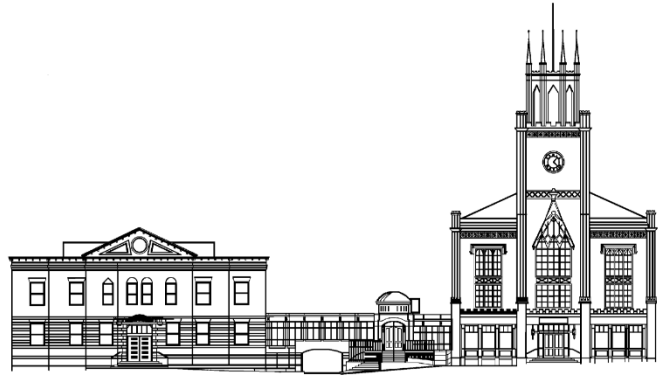




COMMITTEE ON COMMUNITY IMPROVEMENT

October 4, 2021 at 5:00 PM

Aldermanic Chambers, City Hall (3rd Floor)

Members: Aldermen Cavanaugh, O'Neil, A. Sapienza, Roy, E. Sapienza

AGENDA

The Chairman calls the meeting to order.

The Clerk calls the roll.

1. Summary of abatement requests submitted by Fred McNeil, Chief Engineer.
Gentlemen, what is your pleasure?
2. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$23,334 for CIP 212022 Oral Health Program.
Gentlemen, what is your pleasure?
3. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$1,503,370 for CIP 411022 Assistance to Firefighters Grant-SCBA.
Gentlemen, what is your pleasure?
4. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$41,984 for CIP 410922 Highway Safety Grant.
Gentlemen, what is your pleasure?
5. Amending Resolution and Budget Authorizations providing for the transfer and expenditure of funds in the amount of \$98,981.10 for CIP 411122 Radiological Emergency Preparedness Program.
Gentlemen, what is your pleasure?
6. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$26,000 for CIP 411222 ALS Response Program.
Gentlemen, what is your pleasure?

7. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$9,990 for CIP 411322 Police Academy Cadre.
Gentlemen, what is your pleasure?
8. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$500,000 for CIP 411422 Substance Abuse Reduction Initiative.
Gentlemen, what is your pleasure?
9. Amending Resolution and Budget Authorizations providing for the acceptance and expenditure of funds in the amount of \$2,538,601 for CIP 610722 HUD HOME-ARP Housing Initiatives and HUD HOME-ARP Planning and Administration Support.
Gentlemen, what is your pleasure?
10. Communication from the property owner of 182 Notre Dame Avenue requesting subordination of a City lien in the amount of \$38,700.
Gentlemen, what is your pleasure?
11. Communication from the property owners of 426 E. High Street requesting subordination of a City lien in the amount of \$20,000.
Gentlemen, what is your pleasure?
12. Communication from Steve Hoeft, Business Service Officer, requesting an extension of the following three Police Projects through 9/20/2022:
 - CIP 410220 Project Safe Neighborhood
 - CIP 410619 ACERT Program
 - CIP 411319 Brass-Trax Program**Gentlemen, what is your pleasure?**
13. Communication from Andre Parent, Fire Chief, requesting the renaming of CIP 411517 Safe Station to SUD Response Project and extending the project through December 31, 2023.
Gentlemen, what is your pleasure?

If there is no further business, a motion is in order to adjourn.

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Patrick Robinson, Chair
James Burkush
Trixie Dysart
Armand Forest
Kathy Sullivan

CITY OF MANCHESTER
Department of Public Works
Environmental Protection Division

Memo

Date: 9/14/2021 21-161
To: CIP Committee
Cc: Lisa Hynes – EPD
Matthew Normand – City Clerks Office
From: Frederick McNeill 
RE: EPD Abatement Requests

The attached tables summarize the 28 sewer abatements reviewed by the Highway Commission at their monthly meeting on September 13, 2021.

Backup documentation for these sewer abatement requests is on file with the City Clerk's office. The electronic version of this request will be forwarded to you as well as the City Clerk's office.

Please let me know if you need any additional information.

Summary of Abatement Requests
September 9, 2021 to Highway Commission
September 14, 2021 to CIP/City Clerk

Number	Customer Acct #	Customer	Property Address	Abatement Request Rec'd	Request Reason	EPD Recommendation	Justification	Abatement Amount	Highway Recommendation
1	194205-13354	Wagner	564 River Rd	03/10/20	running toilet	Deny	below 250% threshold -190%	0.00	Deny
2	193909-11646	Weiss	386 Rimmont St	01/27/21	toilet leak	Grant	above 250% threshold -326%	350.17	Grant
3	192477-25028	Collings	314 Central St	02/28/21	toilet leaks	Grant	above 250% threshold -367%	1,252.67	Grant
4	48443-34378	Ladouceur	385 Chase Way	03/09/21	leaking outdoor faucet	Grant	above 250% threshold -2113%	296.25	Grant
5	189101-65610	Wanmei Properties	189101-65610	03/12/21	numerous toilets leaking	Grant	above 250% threshold -278%	926.10	Grant
6	165457-1586	Berberi	264 Merrimack St.	03/29/21	toilet leak	Grant	above 250% threshold -735%	618.75	Grant
7	177205-2518	RA Properties	111 Pine St	03/30/21	hot water tank leak	Grant	above 250% threshold -881%	937.50	Grant
8	130379-36462	Conway	195 Boynton St.	04/08/21	numerous toilets leaking	Grant	above 250% threshold -524%	810.00	Grant
9	154483-21826	Hall	69 S. Wilson St.	05/03/21	hot water tank replaced	Deny	below 250% threshold -2081%	0.00	Deny
10	89423-66420	Blazon	1454 Union St.	05/06/21	outside water left on	Grant	above 250% threshold -392%	285.00	Grant
11	163719-12810	Daneault-Wenzel	65-67 Boutwell St	05/13/21	numerous toilets leaking	Grant	above 250% threshold -422%	754.49	Grant
12	153343-4550	Melas	277 Laurel St.	05/17/21	toilet leak	Grant	above 250% threshold -290%	2,133.75	Grant
13	147795-42450	Silakos	80 Pine Island Rd	05/19/21	toilet leak	Grant	above 250% threshold -514%	341.25	Grant
14	187105-64952	Li	77-79 Prospect St.	05/19/21	toilet leak	Grant	above 250% threshold -280%	454.86	Grant
15	187841-18178	Romeo	12 Cumberland St.	05/20/21	running toilet	Grant	above 250% threshold -475%	960.00	Grant
16	175529-2106	Gilmartin	729 Pine St.	05/20/21	disgruntled tenant messaged with toilet	Grant	above 250% threshold -1655%	1,166.25	Grant
17	178087-2202	H & I Enterprise LLC	41 Webster St.	05/20/21	running toilet	Grant	above 250% threshold -2033%	418.76	Grant
18	189475-32644	Pfeiffer/Moore	336 Calef Rd	05/25/21	running toilet	Deny	below 250% threshold -236%	0.00	Deny
19	48965-34672	Laberge	184 Wellesley St	06/03/21	toilet leak	Grant	above 250% threshold -1233%	490.96	Grant
20	188933-10706	McNamara	485 Dubuque St.	06/03/21	toilet leak	Grant	above 250% threshold -269%	330.00	Grant
21	57335-40062	Howe	154 Conant St.	06/04/21	pipe burst in empty building	Grant	above 250% threshold -16475%	2,456.25	Grant
22	52109-36648	Fournier	67 Boynton St.	06/08/21	hot water tank replaced	Grant	above 250% threshold -773%	933.75	Grant
23	144037-66358	Conveal/365 Dubuque St	365-369 Dubuque St	06/14/21	toilet leak	Grant	above 250% threshold -355%	611.25	Grant
24	164931-33366	Martel	81 Shirley Hill Rd	06/17/21	toilet leak	Grant	above 250% threshold -653%	352.50	Grant
25	83463-62780	H & R Realty Co.	80 Canal St.	07/06/21	Irrigation system failure	Deny	Abatement received past 90 day	0.00	Deny
26	5817-3764	Formosa Co. LLC	215 Lake ave	07/07/21	hot water tank	Deny	below 250% threshold -235%	0.00	Deny
27	36791-25160	Palys	14 South St.	07/07/21	pipe burst in empty building	Grant	above 250% threshold -0%	3,018.75	Grant
28	870396-65228	Gagnon	730 Hall St.	08/30/21	toilet leak	Deny	below 250% threshold -1673%	0.00	Deny
Total Abatements								\$19,899.26	

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 3/10/2020

Customer Name: Wagner Account #: 194205-13354
Combine Billing

Property Address: 564 River Rd

Reason for Request: running toilet

Service Dates: 11/12/2019-2/10/2020 Bill Date: 3/18/2020

Consumption: 93 ccf % Increase from Average: 190%

Average Consumption: 49 ccf Based on: used 5 subsequent quarters
Limited history

Difference: 44 ccf

Other Comments: According to resident original abatement form mailed May 2020 but never received by EPD

EPD
Recommendation: Deny - Abatement does not exceed the 250% threshold

Deny Form
9/9/21

Abatement Total: ccf at \$ 3.61 \$ -

Highway
Recommendation:  Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Toni Pappas
Patrick Robinson
James Burkush
Trixie Vazquez
Armand Forest

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Copy of Original
never rec'd

Name: David Wagner
Address: 564 River Rd
Manchester (City) NH (State) 03104-1946 (Unit)
Phone Number: 603-626-9500 (Zip)

Customer Account Number: 194205-13354
Address of Property for which Abatement is Requested:
564 River Rd
Manchester (City) NH (State) 03104-1946 (Unit)
(Zip)

Billing Period: 11-12-19 2-10-20

Amount of Abatement Request: _____

Reason for Abatement Request: Running Toilet

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes No N/A

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

3-10-20
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 1/27/2021

Customer Name: Weiss

Account #: 193909-11646
Combine Billing

Property Address: 386 Rimmon St.

Reason for Request: toilet leak

Service Dates: 10/13/20-1/11/21

Bill Date: 2/26/2021

Consumption: 140 ccf % Increase from Average: 326%

Average Consumption: 43 ccf Based on: limited history
used some of prior owners

Difference: 97 ccf

Other Comments: _____

EPD Recommendation: Grant - Abatement exceeds the 250% threshold.

Approved Jim 1/11/21

Abatement Total: 97 ccf at \$ 3.61 \$ 350.17

Highway Recommendation: Approved

Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Ryan Weiss
Address: 386 Rimmon St Apt. 3
Manchester (City) NH (State) 03102 (Zip)
Phone Number: 603-370-8103

Customer Account Number: 193909-11646

Address of Property for which Abatement is Requested:

386 Rimmon St
Manchester (City) NH (State) 03102 (Zip)

Billing Period: 10-13-21 to 1-11-21

Amount of Abatement Request: \$371.83

Reason for Abatement Request: I discovered a toilet leak in apartment #2 and replaced the leaking valve.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Ryan Weiss
(Signature)

01/27/2021
(Date)

300 Winston Street • Manchester, New Hampshire 03103 • (603) 624-6595 • FAX: (603) 628-6234
E-mail: EPD@manchesternh.gov • Website: www.manchesternh.gov

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 2/28/2021

Customer Name: Collins

Account #: 192477-25028
Combine Billing

Property Address: 314 Central St.

Reason for Request: Toilet leaks

Service Dates: 11/24/20-2/24/21-5/24/21

Bill Date: 4/7/21 & 7/7/21

Consumption: 477 ccf

% Increase from Average: 367%

Average Consumption: 130 ccf

Based on: used previous 6 quarters limited history

Difference: 347 ccf

Other Comments: _____

EPD Recommendation: Grant-Abatement exceeds the 250% threshold

*Approved Jm
9/9/21*

Abatement Total: 347 ccf at \$ 3.61 \$ 1,252.67

Highway Recommendation: Approved

Date: 9.13.21

Kevin A. Sheppard, P.E.
Public Works Director

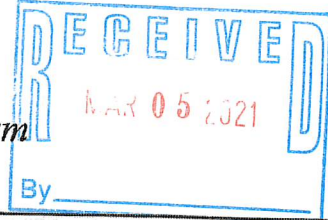
Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER
Sewer Fee Abatement Request Form



Name: Kim L Collins

Address: 82 Shore Dr
Salem (Street) NH (City) 03079 (Unit)

Phone Number: 603 486 4980 (State) 03079 (Zip)

Customer Account Number: 192477-25028

Address of Property for which Abatement is Requested:
314 Concord St
Manchester (Street) NH (City) 03104 (Unit)

Billing Period: 11-24-20 - 2-24-21 - 5-24-21

Amount of Abatement Request: \$628.14

Reason for Abatement Request: toilet leak

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

The toilet thing stuck and tenants didn't let me know until now. I asked & they go since you asked I came over & had it repair thanks

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Kim L Collins
(Signature)

2-28-21
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 3/9/2021

Customer Name: Ladoucer

Account #: 48443-34378

Combine Billing

Property Address: 385 Chase Way

Reason for
Request: Leaking outdoor faucet

Service Dates: 11/10/20-2/9/21

Bill Date: 3/18/2021

Consumption: 169

% Increase
from Average: 2113%

Average
Consumption: 8

Based on: 5 year average

Difference: 161

Other Comments: _____

EPD
Recommendation: Grant-Abatement exceeds the 250% threshold

*Approved Jm
9/9/21*

Abatement Total: 161 ccf at \$ 3.61 \$ 296.25

Highway
Recommendation: Approved

Date: 9.13-21

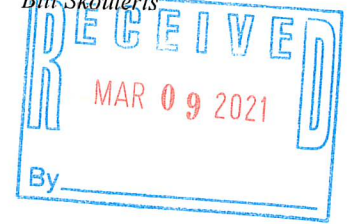
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris



CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: PAUL D. LADOUCEUR

Address: 385 CHASE WAY
(Street)

MANCHESTER NH 03104
(City) (State) (Zip)

Phone Number: 603-264-1318

Customer Account Number: 48443 / 34378

Address of Property for which Abatement is Requested:

385 CHASE WAY
(Street)

MANCHESTER NH 03104
(City) (State) (Zip)

Billing Period: 11-20-20 - 2-9-21

Amount of Abatement Request: 577.60

Reason for Abatement Request: LEAKING OUTDOOR FAUCET

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

 Yes X No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Paul D. Ladouceur
(Signature)

3-6-21
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 3/12/2021

Customer Name: Wanmei Property LLC

Account #: 189101-65610

Combine Billing

Property Address: 844 Somerville St

Reason for Request: unreported leak & running toilet in apt.

Service Dates: 9/8/20-12/7/20-3/8/21

Bill Date: 1/20/21 & 4/20/21

Consumption: 211 ccf 200

% Increase from Average: 278%

Average Consumption: 76 ccf 83

Based on: 5 year average

Difference: 135 ccf 117
3.61 3.75

limited history
used some from prior owners

Other Comments: _____

EPD Recommendation: Grant-Abatement exceeds the 250% threshold

*Approved Jm
9/19/21*

Abatement Total:	117 ccf	at \$ 3.75	\$	438.75
	135 ccf	at \$ 3.61	\$	487.35

Highway Recommendation: Approved

Date: 2-13-21

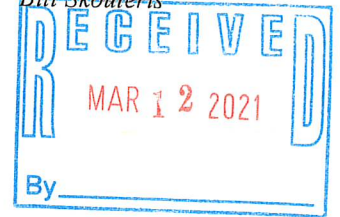
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris



CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: WANNEI PROPERTY LLC
Address: C/O PELLOVIN 161 RIVER RD
MANCHESTER (City) NH (State) 03104 (Unit)
Phone Number: 603-625-5115 (Zip)

Customer Account Number: 189101-65610

Address of Property for which Abatement is Requested:
844 SOMERVILLE ST
MANCHESTER (City) NH (State) 03103 (Unit)
(Zip)

Billing Period: 9/8/20 - 9/7/20

Amount of Abatement Request: \$ 686.02

Reason for Abatement Request: unreported water leak at shut off valve resulting in a large puddle in the basement along with a running toilet in the same unit that was not reported.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

water from hole in pipe below water shut off pooled in basement.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

3-11-21
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

✓

Date Received: 3/29/2021

Customer Name: Berberi Account #: 165457-1586
Combine Billing

Property Address: 264 Merrimack St

Reason for Request: toilet leak

Service Dates: 12/21/20-3/22/21 Bill Date: 5/10/2021

Consumption: 191 ccf % Increase from Average: 735%

Average Consumption: 26 ccf Based on: 5 year average

Difference: 165 ccf

Other Comments: _____

EPD Recommendation: Grant-Abatement exceeds the 250% threshold

*Approved Jm
9/12/21*

Abatement Total: 165 ccf at \$ 3.75 \$ 618.75

Highway Recommendation: *Approved* Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

Rec'd
3-21

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: BLEDAR BERBERI

Address: 264 MERRIMACK ST # 1

MANCHESTER (Street) NH (Unit)
(City) (State) 03103 (Zip)

Phone Number: 603 2033434

Customer Account Number: 165457-1586

Address of Property for which Abatement is Requested:

214 Merrimack St
(Street) (Unit)

(City) (State) (Zip)

Billing Period: 12-21-20 - 3-22-21

Amount of Abatement Request: _____

Reason for Abatement Request: Toilet leak

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

____ Yes ____ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Bledar Berberi
(Signature)

03,29,21
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

✓

Date Received: 3/30/2021

Customer Name: RA Properties Account #: 177205-2518
Combine Billing

Property Address: 111 Pine St.

Reason for Request: Hot water tank leak

Service Dates: 12/21/20-3/22/31 Bill Date: 5/5/2021

Consumption: 282 ccf % Increase from Average: 881%

Average Consumption: 32 ccf Based on: 5 year average

Difference: 250 ccf

Other Comments: _____

EPD Recommendation: Grant- Abatement exceeds the 250% threshold.

Approved Jm
9/9/21

Abatement Total: 250 ccf at \$ 3.75 \$ 937.50

Highway Recommendation: *Approved* Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: RA Properties

Address: 172 Route 101 21
(Street) (Unit)
Bedford NH 03110
(City) (State) (Zip)

Phone Number: 603-714-1889

Customer Account Number: 177205-2518

Address of Property for which Abatement is Requested:
111 Pine St
(Street)
Manchester NH 03103
(City) (State) (Zip)

Billing Period: Jan 2021 - March 2021

Amount of Abatement Request: \$ 903.75

Reason for Abatement Request: Hot water tank leaked really
badly

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

Water was In Basement. floor IS dirt and eventually
absorbed the water

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Adesman
(Signature)

3/30/21
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 4/8/2021

Customer Name: Conway

Account #: 130379-36462
Combine Billing

Property Address: 195 Boynton St.

Reason for
Request: numerous leaking toilets

Service Dates: 1/4/21-4/2/21

Bill Date: 5/12/2021

Consumption: 267 ccf % Increase
from Average: 524%

Average
Consumption: 51 ccf Based on: 5 year average

Difference: 216 ccf

Other Comments: _____

EPD
Recommendation: Grant-Abatement exceeds the 250% threshold

*Approved Jm
9/9/21*

Abatement Total: 216 ccf at \$ 3.75 \$ 810.00

Highway
Recommendation: Approved

Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Paul Conway

Address: 776 Bille Hill Rd

Manchester (City) NH (State) 03043 (Unit)
(Zip)

Phone Number: 603-247-2596

Customer Account Number: 130379-36462

Address of Property for which Abatement is Requested:

195 Boynton St. #1 & #2
(Street) (Unit)
Manchester (City) NH (State) 03102 (Zip)

Billing Period: 1/4/2021 to 4/2/2021

Amount of Abatement Request: \$761.25

Reason for Abatement Request: 2 leaking toilets & 1 leaking valve in the basement. Tenants had adjusted tank water level too high which was above the overflow stand pipe.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

Leaking valve in basement. Stone foundation
Valve replaced April 6, 2021

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Paul Conway
(Signature)

April 8, 2021
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 5/3/2021

Customer Name: Hall

Account #: 154483-21826
Combine Billing

Property Address: 69 S. Wilson St.

Reason for
Request: hot water tank replaced

Service Dates: 11/24/20-2/24/20

Bill Date: 4/7/2021

Consumption: 102 ccf

% Increase
from Average: 208%

Average
Consumption: 49 ccf

Based on: limited history
used prior owners

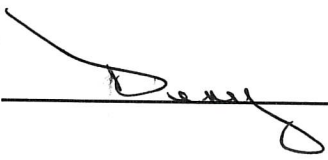
Difference: 53 ccf

Other Comments: _____

EPD
Recommendation: Deny - Abatement does not exceed the 250% threshold

*Deny Jim
4/9/21*

Abatement Total: _____ ccf at \$ 3.61 \$ _____ -

Highway
Recommendation: 

Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

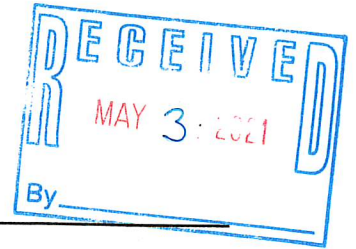
Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER

Sewer Fee Abatement Request Form



Name: Bruce W Hall

Address: 69 S Wilson St

Manchester (Street) NH (Unit) 03103 (Zip)

Phone Number: 603 837 7206

Customer Account Number: 154483-21826

Address of Property for which Abatement is Requested:

69 S. Wilson St. (Street)
Manchester (City) NH (State) 03103 (Zip)

Billing Period: 11-24-20 — 2-24-21

Amount of Abatement Request: \$221.25

Reason for Abatement Request: hot water tank leak replace
expansion tank and relief valve

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

basement

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☒ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Bruce Hall
(Signature)

4-16-21
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

✓

Date Received: 5/3/2021

Customer Name: Blazon Account #: 89423-66420
Combine Billing

Property Address: 65-67 Boutwell St.

Reason for Request: toilet leak

Service Dates: 1/11/21-4/12/21 Bill Date: 5/29/2021

Consumption: 102 ccf % Increase from Average: 392%

Average Consumption: 26 ccf Based on: 5 year average

Difference: 76 ccf

Other Comments: _____

EPD
Recommendation: Grant- Abatement exceeds the 250% threshold.

Approved Jim
9/13/21

Abatement Total: 76 ccf at \$ 3.75 \$ 285.00

Highway Recommendation: Approved Date: 9.13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris



CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Henry E. Blazon

Address: 65167 Boutwell St 41 Dionne Dr
(Street)
Manchester NH (Unit)
(City) (State) 03102 (Zip)

Phone Number: 603-668-7038

Customer Account Number: 89423-666400

Address of Property for which Abatement is Requested:
65167 Boutwell St
(Street)
Manchester NH (Unit)
(City) (State) 03102 (Zip)

Billing Period: 2nd week of April 1-11-21 - 4-12-21

Amount of Abatement Request: \$ 285.00

Reason for Abatement Request: Toilet leak

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

See attached work orders from Jan 19, 2021 - 3/13/2021

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Suzanne & Henry Blazon
(Signature)

5-3-21
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 5/6/2021

Customer Name: Daneault-Wenzel

Account #: 163719-12810
Combine Billing

Property Address: 1454 Union St.

Reason for
Request: Out side water left on Home owner was rushed to hospital

Service Dates: 5/11/20-8/10/20-11/10/20

Bill Date: 9/16/20-12/16/20

Consumption: 274 ccf % Increase
from Average: 422%

Average
Consumption: 65 ccf Based on: 5 year average

Difference: 209 ccf

Other Comments: _____

EPD
Recommendation: Grant - Abatement exceeds the 250% threshold

*Approved Jm
9/9/21*

Abatement Total: 209 ccf at \$ 3.61 \$ 754.49

Highway
Recommendation: Approved

Date: 9-13-21

Rec'd email
5-2-21

CITY OF MANCHESTER Sewer Fee *Abatement Request Form*

Name: Sasha Dancault

Address:

(Street) 1454 Union Street

(Unit) Manchester

(State) NH

(Zip) 03104

(City) Phone Number: 603-858-8164

Customer Account Number: 163719-12810

Address of Property for which Abatement is Requested:

(Street) 1454 Union Street

(Unit)

(City) Manchester

(State) NH

(Zip) 03104

Billing Period: July of 2020 to current

Amount of Abatement Request:

Reason for Abatement Request: I was shot by my boyfriend, at my home, multiple times which ended with his suicide in front of me in the driveway. He severed an artery and a vein which needed to be removed. I was brought to the hospital and hospitalized for multiple days. When this event occurred nobody realized that the water was running at my home. So when the property was secured by MPD it was left on for the entire time of my hospitalization. I do not have a copy of the police report to furnish you with,

however, it is Manchester Police Department case number 20-008672.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc) and ultimately where it discharged. If it was in a basement please indicate if the floor is dirt or concrete

The water that was left on, was outside, in my yard. There was no flooding.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place

 Yes

No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances and all necessary City permits have been obtained and approved.

(Signature)

Sasha Daneault

(Date) 5-8-21

300 Winston Street • Manchester, New Hampshire 03103 • (603) 624 6595 • FAX:
(603) 628-6234

E mail: EPD@manchesternh.gov • Website: www.manchesternh.gov

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 5/13/2021

Customer Name: Melas

Account #: 153343-4550
Combine Billing

Property Address: 277 Laurel St.

Reason for
Request: numerous leaking toilets

Service Dates: 9/21/20-6/26/21

Bill Date: 2/3/21 - 5/5/21 - 8/10/21

Consumption: 868 ccf

% Increase
from Average: 290%

Average
Consumption: 299 ccf

Based on: 5 year average

Difference: 569 ccf

Other Comments: _____

EPD
Recommendation: Grant-Abatement exceeds the 250% threshold

*Approved Jm
9/9/21*

Abatement Total: 569 ccf at \$ 3.75 \$ 2,133.75

Highway
Recommendation: Approved

Date: 9-13-21

* Please send all correspondence to my p.o. box 5995
♥ thank you! :)

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Toni Pappas
Patrick Robinson
James Burkush
Trixie Vazquez
Armand Forest



CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Andrea Melas

Address: PO BOX 5995 (Street) (Unit)
Manchester, NH 03108 (City) (State) (Zip)

Phone Number: 603-661-2648

Customer Account Number: 153343-4550

Address of Property for which Abatement is Requested:
277 Laurel Street (Street) (Unit)
Manchester NH 03103 (City) (State) (Zip)

Billing Period: 6-21 to 12-21-20 - 3-22-21 - 6-26-21

Amount of Abatement Request: \$3,158.75

Reason for Abatement Request: do not have funds to pay for extra sewer usage.

My tenants do not deserve a rent increase. Apparently sewer backed up & was repaired & also had a running toilet in 2 of the apartments which were repaired on 11/25/21 by Nelson!

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

water accumulated in basement, which is partially dirt & partial concrete (approx 50/50). Most of the water seeped into the dirt part and into the ground. As for the toilets running, they obviously just went down the sewer drains. (All drain svs receipt attached)

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place. attached

☐ Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

4-20-21
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

✓

Date Received: 5/17/2021

Customer Name: Silakos Account #: 147795-42450
Combine Billing

Property Address: 80 Pine Island Rd

Reason for Request: toilet leak

Service Dates: 12/21/20-3/22/21-6/21/21 Bill Date: 5/5/21 & 8/7/21

Consumption: 113 ccf % Increase from Average: 514%

Average Consumption: 22 ccf Based on: 5 year average

Difference: 91 ccf

Other Comments: _____

EPD Recommendation: Grant- Abatement exceeds the 250% threshold.

Approved Jom 9/19/21

Abatement Total: 91 ccf at \$ 3.75 \$ 341.25

Highway Recommendation: Approved Date: 9.13.21

Kevin A. Sheppard, P.E.
Public Works Director

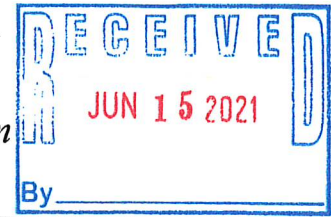
Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER
Sewer Fee Abatement Request Form



Name: JAMES SILAKOS

Address: 80 Pine Island Rd.

MANCHESTER (City) NH. (State) 03103 (Unit)
(Zip)

Phone Number: 603-512-4044

Customer Account Number: 147795-42450

Address of Property for which Abatement is Requested:

80 Pine Island Rd.

MANCHESTER (City) NH. (State) 03103 (Unit)
(Zip)

Billing Period: 12-21-20 TO 3-22-21

Amount of Abatement Request: \$191.25

Reason for Abatement Request: TOILET LEAK FROM TANK TO

BOWL. CONTINUOUSLY RUNNING. ADJUSTED

HOWEVER STILL LEAKED REPLACED FULL FLUSH

VALVE AND FILL VALVES UNITS w/ GASKETS (\$20 REPLACE)

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Jm Silakos
(Signature)

5/17/2021
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

✓

Date Received: 5/19/2021

Customer Name: Li Wei Lin Account #: 187105-64952
Combine Billing

Property Address: 77-79 Prospect St

Reason for Request: toilet leak

Service Dates: 11/16/20-2/16/21 Bill Date: 3/24/2021

Consumption: 196 ccf % Increase from Average: 280%

Average Consumption: 70 ccf Based on: 10 quarters
Limited history

Difference: 126 ccf

Other Comments: _____

EPD Recommendation: Grant- Abatement exceeds the 250% threshold.

Approve Fm 9/13/21

Abatement Total: 126 ccf at \$ 3.61 \$ 454.86

Highway Recommendation: *Approved* Date: 9.13.21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Toni Pappas
Patrick Robinson
James Burkush
Trixie Vazquez
Armand Forest



CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Li Wei Lin

Address: 31 Massabesic St
Manchester (City) NH (State) 03103 (Unit)
(Zip)

Phone Number: 617 880 9168

Customer Account Number: 187105 - 64952

Address of Property for which Abatement is Requested:
77-79 Prospect St
Manchester (City) NH (State) 03104 (Unit)
(Zip)

Billing Period: 11-16-20 - 2-16-21

Amount of Abatement Request: \$446.00

Reason for Abatement Request: Toilet leak

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

5-18-2021
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 5/19/2021

Customer Name: Romeo Account #: 187841-18178
Combine Billing

Property Address: 12 Cumberland St.

Reason for Request: Running toilet

Service Dates: 1/11/21-4/12/21 Bill Date: 5/29/2021

Consumption: 325 ccf % Increase from Average: 471%

Average Consumption: 69 ccf Based on: Used prior 10 quarters limited history

Difference: 256 ccf

Other Comments: _____

EPD Recommendation: Grant - Abatement exceeds the 250% threshold.

Abatement Total: 256 ccf at \$ 3.75 \$ 960.00

Highway Recommendation: Approved Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

Reid 5-19-21

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Angela Romeo c/o Mill City Property Management

Address: 182 Prospect St

Manchester (City) NH (State) 03109 (Unit)
(Zip)

Phone Number: 603 782 3367

Customer Account Number: 187841-18178

Address of Property for which Abatement is Requested:

12 Cumberland (Street)
Manchester (City) NH (State) 03103 (Unit)
(Zip)

Billing Period: 1/11/21 - 4/12/21

Amount of Abatement Request: \$963.75

Reason for Abatement Request: Running toilet on 3rd floor
Repair was made on 5/13/2021 (receipt attached)

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

N/A

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes No N/A

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

5/19/2021
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 5/20/2021

Customer Name: Gilmartin Account #: 175529-2106
Combine Billing

Property Address: 729 Pine St

Reason for Request: disgruntled tenant messed with toilet

Service Dates: 2/9/21-5/10/21 Bill Date: 6/17/2021

Consumption: 331 ccf % Increase from Average: 1655%

Average Consumption: 20 ccf Based on: 5 year average

Difference: 311 ccf

Other Comments: _____

EPD
Recommendation: Grant- Abatement exceeds the 250% threshold.

*Approve Jim
9/9/21*

Abatement Total: 311 ccf at \$ 3.75 \$ 1,166.25

Highway
Recommendation: Approved Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris



CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: MADELAINE GILMARTIN

Address: 550 MAPLE ST
MANCHESTER (City) NH (State) 03104 (Unit)
(Zip)

Phone Number: 603-494-5851

Customer Account Number: 175529-2106

Address of Property for which Abatement is Requested: 729 PINE ST
MANCHESTER (City) NH (State) 03104 (Unit)
(Zip)

Billing Period: 2-9-21 to 5-10-21

Amount of Abatement Request: \$ 1155.00

Reason for Abatement Request: a disgruntled tenant was told (over)
not to use the basement bathroom + he messed with
the toilet flush valve + I didn't know it till I received a
call from Water Works, Water turned off till valve fixed. Door
If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe locked
bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and
ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.
concrete floor with tile over it. But plumbing
was new plumbing for about 2-3 yrs. ago.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Madeline Gilmartin
(Signature)

5/19/21
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 5/20/2021

Customer Name: H & I Enterprise LLC

Account #: 178087-2202
Combine Billing

Property Address: 41 Webster St.

Reason for Request: running toilet

Service Dates: 11/16/20-2/16/21

Bill Date: 3/24/2021

Consumption: 122 ccf

% Increase from Average: 2033%

Average Consumption: 6 ccf

Based on: used prior 7 quarters
limited history

Difference: 116 ccf

Other Comments: _____

EPD Recommendation: Grant - Abatement exceeds the 250% threshold

*Approved Jim
9/9/21*

Abatement Total: 116 ccf at \$ 3.61 \$ 418.76

Highway Recommendation: Approved

Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris



CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: H&I Enterprise LLC

Address: 41 Webster Street
(Street)
Manchester (City) NH (State) 03104 (Unit)
(Zip)

Phone Number: 603 682-2434

Customer Account Number: 178087-2202

Address of Property for which Abatement is Requested:
Same above
(Street) (City) (State) (Zip)

Billing Period: 11/16/20 to 2/16/21

Amount of Abatement Request: 470.46

Reason for Abatement Request: Toilet leaking cause
Water Bill increase

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

N/A

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

5/14/21
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: <u>5/25/2021</u>	
Customer Name: <u>Pfeiffer/ Moore</u>	Account #: <u>189475-32644</u> Combine Billing
Property Address: <u>336 Calef Rd</u>	
Reason for Request: <u>running toilet</u>	
Service Dates: <u>12/21/20-3/22/21</u>	Bill Date: <u>5/5/2021</u>
Consumption: <u>106 ccf</u>	% Increase from Average: <u>236%</u>
Average Consumption: <u>45 ccf</u>	Based on: <u>9 quarter average</u> limited history
Difference: <u>61 ccf</u>	
Other Comments: _____	
EPD Recommendation: <u>Deny - Abatement does not exceed the 250% threshold</u>	
<i>Deny from 9/14/21</i>	
Abatement Total: _____ ccf at \$ <u>3.75</u> \$ <u>-</u>	
Highway Recommendation: <u><i>Deny</i></u>	Date: <u>9-13-21</u>

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Toni Pappas
Patrick Robinson
James Burkush
Therese Vazquez
Armand Forest



CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Rea Pfeiffer

Address: 19 Liberty St
(Street) Concord (City) NH (State) 03301 (Unit) (Zip)

Phone Number: 323-595-7260

Customer Account Number: 189475-32644

Address of Property for which Abatement is Requested:

336 Calef Rd
(Street) Manchester (City) NH (State) 03103 (Unit) (Zip)

Billing Period: 5/5/21 12-21-20-3-22-21

Amount of Abatement Request: 397.50

Reason for Abatement Request: see attached letter

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Rea Pfeiffer
(Signature)

5/14/21
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 6/3/2021

Customer Name: Laberge

Account #: 48965-34672
Combine Billing

Property Address: 184 Wellesley St

Reason for Request: toilet leak

Service Dates: 11/10/20-2/9/21

Bill Date: 3/17/2021

Consumption: 148 ccf

% Increase from Average: 1233%

Average Consumption: 12 ccf

Based on: 5 year average

Difference: 136 ccf

Other Comments: _____

EPD Recommendation: Grant- Abatement exceeds the 250% threshold.

*Approved Jm
9/9/21*

Abatement Total: 136 ccf at \$ 3.61 \$ 490.96

Highway Recommendation: Approved

Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Quid
6-3-21
email

Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: William C LaBerge

Address: 184 Wallisley St

Manchester (City) NH (State) 03104 (Unit)
(Zip)

Phone Number: 603 305 0444

Customer Account Number: 48965-34672

Address of Property for which Abatement is Requested:

184 Wallisley

Manchester (City) NH (State) 03104 (Unit)
(Zip)

Billing Period: 11-10-20 - 2-9-21

Amount of Abatement Request: 503.70

Reason for Abatement Request: Was in Florida for 3 months didn't
know I had two toilets that were broken

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

5-3-2021
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 6/3/2021

Customer Name: McNamara

Account #: 188933-10706
Combine Billing

Property Address: 485 Dubuque St

Reason for Request: toilet leak

Service Dates: 1/11/21/-4/12/21

Bill Date: 5/26/2021

Consumption: 140 ccf % Increase from Average: 269%

Average Consumption: 52 ccf Based on: used last 10 quarters
limited history

Difference: 88 ccf

Other Comments: _____

EPD Recommendation: Grant - Abatement exceeds the 250% threshold.

Approved Jim
9/9/21

Abatement Total: 88 ccf at \$ 3.75 \$ 330.00

Highway Recommendation: Approved

Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Peter Mcnamara
Address: 435 DuBuque St
Manchester (Street) NH. (Unit) 03102
(City) (State) (Zip)
Phone Number: 978 436 1054
Customer Account Number: 188 933-10706

Address of Property for which Abatement is Requested: 435 DuBuque St
Manchester (Street) NH. (Unit) 03102
(City) (State) (Zip)

Billing Period: 1-11-21 to 4-12-2021

Amount of Abatement Request: \$ 506.25

Reason for Abatement Request: repair of toilet leak - had to delay
due to tenant dealing w- covid issues

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Peter Mcnamara
(Signature)

5-2-2021
(Date)

300 Winston Street • Manchester, New Hampshire 03103 • (603) 624-6595 • FAX: (603) 628-6234

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 6/4/2021

Customer Name: Howe Account #: 57335-40062
Combine Billing

Property Address: 154 Conant St

Reason for Request: Pipe burst in empty building

Service Dates: 1/11/21-4/13/21 Bill Date: 5/26/2021

Consumption: 659 ccf % Increase from Average: 16475%

Average Consumption: 4 ccf Based on: 5 year average

Difference: 655 ccf

Other Comments: _____

EPD Recommendation: Grant- Abatement exceeds the 250% threshold.

Approved JFM 9/9/21

Abatement Total: 655 ccf at \$ 3.75 \$ 2,456.25

Highway Recommendation: Approved Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell



CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Michael L. + Donna A. Howe

Address: 85 OMEGA ST
MANCHESTER (Street) NH (Unit) 03102
(City) (State) (Zip)

Phone Number: 603-623-3242

Customer Account Number: 57335-40062

Address of Property for which Abatement is Requested: 154 CONANT ST
MANCHESTER (Street) NH (Unit) 03102
(City) (State) (Zip)

Billing Period: 1-11-21 - 4-13-21

Amount of Abatement Request: \$2471.35

Reason for Abatement Request: PIPE BURST

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

EXTRAORDINARY EVENT - MAIN FLOOR + BASEMENT
NOTE ATTACHED DESCRIPTION CEILINGS

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes ✓ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Michael Howe
Donna A. Howe
(Signature)

4/30/21
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 6/8/2021

Customer Name: Fournier Account #: 52109-36648
Combine Billing

Property Address: 67 Boynton St.

Reason for Request: Hot water tank replaced

Service Dates: 1/4/21-4/2/21 Bill Date: 5/12/2021

Consumption: 286 ccf % Increase from Average: 773%

Average Consumption: 37 ccf Based on: 5 year average

Difference: 249 ccf

Other Comments: _____

EPD
Recommendation: Grant- Abatement exceeds the 250% threshold.

Approved Jim
9/9/21

Abatement Total: 249 ccf at \$ 3.75 \$ 933.75

Highway
Recommendation: Approved Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Patrick Robinson
James Burkish
Trixie Vasquez
Armand Forest
Kathy Sullivan

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Jeff Fournier + Amy Fournier

Address: 67 Bayview St (Street) 78 #villehead LN (Unit)

Manchester (City) NH (State) 03106 (Zip)

Phone Number: 603-867-0424

Customer Account Number: 52109-36648

Address of Property for which Abatement is Requested:

67 Bayview St (Street) (Unit)

Manchester (City) NH (State) 03106 (Zip)

Billing Period: Cycle 9 to May Aug 21

Amount of Abatement Request: 847.50

Reason for Abatement Request: Water heater slow leak - new toilet - running

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.
Water heater - concrete with vent - dirt filled

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
Yes X No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

6-1-21
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 6/14/2021

Customer Name: Coryea/365 Dubuques St. LLC

Account #: 144037-66358
Combine Billing

Property Address: 365-369 Dubuque St

Reason for Request: toilet leak

Service Dates: 1/11/21-4/29/21

Bill Date: 5/26/2021

Consumption: 227 ccf % Increase from Average: 355%

Average Consumption: 64 ccf Based on: 5 year average

Difference: 163 ccf

Other Comments: _____

EPD Recommendation: Grant- Abatement exceeds the 250% threshold.

*Approved Jm
9/9/21*

Abatement Total: 163 ccf at \$ 3.75 \$ 611.25

Highway Recommendation: Approved

Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: PAUL Coryea (365 Dubuque St LLC - owner)

Address: 9 Captains Road Salem NH 03079

rental property address (where toilet leak was): 365 Dubuque St Manchester NH

Phone Number: Pauls cell (603) 401-5893

Customer Account Number: 144037-66358

Address of Property for which Abatement is Requested:

369 + 365 Dubuque Street (2-three families on one lot)

Billing Period: 1/11/21 to 4/12/21

Amount of Abatement Request: 611.25

Reason for Abatement Request: Toilet leak - tenant speaks Spanish + did not tell me about the toilet problem (after flush, stopper leaked + kept filling)

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

After flushing the toilet, and toilet refills the stopper was not sealing properly + therefore the toilet kept trying to fill up + never would, so water kept running.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes

☒ No

The plumber has fixed the problems and has checked the other toilets.

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Paul Coryea
(Signature)

6/12/21
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 6/17/2021

Customer Name: Martel

Account #: 164931-33366
Combine Billing

Property Address: 81 Shirley Hill Rd

Reason for Request: toilet leak

Service Dates: 1/5/21-4/6/21

Bill Date: 5/19/2021

Consumption: 111 ccf % Increase from Average: 653%

Average Consumption: 17 ccf Based on: 5 year average

Difference: 94 ccf

Other Comments: _____

EPD Recommendation: Grant - Abatement exceeds the 250% threshold.

*Approved Jm
9/1/21*

Abatement Total: 94 ccf at \$ 3.75 \$ 352.50

Highway Recommendation: Approved

Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Toni Pappas
Patrick Robinson
James Burkush
Trixie Vazquez
Armand Forest

Reid 6-17-21

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Manon E Martel

Address: 81 Shirley Hill RD

Manchester (Street) NH (Unit)
03102 (City) (State) (Zip)

Phone Number: (603) 660-3594

Customer Account Number: 164931-33366

Address of Property for which Abatement is Requested:

same as above

(Street) (Unit)
(City) (State) (Zip)

Billing Period: 05/19/2021 // Billed amount \$669.97 1-5-20-4-6-21

Amount of Abatement Request: \$469.97

Reason for Abatement Request: I had an issue with a leaky toilet that was fixed so i am not sure why
this recent bill has tripled. i would like for someone to review my history to see what i have used in
last year and you will see that i have never used that much water, not even in the summer.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

 Yes x No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Manon Martel

(Signature)

06/17/2021

(Date)

300 Winston Street • Manchester, New Hampshire 03103 • (603) 624-6595 • FAX: (603) 628-6234
E-mail: EPD@manchesternh.gov • Website: www.manchesternh.gov

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 7/6/2021

Customer Name: H & R Realty Co Account #: 83463-62780
Combine Billing

Property Address: 80 Canal St

Reason for Request: Irrigation system failure

Service Dates: 6/29/19-9/24/19 Bill Date: 11/6/2019

Consumption: 747 ccf % Increase from Average: 655%

Average Consumption: 114 ccf Based on: 5 year average

Difference: 633 ccf

Other Comments: _____

EPD Recommendation: Deny- Abatement received after the 90 days

_____ *Deny Jm 9/9/21*

Abatement Total: ccf at \$ 3.75 \$ -

Highway Recommendation: 

Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Toni Pappas
Patrick Robinson
James Burkush
Trixie Vazquez
Armand Forest

Rec'd
7-6-21

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Hd R Realty Co

Address: 80 Canal St.
(Street)
Manchester (City) NH (State) 03101-2336 (Unit)
(Zip)

Phone Number: 607-337-6115 603-682-8985

Customer Account Number: 83463-62780

Address of Property for which Abatement is Requested:
80 Canal St.
(Street)
Manchester (City) NH (State) 03101 (Zip)

Billing Period: 6-26-19 9-24-19 #1 } 9-24-19 12-23-19

Amount of Abatement Request: \$2,529.00 } \$1023.65

Reason for Abatement Request: Irrigation Leak } Irrigation Leak
Leak Repaired by Gtm Landscaping + Renovations
Paid \$395, Sept. 3, 2019

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

Irrigation Leak

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes ✓ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Sydney Rosen
(Signature)

3/21/20
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 7/7/2021

Customer Name: Formosa Co. LLC

Account #: 5817-3764
Combine Billing

Property Address: 215 Lake Ave

Reason for Request: hot water tank

Service Dates: 9/14/20-12/14/20-3/15/21

Bill Date: 1/27/21 & 4/28/21

Consumption: 757 ccf

% Increase from Average: 234%

Average Consumption: 324 ccf

Based on: 5 year average

Difference: 433 ccf

Other Comments: Customer also requested we look at Sept.14,20 to Dec.14,20 Past 90 days per ordinance

EPD Recommendation: Deny - Abatement does not exceed the 250% threshold.

*Deny Fm
9/9/21*

Abatement Total: ccf at \$ 3.61 \$ -

Highway Recommendation: *Deny*

Date: 9.13.21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Patrick Robinson
James Burkush
Trixie Vasquez
Armand Forest
Kathy Sullivan

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Formosa Co., LLC

Address: 87 Massabesic St

Manchester, NH 03103

(Street)

(Unit)

(City)

Phone Number: 603-305-1846

(State)

(Zip)

Customer Account Number: 5817-3764

Address of Property for which Abatement is Requested: 215 Lake Ave

Manchester, NH 03103

(Street)

(Unit)

(City)

(State)

(Zip)

Billing Period: Bill 2/26/2021 and 5/28/2021

Amount of Abatement Request: \$4200

Reason for Abatement Request: \$3,591.06 plus \$4,291.85 minus average water bill of \$1800 x2

I signed up for autopay online since 2014 and have paid ontime since then, did not notice high bill for 2 cycles unfortunately.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

Hot water tank bottom had water leak down basement dirt floor so no one noticed its absorbed by ground.
this is a 15 unit rental building, so I did not get the high usage postcard

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Kim Chang
(Signature)

July 7, 2021

(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 7/7/2021

Customer Name: Palys Account #: 36791-25160
Combine Billing

Property Address: 14 South St

Reason for Request: Pipe burst in empty building

Service Dates: 11/24/20-2/24/21 Bill Date: 4/7/2021

Consumption: 805 ccf % Increase from Average: 0%

Average Consumption: - ccf Based on: 5 year average

Difference: 805 ccf

Other Comments: _____

EPD
Recommendation: Grant- Abatement exceeds the 250% threshold.

*Approved Jim
9/9/21*

Abatement Total: 805 ccf at \$ 3.75 \$ 3,018.75

Highway
Recommendation: Approved Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Ann PALYS

Address: 70 BARR FARM Rd.

Dedford (City) NH. (State) 03110 (Unit)
(Zip)

Phone Number: 603-759-5340

Customer Account Number: 36791-25160

Address of Property for which Abatement is Requested: 14 South ST.

MANCHESTER (City) NH. (State) 03104 (Unit)
(Zip)

Billing Period: 11-24-20 - 2-24-21

Amount of Abatement Request: \$3,388.56

Reason for Abatement Request: burst pipe in ceiling below second floor bathroom.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

The flooding occurred in second floor bathroom, kitchen, pantry, dining room, living room + basement. Basement is concrete and water was discharged to yardland seeping thru basement floor.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☒ No N/A

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Ann J. Paly
(Signature)

7/7/21
(Date)

300 Winston Street • Manchester, New Hampshire 03103 • (603) 624-6595 • FAX: (603) 628-6234
E-mail: EPD@manchesternh.gov • Website: www.manchesternh.gov

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

✓

Date Received: 8/30/2021

Customer Name: Gagnon Account #: 87039-65228
Combine Billing

Property Address: 730 Hall St

Reason for Request: toilet leak

Service Dates: 2/24/21-5/24/21-8/23/21 Bill Date: 7/7/21 & 10/7/21

Consumption: 107 ccf % Increase from Average: 167%

Average Consumption: 64 ccf Based on: 5 year average

Difference: 43 ccf

Other Comments: _____

EPD
Recommendation: Deny - Abatement does not exceed the 250% threshold.

_____ *Deny Jim 9/12/21*

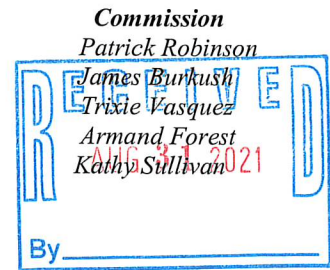
Abatement Total: 0 ccf at \$ 3.75 \$ -

Highway Recommendation:  Date: 9-13-21

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Robert Gagnon

Address: 730 Hall St
(Street)

Manchester (City) NH (State) 03104 (Unit)
(Zip)

Phone Number: 622-5399

Customer Account Number: 87039-65228

Address of Property for which Abatement is Requested:

730 Hall St
(Street)

Manchester (City) NH (State) 03104 (Unit)
(Zip)

Billing Period: 2-24-21 - 5-24-21

Amount of Abatement Request: _____

Reason for Abatement Request: Toilet leak

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
____ Yes ____ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Robert Gagnon
(Signature)

8-30-2021
(Date)

Anna J. Thomas, MPH
Public Health Director

Philip J. Alexakos, MPH, REHS
Chief Operations Officer

Jaime L. Hoebeke, MPH, MCHES
Chief Strategy Officer



BOARD OF HEALTH

Reverend Richard D. Clegg
Stephanie P. Hewitt, MSN, FNP-BC
Ellen Tourigny, MEd
Tanya A. Tupick, DO

CITY OF MANCHESTER
Health Department

To: Alderman Kevin Cavanaugh, Chairman, CIP Committee

From: Anna Thomas, MPH
Public Health Director

Date: September 21, 2021

RE: Additional funding – Oral Health Program Project# 212022

The Health Department will be receiving additional funding in the amount of \$23,334 from the JSI Research & Training to support sealants and visual screenings this year through our dental program.

As such, we have requested that the Planning and Community Development prepare the appropriate CIP Amending Resolution and Budget Authorization Forms necessary for the implementation of this program.

We are also requesting that it be reported out at BMA on the same night.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

We thank the Committee for their consideration.

CIP BUDGET AUTHORIZATION

CIP#: 212022	Project Year: 2022	CIP Resolution: 6/8/2021	
Title: Oral Health Program		Amending Resolution: 10/5/2021	
Administering Department: Health Dept		Revision: #1	

Project Description: To support school-based programs serving students in grades K-8th in schools where at least 40% of the student body participate in the free and reduced lunch (FRL) program.

Federal Grants	Federal Grant: No	Environmental	Review Required: No
	Grant Executed:		Completed:

Critical Events

1.	Project Initiation	7/1/2021
2.	Project Completion	6/30/2022
3.		
4.		
5.		
		6/30/2022

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$31,066.23	\$0.00	\$0.00	\$31,066.23
Fringes	\$8,350.56	\$0.00	\$0.00	\$8,350.56
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$12,000.00	\$0.00	\$0.00	\$12,000.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$15,000.00	\$0.00	\$0.00	\$15,000.00
TOTAL	\$66,416.79	\$0.00	\$0.00	\$66,416.79

Revisions: Revision #1-Increase budget by \$23,334 (from \$43,082.79 to \$66,416.79).

Comments: Funding Source: NH DHHS, Oral Health Program

City of Manchester
New Hampshire

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY 2022 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Three Thousand Three Hundred Thirty Four Dollars (\$23,334) for the FY 2022 CIP 212022 Oral Health Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2022 CIP as contained in the 2022 CIP budget; and

WHEREAS, the 2022 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept additional funds from the State of New Hampshire Department of Health and Human Services to support school based dental programming ;

NOW, THEREFORE, be it resolved that the 2022 CIP be amended as follows:

By increasing:

FY 2022 CIP 212022 Oral Health Program- \$23,334 STATE

Resolved, that this Resolution shall take effect upon its passage



SUBCONTRACT TO PROVIDE SERVICES

Subcontract # 2022-EH3

Between

JSI Research and Training Institute, Inc.

and

Manchester Health Department

Project Title: Oral Health Program FY2022 - Enhancement

JSI Project Number: 37534.2022.0002 0548-1000

Subcontract Information

Total Subcontract Value: \$23,334.00

Total Obligated Amount: \$23,334.00

Subcontract Type: Time Materials

Start Date: 7/1/2021

End Date: June 30, 2022

Funding Source: NH DHHS, Oral Health Program
(OHP)

Prime Contract #: n/a

Place of Performance: New Hampshire

Subcontractor Information

Name: Manchester Health Department

Address: 1528 Elm Street
Manchester, NH 03101

Tax ID#: 02-6000517

DUNS: # 790913636

Subcontractor Contact

Name: Jaime Hoebeke/Erin
Ross/Gabriela Walder

Title: Chief Strategy Officer

Phone #: (603) 657-2733

E-Mail jhoebeke@manchesternh.gov

JSI Activity Manager Information

Name: Debbie Love

Title: Contracts & Procurement Manager
JSI Research and Training Institute, Inc.

Address: 501 South St., 2nd Floor
Bow, NH 03304

Phone: 603 573 3310

E-Mail: debbie_love@jsi.com

THIS SUBCONTRACT AGREEMENT is made and entered into on 7/1/2021, by and between JSI Research and Training Institute, Inc., hereinafter called the "Contractor", with its principal office at



44 Farnsworth St., Boston, MA and Manchester Health Department, herein called "the Subcontractor", located at 1528 Elm Street, Manchester, NH 03101

The Contractor has entered into Prime Agreement n/a, hereinafter "Prime Agreement", with OHP, hereinafter "Funding Source".

The Contractor desires to contract to the Subcontractor a portion of the work it has undertaken to perform under the Prime Agreement, and the Subcontractor desires to assume the obligation to perform such portion of the work subject to the terms, conditions and provisions of this agreement and the applicable terms, conditions and provisions of the Prime Agreement.

In consideration of the foregoing and for other good and valuable consideration herein expressed, the Contractor and Subcontractor hereby agree as follows:

A. Period of Performance

Performance of this Subcontract shall commence on 7/1/2021 and will end on 6/30/2022.

B. Services/Scope of Work

The Subcontractor shall use all reasonable efforts to perform the following services in accordance with the terms and conditions set forth in this agreement:

See attached Scope of Services

C. Deliverables

The Subcontractor is responsible for the timely submission of the following deliverables:

See attached Scope of Services for deliverables

All required deliverables and reports shall be submitted to the JSI Activity Manager at the address listed on Page 1.

D. Compensation

In full consideration for satisfactory completion of services provided under this agreement and timely submission of the required deliverables, the Subcontractor shall be compensated as indicated below.

Only allowable expenses authorized by this agreement and set out in the attached budget shall be approved for reimbursement. The Contractor is not obligated to reimburse the Subcontractor for expenses exceeding the obligated amount. Payments shall be made in accordance with Paragraph E.

(Select and Complete One)

☐ This is a Fixed Price Subcontract. The Subcontractor will be paid a fixed price of \$[Enter Fixed Price] for services provided under this contract. The fixed price includes preparation, travel, on-site consultation, and report writing. Payments shall be made in accordance with Paragraph E below.

[OR]

☒ This is a Time & Materials Subcontract. The Subcontractor will be paid at a rate of \$n/a per day plus expenses. Total compensation for services provided under this contract is not to exceed \$23,334.00.



Only allowable expenses authorized by this agreement and set out in the attached budget shall be approved for reimbursement. Payments shall be made in accordance with Paragraph E below.

[OR]

☐ This is a Cost Reimbursement Subcontract. The Subcontractor will be reimbursed for all allowable expenses incurred in performance of this Agreement plus a [Enter Fixed Fee Amount or Percentage Fee %] up to the ceiling price of \$[Enter Ceiling Amount]. The total amount obligated is [Enter Obligated Amount].

E. Payment Terms

Payment shall be contingent upon the Contractor's acceptance of the services conforming to the Scope of Work and the timely receipt of the deliverables as set forth in this agreement.

The Subcontractor shall submit invoices to the JSI Activity Manager at the above listed address on a Monthly basis no later than the 30th day following the end of the reporting period or deliverable due date. Once accepted, invoices will be paid within 30 days of being submitted by the JSI Activity Manager to the Contractor's Accounts Payable Department.

All final invoices are due no later than 30 days after the end date of this agreement and must be marked "Final". The Contractor will have no obligation to issue payment when the required documentation listed above is incomplete or submitted more than 30 days after the end date of this agreement. The Contractor will also have no obligation to pay any amounts that exceed the fixed price or ceiling amount of this agreement or to reimburse for any expenses not authorized by this agreement.

F. Compliance with Prime Agreement and Funding Source Rules/Regulations

The Subcontractor agrees to comply with the applicable terms, conditions and provisions of the Prime Agreement including any standard provisions mandated by the Funding Source. The Prime Agreement terms, conditions and provisions and the Funding Source standard mandatory provisions are incorporated when referenced. In the case of inconsistencies between this agreement and the Prime Agreement, the terms, conditions and provisions of the Prime Agreement prevail.

G. Independent Contractor

The Subcontractor agrees that it will act as an independent contractor in the performance of its duties under this agreement and not as an agent or employee of the Contractor or Funding Source. No joint venture, partnership or agent relationship is intended or inferred and there is no grant of right or authority to assume or create an obligation or responsibility on behalf of the Contractor or the Funding Source. The Subcontractor shall be responsible for payment of all federal, state or local taxes arising out of the Subcontractor's performance under this agreement.

H. Insurance

The Subcontractor shall maintain insurance coverage as required by the Prime Agreement. The Subcontractor shall provide proof of coverage showing that coverage will be in effect for the term of this agreement and that coverage amounts meet the requirements of the Prime Agreement. Regardless of the requirements of the Prime Agreement, the Subcontractor shall maintain liability insurance in amounts adequate for the activities under this agreement.

I. Indemnification



The Subcontractor shall indemnify and hold the Contractor and Funding Source harmless from any claim, suit, loss, damage, cost or expenses (including reasonable attorneys' fees) arising out of or in connection with the Subcontractor's activities under this agreement, including, but not limited to, alleged or actual violations of any applicable law or regulation or alleged or actual acts of piracy, plagiarism, copyright or other improper conduct.

J. Transfer and Assignment

Neither party shall transfer or assign rights or interests under this agreement or delegate any duties hereunder without the written consent of the other.

K. Confidential Information/Dissemination/Publication

The Subcontractor agrees to treat all information received from the Contractor or Funding Source or gathered during performance of this agreement as confidential and privileged. The Subcontractor agrees to not reveal, publish or disseminate such information to any other persons, firms, or organizations without written consent of the Contractor. The Subcontractor further agrees not to use such information in any manner other than in furtherance of this agreement. The Contractor retains the entire right, title and interest in all data and other intellectual property produced by the Subcontractor under this agreement.

L. Conflict of Interest:

The Subcontractor agrees that there is no conflict of interest in accepting this Subcontract which might affect the ability to provide fair and useful services and deliverables on behalf of the Contractor and/or the Funding Source.

M. Termination

This contract may be terminated by either the Contractor or the Subcontractor with no less than thirty (30) calendar days written notice, with or without cause, unless a lesser time is mutually agreed upon by both parties.

In the event either party terminates/cancels this agreement, the Contractor shall have no further liability to the Subcontractor, except to pay the Subcontractor a pro-rata share of the compensation for that portion, if any, of the work completed and accepted as of the termination date. Any outstanding advance balance will be deducted from the amount due to the Subcontractor. If there is no amount due to the Subcontractor, the Subcontractor is liable for any outstanding advance balance.

N. Arbitration

In the event of any claims or disputes arising from or relating to this agreement, the parties shall use their best efforts to settle the claims or disputes. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, the parties agree to submit to binding arbitration in Boston, MA administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. An award of arbitration may be confirmed in a court of competent jurisdiction.

O. Notices



All notices required or permitted to be given to the Subcontractor hereunder shall be delivered by certified mail, return receipt requested, or in person with proof of delivery to the Subcontractor Contact at the address listed on Page 1.

All notices required or permitted to be given to the Contractor hereunder shall be delivered by certified mail, return receipt requested, or in person with proof of delivery to the JSI Activity Manager at the address listed on Page 1.

P. Implementation of E.O. 13224 – Executive Order on Terrorist Financing

The recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/subawards issued under this agreement.

Q. General

This agreement is the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof. This agreement may be amended only by an instrument executed by the authorized representatives of both parties.

Every provision of this agreement is intended to be severable. If any term or provision of this agreement is illegal or invalid for any reason, the illegality or invalidity shall not affect the legality or validity of the remainder of this agreement, and all other provisions of this agreement shall remain in full force and effect.

This agreement shall be interpreted in accordance with the substantive law of the Commonwealth of Massachusetts.

R. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

Check one:

- ☐ Manchester Health Department certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ☐ If unable to certify to any of these statements in this certification, attach an explanation.

S. Acceptance:

The parties through their duly authorized representatives hereby acknowledge receipt of the above contract and all noted attachments and agree to the provisions of this contract as set forth herein and in all noted attachments.



T. FFATA Information

JSI Activity Manager - Check one:

☒ This Subaward is **not** issued under a Federally Funded Prime Contract.
(If checked, continue to next page)

☐ This Subaward is issued under a Federally Funded Prime Contract.

{Select Subaward Type} No. [Enter Subaward Number]

In accordance with the Federal Funding Accountability and Transparency Act (FFATA), prime recipients of federal contracts, grants and cooperative agreements are required to report on sub-award and executive compensation information for first-tier sub-awards of \$25,000 or more. First tier sub-awards include all subcontracts, subgrants and subagreements awarded directly by the prime recipient under a federal award.

Federally funded prime contracts include USAID, HHS, CDC, HRSA, EPA, Coast Guard, & other Federal Agencies.

[Enter Subawardee Name]: Complete FFATA information below.

FFATA Information for Federally Funded Prime Contracts/Grants/Agreements

1) Was the sub-awardee's gross income from all sources \$300,000 or more in the previous tax year?

☐ YES ☐ NO

2) In the preceding fiscal year, did the sub-awardee receive 80 percent or more of its gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and \$25,000,000 or more in gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☐ YES ☐ NO

3) Does the public have access to information about the compensation of the sub-awardee's executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (i.e. IRS Form 990)?

☐ YES ☐ NO (If "NO", executive compensation information is required)

4) If executive compensation information is required, please list the names and total compensation of the sub-awardee's top 5 employees:

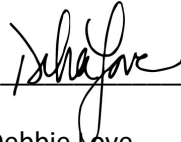
<u>NAME</u>	<u>TOTAL COMPENSATION</u>
1.	
2.	
3.	
4.	
5.	



Executed at Bow, NH as of the start date written above.

JSI Research and Training Institute, Inc.

Manchester Health Department

Signature: 

Name: Debbie Love

Title: Contracts & Procurement Manager

Date: September 16, 2021

Signature: _____

Name: Jaime Hoebeke

Title: Chief Strategy Officer

Date: _____

Attachments

2022 Enhancement-Based Scope of Services

FY2022 Enhanced-Based Scope of Services

The minimum required scope of practice at schools participating in the CDC grant project in school year 2021-2022 includes:

1. Clinical services provided by dental hygienist(s) under the public health supervision of a dentist licensed to practice in New Hampshire. Additionally, Certified Public Health Dental Hygienists, the preferred clinical provider, must have a collaborative agreement with a dentist licensed to practice in New Hampshire.
2. Recipients will adhere to CDC's infection prevention guidelines in school sealant programs, including Guidelines for Infection Control in Dental-Health Care Settings – 2003, and the Summary of Infection Prevention Practices in Dental Settings: Basic Expectations for Safe Care (available at: <https://www.cdc.gov/oralhealth/infectioncontrol/guidelines/index.htm>)
3. Visual oral health screenings of elementary and middle school aged students in schools with 50% or more FRL, with screening results available to parents/guardians of children screened. For students who did not return permission to be treated by the school program, another treatment permission form will be sent home with screening results if preventive or restorative needs were noted in the screening. Each school will need to be visited twice per school year to provide evidence-based preventive treatment".
4. Opt-out screening permission forms for elementary and middle school aged students. Active informed consent/treatment permission forms will be distributed to all students in participating schools.
5. Delivery of the following evidence-based scope of clinical services: (a) Topical applications of fluoride varnish^[1] and silver diamine fluoride²; (b) Dental Sealants^{3 4}; (c) and if applied by a CPHDH, interim therapeutic restorations⁵. Treatment results and referrals for remaining treatment needs will be shared with parents/guardians.
6. The selected entities shall provide assistance in obtaining restorative care for any child identified with urgent needs including pain and/or infection.
7. Notice to families that no student will be denied school-based dental services for inability to pay.
8. Notice to families that the school-based program will bill NH Medicaid as CHAP providers for covered services and that no fee will be required for any Medicaid client.
9. In order to be considered for contract extension, selected entities will collaborate openly and engage fully with other Work Group members.
10. Collection of oral health data to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity-building at state and local levels. **(Monthly Invoices provide this information.)**
11. Participation in the DHHS Oral Health Program Annual Calibration Clinic.

Andre R. Parent
Chief of Department



Matthew A. K. Lamothe
Assistant Chief

City of Manchester
Fire Department

TO: Alderman Cavanaugh, CIP Committee Chair
FROM: Chief Andre R. Parent 
DATE: September 13, 2021
RE: Assistance to Firefighters Grant (AFG) award

We have been awarded the Federal Fiscal Year 2020 Assistance to Firefighters Grant (AFG) in the amount of \$1,366,700. As a condition of this grant, we are required to contribute non-federal funds equal to 10% of the federal award or \$136,670; equating to a total approved budget for this project of \$1,503,370. This is a joint award shared between the Manchester Fire Department and the Manchester-Boston Regional Airport. Based on the equipment to be purchased, the cost share is to be split as follows: \$12,509 for the airport and \$124,161 for the MFD.

The funds awarded are to be used to purchase self-contained breathing apparatus (SCBA), spare face pieces for the SCBAs, batteries and battery chargers for the SCBAs and Rapid Intervention Team (RIT) bags. These pieces of equipment are essential to fire operations and the inventory from both departments are set to expire in the immediate future. This purchase will also allow the MFD and Manchester-Boston Regional Airport Fire Department to have interoperable breathing apparatus.

I am requesting permission to accept the funds awarded to us through this grant. If we don't accept these funds, the City will have to assume the full cost of the above mentioned equipment within the next 2 years. Thank you for your consideration and attention to this matter.

CIP BUDGET AUTHORIZATION

CIP#: 411022

Project Year: 2022

CIP Resolution: 6/8/2021

Title: Assistance to Firefighters Grant-SCBA

Amending Resolution: 10/5/2021

Administering Department: Fire Department

Revision:

Project Description: This grant will enable the MFD and MHT-Boston Regional Airport to purchase all new self-contained breathing apparatus (SCBA) and associated accessories.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	9/8/2021
2.	Project Completion	9/7/2023
3.		
4.		
5.		
		9/7/2023

Line Item Budget

	FEDERAL	OTHER 1	OTHER 2	TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$1,366,700.00	\$124,161.00	\$12,509.00	\$1,503,370.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$1,366,700.00	\$124,161.00	\$12,509.00	\$1,503,370.00

Revisions:**Comments:**

FEDERAL-Department of Homeland Security/FEMA
 OTHER 1-MFD Cost Share-funding requires City match, source to be determined.
 OTHER 2-MHT-Boston Airport Cost Share

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of One Million Five Hundred Three Thousand Three Hundred Seventy Dollars (\$1,503,370) for the FY 2022 CIP 2411022 Assistance to Firefighters Grant-SCBA.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2022 CIP as contained in the 2022 CIP budget; and

WHEREAS, the 2022 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate FEDERAL and OTHER funding from the US Department of Homeland Security to provide one-time funding to purchase equipment;

NOW, THEREFORE, be it resolved that the 2022 CIP be amended as follows:

By adding:

FY 2022 CIP 411022 Assistance to Firefighters Grant-SCBA-\$1,366,700 FEDERAL,
\$124,166 OTHER 1, 12,509 OTHER 2

Resolved, that this Resolution shall take effect upon its passage

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/01/2021



Meghan Geoffrion
MANCHESTER, CITY OF
ONE CITY HALL PLAZA
MANCHESTER, NH 03101

EMW-2020-FG-12016

Dear Meghan Geoffrion,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$1,366,700.00 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$136,670.00 for a total approved budget of \$1,503,370.00. Please see the FY 2020 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2020 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Farmer", is written over a horizontal line.

Robert Farmer
Acting Deputy Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: MANCHESTER, CITY OF

DUNS number: 160246856

Award number: EMW-2020-FG-12016

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Fiscal Year (FY) 2020 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$1,503,370.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$1,366,700.00
Non-federal	\$136,670.00
Total	\$1,503,370.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2020 AFG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

Face Pieces (not associated with SCBA requests)

DESCRIPTION

Face Pieces, enough to provide one for each user across both MFD and MHT ARFF.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	40	\$267.00	\$10,680.00	Equipment

Additional funding

DESCRIPTION

Gang battery charger, one for each station operated by MFD and MHT ARFF.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	13	\$530.00	\$6,890.00	Equipment

Additional funding

DESCRIPTION

Spare Rechargeable Batteries.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	88	\$275.00	\$24,200.00	Equipment

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

SCBA units being requested are to replace existing units that are older than the 2007 edition of NFPA 1981, with compliant models.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	204	\$7,000.00	\$1,428,000.00	Equipment

CHANGE FROM APPLICATION

Price from **\$7,995.00** to **\$7,000.00**

JUSTIFICATION

This reduction is because the cost you requested for SCBA exceeds the average price range calculated from market research and prior awards for the same item

Equipment

RIT Pack/Cylinder

DESCRIPTION

RIT bag with 60 min. rated cylinder

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$4,800.00	\$33,600.00	Equipment

CHANGE FROM APPLICATION

Price from **\$4,800.00** to **\$4,800.00**

JUSTIFICATION

Fund as Requested

Agreement Articles

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: MANCHESTER, CITY OF

DUNS number: 160246856

Award number: EMW-2020-FG-12016

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 22	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 25	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 30	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 40**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41**Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2020-FG-12016	2. Amendment No. N/A	3. Recipient No. 026000517	4. Type of Action AWARD	5. Control No. WX00641N2021T		
6. Recipient Name and Address MANCHESTER, CITY OF 100 MERRIMACK ST MANCHESTER, NH 03101		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Meghan Geoffrion		9a. Phone No. 6036692256	10. Name of FEMA Project Coordinator Assistance to Firefighters Grants Grant Program	10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 09/01/2021	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/08/2021 to 09/07/2023 Budget Period 09/08/2021 to 09/07/2023		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2021-F0-GB01 - P410-xxxx-4101-D	\$0.00	\$1,366,700.00	\$1,366,700.00	\$136,670.00
Totals			\$0.00	\$1,366,700.00	\$1,366,700.00	\$136,670.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)						DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Robert Farmer, Acting Deputy Assistant Administrator Grant Programs Directorate						DATE 09/01/2021

Chief of Police
Allen D. Aldenberg
Assistant Chief
Steven A. Mangone



Commission
Scott R. Spradling, *Chairman*
Charlie Sherman
Manny Content
Eva Castillo
John G. Cronin

CITY OF MANCHESTER
Police Department

September 2, 2021

To: Alderman Cavanaugh, Chairman, CIP Committee
From: Steve Hoeft, BSO

Re: Highway Safety Grant

Attached is the NH Highway Safety Project Grant Award in the amount of \$41,984.00.

The dates for this grant are 10/1/2021 to 9/30/2022.

The funds breakdown is as follows:

Overtime	-	\$31,000.00
Fringes	-	\$10,984.00

Please review and process this project for approval.

Sincerely,

Steven L. Hoeft
Business Service Officer

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



CIP BUDGET AUTHORIZATION

CIP#: 410922

Project Year: 2022

CIP Resolution: 6/8/2021

Title: Highway Safety Grant

Amending Resolution: 10/19/2021

Administering Department: Police Department

Revision:

Project Description: NH Highway Safety funding to hire officers in an off-duty basis to work directed traffic laws enforcement.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	10/01/2021
2.	Project Completion	9/30/2022
3.		
4.		
5.		

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$31,000.00	\$0.00	\$0.00	\$31,000.00
Fringes	\$10,984.00	\$0.00	\$0.00	\$10,984.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$41,984.00	\$0.00	\$0.00	\$41,984.00

Revisions:**Comments:** Source of Funds: NH Department of Safety-Office of Highway Safety.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY 2022 Community Improvement Program, authorizing and appropriating funds in the amount of Forty One Thousand Nine Hundred Eighty Four Dollars (\$41,984) for the FY 2022 CIP 410922 Highway Safety Grant.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2022 CIP as contained in the 2022 CIP budget; and

WHEREAS, the 2022 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$41,984 from the State of New Hampshire Department of Safety for the implementation of the Highway Safety Grant program;

NOW, THEREFORE, be it resolved that the 2022 CIP be amended as follows:

By adding:

FY 2022 CIP 410922 NH Highway Safety Grant - \$41,984 STATE

Resolved, that this Resolution shall take effect upon its passage.

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

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

GENERAL PROVISIONS

Grant Agreement Title: Manchester Highway Safety Grant **Grant Agreement #:** 22-113

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Room 208 Concord, NH 03305	
1.3. Subrecipient Name Manchester Police Department		1.4. Subrecipient Address 405 Valley Street, Manchester, NH 03103	
Chief of Police Name: Allen Aldenberg Grant Contact Name: Greg DiTullio		Chief of Police email: aaldenberg@manchesternh.gov Grant Contact's email: gditulli@manchesternh.gov	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify)) Town Government		1.4.2 DUNS # 604507046 Exp Date: 03/23/2022 UEI # Exp Date:	
1.5. Subrecipient Phone # 603-792-5430	1.6. Effective Date 10/01/2021	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 41,984.00 (Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii))
1.9. Grant Officer for State Agency LuAnn Speikers		1.10. State Agency Telephone Number 603-271-2197	
"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. Subrecipient Signature 1 Subrecipient Signature 2 Subrecipient Signature 3		1.12. Name & Title of Subrecipient Signor 1 Allen D. Aldenberg, Chief of Police Name & Title of Subrecipient Signor 2 Joyce Craig, Mayor Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough, on / / , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)		1.13.2 Name & Title of Notary Public or Justice of the Peace Steven L. Hoeft, Notary Public	
1.14 State Agency Signature 1 X _____ Date: _____		1.15 Name & Title of State Agency Signor 1 Robert L. Quinn, Commissioner NH Department of Safety	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: / /			
1.17. 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"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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").

3. AREA COVERED Except as otherwise specifically provided for herein, the Subrecipient 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 1.17), or upon signature by the State Agency as shown in block 1.15.

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 A, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT A.

5.3. In accordance with the provisions set forth in EXHIBIT A, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. PERSONNEL

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient shall not hire, and it shall not permit any subcontractor, sub grantee, 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, performed, who exercises any functions or responsibilities in the review or 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 Subrecipient 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 OR 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 Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES

11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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.
- 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 entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST No officer, member or employee of the Subrecipient, 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 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. SUBRECIPIENT'S RELATION TO THE STATE In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in EXHIBIT B without the prior written consent of the State.
16. INDEMNIFICATION The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 AND BOND
- 17.1. The Subrecipient 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
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 Subrecipient.
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.



SPECIAL PROVISIONS

U.S. Department of Transportation/NHTSA Grant Conditions:

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link.: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> . Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> .
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program> . This document provides information on each of the grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
 - Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
 - 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
 - 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.frs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

CASH MANAGEMENT

Cash draw-downs will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash draw-downs by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305.

Failure to adhere to these provisions may result in the termination of draw-down privileges.

PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for

those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

TERMINATION (§200.340)

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award; (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities; (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or (5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.

(b) A Federal awarding agency should clearly and unambiguously specify termination provisions applicable to each Federal award, in applicable regulations or in the award, consistent with this section.

(c) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

(1) The information required under paragraph (c) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either—(i) Has exhausted its opportunities to object or challenge the decision, see §200.342; or (ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.

(2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently: (i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days; (ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies, must not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(d) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.344 and 200.345.

OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds:** ([2 CFR § 200.332\(a\)\(5\)](#)) 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- **Cost Principles for Federal Grants to State and Local Governments**
 - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
 - Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to Non-Profit Organizations and Institutions of Higher Education** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
 - 2 CFR 200 subpart E

INDIRECT (F&A) COSTS (\$200.414)

(a) *Facilities and administration classification.* For major Institutions of Higher Education (IHE) and major nonprofit organizations, indirect (F&A) costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director’s office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). For nonprofit organizations, library expenses are included in the “Administration” category; for IHEs, they are included in the “Facilities” category. Major IHEs are defined as those required to use the Standard Format for Submission as noted in appendix III to this part, and Rate Determination for Institutions of Higher Education paragraph C. 11. Major nonprofit organizations are those which receive more than \$10 million dollars in direct Federal funding.

(b) *Diversity of nonprofit organizations.* Because of the diverse characteristics and accounting practices of nonprofit organizations, it is not possible to specify the types of cost which may be classified as indirect (F&A) cost in all situations. Identification with a Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. However, typical examples of indirect (F&A) cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

(c) *Federal Agency Acceptance of Negotiated Indirect Cost Rates.* (See also §200.306.)

(1) The negotiated rates must be accepted by all Federal awarding agencies. A Federal awarding agency may use a rate different from the negotiated rate for a class of Federal awards or a single Federal award only when required by Federal statute or regulation, or when approved by a Federal awarding agency head or delegate based on documented justification as described in paragraph (c)(3) of this section. (2) The Federal awarding agency head or delegate must notify OMB of any approved deviations. (3) The Federal awarding agency must implement, and make publicly available, the policies, procedures and general decision-making criteria that their programs will follow to seek and justify deviations from negotiated rates. (4) As required under §200.204, the Federal awarding agency must include in the notice of funding opportunity the policies relating to indirect cost rate reimbursement, matching, or cost share as approved under paragraph (e)(1) of this section. As appropriate, the Federal agency should incorporate discussion of these policies into Federal awarding agency outreach activities with non-Federal entities prior to the posting of a notice of funding opportunity.

(d) Pass-through entities are subject to the requirements in §200.332(a)(4).

(e) Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX as follows:

(1) Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);

(2) Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;

(3) Appendix V to Part 200—State/Local Government wide Central Service Cost Allocation Plans;

(4) Appendix VI to Part 200—Public Assistance Cost Allocation Plans;

(5) Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals; and

(6) Appendix IX to Part 200—Hospital Cost Principles.

(f) In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII to this part, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate. As described in §200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

(g) Any non-Federal entity that has a current federally-negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

(h) The federally negotiated indirect rate, distribution base, and rate type for a non-Federal entity (except for the Indian tribes or tribal organizations, as defined in the Indian Self Determination, Education and Assistance Act, 25 U.S.C. 450b(1)) must be available publicly on an OMB-designated Federal website.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO PART 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

PROCUREMENT BY STATES (200.317)

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

GENERAL PROCUREMENT STANDARDS (§200.318)

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

COMPETITION (§200.319)

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business; (2) Requiring unnecessary experience and excessive bonding; (3) Noncompetitive pricing practices between firms or between affiliated companies; (4) Noncompetitive contracts to consultants that are on retainer contracts; (5) Organizational conflicts of interest; (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and (7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations: (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

METHODS OF PROCUREMENT TO BE FOLLOWED (§200.320)

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) *Micro-purchases*—(i) *Distribution*. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards*. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) *Micro-purchase thresholds*. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) *Non-Federal entity increase to the micro-purchase threshold up to \$50,000*. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law. (v) *Non-Federal entity increase to the micro-purchase threshold over \$50,000*. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved. (2) *Small purchases*—(i) *Small purchase procedures*. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity. (ii) *Simplified acquisition thresholds*. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) *Formal procurement methods*. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) *Sealed bids*. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;(B) Two or more responsible bidders are willing and able to compete effectively for the business; and(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised; (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond; (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and (E) Any or all bids may be rejected if there is a sound documented reason.

(2) *Proposals*. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) *Noncompetitive procurement.* There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source; (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation; (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or (5) After solicitation of a number of sources, competition is determined inadequate.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (§200.321)

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

DOMESTIC PREFERENCES FOR PROCUREMENTS (§200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROCUREMENT OF RECOVERED MATERIALS (\$200.323)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SPECIAL PROVISION-NH OFFICE OF HIGHWAY SAFETY

- (A) In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.
- (B) The New Hampshire Office of Highway Safety (OHS) will review all reports and certifications received to ensure compliance. If findings specific to Highway Safety Programs are detected within an agency's Single Audit, appropriate action shall be taken to ensure that identified sub recipient risks are being timely and appropriately corrected.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: _____

Date: _____

Signors Printed Name: _____ Allen D. Aldenberg

Signors Title: _____ Chief of Police

EXHIBIT A

OHS Grant Award		
Project Titles	Federal Budget	Minimum Match Required
SPEED ENFORCEMENT PATROLS	\$ 7,387.00	\$ 1,846.75
DUI ENFORCEMENT	\$ 19,391.00	\$ 4,847.75
DISTRACTED DRIVING	\$ 8,906.00	\$ 2,226.50
PEDESTRIAN BICYCLE	\$ 2,900.00	\$ 725.00
JOIN THE NH CLIQUE	\$ 850.00	\$ 212.50
DRIVE SOBER OR GET PULLED OVER	\$ 1,700.00	\$ 425.00
U DRIVE, U TEXT, U PAY	\$ 850.00	\$ 212.50
E-CRASH EQUIPMENT (MDT)	\$ 0.00	\$ 0.00
E-CRASH EQUIPMENT (Printers/Scanners/Receivers)	\$ 0.00	\$ 0.00
Total Total amount Federal funds obligated to the subrecipient, (2 CFR § 200.331(a)(1)(vii)) Project Costs: 80% Federal Funds, 20% Applicant Share (Minimum Match Required).	\$ 41,984.00	\$ 10,496.00

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
Budget period (new) – 10/1/2021 to 9/30/2022
Is This a Research and Development Project: NO

GRANT REQUIREMENTS AND INFORMATION

- Officers funded during these overtime enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the officer's presence, in the case of response to an officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.
- Nothing in this grant shall be interpreted as a requirement, formal or informal that a law enforcement officer issue a specified or predetermined number of summons in pursuance of the department's obligation associated with the grant.
- If an officer makes an arrest during the patrol shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.
- An officer who stops working a Highway Safety grant to assist with a Non-Highway Safety Grant related issue (i.e. crash, domestic dispute, criminal complaint, etc.), must not count such hours as hours worked on a Highway Safety Grant.
- Full-time officers will be reimbursed at an overtime rate of pay as established by the department and/or municipality for hours worked during the enforcement patrols. Part-time officers will be reimbursed at their normal hourly rate of pay.
- The Patrol Activity Report (HS-200) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the Patrol Activity Report for themselves and if the Chief Law Enforcement Officer (CLEO) works an overtime enforcement patrol, they must comply with 29 CFR Part 541 as it relates to "exempt employees". This will require that the CLEO provide a waiver of 29 CFR, Part 541 from their governing body with any reimbursement requests in which the CLEO has worked. Additionally, the CLEO may not sign off on their own HS200 or that of a spouse, child or sibling who may work an enforcement patrol.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (HS-200).
- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Non-participation or non-compliance with the performance measures may result in grant agreement suspension, termination and/non-reimbursement of expenses.

Reimbursement Schedule and Required Paperwork

- Reimbursements are due no later than 15 days after the close of the quarter. Due dates are as follows:
 1. **January 15th** for October-December (Quarter 1)
 2. **April 15th** for January-March (Quarter 2)
 3. **July 15th** for April-June (Quarter 3)
 4. **October 15th** for July-September (Quarter 4)
- Over-Time enforcement patrol reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1);
 2. Overtime Payroll Reimbursement Form (HS-20) for each project;
 3. Match Tracking Form (HS-22) for each project;
 4. Quarterly Summary Report (HS-100 QSR) for each project;
 5. Patrol Activity Reports (HS-200) for each project; and
 6. Updated Grant Application/Performance Tracking Tool (App/PTT)
- Equipment reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1). Note: if submitting equipment reimbursement along with overtime enforcement patrol reimbursements only one (1) Reimbursement Request Cover Letter (HS-1) shall be submitted.
 2. Copy of the detailed equipment invoice;
 3. Match Tracking Form (HS-22);
 4. Copy of Cancelled Check; and
 5. Final Equipment Report (HS-8E)
- If no enforcement patrols took place during the quarter you are required to submit the Reimbursement Cover Letter (HS-1) indicating that you are not seeking reimbursement by placing \$0 in the projects where you were awarded funding.
- Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- All publications, public information, or publicity released in conjunction with this project shall state "This project is being supported in part through a grant from the NH Office of Highway Safety, with Federal funds provided by the National Highway Traffic Safety Administration" or related social media tag provided by our office.
- Grant agreements shall terminate in the event funds are exhausted and/or not made available by the federal government for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the State of New Hampshire will be under no obligation to make payments for such performance.

I sign these Grant Requirements based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in reimbursing grant funds.

Authorized Contract Signatory: _____ **Date:** _____

Signors Printed Name: _____ **Signors Title:** _____

Allen D. Aldenberg

Chief of Police

Project Titles, PSP & Task, CFDA and FAIN Numbers
SPEED ENFORCEMENT PATROLS PSP & Task 22-02-04 FAST Act 402 CFDA: 20.600 FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0, 69A37522300004020NH0
DUI ENFORCEMENT PSP & Task 22-07-04 FAST Act 402 CFDA: 20.600 FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0, 69A37522300004020NH0
DISTRACTED DRIVING PSP & Task 22-04-04 FAST Act 402 CFDA: 20.600 FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0, 69A37522300004020NH0
PEDESTRIAN BICYCLE PSP & Task 22-06-04 FAST Act 405h CFDA: 20.616 FAIN Number (Subaward): 69A3751830000405hNH0, 69A3752230000405hNH0
JOIN THE NH CLIQUE PSP & Task 22-01-04 FAST Act 402 CFDA: 20.600 FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0, 69A37522300004020NH0
DRIVE SOBER OR GET PULLED OVER PSP & Task 22-07-11 FAST Act 402 CFDA: 20.600 FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0, 69A37522300004020NH0
U DRIVE, U TEXT, U PAY PSP & Task 22-04-11 FAST Act 402 CFDA: 20.600 FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0, 69A37522300004020NH0
E-CRASH EQUIPMENT (MDT) PSP & Task 22-03-06 FAST Act 405c CFDA: 20.616 FAIN Number (Subaward): 69A3751830000405cNH0, 69A3751930000405cNH0, 69A3752030000405cNH0, 69A3752130000405cNH0, 69A3752230000405cNH0
E-CRASH EQUIPMENT (Printers/Scanners/Receivers) PSP & Task 22-03-06 FAST Act 405c CFDA: 20.616 FAIN Number (Subaward): 69A3751830000405cNH0, 69A3751930000405cNH0, 69A3752030000405cNH0, 69A3752130000405cNH0, 69A3752230000405cNH0

Scope of Work

SPEED ENFORCEMENT

For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".

- The locations as well as time and days of the Speed overtime enforcement patrols should support the problem statement identified in your grant application.
- Speed enforcement patrols should be no more than **4-hours** in duration.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why they were not able to fulfill three documented stops per hour.
- To maximize grant funding, patrols must consist of **one grant-funded officer per cruiser**; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

Grantee Initials: _____

Date: _____

Grantee Initials: _____

Date: _____

Grantee Initials: _____

Date: _____

Scope of Work

Impaired Driving Enforcement (DUI)

For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".

- The locations as well as time and days of the Impaired Driving enforcement overtime patrols shall support the problem statement identified in your grant application.
- DUI enforcement patrols, including DUI saturation patrols, can be a minimum of **4-hours** and a maximum of **6-hours** in duration.
- With **written**, pre-approval, from the Office of Highway Safety, departments may conduct 6-hour Sobriety Check Points.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol period. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why they were not able to fulfill three documented stops per hour.
- To maximize grant funding, patrols must consist of **one granted-funded officer per cruiser**; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

Grantee Initials: _____

Date: _____

Grantee Initials: _____

Date: _____

Grantee Initials: _____

Date: _____

Scope of Work

Distracted Driving Enforcement

Distracted Driving enforcement patrols should focus on enforcing New Hampshire's Hands Free Electronic Device Law as well as other activities that occur behind the wheel that cause the driver to be distracted. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".**

- The locations, as well as time and days, of the distracted driving enforcement overtime patrols shall support the problem statement identified in your grant application.
- Distracted Driving enforcement patrols should be no more than **4-hours** in duration.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why they were not able to fulfill three documented stops per hour. **Note:** When conducting Distracted Driving enforcement patrols using a spotter technique (one officer in a cruiser and one officer outside the cruiser), 3 stops per hour per officer may be difficult to achieve. In this instance, please focus on effective enforcement rather than the stops/hour requirement. Please ensure that the spotter notes this on his/her Patrol Activity Report (HS-200).
- To maximize grant funding, patrols must consist of **one granted-funded officer per cruiser**; however, multiple cruisers may be out at one time. **Exception:** Two officers per cruiser when utilizing a spotter (one officer in a cruiser and one officer outside the cruiser), is allowed when a department is conducting strategic Distracted Driving patrols.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Scope of Work

Pedestrian & Bicycle Enforcement

Pedestrian/Bicycle enforcement patrols should be aimed at enforcing the state's pedestrian/bicycle laws; however, adherence to all traffic laws shall be enforced. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".**

- Prior to officers conducting Pedestrian & Bicycle enforcement patrols they shall be **required to complete a one-time Online training course**; "Pedestrian and Bicycle Laws", sponsored by Police Standards and Training Council. A certificate of completion for the officer's conducting pedestrian and bicycle patrols shall be submitted with the grant reimbursement request.
- Pedestrian Bicycle enforcement patrols should be no more than **4-hours** in duration.
- Grantees must utilize pedestrian and bicyclist crash data to identify specific locations and times of day to enforce traffic safety laws as they relate to motorists, pedestrians, and bicyclist.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol period. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why the officer was not able to fulfill three documented stops per hour. **Note:** When conducting Pedestrian Bicycle patrols using a spotter technique, 3 stops per hour per officer may be difficult to achieve. In this instance, please focus on effective enforcement rather than the stops/hour requirement. Please ensure that the spotter notes this on his/her Patrol Activity Report (HS-200).
- To maximize grant funding, patrols must consist of **one granted-funded officer**; however, multiple officers may be out at one time. **Exception:** Two officers per shift when (one officer is being utilizing as a spotter), is allowed when a department is conducting strategic Pedestrian & Bicycle enforcement patrols.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

Grantee Initials: _____

Date: _____

Grantee Initials: _____

Date: _____

Grantee Initials: _____

Date: _____

Scope of Work

High Visibility Mobilizations

Departments have an allowable budget to conduct overtime enforcement during each of the time periods listed below. Unspent funds from a campaign period cannot be rolled over into any other time period or enforcement activity.

Grant-funded overtime enforcement activity may occur any day and time but primary efforts should be directed at the specified campaign theme; departments are encouraged to use their own internal data to conduct enforcement activity in their community hotspots.

NOTE: Please e-mail your Field Representative, *in advance*, if a mobilization effort will not be conducted.

Join the NH Clique Enforcement Patrols- \$850 total: The purpose of this mobilization is to enforce the Child Restraint Law for anyone under 18 years of age, as well as to educate unbelted occupants 18 years and older regarding the importance of wearing seatbelts. Patrols must be conducted during daylight hours at locations such as elementary schools, high schools, shopping centers, and/or locations where drivers and passengers up to the age of 18 are known to frequent. **Prior** to officers conducting "Join the NH Clique Patrols", they must complete a **one-time** Online training course; "Child Passenger", sponsored by Police Standards and Training. A certificate of completion, by the officer conducting the patrol, must be submitted with the grant reimbursement request. **Note: Officer's patrol time will not be paid for, if this online training was not completed prior to the patrol.**

- **Required Dates:**

- One 3-4 hour patrol conducted on kickoff day- **Saturday, May 23, 2022**
- The remaining patrol hours shall be conducted between **May 24, 2022 - June 5, 2022, 3rd Quarter**

Drive Sober or Get Pulled Over-\$850 each: The purpose of these **two** mobilizations will focus on the apprehension of the impaired driver.

- **\$850- Required Dates of the first mobilization:**

- One 3-4 hour patrol conducted on kickoff day **Friday, December 17, 2021**
- The remaining patrol hours shall be conducted between **Saturday, December 18, 2021 - Saturday, January 1, 2022- 1st Quarter**

- **\$850- Required Dates of the second mobilization:**

- One 3-4 hour patrol conducted on kickoff day **Friday, August 19, 2022**
- The remaining patrol hours shall be conducted between **Saturday, August 20, 2022 - Monday, September 5, 2022-4th Quarter**

U Drive, U Text, U Pay-\$850 total: The purpose of this mobilization is to enforce New Hampshire's Hands Free Electronic Device Law, as well as other activities that occur behind the wheel that cause the driver to be distracted.

- **Required Dates:**

- One 3-4 hour patrol conducted on kickoff day **Thursday, April 7, 2022**
- The remaining patrol hours shall be conducted between **Friday, April 8, 2022 – Monday April 11, 2022- 3rd Quarter**

Grantee Initials: _____

Date: _____

Grantee Initials: _____

Date: _____

Grantee Initials: _____

Date: _____

Andre R. Parent
Chief of Department



Matthew A. K. Lamothe
Assistant Chief

City of Manchester
Fire Department

TO: Alderman Cavanaugh, CIP Committee Chair

FROM: Chief Andre R. Parent 

DATE: September 16, 2021

RE: FY22 Radiological Emergency Preparedness (REP) Program

We have been awarded \$78,428.00 from the State of NH for this year's Radiological Emergency Preparedness (REP) Program. These funds do not require a match from the City. I am requesting permission to accept these funds.

I am also requesting that the remaining flat rate funds in the amount of \$20,553.10 from last year's REP program be rolled over to this year's project. Each year, the award from the State includes \$13,500.00 in flat rate funds. These funds do not expire and can be used across fiscal years. In March, I had requested the remaining flat rate funds from previous fiscal years be rolled over into the then current project year. This request was approved. The \$20,553.10 mentioned above is a culmination of the remaining balance from last year's flat rate in addition to the funds that were rolled over in March. Thank you for your consideration to this matter.

CIP BUDGET AUTHORIZATION

CIP#: 411122

Project Year: 2022

CIP Resolution: 6/8/2021

Title: Radiological Emergency Preparedness Program

Amending Resolution: 10/19/2021

Administering Department: Fire Dept

Revision:

Project Description: To reimburse the City for costs associated with participation and preparedness in the NH Radiological Emergency Response Plan for Seabrook station.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	7/1/2021
2.	Project Completion	6/30/2021
3.		
4.		
5.		
		6/30/2022

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$45,391.16	\$0.00	\$0.00	\$45,391.16
Fringes	\$19,536.84	\$0.00	\$0.00	\$19,536.84
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$34,053.10	\$0.00	\$0.00	\$34,053.10
TOTAL	\$98,981.10	\$0.00	\$0.00	\$98,981.10

Revisions:

Comments: Source of Funds: \$78,428 of new funding-NH Dept of Safety, Division of Homeland Security and Emergency Management.
\$20,553.10-transferred from CIP #411421.

Planning Department/Startup Form - 07/1/20

\$98,981.10

CIP BUDGET AUTHORIZATION

CIP#: 411421

Project Year: 2021

CIP Resolution: 6/9/2020

Title: Radiological Emergency Preparedness Program

Amending Resolution: 10/19/2021

Administering Department: Fire Department

Revision: #3

Project Description: To reimburse the City for costs associated with participation and preparedness in the NH Radiological Emergency Response Plan for Seabrook Station.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	9/30/2020
2.	Project Completion	12/31/2021
3.		
4.		
5.		
		12/31/2021

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$10,000.00	\$0.00	\$0.00	\$10,000.00
Fringes	\$4,000.00	\$0.00	\$0.00	\$4,000.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$6,527.96	\$0.00	\$0.00	\$6,527.96
TOTAL	\$20,527.96	\$0.00	\$0.00	\$20,527.96

Revisions:

Revision #1-increase budget by \$13,581.06; \$2970.14 from CIP #410919, \$10,610.92 from CIP #411620.
Revision #2-Extends the project completion date to 12/31/2021.
Revision #3-Decrease budget by \$20,553.10 (from \$41,081.06 to \$20,527.96) and transfer to CIP#411122.

Comments:

Source of Funds: NH Dept of Safety Division of Homeland Security and Emergency Management.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2021 and FY2022 Community Improvement Program, authorizing, transferring and appropriating funds in the amount of Ninety Eight Thousand Nine Hundred Eighty One Dollars and Ten Cents (\$98,981.10) for the FY 2022 CIP 411122 Radiological Emergency Preparedness Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 and 2022 CIP as contained in the 2021 and 2022 CIP budget; and

WHEREAS, the 2021 and 2022 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the NH Dept. of Safety to provide support for the participation and preparedness in the NH Radiological Emergency Response Plan for Seabrook Station;

WHEREAS, the Board of Mayor and Aldermen wishes to effect the following transfers between Fire Dept. projects;

NOW, THEREFORE, be it resolved that the 2021 and 2022 CIP be amended as follows:

By adding:

FY 2022 CIP 411122 Radiological Emergency Preparedness Program - \$78,428 STATE

By decreasing:

FY2021 CIP 411421 Radiological Emergency Preparedness Program-\$20,553.10 STATE

By transferring:

FY 2022 CIP 411122 Radiological Emergency Preparedness Program - \$20,553.10 STATE

Resolved, that this Resolution shall take effect upon its passage



State of New Hampshire Department of Safety

Robert L. Quinn, Commissioner
Richard C. Bailey, Jr., Assistant Commissioner
Eddie Edwards, Assistant Commissioner

Homeland Security and Emergency Management

Jennifer L. Harper, Director
Grant M. Nichols, Assistant Director



9/14/2021

Andy Parent, EMD
Manchester Emergency Management
100 Merrimack Street
Manchester, NH 03101

Dear Director Parent,

In accordance with RSA 107-B, the Commissioner of Safety has determined that the allocation of funds to support the Radiological Emergency Preparedness (REP) Program in Manchester for the State of New Hampshire's Fiscal Year 2022 (July 1, 2021-June 30, 2022) will be \$78,428.

These funds are available in order to cover the associated costs incurred by Manchester for maintaining and improving an emergency preparedness capability commensurate with the requirements of the New Hampshire REP Program. A breakdown of this allocation of funds by category is attached.

We look forward to working with you on the continued development and enhancement of the REP Program capabilities and activities. Manchester's Field Representative and the staff of REP at HSEM are always ready to assist you and your emergency management team with the responsibilities associated with your role in the Offsite Response Organization (ORO). The Fiscal Year 2022 REP Maintenance Checklist must be completed and sent to REP Planning by the identified deadlines.

Should you have any questions or concerns please do not hesitate to contact your HSEM Field Representative at NHHSEMFieldServices@dos.nh.gov or REP at REP@dos.nh.gov.

Thank you for your continuing support of the REP Program in New Hampshire.

Sincerely,

Jennifer L. Harper
Director

Enclosures

cc: Meghan Geoffrion, Secondary EMD



New Hampshire Department of Safety
Division of Homeland Security and Emergency Management

SS FY2022 REP Assessment Allocation

Attachment: Manchester FY2022 SS REP Assessment Allocation

Fiscal Year 2022 allocation of funds pursuant to RSA 107-B for Manchester to support participation and preparedness in the New Hampshire Radiological Emergency Response Plan for Seabrook Station:

Total amount allocated: \$78,428

Allocation Breakdown:

Flat Rate:	\$	13,500
Training:	\$	11,078
Drills and Exercises:	\$	53,850
Equipment:	\$	0
Total:	\$	78,428

NH RSA 107-B: The NH REP Program is a **reimbursement program**. In order for your community to receive the allocated funding, you must submit a request for reimbursement of the allowable expenses under this program accompanied by appropriate documentation.

Reimbursement invoices can be emailed to rep@dos.nh.gov or submitted through electronic forms on the HSEM Resource Center website: https://prd.blogs.nh.gov/dos/hsem/?page_id=4685.

- Submissions for reimbursement should occur soon after an expense is incurred and/or on a regular basis, to NH Homeland Security and Emergency Management (HSEM).
- Funds expended beyond the budgeted amount for the year will **NOT** be reimbursed unless otherwise approved **IN ADVANCE**.
- Reimbursement for expenses cannot be carried forward into the next fiscal year.
- Reimbursements cannot be transferred from one category to another without **prior** approval. Equipment cannot be purchased unless requested and approved through your request.

The State fiscal year runs from July 1 to June 30 of each year. Billings for reimbursement must be received by **HSEM on or before June 1**. Exceptions for those year-end expenditures which occur during the month of June should be discussed with HSEM prior to the commitment of funds.



New Hampshire Department of Safety Division of Homeland Security and Emergency Management

Assessment Reimbursement Categories – Host Communities

It will be the responsibility of each municipality to maintain supporting documentation for all expenses related to assessment awards. The New Hampshire Department of Safety Business Office will randomly choose a number of communities to audit, at which time documentation will be requested for review.

With respect to a municipality's ability to accept and expend unanticipated funds beyond the municipal budget cycle, municipalities should consider the adoption of NH RSA 31:95-B, which allows Selectmen to accept and expend unanticipated funds.

Please remember that no assessment reimbursements are made to individuals or without the appropriate documentation. Requests must be made from an agency and accompanied by proof of payment from the agency or town.



New Hampshire Department of Safety Division of Homeland Security and Emergency Management

SS FY2022 REP Assessment Allocation

Description of Categories

Non-flat rate:

- Training: Covers the cost of personnel participation in REP training, including cost of food, if any. Invoices with training must be accompanied by a roster of participants with the name of the course and date it was held or a copy of the certificate of completion. Online training must be courses identified in the briefing book and may not exceed the maximum hour allowance.
- Drills & Exercises: Covers the cost of personnel participation in REP drills and exercises including food.
- Equipment: Covers equipment greater than \$2,500 that was previously approved.

Flat Rate:

- **\$13,500** flat base rate per year (4 quarters)
- Includes money for planning, administration, general supplies, equipment less than \$2,500 and meeting expenses.
- The EMD or community will be able to spend it on the program as they wish provided the flat rate checklists are completed.
- Does NOT include reimbursement or supplies for:
 - o Workshops, TTXs, Drills or Exercises
 - o Training
 - o Equipment >\$2,500

If you are unsure of what category an expense should be charged to, please e-mail us at REP@dos.nh.gov.

Andre R. Parent
Chief of Department



Matthew A. K. Lamothe
Assistant Chief

City of Manchester *Fire Department*

TO: Alderman Cavanaugh, CIP Committee Chair

FROM: Chief Andre R. Parent

DATE: September 14, 2021

RE: ALS Response Program project



Providing the citizens of Manchester with the highest level of care and service has always been the number one priority for us at the Manchester Fire Department. It is our mission to continuously find innovative ways to improve and expand upon our response capabilities.

Recently, we rolled out our newest EMS initiative, the ALS Response Program. The strategic placement of our stations around the City along with our large complement of Advanced EMTs (AEMT) enables us to have the opportunity be the main provider of Advanced Life Support (ALS) skills from arrival on the scene of a call all the way through transport to the hospital. In 2020, we responded to 18,750 EMS calls. This new program gifts us the ability to ensure the highest standard of continuity of care.

The ALS Response Program also has the potential of generating additional revenue for the department. American Medical Response (AMR), the City's ambulance provider, will invoice the patient for the call and when they receive payment, they will send us the proceeds from the ALS portion of the invoice. It is my intention to use these funds for future EMS training opportunities along with ALS equipment and supplies.

I respectfully ask that a project be established for the purpose of earmarking this additional revenue for the aforementioned purposes. Thank you for your attention to this matter.

CIP BUDGET AUTHORIZATION

CIP#: 411222

Project Year: 2022

CIP Resolution: 6/8/2021

Title: ALS Response Program

Amending Resolution: 10/19/2021

Administering Department: Fire Dept

Revision:

Project Description: Offering the citizens of Manchester superior continuity of care by utilizing our AEMTs as the main provider of Advanced Life Support skills from arrival on scene through transport to the hospital.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	9/14/2021
2.	Project Completion	6/30/2022
3.		
4.		
5.		
		6/30/2022

Line Item Budget

	OTHER			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$26,000.00	\$0.00	\$0.00	\$26,000.00
TOTAL	\$26,000.00	\$0.00	\$0.00	\$26,000.00

Revisions:

Comments: Source of Funding: OTHER-The ALS Response Program has the potential of generating additional revenue for the department. The MFD will receive the proceeds from the ALS portion of AMR's invoice to the patient. These funds will be used for EMS training opportunities as well as ALS equipment and supplies. It is likely this program could bring in \$500 per week in revenues.

Planning Department/Startup Form - 07/1/20

\$26,000.00

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Six Thousand Dollars (\$26,000) for the FY 2022 CIP 411222 ALS Response Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2022 CIP as contained in the 2022 CIP budget; and

WHEREAS, the 2022 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate OTHER funding to provide funding to support the citizens of Manchester with superior continuity of care by utilizing our AEMTs as the main provider of Advanced Life Support skills from arrival on scene through transport to the hospital;

NOW, THEREFORE, be it resolved that the 2022 CIP be amended as follows:

By adding:

FY 2022 CIP 411222 ALS Response Program- \$26,000 OTHER

Resolved, that this Resolution shall take effect upon its passage

Chief of Police
Allen D. Aldenberg
Assistant Chief
Steven A. Mangone



Commission
Scott R. Spradling, *Chairman*
Charlie Sherman
Manny Content
Eva Castillo
John G. Cronin

CITY OF MANCHESTER
Police Department

September 20, 2021

To: Alderman Cavanaugh, Chairman, CIP Committee
From: Steve Hoeft, BSO
Re: Police Academy Cadre

Attached is the New Hampshire Police Standards & Training Agreement to provide 2 police officers to assist at the Police Academy in the amount of \$9,990.00.

The grant period for this grant is 8/30/2021 to 12/31/2021.

The funds breakdown is as follows:

Salaries - \$9,990.00

Please process this as a project for approval.

Sincerely,


Steven L. Hoeft
Business Service Officer

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



CIP BUDGET AUTHORIZATION

CIP#: 411322

Project Year: 2022

CIP Resolution: 6/8/2021

Title: Police Academy Cadre

Amending Resolution: 10/19/2021

Administering Department: Police Department

Revision:

Project Description: Provide two police officers to assist at the Police Academy.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	8/30/2021
2.	Project Completion	12/31/2021
3.		
4.		
5.		
		12/31/2021

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$9,990.00	\$0.00	\$0.00	\$9,990.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$9,990.00	\$0.00	\$0.00	\$9,990.00

Revisions:**Comments:** Funding Source: NH Police Standards & Training

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of Nine Thousand Nine Hundred Ninety Dollars (\$9,990) for the FY 2022 CIP 411322 Police Academy Cadre.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2022 CIP as contained in the 2022 CIP budget; and

WHEREAS, the 2022 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the NH Police Standards & Training to provide one-time funding to support two police officers to assist at the Police Academy;

NOW, THEREFORE, be it resolved that the 2022 CIP be amended as follows:

By adding:

FY 2022 CIP 411322 Police Academy Cadre- \$9,990 STATE

Resolved, that this Resolution shall take effect upon its passage

FORM NUMBER P-37 (version 12/11/2019)

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

1. IDENTIFICATION.

1.1 State Agency Name NH Police Standards & Training		1.2 State Agency Address 17 Institute Drive Concord, NH 03301	
1.3 Contractor Name Manchester Police Department		1.4 Contractor Address 405 Valley Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-628-6132	1.6 Account Number 06-87-87-08700-66390000-500557	1.7 Completion Date 12/31/2021	1.8 Price Limitation \$9,990.00
1.9 Contracting Officer for State Agency John V. Scippa, Director		1.10 State Agency Telephone Number 603-271-1793	
1.11 Contractor Signature  Date: 9-17-21		1.12 Name and Title of Contractor Signatory Allen D. Aldenberg Chief of Police Manchester, NH 03101	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
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: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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 1.17, 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 1.13 ("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 provided 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 any one, 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 10.2 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.

Exhibit A

The insurance provisions in paragraph 14 are waived.

Exhibit B

The contractor will provide two officers to serve as Cadre for the 16 weeks of the 186th New Hampshire Police Academy Session, to be held August 30, 2021 – December 18, 2021.

Exhibit C

Upon conclusion of the session, the contractor will be paid the sum of \$4,995.00 for each officer, not to exceed \$9,990.00. Such amount will be pro-rated on a weekly basis if the officer is unable to complete the entire academy session.

Contractor Initials



Date

5-17-21

Chief of Police
Allen D. Aldenberg
Assistant Chief
Steven A. Mangone



Commission
Scott R. Spradling, *Chairman*
Charlie Sherman
Manny Content
Eva Castillo
John G. Cronin

CITY OF MANCHESTER
Police Department

September 20, 2021

To: Alderman Cavanaugh, Chairman, CIP Committee
From: Steve Hoeft, BSO
Re: Substance Abuse Reduction Initiative

Attached is the State of New Hampshire, Department of Safety Grant Award in the amount of \$500,000 for the Substance Abuse Reduction Initiative.

The dates for this grant is 10/1/2021 to 9/30/2022.

The funds breakdown is as follows:

Overtime	-	\$370,000.00
Fringes	-	\$130,000.00

Please process this as a project for approval.

Sincerely,

Steven L. Hoeft
Business Service Officer

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



CIP BUDGET AUTHORIZATION

CIP#: 411422

Project Year: 2022

CIP Resolution: 6/8/2021

Title: Substance Abuse Reduction Initiative

Amending Resolution: 10/19/2021

Administering Department: Police Department

Revision:

Project Description: The Department of Safety, Division of State Police is awarding this grant for the purpose of investigating and apprehending individuals or organizations that are involved in narcotics related drug use and trafficking.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	10/01/2021
2.	Project Completion	9/30/2022
3.		
4.		
5.		
		9/30/2022

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$370,000.00	\$0.00	\$0.00	\$370,000.00
Fringes	\$130,000.00	\$0.00	\$0.00	\$130,000.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$500,000.00	\$0.00	\$0.00	\$500,000.00

Revisions:**Comments:** Source of Funds: NH Dept of Safety, Division of State Police

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY 2022 Community Improvement Program, authorizing and appropriating funds in the amount of Five Hundred Thousand Dollars (\$500,000) for the FY 2022 CIP 411422 Substance Abuse Reduction Initiative.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2022 CIP as contained in the 2022 CIP budget; and

WHEREAS, the 2022 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate NH Department of Safety, Division of State Police funding for the implementation of a Substance Abuse Reduction Initiative;

NOW, THEREFORE, be it resolved that the 2022 CIP be amended as follows:

By adding:

FY 2022 CIP 411422 Substance Abuse Reduction Initiative- \$500,000 STATE

Resolved, that this Resolution shall take effect upon its passage

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 Safety Division of State Police		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Manchester Police Department		1.4. Grantee Address 405 Valley Street, Manchester, NH 03103	
1.5. Effective Date DOJ Approval	1.6. Completion Date 6/30/2022	1.7. Audit Date N/A	1.8. Grant Limitation \$500,000.00
1.9. Grant Officer for State Agency Pamela Urban-Morin		1.10. State Agency Telephone Number (603) 271-7663	
"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 Allen D. Aldenberg, Chief of Police	
Grantee Signature 2		Name & Title of Grantee Signor 2 Joyce Craig, Mayor	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough, on / / , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace Steven L. Hoeft, Notary Public			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s) Steven Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By: Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council 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"), pursuant to RSA 21-P:66, 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 A (the scope of work being hereinafter referred to as "the Project").

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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "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 1.6 (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 B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, 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 to 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.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date 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, 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 general 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 OR 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.
- 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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. 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.
- 12.4. 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.
13. 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

- 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 A 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 AND BOND.
 - 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public 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; 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 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.
 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 provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

SCOPE OF SERVICES

1. The Department of Safety, Division of State Police (hereinafter referred to as “the State”) is awarding the Manchester Police Department (hereinafter referred to as “the Grantee”) \$500,000.00 for the purpose of investigating and apprehending individuals or organizations that are involved in narcotics related drug use and trafficking.
2. “The Grantee” agrees that the project grant period ends June 30, 2022 and that all expenses must be incurred and paid prior to this date and reimbursement requests submitted on form DSAD 69 must be submitted to the Department of Safety, Grants Management Unit, prior to June 30, 2022.
3. “The Grantee” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Grantee”, is responsible for the overall direction and assignment of all grant funded activities.
5. The grant application as submitted by “the Grantee” is hereby fully incorporated into this grant agreement.

EXHIBIT B
GRANT AMOUNT AND METHOD OF PAYMENT

1. Grant Amount: \$500,000.00
2. Payment Schedule
 - a. "The Grantee" agrees that the total payment by "the State" under this grant agreement shall be up to \$500,000.00.
 - b. "The State" shall reimburse up to \$500,000.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds (i.e: copies of payroll documentation and proof of payment) submitted with form DSAD 69.
 - c. "The Grantee" is responsible for the overall direction and assignment of all 2022 Law Enforcement Substance Abuse Reduction Initiative grant funded activities. When "the Municipality" is assigned grant funded activities by "the Grantee", "the State" will reimburse "the Municipality" directly upon receiving appropriate documentation of expended funds and approval from "the Grantee". Payments made directly to "the Municipality" will be considered payments made to "the Grantee" for the purposes of this grant agreement.

EXHIBIT C

SPECIAL PROVISIONS

1. Grant expenses must be incurred and paid prior to June 30, 2022. All grant reimbursement requests must be submitted prior to June 30, 2022 using form DSAD 69. Only expenses approved as outlined in Exhibit A and outlined in Saf-C 2904.02 Allowable Costs may be reimbursed. Reimbursement requests shall meet all requirements of Saf-C 2908 Administrative Requirements.
2. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of 3 years from the grant period end date per Saf-C 2909.01 Recordkeeping.
3. Grant Agreement Revision to Provision 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. ***The Grantee's liability herein shall not exceed the amount of \$1,000,000.*** 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.

EXHIBIT D

Memorandum of Agreement (MOA)

- 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 A 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 AND BOND.
 - 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public 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; 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 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.
 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 provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Kevin Cavanaugh,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP 
Director, Planning and Community Development

Date: September 27, 2021

Re: HUD American Rescue Plan Act HOME Funds

The City recently received an official award notification from the U.S. Department of Housing and Urban Development (HUD) for American Rescue Plan Act HOME (HOME-ARP) funds totaling \$2,538,601. These funds must be used to perform four activities that primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. These activities include: (1) development and support of affordable housing, (2) tenant-based rental assistance, (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units. With regard to the suggested allocation of these funds, program adjustments will be made as necessary should the initial distribution scenario not reflect actual demand. Any adjustments would be brought before the CIP Committee as an amending budget resolution.

With reference to the distribution of these funds, staff offers the following recommendations:

- CIP #610722 – HUD HOME-ARP Housing Initiatives - \$2,323,601
- CIP #811522 – HUD HOME-ARP Planning and Administration Support - \$215,000

Please see attached the CIP Amending Resolution and Budget Authorization Forms necessary to appropriate funding for these projects.

CIP BUDGET AUTHORIZATION

CIP#: 610722

Project Year: 2022

CIP Resolution: 6/8/2021

Title: HUD HOME-ARP Housing Initiatives

Amending Resolution: 10/19/2021

Administering Department: Planning and Community Development

Revision:

Project Description:

Funding to support housing initiatives that primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or other vulnerable populations. These activities include: (1) development and support of affordable housing, (2) tenant-based rental assistance, (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: Yes

Grant Executed: Yes

Completed: Pending

Critical Events

1.	Project Initiation	10/19/2021
2.	Project Completion	9/30/2030
3.		
4.		
5.		
		9/30/2030

Line Item Budget

	HOME-ARP			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$2,323,601.00	\$0.00	\$0.00	\$2,323,601.00
TOTAL	\$2,323,601.00	\$0.00	\$0.00	\$2,323,601.00

Revisions:**Comments:**

CIP BUDGET AUTHORIZATION

CIP#: 811522

Project Year: 2022

CIP Resolution: 6/8/2021

Title: HUD HOME-ARP Planning and Administration Support

Amending Resolution: 10/19/2021

Administering Department: Planning and Community Development

Revision:

Project Description: Funding of CIP staff/expenses for administration of CIP HUD HOME-ARP Entitlement Program.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: Yes

Grant Executed: Yes

Completed: Pending

Critical Events

1.	Project Initiation	10/19/2021
2.	Project Completion	9/30/2030
3.		
4.		
5.		
		9/30/2030

Line Item Budget

	HOME-ARP			TOTAL
Salaries and Wages	\$118,250.00	\$0.00	\$0.00	\$118,250.00
Fringes	\$96,750.00	\$0.00	\$0.00	\$96,750.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$215,000.00	\$0.00	\$0.00	\$215,000.00

Revisions:**Comments:**

Planning Department/Startup Form - 07/1/20

\$215,000.00

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY 2021 Community Improvement Program, authorizing and appropriating funds in the amount of Two Million Five Hundred Thirty Eight Thousand Six Hundred One Dollars (\$2,538,601) for FY 2022 CIP 610722 HUD HOME-ARP Housing Initiatives and HUD HOME-ARP Planning and Administration Support.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2022 CIP as contained in the 2022 CIP budget; and

WHEREAS, the 2022 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate funding from the US Department of Housing and Urban Development to support various housing initiatives that primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or other vulnerable populations;

NOW, THEREFORE, be it resolved that the 2022 CIP be amended as follows:

By adding:

FY 2022 CIP 610722 HUD HOME-ARP Housing Initiatives - \$2,323,601 HOME-ARP

By adding:

FY 2022 CIP 811522 HUD HOME-ARP Planning and Administration Support - \$215,000 HOME-ARP

Resolved, that this Resolution shall take effect upon its passage



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Kevin Cavanaugh,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP 
Director, Planning and Community Development

Date: September 27, 2021

Re: CIP #611619 2018 Lead-Based Paint Hazard Reduction Grant Program –
Mortgage Subordination – 182 Notre Dame Avenue (Three Family Home)

William Stoddart, the owner of 182 Notre Dame Avenue has contacted this office to request the subordination of a City liens totaling \$38,700 placed upon the aforementioned property. The lien was placed due to the use of Lead-Based Paint Hazard Reduction Demonstration Grant funds used to pursue lead abatement and renovation at the property.

The requested subordination will allow the owner to acquire a lower rate mortgage on the property thereby reducing operational costs and correspondingly, its economic viability. The owner represents and has documented that \$57,636 of cash is being taken out in the refinancing to consolidate medical and personal debt that was accumulated as a result of the pandemic. The owner has also indicated that the City's security instrument will remain in the same position. As such, approval of this request would not be consistent with the previous actions of the Committee to recommend this lien subordination.

Respectfully, I request that the Committee make a recommendation to accept or deny the subordination request to the full Board.

September 21, 2021

Kevin Cavanaugh
Chairman Alderman

Dear Kevin,

I am writing to you to request subordination from the City for the refinance of my property at 182 Notre Dame Ave.

The reason for this request is that I am in the process of attempting to refinance the property for two main goals. The first goal being to consolidate medical and personal debt that was accumulated during the last 1.5 years due to the Coronavirus pandemic. Both my wife and I were laid off during this time, and exhausted our savings. I am now employed with Liberty Mutual in a dependable position and working toward rebuilding our savings.

The second goal is to relocate to the Manchester area to be closer to family. We recently discovered we are expecting twins, and would love to be able to move closer to our families as it will truly take a village to raise our three children under the age of three.

The current mortgage is at \$217,526 and the new mortgage would be at \$300,000. I have attached all documentation to show these figures. Over the last 6 years I have owned the property, I have put a considerable amount of improvement into it, including a new roof, paved parking lot, several safety features and cosmetic improvements. I truly take pride in the ownership of this building, as it is the only piece of real estate I own. The current appraisal of the property is \$470,000.

Upon refinancing this property, the lender requirement is that the city would remain in the second position after the subordination.

I hope you will deeply consider the positive outcomes that can come from allowing this request to happen. If there are any additional details or questions I can provide context to, please do not hesitate to reach out to me at any time.

Sincerely yours,

William Davis Stoddart V



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Kevin Cavanaugh,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP 
Director, Planning and Community Development

Date: September 27, 2021

Re: CIP #612005 Housing Rehabilitation Program – Mortgage Subordination – 426
East High Street (Single Family Home)

Donald and Barbara Blanchette, the owners of 426 East High Street have contacted this office to request the subordination of a City liens totaling \$20,000 placed upon the aforementioned property. The lien was placed due to the use of Housing Rehabilitation funds used to renovate the property.

The requested subordination will allow the owner to acquire a lower rate mortgage on the property thereby reducing operational costs and correspondingly, its economic viability. The owner represents and has documented that \$21,445 of cash is being taken out in the refinancing to make additional improvements to the home. The owner has also indicated that the City's security instrument will remain in the same position.

Respectfully, I request that the Committee make a recommendation to accept or deny the subordination request to the full Board.

September 13, 2021

To Chairman Alderman Kevin Cavanaugh ,

This letter is an explanation of the cash-out refinance for Donald & Barbara Blanchette, of
426 East High St Manchester NH 03104

The reasons we're seeking cash out are to upgrade our bathroom, replace the main
entrance(s), to include steps, decking , wheelchair ramp, as well as fencing.

Doing this will provide a safe entrance as well as improve the home's aesthetics /value.

Sincerely ,

Donald and Barbara Blanchette
426 East High St
Manchester ,NH-03104

Chief of Police
Allen D. Aldenberg
Assistant Chief
Steven A. Mangone



Commission
Scott R. Spradling, *Chairman*
Charlie Sherman
Manny Content
Eva Castillo
John G. Cronin

CITY OF MANCHESTER
Police Department

September 20, 2021

To: Alderman Cavanaugh, Chairman, CIP Committee
From: Steve Hoefft, BSO
Re: Project Safe Neighborhood – 410220 Revision #2

Attached is the State of New Hampshire, Department of Justice Grant Award for the Project Safe Neighborhood Program, project 410220.

The project new end date is 9/30/2022. Please process a project revision #2 for the new end date.

Sincerely,

Steven L. Hoefft
Business Service Officer

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



CIP BUDGET AUTHORIZATION

CIP#: 410220 Project Year: 2020 CIP Resolution: 6/10/2019
 Title: Project Safe Neighborhood Amending Resolution: 10/19/2021
 Administering Department: Police Department Revision: #2

Project Description: The program will concentrate on providing juvenile gun violence supervisions through a partnership with Probation and Parole Officers.

Federal Grants

Federal Grant: No Environmental Review Required: No
 Grant Executed: Completed:

Critical Events

1. Program Initiation	7/01/2019
2. Program Completion	9/30/2022
3.	
4.	
5.	
	9/30/2022

Line Item Budget

	STATE			TOTAL
Salaries and Wage	\$31,972.80	\$0.00	\$0.00	\$31,972.80
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$9,782.00	\$0.00	\$0.00	\$9,782.00
TOTAL	\$41,754.80	\$0.00	\$0.00	\$41,754.80

Revisions:

Revision #1-Increase budget by \$9,782 (from \$31,972 to \$41,754.80).
 Revision #2-Extend Completion Date from 9/30/2021 to 9/30/2022.

Comments:

Funds received from NH Highway Safety. Program initiation and completion dates determined by the grantor.

STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE GRANT AWARD		
Recipient Name: Manchester Police Department		Vendor No.: 177433 B012
Program Name: FY18 Project Safe Neighborhood Program		Amount: \$ 41,754.80
Grant Start Date: 10/1/19	State Grant Number: 2020PSN02	
Grant End Date: 9/30/22	Recipient DUNS #: 604507046	
Acct. No.: 02-20-20-201510-4469-072-500574		PO Number: 71826&1075446
Head of Agency	Project Director	Fiscal Officer
Carlo T Capano Chief of Police 405 Valley St Manchester NH 03103 (603)668-8711	Matthew Barter Sergeant 405 Valley St Manchester NH 03103 (603)792-5610	Steve Hoeft Business Svcs Officer 405 Valley St Manchester NH 03103 (603)792-5411
Federal Grant Name: Project Safer Neighborhood		
Federal Agency: United States Department of Justice		
Bureau/Office: Office of Justice Programs		
CFDA Number: 16.609		
Federal Grant Number: 2018-GP-BX-0058		
Federal Award Amount: \$137,616.00		Fed. Award Date: 10/2/2018
Federal Start: 10/01/18	Federal End: 9/30/2022	
Purpose of Grant: [Non R&D]		
Program Requirements: Adherence to Program Conditions and Guidelines.		
Match Requirements: Match must be spent on program allowable activities.		
Program Income Requirements: Program Income must be reported and spent on program allowable activities.		
Reporting Requirements: Monthly or quarterly Financial reports. Required Performance reports and audit. Adherence to Program Conditions and Guidelines. Completion of Monitoring forms and processes.		

Chief of Police
Allen D. Aldenberg
Assistant Chief
Steven A. Mangone



Commission
Scott R. Spradling, *Chairman*
Charlie Sherman
Manny Content
Eva Castillo
John G. Cronin

CITY OF MANCHESTER
Police Department

September 22, 2021

To: Alderman Cavanaugh, Chairman, CIP Committee
From: Steve Hoeft, BSO
Re: Manchester ACERT Program – 410619 Revision #2

Attached is the Department of Justice Grant Award Modification for a 12 month no-cost extension for the Manchester ACERT Program project 410619.

The project new end date is 9/30/2022. Please process a project revision #2 for the new end date.

Sincerely,

Steven L. Hoeft
Business Service Officer

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



CIP BUDGET AUTHORIZATION

CIP#: 410619 Project Year: 2019 CIP Resolution: 6/12/2018
Title: Manchester ACERT Program Amending Resolution: 10/19/2021
Administering Department: Police Department Revision: #2

Project Description: The Manchester Police Department (MPD) will address opioid abuse among its residents through the ACERT Enhancement Project (AEP). Using a proven multi-agency community approach, AEP will reduce rates of abuse and overdoses, while mitigating the impact of substance use on non-using family members. This project will focus on victim services. MPD will partner with Manchester Fire Department, Manchester Community Health Center, Project Launch, and YWCA NH.

Federal Grants

Federal Grant: Yes
Grant Executed:
Environmental Review Required: No
Completed:

Critical Events

1. Project Initiation	10/1/2018
2. Project Completion	9/30/2022
3.	
4.	
5.	

9/30/2022

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wage	\$108,580.00	\$0.00	\$0.00	\$108,580.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$691,420.00	\$0.00	\$0.00	\$691,420.00
TOTAL	\$800,000.00	\$0.00	\$0.00	\$800,000.00

Revisions:

Revision #1-Extend the completion date from 9/30/2020 to 9/30/2021.
Revision #2-Extend the completion date from 9/30/2021 to 9/30/2022.

Comments:

Funds received from U.S. Department of Justice. Program initiation and completion dates determined by the grantor.

Hoeft, Steven

From: Default <do-not-reply@ojp.usdoj.gov>
Sent: Wednesday, September 22, 2021 10:39 AM
To: Hoeft, Steven; Elizabeth.White3@usdoj.gov
Subject: Grant Award Modification for an award from DOJ is Approved



JUSTgrants
JUSTICE GRANTS SYSTEM

The request for a grant award modification, GAM-547986, for award number 2018-MU-MU-K083 under the solicitation *BJA FY 18 Comprehensive Opioid Abuse Site-based Program* is approved.
Please log into DOJ's JustGrants system at [JustGrants](https://www.justicegrants.usdoj.gov).

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

...GAM ReadOnly

Funded Award Details

FAW-23559

Solicitation Title:	BJA FY 18 Comprehensive Opioid Abuse Site-based Program	Federal Award Amount:	\$800,000.00
		Unpaid Balance:	—
Project Title:	Manchester ACERT 2018 Program	Funding Instrument Type:	CA
Project Start Date:	10/1/18	DUNS:	604507046
Project End Date	9/30/22	TIN:	026000517
Managing Office:	OJP		
Program Office:	BJA		
Grant Manager:	elizabeth.white3@ojp.usdo j.gov		
Grant Award Administrator:	shoeft@manchesternh.gov		

Project Period Extension

> Project Period Extension Start Date	Number of Months to extend Project Period
	Extension End Date
	12

Current Project Period	Requested Project Period
------------------------	--------------------------

Chief of Police
Allen D. Aldenberg
Assistant Chief
Steven A. Mangone



Commission
Scott R. Spradling, *Chairman*
Charlie Sherman
Manny Content
Eva Castillo
John G. Cronin

CITY OF MANCHESTER
Police Department

September 20, 2021

To: Alderman Cavanaugh, Chairman, CIP Committee
From: Steve Hoeft, BSO
Re: Brass-Trax Grant Award – 411319 Revision #1

Attached is the State of New Hampshire, Department of Justice First Contract Amendment for the Brass-Trax Program, project 411319.

The project new end date is 9/30/2022. Please process a project revision #1 for the new end date.

Sincerely,

Steven L. Hoeft
Business Service Officer

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



CIP BUDGET AUTHORIZATION

CIP#: 411319 Project Year: 2019 CIP Resolution: 6/12/2018
Title: Brass-Trax Grant Award Amending Resolution: 10/19/2021
Administering Department: Police Department Revision: #1

Project Description: The funding is for the purchase of a BRASSTRAX Acquisition Station, associated fees, training, and research to augment a Crime Gun Intelligence Model for Manchester and the State of New Hampshire.

Federal Grants

Federal Grant: No
Grant Executed: Yes

Environmental

Review Required: No
Completed:

Critical Events

1.	Project Initiation	03/27/2019
2.	Project Completion	09/30/2022
3.		
4.		
5.		

09/30/2022

Line Item Budget

	STATE			TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$225,231.00	\$0.00	\$0.00	\$225,231.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$20,000.00	\$0.00	\$0.00	\$20,000.00
TOTAL	\$245,231.00	\$0.00	\$0.00	\$245,231.00

Revisions:

Revision #1-Extend Completion Date from 9/30/2021 to 9/30/2022.

Comments:

Funds received from the NH Department of Justice. Program initiation and completion dates determined by the grantor.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND MANCHESTER POLICE DEPARTMENT
FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Manchester Police Department (Contractor).

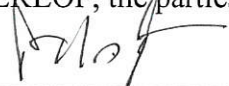
WHEREAS, pursuant to an Agreement ("Contract"), the sum limitation of \$245,231.00 for services required upon the terms and conditions specified in the Contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 20; Amendment, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Contractor and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract
 - a. Paragraph 1.7; Completion Date: Shall be amended from September 30, 2021 to September 30, 2022.
2. Effective Date of Amendment
 - a. This Amendment shall take effect upon Governor and Council approval.
3. Continuance of Agreement
 - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.



Allen Aldenberg, Chief of Police
Manchester Police Department

9/20/21

Date

Kathleen B. Carr
Director of Administration

Date

Approved by the Attorney General (Form, Substance and Execution)

Attorney

Date

Andre R. Parent
Chief of Department



Matthew A. K. Lamothe
Assistant Chief

City of Manchester *Fire Department*

TO: Alderman Cavanaugh, CIP Committee Chair

FROM: Chief Andre R. Parent

DATE: September 14, 2021

RE: Project #411517 re-name and extension



As of October 4, 2021, Safe Station in its present brick-and-mortar form will cease to exist. However, a new "mobile" Safe Station will take its place. During regular business hours, 2 of our members will be going out into the community and offering basic first-aid (including Safe Station-like services) to those who need it.

Project #411517 (Safe Station) is currently open and has funds available to be used. This project isn't a federal grant and is largely made up of donations. I am respectfully requesting to change the name of the project from "Safe Station" to "SUD Response Project" in order to accurately reflect the new Safe Station model. I have reached out to Finance and they support our request for a name change. I am also requesting extending the stop date of the project to December 31, 2023. Thank you for your attention to this matter.

CIP BUDGET AUTHORIZATION

CIP#: 411517	Project Year: 2017	CIP Resolution: 5/17/2016
Title: SUD Response Project	Amending Resolution: 10/19/2021	
Administering Department: Fire Department	Revision: #6	

Project Description:

Federal Grants	Federal Grant: No	Environmental	Review Required: No
	Grant Executed: N/A		Completed:

Critical Events

1.	Program Initiation	10/18/16
2.	Program Completion	12/31/2023
3.		
4.		
5.		
		12/31/2023

Line Item Budget

	Contingency	OTHER		TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$35,000.00	\$115,000.00	\$0.00	\$150,000.00
TOTAL	\$35,000.00	\$115,000.00	\$0.00	\$150,000.00

Revisions:

#1 - Increases budget by \$20,000 Contingency and \$2,000 Other.
#2 - Increased budget by \$5,000 Contingency and extends project completion date
#3 - Increases project budget by \$63,000 Other to allow for anticipated donations.
#4 - Increases project budget by \$50,000 Other to allow for additional donations and funding and extends to 6/30/2020

Comments:

Other funds from Donations.
Revision #5-Extend the completion date to 12/31/2021.
Revision #6-Change the project name to "SUD Response Project" and extend the completion date to 12/31/2023.