

7:30 PM

Aldermanic Chamber

1. PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER
2. PRAYER OFFERED BY CITY CLERK DAN HEALEY
3. PLEDGE TO THE FLAG LED BY ALDERMAN-AT-LARGE BEN CLEMONS
4. ROLL CALL
5. REMARKS BY THE MAYOR
6. RESPONSE TO REMARKS OF THE MAYOR
7. RECOGNITIONS
8. READING OF MINUTES OF PREVIOUS MEETINGS
Special Board of Aldermen - 6/10/26
9. COMMUNICATIONS REQUIRING ONLY PROCEDURAL ACTIONS AND WRITTEN REPORTS FROM LIAISONS
 - From: Sam Durfee, AICP, Planning Manager
 - Re: Referral from the Board of Aldermen on Ordinance O-26-013 amending the zoning map by rezoning land along Northeastern Boulevard and Industrial Park Drive to Highway Business (HB)

 - From: Business and Industrial Development Authority (BIDA)
 - Re: Selection of Development Proposal for Pine Street Extension Parking Lot and Former Police Training Facility
- 9(a). PERIOD FOR PUBLIC COMMENT RELATIVE TO ITEMS EXPECTED TO BE ACTED UPON THIS EVENING
- 9(b). COMMUNICATIONS REQUIRING FINAL APPROVAL
 - From: Mayor Jim Donchess
 - Re: Multi-Year Contract Award - Management of Biosolids

 - From: Mayor Jim Donchess
 - Re: Million Dollar Contract Award - Nashua Transit Buses
10. PETITIONS
11. NOMINATIONS, APPOINTMENTS AND ELECTIONS
 - Appointments by the Mayor
 - Reports of Committee
12. CONFIRMATION OF MAYOR'S APPOINTMENTS
13. UNFINISHED BUSINESS – RESOLUTIONS
 - R-26-028**
 - Endorsers: Mayor Jim Donchess
 - Alderwoman Vengerflutta Smith
 - Alderman-at-Large Michael B. O'Brien, Sr.

Alderman-at-Large Alicia Gregg
Alderman Thomas Lopez
Alderman-at-Large Lori Wilshire

RELATIVE TO THE ADOPTION OF THE FISCAL YEAR 2027 PROPOSED BUDGET FOR THE CITY OF NASHUA GENERAL, ENTERPRISE, SPECIAL REVENUE AND GRANT FUNDS

- Budget Review Committee with recommendation for final passage as amended

R-26-039

Endorsers: Mayor Jim Donchess
Alderman Patricia Klee
Alderwoman Vengerflutta Smith
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderman-at-Large Amber Morgan
Alderman-at-Large Lori Wilshire

DISCONTINUING ELEVEN EXPENDABLE TRUST FUNDS

- Budget Review Committee with recommendation for final passage

R-26-040

Endorsers: Alderman-at-Large Lori Wilshire
Alderman Richard A. Dowd
Alderman-at-Large Ben Clemons
Alderman Patricia Klee
Alderwoman Vengerflutta Smith
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Tim Sennott
Alderwoman-at-Large Amber Morgan

APPROVING THE COST ITEMS OF THREE SIDEBAR AGREEMENTS BETWEEN THE BOARD OF POLICE COMMISSIONERS AND THE POLICE SUPERVISORS ASSOCIATION NEPBA LOCAL 25 REGARDING VACATION, SICK LEAVE, AND PERSONAL DAYS

- Budget Review Committee with anticipated recommendation for final passage

R-26-041

Endorsers: Alderman Richard A. Dowd
Alderman-at-Large Ben Clemons
Alderwoman Vengerflutta Smith
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Tim Sennott
Alderman-at-Large Amber Morgan
Alderman Thomas Lopez
Alderman-at-Large Lori Wilshire

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF EDUCATION AND THE NASHUA TEACHERS' UNION, LOCAL 1044, AFT, AFL-CIO, UNIT C, SECRETARIES FROM JULY 1, 2026 THROUGH JUNE 30, 2029

- Budget Review Committee with anticipated recommendation for final passage

R-26-044

Endorsers: Alderman Richard A. Dowd
Alderman James Ravan
Alderwoman Vengerflutta Smith
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman-at-Large Alicia Gregg
Alderman Thomas Lopez
Alderman-at-Large Lori Wilshire

CHANGING THE PURPOSE OF UP TO ONE MILLION SIX HUNDRED SEVEN THOUSAND EIGHTY-FIVE DOLLARS (\$1,607,085) OF UNEXPENDED BOND PROCEEDS FROM FIVE SCHOOL BUILDING

IMPROVEMENTS PROJECTS TO THE BICENTENNIAL SCHOOL ROOF REPLACEMENT PROJECT

- Budget Review Committee with anticipated recommendation for final passage
- Board of Education with anticipated favorable recommendation

R-26-045

Endorsers: Mayor Jim Donchess
Alderman James Ravan
Alderman Vengerflutta Smith
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Thomas Lopez
Alderman-at-Large Lori Wilshire

AUTHORIZING A LEASE AGREEMENT WITH DROPBIKE CORP. DBA DROP MOBILITY AT 117 ELM STREET

- Finance Committee with recommendation for final passage

14. UNFINISHED BUSINESS – ORDINANCES

O-26-013

Endorsers: Mayor Jim Donchess
Alderman John Sullivan
Alderman Patricia Klee
Alderman Vengerflutta Smith
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderman Tim Sennott
Alderman-at-Large Shoshanna Kelly
Alderman-at-Large Lori Wilshire

AMENDING THE ZONING MAP BY REZONING LAND ALONG NORTHEASTERN BOULEVARD AND INDUSTRIAL PARK DRIVE TO HIGHWAY BUSINESS (HB)

- Planning and Economic Development Committee with recommendation for final passage

15. BUSINESS UNFINISHED AT THE PREVIOUS MEETING

R-26-015

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

SUPPORTING THE TOWN OF MERRIMACK IN ITS OPPOSITION TO AN ICE DETENTION CENTER

- tabled at Board of Aldermen meeting on 2/24/26

R-26-020

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

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF NINE HUNDRED THOUSAND DOLLARS (\$900,000) TO FUND THE PURCHASE, DESIGN, PRE-RENOVATION

WORK AND RENOVATIONS FOR A RESOURCE CENTER AT 14 MULBERRY STREET

- tabled at Special Board of Aldermen meeting on 4/22/26

16. NEW BUSINESS – RESOLUTIONS

R-26-046

Endorser: Mayor Jim Donchess

AUTHORIZING THE SALE OF SURPLUS PROPERTY

R-26-047

Endorser: Mayor Jim Donchess

AUTHORIZING AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT AND FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT WITH LANSING MELBOURNE GROUP, LLC REGARDING “NIMCO” SITE

R-26-048

Endorser: Mayor Jim Donchess

RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF \$1,607,694.55 FOR VARIOUS EXPENDITURES FROM MISCELLANEOUS REVENUE, FACILITY AND FIELD RENTAL FEES, AND ASSIGNED FUND BALANCE

17. NEW BUSINESS – ORDINANCES

O-26-018

Endorser: Alderman Derek Thibeault

REMOVING THE TOTAL TIME LIMIT FOR THE PUBLIC COMMENT PERIODS DURING COMMITTEE MEETINGS

O-26-019

Endorser: Alderman-at-Large Amber Morgan

INCORPORATING THE ENVIRONMENTAL HEALTH DEPARTMENT SUBDIVISION REVIEW FEE WITH THE OTHER SUBDIVISION PLAN REVIEW FEES

18. PERIOD FOR GENERAL PUBLIC COMMENT

19. REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

20. COMMITTEE ANNOUNCEMENTS

21. ADJOURNMENT



City of Nashua
Planning Department
229 Main Street
Nashua, New Hampshire 03061-2019

Planning & Zoning 603 589-3090
WEB www.nashuanh.gov

MEMORANDUM

Date: June 4, 2026

To: Ald. Lori Wilshire, President, Board of Aldermen
Jim Donchess, Mayor

From: Sam Durfee, AICP, Planning Manager

RE: Referral from the Board of Aldermen on Ordinance O-26-013 amending the zoning map by rezoning land along Northeastern Boulevard and Industrial Park Drive to Highway Business (HB)

At the Nashua City Planning Board's regularly scheduled meeting of June 4, 2026, the Planning Board voted unanimously to make a **favorable** recommendation to the Board of Aldermen on O-26-013.

If you have any questions concerning this notification, please contact me at 589-3090 or via durfees@nashuanh.gov.

cc: Donna Graham, Legislative Assistant
Daniel Healey, City Clerk
Bob Bollinger, Chair, NPCB



City of Nashua
Office of the Mayor – Economic Development
229 Main Street – Nashua, NH 03060

Liz Hannum
Economic Development Director
(603)589-3072
hannuml@nashuanh.gov

To: Board of Aldermen
From: Business and Industrial Development Authority (BIDA)
Date: 6/15/26
Subject: Selection of Development Proposal for Pine Street Extension Parking Lot and Former Police Training Facility

The Business and Industrial Development Authority (BIDA) recently completed its review of proposals submitted in response to the Request for Proposals for the redevelopment of the Pine Street Extension parking lot and the former Police Training Facility properties located within the Millyard District.

BIDA received two qualified proposals from development teams with distinct visions for the future of these important sites. Following a thorough evaluation process, BIDA conducted interviews with both proposers and carefully considered each proposal's merits, feasibility, and potential contribution to the continued growth and vitality of the Millyard District.

After completing its review, BIDA determined that the proposal submitted by the Lansing Melbourne Group (LMG) best aligns with the City's redevelopment objectives and offers the greatest overall benefit to the community and the Millyard District. The selected proposal presents a strong vision for activating these properties while supporting ongoing economic development efforts within the area.

The Board of Aldermen previously adopted Resolution R-23-168, authorizing BIDA to negotiate and enter into agreements for the transfer and redevelopment of these properties. Consistent with that authorization, BIDA has selected LMG as the preferred developer and has authorized staff and legal counsel to begin negotiations and prepare a Purchase and Sale Agreement for the disposition and redevelopment of the properties.

A Purchase and Sale Agreement will be presented to the Board of Aldermen in the near future for review and approval.

Sincerely,

Liz Hannum
Economic Development Director on behalf of BIDA

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: June 10, 2026
Re: Multi-Year Contract Award – Management of Biosolids

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

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the June 17, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: 3-year agreement for the management of Class B Biosolids
Value: \$3,894,445
Vendor: Waste Management of New Hampshire
Purchasing Memo#: 26-189 dated June 10, 2026
Contract Term: 3 years

Thank you.



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

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

June 10, 2026
Memo #26-189

TO: Mayor Donchess
Finance Committee

SUBJECT: Long-Term Management of biosolids in the amount not to exceed \$3,894,445 funded from Wastewater Fund/ 54- Property Services

Please see attached communications from David Boucher, Superintendent of the Wastewater Department, dated May 28, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Long-term Management of Class B Biosolids
Value: \$3,894,445
Department: 169 Wastewater
Vendor: Waste Management of New Hampshire
Fund: Wastewater Fund/ 54-Property Services
Term: 3 years

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

A competitive bid, IFB1088-051326, was issued and the following bids were received:

Vendor	Location
Waste Management of NH	Westborough, MA
New England Waste Services of ME	Portsmouth, NH
Resource Management, Inc.	Holderness, NH

Division of Public Works: Wastewater, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: D Boucher, C O'Connor, T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: May 28, 2026

From: David L. Boucher, Superintendent
Wastewater Department

Re: Long Term Management of Biosolids

B. Motion: To approve the three-year contract in an amount not to exceed \$3,894,445 with Waste Management of New Hampshire, Inc of Rochester, NH for management of biosolids at the Wastewater Treatment Facility. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 54 Property Services.

Attachments: Bid Summary Schedule

Discussion: The Wastewater Facility currently generates Class B Biosolids and requires outside management due to the federal and state rules and regulations for sludge hauling and beneficial reuse. The City put out a request for proposals in April, 2026 for annual pricing for a total of three years, based off of wet tons. We also had additional pricing for any biosolids that were not Class B, as well as for three additional years, in the event that we would like to extend the contract.

The bids received are summarized below. Waste Management of New Hampshire, Inc was the low bidder. The contract amount is being calculated at year's 1-3 price per year for Class B for the estimated 8500 wet tons annually that the Wastewater Treatment Facility generates. This brings the total contract amount to \$3,894,445.

	Class B			Non Class B			Bid Alt Class A		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
	per wet ton	per wet ton	per wet ton	per wet ton	per wet ton	per wet ton	per wet ton	per wet ton	per wet ton
Waste Management of New Hampshire	\$147.50	\$152.66	\$158.01	\$165.20	\$170.98	\$176.97	\$115.50	\$119.54	\$123.73
RMI	\$182.50	\$191.63	\$201.21	\$315	\$330.75	\$347.29	\$182.50	\$191.63	\$201.21
New England Waste Services	\$212	\$222.6	\$233.73	\$212	\$222.6	\$233.73	n/a	n/a	n/a



Contract for Independent Contractor

Long-Term Management of Wastewater Biosolids

IFB1088-051326

A CONTRACT BETWEEN

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

Waste Management of New Hampshire, Inc.

and its successors, transferees and assignees (together "Independent Contractor")

(Name and Title of Independent Contractor)

1700 Park Drive, Suite 300, Westborough, MA 01581

(Address of Independent Contractor)

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of an Independent Contractor; and

WHEREAS, it is deemed that the services of an Independent Contractor herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

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

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

1. Documents Incorporated. The following exhibits are by this reference incorporated herein and are made part of this contract:

Exhibit A - General Conditions for Contracts; and

Exhibit B – IFB1088-051326 Bid Schedule dated **May 20, 2026**

Exhibit C – Fuel Surcharge Schedule – APPENDIX C

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

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

2. Work to be Performed. Except as otherwise provided in this contract, Independent Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and

perform in accordance with the terms and conditions of the contract the work described.

Description of Work:

The Independent Contractor shall furnish all labor, equipment, containers, transportation, and services necessary for the removal, hauling, and management of dewatered wastewater biosolids generated at the Nashua Wastewater Treatment Facility (WWTF). This includes providing appropriate containers, removing all biosolids generated during normal operating hours (Monday through Friday, 7:00 AM to 2:00 PM, and weekends as necessary), and ensuring removal occurs within 24 hours of notification. The Contractor shall assume ownership of all biosolids upon removal and shall be responsible for lawful handling, transportation, and beneficial reuse or disposal in accordance with all applicable federal, state, and local regulations and permits.

The Contractor shall coordinate operations with WWTF staff, provide qualified personnel for scheduling and communication, and ensure all hauling activities comply with New Hampshire Department of Environmental Services requirements. The work also includes maintaining appropriate permits, providing required reporting and weight documentation, and ensuring all biosolids are managed in an environmentally responsible manner, including land application or other approved beneficial use methods.

3. Period of Performance. Independent Contractor shall perform and complete all work within the time periods set forth and shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Independent Contractor shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

The contract will be for initial period of **three (3) years**, with first year commencing on **July 1, 2026 and terminating on June 30, 2029**. The City will consider three (3) additional one (1) year extensions of the contract upon satisfactory performance of the vendor. Each year of the contract (the initial three (3) years and any one (1) year extensions if awarded) is subject to annual budget appropriations and at the City of Nashua’s sole discretion. A separate/amended purchase order shall be issued for each year of the contract.

4. Compensation. Independent Contractor agrees to perform the work for a total cost not to exceed

THREE MILLION EIGHT HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS
(\$3,894,445)

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

Unless Independent Contractor has received a written exemption from the City of Nashua, Independent Contractor shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such applications shall be supported by such data substantiating the Independent Contractor’s right to payment as the City of Nashua may reasonably require. Independent Contractor shall submit requests for payment for services performed under this agreement directly to:

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to: **City of Nashua, City Hall
Accounts Payable
229 Main Street
Nashua, NH 03060**

Please do not submit invoices both electronically and paper copy.

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

The City of Nashua will pay for work satisfactorily completed and accurately invoiced by Independent Contractor within thirty (30) days from the time of approval by the City of Nashua.

5. Effective Date of Contract. This contract shall not become effective until the date of execution by the City of Nashua.


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

<u>City of Nashua Representative:</u>	<u>Independent Contractor Representative:</u>
Noelle Osborne, Operations Supervisor	Jonathan Wagman, Area Director, Industrial Sales
City of Nashua –Wastewater Treatment Facility	Waste Management of New Hampshire, Inc.
2 Sawmill Road	4 Liberty Lane
Nashua, NH 03060	West Hampton, NH 03842
Email: OsborneN@NashuaNH.gov	Email: jwagman@wm.com

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

In Witness Whereof, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

City of Nashua, NH (signature)



Waste Management of New Hampshire, Inc. (signature)

James W. Donchess, Mayor
(Printed Name and Title)

Jonathan Wagman, Area Director, Industrial Sales
(Printed Name and Title)

Date

6-18-2026

Date

Exhibit A
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General Conditions

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General Terms and Conditions

1. **Definitions.** Unless otherwise required by the context, "Independent Contractor", and its successors, transferees and assignees (together "Independent Contractor") includes any of the Independent Contractor's consultants, sub consultants, contractors, and subcontractors

2. **Independent Contractor Status.** The parties agree that Independent Contractor shall have the status of and shall perform all work under this contract as an Independent Contractor, 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 Independent Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Independent Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Independent Contractor is not a City of Nashua employee and that there shall be no:
 - (1) Withholding of income taxes by the City of Nashua;
 - (2) Industrial insurance coverage provided by the City of Nashua;
 - (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
 - (4) Participation or contributions by either the Independent Contractor or the City of Nashua to the public employee's retirement system;
 - (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
 - (6) Unemployment compensation coverage provided by the City of Nashua.

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

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

4. **City of Nashua Representative.** The City of Nashua may designate a City of Nashua representative for this contract. If designated, all notices, project materials, requests by Independent Contractor, and any other communication about the contract shall be addressed or be delivered to the City of Nashua Representative.
5. **Changes to Scope of Work.** The City of Nashua may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Independent Contractor's performance under the contract. Independent Contractor shall provide to the City of Nashua within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, 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 Independent Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Independent Contractor'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 Independent Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Independent Contractor of the change.

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

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

6. **City of Nashua Cooperation.** The City of Nashua agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Independent Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Independent Contractor also agree to attend all meetings

called by the City of Nashua or Independent Contractor to discuss the work under the Contract, and that Independent Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

7. **Discovery of Conflicts, Errors, Omissions, Ambiguities, or Discrepancies.** Independent Contractor warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Independent Contractor. All future questions Independent Contractor may have concerning interpretation or clarification of

this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Independent Contractor's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Independent Contractor prior to having received the City of Nashua's resolution shall be at Independent Contractor's risk and expense. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Independent Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. Termination of Contract

A. Termination, Abandonment, Or Suspension at Will. The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Independent Contractor 10 days' 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, Independent Contractor shall:

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

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

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

Upon receipt of notice of termination for cause, Independent Contractor shall:

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

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

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

C. General Provisions for Termination. Upon termination of the contract, the City of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Independent Contractor shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Independent Contractor assigned to the performance of the contract.

Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Independent Contractor's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Independent Contractor's control.

9. **Dispute Resolution.** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall

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

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

11. Insurance. Independent Contractor 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;** and
- Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

Independent Contractor 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 Independent Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Independent Contractor under this contract. The City of Nashua shall not maintain any insurance on behalf of Independent Contractor. Subcontractors are subject to the same insurance requirements as Independent Contractor and it shall be the Independent Contractor's responsibility to ensure compliance of this requirement.

Independent Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract. 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, Employers' Liability and Auto Liability policies must name the City of Nashua as an additional insured and reflect on the certificate of insurance. Independent Contractor 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, Independent Contractor 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 Independent Contractor of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Independent Contractor 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.
- Independent Contractor 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 Independent Contractor or anyone employed, directed, or supervised by Independent Contractor.

12. Indemnification. Regardless of any coverage provided by any insurance, Independent Contractor agrees to indemnify and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Independent Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Independent Contractor'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 Independent Contractor with a right of payment over any other entity. Any funds obligated by the City of Nashua under this contract that are not paid to Independent Contractor shall automatically revert to the City of Nashua's discretionary control upon the completion, termination, or cancellation of the agreement. The City of Nashua shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Independent Contractor. Independent Contractor shall have no claim of any sort to the unexpended funds.

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

15. Compliance with Applicable Laws. Independent Contractor, 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. Independent Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

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

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

Independent Contractor 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 Independent Contractor under this contract.

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

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

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

18. Assignment, Transfer, Delegation, or Subcontracting. Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without

the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

19. **City Inspection of Contract Materials.** The books, records, documents and accounting procedures and practices of Independent Contractor related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **Disposition of Contract Materials.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Independent Contractor's expense, by Independent Contractor to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Independent Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract must be retained by Independent Contractor for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Independent Contractor shall promptly remit and deliver the materials, at Independent Contractor's expense, to the City of Nashua. Independent Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Independent Contractor's obligations under this contract without the prior written consent of the City of Nashua.
21. **Public Records Law, Copyrights, and Patents.** Independent Contractor expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Independent Contractor (including those remitted to the City of Nashua by Independent Contractor 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 Independent Contractor in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Independent Contractor. The City of Nashua shall have the right to reproduce any such materials.

Independent Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any

claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City of Nashua or any of its officers or employees, in either their official or individual capacity of the City of Nashua, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Independent Contractor agrees to indemnify, to defend, and to hold harmless the City of Nashua, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Independent Contractor infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Independent Contractor infringes any patent.

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

22. **Final Acceptance.** Upon completion of all work under the contract, Independent Contractor shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Independent Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Independent Contractor with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Independent Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.
23. **Taxes.** Independent Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Independent Contractor hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
24. **Non-Waiver of Terms and Conditions.** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
25. **Rights and Remedies.** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
26. **Prohibited Interests.** Independent Contractor shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Independent Contractor warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Independent Contractor. If any such interest comes to the attention of Independent Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Independent Contractor also warrants that it

presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Independent Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

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

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

27. **Third Party Interests and Liabilities.** The City of Nashua and Independent Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Independent Contractor.
28. **Survival of Rights and Obligations.** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.
29. **Severability.** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.
30. **Modification of Contract and Entire Agreement.** This contract constitutes the entire contract between the City of Nashua and Independent Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
31. **Choice of Law and Venue.** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or

contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

EXHIBIT B

THIS FORM MUST BE SUBMITTED WITH ALL RESPONSES TO IFB

CITY OF NASHUA, NEW HAMPSHIRE

IFB1088-051326

LONG-TERM MANAGEMENT OF WASTEWATER BIOSOLIDS

BID SUMMARY SCHEDULE

Project Pricing	Class B Biosolids		Non Class B Biosolids		Bid Alternate Class A Biosolids	
1. Pricing for three calendar years, per wet ton, to pick up, transport, and dispose of the City of Nashua's Biosolids (including container). Amount to be invoiced and paid on a monthly basis	Year 1	\$ <u>147.50</u> / wet ton	Year 1	\$ <u>165.20</u> / wet ton	Year 1	\$ <u>115.50</u> / wet ton
	Year 2	\$ <u>152.66</u> / wet ton	Year 2	\$ <u>170.98</u> / wet ton	Year 2	\$ <u>119.54</u> / wet ton
	Year 3	\$ <u>158.01</u> / wet ton	Year 3	\$ <u>176.97</u> / wet ton	Year 3	\$ <u>123.73</u> / wet ton
Optional	Class B Biosolids		Non Class B Biosolids		Bid Alternate Class A Biosolids	
2. Pricing for years four through six per wet ton for pick up, transportation, and disposal of the City of Nashua's biosolids (including container). Amount to be invoiced and paid on a monthly basis	Year 4	\$ <u>167.49</u> / wet ton	Year 4	\$ <u>187.58</u> / wet ton	Year 4	\$ <u>128.06</u> / wet ton
	Year 5	\$ <u>177.54</u> / wet ton	Year 5	\$ <u>198.84</u> / wet ton	Year 5	\$ <u>132.54</u> / wet ton
	Year 6	\$ <u>188.19</u> / wet ton	Year 6	\$ <u>210.77</u> / wet ton	Year 6	\$ <u>137.18</u> / wet ton

NOTE: Class B and Non -Class B and Alternate Class A Biosolids costs include management, transport and disposal costs. The intent is to award the lowest, responsible bidder based on price per ton for the first 3 years of Class B Biosolids removal. Consideration will be also be given to the cost per ton for Non-Class B Biosolids and Alternate Class A removal before making final determination of award.

THIS FORM MUST BE SUBMITTED WITH ALL RESPONSES TO IFB

CITY OF NASHUA, NEW HAMPSHIRE

IFB1088-051326

LONG-TERM MANAGEMENT OF WASTEWATER BIOSOLIDS

Comments, Exceptions, Additional Pricing Information:

Independent Contractor Name and Address:

(Authorized Signature)



(Printed Name and Title)

Christopher Lucarelle

Phone:

413.531.9904

E-mail:

clucarel@wm.com

(Date)

May 20, 2026

APPENDIX C- Fuel Calculation

Fuel Surcharge Schedule

How Is the Surcharge Determined?

Each month, the average diesel price published by the U.S. Energy Information Administration (EIA) for the New England region (PADD 1A) is used to determine which surcharge band applies.

A floor price of \$4.00 per gallon is built into the base management rate. No surcharge is charged when the monthly average falls below \$4.10. When the average exceeds \$4.09, the applicable per ton surcharge is pulled directly from the table below.

How to Use the Table

At the start of each month, find the row in the table where the prior month's EIA average price falls. The Per Ton Surcharge in that row is multiplied by the total tons delivered during the month. That amount is invoiced as a separate line item on the monthly settlement.

Example: If the EIA monthly average is \$5.85, the applicable band is \$5.80-\$5.89, and the surcharge is \$5.50 per ton.

Fuel Surcharge Schedule

EIA Monthly Avg (Low)	EIA Monthly Avg (High)	Per Ton Surcharge	% of Base Rate (\$147.50/ton)
\$4.00	\$4.09	No Surcharge	---
\$4.10	\$4.19	\$0.43	0.29%
\$4.20	\$4.29	\$0.73	0.49%
\$4.30	\$4.39	\$1.03	0.70%
\$4.40	\$4.49	\$1.33	0.90%
\$4.50	\$4.59	\$1.63	1.11%
\$4.60	\$4.69	\$1.92	1.30%
\$4.70	\$4.79	\$2.22	1.51%
\$4.80	\$4.89	\$2.52	1.71%
\$4.90	\$4.99	\$2.82	1.91%

The City of Nashua
 Invitation to Bid - Long-Term Management of Wastewater Biosolids

\$5.00	\$5.09	\$3.12	2.12%
\$5.10	\$5.19	\$3.42	2.32%
\$5.20	\$5.29	\$3.71	2.52%
\$5.30	\$5.39	\$4.01	2.72%
\$5.40	\$5.49	\$4.31	2.92%
\$5.50	\$5.59	\$4.61	3.13%
\$5.60	\$5.69	\$4.91	3.33%
\$5.70	\$5.79	\$5.20	3.53%
\$5.80	\$5.89	\$5.50	3.73%
\$5.90	\$5.99	\$5.80	3.93%
\$6.00	\$6.09	\$6.10	4.14%
\$6.10	\$6.19	\$6.40	4.34%
\$6.20	\$6.29	\$6.70	4.54%
\$6.30	\$6.39	\$6.99	4.74%
\$6.40	\$6.49	\$7.29	4.94%

Gold highlight = current EIA band (\$5.80-\$5.89). Blue shading = floor band, no surcharge. Base rate: \$147.50/ton.

Billing

The fuel surcharge is billed as a separate line item each month. The surcharge rate is set at the beginning of the month using the prior month's EIA average and does not change mid-month. Supporting EIA price documentation is available upon request.

This schedule is reviewed annually. Either party may request a review if diesel prices move materially outside the current table range.

EIA PADD 1A On-Highway Diesel Price | Source: U.S. Energy Information Administration | www.eia.gov

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: June 10, 2026
Re: Million Dollar Contract Award – Nashua Transit Buses

Pursuant to NRO : § 5-74/B: E. Approval by the Finance Committee of a contract award in excess of \$1,000,000 shall be submitted to the full Board of Aldermen at its next regularly scheduled meeting for final approval prior to award of the contract.

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the June 17, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: Purchase of 4 ADA accessible buses for demand response service
Value: \$1,008,628
Vendor: Model 1 Commercial Vehicles Inc.
Purchasing Memo#: 26-191 dated June 10, 2026

Thank you.



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

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

June 10, 2026
Memo #26-191

TO: Mayor Donchess
Finance Committee

SUBJECT: ADA accessible buses in the amount not to exceed \$1,008,628 funded from Grant and CERF/ 81- Capital Outlay/Improvements

Please see attached communications from Camille Correa, Transportation Manager, dated June 8, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of four (4) Dodge Ram Promaster ADA accessible low floor cutaway buses
Value: \$1,008,628
Department: 186 Transportation
Vendor: Model 1 Commercial Vehicles Inc.
Fund: Federal Grant/81- Capital Outlay/Improvements \$857,334
NHDOT Grant/81- Capital Outlay/Improvements \$75,647
CERF/81-Capital Outlay/Improvements \$75,647

Ordinance: Pursuant to § 5-84 Special purchase procedures A/(3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions

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

Regards,

Amy Girard
Purchasing Manager

Cc: C Correa
D Enwright
T Cummings



City of Nashua

Community Development Division

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

Community Development	589-3095
Planning and Zoning	589-3090
Building Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Conservation Commission	589-3105
Transportation	880-0100
FAX	589-3119

To: Amy Girard, Purchasing Manager
From: Camille Correa, Transportation Administrator
Date: June 8, 2026
Re: Nashua Transit System (NTS) Purchase Four (4) Dodge Ram Promaster ADA accessible low floor cutaway buses from Model 1 Commercial Vehicles, Inc.

NTS is seeking approval to purchase 4 (four), ADA accessible Dodge Ram Promaster Low Floor Cutaway Buses to replace 4 (four) ADA accessible cutaway buses that have met useful life. The total amount to purchase the 4 (four) cutaway buses is \$1,008,628 (85% federal grant funding in the amount of \$857,334; local match (CERF) at 7.5% in the amount of \$75,647 and NHDOT match at 7.5% in the amount of \$75,647. The price for one vehicle is \$252,157. The anticipated timeframe to build and receive the four new buses is 9-12 months.

The Price Proposal from Model 1 Commercial Vehicles, Inc. in the amount of \$1,008,628 follows the Arizona Cooperative Agreement Contract # CTR080561 for bus purchases.

At this time there is no electric option for a 23' cutaway bus with a ramp. The only electric option is available in a van and not a bus. An NTS ADA small bus for demand response service may travel on an average day up to 180 miles. The electric van has a range of less than 120 miles in a day and may only be able to power the AC/Heat and radios and lifts. The NTS revenue vehicle uses auxiliary equipment such as electric ramps, cameras, tablets, heaters, AC, two-way radios, header signs. The electric vehicle van is not a viable option for NTS because it is equipped with a lift and can not travel the average distance required per day.

NTS recommends replacing the four ADA accessible low floor cutaway buses that have met useful life, with four unleaded Dodge Ram Promasters, ADA accessible low floor cutaway buses with ramps.

**CITY OF NASHUA
CONTRACT FOR THE SALE
OF GOODS**

This Contract for the Sale of Goods ("Contract") is made and entered into as of the 17th day of June ("Effective Date") by and between the **City of Nashua**, a municipal corporation ("City" or "Buyer"), and **Model 1 Commercial Vehicles**, ("Seller") and hereby acknowledges the request to purchase (4) Dodge Ram Promaster ADA Accessible Low Floor Cutaway buses. This Contract, all exhibits to the Contract, including Exhibit A bus specifications, pricing and warranty and Exhibit B federal clauses are collectively referred to as the "Contract Documents."

RECITALS

1. The City will purchase (4) Dodge Ram Promaster ADA accessible low floor buses ("buses" or "Goods"), as more fully described in the Contract Documents;
2. City has determined that Seller is capable of providing the Buses at a fair and reasonable price and in a timely manner; and,
3. City agrees to purchase the Buses from Seller, subject to the terms and conditions of the Contract Documents.

NOW, THEREFORE, in consideration of the mutual covenants and promises of City and Seller contained herein and the receipt of good and valuable consideration, the receipt of which is hereby acknowledged, City and Seller hereby agree as follows:

AGREEMENT

1. Recitals. The above Recitals are true and correct and incorporated herein by reference.
2. Purchase of Buses. Seller agrees to sell to City and City agrees to purchase from Seller four (4) buses pursuant to the terms of this Contract.
3. Contract documents:
 1. **Contract:** In the event of a conflict between this Contract and the other Contract Documents, the terms of this Contract shall control for all purposes.
 2. **Exhibit A:** A complete listing of the required specifications, pricing and warranty for the Buses. The pricing in Exhibit A follows the Arizona Cooperative Agreement CTR: 080561.

2. Exhibit B: FTA Clauses for Rolling Stock

4. Term of Contract. This Contract shall be effective as of the effective date executed and shall terminate three (3) years from the effective date or after the buses have been purchased and delivered, whichever is later, unless earlier terminated or extended as provided for herein. Provided, however, that in no event shall the term of this Contract be for longer than 3 years.
5. Purchase Price for Dodge Ram Promaster ADA accessible low floor cutaway bus. The total price of the Dodge Ram Promaster ADA accessible low floor cutaway buses is \$ **1,008,628**, as further summarized in Exhibit A of this Contract, shall not exceed \$ **252,157** for each bus, without City's prior written approval. The arrival date of the buses is 9-12 months after the order is placed.
6. Invoicing and Payment. Seller shall invoice the City for the full price of each Dodge Promaster low floor cutaway bus within thirty (30) calendar days following the date of final acceptance for such bus. For purposes of this Contract, "date of final acceptance" shall mean the date each Dodge Promaster low floor cutaway bus is inspected and accepted. No finance charges shall be paid by the City. The City shall pay Seller within thirty (30) calendar days of receipt of an undisputed invoice or payment will be made in a reasonable length of time after approval and receipt of funds from FTA or other funding sources, where applicable. There will be no prepayments or down payments made on this procurement.
 - A. Invoicing for payment. Seller's invoices must include the City's Purchase Order number, be billed and payable in U.S. dollars and paid by payment methods agreed to by both the Seller and City. All requests for payment shall be mailed to: Accounts Payable, City of Nashua, 229 Main St., Nashua, New Hampshire 03060 and emailed to accountspayable@nashuanh.gov.
7. Delivery of Goods. Unless otherwise specified in writing by the City, Seller shall deliver the Dodge Promaster low floor cutaway buses to City at Nashua Transit City's offices located at 11 Riverside Street Nashua, New Hampshire with shipping and insurance charges included in the price. Shipments shall be accepted Monday through Friday, 8:00 AM to 4:00 PM, excluding holidays. Seller is required to notify the City's purchasing agent in advance if delivery cannot be made during these hours. Delivery must be at a mutually agreed upon time, no later than 12 months after the order is placed. The Dodge Promaster low floor cutaway buses shall be delivered to City by Seller free of any liens and encumbrances.

8. Inspection and Acceptance. The Dodge Promaster low floor cutaway buses shall be received by City subject to City's reasonable inspection, testing, approval, and acceptance. If the Dodge Promaster low floor cutaway buses is rejected by the City as nonconforming, City may return the Dodge Promaster low floor cutaway buses to Seller at Seller's risk and expense, and the Dodge Promaster low floor cutaway buses shall not be replaced or repaired by Seller without written authorization from City. If City does not provide written acceptance or a list of deficiencies within the thirty (30) calendar days following Seller's delivery of the Dodge Promaster Low Floor Cutaway Buses as required by Section 6 of this Contract, the Dodge Promaster Low Floor Cutaway Buses shall be deemed accepted.

9. Title/Risk of Loss. Title, ownership, and risk of loss or damage of the Dodge Promaster low floor cutaway buses shall remain with Seller until Dodge Promaster low floor cutaway buses are delivered to, inspected and accepted by City, except when such loss or damage is due to the fault or negligence of City. Once accepted by City, title, ownership, and risk of loss shall transfer to City.

10. Termination and Suspension. The City, 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 chooses to terminate, abandon, or suspend all or part of the project, it shall provide Seller thirty (30) day's written notice of its intent to do so. If all or part of the project is suspended for more than ninety (90) days, the suspension shall be treated as a termination at will of all or that part of the project and contract.

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

- A.** Immediately discontinue work on the date and to the extent specified in the notice.
- B.** Provide the City with a list of all unperformed services.
- C.** 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.

- D.** Immediately make every reasonable effort to obtain cancellations upon terms satisfactory to the City 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 any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.

- E.** Not resume work after the effective date of a notice suspension until receipt of written notice from the City to resume performance.

In the event of a termination, abandonment, or suspension at will, Seller shall receive all amounts due and not previously paid to Seller for work satisfactorily completed in accordance with the Contract Documents 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.

TERMINATION FOR CAUSE

This agreement may be terminated by the City on ten (10) calendar day's written notice to Seller in the event of a failure by Seller 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, to complete or make sufficient progress on the work in a timely and professional manner.

Seller shall be given an opportunity for consultation with the City prior to the effective date of the termination.

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

- A.** Immediately discontinue work on the date and to the extent specified in the notice.
- B.** Provide the City with a list of all unperformed services.
- C.** 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.
- D.** Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City 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 any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
- E.** Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the City to resume performance.

In the event of a termination for cause, Seller shall receive all amounts due and not previously paid to Seller 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 by reasons of Seller's failure. Seller shall not be relieved of liability to the City for damages sustained from the failure, and the City may withhold any payment to the Seller until such time as the exact amount of damages due to the City is determined. All claims for payment by the Seller must be submitted to the City within 30 days of the effective date of the notice of termination.

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

GENERAL PROVISIONS FOR TERMINATION

Upon termination of the contract, the City may take over the work and prosecute it to completion by agreement with another party or otherwise. Upon termination, City shall be entitled to all work and goods produced or received as of the date of termination, unless otherwise returned or rejected by the City. Upon termination of the contract or in the event Seller shall cease conducting business, the City shall have the right to solicit applications for employment from any employee of the Seller assigned to the performance of the contract. Neither party shall be considered in default of the 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 Seller's principals, officers, employees, agents, subcontractors, sub consultants, vendors, or suppliers are expressly recognized to be within Seller's control.

- 11.** Indemnification. To the fullest extent permitted by law, Seller shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees resulting from, or related to, this Contract, and/or arising out of any failure to comply with applicable law,

any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, except where such loss or damage was caused by the sole negligence, or willful misconduct of the City. The provisions of this section shall survive the completion, termination or suspension of this Contract.

City shall promptly notify Seller of any claim and reasonably cooperate, assist and provide appropriate information (at Sellers's expense) for the defense of the action. Seller shall pay all damages and costs awarded therein against City but shall not be responsible for any compromise made without Seller's consent, which consent shall not be unreasonably withheld.

12. Warranties. In addition to any warranties provided for under the Contract Documents, Seller warrants that the Dodge Promaster Low Floor Cutaway Buses, including any component or replacement parts, furnished, manufactured or provided by Seller will be free from defects in material and workmanship for a period of 3 years/50,000 miles after acceptance of the Dodge Promaster Low Floor Cutaway Buses by City. Any additional warranties provided by law, including, but not limited to, the warranty of merchantability and warranty of fitness as outlined in Exhibit A for a particular purpose shall remain in full force and effect and inure to the benefit of City. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Dodge Promaster Low Floor Cutaway Buses.

13. Remedies. In the event of a material breach of the Contract documents by Seller, City may avail itself of any other right and remedies available at law or in equity. Nothing herein shall limit City's rights to seek any available remedy including, but not limited to, damages and/or equitable relief, in a court of competent jurisdiction.

Notwithstanding any provisions of this Contract, Seller shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Seller, and City may withhold any payments due to Seller until such time as the exact amount of damages, if any, due City from Seller is determined. In the event of termination, Seller shall be compensated as provided for in this Contract.

14. Compliance with Laws & Federal Changes. Seller shall comply with all applicable laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of the Contract Documents. Without

limiting the foregoing, Seller shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of the contract. Seller's failure to comply shall constitute a material breach of the contract.

- 15.** Notice of Material Change in Business. Seller agrees that, if it experiences a material change in its business during the term of this Contract, including, without limitation, a reorganization, restructuring, leveraged buyout, and/or bankruptcy, Seller will immediately notify City of the change in writing.
- 16.** Notices. All notices, requests, demands, and other communications required to or permitted to be given under the Contract Documents shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party; (b) when received if sent by telex or facsimile at the address and number set forth below; (c) three (3) business days after the same have been deposited in a United States Post Office with certified mail, return receipt requested, postage prepaid and addressed to the parties as set forth below; or (d) the next business day after same have been deposited with a national overnight delivery service reasonably approved by the parties (Federal Express and UPS being deemed approved by the parties), postage prepaid, addressed to the parties as set forth below with next-business-day delivery guaranteed:

TO SELLER: Name: Model 1
Attn: Patrick Claffey
Address: 9225 Priority Way West Dr Suite 300
City: Indiana, Indiana 46240
Telephone: 603.810.9581

TO CITY: Name: Nashua Transit System
Attn: Camille Correa
Address: 11 Riverside St.
City: Nashua, NH 03062
Telephone: 603.821.2035

A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this section by giving the other parties written notice of the new address in the manner set forth above.

- 17.** Entire Agreement. The Contract Documents, including all attachments thereto, contain the entire agreement between City and Seller in connection with the transaction contemplated hereby and the subject matter hereof and the Contract Documents supersede and replace any and all prior and contemporaneous agreements, understandings, and communications between the parties, whether oral or written, with regard to the subject matter hereof or any course of dealing, course of performance, or usage of the trade. Parol evidence shall be inadmissible to show agreement by and between City or Seller to any term or condition contrary to or in addition to the terms and conditions contained in the Contract Documents. Both parties acknowledge that each has not relied on any promise, representation or warranty, express or implied, not contained in the Contract Documents.
- 18.** Modification. The Contract Documents shall not be modified in any manner except by a writing signed by both City and Seller provided that the City at any time by written order and without notice may make changes within the general scope of this Contract. If any such changes cause an increase or decrease in the cost of or the time required for performance hereunder, an equitable adjustment shall be made by written modification to the Contract. Any claim by the Seller for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Seller of the notification of change.
- 19.** Assignment. Seller shall not delegate or subcontract any duties or assign any rights or claims under the Contract Documents without City's prior written consent.
- 20.** Severability. If any term or provision of the Contract Documents shall, to any extent, be held invalid or unenforceable, the remainder of the Contract Documents shall not be affected.
- 21.** Waivers. A waiver or breach of a covenant or provision in the Contract Documents shall not be deemed a waiver of any other covenant or provision in the Contract Documents and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

22. Construction. The section headings and captions of this Contract are, and the arrangement of this instrument is, for the sole convenience of the parties to this Contract. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Contract. The singular form shall include plural, and vice versa. Unless otherwise indicated, all references to sections are to this Contract. All exhibits referred to in this Contract are attached hereto and incorporated herein by this reference.
23. City and Seller acknowledge and agree that the Contract Documents have been negotiated at arm's length, that each party has been represented by independent counsel and/or has had an opportunity to consult with and be represented by independent counsel, that the Contract Documents are deemed to be drafted by both parties, that no one party shall be construed as the drafter of the Contract Documents, and that any rule of construction that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of the Contract Documents.
24. Counterparts. This Contract may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.
25. Time of the Essence. Seller and City hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof, particularly, and without limitation of factors contributing to the need for timely compliance of the Contract Documents.
26. Successors. This Contract shall inure to the benefit of and shall be binding upon the parties to this Contract and their respective heirs, successors in interest, and assigns. This Contract may only be assigned upon written approval and agreement of the parties, which approval will not be unreasonably withheld. Any purported assignment of this Contract without the prior written approval of all parties shall be null and void.
27. Governing Law. The parties acknowledge that the Contract Documents have been negotiated and entered into in the State of New Hampshire, Hillsborough County. The parties agree that the Contract Documents shall be governed by, interpreted under, and

construed and enforced in accordance with the laws of the State of New Hampshire. Venue for any action or proceeding relating to or arising out of the Contract Documents shall be in the State of New Hampshire Superior Court Hillsborough County South.

- 28.** No Third Party Beneficiary Rights. This Contract is entered into for the sole benefit of City and Seller. No other parties are intended to be direct or incidental beneficiaries of this Contract and no third party shall have any right in, under or to this Contract.
- 29.** No Joint Venture or Other Relationship Created. The relationship between City and Seller is that solely of a seller and a buyer and no joint venture, partnership or other relationship is created or implied by the Contract Documents.
- 30.** Fiscal Contingency. All payments under this Contract are contingent upon the availability to the City of the necessary funds. This contract shall terminate and the City's obligations under it shall be extinguished at the end of any fiscal year in which the City 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 Seller with a right of payment over any other entity. Any funds obligated by the City under this Contract that are not paid to Seller shall automatically revert to the City's discretionary control upon the completion, termination, or cancellation of the Contract. The City shall not have any obligation to re- award or to provide, in any manner, the unexpended funds to Seller, except for those payments which are owed to the Seller due to amounts incurred by the Seller up to and including the date it is determined by the City that the necessary funds are not available (the "Lack of Funding Date"). Operator shall have no claim of any sort to the unexpended funds following the Lack of Funding Date.
- 31.** 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. Unless otherwise

directed by the City, at all times Seller shall continue performance under the Contract documents while matters in dispute are being resolved. If the parties are unable to resolve their dispute as described above within 30 days, 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.

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party as soon as practicable after the first observance of such injury or damage.

Duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

32. Correction of Work. The Seller shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract Documents. The Seller shall bear the cost of correcting such rejected work. In addition to the Seller's other obligations including warranties under the Contract, the Seller shall, for a period of one year after final acceptance, correct work not conforming to the requirements of the Contract Documents. If the Seller fails to correct nonconforming work within a reasonable time, the City may correct it and the Seller shall reimburse the City for the cost of the correction.
33. Ownership of Documents. The City and FTA will become owners of all documents prepared by the Seller upon payment for same by City, except any documents which may be protected by patent, lease or other written documents which provides proof of ownership.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

SELLER:

Dated _____, 2026

By: _____

Printed Name: _____

Title: _____

Duly Authorized

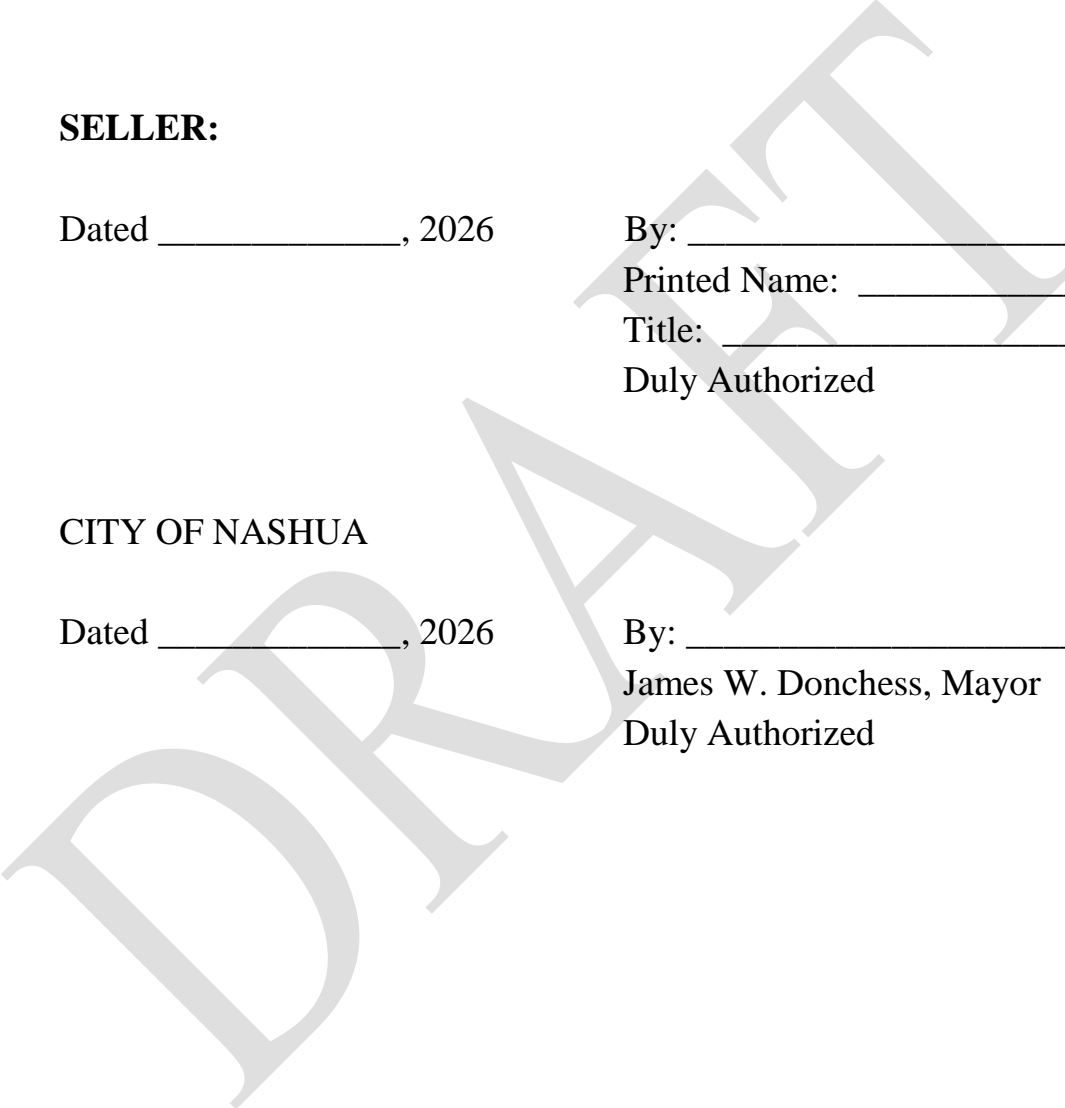
CITY OF NASHUA

Dated _____, 2026

By: _____

James W. Donchess, Mayor

Duly Authorized



M MODEL 1

ADOA Price Proposal

Solicitation #: **BPM007074** / Contract #: **CTR080561**

Preparer: Patrick Claffey

Base Model

Promaster 3500 Cutaway GVWR 9,350 3.6L V-6

Base Model Price: \$ 194,669

\$ -

Options: \$ 49,794

M1 Service Options: \$ 6,859

CBS Unpublished Options: \$ 835



County Delivery Cost: N/A

Vehicle Length	Lift Position	WC Positions	Passengers	CDL Required
23'	Front	2	14	No

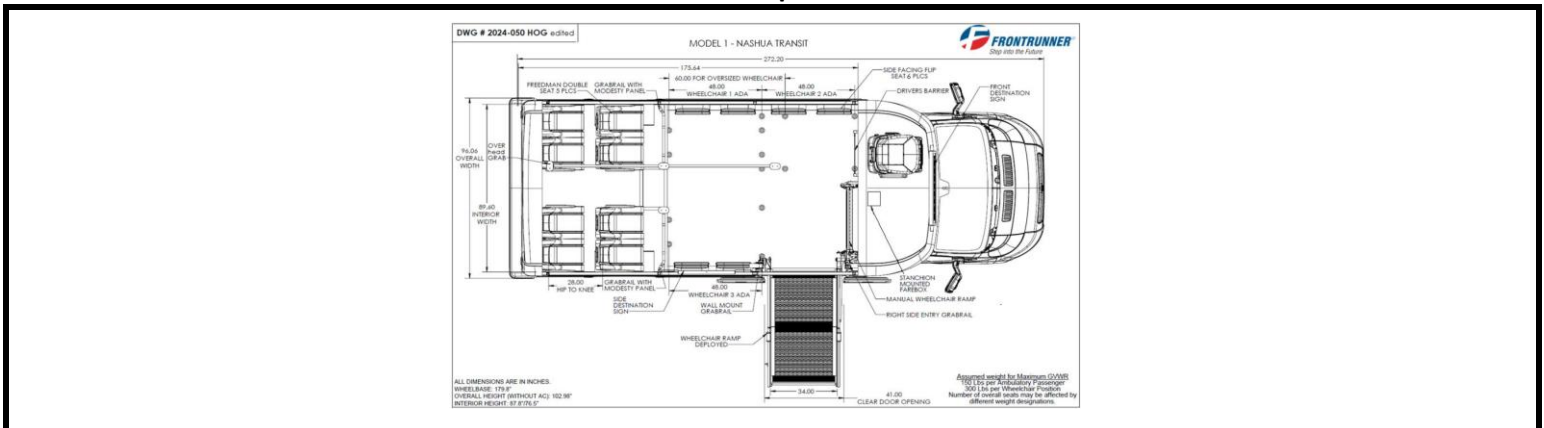
QTY Vehicles: Total Contract Price: \$

Per Vehicle Price: \$ 252,157

Customer Info

Customer:	Nashua Transit System
Address:	11 Riverside St. Nashua, NH 03062
Contact:	Camille Correa
Office Phone:	(603) 821-2035
Mobile Phone:	
E-Mail:	correac@nashuanh.gov

Floorplan



Base Model Features

Dodge Promaster

PROMASTER 3500 CUTAWAY		Quantity	
VF3L34 Cutaway Chassis	3.6 Liter V-6	SEAT DELETE	1
FRONTRUNNER BASE PACKAGE			
FRONTRUNNER STANDARD BUS BASE CONVERSION PACKAGE		NEW-STD	
<i>Frontrunner purpose-built low floor chassis and frame kit, composite body structure, Coosa composite subfloor, Altro Chroma Mineral floor covering, Structural adhesives, LED interior and exterior lighting including center-mount brake light, back-up alarm, 6.5" marine grade speakers, large deep tinted fixed touring-style windows, (2) rear egress windows per FMVSS, 10 gauge steel rear bumper – powder coated black, OEM driver's seat with lumbar support and arm rest, steel wheels with ABS bolt-on wheel covers painted chrome, heated and adjustable side view mirrors with integrated turn signals, roll stability control, automatic traction control, front-wheel drive.</i>			
AIR SUSPENSION OPTIONS		Quantity	
Wabco - Rear only Suspension		NEW-ASA	1
BUS DOOR OPTIONS (SIDE ENTRANCE)			
A&M Door System		NEW-ANM	1
RAMP OPTIONS			
Manual Fold Out Ramp 34 x 60 W/ Retractable Latch		152-172-001C	1
TIE DOWNS & WHEEL CHAIR SECUREMENT OPTIONS			
Q'straint Q8301 Slide-n-Click WITH Lap & Shoulder Belt		NEW-CLICKNSLIDE	2
Q'straint - (2) Additional Floor Pucks for Oversized Wheel Chair		NEW-FLOORPUCKS	1
Q'straint Slide 'N Click Stowage Bracket (2 per WC position)		NEW-QSTOWBRKT	2
Q Straint Storage Pouch		Q5-8522	1
SAFETY EQUIPMENT & OPTIONS			
5lb Fire Extinguisher		466425K	1
Standard First Aid Kit		UX-116	1
Safety Triangle Kit		1005	1
Decal, Priority Seating		152-711-105A	2
HEATING & AIR CONDITIONING OPTIONS			
Spheros TC60 AC/Heat Combo Unit, Roof-mount			1
STAINLESS STEEL - UNPAINTED GRAB RAIL OPTIONS			
Stainless Grab Rail - Right Side Entry A&M Door		NEW-SSGRSA&M	1
Stainless Grab Rail - Curb-side Rear Step-Up w/Crossbar		NEW-SSGCSRSU	1
Stainless Grab Rail - Street-side Rear Step-Up w/Crossbar		NEW-SSGSSRSU	1
Stainless Grab Rail - Wall Mount Left Side Entry A&M Door		NEW-SSWMLSAM	1
Stainless Overhead Grab Rail - Front to Rear		NEW-SSGOH	1
MODESTY PANELS AND PADDING FOR GRABS			
Modesty Panel - Curb-side Rear Step-up Grab Rail (WHITE)		NEW-MODPANEL	1
Modesty Panel - Street-side Rear Step-up Grab Rail (WHITE)		NEW-MODPANEL	1
Freedman Go - ES Seating			
2 Passenger GO-ES	Street-side	NEW-42467	1
2 Passenger GO-ES	Curb-side		1
2 Passenger GO-ES	Street-side - wheel well	NEW-42467WW	1
2 Passenger GO-ES	Curb-side - wheel well		1
Freedman Seat Upgrades			
Level 1 choice of color - Base fabric, included in base seat cost		LEVEL 1	8

MI PUBLISHED OPTIONS

Dodge Promaster

Qty	Part #	Description	FY 2026 List Price	QTY Total
1		ADDITIONAL CHASSIS OPTIONS		
2	FTR-1	Spare Tire Only	\$ 463.00	\$ 926.00
1		SUSPENSION		
1	FTR-6	Wabco, 4 Corner Air Suspension in lieu of Rear Air Suspension Wabco, 4 Corner Air Suspension in lieu of Rear Air Suspension	\$ 2,327	\$ 2,327.00
1		DOORS		\$ -
1	FTR-8	Ventura Electric Door System Upgrade	\$ 7,444	\$ 7,444.00
1		LIGHTING		\$ -
1	FTR-17	Rear Center-mount LED "STOP" Light	\$ 707	\$ 707.00
1	FTR-21	3" Front-mount Turn Signals	\$ 514	\$ 514.00
1	FTR-22	Mid-Ship Turn Signals	\$ 649	\$ 649.00
1		OTHER BODY UPGRADES		
1	FTR-26	Drivers Side Running Board	\$ 823	\$ 823.00
1		ADA EQUIPMENT		\$ -
1	FTR-37	Q'straint InQline/Wheelchair Assist w/ Mounting Brackets	\$ 4,815	\$ 4,815
1	FTR-44	Q Straint Belt Cutter	\$ 19	\$ 19
6	FTR-48	Q'straint Secure Loop, Blue 18"	\$ 19	\$ 114
1		SAFETY		\$ -
1	FTR-55	MFASCO Fire Blanket w/ Storage Bag (62" x 82")	\$ 103	\$ 103
1	FTR-56	Chock Blocks	\$ 32	\$ 32
1	FTR-57	Body Fluid Kit	\$ 58	\$ 58
1	FTR-60	4.5x10 Interior Mirror	\$ 122	\$ 122
1	FTR-61	Wide Angle/Fisheye Fresnal Lens for Rear Window	\$ 45	\$ 45
1	FTR-66	Seaflo Battery Disconnect Switch	\$ 373	\$ 373
1	FTR-68	Hooded LED Bulkhead Light	\$ 238	\$ 238
1	FTR-72	Decal, Max Vehicle Height	\$ 13	\$ 13
1		YELLOW GRAB RAIL OPTIONS		
1	FTR-77	Yellow Stanchions ILO Stainless Steel (per Bus)	\$ 1,016	\$ 1,016
1		ELECTRICAL		
1	FTR-93	Public Address/PA System	\$ 1,022	\$ 1,022
1	FTR-94	Exterior Speaker for PA System	\$ 399	\$ 399
1	FTR-96	Two-way Radio Pre-wire, 12 Volt	\$ 238	\$ 238
1		WIRELESS STOP REQUEST		
1	FTR-102	Stop Request System - 10 & 2 Floor Plan	\$ 3,073	\$ 3,073
1		FREEDMAN STEAING		
6	FTR-115	1 Passenger Wall Seat	\$ 958	\$ 5,748
16	FTR-116	U.S. Arm Rest	\$ 58	\$ 928
2	FTR-118	Yellow AV Grab Handle	\$ 71	\$ 142
1	FTR-122	8" Belt Extender	\$ 45	\$ 45
1	FTR-123	12" Belt Extender	\$ 45	\$ 45

M1 PUBLISHED OPTIONS

Dodge Promaster

1	FTR-126	Priority Seating Vinyl, English & Spanish	\$ 103	\$ 103
14	FTR-127	Level 3 Upholstery (per seat)	\$ 45	\$ 630
1		MISC OPTIONS		
1	FTR-132	Destination Signs - Hanover (Amber)	\$ 7,489	\$ 7,489
1	FTR-133	Camera System - Seon 8-Camera	\$ 9,594	\$ 9,594
-		Subtotal Manufacturer Options:	\$ 49,794	

Model 1 Service Options

Dodge Promaster

Qty	Part #	Description	FY 2026 List Price	QTY Total
1	M1-S-27	Graphics Package - ULTIMATE - Up To 23FT	\$ 6,859	\$ 6,859
			Subtotal Manufacturer Options:	\$ 6,859

Warranty Administration – New England Wheel’s warranty for its bus structure is 3 years/50,000 miles. Each bus contains two stickers as shown below with Warranty Instructions to facilitate warranty service. These labels are affixed prominently in the driver’s area as well as under the hood. We have found that particularly with a bus there can be questions relative to whether the issue is bus related or an issue with the OEM Promaster 3500 chassis. This clear procedure for contacting us initially facilitates the initial point of contact to our warranty department where we can diagnose the problem over the phone and/or direct the customer to the proper service facility to resolve a service-related issue.

A copy of the label is below. This also allows us to assign a warranty authorization number so that we may track the authorized warranty work and issue the appropriate authorization to proceed to the appropriate warranty repaircenter.



Warranty assistance falls under the leadership of the company’s Director of Service. We have dedicated warranty personnel able to assist customers with their warranty related issues as well as diagnose service-related problems. Any warranty related call not immediately answered will be returned within (2) hours and in general are returned within the hour. The following pages contain our warranty documents. The first is our general warranty statement and the second is a

warranty matrix that specifically addresses the various warranties associated with other manufacturer’s components that may be installed in the Frontrunner. Our website also has a link for a customer to contact us for a service/warranty related question. Under the “Contact Us” drop down menu there is a field for Service/Parts with a box for a description and contact number.

LIMITED WARRANTY

New England Wheels, Inc. warrants to the original purchaser of its Frontrunner product, that New England Wheels, Inc. ("NEW") will repair or replace, at its option, all parts manufactured by NEW that fail by reason of defective material or workmanship as follows:

1. **Limited Warranty.** Except as set forth otherwise below, NEW warrants all NEW manufactured parts against defective material and workmanship or failure, under normal use and service, for a period of three (3) years or 50,000 miles, whichever occurs first following [delivery]. NEW will repair or replace during such Limited Warranty coverage period all NEW manufactured parts covered under this Limited Warranty or reimburse the warranty holder for such repair or replacement as set forth herein. This Limited Warranty period is not extended if we repair or replace the product.
2. **Labor Costs.** Labor costs for New England Wheels, Inc. parts replaced under this Limited Warranty will be reimbursed at an hourly rate to be determined at the time of the warranty claim taking into account current labor rates in effect and geographic location. Under all circumstances, warranty repair work must be performed by an authorized NEW dealer according to NEW's warranty claim procedures. Unauthorized repair of parts replaced by someone other than an authorized NEW dealer is not covered by this warranty. NEW reserves the right to require that defective parts be returned for inspection prior to paying warranty claims.
3. **Other Manufacturer's Warranties.** Individually installed components of NEW parts that are manufactured by other manufacturers are not covered by this Limited Warranty and may carry their own individual manufacturer warranties including but not limited to heating and cooling components, electric doors, seating components, wheelchair lifts/ramps, and wheelchair tie-downs. These individual warranties carry their own terms which may be greater or less than those specified herein. Please refer to the individual warranties for installed components that are part of the vehicle's delivery package.
4. **OEM Warranty.** The vehicle's original equipment manufacturer ("OEM") warranty (i.e. Fiat Chrysler of America) will supplement this warranty for all non-modified components, i.e. vehicle engine and drive train, tires, brakes, and all other non-modified OEM equipment.
5. **Exclusions from Limited Warranty Coverage.** This Limited Warranty does not cover:
 - Damage caused by accident, road hazard, misuse, lack of proper maintenance, or failure to follow towing, hoisting, and other operating instructions.
 - Routine maintenance, adjustments, repair diagnosis, road service and towing. (Roadside assistance and towing are part of the FCA warranty for 5 yrs./60,000 miles for Promaster related issues engine/powertrain). NEW will reimburse up to \$200. for towing required as a result of a non FCA issue.
6. **Disclaimers and Limitations.** This warranty covers only those parts manufactured and installed by NEW and is intended to supplement the OEM vehicle manufacturer's warranty. Refer to the vehicle manufacturer's warranty coverage.

New England Wheels, Inc. disclaims liability for any personal injury or property damage that results from the operation of a New England Wheels, Inc. product that has been modified from the original New England Wheels, Inc. design. No other person or company is authorized to change the design of this product without written authorization from New England Wheels, Inc.

NEW ENGLAND WHEELS, INC.'S OBLIGATION UNDER THIS LIMITED WARRANTY IS EXCLUSIVELY LIMITED TO THE REPAIR OR EXCHANGE OF PARTS, OR REIMBURSEMENT FOR SAME, THAT FAIL WITHIN THE APPLICABLE LIMITED WARRANTY PERIOD. THE REMEDIES DESCRIBED ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES AND NEW'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. NEW'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY THE WARRANTY HOLDER FOR THE DEFECTIVE PRODUCT, NOR SHALL NEW UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS, AND THERE MAY BE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

New England Wheels, Inc.
 33 Manning Road
 Billerica, MA 01821
(800) 886-9247
 Fax: (978) 663-6709
warranty@newenglandwheels.com

WARRANTY CLAIM PROCEDURES

Whereas, all New England Wheels, Inc. (“NEW”) manufactured parts and workmanship are warranted against defective material or workmanship or failure for the period of three (3) years or 50,000 miles, whichever occurs first following [delivery] to customer, and all other parts are held to existing manufacturer's warranties, the following procedures must be adhered to for the assurance of proper care and re-imburement for warranty claims by NEW customers:

All invoices submitted to New England Wheels, Inc. must reference the authorization number. In addition, the invoice must contain:

1. Name and End User/Customer
2. Name of New England Wheels, Inc. Dealer or Authorized Repair Facility
3. Vehicle Identification Number
4. Vehicle Mileage
5. Date of Purchase and/or Manufacture Date of Vehicle
6. New England Wheels Warranty Work Authorization Number

If requested, defective parts must be returned to NEW before warranty reimbursement is made. Upon receipt of said parts and verification of the warranty authorization, payment of the claim will be processed.

For outside warranty work by an authorized NEW dealer, parts will be supplied to the dealer unless otherwise arranged by NEW.

Frontrunner Warranty Matrix

<i>Chassis Manufacturer</i>	<i>Coverage</i>
Ram ProMaster 3500 Bumper to Bumper	3 Years / 36,000 Miles
Ram ProMaster 3500 Power Train	5 Years / 100,000 Miles
Ram ProMaster 3500 Rust Through	5 Years / 100,000 Miles
Ram ProMaster 3500 Road-side Assistance	5 Years / 60,000 Miles
<i>New England Wheels/Other</i>	<i>Coverage</i>
Body/Conversion Warranty*	3 Years / 50,000 Miles
Door Systems	3 Years / 50,000 Miles
Suspension System	3 Years / 50,000 Miles
Manual/Electric Wheelchair Ramp	3 Years / 36,000 Miles
Windows	3 Years / 36,000 Miles
ProAir rear Air-Conditioning/Heat	3 Years / 36,000 Miles
Freedman Seating	Metal Components – (5) Years Plastic Components – (3) Years Moving Components – (3) Years Gas Shock Components – (1) Year Upholstered Components (foam) – (2) Years

Q'Straint QRT Deluxe Wheelchair Tie-downs	3 Years Limited
Other electrical components: Camera Systems, Video Equipment, PA System	1 Year / 12,000 Miles
<i>*Includes: Bus Body Structure, Lowered Floor Chassis, Walls, Roof, Trim Panels, and Wiring.</i>	
<i>**Any item not listed falls under original manufacturer's standard warranty.</i>	

Please contact a New England Wheels representative **BEFORE** any work is performed on your vehicle that may be deemed warranty. In order to prevent denial of your warranty claim an authorization must be obtained prior to any work performed. Simply email us at: warranty@newenglandwheels.com or call 978-663-9724 to speak with someone in our service/warranty department.

To better assist you we will require the following information in your email or phone call:

- The Last 8 of the vehicles VIN#
- The current Mileage of the vehicle
- A detailed description of the issue

REQUIRED CONTRACT FEDERAL CLAUSES – ROLLING STOCK 6-8-26

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000: Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or

regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each

subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

RECOVERED MATERIALS

The Bidder agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 1 2873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

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

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is

located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Governing Law

This Agreement shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this Agreement, 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.

DEBARMENT AND SUSPENSION

(Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federal assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award;
- or
- f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer and 2CFR 200.318(k). The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

This affidavit must be on the form provided by NTS.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

Sam.gov Unique ID Number: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals as defined at 49 CFR § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.’
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The bidder respondent and all subcontractors hereby certifies that he/she has not been debarred or suspended from participation in Federal contracts. Please note - separate certification may be photo copied and submitted by each subcontractor. (Pursuant to 49 CFR, Part 29).

CERTIFIED (Contractor)

CERTIFIED (SubContractor(s))

Company

Company

Signed By

Signed By

Name & Title

Name & Title

Date

Date

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex.

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age.

The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities.

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination.

In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age.

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities.

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29

U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty.

The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

VIOLATION AND BREACH OF CONTRACT:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

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

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies: Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

DISTRACTED DRIVING

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment;

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

LOBBYING RESTRICTIONS:

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

RESTRICTIONS ON LOBBYING Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United

States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue

all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

Full and Open Competition In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Ineligible Contractors and Subcontractors:

Any name appearing upon the Comptroller General's list of ineligible contractors for federally- assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Entire Agreement

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

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

This affidavit must be on the form provided by NTS.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act: Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

For contracts over \$250,000 reference 2 C.F.R. §§ 200.317–200.327 for the procurement procedures that must be employed. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA’s Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

DELINQUENT PERSONAL PROPERTY STATEMENT

_____, hereby affirms under oath, pursuant to New Hampshire State Code, that at the time the bid was submitted by _____(company) was / was not (please circle one) charged with delinquent personal property taxes on the General Tax List of Personal Property for Hillsborough County, New Hampshire.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Hillsborough County, New Hampshire, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below. A copy of this statement shall be transmitted to the Hillsborough County Treasurer within thirty (30) days of the date it is submitted. If a contract is entered into, a copy of this statement shall also be incorporated into the contract between NTS and the bidder and no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

\$ _____ Delinquent Personal Property Tax*
\$ _____ Penalties*
\$ _____ Interest*
\$ _____ Total*

Company

Signed By:

Name & Title

Date

State of _____

County of _____

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20_____

NOTARY PUBLIC

SEAL

MY COMMISSION EXPIRES

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affidavit." The affidavit's capacity, when a partner or officer of a corporation, should be inserted on lines marked "Capacity." The affidavit should sign individual name at end not partnership or corporation name, and swear to said affidavit before a notary public, who must attach his/her seal.

State of _____, County of _____,

I, _____ being first duly sworn, do hereby state that (Name of Affidavit)

I am _____ of _____
(Capacity) (Name of Firm, Partnership, Corporation)

whose business is _____

and who resides at _____

and that _____

(Give names of all persons, firms, or corporation interested in the bid)

is/are the only person(s) with me/us in the profits of the herein contained contract; that the contract is made without any connection or interest in the profits thereof with any persons making any bid or proposal for said work; that the said contract is on my/our part, in all respects fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

SIGNATURE OF AFFIDAVIT

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20_____.

NOTARY PUBLIC

SEAL

MY COMMISSION EXPIRES

CERTIFICATE OF TVM DBE COMPLIANCE

(TO BE FILLED OUT BY MANUFACTURER'S OF ROLLING STOCK ONLY)

In connection with the contract to be awarded as a result of the invitation to bid issued by the Nashua Transit System:

I hereby certify that the _____(name of company) has complied with the requirements of 49 CFR 26, participation by Disadvantage Business in DOT Programs, and that our goals have not been disapproved by the Federal Transit Administration.

_____ Name of Company

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

FTA BUS CERTIFICATION

_____ 1. NEW BUS MODEL TO BE TESTED

In accordance with 49 CFR Part 665, "Bus Testing Program," the Proposer certifies that the bus model being proposed for this Contract is a new bus model or a bus model with a major change in configuration or components (as described in Subpart A of the interim rule). Bidder, at its own expense, will arrange for the required testing at the FTA Bus Testing Facility at Altoona, Pennsylvania prior to the Authority's acceptance of the first vehicle in a manner that the Time for Performance outlined in the Contract Specifications will not be impacted. Contractor will provide a copy of the Test Report prepared for this bus model prior to acceptance.

OR

_____ 2. BUS MODEL ALREADY TESTED

In accordance with 49 CFR Part 665, "Bus Testing Program," the Proposer certifies that the bus model being proposed for this Contract is not a new bus model and does not incorporate a major change in configuration or components (as described in Subpart A of the interim rule). The Contractor will provide, upon request of the Authority, a copy of the Test Report prepared for the bus model accepted under this Contract.

(CHECK ONE BOX ONLY)

Date: _____

Company: _____

Signature: _____

Title: _____

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENT FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$150,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

Signature

FEDERAL MOTOR VEHICLE SAFETY STANDARDS

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Company name:

Name of signer:

Title:

Authorized signature

Date

SUPPLEMENTAL INFORMATION REQUIRED OF BIDDERS WARRANTY
Low Floor Cutaway Buses

Warranty – Body Structure (including rust): _____

Warranty – Body Components: _____

Warranty – Engine: _____

Warranty – Transmission: _____

Warranty - Axles: _____

Location for Engine / Transmission Warranty Repair:

Location for Body Warranty Repair:

Location for Parts and Service:

APPOINTMENTS BY THE MAYOR

June 23, 2026

Historic District Commission

Marnie Gordon (new appointment)
69 Concord Street
Nashua, NH 03064

Term to expire: July 16, 2029

I respectfully request that this appointment be confirmed.
Jim Donchess, Mayor



RESOLUTION

RELATIVE TO THE ADOPTION OF THE FISCAL YEAR 2027 PROPOSED BUDGET FOR THE CITY OF NASHUA GENERAL, ENTERPRISE, SPECIAL REVENUE AND GRANT FUNDS

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED by the Board of Aldermen of the City of Nashua that the Fiscal Year 2027 Proposed Budget for the General Fund of the City of Nashua be and is hereby adopted, and that the following amounts are hereby appropriated for the several accounts and for other needs of the City of Nashua General Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027, and for the purpose of Section 50-a et seq. of the Nashua Revised City Charter, as amended, each item of this budget shall be considered as a separate appropriation. The proposed General Fund appropriation amount is ~~\$384,288,315~~ \$383,951,313 with estimated General Fund Revenues of \$102,378,436 including estimated state funding for education in the amount of \$65,567,936.

That the Fiscal Year 2027 Proposed Budget for the Enterprise Funds of the City of Nashua be and is hereby adopted, and that the following amounts are hereby appropriated for the several accounts and for other needs of the City of Nashua Enterprise Funds for the fiscal year beginning July 1, 2026 and ending June 30, 2027, and the purpose of Section 50-a et seq. of the Nashua Revised City Charter, as amended, each item of this budget shall be considered as separate appropriation. The proposed Enterprise Funds appropriation amount is ~~\$60,753,157~~ \$61,257,000 (inclusive of anticipated Capital Appropriations), with estimated Enterprise Funds Revenues of ~~\$53,849,775~~ \$53,810,162 and any additional funding for capital and CSO-related expenditures from retained earnings, bonding and/or State Revolving Fund Loans.

That the Fiscal Year 2027 Proposed Budget for the Special Revenue Funds of the City of Nashua be and is hereby adopted, and that the following amounts are hereby appropriated for the several accounts and for other needs of the City of Nashua Special Revenue Funds for the fiscal year beginning July 1, 2026 and ending June 30, 2027. The proposed Special Revenue Funds appropriation amount is \$37,487,785 with estimated Special Revenue Funds Revenues of \$37,487,785 for the City of Nashua excluding the Nashua School District. The proposed Special

Revenue Funds appropriation amount is \$19,099,350 with estimated Special Revenue Funds Revenues of \$19,099,350 for the Nashua School District.

Neither the approval and adoption of this budget, or any appropriation contained herein, or to any City department or agency, including the Nashua School District, whether as proposed or amended, shall be deemed to mean that the City has approved any program or responsibility for funding in accordance with Part 1, Article 28-a of the Constitution of the State of New Hampshire. Notwithstanding any appropriation herein, the city hereby expressly declines to approve funding for any program or responsibility for which it is entitled by law to payment from the State of New Hampshire pursuant to Part 1, Article 28-a of the State Constitution, whether it has previously been determined that the City is entitled to said funding or not.

Pursuant to NRO § 5-145, E, the accumulated sum of all appropriations of the FY2027 combined annual municipal budget pursuant to Nashua City Charter §56-c is ~~\$501,557,078~~ \$501,772,242. The FY2027 dollar amount under the limit established by City Charter Section 56-c is ~~\$16,233,008~~ \$16,017,844. Please find attached the Combined Annual Municipal Budget Calculation for the FY2027 Proposed Budget.

FURTHER RESOLVED by the Board of Aldermen of the City of Nashua to amend the City of Nashua Unaffiliated Employees Personnel Policies and the implementation schedule in O-25-063 (“Amending the Unaffiliated Employees Personnel Policies with respect to the Unaffiliated Employees Salary and Wage Schedule”) as follows:

1. In the implementation language found in O-25-063, delete the struck-through language and add the new underlined language as shown:

“On July 1, 2026, the following actions will happen in the stated order:

First, all unaffiliated employees shall be placed on the new Appendix A Unaffiliated Salary and Wage Schedule in their new grade on the step that is closest to but above their current salary.

~~Second, all unaffiliated employees that are not at the top of their pay grade shall be eligible for a one step increase on the new Appendix A Unaffiliated Salary and Wage Schedule provided that their job performance meets the City’s expectations.~~

~~Third~~ Second, the new Appendix A Unaffiliated Salary and Wage Schedule shall be increased in its entirety by an amount equal to the three year average of the CPI-U Northeast, and employees will receive this increased amount.

On July 1, 2027, and each July 1 thereafter, employees that are not at the top of their pay grade shall be eligible for an annual step increase on July 1st provided that their job performance meets the City’s expectations.

The above language shall take precedence over the existing language in the Unaffiliated Employees Personnel Policies “Compensation and Classification” section.”

RESOLUTION

R-26-028

2. — The language in the Unaffiliated Employees Personnel Policies “Separate Compensation Structure for Fire Department Chief Officers” section will not apply or be in effect for Fiscal Year 2027, but instead, on July 1, 2026, the Fire Department Chief Officers will receive a 2% increase over their current salaries.

**City of Nashua Combined Budget Analysis to the
FY27 Proposed Budget**

Combined Annual Municipal Budget Calculation

<u>Line</u>	<u>Description</u>	<u>FY2026</u>	<u>FY2027</u>
1	<u>Appropriations - FY2026</u>		
2	General Fund	\$ 361,072,868	
3	Enterprise Funds	50,346,119	
4	Special Revenue Funds (includes Grants)	63,476,394	
5	Total Appropriations	\$ 474,895,381	
6			
7	<u>Supplemental Appropriations - FY2026</u>		
8	General Fund	\$ 12,134,500	
9	Enterprise Funds	3,555,000	
10	Grants and Special Revenue Funds	3,740,789	
11	Capital Project Funds - Projects	68,250	
12	Capital Project Funds - Bonds	12,250,000	
13	Total Supplemental Appropriations	\$ 31,748,539	
14			
15	Total Appropriations - FY2026	\$ 506,643,920	
16			
17	<u>Spending Cap Calculation = FY2027</u>		
18	FY2026 Total Appropriations		\$ 474,895,381
19	Add: FY2026 Supplemental Appropriations		31,748,539
20	FY2026 Total Appropriations		\$ 506,643,920
21			
22	Last 3-Years Annual Average S&L IPD		2.2%
23	Allowable Spending Over Prior Year Total Appropriations		\$ 11,146,166
24			
25	Maximum Appropriations Allowed - FY2027		\$ 517,790,086
26			
27	Total Appropriations - FY2027		
28	General Fund		\$ 383,951,313
29	Enterprise Funds		\$ 61,257,000
30	Special Revenue Funds (includes Grants)		\$ 56,587,135
31	Bond Resolutions		-
32	Total Appropriations		\$ 501,795,448
33			
34	Amount Over (Under) Spending Cap		\$ (15,994,638)

FY2027 - Base Spending Cap Calculation Final inclusive of FY2026 Supplemental Appropriations

Line No.	Description	Resolution #	General Fund	Special Revenue Funds	Tax Increment Financing Funds	Grant Funds	Capital Project Funds	Enterprise Funds	Total
1	Adopted Budget:								
2	FY26 Adopted Budget	R-25-143	\$ 361,072,868	\$ 22,746,573	\$ 2,319,821	\$ 38,410,000	\$	\$ 50,346,119	\$ 474,895,381
3									
4	Supplemental Appropriations:								
5	Walnut Street Oval/W Peal st - Bond	R-25-144					600,000.00		600,000.00
6	Signal Coordination - Bond	R-25-145					1,000,000.00		1,000,000.00
7	Hydroelectronic - Bond	R-25-146					500,000.00		500,000.00
8	Library Building - Bond	R-25-147					1,000,000.00		1,000,000.00
9	Roof Repair Police - Bond	R-25-149					600,000.00		600,000.00
10	Roof Repair Fire - Bond	R-25-150					2,000,000.00		2,000,000.00
11	Public Works Garage -Did not pass	R-25-151							
12	Hofman Stadium Imprv-Bond	R-25-152					3,000,000.00		3,000,000.00
13	CERF - Bond	R-25-153					3,550,000.00		3,550,000.00
14	Park Improvemnts -Park Social	R-25-163				150,000.00			150,000.00
14	City Retirement ETF	R-25-172	500,000.00						500,000.00
15	CERF - Bond	R-25-175						3,275,000.00	3,275,000.00
16	Walnut Street Oval expansion	R-25-182				1,174,476.74			1,174,476.74
17	Pedestrian bridge over Nashua river	R-25-183				500,000.00			500,000.00
18	Drivers Education Fund - 2201	R-25-184		25,618.00					25,618.00
19	2024 Justice assistance grant	R-25-190				39,036.00			39,036.00
20	FY26 Homeland security grants	R-25-191				350,000.00			350,000.00
21	FY26 Substance abuse Reductuion Grant	R-25-201				650,000.00			650,000.00
22	FY26 NH highway safety grant	R-25-202				48,200.00			48,200.00
23	FTA Operating Grant	R-25-204				534,638.00	68,250.00		602,888.00
23	Housing Revolving Fund	R-25-205		25,000.00					25,000.00
23	opioid Abatement ETF	R-25-211		148,036.00					148,036.00
22	CEF - IRS	R-25-214	59,500.00						59,500.00
23	Special Education ETF	R-25-215	3,000,000.00						3,000,000.00
24	Resource Center ETF	R-25-216	300,000.00						300,000.00
24	Police overtime ETF	R-25-217	220,000.00						220,000.00
24	CERF	R-25-218	1,500,000.00						1,500,000.00
24	Benefits Self Ins Fund	R-25-219	1,500,000.00						1,500,000.00
24	Lead Paint Grant	R-25-223				95,784.00			95,784.00
24	Police Roof Repair and Replacement	R-25-224	900,000.00						900,000.00
24	Main Street Clean up	R-26-003	55,000.00						55,000.00
24	Snow Removal ETF	R-26-010	500,000.00						500,000.00
24	Hydropower RF	R-26-012	600,000.00						600,000.00
24	NHDES Surcharge Fee	R-26-013						280,000.00	280,000.00
25	DPW Garage	R-26-007	3,000,000.00						3,000,000.00
26									
27	Total Supplemental Appropriations:		\$ 12,134,500	\$ 198,654	\$ -	\$ 3,542,135	\$ 12,318,250	\$ 3,555,000	\$ 31,748,539
28									
29									
30	Total Base Budget:		\$ 373,207,368	\$ 22,945,227	\$ 2,319,821	\$ 41,952,135	\$ 12,318,250	\$ 53,901,119	\$ 506,643,920
31									
32							S&L IPD - 3 Year Average		2.20%
33									
34									\$ 517,790,086

note: green highlight appropriated from fund balance



RESOLUTION

AUTHORIZING THE SALE OF SURPLUS PROPERTY

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

WHEREAS, the City is the owner of the land constituting the Veterans Memorial Parkway Right-of-Way (f/k/a Broad Street Parkway), situated in Nashua, Hillsborough County, New Hampshire (the "Parkway");

WHEREAS, a portion of the Parkway adjacent to Map 127, Lot 131 and Map 62, Lot 102 (which lots are shown on the City of Nashua Assessors' Maps), which portion of the Parkway contains approximately 4.020 acres and is shown as Parcel 'A' on a plan titled "Exhibit Plan Surplus Right-of-Way Parcel Portion of Veterans Memorial Parkway Nashua, New Hampshire" prepared by IMEG, Inc. dated June 12, 2026 (the "Surplus ROW Parcel"), a copy of which plan is attached hereto as **Exhibit A**, is not needed for the layout, travel surface, and related improvements of the Parkway, as constructed, and should be declared surplus and disposed of by the City; and

WHEREAS, the City desires to market and sell the Surplus ROW Parcel.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the Surplus ROW Parcel is surplus property and shall be transferred or sold in accordance with any applicable ordinances and law.

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-046
PURPOSE: Authorizing the Sale of Surplus Property
ENDORSERS: Mayor Jim Donchess

COMMITTEE Committee on Infrastructure
ASSIGNMENT: Planning Board
Board of Public Works

FISCAL NOTE: The revenue realized from the sale of the identified surplus property must be repaid to NHDOT/FHWA.

ANALYSIS

This resolution declares certain property surplus and authorizes the City to sell such property. The property was obtained using federal transportation funds and thus the revenue realized from any sale of the property must be repaid to NHDOT/FHWA.

Charter §77 provides that the Planning Board “shall review and make recommendations to the mayor and board of aldermen . . . on the purchase and sale of any land by the city.” Further, referral to the Board of Public Works may be appropriate.

Approved as to form: Office of the Corporation Counsel

By: /s/Celia K. Leonard

Date: June 17, 2026



RESOLUTION

AUTHORIZING AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT AND FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT WITH LANSING MELBOURNE GROUP, LLC REGARDING “NIMCO” SITE

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to enter into an Amended and Restated Master Development Agreement and Fourth Amendment to Purchase and Sale Agreement with Lansing Melbourne Group, LLC Regarding “Nimco” Site in substantially the same form as the attached.

FURTHER RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor, with the assistance of the Office of Corporation Counsel, is authorized to prepare and execute all necessary documents and take all necessary actions contemplated by the Amended and Restated Master Development Agreement and Fourth Amendment to Purchase and Sale Agreement or required to effectuate the same.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-047

PURPOSE:

Authorizing Amended and Restated Master Development Agreement and Fourth Amendment to Purchase and Sale Agreement with Lansing Melbourne Group, LLC Regarding “Nimco” Site

ENDORSERS:

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

**Finance Committee
Planning Board**

FISCAL NOTE:

Purchase Price of \$35,000 per unit for Phase I with no less than 135 units and, if the option is exercised, \$25,000 per unit for Phase 2 with no less than 107 units, subject to a demolition credit in the amount of \$700,000 and a credit for the actual out-of-pocket hard and soft costs incurred by Developer in connection with the design and construction of the dog park improvements up to a maximum amount of \$1,200,000.00, and Option Payments described in 2.11 of Master Developer Agreement.

ANALYSIS

This resolution authorizes the Mayor to enter into an Amended and Restated Master Development Agreement for the property located at 1 Pine Street Extension (Lot 77-30), 3 Pine Street Extension (Lot 77-2A), and “L” Pine Street (Lot 77-7), (the “Nimco Site”). R-25-168, passed June 10, 2025, authorized the original Master Development Agreement between the parties relative to the Nimco Site.

This resolution authorizes the Mayor to enter into a Fourth Amendment to the Purchase and Sale Agreement for the Nimco Site. R-24-021, passed April 9, 2024, authorized the initial Purchase and Sale of the Nimco Site.

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

Approved as to form:

Office of Corporation Counsel

By: /s/Celia K. Leonard

Date: June 17, 2026

AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT
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**AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT**

BY AND BETWEEN

LANSING MELBOURNE GROUP, LLC,
a Florida limited liability company

AND

CITY OF NASHUA, NEW HAMPSHIRE

Effective Date:

This Amended and Restated Master Development Agreement (this “Agreement”) is made and entered into as of _____, 2026 (the “Effective Date”), between LANSING MELBOURNE GROUP, LLC, a Florida limited liability company (“Developer”), and the CITY OF NASHUA, NEW HAMPSHIRE, a New Hampshire municipal corporation (“City”). Developer and City are sometimes referred to in this Agreement collectively as the “Parties” and singularly as a “Party”.

ARTICLE I: RECITALS

1.1 City is a duly organized New Hampshire municipal, having its principal office located at Nashua City Hall, 229 Main Street, Nashua, NH 03061.

1.2 Developer is a limited liability company having its principal United States offices located at 101 NE 3rd Avenue Suite 1500 FORT LAUDERDALE, FL 33301, is experienced at developing real estate in New Hampshire and elsewhere, within the public-private context and otherwise, and is authorized to do business in New Hampshire.

1.3 City strongly supports increased economic development to provide additional jobs for residents of Nashua and the region, to expand business within the City, and to develop a healthy robust economy through the means of downtown redevelopment and investment.

1.4 The City released a request for proposals on May 1, 2023 (the “RFP”) soliciting proposals from real estate developers for development of an approximately 2.9-acre parcel of real property owned by the City and more particularly described on **Exhibit A** attached and incorporated into this Agreement (the “Property” or the “NIMCO Site”)

into a mixed use development project (the “Project”) as depicted in conceptual form on the “Development Plan” (as defined in Section 2.5 below), which Development Plan is attached and incorporated into this Agreement as **Exhibit B**. The vision of the RFP, Development Plan and Project is to accommodate the growing housing, commercial and recreational needs of the City. The RFP is a matter of public record.

1.5 Developer submitted its response to RFP on June 29, 2023 (the “Proposal”), and after being selected by the City has worked with the City to develop a mutually agreeable Project concept.

1.6 As authorized by R-25-168, the City entered into the Master Development Agreement with Developer dated June 10, 2025. Said Agreement contemplated a one phase, 240 multifamily unit project. Developer revised its plans and now intends to build out the Project with two phases as further described below.

1.7 Subject to review and final approval of the Development Plan and the Project, Developer intends to develop the Project to include approximately:

- (a) The Project shall consist of a phased mixed-income multifamily residential development containing, in the aggregate, approximately two hundred forty-two (242) dwelling units, together with associated parking, access drives, internal roadways, utility improvements, landscaping, amenity areas, public improvements, commercial space, and related site improvements, all as may be further refined through final design, engineering, market conditions, permitting, and approvals.
- (b) The Project is presently anticipated to be developed in two phases as follows:
 - (i) Phase 1: Approximately one hundred thirty-five (135) multifamily dwelling units, together with approximately one hundred fifty-five (155) parking spaces, including structured, podium, deck, surface and/or other parking configurations, plus associated sitework, utilities, access improvements, and certain initial public improvements.
 - (ii) Phase 2: Approximately one hundred seven (107) multifamily dwelling units, together with approximately ninety-nine (99) parking spaces, including structured, podium, deck, surface and/or other parking configurations, plus associated sitework, utilities, access improvements, and completion of remaining contemplated Project improvements.
- (c) A to-be-determined amount of commercial space.
- (d) Eighty percent (80%) of the final completed dwelling units in Phase 1 shall be rented at market rate, and twenty percent (20%) of the final completed dwelling units in Phase 1 shall be rented only to households earning no more than eighty percent (80%) of Area Median Family Income, with at least one (1) unit restricted

at sixty percent (60%) of Area Median Family Income, pursuant to applicable HUD income limits for the Nashua, New Hampshire HUD Metro Fair Market Rent Area, as updated annually.

- (e) Eighty percent (80%) of the final completed dwelling units in Phase 2 shall be rented at market rate, and twenty percent (20%) of the final completed dwelling units in Phase 2 shall be rented only to households earning no more than eighty percent (80%) of Area Median Family Income, with at least one (1) unit restricted at sixty percent (60%) of Area Median Family Income, pursuant to applicable HUD income limits for the Nashua, New Hampshire HUD Metro Fair Market Rent Area, as updated annually.

- (f) Certain public improvements to serve the Project and the public, subject to final design, engineering, permitting, funding availability, and City approvals, are anticipated to include:
 - (i) A dog park as further described in Section 2.13.D, below, to be delivered prior to the first occupancy permit with Phase 1, generally consistent with the City's Millyard Dog Park Feasibility Study Final Report dated October 21, 2021, as may be reasonably modified through final design and approvals (reference is made to Section 2.13 D, below);

 - (ii) A public recreational component, along the Nashua River within the Property boundary, including pedestrian connection elements based on the Nashua Riverfront Master Plan 2017, as further described in Section 2.13.B, below;

 - (iii) The inclusion and construction of the Spine Road and Curve area, together with such public access easements, pedestrian connectivity improvements; i.e. event street, and related infrastructure enhancements as may be required or mutually agreed upon through the Site Plan and City approval process, with the shared goal of improving connections between Veterans Memorial Parkway, Pine Street Extension, Mine Falls Park, and adjacent pedestrian crossings; and

 - (iv) Related walkways, lighting, seating, landscaping, drainage, and supporting site improvements, together with such parking arrangements as may be mutually agreed upon by the parties,

- (g) The parties acknowledge that the Project may be developed and conveyed in separate phases and/or parcels. Accordingly, transfers of City-owned land may occur in separate closings corresponding to each phase or parcel, all as more particularly set forth in the Purchase and Sale Agreement, as amended from time to time. Such phased conveyances shall remain subject to satisfaction of the applicable conditions precedent for such phase or parcel, including approval of applicable site plans, issuance of building permits, financing commitments, and other reasonable evidence of Developer's readiness to commence construction.

- (h) The parties acknowledge that certain portions of the Property may be conveyed, leased, licensed, subject to easement rights, or otherwise made available to Developer and/or its affiliates pursuant to separate agreements to facilitate phased development, public improvements, access, parking, infrastructure, and implementation of the Project, all on terms to be mutually agreed upon by the parties.

1.8 The City commissioned a Phase I Environmental Site Assessment for the Property which was prepared by Cedere Associates, Inc. and delivered to City on February 12, 2021 (the “Phase I”) and City also commissioned a Phase II Environmental Assessment for the Property which was prepared by Cedere Associates, Inc. and delivered to City in draft form on October 13, 2023 (the “Phase II”). Developer acknowledges receiving the Phase I and Phase II on or before the Effective Date. Developer also acknowledges receipt of the Millyard Substation Remedial Action Implementation Report and the Dog Park Study on or before the Effective Date.

1.9 The Project is depicted more specifically on the “Project Development Plan” (defined below).

1.10 As authorized by R-24-021, the City entered into a Purchase and Sale Agreement with Developer dated April 24, 2024 with respect to the Property, as amended by First Amendment to Purchase and Sale Agreement dated November 8, 2024, by Second Amendment to Purchase and Sale Agreement dated December 16, 2024, and by Third Amendment to Purchase and Sale Agreement dated April 1, 2025 (“PSA”). The PSA is attached as **Exhibit D**. The Parties anticipate a Fourth Amendment to Purchase and Sale Agreement to reflect the terms of this Agreement.

1.11 The purpose of this Agreement is to facilitate the development and construction of the Project in a way that results most effectively in the public benefits intended for the City and the private benefits intended for the Developer. The development and construction of the Project requires a major investment by the Developer in facilities and on-site improvements, and substantial commitment of public and private resources to achieve the benefits of the Project for Developer and City.

1.12 The general benefits to be received by City from the implementation of the Project include, without limitation:

- a) Realization and implementation of the Development Plan;
- b) Establishment of integrated site plans, urban design elements including uniform engineering, landscapes and architecture that contribute to the revitalization of the NIMCO site and downtown Nashua; and
- c) Provision of housing opportunities, promotion of commercial activity, providing parking and enhancement of the public realm in downtown Nashua.

d) The Project is intended to further and complement the City's broader vision for the Millyard district and surrounding area through the creation of a cohesive mixed-use environment incorporating housing, public improvements, connectivity, pedestrian-oriented design, infrastructure enhancements, public gathering areas, recreational components, and related improvements intended to support continued revitalization and long-term economic development within the Millyard area.

1.13 The general benefits to be received by Developer from the implementation of the Project include without limitation, integration of site plans, urban design elements land uses, architecture, site engineering, landscape architecture, and mitigation measures over the Property;

1.14 In exchange for these benefits to City and Developer, City and Developer desire to proceed with the Project in accordance with the terms and conditions contained in this Agreement, subject to any amendments to this Agreement made in accordance with this Agreement.

NOW, THEREFORE, based upon the terms and conditions set forth in this Agreement and in consideration of the mutual promises and assurances provided in this Agreement, City and Developer hereby agree that the Recitals as stated above are incorporated herein and made a part of this Agreement and the following terms:

ARTICLE II: TERMS

2.1 Purchase of Property. The purchase and sale of the Property shall be governed by the PSA. In the event of any conflict between the PSA and this Agreement, this Agreement shall control.

2.2 Performance of Governmental Functions. The terms of this Agreement regarding the design and construction of the Project and the role of City in the Project are independent of any obligations binding upon City or Developer pursuant to applicable laws and ordinances. In no event will any approvals given by City pursuant to the terms of this Agreement constitute the performance by City of any review or issuance of any permits, approvals or licenses that it is obligated to conduct or consider pursuant to any law, or ordinance or both. Nothing in this Agreement or any approvals or consents by City in connection with this Agreement will in any way stop, limit or impair City from exercising or performing any regulatory, policing or other governmental function with respect to either Party, including, but not limited to, the review, approval and issuance by City of applications, approvals, permits and licenses regarding the Project pursuant to any laws and ordinances. City will, to the extent reasonably appropriate and permitted by applicable laws and ordinances, facilitate Developer's submissions, requests and applications pursuant to the applicable laws and ordinances governing the Project; provided Developer's submissions, requests and applications are complete, include all necessary fees and are otherwise compliant with applicable laws and ordinances.

2.3 Property Documents. The City represents to Developer and Developer agrees that City has delivered the following documents and information regarding the Property to Developer (collectively, the “Property Documents”):

- a) The title reports for the NIMCO Site listed in **Exhibit 2.3** attached hereto.
- b) Phase I Environmental Site Assessment prepared by Credere Associates, LLC and dated March 20, 2024.
- c) Phase II Environmental Site Assessment prepared by Credere Associates, LLC and dated August 1, 2024.
- d) Millyard Substation Remedial Action Implementation Report prepared by GZA GeoEnvironmental, Inc. dated October 13, 2023.

City makes no representation or warranty regarding the currency or accuracy of any of the Property Documents. Developer acknowledges that its receipt of the Property Documents does not in any way relieve Developer from conducting its own required surveying; title examination; architectural, engineering, environmental, topographical, geological, soil, developmental, inspections and other due diligence reasonably sufficient to determine the condition of the Property and suitability of the Property for Developer’s intended use(s) (collectively, the “Inspections”).

2.4 Due Diligence Regarding Property. Due Diligence under this Agreement shall be governed by the terms of the PSA.

2.5 Project Development Plan.

a) The comprehensive development plans which are generally consistent with the description of the City’s vision and objectives for the Project as described in the RFP and this Agreement (the “Development Plan”) shall include a general description of all proposed development of the Project and required infrastructure improvements, including, but not limited to, its design and construction. The Development Plan is attached as **Exhibit B**. The Development Plan shall also include the following items as condition precedent to closing:

- (i) Any modifications to the Development Plan;
- (ii) All architectural and engineering designs of the Project sufficient to obtain building permits
- (iii) All construction-related requirements (such as soil conditions and environmental constraints consistent with the Development Plan).

b) The Development Plan is subject to the City's land use and development approval process.

c) The City, together with its duly authorized agents and employees, may inspect and monitor the Project and the work performed on the Project at any time with commercially reasonable prior notice to Developer; provided that the City, and its duly authorized agents and employees shall follow Developer's reasonable safety regulations.

2.6 Schedule and Order of Development. Developer shall administer all aspects of the development of the Project subject to all applicable laws, rules and regulations, including the 2005 Land Use Code requirements of the City and based upon the construction schedule as follows:

Developer shall develop the Project at its sole expense, except as otherwise described and agreed to in this Agreement, in accordance with the Development Plan consistent with the architecture, streetscape and the character of the adjacent area and downtown Nashua and shall conform to the terms of the Development Plan. Developer will, during the design process or design phase of the development of the Project, develop and implement a design review process that will provide City and its professional staff the right to review and approve, reject or suggest modifications to the Development Plan, including regularly scheduled meetings in accordance with the construction schedule, to update City on Developer's progress of the Project. Developer will provide City with a construction schedule no later than 30 days prior to closing and keep the City apprised of material changes to such schedule. Developer shall conduct scheduled meetings on a monthly basis to keep City apprised of the progress of development of the Project. The meetings shall include the Developer, City representatives and the specialty consultants (if necessary or advisable). Developer shall supply City with a copy of the as built survey when the Project is complete. City may (but will not be required to) also attend Developer's meetings with Developer's engineering, architecture and project planning teams and provide input. Subject to the insurance requirements in section 4.3, Developer may access the Property to conduct demolition on and after the Effective Date.

2.7 Development Standards.

a) Developer shall perform the work in accordance with the standard of care and expertise normally employed by development firms, consultants and contractors performing similar services in metropolitan areas in New Hampshire, and all duties under this Agreement shall be measured and interpreted in accordance with such standard of performance.

b) Developer hereby warrants to City that the materials and equipment furnished in accordance with this Agreement will be of good quality, that the work will be free from defects, and that the work will conform with the requirements of the Development Plan. Developer hereby represents, warrants, and covenants that neither it nor its affiliates shall file a mechanic's lien, materialmen's lien, or other lien against any assets of City, and hereby waives and releases any right it may have or may hereafter

acquire to file a lien against the any assets of City. Developer shall indemnify and hold harmless City from any losses, damages and liabilities to the City as a result of a breach of this provision.

c) Developer shall pay all fees levied by the City or any other governmental entity, including, but not limited to, all tap fees, water & sewer fees, and permit fees. Developer shall plan for all utility services required for the Project and negotiate all necessary agreements with the appropriate municipal authorities and utility companies related to access, traffic, utilities, zoning and other design and construction elements pertaining to the Project. Developer shall obtain and pay for all construction-related permits and all certificates of occupancy. City shall cooperate with Developer as is reasonably necessary for Developer to obtain such approvals, permits and certificates of occupancy or completion subject to section 2.2 of this Agreement.

d) Developer shall apply for and maintain in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project and comply with all the terms and conditions applicable to the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project.

e) Developer and the City shall apply and build out the Project according to the 2005 Land Use Code as approved by O-04-19, as amended. The Parties and the Project shall not be governed by the form-based Land Use Code Update, if adopted.

2.9 Demolition. Developer has demolished the building on the Property. City will credit Seven Hundred Thousand Dollars (\$700,000.00) of the Purchase Price for Phase 1 as defined in the PSA for such demolition. In addition, City will defer \$1,000,000.00 of the Purchase Price (the “Deferred Amount”), which deferral will be evidenced by a promissory note and mortgage on the Property from Developer to City to be signed on or before the Closing Date. The Deferred Amount and the mortgage securing the Deferred Amount will be subordinate and junior to any financing placed on the Project and Property by Developer until such time as the first capital event, which for purposes of this Agreement will be the first of the sale or refinancing of the Property or the Project, in whole or in part, but in any event the Deferred Amount shall be repaid in full to the City no later than thirty-six (36) months after issuance of the last Certificate of Occupancy for the **Phase 1 of the Project**. City agrees to enter any further documentation reasonably required by Developer’s lenders and financiers to evidence the subordination of the Deferred Amount and related mortgage.

2.10 Closing. Provided that all conditions precedent to closing by the Parties have been satisfied or waived, as applicable, the City shall sell, assign, or convey the applicable portion of the Property, as reflected on the Development Plan or as more particularly described in mutually approved closing documents, and Developer shall purchase the same, in one or more closings corresponding to the phases of the Project. The initial closing for Phase 1 shall occur on or before thirty (30) days following issuance of the building permit

for Phase 1 (or such other permits or approvals as reasonably permit commencement of vertical construction for Phase 1), but in no case later than March 31, 2027. Either party may extend any applicable closing date once for sixty (60) business days by written notice.

As a condition to the Phase 1 Closing, City and Developer shall enter into a separate Maintenance Agreement governing maintenance responsibilities for the areas depicted on **Exhibit A-1** attached hereto (the “Maintenance Areas”), and such Maintenance Agreement shall survive closing in accordance with its terms. If, after expiration of the applicable extended closing date, any condition precedent to the Parties’ obligation to close remains unsatisfied, then either Developer or City may elect to (i) further extend the applicable closing date by written agreement, or (ii) terminate this Agreement as to the applicable phase, whereupon neither party shall have any further obligation to the other with respect to such phase except those obligations which expressly survive termination.

Should Phase 2 close, Phase 2 closing shall occur within thirty-six (36) months following the issuance of the last Phase 1 Building Permit. Nothing herein shall obligate Developer to proceed with Phase 2 until Developer, acting reasonably and in good faith, determines that financing, market, and development conditions support commencement of Phase 2.

2.11 Phase 2 Option Payments. Developer shall have the exclusive right to acquire the Phase 2 portion of the Property for a period of thirty-six (36) months following the issuance of the last Building Permit for Phase 1 (the “Option Period”), unless otherwise extended by mutual written agreement of the parties. In consideration for such exclusive rights and the deferred conveyance of the Phase 2 portion of the Property, beginning the Effective Date, Developer shall pay City non-refundable monthly Option Payments as follows:

- (i) \$0 from the Effective Date until the last Building Permit for Phase 1 is issued by the City;
- (ii) Ten Thousand and 00/100 Dollars (\$10,000.00) per month during the first twelve (12) months after last Building Permit is issued for Phase 1;
- (iii) Twenty Thousand and 00/100 Dollars (\$20,000.00) per month during months thirteen (13) through twenty-four (24) of the Option Period; and
- (iv) Thirty Thousand and 00/100 Dollars (\$30,000.00) per month during months twenty-five (25) through thirty-six (36) of the Option Period.

Such Option Payments shall not be credited against the Purchase Price. The Phase 2 Closing shall remain subject to satisfaction of the applicable conditions precedent set forth herein, including approval of the applicable Site Plan, issuance of building permits, and Developer’s demonstration of readiness to commence construction of Phase 2. If the Phase 2 Closing has not occurred prior to expiration of the Option Period, Developer’s exclusive rights with respect to the Phase 2 portion of the Property shall automatically terminate. Notwithstanding anything herein to the contrary, Developer shall have the right,

at any time during the Option Period, to elect not to proceed with Phase 2 by written notice to City. Upon delivery of such notice, Developer's exclusive rights with respect to the Phase 2 portion of the Property, together with any obligation to make future option fee payments, shall automatically terminate, and neither party shall have any further obligations with respect to the unclosed Phase 2 portion of the Property except as expressly stated herein to survive termination.

2.12 Inclusionary Housing. Developer shall designate 20% of each Phase of the multifamily housing units as affordable units, meaning those units shall be set aside for households making 80% of Area Median Family Income (and at least one unit for households making 60% of Area Median Family Income) as set forth in Section 1.6 above, with rental rates not to exceed 30% of household income. Such inclusionary housing shall be governed by and Developer shall comply with NRO 190-48 sections C, D, F and G as in effect as of the Effective Date. Developer will certify, before March 31 of each year, the Project's compliance with this Section in the form attached and incorporated into this Agreement as **Exhibit C**. Each year's certification must (i) include all income certifications received by Tenants for the reporting year and (ii) certify compliance based on the HUD Area Program Income Limits for the Nashua, New Hampshire HUD Metro Fair Market Rent Area for the year preceding the date of certification. The March 31 deadline is based on HUD's past custom of issuing the Area Program Income Limits in early April of each year. If HUD or any successor agency, ever issues the Area Program Income Limits in a month other than April, then Developer's certification deadline will be adjusted to a date that is approximately 12 months after the date of HUD's issuance.

2.13 Public Improvements. Provided Developer has been given its first Building Permit for the Project, the Project will include the following public improvements as depicted, and/or labeled, on the Master Concept Plan and as may be required by the Planning Board:

- A. At its sole cost, Developer will landscape and maintain the "Smokehouse Parcel" (being portions of Nashua Parcel ID's 77-1, 77-28, and 77-48) as shown on the Development Plan pursuant to an easement from the City, which easement will be executed at the closing;
- B. At its sole cost, Developer will design, build, landscape and maintain a ten foot (10') Riverwalk incorporating City's Riverfront Master Plan's concept plans with approval of the City of final design. City shall reserve a public use easement for the area as depicted on the Development Plan.
- C. Developer will allow public parking in the parking garage at a minimum of 10% of the spaces, to include a minimum of one (1) handicap space, from 8AM-8 pm, daily. Developer may charge up to the same amount charged at the School Street garage) and may charge hourly under the City's paid parking ordinance.
- D. Developer will design and build (i) a dog park (generally consistent with the plans included in the Dog Park Study) and (ii) a surface parking lot including

approximately twelve (12) parking spaces as part of Phase 1. The City will credit Developer up to a maximum amount of \$1,200,000.00 for the installation of the dog park, with a credit of \$600,000.00 shall be applied at the Phase 1 Closing, and a credit of \$600,000.00 shall be applied at the Phase 2 Closing, or reimbursed in such other manner as mutually agreed by the parties. Used herein “costs” shall include all permitting fees, engineering and design fees, and all other soft costs. The dog park and parking spaces will be completed prior to first occupancy permit for the Project. City will retain responsibility for maintaining and operating the dog park in a first-class condition and consistent with the Dog Park Study. The City shall cooperate with Developer on any permitting for the dog park.

City and Developer will work collaboratively to design and permit dog park, the cost of the design and construction of which shall be credited as described above, not to exceed \$1,200,000.00. If Developer does not build the dog park, no credit would be due to Developer. Developer and City agree to determine feasibility of the dog park no later than December 31, 2026.

2.14 Payment and Performance Bonds. Developer shall require its general contractor for the construction of the Project to furnish bonds covering faithful performance of the contract, completion of construction of the Project and payment of obligations arising in connection with the construction of the Project from a surety acceptable to the City and duly authorized to do business in New Hampshire (“Payment and Performance Bonds”). City shall be specifically named as a beneficiary under the Payment and Performance Bonds and the Payment and Performance Bonds shall, in all respects, be reasonably satisfactory to City. A duplicate original of the Payment and Performance Bonds shall be supplied to City, and City shall be entitled to maintain a direct action against the surety/bonding company (and any other parties that may be necessary parties to such an action). In the event of a default by Developer’s general contractor under its construction contract, City shall be entitled to participate fully in any action against such general contractor or the bonding company. The Developer shall not agree to any compromise or settlement of any City action against the general contractor or bonding company without City’s prior written consent, provided that City’s consent shall not be unreasonably withheld. Developer may also bring its own action against the general contractor or bonding company, as applicable, under this Section and Developer will be authorized to compromise or settle that action without City’s prior written consent, provided the settlement includes timely completion of the Project.

Developer shall require its general contractor(s) for the construction of each phase of the Project to furnish bonds covering faithful performance of the applicable construction contract, completion of construction of the applicable phase of the Project, and payment of obligations arising in connection with construction of such phase from a surety acceptable to the City and duly authorized to do business in New Hampshire (“Payment and Performance Bonds”). City shall be specifically named as a beneficiary under the Payment and Performance Bonds and the Payment and Performance Bonds shall, in all respects, be

reasonably satisfactory to City. A duplicate original of the applicable Payment and Performance Bonds shall be supplied to City, and City shall be entitled to maintain a direct action against the applicable surety/bonding company (and any other parties that may be necessary parties to such action). In the event of a default by Developer's general contractor under any applicable construction contract, City shall be entitled to participate fully in any action against such general contractor or the applicable bonding company. Developer shall not agree to any compromise or settlement of any City action against a general contractor or bonding company without City's prior written consent, provided that City's consent shall not be unreasonably withheld. Developer may also bring its own action against the applicable general contractor or bonding company under this Section and shall be authorized to compromise or settle such action without City's prior written consent, provided the settlement includes timely completion of the applicable phase of the Project.

ARTICLE III: DEFAULTS

3.1 Defaults by Developer and Remedies of City. If Developer materially defaults on the performance of its obligations to City prior to the Closing Date, then Developer will have seven (7) days after the City's delivery of written notice to Developer of the default to cure the default; however, if the default requires more than thirty (30) days to cure, Developer shall have such additional time as may be reasonably required to cure the default, provided Developer commences the cure within the initial seven (7) day cure period and thereafter diligently prosecutes the cure to completion (not to exceed sixty (60) days after commencement of the cure). If Developer is not able to cure the material default during the applicable cure period, then City will be entitled to terminate this Agreement and receive all of Developer's non-confidential work product regarding the Project, including the Project Design Drawings, and Development Plan (collectively, the "Liquidated Damages"). The Parties hereby agree that the Liquidated Damages are intended to be and will be the full liquidated damages for the Developer's failure to perform its duties, liabilities and obligations under this Agreement. The parties agree that City's damages would be very difficult to ascertain and the Liquidated Damages provided in this Section 3.1 constitutes a reasonable estimate of City's damages and is not intended as a penalty but as fully liquidated damages.

If Developer defaults on the performance of its obligations to City after the Closing Date, then Developer will have seven (7) days after the delivery of written notice by City of the default to cure the default; however, if the default requires more than thirty (30) days to cure, Developer shall have an additional thirty (30) days to cure the default, provided Developer commences the cure within the initial seven (7) day cure period and thereafter diligently prosecutes the cure to completion. If Developer is not able to cure the default during the applicable cure period, then City may, at its sole discretion, (i) terminate this Agreement and receive the Liquidated Damages; or (ii) pursue the right to specific performance against Developer that would require Developer to fully perform all of its obligations under this Agreement on a timely basis.

3.2 Notice to Financiers and Ability to Cure. Notwithstanding anything in this Agreement to the contrary, City shall copy Developer's lender or equity partner in writing

(provided, however, that it is Developer's responsibility to provide an address or addresses for that purpose) on any default notice that City sends to Developer, and Developer's lender or equity partner shall have the same rights to cure Developer's default as Developer has under this Agreement.

3.3 Defaults by City and Remedies of Developer. If City defaults materially on the performance of its obligations to Developer under this Agreement, then City will have seven (7) days after the delivery of written notice by Developer of the default to cure the default; however, if the default requires more than thirty (30) days to cure, City shall have such additional time as may be reasonably required to cure the default, provided City commences the cure within the initial seven (7) day cure period and then diligently prosecutes the cure to completion. If City is not able to cure the default during the applicable cure period, then Developer will be entitled to pursue any remedy available at law or in equity, including the termination of this Agreement and claims for damages resulting from the breach and termination(s).

3.4 Other Defaults. A Party will be in default of its obligations under this Agreement in the event that it is adjudicated bankrupt or insolvent, makes an assignment for the benefit of creditors or enters into a composition for creditors, or will file a voluntary bankruptcy petition or an answer admitting the material allegations of an involuntary bankruptcy petition; or if an order is entered appointing a receiver or trustee for that Party or for a substantial portion of the assets of that Party and the same is not vacated within sixty (60) days after entry, or if that Party applies for or consents to the appointment of any such receiver or trustee. In the event of a default specified in this Section 3.4, non-defaulting Party may immediately pursue all remedies available to it by law or in equity, including specific performance and the termination of this Agreement.

ARTICLE IV: CITY AND DEVELOPER MUTUAL OBLIGATIONS

4.1 City Approval. The Board approved the sale of the Property by passage of R-24-021 on April 9, 2024. The Board approved this Agreement by passage of R-26-xxx on _____, 2026.

4.2 Exclusivity. During the term of this Agreement, City will work exclusively with the Developer to develop the Project.

4.3 Insurance. Developer shall maintain and shall assure that its contractors who enter the Property maintain insurance in agreements and in form and substance adequate to insure Developer, its agents, employees or contractors, from claims arising out of any entry or inspections of the Property pursuant to the provisions of this Agreement, and Developer shall provide City with evidence of the following insurance coverage prior to performing any inspections of the Property:

- Comprehensive General Liability insurance for bodily injury and property damage coverage with a combined single limit of at least \$1,000,000 each occurrence and \$2,000,000 aggregate. The insurance shall include coverage for, but not be limited

to; premises and operations, contractual liability, personal injury, explosion, collapse and underground coverage ;

- Business Automobile Liability Insurance providing bodily injury and property damage with combined single limit of at least \$1,000,000 per occurrence. The insurance shall include coverage for, but be limited to; all owned, non-owned, hired or rental vehicles;
- Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000. All contractors and subcontractors at every tier will fully comply with NH RSA Chapter 281-A, “Workers’ Compensation;”
- Professional Liability of at least \$2,000,000. The insurance shall include coverage for, but not be limited to; punitive damages and contractual liability. Such Errors and Omissions policy shall be maintained in full force and effect for three years from the date of project completion.

The above liability requirements can be met with a combination of underlying and umbrella/excess insurance.

Developer will provide the City with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the Agreement prior to any inspections of the Property. The City 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**. All policies shall contain a Waiver of Subrogation in favor of the City of Nashua and its officers, directors, employees, volunteers and agents. Developer is responsible for filing updated certificates of insurance with the City’s Risk Management Department during the life of the Agreement and upon request, a copy of the policy -

- Developer shall maintain in effect at all times during the performance under this Agreement all specified insurance coverage with insurers.
- Subcontractors are subject to the same insurance requirements as Developer and it shall be the Developer’s responsibility to ensure compliance.
- 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, Developer must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- None of the requirements as to types and limits to be maintained by Developer are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Developer under this Agreement and the Developer 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.
- Developer is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by Developer or anyone employed, directed, or supervised by Developer.

The parties agree that Developer shall have the status of and shall perform all work under this Agreement as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this Agreement is between the City and Developer, and nothing in this Agreement shall create any contractual relationship between the City and Developer's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Developer is not a City employee and that there shall be no:

- Withholding of income taxes by the City;
- Industrial insurance coverage provided by the City;
- Participation in group insurance plans which may be available to employees of the City;
- Participation or contributions by either the Developer or the City to the public employee's retirement system;
- Accumulation of vacation leave or sick leave provided by the City;
- Unemployment compensation coverage provided by the City.

ARTICLE V: MISCELLANEOUS

5.1 Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between Developer and City, or to impose any partnership obligation or liability upon the Parties. Neither Developer nor City shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other.

5.2 No Third-Party Beneficiaries. This Agreement is not intended to and does not confer any right or benefit on any third party other than the Parties.

5.3 Notices. Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a signatory Party is required to or may give to another signatory Party under this Agreement shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner in this Agreement prescribed. The notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or by email with a hard copy to be delivered by independent

courier service by the next business day. The Parties shall make reasonable inquiry to determine whether the names or titles of the persons listed in this Agreement should be substituted with the name of the listed person's successor.

City: Liz Hannum, Director of Economic Development
City Hall – Economic Development Office
229 Main Street/P.O. Box 2019
Nashua, New Hampshire 03061

With a copy to: Celia Leonard, Deputy Corporation Counsel
City Hall - Corporation Counsel Office
229 Main Street/P.O. Box 2019
Nashua, NH 03061

Developer: Lansing Melbourne Group, LLC
101 NE 3rd Avenue, Suite 1500
Fort Lauderdale, Florida 33301
Attn: Peter Flotz

With a copy to: Andrew A. Prolman, Esquire
Prunier & Prolman, PLLC
20 Trafalgar Square, Suite 100
Nashua, NH 03063
Phone: 603-883-8900
Email: aprolman@prunierlaw.com

5.4 Entire Agreement. This Agreement sets forth and incorporates by reference all the agreements, conditions and understandings between the Parties relative to the Project and supersedes all previous agreements. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement or as contained the Development Plan as of the Effective Date, except as the Development Plan may be modified by necessary governmental permits and approvals and professional recommendations. Developer shall notify City in writing of any such material modifications.

5.5 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

5.6 Assignment.

a) Developer shall not, prior to Closing, assign or transfer this Agreement or delegate any of its obligations or duties under this Agreement without the prior written consent of City, which consent may be withheld in City's sole discretion, except that Developer may freely assign to entities within the control of the same principals as those of the Developer or for the purposes of financing or other legal requirements provided that

the Developer notify City of any such assignment at least ten days before closing, and that any such entities must be subject to real estate taxation.

b) Developer shall not, after the issuance of a certificate of occupancy for the Project, assign or transfer this Agreement or delegate any of its obligations or duties under this Agreement without the prior written consent of City (which consent shall not be unreasonably withheld or delayed), except that Developer may freely assign its interest in the Agreement to entities within the control of the same principals as those of the Developer or for the purposes of financing or other legal requirements, provided that any such entities must be subject to real estate taxation.

c) No assignment, with or without the consent of City, shall be effective unless each assignee shall assume and agree to perform and observe all the covenants and agreements of Developer being assigned. No assignment of this Agreement by Developer shall release or relieve the Developer of any duties, obligations or liabilities under this Agreement and from and after any such assignment the assigning Developer shall be jointly and severally liable with the assignee for the performance of and compliance with all of Developer's duties obligations and liabilities under this Agreement.

d) City may not assign, transfer or delegate its rights, duties and obligations under this Agreement without the consent of Developer in its reasonable discretion (which consent shall not be unreasonably withheld or delayed) to any purchaser of the Property who assumes and agrees to perform and observe all the covenants and agreements of City being assigned thereby. No such assignment, with or without the consent of Developer, shall be effective unless each such assignee shall assume and agree to perform and observe all the covenants and agreements of City being assigned thereby. In the event of any assignment of the interest of City under this Agreement, City shall be released and relieved of all liability for the performance and observance of all covenants and agreements of City's covenants and agreements under this Agreement so assigned.

5.7 Terms for Consent or Approval. When this Agreement calls for one Party to seek the approval or consent of the other Party, the Party with the right to grant or deny consent or approval must exercise its reasonable discretion in doing so, unless specified otherwise by the terms of this Agreement. The requesting party must make requests for consent or approval in writing in accordance with the terms for notice in this Agreement and substantiate that request with commercially reasonable documentation unless specified otherwise by the terms of this Agreement. The Party with the right to grant or deny consent or approval shall review each such request diligently, reasonably and in good faith and deliver its decision whether to give or deny consent or approval to the requesting Party in writing in accordance with the terms for notice in this Agreement within thirty (30) business days of the delivery of the other Party's request. If the reviewing Party elects to deny its consent or approval, then it must substantiate that decision with commercially reasonable documentation that enables the requesting Party to comprehend the decision and, if appropriate, modify such request and re-submit it to the reviewing Party for further review pursuant to these terms for consent or approval. A Party reviewing a request for consent to the assignment of rights and obligations by the requesting Party may consider

the creditworthiness, financial wherewithal, expertise and experience of the proposed assignee when compared to the requesting Party, in the exercise of reasonable discretion whether to grant or deny consent or approval.

5.8 Terms for Other Response. When this Agreement calls for one Party to notify the other Party of any other election under this Agreement, then the electing Party shall notify the other party of the applicable decision no later than thirty (30) days after the electing Party was notified of its obligation to make the election.

5.9 Governing Law. This Agreement shall be governed by the laws of the State of New Hampshire. The parties hereto agree that any action brought by either party to enforce the terms of this Agreement shall be filed in the Superior Court of Hillsborough County, New Hampshire or the United States District Court of New Hampshire, Concord Division.

5.10 Counterparts. This Agreement may be executed electronically, and in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5.11 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending that action; provided, however, each Party shall retain the right to pursue its own independent legal defense.

5.12 No Deemed Waiver. Failure of a Party to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of that Party to exercise at some future time said right or any other right it may have under this Agreement.

5.13 Severability. If any term or provision of this Agreement shall be judicially determined to be void or of no effect, that determination shall not affect the validity of the remaining terms and provisions of this Agreement. The Parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.

5.14 Authority. Each Party represents that it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement has the authority to bind, respectively, City and Developer.

5.15 Representations and Warranties of Developer. Developer represents and warrants to City that:

a) Developer is a valid limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida;

b) Developer is duly qualified to do business and is in good standing under the laws of the State of New Hampshire;

c) Developer has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise; and

d) Developer will execute, deliver and perform this Agreement in accordance with all applicable laws and ordinances.

5.16 Representations and Warranties of City. City represents and warrants to Developer that:

a) City has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise;

b) City will execute, deliver and perform this Agreement in accordance with all applicable laws and ordinances;

c) To the actual knowledge of City Attorney, the Property is not the subject of any litigation, pending or overtly threatened, or other judicial or quasi-judicial procedure which would, if determined unfavorably to the City, settled or otherwise resolved by the City, result in any financial liability on the part of Developer or interfere with the development of the Project;

d) To the actual knowledge of the City Attorney, the Property is not the subject of any procedure for the taking of the Property by eminent domain, in whole or in part, pending or overtly threatened by the City or any other governmental authority with the power of eminent domain;

e) To the actual knowledge of the City Attorney, no one has made any claim to title to the Property, in whole or in part, superior to the claim of the City by virtue of its chain of title; and

f) The City has not received any notice from any governmental agency, state, federal or local, that the Property is in violation of or the subject of an investigation regarding the potential violation of any Laws and Ordinances, including laws of the United States or the State regarding the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on the Property, or the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on properties adjacent to the Property as a result of their origination on or passage through the Property.

5.17 Continuing Obligation. This Agreement is intended by the parties to continue after closing until terminated by the parties in writing. From time to time after the Closing Date or the Deadline Closing Date, the Parties will execute additional instruments of assignment, lease, license, conveyance and other documents and take such other actions that are reasonably necessary to further the purposes of this Agreement.

5.18 Immunity Not Waived. City does not intend to waive its sovereign immunity by reason of this Agreement; provided, however, that the City acknowledges and agrees that by entering into this Agreement, governmental immunity shall not be a valid defense to a breach of contract claim brought under this Agreement.

5.19 Release of Information. City and Developer acknowledge that this Agreement is subject to disclosure under the New Hampshire public records laws, except for information that is excluded from the disclosure requirements of those laws. Nothing in this Agreement precludes either party from discussing the terms of this Agreement or its work product with its attorneys, accountants, consultants, contractors, or potential lenders or investors, or prevents the holding of public City meetings in compliance with applicable laws.

5.20 Representations, Warranties and Indemnity Regarding Brokers.

a) City represents to Developer that no real estate broker or agent has rendered a service or represented City in connection with this Agreement or the transaction contemplated in this Agreement for which any brokerage commission or fee is due.

b) Developer represents to City that no real estate broker or agent has rendered a service or represented Developer in connection with this Agreement or the transaction contemplated in this Agreement for which any brokerage commission or fee is due.

c) City and Developer covenant and agree, each to the other, to indemnify the other against any claims based upon or arising out of the employment or use by the indemnifying party of any real estate broker, agent or finder in connection with the leasing of the Property. This Section 5.20 shall survive Closing or any earlier termination of this Agreement.

5.21 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY THIRD PARTY, WHETHER OR NOT CLAIMING THROUGH THAT OTHER PARTY) FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER).

5.22 Non-Appropriation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any Constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of the Constitution of the State of New Hampshire. This Agreement shall not directly or indirectly

or contingently obligate the City to make any payments beyond the amount appropriated, if any, in the sole discretion of the City for any fiscal year in which this Agreement shall be in effect. The City may at the end of any fiscal year terminate its future installment payment obligations under this Agreement if the City has not appropriated sufficient funds to make the next fiscal year's scheduled installment payments; however, during each fiscal year, the City shall exercise its best efforts to appropriate funds for installment payments due in the next fiscal year. No deficiency judgment may be rendered against the City in any action for breach of a contractual obligation under this Agreement and the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys. To the extent of any conflict between this Section 5.22 and any other provision of this Agreement, this Section shall take priority.

5.23 Amendment. This Agreement shall not be modified or amended in any respect except by a written instrument executed by the Parties.

5.24 Time of the Essence. Time is of the essence in this Agreement.

5.25 Survival. All representations, warranties and obligations of the Parties in this Agreement shall survive the consummation or performance of the various transactions contemplated in this Agreement for the respective terms necessary for each of the Parties to realize the benefits contemplated by this Agreement and to enforce the rights provided for in this Agreement.

5.26 Recitals and Exhibits. The Recitals of this Agreement and the Exhibits attached to this Agreement are integral and essential components of this Agreement.

5.27 Defined Terms. All capitalized terms in this Agreement shall have the meaning ascribed to them in this Agreement unless the context clearly indicates another meaning. All terms not defined in this Agreement shall have the usual and customary meaning ascribed to them and found in any modern American English dictionary.

5.28 Term. Unless by its terms a provision will survive, this Agreement will terminate on March 31, 2030.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

CITY OF NASHUA, NEW HAMPSHIRE

James W. Donchess, Mayor, duly authorized

This Agreement was approved by the City of Nashua Board of Aldermen by R-26-xxx passed on _____.

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

I, the undersigned, a Notary Public of the State and County aforesaid, do hereby certify that James W. Donchess personally came before me this day and acknowledged under seal that he is the Mayor of the City of Nashua, and acknowledged, on behalf of the City, the due execution of the foregoing instrument.

WITNESS my hand and official seal, this ____ day of _____ 2026.

Notary Public
My commission expires:

Liz Hannum, Director of Economic Development
City's Administrator for this Agreement

LANSING MELBOURNE GROUP, LLC,
a Florida limited liability company

Peter Flotz, Manager, duly authorized

STATE OF FLORIDA
COUNTY OF BROWARD

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Peter Flotz personally came before me this day and acknowledged under seal that he is Manager of LANSING MELBOURNE GROUP, LLC, a Florida limited liability company, and acknowledged, on behalf of the company, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the ____ day of _____ 2026.

Notary Public

My commission expires:

EXHIBIT A

PROPERTY DESCRIPTION

Certain real property composed of Nashua, New Hampshire tax assessor parcel numbers:

1 Pine Street Extension Map/Lot 77-30, 50441 (2.03 acres), excepting and reserving from the sale of such lot the land under the existing Spine Road (private) and Pine Street Extension (private) and 10 feet from the northerly side of said Spine Road and the westerly and northerly sides of Pine Street Extension, along the length of such roads on the lot.

Declared surplus by Amended R-14-059 passed September 10, 2014
DOT Parcel # 73, Ineligible

L Pine Street Extension Map/Lot 77-7 25100 (0.3 acre), excepting and reserving from the sale of such lot the land under the existing Spine Road (private) and all land 10 feet from the northerly side of said Spine Road along the length of such road on the lot.

Declared surplus by R-24- 020 passed April 9, 2024

3 Pine Street Extension Map/Lot 77-2A 40015 (0.59 acre), excepting and reserving from the sale of such lot the land under the existing Pine Street Extension (private) and all land 10 feet from the westerly side of said Pine Street Extension along the length of such road on the lot.

Lot comprised of a portion of 77-17 which was declared surplus by Amended R-14-059 passed September 10, 2014

DOT Parcel # 72, Ineligible

Remainder of lot compromised of old PSNH substation Lot 77-2A, see lot line adjustment plan HCRD Plan #40965

Declared surplus by R-24- 020 passed April 9, 2024

All subject to existing easements and all matters of record. City will reserve easements for all City infrastructure currently in place on, in, under, or over any of the lots.

Map Attached

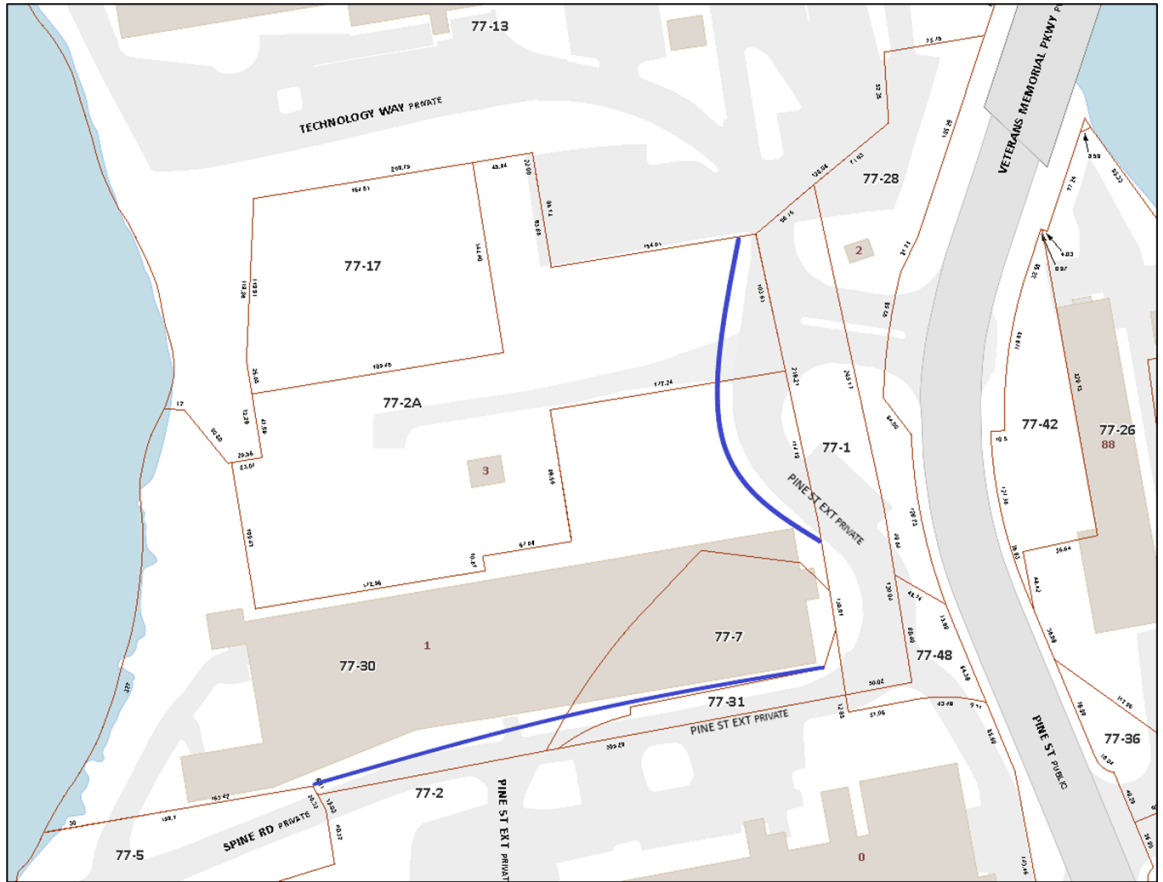
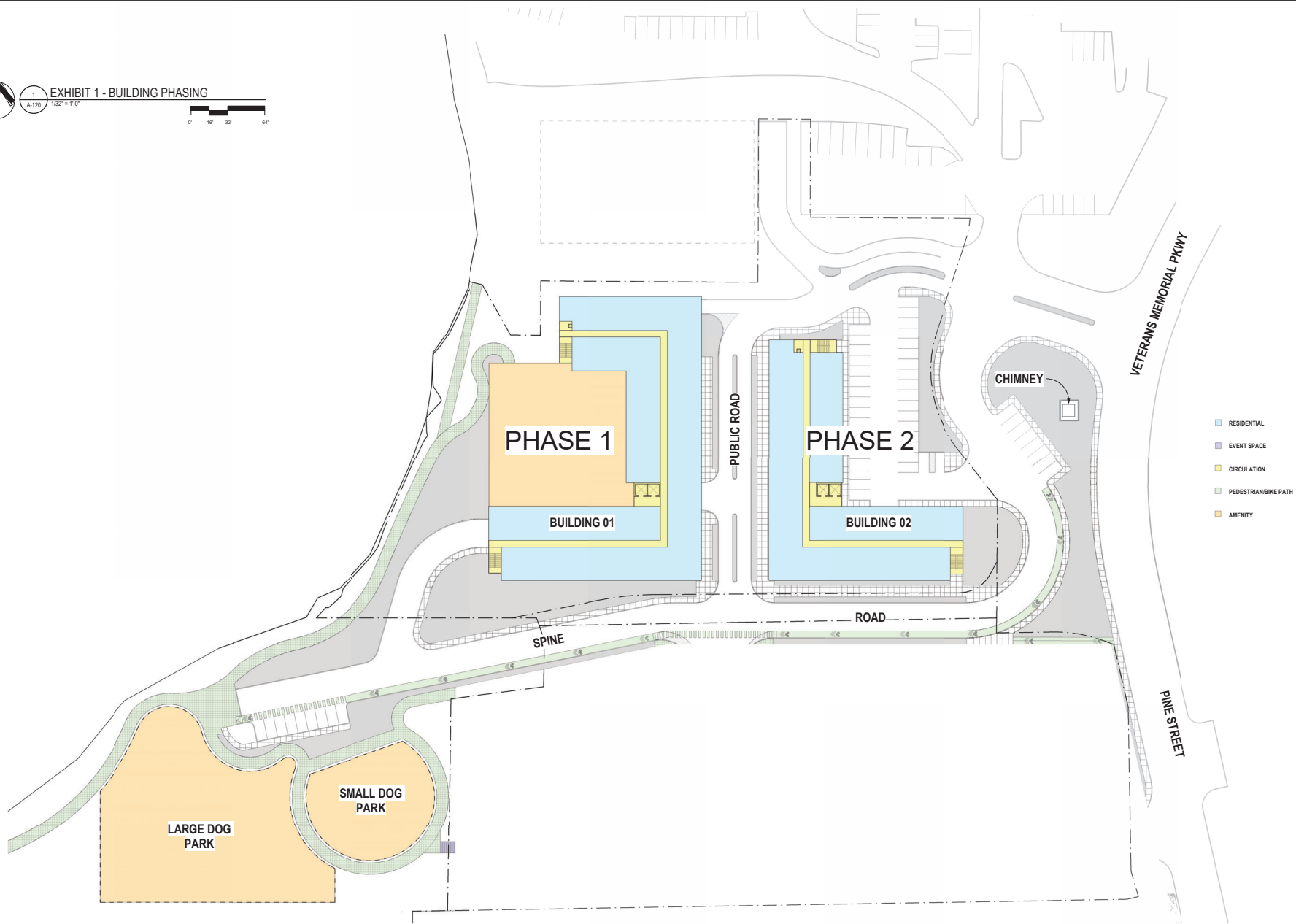


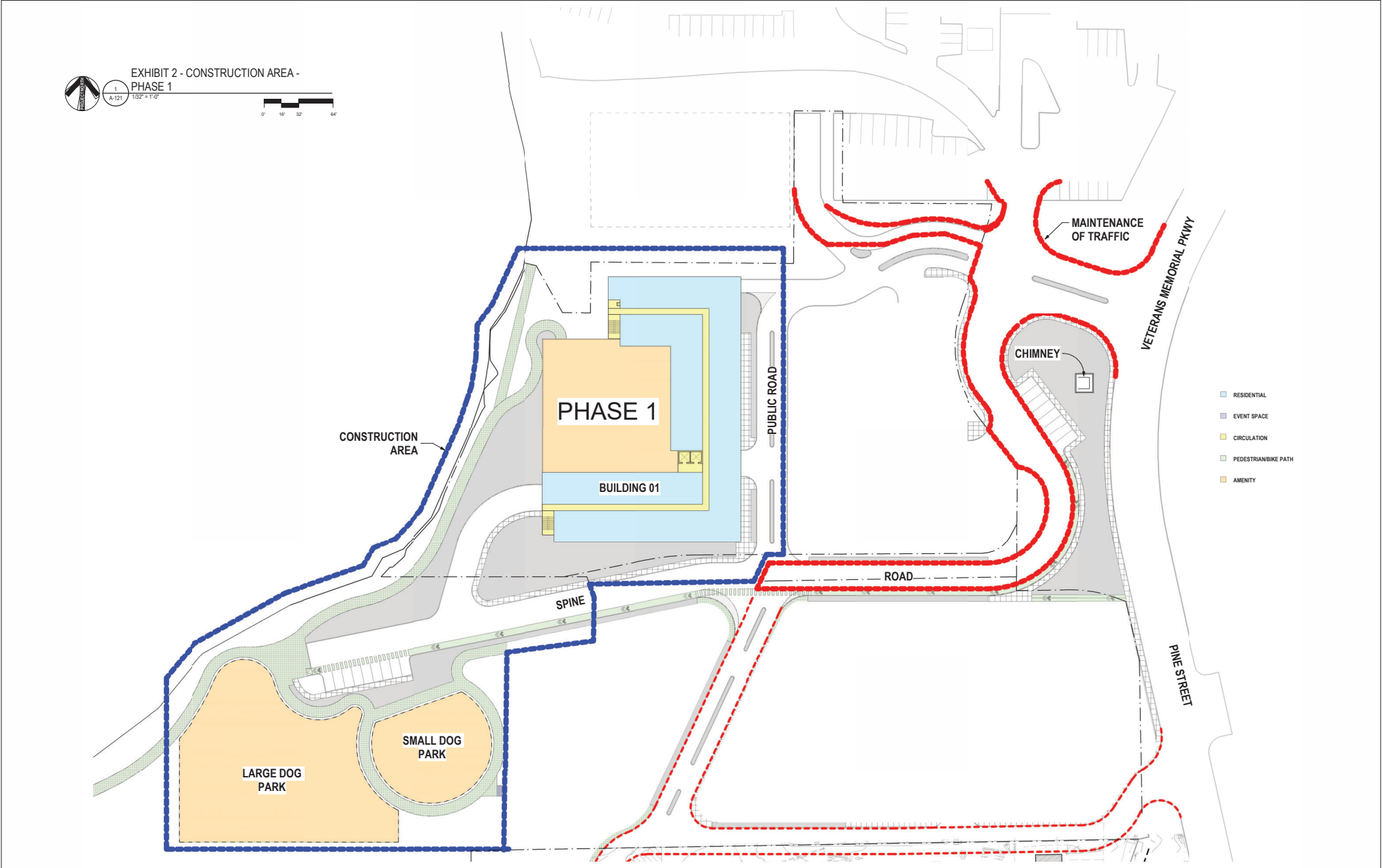
EXHIBIT A-1
MAINTENANCE AREA

EXHIBIT B
DEVELOPMENT PLAN

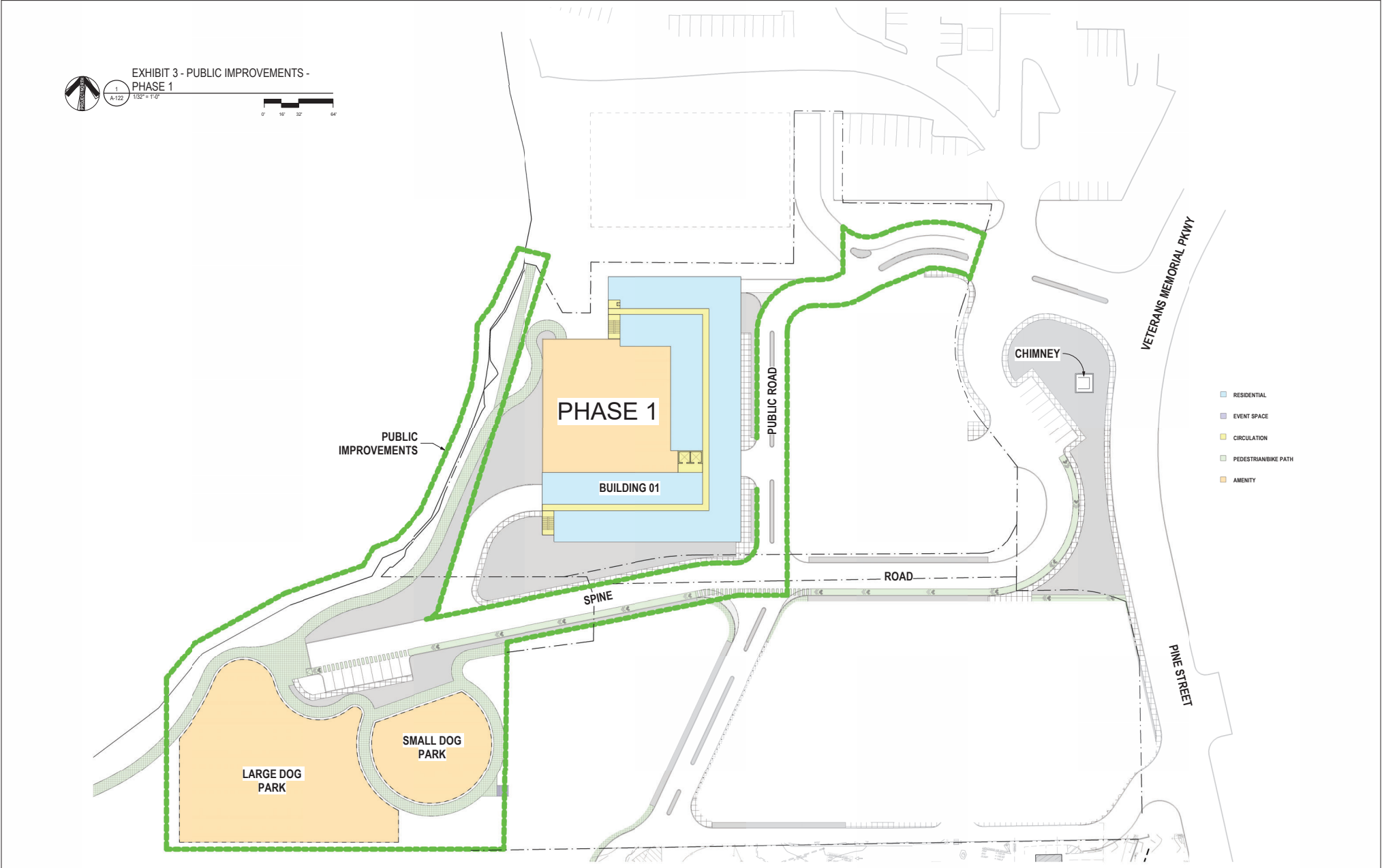


- RESIDENTIAL
- EVENT SPACE
- CIRCULATION
- PEDESTRIAN/BIKE PATH
- AMENITY

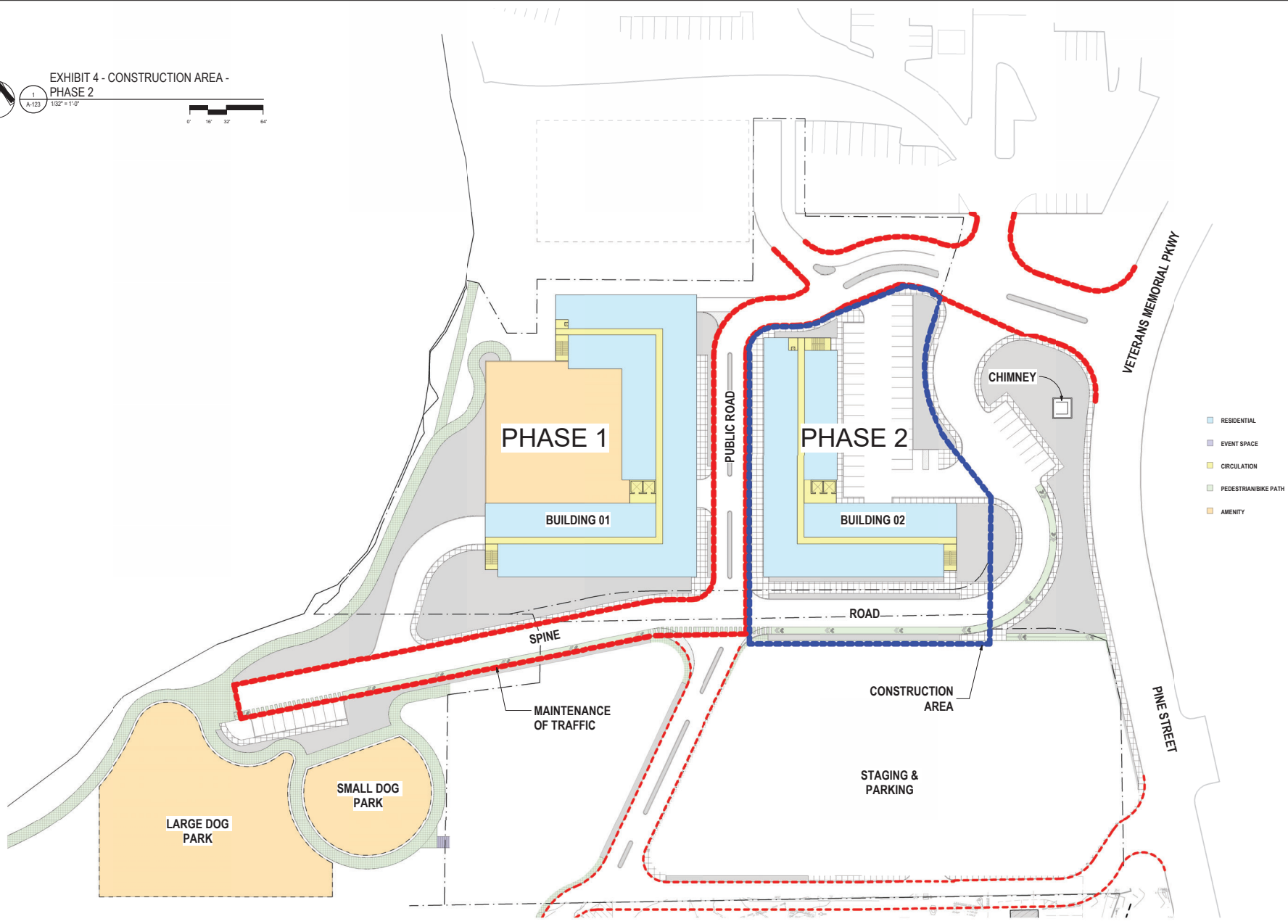
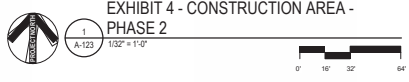
NOTE: THIS DOCUMENT IS THE PROPERTY OF RANDALL PAULSON ARCHITECTS, INCORPORATED. THESE DOCUMENTS MAY NOT BE COPIED, REPRODUCED, USED OR APPLICATED IN ANY WAY, IN PART OR IN WHOLE, WITHOUT THE WRITTEN CONSENT OF RANDALL PAULSON ARCHITECTS, INCORPORATED. ALL COPYRIGHT AND OTHER RIGHTS OF COPYRIGHT ARE HEREBY SPECIFICALLY RESERVED.



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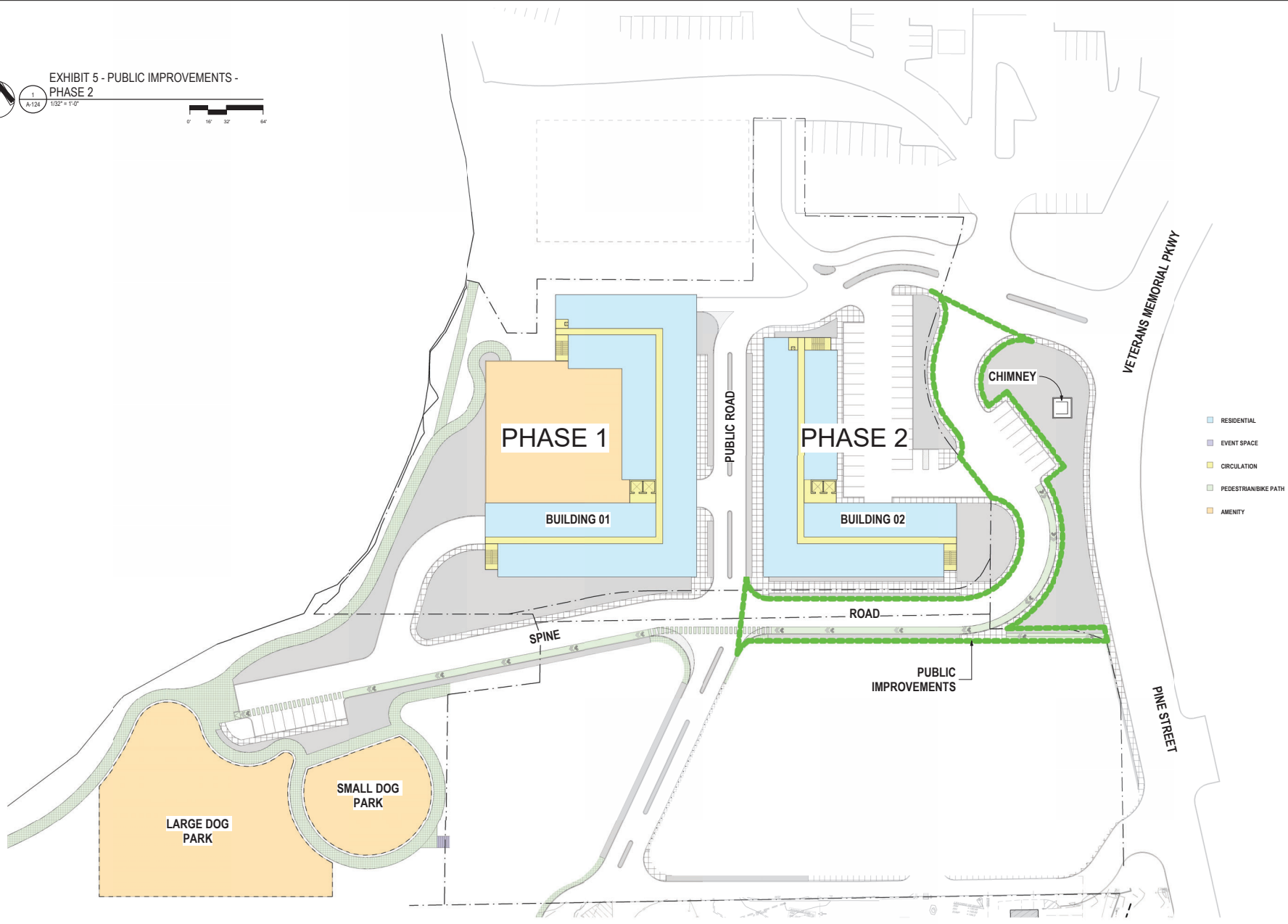


- RESIDENTIAL
- EVENT SPACE
- CIRCULATION
- PEDESTRIAN/BIKE PATH
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EXHIBIT 5 - PUBLIC IMPROVEMENTS -
 PHASE 2

1
 A-124
 1/32" = 1'-0"



- RESIDENTIAL
- EVENT SPACE
- CIRCULATION
- PEDESTRIAN/BIKE PATH
- AMENITY

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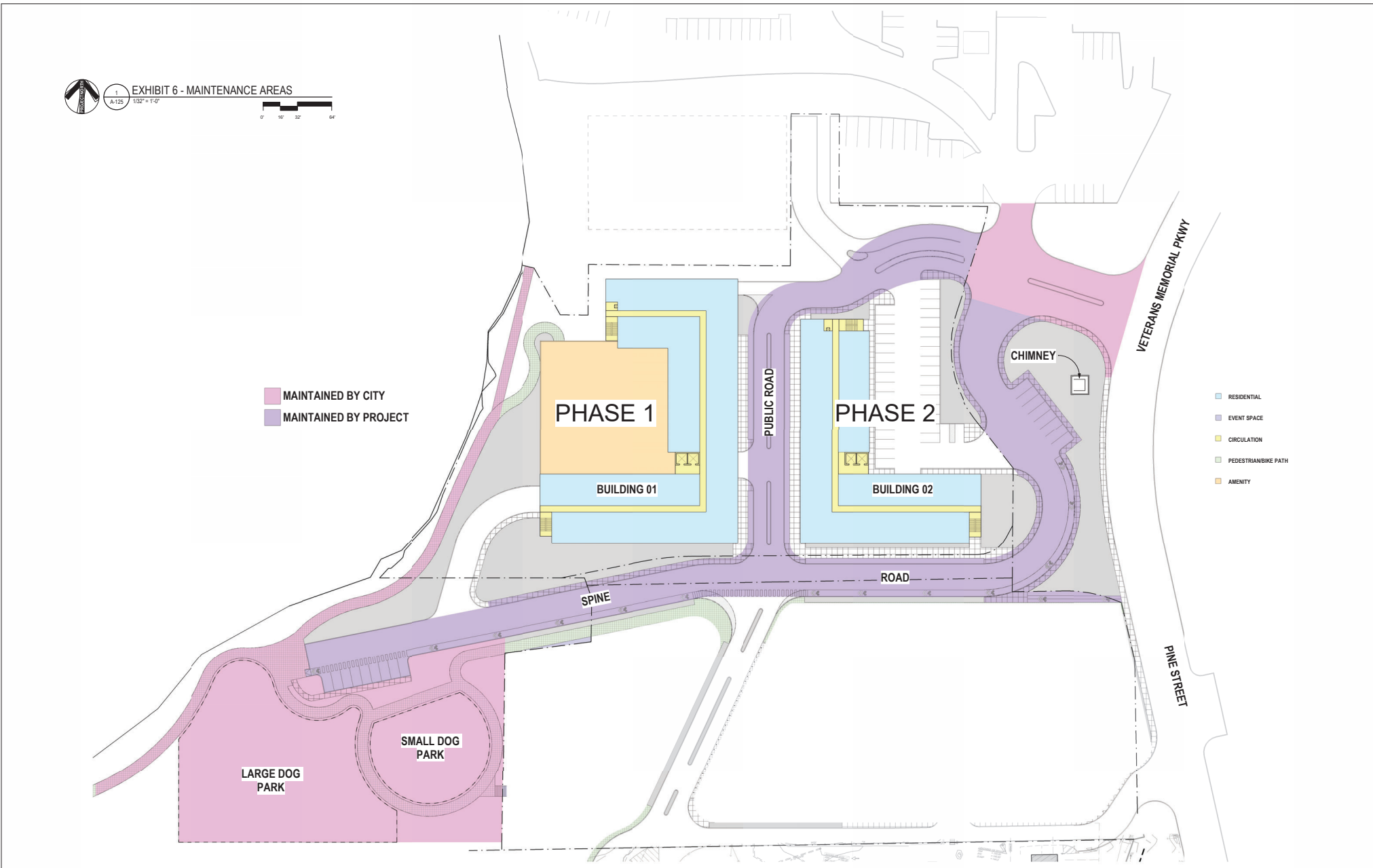


EXHIBIT C

CERTIFICATION OF AFFORDABLE UNITS

Developer hereby certifies, as of March 31, _____, that the following units have been rented to or set aside as “affordable Units” as defined in the Master Development Agreement between Developer and City dated _____. The Housing and Urban Development (“HUD”) Area Program Income Limits for the Nashua, New Hampshire HUD Metro Fair Market Rent Area for the current reporting year are attached and incorporated into this Certification. Developer has submitted all Tenant Income Certification Forms to City simultaneously with the submittal of this Certification.

Unit Number	Date of Tenant Income Certification	Amount of Monthly Rent for Reporting Year
-------------	-------------------------------------	---

EXHIBIT D

PURCHASE AND SALE AGREEMENT AS AMENDED

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (“**Amendment**”) is made as of the ____ day of _____, 2026, by and between **LANSING MELBOURNE GROUP, LLC**, a Florida limited liability company (“**Developer**”) as buyer, and **CITY OF NASHUA, NEW HAMPSHIRE**, a New Hampshire municipal corporation (“**City**”) as seller.

RECITALS

A. City and Developer entered into that certain Purchase and Sale Agreement dated April 24, 2024 as amended by First Amendment to Purchase and Sale Agreement dated November 8, 2024, by Second Amendment to Purchase and Sale Agreement dated December 16, 2024, and by Third Amendment to Purchase and Sale Agreement dated April 1, 2025 (the “**PSA**”) with respect to the purchase and sale of certain real property more particularly described in the **PSA** (the “**Property**”).

B. City and Developer wish to amend the **PSA** because the **Developer’s** program has been modified to a two-phase development, necessitating a restatement of the proposed project and incorporation of two property closings.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals; Definitions. Each of the foregoing recitals are incorporated into and made a part of this Amendment by this reference. All capitalized terms used in this Amendment shall have the meanings ascribed in the Agreement unless otherwise defined in this Amendment.

2. Completion of Due Diligence Period. City and Developer agree and confirm that all due diligence by Developer is complete. Developer’s right to terminate without cause has therefore expired.

3. Project Program. The parties acknowledge that Developer’s proposed development program has been revised to a phased development as follows:

- a) **Phase 1:** No less than one hundred thirty-five (135) multifamily dwelling units, together with approximately one hundred fifty-five (155) parking spaces and certain initial public improvements, as agreed to in the **MDA** (defined below)
- b) **Phase 2:** No less than one hundred seven (107) multifamily dwelling units, together with approximately ninety-nine (99) parking spaces and remaining contemplated improvements. Developer’s right to Phase 2 is subject to the Option Payments required in the Amended and Restated Master Development Agreement (the “**MDA**”). Per the **MDA**, nothing herein shall obligate the Developer to proceed with Phase 2 until Developer, acting reasonably and in good faith, determines that financing, market, and development conditions support commencement of Phase 2.

The Project is further described in the **MDA** between the parties, as amended from time to time, including the phased development plans and related exhibits incorporated therein. All unit counts, parking counts, layouts, phasing plans, and improvements are approximate and subject to change

based on final design, engineering, permitting, financing, market conditions, and applicable governmental approvals.

4. Purchase Price. Section 2.1(a) of the PSA is deleted in its entirety and replaced as follows:

The total Purchase Price for the Property shall be Thirty-Five Thousand Dollars (\$35,000.00) per unit for Phase I with no less than 135 units and, if the option is exercised, Twenty-Five Thousand Dollars (\$25,000.00) per unit for Phase 2 with no less than 107 units, as set forth in the MDA.

- a) Developer shall receive a demolition credit in the amount of Seven Hundred Thousand Dollars (\$700,000.00), which shall be applied in full at the Phase 1 Closing, unless otherwise mutually agreed.
- b) Developer shall receive a credit against the Purchase Price for the actual out-of-pocket hard and soft costs incurred by Developer in connection with the design and construction of the dog park improvements required under the MDA, including reasonable engineering, permitting, sitework, utility, landscaping, and related improvement costs, up to a maximum amount of \$1,200,000.00, which a credit of \$600,000.00 shall be applied at the Phase 1 Closing, and a credit of \$600,000.00 shall be applied at the Phase 2 Closing, or reimbursed in such other manner as mutually agreed by the parties.

5. Closing. Section 2.1 (b) of the PSA is deleted in its entirety and replaced as follows:

Provided that all conditions precedent to closing by the parties have been satisfied or waived, the transactions contemplated herein shall occur in one or more closings corresponding to the phases of the Project.

- a) Phase 1 Closing shall occur on or before thirty (30) days following issuance of a building permit for Phase 1, but in no case later than March 31, 2027.
- b) Phase 2 Closing may occur at any time following satisfaction of the applicable conditions precedent, but in no event later than thirty-six (36) months following issuance of the last building permit (if more than one) for Phase 1.
- c) The Phase 2 Closing is subject to certain Option Payments as set forth in the MDA.
- d) Prior to each applicable closing, Developer shall prepare, at its cost, any required legal descriptions, subdivision plans, lot line adjustments, or related documents necessary to facilitate the applicable phase closing, and City shall reasonably cooperate in reviewing and executing the same.
- e) Either party may extend any applicable closing date once for sixty (60) business days by written notice. Thereafter, the parties may mutually agree to additional extensions.

6. Notice. Section 5.3 is amended to delete the reference to Drew Melville and replace with:

With a copy to:

Andrew A. Prolman, Esquire
Prunier & Prolman, PLLC
20 Trafalgar Square, Suite 100
Nashua, NH 03063
Phone: 603-883-8900
Email: aprolman@prunierlaw.com

7. General. The terms and provisions of this Amendment shall be governed and construed in accordance with the laws of the State of New Hampshire. City and Developer agree that, except as modified by this Amendment, the Agreement remains in full force and effect in accordance with its terms. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of City and Developer and their respective successors, and assigns.

[SIGNATURE PAGES FOLLOW]

WHEREFORE, City and Developer have caused this Amendment to be executed as of the day and year first above written.

CITY OF NASHUA, NEW HAMPSHIRE

James W. Donchess, Mayor, duly authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH**

I, the undersigned, a Notary Public of the State and County aforesaid, do hereby certify that James W. Donchess personally came before me this day and acknowledged under seal that he is the Mayor of the City of Nashua, and acknowledged, on behalf of the City, the due execution of the foregoing instrument.

WITNESS my hand and official seal, this ____ day of _____, 2026.

Notary Public

My commission expires:

(SEAL)

LANSING MELBOURNE GROUP, LLC,
a Florida limited liability company

Peter Flotz, Manager, duly authorized

STATE OF FLORIDA
COUNTY OF BROWARD

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Peter Flotz personally came before me this day and acknowledged under seal that he is Manager of LANSING MELBOURNE GROUP, LLC, a Florida limited liability company, and acknowledged, on behalf of the company, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the ____ day of _____, 2026.

Notary Public

My commission expires:

(SEAL)

EXHIBIT 2.3

1. (77-2A) R0137
2. (77-2A) R0137copies1
3. (77-2A) R0137copies2
4. (77-2A) R0137copies3
5. (77-2A) R0137copies4
6. (77-2A) R0137copies5
7. (77-13, Cody) 19571127 - Bk 1521 Pg 50 - Deed - Nashua NH Foundation
8. (77-13, Cody) 19650715 - Bk 1837 Pg 452 - Deed - Millyard Realty Corporation
9. (77-13, Cody) 19731031 - Bk 2332 Pg 403 - Deed Sprague Electric Company
10. (77-13, Cody) 19800107 - Bk 2746 Pg 001 - Deed - North American Phillips Corporation
11. (77-13, Cody) 19811102 - Bk 2882 Pg 554 - Deed - Nashua Corporation
12. (77-13, Cody) 19821104 - Bk 2962 Pg 600 - Warranty Deed – Lapierre
13. (77-13, Cody) 19851103 - Bk 2962 Pg 604 - Warranty Deed – Lapierre
14. (77-14, Cody) 19490518 - Bk 1222 Pg 152 - Deed - Nashua NH Foundation
15. (77-14, Cody) 19490518 - Plan No. 178 C and 178 D
16. (77-14, Cody) 19490714 - Bk 1227 Pg 345 - Deed – Cody
17. (77-14, Cody) 19490715 - Bk 1227 Pg 323 - Deed - Nashua NH Foundation
18. (77-14, Cody) 19850924 - Bk 3412 Pg 0914 - Quitclaim Deed - Nashua NH Foundation
19. (77-14, Cody) 20120629 - Bk 8442 Pg 1992 - Warranty Deed – Cody
20. (77-14, Cody) 20171017 - Title Summary Report - 77-14 – Millyard
21. (77-17, Cody) 19500110 - Bk 1244 Pg 458 - Deed - Nashua NH Foundation
22. (77-17, Cody) 19750115 - Bk 2385 Pg 625 - Trustees Deed – Cody
23. (77-17, Cody) 19760315 - Bk 2445 Pg 841 - Deed - Nashua Corporation
24. (77-17, Cody) 19760323 - Bk 2446 Pg 055 - Deeds - Nashua NH Foundation
25. (77-17, Cody) 19840402 - Bk3149 Pg 0045 - Statutory Power of Sale Mortgage - 10 Pine Street LP
26. (77-17, Cody) 19840731 - Bk 3194 Pg 0512 - Deed - Nashua NH Foundation
27. (77-17, Cody) 19840815 - Bk 3216 Pg 0804 - Warranty Deed - 10 Pine Street LP
28. (77-17, Cody) 19840828 - Bk 3216 Pg 0807 - Easement Deed - James Cody
29. (77-17, Cody) 19930126 - Bk 5407 Pg 1610 - Surveyor's Affidavit - 10 Pine Street LP & James Cody
30. (77-17, Cody) 19930407 - Bk 5430 Pg 0260 – Covenant
31. (77-17, Cody) 19930415 - Bk 5422 Pg 1893 - Surveyors' Affidavit - 10 Pine Street LP & James Cody
32. (77-17, Cody) 20001027 - Bk 6313 Pg 1929 - Warranty Deed – Cody
33. (77-17, Cody) 20171017 - Title Summary Report - 77-17 – Millyard
34. (77-17, Cody) Plan No. 188 Exhibit A - Land & Right of Way from Nashua NH Foundation

- 35.
36. (77-17, Cody) Plan No. 188 - A - Exhibit B - Approximate Location of Right of Way - Distribution lines PSNH
37. (77-17, Cody) Plan No. 188-B - Exhibit C - Right of Way Across Land of Nashua NH Foundation
38. (77-17, Cody) Plan No. 189 F - Land & Building for John Cody - 1-10-50
39. (77-17, Cody) Plan No. 871 - Exhibit B - Land & ROW - Nashua NH Foundation
40. (77-17, Cody) Plan No. 3074 - Bleachery Lot
41. (77-17, Cody) Plan No. 8973 - Sewer Easement Plan - North American Philips
42. (77-17, Cody) Plan No. 13237 - Nashua Corp
43. (77-17, Cody) Plan No. 15673 - 10 Pine Street Limited partners
44. (77-17, Cody) Plan No. 16524 - 10 Pine Street Limited Partners
45. (77-17, Cody) Plan No. 16945 - Lot Line Relocation & Easement Plan
46. (77-17, Cody) Plan No. 17206 - 10 Pine Street Limited Partners
47. (77-17, Cody) Plan No. 18888 - 10 Pine Street Limited Partners
48. (77-17, Cody) Plan No. 26203 - Boundary Plan of Land
49. (77-30 & 77-31, 1 Pine St Ext) 19930407 - Covenant - Bk 5430 Pg 0260 – Nimco
50. (77-30 & 77-31, 1 Pine St Ext) 20030617 - Notice of Condemnation - Bk 6978 Pg 2228 – Nimco
51. (77-30 & 77-31, 1 Pine St Ext) 20150123 - Drainage Easement Deed Bk 8733 Pg 0018 – Nimco
52. (77-30 & 77-31, 1 Pine St Ext) Plan # 1803 - Land of WH Bagshaw – Nimco
53. (77-30 & 77-31, 1 Pine St Ext) Plan #38365 DWR #178 – Nimco
54. (77-30 & 77-31, 1 Pine St Ext) Title Summary Report 77-30 and 77-31
55. Millyard Deed City to PSNH_Bk 9469 Pg 939
56. Millyard Deed PSNH to City Bk 9469 Pg 936
57. Millyard Drainage Easement Lot 77-17 Bk 9469 Pg 957
58. Millyard Easement Plan Lot 77-5 and E-1487 Plan No. 40970
59. Millyard Easement Plan Lot 77-17 Plan No. 40969
60. Millyard Easement Plan Lot 77-28 Plan No. 40967
61. Millyard Easement Plan Lot 77-30 Plan No. 40966
62. Millyard LLA Plan No. 40965
63. Millyard Partial Release 9469 Pg 961
64. Millyard Utility and Access Easement Lot 77-17_Bk 9469 Pg 941
65. Millyard Utility and Access Easement Lot 77-28 Bk 9469 Pg 946
66. Millyard Utility Easement Lot E-1487_Bk 9469 Pg 954
67. Millyard Recording Clarification Agrmt_Bk 9473 Pg 1581
68. Millyard Utility Easement Lot 77-30 Bk 9469 Pg 950

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (“**Amendment**”) is made as of the ____ day of _____, 2026, by and between **LANSING MELBOURNE GROUP, LLC**, a Florida limited liability company (“**Developer**”) as buyer, and **CITY OF NASHUA, NEW HAMPSHIRE**, a New Hampshire municipal corporation (“**City**”) as seller.

RECITALS

A. City and Developer entered into that certain Purchase and Sale Agreement dated April 24, 2024 as amended by First Amendment to Purchase and Sale Agreement dated November 8, 2024, by Second Amendment to Purchase and Sale Agreement dated December 16, 2024, and by Third Amendment to Purchase and Sale Agreement dated April 1, 2025 (the “**PSA**”) with respect to the purchase and sale of certain real property more particularly described in the **PSA** (the “**Property**”).

B. City and Developer wish to amend the **PSA** because the **Developer’s** program has been modified to a two-phase development, necessitating a restatement of the proposed project and incorporation of two property closings.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals; Definitions. Each of the foregoing recitals are incorporated into and made a part of this Amendment by this reference. All capitalized terms used in this Amendment shall have the meanings ascribed in the Agreement unless otherwise defined in this Amendment.

2. Completion of Due Diligence Period. City and Developer agree and confirm that all due diligence by Developer is complete. Developer’s right to terminate without cause has therefore expired.

3. Project Program. The parties acknowledge that Developer’s proposed development program has been revised to a phased development as follows:

- a) **Phase 1:** No less than one hundred thirty-five (135) multifamily dwelling units, together with approximately one hundred fifty-five (155) parking spaces and certain initial public improvements, as agreed to in the **MDA** (defined below)
- b) **Phase 2:** No less than one hundred seven (107) multifamily dwelling units, together with approximately ninety-nine (99) parking spaces and remaining contemplated improvements. Developer’s right to Phase 2 is subject to the Option Payments required in the Amended and Restated Master Development Agreement (the “**MDA**”). Per the **MDA**, nothing herein shall obligate the Developer to proceed with Phase 2 until Developer, acting reasonably and in good faith, determines that financing, market, and development conditions support commencement of Phase 2.

The Project is further described in the **MDA** between the parties, as amended from time to time, including the phased development plans and related exhibits incorporated therein. All unit counts, parking counts, layouts, phasing plans, and improvements are approximate and subject to change

based on final design, engineering, permitting, financing, market conditions, and applicable governmental approvals.

4. Purchase Price. Section 2.1(a) of the PSA is deleted in its entirety and replaced as follows:

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- a) Developer shall receive a demolition credit in the amount of Seven Hundred Thousand Dollars (\$700,000.00), which shall be applied in full at the Phase 1 Closing, unless otherwise mutually agreed.
- b) Developer shall receive a credit against the Purchase Price for the actual out-of-pocket hard and soft costs incurred by Developer in connection with the design and construction of the dog park improvements required under the MDA, including reasonable engineering, permitting, sitework, utility, landscaping, and related improvement costs, up to a maximum amount of \$1,200,000.00, which a credit of \$600,000.00 shall be applied at the Phase 1 Closing, and a credit of \$600,000.00 shall be applied at the Phase 2 Closing, or reimbursed in such other manner as mutually agreed by the parties.

5. Closing. Section 2.1 (b) of the PSA is deleted in its entirety and replaced as follows:

Provided that all conditions precedent to closing by the parties have been satisfied or waived, the transactions contemplated herein shall occur in one or more closings corresponding to the phases of the Project.

- a) Phase 1 Closing shall occur on or before thirty (30) days following issuance of a building permit for Phase 1, but in no case later than March 31, 2027.
- b) Phase 2 Closing may occur at any time following satisfaction of the applicable conditions precedent, but in no event later than thirty-six (36) months following issuance of the last building permit (if more than one) for Phase 1.
- c) The Phase 2 Closing is subject to certain Option Payments as set forth in the MDA.
- d) Prior to each applicable closing, Developer shall prepare, at its cost, any required legal descriptions, subdivision plans, lot line adjustments, or related documents necessary to facilitate the applicable phase closing, and City shall reasonably cooperate in reviewing and executing the same.
- e) Either party may extend any applicable closing date once for sixty (60) business days by written notice. Thereafter, the parties may mutually agree to additional extensions.

6. Notice. Section 5.3 is amended to delete the reference to Drew Melville and replace with:

With a copy to:

[Andrew A. Prolman, Esquire](#)
[Prunier & Prolman, PLLC](#)
[20 Trafalgar Square, Suite 100](#)
[Nashua, NH 03063](#)
[Phone: 603-883-8900](#)
[Email: \[aprolman@prunierlaw.com\]\(mailto:aprolman@prunierlaw.com\)](#)

7. General. The terms and provisions of this Amendment shall be governed and construed in accordance with the laws of the State of New Hampshire. City and Developer agree that, except as modified by this Amendment, the Agreement remains in full force and effect in accordance with its terms. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of City and Developer and their respective successors, and assigns.

[SIGNATURE PAGES FOLLOW]

WHEREFORE, City and Developer have caused this Amendment to be executed as of the day and year first above written.

CITY OF NASHUA, NEW HAMPSHIRE

James W. Donchess, Mayor, duly authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH**

I, the undersigned, a Notary Public of the State and County aforesaid, do hereby certify that James W. Donchess personally came before me this day and acknowledged under seal that he is the Mayor of the City of Nashua, and acknowledged, on behalf of the City, the due execution of the foregoing instrument.

WITNESS my hand and official seal, this ____ day of _____, 2026.

Notary Public

My commission expires:

(SEAL)

LANSING MELBOURNE GROUP, LLC,
a Florida limited liability company

Peter Flotz, Manager, duly authorized

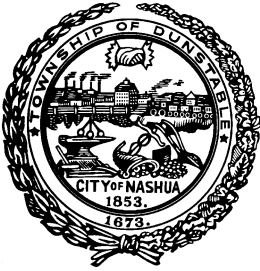
STATE OF FLORIDA
COUNTY OF BROWARD

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Peter Flotz personally came before me this day and acknowledged under seal that he is Manager of LANSING MELBOURNE GROUP, LLC, a Florida limited liability company, and acknowledged, on behalf of the company, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the ____ day of _____, 2026.

Notary Public

My commission expires:

(SEAL)



RESOLUTION

RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF \$1,607,694.55 FOR VARIOUS EXPENDITURES FROM MISCELLANEOUS REVENUE, FACILITY AND FIELD RENTAL FEES, AND ASSIGNED FUND BALANCE

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED, by the Board of Aldermen of the City of Nashua that the sum of \$1,607,694.55 as outlined in the below chart be appropriated from the identified accounts into the appropriate Activity or Expendable Trust Fund accounts as follows:

From Fund	From Account	To Account Description	To Fund	To Dept	For Purpose/Description	Amount
1000	Miscellaneous Revenue Account #45999	Project Activity	1001	191	Ledge Street Playground Equipment	\$247,386.18
1000	Miscellaneous Revenue Account #45999	General Government Grant Activity	3010	106	Dental Program – Traveling Tooth Fairy	\$100,000.00
1000	Assigned Fund Balance	Retirement ETF	7025	118	To fund upcoming city retirements	\$500,000.00
1000	Assigned Fund Balance	Lead Grant Activity	3090	184	Salaries & Non-Salary Expenses	\$40,000.00
1000	Facility Rental Fees Account #44590	Park Rehabilitation ETF	7058	177	Park and Field Rehabilitation	\$5,250.00
1000	Field Rental Fees Account #44591	Park Rehabilitation ETF	7058	177	Park and Field Rehabilitation	\$42,758.50
1000	Assigned Fund Balance	FEMA Public Assistance Grant Activity	3035	156	Covering Salary and Wage Expenses during COVID-19	\$672,299.87
					TOTAL	\$1,607,694.55

RESOLUTION**R-26-048**

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 FY2026 combined annual municipal budget is \$507,543,920. The FY2026 dollar amount under the limit established by City Charter Section 56-c is \$2,262,080. If this resolution passes, the accumulated sum of all appropriations of the FY2026 combined annual municipal budget will be \$509,151,614.55. The FY2026 dollar amount under the limit established by City Charter Section 56-c will be \$654,385.45.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-048

PURPOSE:

Relative to the supplemental appropriation of \$1,607,694.55 for various expenditures from miscellaneous revenue, facility and field rental fees, and assigned fund balance

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Budget Review Committee

FISCAL NOTE:

Reduces Assigned Fund Balance. The current balance of the Assigned Fund Balance is approximately \$22,549,516 and this would reduce the assigned fund balance by \$1,212,299.87. The other miscellaneous revenue is a total of \$347,386.18 coming from a newly implemented gaming state law and \$48,008.50 coming from field and facility rental fees income.

ANALYSIS

This legislation authorizes the supplemental appropriation of \$1,607,694.55 from Assigned Fund Balance for future city retirements and closing a reimbursement shortfall in both the Urban Programs Lead Grant program and the FEMA Public Assistance Grant, and from revenue and rental fee funding into a Ledge Street playground project, a dental cleaning program for children and moving money into the park rehabilitation trust fund.

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.

**Approved as to account
structure, numbers,
and amount:**

Financial Services Division

By: /s/Dawn K. Enwright

Approved as to form:

Office of Corporation Counsel

By:

Dorothy Clarke

Date:

18 June 2026



ORDINANCE

REMOVING THE TOTAL TIME LIMIT FOR THE PUBLIC COMMENT PERIODS DURING COMMITTEE MEETINGS

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

The City of Nashua ordains that Part I “Administrative Legislation”, Chapter 5 “Administration of Government”, Part 2 “Board of Aldermen”, Article III “Rules and Order of Business”, Section 5-14, “Order of business” of the Nashua Revised Ordinances, as amended, be hereby further amended by deleting the struck-through language as follows:

“§ 5-14. Order of business.

...

B. Meetings of committees of the Board of Aldermen shall include the following:

(1) Public comment at the beginning of the meeting, which comments shall be germane to the meeting’s agenda, ~~and shall be limited to 30 minutes total unless there are others who wish to speak, and then may be extended by a majority of the public body present for a time certain;~~

(2) Public comment at the end of the meeting ~~shall be for a period not to exceed 15 minutes;~~ and

...”

All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

This legislation shall take effect following its passage.

LEGISLATIVE YEAR 2026

ORDINANCE: O-26-018

PURPOSE: Removing the total time limit for the public comment periods during committee meetings

ENDORSERS: Alderman Derek Thibeault

COMMITTEE ASSIGNMENT: Personnel/Administrative Affairs Committee

FISCAL NOTE: None.

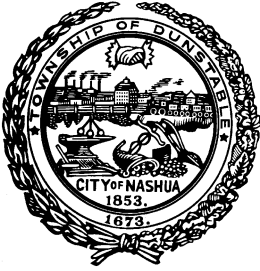
ANALYSIS

This ordinance removes the total time limit for the public comment periods during meetings of committees of the Board of Aldermen.

Approved as to form: Office of Corporation Counsel

By: Dorothy Clarke

Date: 15 June 2026



ORDINANCE

INCORPORATING THE ENVIRONMENTAL HEALTH DEPARTMENT SUBDIVISION REVIEW FEE WITH THE OTHER SUBDIVISION PLAN REVIEW FEES

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

The City of Nashua ordains that Part II “General Legislation”, Chapter 190 “Land Use”, Part 8 “Definitions and Submittal Requirements”, Article XLIII “Submittal Requirements”, Section 190-267 “Fees” of the Nashua Revised Ordinances, as amended, is hereby further amended by adding the new underlined language as follows:

“§190-267. Fees.

- A. Planning Board fees. At the time of application submission the applicant will submit plans and reports signed and stamped by a New Hampshire registered design professional as specified along with a plan processing and review fee of \$500. The Planning Department may forward application plans for a peer review or review by an outside consultant selected by the Planning Department. In such case the applicant shall be required to pay the consultant's fee directly to the consultant and the \$500 fee may be waived by the Planning Department. This fee may also be waived by the Planning Department for lot line relocations where no buildable lots are created, or for minor site plan amendments or similar situations. If after review of the plans by the Planning Department or outside consultant the plans do not meet submission requirements the plans shall be sent back to the applicant for correction and resubmission with the requirement for additional plan fee to be paid again when resubmitted for review. This process will continue until such time as the plans are determined complete or acceptable by the Planning Department. Before any subdivision plan or site plan can be placed on the agenda of the Planning Board for action, the following Planning Board agenda and meeting fee shall have been paid.
- (1) Subdivision plan: \$110 per lot plus an application fee of \$300, as well as a \$50 Environmental Health Department review fee. For any plan submitted to the planning staff for recording at the county registry of deeds, the county registry of deeds recording fee shall be collected prior to such recording.”

ORDINANCE

O-26-019

All other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

This ordinance shall become effective immediately upon passage.

LEGISLATIVE YEAR 2026

ORDINANCE: O-26-019

PURPOSE: Incorporating the Environmental Health Department subdivision review fee with the other subdivision plan review fees

ENDORSER(S): Alderman-at-Large Amber Morgan

COMMITTEE ASSIGNMENT: Planning and Economic Development Committee

FISCAL NOTE: Nominal increase of existing fee; annual revenue from the Environmental Health Department's subdivision plan review is approximately \$400.

ANALYSIS

This legislation amends the land use code by adding a reference to the existing Environmental Health Department's subdivision plan review fee with the other subdivision plan review fees, and increases the fee from \$40 to \$50. State statute (RSA 675:2) and NRO Section 190-132 require a public hearing and referral to the city planning board. The public hearing is conducted by the aldermanic planning and economic development committee with notice published in a newspaper of general circulation and posted in two public places at least ten calendar days prior to the date of the hearing. (Notice period does not include the day notice is posted or the day of the public hearing. RSA 675:7, I). See RSA 675:7, I-a for notice requirements to individual owners for changes that affect 100 or fewer properties. A favorable vote of two-thirds of all the members of the board of aldermen present and voting would be required if a protest petition is filed pursuant to RSA 675:5.

Approved as to form: Office of Corporation Counsel

By: 

Date: 16 June 2026