
7:30 PM

Aldermanic Chamber

or immediately after Pennichuck Water Special Committee

1. PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER
2. PRAYER OFFERED BY CITY CLERK DAN HEALEY
3. PLEDGE TO THE FLAG LED BY ALDERWOMAN VENGERFLUTTA SMITH
4. ROLL CALL
5. REMARKS BY THE MAYOR
6. RESPONSE TO REMARKS OF THE MAYOR
7. RECOGNITIONS
 - Gate City Light Awards
 - Pamela Wellman - Family Promise
8. DISCUSSIONS AND/OR PRESENTATIONS
 - Nashua Housing Redevelopment Authority
9. READING OF MINUTES OF PREVIOUS MEETINGS
 - Board of Aldermen - 4/28/2026
10. COMMUNICATIONS REQUIRING ONLY PROCEDURAL ACTIONS AND WRITTEN REPORTS FROM LIAISONS
 - From: Diane Mulholland, Treasurer/Tax Collector
 - Re: New Property Tax Bill format - beginning July 2026 tax bill

 - From: Lisa Fauteux, Director of Public Works
 - Re: Budget Transfer Streets Department to Parks Department

 - From: Lori Wilshire, President, Board of Aldermen
 - Re: Calling Special Board of Aldermen meeting on June 4, 2026 relative to a presentation from Harriman on their facility study

 - From: Lisa M. Fauteux, Director of Public Works
 - Re: Resolution R-26-031

 - From: Kenneth J. Lennox, Superintendent of The Edgewood Cemetery
 - Re: Request for Joint Convention
- 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: Tax Increment Finance Development Program - Renaissance Park Audio System

 - From: Mayor Jim Donchess
 - Re: Multi-Year Contract Award - NorthStar AP Boarding and Setup

From: John J. Boisvert, Chief Executive Officer and Chief Engineer - Pennichuck
Re: Notice of Annual Meeting of Sole Shareholder and Proxy Statement; Proxy Card; and Annual Report of the Sole Shareholder

11. PETITIONS

12. NOMINATIONS, APPOINTMENTS AND ELECTIONS

Appointments by the Mayor

Reports of Committee

Budget Review Committee - 05/05/2026

Planning and Economic Development Committee - 11/18/2025

Personnel/Administrative Affairs Committee - 11/06/2025

13. CONFIRMATION OF MAYOR'S APPOINTMENTS

14. UNFINISHED BUSINESS – RESOLUTIONS

R-26-023

Endorsers: Alderman Patricia Klee
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderman Thomas Lopez

AUTHORIZING PENNICHUCK CORPORATION AND PENNICHUCK WATER WORKS, INC. TO BORROW FUNDS FROM THE STATE OF NEW HAMPSHIRE DRINKING WATER STATE REVOLVING LOAN FUND

- Pennichuck Water Special Committee with anticipated recommendation for final passage

R-26-030

Endorsers: Mayor Jim Donchess
Alderman Patricia Klee
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman-at-Large Alicia Gregg
Alderman Richard A. Dowd
Alderman Tim Sennott
Alderman-at-Large Amber Morgan
Alderman Thomas Lopez

RELATIVE TO THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$381,394 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO VARIOUS PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES

- Human Affairs Committee with recommendation for final passage

R-26-031

Endorsers: Mayor Jim Donchess
Alderman-at-Large Ben Clemons
Alderman Patricia Klee
Alderman-at-Large Lori Wilshire

AUTHORIZING THE CITY TO ENTER INTO A SUCCESSOR CONCESSION AGREEMENT WITH GRANITE DIAMOND, LLC

- Finance Committee with recommendation for final passage
- Board of Public Works with favorable recommendation

R-26-032

Endorsers: Mayor Jim Donchess
Alderman Patricia Klee
Alderman Vengerflutta Smith

Alderman-at-Large Alicia Gregg
Alderman Richard A. Dowd
Alderman-at-Large Shoshanna Kelly
Alderman-at-Large Amber Morgan
Alderman Thomas Lopez

AUTHORIZING THE MAYOR TO ACCEPT AND EXPEND THE COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AND HOME INVESTMENT PARTNERSHIP PROGRAM ENTITLEMENT FUNDS FOR FISCAL YEAR 2027

- Human Affairs Committee with recommendation for final passage

R-26-034

Endorsers: Alderman-at-Large Lori Wilshire
Alderman Richard A. Dowd
Alderman-at-Large Ben Clemons
Alderman Vengerflutta Smith
Alderman Derek Thibeault
Alderman John Sullivan
Alderman-at-Large Amber Morgan
Alderman Thomas Lopez

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF POLICE COMMISSIONERS AND TEAMSTERS LOCAL 633 FROM JULY 1, 2026 THROUGH JUNE 30, 2031

- Budget Review Committee with recommendation for final passage

R-26-035

Endorsers: Alderman-at-Large Lori Wilshire
Alderman Richard A. Dowd
Alderman-at-Large Ben Clemons
Alderman Vengerflutta Smith
Alderman Derek Thibeault
Alderman John Sullivan
Alderman-at-Large Amber Morgan
Alderman Thomas Lopez

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF POLICE COMMISSIONERS AND UFPO LOCAL 645 PROFESSIONAL EMPLOYEES OF THE NASHUA POLICE DEPARTMENT FROM JULY 1, 2026 THROUGH JUNE 30, 2031

- Budget Review Committee with recommendation for final passage

15. UNFINISHED BUSINESS – ORDINANCES
16. BUSINESS UNFINISHED AT THE PREVIOUS MEETING

R-26-015

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

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

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

R-26-020

Endorsers: Mayor Jim Donchess

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

17. NEW BUSINESS – RESOLUTIONS

R-26-037

Endorser: Mayor Jim Donchess

AUTHORIZING DEED WAIVERS FOR CERTAIN PROPERTIES

R-26-038

Endorser: Mayor Jim Donchess

AUTHORIZING THE CONVEYANCE OF DISCONTINUED PORTIONS OF MAJOR DRIVE AND SPALDING STREET

R-26-039

Endorser: Mayor Jim Donchess

DISCONTINUING ELEVEN EXPENDABLE TRUST FUNDS

R-26-040

Endorsers: Alderman-at-Large Lori Wilshire
Alderman Richard A. Dowd

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

18. NEW BUSINESS – ORDINANCES

O-26-013

Endorsers: Mayor Jim Donchess
Alderman John Sullivan

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

O-26-014

Endorser: Alderman Paula Johnson

AMENDING THE BOARD OF ALDERMEN COMPENSATION ORDINANCE

19. PERIOD FOR GENERAL PUBLIC COMMENT

20. REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

21. COMMITTEE ANNOUNCEMENTS

22. NON-PUBLIC SESSION

23. ADJOURNMENT



City of Nashua

Treasurer/ Tax Collector Department
229 Main Street - Nashua, NH 03060

(603) 589-3190
Fax (603) 589-3229

To: Board of Aldermen

From: Diane Mulholland, Treasurer/Tax Collector

Cc: Mayor Donchess

Date: May 4, 2026

RE: New Property Tax Bill format - beginning July 2026 tax bill

We are pleased to announce the implementation of a new tax bill format, effective as of the 1st issue 2026 tax bills.

This new tax bill format enables us to provide tax bills online through our web portal. Taxpayers will now have convenient, secure access to view and download their bills at any time, improving accessibility, payment history and account balances.

This update was developed by our software provider, to modernize and standardize the format of New Hampshire property tax bills. Now the tax office will have the ability to make timely updates and adjustments in conjunction with software improvements. This change will provide more taxpayer transparency, improve clarity, and enhance communication.

We appreciate your support as we continue to improve our processes and services for the community. If you have any questions about the new tax bill format or accessing bills online, please contact the tax office.

Thank you.



CITY OF NASHUA
TAX COLLECTOR'S OFFICE
P.O. BOX 885
NASHUA, N.H. 03061-0885

2020 Nashua First Half Property Tax Bill

Land Value	\$0.00
Building Value	\$25,500.00
Other Exemptions	\$0.00
Taxable Value	\$25,500.00

OWNER NAME			LOCATION	
SAMPLE, JOHN A			6 TYLER RD	
BILL DATE	BILL NUMBER	PARCEL ID	ACRES	ACCOUNT NUMBER
05/22/2020	01234567	01Z-01234-98765	0.00	987654321
CITY RATE	COUNTY RATE	SCHOOL RATE	OTHER RATE	TOTAL TAX RATE PER \$1000
\$3.21	\$0.58	\$9.61	\$1.23	\$14.63

EXEMPTIONS	
DESCRIPTION	AMOUNT
DISABLED EXEMPTION	-\$70,000.00

Gross Tax Amount	\$373.00
Interest Rate	8%
Veteran Credit	\$0.00
Installment 1	\$373.00
Installment 2	\$0.00
Payment Amount	
Total Due	\$373.00

Tax Office Phone: (603) 589-3190 Office Hours: 8:00am-4:45pm Monday-Friday

Email: PropertyTaxes@NashuaNH.Gov

Online Billing & Payment History: <https://cityofnashuanh.tylerportico.com/css/citizen-selfservice/real-estate/home>

Please make checks payable to: City of Nashua Tax Collector



Promptly Send Payment To:
CITY OF NASHUA
TAX COLLECTOR'S OFFICE
P.O. BOX 885...

2020 Nashua First Half Property Tax Bill

BILL DATE	BILL NUMBER	PARCEL ID	LOCATION	DUE DATE	TOTAL DUE
05/22/2020	01234567	01Z-01234-98765	6 TYLER RD	07/08/2020	\$373.00

SAMPLE, JOHN A
SAMPLE, HELEN R
1234 MAIN ST
TYLER TOWN, ME 04105

1234567890987654321012345

INFORMATION TO TAXPAYERS

Please refer all questions on:

Assessments, Abatements, Exemptions Or change of address to:

CITY OF NASHUA ASSESSING DEPARTMENT, PO BOX 2019, NASHUA, NH 03061-2019
(603) 589-3040

Tax Payments, Delinquent Accounts Or overpayments to:

CITY OF NASHUA TAX COLLECTOR, PO BOX 2019, NASHUA, NH 03061-2019
(603) 589-3190

If you are elderly, disabled, blind, a veteran, a veteran's surviving spouse or have solar panels on your property you may be eligible for a tax exemption or credit. The deadline for this tax year has already expired. Applications for next year can be made from January 1st until the deadline of April 15th.

If you are elderly, disabled or unable to pay taxes dues to poverty or other good cause, you may be eligible for elderly or disabled tax deferral or hardship abatement. Applications must be submitted no later than March 1st after the final tax bill.

New Hampshire RSA 75:8-a provides that the assessors shall reappraise all real estate within the municipality so that the assessments are at full and true value at least as often as every fifth year. Due to volatility, the City is planning to do a property revaluation every two years. The current plan is that a revaluation will occur each even numbered year.

If you believe your assessment to be incorrect, you have the right to apply in writing to the Assessing Department for an abatement of the tax assessed as provided under RSA 76:16. Abatement applications must be submitted no later than March 1st after the final tax bill.

More information on all of the above is accessible at www.nashuanh.gov/assessing or by calling the Assessing Department at the above number.

If you are not the present owner of this property, please forward the bill to the correct owner, if known, or return it to the Assessing Department at the above address.

If your taxes are paid by escrow (bank or mortgage company) it is your responsibility to forward this bill to your lending institution as duplicate payments create refunds that create IRS recovery issues.

The City of Nashua is not responsible for delivery of the tax bill to the current owner or payment posted to the wrong bill.

WHEN MAKING A PAYMENT:

The City of Nashua recommends mailing your check or money order using the envelope provided to make payments. Return ONLY the bottom portion of the bill. Please write your account number on your check. Do not send cash through the mail.

If this bill is paid by check or money order:

All checks are deposited immediately.

It is not considered paid until the check or money order has cleared the bank

Make sure sufficient funds are available when mailing your payment.

A fee of \$25.00 plus all additional delinquency penalties and collect costs will be charged for any check returned by the bank for any reason.

YOUR CANCELED CHECK IS A VALID RECEIPT FOR FEDERAL INCOME TAX PURPOSES.



THE CITY OF NASHUA

"The Gate City"

Division of Public Works

MEMORANDUM

To: Board of Aldermen

From: Lisa Fauteux, Director of Public Works

Date: May 14, 2026

Re: Budget Transfer Streets Department to Parks Department

Per O-24-017, this is notification of a budget transfer processed from the Streets Department to the Parks Department.

Due to the leak at the Rotary Pool, the Parks Department Account 54141 Water has gone over budget for FY27. A transfer has been processed from the Streets Department to Parks Department for water in the amount of \$10,000.

Board of Aldermen

City of Nashua

229 Main Street

Nashua, NH 03061-2019

(603) 589-3030

Lori Wilshire

President, Board of Aldermen



REC'D CITY CLERK DEPT
MAY 20 '26 AM 9:51

May 20, 2026

Daniel Healey, City Clerk
City of Nashua
229 Main Street
Nashua, New Hampshire 03060

Dear Mr. Healey:

Please be advised I am hereby calling a Special Meeting of the Board of Aldermen relative to a presentation from Harriman on their facility study on Thursday, June 4, 2026, at 7:00 p.m. in the Aldermanic Chamber.

Thank you.

Sincerely,

Lori Wilshire
President

cc: Mayor Jim Donchess
Steven A. Bolton, Corporation Counsel



THE CITY OF NASHUA

*Division of Public Works
Administration*

"The Gate City"

MEMORANDUM

To: Board of Alderman,
Donna Graham, Legislative Affairs Manager

From: Lisa M. Fauteux, Director of Public Works

Date: May 22, 2026

Subject: Resolution (R-26-031)

Please be advised that the Board of Public Works met on May 21, 2026 and recommend the below referenced Resolution to the Board of Alderman.

R-26-031 Authorizing the Board of Aldermen of the City of Nashua that the City is authorized to enter into a Concession Agreement for the use of the Holman Stadium facility with Granite Diamond, LLC.



CITY OF NASHUA

NEW HAMPSHIRE

TRUSTEES OF
THE EDGEWOOD CEMETERY
Incorporated March 24, 1893

May 15, 2026
Donna Graham, Legislative Affairs Manager
229 Main St.
Nashua, NH 03061-2019

Donna Graham,

The Edgewood Cemetery Board of Trustees wishes to meet in joint convention with the Board of Alderman & Mayor for purpose of electing 2 trustees. The trustees intend to Nominate incumbent Thomas A. Maffee as Chairman 18 Colony Way Nashua, NH and Carl Andrade 66 Walden Pond Drive. Nashua, NH to 5-year term expiring March of 2031.

Please notify me when this has been placed on the agenda.

Sincerely,

Kenneth J. Lennox, Supt.

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: May 13, 2026
Re: Tax Increment Finance Development Program – Renaissance Park Audio System

The Tax Increment Financing Development Program and Financing Plan adopted by the Board through the passage of O-18 -006, states that the City Economic Development Director shall be the Administrator of the District and shall have the power to, *inter alia*, “negotiate and sign, upon the approval of the Board of Aldermen, any contracts relative to the design, engineering, construction, or operations of any phase or component of the activities proposed under this Plan.”

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the May 20, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item:	Design services and installation of a permanent outdoor sound system at Parque de la Renaissance
Value:	\$36,016
Vendor:	New England Mobile Audio
Purchasing Memo#:	26-164 dated May 13, 2026

Thank you.



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

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

May 13, 2026
Memo #26-164

TO: Mayor Donchess
Finance Committee

SUBJECT: Renaissance Park Audio System in the amount not to exceed \$36,016 funded from
Riverfront TIF Bond/70500 Project Contingency

Please see attached communications from Liz Hannum, Economic Development Director, dated May 6, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Design and installation of a permanent sound system at Parque de la Renaissance
Value: \$36,016
Department: 183 Economic Development
Vendor: New England Mobile Audio
Fund: Riverfront TIF Bond/ 70500 Project Contingency

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

A competitive proposal, RFP0053-032526 was issued and the following proposals were received:

Vendor	Location
Blasier Pro Audio Visual	Enid, OK
New England Mobile Audio	Manchester, NH
Avidex	Nashua, NH

Economic Development Division, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: L Hannum
D Enwright
T Cummings



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: Finance Committee
From: Liz Hannum, Economic Development Director
Date: May 6, 2026
Subject: Recommendation to Approve Contract – N.E. Mobile Audio for Permanent Sound System Installation at Parque de la Renaissance

This memo recommends approval of a contract with N.E. Mobile Audio for the design and installation of a permanent outdoor sound system at Parque de la Renaissance. This project is funded through the Riverfront Tax Increment Financing (TIF) Bond and is a planned component of the broader Riverwalk improvements.

As part of the City's ongoing investment in the Riverwalk and surrounding public spaces, Parque de la Renaissance has been identified as a key activation site for community events, performances, and public gatherings. To support these uses, the City issued a Request for Proposals (RFP) seeking qualified vendors to design and install a permanent, weather-resistant sound system capable of distributing audio evenly across the park.

The system is intended to:

- Enhance the functionality of the park as an event space
- Reduce barriers to entry for community groups hosting events
- Eliminate the need for temporary and often costly audio setups
- Provide consistent, high-quality sound coverage throughout the park

The RFP process yielded three proposals. N.E. Mobile Audio was selected as the recommended vendor as they were the lowest of the proposed pricing, a local vendor, and has worked with the City before on the Greeley Park sound system.

This investment will strengthen the City's ability to activate the Riverwalk, support community programming, and maximize the long-term value and use of the TIF-funded improvements.

Sincerely,

Liz Hannum
Economic Development Director



CONTRACT FOR INDEPENDENT CONTRACTOR

RENAISSANCE PARK AUDIO SYSTEM INSTALLATION

A CONTRACT BETWEEN

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

NEW ENGLAND MOBILE AUDIO

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

NAME AND TITLE OF INDEPENDENT CONTRACTOR

84 Maurice Street, Manchester, NH 03103

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

Exhibit B--Scope of Work

Exhibit C--Quote dated **April 25, 2026**

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:

DESIGN & INSTALLATION OF A PERMANENT OUTDOOR SOUND SYSTEM FOR RENAISSANCE PARK.

3. PERIOD OF PERFORMANCE. Independent Contractor shall perform and complete all work by **July 31, 2026** which date 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.

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

THIRTY-SIX THOUSAND SIXTEEN DOLLARS

\$36,016

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:

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)

James W Donchess, Mayor
(Printed Name and Title)

Date

New England Mobil Audio (signature)

NICOLAS SARVAI, OWNER / MANAGER
(Printed Name and Title)

5/6/2026

Date

EXHIBIT A
TABLE OF CONTENTS
GENERAL CONDITIONS

1. DEFINITIONS	GC--2
2. INDEPENDENT CONTRACTOR STATUS	GC--2
3. STANDARD OF CARE	GC--2
4. CITY OF NASHUA REPRESENTATIVE	GC--3
5. CHANGES TO SCOPE OF WORK	GC--3
6. CITY OF NASHUA COOPERATION	GC--3
7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES	GC--4
8. TERMINATION OF CONTRACT	GC--4
9. DISPUTE RESOLUTION	GC--6
10. NO DAMAGES FOR DELAY	GC--6
11. INSURANCE	GC--7
12. INDEMNIFICATION	GC--7
13. FISCAL CONTINGENCY	GC--8
14. COMPENSATION	GC--8
15. COMPLIANCE WITH APPLICABLE LAWS	GC--8
16. NONDISCRIMINATION	GC--8
17. ENDORSEMENT	GC--9
18. ASSIGNMENTS, TRANSFER, DELEGATION, OR SUBCONTRACTING	GC--9
19. CITY INSPECTION OF CONTRACT MATERIALS	GC--9
20. DISPOSITION OF CONTRACT MATERIALS	GC--10
21. PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS	GC--10
22. FINAL ACCEPTANCE	GC--11
23. TAXES	GC--11
24. NON-WAIVER OF TERMS AND CONDITIONS	GC--11
25. RIGHTS AND REMEDIES	GC--11
26. PROHIBITED INTERESTS	GC--11
27. THIRD PARTY INTERESTS AND LIABILITIES	GC--12
28. SURVIVAL OF RIGHTS AND OBLIGATIONS	GC--12
29. SEVERABILITY	GC--12
30. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT	GC--12
31. CHOICE OF LAW AND VENUE	GC--13

General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "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 ;**
 - Professional Liability insurance in the amount of \$1,000,000; 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

Scope of Work

Design and Installation of a Permanent Outdoor Sound System

Renaissance Park – City of Nashua, New Hampshire

1. Project Overview

The City of Nashua seeks proposals from qualified vendors to design, supply, and install a permanent outdoor sound system for Renaissance Park located in downtown Nashua. The purpose of the system is to support public events, small performances, community gatherings, and announcements throughout the park.

Due to the length and layout of Renaissance Park, sound currently does not carry well across the space. The system must therefore provide consistent, intelligible audio coverage along the full length of the park without excessive volume in any single area.

The selected contractor will be responsible for evaluating the park layout, designing a complete system, and installing a durable, weather-resistant sound system suitable for year-round outdoor use in New England conditions.

Scaled drawings of the park layout and available electrical infrastructure will be provided in Exhibit B to assist proposers.

Install to be completed by July 31, 2026.

2. Project Objectives

The project aims to:

- Provide clear, evenly distributed audio coverage throughout the full length of Renaissance Park
- Support a variety of uses including public announcements, music playback, and small live performances
- Integrate speakers into existing park infrastructure such as light poles, planted areas, or other unobtrusive locations
- Utilize equipment designed for permanent outdoor installation in a four-season climate
- Minimize visual impact within the park's landscape and placemaking elements
- Provide a system that is reliable, easy for City staff to operate, and adaptable for future programming needs

3. Contractor Responsibilities

The selected contractor shall provide all labor, equipment, materials, and services necessary to design and install a complete, operational sound system. Responsibilities include, but are not limited to, the following:

3.1 Site Assessment

- Review provided drawings and electrical infrastructure plans
- Conduct a site visit to evaluate park dimensions, terrain, and sound propagation conditions
- Assess potential speaker mounting locations including light poles, planted areas, or other landscape features
- Identify any electrical or connectivity considerations

3.2 System Design

Develop a comprehensive sound system design that includes:

- Speaker placement plan covering the entire length of the park
- Acoustic coverage modeling to ensure consistent sound distribution
- Recommendations for speaker types and quantities
- Wiring or wireless transmission strategy
- Amplification and control systems
- Integration with existing electrical infrastructure
- Weather protection and mounting methods

The system may be **wired or wireless**, provided the design ensures reliability and consistent sound quality.

Designs must prioritize durability, minimal visual intrusion, and ease of maintenance.

3.3 Equipment Specifications

All proposed equipment must:

- Be designed for **permanent outdoor installation**
- Operate reliably in **New England climate conditions**, including snow, ice, rain, humidity, and temperature fluctuations
- Be corrosion-resistant and UV-resistant
- Include appropriate environmental protection ratings (e.g., weatherproof or marine-grade equipment)

Speakers and mounting hardware must be designed to withstand wind loads and winter conditions.

3.4 Installation

The contractor shall:

- Supply all necessary equipment, wiring, mounts, and hardware
- Install speakers and system components in accordance with the approved design
- Coordinate installation with the City to minimize disruption to park use
- Ensure all installations comply with applicable electrical codes and safety standards
- Protect existing park infrastructure and landscaping during installation

3.5 System Integration and Testing

Upon installation, the contractor shall:

- Configure the system for optimal sound coverage
- Perform acoustic testing and calibration
- Verify functionality across the full park area
- Adjust system settings to eliminate dead zones or excessive volume areas

3.6 Training and Documentation

The contractor shall provide:

- Basic training for City staff on system operation
- Operating instructions and system documentation
- Equipment manuals and warranty information
- As-built drawings showing equipment locations and connections

4. Optional Enhancements (If Proposed)

Proposers may optionally include recommendations for additional system features such as:

- Zoned audio control
- Wireless microphone capability
- Bluetooth or mobile device connectivity
- Event control panels or centralized control locations
- Future system expansion options

QUOTE

Exhibit C

New England Mobile Audio
84 Maurice St
Manchester New Hampshire 03103
Phone: 6033471810
info@nemobileaudio.com
EIN: 82-0980449
Electrical License NH # 21065 / MA # 101064
New England Mobile Audio is fully insured



CITY OF NASHUA (DIVISION OF PUBLIC WORKS)
Nashua NH 03062

Customer number	Document number	Page	Date	Valid to
1020	1259	1 / 3	4/10/2026	4/25/2026

RENAISSANCE PARK - SOUND QUOTE

OPTION 2

Item	Quantity	Unit	Price	Total
EQUIPMENT	1	PACKAGE	27,841.00	27,841.00
**SPEAKERS (\$14624)				
(2) JBL AW595 -----			\$10500	
(4) JBL AWC82 -----			\$2300	
(2) ADAPTIVE TECH POLESTAR MOUNT -----			\$ 774	
(2) ADAPTIVE TECH SPEAKER POLE -----			\$ 1050	
**RACK AREA (\$10392)				
(1) 16U OUTDOOR NETWORK RACK-----			\$ 3250	
(1) SHURE SLXD-SM58 DUAL CH WIRELESS MICS -----			\$ 1499	
(1) 2U RACK DRAW (SHALLOW)-----			\$ 75	
(2) CROWN CDI DRIVECORE 2X600 -----			\$ 3900	
(1) FURMAN POWER CONDITIONER-----			\$ 368	
(1) A+H CQ18T -----			\$ 1200	
(1) A+H CQ18 RACK EARS-----			\$100	
**EXTRAS (\$2825)				
(1) PRODUCTION BUNDLE -----			\$ 250	
(2) MIC STANDS, (8) XLRS, (2) POWER CORDS				
(1) MISC MATERIALS-----			\$ 1500	
EMT, BELL BOXES, CONNECTORS , ETC				
(1) WIREPATH 14-4 DIRECT BURIAL SPEAKER CABLE-----			\$ 550	
(1) WIREPATH 12-2 SPEAKER CABLE (BAND STAND)-----			\$ 75	
(1) SHIPPING COST FOR EQUIPMENT -----			\$450	
**OPTIONAL (NOT LISTED IN TOTAL PRICE - \$1239)				
(1) TABLET SETUP -----			\$569	

Continued on page 2

QUOTE

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New England Mobile Audio is fully insured



CITY OF NASHUA (DIVISION OF PUBLIC WORKS)
Nashua NH 03062

Customer number	Document number	Page	Date	Valid to
1020	1259	2 / 3	4/10/2026	4/25/2026

RENAISSANCE PARK - SOUND QUOTE
OPTION 2

Item	Quantity	Unit	Price	Total
1 - SAMSUNG TAB A11 (\$270) 1 - TABLET CASE (\$25) 1 - MIKROTIK OUTDOOR WIFI ANTENNA (\$199) 1 - MISC PARTS (\$75) (1) MONITOR SETUP -----\$670 2 - EV SXA250 (USED-\$250 EACH) 2 - 25' POWER / XLR LOOMS (\$85 EACH)				

Continued on page 3

QUOTE

New England Mobile Audio
84 Maurice St
Manchester New Hampshire 03103
Phone: 6033471810
info@nemobileaudio.com
EIN: 82-0980449
Electrical License NH # 21065 / MA # 101064
New England Mobile Audio is fully insured



CITY OF NASHUA (DIVISION OF PUBLIC WORKS)
Nashua NH 03062

Customer number	Document number	Page	Date	Valid to
1020	1259	3 / 3	4/10/2026	4/25/2026

RENAISSANCE PARK - SOUND QUOTE
OPTION 2

Item	Quantity	Unit	Price	Total
INSTALLATION SERVICES NEMA WILL INSTALL OUTDOOR RACK ON THE FRONT SIDE OF THE STAGE WALL RUNNING EMT ON TOP OF WALL TO CENTER SPEAKER LOCATION. ALL EQUIPMENT WILL BE MOUNTED IN RACK. WE WILL RUN EMT TO CENTER STAGE ON WALL AND MOUNT A BELL BOX FOR (2) XLR PLUG-INS AND POWER WE WOULD INSTALL A CENTER SPEAKER CLUSTER OF (2) SPEAKERS IN THE CENTER AREA OF THE STAGE. AIMING THE SPEAKER A BIT HIGHER WOULD CARRY THE SOUND AROUND THE PARK. RUNNING PVC CONDUIT ON THE WALL TO CLOSEST GROUND ACCESS WHERE WE WILL TURN INTO DIRECT BURIAL SPEAKER CABLES GOING TO THE (2) LAMP POST. (WE WILL HAVE TO DIG UP THE LAWN TO MAKE THIS WORK) WE WILL MOUNT ON TO (2) LAMP POST WITH (2) SPEAKERS ON EACH POST TO MAKE (4) TOTAL SPEAKERS MOUNTED WITH MOUNTING HARDWARE TO NOT DAMAGE THE POSTS. WE WILL BRING OUR OWN BAKER-STAGING TO MOUNT EQUIPMENT AS NEEDED. WARRANTY EQUIPMENT WILL COME WITH A ONE (1) YEAR WARRANTY WITH (90) DAY LABOR. IF NEED OF A SERVICE CALL WE WILL SCHEDULE WITH IN 72 HOURS.	1	PACKAGE	8,175.00	8,175.00
	1	TERMS		0.00

Total **\$36,016.00**

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: May 13, 2026
Re: Multi-Year Contract Award – NorthStar AP Boarding and Setup

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 May 20, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item:	Migration of MHC to the cloud
Year 1:	\$55,000
Year 2:	\$45,000
<u>Year 3:</u>	<u>\$45,000</u>
Value:	\$145,000
Vendor:	MHC Software, LLC
Purchasing Memo#:	26-166 dated May 13, 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

May 13, 2026
Memo #26-166

TO: Mayor Donchess
Finance Committee

SUBJECT: Software: MHC- NorthStar AP Boarding and Setup in the amount not to exceed \$145,000
funded from General Fund/ 54- Property Services

Please see attached communications from Nick Miseirvitch, CIO, dated May 13, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item:	Migration of MHC to the cloud
Year 1:	\$55,000
Year 2:	\$45,000
Year 3:	\$45,000
Value:	\$145,000
Department:	120 Technology Maintenance
Vendor:	MHC Software, LLC
Fund:	General Fund/ 54-Property Services
Term:	3 years
Ordinance:	Pursuant to <u>§ 5-84 Special purchase procedures</u> . A/(4) Sole-source procurements, where the proposed purchase is manufactured by only one company or where a sole company's product offers proprietary features or technology necessary for the City's requirements.

Administrative Services Division: Information Technology, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: N Miseirvitch
D Enwright
T Cummings



City of Nashua

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

(603) 589-3300

To: Ms. Amy Girard
Purchasing Manager
City of Nashua
229 Main Street
Nashua, NH 03061-2019

Date: May 12th, 2026

Re: MHC- NorthStar AP Boarding and Setup

Ms. Girard,

This request is for the migration of MHC to the cloud for a 3-year term.

Funding is available in 120 Technology Maintenance, Software Maintenance 20.1.555 – 54407; per the payment schedule shown below:

- June 1, 2026 - \$55,000.00
- June 1, 2027- \$45,000.00
- June 1, 2028- \$45,000.00

Total = \$145,000.00

Sincerely,

Nick Miseirvitch
CIO, Information Technology

Cc: Tim Cummings, Director of Administrative Services

Customer Contact & Order Information

Customer	City of Nashua	Accounts Payable Contact	Accounts Payable
Customer Contact	Nick Miseirvitch	Accounts Payable Email	vendorapinvoices@nashuanh.gov
Customer Address	229 Main Street Nashua, NH 03061-2019	Accounts Payable Phone	(603) 589-3300
Customer Email	miseirvitchn@nashuanh.gov	MHC Order #	OP# 00016104
Customer Phone	(603) 589-3305	Order Date	5/15/2026
		Order Expiration	5/31/2026

Subscription Periods & Billing Details

Initial Term Start Date	Upon execution of this Order Form	Billing Frequency	Annual
Initial Term End Date	05/31/2029	Payment Terms	Net 30
Initial Term	36 months	Billing Currency	USD
License Type	Subscription	Customer PO (if required)	

Please direct billing inquiries and purchase orders to accounting@mhcautomation.com.

MHC Contact Information

MHC Sales Rep	Keith Engberg	MHC Sales Rep Email	keith.engberg@mhcautomation.com
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Product Suite(s)

Product SKU	Description	Annual Volume	Volume Metric	Annual Fee
MTS-NTS-PAYENT	NorthStar AP Payments Enterprise	30,000	Payments	\$11,196
MTS-NTS-APTESS	NorthStar AP Tax Essentials	1,100	Documents	\$1,944
MTS-NTS-SCDESS	NorthStar Supply Chain Essentials	10,000	Documents	\$3,540
MTS-NTS-PRENT	NorthStar Payroll Enterprise	115,100	Documents	\$24,096
MTS-NTS-ETXENT	NorthStar Employee Tax Enterprise	4,000	Documents	\$4,224
Total Product Suite Annual Fee(s)				\$45,000

One-Time Fees and Professional Services Fees

SKU	Description	Quantity	Price
SVC-NTS-Setup	One-time on Boarding and Setup Fee	522	\$39,150
	MHC existing customer discount	1	-\$29,150
Total One-Time Fees and Professional Services Fees			\$10,000

* Customer-approved optional Services are billed on a time and materials basis if/when effort is expended by MHC. Reasonable travel expenses are estimated in amount above for onsite implementation Services.

Additional Order Form Terms

Legacy Software Maintenance and Support Continuation Period: MHC agrees to continue providing maintenance and support services for the Customer's on-premise software solution as specified in their existing software license and support agreements at no additional fee. The Customer acknowledges that the maintenance and support services will be provided for a limited duration of one year, commencing on the Initial Term Start Date. During the Legacy Software Maintenance and Support Continuation Period, the Customer will actively work towards migrating from the legacy software solution to the MHC cloud solution.

NorthStar Step-Up and On-boarding Fee: As an existing MHC customer, MHC agrees to discount the One-time Fees and Professional Services Fees on this Order Form. If these services are not completed within one year, commencing on the Initial Term Start Date, MHC reserves the right to bill the Client at the then current rates for any remaining professional services beyond the agreed timeframe. The billing for extended completion will commence from the 13th month and continue until the completion of the project.

Appendix A: Product features/functionality are included in Appendix A of this document.

Credit: Any maintenance fees previously paid will be issued as a credit and applied to the first invoice under this Agreement. Additionally, the maintenance fees paid for the term beginning December 29, 2025 will be adjusted so that the total maintenance amount is consistent with the amount of this Agreement.

Service Fees: The labor balance of \$6,673.67 will be invoiced on June 1, 2026.

Standard Terms & Conditions

This Order Form (the "Order Form"), together with the MHC Standard Terms and Conditions at www.mhcautomation.com/Terms-and-Conditions (the "Standard Terms") and the Service Level Terms at www.mhcautomation.com/Service-Level-Terms (the "SLT"), incorporated herein by reference, constitute the complete agreement between the parties regarding the subject matter herein (the "Agreement").

The initial term of the Agreement commences on the Initial Term Start Date and expires on the Initial Term End Date as specified above (the "Initial Term"). If this Order Form is executed after the Initial Term Start Date or MHC activates the Product Suites after the Initial Term Start Date, MHC may adjust the Initial Term Start Date and Initial Term End Date, without increasing the Product Suite Annual Fee(s), based on the date MHC activates the Product Suites and provided that the total term length does not change. The Initial Term will automatically renew for successive terms equal to the length of the Initial Term (each, a "Renewal Term", and the Initial Term and Renewal Term are collectively, the "Term"), unless a party gives the other party written notice of non-renewal at least THIRTY (30) days prior to the end of the then current Term, or the Agreement is sooner terminated as provided in the Standard Terms.

The signatures below acknowledge the agreement of each party to be bound by the Agreement. The undersigned representative of Customer represents that he/she has read, understands, and accepts, on behalf of Customer, as a duly authorized representative of Customer, the Agreement.

Signature page to follow

MHC Software, LLC**City of Nashua**

By:  Electronically Signed 2026-05-11 20:28:50 UTC - 207.108.85.250
Nintex AssureSign® 94711012-39f9-4627-b046-b447015140f9

By:

Name: Aaron Stenhaus

Name:

Title: CFO

Title:

Date: 05/11/2026

Date:

The parties acknowledge and agree that the Order Form may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via PDF) of an original signature.

Appendix A

Standard Feature Inclusions	Description
Workspaces & Projects	Organize and manage Workspaces and Projects for streamlined automation workflows and process segmentation.
Automation & Workflow Management	Deploy custom automation solutions and manage workflows for optimal data processing and efficiency.
Content & Email Automation	Tailor document configurations and automate email communications for content distribution and management.
User & Access Management	Manage users, regulate user permissions, define roles, and structure groups for targeted access control.
Dashboards	Utilize dashboards for comprehensive monitoring of system transactions and operational performance.
Document Storage	Maintain and access a secure repository for document and data archival and retrieval.
System Audit	Conduct detailed tracking and reporting of sensitive system activities ensuring security and regulatory adherence.
Application Appearance	Customize the user interface (logos, colors, etc.) to align the solution with organizational branding.
Account License & Storage	Oversee and manage subscription services and control digital resource allocation.
Integrations	Seamlessly integrate with compatible external systems via REST API or SFTP for enhanced interoperability.
Printers	Manage document printing with automated processes for greater operational control.
Global Task Definition	Establish and manage standardized tasks for systematic approval procedures and transactions.

Solution	Scope Inclusions
MHC NorthStar Payments Enterprise MTS-NTS-PAYENT	▪ AP Check Printing: Design your own branded check, define the rules using external data for assembly and distribution ▪ Positive Pay: Create and send positive pay file to the bank automatically for fraud prevention around check payments ▪ ACH Payments: Create and send ACH file to the bank for electronic payments ▪ ACH Vendor Notifications: Remittance document/attachment emailed as a notification to a vendor regarding electronic payments ▪ Bank Connectors: 2-4
MHC NorthStar AP Tax Documents Essentials MTS-NTS-APTESS	▪ Automate AP Tax Document Creation & Distribution: (Print 1099 M/I/D/N Email-to-Fax)
MHC NorthStar Supply Chain Documents Essentials MTS-NTS-SCDESS	▪ Automate Supply Chain Document Creation & Distribution: (Print Email Email-to-Fax)
MHC NorthStar Payroll Documents Enterprise MTS-NTS-PRLNT	▪ Payroll Document Creation & Distribution: (Print Positive Pay Email-to-Fax Email - Other) ▪ Payroll Content Creation & Distribution: (ACH Advices) ▪ NorthStar Document Self-Service Access for Employees: Includes mhckBA authentication for non-active employee access to related documents
MHC NorthStar Employee Tax Documents Enterprise MTS-NTS-ETXENT	▪ Employee Tax Document Creation & Distribution: (Print Electronic Standard W-2s/W-2Cs & 1095-Cs) ▪ NorthStar Document Self-Service Access for Employees: Includes mhckBA authentication for non-active employee access to related documents



PENNICHUCK®

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

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

WWW.PENNICHUCK.COM

VIA HAND DELIVERY

May 6, 2026

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

Dear President Wilshire:

On behalf of the Pennichuck Corporation Board of Directors, I am enclosing the following items with respect to the Annual Meeting of Sole Shareholder to be held on Friday, May 29, 2026, at 8:30 a.m. (refreshments at 8:00 a.m.) at The Event Center at Courtyard Marriott, 2200 Southwood Drive, Nashua, NH.

1. Notice of Annual Meeting of Sole Shareholder and Proxy Statement
2. Proxy Card
3. Annual Report to the Sole Shareholder

Please contact C. George Bower, Chair of the Board of Directors, or me, if you need further information.

Regards,

John J. Boisvert
Chief Executive Officer and Chief Engineer

cc. Mayor James Donchess
Board of Aldermen
Steven Bolton, Corporation Counsel
Daniel Healey, City Clerk



PENNICHUCK®

PENNICHUCK CORPORATION

**25 Walnut Street
Nashua, New Hampshire 03060**

NOTICE OF ANNUAL MEETING OF SOLE SHAREHOLDER

**To be Held on Friday, May 29, 2026, at 8:30 a.m. (8:00 a.m. refreshments) at
The Event Center at Courtyard Marriott, 2200 Southwood Drive, Nashua, NH**

To the City of Nashua, New Hampshire, in its capacity as the Sole Shareholder of Pennichuck Corporation:

In accordance with the By-Laws of Pennichuck Corporation and applicable laws, Pennichuck Corporation hereby provides notice that you are cordially invited to attend the Annual Meeting of Sole Shareholder of Pennichuck Corporation (Annual Meeting). The City of Nashua, New Hampshire, is the Sole Shareholder of Pennichuck Corporation.

The Annual Meeting will be held at the Event Center at Courtyard Marriott, 2200 Southwood Drive, Nashua, NH on Friday, May 29, 2026, at 8:30 a.m. (8:00 a.m. refreshments) for the following purpose:

1. To elect four directors - three for a three-year term, and one for a one-year term and until their successors are elected and qualified.

To facilitate the City's review of the matters to be addressed at the Annual Meeting, the Pennichuck Corporation Board of Directors have approved the delivery of the Proxy Statement attached to this Notice.

By Order of the Board of Directors,

JOHN J. BOISVERT
Chief Executive Officer

Nashua, New Hampshire
May 6, 2026



PENNICHUCK CORPORATION

**25 Walnut Street
Nashua, New Hampshire 03060**

PROXY STATEMENT

2026 Annual Meeting of Sole Shareholder

**To be Held on Friday, May 29, 2026, at 8:30 a.m. at
The Event Center at Courtyard Marriott, 2200 Southwood Drive, Nashua, NH**

This Proxy Statement is furnished to the City of Nashua, New Hampshire (the “City”), in its capacity as the Sole Shareholder of Pennichuck Corporation (“Pennichuck Corporation” or the “Company”), by the Board of Directors of Pennichuck Corporation, in connection with the solicitation of a proxy to be voted at the Annual Meeting of Sole Shareholder of Pennichuck Corporation (Annual Meeting) for the purpose set forth in the accompanying Notice of Annual Meeting of Sole Shareholder of Pennichuck Corporation.

The Annual Meeting will be held at The Event Center at Courtyard Marriott, 2200 Southwood Drive, Nashua, New Hampshire, on Friday, May 29, 2026 at 8:30 a.m.

Matter to be Voted Upon at the Annual Meeting

At the Annual Meeting, the City, in its capacity as the Sole Shareholder of Pennichuck Corporation, is being asked to consider and vote upon the following:

- (1) To elect Elizabeth A. Dunn, H. Scott Flegal, Ralph Jenkins, to the Pennichuck Corporation Board of Directors, as Class B Directors, each for a three-year term, and until their successors are elected and qualified.
- (2) To elect Deborah B. Novotny to the Pennichuck Corporation Board of Directors, as a Class C Director, each for a one-year term, and until their successors are elected and qualified

Voting at the Annual Meeting

Background. Pennichuck Corporation was acquired by the City on January 25, 2012. This acquisition was accomplished pursuant to an Agreement and Plan of Merger reached between the City and Pennichuck Corporation dated November 11, 2010 (the “Merger Agreement”). The transaction, in which the City issued \$150.6 million of general obligation bonds to acquire the outstanding stock of Pennichuck Corporation and pay all transaction costs, was authorized by special legislation enacted by the State Legislature in 2007 and 2010. The Mayor and the Board

of Aldermen unanimously approved the acquisition pursuant to this special legislation on January 11, 2011. The New Hampshire Public Utilities Commission approved the Merger Agreement on November 23, 2011, concluding that “the transaction is in the public interest and will not have an adverse effect on rates, terms, service, or operation of the utilities.”

Corporate Structure. The City is the sole shareholder of Pennichuck Corporation. Pennichuck Corporation is the sole shareholder of two corporate subsidiaries, one of which is a regulated public utility (Pennichuck Water Works, Inc.) and the other that is an unregulated service company (Pennichuck Water Service Corporation).

Election of the Board of Directors. Under this corporate governance system, the City exercises its control over Pennichuck Corporation in its capacity as the Company’s Sole Shareholder in accordance with the Articles of Incorporation, the By-Laws and the New Hampshire laws governing business corporations. In accordance with these rules, Pennichuck Corporation’s business affairs are managed and overseen by a Board of Directors. One of the most important responsibilities of the City, in its capacity as Sole Shareholder, is to elect members of the Board of Directors from individuals nominated by the Pennichuck Corporation Board of Directors at the Company’s Annual Meeting or otherwise in accordance with Pennichuck Corporation’s current bylaws.

Voting at the Annual Meeting. It is important to remember that the City itself is the Sole Shareholder, not any individual person who may hold an office with the City. The City must exercise its responsibilities as Sole Shareholder through public meetings of the City’s Board of Aldermen and Mayor, acting in accordance with applicable New Hampshire laws and the provisions of the City Charter. As a municipal entity, the City is not typically in a position to “attend” an annual meeting, or any other meeting of the Sole Shareholder, “in person.”

Traditional corporate law principles provide a ready solution for this type of “institutional” voting of shares. As the Sole Shareholder, the City may review the proposed vote and take action at appropriate City meetings determined by the City. The City may then either designate an individual person to attend the Annual Meeting in person with the authority to vote the City’s shares in accordance with the City’s determination, or the City may vote its shares by proxy.

To facilitate these options, the Pennichuck Corporation Board of Directors has prepared this Proxy Statement which contains details of the business to be conducted at the Annual Meeting. If the City determines to vote its shares by proxy, it should cause the enclosed proxy card to be completed and returned to Pennichuck Corporation prior to the Annual Meeting. By executing the enclosed proxy card, the City will be designating the actions it has determined to take with respect to the matters to be heard at the Annual Meeting and will be authorizing the officers of the Company named on the proxy card to act as the City’s proxy to vote on the City’s behalf at the Annual Meeting in accordance with the instructions set forth on the proxy card.

Corporate Governance Matters

Current Board of Directors. The Pennichuck Corporation Board of Directors is divided into three classes, each class serving for three years following their election and until their successors have been elected and qualified.

The maximum number of Directors is currently fixed at fifteen, but there are currently only thirteen directors serving on the Board. Of the thirteen current directors, six have terms ending

in 2028 (Class A), four have terms ending in 2026 (Class B), one has a term ending in 2029 (Class B) and two have terms ending in 2027 (Class C).

The current members of the Company's Board of Directors are as follows:

<u>Term Expiring 2028</u> Class A	<u>Term Expiring 2026</u> Class B	<u>Term Expiring 2027</u> Class C
C. George Bower	Elizabeth A. Dunn	Sarah Pillsbury
Amy Marie R. Corriveau	H. Scott Flegal	Ronald J. Houle
Brian H. Law	Ralph Jenkins	
Jay N. Lustig	Deborah B. Novotny	
John D. McGrath	Nadra K. Bell*	
Lori Wilshire		

*Pursuant to the current bylaws of Pennichuck Corporation, Nadra K. Bell was nominated by the Mayor of the City to be appointed to join the Board of Pennichuck Corporation as of February 10, 2026. Her appointment to Class B will coincide with the rest of the Class B Board members with her term expiring at the 2029 Annual Meeting.

The Board of Directors is recommending that the Sole Shareholder re-elect Elizabeth A. Dunn, H. Scott Flegal, Ralph Jenkins to the Board in Class B and Deborah B. Novotny to the Board in Class C. The Board intends to fill the remaining two vacancies at a later date.

Board Meetings, Committee Meetings and Attendance. In 2025, the Company's Board of Directors held 11 Board meetings and 12 Committee meetings. Each current member of the Board, with the exception of Nadra Bell (who was appointed to the Board in February 2026) attended a majority of the total number of meetings of the Board of Directors and the number of meetings of all Committees of the Board on which they served. All members of the Board of Directors attended the 2025 Annual Meeting of Sole Shareholder.

Board Compensation. In 2025, each director received an annual retainer of \$12,000. Lori Wilshire who joined the Board on March 1, 2025, received \$10,000 in compensation for her services as a director.

Annual Performance Evaluation. The Board of Directors conducts an annual self-evaluation of the Board and its Committees to determine whether they are functioning effectively. Each Committee is also required to evaluate their performance.

Corporate Code of Conduct. The Company has adopted a written Corporate Code of Conduct that applies to its directors, officers and employees. A current copy of the Corporate Code of Conduct can be found on the Company's website at www.pennichuck.com, under the "Board of Directors – Meetings, Minutes and Corporate Governance" caption.

Board Committees. The Board of Directors has established three standing committees: Audit, Finance and Risk Committee, Compensation and Benefits Committee, and Nominating and Governance Committee.

Each Committee has adopted a written Charter which sets forth its purpose, membership, duties and responsibilities. A copy of each Charter can be found on the Company's website at www.pennichuck.com, under the "Board of Directors – Meetings, Minutes and Corporate Governance" caption.

The current members of the Board Committees are as follows:

Audit, Finance and Risk Committee

Ralph Jenkins, Chair
Aymarie R. Corriveau
H. Scott Flegal
Ronald J. Houle
Brian H. H. Law
John D. McGrath
Deborah B. Novotny

Compensation and Benefits Committee

Jay N. Lustig, Chair
C. George Bower
H. Scott Flegal
Ralph Jenkins
John D. McGrath
Sarah Pillsbury

Nominating and Governance Committee

Deborah B. Novotny, Chair
Aymarie R. Corriveau
Elizabeth A. Dunn
Brian H. Law
Jay N. Lustig
Sarah Pillsbury

Audit, Finance and Risk Committee. The Audit, Finance and Risk Committee is responsible for the appointment, compensation and retention of the independent auditors; preapproval of all audit and non-audit services to be provided by the independent auditors; review and approval of all related party transactions; review and evaluation of the qualifications, performance and independence of the lead partner of the independent auditors; oversight of the integrity of the Company's financial statements and internal controls; oversight of Company financing activities; oversight of the policies and procedures established to assess, monitor and control operational and financial risk; and oversight of the Company's insurance programs. The Audit, Finance and Risk Committee held 4 meetings in 2025.

Compensation and Benefits Committee. The Compensation and Benefits Committee is responsible for annually reviewing and approving corporate goals and objectives relevant to Chief Executive Officer compensation; evaluating the Chief Executive Officer's performance in light of those goals and objectives, and determining and recommending to the Board of Directors the Chief Executive Officer's compensation based on evaluation of performance; reviewing and approving executive salaries; reviewing and approving any employment agreements, special compensation and benefits, or severance arrangements as they pertain to executive officers other than the Chief Executive Officer; overseeing the Company's compensation and benefit policies, other than those overseen directly by the Board of Directors; recommending to the Board of Directors the establishment, termination or amendment of existing compensation and employee benefit plans, other than those under the purview of the Board of Directors or other designated

committees; and developing a succession plan for the Chief Executive Officer and senior management and making recommendations for succession to the Board of Directors. The Compensation and Benefits Committee held 4 meetings in 2025.

Nominating and Governance Committee. The Nominating and Governance Committee is responsible for identifying individuals qualified to become Board members; recommending to the Board the persons to be nominated by the Board for election as directors at the Annual Meeting; developing and recommending to the Board of Directors a set of corporate governance principles; overseeing an annual self-evaluation of the Board; annually reviewing the Corporate Code of Conduct; and developing and assisting with the policies and strategies of external communications between the Board, the Company and the Sole Shareholder, other stakeholders, and the public. The Nominating and Governance Committee is authorized to retain advisors and consultants and to compensate them for their services. The Nominating and Governance Committee did not retain such advisors or consultants during 2025. The Nominating and Governance Committee held 4 meetings in 2025.

As part of the nomination process, the Nominating and Governance Committee reviewed the current composition of the Board as a whole, reviewed the qualifications and performance of the incumbent directors who are up for re-election to the Board in 2026, discussed recommendations from Board members and management to identify potential director candidates, evaluated the biographical and background information of the potential director candidates if any were suggested. There were no new candidates being considered for election at the meeting.

The Nominating and Governance Committee considers whether to nominate any candidate for director in accordance with the criteria set forth in its Charter, subject to the restrictions set forth in the Company's By-Laws. These criteria include the candidate's integrity, business acumen, knowledge of the Company's business and industry, experience, diligence, conflicts of interest, and the ability to act in the interests of the Sole Shareholder. The Committee does not assign specific weights to particular criteria and no particular criterion is a prerequisite for each prospective nominee. The backgrounds and qualifications of the Company's directors, considered as a group, should provide a composite mix of experience, knowledge and abilities that will allow the Board of Directors to fulfill its responsibilities.

Senior Management. The members of the Company's Senior Management team are as follows:

John J. Boisvert, Chief Executive Officer and Chief Engineer

Mr. Boisvert has been the Chief Executive Officer of Pennichuck Corporation and its subsidiaries since January 1, 2024. He has been the Chief Engineer of Pennichuck Corporation since 2006. From 2000 to 2006, Mr. Boisvert was Team Leader at Weston & Sampson Engineers; from 1998 to 2000, he was New England Manager at Layne Christensen Company (Geosciences Division); and from 1994 to 1998, he was Project Manager with Hydro Group Inc. Mr. Boisvert holds a Bachelor of Science degree in Civil Engineering from the University of New Hampshire; a Master of Environmental Law & Policy degree from Vermont Law School; and a Master of Science degree in Civil Engineering from the University of New Hampshire. Mr. Boisvert's base annual salary beginning as of January 8, 2026 was \$268,000.

Christopher J. Countie, *Chief Operating Officer*

Mr. Countie has been the Chief Operating Officer of Pennichuck Corporation since July 1, 2025. He was the Director of Operations of Pennichuck Corporation from January 2024 to June 2025, and Director of Water Supply and Community Systems from 2001 to 2023. Prior to then, he served in several other roles throughout the organization from 1991. Mr. Countie holds a Bachelor of Science degree in Business Administration from the Whittemore School of Business and Economics, University of New Hampshire and an Associate Degree in Applied Science, Civil Engineering Technology, Thompson School of Applied Science, University of New Hampshire. Mr. Countie also holds certifications as a New Hampshire Water Treatment System Operator, Grade IV; a New Hampshire Water Distribution System Operator, Grade IV and a Massachusetts Certified Operator of Drinking Water Facilities, D4, T4. Mr. Countie's base annual salary beginning as of January 8, 2026 was \$219,700.

George Torres, *Chief Financial Officer and Treasurer*

Mr. Torres has been the Chief Financial Officer of Pennichuck Corporation and its subsidiaries since January 1, 2023. He is also the Treasurer of Pennichuck Corporation since May 2020. Mr. Torres was also the Director of Accounting & Corporate Controller of Pennichuck Corporation from 2015 to 2022, and the Corporate Accounting Manager from 2006 to 2015. Prior to joining Pennichuck Corporation he held Controller and Senior Accounting positions for several companies in the human resource, retail, energy services, and manufacturing sectors. Mr. Torres holds a Bachelor of Science in Accounting from Montclair State University. Mr. Torres' base annual salary beginning as of January 8, 2026 was \$243,850.

Summary of Proposal to be Voted Upon at the Annual Meeting

PROPOSAL 1 - ELECTION OF DIRECTORS

On March 27, 2026, the Company's Board of Directors took action to recommend that the Sole Shareholder elect Elizabeth A. Dunn, Ralph Jenkins, H. Scott Flegal to the Pennichuck Corporation Board of Directors, as Class B Directors, each for a three-year term, and until their successors are elected and qualified, and Deborah Novotny to the Pennichuck Corporation Board of Directors, as Class C Director, for a one-year term, and until her successor is elected and qualified

THE BOARD OF DIRECTORS RECOMMENDS A VOTE "FOR" EACH OF THE FOUR NOMINEES DESCRIBED BELOW.

Information regarding the professional backgrounds for each nominee follows.

Nominees for Director:

Elizabeth A. Dunn

(Director Since: January 2012)

Ms. Dunn was an Assistant Attorney General with the State of New Hampshire, Department of Justice, from December 2001 to September 2007. She was a Commissioner of the New Hampshire Crime Victim's Assistance Commission from May 2002 to 2011. She was an Assistant County Attorney with the Office of the Rockingham County Attorney in Brentwood, NH, from May 1999 to December 2001, and an Associate Attorney with the law firm of Boutin & Associates from February 1998 to May 1999. Ms. Dunn previously served as a member of the Board of Selectmen and the Zoning Board of Adjustment for the Town of Windham, NH. She has been the Windham NH School District Moderator since 1993. Ms. Dunn holds a Juris Doctor degree from the University of New Hampshire Law School and a Bachelor of Science degree in Education from Framingham State College.

H. Scott Flegal

(Director Since: May 2020)

Attorney Flegal has practiced business law in Nashua since 1985. He began his career at the law firm of Sullivan & Gregg, P.A. He opened his own law firm in 1994. By appointment of the New Hampshire Supreme Court, Attorney Flegal served from 1991-2001 on the New Hampshire Board of Bar Examiners and served in 2007 as a member of the New Hampshire Judicial Branch Dispute Resolution Committee. He is a past President of the Nashua Bar Association. In the Nashua community, Attorney Flegal served as President of the Board of Directors of the Greater Nashua Mental Health Center, Board Chair of the Greater Nashua Chamber of Commerce, and was a founding director and past president of Great American Downtown. He currently serves on the Board of Home Health & Hospice Care and was a former Board Chair. Attorney Flegal earned a B.A. from Amherst College and a J.D. from DePaul University College of Law in Chicago.

Ralph Jenkins

(Director Since: January 2023)

Mr. Jenkins is a retired Partner from Ernst & Young (EY), an international public accounting firm. He was the former Managing Partner of EY's Manchester, NH office before transferring to the Boston office to complete his career in the consumer products/technology practice. Mr. Jenkins has extensive experience working with a diverse client base of public and private companies in connection with year-end audits, initial public offerings, merger and acquisition transactions, implementation of internal controls to comply with the requirements of the Sarbanes Oxley Act, and the evaluation and adoption of technical accounting pronouncements. Mr. Jenkins holds a Bachelor of Science degree in Accounting from Bentley University in Waltham, MA. Mr. Jenkins is currently a member of the Board of Directors and Finance Committee of Saint Joseph Hospital in Nashua; a Vice-Chair of the Board and Chair of the Investment and Audit Committee of Covenant Health Systems; and a member of the Finance Committee of Catholic Charities of NH. Mr. Jenkins was the former Board Chair of the Greater Nashua Chamber of Commerce, the Southern NH United Way, and Junior Achievement of NH.

Deborah Novotny
(Director Since: May 2019)

Ms. Novotny has been a Commercial Lender and Senior Vice President at Rockland Trust Bank, formerly known as Enterprise Bank, in Nashua, NH, since June 2013. From April 2007 to June 2013, Ms. Novotny was a Business Banker and Vice President for Peoples United Bank in Nashua, NH, and from May 1995 to April 2007, Ms. Novotny was a Business Development and Sales Manager and Vice President for TD Bank in Nashua, NH. Ms. Novotny has held many positions with non-profit organizations over the years. She currently serves on the YMCA of Greater Nashua, St. Joseph Hospital, City of Nashua Business & Industrial Development, City of Nashua Revolving Loan Fund, Nashua Community Arts and a member of the Rotary Club of Nashua.



**PROXY CARD
PENNICHUCK CORPORATION**

PROXY for Annual Meeting of Sole Shareholder - May 29, 2026

THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

The Sole Shareholder, the City of Nashua, New Hampshire, hereby appoints JOHN J. BOISVERT or CHRISTOPHER J. COUNTIE as proxies to represent and vote as designated hereon, all shares of common stock of Pennichuck Corporation (the "Company") which the Sole Shareholder would be entitled to vote if personally present at the Annual Meeting of Sole Shareholder of the Company to be held on Friday, May 29, 2026, at 8:30 a.m., at The Event Center at Courtyard Marriott, 2200 Southwood Drive, Nashua, New Hampshire. The shares represented by this proxy will be voted as directed by the Sole Shareholder.

The Board of Directors recommends a vote FOR all nominees named in Proposal 1.

Proposal 1:

- (a) elect Elizabeth A. Dunn, H. Scott Flegal, Ralph Jenkins to the Pennichuck Corporation Board of Directors, as Class B directors, each for a three-year term, and until their successors are elected and qualified; and

	<u>For</u>	<u>Against</u>
Elizabeth A. Dunn	☐	☐
H. Scott Flegal	☐	☐
Ralph Jenkins	☐	☐

- (a) elect Deborah B. Novotny to the Pennichuck Corporation Board of Directors, as Class C director, for a one-year term, and until her successor is elected and qualified; and

	<u>For</u>	<u>Against</u>
Deborah Novotny	☐	☐

Authorized Signature:

CITY OF NASHUA, NEW HAMPSHIRE (Sole Shareholder)

By: _____ Date: _____

Name: _____

Title: _____

This Proxy Card is Valid Only When Signed and Dated



May 6, 2026

ANNUAL REPORT TO THE SOLE SHAREHOLDER

Dear Shareholder:

The Annual Meeting of Pennichuck Corporation (“Pennichuck” or the “Company”) will be held at 8:30 a.m. on Friday, May 29, 2026, at The Event Center at Courtyard Marriott, 2200 Southwood Drive, Nashua, NH.

Background on the City’s Acquisition and Our Corporate Structure. The City’s acquisition of the shares of Pennichuck Corporation was completed on January 25, 2012. As part of the acquisition, the corporate structure of Pennichuck Corporation and its subsidiaries was retained. Under the structure, the City of Nashua is the sole shareholder of Pennichuck Corporation. Under the Company’s By-Laws, the City in its capacity as shareholder makes its decisions through actions by its Board of Aldermen, in accordance with the City’s Charter. No single person – the Mayor or any individual member of the Board of Aldermen – is him or herself a shareholder; rather, the entity of the City itself is the sole shareholder of Pennichuck Corporation represented by the Board of Aldermen and the Mayor.

Prior to March 1, 2025, Pennichuck Corporation owned five corporate subsidiaries, including three regulated utilities Pennichuck Water Works, Inc. (PWW), Pennichuck East Utility, Inc. (PEU), and Pittsfield Aqueduct Company, Inc. (PAC), an unregulated service company Pennichuck Water Service Corporation (PWS), and a former land-holding company The Southwood Corporation (TSC). On March 1, 2025, the three regulated subsidiaries were consolidated with PWW as the sole surviving utility, as further described in the section below *“Consolidated Rate Case & Merger of Subsidiaries–Pennichuck Water Works, Inc. (PWW), Pennichuck East Utilities, Inc. (PEU), and Pittsfield Aqueduct, Inc. (PAC)”*

As unanimously approved by the City’s Board of Aldermen at the time of the acquisition, the corporate structure was retained for several reasons.

First, the City’s Mayor and Board of Aldermen desired to maintain some stability and continuity for all of the customers and employees of the Pennichuck companies. Retaining the existing corporate structure minimized the need for any radical changes to the utility companies and operations and encouraged support by all of the communities served by the utilities.

Second, retaining the corporate structure provided continuity for the regulatory and financial status of the companies and their respective businesses. The New Hampshire Public Utilities Commission continues to provide regulatory oversight for the utility companies, and banks, lenders and other contract parties continue to be able to rely on existing contracts and other rules with respect to financing and other operations.

Third, the Mayor and Board of Aldermen unanimously agreed to establish a corporate governance system for the purposes of managing Pennichuck Corporation. This corporate governance system relies upon well-established principles of corporate law and is established pursuant to Pennichuck Corporation's Articles of Incorporation and By-Laws, as adopted by the City and the Company at the time of the acquisition pursuant to the Merger Agreement.

This well-known corporate governance model, which incorporates well-established principles regarding fiduciary obligations of board members, was structured to provide assurances to the City's rating agencies, potential lenders, the New Hampshire Public Utilities Commission, and the many communities we serve that decisions are based on sound business and financial analysis, and in a manner that minimizes political considerations.

Operations, Communities and Customers. Our companies provide water service to a wide range of communities and customers. The following section describes the five subsidiaries under Pennichuck Corporation, prior to March 1, 2025.

Pennichuck Water Works, Inc. (hereinafter referred to in this report as "Pennichuck Water Works") provides water service to approximately 30,000 customers in 11 communities which include Amherst, Bedford, Derry, Epping, Hollis, Merrimack, Milford, Nashua, Newmarket, Plaistow and Salem.

Pennichuck East Utility, Inc. (hereinafter referred to in this report as "Pennichuck East Utility") provides water service to approximately 9,260 customers in 19 communities which include Atkinson, Barnstead, Bow, Chester, Conway, Derry, Exeter, Hooksett, Lee, Litchfield, Londonderry, Middleton, Pelham, Plaistow, Raymond, Sandown, Tilton, Weare and Windham.

Pittsfield Aqueduct Company, Inc. (hereinafter referred to in this report as "Pittsfield Aqueduct") provides water service to approximately 650 customers in Pittsfield.

Pennichuck Water Service Corporation (hereinafter referred to in this report as the "Service Company") provides service in connection with the management of water operations services for 1 community; water operations, billing, collection, and customer services for 2 communities; billing services for 4 communities; and water meter testing services, as well as contracted water services at various levels, for approximately 18 small independently owned water systems.

The Southwood Corporation previously owned various parcels of land in the Town of Merrimack, which were all transferred to ownership by Pennichuck Corporation as of the end of 2019. Since that time Southwood had remained as a "corporate shell" due to its inactive status, until its dissolution on February 24, 2025.

“The Company’s mission is to be a premier supplier of water in New Hampshire by providing reliable, high quality and affordable water in sufficient quantities, and be New England’s premier supplier of water related contract services by providing high quality solutions to meet our customers’ needs.”

Strategies supporting the corporate mission have been developed relative to our water resources, employees, financing, customer services and Company assets. These strategies are available on the Company’s website, www.pennichuck.com, under the “Management and Financial Information” caption, and the sub-caption of “Strategic Plan.”

The Company currently has 140 employees. The employees are committed to supporting the Company’s mission. Each of our managers has goals and objectives to support the strategies supporting the mission. Pennichuck is an Equal Opportunity/Affirmative Action Employer. It is the policy of the Company to hire, train, promote, and otherwise provide terms and conditions of employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, age, marital status, pregnancy, disability, or veteran status. All employment and promotion decisions are based solely on valid requirements, in accordance with the principles of equal employment opportunity and affirmative action.

Financial Performance During the Last Year.

	(\$ Millions)			
	4 th Quarter		Year-to-Date	
	2025	2024	2025	2024
Revenues	\$13.8	\$13.5	\$60.8	\$56.8
Operating Expenses	(13.0)	(11.8)	(50.9)	(46.0)
Operating Income	0.8	1.7	9.9	10.8
Interest Expense	(2.5)	(3.4)	(11.7)	(13.1)
Other Income	0.0	0.0	0.0	0.0
Pre-Tax Income (Loss)	(1.7)	(1.7)	(1.8)	(2.3)
Income Tax Provision (Benefit)	(1.6)	5.7	(1.4)	5.9
Net Income (Loss)	(0.1)	(7.4)	(0.4)	(8.2)
Dividends Paid to the Shareholder	0.1	0.1	0.3	0.3
Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA)	3.3	3.3	19.8	20.3

- Consolidated revenues for the fourth quarter increased by \$0.3 million from \$13.5 million in 2024 to \$13.8 million in 2025.
- Consolidated year-to-date revenues increased by \$4.0 million, from \$56.8 million in 2024 to \$60.8 million in 2025. Year-to-date revenues from the regulated utilities increased primarily due to the full-year impact of Pennichuck Water Works, Inc.'s rate increase, approved by the PUC on July 27, 2024, under Order No. 26,862. Additionally, the Service Company’s 2025 revenues increased \$0.2 million due to the contract service requirement

associated with the new Town of Contoocook contract, which became effective on January 1, 2025.

- Consolidated operating expenses for 2025 increased by \$4.9 million, or 11.0%, compared to 2024. This rise was primarily driven by more frequent filter media replacement to address PFAS and water quality issues, higher production costs for fuel and power, increased employee benefit costs, and general liability insurance expenses.
- Interest expense decreased in 2025 when compared to 2024 due to the decrease in debt amortization costs associated with the write-off to maturity of the 2015 escrow deposits, which were required to facilitate the advanced refunding of the existing debt. This was the direct result of the issuance of \$73.6 million of taxable bonds by Pennichuck Water Works in September of 2020. Interest expense also decreased due to the capitalization of two years' worth of fixed asset line of credit interest for assets placed in service in 2024 and 2023. This was due to the delayed receipt of the NHPUC QCPAC Order 28,121, for 2023's capital recovery, so the Commission could address the Company's previously filed merger petition in Order #27,098
- Pre-tax loss for the fourth quarter remained unchanged at \$1.7 million in 2025 versus \$1.7 million in 2024. above.
- The pre-tax loss for the year decreased to \$1.8 million in 2025, from \$2.3 million in 2024, or 22.2%. This was due to the overall increase in revenues and a decrease in interest expense compared to 2024 results, as previously discussed.
- Dividends paid to the sole shareholder in both 2025 and 2024 were consistent with and were paid pursuant to the CBFRR structure provided for in the New Hampshire Public Utilities Commission's Order approving the City's ownership of the Company.
- The Income Tax Benefit in the current year reflects the tax accounting for the amortization of the Municipal Acquisition Regulatory Asset, which is not deductible for tax purposes, and as such, constitutes a permanent difference in the deductibility of those amortization expenses for tax purposes, as opposed to their inclusion in the GAAP based financial statements. As such, the year-to-date results reflect a tax provision of approximately 75.5% of pre-tax income for 2025, as compared to the statutory tax rate expense of 26.93%.
- Earnings Before Interest, Taxes, Depreciation and Amortization remained unchanged in the fourth quarter at \$3.3 million in 2025 when compared to 2024, as noted above.
- Earnings Before Interest, Taxes, Depreciation and Amortization for the full year 2025 decreased from 2024 by approximately \$0.5 million, or 2.5%, again due to the increase in operating expenses, over and above the noted revenue gains, year-over-year.

Unaudited Balance Sheet

(\$000's)

	As of <u>December 31, 2025</u>	As of <u>December 31, 2024</u>
<i>Assets</i>		
Property, Plant & Equipment, Net	\$ <u>272,598</u>	\$ <u>266,865</u>
Current Assets:		
Cash	3,425	304
Restricted Cash ^{Note 1}	5,484	8,930
Investments – Bond Project Funds	253	234
Accounts Receivable ^{Note 2}	10,327	8,823
Inventory	1,354	1,386
Other Current Assets ^{Note 3}	<u>1,761</u>	<u>1,620</u>
Total Current Assets	<u>22,604</u>	<u>21,297</u>
Other Assets:		
Acquisition Premium ^{Note 4}	55,910	58,318
Other Assets	<u>8,468</u>	<u>7,688</u>
Total Other Assets	<u>64,378</u>	<u>66,006</u>
TOTAL ASSETS	\$ <u>359,580</u>	\$ <u>354,168</u>
<i>Shareholders' Equity and Liabilities</i>		
Shareholders' Equity	\$ <u>(19,711)</u>	\$ <u>(19,012)</u>
Bonds, Notes and Mortgages ^{Note 5}	<u>249,413</u>	<u>241,464</u>
Current Liabilities:		
Lines of Credit	8,872	8,833
Current Portion of Long-Term Debt	8,264	7,832
Other Current Liabilities	<u>5,219</u>	<u>7,990</u>
Total Current Liabilities	<u>22,355</u>	<u>24,655</u>
Other Long-Term Liabilities:		
CIAC, net	65,922	64,507
Deferred Income Taxes	18,556	19,853
Accrued Pension Liability ^{Note 6}	0	3,542
Other Long-Term Liabilities	<u>23,045</u>	<u>19,159</u>
Total Other Long-Term Liabilities	<u>107,523</u>	<u>107,061</u>
TOTAL SHAREHOLDERS' EQUITY AND LIABILITIES	\$ <u>359,580</u>	\$ <u>354,168</u>

Notes to Balance Sheet

Note 1 (Restricted Cash) – At December 31, 2025, the balance of \$5.5 million represents a decrease of \$3.4 million from the end of 2024, mainly due to the variation in revenue and operating expense levels recognized for the year-to-date.

Note 2 (Accounts Receivable) – At December 31, 2025, the balance in Accounts Receivable increased approximately \$1.5 million from the year-end total at December 31, 2024 of \$8.8 million. Attributed to the year-over-year revenue increase, as previously discussed.

Note 3 (Other Current Assets) – At December 31, 2025, approximately \$1.0 million of this balance is comprised of prepaid property taxes, which will be expensed in the first quarter of 2026, relating to taxes paid in November and December of 2025 for the second half of the property tax year ended March 31, 2025.

Note 4 (Acquisition Premium) – In accordance with GAAP, the Acquisition Premium is being written-off over the 30-year life of the principal of the City Acquisition Debt. This amortization will continue until the full value of this asset is written off in January 2042.

Note 5 (Bonds, Notes and Mortgages) – At December 31, 2025, the balance in Bonds, Notes and Mortgages increased approximately \$7.9 million from the year-end total at December 31, 2024 of \$241.5 million. This is mainly attributed to additional financed amounts for capital projects which have been incurred for ongoing infrastructure replacement in conformity with the Company's key mission objectives.

Note 6 (Accrued Pension Liability) – During 2025, approximately \$1.5 million was contributed into the Pension Plan, while approximately \$1.3 million in benefit payments were made to participants, and approximately \$3.7 million of net investment gains were recorded, attributed to changes in market values.

Unaudited Cash Flow Statement

Cash Flow on a GAAP basis for the fourth quarter of 2025 as compared to the fourth quarter of 2024, and the year-to-date 2025 versus 2024, are as follows:

	(\$000's)			
	Quarter Ended		Year-to-Date	
	December 31, 2025	December 31, 2024	December 31, 2025	December 31, 2024
Operating Activities:				
Net Income (Loss)	\$ <u>153</u>	\$ <u>(7,260)</u>	\$ <u>(439)</u>	\$ <u>(8,162)</u>
Adjustments to Reconcile Net Income (Loss) to Net Cash Provided by Operating Activities:				
Depreciation and Amortization	2,471	2,181	9,961	9,519
Provision for Deferred Taxes	(1,759)	5,720	(1,321)	6,022
(Gain) on Disposition of Property	0	333	0	333
Other	(8)	(8)	(33)	(33)
Changes in Assets and Liabilities:				
(Increase) Decrease in Accounts Receivable	3,300	711	(1,496)	(287)
(Increase) Decrease in Inventory	59	(12)	32	(192)
(Increase) Decrease in Other Assets	(326)	653	197	1,952
Increase (Decrease) in Accounts Payable	(2,639)	241	(2,335)	902
Increase (Decrease) in Other Liabilities	<u>618</u>	<u>(51)</u>	<u>(971)</u>	<u>(314)</u>
Net Cash Provided by (Used in) Operating Activities	<u>1,869</u>	<u>2,508</u>	<u>3,595</u>	<u>9,740</u>
Investing Activities:				
Purchases of Property, Plant & Equipment, including the Debt Component of AFUDC	(5,384)	(5,116)	(12,595)	(15,362)
(Increase) Decrease in Restricted Cash/Investments	0	0	0	0
Proceeds from Sale of Property	0	0	0	0
Change in Deferred Land Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Net Cash Provided by (Used in) Investing Activities	<u>(5,384)</u>	<u>(5,116)</u>	<u>(12,595)</u>	<u>(15,362)</u>
Financing Activities:				
Borrowings (Repayments) on Line of Credit, Net	4,427	3,492	38	630
Payments on Long-term Debt	(1,414)	(1,346)	(7,835)	(7,406)
Contributions in Aid of Construction	15	15	870	47
Proceeds from Long-term Borrowings	1,086	1,936	16,480	11,643
Debt Issuance Costs	(18)	(17)	(582)	(407)
Dividends Paid	<u>(69)</u>	<u>(69)</u>	<u>(277)</u>	<u>(278)</u>
Net Cash Provided by (Used in) Financing Activities	<u>4,027</u>	<u>4,011</u>	<u>8,694</u>	<u>4,229</u>
Increase (Decrease) in Cash and Cash Equivalents	512	1,403	(306)	(1,393)
Cash and Cash Equivalents at Beginning of Period	<u>8,650</u>	<u>8,065</u>	<u>9,468</u>	<u>10,861</u>
Cash and Cash Equivalents at End of Period	\$ <u>9,162</u>	\$ <u>9,468</u>	\$ <u>9,162</u>	\$ <u>9,468</u>

Capital Expenditures

Capital expenditures in the fourth quarter of 2025 were \$4.8 million compared to \$5.8 million in the fourth quarter of 2024. For the year 2025, capital expenditures were \$11.9 million as compared to \$14.6 million in 2024.

The major expenditures for 2025 were as follows:

Chemical Feed Plant	\$2,189,862
Route 101A Boston Post Road Pennichuck Square	\$742,940
Farley Street Water Main Improvements	\$451,543
Radio Project	\$436,812

Rate Case Activity

Consolidated Rate Case & Merger of Subsidiaries–Pennichuck Water Works, Inc. (PWW), Pennichuck East Utilities, Inc. (PEU), and Pittsfield Aqueduct, Inc. (PAC)

On November 21, 2024, the Company’s regulated subsidiaries, Pennichuck Water (PWW), Pennichuck East Utilities (PEU), and Pittsfield Aqueduct (PAC) filed a joint petition with the NHPUC seeking approval of a consolidation of allowed water rates, inclusive of the water rates and revenues for each of the utilities. The proposed structure for the consolidated rates is the same as the current rate structure for PWW. Additionally, on December 15, 2024, PWW, PEU, and PAC filed a joint petition with the NHPUC seeking the approval of a merger of these three entities into one surviving entity, Pennichuck Water Works.

On January 28, 2025, the NHPUC issued Order No. 27,098 in docket DW 23-101 approving the Mergers and an associated consolidated tiered rate structure for all customers of PWW, PEU, and PAC as presented in the Settlement Agreement (the “NHPUC Mergers Order”). Prior to the issuance of the NHPUC Mergers Order, PWW, PEU, and PAC obtained approvals from the City of Nashua, lenders or contracting parties as necessary for the Mergers. This order became effective March 1, 2025.

Financing

Pennichuck Water Works

On April 25, 2025, the Company’s Pennichuck Water Works, Inc. subsidiary issued approximately \$9.5 million of tax-exempt and taxable bonds through the NH Business Finance Authority as reimbursement for its 2024 capital improvements in Pennichuck Water Work’s water supply, distribution, and support systems. The bond issuance was approved by the Pennichuck Board of Directors and the Sole Shareholder, as the fourth issuance under its multi-year bonding authority approved by these key stakeholders in 2020. This issuance had previously received NHPUC approval on Order No. 26,459, dated March 2, 2021, which authorized up to \$57.5 million in bonds via multiple issuances for the years 2021 – 2025.

On September 4, 2025, the Company's Pennichuck Water Works, Inc. subsidiary filed a petition with the NHPUC for approval and authority to issue up to \$99.0 million in aggregate principal amount of tax-exempt/taxable bonds and /or bond anticipation notes as part of its five-year plan of financing for 2026 through 2030. This would provide long-term financing for its QCPAC eligible projects during the years 2025 – 2029; as well as providing additional capacity to potentially refinance \$13.5 million of currently outstanding CoBank debt, which the Company had assumed after the approved merger of its Pennichuck East Utility and Pittsfield Aqueduct sister subsidiaries in the first quarter of 2025.

On February 5, 2026, the NHPUC issued Order No. 28,204 in docket DW 25-058 approving the issuance in aggregate principal amount of up to \$99.0 million in securities as part of a five-year plan of financing for the years 2026 – 2030.

Pennichuck Water Works – On October 21, 2025, Pennichuck Water Works filed a petition with the NHPUC for approval of financing to amend a NHDES PFAS Remediation Grant and Loan up to \$17.5 million, for upgrades to its Nashua Water Treatment Facility. The commission had previously authorized the Company to borrow up to \$11.4 million from this program to fund the design and construction of the project on November 20, 2024. However, due to higher than anticipated bids from pre-qualified contractors, the Company sought an amendment to the loan for an additional \$6.1 million to complete the project.

On February 5, 2026, the NHPUC issued Order No. 28,205 in docket DW 25-069 approving the amended PFAS Remediation Grant and Loan for up to \$17.5 million. This order became effective February 23, 2026.

Qualified Capital Project Adjustment Charge (QCPAC)

Pennichuck Water Works

On March 27, 2025, the NHPUC issued Order Nisi No. 28,121, approving a combined Pennichuck Water Works, Inc. and Pennichuck East Utility, Inc. QCPAC surcharge of 2.06% for all capital projects placed in service in 2023. This Order became effective with services rendered back to the April 24, 2024, bond and October 30, 2024, CoBank loan closing dates, which allowed for recovery in the form of a monthly recoupment surcharge. This is to be collected over a four-month period from the date of the Order.

On September 12, 2025, the NHPUC issued Order Nisi No. 28,180, approving a Pennichuck Water Works, Inc. QCPAC surcharge of 2.49% for all capital projects placed in service in 2024. This Order became effective with services rendered back to the April 29, 2025, bond closing date which allowed for recovery in the form of a monthly recoupment surcharge. This is to be collected over a three-month period from the date of the Order.

Other Events

PFOA Contamination Issues

The Company continues to work with the NHDES and the communities that the Company services as it relates to PFAS issues that are being addressed in southern NH. The Company is working closely with the NHDES and the Town of Hudson on an additional pipeline crossing of the Merrimack River. The pipeline will convey 100% of Hudson's current demand and future demand projections due to the PFAS contamination of their existing groundwater wells in Litchfield. In addition, the State of NH is requiring the pipeline to have sufficient capacity to support public water system expansions to address PFAS contamination of private wells in the south central region of NH. This project is funded by the State of NH and by the Town of Hudson.

The Town of Londonderry, NH continues to pursue public water system expansion outside of the Saint Gobain consent area. The water system expansion projects that Londonderry have identified and have funded will continue in 2026 and into 2027 and probably 2028. Separately from Londonderry, Saint Gobain is initiating the expansion of the public water system within the consent decree area of Londonderry. This expansion may take until 2029 to complete. All of these expansions are being funded by the State of NH, the Town of Londonderry, the Town of Hudson, and Saint Gobain in accordance with the Company's existing regulated tariffs.

As of March 26, 2026, the EPA has released a standard for PFAS Chemicals. The Company is working internally, to ensure compliance with those standards for water produced from all of our water systems including the Company's treatment facility in Nashua. Compliance will require additional capital projects to be completed related to treatment, which will or already has resulted in increased treatment costs.

Company Goals – 2026

The Company entered 2026 with the following strategic goals and initiatives that have been used to establish departmental strategies reflective of the desired functions and performance of the Company.

- Banking and Finance Assessments and Optimization Post Merger
- Water Operations: Operational Compliance and Performance Benchmarking
- Asset Management: System Advancement
- Environmental: Emergency Preparedness Vulnerability Assessment and Planning
- Human Resources: Organizational Development, Training, and Succession Planning
- Communications: External Affairs and Stakeholder Engagement
- Information Systems: Security, Data Structures and System Platforms

Sincerely,

John J. Boisvert
Chief Executive Officer

APPOINTMENTS BY THE MAYOR

May 26, 2026

Arts Commission

Michael McDowell (new appointment)
217 Main Street
Nashua, NH 3060

Term to expire: June 9, 2029

Greeley Park Advisory Committee

Stephanie Ballentine (re-appointment)
9 Bartlett Avenue
Nashua, NH 03064

Term to expire: June 13, 2029

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



RESOLUTION

AUTHORIZING DEED WAIVERS FOR CERTAIN PROPERTIES

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

WHEREAS, RSA 80:76 sets forth the procedure for conveying tax deeded properties to the City;

WHEREAS, pursuant to RSA 80:76 II the governing body may refuse to accept a deed when “acceptance would subject the municipality to potential liability as an owner of property under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq., RSA 147-A and 147-B, and any other federal or state environmental statute which imposes strict liability on owners for environmental impairment of the real estate involved;”

WHEREAS, pursuant to RSA 80:76 II-a, the governing body may refuse to accept a deed whenever in its judgment “acceptance and ownership of the real estate would subject the municipality to undesirable obligations or liability risks, including obligations under real estate covenants or obligations to tenants, or for any other reason would be contrary to the public interest. Such a decision shall not be made solely for the private benefit of a taxpayer;” and

WHEREAS, the City has identified properties eligible for tax deed, however, acceptance of ownership would not be in the City’s best interest.

NOW, THEREFORE, BE IT RESOLVED that the Tax Collector is hereby directed not to execute a tax deed on the properties listed in **Exhibit A** attached hereto; pursuant to RSA 80:76 III, the Board may revisit this decision at any time and may later direct the Tax Collector to issue a deed for the property subject to this directive.

This resolution shall take effect immediately upon its passage.

City of Nashua NH

2023 Tax Levy

Properties to be Waived for Tax Deed

DEED DATE: MAY 26, 2026

Exhibit A

Property Address	PID	Map/Lot/Block	Property Type	2025 Assessed Value	Total Outstanding Bal	Waiver Reason
7 Gary St - Rodgers	00001932	0000D/00107	Manufactured Home	115,600	\$ 8,871.97	Liability Risk
6 Valley Crest Ln - Jensens	00002350	0000D/00051	Manufactured Home	120,600	\$ 1,322.52	Liability Risk
11 Bangor St - Thornton	00004804	0000H/00031	Manufactured Home	204,400	\$ 11,586.93	Liability Risk
2-4 Faxon St	00005426	0009/00041	Multi-Family	562,900	\$ 26,460.94	Liability Risk
2 Faxon Ave	00005430	0009/00032	Land	23,800	\$ 1,816.75	Liability Risk
8 Meadow Ln - Jensens	00006756	0000D/00139	Manufactured Home	76,600	\$ 16,211.22	Liability Risk
17 Ridgefield Dr - Jensens	00009496	0000D/00051	Manufactured Home	73,600	\$ 1,622.43	Liability Risk
38 Farmwood Dr - Jensens	00010284	0000D/00051	Manufactured Home	83,800	\$ 15,230.83	Liability Risk
9 Eric Ave - Rodgers	00010856	0000D/00019	Manufactured Home	90,100	\$ 6,426.13	Liability Risk
10 Shawn Ave - Rodgers	00011860	0000D/00019	Manufactured Home	163,700	\$ 14,337.58	Liability Risk
16 Shawn Ave Rodgers	00012216	0000D/00019	Manufactured Home	76,300	\$ 22,939.63	Liability Risk
11 Leewood Trl - Jensens	00015244	0000D/00051	Manufactured Home	142,300	\$ 8,370.45	Liability Risk
19 Shadycrest Dr - Jensens	00017110	0000D/00051	Manufactured Home	116,200	\$ 7,774.03	Liability Risk
49 Chickie St - Pitarys	00018094	0000D/00063	Manufactured Home	143,700	\$ 53,221.38	Liability Risk
15 Birch Ridge Trl - Jensens	00019848	0000D/00139	Manufactured Home	270,900	\$ 20,482.23	Liability Risk
17 Perham St	00019966	0046/00005	Single Fam	380,900	\$ 98,104.30	Liability Risk
88 Linwood St	00022538	0103/00257	Single Fam	408,400	\$ 23,693.26	Liability Risk
515 West Hollis St	00024826	0000E/01381	Land	214,600	\$ 65,762.83	environmental impairment
8 Riverside Cir - Jensens	00025424	0000D/00139	Manufactured Home	106,900	\$ 6,916.11	Liability Risk
4 Stanwood Dr - Thornton	00028032	0000H/00031	Manufactured Home	124,900	\$ 1,780.58	Liability Risk
3 Sunrise Trl Jensens	00028734	0000D/00139	Manufactured Home	96,300	\$ 2,701.25	Liability Risk
29 Ferry Rd	00029698	0058/00007	Single Fam	388,400	\$ 18,824.36	Liability Risk
43 Ridgefield Dr Jensens	00033618	0000D/00051	Manufactured Home	70,100	\$ 7,462.51	Liability Risk
114 Pine St	00036266	0096/00047	Multi-Family	401,300	\$ 22,651.22	Liability Risk
17 Lunar Ln - Rodgers	00040496	0000C/00029	Manufactured Home	155,900	\$ 19,564.98	Liability Risk
9 Louisburg Sq U-6	00041195	0000A/00508	Condo	284,200	\$ 9,834.10	Undesirable Obligations
82 Stillwater Dr U-139	00044694	0000B/00019	Condo	411,300	\$ 15,053.84	Liability Risk
L White Oak Dr	00049560	0000H/00631	land	18,500	\$ 3,951.91	environmental impairment
L White Oak Dr	00049561	0000H/00631	land	18,000	\$ 3,837.63	environmental impairment
62 Tanglewood Dr	00049793	0000D/00533	Single Fam	1,159,900	\$ 455,186.15	Federal Litigation
8 Merrit Pkwy	00049658	0000C/02544	land	881,000	\$ 42,341.98	Liability Risk
L Broad St	00050327	0000F/01435	land	17,200	\$ 3,501.93	environmental impairment
L Normandy Way	00050401	0000F/01509	land	13,900	\$ 3,137.26	environmental impairment
25 Farmwood Dr	00051487	0000D/0051L	Manufactured Home	188,200	\$ 78,648.96	Liability Risk
25 Ridgefield Dr	00051958	0000D/00051L	Manufactured Home	296,500	\$ 17,083.15	Liability Risk
L RIVERTON AVE	00004558	0131/00061	land	12,700	\$ 1,067.73	Environmental impairment
L CAMP AVE	00004560	0131/00064	land	13,100	\$ 1,053.71	Environmental impairment
L CAMP AVE	00005470	0131/00067	land	31,700	\$ 2,262.10	Environmental impairment
L CAMP AVE	00010138	0131/00121	land	37,800	\$ 2,698.22	Environmental impairment

14 RIVERTON AVE	00011228	0131/00057	land	49,400	\$	3,407.55	Environmental impairment
L RIVERTON AVE	00014992	0131/00016	land	13,200	\$	1,058.20	Environmental impairment
L CAMP AVE	00017998	0131/00078	land	10,900	\$	909.84	Environmental impairment
L RIVERTON AVE	00021096	0131/00048	land	29,800	\$	2,176.21	Environmental impairment
L CAMP AVE	00021098	0131/00107	land	16,300	\$	1,260.00	Environmental impairment
L RIVERTON AVE	00025202	0131/00001	land	35,600	\$	2,512.36	Environmental impairment
L RIVERTON AVE	00030890	0131/00051	land	31,700	\$	2,301.60	Environmental impairment
L RIVERTON AVE	00030892	0131/00008	land	31,700	\$	2,301.60	Environmental impairment
L RIVERTON AVE	00033754	0131/00055	land	12,700	\$	1,028.23	Environmental impairment
L CAMP AVE	00050204	0131/00126	land	14,100	\$	1,118.66	Environmental impairment
L CAMP AVE	00050205	0131/00077	land	12,700	\$	1,028.23	Environmental impairment
L CAMP AVE	00050206	0131/00112	land	15,400	\$	1,202.09	Environmental impairment
L RIVERTON AVE	00051213	0131/00056	land	12,700	\$	1,028.23	Environmental impairment
L RIVERTON AVE	00051214	0131/00002	land	38,100	\$	2,677.25	Environmental impairment
L RIVERTON AVE	00051215	0131/00003	land	38,100	\$	2,677.25	Environmental impairment
L RIVERTON AVE	00051216	0131/00004	land	38,100	\$	2,677.25	Environmental impairment
L RIVERTON AVE	00051217	0131/00005	land	38,100	\$	2,677.25	Environmental impairment
L RIVERTON AVE	00051218	0131/00006	land	38,100	\$	2,677.25	Environmental impairment
128 EAST GLENWOOD ST	00051219	0131/00007	land	75,600	\$	5,225.38	Environmental impairment
L CAMP AVE	00051220	0131/00079	land	11,900	\$	974.79	Environmental impairment
L RIVERTON AVE	00051221	0131/00017	land	12,200	\$	995.77	Environmental impairment
L RIVERTON AVE	00051222	0131/00018	land	12,000	\$	981.78	Environmental impairment
L RIVERTON AVE	00051223	0131/00019	land	11,900	\$	974.79	Environmental impairment
L RIVERTON AVE	00051224	0131/00020	land	11,700	\$	963.30	Environmental impairment
L RIVERTON AVE	00051225	0131/00021	land	11,700	\$	960.80	Environmental impairment
L RIVERTON AVE	00051226	0131/00022	land	11,500	\$	949.32	Environmental impairment
L RIVERTON AVE	00051227	0131/00023	land	11,500	\$	949.32	Environmental impairment
L RIVERTON AVE	00051228	0131/00024	land	11,500	\$	949.32	Environmental impairment
L RIVERTON AVE	00051229	0131/00025	land	11,600	\$	956.31	Environmental impairment
L RIVERTON AVE	00051230	0131/00026	land	11,600	\$	956.31	Environmental impairment
L RIVERTON AVE	00051231	0131/00027	land	11,700	\$	963.30	Environmental impairment
L RIVERTON AVE	00051232	0131/00009	land	31,700	\$	2,301.60	Environmental impairment
L RIVERTON AVE	00051233	0131/00010	land	31,700	\$	2,301.60	Environmental impairment
L RIVERTON AVE	00051234	0131/00011	land	31,700	\$	2,301.60	Environmental impairment
L RIVERTON AVE	00051235	0131/00012	land	31,900	\$	2,273.60	Environmental impairment
L RIVERTON AVE	00051236	0131/00013	land	12,800	\$	1,035.23	Environmental impairment
L RIVERTON AVE	00051237	0131/00014	land	10,800	\$	902.83	Environmental impairment
L RIVERTON AVE	00051238	0131/00015	land	12,100	\$	988.77	Environmental impairment
L RIVERTON AVE	00051239	0131/00052	land	31,700	\$	2,262.10	Environmental impairment
L RIVERTON AVE	00051240	0131/00053	land	12,700	\$	1,028.23	Environmental impairment
L RIVERTON AVE	00051241	0131/00054	land	12,700	\$	1,028.23	Environmental impairment
L CAMP AVE	00051242	0131/00122	land	37,500	\$	1,875.72	Environmental impairment
L CAMP AVE	00051243	0131/00123	land	36,900	\$	3,306.41	Environmental impairment
L CAMP AVE	00051244	0131/00125	land	14,200	\$	1,489.86	Environmental impairment
L RIVERTON AVE	00051246	0131/00063	land	12,600	\$	1,021.24	Environmental impairment
L CAMP AVE	00051247	0131/00065	land	12,700	\$	1,028.23	Environmental impairment
L CAMP AVE	00051248	0131/00066	land	12,700	\$	1,028.23	Environmental impairment
L CAMP AVE	00051249	0131/00127	land	14,800	\$	1,165.11	Environmental impairment
L CAMP AVE	00051250	0131/00068	land	31,700	\$	2,262.10	Environmental impairment
L CAMP AVE	00051251	0131/00069	land	31,700	\$	2,262.10	Environmental impairment

L CAMP AVE	00051252	0131/00070	land	31,700	\$ 2,262.10	Environmental impairment
L CAMP AVE	00051253	0131/00108	land	16,300	\$ 1,260.00	Environmental impairment
L CAMP AVE	00051254	0131/00109	land	16,300	\$ 1,260.00	Environmental impairment
L CAMP AVE	00051255	0131/00110	land	16,300	\$ 1,260.00	Environmental impairment
L CAMP AVE	00051256	0131/00111	land	16,300	\$ 1,260.00	Environmental impairment
L CAMP AVE	00051257	0131/00113	land	17,000	\$ 1,303.99	Environmental impairment
L CAMP AVE	00051258	0131/00114	land	15,800	\$ 1,227.56	Environmental impairment
L CAMP AVE	00051259	0131/00115	land	39,400	\$ 2,760.66	Environmental impairment
L CAMP AVE	00051260	0131/00116	land	39,200	\$ 2,749.15	Environmental impairment
L CAMP AVE	00051261	0131/00117	land	38,900	\$ 2,728.17	Environmental impairment
L CAMP AVE	00051262	0131/00118	land	38,700	\$ 2,716.71	Environmental impairment
L CAMP AVE	00051263	0131/00119	land	38,500	\$ 2,702.20	Environmental impairment
L CAMP AVE	00051264	0131/00120	land	38,200	\$ 2,684.23	Environmental impairment
L RIVERTON AVE	00051265	0131/00049	land	16,800	\$ 1,292.46	Environmental impairment
L RIVERTON AVE	00051266	0131/00050	land	31,700	\$ 2,262.10	Environmental impairment

I

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-037

PURPOSE:

Authorizing deed waivers for certain properties

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Committee on Infrastructure

FISCAL NOTE:

None.

ANALYSIS

This legislation authorizes deed waivers for certain properties. When a tax deed is waived, “the tax lien shall remain in effect indefinitely, retaining its priority over other liens. The taxpayer’s right of redemption as provided by RSA 80:69 shall likewise be extended indefinitely, with interest continuing to accrue as provided in that section. ... If at any time, in the judgment of the municipal governing body, the reasons for refusing the tax deed no longer apply, and the tax lien has not been satisfied, the governing body may instruct the collector to issue the tax deed, and the collector shall do so after giving the notices required by RSA 80:77 and 80:77-a.” RSA 80:76 III.

Approved as to form:

Office of Corporation Counsel

By: /s/ Celia K. Leonard

Date: May 20, 2026



RESOLUTION

AUTHORIZING THE CONVEYANCE OF DISCONTINUED PORTIONS OF MAJOR DRIVE AND SPALDING STREET

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to convey the City's right, title and interest, if any, subject to any restrictions and easements of record to Nashua Housing and Redevelopment Authority, in discontinued portions of Major Drive and Spalding Street by deed substantially in the form of the attached

RESOLVED FURTHER, that the consideration for the conveyance is the fees for recording the deed, including any transfer tax due.

Return to:

Grantor: City of Nashua

Grantee: Nashua Housing and Redevelopment Authority

DEED WITHOUT COVENANTS

KNOW ALL BY THESE PRESENTS, that, the **City of Nashua**, a New Hampshire municipal corporation, of 229 Main Street, Nashua, County of Hillsborough, State of New Hampshire 03049, for consideration paid, grants to **Nashua Housing and Redevelopment Authority**, a New Hampshire municipal housing authority under RSA Chapter 203, having a mailing address of 40 East Pearl Street, Nashua, County of Hillsborough, State of New Hampshire 03049, with **WITHOUT COVENANTS OR WARRANTIES**,

Any and all interests of the Grantor in those certain tracts of land or premises located in the City of Nashua, County of Hillsborough, State of New Hampshire, formerly known as "Major Drive" and "Spalding Street", as shown on a certain plan of land entitled "Street Discontinuance/ Consolidation/ Subdivision Plan – Master Sheet (Map 11, Lots 2, 3, 18, 154 & 160) Burke Street, Spalding Street, Major Drive & Vagge Drive Nashua, New Hampshire" prepared for Nashua Housing and Redevelopment Authority & Tremont Development Partners, LLC, dated June 14, 2024 and recorded as Plan # 42635 at the Hillsborough County Registry of Deeds, now discontinued by vote of the Board of Aldermen of the City of Nashua on October 14, 2025, as recorded at Book 9910 Page 1672 and Book 9911 Page 2059 of Hillsborough County Registry of Deeds, being more particularly bounded and described as follows:

MAJOR DRIVE:

BEGINNING AT A POINT ON THE SOUTH SIDE OF BURKE STREET AT THE NORTHEAST CORNER OF MAJOR DRIVE AND LAND OF RAFAEL B. AND KAYLA S. GUTIERREZ; THENCE

S 01° 04' 57" E BY SAID SIDELINE AND LAND OF GUTIERREZ, A DISTANCE OF 97.50 FEET TO A POINT; THENCE

S 07° 17' 29" E BY SAID SIDELINE A DISTANCE OF 83.00 FEET TO A POINT;
THENCE

S 17° 18' 16" E BY SAID SIDELINE A DISTANCE OF 216.00 FEET TO A POINT;
THENCE

SOUTHERLY BY A CURVE TO THE RIGHT HAVING A RADIUS OF 227.50 FEET,
A DELTA ANGLE OF 149° 30' 00" AND AN ARC LENGTH OF 593.61 FEET TO A POINT
AT THE EASTERLY END OF SPALDING STREET; THENCE;

NORTHERLY BY SAID SPALDING STREET AND A CURVE TO THE RIGHT
HAVING A RADIUS OF 227.50 FEET, A DELTA ANGLE OF 60° 00' 00" AND AN ARC
LENGTH OF 238.24 FEET TO A POINT AT THE WESTERLY SIDELINE OF MAJOR
DRIVE; THENCE

NORTHERLY BY SAID SIDELINE AND A CURVE TO THE LEFT HAVING A
RADIUS OF 177.50 FEET, A DELTA ANGLE OF 10° 00' 00" AND AN ARC LENGTH OF
30.98 FEET TO A POINT; THENCE

S 02° 11' 44" W BY SAID SIDELINE, A DISTANCE OF 353.66 FEET TO A POINT;
THENCE

NORTHWESTERLY BY SAID SIDELINE AND A CURVE TO THE LEFT HAVING A
RADIUS OF 14.20 FEET, A DELTA ANGLE OF 93° 16' 41" AND AN ARC LENGTH OF
23.12 FEET TO A POINT AT THE SOUTHERLY SIDELINE OF BURKE STREET; THENCE

N 88° 55' 03" E BY SAID SIDELINE OF BURKE STREET A DISTANCE OF 78.53
FEET TO A POINT ON THE EASTERLY SIDELINE OF MAJOR DRIVE; THENCE

SOUTHWESTERLY BY SAID SIDELINE AND A CURVE TO THE LEFT HAVING A
RADIUS OF 14.20 FEET, A DELTA ANGLE OF 86° 43' 19" AND AN ARC LENGTH OF
21.49 FEET TO A POINT; THENCE

N 02° 11' 44" E BY SAID SIDELINE, A DISTANCE OF 358.15 FEET TO A POINT;
THENCE

SOUTHWESTERLY BY SAID SIDELINE AND A CURVE TO THE RIGHT HAVING A
RADIUS OF 227.50 FEET, A DELTA ANGLE OF 10° 00' 00" AND AN ARC LENGTH OF
39.71 FEET TO A POINT; THENCE

SOUTHEASTERLY BY SAID SIDELINE AND A CURVE TO THE LEFT HAVING A
RADIUS OF 177.50 FEET, A DELTA ANGLE OF 209° 30' 00" AND AN ARC LENGTH OF
649.02 FEET TO A POINT; THENCE

N 17° 18' 16" W BY SAID SIDELINE, A DISTANCE OF 220.38 FEET TO A POINT;
THENCE

N 07° 17' 29" W BY SAID SIDELINE, A DISTANCE OF 90.09 FEET TO A POINT;
THENCE

N 01° 04' 57" W BY SAID SIDELINE, A DISTANCE OF 100.21 FEET TO A POINT ON THE SOUTHERLY SIDELINE F BURKE STREET; THENCE

N 88° 55' 03" E BY SAID SIDELINE OF BURKE STREET A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SPALDING STREET:

A CERTAIN STREET LOCATED IN THE CITY OF NASHUA, COUNTY OF HILLSBOROUGH, STATE OF NEW HAMPSHIRE, SITUATED ON THE EASTERLY SIDE OF INGALLS STREET AND KNOWN AS SPALDING STREET AS SHOWN ON PLAN "STREET DISCONTINUANCE/CONSOLIDATION/SUBDIVISION PLAN, BURKE STREET, SPALDING STREET, MAJOR DRIVE & VAGGE DRIVE, NASHUA, NEW HAMPSHIRE, BY HAYNER/SWANSON, INC. DATED: JUNE 14, 2024. DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDELINE OF INGALLS STREET AT THE SOUTH WEST CORNER OF SPALDING STREET; THENCE

N 04° 11' 57" E BY SAID SIDELINE OF INGALLS STREET, A DISTANCE OF 80.00 FEET TO A POINT; THENCE

SOUTHEASTERLY BY THE SIDELINE OF SPALDING STREET AND A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 90° 00' 13" AND AN ARC LENGTH OF 23.56 FEET TO A POINT; THENCE;

S 85° 48' 16" E BY SAID SIDELINE, A DISTANCE OF 120.51 FEET TO A POINT; THENCE

NORTHEASTERLY BY SAID SIDELINE AND A CURVE TO THE LEFT HAVING A RADIUS OF 177.50 FEET, A DELTA ANGLE OF 82° 00' 00" AND AN ARC LENGTH OF 254.03 FEET TO A POINT AT THE WESTERLY SIDELINE OF MAJOR DRIVE; THENCE

SOUTHEASTERLY BY SAID SIDELINE AND A CURVE TO THE LEFT HAVING A RADIUS OF 227.50 FEET, A DELTA ANGLE OF 60° 00' 00" AND AN ARC LENGTH OF 238.24 FEET TO A POINT; THENCE

NORTHWESTERLY BY SAID SIDELINE OF SPALDING STREET AND A CURVE TO THE LEFT HAVING A RADIUS OF 177.50 FEET, A DELTA ANGLE OF 60° 00' 00" AND AN ARC LENGTH OF 185.88 FEET TO A POINT; THENCE

WESTERLY BY SAID SIDELINE AND A CURVE TO THE RIGHT HAVING A RADIUS OF 227.50 FEET, A DELTA ANGLE OF 22° 00' 00" AND AN ARC LENGTH OF 87.35 FEET TO A POINT; THENCE

N 85° 48' 16" W BY SAID SIDELINE, A DISTANCE OF 120.52 FEET TO A POINT;
THENCE

SOUTHWESTERLY BY SAID SIDELINE AND A CURVE TO THE LEFT HAVING
A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 89° 59' 47" AND AN ARC LENGTH OF
23.56 FEET TO THE POINT OF BEGINNING.

The within conveyance is subject to, and Grantor specifically reserves its rights to existing
easements as to the above-described premises, including but not limited to, the Drainage
Easement Deed recorded at Book 9909 Page 1850 of the Hillsborough County Registry of
Deeds.

Grantor and Grantee are exempt from real estate transfer tax pursuant to RSA 78-B:2, I. See also
NH Admin Code Rev 802.03(b).

The within deed is authorized by Resolution #R-26-038 _____ of the Board of Alderman
of the City of Nashua passed on _____ -.

WITNESS my hand this ____ day of _____, 2026.

CITY OF NASHUA

Witness

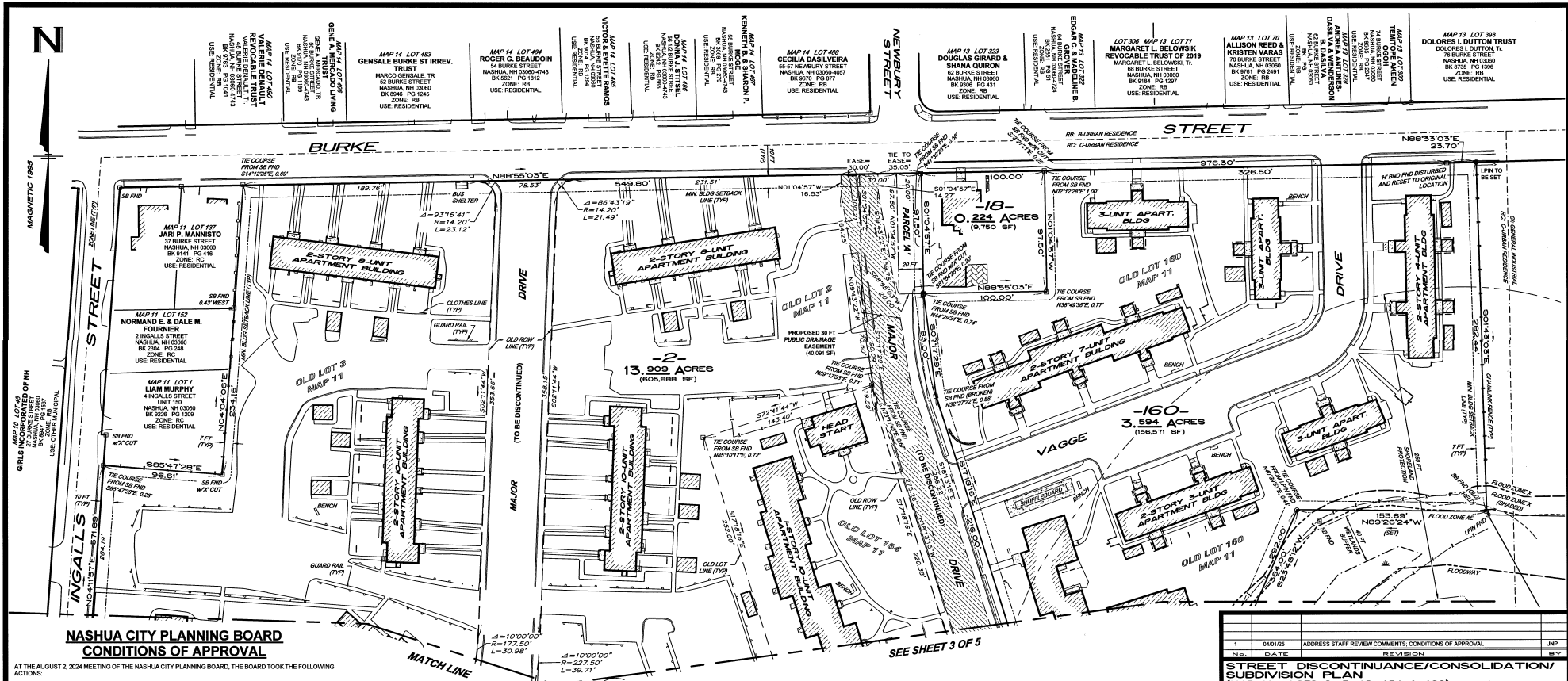
By: James W. Donchess
Mayor of the City of Nashua, NH

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this ____ day of _____, 2026, before me, the undersigned officer, personally
appeared James W. Donchess, the Mayor of the City of Nashua, New Hampshire known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that she signed the foregoing for the purpose therein contained.

Before me:

Notary Public/Justice of the Peace
My Commission Expires:



NASHUA CITY PLANNING BOARD CONDITIONS OF APPROVAL

AT THE AUGUST 2, 2024 MEETING OF THE NASHUA CITY PLANNING BOARD, THE BOARD TOOK THE FOLLOWING ACTIONS:

1. GRANTED A WAIVER FROM §190-262 (b) TO WAIVE THE REQUIREMENT TO SHOW PHYSICAL LAND FEATURES WITHIN 1,000 FEET OF THE SUBDIVISION BOUNDARY, UTILIZING THE CRITERIA FROM RSA 643:30(III), RSA 643:40(III), AND §190-148.D. FINDING THAT (1) STRICT CONFORMITY WOULD POSE AN UNNECESSARY BURDEN TO THE APPLICANT AND THE WAIVER WOULD NOT BE CONTRARY TO THE SPIRIT AND INTENT OF THE REGULATIONS, AND (2) SPECIFIC CIRCUMSTANCES, OR CONDITIONS OF THE LAND, INDICATE THAT THE WAIVER WILL PROPERLY CARRY OUT THE SPIRIT AND INTENT OF THE REGULATIONS.
2. GRANTED CONDITIONAL SUBDIVISION APPROVAL FOR THE THREE LOT SUBDIVISION 101 MAJOR DRIVE, FINDING THAT THE SUBDIVISION MEETS THE APPROVAL CRITERIA UNDER §190-136.I, AND THAT SUCH CONDITIONAL APPROVAL INCLUDE THE FOLLOWING CONDITIONS PRECEDENT AND SUBSEQUENT PRECEDENT CONDITIONS - TO BE FULFILLED WITHIN ONE YEAR AND PRIOR TO SIGNATURE OF THE FINAL PLAT BY THE PLANNING BOARD CHAIR, UNLESS OTHERWISE SPECIFIED:
 - A. ALL TECHNICAL REVIEW COMMENTS NOTED IN THE STAFF REPORT DATED AUGUST 1, 2024, SHALL BE ADDRESSED TO THE SATISFACTION OF THE PLANNING DEPARTMENT.
 - B. ALL "WAYWARD HOMES - MAJOR DRIVE" COMMENTS IN THE MEMO DATED: 7/1/2024 TECH REVIEW NOTES SHALL BE ADDRESSED TO THE SATISFACTION OF THE FIRE MARSHAL DIVISION.
 - C. ANY WAIVERS GRANTED SHALL BE LISTED ON THE PLAN. SHOULD ANY WAIVERS BE DENIED, THE PLAN MUST BE REVISED IN ORDER TO COMPLY WITH THE APPLICABLE SITE PLAN REGULATIONS.
 - D. ALL CONDITIONS FROM THE PLANNING BOARD DECISION LETTER WILL BE ADDED TO THE PLAN.
 - E. A LICENSED LAND SURVEYOR, OR PROFESSIONAL ENGINEER SHALL SEAL AND SIGN THE PLAN SET. THE SEAL AND SIGNATURE OF A LICENSED LAND SURVEYOR SHALL APPEAR ON ANY PLAN SHEET WHICH DEPICTS WETLANDS OR WETLAND BUFFERS.
 - F. IF LOTS 2 AND 160 WILL BE HELD IN COMMON OWNERSHIP, AN AGREEMENT TO CONVEY EASEMENT SHALL BE SUBMITTED FOR STAFF REVIEW AND APPROVAL. THE AGREEMENT SHALL BE RECORDED, WITH REFERENCE TO THE RECORDED SUBDIVISION PLAN NUMBER, PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY.
 - G. IF LOTS 2 AND 160 WILL BE SEPARATELY OWNED, ALL NECESSARY CROSS-ACCESS AND UTILITY EASEMENTS WILL BE SUBMITTED FOR STAFF REVIEW AND APPROVAL. THESE EASEMENTS SHALL BE RECORDED, WITH REFERENCE TO THE RECORDED SUBDIVISION PLAN NUMBER, PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY.
 - H. PRIOR TO THE RECORDING OF THE PLAN, MAJOR DRIVE SHALL BE DISCONTINUED AND A NOTE SHALL BE ADDED TO THE PLAN TO THE EFFECT THAT THE DISCONTINUATION RESOLUTION WAS APPROVED BY THE BOARD OF ALDERMEN.
 - I. PRIOR TO THE RECORDING OF THE PLAN, THE EXISTING LOTS SHALL BE CONSOLIDATED VIA A VOLUNTARY MERGER APPLICATION TO BE FILED WITH THE CITY PLANNING DEPARTMENT.
 - J. THE CONDITIONAL APPROVAL SHALL BE CONSIDERED FINAL UNDER CERTIFICATION BY THE PLANNING MANAGER THAT THE APPLICANT HAS SATISFIED THE ABOVE LISTED PRECEDENT CONDITIONS OF APPROVAL.

SUBSEQUENT CONDITIONS - TO BE FULFILLED AS SPECIFIED:

- A. PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, MONUMENTS DELINEATING BOUNDARY LINES SHALL BE SET.

EASEMENTS RIGHTS AND RESTRICTIONS:

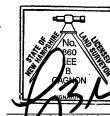
1. EASEMENTS, RIGHTS AND RESTRICTIONS LISTED OR DEPICTED ON THIS PLAN ARE THOSE THAT WERE FOUND AT THE RECORDING OF DEEDS FOR THE PURPOSES OF THE DETERMINATION AND LOCATION OF THE PROPERTY LINES OF THE SURVEYED PREMISES. EASEMENTS, RIGHTS AND RESTRICTIONS INCLUDING BUT NOT LIMITED TO UNLAWFUL WORKS MAY AFFECT THE PROPERTY. THE SURVEYOR MAKES NO GUARANTEE TO TITLE, RIGHTS OR OWNERSHIP OF PROPERTY.
2. MAJOR DRIVE LAYOUT ON JULY 12, 1949 TO BE A 50 FT WIDE PUBLIC RIGHT OF WAY AS DEFINED IN BK. 2 PAGE 87 OF THE CITY OF NASHUA ROAD LAYOUT BOOKS AND AS DEPICTED ON PLAN AND PROFILE. MAJOR DRIVE, NASHUA NH, DATED JANUARY 1949 CITY PLAN No. 408.
3. INGALLS STREET: LAID OUT TO BE 2 ROADS WIDE ON DECEMBER OF 1877 BK. 2 PAGE 88 OF THE NASHUA BOOKS OF RECORDS. IT APPEARS TO HAVE BEEN WIDENED FROM 33 FEET TO 36.5 FEET AS REFERENCED IN BK. 128 PG. 116 IN A DEED FROM NASHUA HOUSING AUTHORITY TO PAUL CLIFFORD WHICH REFERS TO THE "NEW EASTERLY LINE OF INGALLS STREET". ALSO INDICATED BY A PLAN AND PROFILE OF SPALDING STREET CITY OF NASHUA 1948 CITY PLAN No. 465 WHICH DEPICTS A 36.5 FOOT WIDE ROW. SEE ALSO PLAN OF NASHUA SEWERS IN STREET 1922 CITY PLAN No. 916. THE WIDENING APPEARS TO HAVE BEEN ALONG THE CITY LAND AS OWNED BY THE NASHUA HOUSING AUTHORITY. NOT LAYOUT WAS FOUND FOR THIS CHANGE OF STREET LINE.
4. SPALDING STREET: LAID OUT TO BE 90 FOOT WIDE AS DESCRIBED IN BK. 2 PAGE 89 OF THE CITY LAYOUT BOOKS AND AS DEPICTED ON CITY PLAN No. 408 ACCEPTANCE PLAN.
5. BURKE STREET: LAID OUT TO BE 3 ROADS WIDE IN APRIL 1863.
6. THE SURVEYED PREMISES IS SUBJECT TO A NEW ENGLAND TELEPHONE AND TELEGRAPH EASEMENT AS DEFINED IN BK. 3180 PG. 918 AND RECORDED AT THE HILLSBOROUGH COUNTY SURVEY OF DEEDS.
7. RESTRICTIONS AS DEFINED IN BK. 1488 PG. 75 AND AS MODIFIED IN BK. 1997 PG. 106 AND BK. 1999 PG. 150 IN WHICH AFFECT LOTS 11-150 AND 11-157 AS IMPOSED BY NASHUA HOUSING AUTHORITY.

CERTIFICATION

I HEREBY CERTIFY, TO MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THIS PLAN SHOWS THE RESULTS OF AN ON THE GROUND "STANDARD PROPERTY SURVEY" AND THAT SAID SURVEY MEETS THE MINIMUM PRECISION AND/OR ACCURACY MEASUREMENTS FOR SURVEY CLASSIFICATION "U" (URBAN) AS SET FORTH IN TABLE 500.1 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS ADOPTED 08/29/01, EFFECTIVE 01/01/02.

I FURTHER CERTIFY THAT THIS PLAN IS THE RESULT OF AN ACTUAL FIELD SURVEY MADE ON THE GROUND AND HAS A MAXIMUM ERROR OF CLOSURE OF ONE PART IN FIFTY THOUSAND ON ALL PROPERTY LINES WITHIN AND BORDERING THE SUBJECT PROPERTY.

6/19/25 DATE



No.	DATE	ADDRESS STAFF REVIEW COMMENTS, CONDITIONS OF APPROVAL	REV
1	04/01/25		NP

**STREET DISCONTINUANCE/CONSOLIDATION/
SUBDIVISION PLAN**
(MAP 11, LOTS 2, 3, 18, 154 & 160)
**BURKE STREET, SPALDING STREET,
MAJOR DRIVE & VAGGE DRIVE**
NASHUA, NEW HAMPSHIRE
PREPARED FOR:
**Nashua Housing and Redevelopment Authority
& Tremont Development Partners, LLC**
11 BEACON ST., SUITE 325 BOSTON, MASSACHUSETTS 02108 (617) 842-0600
RECORD OWNERS:
Nashua Housing and Redevelopment Authority
40 EAST PEARL STREET NASHUA, NH 03060 (603) 883-5661
and **Rafael B. & Kayla S. Gutierrez**
73 BURKE STREET NASHUA, NEW HAMPSHIRE 03060-3651

0 40 80 120 160 FEET
SCALE: 1"=40 Feet
1"=12.192 Meters

14 JUNE 2024

FSI Hayner/Swanson, Inc.
Civil Engineer/Land Surveyor
131 Middlesex Turnpike
Nashua, NH 03062
(603) 883-2057
www.haynerswanson.com

FELD BOOK: 1278 DRAWING NAME: 5857JB-B-FS41 5857 2 OF 5
DRAWING LOC: A:\5000\5857\DWG\5857JB.B

PL #42635 #2 of 3 DWR #194

LEGISLATIVE YEAR 2026

RESOLUTION: **R-26-038**

PURPOSE: **Authoring the Conveyance of Discontinued Portions of Major Drive and Spalding Street**

ENDORSERS: **Mayor Jim Donchess**

COMMITTEE **Committee on Infrastructure**
ASSIGNMENT:

FISCAL NOTE: **None.**

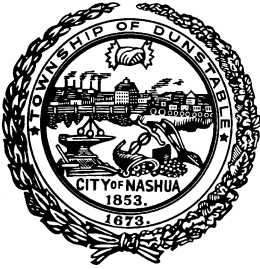
ANALYSIS

Pursuant to the procedures in NRO §285-25 “Conveyance of title of discontinued streets,” this resolution authorizes the conveyance of discontinued portions of Major Drive and Spalding Street. Upon receipt of the consideration, the Office of Corporation Counsel will record the deed.

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

By: /s/ Celia K. Leonard

Date: May 20, 2026



RESOLUTION

DISCONTINUING ELEVEN EXPENDABLE TRUST 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 following private and public Expendable Trust Funds, which are non-active, have been fully expended, and have no remaining balance, be discontinued:

- 7062 ENERGY EFFICIENCY FUND (R-12-084)
- 7525 CHARLOTTE O HARRIS FUND (HARRIS WILL)
- 7533 ECON DEVELOP-HIGH TECH EXPO (R-07-178)
- 7534 LIBRARY-CHANDLER MEM LIB FUND (CYPRES DATED 12/11/2006)
COURT ORDER #2006-1418
- 7542 LIBRARY-BERTHA HICKEY (BERTHA HICKEY WILL)
- 7543 LIBRARY-JESSIE C LOCKE (JESSIE LOCKE WILL)
- 7566 SCHOOL TECHNOLOGY FUND
- 7572 JEFF MORIN FIELDS AT ROBY PARK (DIRECTIVE NH CHARITABLE
FOUNDATION)
- 7578 PW-SIDEWALK-SOMERSET PLAZA (R-14-100)
- 7581 NE BLVD SIDEWALKS/ BIKE TRAIL (R-17-109)
- 8400 AGENCY-BPW ESCROW DEPOSIT

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-039

PURPOSE:

Discontinuing eleven expendable trust funds

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Budget Review Committee

FISCAL NOTE:

No fiscal impact. The eleven listed funds all have a zero balance.

ANALYSIS

This resolution discontinues the eleven non-active private or public funded Expendable Trust Funds listed in the resolution.

State law permits these funds to be revoked / discontinued. See RSA 31:19-a and RSA 34:11-a. A public hearing should be held, and the public notice of such hearing shall include a statement distinctly stating the reasons for which the funds are to be discontinued.

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

Financial Services Division

By: /s/ Dawn K Enwright

Approved as to form:

Office of Corporation Counsel

By: 

Date: 20 May 2026



RESOLUTION

**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**

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED by the Board of Aldermen of the City of Nashua that the cost items of the attached sidebars between the Board of Police Commissioners and the Police Supervisors Association NEBPA Local 25 are approved:

1. Regarding Article 10: Vacation
2. Regarding Article 18: Sick Leave
3. Regarding Article 21: Personal Days

The sidebar agreements will go into effect starting on August 1, 2026.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-040

PURPOSE:

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

ENDORSER(S):

**Alderman-at-Large Lori Wilshire
Alderman Richard A. Dowd**

**COMMITTEE
ASSIGNMENT:**

Budget Review Committee

FISCAL NOTE:

Cost Analysis: the financial impact of these three Supervisors Sidebars regarding vacation, sick leave and personal days has a de minimus effect on potential financial outlay.

ANALYSIS

This resolution approves the cost items of three sidebar agreements between the Board of Police Commissioners and the Police Supervisors Association NEPBA Local 25, changing language in the Vacation, Sick Leave, and Personal Days articles.

The sidebars will go into effect on August 1, 2026. The board of aldermen must vote whether or not to approve the cost items of these sidebars within thirty days of receipt. RSA 273-A:3 II (c).

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

Financial Services Division

By: /s/Dawn K. Enwright

Approved as to form:

Office of Corporation Counsel

By: Dorothy Clarke

Date: 21 May 2026

SIDEBAR TO COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA POLICE COMMISSION AND

THE NASHUA POLICE SUPERVISORS ASSOCIATION

NEPBA LOCAL 25

The Nashua Police Commission and the Nashua Police Supervisors Association NEPBA Local 25 are parties to a collective bargaining agreement ("CBA") dated July 1, 2023 through June 30, 2027. The parties wish to amend a portion of the CBA by deleting the struck-through language and adding the following new underlined language as shown below:

ARTICLE 10: VACATION

Maximum Amount Taken During a Calendar Year:

During a calendar year, members are limited to taking their annual amount of accrued vacation leave, as specified under paragraph "Accrual Rates" above. An employee, in their final year of employment, will be entitled to use ~~the amount of vacation time available in their current vacation balance with no cap.~~ up to forty (40) days of vacation from their accrued vacation bank in addition to their yearly accrued vacation.

Maximum Combined Accrual Amount (Vacation and Sick):

An employee shall be allowed to accrue an unlimited amount of vacation days and sick time. Upon retirement with twenty (20) years of service with the Department or within the New Hampshire Retirement System as required by statute, the employee will be paid the cash value in one lump sum (less appropriate withholding) for up to 160 days of their combined accrued vacation and sick time. Employees may accrue any combination of vacation days and sick time with the payout of the combined time being a maximum of 160 days. Any accrued time over 160 days will be forfeited. The calculation of accrued time upon separation or retirement, will first consider accrued vacation time and the remaining balance will be made up of sick time. If an employee separates from the Department prior to retirement with twenty (20) years of service the maximum payout they may receive is 40 work days of vacation. Should an employee die while employed by the Department, earned but unused vacation up to forty (40) days shall be paid to their estate.

~~An employee shall be allowed to accrue a maximum of forty (40) work days of vacation. The cash value of such accrued vacation shall be paid in one lump sum (less appropriate withholding) at retirement or separation from the Department. Should an employee die while employed by the Department, earned but unused vacation shall be paid to their estate.~~ Effective July 1, 2016, employees may elect to receive a cash value payment of up to eighty (80) hours of unused vacation time per calendar year. Such election shall be made prior to December 1st of each year and such payment shall be made in one lump sum (less appropriate withholding) during the last pay period of the calendar year. Such elections may not exceed forty (40) work days during that individual's term of employment with the Nashua Police Department and any such election will reduce that individual's maximum permitted combined (vacation days and sick time) accrual amount by an equal amount of days at time of retirement or separation from the department. A maximum of 800 hours shall be paid out during a fiscal year to all eligible members who elect to receive a cash value payment prior to retirement or separation under this provision.

Loss of Accrual Amounts:

~~Employees shall not accrue more than forty (40) work days of vacation. Any vacation time accrued in excess of forty (40) work days shall be forfeited.~~

Employees at the time of retirement with 20 years of service with the department or within the NH Retirement System as required by statute, will forfeit any time (combined vacation days and sick time) over 160 days.

The remainder of Article 10 remains unchanged. This sidebar agreement will go into effect August 1, 2026.

Nashua Police Supervisors Association:

Date: _____

Nashua Police Commission:

Date: _____

SIDEBAR TO COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA POLICE COMMISSION AND

**THE NASHUA POLICE SUPERVISORS ASSOCIATION
NEPBA LOCAL 25**

The Nashua Police Commission and the Nashua Police Supervisors Association NEPBA Local 25 are parties to a collective bargaining agreement ("CBA") dated July 1, 2023 through June 30, 2027. The parties wish to amend a portion of the CBA by deleting the struck-through language and adding the following new underlined language as shown below:

ARTICLE 18: SICK LEAVE

Retirement Cash Value:

~~The cash value of accrued and unused sick leave in the amount of one hundred twenty (120) days shall be paid each employee eligible therefor at the time of retirement from the department with at least twenty (20) years' service with the Department or within the New Hampshire Retirement System as required by Statute. Any sick time accrued over 120 days will be forfeited.~~

Payment of combined unused sick leave and vacation days, limited to 160 days total, shall be paid to each employee eligible therefor at the time of retirement from the department with at least twenty (20) years' service with the department or within the New Hampshire Retirement System as required by statute. Employees (if they so choose) may accrue any combination of sick leave and vacation days, with the payout of the combined time being a maximum of 160 days. Any accrued time over 160 days will be forfeited. The calculation of accrued time upon retirement or separation, will first consider accrued vacation time and the remaining balance will be made up of accrued sick leave.

The remainder of Article 18 remains unchanged. This sidebar agreement will go into effect August 1, 2026.

Nashua Police Supervisors Association:

Date: _____

Nashua Police Commission:

Date: _____

SIDEBAR TO COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA POLICE COMMISSION AND

THE NASHUA POLICE SUPERVISORS ASSOCIATION
NEPBA LOCAL 25

The Nashua Police Commission and the Nashua Police Supervisors Association NEPBA Local 25 are parties to a collective bargaining agreement ("CBA") dated July 1, 2023 through June 30, 2027. The parties wish to amend a portion of the CBA by deleting the struck-through language and adding the following new underlined language as shown below:

ARTICLE 21: PERSONAL DAYS

A "Personal Day" is a day for which an employee is excused from active duty for personal reasons. Employees may take any number of personal days throughout the calendar year provided their combined time off (vacation days and personal days) taken in a calendar year does not exceed the maximum yearly vacation allotment permitted by this agreement plus 7 days. An employee may take ~~a maximum of seven (7)~~ personal days ~~per~~ throughout the calendar year provided that:

- A. Prior approval is obtained from the Chief of Police or designee (potential workloads, manpower requirements, or any possibility of an emergency situation are considerations before initial approval of any usages of personal days); and
- B. A written request has been submitted to the Chief or designee, no more than fifteen (15) or less than five (5) days prior to the date of such personal day. These time limits may be waived at the discretion of the Chief or designee.

Personal Day Policies:

- A. Any change or cancellation of an approved personal day, must be applied for in writing.
- B. Approved personal days are subject to cancellation by the Chief or designee to accommodate the needs of the department.
- C. Personal days taken shall be deducted from the employee's accrued sick leave. If the employee has no sick leave, they shall not be eligible for a personal day.
- D. Personal days may be taken consecutively. ~~pending approval by the Chief of Police or designee.~~
- E. Personal days are not accruable, nor shall they transferable to another calendar year.

This sidebar agreement will go into effect August 1, 2026.

Nashua Police Supervisors Association:

Nashua Police Commission:

Date: _____

Date: _____



ORDINANCE

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

CITY OF NASHUA

In the Year Two Thousand and Twenty-six

The City of Nashua ordains that Chapter 190 “Land Use”, Part 2 “Zoning Districts and Supplemental Use Regulations”, Article 2 “Generally”, Section 190-12 “Zoning map”, is hereby amended by changing the zoning designation of the below described land to Highway Business (HB):

5.2 acres (more or less) of certain tracts, parcels, or portions thereof, of land situated in the City of Nashua, Hillsborough County, State of New Hampshire a portion of the Industrial Park Drive ROW, all of lots B-237B (20 Industrial Park) and B-2268 (13 Northeastern Boulevard), a portion of lot B-1257 (11 Northeastern Boulevard), a portion of lot B-237A (9 Northeastern Boulevard), and a portion of the Everett Turnpike ROW, as bounded and described as follows:

Beginning at a point at the center line of the intersections of Industrial Park Drive, Northeastern Boulevard and Bowman Lane, coincidental with the C Suburban Residence (R-9) and Park Industrial (PI) district boundary, thence;

Northeasterly by the centerline of Industrial Park Drive approximately 636 feet to the center of the cul-de-sac, thence;

Northeasterly approximately 50 feet, to the property boundary shared by Lot B-3082 (8 Industrial Park Drive) and Lot B-237B (20 Industrial Park Drive), thence;

N 40°-46’-50” E, a distance of 206.10 feet along said property line to the edge of the F. E. Everett Turnpike Right-Of-Way, thence;

Northeasterly, perpendicular to the alignment of the F. E. Everett Turnpike Right-Of-Way, approximately 145 feet, to a point which intersects with the PI and R-9 district boundary, thence;

Southeasterly approximately 245 feet along the PI and R-9 district boundary to the intersection of the PI, R-9 and Highway Business (HB) district boundaries, thence;

Southwesterly approximately 736 feet along the PI and HB district boundary, thence;

ORDINANCE**O-26-013**

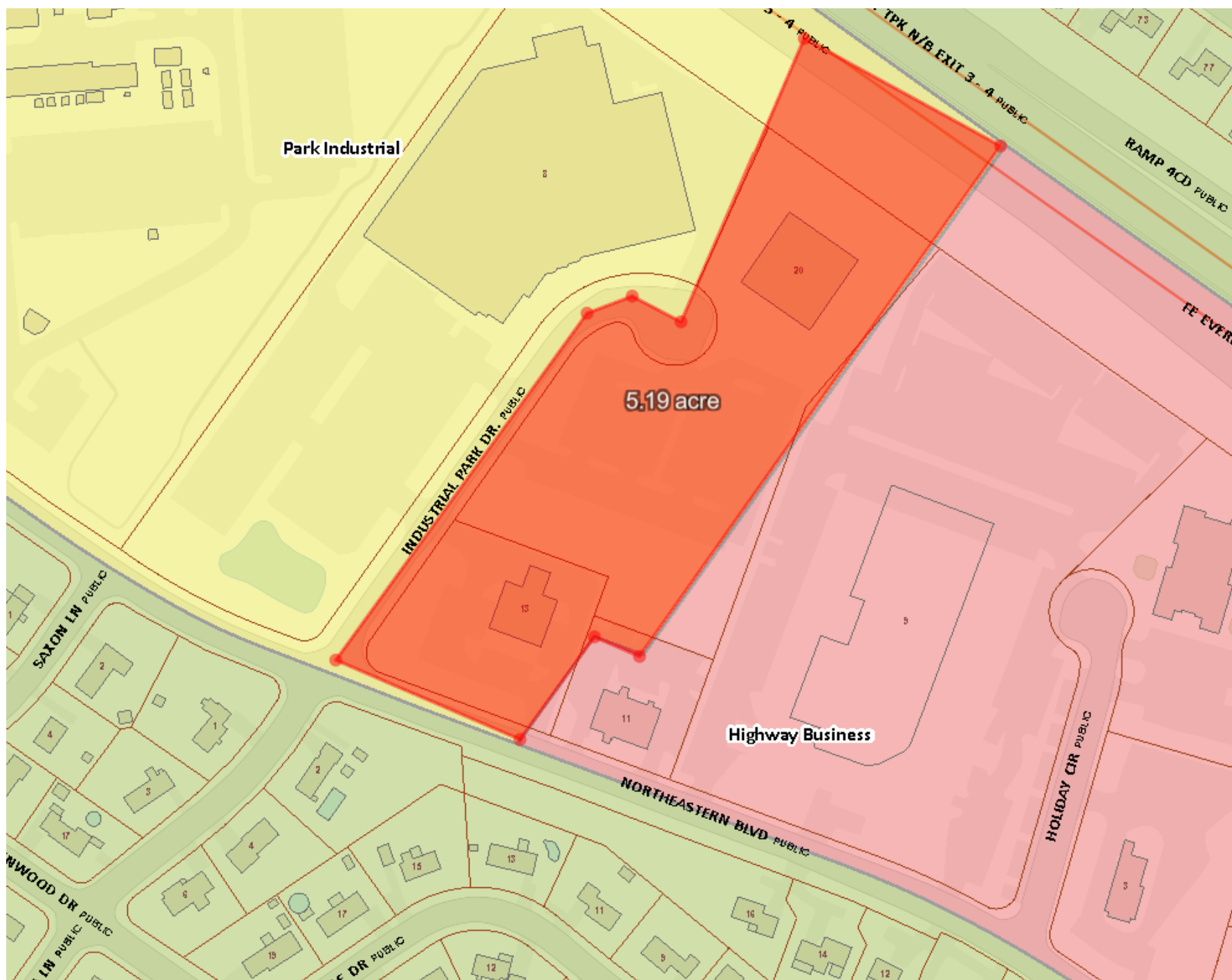
Westerly approximately 62 feet along the PI and HB district boundary, thence;

Southwesterly approximately 155 feet along the PI and HB district boundary to a point at the centerline of Northeastern Boulevard, coincidental with the intersection of the PI, R-9 and HB district boundaries, thence;

Westerly approximately 240 feet along the centerline of Northeastern Boulevard, coincidental with the PI and R-9 district boundary to the point of the beginning.

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

This legislation shall take effect upon passage.



LEGISLATIVE YEAR 2026

ORDINANCE:

O-26-013

PURPOSE:

**Amending the Zoning Map By Rezoning Land Along
Northeastern Boulevard And Industrial Park Drive to
Highway Business (HB)**

ENDORSERS:

**Mayor Jim Donchess
Alderman John Sullivan**

**COMMITTEE
ASSIGNMENT:**

**Planning and Economic Development Committee
Planning Board**

FISCAL NOTE:

None.

ANALYSIS

NRO 190-12B provides that “[a]ny change in the location of boundaries of a zoning district hereafter made through amendments of this Part 2 shall be indicated by the alteration of the Zoning Map, and the map, as altered, is declared to be a part of Part 2.”

For informational purposes, a map showing the location of the proposed change is attached.

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: /s/Celia K. Leonard

Date: May 21, 2026



ORDINANCE

AMENDING THE BOARD OF ALDERMEN COMPENSATION ORDINANCE

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 II “General Provisions”, Section 5-6, “Compensation” of the Nashua Revised Ordinances, as amended, be hereby further amended by adding the new underlined language as follows:

“§ 5-6. Compensation.

...

- B. If, in any quarter, any member of the Board of Aldermen is recorded absent at a combined total of three or more regular meetings of the Board, special meetings of the Board, and committee meetings, the City Clerk shall transmit a communication stating that fact to the Board of Aldermen, and the stipend for that quarter shall be withheld. In accepting the communication, the Board may also determine by vote that for good cause shown that member shall receive a full or partial stipend for the quarter. Good cause shall include but not be limited to attendance at committee and other meetings; health; maternity, paternity or adoption leave; or other extenuating circumstances for the absence. Additionally, the Board may find that the attendance of any member within a quarter has been unacceptable and by a majority vote withhold any or all of the stipend for that quarter.”

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

This legislation shall take effect following its passage.

LEGISLATIVE YEAR 2026

ORDINANCE:

O-26-014

PURPOSE:

Amending the Board of Aldermen compensation ordinance

ENDORSERS:

Alderman Paula Johnson

**COMMITTEE
ASSIGNMENT:**

Personnel/Administrative Affairs Committee

FISCAL NOTE:

Negligible.

ANALYSIS

This ordinance adds to the Board of Aldermen rule about compensation.

Approved as to form:

Office of Corporation Counsel

By: Donna Clarke

Date: 21 May 2026