

1. PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER
2. PRAYER OFFERED BY CITY CLERK SUSAN K. LOVERING
3. PLEDGE TO THE FLAG LED BY ALDERMAN MICHAEL B. O'BRIEN, SR.
4. ROLL CALL
5. REMARKS BY THE MAYOR
6. RESPONSE TO REMARKS OF THE MAYOR
7. RECOGNITIONS
8. READING OF MINUTES OF PREVIOUS MEETINGS

Board of Aldermen..... 02/25/2020  
 Special Board of Aldermen ..... 02/26/2020

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

From: Lori Wilshire, President, Board of Aldermen  
 Re: Special Board of Aldermen Public Hearing on R-20-017

From: Lori Wilshire, President, Board of Aldermen  
 Re: Special Board of Aldermen Public Hearing on Street Discontinuance – A Portion of Palm Street

From: Lori Wilshire, President, Board of Aldermen  
 Re: Special Board of Aldermen Public Hearing on Street Re-Numbering Petition

From: Larry D. Goodhue, CEO, Pennichuck Corporation  
 Re: Notice of Annual Meeting of Sole Shareholder and Proxy Statement

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

- 9(b). COMMUNICATIONS REQUIRING FINAL APPROVAL

From: Doria Brown, Energy Manager  
 Re: Pre-Approval to enter into contracts with 3<sup>rd</sup> party suppliers for natural gas and electricity supplies

From: Mayor Jim Donchess  
 Re: Contract for 2020 Paving Program – Contract 1

From: Mayor Jim Donchess  
 Re: Contract for 2020 Paving Program – Contract 2

From: Mayor Jim Donchess  
 Re: Contract for 2020 Sewer Replacement Project

From: Mayor Jim Donchess  
 Re: Contract Award for Single Stream Recycling – Amendment #2 – Two-Year Extension

PETITIONS

NOMINATIONS, APPOINTMENTS AND ELECTIONS

Joint Convention with Library Board of Trustees

Appointments by the Mayor

10. REPORTS OF COMMITTEE

Budget Review Committee.....	02/24/2020
Special Budget Review Committee .....	02/26/2020
Personnel/Administrative Affairs Committee .....	03/02/2020
Finance Committee .....	03/04/2020

11. CONFIRMATION OF MAYOR'S APPOINTMENTS

Conservation Commission

Gene Porter (Reappointment) Term to Expire: December 31, 2022  
77 Concord Street  
Nashua, NH 03064

Carol Sarno (New Appointment Alternate) Term to Expire: February 28, 2023  
15 Rocky Hill Drive  
Nashua, New Hampshire 03062

Cultural Connections Committee

Rosemary Ford (New Appointment) Term to Expire: March 1, 2022  
22 Nova Road  
Nashua, NH 03064

Donna Marceau (New Appointment) Term to Expire: February 28, 2023  
37 Pinewood Road  
Hudson, NH 03051

Cecilia Ulibarri (New Appointment) Term to Expire: February 28, 2023  
229 Main Street  
Nashua, NH 03060

Energy and Environment Committee

Gary Lambert (Reappointment) Term to Expire: January 31, 2023  
32 Columbia Avenue  
Nashua, NH 03064

Bob Hayden (Reappointment) Term to Expire: January 31, 2023  
84 Dutton Road  
Lyndeborough, NH 03082

Sylvie Stewart (Reappointment) Term to Expire: January 31, 2023  
44 Spring Cove Road  
Nashua, NH 03062

Nashua Airport Authority

Jessica Holland (New Appointment)  
34 Franklin Street, Apt. 442  
Nashua, NH 03064

Term to Expire: December 31, 2024

Nashua Housing and Redevelopment Authority

Helen Honorow (New Appointment)  
46 Raymond Street  
Nashua, NH 03064

Term to Expire: October 14, 2024

UNFINISHED BUSINESS – RESOLUTIONS

**R-20-012**

**Endorsers:** Alderman-at-Large Lori Wilshire  
Alderman Thomas Lopez  
Alderman-at-Large Michael B. O'Brien, Sr.  
Alderman Patricia Klee  
Alderman June M. Caron  
Alderman Tom Lopez  
Alderman Jan Schmidt  
Alderman-at-Large Brandon Michael Laws  
Alderman Linda Harriott-Gathright

**AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000) FOR THE PUBLIC HEALTH AND COMMUNITY SERVICES DIVISION BUILDING RENOVATIONS**

- Budget Committee Recommends: Final Passage
- Committee on Infrastructure Recommends: Final Passage
- Board of Health Recommends: Approved Resolution

UNFINISHED BUSINESS – ORDINANCES

**O-20-001, Amended**

**Endorser:** Alderman-at-Large Ben Clemons  
Alderman-at-Large Michael B. O'Brien, Sr.  
Alderman Richard A. Dowd  
Alderman Thomas Lopez  
Alderman Linda Harriott-Gathright  
Alderman-at-Large Lori Wilshire

**EXTENDING THE HOURS OF SALE OF ALCOHOLIC BEVERAGES BY ON-PREMISES LICENSEES TO 2:00 A.M.**

- Personnel/Administrative Affairs Committee Recommends: Final Passage as Amended

**O-20-003**

**Endorsers:** Alderman-at-Large Bandon Michael Laws  
Alderman-at-Large Michael B. O'Brien, Sr.  
Alderman Patricia Klee  
Alderwoman-at-Large Shoshanna Kelly  
Alderman Tom Lopez

**AUTHORIZING STOP SIGNS ON BEACON, BEARD, HIGHLAND AND LOCUST STREETS AT THEIR INTERSECTION WITH AUBURN STREET**

- Committee on Infrastructure Recommends: Final Passage

**O-20-005, Amended**

Endorsers: Alderman-at-Large Ben Clemons  
Alderman-at-Large Brandon Michael Laws

**RELATIVE TO TITLES OF MEMBERS OF THE BOARD**

- Personnel/Administrative Affairs Committee Recommends: Final Passage as Amended

**O-20-007**

Endorsers: Alderman Patricia Klee  
Alderman Thomas Lopez  
Alderdwoman Linda Harriott-Gathright

**REMOVING THE HANDICAPPED PARKING SPACE IN FRONT OF 7-9 LEMON STREET**

- Committee on Infrastructure Recommends: Final Passage

NEW BUSINESS – RESOLUTIONS

**R-20-018**

Endorser: Alderman June M. Caron

**RELATIVE TO THE TRANSFER OF \$25,000 FROM DEPARTMENT 194 “CONTINGENCY”, ACCOUNT 70100 “GENERAL CONTINGENCY” TO DEPARTMENT 109 “CIVIC & COMMUNITY ACTIVITIES”, ACCOUNTING CLASSIFICATION 56 “OUTSIDE AGENCIES” FOR THE PURPOSE OF PROVIDING FUNDING TO THE NASHUA ASSOCIATION FOR THE ELDERLY**

**R-20-019**

Endorser: Mayor Jim Donchess

**AUTHORIZING THE CITY OF NASHUA TO ENTER INTO CONTRACTS WITH NASHUA COMMUNITY COLLEGE, RIVIER UNIVERSITY, TOWN OF HUDSON, TOWN OF MERRIMACK AND THE PLUS COMPANY FOR TRANSIT SERVICES**

**R-20-020**

Endorser: Mayor Jim Donchess

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$69,566 FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION INTO TRANSIT GRANT ACTIVITY “FEDERAL TRANSIT AUTHORITY (“FTA”) OPERATING GRANT”**

**R-20-021**

Endorser: Mayor Jim Donchess

**ESTABLISHING AN INFORMATION TECHNOLOGY STUDY COMMITTEE**

**R-20-022**

Endorser: Mayor Jim Donchess

**RELATIVE TO THE TRANSFER OF \$50,000 FROM DEPARTMENT 194 “CONTINGENCY”, ACCOUNT 70100 “GENERAL CONTINGENCY” INTO FUND 6500 “PROPERTY AND CASUALTY FUND”, ACCOUNT 68360 “LOSS PREVENTION”**

NEW BUSINESS – ORDINANCES

PERIOD FOR GENERAL PUBLIC COMMENT

REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

Committee announcements:

ADJOURNMENT

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# Board of Aldermen

City of Nashua

229 Main Street

Nashua, NH 03061-2019

(603) 589-3030

**Lori Wilshire**

President, Board of Aldermen



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February 28, 2020

Susan K. Lovering, City Clerk  
City of Nashua  
229 Main Street  
Nashua, NH 03061-2019

Dear Ms. Lovering:

Please be advised I am hereby calling a Special Meeting of the Board of Aldermen for Monday, March 23, 2020, at 7:00 p.m. at Nashua High School North Lecture Hall, B166 relative to a public hearing on R-20-017.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Lori Wilshire".

Lori Wilshire  
President

cc: Mayor Jim Donchess  
Steven A. Bolton, Corporation Counsel  
David Fredette, Treasurer/Tax Collector

REC'D CITY CLERK DEPT  
FEB 28 '20 PM2:11

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# Board of Aldermen

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

**Lori Wilshire**  
President, Board of Aldermen



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March 5, 2020

Susan K. Lovering, City Clerk  
City of Nashua  
229 Main Street  
Nashua, NH 03061-2019

Dear Ms. Lovering:

Please be advised I am hereby calling a Special Meeting of the Board of Aldermen for Wednesday, March 25, 2020, at 7:00 p.m. in the Auditorium at City Hall relative to a public hearing on a Street Discontinuance – A Portion of Palm Street.

Thank you.

Sincerely,

*Lori Wilshire*

Lori Wilshire  
President

cc: Mayor Jim Donchess  
Steven A. Bolton, Corporation Counsel  
David Fredette, Treasurer/Tax Collector

REC'D CITY CLERK DEI  
MAR 5 12 10:44 PM

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# Board of Aldermen

City of Nashua

229 Main Street

Nashua, NH 03061-2019

(603) 589-3030

**Lori Wilshire**

President, Board of Aldermen



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February 28, 2020

Susan K. Lovering, City Clerk  
City of Nashua  
229 Main Street  
Nashua, NH 03061-2019

Dear Ms. Lovering:

Please be advised I am hereby calling a Special Meeting of the Board of Aldermen for Wednesday, March 25, 2020, at 7:00 p.m. in the Auditorium at City Hall relative to a public hearing on Street Re-Number Petition – Almont Street.

Thank you.

Sincerely,

  
Lori Wilshire  
President

cc: Mayor Jim Donchess  
Steven A. Bolton, Corporation Counsel  
David Fredette, Treasurer/Tax Collector

REC'D CITY CLERK DEP  
FEB 28 '20 PM2:11



PENNICHUCK™

25 MANCHESTER STREET  
PO BOX 1947  
MERRIMACK, NH 03054-1947

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

WWW.PENNICHUCK.COM

VIA HAND DELIVERY

March 4, 2020

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 Saturday, May 2, 2020, at Pennichuck's Distribution Facility, 16 Daniel Webster Highway, in Merrimack:

1. Notice of Annual Meeting of Sole Shareholder and Proxy Statement
2. Proxy Card

Please contact Thomas J. Leonard, Chairman of the Board of Directors, or me, if you need further information.

Regards,

A handwritten signature in black ink, appearing to read 'L. Goodhue'.

Larry D. Goodhue  
Chief Executive Officer,  
Chief Financial Officer  
and Treasurer

cc. Mayor James Donchess  
Board of Aldermen  
Steven Bolton, Corporation Counsel  
Susan Lovering, City Clerk



**PENNICHUCK CORPORATION**  
**25 Manchester Street**  
**Merrimack, New Hampshire 03054**

**NOTICE OF ANNUAL MEETING OF SOLE SHAREHOLDER**  
**To be Held on Saturday, May 2, 2020 at 9:00 a.m.**

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. The City of Nashua, New Hampshire, is the Sole Shareholder of Pennichuck Corporation.

The Annual Meeting will be held at Pennichuck's Distribution Facility, 16 Daniel Webster Highway, Merrimack, New Hampshire, on Saturday, May 2, 2020 at 9:00 a.m., for the following purpose:

1. To elect four directors, each for a three-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,

A handwritten signature in blue ink, appearing to read 'L. Goodhue'.

LARRY D. GOODHUE  
*Chief Executive Officer,*  
*Chief Financial Officer*  
*and Treasurer*



**PENNICHUCK CORPORATION**  
25 Manchester Street  
Merrimack, New Hampshire 03054

**PROXY STATEMENT**

**2020 Annual Meeting of Sole Shareholder  
To be Held on Saturday, May 2, 2020 at 9:00 a.m.**

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 for the purpose set forth in the accompanying Notice of Annual Meeting of Sole Shareholder.

The Annual Meeting will be held at Pennichuck’s Distribution Facility, 16 Daniel Webster Highway, Merrimack, New Hampshire, on Saturday, May 2, 2020 at 9:00 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 James P. Dore, Elizabeth A. Dunn, H. Scott Flegal and Deborah Novotny 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.

**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.*** As part of the acquisition, the corporate structure of Pennichuck Corporation and its utility subsidiaries was retained. Under this structure, the City is the sole shareholder of Pennichuck Corporation. Pennichuck Corporation continues to own five corporate subsidiaries, including three regulated public utilities (Pennichuck Water Works, Inc., Pennichuck East Utility, Inc., and Pittsfield Aqueduct Company, Inc.), an unregulated service company (Pennichuck Water Service Corporation), and a former real estate holding company (The Southwood 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.

***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 number of Directors is currently fixed at eleven. There is a vacancy on the Board in Class B due to the resignation of a Board member in November 2019. The Board of Directors is nominating H. Scott Flegal for election as a Class B director to fill the vacancy in Class B.

The Board currently has ten “seated” directors. Of the ten directors, three have terms ending in 2020 (Class B), three have terms ending in 2021 (Class C), and four have terms ending in 2022 (Class A).

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

<u>Term Expiring 2020</u> Class B	<u>Term Expiring 2021</u> Class C	<u>Term Expiring 2022</u> Class A
James P. Dore Elizabeth A. Dunn Deborah Novotny [Vacancy]	David P. Bernier Stephen D. Genest Thomas J. Leonard	C. George Bower Jay N. Lustig John D. McGrath Preston J. Stanley, Jr.

**Board Meetings, Committee Meetings and Attendance.** In 2019, the Company’s Board of Directors held 11 regular Board meetings, 1 Annual Board meeting, and 14 Committee meetings. Each current member of the Board attended 75% or more 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 but one member of the Board of Directors attended the 2019 Annual Meeting of Sole Shareholder.

**Board Compensation.** In 2019, each director, with the exception of John Murphy and Deborah Novotny, received an annual retainer of \$12,000. Mr. Murphy, who resigned from the Board on November 20, 2019, received \$11,000 in compensation for his services as a director. Ms. Novotny, who joined the Board on May 4, 2019, received \$8,000 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](http://www.pennichuck.com), under the “Board of Directors – Meetings, Minutes and Corporate Governance” caption.

**Board Committees.** The Board of Directors has established four standing committees: the Audit, Finance and Risk Committee, the Communications Committee, the Compensation and Benefits Committee, and the 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](http://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

James P. Dore, Chairman  
C. George Bower  
Thomas J. Leonard  
Deborah Novotny

Communications Committee

Jay N. Lustig, Chairman  
James P. Dore  
Thomas J. Leonard  
Deborah Novotny  
Preston J. Stanley, Jr.

Compensation and Benefits Committee

Stephen D. Genest, Chairman  
David P. Bernier  
C. George Bower  
Elizabeth A. Dunn  
Thomas J. Leonard  
John D. McGrath

Nominating and Governance Committee

Elizabeth A. Dunn, Chairman  
Stephen D. Genest  
Thomas J. Leonard  
Jay N. Lustig  
Preston J. Stanley, Jr.

***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 3 meetings in 2019.

***Communications Committee.*** The Communications Committee develops and assists with the policies and strategies of external communications between the Board, the Company and the Sole Shareholder, other stakeholders, and the public, as needed. The Communications Committee held 1 meeting in 2019.

***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; and recommending to the Board of Directors the establishment, termination or amendment of

existing compensation and employee benefit plans. The Compensation and Benefits Committee held 5 meetings in 2019.

***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 of Sole Shareholder; developing and recommending to the Board of Directors a set of corporate governance principles; overseeing an annual self-evaluation of the Board; and annually reviewing the Corporate Code of Conduct. 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 2019. The Nominating and Governance Committee held 5 meetings in 2019.

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 2020, discussed recommendations from Board members to identify and evaluate director candidates to fill the vacancy on the Board, and conducted non-public and public interviews of a director candidate.

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:

***Larry D. Goodhue, Chief Executive Officer, Chief Financial Officer and Treasurer***

Mr. Goodhue has been the Chief Executive Officer, Chief Financial Officer and Treasurer of Pennichuck Corporation and its subsidiaries since November 6, 2015, and the Chief Financial Officer, Treasurer and Controller from March 2012 through November 2015. He was Controller from December 2006 to March 2012. Mr. Goodhue served as a financial consultant to Metrobility Optical Systems, Inc. from July 2006 to October 2006 and to Pennichuck Corporation from October 2006 to November 2006. From October 2005 to June 2006, he was the Vice President of Finance and Administration for Metrobility Optical Systems, Inc. and the Corporate Controller from September 2000 to September 2005. From May 2000 to August 2000, he served as Acting Chief Operating Officer for Annalee Mobilitee Dolls, Inc. and was the Controller from January 1998 to April 2000. Mr. Goodhue holds a Bachelor of Science degree in Business Administration from Merrimack College, and is a Certified Public Accountant in the State of New Hampshire (for which his certification is currently in an inactive status). Mr. Goodhue's base annual salary beginning as of April 1, 2019 was \$211,816.80.

**Donald L. Ware, *Chief Operating Officer***

Mr. Ware has been the Chief Operating Officer of Pennichuck Corporation since January 27, 2012. He was the Senior Vice President of Operations and Engineering of Pennichuck Corporation from 2004 to January 2012, and Chief Engineer and Vice President from 1995 to 2004. Mr. Ware is also the Chief Operating Officer of Pennichuck Water Works, Inc. and the Company's other water utilities. From 1986 to 1995, Mr. Ware was General Manager for the Augusta Water District in Augusta, Maine. Mr. Ware holds a Bachelor of Science degree in Civil Engineering from Bucknell University and a Master of Business Administration degree from the Whittemore Business School at the University of New Hampshire. Mr. Ware's base annual salary beginning as of April 1, 2019 was \$206,618.88.

**Summary of Proposal to be Voted Upon at the Annual Meeting**

**PROPOSAL 1 – ELECTION OF DIRECTORS**

On March 3, 2020, the Company's Board of Directors took action to recommend that the Sole Shareholder elect James P. Dore, Elizabeth A. Dunn, H. Scott Flegal and Deborah Novotny as Class B directors, each for a three-year term and until their successors are elected and qualified.

***THE BOARD OF DIRECTORS RECOMMENDS A VOTE "FOR" EACH OF THESE FOUR NOMINEES.***

Information regarding the professional backgrounds for each nominee follows:

**Nominees for Director:**

**James P. Dore**

(Director Since: May 2014)

Mr. Dore has been the Chief Executive Officer of Pageflex, Inc. (a software developer and marketer of publishing and browsing software products and technologies) since July 2017 and Chief Financial Officer since March 2012. He was the Chief Financial Officer of Bitstream Inc. from March 2003 to March 2012, and Corporate Controller from June 1999 to March 2003. He was the Chief Financial Officer of Celerity Solutions, Inc. from April 1999 to June 1999, and Corporate Controller from January 1997 to March 1999. Mr. Dore has experience in both publicly traded and privately held companies. Mr. Dore is a Certified Public Accountant. Mr. Dore holds a Bachelor of Science degree, with distinction, from Clarkson University.

**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: N/A)

Attorney Flegal has practiced 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 past President of the Board of Directors of the Greater Nashua Mental Health Center, past 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 Directors of the Nashua Education Foundation and is Chair-elect at Home Health & Hospice Care. Attorney Flegal earned a B.A. from Amherst College and a J.D. from DePaul University College of Law in Chicago.

**Deborah Novotny**

(Director Since: May 2019)

Ms. Novotny has been a Commercial Lender and Senior Vice President of 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, including past President of the Nashua Rotary Club, Board member and past President of the Nashua Boys & Girls Club, Board member of the Nashua Education Foundation, member of the Allocation Committee of the United Way of Greater Nashua, Board Member of Marguerite's Place, member of the City of Nashua Business & Industrial Development Authority, and past president of the Nashua Adult Learning Center.



**PROXY CARD  
PENNICHUCK CORPORATION**

**PROXY for Annual Meeting of Sole Shareholder - May 2, 2020**

**THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS**

The Sole Shareholder, the City of Nashua, New Hampshire, hereby appoints LARRY D. GOODHUE or DONALD L. WARE, 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 at the Company's Distribution Facility, 16 Daniel Webster Highway, Merrimack, NH, on Saturday, May 2, 2020 at 9:00 a.m. The shares represented by this proxy will be voted as directed by the Sole Shareholder.

**The Board of Directors recommends a vote "FOR" each of the nominees named in Proposal 1.**

**Proposal 1:**

To elect James P. Dore, Elizabeth A. Dunn, H. Scott Flegal and Deborah Novotny 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.

	<u>For</u>	<u>Against</u>
James P. Dore	<input type="checkbox"/>	<input type="checkbox"/>
Elizabeth A. Dunn	<input type="checkbox"/>	<input type="checkbox"/>
H. Scott Flegal	<input type="checkbox"/>	<input type="checkbox"/>
Deborah Novotny	<input type="checkbox"/>	<input type="checkbox"/>

**Authorized Signature:**

CITY OF NASHUA, NEW HAMPSHIRE (Sole Shareholder)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**This Proxy Card is Valid Only When Signed and Dated**



# City of Nashua

Energy Manager  
229 Main Street - Nashua, NH 03060

(603) 589-3265

---

March 5, 2020

**TO:** Mayor Donchess  
Finance Committee

**FROM:** Doria Brown, Energy Manager

**SUBJECT:** Pre-approval to enter into contracts with 3<sup>rd</sup> party suppliers for natural gas and electricity supplies

The Energy Manager is seeking pre-approval to competitively solicit and enter into agreements with 3<sup>rd</sup> party energy suppliers for the tariff-controlled supply portion of its natural gas and electricity utility bills. There are several reasons for the purpose of this pre-approval, which are as follows:

- The City has realized both substantial cost savings and budget certainty by utilizing 3<sup>rd</sup> party energy suppliers;
- These contracts must be executed and received by the supplier by 3 p.m. the same day the quote is received to ensure delivery of the stated price and to avoid unfavorable pricing terms and/or fluctuations;
- Natural Gas and/or Electricity contracts may be multi-year contracts to take advantage of the most favorable terms offered.

The executed contracts will be provided via communication to the Finance Committee at their next regularly scheduled meeting.

# Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Mayor Jim Donchess

Date: 3/5/2020

Re: Contract for 2020 Paving Program – Contract 1

NRO § 5-90 (E) states that approval by the Finance Committee of a contract award in excess of \$1,000,000 shall be submitted to the full Board of Aldermen at its next regularly scheduled meeting for final approval prior to award of the contract.

The Finance Committee approved and placed on file the notification of the award of the referenced contract at their March 4, 2020 meeting. I am requesting the approval of the full Board of Aldermen for the award of the following contract, which is over \$1,000,000.

Contract for 2020 Paving Program – Contract 1. Included is the Purchasing Manager's Memo #20-086 regarding the award of this contract to the Finance Committee dated February 27, 2020. The total contract purchase value is \$4,014,750.

Cc

Donna Graham, Legislative Affairs Manager



# THE CITY OF NASHUA

*Administrative Services  
Purchasing Department*

*"The Gate City"*

February 27, 2020  
Memo #20-086

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR 2020 PAVING PROGRAM – CONTRACT 1 (VALUE: \$4,014,750)  
DEPARTMENT: 160 ADMIN/ENGINEERING; FUNDS: BOND AND TRUST AND  
169 WASTEWATER; FUND: BOND

Please see the attached communication from Daniel Hudson, P.E., City Engineer, dated February 27, 2020 for information related to this contract.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The City Engineer, Board of Public Works (February 27, 2020 BPW meeting) and the Purchasing Department recommend the award of this contract in an amount of **\$4,014,750** to **Sunshine Paving Corporation of Hudson, NH**.

Respectfully,



Dan Kooker  
Purchasing Manager

Cc: D Hudson L Fauteux

# Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Mayor Jim Donchess

Date: 3/5/2020

Re: Contract for 2020 Paving Program – Contract 2

NRO § 5-90 (E) states that approval by the Finance Committee of a contract award in excess of \$1,000,000 shall be submitted to the full Board of Aldermen at its next regularly scheduled meeting for final approval prior to award of the contract.

The Finance Committee approved and placed on file the notification of the award of the referenced contract at their March 4, 2020 meeting. I am requesting the approval of the full Board of Aldermen for the award of the following contract, which is over \$1,000,000.

Contract for 2020 Paving Program – Contract 2. Included is the Purchasing Manager's Memo #20-087 regarding the award of this contract to the Finance Committee dated February 27, 2020. The total contract purchase value is \$4,262,734.

Cc

Donna Graham, Legislative Affairs Manager



# THE CITY OF NASHUA

*Administrative Services*

*Purchasing Department*

*"The Gate City"*

February 27, 2020  
Memo #20-087

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR 2020 PAVING PROGRAM – CONTRACT 2 (VALUE: \$4,262,734)  
DEPARTMENT: 160 ADMIN/ENGINEERING; FUNDS: BOND AND TRUST AND  
169 WASTEWATER; FUND: BOND

Please see the attached communication from Daniel Hudson, P.E., City Engineer, dated February 27, 2020 for information related to this contract.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The City Engineer, Board of Public Works (February 27, 2020 BPW meeting) and the Purchasing Department recommend the award of this contract in an amount of **\$4,262,734** to **Sunshine Paving Corporation of Hudson, NH.**

Respectfully,

Dan Kookan  
Purchasing Manager

Cc: D Hudson L Fauteux

# Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Mayor Jim Donchess

Date: 3/5/2020

Re: Contract for 2020 Sewer Replacement Project

NRO § 5-90 (E) states that approval by the Finance Committee of a contract award in excess of \$1,000,000 shall be submitted to the full Board of Aldermen at its next regularly scheduled meeting for final approval prior to award of the contract.

The Finance Committee approved and placed on file the notification of the award of the referenced contract at their March 4, 2020 meeting. I am requesting the approval of the full Board of Aldermen for the award of the following contract, which is over \$1,000,000.

Contract for 2020 Sewer Replacement Project. Included is the Purchasing Manager's Memo #20-088 regarding the award of this contract to the Finance Committee dated February 27, 2020. The total contract purchase value is \$1,497,993.

Cc

Donna Graham, Legislative Affairs Manager



# THE CITY OF NASHUA

*Administrative Services*

*Purchasing Department*

*"The Gate City"*

February 27, 2020  
Memo #20-088

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

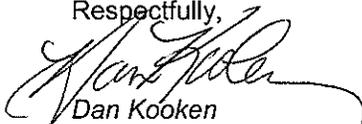
SUBJECT: CONTRACT FOR 2020 SEWER REPLACEMENT PROGRAM (VALUE: \$1,497,993)  
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER

Please see the attached communication from Daniel Hudson, P.E., City Engineer, dated February 27, 2020 for information related to this contract.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The City Engineer, Board of Public Works (February 27, 2020 BPW meeting) and the Purchasing Department recommend the award of this contract in an amount of **\$1,497,993** to **SUR Construction West, Inc. of Winchester, NH.**

Respectfully,



Dan Kooker  
Purchasing Manager

Cc: D Hudson L Fauteux

# Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Jim Donchess

Date: 3/5/2020

Re: Contract Award for Single Stream Recycling – Amendment #2 – Two Year Extension

Pursuant to NRO § 5-74 (B), which states that 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 approved and placed on file the notification of the award of the referenced contract at their March 4, 2020 meeting. I am requesting the concurrence and approval of the full Board of Aldermen for the award of the following contract:

Contract Award for Single Stream Recycling – Amendment #2 – Two Year Extension . This is a two (2) year contract extension.



# THE CITY OF NASHUA

*Administrative Services*

*Purchasing Department*

*"The Gate City"*

February 27, 2020  
Memo #20-090

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR SINGLE STREAM RECYCLING – AMENDMENT #2 – TWO YEAR  
EXTENSION (VALUE: NOT-TO-EXCEED \$400,000)  
DEPARTMENT: 168 SOLID WASTE; FUND: SOLID WASTE

Please see the attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated February 27, 2020 for the information related to this contract.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Solid Waste Department Superintendent, the Board of Public Works (February 27, 2020 meeting) and the Purchasing Department recommend the award of this contract amendment #2 in an amount not to exceed **\$400,000 to Casella Recycling LLC of Charlestown, MA.**

Respectfully,

Dan Kooker  
Purchasing Manager

Cc: J Lafleur L Fautuex

APPOINTMENT BY THE MAYOR

MARCH 10, 2020

Historic District Commission

Penny Pardoe (New Alternate Appointment)  
2 Westray Drive  
Nashua, NH 03062

Term to Expire: March 31, 2023

I respectfully request that this appointment be confirmed.

Jim Donchess, Mayor



## ORDINANCE

EXTENDING THE HOURS OF SALE OF ALCOHOLIC BEVERAGES BY ON-  
PREMISES LICENSEES TO 2:00 A.M.

### *CITY OF NASHUA*

*In the Year Two Thousand and Twenty*

*The City of Nashua ordains* that Part II “General Legislation”, Chapter 83 “Alcoholic Beverages”, of the Nashua Revised Ordinances, as amended, be and hereby is further amended by adding the new underlined language:

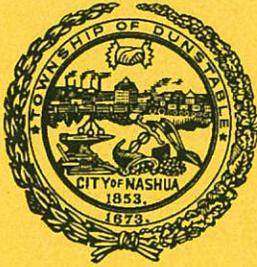
“ARTICLE IV  
Hours of Sale”

**§ 83-10. Hours of Sale of Alcoholic Beverages by On-Premises Licensees.**

On-premises licensees shall be permitted to sell alcoholic beverages until 2:00 a.m. Licensees shall be subject to all conditions and requirements established by statute and the State Liquor Commission.”

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

This legislation shall take effect 90 days following its passage.



## ORDINANCE

### RELATIVE TO TITLES OF MEMBERS OF THE BOARD

### *CITY OF NASHUA*

*In the Year Two Thousand and Twenty*

*The City of Nashua ordains* that Part I “Administrative Legislation”, Chapter 5 “Administration of Government”, Part 2 “Board of Aldermen”, Article II “General Provisions” of the Nashua Revised Ordinances, as amended, be and hereby is further amended by adding the new underlined section and deleting the struck through language:

**“§ 5-10.2. Titles of members of the board.**

Members of the Board of Aldermen may choose to be referred to as Alderman, Alderwoman, or Alderperson. ~~Whenever possible, members of the Board of Aldermen will be known collectively as Alderpersons.~~”

This legislation shall take effect following its passage.



## RESOLUTION

**RELATIVE TO THE TRANSFER OF \$25,000 FROM DEPARTMENT 194  
"CONTINGENCY", ACCOUNT 70100 "GENERAL CONTINGENCY" TO  
DEPARTMENT 109 "CIVIC & COMMUNITY ACTIVITIES", ACCOUNTING  
CLASSIFICATION 56 "OUTSIDE AGENCIES" FOR THE PURPOSE OF PROVIDING  
FUNDING TO THE NASHUA ASSOCIATION FOR THE ELDERLY**

### *CITY OF NASHUA*

*In the Year Two Thousand and Twenty*

**RESOLVED** by the Board of Aldermen of the City of Nashua that \$25,000 be transferred from Department 194 "Contingency", Account 70100 "General Contingency" into Department 109 "Civic & Community Activities", Accounting Classification 56 "Outside Agencies" for the purpose of providing \$25,000 to the Nashua Association for the Elderly to assist with their operating budget.

**LEGISLATIVE YEAR 2020**

**RESOLUTION:**

R-20-018

**PURPOSE:**

Relative to the transfer of \$25,000 from Department 194 "Contingency", Account 70100 "General Contingency" to Department 109 "Civic & Community Activities", Accounting Classification 56 "Outside Agencies" for the purpose of providing funding to the Nashua Association for the Elderly

**SPONSOR(S):**

Alderman June M. Caron

**COMMITTEE  
ASSIGNMENT:**

Budget Review Committee

**FISCAL NOTE:**

Reduces amount available in general contingency by \$25,000 that could be used for escrow or surplus in FY20. The current balance in the general contingency account is \$84,750.

---

**ANALYSIS**

This resolution authorizes the transfer of \$25,000 from General Contingency into Civic & Community Activities, Outside Agencies for the purpose of providing funding to the Nashua Association for the Elderly to assist with their operating budget.

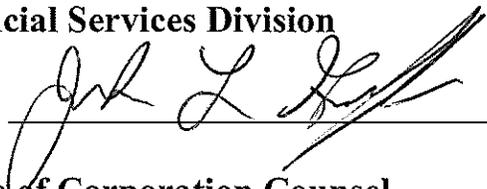
Charter Sec. 53 permits the Board of Aldermen to transfer any unencumbered appropriation balance or any portion from one department, fund or agency to another.

NRO 5-130, H provides that "when proposed legislation to transfer or re-appropriate a particular appropriation or purpose thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending".

---

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

**Financial Services Division**

By: 

**Approved as to form:**

**Office of Corporation Counsel**

By: 

Date: 3 March 2020



## RESOLUTION

**AUTHORIZING THE CITY OF NASHUA TO ENTER INTO CONTRACTS WITH NASHUA COMMUNITY COLLEGE, RIVIER UNIVERSITY, TOWN OF HUDSON, TOWN OF MERRIMACK AND THE PLUS COMPANY FOR TRANSIT SERVICES**

### *CITY OF NASHUA*

*In the Year Two Thousand and Twenty*

**RESOLVED** by the Board of Alderman of the City of Nashua that the City is authorized to enter into the contracts substantially in the attached form with Nashua Community College, Rivier University, Town of Hudson, Town of Merrimack and The Plus Company for transit services for the period of July 1, 2020 through June 30, 2021.

**LEGISLATIVE YEAR 2020**

**RESOLUTION:**

R-20-019

**PURPOSE:**

Authorizing the City of Nashua to enter into contracts with Nashua Community College, Rivier University, Town of Hudson, Town of Merrimack and The Plus Company for transit services.

**SPONSOR(S):**

Mayor Jim Donchess

**COMMITTEE  
ASSIGNMENT:**

Budget Review Committee

**FISCAL NOTE:**

These revenue contracts provide local matching funds to the transit operating grant.

---

**ANALYSIS**

This resolution authorizes the City of Nashua to enter into contracts with Nashua Community College, Rivier University, Town of Hudson, Town of Merrimack and The Plus Company for transit services for the period of July 1, 2020 through June 30, 2021.

---

**Approved as to form:**

**Office of Corporation Counsel**

By: Dorothy Clarke

Date: 3 March 2020

**City of Nashua, New Hampshire  
Nashua Transit System  
and  
Nashua Community College  
"UPASS" TRANSPORTATION AGREEMENT  
School Year – 2020 - 2021**

THIS AGREEMENT, is by and between the **City of Nashua, New Hampshire/Nashua Transit System ("NTS")**, and the **Nashua Community College ("College")**. NTS is a municipal transit system, with a principal mailing address of 11 Riverside Street, Nashua, NH 03062; and the College with a principal mailing address of 505 Amherst Street, Nashua, NH 03063.

**1. UNLIMITED FIXED-ROUTE ACCESS PRIVILLEGES**

1.1 A valid Nashua Community College student/staff ID card shall be valid for transportation during all scheduled hours of service, on all fixed-route NTS bus routes. Riders presenting a valid Nashua Community College student/staff ID card will be excused from paying a fare at the time of the trip. Compensation made by the College per Section 4 of this agreement shall cover all fares by all such users of NTS service as described in Section 2 of this agreement.

1.2 Ridership on any NTS bus by College students or staff under this Agreement is subject to all NTS rules, terms and conditions of bus ridership. Without limiting the foregoing, NTS expressly reserves the right to refuse service to any person not complying with the same.

**2. SERVICES**

2.1 NTS shall provide its established and regularly publicized fixed-route bus service and any additional bus service it may at its sole discretion activate. All routes operated by NTS are open to and available for public use.

2.2 NTS reserves the right to modify bus routes and schedules as needed and in compliance with federally mandated public transportation regulations per 49 CFR 5307.

**3. TERM OF AGREEMENT**

3.1 The term of this Agreement at the fee amounts stated in Section 4, shall be July 1, 2020 through June 30, 2021.

3.2 If the College desires to continue this program after June 30, 2021, NTS must receive written notification to include expected levels of service by January 15, 2021. Upon such notification, NTS will review the request and the parties can enter into negotiations.

#### **4. COMPENSATION**

4.1 The total amount due to NTS by the College shall be \$15,000.

4.2 The College shall pay NTS as follows:

- a. \$7,500 due by July 15, 2020
- b. \$7,500 due by January 15, 2021

#### **5. RECORDS**

5.1 NTS will keep ridership records for UPass usage. NTS will provide quarterly ridership reports to the College. The College and NTS will work cooperatively to obtain and share any other information deemed necessary by either or both parties.

#### **6. ADMINISTRATION**

6.1 The College shall not have, and shall not exercise any control over NTS's bus service. The College shall not have and shall not exercise any control or supervision over drivers of the buses used in said service,

6.2 It is understood that the College will be responsible for marketing the program to students except that NTS will approve all marketing materials that contain, or reference, the NTS trademark images or properties. NTS will work cooperatively with the College to develop a marketing plan to market the UPass program.

#### **7. INTERRUPTION OF SERVICE/NON-PERFORMANCE**

7.1 NTS shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of NTS.

#### **8. TERMINATION**

8.1 Failure to make payment, as outlined on Section 4, shall result in termination of this Agreement, at NTS's sole and exclusive option. Should NTS exercise its termination option under the terms and conditions of this paragraph, NTS shall have the right to make legal claim for those monies outstanding. Should it be necessary for NTS to exercise its termination option under the terms and conditions of this paragraph, NTS shall not be liable to the College for any claimed damages, personal or property, including any consequential damages, resulting from the loss of bus services under this Agreement. Should this Agreement be terminated under the terms and conditions of this paragraph, and the College then subsequently provides payment as required, NTS may require 30 calendar days to reinstate the terms of this agreement.

8.2 If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, or if at any time the NTS system makes or notifies the College of what the College considers to be an adverse change in any of the bus service routing covered by this Agreement, the dissatisfied party shall so advise the other party by certified mail indicating in specific detail the nature and basis of its dissatisfaction. The party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days from its receipt; if such corrections are not made to the reasonable satisfaction of the complaining party within said period, the complaining party may terminate this Agreement upon forty-five (45) days written notice.

8.3 All accounts shall be settled on a prorated basis in the event of termination of this Agreement prior to its full term.

8.4 Should NTS or the College be unable to fulfill the requirements of this agreement because of expected lack of funds, then either NTS or the College may provide written notice of such expected lack of funds upon thirty (30) days prior written notice and this agreement shall be terminated.

## **9. AMENDMENT/SEVERABILITY**

9.1 This Agreement contains all terms, provisions, and conditions of the understanding regarding the UPass program between the parties. All the provisions contained herein are intended by the parties to be whole and entire and no provision is intended to be severable.

9.2 This Agreement may be amended at any time by mutual agreement of NTS and the College. Any amendment to this Agreement shall be in writing, signed by both parties, and attached to the original of this Agreement.

## **10. NOTICE**

10.1 Any notices issued, pursuant to the terms of this Agreement, shall be in writing and delivered in person or by certified mail, return receipt requested, and mailed to the address indicated in the execution of this Agreement, unless either party is notified, in writing, to the contrary.

## **11. MISCELLANEOUS**

11.1 This contract shall be governed under the laws of the State of New Hampshire.

11.2 NTS shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

11.3 Any claim or action brought relating to this agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9<sup>th</sup> Circuit Court – Nashua and not elsewhere.

**12. NO DAMAGES FOR DELAY**

12.1 No payment, compensation, or adjustment of any kind shall be made to Agency for Damages because of hindrances or delays in the performance of Provider under this Agreement from any cause.

**13. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING**

13.1 Agency and Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall be unreasonably withheld. Consent 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 any 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.

**14. INDEMNITY**

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Agency of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Provider shall provide the Agency proof of insurance upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized representatives as of the day and year aforesaid.

**CITY OF NASHUA/NTS**

BY: \_\_\_\_\_  
Mayor James Donchess

\_\_\_\_\_  
Date

**NASHUA COMMUNITY COLLEGE**

BY: \_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

**City of Nashua, New Hampshire  
Nashua Transit System  
and  
Rivier University  
"UPASS" TRANSPORTATION AGREEMENT  
School Year – 2020 - 2021**

THIS AGREEMENT, is by and between the **City of Nashua, New Hampshire/Nashua Transit System ("NTS")**, and the **Rivier University ("University")**. NTS is a municipal transit system, with a principal mailing address of 11 Riverside Street, Nashua, NH 03062; and the University is a private school, with a principal mailing address of 420 S. Main St, Nashua, NH 03060.

**1. UNLIMITED FIXED-ROUTE ACCESS PRIVILLEGES**

1.1 A valid Rivier University student/staff ID card shall be valid for transportation during all scheduled hours of service, on all fixed-route NTS bus routes. Riders presenting a valid Rivier University student/staff ID card will be excused from paying a fare at the time of the trip. Compensation made by the University per Section 4 of this agreement shall cover all fares by all such users of NTS service as described in Section 2 of this agreement.

1.2 Ridership on any NTS bus by University students or staff under this Agreement is subject to all NTS rules, terms and conditions of bus ridership. Without limiting the foregoing, NTS expressly reserves the right to refuse service to any person not complying with the same.

**2. SERVICES**

2.1 NTS shall provide its established and regularly publicized fixed-route bus service and any additional bus service it may at its sole discretion activate. All routes operated by NTS are open to and available for public use.

2.2 NTS reserves the right to modify bus routes and schedules as needed and in compliance with federally mandated public transportation regulations per 49 CFR 5307.

**3. TERM OF AGREEMENT**

3.1 The term of this Agreement at the fee amounts stated in Section 4, shall be July 1, 2020 through June 30, 2021.

3.2 If the University desires to continue this program after June 30, 2021, NTS must receive written notification to include expected levels of service by January 15, 2021. Upon such notification, NTS will review the request and the parties can enter into negotiations.

#### **4. COMPENSATION**

4.1 The total amount due to NTS by the University shall be \$6,500.

4.2 The University shall pay NTS as follows:

- a. \$3,250 due by July 15, 2020
- b. \$3,250 due by January 15, 2021

#### **5. RECORDS**

5.1 NTS will keep ridership records for UPass usage. NTS will provide quarterly ridership reports to the University. The University and NTS will work cooperatively to obtain and share any other information deemed necessary by either or both parties.

#### **6. ADMINISTRATION**

6.1 The University shall not have, and shall not exercise any control over NTS's bus service. The University shall not have and shall not exercise any control or supervision over drivers of the buses used in said service.

6.2 It is understood that the University will be responsible for marketing the program to students except that NTS will approve all marketing materials that contain, or reference, the NTS trademark images or properties. NTS will work cooperatively with the University to develop a marketing plan to market the UPass program.

#### **7. INTERRUPTION OF SERVICE/NON-PERFORMANCE**

7.1 NTS shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of NTS.

#### **8. TERMINATION**

8.1 Failure to make payment, as outlined on Section 4, shall result in termination of this Agreement, at NTS's sole and exclusive option. Should NTS exercise its termination option under the terms and conditions of this paragraph, NTS shall have the right to make legal claim for those monies outstanding. Should it be necessary for NTS to exercise its termination option under the terms and conditions of this paragraph, NTS shall not be liable to the University for any claimed damages, personal or property, including any consequential damages, resulting from the loss of bus services under this Agreement. Should this Agreement be terminated under the terms and conditions of this paragraph, and the University then subsequently provides payment as required, NTS may require 30 calendar days to reinstate the terms of this agreement.

8.2 If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, or if at any time the NTS system makes or notifies the University of what the University considers to be an adverse change in any of the bus service routing covered by this Agreement, the dissatisfied party shall so advise the other party by certified mail indicating in specific detail the nature and basis of its dissatisfaction. The party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days from its receipt; if such corrections are not made to the reasonable satisfaction of the complaining party within said period, the complaining party may terminate this Agreement upon forty-five (45) days written notice.

8.3 All accounts shall be settled on a prorated basis in the event of termination of this Agreement prior to its full term.

8.4 Should NTS or the University be unable to fulfill the requirements of this agreement because of expected lack of funds, then either NTS or the University may provide written notice of such expected lack of funds upon thirty (30) days prior written notice and this agreement shall be terminated.

## **9. AMENDMENT/SEVERABILITY**

9.1 This Agreement contains all terms, provisions, and conditions of the understanding regarding the UPass program between the parties. All the provisions contained herein are intended by the parties to be whole and entire and no provision is intended to be severable.

9.2 This Agreement may be amended at any time by mutual agreement of NTS and the University. Any amendment to this Agreement shall be in writing, signed by both parties, and attached to the original of this Agreement.

## **10. NOTICE**

10.1 Any notices issued, pursuant to the terms of this Agreement, shall be in writing and delivered in person or by certified mail, return receipt requested, and mailed to the address indicated in the execution of this Agreement, unless either party is notified, in writing, to the contrary.

## **11. MISCELLANEOUS**

11.1 This contract shall be governed under the laws of the State of New Hampshire.

11.2 NTS shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

11.3 Any claim or action brought relating to this agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9<sup>th</sup> Circuit Court – Nashua and not elsewhere.

## **12. NO DAMAGES FOR DELAY**

12.1 No payment, compensation, or adjustment of any kind shall be made to Agency for Damages because of hindrances or delays in the performance of Provider under this Agreement from any cause.

## **13. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING**

13.1 Agency and Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall be unreasonably withheld.

Consent 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 any 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.

## **14. INDEMNITY**

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Agency of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Provider shall provide the Agency proof of insurance upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized representatives as of the day and year aforesaid.

**CITY OF NASHUA/NTS**

BY: \_\_\_\_\_  
Mayor James Donchess

\_\_\_\_\_ Date

**RIVIER UNIVERSITY**

BY: \_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_ Date

**City of Nashua, New Hampshire Nashua Transit System  
and  
Town of Hudson, New Hampshire  
AGREEMENT FOR TRANSPORTATION SERVICES  
July 1, 2020 thru June 30, 2021**

This agreement is made and entered into by and between the City of Nashua, Nashua Transit System (NTS), ("Provider"); and the Town of Hudson, New Hampshire, ("Town");

**1. PERIOD**

The period of performance of this agreement shall begin on July 1, 2020 and shall terminate automatically on June 30, 2021.

**2. UNDERSTANDING OF THE WORK**

The Provider understands that the Town is seeking demand response transportation services for eligible citizens, including disabled citizens and senior citizens to and from locations in Hudson, Nashua, and Merrimack, and their home. This service is principally used to gain access to adult day care, non-emergency medical appointments, groceries, pharmacies and employment. Service will be available Monday through Friday, and excluding Holidays as defined by the Provider (days service is available are the "Service Days"). The hours of operation for service shall be Monday through Friday 8AM – 5PM including travel time to/from the Nashua garage.

**3. RIDER ELIGIBILITY**

A "Qualified Rider" shall mean any person residing in the Town who has submitted a completed application for demand response services in compliance with FTA 5307 funding requirements. Individuals permanently residing in long-term care facilities (i.e. nursing homes) are, however, excluded from being a "Qualified Rider."

Qualified Rider applications will be emailed or otherwise delivered to the requesting Town citizen by the Provider, the Town, or private medical offices or hospice centers. Completed applications shall be emailed or delivered in hardcopy to a designated person at the Provider.

**4. PROVIDER'S RESPONSIBILITIES**

- A. The Provider shall provide shared ride service to Qualified Riders that is scheduled daily on Service Days as efficiently as possible based on demand for pick-ups and drop-offs.
- B. The Provider shall notify the Town as soon as possible of emergencies that may interrupt the transportation schedule.

- C. The Provider will make every effort to process completed applications expeditiously but the processing may take up to 10 business days.
- D. It is the Provider's responsibility to enter the Qualified Rider information from the application into the system for the scheduling of services.
- E. The Provider reserves the right at its sole discretion to refuse or suspend transportation to any Qualified Rider or person.
- F. The Provider shall be responsible for safe transportation of Qualified Riders. Qualified Riders will be provided curb-to-curb service as required by the American with Disabilities Act ("ADA").

I. Qualified Riders who require door-to-door service shall be provided door-to-door service, however, they must specify when booking their trip that they will need the additional service/help to and from the vehicle.

II. The driver CANNOT do the following:

- a. Help with excessive packages (2 bag limit, no large packages).
- b. Go beyond the doorway into a building to assist Qualified Riders.
- c. For lengthy periods of time, leave their vehicles unattended.
- d. Lose the ability to keep their vehicles under visual observation.
- e. Take action that would clearly be unsafe.

- G. The Provider shall provide reasonable financial and operational data to the Town with respect to all transportation services subject to this Agreement, as requested from time to time.
- H. In performing hereunder, the Provider shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments.
- I. Interruption of Service/Non-Performance: The Provider shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of the Provider.

## **5. RESERVATIONS**

Reservations must be made two (2) business days in advance by the Qualified Rider and can be made Monday through Friday, from 8 AM to 5PM. Requests must be submitted by end of business on Thursday for rides scheduled on the following Monday. Business days do not include weekends or Holidays.

Disabled riders receive top priority in scheduling. Senior citizens receive the next priority in scheduling. When scheduling conflicts arise, The Provider will work to ensure rides are prioritized by those living with a disability and then senior citizens over rides reserved by non-senior, non-disabled citizens. The Hudson van cannot be back to

Nashua for any appointments prior to 10:00 am. All rides may be scheduled up to 2 weeks in advance. There is a 30 minute pick-up window, which riders will be given upon scheduling a trip. The 30-minute pick-up window is included in the total travel time. All reservation pick-up windows are subject to change depending on the daily demand. If changes are required, all passengers will be notified by 5pm the day before the demand response service is requested, unless there are weather or emergency related changes necessitating a shorter timeframe.

Total Travel Time is the beginning of the 30 minute pick-up window to the appointment time.

Riders need to be ready and prompt as drivers are only allowed to wait 5 minutes for a passenger to board the van. All riders may be dropped off within the beginning of the window or the end of the total travel time (Rider should ensure that their destination will be open during the allotted travel time frame.)

Qualified Riders cannot make same day changes to their reservations (i.e. Pick-up/Drop-off locations, scheduled times, etc.).

**6. SPECIAL CONDITIONS**

- A. The Provider reserves the right to deny service and/or require personal care attendants for any clients whom the Provider feels may be a risk to themselves, other passengers or the driver.
- B. The Provider will be closed on the following holidays:

Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day

**7. COMPENSATION**

- A. The Town agrees to pay the Provider \$44.04 per hour for Demand Response service. This service will cost the Town half of the actual cost of service per hour, due to the 50% federal subsidy and passenger farebox payments. The Town has agreed to a total of 423.5 hours of available service, with an estimated Farebox Revenue of \$2,500 for a total billable cost of \$16,149 (see table below).

Hudson Cost per Hour	Available Hours of Service	Annual Cost	Estimated Farebox Revenue	Cost for FY21
\$ 44.04	423.5	\$18,649	\$2,500	\$ 16,149

- B. The Qualified Rider will pay the following passenger farebox rates per one-way ride:

One-Way Farebox Rates	Destination		
	Nashua	Hudson	Merrimack
Hudson Origin Ride	\$5.50	\$3.50	\$7.50

- C. The Provider shall invoice the Town for transportation services at the rate specified in this agreement on an annual basis. The Town shall reimburse the Provider at the agreed rate upon invoice and not to exceed 30 days. Checks shall be made payable to: Nashua Transit System.
- D. At the time that the Town expends 80% of 423.5 Service Hours, the Provider will issue a letter to the Town stating it has reached the 80% point and has 20% or 85 service hours remaining on the contract. If the Town and Provider agree that the remaining service hours in the contract will not be sufficient, the Town has the option to pay the Provider for additional services hours at the same rates as described herein. If the Town expends 423.5 service hours and chooses not to pay for additional services hours, the Provider will curtail services once a total of 423.5 service hours has been reached. In the event all service hours are not used at the termination of this Agreement, the Provider shall keep all payments from Town and the Town is not entitled to any refund.

**8. RELATIONSHIP**

The Provider is an independent contractor and no employee-employer relationship exists between the Provider and the Town. Drivers and employees of the Provider are not subject to the control or supervision of the Town.

**9. INDEMNITY**

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Town from any and all personal injury and property damage claims which may result from the Provider's negligent operation of its motor vehicles. The Provider shall provide the Town proof of insurance upon request.

**10. TITLE VI ASSURANCES**

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

**11. CIVIL RIGHTS**

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing, as such civil rights laws and regulations may be amended from time to time.

**12. EARLY TERMINATION**

This agreement may be terminated at any time with the mutual consent of the Provider and the Town, and it may be terminated unilaterally by either party upon thirty (30) days written notice to the other.

**13. AMENDMENTS.**

This agreement may be amended or modified anytime with the mutual consent of the Provider and the Town. Amendments shall be in writing and in an instrument of equal dignity with this agreement.

**14. COMMUNICATIONS.**

The mailing address of the Provider is:

*Nashua Transit System  
11 Riverside St.  
Nashua NH, 03062*

and its telephone number is:

*(603) 880-0100*

The contact person is:

*Camille Pattison, Transportation Manager*

The mailing address of the Town is:

*Town of Hudson  
21 School Street  
Hudson, NH 03051*

and its telephone number is:

*(603) 886-6024*

The contact person for the Town is:

*Stephen A. Malizia – Town Administrator*

**15. CHOICE OF LAW**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire, excluding any choice of law or conflicts of law rules that would result in the application of the laws of a different jurisdiction. Any claim or action brought relating to this agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9<sup>th</sup> Circuit Court – Nashua and not elsewhere.

**16. NO DAMAGES FOR DELAY**

No payment, compensation, or adjustment of any kind shall be made to Agency for damages because of hindrances or delays in the performance of Provider under this Agreement from any cause.

**17. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING**

Agency and Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall be unreasonably withheld. Consent 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 any 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.

**18. ENTIRE AGREEMENT**

These terms of this agreement constitute the entire agreement between the Provider and the Town, and there are no contemporaneous oral agreements contrary hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers, duly authorized, on the dates signed below.

PROVIDER: City of Nashua – Nashua Transit

BY \_\_\_\_\_  
Jim Donchess, Mayor

\_\_\_\_\_  
Witness

DATE \_\_\_\_\_

TOWN: Town of Hudson, New Hampshire

BY \_\_\_\_\_

\_\_\_\_\_  
Witness

DATE \_\_\_\_\_

City of Nashua, New Hampshire Nashua Transit System  
and  
Town of Merrimack, New Hampshire  
AGREEMENT FOR TRANSPORTATION SERVICES  
July 1, 2020 through June 30, 2021

This agreement is made and entered into by and between the City of Nashua, Nashua Transit System (NTS), ("Provider"); and the Town of Merrimack, New Hampshire, ("Town");

1. PERIOD

The period of performance of this agreement shall begin on July 1, 2020 and shall terminate automatically on June 30, 2021.

2. UNDERSTANDING OF THE WORK

The Provider understands that the Town is seeking demand response transportation services for eligible citizens, including disabled citizens and senior citizens to and from locations in Hudson, Nashua, and Merrimack, and their home. This service is principally used to gain access to adult day care, non-emergency medical appointments, groceries, pharmacies and employment. Service will be available Monday through Friday, and excluding Holidays as defined by the Provider (days service is available are the "Service Days"). The hours of operation for service shall be Monday through Friday 8AM to 5PM including travel time to/from the Nashua garage.

3. RIDER ELIGIBILITY

A "Qualified Rider" shall mean any person residing in the Town who has submitted a completed application for demand response services in compliance with FTA 5307 funding requirements. Individuals permanently residing in long-term care facilities (i.e. nursing homes) are, however, excluded from being a "Qualified Rider."

Qualified Rider applications will be emailed or otherwise delivered to the requesting Town citizen by the Provider, the Town, or private medical offices or hospice centers. Completed applications shall be emailed or delivered in hardcopy to a designated person at the Provider.

4. PROVIDER'S RESPONSIBILITIES

- A. The Provider shall provide shared ride service to Qualified Riders that is scheduled daily on Service Days as efficiently as possible based on demand for pick-ups and drop-offs.
- B. The Provider shall notify the Town as soon as possible of emergencies that may interrupt the transportation schedule.
- C. The Provider will make every effort to process completed applications expeditiously but the processing may take up to 10 business days.

- D. It is the Provider's responsibility to enter the Qualified Rider information from the application into the system for the scheduling of services.
- E. The Provider reserves the right at its sole discretion to refuse or suspend transportation to any Qualified Rider or person.
- F. The Provider shall be responsible for safe transportation of Qualified Riders. Qualified Riders will be provided curb-to-curb service as required by the American with Disabilities Act ("ADA").
  - I. Qualified Riders who require door-to-door service shall be provided door-to-door service, however, they must specify when booking their trip that they will need the additional service/help to and from the vehicle.
  - II. The driver CANNOT do the following:
    - a. Help with excessive packages (2 bag limit, no large packages).
    - b. Go beyond the doorway into a building to assist Qualified Riders.
    - c. For lengthy periods of time, leave their vehicles unattended.
    - d. Lose the ability to keep their vehicles under visual observation.
    - e. Take action that would clearly be unsafe.
- G. The Provider shall provide reasonable financial and operational data to the Town with respect to all transportation services subject to this Agreement, as requested from time to time.
- H. In performing hereunder, the Provider shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments.
- I. Interruption of Service/Non-Performance: The Provider shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of the Provider.

## 5. RESERVATIONS

Reservations must be made two (2) business days in advance by the Qualified Rider and can be made Monday through Friday, from 8 AM to 5PM. Requests must be submitted by end of business on Thursday for rides scheduled on the following Monday. Business days do not include weekends or Holidays.

Disabled riders receive top priority in scheduling. Senior citizens receive the next priority in scheduling. When scheduling conflicts arise, The Provider will work to ensure rides are prioritized by those living with a disability and then senior citizens over rides reserved by non-senior, non-disabled citizens. The Merrimack van cannot be back to Nashua for any appointments prior to 10:00 am. All rides may be scheduled up to 2 weeks in advance. There is a 30 minute pick-up window, which riders will be given upon

scheduling a trip. The 30-minute pick-up window is included in the total travel time. All reservation pick-up windows are subject to change depending on the daily demand. If changes are required, all passengers will be notified by 5pm the day before the demand response service is requested, unless there are weather or emergency related changes necessitating a shorter time-frame.

Total Travel Time is the beginning of the 30 minute pick-up window to the appointment time.

Riders need to be ready and prompt as drivers are only allowed to wait 5 minutes for a passenger to board the van. All riders may be dropped off within the beginning of the window or the end of the total travel time (Rider should ensure that their destination will be open during the allotted travel time frame.)

Qualified Riders cannot make same day changes to their reservations (i.e. Pick-up/Drop-off locations, scheduled times, etc.).

6. SPECIAL CONDITIONS

- A. The Provider reserves the right to deny service and/or require personal care attendants for any clients whom the Provider feels may be a risk to themselves, other passengers or the driver.
- B. The Provider will be closed on the following holidays:  
Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day

7. COMPENSATION

- A. The Town agrees to pay the Provider \$44.04 per hour for Demand Response service. This service will cost the Town half of the actual cost of service per hour, due to the 50% federal subsidy and passenger farebox payments. At a projected average of 4.5 hours of service per day, the Town has agreed to a total of up to 1155 hours of service, with an estimated Farebox Revenue of \$12,000 for a total billable cost of \$38,866 (see table below).

Merrimack Cost per Hour	Projected Hours of Service	Annual Cost	Estimated Farebox	Cost for FY21
\$ 44.04	1155	\$50,866	\$12,000	\$38,866

- B. The Qualified Rider will pay the following passenger farebox rates per one-way ride:

One-Way Farebox Rates	Destination		
	Nashua	Hudson	Merrimack
Merrimack Origin Ride	\$4.00	\$6.00	\$2.00

- C. The Provider shall invoice the Town for transportation services at the rate specified in this agreement on an annual basis. The Town shall reimburse the Provider at the agreed rate upon invoice and not to exceed 30 days. Checks shall be made payable to: Nashua Transit System.
- D. At the time that the Town expends 80% of 1155 Service Hours, the Provider will issue a letter to the Town stating it has reached the 80% point and has 20% or 231 service hours remaining on the contract. If the Town and Provider agree that the remaining service hours in the contract will not be sufficient, the Town has the option to pay the Provider for additional service hours at the same rates as described herein. If the Town expends 1155 service hours and chooses not to pay for additional services hours, the Provider will curtail services once a total of 1155 service hours has been reached. In the event all service hours are not used at the termination of this Agreement, the Provider shall keep all payments from Town and the Town is not entitled to any refund.

8. RELATIONSHIP

The Provider is an independent contractor and no employee-employer relationship exists between the Provider and the Town. Drivers and employees of the Provider are not subject to the control or supervision of the Town.

9. INDEMNITY

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Town from any and all personal injury and property damage claims which may result from the Provider's negligent operation of its motor vehicles. The Provider shall provide the Town proof of insurance upon request.

10. TITLE VI ASSURANCES

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

11. CIVIL RIGHTS

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing, as such civil rights laws and regulations may be amended from time to time.

12. EARLY TERMINATION

This agreement may be terminated at any time with the mutual consent of the Provider and the Town, and it may be terminated unilaterally by either party upon thirty (30) days written notice to the other.

13. AMENDMENTS

This agreement may be amended or modified anytime with the mutual consent of the Provider and the Town. Amendments shall be in writing and in an instrument of equal dignity with this agreement.

14. COMMUNICATIONS

The mailing address of the Provider is:

*Nashua Transit System  
11 Riverside St.  
Nashua NH, 03062*

and its telephone number is:

*(603) 880-0100*

The contact person is:

*Camille Pattison, Transportation Manager*

The mailing address of the Town is:

*Town of Merrimack  
6 Baboosic Lake Rd.  
Merrimack, NH 03054-0940*

and its telephone number is:

*(603) 424-7075*

The contact person for the Town is:

*Paul Micali -Assistant Town Manager / Finance Director*

15. CHOICE OF LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire, excluding any choice of law or conflicts of law rules that would result in the application of the laws of a different jurisdiction.

Any claim or action brought relating to this agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9<sup>th</sup> Circuit Court – Nashua and not elsewhere.

16. **NO DAMAGES FOR DELAY**

No payment, compensation, or adjustment of any kind shall be made to Agency for damages because of hindrances or delays in the performance of Provider under this Agreement from any cause.

17. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING**

Agency and provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall be unreasonably withheld. Consent 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 any 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.

18. **ENTIRE AGREEMENT**

These terms of this agreement constitute the entire agreement between the Provider and the Town, and there are no contemporaneous oral agreements contrary hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers, duly authorized, on the dates signed below.

PROVIDER: City of Nashua – Nashua Transit

BY \_\_\_\_\_  
James Donchess, Mayor

\_\_\_\_\_  
Witness

DATE \_\_\_\_\_

TOWN: Town of Merrimack, New Hampshire

BY \_\_\_\_\_

\_\_\_\_\_  
Witness

DATE \_\_\_\_\_

## **AGREEMENT FOR TRANSPORTATION SERVICES**

This agreement made and entered into by and between the City of Nashua, Nashua Transit System, hereafter called Provider; and The Plus Company, hereafter called the Agency;

### **1. PERIOD**

The period of performance of this agreement shall begin on July 1, 2020 and shall terminate automatically on June 30, 2021.

### **2. UNDERSTANDING OF THE WORK**

The Provider understands that the Agency is seeking paratransit/demand response transportation services for eligible disabled persons (clients) to and from specific Agency locations and their home. Service will be available Monday through Friday. Clients will arrive at the Agency locations between 7:00 a.m. and 9:00 a.m. Passengers will depart the Agency at approximately 1:45 p.m. to 4:00 p.m.

Transportation services currently exist throughout the City of Nashua and the Towns of Merrimack and Hudson. Additional clients may be added to the route with advance notification where space is available. The service provided will be origin to destination.

### **3. CLIENT ELIGIBILITY**

Clients who are eligible for service are those that are unable to utilize the Nashua Transit System Fixed Route bus service due to a disability as defined in the Americans With Disabilities Act of 1990 (ADA).

### **4. PROVIDER'S RESPONSIBILITIES**

- A. The Provider shall provide shared ride service that is scheduled daily as efficiently as possible based on demand for pick-ups and drop-offs.
- B. The Provider shall notify the Agency immediately of emergencies that may interrupt the transportation schedule.
- C. The Provider reserves the right, at its sole discretion, to refuse or suspend transportation to any client.
- D. The Provider shall be responsible for safe transportation of passengers. Drivers will assist passengers when entering and exiting vehicles as necessary but will not be able to lose sight of the vehicle or enter any buildings.

**5. AGENCY'S RESPONSIBILITIES**

- A.** The Agency is responsible to notify each client of the necessity to contact the Provider with changes such as names, addresses, destinations and changes in schedules, by 5:00pm, the day before transportation is to be provided.
- B.** The Agency is responsible to ensure that each client understands the necessity that the Provider is made aware of any cancellations no later than 5:00pm the day before the scheduled pick up.
- C.** The Agency is responsible to ensure that each client is ready for the scheduled pick-up when the van arrives. The Provider will allow a five (5) minute wait window before a no-show is charged. After the 5 minute window the vehicle will leave and may not be able to return depending on their schedule. Trips canceled within 1-hour of the scheduled pick-up window shall receive a no-show.
- D.** The Agency is responsible to ensure that passengers are waiting in the appropriate locations and that they can safely get to/from the Provider's vehicles.
- E.** The Agency is responsible to ensure that all clients are supplied with any special equipment needed to safely be transported.
- F.** The Agency shall notify the Provider concerning Agency holidays or closings at least one week in advance, except in cases of emergencies the Provider shall be notified as soon as possible.

**6. SPECIAL CONDITIONS**

- A.** The Provider reserves the right to deny service and/or require personal care attendants for any clients whom the Provider feels may be a risk to themselves or the drivers or other passengers.
- B.** The Provider will observe the following holidays:  
Independence Day, Labor Day, Thanksgiving Day, Christmas Day,  
New Year's Day, Memorial Day

7. **COMPENSATION**

- A. The Agency agrees to pay the Provider:
- \$ 8.00 per one way trip with an origin and destination within the City of Nashua.
  - \$ 10.00 per one way trip with an origin or destination outside the City of Nashua.
- B. The Provider shall notify the Agency of any rate increase at least thirty (30) days in advance of any proposed increase.
- C. The Provider shall invoice the Agency for transportation services at the rate specified in this agreement by the 15<sup>th</sup> working day of the month following the month of services rendered.
- D. The Agency shall reimburse the Provider at the agreed rate upon invoice and not to exceed 15 days. Checks shall be made payable to: Nashua Transit System.

8. **RELATIONSHIP**

The Provider and the Agency are associated with each other only for the purposes and to the extent specified in this Agreement. Subject only to the terms of this Agreement, Provider shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Provider or City of Nashua whatsoever with respect to the indebtedness, liabilities, and obligations of the Agency or any other party.

9. **INDEMNITY**

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Agency of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Provider shall provide the Agency proof of insurance upon request.

10. **EARLY TERMINATION**

This agreement may be terminated at any time with the mutual consent of the Provider and the Agency, and it may be terminated unilaterally by either party upon thirty (30) days written notice to the other.

**11. AMENDMENTS**

This agreement may be amended or modified anytime with the mutual consent of the Provider and the Agency. Amendments shall be in writing and in an instrument of equal dignity with this agreement.

**12. COMMUNICATIONS**

The mailing address of the Provider is:

*Nashua Transit System  
11 Riverside St.  
Nashua NH, 03062*

and its telephone number is:

*(603) 880-0100*

The contact person is:

*Camille Pattison, Transportation Manager*

The mailing address of the Agency is:

*The PLUS Company  
19 Chestnut St.  
Nashua, NH 03060*

and its telephone number is:

*(603) 889-0652*

The contact person for the Agency is:

*Kim Shottes – Executive Director*

**15. ENTIRE AGREEMENT**

These terms of this agreement constitute the entire agreement between the Provider and the Agency, and there are no contemporaneous oral agreements contrary hereto.

**16. CHOICE OF LAW AND FORUM**

This agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire, excluding any choice of law or conflicts of law rules that would result in the application of the laws of a different jurisdiction. Any

claim or action brought relating to this agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9<sup>th</sup> Circuit Court – Nashua and not elsewhere.

**17. NO DAMAGES FOR DELAY**

No payment, compensation, or adjustment of any kind shall be made to Agency for damages because of hindrances or delays in the performance of Provider under this Agreement from any cause.

**18. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING**

Agency and Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall be unreasonably withheld. Consent 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 any 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers, duly authorized, on the dates signed below.

**PROVIDER: City of Nashua – Nashua Transit**

BY \_\_\_\_\_  
James Donchess, Mayor

\_\_\_\_\_  
Witness

DATE \_\_\_\_\_

**AGENCY: The PLUS Company**

BY \_\_\_\_\_

\_\_\_\_\_  
Witness

DATE \_\_\_\_\_



## RESOLUTION

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$69,566 FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION INTO TRANSIT GRANT ACTIVITY "FEDERAL TRANSIT AUTHORITY ("FTA") OPERATING GRANT"**

### *CITY OF NASHUA*

*In the Year Two Thousand and Twenty*

**RESOLVED** by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Community Development are authorized to accept and appropriate \$69,566 from the State of New Hampshire, Department of Transportation into Transit Grant Activity "Federal Transit Authority ("FTA") Operating Grant" for the purpose of providing matching funds for Transit operations. This funding shall be in effect through June 30, 2021.

**LEGISLATIVE YEAR 2020**

**RESOLUTION:**

**R-20-020**

**PURPOSE:**

**Relative to the acceptance and appropriation of \$69,566 from the State of New Hampshire, Department of Transportation into Transit Grant Activity "Federal Transit Authority ("FTA") Operating Grant"**

**SPONSOR(S):**

**Mayor Jim Donchess**

**COMMITTEE  
ASSIGNMENT:**

**Human Affairs Committee**

**FISCAL NOTE:**

**Fiscal impact is a \$69,566.00 grant to be used for a specific purpose.**

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**ANALYSIS**

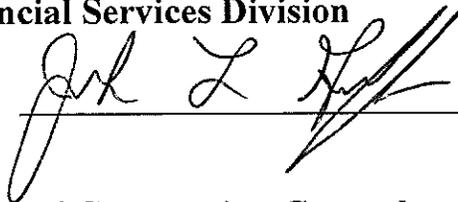
This resolution authorizes the city to accept and appropriate funds from the State of New Hampshire, Department of Transportation for the purpose of providing a portion of the non-Federal funds required to match Federal Transit Administration (FTA) operating funds. This funding shall be in effect through June 30, 2021.

---

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

**Financial Services Division**

**By:**



**Approved as to form:**

**Office of Corporation Counsel**

**By:**



**Date:**





## RESOLUTION

### ESTABLISHING AN INFORMATION TECHNOLOGY STUDY COMMITTEE

### *CITY OF NASHUA*

*In the Year Two Thousand and Twenty*

**RESOLVED** by the Board of Aldermen of the City of Nashua that there is hereby established an Information Technology Study Committee for the purpose of reviewing the current and future use of information technology city-wide, and to explore best practices and possible efficiencies and cost savings. Said committee will be comprised as follows:

1. A member of the Board of Aldermen, appointed by the Board President;
2. A member of the Board of Education, appointed by the Board President;
3. The Chief of the Police Department;
4. The Administrative Services Division Director;
5. Corporation Counsel; and
6. 4 individuals appointed by the Mayor and confirmed by the Board of Aldermen.

**LEGISLATIVE YEAR 2020**

**RESOLUTION:** R-20-021

**PURPOSE:** Establishing an Information Technology Study Committee

**ENDORSERS:** Mayor Jim Donchess

**COMMITTEE  
ASSIGNMENT:**

**FISCAL NOTE:** Minimal administrative expenditures.

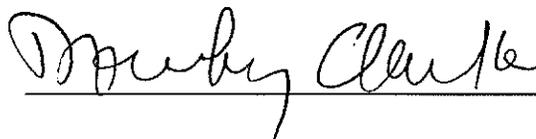
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**ANALYSIS**

This resolution establishes an Information Technology Study Committee as described.

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

By: 

Date: 4 March 2020



## RESOLUTION

**RELATIVE TO THE TRANSFER OF \$50,000 FROM DEPARTMENT 194  
“CONTINGENCY”, ACCOUNT 70100 “GENERAL CONTINGENCY” INTO FUND  
6500 “PROPERTY AND CASUALTY FUND”, ACCOUNT 68360 “LOSS PREVENTION”**

### *CITY OF NASHUA*

*In the Year Two Thousand and Twenty*

**RESOLVED** by the Board of Aldermen of the City of Nashua that \$50,000 be transferred from Department 194 “Contingency”, Account 70100 “General Contingency” into Fund 6500 “Property and Casualty Fund, Account 68360 “Loss Prevention” for the purpose of purchasing cleaning supplies and services related to the Coronavirus disease 2019 (COVID-19).

**LEGISLATIVE YEAR 2020**

**RESOLUTION:**

R-20-022

**PURPOSE:**

Relative to the transfer of \$50,000 from Department 194 "Contingency", Account 70100 "General Contingency" into Fund 6500 "Property and Casualty Fund", Account 68360 "Loss Prevention"

**SPONSOR(S):**

Mayor Jim Donchess

**COMMITTEE  
ASSIGNMENT:**

**FISCAL NOTE:**

Reduces amount available in general contingency by \$50,000. The current balance in the general contingency account is \$84,750. In addition to this resolution, there is a pending resolution, R-20-018, that would utilize \$25,000 from the current contingency account balance.

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**ANALYSIS**

This resolution authorizes the transfer of \$50,000 from General Contingency into the Risk Management Property and Casualty Fund for the purpose of purchasing cleaning supplies and services related to the Coronavirus disease 2019 (COVID-19).

Charter Sec. 53 permits the Board of Aldermen to transfer any unencumbered appropriation balance or any portion from one department, fund or agency to another.

NRO 5-130, H provides that "when proposed legislation to transfer or re-appropriate a particular appropriation or purpose thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending".

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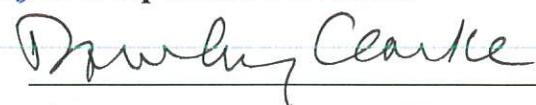
**Approved as to account  
structure, numbers and  
amount:**

**Financial Services Division**

By: 

**Approved as to form:**

**Office of Corporation Counsel**

By: 

Date: March 5, 2019