



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



46D

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Rail & Transit
November 21, 2024

REQUESTED ACTION

Authorize the Department of Transportation to pay the City of Nashua, Nashua Transit System (NTS), Vendor # 157569, Project # 69011, Nashua, NH, for an amount not to exceed \$130,500 to provide a portion of the non-Federal Funds required to match Federal Transit Administration (FTA) grant funds, for eligible revenue rolling stock, effective upon Governor and Executive Council approval, through June 30, 2029, 100% State Capital Funds.

Funds are available in the following account for Fiscal Year 2025:

04-096-096-960030-1340	<u>FY 2025</u>
19-146:1XVIF Public Transit	
034-500161 New Construction	\$130,500

EXPLANATION

The State Capital Budget (19-146:1XVIF-Public 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 the FTA formula and/or discretionary grants to fund a minimum of 85% of the total project cost. State general funds will provide one-half, up to 7.5% of the required 15% non-federal match for eligible capital projects, not to exceed \$130,500. Local agency funds will be applied to the remaining balance. The \$130,500 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 \$1,479,000 of FTA funds.

The provision of State capital funds assists public transit agencies in accessing FTA 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 general funds are listed below.

DESCRIPTION	PARTICIPATING %			TOTAL PROJECT COST
	FIA	STATE	NTS	
	85%	7.5%	7.5%	
6 ADA CNG Paratransit buses	\$1,479,000	\$130,500	\$130,500	\$1,740,000
Two-Year FY 2024-2025 Capital Match Totals	\$1,479,000	\$130,500	\$130,500	\$1,740,000

The extended procurement and delivery timeframes of the items listed above is significant and necessitates the identified completion date.

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,



William J. Cass, P.E.
Commissioner

Enclosures

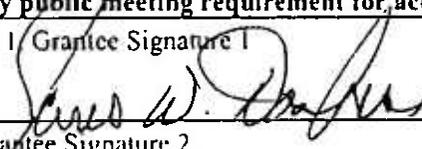
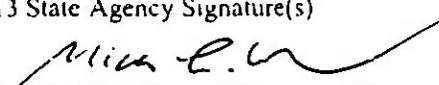
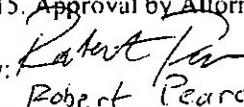
Subject: SFY 2024-2025 State Capital Match

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Transportation		1.2. State Agency Address PO Box 483, 7 Hazen Drive., Concord, NH 03302-0483	
1.3. Grantee Name City of Nashua, Nashua Transit System		1.4. Grantee Address 11 Riverside Street, Nashua, NH 03060-3483	
1.5. Grantee Phone # 603-880-0100	1.6. Account Number 04-096-098-960030-1673 Capital Project 034-500160 Major Equipment	1.7. Completion Date June 30, 2029	1.8. Grant Limitation \$130,500
1.9. Grant Officer for State Agency Michelle Winters, Director of Aeronautics, Bureau of Rail & Transit		1.10. State Agency Telephone Number 603-271-2468	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 JAMES W. DUNCKER, MAYOR	
Grantee Signature 2		Name & Title of Grantee Signor 2 N/A	
Grantee Signature 3		Name & Title of Grantee Signor 3 N/A	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Michelle Winters, Director of Aeronautics, Bureau of Rail & Transit	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: December 6, 2024			
1.16. Approval by Governor and Council (if applicable) By: _____ On: _____			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials 
Date 11/13/24

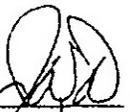
3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment in the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Initials

Date: 11/27/24

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident, and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
18. **WAIVER OF BREACH.** 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
19. **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 first above given.
20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **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.
23. **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 relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.


11/13/24

**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**

There are no modifications, deletions, or additions to the General Provisions in Form G-1.

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

B.1 The City of Nashua (Nashua Transit System – NTS) (hereinafter the “Grantee”), 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 the “State”), as follows:

1.1 Funds shall be used to provide a maximum of one-half of the non-federal funds, up to 7.5%, of the total eligible project costs and not to exceed \$130,500 of the required monies to match Federal Transit Administration (FTA) funds for eligible capital projects as listed in Exhibit C Budget.

1.2 State capital match funds will be provided by the State as shown in Exhibit C.

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

C.1 The Grant 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
4- Paratransit ADA buses	\$73,000
Bus Stop upgrades, including shelter	\$12,500
2- Medium Duty ADA buses	\$45,000
Total State Capital Match Funds	\$130,500

1.1 Funds are contingent upon State appropriations.

- C.2 The Grantee shall submit invoices for reimbursement that includes the item/project details as well as a breakdown of Federal/State/Local funds. The State reserves the right to provide an invoice template to be used for reimbursement requests.
- C.3 Budget revisions to move funds between projects, or to change a project type/scope based on operational considerations, may be made with the written approval of the State.

**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 as 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. 67; Sept. 1, 1963

City of Nashua
9 Main Street
Nashua, NH 03061-2019
(603) 589-3010, Option #5
CityClerkDept@NashuaNH.Gov

Office of the City Clerk

Daniel Healey

City Clerk

Roger Ordway Jr.

Deputy City Clerk



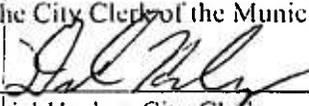
CERTIFICATION OF MUNICIPALITY

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 7, 2023;
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
 - Dawn Enwright, Tax Collector/Treasurer
 - Daniel Healey, City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the Municipality on November 13, 2024.

Attest:

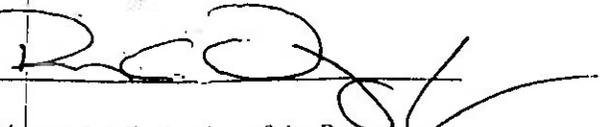

Daniel Healey, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On November 13, 2024, 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.

Roger C. Ordway Jr.
Notary Public, State Of New Hampshire
My Commission Expires Oct. 16, 2029


Notary Public/Justice of the Peace

CERTIFICATION

I hereby certify that the attached document is a true and accurate copy of Resolution 24-094

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$617,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION FTA SECTION 5339 FUNDS AND \$130,500 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION STATE FISCAL YEAR 2025 CAPITAL MATCH FUNDS INTO TRANSIT GRANT ACTIVITY "TRANSIT CAPITAL PROJECT"

Passed by the Board of Aldermen on October 28, 2024, and approved by the Mayor on November 12, 2024;

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 13th day of November 2024.

A true copy.
Attest:



Daniel Healey
City Clerk



RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$617,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION FTA SECTION 5339 FUNDS AND \$130,500 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION STATE FISCAL YEAR 2025 CAPITAL MATCH FUNDS INTO TRANSIT GRANT ACTIVITY "TRANSIT CAPITAL PROJECTS"

CITY OF NASHUA

In the Year Two Thousand and Twenty-Four

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua is authorized to accept and appropriate \$617,000 of State of New Hampshire Department of Transportation Federal Transit Administration Section 5339 funding into Transit Grant Activity "Transit Capital Projects" for the purpose of bus engine overhauls and rehabilitation and replacement of ADA Paratransit buses; and

FURTHER RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua is authorized to accept and appropriate \$130,500 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) for the purchase of ADA Paratransit buses, bus stop infrastructure upgrades (including shelters), and medium duty ADA Paratransit buses.

LEGISLATIVE YEAR 2024

RESOLUTION:

R-24-094

PURPOSE:

Relative to the acceptance and appropriation of \$617,000 from the State of New Hampshire Department of Transportation FTA Section 5339 Funds and \$130,500 from the State of New Hampshire Department of Transportation State Fiscal Year 2025 Capital Match Funds into Transit Grant Activity "Transit Capital Projects"

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Budget Review Committee

FISCAL NOTE:

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

ANALYSIS

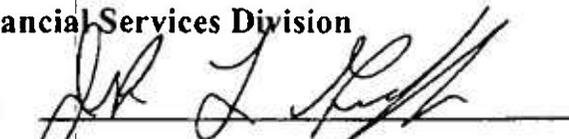
This resolution authorizes the City to accept and supplementally appropriate grant funds for the purpose of bus engine overhauls and rehabilitation and replacement of ADA Paratransit buses, as well as grant funds for the purpose of providing funds to match Capital Grants from the Federal Transit Administrations (FTA) for the purchase of ADA Paratransit buses, bus stop infrastructure upgrades (including shelters), and medium duty ADA Paratransit buses.

Charter Sec. 53 permits specific non-budget, supplementary appropriations. There should be notice and a public hearing. A two-thirds vote is required under Charter Sec. 56-b for an item or amount not in the Mayor's budget. A roll call is required under Charter Sec. 49.

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

Financial Services Division

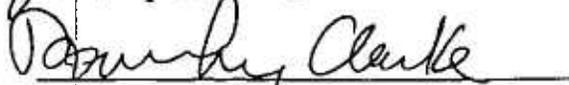
By:



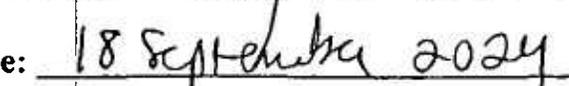
Approved as to form:

Office of Corporation Counsel

By:



Date:



RESOLUTION R-24-094

Relative to the acceptance and appropriation of \$617,000 from the State of New Hampshire Department of Transportation FTA Section 5339 Funds and \$130,500 from the State of New Hampshire Department of Transportation State Fiscal Year 2025 Capital Match Funds into Transit Grant Activity "Transmit Capital Project"

IN THE BOARD OF ALDERMEN

1ST READING September 24, 2024

Referred to:
Budget Review Committee

2nd Reading October 28, 2024

3rd Reading _____

4th Reading _____

Other Action _____

Passed October 28, 2024

Indefinitely Postponed _____

Defeated _____

Attest: [Signature]
City Clerk

[Signature]
President

Approved [Signature]
Mayor's Signature

11/12/24

Endorsed by:
[Signature] MAYOR
[Signature] O'BRIEN
[Signature] THIBEAULT
[Signature] KLEE
[Signature] DOWD
[Signature] WILSHIRE
[Signature] KELLY

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____
City Clerk

President

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Nashua Transit System (City of Nashua)

The Applicant certifies to the applicable provisions of all categories: (check here)

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature **Matthew Sullivan** Digitally signed by Matthew Sullivan
Date: 2024.03.11 11:36:12 -04'00' Date: _____

Name **Matthew Sullivan, Community Development Director** Authorized Representative of Applicant

FFY 2024 MASTER AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT

The Federal Transit Administration (FTA) Federal Fiscal Year 2024 Master Agreement requires recipients and subrecipients to comply with the requirements contained in the agreement in order to receive Federal funds. The language contained in the Master Agreement must be incorporated into the administration of the agreement my agency has with the New Hampshire Department of Transportation (NHDOT).

I acknowledge receipt of the FFY 2024 Federal Transit Administration (FTA) Master Agreement and understand this agreement is referred to in my agency's agreement with NHDOT by reference. The Master Agreement remains in force for the term of the agreement.

Nashua Transit System
Name of Agency

6/25/2024
Date

Matthew Sullivan
Name of Authorized Official

Matthew
Sullivan
Digitally signed by Matthew Sullivan
DN: cn=Matthew Sullivan, o=NHSTA, ou=NHSTA, email=msullivan@nhsta.com, c=US
Date: 2024.06.25 10:29:29 -0400
Signature

Camille Correa

Career Summary

Transportation Executive Administrator with 20 years of experience administrating both rural and urban public transit systems directly and through contracted services.

Core Competencies

- ◆ Customer Service
- ◆ Fiduciary Management
- ◆ Grants Administration
- ◆ Problem Solving / Resolution
- ◆ Change Management and Implementation
- ◆ Data Analysis and Performance Metrics
- ◆ Marketing and Outreach
- ◆ Supplier and Contractor Relationships
- ◆ Staff Development / Mentorship
- ◆ Interpersonal Relationship Development
- ◆ Increasing Use of Technology Solutions
- ◆ Community Growth Champion

Professional Experience

CITY OF NASHUA, NASHUA TRANSIT SYSTEM 2021 – present, Transit Administrator

Overall primary responsibility for NTS System administration including management of 9 staff members and Contractor responsible for the Driver Operators and Dispatch staff.

- Responsible for effectiveness oversight and regulatory compliance of training programs, standard operating procedures, safety programs, authority procurement policies and programs, drug and alcohol program, transit asset management program, Americans with Disabilities Act (ADA), Title VI, and Disadvantaged Business Enterprise (DBE).
- Responsible for overall administration, monitoring, regulatory compliance, and reporting of the authority grants program including Federal Transit Administration, New Hampshire Department of Transportation, and Local Municipal funding sources.
- Responsible for development, monitoring, and reporting of service key performance indicators including safety and operational performance, financial, maintenance, and training programs.
- Responsible for all public communication, marketing, outreach, and involvement programs including the transit advisory board, website development, service marketing, radio and print advertisements, and social media presence.

WESTERN PIEDMONT REGIONAL TRANSIT AUTHORITY, HICKORY, NC 2008 – 2021, Executive Director, 2013-2021

Overall primary responsibility for authority system administration including management of 90 staff members (4 senior management staff) with sole direct reporting to the authority board of directors.

- Responsible for effectiveness oversight and regulatory compliance of training programs, standard operating procedures, safety programs, authority procurement policies and programs, drug and alcohol program, transit asset management program, Americans with Disabilities Act (ADA), Title VI, and Disadvantaged Business Enterprise (DBE).
- Responsible for overall administration, monitoring, regulatory compliance, and reporting of the authority grants program including Federal Transit Administration, North Carolina Department of Transportation, and Local Municipal funding sources.
- Responsible for development, monitoring, and reporting of service key performance indicators including safety and operational performance, financial, maintenance, and training programs.
- Responsible for all public communication, outreach, and involvement programs including the transit advisory board, website development, service marketing, radio and print advertisements, and social media presence.

BURKE COUNTY TRANSIT ADMINISTRATION, MORGANTON, NC

Executive Director, 2004-2008

Overall primary responsibility for non-profit system administration including management of 25 staff members (4 senior management staff) with sole direct reporting to the board of directors and county commissioners.

- Responsible for development, monitoring, and continual regulatory compliance of training programs, safety programs, operational and personnel procedures, procurement program, drug and alcohol surveillance program, and transit asset management program.
- Responsible for management and oversight of contracted vehicle maintenance services.
- Responsible for implementation and administration of the NC State Department of Transportation Rural Operating Assistance Program (ROAP) including Medicaid transportation coordination with contracted parties and partner county agencies, Out of County medical transportation, in compliance with the Americans with Disabilities Act (ADA) and Title VI.
- Responsible for preparation and submission of statistical data and compliance reports supporting grants awarded by the Federal Transit Administration, North Carolina Department of Transportation, and Local Municipal funding sources.
- Responsible for development of the community outreach and involvement and marketing programs to increase ridership and citizen awareness of the benefits of public transportation. Implemented rider training program to encourage citizens to experience public transit.
- Responsible for serving as the Burke County representative in the planning and development of the Western Piedmont Regional Transit Authority.

WILSON COUNTY TRANSPORTATION SYSTEM, WILSON, NC
Transportation Coordinator, 2001-2004

Overall responsibility for Transportation System Administration including management of all contracted services, reporting to the Planning Director.

- Responsible for preparation and submission of statistical data and compliance reports supporting Rural Operating Assistance Programs, Federal Transit Administration and North Carolina Department of Transportation.
- Directly responsible for coordination and oversight of Paratransit, Medicaid, Nutrition, and Out of County medical transportation services.
- Coordinated preventative maintenance program and provided direct customer service including resolution of complaints.

Education

GONZAGA UNIVERSITY, SPOKANE, WA
Bachelor of Science, May 1995

Additional Skills

- ◆ Proficient in Microsoft Office
- ◆ Proficient in QuickBooks
- ◆ Transportation Scheduling Software including RouteMatch and CTS
- ◆ Fleet / Asset Management Software / AVL

Professional Memberships and Awards

- ◆ President of the North Carolina Public Transportation Association (2017 – 2021)
- ◆ Board Member and Committee Chair of the North Carolina Public Transportation Association (2007 – 2021)
- ◆ Board Member Greater Hickory Metropolitan Transportation Advisory Committee (2014 – 2021)
- ◆ Member of the Project Management Institute (2018 – present)
- ◆ NC Department of Transportation Western Transportation Director Award (2014)
- ◆ NC Public Transportation Leadership Award (multiple years)