



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Rail & Transit
October 7, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Transportation to pay the City of Nashua, Nashua Transit System (NTS), Vendor # 157569, Nashua, NH, an amount not to exceed \$100,000.00, to provide a portion of the non-Federal Funds required to match Federal Transit Administration (FTA) grant funds, for eligible revenue rolling stock and passenger amenities to support Nashua Transit System, effective upon Governor and Executive Council approval, through June 30, 2025. 100% State Capital Funds.

Funding is available in the State Fiscal Year 2023 capital budget as follows. These funds will be encumbered once approved by G&C. Any unspent funds will carry forward into FY2024 without the Budget Office's intervention.

04-096-096-960030-1673	<u>FY 2023</u>
Capital Projects	
034-500160 Major Equipment	\$100,000.00

EXPLANATION

The State Capital Budget (Ch. 17-228:1-XXII: A- Aero, Rail, Transit) includes funds to match grants from the FTA for revenue vehicles and passenger amenities and facilities to assist transit agencies in leveraging the federal funds.

NTS will utilize FTA formula and/or discretionary grants to fund a minimum of eighty percent (80%) of the total cost of eligible items. State capital general funds will provide one-half, up to ten percent (10%), of the required non-federal match for eligible capital projects not to exceed \$100,000.00. Local agency funds will be applied to the remaining balance. The \$100,000.00 requested for NTS is based on the Department's review of the five-year capital plan submitted by NTS and will serve to help leverage a minimum of \$800,000.00 of FTA funds.

The provision of State capital funds assists public transit agencies in accessing federal funds to maintain their infrastructure and capital equipment, including a fleet of transit vehicles and passenger amenities, in a state of good repair. Doing so enables transit systems to operate at optimal safety and efficiency, thus providing the quality of service that riders have come to expect. The projects identified and approved by NHDOT for State capital general funds are listed below.

Description	Participating Percentage			Funding			
	FTA	STATE	NTS	Total Project Cost	FTA	STATE	NTS
Downtown Transit Center Rehab.	80%	10%	10%	\$600,000	\$480,000	\$60,000	\$60,000
Bus Shelter Updates	80%	10%	10%	\$400,000	\$320,000	\$40,000	\$40,000
	Totals			\$1,000,000	\$800,000	\$100,000	\$100,000

This agreement has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services Office, and subsequent to Governor and Council approval will be on file at the Department.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

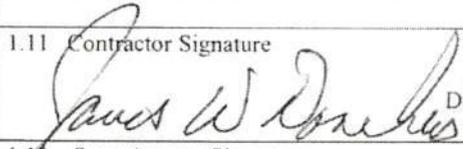
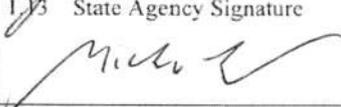
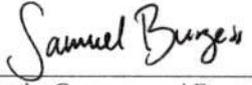
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential, or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

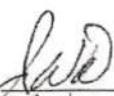
AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Dr., Concord, NH 03302-0483	
1.2 Contractor Name City of Nashua, Nashua Transit System		1.4 Contractor Address 11 Riverside Street, Nashua, NH 03060-3483	
1.5 Contractor Phone Number 603-880-0100	1.6 Account Number 04-096-096-960030-1673 Capital Projects 034-500160 Major Equipment	1.7 Completion Date 06/30/2025	1.8 Price Limitation \$100,000.00
1.9 Contracting Officer for State Agency Michelle Winters, Administrator, Bureau of Rail & Transit		1.10 State Agency Telephone Number 603-271-2468	
1.11 Contractor Signature  Date: 10/6/22		1.12 Name and Title of Contractor Signatory Jim Donchess Mayor	
1.13 State Agency Signature  Date: 10/14/22		1.14 Name and Title of State Agency Signatory Michelle L. Winters Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/2/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 10/6/22

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the

performance hereof and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations, and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term, or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take anyone, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's

discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise

out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies, and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials

Date 10/6/22

**CITY OF NASHUA
NASHUA TRANSIT SYSTEM
EXHIBITS TO CONTRACT**

EXHIBIT A	Special Provisions
EXHIBIT B	Scope of Services
EXHIBIT C	Budget
EXHIBIT D	Good Standing Exemption
Certificate of Corporate Vote	
Certificate of Insurance	

**CITY OF NASHUA
NASHUA TRANSIT SYSTEM
EXHIBIT A
SPECIAL PROVISIONS**

N/A

**CITY OF NASHUA
NASHUA TRANSIT SYSTEM
EXHIBIT B
SCOPE OF SERVICES**

- B.1.** The Contractor, the City of Nashua (Nashua Transit System – NTS) (hereinafter the “Contractor”), shall abide by the terms and conditions applicable to State Capital Matching funds, put forth through the New Hampshire Department of Transportation, 7 Hazen Drive, Concord, NH 03302-0483 (hereinafter referred to as “Department”), as follows:
- a) Funds shall be used to provide a maximum of one-half of the non-federal funds, up to 10% of the total eligible project costs and not to exceed \$100,000.00 of the required monies to match Federal Transit Administration (FTA) funds for eligible capital projects.
 - b) Eligible projects are identified in Exhibit C Budget.

**CITY OF NASHUA
NASHUA TRANSIT SYSTEM
EXHIBIT C
BUDGET**

- C.1. The Contract price, as defined in Section 1.8 of the General Provisions, are the respective State Capital Matching funds and are granted as follows:

Projects	State Capital Match Funds
Downtown Transit Center – rehabilitation	\$60,000.00
Bus shelter updates – system wide	\$40,000.00
Total Contract Funds	\$100,000.00

- C.2 The Contractor shall submit invoices for reimbursement that includes the item/project details as well as a breakdown of Federal/State/Local funds. NHDOT reserves the right to provide an invoice template to be used for reimbursement requests.
- C.3 Budget revisions to move funds between projects may be made with written approval of the Contracting Officer.

**CITY OF NASHUA
NASHUA TRANSIT SYSTEM
EXHIBIT D
GOOD STANDING EXEMPTION**

D.1. Nashua Transit System is not required to have a Certificate of Good Standing because they are a "political subdivision".

TITLE III
TOWNS, CITIES, VILLAGE DISTRICTS, AND
UNINCORPORATED PLACES

CHAPTER 38-A
MUNICIPAL TRANSIT AUTHORITY

Section 38-A:18

38-A:18 Contracts Made by the Authority. –

I The authority shall have the power to enter into contracts and agreements which it considers to be in the interests of its public purposes with any person or persons, with any public or quasi-public corporation with any state, and with the United States and any department or agency thereof. It shall have power (here stated in illustration and not in limitation of its power), to enter into agreements for the joint use of any property and rights by the authority and by any public utility operating any transportation facilities; to enter into agreements with any public utility operating any transportation facilities either within or without the metropolitan area for the joint use of any property of the authority or public utility, or the establishment of through routes, joint fares and transfer of passengers; and to enter into agreements with any person, or public corporation or quasi-public corporation for the maintenance, servicing, storage, operation or use of any transit facility, property or equipment on such basis as shall seem to the authority consonant with its public purposes.

II The authority may make contracts, leases and agreements with any department or agency of the United States of America or of the state of New Hampshire, or with any person or municipality or labor union, and may generally perform all acts necessary for the full exercise of the powers vested in it. The authority may acquire rolling stock or other property under conditional sales contracts, leases, equipment, trust certificates, or any other form of contract or trust agreement. Contracts may be let by an officer or employee of the authority or by the superintending corporation in such manner as may be authorized from time to time by the authority. Any revenue bond indenture may provide limitations upon the exercise of the powers stated in this section and such limitations shall apply so long as any of the revenue bonds issued pursuant to such indenture are outstanding and unpaid.

Source. 1963, 278 L. eff. Sept. 1, 1963

CERTIFICATION

I hereby certify that the attached document is a true and accurate copy of Resolution 22-058:

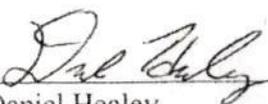
**RELATIVE TO THE ACCEPTANCE OF \$100,000 FROM THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION INTO TRANSIT GRANT ACTIVITY "TRANSIST
CAPITAL PROJECTS"**

Passed by the Board of Aldermen on September 14, 2022, and approved by the Mayor on September 23, 2022;

That the foregoing Resolution is in full force and effect, unamended, as of the date hereof.

WITNESS my hand and the seal of the said City of Nashua, New Hampshire, this 6th day of October, 2022

A true copy.
Attest:



Daniel Healey
City Clerk



RESOLUTION

RELATIVE TO THE ACCEPTANCE OF \$100,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION INTO TRANSIT GRANT ACTIVITY "TRANSIT CAPITAL PROJECTS"

CITY OF NASHUA

In the Year Two Thousand and Twenty-Two

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua is authorized to accept \$100,000 of State Capital Budget funds from the State of New Hampshire Department of Transportation into Transit Grant Activity "Transit Capital Projects" for the purpose of providing funds to match capital grants from the Federal Transit Administrations (FTA).

LEGISLATIVE YEAR 2022

RESOLUTION: R-22-058

PURPOSE Relative to the acceptance of \$100,000 from the State of New Hampshire Department of Transportation into Transit Grant Activity "Transit Capital Projects"

SPONSOR(S): Mayor Jim Donchess

COMMITTEE
ASSIGNMENT:

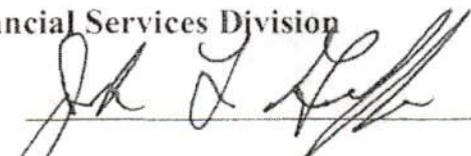
FISCAL NOTE: Fiscal impact is grant funding to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City of Nashua to accept State Capital Budget funds from the State of New Hampshire Department of Transportation for the purpose of providing funds to match Capital Grants from the Federal Transit Administrations. The City will utilize the funds towards bus shelter updates and the rehabilitation of the downtown Nashua Transit Center.

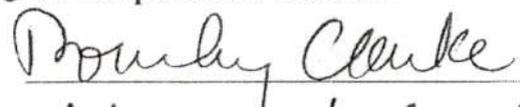
Approved as to account
structure, numbers, and
amount:

Financial Services Division

By: 

Approved as to form:

Office of Corporation Counsel

By: 

Date: 23 August 2022

RESOLUTION **R-22-058**

Relative to the acceptance of \$100,000 from the State of New Hampshire Department of Transportation into Transit Grant Activity "Transit Capital Projects"

Endorsed by

James W. Doughton MAYOR

IN THE BOARD OF ALDERMEN

1ST READING September 14, 2022

Referred to:

2nd Reading September 14, 2022

3rd Reading _____

4th Reading _____

Other Action _____

Passed September 14, 2022

Indefinitely Postponed _____

Defeated _____

Attest: *[Signature]* _____
City Clerk

Kari Wilshire _____
President

Approved *James W. Doughton* _____
Mayor's Signature

9/23/22 _____
Date

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____
City Clerk

President

CERTIFICATION OF MUNICIPALITY

I, Daniel Healey, City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

- 1. I am the duly appointed City Clerk for the City of Nashua, NH;
- 2. I maintain and have custody of and am familiar with the seal and minute books of the municipality;
- 3. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- 4. That James W. Donchess was elected Mayor, by the voters of the City of Nashua, at the Municipal Election held on November 5, 2019;
- 5. The attached is a true copy of City Charter Section 45 which identifies the Mayor as the chief administrative officer and head of the administrative branch of city government. As such, the mayor supervises the administrative affairs of the city, carries out the policies enacted by the Board of Aldermen, and performs those duties prescribed by resolution or ordinance of the Board of Aldermen.
- 6. The foregoing charter provision, approved by the voters of Nashua, is in full force and effect, unamended, as of the date hereof; and
- 7. The following persons lawfully occupy the office(s) indicated below:
 James W. Donchess, Mayor
 Steven Bolton, Corporation Counsel
 John Griffin, Chief Financial Officer/Tax Collector/Treasurer
 Daniel Healey, City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the Municipality this 6th day of October, 2022.

Attest:


 Daniel Healey, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 6th day of October 2022, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, to be the City Clerk of the municipality identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I have hereunto set my hand and official seal.


 Notary Public ~~Justice of the Peace~~

§ 45. [Mayor, general duties; administrative assistant, compensation]

The mayor shall be the chief administrative officer and the head of the administrative branch of the city government. He shall supervise the administrative affairs of the city and shall carry out the policies enacted by the board of aldermen. He shall enforce the ordinances of the city, this charter, and all general laws applicable to the city. He shall keep the board of aldermen informed of the condition and needs of the city and shall make such reports and recommendations as he may deem advisable, and perform such other duties as may be prescribed by this charter or required of him by ordinance or resolution of the board of aldermen, not inconsistent with this charter. He shall have and perform such other powers and duties not inconsistent with the provisions of this charter as now are or hereafter may be conferred or imposed upon him by municipal ordinance or upon mayors of cities by general law. The mayor shall nominate and the aldermen confirm an administrative assistant to the mayor who shall serve for an indefinite term and perform such duties and functions as the mayor shall designate. Said administrative assistant shall be chosen for his executive and administrative qualifications and need not be a resident of this state. He shall receive such compensation as may be set by ordinance.

Client#: 1664199

CITYNASH3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 12 Gill Street Suite 5500, Woburn, MA 01801, 855 874-0123. CONTACT NAME: Maria Nixon, PHONE: 855 874-0123, FAX: 781-376-5035, E-MAIL ADDRESS: Maria.Nixon@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: American Alternative Insurance Corp (NAIC # 19720), INSURER B: Safety National Casualty Corp (NAIC # 15105).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: FY 2022-2023 State Operating Match Contract.

CERTIFICATE HOLDER: STATE of NH DOT, 7 Hazen Drive, PO Box 483, Concord, NH 03302. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Todd R.

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