that it's just--because it's an internal it's just something that has just sort of—

Mr. Dowd

--a number of issues revolving around—they are paying us under the terms of the new contract, but they haven't signed it. Bishop Burton hasn't signed it. If they don't sign that contract pretty quick--Stellos--

Ms. Fauteux

That doesn't have anything to do with Public Works; that's the School Department.

Mr. Dowd

(inaudible) there were two things hanging out, and I can't see why it hasn't been resolved.

Vice-Chairman Gregg

Commissioner Shea.

Commissioner Paul Shea

I saw that we have a new field facility that's in development, and I think it's just a track facility. Is it just a track facility, or is there going to be football there too?

Mr. Conant

I think there's going to be--I think it's going to be a multi-sport facility. I think it's going to encompass more than just a track.

Commissioner Shea

That may or may not have anything to do with the status of that contract--

Mr. Dowd

--it's not a stadium; there's no seating.

Mr. Conant

I know that the Dunstable Land Trust reached out to me and they wanted to know about crumb rubber, and so I would imagine there's some sort of synthetic going in there, but I haven't personally seen any plans.

Commissioner Shea

Yeah, okay.

Vice-Chairman Gregg

Okay.

Commissioner Shea

So this is a moot point; I'm probably late to it. I've been doing some research on the value of using proper piping for pool facilities in terms of water cleanliness, and do you have all the pipes and everything? It sounds like you have all the supplies and everything for this lined up.

Mr. Conant

We have all the above-ground features, and we have just about, yeah, everything for the manifold. Yes, we do.

Commissioner Shea

Okay. And I'll probably bring this up and we'll probably be too late to the game in terms-- whenever more pools stuff comes up if anymore of that comes our way. I have an interest in seeing us use copper piping even though it might be a little more expensive because it has a added antimicrobial benefit to facilities like these especially when they have high utilization with people or their bodies being in them. There may be--there is a health benefit to using copper piping for both the lines that supply the water to the feature as well as using them in the either recycling or back and forth through the filtration systems, so as we move forward with public water facilities pools for me I would love to see us lean in on using copper piping both for durability and public health benefit as we look at these projects. And again, maybe I might be a little late to the game on these things, but I would be remiss if I didn't say it out loud because it lives in my heart. So, yeah.

Mr. Conant

Okay. That's something we can definitely look into. I know that we just--the Director and I and other people within Public Works we just started to get into talks with, well, not just in talks, but we're in talks with HL Turner. We've settled on a design for the Rotary pool. Nothing is finalized yet, so that's something we could definitely work in there, maybe as an alternate to see what the difference is. I mean, you bring up some great points. I will say that I would think copper would be a little bit more expensive than the PVC that's there currently right now, but I will definitely--something we'll look into.

Commissioner Shea

Much appreciated.

Mr. Conant

You're welcome.

Commissioner Shea

Thank you.

Mr. Dowd

Quick question. This may not fall under your purview (inaudible).

Mr. Conant

Depends on what roundabout.

Ms. Fauteux

Which roundabout?

Mr. Dowd

(Inaudible). I ask because it's long overdue for mowing, and somebody planted two sunflowers in there, which is fine. Somebody seems to be taking care of but I doubt it was us that planted them. It quite frankly looks like hell.

[Laughter]

Mr. Dowd

Not the sunflowers. The fact that it hasn't been mowed and there's no real grass there. Every time I see the one at Nashua High North, I go this one should have something.

Ms. Fauteux

I don't know we can look into it.

Mr. Conant

Yeah, and what roundabout are you referring to?

Mr. Dowd

North Southwood.

Mr. Conant

North Southwood. That's in the, yeah--

Ms. Fauteux

Is that the one that's getting?

Mr. Conant

No that's not the one that's being redone. The one on the other side of the road next to Alex's Shoes is being redone by the businesses that are over there. I believe the one you're referring to is on the other side of the road on your way into the business plaza.

Mr. Dowd

Yeah, the one by Tinker.

Mr. Conant

Yup, okay. I'll look into it, Alderman Dowd.

Vice-Chairman Gregg

So for the motion to approve the installation of equipment for a splash pad at Jeff Morin Park.

MOTION CARRIED: Unanimously.

X. WASTEWATER DEPARTMENT

A. Motion: To Approve The User Warrants As Presented.

Vice-Chairman, Matthew Gregg

Moving on to Wastewater. What time is the meeting supposed to start?

Lisa Fauteux, Director, Division of Public Works

5:30.

Vice-Chairman Gregg

5:30. Okay, 20 minutes. Item A, Commissioner Shea.

Motion by Commissioner Shea: To Approve The User Warrants As Presented.

MOTION CARRIED: Unanimously.

B. Motion: To Approve Amendment 1 In An Amount Not To Exceed \$46,500.00 With ADS Environmental Services, LLC Of Huntsville, Alabama For The Flow Monitoring Of The Collection System. Funding Will Be Through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 55 Other Services.

Vice-Chairman, Matthew Gregg

Item B, Commissioner Lemen.

Motion by Commissioner Lemen: To Approve Amendment 1 In An Amount Not To Exceed \$46,500.00 With ADS Environmental Services, LLC Of Huntsville, Alabama For The Flow Monitoring Of The Collection System. Funding Will Be Through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 55 Other Services.

Noel Osbourne, Operations Supervisor, Wastewater Department

Noel Osbourne, Supervisor, Wastewater. This amendment is to provide the real-time notification of subscribers to potential CSO discharge. It's one of the new requirements of our NPDES, our discharge permit with the EPA and we have to have this in place by February 1st, which is completely, it's completely doable with the amendment. ADS works with large communities such as the NWRRA for Boston and they have had a lot of success with this program. Massachusetts has had this requirement for years. There is a lot of success with this program.

Vice-Chairman Gregg

Alright, any discussion? Questions?

Commissioner, Paul Shea

I have a question relative to CSO discharge if I may and it's a constituent report. South of the Hudson bridge maybe about a quarter to a half a mile I had a constituent who boats and reported that there some odor there like a sewerage kind of odor. Should there be anything like that at those discharge sites? I don't think so. right?

Ms. Osbourne

The discharge sites wouldn't provide an odor necessarily.

Commissioner Shea

Yeah.

Ms. Osbourne

A lot of them have mechanisms so that you can't just go into them, the water would come out so like a duck bill or some other mechanism. There shouldn't be odor from the CSOs.

Commissioner Shea

That might be something to inspect. I don't know exactly which one it was. I know that they said it was just south, there's like a circular port where the train goes over and I guess it was just south of that. And so that might be something to look into because my understanding is that that water is treated when there is overflow and I wouldn't anticipate that there wouldn't be any sort of odor in anything that discharged from there, so it's probably worth reporting.

Ms. Osbourne

We'll definitely look into it.

Commissioner Shea

Appreciate it. Thank you.

Vice-Chairman Gregg

Any other discussion?

MOTION CARRIED: Unanimously.

C. Motion: To Approve The Contract With Hazen And Sawyer In An Amount Not To Exceed \$116,462.73 For The Feasibility Evaluation Of Long-Term Biosolids Management And Disposal At The Nashua Four Hills Landfill. Funding Will Be Through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 53 Professional & Technical Services.

Vice-Chairman, Matthew Gregg

Item C, Commissioner Shea.

Motion by Commissioner Shea: To Approve The Contract With Hazen And Sawyer In An Amount Not To Exceed \$116,462.73 For The Feasibility Evaluation Of Long-Term Biosolids Management And Disposal At The Nashua Four Hills Landfill. Funding Will Be Through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 53 Professional & Technical Services.

Noel Osbourne, Operations Supervisor, Wastewater Department

Again, Noel Osbourne, Operations Supervisor, Wastewater. This is what I kind of alluded to in the presentation where Class A biosolids we're seeing a cost increase. We're looking at some feasibility options for the utilization of the biosolids at the Four Hills Landfill. This evaluation is going to look at whether or not we need odor control, what we can amend the solids with to bring to a higher percent solids, what the landfill needs as far as permits; we'll work with the landfill folks directly to see what they need for permits and just short-term and long-term feasibility.

Vice-Chairman Gregg

Any discussion? Commissioner Shea.

Commissioner Paul Shea

I imagine this is too big a question for this contract and it's what I had mentioned earlier. I'm wondering if we could add to this perhaps under something that comes before us in the future. The evaluation of an alternate route for these biosolids through some sort of digestion and collection. I don't know the deep science behind this stuff; I just have some surface level familiarity, and so I'll, of course, support this. I would just ask that as we evaluate this, perhaps we also look at that as an alternative method. Is that something we could look into, Director?

Lisa Fauteux, Director, Division of Public Works

Yeah. I think I can see it on Noel's face. I think that's not possible.

Commissioner Shea

Okay.

Ms. Fauteux

But, but it's a good idea and we do need to look at other alternatives, but I think at another time we might want to—maybe even bring the commissioners to the wastewater treatment plant and just sort of like go through the entire process and explain how everything works because to your point, Commissioner Shea we will be looking at alternatives to try to reduce the cost because this drying permit is just it's ridiculous. So we're trying to find a way that we can and a contract will be forthcoming, I think, for that as well, but we're trying to find a way, and this is going to look at that. Somehow we have to dry the biosolids a little bit, but we don't really need to get to Class A. If we bring them to the landfill, there are huge savings in that, and we can just use it for cover at the landfill. So it's kind of a win/win, and we're fortunate enough to be in that position, but Hazen is going to look at other options—some other opportunity that we could do rather than going through the process. Because the other thing too that wasn't mentioned—I just want to mention quickly, and I know we're short on time is that this drying method doesn't take care of PFAS which is a problem. Even if you dried it enough to be able to land-apply it nobody is going to want to land-apply PFAS, so bringing it to the landfill is a win/win for the City, at least for now, until we can figure out how to get rid of it.

Commissioner Shea

Yeah, I'd love to come down. I don't think I've had a chance yet.

Ms. Fauteux

You should plan that.

Commissioner Shea

I would appreciate an opportunity to understand the science a little more, and that's great.

Ms. Fauteux

And Dave and Noel both love to get into it, the deep science of it all.

Ms. Osbourne

We really do.

Ms. Fauteux

I will, I will.

Commissioner Shea

Thank you.

Vice-Chairman Gregg

Alderman Dowd.

Richard A. Dowd, Board of Aldermen

Maybe we could open the invitation to the Aldermen to take a tour because I think we're oblivious as to where it is and what it does, and we have this every budget season. I'd be nice if the Aldermen got an opportunity to visit.

Ms. Fauteux

That's a great idea.

Vice-Chairman Gregg

Any further discussion on this?

MOTION CARRIED: Unanimously

XI. SOLID WASTE DEPARTMENT

A. Motion: To Approve The Purchase Of Recycling And Trash Carts And Cart Lids For Curbside Collection For FY27 In An Amount Not-To-Exceed \$145,000.00 From Toter, Inc. Of Statesville, North Carolina. Funding Will Be Through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 71 Equipment.

Vice-Chairman, Matthew Gregg

Alright, moving onto Solid Waste. Okay, Item A, I believe Commissioner Shea

Motion by Commissioner Shea: To Approve The Purchase Of Recycling And Trash Carts And Cart Lids For Curbside Collection For FY27 In An Amount Not-To-Exceed \$145,000.00 From Toter, Inc. Of Statesville, North Carolina. Funding Will Be Through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 71 Equipment.

Jeff Lafleur, Superintendent, Solid Waste Department

Jeff Lafleur, Superintendent of Solid Waste. This is my annual request for toters to replace the ones are broken out on curbside, and buying some recycling carts for residents to purchase. I'd also as is stated for replacement parts for anything that's broken curbside that my guys go out and take care of repairing.

MOTION CARRIED: Unanimously

B. Motion: To Approve A Three-Year Engineering Services Contract With Sanborn Head & Associates Of Concord, New Hampshire In The Amount Of \$87,750.00 For FY2027 Through FY2029. Landfill Gas Telemetry Monitoring & Support. Funding Will Be Through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 53 Professional And Technical Services.

Vice-Chairman, Matthew Gregg

Item B, Commission Lemen.

Motion by Commissioner Lemen: To Approve A Three-Year Engineering Services Contract With Sanborn Head & Associates Of Concord, New Hampshire In The Amount Of \$87,750.00 For FY2027 Through FY2029. Landfill Gas Telemetry Monitoring & Support. Funding Will Be Through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 53 Professional And Technical Services.

Jeff Lafleur, Superintendent, Solid Waste Department

Jeff Lafleur, Superintendent of Solid Waste. This is just what it says it's for three years. It's for landfill gas telemetry. It's all the monitors and everything that are inside our landfill telling us the water that's on our liners and keeping us up with our regulations.

Discussion:

Vice-Chairman Gregg

Just a quick question. Does this include--this is an engineering services contract. This is for the labor for the hardware to this, or is this software-related?

Mr. Lafleur

It's software. It's all software, so we run off a software that Sanborn Head generated so it all combines everything all together so we can see everything on one software.

Vice-Chairman Gregg

Okay. And so this is for update and for support.

Mr. Lafleur

Yes sir.

Vice-Chairman Gregg

Any other questions?

MOTION CARRIED: Unanimously

C. Motion: To Approve An Engineering Services Contract With Sanborn Head & Associates Of Concord, New Hampshire In The Amount Of \$46,500.00 To Provide Engineering Design, And Construction Quality Assurance Oversight For The 2026 Phase III Landfill Temporary Cap System. Funding Will Be Through: Department: 168 Solid Waste; Fund: Bond; Activity: Gas Expansion Zig Zag Design.

Vice-Chairman, Matthew Gregg

Item C, Commissioner Shea.

Motion by Commissioner Shea: To Approve An Engineering Services Contract With Sanborn Head & Associates Of Concord, New Hampshire In The Amount Of \$46,500.00 To Provide Engineering Design, And Construction Quality Assurance Oversight For The 2026

Phase III Landfill Temporary Cap System. Funding Will Be Through: Department: 168 Solid Waste; Fund: Bond; Activity: Gas Expansion Zig Zag Design.

Jeff Lafleur, Superintendent, Solid Waste Department

Jeff Lafleur, Superintendent of Solid Waste. As you see Sanborn Head does a lot for our landfill. They're our preferred engineers they know everything and anything about our landfill. This particular one is for our Phase III Zig Zag temporary cap. I've come before you three or four times now, every time that we go up with our landfill we just try a temporary cap to help us save with or emissions and everything. I'm anticipating that this will be our last one; we're actually going to up and over the top of the Phase III landfill as we're preparing to go into our new Phase IV landfill. This will help us take stormwater out of our landfill, push it out, give us some nice clean water up to our catch basins, and this will keep the leachate underneath that landfill, and help us capture all the gases coming out of it.

Vice-Chairman Gregg

Discussion?

MOTION CARRIED: Unanimously

D. Motion: To Approve An Engineering Services Contract With Sanborn Head & Associates Of Concord, New Hampshire In The Amount Of \$74,000.00 For Design, And Construction Quality Assurance Oversight For The 2026 Landfill Gas Collection System Modification Work. Funding Will Be Through: Department: 168 Solid Waste; Fund: Bond; Activity: Landfill Gas Expansion.

Vice-Chairman, Matthew Gregg

Item D, I think it was Commissioner Lemen.

Motion by Commissioner Lemen: To Approve An Engineering Services Contract With Sanborn Head & Associates Of Concord, New Hampshire In The Amount Of \$74,000.00 For Design, And Construction Quality Assurance Oversight For The 2026 Landfill Gas Collection System Modification Work. Funding Will Be Through: Department: 168 Solid Waste; Fund: Bond; Activity: Landfill Gas Expansion.

Jeff Lafleur, Superintendent, Solid Waste

Jeff Lafleur, Superintendent of Solid Waste. This is a gas expansion that we're going to be doing on top of the Phase III landfill before we cap it we wanted to capture as much gas and put in enough wells so we don't have any emissions problems.

Vice-Chairman Gregg

Questions? Discussion?

MOTION CARRIED: Unanimously

E. Motion: To Approve The Contract With SCS Field Services Of Reston, Virginia In The Amount Of \$400,143.00, For Infrastructure Improvements Related To The Four Hills Landfill Leachate PFAS Removal And Destruction Pilot Test Project. Funding Will Be Through Department: 168 Solid Waste; Fund: Grant; Activity: PFAS Pilot Program.

Vice-Chairman, Matthew Gregg

Item E, Commissioner Shea.

Motion by Commissioner Shea: To Approve The Contract With SCS Field Services Of Reston, Virginia In The Amount Of \$400,143.00, For Infrastructure Improvements Related To The Four Hills Landfill Leachate PFAS Removal And Destruction Pilot Test Project. Funding Will Be Through Department: 168 Solid Waste; Fund: Grant; Activity: PFAS Pilot Program.
Jeff Lafleur, Superintendent, Solid Waste Department

Jeff Lafleur, Superintendent of Solid Waste. This is part of the grant project that we had going to help do the pilot program for removal of PFAS out of our leachate system. This \$400,000.00 request is going to be putting in the infrastructure getting prepared for the actual test pilot program. We're hopefully going to try to get this in this fall, so we'll be prepared ready for spring to do the pilot program.

Vice-Chairman Gregg

Any discussion? Oh.

Michael B. O'Brien, Sr., Board of Aldermen

Yeah, we're paying to mitigate PFAS here, which I agree with but then we going to be adding with the biosolids; is that correct of what you said?

Lisa Fauteux, Director, Division of Public Works

There is some in the biosolids; however, the leachate at the landfill goes to the wastewater treatment plant, so right now the landfill is the largest supplier of PFAS to the wastewater treatment plant. So, they're giving some back.

Mr. O'Brien

Yeah, well I get tested on a regular basis thanks to Mr. PFAS.

Vice-Chairman Gregg

Any other comments? Questions?

MOTION CARRIED: Unanimously

XII. ENGINEERING DEPARTMENT

A. Motion: To Approve The Sewer Service Permits And Fees As Submitted.

Vice-Chairman, Matthew Gregg

Moving on to the Engineering Department. Item A, Commissioner Lemen.

Motion by Commissioner Lemen: Motion: To Approve The Sewer Service Permits And Fees As Submitted.

MOTION CARRIED: Unanimously

B. Motion: To Approve The Pole License Petitions As Listed In The Staff Report.

Vice-Chairman, Matthew Gregg

Item B, Commissioner Shea.

Motion by Commissioner Shea: Motion: To Approve The Pole License Petitions As Listed In The Staff Report.

MOTION CARRIED: Unanimously

C. Motion: To Approve A Drainlayer's License For Ernie's Excavation Of NH, LLC Of Manchester, New Hampshire In Accordance With Nashua City Code §255-19 And Authorize The Division Of Public Works To Temporarily Suspend The License If Work Is Found To Be Unsatisfactory During An Initial 6-Month Probationary Period.

Vice-Chairman, Matthew Gregg

Item C, Commissioner Lemen.

Motion by Commissioner Lemen: To Approve A Drainlayer's License For Ernie's Excavation Of NH, LLC Of Manchester, New Hampshire In Accordance With Nashua City Code §255-19 And Authorize The Division Of Public Works To Temporarily Suspend The License If Work Is Found To Be Unsatisfactory During An Initial 6-Month Probationary Period.

Dan Hudson, P.E., City Engineer

Good afternoon, Dan Hudson, City Engineer. I think the motion is fairly self-explanatory so I won't belabor going into any deeper. Happy to address any questions anybody may have.

MOTION CARRIED: Unanimously

D. Motion: To Approve A Drainlayer's License For Form-Up Sitework, LLC Of Rindge, New Hampshire In Accordance With Nashua City Code §255-19 And Authorize The Division Of Public Works To Temporarily Suspend The License If Work Is Found To Be Unsatisfactory During An Initial 6-Month Probationary Period.

Vice-Chairman, Matthew Gregg

Item D, Commissioner Shea.

Motion by Commissioner Shea: To Approve A Drainlayer's License For Form-Up Sitework, LLC Of Rindge, New Hampshire In Accordance With Nashua City Code §255-19 And Authorize The Division Of Public Works To Temporarily Suspend The License If Work Is Found To Be Unsatisfactory During An Initial 6-Month Probationary Period.

Dan Hudson, P.E., City Engineer

Dan Hudson. Same story.

[Laughter]

MOTION CARRIED: Unanimously

E. Informational: Street Opening Permits issued for Streets in Moratorium.

Vice-Chairman, Matthew Gregg

Item E is just informational. In the interest of time—

Richard A. Dowd, Board of Aldermen

One, I want to thank Dan for the outstanding job of fixing that Tinker Road curve. It's in, the guardrail is in, looks great. The other question I have is: has Matt Sullivan talked to about the site line issue on Tinker?

Mr. Hudson

Related to the subdivision?

Mr. Dowd

Yeah.

Mr. Hudson

Yeah, we had evaluated that during the approval of that subdivision through the Planning Board, but you're talking about? I don't know what grading they've done yet.

Mr. Dowd

The current issue is that they've cleared the land on either side of the pole, which is the land that was holding the pole up primarily and that pole was right in the site line, so what do we do with that pole?

Mr. Hudson

Yeah, I'd have to review the subdivision plan to see if it was--that was covered or not, but we'll take a look at that.

Mr. Dowd

Alright, thanks.

Mr. Hudson

Thank you.

Michael B. O'Brien, Sr., Board of Aldermen

If I may, point to the Chair we're getting to 5:30, not asking you to expedite this meeting, but can you just make--if the Chair wants to make the announcement that immediately following this meeting we're going to the Joint Infrastructure of Public Works Committee. I guess I made that.

Commissioner Shea

Yeah, we can do a non-public after. Is that what you're asking for?

Mr. O'Brien

Hugh?

Ms. Fauteux

No. Yeah, we have to do our non-public.

Vice-Chairman Gregg

Okay.

Ms. Fauteux

And we have an extensive one.

Vice-Chairman Gregg

The thing that I would say though, is that for the Director's Report we could potentially—

Ms. Fauteux

--hold that--

Vice-Chairman Gregg

--hold that for next month if that's okay with her, with the Commissioners.

Commissioner Shea

That's okay?

Ms. Fauteux

Yeah.

Commissioner Shea

Yeah, no objection.

Vice-Chairman Gregg

Okay, so we will skip the Director's Report. Commissioners' Comments.

XIII. **COMMISSIONER COMMENTS**

Vice-Chairman, Matthew Gregg

Commissioner's Comments: Are there any?

Commissioner, June Lemen

I just have one. I've been getting constituent calls about political signs. Now, and Sue Newman has already apologized profusely to me for calling me and saying she knows she's a pain in the neck, but I understand the concern. I mean, particularly because there are signs on the cemetery land, which is tacky besides being illegal. And so, we were discussing what is to be done about this every year. I mean I don't care if it's a republican, if it's a democrat or an Independent. Signs should not be on public land, and I know it's our job, so I said-- I mean I know that-- what is the rule? Public Works has to pick them up? Can Commissioners of Public Works pick them up, particularly when they're near their yard, and bring them to you?

Ms. Fauteux

Are they on City property?

Commissioner Lemen

Yeah, I believe Edgewood Cemetery is City property.

Ms. Fauteux

Yes. Typically and Sue Newman calls here frequently too, and we will pick them up. Do we chase them? Not necessarily, but if we see them, we will pick them up on City property.

Commissioner Lemen

Okay.

Ms. Fauteux

But we're not necessarily driving around the City looking for them. But I will say that I know that Code Enforcement does a sweep, I believe, once or twice a week.

Commissioner Lemen

Okay.

Ms. Fauteux

Of the City, but if you just call us we'd be happy to pick them up. We'll pick them up the same day.

Commissioner Lemen

Okay.

Ms. Fauteux

There's a lot of confusion between City property and city right-of-way. We cannot pick up signs on city right-of-way because that's somebody's property.

Commissioner Lemen

Right.

Ms. Faunus

But if it's on City property, absolutely.

Commissioner Lemen

So I would say the Soldier and Sailors Monument that's City property.

Ms. Fauteux

Correct.

Commissioner Lemen

Okay.

Ms. Fauteux

Yes. If there's ever, just let us know.

Richard A. Dowd, Board of Aldermen

Businesses advertising in the City right-of-way. Tinker Road (unintelligible); now they're sticking them up high on telephone poles.

Commissioner Lemen

I saw that too.

Unknown Speaker

That's illegal too.

Ms. Fauteux

If they're—see, we wouldn't chase them probably on telephone poles because those poles don't belong to us, but if they are on City property, we certainly will.

Mr. Dowd

They're on City property.

Ms. Fauteux

If they're on City property, we'll certainly remove--

Alderman Johnson

Well, I'm getting emails about that also all around this area but I think there might be an ordinance about poles too. I don't know if they're allowed to put them on any poles I would double-check that. I believe there is. There might be.

Vice-Chairman Gregg

Okay. Any more comments?

Commissioner Shea

Just briefly, we've been having an exploratory group talking about how to expand activity and welcome the community for more programming at Holman Stadium. We've had some really good early discussions going with Superintendent Conant next week sometime; we have our meeting on September 1st and then the following week we're going to be doing testing for projections to potentially post movie nights on the field and see what the throw for the projector looks like on that batter's eye in the center field. We would also like to add Pam Cook from the Silver Knights, as well as Sandy Belknap, who would be a representative from the neighborhood to the discussion group. If there's no objection. I don't know if we need a motion for that. I think we had a motion to establish and add a group, so maybe we might just for good measure want to.

Ms. Fauteux

Can I make one more suggestion to you?

Commissioner Shea

Yup.

Ms. Fauteux

We have on the agenda tonight our Recreation Superintendent, so I was wondering if perhaps that person, if approved, could also be added.

Commissioner Shea

Yes. I have no objection to that. Bryan was telling me about--we're introduced, yeah, good.

Ms. Fauteux

Okay. I think it just might be an asset.

Commissioner Shea

Yeah, great.

Vice-Chairman Gregg

So, are we voting?

Commissioner Lemen

Do we need to vote?

Commissioner Shea

I so move.

Vice-Chairman Gregg

Okay.

MOTION CARRIED: Unanimously.

XIV. PERSONNEL

A. Motion: To Approve And Unseal The Non-Public Minutes For Personnel From The Board Of Public Works Meeting Of July 30, 2026.

Vice-Chairman, Matthew Gregg

Alright, so we are moving on to Personnel. Item A, I can't remember where we left off.
Commissioner Lemen.

Motion by Commissioner Lemen: To Approve And Unseal The Non-Public Minutes For Personnel From The Board Of Public Works Meeting Of July 30, 2026.
To Approve And Unseal The Non-Public Minutes For Personnel From The Board Of Public Works Meeting Of July 30, 2026.

MOTION CARRIED: Unanimously.

B. Motion: To Accept The Retirement Of Michael Pinkham, From Solid Waste, His Last Day Of Employment Will Be September 7, 2026.

Vice-Chairman, Matthew Gregg

Item B, Commissioner Shea.

Motion by Commissioner Shea: To Accept The Retirement Of Michael Pinkham, From Solid Waste, His Last Day Of Employment Will Be September 7, 2026.

MOTION CARRIED: Unanimously.

XV. NON-PUBLIC SESSION

A. Non-Public Session Pursuant To R.S.A. 91-A:3, li (B) The Hiring Of Any Person As A Public Employee.

Vice-Chairman, Matthew Gregg

Okay, I believe, do you have the--

Lisa Fauteux, Clerk

Claire, do you have the non-public?

Claire Edwards, Executive Assistant, Division of Public Works

Yup, I do.

Commissioner, Paul Shea

Yes, but are we holding that?

Vice-Chairman Gregg

No, I think we have to do it now.

Commissioner Shea

Okay.

Vice-Chairman Gregg

Before the--

Commissioner Shea

--so we do need to.

Vice-Chairman Gregg

Yeah.

Motion By Commissioner Shea: To Move By Roll Call That The Board Go Into a Non-Public Session Pursuant R.S.A. 91-A:3, II (b), The Hiring of Any Person As A Public Employee.

Viva Voce Roll Call:

3-Yea (Shea, Lemen, Gregg,) – 0 Nay

MOTION CARRIED. Unanimously.

The Board entered into a Non-Public Session at 5:30 p.m. and reconvened at 5:37 p.m.

B. Motion: To Move By Roll Call To Seal The Minutes Of Board Of Public Works Personnel Non-Public Meeting Of August 27, 2026, Until Such Time As The Majority Of The Board Votes That The Purpose Of The Confidentiality Would No Longer Be Served.

Vice-Chairman, Matthew Gregg

We are back in public session.

Motion by Commissioner Shea: To Move By Roll Call To Seal The Minutes Of Board Of Public Works Personnel Non-Public Meeting Of August 27, 2026, Until Such Time As The Majority Of The Board Votes That The Purpose Of The Confidentiality Would No Longer Be Served.

Viva Voce Roll Call:

3-Yea (Shea, Lemen, Gregg) – 0 Nay

XVI. ADJOURNMENT

Vice-Chairman, Matthew Gregg

Okay, great.

Commissioner, June Lemen

Now, we have one other motion?

Vice-Chairman Gregg

The final motion.

Motion by Commissioner Lemen: To Adjourn.

The meeting of the Board of Public Works of August 27, 2026, adjourned at 5:37 p.m.

Board of Aldermen

City of Nashua
229 Main Street
Nashua, NH 03061-2019
(603) 589-3030



MEMORANDUM

TO: Board of Public Works

FROM: Donna Graham, Legislative Affairs Manager

DATE: September 11, 2026

SUBJ.: Referral from Board of Aldermen – Resolution
R-26-057 Approving the Borrowing of an Additional Three Hundred and Forty-Five Thousand Dollars (\$345,000) from the Clean Water State Revolving Fund for the Four Hills Landfill PFAS/Leachate Removal and Destruction Pilot Test Project

The Board of Aldermen has referred the above-referenced Resolution R-26-057 to the Board of Public Works for review and recommendation. Please be advised that a public hearing has been scheduled for Monday, September 28, 2026, at 7:00 p.m. in the aldermanic chamber.

The Board looks forward to receiving your recommendation with respect to the proposed Resolution. Please forward your recommendation to my attention at your earliest convenience and advise which meeting it will be discussed. Thank you in advance.

Attachment – Resolution O-26-057



RESOLUTION

APPROVING THE BORROWING OF AN ADDITIONAL THREE HUNDRED AND FORTY-FIVE THOUSAND DOLLARS (\$345,000) FROM THE CLEAN WATER STATE REVOLVING FUND FOR THE FOUR HILLS LANDFILL PFAS / LEACHATE REMOVAL AND DESTRUCTION PILOT TEST PROJECT

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

WHEREAS, R-25-134 (“Authorizing the City to enter into a Clean Water State Revolving Fund Loan Agreement with the State of New Hampshire and borrow an amount not to exceed eight hundred and sixty-five thousand dollars (\$865,000) for the Four Hills Landfill PFAS / Leachate Removal and Destruction Pilot Test Project”) was passed by the Board of Aldermen on April 8, 2025;

WHEREAS, that resolution provided that the Mayor and City Treasurer were authorized to borrow up to \$865,000 through a Clean Water State Revolving Fund Loan for an Emerging Contaminants Project, specifically the Four Hills Landfill PFAS / Leachate Removal and Destruction Pilot Test Project. The Clean Water State Revolving Fund Principal Forgiveness Percentage for that loan is listed at 100%, and the State notes that “Principal Forgiveness for 2024 is 100% for emerging contaminants projects, including interest or fees”; and

WHEREAS, the City is requesting to borrow an additional \$345,000 through the Clean Water State Revolving Fund for this project, under the same terms and conditions, for a total amount of \$1,210,000 for the project.

NOW THEREFORE, BE IT 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 authorized to borrow an additional Three Hundred and Forty-Five Thousand Dollars (\$345,000) through the Clean Water State Revolving Fund Loan for the Four Hills Landfill PFAS / Leachate Removal and Destruction Pilot Test Project, for a total project cost of \$1,210,000.

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.

RESOLUTION

R-26-057

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

Currently, 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, the accumulated sum of all appropriations of the FY2027 combined annual municipal budget will be \$502,655,192. The FY2027 dollar amount under the limit established by City Charter Section 56-c will be \$15,134,894.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-057

PURPOSE:

Approving the borrowing of an additional three hundred and forty-five thousand dollars (\$345,000) from the Clean Water State Revolving Fund for the Four Hills Landfill PFAS / Leachate Removal and Destruction Pilot Test Project

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

**Budget Review Committee
Board of Public Works**

FISCAL NOTE:

The City would borrow an additional \$345,000 for the Four Hills Landfill PFAS/ Leachate Removal and Destruction Pilot Test Project. This Clean Water State Revolving Loan (CWSRF) program disburses monies as project costs are incurred based on disbursement requests received from the City. All costs incurred are 100% reimbursed with 0% interest charged.

ANALYSIS

R-25-134 authorized the City to borrow \$865,000 through a Clean Water State Revolving Fund Loan for the Four Hills Landfill PFAS / Leachate Removal and Destruction Pilot Test Project. This resolution authorizes the City to borrow an additional \$345,000 for the project.

The Clean Water State Revolving Fund (CWSRF) loan program disburses monies as project costs are incurred based on disbursement requests received from the loan applicant. As long as the City submits timely disbursements requests, there is minimal to no risk for the use of these 100% forgiveness 100% interest free loans. If there was a disruption in federal funds in the future, Nashua could simply stop the project with no penalties.

As this legislation is an authorization to borrow money, this resolution requires a "duly advertised public hearing" and a 2/3 vote of all the members. 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. This legislation should be referred to the Board of Public Works for its review and approval.

**Approved as to account
number and/or structure, and
amount:**

Financial Services Division

By: /s/Dawn K. Enwright

Approved as to form:

Office of Corporation Counsel

By: Dorothy Clance

Date: 17 August 2026



THE CITY OF NASHUA

"The Gate City"

*Division of Public Works
Wastewater Department*

Board of Public Works Meeting of September 24th, 2026

Wastewater Department

Agenda

- A. Motion:** To approve the User Warrants as presented.
- B. Motion:** To approve the work agreement with Eversource in an amount not to exceed \$29,595.02 for the replacement of the replacement of City Owned electrical equipment on Eversource owned poles. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 81 Major Capital Outlay and Improvements.
- C. Motion:** To approve the contract with Loureiro Building Construction, LLC of Plainville, CT in an amount not to exceed \$11,692,041.56 for the Phase I Upgrade project. Funding will be through: Department: 169 Wastewater; Fund: Bond; Activity: Phase I Upgrade Project; pending Bond Approval.
- D. Motion:** To approve the contract with Wright Pierce of Thompson, ME in an amount not to exceed \$1,361,00 for construction administration services for the Phase I Upgrade Project. Funding will be through: Department: 169 Wastewater; Fund: Bond; Activity: WWTF Phase I Upgrade Project; pending Bond Approval.

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: September 24, 2026

From: David L. Boucher, Superintendent
Wastewater Department

Re: Electrical Component Replacement

B. Motion: To approve the work agreement with Eversource in an amount not to exceed \$29,595.02 for the replacement of City Owned electrical equipment on Eversource owned poles. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 81 Major Capital Outlay and Improvements.

Attachment: Eversource Work Order Acknowledgment

Discussion: The Nashua Wastewater Treatment Facility has numerous electrical components throughout the Facility, including gates, pumps, blowers, and actuators. Proper operation of the Facility's electrical system is critical to the operation of this equipment and to maintaining compliance with the Facility's NPDES permit. If the wastewater treatment process is interrupted due to electrical issues, there is a potential for equipment failures and compliance concerns.

Recently, the Facility has experienced brownouts, resulting in partial loss of power and the shutdown of pumps, motors, and blowers. Because power remains available from the electrical grid during these events, the Facility's emergency generators do not automatically start.

The issue has been traced to City-owned electrical equipment located on Eversource poles on the Wastewater Facility property. The City contacted Eversource regarding replacement of the equipment, and Eversource provided the attached quote for the necessary work.

Due to the nature of the work, the location of the equipment, and Eversource's ownership and operation of the utility infrastructure, we are requesting approval to award the work to Eversource as a sole-source provider.



Electric Service Support Center - NH
PO Box 330
Manchester, NH 03105-0330
(800) 362-7764
NHnewservice@eversource.com

8/31/2026

Eric Gingras
Nashua Wet Weather Flow Treatment Plant
Po Box 2019
Nashua, NH 03061

Work Order: 26794215
Service Address: SAWMILL, NASHUA
Description: Cost to replace customer owned equipment from pole 389/3-8-1 to pole 389/3-8-7 on customer property located at 2 Sawmill Rd Nashua.

Dear Nashua Wet Weather Flow Treatment Plant:

Eversource is pleased to assist with your recent work request. We have reviewed the proposed design and determined the customer contribution amount is \$29,595.02. Eversource reserves the right to re-calculate the customer contribution amount if payment has not been received within 90 days of the date of this letter. If the job scope changes, a revised cost and letter will be administered if needed. If there are no changes in job scope, no further billing or refunds will be rendered.

Receipt of the customer contribution will be required prior to Eversource scheduling its work. Other documents such as easements, inspections, and work by others may also be required prior to the work being scheduled.

Your submittal of, or your election and authorization of, payment of the amount due and the convenience fee (if applicable), by means of a check, money order, credit or debit card, or by electronic funds transfer (ACH), shall be deemed to constitute your acceptance of and agreement to all terms and conditions of this letter.

Under New Hampshire Public Utilities Commission regulations and Eversource's tariff, charges quoted in this letter are for those associated with Eversource's work and services only and are subject to periodic review and adjustment as approved by the New Hampshire Public Utilities Commission. Additional charges may be rendered by other utilities.

Please contact me with any questions you may have.

Sincerely,

Yameen George
Vendor - Leidos Engineering Llc

yameen.george@eversource.com



Please cut at dotted line and return with your mail in payment.



Payment Options:

Credit/Debit Card or ACH (echeck) payments(convenience fee required): Call the Electric Service Support Center, 800-362-7764

US Mail Payments: ESSC NH - Eversource, PO Box 330, Manchester NH 03105-0330

Overnight/Express Payments*: ESSC NH - Eversource, 780 N Commercial St, Manchester NH 03101

** hand delivered checks cannot be accepted*

Customer	shua Wet Weather Flow Treatment Pl			Service Address:	SAWMILL, NASHUA			
Work Order	ENT	CCC	WAMFWO		Cost Ele	LOB	FERC	Amount
26794215	06	7AR	80582323		A69			\$29,595.02

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: September 24, 2026

From: David L. Boucher, Superintendent
Wastewater Department

Re: Phase I Upgrade Project

C. Motion: To approve the contract with Loureiro Building Construction, LLC of Plainville, CT in an amount not to exceed \$11,692,041.56 for the Phase I Upgrade project, contingent upon approval of additional bond funding. Funding will be through: Department: 169 Wastewater; Fund: Bond: Activity: Phase I Upgrade Project; pending Bond Approval.

Attachment: Loureiro Building Construction Bid

Discussion: The Nashua Wastewater Treatment Facility has many hydraulic gates, flow meters, pumps and pipes throughout the facility. Much of this infrastructure was constructed during the secondary treatment project from 1988-1990. Due to the age of this infrastructure and operational difficulties, this equipment needs to be replaced. The 2020 Facility Plan also identified the equipment to be upgraded, which includes, but is not limited to hydraulic gates, valves, piping, chlorine disinfection equipment and tanks, flow meters, drainage improvements, pavement replacement, concrete tank coating, septage receiving area, and the HVAC system in the Pump Building.

This project went out to bid on June 16, 2026. The bid included a base bid and 2 bid alternates. Bid alternates were for adding a second walkway over the chlorine contract tanks and lining the tank drain forcemain. Bids were opened on July 21st, and two bids were received as follows:

Contractor	Base Bid	Bid Alternates	Total Bid
Loureiro Building Construction	\$11,493,696.86	\$198,344.7	\$11,692,041.56
Methuen Construction	\$11,482,132	\$240,338	\$11,722,470

The total of the bids received were close to the Engineer's estimate of \$11,168,000. Loureiro Building Construction has the lowest total bid cost. Their qualifications and references were checked by Wright Pierce and found satisfactory. In addition, the Wastewater Department had a video conference call with Loureiro's management team to further verify their capabilities for this project. They were found to be qualified and have favorable references. Personnel in their local NH office in Portsmouth will be managing this project.

Bid Schedule

Item No.	Description	QTY	UNIT	Bid Amount
1	Wastewater Treatment Facility Phase 1 Upgrade	1	LS	\$ <u>10,834,538.66</u>
2	Purchase and Manufacturer's Services for Peristaltic Chemical Feed Pumps SHMP-3 & SHMP-4	1	Allowance	<u>\$15,290</u>
3	Ledge Excavation and Disposal \$ <u>238.36</u> _____ Per cubic yard	20	CY	\$ <u>4,767.20</u>
4	Additional Pavement including Aggregate Base and Subbase \$ <u>379.44</u> _____ Per ton	50	TON	\$ <u>18,972.00</u>
5	Additional Crack Repair by Injection in Existing Concrete Tanks and Structures \$ <u>181.80</u> _____ Per linear foot	400	LF	\$ <u>72,720.00</u>
6	Additional Repair of Structural Defects for Existing Concrete Tanks and Structures \$ <u>292.90</u> _____ Per square foot	620	SF	\$ <u>181,598.00</u>
7	Treatment Structure Grit/Sludge/Rags/Solids/Debris Removal \$ <u>1,330.51</u> _____ Per cubic yard	100	CY	\$ <u>133,051.00</u>
8	CCTV Inspection of TDPS Discharge Piping	1	LS	\$ <u>6,360.00</u>
9	Bypass Pumping Fuel Cost	1	Allowance	<u>\$100,000</u>
10	Application Engineering Service Supplier Allowance (SCADA and PLC Programmer)	1	Allowance	<u>\$126,400</u>
Eleven Million Four Hundred Ninety-Three Thousand Six Hundred Ninety Six and 86/100 Sum of _____ Total Base Bid (Sum of Items 1 through 9) in Words Above				\$ <u>11,493,696.86</u>

11A	Bid Alternate A: Hypochlorite Contact Tank Walkway Bridge & Wet Weather Chlorine Residual Analyzers- Contractor's Lump Sum	1	LS	\$ <u>125,258.00</u>
11B	Bid Alternate A: Hypochlorite Contact Tank Walkway Bridge & Wet Weather Chlorine Residual Analyzers- Application Engineering Service Supplier Allowance (SCADA and PLC Programmer)	1	Allowance	\$ <u>9,280</u>
Eleven Million Six Hundred Twenty Eight Thousand Two Hundred Thirty Four and 86/100 Sum of _____ Total Base Bid Plus Bid Alt A (Sum of Items 1 through 11B) in Words Above				\$ <u>11,628,234.86</u>
12	Bid Alternate B: Epoxy Lining of the Tank Drain Pumping Station Buried Discharge Piping	1	LS	\$ <u>63,806.70</u>
Sum of <u>Eleven Million Six Hundred Ninety Two Thousand Forty One and 56/100</u> Total Base Bid Plus Bid Alt A Plus Bid Alt B (Sum of Items 1 through 12) in Words Above				\$ <u>11,692,041.56</u>

Determination of the low Bidder shall be based on the lowest total Bid cost as determined by the Total Base Bid or Total Base Bid plus Bid Alt A or Total Base Bid plus Bid Alts A & B. See Specification Sections 01100 Alternates and 01150 Measurement and Payment for a complete description of the Bid Items 1 through 12.

Add the following for projects utilizing CWSRF and/or DWSRF funding:

The BIDDER hereby certifies, by checking the boxes below, that the following documents are included with this bid proposal:	
☐	DBE Subcontractor Utilization Form NHDES Form #NHDES-W-09-059 (Formerly EPA Form 6100-4).
☐	DBE Subcontractor Performance Forms NHDES-09-NHDES-W-09-058 (Formerly EPA Form 6100-3) Submit one form for each DBE subcontractor.
☐	Bidder's American Iron and Steel acknowledgement.

All of these forms are in the SRF Federal Provisions: [Section D](#) of the front end documents.

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: September 24, 2026

From: David L. Boucher, Superintendent
Wastewater Department

Re: Phase I Upgrade Project – Construction Phase Services

D. Motion: To approve the contract with Wright Pierce of Thompson, ME in an amount not to exceed \$1,361,000 for construction administration services for the Phase I Upgrade Project. Funding will be through: Department: 169 Wastewater; Fund: Bond; Activity: WWTF Phase I Upgrade project; pending Bond Approval.

Discussion: The Phase I Upgrade project will be for upgrades at a number of locations in the facility as recommended in the 2020 Facility Plan. This will be a challenging project as it will involve replacing 6 large gates, 2 secondary flow meters along with a number of other upgrades. The large gates and flow meter replacement involve setting up a flow by-pass plan using high capacity pumps and temporary by-bass piping that would be kept in operation for months until the equipment that the flow by-passes are replaced.

Construction is estimated to last 1-year, 8 months. Due to the length of time and challenging aspects of this project, there will be more effort required by Consultant Wright Pierce in managing the construction phase services. Wright Pierce has estimate full time resident engineering over 415 working days, hence more costs than in other past wastewater projects. Their proposed cost, which is approximately 11.6% of the \$11,692,041.56 construction cost, is reasonable considering the greater effort in managing this project.

ENGINEERING CONSTRUCTION PHASE
CONTRACT FOR PROFESSIONAL SERVICES
FOR
TREATMENT WORKS

CITY OF Nashua, NEW HAMPSHIRE

This AGREEMENT made and entered into at Hillsborough County, New Hampshire, this ____ day of _____ 2026, by and between ~~Town~~/City of Nashua, New Hampshire hereinafter called the OWNER, and Wright-Pierce hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to construct Treatment Works: in accordance with the drawings and bidding documents for the Wastewater Treatment Facility Phase 1 Upgrade.

hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services will be required for construction administration, resident engineering and related services, and

WHEREAS, such services are of a distinct professional nature and hence not subject to the bidding process,

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the OWNER hereby employs the ENGINEER to furnish the following engineering services in connection with the proposed PROJECT; and it is agreed by and between the OWNER and the ENGINEER as follows:

I. SERVICES TO BE PERFORMED BY THE ENGINEER

- A. Upon execution of this AGREEMENT, the ENGINEER shall proceed with the general administration of construction and fulltime inspection by qualified personnel of the contractor's work to assure compliance with the contract documents and any coincident or subsequent changes or change orders for the construction of the treatment works for the (Town/City) of Nashua. Said services shall include, but shall not necessarily be limited to:
1. General Construction Administration
 - a. Updating and modifications of contract documents to meet changed site and project conditions or variations in State or Federal requirements.
 - ~~b. Assistance in securing construction bids, conduct bid opening, tabulation and analysis of bids, and recommendation regarding award of contract. A copy of the bid analysis will be furnished to the Department of Environmental Services, Water Division, hereinafter called the DIVISION, and EPA. (Where applicable)~~
 - c. Completion of formal contract documents for the award of contracts.
 - d. Checking detail construction, shop and erection drawings submitted by the contractor.
 - e. Reviewing laboratory, shop, and mill test reports of materials and equipment.
 - f. Preparation of drawings and technical material as required to supplement and/or clarify the contract documents.
 - g. Review, verification, and approval of estimates for periodic and final payments to the contractors for submittal to the OWNER and the DIVISION.
 - h. Periodic inspection of work and final inspection.
 - i. Observing and reporting performance and qualifying tests required by specifications.
 - j. Keeping daily records of construction progress and compiling same into progress reports for submission to the OWNER and DIVISION.
 - k. Verifying and keeping records of construction items of work accomplished for use as a basis of checking contractors' monthly estimates.
 - l. Consultation and advise during construction.
 - m. Determination of need for and preparation of change orders for approval by the OWNER and DIVISION based on conditions found during construction and/or additions or modifications to the work requested by the OWNER and approved by the ENGINEER and the DIVISION and implemented at a price recommended by the ENGINEER as equitable. For change order items exceeding \$10,000, the ENGINEER shall prepare an independent cost estimate.
 - n. Determination of "equality" for substitution of materials and equipment specified and securing DIVISION approval thereof.
 - ~~o. Provide and maintain construction control lines and grades. For sewers offset lines and grade elevations, with cut depths at manholes; at treatment plant and pumping station sites base lines for layout and benchmarks.~~
 - ~~p. Preparation of application, supporting and associated documents for Federal, State, and other grant or loan programs, including monthly reimbursement requests.~~
 - q. Preparation of certificate of substantial completion and contract completion.
 - r. Assist the OWNER in obtaining the required project related approvals of State and Federal agencies.

For Professional Services for Treatment Works

2. Resident Inspection and Other Special Services

- a. The ENGINEER agrees to provide at least one ~~Registered Professional Civil Engineer~~ **Resident Project Representative (RPR)** on the project site ~~and one or more inspectors as necessary~~ (full or part time) to assist the ENGINEER in the work of General Administration as described under I(A) and in observing construction activity for compliance with the contract documents and any associated change orders. The DIVISION shall be notified in writing of the name of the ~~RPR resident engineer, assistant engineers, and construction inspectors~~, and shall be provided with a brief history of the resident engineer's construction experience. The ~~RPR resident engineer and their inspectors~~ shall be in the employ of and under direct control of the ENGINEER. It is further agreed that failure of the ~~RPR resident engineer~~ to administer the PROJECT to the satisfaction of the DIVISION or OWNER is deemed to be sufficient basis for their removal from the PROJECT and replacement.
- b. The ENGINEER agrees to provide supervision of initial startup and operation and for services during the twelve-month warranty period and to prepare the Project Performance Certification and associated documentation.
- c. Preparation of an Operation and Maintenance Manual for approval by the DIVISION. After DIVISION approval, the ENGINEER agrees to supply four (4) sets of the completed manual to the OWNER, and an electronic version of the document for the DIVISION.
- d. Preparation of record drawings of the work as constructed. Two (2) sets of prints to be furnished to the OWNER, and an electronic version of the stamped and signed drawings for the DIVISION.

II. THE OWNER'S RESPONSIBILITIES

- A. Assist the ENGINEER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.
- B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and industrial establishments as required to perform work under this AGREEMENT.
- C. The OWNER also agrees to comply with DIVISION and Federal (Where applicable) requirements as they relate to this project.

III. COMPENSATION TO BE PAID THE ENGINEER

A. Method of Payment Amount of Fee

1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:
Statements will be rendered (with modifications if necessary) monthly with billing by the hour and rate by labor category with mark up and incidental expenses in accordance with the attached fee schedule.
2. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed one million three hundred and sixty-one thousand Dollars (\$1,361,000.00).

B. Limits of All Payment

1. The ENGINEER further agrees that the following fee for their services under I (A)(1), for Construction Administration on this PROJECT, (exclusive of work performed by resident engineering staff) is adequate to complete the work and shall not exceed five hundred and thirty-five thousand three hundred and sixty-two Dollars (\$535,362.00).
2. Payment to the ENGINEER for resident engineering and other special services shall be as follows:

For Professional Services for Treatment Works

- a. Resident engineering ~~and supporting staff~~ (as agreed to by the OWNER and DIVISION) as described under I (A)(2)(a) for a period of 415 working days, an amount not to exceed six hundred and eighty-seven thousand six hundred and eighty-seven Dollars (\$687,687.00).
- b. Overtime shall be converted to equivalent fractions of 8-hour days. If the number of working days for inspection personnel stated above is not sufficient to provide adequate inspection of the PROJECT, it is agreed that the additional cost of resident services may be negotiated with the OWNER and the DIVISION.
- c. For supervision of initial start-up and operation of the project and Project Performance Certification as described under I (A)(2)(b), during a period of twelve (12) months, an amount not exceed twenty-nine thousand four hundred and twenty-nine Dollars (\$29,429.00).
- d. For preparation of the Manual as described under I (A)(2)(c) and instructions on its use, an amount not to exceed forty-one thousand seven hundred and seventy-five Dollars (\$41,775.00).
- e. For special services, an amount equal to the actual cost of such work. The actual cost shall include compensation to the ENGINEER for their work on these services. The ENGINEER also assures the OWNER that the moneys to be paid under this item are adequate for the work proposed and shall not exceed seventeen thousand two hundred and fifty Dollars (\$17,250.00).
- f. For preparation of the Record Drawings as described under I (A)(2)(d), an amount not to exceed forty-nine thousand four hundred and ninety-seven Dollars (\$49,497.00).

IV. ADDITIONAL COVENANTS

- A. The ENGINEER agrees to provide in active charge of this PROJECT for the life of the contract a Project Engineer who is a permanent employee of the ENGINEER and who is a "qualified sanitary engineer" as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers." The Project Engineer shall be*

Kristen Y. Lemasney, PE – Project Manager

** Resume clearly describing the candidate's qualifications for the assignment is appended for convenience of reference.*

Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION before transfer of responsibility is made. Failure of the Project Engineer to administer the PROJECT to the satisfaction of the OWNER and/or DIVISION is deemed sufficient basis for their removal and replacement.

- B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in their work, and to indemnify and save harmless the OWNER, and all the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by them in the performance of the work covered by this AGREEMENT.
- C. The ENGINEER further agrees to procure and maintain at their expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may arise from their performance and the performance of their employees under this AGREEMENT.
- D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER; they shall be transmitted to the OWNER in clean and orderly condition on demand by the OWNER; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion.

For Professional Services for Treatment Works

- E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER's services or obligations (except special services) under this AGREEMENT without the prior approval and written consent of the OWNER, and the contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- F. It is further agreed that before any construction is undertaken the ENGINEER will assist the OWNER or their authorized agent in providing the DIVISION with clear documentation certifying that the purchases of land have been secured to provide for location of the treatment works and other associated structures and equipment as shown on the construction plans or described in the specifications. Similar documentation shall be submitted on approvals from the State Highway Department regarding location of the treatment works and other project related facilities within rights-of-way and other lands under its jurisdiction.
- G. The ENGINEER also agrees to provide in active residence and full time control at the site of the proposed construction a DIVISION approved registered civil engineer and DIVISION approved inspectors (full time, part time) as needed with the experience and other approved background to assist the ENGINEER in the work of General Administration and to assure contractor's conformance with the plans and specifications and any approved coincident or subsequent changes or change orders related to the PROJECT. The RPR ~~resident~~ ~~registered engineer~~ for the life of this contract shall be

TBD

(Name and Address)

(Append resume describing Candidate's qualifications)

Any Proposed change in the identity of the resident engineer on this PROJECT must first be approved by the DIVISION before transfer of responsibility is made. Additionally, if it is found by the DIVISION that a resident engineer (or inspector) cannot or will not administer the PROJECT in a manner satisfactory to the DIVISION, the ENGINEER agrees to replace them promptly upon receipt of a written request from the DIVISION with a qualified resident engineer who will acceptably administer the PROJECT. It is further agreed that failure of the ENGINEER to abide by the above covenant is sufficient cause for removal from the DIVISION'S Roster of Prequalified Engineers.

V. ~~TERMINATION~~

- A. ~~The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such interruption or termination transmitted to the ENGINEER by the OWNER. In the event of termination of this AGREEMENT, without fault on the part of the ENGINEER, the ENGINEER shall be entitled to compensation as determined by the DIVISION for all work performed to the satisfaction of the DIVISION and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice, all plans, drawings, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and DIVISION.~~

VI. OWNER'S TERMS AND CONDITIONS

Exhibit A – City of Nashua Professional Services General Terms and Conditions, is hereby incorporated by reference as if fully set forth herein.

ENGINEERING CONSTRUCTION PHASE CONTRACT

Page 6 of 6

For Professional Services for Treatment Works

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at _____ County, New Hampshire, the day, month, and year first above written.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Hillsborough County, New Hampshire, the day, month, and year first above written.

ENGINEER:

By: _____
(Authorized Representative¹)

Date: _____

OWNER:

By: _____
(Authorized Representative²)

Date: _____

APPROVED:²

DEPARTMENT OF ENVIRONMENTAL SERVICES: Water Division

By: _____
(Authorized Representative²)

Date: _____

¹ Signatures should be supported by appropriate document.

² It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

EXHIBIT A

City of Nashua, NH

General Terms and Conditions Table of Contents

1. Definitions	GC--2
2. Professional Engineer Status	GC--2
3. Standard of Care	GC--2
4. City of Nashua Representative	GC--3
5. Changes to Scope of Work	GC--3
6. City of Nashua Cooperation	GC--3
7. Discovery of Conflicts, Errors, Omissions, Ambiguities, or Discrepancies	GC--4
8. Termination of Contract	GC--4
9. Dispute Resolution	GC--6
10. No Damages for Delay	GC--6
11. Insurance	GC--6
12. Indemnification	GC--7
13. Fiscal Contingency	GC--8
14. Compensation	GC--8
15. Compliance with Applicable Laws	GC--8
16. Non-Discrimination	GC--8
17. Endorsement	GC--9
18. Assignments, Transfer, Delegation, or Subcontracting	GC--9
19. City Inspection of Contract Materials	GC--9
20. Disposition of Contract Materials	GC--10
21. Public Records Law, Copyrights, and Patents	GC--11
22. Final Acceptance	GC--11
23. Taxes	GC--11
24. Non-Waiver of Terms and Conditions	GC--11
25. Rights and Remedies	GC--11
26. Prohibited Interests	GC--11
27. Third Party Interests and Liabilities	GC--12
28. Survival of Rights and Obligations	GC--12
29. Severability	GC--12
30. Modification of Contract and Entire Agreement	GC--12
31. Choice of Law and Venue	GC--13

General Terms and Conditions

1. **Definitions.** Unless otherwise required by the context, "Professional Engineer", and its successors, transferees and assignees (together "Professional Engineer") includes any of the Professional Engineer's consultants, sub consultants, contractors, and subcontractors
2. **Professional Engineer Status.** The parties agree that Professional Engineer shall have the status of and shall perform all work under this contract as a Professional Engineer, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Professional Engineer, and nothing in this contract shall create any contractual relationship between the City of Nashua and Professional Engineer's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Professional Engineer 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 Professional Engineer 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.** Professional Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Professional Engineer 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 Professional Engineer 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, Professional Engineer 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 Professional Engineer's failure 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 Professional Engineer shall not in any way relieve Professional Engineer 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 Professional Engineer's 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 Professional Engineer shall be and remain liable in accordance with the terms of the contract and applicable law.

Professional Engineer 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 Professional Engineer to perform work under this contract. Approved key

personnel shall not be taken off of the project by Professional Engineer without the prior written approval of the City of Nashua, except in the event of termination of employment. Professional Engineer 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 Professional Engineer, 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 Professional Engineer's performance under the contract. Professional Engineer 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, 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 Professional Engineer should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Professional Engineer's 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 Professional Engineer for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Professional Engineer of the change.

When Professional Engineer seeks changes, Professional Engineer 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 Professional Engineer should proceed with any or all of the proposed change.

Except as provided in this paragraph, Professional Engineer 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 Professional Engineer in the performance of its work under this contract and that such personnel will be available to Professional Engineer 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 Professional Engineer 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 Professional Engineer also agree to attend all meetings called by the City of Nashua or Professional Engineer to discuss the work under the Contract, and that Professional Engineer 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.** Professional Engineer 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 Professional Engineer. All future questions Professional Engineer 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 Professional Engineer'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 Professional Engineer prior to having received the City of Nashua's resolution shall be at Professional Engineer's risk and expense. At all times, Professional Engineer 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. Professional Engineer 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 Professional Engineer 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 Engineer 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, Professional Engineer shall receive all amounts due and not previously paid to Professional Engineer 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 Professional Engineer in the event of a failure by Professional Engineer 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. Professional Engineer shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Professional Engineer may terminate the contract on 10 calendar days written notice if, through no fault of Professional Engineer, the City of Nashua fails to pay Professional Engineer 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, Professional Engineer 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, Professional Engineer shall receive all amounts due and not previously paid to Professional Engineer 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 Professional Engineer's failure. Professional Engineer 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 Professional Engineer until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Professional Engineer 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 Professional Engineer 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 Professional Engineer 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 Professional Engineer such that Professional Engineer 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 Professional Engineer shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Professional Engineer 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 Professional Engineer's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Professional Engineer'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 Professional Engineer Representative. At all times, Professional Engineer 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, the parties may request that the dispute be submitted to the Board of Public Works for resolution. If the parties are dissatisfied with the decision of the Board of Public Works, 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 Professional Engineer for damages because of hindrances or delays in the progress of the work from any cause, and Professional Engineer agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.
11. **Insurance.** Professional Engineer shall carry and maintain in effect during the performance of services under this contract:
 - General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
 - \$1,000,000 Combined Single Limit Automobile Liability;
***Coverage must include all owned, non-owned and hired vehicles.**
 - \$1,000,000 Profession Liability;

- and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

Professional Engineer shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Professional Engineer are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Professional Engineer under this contract. The City of Nashua shall not maintain any insurance on behalf of Professional Engineer. Subcontractors are subject to the same insurance requirements as Professional Engineer and it shall be the Professional Engineer's responsibility to ensure compliance of this requirement.

Professional Engineer will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City of Nashua issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Professional Engineer is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Professional Engineer must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Professional Engineer of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Professional Engineer is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Professional Engineer is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Professional Engineer or anyone employed, directed, or supervised by Professional Engineer.

12. Indemnification. Regardless of any coverage provided by any insurance, Professional Engineer 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 Professional

Engineer 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 Engineer's 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 Professional Engineer 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 Professional Engineer 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 Professional Engineer. Professional Engineer shall have no claim of any sort to the unexpended funds.

14. **Compensation.** Review by the City of Nashua of Professional Engineer'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 Professional Engineer to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Professional Engineer in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.

15. **Compliance with Applicable Laws.** Professional Engineer, 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. Professional Engineer 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. **Non-Discrimination.** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Professional Engineer agrees to the following terms. Professional Engineer 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. Professional Engineer 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, Professional Engineer'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.

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

In connection with the performance of work under this contract, Professional Engineer 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.

Professional Engineer 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 Professional Engineer shall constitute a material breach of the contract.

17. **Endorsement.** Professional Engineer shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Engineer or under its direction as required under the laws of the State of New Hampshire.
18. **Assignment, Transfer, Delegation, or Subcontracting.** Professional Engineer 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 Professional Engineer 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 Professional Engineer 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 Professional Engineer's expense, by Professional Engineer to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Professional Engineer, 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 Professional Engineer in the performance of its obligations under this contract must be retained by Professional Engineer 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 Professional Engineer shall promptly remit and deliver the materials, at Professional Engineer's expense, to the City of Nashua. Professional Engineer shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Engineer's obligations under this contract without the prior written consent of the City of Nashua.

21. **Public Records Law, Copyrights, and Patents.** Professional Engineer expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Engineer (including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 20), unless designated as confidential by a specific statute 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 Professional Engineer 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 Professional Engineer. The City of Nashua shall have the right to reproduce any such materials.

Professional Engineer 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. Professional Engineer 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 Professional Engineer infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Professional Engineer infringes any patent.

Professional Engineer 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, Professional Engineer 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 Professional Engineer in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Engineer with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Engineer 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.** Professional Engineer 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. Professional Engineer 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.** Professional Engineer 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. Professional Engineer 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 Engineer. If any such interest comes to the attention of Professional Engineer at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Professional Engineer 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. Professional Engineer 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 Professional Engineer (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, Professional Engineer shall refund to the City of Nashua any profits realized under this contract, and Professional Engineer 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.

Professional Engineer warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Professional Engineer 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 Professional Engineer, 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 Professional Engineer.
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 Professional Engineer. 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.

Wright-Pierce Certificate of Vote

I, Ryan T. Wingard, hereby certify that I am the duly elected Clerk of Wright-Pierce.

I certify that the following is a true copy of a vote taken at a meeting of the board of directors of the corporation, duly called and held on April 9, 2026, at which a quorum of the board was present and voting.

VOTED:

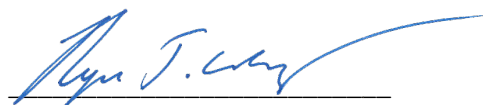
That any one or all of the following Wright-Pierce employees, on behalf of the corporation, are authorized to execute Wright-Pierce contracts, both service agreements and general contractual obligations:

Paul F. Birkel, President & CEO
Michael A. Curry, Senior Associate*
Christopher A. Dwinal, Associate Vice President*
Daniel J. Flaig, Associate Vice President
Jason L. Gallant, Senior Associate*
Thomas J. Hogan, Senior Associate
Steven C. Hallowell, Senior Vice President
Mariusz D. Jedrychowski, Associate Vice President
Edward J. Leonard, Senior Vice President
Christopher N. Pierce, Senior Vice President
Laura J. Riley, Vice President/Treasurer/CFO
Timothy R. Vadney, Senior Vice President
Robert J. Williamson, Associate Vice President
Ryan T. Wingard, Senior Vice President/Clerk

** Limited to Wright-Pierce standard agreements with Wright-Pierce standard terms and conditions agreements with value up to \$50,000.*

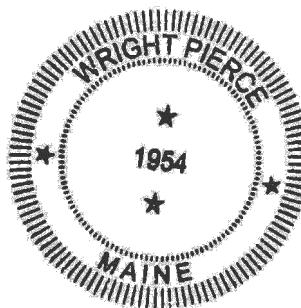
I hereby certify that said vote has not been amended or repealed and remains in full force and effect.

Attest:



Ryan T. Wingard, Clerk

April 9, 2026



COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENT UNDER U.S. EPA GRANTS (See accompanying instructions before completing this form)				Form Approved OMB No. 158-R0144			
PART I - GENERAL							
1. GRANTEE City of Nashua, NH			2. GRANT NUMBER N/A				
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Wright-Pierce			4. DATE OF PROPOSAL June-26				
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include Zip Code) 230 Commerce Way, Suite 302, Portsmouth, NH 03801			6. TYPE OF SERVICE TO BE FURNISHED WWTF Phase 1 Construction Phase Services				
PART II - COST SUMMARY							
7. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTAL			
Principal In Charge	22	\$97.76	\$2,151				
Project Manager	342	\$65.52	\$22,408				
Technical Adviser	98	\$72.80	\$7,134				
Sr./Lead Project Engineer	522	\$60.32	\$31,487				
Project Engineer	828	\$52.00	\$43,056				
Process CAD	104	\$41.60	\$4,326				
Civil Engineer	136	\$69.68	\$9,476				
Civil CAD	40	\$43.68	\$1,747				
Sr Architect	64	\$68.64	\$4,393				
Architect	72	\$46.80	\$3,370				
Sr Structural Engineer	108	\$67.60	\$7,301				
Structural CAD	32	\$44.72	\$1,431				
Sr Mechanical Engineer	56	\$67.60	\$3,786				
Mechanical Engineer	168	\$52.00	\$8,736				
Mechanical CAD	40	\$52.00	\$2,080				
Sr I&C Engineer	80	\$71.76	\$5,741				
I&C Engineer	188	\$41.60	\$7,821				
Sr Electrical Engineer	40	\$81.12	\$3,245				
Electrical Engineer	200	\$65.52	\$13,104				
Electrical CAD	56	\$46.80	\$2,621				
Admin. Assistant	204	\$33.28	\$6,789				
QA/QC Manager	36	\$72.80	\$2,621				
Resident Project Representative	3320	\$65.00	\$215,800				
Resident Project Representative (OT)	415	\$97.50	\$40,463				
			\$0				
DIRECT LABOR TOTAL:		7171				\$451,086	
8. INDIRECT COSTS (Specify indirect cost pools)	RATE		ESTIMATED COST				
Engineering	187.00%	\$194,823	\$364,319				
RPR	133.35%	\$256,263	\$341,726				
AESS	135.00%	\$0	\$0				
INDIRECT COSTS TOTAL:				\$706,045			
9. OTHER DIRECT COSTS							
a. TRAVEL			ESTIMATED COST				
(1) TRANSPORTATION			\$9,500				
(2) MEALS & LODGING			\$0				
TRAVEL SUBTOTAL:			\$9,500				
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify Categories)			ESTIMATED COST				
MISCELLANEOUS SUPPLIES			\$0				
EQUIPMENT SUBTOTAL:			\$0				
c. SUBCONTRACTS			ESTIMATED COST				
Materials Testing			\$15,000				
SUBCONTRACTS SUBTOTAL:			\$15,000				
d. OTHER (Specify Categories)			QTY UNIT COST ESTIMATED COST				
OTHER SUBTOTAL:			\$0				
OTHER DIRECT COSTS TOTAL:			\$24,500				
10. TOTAL ESTIMATED COST			\$1,181,631				
11. FIXED FEE OR PROFIT			\$179,369				
12. TOTAL PRICE			\$1,361,000				



Kristen Y. Lemasney, PE

PROJECT MANAGER

Project Assignment: Project Manager

Education

B.S., Engineering Science,
University of Virginia

Professional Registration

New Hampshire
Vermont

Experience

18 Years

Joined Firm

2015

Certification/Licensure

NASSCO PACP/LACP/MACP

Experience Summary

Kristen is a Project Manager in the Wastewater Practice Group. Her responsibilities include evaluation of design alternatives; analysis and design of wastewater collection and treatment facilities; preparation of reports and design plans and specifications; coordination with regulatory and funding agencies; and construction administration. She currently manages projects for the City of Burlington, VT; the City of Nashua, NH; the City of Claremont, NH; and the City of Barre, VT.

Relevant Project Experience

Wastewater Treatment

- Phase 1 Wastewater Treatment Facility Upgrade, Nashua, NH
- Class A Sludge Drying Study and Preliminary Design, Nashua, NH
- Wastewater Treatment Facility Dry Well Upgrade, Nashua, NH
- Wastewater Headworks Upgrade, Nashua, NH
- Wastewater Treatment Facility Disinfection Upgrade, Burlington, VT
- Wastewater Headworks Upgrade, Burlington, VT
- Wastewater Collection System Hydraulic Evaluation, Burlington, VT
- Wastewater Treatment Facility Preliminary Engineering Report, Barre, VT
- Wastewater Treatment Facility Aeration Blower Replacement, Claremont, NH
- Wastewater Treatment Facility Electrical Upgrade, Claremont, NH
- Wastewater Treatment Facility Upgrade Phase 1, Hampton, NH
- Wastewater Odor Control Upgrade, Durham, NH
- Wastewater Sludge Dewatering & Bardenpho Upgrade, Durham, NH
- Phase I Upgrade and MLE Conversion, Dover, NH
- Wastewater Treatment Facility Upgrade, Newmarket, NH
- Wastewater Treatment Facility Upgrade, Exeter, NH

Wastewater Collection Systems and I/I Investigations

- Dover Road Pump Station Force Main Upgrade, Durham, NH
- Church Street Force Main Upgrade, Hampton, NH
- Lafayette Road Sewer Upgrade, Hampton, NH
- I/I Investigations, Phase II, Dover, NH
- System-wide I/I Analysis, Nashua, NH
- Collection System O&M Plan, Claremont, NH
- Asset Management Program, Dover, NH
- Asset Management Assistance, Claremont, NH
- CMOM Document Review, Medford, MA

Wastewater Planning

- 20-Year Facility Planning Study, Nashua, NH
- Stage 1 & 2 Wastewater Preliminary Engineering Evaluation, Burlington, VT
- Sludge Drying Evaluation, Durham, NH
- Wastewater Facility Plan Update, Durham, NH
- Sludge Drying Evaluation, North Conway Water Precinct, NH
- Sludge Dewatering, Stabilization, and Disposal Evaluation, Claremont, NH
- Wastewater Facility Plan Update, Hampton, NH
- Pump Station Master Planning, Portsmouth, NH

Other

- Third-Party Review, Plymouth Village Water & Sewer District, NH
- Big John Monahan Bridge Reconstruction DB, Indiantown, FL*
- I-95 Widening DB, St. Lucie County, FL*
- Sligh Boulevard/Columbia Street Improvements, Orlando, FL*
- I-75 Widening Hernando Co. Line to CR 470 DB, Sumter County, FL*
- Turnpike Widening Osceola to Beachline, Orange County, FL*
- I-4 at SR 559 DB, Polk County, FL*
- SR 7/US 441 Hallandale to Fillmore Widening, Hollywood, FL*
- US 41 Widening DB, Collier County, FL*
- SR5 (US1) Parker Bridge to SR 706 Reconstruction, Jupiter, FL*
- SR 710 New Alignment, Okeechobee County, FL*
- Flagler Bridge Replacement DB, Palm Beach County, FL*
- SR 838 Middle River Bridge Water Main, Broward County, FL*

*Experience from previous employer

FEE ESTIMATE

Nashua, NH / Phase 1 Upgrade Construction

21324

		LABOR EFFORT																	
PHASE	TASK DESCRIPTIONS	Principal In Charge	Project Manager	Technical Adviser	Sr./Lead Project Engineer	Project Engineer	Process CAD	Civil Engineer	Civil CAD	Sr Architect	Architect	Sr Structural Engineer	Structural CAD	Sr Mechanical Engineer	Mechanical Engineer	Mechanical CAD	Sr I&C Engineer	I&C Engineer	Sr Electrical Engineer
	Typical Salary Rate	\$97.76	\$65.52	\$72.80	\$60.32	\$52.00	\$41.60	\$69.68	\$43.68	\$68.64	\$46.80	\$67.60	\$44.72	\$67.60	\$52.00	\$52.00	\$71.76	\$41.60	\$81.12
Construction Administration																			
1	Pre-Construction Meeting	2	4		6	8													
2	Preliminary Matters & Contract Docs		8		12	16													
3	Shop Drawing Review	2	40		64	120		48		16	40	40		16	48		16	48	8
4	Construction Progress Meetings	4	64	12	80	120													
5	Construction Site Visits	4	64	24	80	120		24		16		16		8	16		16	24	8
6	Pay Reqs	2	8	2	16	40													
7	RFI's	2	64	24	80	120	24	40	16	16	16	24	16	8	24	16	8	24	8
8	Change Orders		16	8	24	40													
9	O&M Manual Review		4		16	24									16			16	
10	Startup & Testing	2	24	16	40	40								8	16		16	24	
11	Punch List	2	8	4	16	24		8		8		8		8			8		8
12	Substantial Completion	2	8	8	12	16													
13	Materials Testing		6		4	12						8							
Subtotals		22	318	98	450	700	24	120	16	56	56	96	16	48	120	16	64	136	32
Resident Project Representation (RPR)																			
1	Resident Project Representative 1 (83 weeks)																		
	RPR 1 - Overtime @ 1.5 DL Premium																		
Subtotals		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operational Assistance																			
1	Operation and Maintenance Manual		8		40	80									24		8	24	
2	Record Drawings		8		16	24	80		24		16	4	16	4	8	24		12	4
3	Startup Assistance		8		16	24		16		8		8		4	16		8	16	4
Subtotals		0	24	0	72	128	80	16	24	8	16	12	16	8	48	24	16	52	8
TOTAL PROJECT		22	342	98	522	828	104	136	40	64	72	108	32	56	168	40	80	188	40

							EXPENSES		SUB CONSULTANTS			TOTAL FEE		
PHASE	TASK DESCRIPTIONS	Electrical Engineer	Electrical CAD	Admin. Assistant	QA/QC Manager	Resident Project Representativ	TOTAL HOURS		NON-LABOR COST	Materials Testing	SUBS COST	SUBS MARKUP	LABOR	TOTAL
	Typical Salary Rate	\$65.52	\$46.80	\$33.28	\$72.80	\$65.00		Travel						
Construction Administration														
1	Pre-Construction Meeting						20	\$300	\$300		\$0	\$0	\$4,095	\$4,395
2	Preliminary Matters & Contract Docs				4		40		\$0		\$0	\$0	\$7,843	\$7,843
3	Shop Drawing Review	48		80			634		\$0		\$0	\$0	\$115,896	\$115,896
4	Construction Progress Meetings			12			292	\$1,200	\$1,200		\$0	\$0	\$55,854	\$57,054
5	Construction Site Visits	24			8		452	\$2,500	\$2,500		\$0	\$0	\$91,003	\$93,503
6	Pay Reqs			12			80		\$0		\$0	\$0	\$14,224	\$14,224
7	RFI's	24	16	48	8		626		\$0		\$0	\$0	\$116,225	\$116,225
8	Change Orders			8			96		\$0		\$0	\$0	\$17,904	\$17,904
9	O&M Manual Review	16					92		\$0		\$0	\$0	\$16,572	\$16,572
10	Startup & Testing	40			8		234	\$2,500	\$2,500		\$0	\$0	\$46,696	\$49,196
11	Punch List			8	4		114	\$500	\$500		\$0	\$0	\$23,739	\$24,239
12	Substantial Completion			4			50	\$2,500	\$2,500		\$0	\$0	\$9,872	\$12,372
13	Materials Testing						30		\$0	\$15,000	\$15,000	\$2,250	\$5,938	\$23,188
	Subtotals	152	16	172	32	0	2760	\$9,500	\$9,500		\$15,000	\$2,250	\$525,862	\$552,612
Resident Project Representation (RPR)														
1	Resident Project Representative 1 (83 weeks)					3320	3320		\$0		\$0	\$0	\$579,105	\$579,105
	RPR 1 - Overtime @ 1.5 DL Premium					415	415		\$0		\$0	\$0	\$108,582	\$108,582
	Subtotals	0	0	0	0	3735	3735	\$0	\$0		\$0	\$0	\$687,687	\$687,687
Operational Assistance														
1	Operation and Maintenance Manual	24		24			232		\$0		\$0	\$0	\$41,775	\$41,775
2	Record Drawings	8	40	8	4		300		\$0		\$0	\$0	\$49,497	\$49,497
3	Startup Assistance	16					144		\$0		\$0	\$0	\$29,429	\$29,429
							0		\$0		\$0	\$0	\$0	\$0
	Subtotals	48	40	32	4	0	676	\$0	\$0		\$0	\$0	\$120,702	\$120,702
TOTAL PROJECT		200	56	204	36	3735	7171	\$9,500	\$9,500	\$15,000	\$15,000	\$2,250	\$1,334,250	\$1,361,000

Total Labor	\$1,334,250
Non-Labor	\$9,500
Subcontractor	\$15,000
Sub and Expenses Markup	\$2,250
Total Fee	\$1,361,000



THE CITY OF NASHUA

*Division of Public Works
Engineering Department*

"The Gate City"

Board of Public Works Meeting of September 24, 2026 Engineering Department

- A. Motion:** To approve the Sewer Service Permits and Fees as submitted.
- B. Motion:** To approve a Drainlayer's License for Valor Excavation, LLC of Pelham, NH in accordance with Nashua City Code §255-19 and authorize the Division of Public Works to temporarily suspend the license if work is found to be unsatisfactory during an initial 6-month probationary period.
- C. Motion:** To consider the request from Liberty Utilities to modify the required moratorium restoration on Northeastern Boulevard.
- D. Informational:** Street Opening Permits issued for Streets in Moratorium

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: September 24, 2026

From: Daniel Hudson, P.E., City Engineer
Engineering Department

Re: Sewer Service Permits

A. Motion: To approve the Sewer Service Permits and Fees as submitted.

Discussion: Below are Sewer Service Permits issued for the period of August 1st to August 31st, 2026.

Date	Permit No	Location Address	Resident Name/ Company Name	Comments (Residential or Commercial)	Fees	Repair	Entrance	Connection	Betterment	Record Only
8/13/2026	24511	6 Dumaine Ave Lot: H-76 Acct: 10850	GIMAK Properties, LLC	Residential / Increase Use (29 Units)	\$8,260.00		X			
8/20/2026	24512	70 Avon Dr Lot: 47-363 Acct: 6422	Paige Dessureau	Residential / Drain	\$0.00 (1)			X		
8/24/2026	24513	3 Vivien Dr Lot: A-1048 Acct:	Flatley, John J	Residential / New Connection	\$295.00		X			
8/24/2026	24514	4 Vivien Dr Lot: A-63 Acct:	Flatley, John J	Residential / New Connection	\$295.00		X			
8/24/2026	24515	5 Vivien Dr Lot: A-1047 Acct:	Flatley, John J	Residential / New Connection	\$295.00		X			
8/24/2026	24516	7 Vivien Dr Lot: A-1046 Acct:	Flatley, John J	Residential / New Connection	\$295.00		X			
8/24/2026	24517	8 Vivien Dr Lot: A-1065 Acct:	Flatley, John J	Residential / New Connection	\$295.00		X			

Sewer Service Permits

Page 2 of 2

Date	Permit No	Location Address	Resident Name/ Company Name	Comments (Residential or Commercial)	Fees	Repair	Entrance	Connection	Betterment	Record Only
8/24/2026	24518	9 Vivien Dr Lot: A-1045 Acct:	Flatley, John J	Residential / New Connection	\$295.00		X			
8/25/2026	24520	2 Chimney Stack Way Lot: G-651 Acct:	Conote, LLC	Residential / New Connection	\$295.00		X			
8/25/2026	24521	3 Chimney Stack Way Lot: G-657 Acct:	Conote, LLC	Residential / New Connection	\$295.00		X			
8/25/2026	24522	4 Chimney Stack Way Lot: G-652 Acct:	Conote, LLC	Residential / New Connection	\$295.00		X			
8/25/2026	24523	5 Chimney Stack Way Lot: G-656 Acct:	Conote, LLC	Residential / New Connection	\$295.00		X			
8/25/2026	24524	6 Chimney Stack Way Lot: G-653 Acct:	Conote, LLC	Residential / New Connection	\$295.00		X			
8/25/2026	24525	7 Chimney Stack Way Lot: G-655 Acct:	Conote, LLC	Residential / New Connection	\$295.00		X			
8/25/2026	24526	9 Chimney Stack Way Lot: G-654 Acct:	Conote, LLC	Residential / New Connection	\$295.00		X			
TOTAL					\$12,095.00					

Note:

(1) Drain permit, no amount due.

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: September 24, 2026

From: Daniel Hudson, P.E., City Engineer
Engineering Department

Re: Drainlayer's License Application
Valor Excavation, LLC

B. Motion: To approve a Drainlayer's License for Valor Excavation, LLC of Pelham, NH in accordance with Nashua City Code §255-19 and authorize the Division of Public Works to temporarily suspend the license if work is found to be unsatisfactory during an initial 6-month probationary period.

Discussion: Valor Excavation, LLC is requesting approval of a Drainlayer's License in accordance with Nashua City Code §255-19. Valor Excavation, LLC provided three references. The identified references were contacted by phone. All of the references stated that the applicant has completed projects for them and is in good standing.

We find Valor Excavation, LLC's application package and references to be satisfactory. The Engineering Department recommends approval of a license with the stipulation that the Division of Public Works can temporarily suspend the license if work is found to be unsatisfactory during an initial 6-month probationary period.

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: September 24, 2026

From: Daniel Hudson, P.E., City Engineer
Engineering Department

Re: Moratorium Restoration Modification – Northeastern Boulevard

C. Motion: To consider the request from Liberty Utilities to modify the required moratorium restoration on Northeastern Boulevard.

Attachment: Letter from Liberty Utilities dated September 8, 2026 with map of impacted areas

Discussion: Northeastern Boulevard was paved in May 2021. Over the past several years, multiple gas leaks have occurred along this roadway while it was under moratorium. Now that the roadway is out of moratorium, Liberty Utilities has decided to replace the section of leak-prone gas main in the roadway.

Liberty Utilities is requesting an exception to the required curb-to-curb milling and restoration. Specifically, Liberty is requesting to mill from the curb to the centerline, encompassing multiple existing individual patches north of Murphy Drive within a single milled area, rather than completing multiple curb-to-curb patches.

Should the Board choose to allow this exception, the work will be performed in the presence of a City Engineering Inspector.



September 08, 2026

City of Nashua | Division of Public Works | Engineering Department
Attention: Daniel Hudson, P.E., City Engineer
848 West Hollis Street
Nashua, NH 03062

RE: Northeastern Blvd. Moratorium Restoration

Attn. Mr. Hudson:

Liberty Utilities is respectfully requesting a modification for the final restoration requirements for a moratorium street. Over the past few years, we've encountered several leak repairs in Northeastern Blvd while under a pavement moratorium. With the street coming out of moratorium in May of 2026, the Liberty Engineering department has decided to replace approximately 750 feet of 4-inch coated steel gas main between #77-85 Northeastern Blvd due to the recent leak history.

The illustration below shows the recent leak repair patches relative to the main gas replacement and the proposed restoration effort. Standard, City approved restoration requirements will be followed for most of the project, including the 3-foot cutbacks at the repair patches. However, on the western side of the project, the new gas main will be installed off-pavement, limiting additional impacts to the travel way. With support from the City Nashua's Engineering Department, we'd like to propose ~100' long grind and inlay to encompass the two leak repair patches in front of #85 Northeastern Blvd but limited from the center line of the road to the curb. Details showing the approximate scope are provided below.

We appreciate the Board of Public Work's time and attention to review our restoration alternative. Please do not hesitate to reach out if there are any questions or warrants further discussion.

Best Regards,

Ian Crabtree | Liberty Utilities (New Hampshire) | Manager, Engineering
C: 978-758-3504 | E: Ian.Crabtree@libertyutilities.com
130 Elm Street, Manchester, NH 03101



2026 New Gas Main layout

3 foot cutback Leak patches

Curb to curb Moratorium mill

Center Line to Curb Mill (**Alternative**)

8' wide Pilot program milling



City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: September 24, 2026

From: Daniel Hudson, P.E., City Engineer
Engineering Department

D. Informational: Street Opening Permits issued for Streets in Moratorium

Discussion: Below is a list of Street Opening Permits issued for streets in moratorium for the period of August 1st to August 31st, 2026.

Date Approved	Permit No.	Excavation Location	Last Paved	Company Name	Type of Work
8/12/2026	26-433	37 Wethersfield Rd	2023	Liberty Utilities	Emergency Gas Leak G2
8/13/2026	26-444	16 Rosecliff Dr	2025	Liberty Utilities	Emergency Gas Leak G2
8/18/2026	26-453	8 Warton Rd	2023	Liberty Utilities	Emergency Gas Leak G2
8/18/2026	26-458	52 Raleigh Dr	2022	Liberty Utilities	Emergency Gas Leak G2



THE CITY OF NASHUA

"The Gate City"

*Division of Public Works
Administration*

Board of Public Works Meeting of September 24, 2026 Administration

Agenda

A. Informational: Director's Report

Board of Public Works Meeting of September 24, 2026

Department Reports

Engineering Department

2025 Sewer Replacement Project Contract 1. Crisp Contracting of Nashua, NH is continuing with change order work raising manholes to grade in support of the sewer lining program, as well as making emergency and scheduled sewer repairs where needed.

2026 Sewer Replacement Project Contract 1. RWC Enterprises of Nashua, NH has completed pipe work on Middle Dunstable Road. Work on Hills Ferry Rd, Dunbarton Rd, Chinook Rd, and Cypress Lane is pending.

2025 CIPP Lining of Sewer Interceptors. Insituform Technologies, LLC is completing final video review to support City acceptance of CIPP lining work. A balancing no-cost change order is being developed.

2025 CIPP Sewer Main Lining. National Water Main Cleaning Company is continuing to clean and CCTV sewer mains, and CIPP line pipes in need of rehabilitation. A change order was approved to expand their work, and additional pipes have been assigned.

MS4 Stormwater Permit. A Stormwater Coalition meeting was held on August 13th. The reporting year ended on June 30th and engineering consultant Hazen is drafting the Annual Report due to the EPA in September.

2026 Paving Program Contract 2. Sunshine Paving has completed its final mobilization. Staff are currently reviewing areas for additional paving.

2026 Pavement Preservation. Indus has completed crack sealing roadways, applying approximately 21,000 gallons of sealant.

Lock and Whitney Project. This project, which will enhance bicycle and pedestrian accommodations, is currently in the Engineering Study phase. A Proposed Action Meeting was held on August 20th, and an Engineering Study document will be completed soon.

East Hollis Street and Bridge Street Intersection. Consultant McFarland Johnson (MJ) is progressing the final design of this project and acquisition of easements is underway.

Walnut Street Oval Reconstruction. Consultant Hoyle, Tanner & Associates (HTA), is completing final design of this project planned to be advertised for construction in spring 2027. Initial discussions with property owners abutting the oval are ongoing.

Heritage Rail Trail East Project. Final design of the proposed pedestrian and bicycle trail between Main Street and Temple Street is ongoing. Initial discussions with property owners abutting the project are continuing.

Riverfront Parks Project. Contractor Morin's Landscaping of Hollis, NH has completed most of the work in Parc de la Renaissance and Bicentennial Park with final punch list work and project close out remaining.

Traffic Items. Engineering responded to the following requests, completed coordination, field review, evaluation and drafting ordinance language where appropriate as follows: extended the double yellow centerline on the westbound Pine Hill Road approach to Dublin Avenue and installed "Intersection Ahead" warning signs with 20 mph advisory speed placards on both Pine Hill Road approaches. Installed two sets of Rectangular Rapid Flashing Beacons on Ledge Street near the Ledge Street Elementary School. Drafted legislation for proposed 3-way stop at the intersection of Abbott Street and French Street.

Private Development. Reviews included newly submitted or resubmitted plans for: 444 Amherst St, 66 Concord St, 310 DW Highway (Nash Casino expansion), 21 & 35-41 East Hollis St, 181 East Hollis St, 57 Factory St, 28 Lincoln Ave, 111 Northeastern Blvd, 3-13 Putnam St & 78 Amherst St, 44 Simon St, and 11 Tara Blvd.

Sewer Service Backups/Investigations. The following locations reported sewer backups and investigations and/or assistance was provided: 56 Worcester St, 18 Hooker St, 6 Thompson Rd, Murphy Dr, 24 Yarmouth Dr, 33 Shelley St, 14 Barnesdale Rd, 222 Harris Rd, 4 Briarwood Dr, 15 Montgomery Ave, 18 Juliana Ave, Newton Rd, 70 Avon Dr, 18 Abbott St, 15-17 Brook St, 341 Main Dunstable Rd,

Street Opening Permits. Engineering issued 58 street opening permits in August.

Encumbrance Permits. Engineering issued 14 encumbrance permits in August.

Sewer Permits. Engineering issued 15 sewer permits in August.

Parks Department

Holman Stadium. The events Brew-fest and Wags to Whiskers have taken place and were both successful events. Some field damage did occur from the events and the staff will amend those areas. The Silver Knights season ended in early August as they did not make the playoffs. Daily maintenance takes place at a very high level, which is exceedingly evident in the superb field conditions at Holman Stadium. Currently we will be re sodding high wear areas to prepare for the 2027 season. Hosting movie night at Holman Stadium is being looked into by the Holman Activation committee. The 2025 and 2026 season was a two year stretch of extremes it was hot/dry and spring was very wet. This has really highlighted the need for a new irrigation system, new surface and subsurface drainage.

Stellos Stadium. The fall sports season has kicked off for the year. The schedule is extremely robust with the field be utilized seven days a week most of the time. The field will be groomed and top dressed with infield crumb-rubber in season as needed. Facility maintenance happens daily as the locker-rooms and bathrooms need constant cleaning along with the field preparations.

Field Work. Infield renovations have begun with the ballfields at Shady Lane being completed. The staff is now working on the Artillery Lane fields. Grooming on baseball and softball fields is being done on a weekly basis. Baseball, softball, soccer and football fields are being lined for the upcoming falls season. The fields see a lot of action from all the different sports being played.

Projects. We are looking to start work, or work is ongoing, at the following location

- Splash pad at Jeff Morin Park plans are developing and demolition has started.
- Stonehouse renovation work is completed.
- Bandshell renovation has finished and the results are great.
- Wading pool renovation to start this year.
- Playground inspections are ongoing with any issues that arise being addressed.
- Centennial and Rotary Pool renovations in design development.
- Holman Stadium field lights installation complete.
- Holman Stadium fire suppression system overhaul is complete.
- Holman Stadium renovations in design development.

Greeley Park. The park continues to be used heavily every day. The Stone house renovations are complete. The wading pool will be renovated this year and is currently under review at the state level. The band shell renovation has been completed and everyone has been impressed.

Mowing. One of the biggest maintenance tasks for the Parks Department during the growing season is mowing/trimming. We have been doing our best to providing good/consistent frequency of cut, but keeping up with over 150 acres of turf absorbs a great amount of our time.

Mine Falls Park. The last meeting was held on September 8th The committee collaborated on ideas for the upcoming trail days for 2026 and discussed other park topics.

Irrigation. Over 60 sites consisting of irrigation systems, pools, seasonal buildings, and the stadiums are turned on an operating.

Sports Field Work. With leagues and sports ongoing, we are at a time of the year where sports field work is a daily maintenance task. Some of this work is infield maintenance, line painting, etc. We are also beginning to implement certain cultural practices

Pools. All three of our pools (Crown Hill, Centennial, and Rotary) and the splash pad are closed for the season. We still operate them until the weather calls for us to winterize them.

Tree Work. The department has done a great job with the tree maintenance work this year and just like last year we will accomplish most of the job scopes. A majority of this work involved trees in the right of way that where problematic or hazardous for the abutting resident. During

the growing season we compile a list for winter that consists of non-hazardous trees and if we deem something hazardous we alleviate the hazard as quickly as possible. We are currently trimming back a lot of branches that are problematic for the solid waste trucks.

Vandalism. Vandalism incidents have been reported on an almost weekly basis. Our maintenance staff continue to remove graffiti and repair damage as quickly as possible; however, response times vary due to fluctuating workloads, staffing levels and weather conditions throughout the year.

Recreation Department

Wheels and Wings We held our Wheels and Wings event on Saturday, September 19th. A few thousand attendees got to see DPW Vehicles, Planes, Helicopters, and other vehicles. End 68 Hours of Hunger collected food donations at the event entrance which will be distributed to the Nashua Youth. Thankful for the partnership with the Nashua Airport to continue to host and offer a fun and free event for the community.

Halloween Boo Bash Planning our next big event- Halloween Boo Bash- taking place on Saturday, October 17th at Greeley Park. Activities include: Trunk or Treat, Tractor Hayride, Haunted House, Pumpkin Decorating, Meet and Greet, and more.

Babe Ruth Softball Our Fall Babe Ruth Softball program started practicing in early September and begin playing games against other towns in mid-September. Three teams this Fall (8U, 10U, and 12U). Program runs through end of October.

Biddy Basketball Biddy Basketball registration opened on September 1st. Registration for Jr. Biddy and Biddy levels ends September 30th, Bantam level ends October 31st.

Street Department

Street Department Completed Tasks

- 2 berms repaired
- 70 Pothole repaired
- 12 Catch basins repaired
- 7 Manhole repaired
- 12 Sewer repaired
- 14 Sidewalks repaired
- 4 Locations brush removed
- 8 Sinkholes repaired

Asphalt Repairs

- Street Department crews continue to fill potholes city wide as the weather permits

Traffic

- 14 traffic signal problems were responded to and fixed
- 6 traffic signs problems were addressed and repaired
- Traffic signs continue to be repaired daily
- Installation of new hospital sign package
- Numerous electrical issues involving street lights have been addressed
- Crosswalk striping is actively progressing

Fleet Department

Fleet Repair Shop

- Street department repairs and maintenance ongoing daily. Preparing for Fall and Winter operations
- Solid waste department repairs and maintenance ongoing daily. Preparing for Fall cleanups.
- Parks department repairs and maintenance ongoing daily. Starting Equipment preparations for Fall and Winter operations
- Wastewater department repairs and maintenance on going daily.
- Fleet conducting annual CNG inspections and annual safety inspections for city vehicles estimated completion November 1st

Weld Shop

- Continuing repairs for winter equipment.
- Daily welding repairs ongoing on all needed equipment.
- Continued rust and corrosion repairs to all vehicles and equipment ongoing

Fleet Progress for August 2026

- Completed Scheduled Repair Orders (82)
- Road Service Calls (18)
- Door traffic un-scheduled Repairs (20)
- Tire Repairs/Replacement (47)
- Miscellaneous Maintenance (13)

Fleet open positions: Mechanic 1st class; (1)Mechanic 2nd class

Solid Waste Department

The Solid Waste Department participated in the Nashua Goes Back to School Event at Holman Stadium on August the 23rd.

Recyclables Shipped in August 2026:

- 309 tons of single stream recycled materials.

- 19 tons of scrap tires shipped out.
- 5 tons of lead-acid batteries sold.
- 11 tons of E-waste.
- 6 tons textiles and books.
- 8 pails of rechargeable batteries.
- The charge for single stream recycling for August is \$70.11/ ton.

Recycling Bins & Carts:

- 36 Recycling carts were sold in August.
- 8 Recycling bins were given to 4 new residents.
- 22 Trash carts distributed or replaced.
- 33 Trash carts repaired.

Permits Sold for 2026:

- 15800 Residential Permits.
- 568 Commercial Permits.

Curbside Collection:

- 1885 tons of MSW.
- 263 tons of Recycling.
- 349 tons of Soft Yard Waste

Wastewater Department

Operations

- Continued successful operation of the Facility, which included:
 - Multiple bypass events
 - Multiple wet weather flow treatment facility events operations.
- Completed routine monthly inspections and safety checks.
- Received multiple chemical deliveries, which included
 - Bulk polymer
 - Sodium hypochlorite.
- Grit removal from our wet well.

Collections

- Monthly inspections of all combined sewer overflows (CSOs) and siphons were completed.
- Weekly pump station inspections were conducted as scheduled.

- Crew were cleaning catch basins all along Canal Street, Shadwell and Tennyson.
- Staff continued coordination with the Engineering Department to support CCTV inspections of targeted sewer system locations.
- Crews-maintained catch basins and culverts to ensure proper drainage and system flow.

Maintenance

- Continuation of preventative maintenance across the facility
- Maintenance team is continuing raw sewage pump #4 overhaul.
- The crew has been working on repairs on 2 of 3 dewatering presses.
- Work has also begun on constructing a new oil containment area in our trailer bays, this will replace the aging set-up that is currently in place.
- The electricians have been working with Viking Controls, together they are working on repairing an automation system for the wet weather facility heating and ventilation system.
- Ongoing maintenance efforts continue to support reliable facility operations.

Laboratory

- Daily laboratory analyses were completed to support permit compliance and process control.
- The monthly quality control checks were completed August 20-25, 2026, and met all acceptance criteria.
- The lab collected samples at several locations throughout the process for MBAS analysis on August 10-11, 2026.
- The lab received the results for the annual Pollutant Scan samples collected on August 4, 2026.
- On August 25, 2026, maintenance was conducted on Autoclave due to drainage failure.
- On August 28, 2026, the suction tubing was replaced on the raw influent sampler.
- The monthly duplicate E.coli count was conducted on August 31, 2026.
- The monthly visual outfall inspection was conducted on August 17, 2026.

Wastewater Project Updates

Phase II Pump Station Upgrades

- Project is complete.

Dry Well Piping and Valve Replacement

- Project is complete.

Fire Alarm Upgrades

- Project is complete and is in 1-year warranty period which ends on December 22, 2026.

Thickening Room and Drain Pipe Replacement

- Northeast Earth Mechanics has completed all the pipe installation.
- Project close-out documents are being prepared.

Loading Dock and Tank Wall Coating Project

- Pescinski Painting has completed all the coating work.
- A final inspection has occurred and there is only one item that remains to address.

Phase I Upgrades Project

- Loureiro Building Construction is the lowest qualified bidder.
- BPW approval in September pending bond approval for additional funding needed by BOA in October.

Biosolids Evaluation Project

- The project is to evaluate the feasibility of mixing yard waste with biosolids to create a dryer product that potentially can be used as daily cover material for the landfill.
- Hazen Sawyer was selected as the consultant for this project. A kick-off meeting was held on September 14th. This study should be finalized by the end of the year.

Door Upgrades 2026 Project

- An evaluation of all doors at the Wastewater Facility was conducted from which 19 doors were found to have deficiencies.
- A bid package was sent to 3 contractors with specialty in door repairs.
- The low bidder was A&B Lock and Security from Dover, NH with a bid of \$14,327.



THE CITY OF NASHUA

Division of Public Works

Administration Department

"The Gate City"

Board of Public Works Meeting of September 24, 2026 Personnel

Agenda

- A. Motion:** To approve and unseal the nonpublic minutes for Personnel from the Board of Public Works Meeting of August 27, 2026.
- B. Motion:** To accept the resignation of Michael Dube Jr., Parks, effective September 18, 2026.

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: September 25, 2026

From: Bryan Conant, Parks Department Superintendent

Re: Resignation of James Mulvey

B. Motion: To accept the resignation of Michael Dube Jr., Parks, effective September 18, 2026.

Attachments: Resignation Letter & Acceptance Letter

Discussion: Mr. Dube has worked for the Division of Public Works since 2018. He has been an asset to the City and we wish him the best of luck in his future endeavors.

August 30, 2026

Bryan Conant

City of Nashua Department of Public Works

Dear Bryan,

Please accept this letter as formal notice of my resignation from the City of Nashua Department of Public Works. My last official day will be September 18, 2026.

After nearly ten years with the City, this was not an easy decision. I am incredibly grateful for the opportunities, experiences, friendships, and trust I have been given throughout my time here.

I have decided to pursue a new professional opportunity that I believe is the right next step for me and my family.

I leave proud of the work I have done for the City of Nashua and sincerely appreciative of everyone who has supported me along the way.

Thank you for nearly ten memorable years.

Sincerely,

Michael Dube

A handwritten signature in black ink, appearing to read "Michael Dube", with a stylized, flowing script.



THE CITY OF NASHUA

"The Gate City"

*Division of Public Works
Parks Department*

September 11, 2026

Mr. Michael Dube
23 Hill House Rd.
Epsom, NH 03234

Dear Mike,

Please accept this letter as formal acknowledgment and acceptance of your resignation from your position with the City of Nashua, effective September 18, 2026.

After nearly ten years of dedicated service, we want to sincerely thank you for the hard work, commitment, and contributions you have made during your time with the City and the Department of Public Works. Your years of service have been appreciated, and your efforts have played an important role in supporting our department and the residents we serve.

While we are sorry to see you leave, we respect your decision and wish you nothing but success and happiness in your future endeavors. We hope that you look back on your years with the City with pride and take with you many positive memories and experiences.

Thank you again for your dedication and service to the City of Nashua. We wish you all the best in this next chapter.

Sincerely,

Bryan Conant
Parks Superintendent
City of Nashua
Department of Public Works

A handwritten signature in black ink that reads "Bryan Conant". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.