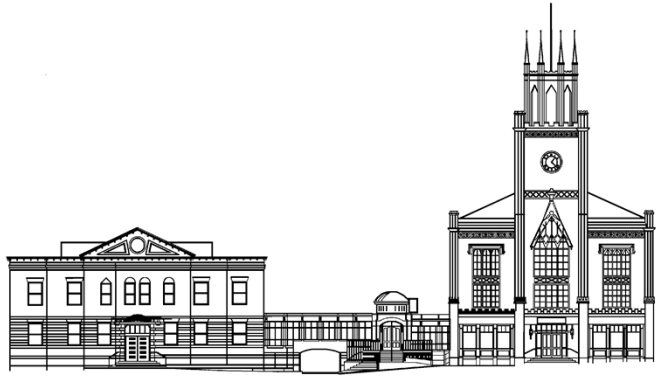




BOARD OF MAYOR AND ALDERMEN

October 5, 2021 at 7:30 PM

Aldermanic Chambers, City Hall (3rd Floor)

Mayor and All Aldermen

AGENDA

The Mayor calls the meeting to order.

The Clerk calls the roll.

CONSENT AGENDA

Approve Under Supervision of the Department of Highways, subject to funding

1. Sidewalk Petitions

Residential:

87 Greenwood Court

53 Pond Drive

138 Fleming Street

41 Sewall Street

Commercial:

395 S Main Street

80 S Commercial Street

85 Youville Street

Information to be Received and Filed

- 2.** Communication from Peter Chiesa, Deputy City Solicitor, providing an update on pending lawsuits against the City.

REFERRALS TO COMMITTEES

COMMITTEE ON FINANCE

3. Resolutions:

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Thirty One Thousand Dollars (\$131,000) for FY22 CIP 410722 MHRA Community Policing.”

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Five Thousand Dollars (\$25,000) for FY22 CIP 410822 2020 Homeland Security Grant Program Award-HazMat.”

COMMITTEE ON LANDS & BUILDINGS

4. Communication from Mark Gomez, Chief of Parks, Recreation and Cemetery, requesting an ordinance amendment to Section 96.04 Parks Operating Policy to change the curfew hours.

REPORTS OF COMMITTEES

COMMITTEE ON ACCOUNTS, ENROLLMENT AND REVENUE ADMINISTRATION

- 5. Advising that the update on the Revolving Loan Fund has been accepted.
(Unanimous vote with the exception of Aldermen Hirschmann and Barry who were absent)**
- 6. Advising that the Financial Report for the first month of FY22 has been accepted.
(Unanimous vote with the exception of Aldermen Hirschmann and Barry who were absent)**
- 7. Advising that the Finance Department reports:**
- Accounts receivable over 90 days
 - Aging report
 - Outstanding receivables
- have been accepted.
(Unanimous vote with the exception of Aldermen Hirschmann and Barry who were absent)

COMMITTEE ON COMMUNITY IMPROVEMENT

- 8. Recommending that the Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$131,000 for CIP 410722 MHRA Community Policing be approved.
(Unanimous vote with the exception of Alderman Barry who was absent)**

9. Recommending that the Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$25,000 for CIP 410822 2020 Homeland Security Grant Program Award - Hazmat be approved.
(Unanimous vote with the exception of Alderman Barry who was absent)
10. Recommending that the communication from Leon LaFreniere, Planning & Community Development Director, requesting approval of the City's updated HUD Section 3 and Minority Business Compliance Plan be approved.
(Unanimous vote with the exception of Alderman Barry who was absent)

COMMITTEE ON HUMAN RESOURCES/INSURANCE

11. Recommending that the request from Sharon Wickens, Finance Officer, to eliminate one (1) Financial Analyst I, grade 19, and add one (1) Financial Analyst II, grade 22, be approved.
(Unanimous vote with the exception of Aldermen Hirschmann and Barry who were absent)
12. Recommending that the request from Allen Aldenberg, Police Chief, to add one (1) Police Community Program Coordinator, grade 19, be approved.
(Unanimous vote with the exception of Aldermen Hirschmann and Barry who were absent)

COMMITTEE ON PUBLIC SAFETY, HEALTH AND TRAFFIC

13. Recommending that the following traffic regulations be approved:
NO PARKING ANYTIME
On Faltin Drive, south side, from Faltin Drive to a point 40 feet west
Alderman Shaw
On Valley Street, north side, from Taylor Street to a point 105 feet west
On Taylor Street, west side from Valley Street to a point 75 feet north
Alderman Sapienza/ Alderman Terrio
RESIDENT PARKING ONLY DURING SCHOOL HOURS
On Maple Street, east side, from a point 30 feet south of Bridge Street to a point 90 feet south
Alderman Roy
RESCIND 2 HOUR PARKING
On Maple Street, east side, from a point 76 feet south of Bridge Street to a point 44 feet south (ORD 10035)
Alderman Roy
RESCIND RESIDENT PARKING ONLY DURING SCHOOL HOURS
On Maple Street, east side, from a point 30 feet south of Bridge Street to a point 46 feet south (ORD 10034)
Alderman Roy
(Unanimous vote)

14. Advising that the request from Robert Drinkwater of Meet New England to use the Arms Lot on Sunday, October 24, 2021 for a Car Show has been approved with the stipulation that no 2-step or burnout contest be held.
(Unanimous vote)
15. Recommending that the Hope I recommendations made by Schonna Green, Director of Homelessness Initiatives, be approved with the exception of the Homeless Bill of Rights.
(Unanimous vote)

REGULAR BUSINESS

16. Communication from Alderman Levasseur advising of his resignation from the Planning Board effective 9/16/2021.
Ladies and Gentlemen, what is your pleasure?
17. Communication from Katherine Easterly Martey advising of her resignation from the Manchester Housing & Redevelopment Authority.
Ladies and Gentlemen, what is your pleasure?
18. Nomination(s) to be presented by Mayor Craig, if available.
19. Confirmation(s) to be presented by Mayor Craig:
Police Commission
Manny Content as a regular member, term to expire September 15, 2024
Board of Registrars
Claudia Carr as a regular member, term to expire May 1, 2022
Planning Board
Todd Connors moving from an alternate to a regular member, term to expire May 1, 2023
John Goeman as an alternate, term to expire May 1, 2022
Conservation Commission
Donald Waldron as a regular member, term to expire August 1, 2024
Ladies and Gentlemen, what is your pleasure?
20. Application for Community Revitalization Tax Relief Incentive, RSA 79- E, for property located at 1211-1217 Elm Street.
Ladies and Gentlemen, what is your pleasure?
21. Communication from the Board of School Committee requesting that any revenue received from the sale of Hallsville Elementary School be set aside to help defray the cost of a future school building.
Ladies and Gentlemen, what is your pleasure?

22. Communication from Timothy Clougherty, Deputy Public Works Director, requesting that the Mayor be authorized to sign the following documents related to the solar array project at the City landfill:

- Amendment to existing lease agreement from 1 MW to 3.3 MW
- Payment in Lieu of Taxes Agreement
- Notice of Solar Facility Lease Agreement
- Easement Deed

Ladies and Gentlemen, what is your pleasure?

23. Communication from Kevin Sheppard, Public Works Director, requesting authorization to execute Municipal Work Zone and Municipal Sidewalk Agreements related to the NH DOT Huse Road Bridge Rehabilitation Project on behalf of the City.

Ladies and Gentlemen, what is your pleasure?

24. Report(s) of the Committee on Community Improvement, if available.

Ladies and Gentlemen, what is your pleasure?

25. A motion is in order to recess the meeting to allow the Committee on Finance to meet.

26. The Mayor calls the meeting back to order.

27. Report(s) of the Committee on Finance, if available.

Ladies and Gentlemen, what is your pleasure?

28. Resolutions: **(A motion would be in order to read by titles only.)**

"Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Thirty One Thousand Dollars (\$131,000) for FY22 CIP 410722 MHRA Community Policing."

"Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Five Thousand Dollars (\$25,000) for FY22 CIP 410822 2020 Homeland Security Grant Program Award-HazMat."

"Authorizing the utilization of an increase in State Adequacy and Relief Aid for a supplemental appropriation of \$10,847,571 to the Manchester School District pursuant to Section 6.05 (a) of the City Charter in Fiscal Year 2022."

If the Board so desires, a motion would be in order that the resolutions ought to pass and be enrolled.

29. Bond Resolution: (A motion would be in order to read by title only.)

“Authorizing Bonds, Notes or Lease Purchases in the amount of Fifty Five Million Dollars (\$55,000,000) to pay for the 2022 CIP 712722 Various Capital Improvement Projects by the Environmental Protection Division, and for the payment of all other incidental costs related thereto. Projects include but are not limited to: design and construction of upgrades to the wastewater treatment plant, expansion of sewer service area and projects necessary for compliance with the Clean Water Act.”

If the Board so desires, a motion would be in order that the Bond Resolution ought to pass and be enrolled.

30. A motion would be in order to recess the meeting pursuant to RSA 91-A:2, I(a) for strategy or negotiations with respect to collective bargaining.

NEW BUSINESS

ADJOURNMENT

TO THE HONORABLE BOARD OF MAYOR
AND ALDERMEN:I/We Robert Dutton
Name(s)

Owner(s) of the real estate abutting upon

87 GREENWOOD COURT
Street AddressManchester, NH 03109
Zip Code

Desire that:

- ☐ A sidewalk be constructed along said frontage
- ☐ A sidewalk be reconstructed along said frontage
- ☒ Curbing be installed along said frontage
- ☐ Curbing be reset along said frontage

15-17 Feet
I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed:

Robert Dutton 8-27-21
Owner Date

Mailing Address:

87 GREENWOOD COURT
MANCHESTER N.H 03109

Phone #:

603 669-2017

Email:

NONE

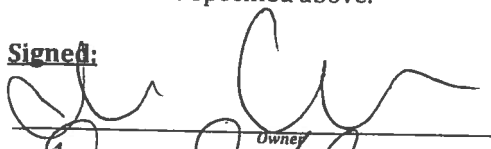
TO THE HONORABLE BOARD OF MAYOR
AND ALDERMEN:I/We Jon Cayton / David Schulz
Name(s)

Owner(s) of the real estate abutting upon

53 Pond Drive
Street AddressManchester, NH03103
Zip Code**Desire that:**

- ☐ A sidewalk be constructed along said frontage
- ☐ A sidewalk be reconstructed along said frontage
- ☒ Curbing be installed along said frontage
- ☐ Curbing be reset along said frontage

I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed:
David A. Schulz
Owner**Mailing Address:**53 Pond Dr
Manchester NH 03103**Phone #:**603-315-9583**Email:**JCayton66@Comcast.net

Part I

TO THE HONORABLE BOARD OF MAYOR
AND ALDERMEN:

I/We Daniel + Patricia Bourque
Name(s)

Owner(s) of the real estate abutting upon

138 Fleming St
Street Address

Manchester, NH

03104
Zip Code

Desire that:

- ☐ A sidewalk be constructed along said frontage
- ☐ A sidewalk be reconstructed along said frontage
- ☒ Curbing be installed along said frontage
- ☐ Curbing be reset along said frontage

I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed:

 9-21-21
Owner Date

Mailing Address:

138 Fleming St
Manchester NH 03104

Phone #:

603 494 3998

Email:

danbour@gmail.com

Part I

TO THE HONORABLE BOARD OF MAYOR
AND ALDERMEN:

I/We HAZEN & LORRAINE LOFTUS
Name(s)

Owner(s) of the real estate abutting upon

41 SEWALL ST
Street Address

Manchester, NH 03103
Zip Code

Desire that:

- ☐ A sidewalk be constructed along said frontage
- ☐ A sidewalk be reconstructed along said frontage
- ☒ Curbing be installed along said frontage
- ☐ Curbing be reset along said frontage

I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed:

Hazen Loftus 9/22/2021
Owner Date

Mailing Address:

41 SEWALL ST.
MANCHESTER, NH 03103

Phone #:

603 540-7452

Email:

HAZOR@COMCAST.NET

Part I

TO THE HONORABLE BOARD OF MAYOR
AND ALDERMEN:

I/We Michael E. Dobrowolski
Name(s)

Owner(s) of the real estate abutting upon

395 South Main St.

Street Address

Manchester, NH

Zip Code

Desire that:

- ☐ A sidewalk be constructed along said frontage
- ☒ A sidewalk be reconstructed along said frontage
- ☒ Curbing be installed along said frontage
- ☐ Curbing be reset along said frontage

I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above

Signed:

Michael E. Dobrowolski 9.22.21
Owner Date

Owner

Date

Mailing Address:

395 South Main St.

Manchester, NH 03102

Phone #:

(603) 669-0447

Email:

Eyedoc395@aol.com

TO THE HONORABLE BOARD OF MAYOR
AND ALDERMEN:

I/we Nicholas Bonardi Tristate Enterprises
Name(s)

Owner(s) of the real estate abutting upon

80 So. Commercial St.
Street Address

Manchester, NH

03101
Zip Code

Desire that:

- ☐ A sidewalk be constructed along said frontage
- ☒ A sidewalk be reconstructed along said frontage
- ☐ Curbing be installed along said frontage
- ☐ Curbing be reset along said frontage

I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed:

Nicholas Bonardi 9-21-21
Owner Date

Owner

Date

Mailing Address:

80 So. Commercial St
Manchester NH 03101

Phone #:

603-668-4840

Email:

tristategames@gmail.com

THE HONORABLE BOARD OF MAYOR
AND ALDERMEN:

I Alan E. Pope
Name(s)

Owner(s) of the real estate abutting upon

85 Vauville St
Street Address

Manchester, NH 03102
Zip Code

Desire that:

- ☐ A sidewalk be constructed along said frontage
☒ A sidewalk be reconstructed along said frontage
☒ Curb be installed along said frontage
☐ Curb be reset along said frontage

I the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed:

Alan Pope Sept 23-0
Owner Date

Mailing Address:

54 Main St.
Kingston NH 03848

Phone #:

603-738-5667

Cell or Email:

Rocknroller nh.
@gmail.com

Emily Gray Rice
City Solicitor

Peter R. Chiesa
Deputy City Solicitor



Gregory T. Muller, Esq.
John G. Blanchard, Esq.
Jeremy A. Harmon, Esq.
Steven J. Ranfos, Esq.
Kathleen Broderick, Esq.
Jessica Cain, Esq.
Amy Manchester, Esq.

CITY OF MANCHESTER

September 13, 2021

Board of Mayor and Aldermen
One City Hall Plaza
Manchester, NH 03101

Re: **Lawsuits**

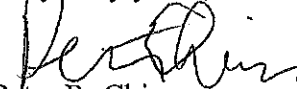
Dear Ladies and Gentlemen:

In furtherance of the Board's request for listings of lawsuits, the following cases were filed against the City since the last listing dated July 28, 2021.

<u>Plaintiff</u>	<u>Type of Case</u>	<u>Dept.</u>	<u>Handling</u>
John Powers, SR	Emotional Distress	Tax	Solicitor
Hooksett Rd. Acquisitions LLC	Zoning Appeal	Planning	Solicitor
Interinsurance Exchange of the Automobile Club	Damages	DPW	Outside
298 Queen City Hotel, LLC	Tax Abatement	Assessors	Solicitor
700 Elm, LLC	Tax Abatement	Assessors	Solicitor
Anshi Hospitality, LLC	Tax Abatement	Assessors	Solicitor
Naksh Hospitality, LLC	Tax Abatement	Assessors	Solicitor

If you have any questions, feel free to contact me.

Very truly yours,


Peter R. Chiesa
Deputy City Solicitor

cc: Matthew Normand, City Clerk

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6523 • Fax: (603) 624-6528

TTY: 1-800-735-2964

E-Mail: solicitor@manchesternh.gov • Website: www.manchesternh.gov

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 Hundred Thirty One Thousand Dollars (\$131,000) for the FY 2022 CIP 410722 MHRA Community Policing”

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 from the Manchester Housing and Redevelopment Authority for the implementation of MHRA Community Policing;

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

By adding:

FY 2022 CIP 410722 MHRA Community Policing - \$131,000 OTHER

Resolved, that this Resolution shall take effect upon its passage

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 Five Thousand Dollars (\$25,000) for the FY 2022 CIP 410822 2020 Homeland Security Grant Program Award-HazMat.”

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 State of New Hampshire Homeland Security to provide one-time funding to support the purchase of HazMat equipment;

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

By adding:

FY 2022 CIP 410822 2020 Homeland Security Grant Program Award-HazMat - \$25,000
STATE

Resolved, that this Resolution shall take effect upon its passage

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

Timothy J. Clougherty
Deputy Public Works Director

Mark Gomez
Chief of Parks, Recreation & Cemetery



CITY OF MANCHESTER
Department of Public Works
Parks, Recreation & Cemetery

Commission
Michael Dimos, Chair
Kenneth O'Shaughnessy
David Flurey
Erika Connors
Tammy Harrison

September 24, 2021

Esteemed Board of Mayor and Aldermen:

Please find attached a recommended change to City park curfew hours, as defined in Ordinance 96.04.

The primary purpose of this change is to dissuade illicit activity under the cover of darkness. The current ordinances allow for the use of parks until 11 pm. We are recommending that curfew begin at sunset and extend until sunrise.

Nothing in the proposed changes will prevent the City from authorizing or promoting legitimate recreational activities and events in parks during nighttime hours.

I will be available to answer any questions you may have.

Mark Gomez
Chief of Parks, Recreation & Cemetery



475 Valley Street • Manchester, New Hampshire 03103 • (603) 624-6444 • FAX: (603) 624-6487
Cemetery Division • 765 Brown Avenue • Manchester, New Hampshire 03103 • (603) 624-6514
E-mail: parks@manchesternh.gov • Website: www.manchesternh.gov

§ 96.04 PARK OPERATING POLICY.

(A) Parks shall be closed to the public every day of the year from 11:00 p.m. until ~~7:00 a.m.~~ **sunset to sunrise**, except for such functions as fireworks displays and such other community programs ~~as may be~~ authorized by the Public Works Director, or his or her designee.

(B) The Public Works Director or his or her designee may, after being advised by the Police Department of repeated disturbance to the public peace, in a specific park, immediately order a change in curfew hours for said park for such a period as deemed necessary, provided however that immediate public notice is given through the news media and that such change in curfew is conspicuously posted at the affected park.

(C) This section is not intended to discourage the legitimate use of parks and playgrounds which have been specifically designed for nighttime use and for which use, the proper permission has been granted to conduct legitimate sporting or recreational activities

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Accounts, Enrollment & Revenue Administration respectfully advises, after due and careful consideration, that the update on the Revolving Loan Fund has been accepted.

(Unanimous vote with the exception of Aldermen Hirschmann and Barry who were absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Gormand". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clerk of Committee



Sharon Y. Wickens
Finance Officer

Michele A. Bogardus
Deputy Finance Officer

CITY OF MANCHESTER
Finance Department

July 30, 2021

Committee on Accounts, Enrollment & Revenue Administration
C/o Matthew Normand, City Clerk
One City Hall Plaza
Manchester, NH 03101

Dear Honorable Committee Members,

Attached for your review is a summary of the City's revolving and recovery loan accounts.

Respectfully submitted,

Michele A. Bogardus
Deputy Finance Officer

Enc.

REVOLVING & RECOVERY LOANS
7/30/2021

Loan #	Revolving Loan - City	Original Loan Date	Original Loan Maturity Date	Original Loan Amount	Current Principal Balance	Current Interest Balance	Loan Activity
1	Maax Inc	5/29/2007	5/1/2019	\$210,000.00	\$88,704.61	\$0.00	
2	Lazy Nicks	10/30/2009	10/30/2030	\$40,000.00	\$20,450.47	\$0.00	
3	Cedar & Oak	9/25/2008	1/1/2018	\$41,000.00	\$25,797.39	\$0.00	
4	Delisle Market	1/28/2010	10/15/2020	\$43,500.00	\$23,706.42	\$0.00	
5	Delisle Market - Energy Loan	1/28/2010	8/15/2020	\$20,000.00	\$12,601.35	\$0.00	

\$354,500.00 \$171,260.24 \$0.00

SUMMARY NOTES: Loans 1 & 2 - Status current and in good standing.
 Loan 3 - 30 days past due.
 Loans 4 & 5 - 60 days past due, sent to Solicitor's Office.

Loan #	Revolving Loan - MDC	Original Loan Date	Loan Maturity Date	Original Loan Amount	Current Principal Balance	Current Interest Balance	Loan Activity
6	844 Elm St	12/12/2003	11/12/2018	\$250,000.00	\$68,232.09	\$260.84	
7	Ancient Fire Mead & Cider	12/7/2017	12/15/2022	\$50,000.00	\$17,928.29	\$74.70	
8	To Share Brewing Company	6/28/2018	7/15/2023	\$40,000.00	\$0.00	\$0.00	Paid in full 7/16/21
9	Palace Theatre Trust	1/24/2019	10/1/2029	\$1,686,622.04	\$1,686,622.04	\$0.00	Interest calculated quarterly on outstanding principal amount due
10	Germania Front	1/20/2012	12/20/2022	\$500,000.00	\$93,087.55	\$518.96	Payment expected 8/5/21
				\$2,526,622.04	\$1,865,869.97	\$854.50	

SUMMARY NOTES: Loans 6 thru 9 - Status current and in good standing.
 Loan 10 - 30 days past due.

Loan #	Recovery Loans - MDC	Original Loan Date	Loan Maturity Date	Original Loan Amount	Current Principal Balance	Current Interest Balance	Loan Activity
11	JJD Central, LLC	7/23/2020	10/1/2023	\$15,000.00	\$11,333.88	\$18.89	
12	Sawaya Enterprises, Inc	7/23/2020	10/1/2025	\$25,000.00	\$21,407.41	\$35.68	
13	HS 1, LLC	3/26/2021	3/1/2026	\$25,000.00	\$24,581.55	\$40.97	
14	3 Kitchen Bar & Grill LLC	5/17/2021	5/1/2026	\$15,000.00	\$15,000.00	\$25.00	Payments to begin in September 2021
				\$80,000.00	\$72,322.84	\$120.54	

SUMMARY NOTES: Loans 11 thru 14 - Status current and in good standing.

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Accounts, Enrollment & Revenue Administration respectfully advises, after due and careful consideration, that the Financial Report for the first month of fiscal year 2022 has been accepted.

(Unanimous vote with the exception of Aldermen Hirschmann and Barry who were absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

**CITY OF MANCHESTER
NEW HAMPSHIRE**



FINANCIAL REPORTS

**FOR THE ONE MONTH ENDED
JULY 31, 2021**

UNAUDITED

CITY OF MANCHESTER, NEW HAMPSHIRE
PRELIMINARY FINANCIAL STATEMENTS
TABLE OF CONTENTS
FOR THE ONE MONTH ENDED JULY 31, 2021
(UNAUDITED)

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2	Budget vs Actual Expenditures - General Fund Fiscal Year 2021
3	Non-Property Tax Revenues - General Fund Budget vs Actual by Department - Fiscal Year 2022
4	Non-Property Tax Revenues - General Fund Budget vs Actual by Type - Fiscal Year 2022
5	Non-Property Tax Revenues - General Fund Budget vs Actual by Type - Comparative Actual Fiscal Year 2021 vs Budget Fiscal Year 2022
6	Non-Property Tax Revenues - General Fund Budget vs Actual by Type - Fiscal Years 2021 vs 2022
7	Parking Division Account Balances Fiscal Year 2022



Sharon Y. Wickens
Finance Officer

CITY OF MANCHESTER
Finance Department

August 9, 2021

Committee on Accounts, Enrollment and Revenue Administration
C/o Matthew Normand, City Clerk
One City Hall Plaza
Manchester, NH 03101

Dear Honorable Committee Members,

Attached for your review is the City of Manchester's unaudited Monthly Financial Report for the first month of fiscal year 2022.

Expenditures:

The average unobligated balance percentage after one month should be 91.66% as a benchmark. All departments are within 10% of this benchmark with the exception of Information Systems and Department of Public Works. The overall unobligated percentage after one month is 88.70% for 2022 compared to 89.27% a year ago. Health insurance costs for 2022 are trending over budget by \$250 thousand through July. A comparison of retirement payouts through July for FY 2022 and 2021 is as follows:

	2022	2021
Payments	\$ 365,253	\$ 75,524
Retirements		
Police	-	1
Fire	3	-
DPW	1	-
All Other	2	2
Total	6	3

The following amounts have been transferred from the FY 2022 Contingency Account as of 7/31/2021:

Original Budget	7/1/2021	421,575.00
Revised Balance - posted		421,575.00

Revenues:

Revenues for the first month of fiscal year 2022 are \$658 thousand lower than a year ago. Permits are \$32 thousand higher than the same period a year ago. Auto registrations are \$324 thousand lower than a year ago. Reimbursements are lower by \$229 thousand, primarily due to the debt refunding from June of 2021.

Sincerely,

A handwritten signature in black ink, appearing to read "Sharon Y. Wickens".

Sharon Y. Wickens
Finance Officer

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6460 • FAX: (603) 624-6549
E-mail: Finance@ManchesterNH.gov • Website: www.manchesternh.gov

City of Manchester, New Hampshire
 Budget vs Actual Expenditures - General Fund
 By Department Without Restricted Items
 For The One Month Ended July 31, 2021
 (UNAUDITED)
 Budget Basis
 MNTBUDNBN1

8/06/2

2:04 P

1. 1

	FY 2022 MODIFIED BUDGET	FY 2022 OBLIGATIONS TO DATE	FY 2022 UNOBLIGATED BALANCE	FY 2022 PERCENT UNOBLIGATED
AGENCIES-				
ALDERMEN	\$ 70,000.00	-	\$ 70,000.00	100.00
ASSESSORS	658,719.00	61,663.84	597,055.16	90.64
CITY CLERK	1,031,152.00	70,381.60	960,770.40	93.17
CITY SOLICITOR	1,565,676.00	99,769.28	1,465,906.72	93.63
FINANCE	995,411.00	74,691.56	920,719.44	92.50
CENTRAL FLEET MANAGEMENT	3,416,256.00	305,240.71	3,111,015.29	91.07
INFORMATION SYSTEMS	1,888,071.00	632,789.85	1,255,281.15	66.48
MAYOR	238,342.00	22,453.84	215,888.16	90.58
OFFICE OF YOUTH SERVICES	590,969.00	50,620.73	540,348.27	91.43
HUMAN RESOURCES	734,037.00	49,675.41	684,361.59	93.23
PLANNING & COMMUNITY DEVELOPMENT	2,174,084.00	204,756.68	1,969,327.32	90.58
TAX COLLECTOR	665,599.00	58,317.65	607,281.35	91.24
FIRE	21,732,635.00	2,038,033.92	19,694,601.08	90.62
POLICE	28,739,541.00	2,375,043.46	26,364,497.54	91.74
HEALTH	3,086,303.00	148,000.38	2,938,302.62	95.20
DEPARTMENT OF PUBLIC WORKS	28,775,873.00	5,196,615.31	23,579,257.69	81.94
WELFARE	956,744.00	70,249.34	886,494.66	92.66
LIBRARY	2,026,156.00	253,046.56	1,773,109.44	87.51
SENIOR SERVICES	248,283.00	13,635.03	234,647.97	94.51
TOTAL AGENCIES	99,593,851.00	11,724,985.15	87,868,865.85	88.23
RESTRICTED ITEMS-				
WORKERS COMPENSATION - SALARY	684,000.00	269,502.86	414,497.14	60.60
WORKERS COMPENSATION - MEDICAL	1,683,654.00	280,718.03	1,402,935.97	83.33
HEALTH INSURANCE	11,813,720.00	1,234,732.83	10,578,987.17	89.55
DENTAL INSURANCE	712,791.00	42,094.94	670,696.06	94.09
DEATH BENEFIT	72,601.00	3,254.03	69,346.97	95.52
DISABILITY INSURANCE	61,821.00	2,920.77	58,900.23	95.28
CITY RETIREMENT	11,286,925.00	955,722.21	10,331,202.79	91.53
FIRE STATE PENSION	6,585,716.00	604,309.42	5,981,406.58	90.82
POLICE STATE PENSION	7,851,192.00	622,151.18	7,229,040.82	92.08
FICA	3,156,973.00	273,037.33	2,883,935.67	91.35
UNEMPLOYMENT	25,000.00	-	25,000.00	100.00
TUITION	50,000.00	2,534.70	47,465.30	94.93
CGL INSURANCE	1,000,000.00	430,463.56	569,536.44	56.95
TOTAL RESTRICTED ITEMS	44,984,393.00	4,721,441.86	40,262,951.14	89.50

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1 OF 2

City of Manchester, New Hampshire
 Budget vs Actual Expenditures - General Fund
 By Department Without Restricted Items
 For The One Month Ended July 31, 2021
 (UNAUDITED)
 Budget Basis
 MNTBUDNBN1

8/06/2
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	FY 2022 MODIFIED BUDGET	FY 2022 OBLIGATIONS TO DATE	FY 2022 UNOBLIGATED BALANCE	FY 2022 PERCENT UNOBLIGATED
NON-DEPARTMENTAL ITEMS-				
CONTINGENCY	421,575.00	-	421,575.00	100.00
MPTS	452,033.00	452,033.00	-	-
CIVIC CONTRIBUTIONS	114,751.00	115,449.00	(698.00)	(.61)
NON-CITY PROGRAMS	76,164.00	-	76,164.00	100.00
STREET LIGHTING	748,087.00	-	748,087.00	100.00
TRANSIT SUBSIDY	1,373,420.00	1,373,420.00	-	-
EMPLOYEE MEDICAL SERVICES	55,000.00	-	55,000.00	100.00
MATURING DEBT	11,300,000.00	-	11,300,000.00	100.00
INTEREST ON MATURING DEBT	4,800,000.00	128,031.24	4,671,968.76	97.33

TOTAL NON-DEPARTMENTAL ITEMS	19,341,030.00	2,068,933.24	17,272,096.76	89.30

TOTAL GENERAL FUND	\$ 163,919,274.00	\$ 18,515,360.25	\$ 145,403,913.75	88.70
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1
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City of Manchester, New Hampshire
 Budget vs Actual Expenditures - General Fund
 By Department Without Restricted Items
 For The One Month Ended July 30, 2020
 (UNAUDITED)
 Budget Basis
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	FY 2021 MODIFIED BUDGET	FY 2021 OBLIGATIONS TO DATE	FY 2021 UNOBLIGATED BALANCE	FY 2021 PERCENT UNOBLIGATED
AGENCIES-				
ALDERMEN	\$ 70,000.00	-	\$ 70,000.00	100.00
ASSESSORS	655,902.00	51,212.79	604,689.21	92.19
CITY CLERK	1,022,852.00	51,404.40	971,447.60	94.97
CITY SOLICITOR	1,567,314.00	89,517.42	1,477,796.58	94.29
FINANCE	996,435.00	52,917.68	943,517.32	94.69
CENTRAL FLEET MANAGEMENT	3,394,961.00	279,563.12	3,115,397.88	91.77
INFORMATION SYSTEMS	1,786,787.00	163,605.95	1,623,181.05	90.84
MAYOR	239,156.00	13,782.71	225,373.29	94.24
OFFICE OF YOUTH SERVICES	623,414.00	48,119.29	575,294.71	92.28
HUMAN RESOURCES	775,267.00	43,466.83	731,800.17	94.39
PLANNING & COMMUNITY DEVELOPMENT	2,140,437.00	132,543.55	2,007,893.45	93.81
TAX COLLECTOR	657,558.00	69,130.90	588,427.10	89.49
FIRE	21,577,551.00	1,559,878.06	20,017,672.94	92.77
POLICE	27,576,629.00	1,961,502.96	25,615,126.04	92.89
HEALTH	3,048,884.00	120,433.10	2,928,450.90	96.05
DEPARTMENT OF PUBLIC WORKS	27,997,788.00	3,259,320.59	24,738,467.41	88.36
WELFARE	1,072,699.00	55,533.81	1,017,165.19	94.82
LIBRARY	2,079,487.00	234,662.99	1,844,824.01	88.72
SENIOR SERVICES	256,008.00	17,948.63	238,059.37	92.99
TOTAL AGENCIES	97,539,129.00	8,204,544.78	89,334,584.22	91.59
RESTRICTED ITEMS-				
WORKERS COMPENSATION - SALARY	684,000.00	44,817.97	639,182.03	93.45
WORKERS COMPENSATION - MEDICAL	1,683,654.00	345,843.53	1,337,810.47	79.46
HEALTH INSURANCE	11,813,720.00	484,965.64	11,328,754.36	95.89
DENTAL INSURANCE	712,791.00	57,042.79	655,748.21	92.00
DEATH BENEFIT	72,601.00	2,456.81	70,144.19	96.62
DISABILITY INSURANCE	61,821.00	2,256.42	59,564.58	96.35
CITY RETIREMENT	9,421,925.00	624,546.66	8,797,378.34	93.37
FIRE STATE PENSION	5,835,716.00	398,657.15	5,437,058.85	93.17
POLICE STATE PENSION	6,451,192.00	463,506.83	5,987,685.17	92.82
FICA	3,156,973.00	223,369.70	2,933,603.30	92.92
UNEMPLOYMENT	25,000.00	-	25,000.00	100.00
TUITION	50,000.00	4,060.76	45,939.24	91.88
CGL INSURANCE	1,000,000.00	188,582.80	811,417.20	81.14
TOTAL RESTRICTED ITEMS	40,969,393.00	2,840,107.06	38,129,285.94	93.07

2
1 OF 2

City of Manchester, New Hampshire
 Budget vs Actual Expenditures - General Fund
 By Department Without Restricted Items
 For The One Month Ended July 30, 2020
 (UNAUDITED)
 Budget Basis
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	FY 2021 MODIFIED BUDGET	FY 2021 OBLIGATIONS TO DATE	FY 2021 UNOBLIGATED BALANCE	FY 2021 PERCENT UNOBLIGATED
NON-DEPARTMENTAL ITEMS-				
MPTS	452,033.00	452,033.00	-	-
CONTINGENCY	533,127.00	-	533,127.00	100.00
CIVIC CONTRIBUTIONS	144,389.00	131,476.00	12,913.00	8.94
NON-CITY PROGRAMS	74,563.00	74,563.48	(.48)	-
TRANSFER TO RESERVE ACCOUNTS	1,850,000.00	1,850,000.00	-	-
STREET LIGHTING	948,087.00	-	948,087.00	100.00
TRANSIT SUBSIDY	1,373,782.00	1,373,782.00	-	-
EMPLOYEE MEDICAL SERVICES	55,000.00	679.87	54,320.13	98.76
MATURING DEBT	11,863,203.00	1,204,442.60	10,658,760.40	89.85
INTEREST ON MATURING DEBT	5,349,442.00	1,152,515.39	4,196,926.61	78.46
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TOTAL NON-DEPARTMENTAL ITEMS	22,643,626.00	6,239,492.34	16,404,133.66	72.44
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TOTAL GENERAL FUND	\$ 161,152,148.00	\$ 17,284,144.18	\$ 143,868,003.82	89.27
	=====	=====	=====	=====

2
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City of Manchester, New Hampshire
 Budget vs Actual Revenue By Department - General Fund
 Non-Property Tax Revenues
 For The One Month Ended July 31, 2021
 (UNAUDITED)
 Budget Basis
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	FY 2022 MODIFIED BUDGET	FY 2022 REVENUE RECOGNIZED	FY 2022 UNRECOGNIZED BALANCE	FY 2022 PERCENTAGE UNRECOGNIZED
AGENCIES-				
ASSESSORS	975,000.00	370.00	974,630.00	99.96
CITY CLERK	2,655,055.00	35,980.95	2,619,074.05	98.64
CITY SOLICITOR	1,139,138.00	-	1,139,138.00	100.00
FINANCE	6,536,910.00	171,442.03	6,365,467.97	97.38
INFORMATION SYSTEMS	205,000.00	-	205,000.00	100.00
HUMAN RESOURCES	6,100.00	102.97	5,997.03	98.31
PLANNING & COMMUNITY DEVELOPMENT	3,286,000.00	350,413.07	2,935,586.93	89.34
TAX COLLECTOR	23,743,160.00	1,626,792.02	22,116,367.98	93.15
CENTRAL FLEET MANAGEMENT	45,000.00	7,697.25	37,302.75	82.90
FIRE	954,218.00	39,834.88	914,383.12	95.83
POLICE	1,047,772.00	25,905.85	1,021,866.15	97.53
HEALTH	2,693,262.00	9,381.00	2,683,881.00	99.65
DEPARTMENT OF PUBLIC WORKS	13,966,434.00	860,302.45	13,106,131.55	93.84
WELFARE	15,000.00	2,945.67	12,054.33	80.36
SENIOR SERVICES	2,250.00	-	2,250.00	100.00

TOTAL AGENCIES	\$ 57,270,299.00	\$ 3,131,168.14	\$ 54,139,130.86	94.53
	=====			

City of Manchester, New Hampshire
 Budget vs Actual Revenue By Type - General Fund
 Non-Property Tax Revenues
 For The One Month Ended July 31, 2021
 (UNAUDITED)
 Budget Basis
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	MODIFIED BUDGET	REVENUE RECOGNIZED	UNRECOGNIZED BALANCE	PERCENTAGE UNRECOGNIZED
TAXES, INTEREST AND PENALTIES				
MISCELLANEOUS TAXES	21,325.00	-	21,325.00	100.00
INTEREST AND PENALTIES	720,000.00	25,422.05	694,577.95	96.47
CABLE FRANCHISE FEES	1,931,550.00	-	1,931,550.00	100.00
TOTAL TAXES, INTEREST AND PENALTIES	2,672,875.00	25,422.05	2,647,452.95	99.05
LICENSES AND PERMITS				
AUTO REGISTRATIONS	22,712,388.00	1,584,748.01	21,127,639.99	93.02
LICENSES	545,640.00	19,385.36	526,254.64	96.45
PERMITS	3,089,935.00	344,604.47	2,745,330.53	88.85
TOTAL LICENSES AND PERMITS	26,347,963.00	1,948,737.84	24,399,225.16	92.60
INTERGOVERNMENTAL				
FEDERAL REVENUES	406,000.00	-	406,000.00	100.00
PAYMENTS IN LIEU OF TAXES	937,300.00	-	937,300.00	100.00
STATE REVENUES	2,583,108.00	591,112.88	1,991,995.12	77.12
TOTAL INTERGOVERNMENTAL	3,926,408.00	591,112.88	3,335,295.12	84.95
SALES AND SERVICES				
GENERAL REVENUES	207,824.00	17,370.15	190,453.85	91.64
PUBLIC SAFETY	266,150.00	17,133.21	249,016.79	93.56
HIGHWAY	1,120,574.00	83,492.32	1,037,081.68	92.55
HEALTH	13,500.00	360.00	13,140.00	97.33
CEMETERY, PARKS & RECREATION	1,771,734.00	107,173.50	1,664,560.50	93.95
ZONING BOARD	82,000.00	5,790.00	76,210.00	92.94
PARKING VIOLATIONS	7,500.00	-	7,500.00	100.00
COURT FINES	9,000.00	-	9,000.00	100.00
FEES	1,227,625.00	65,373.60	1,162,251.40	94.67
TOTAL SALES AND SERVICES	4,705,907.00	296,692.78	4,409,214.22	93.70
OTHER REVENUE SOURCES				
INTEREST INCOME	1,002,550.00	10,766.35	991,783.65	98.93
FUND TRANSFERS	4,066,202.00	-	4,066,202.00	100.00
REIMBURSEMENTS	3,427,197.00	211,871.66	3,215,325.34	93.82
RENTALS & LEASES	1,210,667.00	30,755.43	1,179,911.57	97.46
SCHOOL CHARGEBACKS	9,907,867.00	15,546.55	9,892,320.45	99.84
MISCELLANEOUS	2,663.00	262.60	2,400.40	90.14
TOTAL OTHER REVENUE SOURCES	19,617,146.00	269,202.59	19,347,943.41	98.63
TOTAL	\$ 57,270,299.00	\$ 3,131,168.14	\$ 54,139,130.86	94.53

City of Manchester, New Hampshire
Budget vs Actual Revenue By Type -
Non-Property Tax Revenues
For The One Month Ended July 31, 2021
Modified Budget FY 2021
(UNAUDITED)
Budget Basis
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	ACTUAL FY 2021	MODIFIED BUDGET FY 22	DIFFERENCE ACTUAL 21 VS BUDGET 22	PERCENTAGE DIFFERENCE OF FY21 VS FY22
TAXES, INTEREST AND PENALTIES				
MISCELLANEOUS TAXES	51,644	21,325	(30,319)	(58.71)
INTEREST AND PENALTIES	935,821	720,000	(215,821)	(23.06)
CABLE FRANCHISE FEES	1,759,720	1,931,550	171,830	9.76
TOTAL TAXES, INTEREST AND PENALTIES	2,747,185	2,672,875	(74,310)	(2.70)
LICENSES AND PERMITS				
AUTO REGISTRATIONS	21,266,597	22,712,388	1,445,791	6.80
LICENSES	526,703	545,640	18,937	3.60
PERMITS	2,953,188	3,089,935	136,747	4.63
TOTAL LICENSES AND PERMITS	24,746,488	26,347,963	1,601,475	6.47
INTERGOVERNMENTAL				
FEDERAL REVENUES	372,672	406,000	33,328	8.94
PAYMENTS IN LIEU OF TAXES	959,069	937,300	(21,769)	(2.27)
STATE REVENUES	5,561,409	2,583,108	(2,978,301)	(53.55)
TOTAL INTERGOVERNMENTAL	6,893,150	3,926,408	(2,966,742)	(43.04)
SALES AND SERVICES				
GENERAL REVENUES	232,335	207,824	(24,511)	(10.55)
PUBLIC SAFETY	214,891	266,150	51,259	23.85
HIGHWAY	1,124,134	1,120,574	(3,560)	(.32)
HEALTH	220	13,500	13,280	6,036.36
CEMETERY, PARKS & RECREATION	1,770,439	1,771,734	1,295	.07
ZONING BOARD	71,921	82,000	10,079	14.01
PARKING VIOLATIONS	850	7,500	6,650	782.35
COURT FINES	3,179	9,000	5,821	183.11
OTHER FINES	13,025	-	(13,025)	(100.00)
FEES	1,267,215	1,227,625	(39,590)	(3.12)
WITNESS FEES	315	-	(315)	(100.00)
TOTAL SALES AND SERVICES	4,698,524	4,705,907	7,383	.16
OTHER REVENUE SOURCES				
INTEREST INCOME	382,238	1,002,550	620,312	162.28
FUND TRANSFERS	550,100	4,066,202	3,516,102	639.18
REIMBURSEMENTS	3,315,956	3,427,197	111,241	3.35
RENTALS & LEASES	1,170,556	1,210,667	40,111	3.43
SCHOOL CHARGEBACKS	9,206,735	9,907,867	701,132	7.62
MISCELLANEOUS	18,916	2,663	(16,253)	(85.92)
TOTAL OTHER REVENUE SOURCES	14,644,501	19,617,146	4,972,645	33.96
TOTAL	\$ 53,729,848	\$ 57,270,299	\$ 3,540,451	6.59

City of Manchester, New Hampshire
 Budget vs Actual Revenue By Type -
 Non-Property Tax Revenues
 For The One Month Ended July 31, 2021 and 2020
 (UNAUDITED)
 Budget Basis
 MNTREVCOM2

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	1 MONTH ACTUAL FY 2021	1 MONTH ACTUAL FY 2022	DIFFERENCE ACTUAL 21 VS ACTUAL 22	PERCENTAGE DIFFERENCE OF FY21 VS FY22
TAXES, INTEREST AND PENALTIES				
MISCELLANEOUS TAXES	5,442	-	(5,442)	(100.00)
INTEREST AND PENALTIES	105,468	25,422	(80,045)	(75.90)
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TOTAL TAXES, INTEREST AND PENALTIES	110,910	25,422	(85,487)	(77.08)
LICENSES AND PERMITS				
AUTO REGISTRATIONS	1,909,048	1,584,748	(324,299)	(16.99)
LICENSES	30,398	19,385	(11,012)	(36.23)
PERMITS	312,971	344,604	31,633	10.11
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TOTAL LICENSES AND PERMITS	2,252,417	1,948,737	(303,679)	(13.48)
INTERGOVERNMENTAL				
STATE REVENUES	595,784	591,112	(4,671)	(.78)
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TOTAL INTERGOVERNMENTAL	595,784	591,112	(4,671)	(.78)
SALES AND SERVICES				
GENERAL REVENUES	16,666	17,370	704	4.23
PUBLIC SAFETY	17,451	17,133	(317)	(1.82)
HIGHWAY	112,319	83,492	(28,826)	(25.67)
HEALTH	-	360	360	-
CEMETERY, PARKS & RECREATION	87,158	107,173	20,015	22.96
ZONING BOARD	9,666	5,790	(3,876)	(40.10)
COURT FINES	125	-	(125)	(100.00)
FEES	75,061	65,373	(9,687)	(12.91)
	-----	-----	-----	-----
TOTAL SALES AND SERVICES	318,446	296,692	(21,753)	(6.83)
OTHER REVENUE SOURCES				
INTEREST INCOME	8,912	10,766	1,854	20.81
REIMBURSEMENTS	441,320	211,871	(229,448)	(51.99)
RENTALS & LEASES	25,182	30,755	5,573	22.13
SCHOOL CHARGEBACKS	35,923	15,546	(20,376)	(56.72)
MISCELLANEOUS	80	262	182	228.25
	-----	-----	-----	-----
TOTAL OTHER REVENUE SOURCES	511,417	269,202	(242,214)	(47.36)
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TOTAL	\$ 3,788,974	\$ 3,131,168	\$ (657,805)	(17.36)
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6

City of Manchester, New Hampshire
Parking Division
Budgetary basis
For the one month ended July 31, 2021

(unaudited)

Object Code Description	2022 Revised Budget	July 2021 Activity	2022 Balance
Intergovernmental Total	-	-	-
Charges for Services Total	1,867,041	84,137	1,502,900
Licenses & Permits Total	3,140,500	189,555	2,950,945
Interest Total	1,170	(1)	1,171
Other Revenue Total	830,000	41,909	788,091
Grand Total	5,838,711	315,600	5,523,111
Salaries & Wages Total	651,354	44,848	606,506
Employee Benefits Total	379,225	30,247	348,978
Purchased Professional Services Total	14,500	1,338	13,162
Purchased Property Services Total	639,640	20,087	619,553
Other Purchased Services Total	67,450	9,721	57,729
Supplies & Materials Total	88,000	2,680	85,320
Capital Outlay Total	-	-	-
Miscellaneous Total	180,000	-	180,000
Non-Departmental Total	302,440	-	302,440
Miscellaneous-Reimburse City Total	3,516,102	-	3,516,102
Grand Total	5,838,711	108,921	5,729,790
Excess (deficit) of revenues over expenditures	-	206,679	(206,679)

7

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Accounts, Enrollment & Revenue Administration respectfully advises, after due and careful consideration, that the Finance Department reports:

- Accounts receivable over 90 days
- Aging report
- Outstanding receivables

have been accepted.

(Unanimous vote with the exception of Aldermen Hirschmann and Barry who were absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand", with a stylized flourish at the end.

Clerk of Committee



Sharon Y. Wickens
Finance Officer

Michele A. Bogardus
Deputy Finance Officer

CITY OF MANCHESTER
Finance Department

August 6, 2021

Committee on Accounts, Enrollment & Revenue Administration
c/o Matthew Normand, City Clerk
One City Hall Plaza
Manchester, NH 03101

Dear Honorable Committee Members,

Attached is a summary of the City's accounts receivable over 90 days as well as an aging report. Also included is a list of outstanding receivables that have been submitted to the City Solicitor for review and determination of collectability.

In summary outstanding receivables over 90 days totals \$680,331 out of \$1,746,322 billed. July's outstanding receivables totaled \$765,144 out of \$3,316,789 billed.

Please let me know if you have any questions or require further information.

Respectfully submitted,

Michele Bogardus
Deputy Finance Officer

Enc.

**Summary of Accounts Receivable Over 90 Days
by Department - with Previous Month's Comparative**

Total Receivables Over 90 Days		8/6/2021	7/2/2021
	<u>Dept Code</u>	<u>Over 90 Days</u>	<u>Over 90 Days</u>
Airport	25	\$ 43,486.15	\$ 68,950.57
EPD	27	\$ 3,958.05	\$ 3,958.05
Parking Department	52	\$ 22,108.36	\$ 22,223.36
Total Enterprise Funds		\$ 69,552.56	\$ 95,131.98
Central Fleet Management	23	\$ 2,182.15	\$ 2,182.15
Fire Department	30	\$ 441,594.45	\$ 451,654.45
Health Department	41	\$ 29,961.64	\$ 71,232.87
Highway	50, 51	\$ 46,853.44	\$ 46,871.76
Information Systems	13	\$ 1,000.00	\$ 1,000.00
Parks & Recreation	65	\$ 8.00	\$ 8.00
Police Department	33,34,35,36	\$ 80,495.67	\$ 88,380.49
Welfare Department	60	\$ 8,682.60	\$ 8,682.60
Total General Fund		\$ 610,777.95	\$ 670,012.32
Grand Totals		<u>\$ 680,330.51</u>	<u>\$ 765,144.30</u>

General Fund receivables over \$10,000 by customer

Ernies's Excavation	34	\$ -	\$ 10,314.07
FEMA	30	\$ 419,452.63	\$ 419,452.63
FEMA	33	\$ 38,822.62	\$ 38,822.62
FEMA	41	\$ 28,999.27	\$ 70,270.50
State of NH	50	\$ 32,208.96	\$ 32,208.96
Salter School of Nursing	52	\$ 13,467.36	\$ 13,467.36
Totals		\$ 532,950.84	\$ 584,536.14

Explanation of Charges

MPD - Extra Details
FEMA Reimbursement - In-process
FEMA Reimbursement - In-process
FEMA Reimbursement - In-process
State of NH Grants - In-process
Parking - Referred to Solicitor

Total General Fund receivables over 90 days less over \$10,000 \$ 77,827.11 \$ 85,476.18

City of Manchester NH - Receivables
Over 90 Days as of 8/6/2021

TYPE	CUST ID	NAME	TOTAL	CURRENT - 90 DAYS DUE	OVER 90 DAYS DUE
13	2572-13	MANCHESTER TRANSIT AUTH	\$ 1,000.00	\$ -	1,000.00
13 - INFORMATION SYSTEMS TOTALS			\$ 1,000.00	\$ -	\$ 1,000.00
23	2507-23	MANCHESTER HOUSING AUTH	\$ 4,134.24	\$ 3,696.66	\$ 437.58
23	3124	PINARD WASTE SYSTEM INC	\$ 4,809.05	\$ 3,898.95	\$ 910.10
23	17451	RYAN, MICHAEL	\$ 834.47	\$ -	\$ 834.47
23 - CENTRAL FLEET TOTALS			\$ 9,777.76	\$ 7,595.61	\$ 2,182.15
25	30833	COMCAST BUSINESS	\$ 3,909.15	\$ -	\$ 3,909.15
25	7519	DOT-FAA/TSA-AMZ-110	\$ 91,410.14	\$ 77,964.24	\$ 13,445.90
25	22188	DTG OPERATIONS, INC (TH	\$ 0.01	\$ -	\$ 0.01
25	33266	LEGACY AIRWAYS, LLC	\$ 25,643.27	\$ 15,037.21	\$ 10,606.06
25	16963	NH LIQUOR COMMISSION	\$ 464.42	\$ -	\$ 464.42
25	17931	SECURITYPOINT MEDIA, LL	\$ 756.80	\$ 378.40	\$ 378.40
25	24054	TSA/HSTS01-15-H-CKP049	\$ 34,258.49	\$ 19,576.28	\$ 14,682.21
25 - AIRPORT TOTALS			\$ 156,442.28	\$ 112,956.13	\$ 43,486.15
27	3072	A-BEE SEPTIC	\$ 1,048.08	\$ 1,038.08	\$ 10.00
27	3117	WIND RIVER ENVIROMENTAL	\$ 6,735.86	\$ 2,787.81	\$ 3,948.05
27 - EPD TOTALS			\$ 7,783.94	\$ 3,825.89	\$ 3,958.05
30	32476	1037-1045 ELM ST LLC	\$ 1,080.00	\$ -	\$ 1,080.00
30	30148	1200 ELM STREET LLC.	\$ 1,080.00	\$ -	\$ 1,080.00
30	20018	168 MMK ST. LLC	\$ 1,080.00	\$ -	\$ 1,080.00
30	28454	300 GAY ST ACQUISITION	\$ 1,716.75	\$ -	\$ 1,716.75
30	16889	323 CONCORD STREET, LLC	\$ 679.06	\$ -	\$ 679.06
30	30122	79 CARL DR. REALTY, LLC	\$ 2,724.30	\$ -	\$ 2,724.30
30	3022	95 MARKET STREET ASSOCI	\$ 540.00	\$ -	\$ 540.00
30	32271	99 MANCHESTER ST LLC.	\$ 540.00	\$ -	\$ 540.00
30	32887	ADT COMMERCIAL	\$ 125.41	\$ 7.00	\$ 118.41
30	26388	AIGEAN ALES	\$ 106.00	\$ 6.00	\$ 100.00
30	30102	BT PROPERTY LLC	\$ 1,620.00	\$ -	\$ 1,620.00
30	32930	CENTURY LINK	\$ 104.50	\$ -	\$ 104.50
30	32314	COMMONWEALTH COLLECTIVE	\$ 1,080.00	\$ -	\$ 1,080.00
30	2748	CVS ASSET PROTECTION SV	\$ 1,620.00	\$ -	\$ 1,620.00
30	8132-30	FEMA	\$ 734,690.72	\$ 315,238.09	\$ 419,452.63
30	7901	FERNANDO HILARION	\$ 540.00	\$ -	\$ 540.00
30	33289	FOUR ON ELM LLC	\$ 1,080.00	\$ -	\$ 1,080.00
30	174	GENERAL SERVICES ADM U	\$ 540.00	\$ -	\$ 540.00
30	7966	HARVEY INDUSTRIES	\$ 564.30	\$ -	\$ 564.30
30	12818	JUNE SEVENTH LLC	\$ 1,080.00	\$ -	\$ 1,080.00
30	30113	LEROCQUE, KRISTINE	\$ 1,350.00	\$ -	\$ 1,350.00
30	17580	MAHMOTORIC, MUHAREM	\$ 1,620.00	\$ -	\$ 1,620.00
30	32268	NOODZ	\$ 106.00	\$ 6.00	\$ 100.00
30	668	ODD FELLOWS BUILDING	\$ 540.00	\$ -	\$ 540.00
30	33288	REALTY INCOME CORPORATI	\$ 540.00	\$ -	\$ 540.00
30	16677	SUNBELT RENTALS	\$ 104.50	\$ -	\$ 104.50
30 - FIRE TOTALS			\$ 756,851.54	\$ 315,257.09	\$ 441,594.45
33	21994	CELLULAR FREEDOM, INC	\$ 26.62	\$ 2.36	\$ 24.26
33	8132-33	FEMA	\$ 38,822.62	\$ -	\$ 38,822.62

City of Manchester NH - Receivables
Over 90 Days as of 8/6/2021

TYPE	CUST ID	NAME	TOTAL	CURRENT - 90 DAYS DUE	OVER 90 DAYS DUE
33	19086	GOOD STILL	\$ 736.86	\$ -	\$ 736.86
33	2521-33	MANCHESTER POLICE DEPT	\$ 25,783.43	\$ 24,654.83	\$ 1,128.60
33	4301	US DEPARTMENT OF JUSTIC	\$ 15,827.50	\$ 15,501.75	\$ 325.75
34	32754	ATLANTIC PAVING	\$ 4,075.75	\$ -	\$ 4,075.75
34	30650	CONSOLIDATED COMMUNICAT	\$ 13,677.65	\$ 11,840.95	\$ 1,836.70
34	4313	EVERSOURCE ENERGY (BEDF	\$ 399.75	\$ -	\$ 399.75
34	32878	FRIENDS OF ANDREW YANG	\$ 476.00	\$ -	\$ 476.00
34	32541	KNIGHTS EXCAVATION	\$ 855.50	\$ -	\$ 855.50
34	18609-34	LIBERTY UTILITIES, INC	\$ 74,702.76	\$ 65,217.88	\$ 9,484.88
34	5647	MCGARVEYS SALOON	\$ 258.00	\$ -	\$ 258.00
34	17616	NBC NEWS	\$ 7,140.00	\$ -	\$ 7,140.00
34	33062	NEWMANS EXCAVATION	\$ 246.00	\$ -	\$ 246.00
34	64	SCHOOL ADMINISTRATIVE U	\$ 3,013.50	\$ 2,214.00	\$ 799.50
34	9601	SIGN GALLERY	\$ 327.25	\$ -	\$ 327.25
34	33316	ST MORITZ SECURITY SERV	\$ 492.00	\$ 246.00	\$ 246.00
34	15338	TD BANK	\$ 3,536.25	\$ -	\$ 3,536.25
34	33326	TOTAL HIGHWAY	\$ 984.00	\$ -	\$ 984.00
34	26740	TWIN STATE UTILITIES	\$ 638.00	\$ -	\$ 638.00
34	10381	WALMART	\$ 1,722.00	\$ -	\$ 1,722.00
34	24304	WHISKEY'S 20	\$ 1,290.00	\$ -	\$ 1,290.00
34	3165	WMUR	\$ 5,104.50	\$ -	\$ 5,104.50
35	32548	AAA	\$ 12.10	\$ 0.60	\$ 11.50
35	30778	BELLANTI, MICHAEL	\$ 14.65	\$ 0.60	\$ 14.05
35	16984	GEICO BF/NJ CLAIMS	\$ 12.55	\$ 0.60	\$ 11.95
33, 34, 35, & 36 - POLICE TOTALS			\$ 200,175.24	\$ 119,679.57	\$ 80,495.67
41	28345	COMMUNITY HEALTH ACCESS	\$ 5,364.33	\$ 4,401.96	\$ 962.37
41	8132-41	FEMA	\$ 53,168.92	\$ 24,169.65	\$ 28,999.27
41 - HEALTH TOTALS			\$ 58,533.25	\$ 28,571.61	\$ 29,961.64
50	8018	AHRENT, JEFFREY	\$ 269.38	\$ -	\$ 269.38
50	32661	ANNIELYS, SEDA	\$ 1.00	\$ -	\$ 1.00
50	32051	ASPROGIANNIS, STYLIANOS	\$ 82.04	\$ -	\$ 82.04
50	32987	AVELLA, MICHAEL	\$ 0.26	\$ -	\$ 0.26
50	32975	BAH, ABU	\$ 0.97	\$ -	\$ 0.97
50	32988	BALDIZAN, FRANK	\$ 337.50	\$ -	\$ 337.50
50	32206	BASSETT, SHANNA	\$ 277.97	\$ -	\$ 277.97
50	3321	BEAULIEU LINDQUIST REAL	\$ 1.57	\$ -	\$ 1.57
50	32489	BEDDINGTON, LINDA	\$ 29.26	\$ -	\$ 29.26
50	32376	BELMAIN, AMBER	\$ 8.74	\$ -	\$ 8.74
50	18675	BIRCH HILL TERRACE	\$ 8.54	\$ -	\$ 8.54
50	32530	BLACK WATER FIRE PROTEC	\$ 126.25	\$ -	\$ 126.25
50	32123	BRACCIO, ZENANDRE S.	\$ 193.84	\$ -	\$ 193.84
50	32585	BROWN, JEREMY	\$ 12.54	\$ -	\$ 12.54
50	31636	BUZZELL, JAMES	\$ 86.14	\$ -	\$ 86.14
50	32642	CABALLERY CONSTRUCTION	\$ 53.81	\$ -	\$ 53.81
50	33278	CERATO, JOSEPH	\$ 81.96	\$ 2.96	\$ 79.00
50	33140	CHANG, HSIU	\$ 1.84	\$ -	\$ 1.84

City of Manchester NH - Receivables
Over 90 Days as of 8/6/2021

TYPE	CUST ID	NAME	TOTAL	CURRENT - 90 DAYS DUE	OVER 90 DAYS DUE
50	32868	CHENEVERT, PATTI	\$ 80.00	\$ -	\$ 80.00
50	32979	CHRISTENSEN, CARL	\$ 0.42	\$ -	\$ 0.42
50	32286	COLON, JOSE	\$ 69.27	\$ -	\$ 69.27
50	33005	COOPER, ERIC	\$ 0.20	\$ -	\$ 0.20
50	32757	CORCORAN, JEFFREY	\$ 27.75	\$ -	\$ 27.75
50	31952	CUMMINGS, STEPHEN	\$ 73.16	\$ -	\$ 73.16
50	32758	CYR, SYNDEE	\$ 55.00	\$ -	\$ 55.00
50	11068	DEBRIS DOCTORS, LLC	\$ 3.29	\$ -	\$ 3.29
50	33023	DELISLE, VIVIAN	\$ 55.00	\$ -	\$ 55.00
50	31953	DESJARLAIS, STEPHEN	\$ 51.22	\$ -	\$ 51.22
50	32669	DONOVAN, ADAM	\$ 0.15	\$ -	\$ 0.15
50	28287	DOUGLAS, THOMAS	\$ 18.60	\$ -	\$ 18.60
50	32536	DROUIN, JOHN	\$ 141.10	\$ -	\$ 141.10
50	10353	DUBE, MARK	\$ 0.39	\$ -	\$ 0.39
50	7031	DUPONT, PIERRE	\$ 0.34	\$ -	\$ 0.34
50	217	EASTER SEALS NH INC	\$ 233.64	\$ 232.00	\$ 1.64
50	31144	EAVES, JOSHUA	\$ 44.20	\$ -	\$ 44.20
50	32524	EVERGREEN MANAGEMENT GR	\$ 1,414.86	\$ 872.81	\$ 542.05
50	3127	EVERSOURCE	\$ 5,482.22	\$ 5,460.50	\$ 21.72
50	33348	FABRIZIO, ANTHONY	\$ 67.85	\$ 1.10	\$ 66.75
50	33216	FELT, WILLIAM	\$ 67.45	\$ 3.76	\$ 63.69
50	33021	FOURNIER, NOAH	\$ 136.78	\$ 1.88	\$ 134.90
50	32675	FREEMAN, JOE	\$ 109.95	\$ -	\$ 109.95
50	32192	FURMAN, DAVID	\$ 82.29	\$ -	\$ 82.29
50	32348	GADSBY, DAVID	\$ 64.90	\$ -	\$ 64.90
50	33201	GARCIA, SERGIO	\$ 25.61	\$ 0.37	\$ 25.24
50	31599	GAUDET, SCOTT J.	\$ 66.65	\$ -	\$ 66.65
50	31031	GAW, ADAM K.	\$ 192.74	\$ -	\$ 192.74
50	31954	GINGRAS, ROBERTA	\$ 194.50	\$ -	\$ 194.50
50	33283	GRAMOLINI, JEANELLE	\$ 42.05	\$ 1.80	\$ 40.25
50	32982	HALL, DEREK	\$ 0.08	\$ -	\$ 0.08
50	3148	HANOVER HILL SIDING	\$ 443.14	\$ 442.75	\$ 0.39
50	31053	HENDRICKS, JAMES	\$ 16.84	\$ -	\$ 16.84
50	31533	HILARY, HENRY	\$ 23.42	\$ -	\$ 23.42
50	32370	HINSE, BRYAN	\$ 219.90	\$ -	\$ 219.90
50	33145	HOOKE, KEN	\$ 113.15	\$ 1.60	\$ 111.55
50	11438	HOOKESETT PAVING CO	\$ 275.34	\$ 263.09	\$ 12.25
50	33110	INO, ALEX	\$ 5.32	\$ 0.08	\$ 5.24
50	32936	IRWIN, MICHAEL	\$ 1.26	\$ -	\$ 1.26
50	33332	JACOB, TRACY	\$ 5.49	\$ 0.24	\$ 5.25
50	32516	JACOME, AUGUSTUS	\$ 75.15	\$ -	\$ 75.15
50	32983	JENSEN, AMY	\$ 42.24	\$ 0.57	\$ 41.67
50	33200	JOHNSON, CORDERO	\$ 70.81	\$ 1.02	\$ 69.79
50	9473	JONES, JOHN PAUL	\$ 20.01	\$ 19.25	\$ 0.76
50	32676	KARGBO, ALHAJI	\$ 64.90	\$ -	\$ 64.90
50	32255	KHAN, CHOUDHARY	\$ 1.58	\$ -	\$ 1.58

City of Manchester NH - Receivables
Over 90 Days as of 8/6/2021

TYPE	CUST ID	NAME	TOTAL	CURRENT - 90 DAYS DUE	OVER 90 DAYS DUE
50	32666	LABRECQUE, PAUL	\$ 43.26	\$ -	\$ 43.26
50	33131	LAINCY, JEAN	\$ 18.29	\$ 0.26	\$ 18.03
50	32505	LANDRY, BRANDON	\$ 26.72	\$ -	\$ 26.72
50	32482	LECLERC, LELAND	\$ 1.65	\$ -	\$ 1.65
50	32724	LEDGEVIEW COMMERCIAL PA	\$ 835.52	\$ 829.24	\$ 6.28
50	31052	LEMONS, KEVIN	\$ 71.10	\$ -	\$ 71.10
50	18609-50	LIBERTY UTILITIES, INC	\$ 198,987.03	\$ 196,975.62	\$ 2,011.41
50	17579	LODI TRUST	\$ 56.83	\$ -	\$ 56.83
50	32483	LOGIACCCO, FRANCESCO	\$ 13.33	\$ -	\$ 13.33
50	24278	LOGICO PROPERTIES, LLC	\$ 85.18	\$ 84.00	\$ 1.18
50	33327	LUCE, VICTOR	\$ 170.60	\$ 4.10	\$ 166.50
50	32283	MACDONALD, STANLEY	\$ 330.56	\$ 14.92	\$ 315.64
50	2545-50	MANCHESTER FACILITIES D	\$ 254.00	\$ -	\$ 254.00
50	11485-50	MANCHESTER PARKING DIVI	\$ 664.67	\$ -	\$ 664.67
50	2572-50	MANCHESTER TRANSIT AUTH	\$ 425.12	\$ -	\$ 425.12
50	2557-50	MANCHESTER WATER WORKS	\$ 187,678.87	\$ 184,014.47	\$ 3,664.40
50	32522	MAROTTO, DAVID	\$ 124.35	\$ 21.00	\$ 103.35
50	32778	MARSH, KELLY	\$ 30.00	\$ -	\$ 30.00
50	32385	MARTINEZ, CHRISTINE	\$ 85.01	\$ -	\$ 85.01
50	8659	MCLAURIN ENTERPRISE	\$ 48.98	\$ -	\$ 48.98
50	32977	MEDIC, MELIHA	\$ 1.47	\$ -	\$ 1.47
50	16490	METROPOLIS PROPERTY MAN	\$ 1.02	\$ -	\$ 1.02
50	21692	MILL CITY ENERGY MICHAEL	\$ 3.13	\$ -	\$ 3.13
50	33308	MILLSPAUGH, TAYLOR	\$ 5.24	\$ 0.24	\$ 5.00
50	31641	MILTNER, ERIC	\$ 27.40	\$ -	\$ 27.40
50	32960	MOORE, BRUCE	\$ 4.76	\$ -	\$ 4.76
50	32942	PERKINS, JOHN	\$ 0.18	\$ -	\$ 0.18
50	8825	PROVENCHER, PAUL R JR	\$ 0.50	\$ -	\$ 0.50
50	31767	PRUSUTAM, NEPAL	\$ 119.26	\$ -	\$ 119.26
50	33339	QUINN, RYAN	\$ 69.79	\$ 2.04	\$ 67.75
50	33022	RAFAT, KAREEM	\$ 0.10	\$ -	\$ 0.10
50	30809	RAYMOND, JAMES	\$ 61.88	\$ -	\$ 61.88
50	33143	REAGAN, RYAN	\$ 42.65	\$ 0.60	\$ 42.05
50	33125	RIVERA, JOSHUA	\$ 48.54	\$ 0.26	\$ 48.28
50	32269	ROBICHAUD, DENNIS	\$ 115.46	\$ -	\$ 115.46
50	31187	ROBINSON, JOSHUA	\$ 151.79	\$ -	\$ 151.79
50	32411	ROCKWELL, DANA	\$ 0.36	\$ -	\$ 0.36
50	33146	ROSSMAN, ALEXEXIS	\$ 5.32	\$ 0.08	\$ 5.24
50	32908	RUIZ, JORGE	\$ 180.00	\$ -	\$ 180.00
50	31009	SAFARI CONSTRUCTION MGM	\$ 5.25	\$ -	\$ 5.25
50	32911	SALAMANCA, JESUS	\$ 166.25	\$ -	\$ 166.25
50	32997	SAMPLE, JOSEPH R.	\$ 146.70	\$ 6.08	\$ 140.62
50	32478	SCI EXCAVATING LLC.	\$ 163.35	\$ 50.13	\$ 113.22
50	32401	SEGLAH, CLEMENCE	\$ 1.16	\$ -	\$ 1.16
50	32909	SHABAKA, SHERIF	\$ 77.00	\$ -	\$ 77.00
50	32741	SILVENT, JOHN	\$ 70.85	\$ -	\$ 70.85

City of Manchester NH - Receivables
Over 90 Days as of 8/6/2021

TYPE	CUST ID	NAME	TOTAL	CURRENT - 90 DAYS DUE	OVER 90 DAYS DUE
50	33331	SOLER, LUIS	\$ 5.24	\$ 0.24	\$ 5.00
50	8277	ST CYR, JOSEPH	\$ 5.00	\$ 0.42	\$ 4.58
50	33217	STANELY, SEAN	\$ 43.78	\$ 0.64	\$ 43.14
50	4091	STATE OF NEW HAMPSHIRE	\$ 120,177.23	\$ 87,968.27	\$ 32,208.96
50	33137	STERN, MICHAEL	\$ 0.26	\$ -	\$ 0.26
50	8041	SYKES, WILLIAM	\$ 0.25	\$ -	\$ 0.25
50	32746	TIERNEY, DOUGLAS	\$ 35.27	\$ -	\$ 35.27
50	31855	TOSADO-NIEVES, PABLO	\$ 107.25	\$ -	\$ 107.25
50	32992	TRIPP, STEVEN DALLAS JR	\$ 0.18	\$ -	\$ 0.18
50	33275	TRUDEL, SCOTT	\$ 33.13	\$ 1.88	\$ 31.25
50	32480	TURSKI, TODD	\$ 106.87	\$ 5.12	\$ 101.75
50	19620	VEILLEUX, DAVID	\$ 43.06	\$ 42.00	\$ 1.06
50	32570	WEARE, DAVID	\$ 0.26	\$ -	\$ 0.26
50	33073	YADANI	\$ 0.08	\$ -	\$ 0.08
50	31030	YOUNG, DAVID	\$ 34.18	\$ -	\$ 34.18
50	32947	ZENANDRE, BRACCIO	\$ 180.36	\$ 2.42	\$ 177.94
50	32407	ZLOTRG, ALDIN	\$ 197.75	\$ -	\$ 197.75
51	32509	CCMSI	\$ 3.35	\$ -	\$ 3.35
51	11485-51	MANCHESTER PARKING DIVI	\$ 35.45	\$ -	\$ 35.45
50 & 51 - HIGHWAY TOTALS			\$ 524,183.25	\$ 477,329.81	\$ 46,853.44
52	33277	AGUIAR, WELLINGTON	\$ 120.00	\$ -	\$ 120.00
52	26464	ANDERSON, MELISSA	\$ 120.90	\$ -	\$ 120.90
52	31834	ANDREW, CLAUS J.	\$ 255.00	\$ -	\$ 255.00
52	33264	BANFIELD, SAMANTAH	\$ 120.00	\$ -	\$ 120.00
52	29008	BLUER, JOSHUA	\$ 111.66	\$ -	\$ 111.66
52	33151	BROWN, ERIC	\$ 165.00	\$ -	\$ 165.00
52	31542	BYRNE, KAREN	\$ 113.32	\$ -	\$ 113.32
52	25382	CALIFARNO, SHARON	\$ 110.00	\$ -	\$ 110.00
52	16680	CAVANAUGH, TIFFANY	\$ 55.00	\$ -	\$ 55.00
52	12388	COZZENS, MARY	\$ 120.00	\$ -	\$ 120.00
52	29721	CRUZ, ZAMAIRA	\$ 55.00	\$ -	\$ 55.00
52	31157	DEKORNE, CATHERINE	\$ 120.00	\$ -	\$ 120.00
52	30960	DIETER, DAVID	\$ 121.80	\$ -	\$ 121.80
52	32969	FARGO, MICHAEL	\$ 225.81	\$ -	\$ 225.81
52	32913	FOWLER, JESSIE	\$ 236.60	\$ 13.28	\$ 223.32
52	32561	GAINOR, EDWARD	\$ 150.00	\$ -	\$ 150.00
52	32248	GALGANO, MICHAEL	\$ 165.00	\$ -	\$ 165.00
52	25506	GARNEAU, MARK	\$ 170.00	\$ -	\$ 170.00
52	20842	GRICE, THOMAS	\$ 113.32	\$ -	\$ 113.32
52	33234	HARRINGTON, IRENE	\$ 85.00	\$ -	\$ 85.00
52	13921	JANELLE, PETER	\$ 170.00	\$ -	\$ 170.00
52	31900	JOHNSON, ERIN N.	\$ 255.00	\$ -	\$ 255.00
52	31169	JOHNSON, JASON	\$ 170.00	\$ -	\$ 170.00
52	6384	JOHNSON, KAREN	\$ 85.00	\$ -	\$ 85.00
52	32651	JUST, ASHLEY	\$ 85.00	\$ -	\$ 85.00
52	30187	KEANE, EMILY	\$ 114.15	\$ -	\$ 114.15

City of Manchester NH - Receivables
Over 90 Days as of 8/6/2021

TYPE	CUST ID	NAME	TOTAL	CURRENT - 90 DAYS DUE	OVER 90 DAYS DUE
52	32249	LLAMA, FRANK III	\$ 111.66	\$ -	\$ 111.66
52	29557	LORENA'S CANTINA	\$ 113.30	\$ -	\$ 113.30
52	32787	MACLAUGHLIN, VICTORIA	\$ 60.00	\$ -	\$ 60.00
52	32761	MADHUMITHA, GOKA	\$ 85.00	\$ -	\$ 85.00
52	31989	MARTIN, MIRANDA	\$ 255.00	\$ -	\$ 255.00
52	32287	MCCARTHY, JAMES	\$ 85.00	\$ -	\$ 85.00
52	28527	MCKENZIE, BRANDON	\$ 120.00	\$ -	\$ 120.00
52	30420	MCKINNEY, MONICA	\$ 60.00	\$ -	\$ 60.00
52	32764	MILLER, LEE	\$ 60.00	\$ -	\$ 60.00
52	28520	MONTEAGUDO, YASBEL	\$ 167.36	\$ -	\$ 167.36
52	31723	NAZARALI, MILA	\$ 62.70	\$ -	\$ 62.70
52	31297	OGLEBAY, MISSY	\$ 60.00	\$ -	\$ 60.00
52	18443	OTIS, MARK	\$ 55.00	\$ -	\$ 55.00
52	32291	PALAZZO, ELIZABETH	\$ 220.00	\$ -	\$ 220.00
52	32045	PALAZZOLA, JESSICA	\$ 85.00	\$ -	\$ 85.00
52	32616	PAOLINI, LISA	\$ 340.00	\$ -	\$ 340.00
52	32183	PEREIRA, JUSTIN	\$ 180.00	\$ -	\$ 180.00
52	25578	PHILLIPS, MAGGIE	\$ 340.00	\$ -	\$ 340.00
52	32612	PRM-RGM, LLC	\$ 510.00	\$ -	\$ 510.00
52	31427	PROVENCHER, EMILY	\$ 170.00	\$ -	\$ 170.00
52	31830	RATCHFORD, ASHLEY	\$ 85.00	\$ -	\$ 85.00
52	31786	RITCHE, JENNI	\$ 180.00	\$ -	\$ 180.00
52	19825	SALTER SCHOOL OF NURSIN	\$ 14,229.72	\$ 762.36	\$ 13,467.36
52	33171	SANSON, ELISABETH	\$ 170.00	\$ -	\$ 170.00
52	30169	SEWELL, JIMMY	\$ 110.00	\$ -	\$ 110.00
52	30959	SOUCY, JOEL	\$ 425.00	\$ -	\$ 425.00
52	11528	STRANGE, KAT	\$ 190.80	\$ -	\$ 190.80
52	26867	TOBIN, SHAWN	\$ 170.00	\$ -	\$ 170.00
52	32341	TROIANI, GAYLE	\$ 60.90	\$ -	\$ 60.90
52	31933	TSERONIS, ALEXANDRA	\$ 255.00	\$ -	\$ 255.00
52	25595	TSERONIS, ERIN	\$ 255.00	\$ -	\$ 255.00
52 - PARKING TOTALS			\$ 22,884.00	\$ 775.64	\$ 22,108.36
60	8132-60	FEMA	\$ 8,682.60	\$ -	\$ 8,682.60
60 - WELFARE TOTALS			\$ 8,682.60	\$ -	\$ 8,682.60
65	33238	MANCHESTER EAST COBRAS	\$ 0.43	\$ -	\$ 0.43
65	3575	MANCHESTER REGIONAL YOU	\$ 7.57	\$ -	\$ 7.57
65 - PARKS & RECREATION TOTALS			\$ 8.00	\$ -	\$ 8.00
GRAND TOTALS			\$ 1,746,321.86	\$ 1,065,991.35	\$ 680,330.51

Submission for Solicitors Review
Account in Collections

**City of Manchester - Accounts Receivable
Submissions for Solicitor's Review**

Sent to Solicitor	Dept	Customer Name	Invoice Dates	Original Amount	Remaining Balance	Finance Charges	Total Outstanding	Explanation / Determination
5/8/2017	CE	Mateo, Ernesto B	11/25/2015	\$ 1,145.00	\$ 1,145.00	\$ 206.16	\$ 1,351.16	\$500 Bail Payment Received 7/22/19
3/29/2018	CE	Ahmedamin, Sandra	7/17/2017	\$ 1,150.00	\$ 1,150.00	\$ 86.25	\$ 1,236.25	Paying court approved \$50/month payment until full debt satisfied. 3/9/20 \$200 Overdue payment received.
4/27/2018	CE	Panourgias, Maria	5/12/2017	\$ 1,580.00	\$ 1,580.00	\$ 165.90	\$ 1,745.90	Paying court approved \$50/month payment until full debt satisfied.
4/8/2021	Parking	Salter School of Nursing	7/9/20 - 9/1/20	\$ 12,705.00	\$ 12,705.00	\$ 952.95	\$ 13,657.95	Bankruptcy
8/6/2021	Fire	1200 Elm Street LLC.	1/1/2021	\$ 1,080.00	\$ 1,080.00	\$ -	\$ 1,080.00	Has previously been in collections ~ not responsive to collection attempts
8/6/2021	Fire	300 Gay St Acquisition	various	\$ 1,620.00	\$ 1,620.00	\$ -	\$ 1,620.00	Has been in collections since 6/15/2018
8/6/2021	Fire	79 Carl Dr Realty LLC.	various	\$ 2,700.00	\$ 2,700.00	\$ -	\$ 2,700.00	Has been in collections since 6/15/2018
8/6/2021	Fire	Commonwealth Collective	1/1/2021	\$ 1,080.00	\$ 1,080.00	\$ -	\$ 1,080.00	Not responsive to Fire's collection attempts
8/6/2021	Fire	Four on Elm LLC	1/13/2021	\$ 1,080.00	\$ 1,080.00	\$ -	\$ 1,080.00	Not responsive to Fire's collection attempts
8/6/2021	Fire	Lerocque, Kristine	various	\$ 1,620.00	\$ 1,350.00	\$ -	\$ 1,350.00	Has been in collections since 8/10/2020
8/6/2021	Fire	Mahmotoric, Muharem	various	\$ 1,620.00	\$ 1,620.00	\$ -	\$ 1,620.00	Has been in collections since 8/10/2020

All accounts determined to be uncollectable by collections >\$1,000 sent to City Solicitor

New Submission

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$131,000 for CIP 410722 MHRA Community Policing be approved.

(Unanimous vote with the exception of Alderman Barry who was absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Harmond". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clerk of Committee

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

July 28, 2021

To: Alderman Cavanaugh, Chairman, CIP Committee
From: Steve Hoeft, BSO
Re: MHRA Community Policing

Attached is the Manchester Housing and Redevelopment Authority Agreement in the amount of \$131,000.00 for another MHRA Community Policing agreement.

The grant period for this grant is 7/1/2021 to 6/30/2022.

The funds breakdown is as follows:

Salaries - \$131,000.00

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#: 410722

Project Year: 2022

CIP Resolution: 6/8/2021

Title: MHRA Community Policing

Amending Resolution: 10/5/2021

Administering Department: Police Dept

Revision:

Project Description:

Police services at all of MHRA's public housing hi-rise buildings and developments, including Manseau Manor, Elmwood Gardens Apartments, Kelley Falls Apartments, Lincoln & Clay Street, Merrimack Street and Lowell Street and scattered sites to include the LIHTC Properties.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1. Project Initiation
2. Project Completion
- 3.
- 4.
- 5.

7/1/2021

6/30/2022

6/30/2022

Line Item Budget

OTHER

Salaries and Wages

\$131,000.00

\$0.00

\$0.00

\$131,000.00

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**\$131,000.00****\$0.00****\$0.00****\$131,000.00****Revisions:****Comments:** OTHER Funding: Manchester Housing and Redevelopment Authority.

Planning Department/Startup Form - 07/1/20

\$131,000.00

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 One Hundred Thirty One Thousand Dollars (\$131,000) for the FY 2022 CIP 410722 MHRA Community Policing”

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 from the Manchester Housing and Redevelopment Authority for the implementation of MHRA Community Policing;

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

By adding:

FY 2022 CIP 410722 MHRA Community Policing - \$131,000 OTHER

Resolved, that this Resolution shall take effect upon its passage

MANCHESTER HOUSING AND REDEVELOPMENT AUTHORITY

CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

This Contract, made and entered into this 1st day of July, 2021, by and between the Manchester Housing and Redevelopment Authority of the City of Manchester, County of Hillsborough, (hereinafter also called the "Authority") and the Manchester Police Department, (hereinafter also called the "Department") is for the provision of specific supplemental police services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the Department for supplemental police services to create a drug and crime free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the Department desires to assist in the security effort by providing effective police services at all the Authority's public housing hi-rise buildings and developments, including: Manseau Manor, Elmwood Gardens Apartments, Kelley Falls Apartments, Lincoln & Clay Streets, Merrimack Street & Lowell Street, and scattered sites to include the LIHTC Properties:

NOW, THEREFORE, the Authority and the Department agree as follows:

ARTICLE I SCOPE OF SERVICES

SECTION ONE: SERVICES PROVIDED BY THE DEPARTMENT

The Department will provide a minimum of two (2) full-time police officers to perform specialized patrols to enforce state and local laws. The officers may patrol the developments on foot or bicycle. Sworn officers shall at all times remain part of, subject to and in direct relationship with the Department's chain of command and under Department rules, regulations and standard operating procedures. A job description of duties and responsibilities is attached hereto as "Exhibit A".

The Department agrees that the services rendered by the assigned personnel under this Contract are in addition to baseline police services. The Department agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the assigned personnel shall include but shall not be limited to:

The Department agrees to assign police officers to targeted areas during the specific periods of time identified by the Authority to maintain a police patrol presence. The specific periods of time are set forth hereto as "Exhibit B".

The Department agrees that it will employ a community policing concept as described in Section C. Community Policing Strategy in "Exhibit C Plan of Operations," attached hereto.

The Department agrees to collect and provide crime calls and calls for service in and around public housing property for a five-block radius. (See Article IIIB).

It is further agreed that, to the extent necessary, the assigned personnel will appear as witnesses in civil and criminal court proceedings as a direct result of their law enforcement functions in or near public housing developments and involving any resident, member of a resident's household, or any guest or guests of a resident or household member.

The Department agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the Department has a signed receipt from each officer that he or she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual. The manual is entitled "Manchester, New Hampshire Police Department Rules and Regulations and Standard Operating Procedures".

The Department agrees that it will provide the assigned personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Contract. The

Department shall designate the Community Policing Captain or his designee as the Administrative Liaison, who will work in concert with the Authority's Housing Operations Director or that official's designee.

For the purposes of this Contract the Administrative Liaison will perform the following duties:

Coordinate the dissemination and processing of police and security reports, provide supervisory assistance, and coordinate in resolving problems or in carrying out the provisions of this Contract;

Establish and maintain an ongoing line of communication with Supervisors and other police personnel;

Initiate and monitor ongoing lines of communication with residents and designated Authority personnel to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders;

Assist or advise in the planning and implementation of other grant-funded security programs within the Authority; and

Report regularly to the Authority criminal activities occurring on or near Authority public housing properties.

The Department will at all times provide supervision, control and discretion of all full-time work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the Department shall be responsible for the compensation of the officers and all employee benefits, as well as any injury to officers, their property, or the City's property while on the Authority's property.

The Department agrees to indemnify, defend and hold harmless the Manchester Housing and Redevelopment Authority, its commissioners and any person working on its behalf from any claims, damages or liabilities arising out any action by any member of the Department.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

A. The Authority will provide:

1. Orientation and familiarization with the public housing communities for the assigned personnel.
2. Orientation to the lease agreement, and lease compliance enforcement procedures and policies.

B. The Authority shall reserve the right to reasonably request the Department to replace any assigned personnel.

C. The Authority will provide the Department with the applicable Authority rules and regulations for reporting under this Contract.

D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligations as police officers.

ARTICLE II ENFORCEMENT OF RULES AND REGULATIONS

The Department, through its police officers is hereby empowered to enforce the following Authority rules and regulations:

1. Unauthorized visitors in vacant units of the Authority shall be removed.
2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
3. Unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the Department's police officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

ARTICLE III COMMUNICATIONS, REPORTING AND EVALUATION

A. Communications

1. Access to Information

The Department agrees that the Authority and the Department will share appropriate criminal records information which in any way deals with criminal activity on or near any of the Authority's properties, subject to applicable federal and state laws and Department policies. It is further agreed that the Department will provide to the Authority copies of such incident reports, arrest reports or other public documents which document or substantiate actual criminal activity in or connected with the public housing developments, subject to the "Right to Know" law. This information will be provided at no cost by the Department on a regular basis in accordance with specific procedures that have been or will be established. The Department will also furnish any other reports and/or information as may be required from time to time by the Authority, its funding sources or other entities.

B. Reporting

1. Forms

The Department will provide to the Authority at least monthly a summary of all activities undertaken by all assigned personnel (police officers). This report may include, but not be limited to, data as follows:

- a. Scheduled hours of all assigned personnel.
- b. Calls/requests for service.
- c. Referrals to City/Authority/agencies.
- d. Suspicious persons - date, time, place, contacted or arrested.
- e. Vehicles abandoned/towed/stolen.
- f. Drug paraphernalia confiscated/found.
- g. Arrests/citations of both residents and outsiders to include age, sex, ethnicity.
- h. Property recovered/stolen.
- i. Counseling of residents and visitors.
- j. Broken lights/sidewalks.
- k. Graffiti.
- l. Conflict resolution; fights, domestic, etc.
- m. Weapons violations/seized.

2. Media Coordination

The Department will relay to the Executive Director or his/her designee information related to any major crime or incident that occurs on or near Authority property, preferably before the media is informed, or as soon as possible.

C. Program Evaluation

The Department and the Authority agree that any evaluation shall include:

1. Hours worked by police officers for:
 - a. Foot patrol.
 - b. Bicycle Patrol.
 - c. Motorized patrol.
 - d. Other (tactical).
2. Response times to targeted communities by Authority assigned officers vis-a-vis other Departmental officers.
3. Comparison of crime call statistics in the targeted communities as requested by the Authority or the U.S. Department of Housing and Urban Development (HUD).

4. Arrests (to include drug violations).
5. Vehicles towed.
6. Positive contacts.
7. Referrals.
8. Trespassers removed.
9. All UCR or NIBRS Reports.
10. Calls for service.
11. Weapons seized.
12. Property stolen/recovered.
13. Community feedback.

It is further agreed that the Department will provide comparable crime information for the City as a whole to demonstrate what proportion of activities City-wide occurs on or near Authority property. These reports shall be furnished by the Department to the Authority's Executive Director or that official's designee on a monthly basis.

ARTICLE IV PLAN OF OPERATIONS

- A. The Department and the Authority have prepared a detailed Plan of Operations for use in eliminating drug-related crime. The purpose of the Plan is to specify the manner and method of performance by which each of the services identified is to be administered and is attached hereto as "Exhibit C".
- B. If during the term of the Contract either party desires to amend the scope of the Plan of Operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police or his designee shall provide final determinations regarding the establishment of an amendment to the Plan of Operations.

ARTICLE V TERM OF CONTRACT

The term of this Contract shall begin on July 1, 2021 and end on June 30, 2022.

ARTICLE VI COMPENSATION TO THE CITY

- A. The Authority will compensate the Department for services specified in this Contract in a total amount not to exceed one hundred thirty one thousand (\$ (131,000.00).
- B. The Authority shall reimburse the Department on a monthly basis, upon receipt of evidence of performance of the proposed services, evidence of authorized expenditures and receipt of all required reports.
- C. The Department shall provide the following documentation in requesting reimbursement: Copies of Certified Payroll Time Reports documenting names, employee identification, number of hours worked in public housing developments and supervisory approval of the report.
- D. All requests for reimbursement are subject to the approval of the Executive Director or his/her designee, and the Authority shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VII TERMINATION

The Authority may terminate this Contract upon the provision of thirty (30) days written notice to the Department. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

The Department may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

ARTICLE VIII NOTICES

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified mail to the principal place of business of each of the parties hereto, as specified below:

Authority: MANCHESTER HOUSING AND REDEVELOPMENT AUTHORITY
 198 HANOVER STREET
 MANCHESTER, NEW HAMPSHIRE 03104
 ATTN: CATHERINE NACZAS, EXECUTIVE DIRECTOR

Department: MANCHESTER POLICE DEPARTMENT
 405 VALLEY STREET
 MANCHESTER, NEW HAMPSHIRE 03103
 ATTN: ALLEN ALDENBERG, CHIEF OF POLICE

ARTICLE IX CONSTRUCTION OF LAWS

This Contract is made and entered into in the City of Manchester, New Hampshire. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of New Hampshire.

ARTICLE X ENTIRE CONTRACT

The Contract and attachments shall consist of the following component parts:

- a This Contract.
- b Plan of Operations.
- c Any subsequent addenda agreed to by both parties.

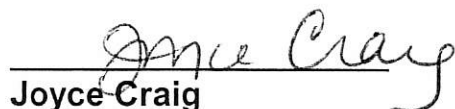
IN WITNESS WHEREOF, the Manchester Housing and Redevelopment Authority and the Manchester Police Department have respectfully caused this contract to be duly executed in triplicate as of the day and year first above written.

**MANCHESTER HOUSING AND
REDEVELOPMENT AUTHORITY**


Witness


Catherine Naczas
Executive Director

**MANCHESTER POLICE
DEPARTMENT**


Joyce Craig
Mayor


Allen Aldenberg
Chief

EXHIBIT A
JOB DESCRIPTION FOR POLICE OFFICERS ASSIGNED TO PUBLIC HOUSING

Police officers funded by the Authority and assigned to the Authority's developments are responsible for the delivery of supplemental police services to the residents of the Authority's developments. Specifically, officers are expected to work as community policing officers, including performing the following duties and responsibilities:

1. Respond to all calls, both emergency and non-emergency in nature, involving the Authority's developments and residents.
2. Engage in proactive policing strategies; develop and maintain rapport with public housing residents, thus fostering an atmosphere of cooperation, compassion, coordination, peace and order within the Authority's developments.
3. Encourage residents to report any and all suspicious or criminal activities, and suspected/observed abuse or neglect of people, animals or property.
4. Assist victims and homeless people, referring them to other agencies, when appropriate, for further assistance.
5. Engage in walking or bicycle patrols throughout the shift in all public areas of the Authority's developments to deter disorder or crime.
6. Work with MHRA's Community Outreach staff with the youth in Authority developments to assist them in understanding and complying with laws, regulations, and to discourage them from gang activity. Together with the MHRA Community Outreach staff develop and foster positive influences, assisting in directing the youth toward positive programs either in house or with other city agencies.
7. Work with Authority staff, residents and resident councils to develop crime prevention programs, resident patrols, and youth-oriented programs.
8. Make presentations and speeches to resident organizations and groups as assigned.
9. Remain alert to the emergency needs of residents and visitors, and take the appropriate action to protect life and property.
10. Investigate the activities of suspicious persons, as encountered or upon resident complaint, using standard police techniques and in conformance with the legal requirements to determine the identity, activity, and reason for the presence of the suspicious persons.
11. Direct vehicle traffic as required to ensure a safe, orderly flow of traffic.
12. Promptly and properly prepare and submit the required reports of the Authority and Department on each shift.
13. Counsel juvenile and adult residents, referring them to the appropriate persons or agencies for further assistance.
14. Operate a police vehicle within assigned geographic areas at the discretion of a supervisor or at own discretion according to standard police techniques and strategies in order to deter and detect criminal activity.
15. Maintain liaison with all law enforcement officers, Authority officials, and related agencies' personnel to exchange information and facilitate cooperative efforts.
16. Perform other duties as assigned.

EXHIBIT B PATROL SCHEDULE

The Department will provide a minimum of nine eight-hour shifts per week, seven days per week by two police officers specifically assigned for this purpose, with the exception of vacation, personal leave, FMLA and sick time used by these assigned officers. Primary shift will be a day shift and evening shift to be adjusted as needed by mutual agreement between the Authority and the Department. In the absence of MHRA Community Police officers, the Manchester Police Department agrees to continue a level of service necessary to maintain the safety of all MHRA residents and their properties.

EXHIBIT C

PLAN OF OPERATIONS

A. REASONABLE EXPECTATIONS BY THE AUTHORITY OF THE DEPARTMENT

1. Provide the same level of patrol, investigations, community policing, and support services to public housing residents as the community at large in addition to the services provided to the Authority under contract.
2. Adapt patrol strategies to the public housing environment.
3. Assign staff officer in the grade of sergeant or higher as liaison with Authority designated officials to meet on crime and safety issues monthly.
4. Participate with resident council to develop anti-crime and safety strategies.
5. Provide crime prevention programs to residents on a regular basis.
6. Provide feedback to the Authority and victims of crime on status of cases.
7. Maintain specific baseline data on police services in public housing.
8. Develop and maintain a record system that tracks crime and workload by public housing development, and forward reports on a monthly basis to designated Authority official.

B. STAFFING CRITERIA

The City, by and through its Police Department, will provide a minimum of two (2) full-time officers, five days per week to perform specialized patrols to enforce all state and local laws and the Authority Rules specified in the Contract.

C. COMMUNITY POLICING STRATEGY

The community policing strategy will include concepts that are designed to facilitate improved communication and cooperation between the members of the public housing community and the police. The plan will stress the establishment of a partnership between residents, the police, local government and private services, and other local, state, and federal agencies. The primary goal of the program is to prevent crime by addressing the conditions and problems that lead to criminal activity and the fear of this type of activity.

The two assigned officers will be deployed at scheduled locations on Authority property. These locations will serve as sites for neighborhood meetings and work areas for the officers. Community problems, complaints and suggestions that are received by the Department will be forwarded to these officers for follow up and a resolution. These officers will contribute to this strategy by engaging in targeted patrol, problem solving and enforcement. As part of their assignments, these officers will be in touch with MHRA's Community Outreach Staff and with various community leaders and supporting agencies on a one to one basis in an effort to coordinate community resources and to apply these resources towards rectifying identified problems. The major public safety needs that will be addressed through redeploying these officers are the reduction of drug related offenses, a higher level of police security and protection in the neighborhoods, and an improvement in the overall quality of life for the residents.

The officers assigned to this program will generally be assigned so as to provide coverage during the designated hours. They will begin their tour of duty by reporting to police headquarters. Authority staff will contact the Community Policing Command staff with any special problems or circumstances to be addressed. On weekends and after hours the Authority staff will contact the main number of the Manchester Police Department and ask for Dispatch. Flexibility in work schedule is anticipated by the Authority so the needs and problems of residents and of the Authority can be dealt with appropriately. The officers will be supervised and their performance evaluated by the Captain of the Community Policing Division. The Captain of the Community Policing Division and the Housing Operations Director will meet monthly to keep the lines of communications open. Their primary functions will be to engage in police-citizen communication and cooperation. To facilitate this, these officers may patrol on foot or bicycles. They will engage in proactive policing strategies such as:

1. Conducting neighborhood meetings and seeking input and direction from the community;
2. Directing local resources towards improving the quality of life in the neighborhoods;
3. Working with Authority personnel in developing crime prevention programs and youth oriented programs;
4. Making presentations and speeches to resident organizations or groups;
5. Encouraging and educating residents to report all crimes and suspicious activity;
6. Working with residents to clean up neighborhoods, including the removal of trash and graffiti;
7. Enforcing the towing of abandoned or stolen vehicles;
8. Working with the youth in Authority developments, to help them comply with the laws and regulations;
9. Assisting the Authority with enforcement of administrative infractions, such as parking violations or residents allowing the presence of unauthorized visitors, and various other lease violations.

The Department shall invite a number of organizations and individuals to assist them in planning, implementing, and coordinating their community police program. The strategy is intended to involve community leaders and residents of the neighborhoods currently targeted for their plan. The strategy will also focus on drawing upon the knowledge and expertise of a number of motivated, civic minded individuals and agencies. These will include, but are not limited to Weed and Seed, City of Manchester Personnel Department, City of Manchester Planning Department, Manchester Health Department, Manchester City Welfare Department, Manchester Office of Youth Services, NH Division for Children, Youth, and Families, NH Office of Adult and Elderly Services, Manchester Office of Child Support, Manchester Housing Code Department, Manchester Housing and Redevelopment Authority, Manchester Chamber of Commerce, Central Business District Advisory Authority, ALPHA (Alliance for the Progress of Hispanic American), Latin American Center, The Salvation Army, Neighborworks Manchester and Neighborhood Crime Watch groups. All of these agencies have been helpful to the Department in the past and have expressed interest in being involved with the Department in the future.

It is anticipated that through the community police program, a partnership can be formed between the officers and the community that they are serving. Arrests, proactive police work and targeted enforcement will help curtail the problems of drugs, prostitution and violent crime. The power of this partnership will be formidable, since the members of the community have a unique and personal insight into identification of neighborhood problems, and the police have unique authority to focus and coordinate efforts to solve these problems. The goal for the community is to experience a growing sense of empowerment and responsibility as they share in directing and facilitating the problem solving activities. The officers will have the opportunity to participate in general problem solving and will have a positive impact on the quality of life in the neighborhoods that they are serving.

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$25,000 for CIP 410822 2020 Homeland Security Grant Program Award - Hazmat be approved.

(Unanimous vote with the exception of Alderman Barry who was absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Hammond", with a stylized flourish at the end.

Clerk of Committee

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: June 21, 2021
RE: 2020 Homeland Security Grant Program Award-Hazmat

I am requesting permission to accept grant funding in the amount of \$25,000 from the State of New Hampshire for the above mentioned grant. These funds will be used to purchase hazmat equipment and does not require a match from the City.

CIP BUDGET AUTHORIZATION

CIP#: 410822

Project Year: 2022

CIP Resolution: 6/8/2021

Title: 2020 Homeland Security Grant Program Award-HazMat

Amending Resolution: 10/5/2021

Administering Department: Fire Department

Revision:

Project Description: Fire Dept has been awarded a HazMat grant in the amount of \$25,000.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	5/20/2021
2.	Project Completion	8/31/2023
3.		
4.		
5.		

Line Item Budget

	STATE			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	\$25,000.00	\$0.00	\$0.00	\$25,000.00
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	\$25,000.00	\$0.00	\$0.00	\$25,000.00

Revisions:**Comments:** Source of Funds: State of New Hampshire Homeland Security.

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 Five Thousand Dollars (\$25,000) for the FY 2022 CIP 410822 2020 Homeland Security Grant Program Award-HazMat.”

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 State of New Hampshire Homeland Security to provide one-time funding to support the purchase of HazMat equipment;

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

By adding:

FY 2022 CIP 410822 2020 Homeland Security Grant Program Award-HazMat - \$25,000
STATE

Resolved, that this Resolution shall take effect upon its passage

State of New Hampshire

ROBERT L. QUINN
COMMISSIONER OF SAFETY



RICHARD C. BAILEY, JR
EDDIE EDWARDS
ASSISTANT COMMISSIONERS

DEPARTMENT OF SAFETY

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305

Tel: (603) 223-3889

Speech/Hearing Impaired

TDD Access Relay NH 1-800-735-2964

May 20, 2021

Chief Ryan Cashin
Manchester Fire Hazardous Materials Team
100 Merrimack Street
Manchester, NH 03101

Re: 2020 Homeland Security Grant Program Award – HazMat

Dear Chief Cashin,

It is my pleasure to inform you that upon review of your 2020 Homeland Security Grant Application, the Manchester Fire Hazardous Materials Team has been awarded \$25,000 for HazMat equipment. These funds are awarded under the State Homeland Security Program (SHSP) portion of the 2020 Homeland Security Grant Program (HSGP) for the purchase of eligible equipment as described in your application. Please refer to the attached "Approved Items Checklist" when submitting reimbursement requests and identify the items you have purchased.

These grant awards are subject to federal program requirements and special conditions. Enclosed are your Sub-Recipient Information Reporting Form, federal grant terms and conditions, special conditions requirements, lobbying certification and acceptance of audit requirement forms. All signature forms must be returned to the Grants Management Unit within thirty (30) days of the date of this letter. Special conditions requirements must be responded to within forty-five (45) days of the date of this letter. In addition, this project must be implemented within 60 days following the grant award effective date or be subject to automatic cancellation of the grant. Failure to meet these requirements may result in a delay in reimbursement or cancellation of your grant award.

Additional information is available at <https://www.nh.gov/safety/divisions/homeland/2020HomelandGrants.html>. We, at the Department of Safety, look forward to this opportunity to work diligently with local first responders, public safety officials, and other local and state officials and agencies to prepare and protect our citizens. It is our hope that we will never have to apply these skills, or use this equipment; however, we will work together to ensure that our ability to do so will be keen.

Sincerely,

A handwritten signature in black ink, appearing to read "Pam U-Morin".

Pamela Urban-Morin
Grants Administrator

SPECIAL CONDITIONS – FFY 2020

SUBGRANTEE: Manchester Fire HazMat Team

GRANT AWARD AMOUNT: \$25,000

GRANT TITLE: HazMat Equipment

GRANT AWARD DATE: 5/20/2021

GRANT PROGRAM: SHSP

CFDA#: 97.067

DHS Grant Award Number: Grant Award: EMW-2020-SS-00045-S01

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO ***WITHIN THIRTY (30) DAYS*** FROM THE AWARD DATE AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED. **THESE GRANT FUNDS EXPIRE ON August 31, 2023.** Accordingly per DHS/FEMA- Office of Financial & Grants Management guide: page 21: The award period is the period of time when Federal funding is available for obligation by the recipient. The recipient may charge to the grant only allowable costs resulting from the obligations incurred during the funding period... Any funds not properly obligated by the recipient within the grant award period will lapse and revert back to DOS or DHS/FEMA...The obligation period is the same as the award period listed on the award document.

BY SIGNING THIS FORM YOU AGREE TO THE CONDITIONS OF THIS GRANT.

* * * * *

1. Please note the following special conditions for your grant award:

- a. Indicate which of the following is true regarding the project funded with these Homeland Security dollars by **circling the correct selection (circle only one)**.
 - i. Sustaining or maintaining a capability acquired with federal homeland security funding;
 - ii. Sustaining or maintaining a capability acquired without federal homeland security funding; or
 - iii. Developing or acquiring a new core capability.
- b. Per 2020 Grant Guidance, please provide your DUNS number here: **1100246856**
- c. **The following must be submitted in order for you to be considered for an award:**
 - i. Hazmat Teams **must** submit a list of current command staff and team members.
 - ii. Regional Hazmat Teams, not affiliated with a single municipality, **must** submit the most recent meeting minutes showing the election of officers.
- d. No purchase of this equipment can be made until it is determined if an EHP review is required. If it is, no purchase can be made until an EHP approval is received. As stated in the AEL: "Certain products in this category have been identified as requiring an Environmental and Historic Preservation (EHP) review. EHP documents are located at the following website: <https://www.nh.gov/safety/divisions/homeland/2019/index.html> and must be completed and submitted electronically to Pamela.Urban-Morin@dos.nh.gov."
- e. Per 2 CFR 208 and Subpart D, the organization must submit its most recent audit to be subject to a risk assessment testing for fiscal practices and capabilities. This must be submitted within 15 days of the date of this award and may necessitate the addition of more special conditions to this award accordance with the results of the standard risk assessment review. This grant is not VALID until the risk assessment is completed successfully.
- f. Procurement procedures per 2 CFR 200.318-326 must be followed and documentation attached must be submitted to DOS-GMU prior to any purchase as outlined.

2. **Project Implementation:** The subrecipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. For projects subject to EHP/NEPA, **NO work can begin until EHP/NEPA approvals are granted.** DOS-GMU will advise sub-recipient of the approval once received. DOS-GMU reserves the right to verify project start date. All projects must be completed at least 30 days prior to end of the grant period as specified on the Grant Special Conditions page. No work may be completed or be eligible for reimbursement if it occurs after the grant period end date.

3. All sub-grantees must comply with the Grant Terms and Conditions included with this award.

Manchester HazMat Team
 2020 HazMat
 \$25,000.00

Vendor:
 Account: 54100000 500574
 Activity: 23HS20SHLC

Final Pymt:
 Grant Category: SHSP
 Grant Expires: 8/31/2023
 Audit Period: 1/01 to 12/31

Approved				Reimbursed		
Name of Equipment	Quantity	Cost	AEI	Name of Equipment	Quantity	Cost
WMD PPE	5	9,200.00				
Maintenance Support Plan for Electronic Detection Equipment	1	13,600.00				
PEAC Software, Renewal	1	2,200.00				
Total		25,000.00				0.00

Balance 25,000.00

4. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2020 Homeland Security Grant Program Guidelines. Additional information about achieving compliance is available through the training officers at the NH Department of Safety's Fire Academy and EMS Bureau and the Division of Homeland Security and Emergency Management.
5. All sub-grantees must comply and be familiar with Homeland Security Presidential Policy Directive-8, the National Preparedness System* (NPS) and the National Preparedness Goal (NPG). See: <http://www.dhs.gov/presidential-policy-directive-8-national-preparedness> .
6. It is recommended that all grant recipients modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols. http://www.dhs.gov/xlibrary/assets/NRP_Brochure.pdf
7. Recurring costs/fees are not allowable for funding under the 2020 Homeland Security Grant Program. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only and cannot extend beyond the end date of the grant.

Signature of Authorized Official

Date

Signature of Program Manager/Contact

Date

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
SUB-RECIPIENT INFORMATION REPORTING FORM

(It is recommended this form be completed by your grant administrator or chief financial officer.)

Section I MUST be completed by applicants seeking federal funding assistance from the Homeland Security Grant.

SECTION I. AGENCY/INSTITUTION NAME & ADDRESS

Name: <u>City of Manchester Fire Department</u>		
Address: <u>100 Merrimack Street</u>		
City: <u>Manchester</u>	State: <u>NH</u>	Zip Code: <u>03101-2208</u> (9 digits required)
Sub-Recipient DUNS Number: <u>160246856</u>		
Sub-Recipient MPIN Number (CCR Registration Number): Completed: <u> </u> Yes <u> </u> No		

Section II MUST be completed if this application seeks federal funds totaling \$25,000.00 or more.

SECTION II. SUB-RECIPIENT REVENUE INFORMATION
(Preceding Fiscal Year)

Sub-Recipients Annual Gross Revenues Exceeded 80 percent or more in Federal Awards	☐ Yes	☒ No
Sub-Recipients Annual Gross Revenues Equal or Exceed \$25,000,000.00. in Federal Awards	☒ Yes	☐ No
Sub-Recipient's 5 Most Highly Compensated Officers	Officer Names	Officer Compensation
	1.	
	2.	
	3.	
	4.	
	5.	
Comments		

PREPARED BY:		DATE:
Name: <u>Meghan Geoffrion</u>	<u>06/15/2024</u>	
Title: <u>Emergency Management Coordinator</u>		
Telephone: <u>(603) 669-2256</u> Email: <u>M.GEOFFRION@MANCHESTER.NH.GOV</u>		

HS-21 (1/11)

INSTRUCTIONS ON REVERSE SIDE

(OVER)

Instructions for Completing Sub-Recipient Information Reporting Form

Agency/Institution Name & Address

- Please give the name and address for the agency or institution receiving the federal funding
- Do not give a name and address of an individual's name working at the agency or institution

Sub-Recipient DUNS Number

- The DUNS number is a unique nine-character number that identifies your organization. It is a tool of the federal government to track how federal money is distributed. Most large organizations, libraries, colleges and research universities already have DUNS numbers. Ask your grant administrator or chief financial officer to provide your organization's DUNS number.
- If your organization does not have a DUNS number, use the Dun & Bradstreet (D&B) online registration to receive one free of charge: <http://fedgov.dnb.com/webform>
- For more information on DUNS numbers, please visit the federal government's grant administration website: http://www.grants.gov/applicants/org_step1.jsp

Sub-Recipient MPIN/CCR Number (not required)

- The Central Contractor Registration (CCR) is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants, and the electronic payment process.

Sub-Recipient Annual Gross Revenues Exceed 80 Percent or more in Federal Awards

- Please check "yes" if, in the preceding fiscal year, your agency or institution received 80 percent or more of its annual gross revenues in federal awards.
- Please check "no" if, in the preceding fiscal year, your agency or institution did not receive 80 percent or more of its annual gross revenues in federal awards.

Sub-Recipient Annual Gross Revenues Equal or Exceed \$25,000,000. in Federal Awards

- Please check "yes" if, in the preceding fiscal year, your agency's or institution's annual gross revenues equaled or exceeded \$25,000,000 in federal funds.
- Please check "no" if, in the preceding fiscal year, your agency's or institution's annual gross revenues did not equal or exceed \$25,000,000 in federal awards.

Sub-Recipient Highly Compensated Officers

- If you checked "no" in the two boxes above, then this information is not required.
- If you checked "yes" in the two boxes above, and if the public does not have access to this information through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Section 78m(a), 780(d)), or Section 6104 of the Internal Revenue Code of 1986, then please list the names and compensation amounts of the five (5) most highly compensated employees within your agency or institution.

Comments

- This is not a required field. Please feel free to add any comments you feel are necessary to fully explain your answers in the above fields.

Article I - Summary Description of Award

The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - 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.

Article III - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) 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 DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved.

Article IV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article V - Assurances, Administrative Requirements, Cost Principles, Representation 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.

Article VI - 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 Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. 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/sites/default/files/publications/dhs-civil-rights-evaluation-tool.pdf>

Article VII - 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 VIII - 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 IX - 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, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article X - 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. sections 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 XI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect 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 personally identifiable information (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 and Privacy Template as useful resources respectively.

Article XII - 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. section 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 XIII - 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. section 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 XIV - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 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 XV - 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 XVI - 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. sections 8101-8106).

Article XVII - 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 XVIII - 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. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 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 XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 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 XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - 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 XXII - 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 XXIII - 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. section 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. section 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 XXIV - 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. section 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. section 2225.

Article XXV - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. section 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 XXVI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 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 XXVII - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires 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 XXVIII - 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 XXIX - 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 XXX - Notice of Funding Opportunity Requirements

All of 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 XXXI - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq.* 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. section 401.14.

Article XXXII - 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. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 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 XXXIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 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 XXXIV - 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 XXXV - 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 XXXVI - 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 XXXVII - 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 XXXVIII - Trafficking Victims Protection Act of 2000

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. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXIX - Universal Identifier and System for 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 XL - 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), which amends 18 U.S.C. sections 175-175c.

Article XLI - 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 XLII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's 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. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. 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's 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. Failure to provide requisite information could result in delays in the release of grant funds. 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 XLIV - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (Frago) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

NH Department of Safety HSGP Special Grant Terms and Conditions 2020

NOTE: The grant terms and conditions must be submitted with the grant acceptance

1. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable 2 CFR 200 and the FFY 2020 U.S. Department of Homeland Security, Grant Program Guidance and Application Kit. The applicant assures that it will comply and all its sub-recipients and contractors will comply, with the applicable provisions of the U.S. Department of Homeland Security, FFY 2020 Homeland Security Grant Program Guidance and Application Kit, and all other applicable federal laws, orders, circulars or regulations.
2. **Freedom of Information Act (FOIA):** FEMA recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The applicant may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information.
3. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.
4. **Bidding Requirements:** The subrecipient must comply with proper competitive bidding procedures 2 CFR 200.317-326. On any items, including those bids in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the DOS for review and approval; but adequate documentation must be maintained in the subrecipient's files. On any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to DOS, if requested.
 - a. **Buy American Act:** In general, grantees are not required to comport with the restrictions of the Buy American Act (41 U.S.C. 10a) However, grants authorized under the Stafford Act, including EMPG program, must follow these standards. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such purchases would not be in the public interest
5. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.
6. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of

the federal government shall include closed captioning of the verbal content of such announcement.

7. **Compliance Agreement:** The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.
8. **Conflict Of Interest:** Per 2 CFR 200 Recipients and subrecipients must disclose in writing to FEMA or its pass through entity, any potential conflict of interest in the Federal award's lifecycle. Personnel and other officials connected with this grant shall refer to the advice below but insure that a local policy is in place to comply generalized paraphrased policy sample herein and given below:

Advice: No official or employee of a state or unit of local government or of non-government grantees/subrecipients shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subrecipients shall avoid any action which might result in, or create the appearance of the following:

 - Using his or her official position for private gain;
 - Giving preferential treatment to any person;
 - Losing complete independence or impartiality;
 - Making an official decision outside official channels; and/or
 - Adversely affecting the confidence of the public in the integrity of the government or the program.

Recipients and subrecipients must disclose, in a timely manner and in writing to FEMA or the pass-through entity, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.
9. **Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, **not to exceed the maximum of \$650.00 per day. Permission for costs that exceed \$650 per day in total will need to be granted by DOS who must seek approval for DHS/FEMA for an increased rate.**
10. **Continuation:** The applicant agrees that if the requested project is funded continuation is not guaranteed.
11. **Contract Requirements:** The applicant agrees that no contract or agreement may be entered into by the subrecipient for execution of project activities or provision for services to a sub grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the subrecipient will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the subrecipient.
12. **Construction Projects:** HSGP Program is effectively considered a non-construction program. However, subrecipients using funds for ancillary construction projects/work must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determination, is available from the following website: <http://www.wdol.gov>.

13. **Data Collection:** The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
14. **Deobligation of Grant Funds:** All grants must be deobligated at the end of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by DOS.
15. **Disclosure of Federal Participation:** In compliance with Section 623 of Public Law 102-141, the subrecipient agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subrecipient agrees to the following:
 - Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition and
 - Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.
16. **Equipment:** The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and the NH Department of Safety - Grants Management Unit." Additionally, when practicable, any equipment purchased with funding under this agreement shall bear on it the logos of the NH Department of Safety - Grants Management Unit and U.S. Department of Homeland Security.
17. **Financial Responsibility:** The financial responsibility of subrecipients must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
 - Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - The accounting system should provide accurate and current financial reporting information; and,
 - The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
18. **Interest and Other Program Income:** The applicant agrees to be accountable for all interest or other income earned by the subrecipient with respect to sub grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to DOS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from DOS.
19. **Interoperable Equipment:** Grantee is responsible for all license requirements resulting from a potential grant. Equipment must meet DHS/FEMA recommended P-25 compatible standards
20. **Legal Action:** The subrecipient agrees that should the NH Department of Safety - Grants Management Unit determine that it needs to take legal action against the subrecipient for actions arising out of the grant, the subrecipient will waive jurisdiction and have the case heard in either state or federal court in Concord, New Hampshire.
21. **Obligation of Grant Funds:** Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by DOS. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 30 calendar days before the end of the grant period.

22. **Performance:** This grant may be terminated or fund payments discontinued by DOS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by DOS. In the event the subrecipient fails to perform the services described herein and has previously received financial assistance from DOS, the subrecipient shall reimburse DOS the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse DOS for payments made.
23. **Property Control:** Effective control and accountability must be maintained for all personal property. Subrecipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property. Subrecipients agree to follow the terms of 2 CFR 200.317 – 200.326. In part this includes the following long term obligation management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the grantee or subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- Disposition. Must be reported to Grants Management and completed in accordance with 2 CFR 200. In cases where a grantee or subrecipient fails to take appropriate disposition actions, the awarding agency may direct the grantee or subrecipient to take excess and disposition actions. Federal equipment. In the event a grantee or subrecipient is provided federally-owned equipment:
- (1) Title will remain vested in the Federal Government.
 - (2) Grantees or subrecipients will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.
 - (3) When the equipment is no longer needed, the grantee or subrecipient will request disposition instructions from the Federal agency.
- Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:
- (1) The property shall be identified in the grant or otherwise made known to the grantee in writing.
 - (2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200.
 - (3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.
- Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:
- (1) The property shall be identified in the grant or otherwise made known to the grantee in writing.
 - (2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after

- the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200
- (3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.
24. **Records:** The applicant will give the grantor agency or the DHS or the Office of the Inspector General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
25. **Recording and Documentation of Receipts and Expenditures:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
26. **Reports:** The subrecipient shall submit, at such times and in such form as may be prescribed, such reports as DOS may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports.
27. **Final and fiscal close-out Report:** The report is in addition to the cumulative progress reports and is also due 30 days after the end of the grant period.
28. **Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved. Re: Property records see as previously noted in this section: Subrecipients agree to follow the terms of 2 CFR 200.317 – 200.326.
29. **Suspension or Termination of Funding:** DOS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:
- Failure to comply substantially with requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law;
 - Failure to adhere to the requirements, standard conditions or special conditions;
 - Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding;
 - Failure to submit reports;
 - Filing a false certification in this application or other report or document;
 - Other good cause shown.
30. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subrecipient's approved project plan and budget. Items must be in the subrecipient's approved grant budget in order to be eligible for reimbursement.
31. **Utilization of Minority Businesses:** Subrecipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
32. **Written Approval of Changes:** Any mutually agreed upon changes to this sub grant must be approved, in writing, by DOS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub grant is not

limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Reporting Requirement: Typing of Equipment and Training:

Ongoing HSGP Guidance, FOA, and NOFAs require that all where applicable grantees report equipment purchases and the typed capability the equipment supports (where such typing guidance exists); the number of people trained in a given capability to support a reported number of defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams); and the total number of a defined type of resource and capabilities built utilizing the resources of this grant. Grantees will specify the number of resources, capability supported, whether it is a NIMS or State/local typed resource, the cost, and whether the resource sustains current capabilities or adds new capabilities. The resources should be reported only after equipment is delivered or after training has occurred and the corresponding grant funds have been expended. GMU will advise further on format for reporting upon grant award.

As a condition of the receipt of these funds:

Funding may be suspended or terminated for filing a false certification in this application or other reports or document as part of this program.

Tracking of Equipment:

Upkeep, maintenance, and training of and for equipment procured as part of the Homeland Security grant program is a local and/or grantee responsibility. The inventory of this equipment is a local responsibility and the recipient of such understands that inspections, auditing, and inventory accounting of this equipment may occur as a condition of this grant either from Federal, State or other appropriate level agency and agent.

Equipment valued over \$5,000:

To comply with OMB 2 CFR 200 equipment valued at this level must inventoried and tracked locally and be reported to the State Department of Safety (DOS) – Grants Management Unit until the item carries a depreciated value of less than \$250. The disposition of the equipment must be reported. DOS recommends consulting with local auditor's compliance and disposition rules governing equipment procured with Federal funds.

Certification by Official Authorized to Sign

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds. **CERTIFICATION: I CERTIFY THAT I AM DULY AUTHORIZED UNDER THE STATUTES OF THE STATE OF NH TO APPLY FOR, AUTHORIZE, OR ACCEPT THE HOMELAND SECURITY GRANT FUNDS / EQUIPMENT HEREIN. ***THE AUTHORIZING OFFICIAL MUST BE STATUTORILY ALLOWED TO SIGN A CONTRACT FOR THE MUNICIPALITY (i.e. Mayor, City Manager, Town Manager, Chairperson BOS, etc.) PER RSA 31:95b or RSA 37:6**

Non-Supplanting Certification: This certification, which is a required component of the New Hampshire application, affirms that federal Homeland Security grant funds will be used to **supplement** (add to) existing

funds, and will not **supplant** (replace) funds that have been locally appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post award monitoring, and the audit. DHS/FEMA I.B. 379 allows as well as FP-205-402-125-1 which apply to maintenance and sustainment of grant or in some cases non- grant acquired capabilities with specific definitions. Applicants and/or grantees will be/may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons **OTHER** than the receipt or expected receipt of federal Homeland Security grant funds. Supplanting funds is loosely defined (for these purposes) as using federal grant money to “replace” or “take the place of” existing local funding for equipment or programs. The funds are intended to provide local entities with **increased or in 2020 sustained capabilities** or to build capacity to address CBRNE/WMD terrorist incidents.

National Incident Management System (NIMS) Implementation Prior to allocation of any Federal preparedness awards in FY 2020, recipients must ensure and maintain adoption and implementation of NIMS. FEMA describes the specific activities involved in NIMS implementation in the NIMS Implementation Objectives (<https://www.fema.gov/implementation-guidance-and-reporting>). Incident management activities require carefully managed resources (personnel, teams, facilities, equipment and/or supplies). Utilization of the standardized resource management concepts such as typing, credentialing and inventorying promote a strong national mutual aid capability needed to support delivery of core capabilities. Recipients should manage resources purchased or supported with FEMA grant funding according to NIMS resource management guidance. Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications is on DHS/FEMA’s website under <http://www.fema.gov/resource-management-mutual-aid>.

CERTIFICATION BY PROGRAM MANAGER/CONTACT*

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Program Manager/Contact as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Ryan Cashin

Title: Deputy Chief

Agency: Manchester Fire Department

Mailing Address: 100 Merrimack St.

Phone Number: (603) 669-2256

Manchester, NH 03101

Fax Number: (603) 669-7707

E-Mail Address: RCASHIN@manchesternh.gov

Signature: _____

CERTIFICATION BY FINANCIAL OFFICER*

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Financial Officer as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Melissa Paulhamus

Title: Administrative Services Manager

Agency: City of Manchester Fire Dept.

Mailing Address: 100 Merrimack St.

Phone Number: (603) 669-2256

Manchester, NH 03101

Fax Number: (603) 669-7707

E-Mail Address: MPAULHAMUS@manchesternh.gov

Signature: Melissa Paulhamus

CERTIFICATION BY AUTHORIZED OFFICIAL*

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Authorized Official as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ Title: _____
Agency: _____ Mailing Address: _____
Phone Number: _____
Fax Number: _____ E-Mail Address: _____
Signature: _____
Authorized Official (Per NH RSA 31:95b or RSA 37:6)

***NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON.**

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

ACCEPTANCE OF AUDIT REQUIREMENTS FFY 2020 Homeland Security Grant Program

We agree to have an audit conducted in compliance with OMB Uniform Guidance 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If a State Agency: Non-Federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through sub awards) in the organizational fiscal year shall have a single organization-wide audit conducted in accordance with the provisions of if applicable to your State Agency in accordance with 2 CFR 200 F and the State CAFR. If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

NH Department of Safety
Office of the Commissioner
Grants Management Unit
33 Hazen Drive
Concord, NH 03305

The following is information on the next organization-wide audit that will include this agency:

1. *Audit Period
(Organization's fiscal or calendar year to be audited)

Beginning: Ending:
date date

2. Audit will be submitted to NH DOS Grants Management Unit by:
(Date must be no later than the ninth month after the end of the audit period)

Date:

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Uniform Guidance 2 CFR 200.

NH DOS Grants Management Unit will furnish any information regarding the OMB Uniform Guidance 2 CFR 200 audit requirements, upon request.

FAILURE TO COMPLETE THIS FORM WILL RESULT IN YOUR GRANT AWARD BEING DELAYED AND/OR CANCELLED.

Signatures: Dated

Ryan Cashin
Program Director

Melissa Paulhamus
Financial Officer

Authorized Official
(per RSA 31:95b or RSA 37:6)

Print Name

Melissa Paulhamus
Print Name

Print Name

2020 National Cybersecurity Review (NCSR) Instructions

As stated in the FY20 Homeland Security Grant Program (HSGP) Notice of Funding (NOFO), recipients and sub-recipients for the FY20 State Homeland Security Program (SHSP) awards are required to complete the 2020 Nationwide Cybersecurity Review (NCSR). More information regarding this new requirement can be found at <https://www.cisecurity.org/ms-isac/services/ncsr/>.

The Nationwide Cybersecurity Review (NCSR) is a no cost, anonymous, annual self- assessment that is designed to measure gaps and capabilities of state, local, tribal and territorial (SLTT) governments' cybersecurity programs. **The 2019 NCSR needs to be completed by December 1, 2020.**

The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment.

Registration and Access

To register for the NCSR, please visit the following website: <https://www.cisecurity.org/ms-isac/services/ncsr/>. Once an organization has registered, the user will receive their credentials from noreply@archer.rsa.com.

To access the NCSR portal, please visit the following link: <https://grc.archer.rsa.com>. The user will then enter their credentials and use the provided Instance Number: **20244**. Please refer to the NCSR General User Guide at the following location <https://www.cisecurity.org/wp-content/uploads/2019/08/NCSR-General-User-Guide.pdf> for step-by-step instructions for logging in and completing the assessment.

Reporting Completion

When the 2020 NCSR is completed and submitted, the individual user will have the following report information displayed on the NCSR portal's home dashboard:

2019 NCSR Completion Certification

Organization	Questionnaire ID	Year	Progress	Progress Status	Org User	Postal Code
Test 2019	480336	2019	141 of 141 Completed		test	12345

The individual user will have the ability to export the above information to a PDF. The PDF can be sent to the Grants Management Unit to verify they have completed the 2020 NCSR requirement.

Once the 2020 NCSR officially closes, the aggregated data is used in a Summary Report that is designed to measure the gaps and capabilities of SLTT governments' cybersecurity programs.

For additional questions or assistance, email NCSR@cisecurity.org.

Procurement Method Report \$0.00-\$10,000

Use this form for Procurements (purchases/orders) in the amount of \$0.00-\$10,000.

Subawardee shall accomplish **three (3)** requirements with this form: (1) identification of procurement method, (2) SAMS check, and (3) certification signature. (Project Manager's signature is adequate certification that competition was done, and that the Subawardee is complying with the most stringent procurement procedures.)

Choose one procurement method: ☐ Federal ☐ State ☐ Local

Reminder: Procurements must be conducted applying the most stringent of applicable procurement requirements (whether federal, state or local). Jurisdictions must adhere to their local requirements for all procurements if they are more stringent than those listed below.

Subawardee: _____

Grant Award: _____

Procurement Method (per each Purchase/Order)

This may include multiple invoices for each purchase or order.

\$0.00 - \$10,000.00	
Provide (3) Vendor contacts with Bid Amounts given. Identify selected vendor by placing and "✓" in the box on the left side of the table adjacent to Vendor's Name.	
☐	Vendors Name: Bid Amount:
☐	Vendors Name: Bid Amount:
☐	Vendors Name: Bid Amount:
Justification for Vendor Selection. Please attach any written supporting documents providing justification for vendor selection.	

System for Award Management (SAMS) report is required for selected vendor

SAMS Report is a Mandatory Subawardee Action	
☐	1. Check System for Award Management (SAM) for debarment/suspension.
☐	2. Print SAMS report page and attach to this form.

Certification

I certify the above information is true and accurate. Documents related to this procurement are on file and available upon request.

Subawardee Project Manager's Signature

Date

Printed Name and Title

Guidance for Procurement Method

(For reference purposes only)

\$0.00 - \$10,000.00

Subawardee Guidance:

Use reasonable and adequate procedures that ensure fairness to potential bidders and competition commensurate with the circumstances of the procurement considering price, mission requirements, and available competition.

Procurement Method:

Self-assurance and adequate (3) competition must be documented for jurisdiction's grant files and available upon request.

Select the low quote or most advantageous proposal.

Justification:

Must explain why vendor was chosen by completing Justification block must be filled out explain why vendor was chosen.

Award:

Award based on reasonable and adequate procedures.

Regulations: Code of Federal Regulations, State/Local Procurement Rules

2 C.F.R. § 200.320(a), Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (currently set at \$10,000). May be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable. To the extent practicable, micro-purchases should be distributed equitably among qualified suppliers.

Grant Programs Directorate Information Bulletin No. 434 – Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds : Guidance

A. Increases to Micro-Purchase and Simplified Acquisition Thresholds, Effective June 20, 2018. OMB increased the micro-purchase threshold from \$3,500 to \$10,000 and increased the simplified acquisition threshold from \$150,000 to \$250,000. These increases apply to all recipient and subrecipient activities tied to one of these thresholds per the Uniform Guidance, such as procurements or budget approval requests, executed on or after June 20, 2018 for all open financial assistance awards.

B. Increase to Micro-Purchase Threshold and Waivers for Institutions of Higher Education or Related Nonprofit Entities, Effective December 23, 2016.

1. The micro-purchase threshold has been raised from \$3,500 to \$10,000, effective December 23, 2016, only for the following types of recipients or subrecipients: institutions of higher education, or related or affiliated nonprofit entities, nonprofit research organizations or independent research institutions (institutions). This increase applies to institutions' activities tied to the micro-purchase threshold per the Uniform Guidance, such as procurements, executed on or after December 23, 2016 for all open financial assistance awards.

SAMS Report is a Mandatory Subrecipient Action

Subawardee Instruction:

Check the federally debarred/suspended vendors at System for Award Management at www.sam.gov prior to execution of any procurement or contract (regardless of amount).

Procurement Method Report \$10,000.01-\$250,000.00

Use this form for Procurements (purchases/orders) in the amount of \$10,000.01-\$250,000.00

Subawardees shall accomplish **three (3)** requirements with this form: (1) identification of procurement method, (2) SAMS check, and (3) certification signature. (Project Manager's signature is adequate certification that competition was done, and that the Subawardee is complying with the most stringent procurement procedures.)

Choose one procurement method: ☐ Federal ☐ State ☐ Local

Reminder: Procurements must be conducted applying the most stringent of applicable procurement requirements (whether federal, state or local). Jurisdictions must adhere to their local requirements for all procurements if they are more stringent than those listed below.

Subawardee: _____

Grant Award: _____

Procurement Method (per each Purchase/Order)

This may include multiple invoices for each purchase or order.

\$10,000.01-\$250,000	
1.	Specifications:
2.	Award Criteria:
3.	Response Due Date:
4.	Provide (3) Vendor contacts with Bid Amounts given. (Must attach copies of written responses). Identify selected vendor by placing and "✓" in the box on the left side of the table adjacent to Vendor's Name.
☐	Vendors Name: Bid Amount:
☐	Vendors Name: Bid Amount:
☐	Vendors Name: Bid Amount:
5.	Justification for Vendor Selection. Please attach all written supporting documents providing justification for vendor selection.

System for Award Management (SAMS) report is required for selected vendor

SAMS Report is a Mandatory Subawardee Action	
☐	1. Check System for Award Management (SAM) for debarment/suspension.
☐	2. Print SAMS report page and attach to this form.

Certification

I certify the above information is true and accurate. Documents related to this procurement are on file and available upon request.

Subawardee Project Manager's Signature

Date

Printed Name and Title

Guidance for Procurement Method

(For reference purposes only)

\$10,000.01 to \$250,000.00

Subawardees Guidance:

Procurement Method:

At least three firms or persons shall be contacted in writing for quotes or informal proposals. The solicitation and responses must be written. You must include the specifications (description of what is being purchased), award criteria (how the vendor will be chosen), and date and time responses are due. Postings in electronic media may satisfy the competitive solicitation requirement.

Justification:

Must explain why vendor was chosen by completing Justification block.

Award:

Must be within accordance of the specifications and award criteria in the solicitation to the responsive and responsible bidder providing the lowest quote or most advantageous quote or proposal.

Regulations: Code of Federal Regulations, State / Local Procurement Rules

2 C.F.R. § 200.320(b) : Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold (currently at \$250,000). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number (3) of qualified sources. NOTE: Federal procurement law overrides local or state law if more restrictive.

Grant Programs Directorate Information Bulletin No. 434 – Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds : Guidance

A. Increases to Micro-Purchase and Simplified Acquisition Thresholds, Effective June 20, 2018. OMB increased the micro-purchase threshold from \$3,500 to \$10,000 and increased the simplified acquisition threshold from \$150,000 to \$250,000. These increases apply to all recipient and Subawardee activities tied to one of these thresholds per the Uniform Guidance, such as procurements or budget approval requests, executed on or after June 20, 2018 for all open financial assistance awards.

SAMS Report is a Mandatory Subawardee Action

Subawardee Instruction:

Check the federally debarred/suspended vendors at System for Award Management at www.sam.gov prior to execution of any procurement or contract (regardless of amount).

Procurement Method Report Sole Source / Inadequate Competition

Use this form for Procurements (purchases/orders) that are Sole Source or Inadequate Competition. (Note: this is not the same as a pre-bid contract, if the purchase is using a pre-bid contract please use the appropriate form.)

Subawardees shall accomplish **three (3)** requirements with this form: (1) identification of procurement method, (2) SAMS check, and (3) certification signature. (Project Manager's signature is adequate certification that competition was done, and that the Subawardee is complying with the most stringent procurement procedures.)

Choose one procurement method: ☐ Federal ☐ State ☐ Local

Reminder: Procurements must be conducted applying the most stringent of applicable procurement requirements (whether federal, state or local). Jurisdictions must adhere to their local requirements for all procurements if they are more stringent than those listed below.

Subawardee: _____

Grant Award: _____

Procurement Method (per each Purchase/Order)

This may include multiple invoices for each purchase or order.

Sole Source/Inadequate Competition	
Vendor:	
Purchase Amount:	
Justification for Vendor Selection – Provide justification for Vendor Selection in the below box. Please attach any written supporting documents providing justification for vendor selection. Explanations of exemptions must contain findings of fact. Evidence must be included, consisting of material facts sufficient to independently determine that the findings of fact listed are true and accurate. Factual evidence may consist of written documents, records, supporting data, affidavits, or other information proving that the findings of fact are true and accurate. Itemized listings of findings of fact and material factual evidence should be included or attached.	

System for Award Management (SAMS) report is required for selected vendor

SAMS Report is a Mandatory Subawardee Action	
☐	1. Check System for Award Management (SAM) for debarment/suspension.
☐	2. Print SAMS report page and attach to this form.

Certification

I certify the above information is true and accurate. Documents related to this procurement are on file and available upon request.

Subawardee Project Manager's Signature

Date

Printed Name and Title

Guidance for Procurement Method

(For reference purposes only)

Single Source or Non-Competitive Evidence Guide

- Single source requests must be submitted with **written evidence to support the request.** (CFR 200.320(f))
- Per CFR 200.320(f), the written evidence must support an independent examination and determination of the material facts of the procurement – meaning that anyone should be able to pick up the file, read it, and understand why the decision was made as it was - and must address why:
 - There is a public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (CFR 200.320(f) (2))
 - It is not practical to award a contract using a more competitive method. (CFR 200.300(f)(3))
 - Award of a single source contract is in the state's best interest. (CFR 200.300(f)(4))
- Examples of subject matter experts as used below could be a **program manager/director, division director, IT manager, or other high-level support staff for the program/project.**
- Evidence requirements can and will vary from request to request and the below is not intended to be an all-inclusive list.

Proprietary Product or Service Least Complex

- ✓ Written testimony from the Program Manager and/or subject matter expert(s) clearly describing:
 - *Their name, title, and experience with the program and why this qualifies him/her to speak authoritatively on the matter.*
 - *Why the product or service is needed.*
 - *Why the proprietary product or service is the only one that will work for the program.*
 - *Quantified potential time and/or cost impacts if the product or service were not purchased, like:*
 - *Costs to transition to another product that outweigh any potential savings.*
 - *Investments made in the current product – training, specialized equipment, etc. – that would be lost.*
 - *Voiding existing equipment warranties or maintenance agreements.*
 - *Lack of compatibility.*
 - *Why using a competitive process is not practical.*
- ✓ Written testimony from the vendor clearly describing:
 - *They are the only source of the proprietary product or service.*
 - *They do not offer their product or service through dealers or resellers or, if they do, that the pricing through a dealer or reseller would be the same or higher.*
- ✓ Any documentation and/or records that support an existing agency standard.
- ✓ Copies of any previously approved documents directly related to the project.

Unique Skill/Knowledge

- ✓ Documented research that demonstrates why it's not practical to compete the services. Web search results are often used.
- ✓ Online or newspaper posting stating the intent to award a single source contract, describing the services, and seeking additional vendors and results.
- ✓ Written testimony from the Program Manager and/or subject matter expert(s) clearly describing:
 - *Their name, title, and experience with the program and why this qualifies him/her to speak authoritatively on the matter.*
 - *Why the selected vendor's unique skills and/or knowledge is the best for the program.*
 - *Quantified potential time and/or cost impacts if a different vendor were selected, like:*
 - *Impacts to data/research already performed.*
 - *Taking longer to perform the work.*
 - *Needing X number of hours to come up to the same level of expertise as the requested vendor, costing the state Y amount more.*
 - *Why using a competitive process is not practical.*
- ✓ Written testimony from the vendor clearly describing their unique skill or knowledge and how they came to possess it. (Resume, CV, references, sample work, etc.)
- ✓ Written testimony from other vendors or third parties describing their inability to provide the same unique skill or knowledge and/or supporting the requested vendor.
- ✓ Copies of any previously approved documents directly related to the project.

Guidance for Procurement Method

(For reference purposes only)

Sole Source OR a single vendor response to a non-competitive bid

Subawardees Guidance:

Justification:

Must explain why vendor was chosen by completing Justification block must be filled out explain why vendor was chosen

Procurement Method:

Provide all written supporting documents providing justification of sole source or single vendor selection.

Award:

Must be within accordance of the specifications and award criteria in the solicitation to the responsive, responsible bidder and justification of sole source or single vendor selection.

Regulations: Code of Federal Regulations, State/ Local Procurement Rules

2 C.F.R. § 200.320 (f): Procurement by non-competitive proposals.

State/Local Procurement Rules

SAMS Report is a Mandatory Subawardee Action

Subawardee Instruction:

Check the federally debarred/suspended vendors at System for Award Management at www.sam.gov prior to execution of any procurement or contract (regardless of amount).

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the communication from Leon LaFreniere, Planning & Community Development Director, requesting approval of the City's updated HUD Section 3 and Minority Business Compliance Plan be approved.

(Unanimous vote with the exception of Alderman Barry who was absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Hammond", with a stylized flourish at the end.

Clerk of Committee



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: August 25, 2021

Re: Update of City's HUD Section 3 & Minority Business Compliance Plan

The City is required to update its Section 3 Compliance Plan to reflect the new Housing and Urban Development (HUD) rule that has been in effect since July 1st, 2021.

The Section 3 rule has the objective of ensuring that construction and lead abatement projects funded with HUD funds also benefit low- or moderate-income workers and business concerns that are contracted by the City. The new rule defines benchmarks on labor requirements that applies to City construction projects that use more than \$200,000 in HUD funds, as well as lead abatement projects that receive more than \$100,000 in financial assistance from the Manchester Lead Program.

The update to the City's Section 3 Plan outlines how the City and its contractors / subcontractors will comply with the new Section 3 requirements, as well as procedures for reporting on labor hours performed by low- or moderate-income workers and eligible businesses. The Plan also has a section on Minority and Women-Owned Business Enterprise (MBE & WBE) to streamline outreach and procurement efforts the City also has to report to HUD.

A copy of the Section 3 & Minority Business Compliance Plan has been included for your review and Planning Staff is available to provide a brief overview of the requirements the City has to report on.

Your approval of this document is respectfully requested.

HOUSING AND URBAN DEVELOPMENT ACT OF 1968
SECTION 3 AND MINORITY BUSINESS COMPLIANCE PLAN

FOR

THE CITY OF MANCHESTER, NEW HAMPSHIRE
DEPARTMENT OF PLANNING
AND COMMUNITY DEVELOPMENT

SEPTEMBER 2021

I. Policy Statement

The City of Manchester supports the Department of Housing and Urban Development's (HUD's) legislative efforts to provide preference to low- and very low-income residents of the local community (regardless of race and gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD funded projects.

It is the policy of the City of Manchester to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status. The City implements this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for residents of the City and other qualified low- and very low-income persons residing in low-moderate income areas.

The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of low-moderate income residents and other eligible persons and business by contractors working on contracts partially or wholly funded with the United States Department of Housing and Urban Development (HUD) monies. The City shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to low-moderate income residents prior to acting on any proposed contract award.

Additionally, the City of Manchester will prescribe procedures to establish and oversee a minority outreach program. This program is to ensure the inclusion of Minority and Women-Owned Business Enterprise (MBE & WBE) in all contract activities entered into by the City of Manchester in its effort to facilitate the provision of affordable housing.

II. Section 3 Purpose and Benchmarks

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u) requires the City of Manchester to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when:

- The total amount of assistance to the project exceeds a threshold of \$200,000.
- The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 *et seq.*; and/or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*).

HUD's regulations on Section 3 can be found in the Code of Federal Regulations, at 24 CFR 75.

II.1. Eligible Projects

All projects/activities involving 1) housing rehabilitation and demolition including reduction and abatement of lead-based paint hazards, but excluding the routine maintenance, repair and replacement; 2) housing construction; and 3) other public construction (e.g. roads, sewers, community centers, etc.) that are completed with HUD Community Planning and Development funding are subject to the requirements of Section 3.

HUD Community Planning and Development programs subject to Section 3 include the Community Development Block Grant (CDBG), HOME, Emergency Services Grant (ESG), Neighborhood Stabilization Program (NSP), Lead Hazard Reduction Demonstration and Economic Stimulus, among others.

II.2. Numerical Benchmarks

The following benchmarks must be met for housing and community development financial assistance projects that are subject to Section 3 rule

- 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project must be completed by *Section 3 Workers*.
- 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project must be completed by *Targeted Section 3 Workers*.
 - ❖ The 5 percent is included as part of the 25 percent threshold.

III. City of Manchester Section 3 Policies and Procedures

The City of Manchester will incorporate Section 3 in all procurements generated for use with HUD funding and follow benchmark requirements set forth in 24 CFR Part 75 for awarding projects subjected to Section 3 requirements

The following Bid Specifications and Contract clause, as specified in Attachment A, must be included in all City of Manchester bid specifications and contracts whose funding is derived from HUD and involves housing construction, demolition, rehabilitation, or other public construction subjected to Section 3 requirements.

"The work to be performed under this bid specification contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD –assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low- income persons, particularly persons who are recipients of HUD assistance for Housing."

All subrecipients / contractors awarded Section 3 projects will be required to submit a Section 3 Reporting Form, as specified in Attachment E, prior to the project completion in order to report on Section 3 benchmarks. Supporting documentation records must be kept for at least three years and made available for City review upon request, in accordance with 2 CFR § 200.334.

III.1. Section 3 Business Concerns

To be considered a Section 3 Business Concern, at least one of the following must apply:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

The status of a section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees. Nothing in this section shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

All contractors and businesses working on a project subjected to Section 3 requirements will have to complete the Application for Certification as a Section 3 Business Concern form (Attachment B). Such certifications shall be adequately supported with appropriate documentation.

III.2. Section 3 Worker

A Section 3 Worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is low- or moderate-income as the term is defined by HUD (at or below 80% Area Median Family Income for a one-person family);
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild participant.

The status of a section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets the definition of a section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

See attached Section 3 Worker Self-Affirmation Form (Attachment F) for applicable documentation.

III.3. Targeted Section 3 Worker

A Section 3 Targeted Worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

1. is employed by a Section 3 Business Concern; or
2. currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census; or

- b. A YouthBuild participant.

Targeted section 3 worker does not exclude an individual that has a prior arrest or conviction.

See attached Section 3 Worker Certification form (Attachment F) for applicable documentation.

III.4. Business Certification and Priority for Contracting with Section 3 business concerns

The City of Manchester will make its best efforts to facilitate the registration of Section 3 business concerns by providing contractors HUD's Section 3 Business Registry Form that allows for streamlined registration and self-certification. (Attachment B). All Section 3 business concerns which have certified their status to the City of Manchester will be given the opportunity to list their business on the Section 3 Business registry.

The City of Manchester will also make its best efforts, where possible, to award contracts and subcontracts to Section 3 Business Concerns that provide economic opportunity to Section 3 workers as prescribed in 24 CFR 75.9 (b). Any efforts must also comply with the requirements of the City Procurement Code.

III.5. Section 3 Recruitment, Training and procedures for Employing Section 3 Workers

To the greatest extent feasible, and consistent with existing Federal, State, and Local laws and regulations, the City of Manchester shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the Manchester NH Metropolitan area.

Training programs will be made available to low- and very-low income workers, to help connect them with skills necessary to compete for the Section 3 jobs where feasible. Existing HUD Section 3 Opportunity Portal will be utilized to prioritize outreach to Section 3 workers in the service area of Section 3 projects, as well as Youthbuild participants. Other Section 3 workers will also benefit from the opportunities provided. In conjunction with the aforementioned business registry, contracts (Attachment A) will include a clause stipulating that opportunities arising from the Section 3 project be posted on HUD's Section 3 Opportunity Portal.

By promoting the Section 3 Opportunity Portal, the City of Manchester will help connect Section 3 workers to employment and training opportunities, and Section 3 Business Concerns to labor resources and contracting opportunities. In utilizing this existing resource, the City will help to maximize opportunity for economic mobility for low- and very low-income workers.

III.6. Compliance to Section 3

To ensure compliance with Section 3 requirements, the City of Manchester will document actions taken to comply, including but not limited to:

1. Publishing all projects subjected to Section 3 in HUD Section 3 Opportunity Portal: <https://hudapps.hud.gov/OpportunityPortal/>. All subrecipients / contractors of Section 3 projects will also be encouraged to publish job opportunities related to the project in the HUD Section 3 Opportunity Portal in order to attract Section 3 Workers.

2. All subrecipients / contractors of Section 3 projects will be encouraged to use subcontractors listed in the New Hampshire Department of Transportation's Disadvantaged Business Enterprise (DBE) Directory (https://www.nh.gov/dot/org/administration/ofc/dbe_overview.htm) and in the Massachusetts Supplier Diversity Office (SDO)' DBE Directory (<https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>).
3. Promoting periodic trainings and targeted outreach to qualified Section 3 Workers, as well as set strategic partnerships to accomplish job readiness efforts in order to advance the goals of the Section 3 program. All training opportunities will be published in HUD Section 3 Opportunity Portal.

The City will notify the Manchester Housing and Redevelopment Authority, Manchester Community Resource Center and local job training centers of new employment, training, or contracting opportunities resulting from the expenditure of covered funding.

4. Incorporating Section 3 clause into covered contracts (Attachment A) and educate subrecipients / contractors about their Section 3 responsibilities.
5. Assisting and actively cooperating with HUD in ensuring contractors and subcontractors comply with Section 3.
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations; and
7. Documenting actions taken to comply with Section 3 and submitting Section 3 benchmark reports through IDIS.

V. Minority and Women-Owned Business Enterprise Outreach

In accordance with Section 281 of the National Affordable Housing Act, the City of Manchester will make a good-faith, comprehensive, and continuing effort to implement programs which ensure the inclusion, to the maximum extent possible, of firms owned by minorities (MBE's) and women (WBE's). The City of Manchester will utilize all applicable local resources to achieve this goal, and provide the requisite staff resources and public statements to ensure effective implementation of the section.

V.1 Qualitative MBE/WBE Outreach Efforts

The City of Manchester will ensure that outreach efforts are in compliance with applicable HUD guidance, as well as federal, state, and local regulations.

- a. The City of Manchester will utilize the New Hampshire Department of Transportation's (NHDOT) Disadvantaged Business Enterprise (DBE) Directory to ensure that awareness is maintained of business enterprises certified as minority or women-owned, as well as an inventory of their respective capabilities and services provided. (See V.2 for more information about the New Hampshire Department of Transportation's DBE requirements)

- a. The City will also combine Section 3 efforts with MBE/WBE outreach and tracking efforts, by encouraging businesses to self-certify as Minority or Women-owned business enterprises as they fill out the Section 3 business self-certification form. (attachment B) As a result, when a Section 3 business is added to the HUD Section 3 Business Registry with an MBE or WBE designation, the business will also benefit from the outreach that is being taken to reach out to Section 3 businesses.
- b. Various types of media will be used to market and promote contract/business opportunities to firms certified as MBEs and WBEs. In supporting this, informational materials will be developed to ensure that the outreach program is as well-rounded and informative as possible. This can also include in person or virtual meetings, conferences, and other types of traditional outreach to MBEs and WBEs.
 - a. Using a combination of database-driven and public-square outreach, the City of Manchester will endeavor to make MBEs and WBEs aware of opportunities created as a result of Manchester's efforts to provide affordable housing.
- c. City procurement procedures should take into account the need to facilitate provision of opportunities for MBEs and WBEs to participate in relevant procurement actions.
- d. The City will ensure policies are in place to facilitate maintenance and recording of statistical data on the utilization of MBEs and WBEs as contractors/subcontractors in all HUD-assisted program contracting activities.
- e. The City of Manchester will include clauses in all covered contracts mandating compliance with the City's MBE/WBE outreach and contracting initiatives, in accordance with Section 281. Clauses are also included to ensure that all contractors and subcontractors practice a policy of nondiscrimination.

V.2 Coordination with Disadvantaged Business Enterprise Program

In order to achieve compliance with Section 281 of the National Affordable Housing Act, one avenue used by the City of Manchester is the New Hampshire Department of Transportation's (NHDOT) Disadvantaged Business Enterprise (DBE) program. This is a program which is administered by the NHDOT to ensure nondiscrimination, to create a level playing field, removing barriers to participation of DBEs in federal contracts, and assist in the development of firms that can compete successfully in the marketplace outside of the DBE program.

The NHDOT actively works to process applications for DBE status, and maintains a directory of all certified DBEs. This directory includes general information about each such business. Due to the fact that certified DBEs can also be considered MBEs and WBEs, the use of this database allows the City of Manchester to comply with Section 281 requirements through the utilization of an existing and complementary initiative by our state partners. Under this program, once a WBE or MBE gets certified as a DBE, they will be eligible for a variety of substantial benefits. These include listing in the DBE Directory which is available to government agencies and the general public; receiving bidding information about upcoming projects; receiving limited free business development services; as well as training and networking opportunities.

The State of Massachusetts also maintains a DBE Directory through the Supplier Diversity Office (SDO). Since projects in Manchester may pull from both labor pools, both directories will be utilized

Through using these Directories and harmonizing Manchester's program with existing state programs, greater synergy can be achieved to allow for easier pathways to opportunity for MBEs and WBEs.

More information about the NHDOT DBE program can be found at the [NHDOT website](#). Information about the Massachusetts DBE program can be found at the [Commonwealth of Massachusetts website](#).

V.3 Coordination with Section 3 Outreach Efforts

In order to comply with Section 3, the existing HUD Section 3 Opportunity Portal will be utilized to prioritize outreach to Section 3 workers in the service area of Section 3 projects, as well as Youthbuild participants. Other Section 3 workers will also benefit from the opportunities provided. In conjunction with the aforementioned business registry, contracts (Attachment A) will include a clause stipulating that opportunities arising from the Section 3 project be posted on HUD's Section 3 Opportunity Portal.

By promoting the Section 3 Opportunity Portal, the City of Manchester will help connect Section 3 workers to employment and training opportunities, and Section 3 Business Concerns to labor resources and contracting opportunities. As a part of this effort, the City of Manchester will request firms participating in covered contracts to fill out the Section 3 Business Concern Self-Certification. (attachment B) This allows the City to collect data, and also allows the business to be registered in the opportunity portal. A part of this this effort, includes giving business the option to self-certify as MBEs or WBEs at the same time. This will have the effect of allowing the HUD Section 3 opportunity portal to serve as a secondary registry of firms who self-certify as either WBE or MBE businesses.

Since outreach to section 3 businesses already includes utilizing the Section 3 business portal, encouraging eligible WBE and MBE firms to complete this self-certification will allow them to access a variety of resources for information about potential contract or subcontracting opportunities. This is another area where outreach to MBE and WBE firms can be achieved in coordination with implementing other initiatives, resulting in operational efficiencies and more holistic view of providing opportunities to disadvantaged individuals and the firms they own and operate.

VI. Reporting

Section 3 Annual Reporting

The City of Manchester will report to HUD annual accomplishments regarding employment and other economic opportunities provided to low- and very low- income persons under Section 3.

The Integrated Disbursement and Information System (IDIS) will be utilized by the City of Manchester to report, for all Section 3 projects, in the manner prescribed by HUD:

- i) The total number of labor hours worked
- ii) The total number of labor hours worked by Section 3 Workers; and
- iii) The total number of labor hours worked by targeted section 3 workers.

a. Opportunity for Bonus Points

The City of Manchester may obtain bonus points in meeting Section 3 benchmarks by reporting labor hours conducted by qualified Section 3 Workers in Professional Services contracts. The Planning and Community Development Department will take the necessary steps to identify all Professional Service contracts that could be reported towards the City's Section 3 benchmarks for each fiscal year.

b. Qualitative Efforts for Compliance with Section 3

If the Section 3 Benchmarks described in 24 CFR § 75.23 are not met, the City of Manchester will report on the qualitative nature of its Section 3 compliance activities, as well as those of its contractors and subcontractors.

These efforts may include: 1) Engaging in outreach efforts to generate job applicants who are targeted Section 3 workers; 2) Providing training or apprenticeship opportunities for Section 3 workers and targeted Section 3 workers; 3) Providing technical assistance to help Section 3 business concerns understand and bid on contracts; 4) Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses; 5) Engaging in outreach to identify and secure bids from Section 3 Business Concerns; 6) Providing assistance to Section 3 Workers and Targeted Section 3 Workers to apply for/attend vocational/technical training; and 7) Connecting Section 3 workers and Targeted Section 3 Workers with assistance in seeking employment.

All reporting of labor hours, and of qualitative efforts will be carried out in conformity with the requirements of 24 CFR § 75.25, *Reporting*. Reporting activities will be carried out on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

Documentation

In order to demonstrate that a worker meets the definition of a Section 3 Worker or Targeted Worker, the program may utilize the following documentation:

1. Worker Self-Affirmation Form (Attachment F);
2. Employer's Section 3 Business Concern Certification (Attachment B);
3. Employer's Section 3 Summary Report (Attachment E); or
4. Other.

All supporting documentation records must be retained for at least three years, in accordance with 2 CFR § 200.334, Retention Requirements for Records.

Additionally, central records with statistical data will be maintained on the utilization and participation of Minority Business Enterprises and Women-owned Business Enterprises as contractors/subcontractors in all HUD-assisted program contracting activities. This will be done in accordance with all applicable state, federal, and local laws and policies, as well as with all published HUD guidance.

VII. Internal Complaint Procedure

Any individual or entity that suspects violation of Section 3 of the Housing and Urban Development Act of 1968 or Section 281 of the National Affordable Housing Act may file a formal complaint to the City of Manchester Planning and Community Development Department. Complaints must contain the name of the complainant and a brief description of the alleged violation. Complaints should be addressed to:

Planning and Community Development Department
One City Hall Plaza
Manchester, New Hampshire 03101
Phone: (603) 624-6450 or (603) 624-6475
Fax: (603) 624-6529 or (603) 624-6324
E-Mail: pcd@manchesternh.gov
Website: www.manchesternh.gov

Any complaints received will be directed to the Community Improvement Program Division. Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation. The Community Improvements Program Division will conduct an informal investigation affording all interested parties the opportunity to submit testimony and evidence pertinent to the complaint. The Community Improvements Program coordinator shall issue a letter detailing the findings of the investigation, and a plan for addressing any violations found to be credible, not more than sixty (60) days after the filing of the complaint. If no conclusion is reached within the aforementioned sixty (60) days, the Community Improvements Program Coordinator shall issue a letter detailing the reasons for the delay, and a proposed timeline for reaching a final conclusion. The Community Improvements Program Division will provide a formal report to the HUD Field Office that oversees the Section 3 program no more than thirty (30) calendar days after the issuance of the statement of findings.

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

VIII. Definitions

Contractor — any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Disadvantaged Business Enterprise – the New Hampshire Department of Transportation operates this program in compliance with Federal Department of Transportation rules to

ensure that federal contracts are issued fairly, on a level playing field, and without discrimination. See *Section V.2* or the [NHDOT website](#) for more information.

Labor hours - means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-Income Person(s) — families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Material supply contracts - contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services - non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Recipient — any entity which receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Registered Apprenticeship Program - [Registered apprenticeship program](#) is a program by the Department of labor to facilitate provision of apprenticeships validated by the U.S. Department of Labor or a State Apprenticeship Agency.

Section 3—Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Covered Project — the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 8-Assisted Housing — housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Section 281 – Section 281 of the National Affordable Housing Act requires each participating jurisdiction to prescribe procedures acceptable to the Secretary to establish and oversee a minority outreach program.

Small Business Association (SBA) 8a Program – The [SBA's 8\(a\) business development program](#) is a program intended to help level the playing field for small businesses owned and

operated by disadvantaged people or entities. 8A is a part of the federal government's goal to award at least 5% of federal contract dollars to small disadvantaged businesses each year.

Subcontractor — any entity (other than a person who is an employee of the contractor) that has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Service area or the neighborhood of the project — area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Youth Build Participant — YouthBuild programs are community-based pre-apprenticeship programs that provide job training and educational opportunities for at-risk youth ages 16-24, receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226)

ATTACHMENT A

SECTION 3 CLAUSES

The City will ensure that the following clauses are included in all Section 3 covered contracts. The contractor and subcontractors (where applicable) will be bound by its provisions.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

C. The contractor agrees to post any job or training opportunities related to this project at HUD Section 3 Opportunity Portal (<https://hudapps.hud.gov/OpportunityPortal/>), and send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause. The contractor shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractors of Section 3 projects agree to make a good faith effort to attract subcontractors listed in the New Hampshire Department of Transportation's Disadvantaged Business Enterprise ([DBE Directory](#)) or the State of Massachusetts' [DBE Directory](#).

E. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

F. The contractor agrees to provide the Application for Certification as a Section 3 Business Concern (Attachment B) and, if necessary, Section 3 Worker Self-Affirmation forms (Attachment F) for each worker on the project to the City of Manchester Planning and Community Development Department.

G. The contractor agrees to retain all documentation records pertaining to Section 3 requirements of this project for at least three years and made available for City review upon request, in accordance with 2 CFR § 200.334.

H. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

ATTACHMENT B

HUD SECTION 3 BUSINESS REGISTRY CERTIFICATION City of Manchester Planning and Community Development

Use this form to self-certify your Section 3 business.

Business Information

Business Name*: _____

Address* (Street, City, State, ZIP): _____

Business phone Number*: _____

Business Website: _____

Business Contact Person*: _____

Business Email*: _____

Contact Person Phone Number: _____

Business Details

Number of Employees*: _____

North American Industry Classification System (NAICS): _____

DUNS Number: _____

Areas NOT Willing to serve: _____

Business License: _____

Year Business Established*: _____

Employer Identification Number: _____

Business Capabilities Narrative: _____

Small Business

Identify as a small business ____

* [Am I a small Business?](#)

Business Designations

___ DOL Registered Apprenticeship provider

___ DOL Youthbuild Participant/Grantee

___ HUBZone Firm*

___ Labor Union Certified Firm

___ Minority-Owned Business

___ SBA 8a Firm

___ Public Housing Resident Owned Business

___ Woman Owned Business

* *HUBZone Firm Have its principal office located in a historically underutilized business zones, or have at least 35 percent of its employees living in a [Qualified HUBZone](#).*

Provided Services

☐ Accounting	☐ Architecture	☐ Asphalt/Paving	☐ Brick Masonry
☐ Carpentry	☐ Consulting	☐ Demolition	☐ Electrical
☐ Engineering	☐ General Contractor	☐ HVAC	☐ IT
☐ Insulation	☐ Janitorial	☐ Landscaping	☐ Lead Hazard Control
☐ Maintenance	☐ Painting Dry Wall	☐ Plumbing	☐ Roofing
☐ Security	☐ Signage/Graphics	☐ Steel Fabrication	
Other _____			

Currently Hiring

Yes ___* No ___

*If yes, HUD's Section 3 Opportunity Portal is a resource for posting employment opportunities for Section 3 eligible workers.

Section 3 Criteria Self-Certification (Current)*

Your business is eligible to apply for preference as a section 3 business if, in addition to meeting all applicable state and local regulations, it self-certifies that it meets one or more of the following criteria, documented within the last six-month period. Initial all that apply.

- ☐ A. It is at least 51% owned and controlled by low- or very low-income persons;
☐ B. Over 75% of the labor hours performed for the business over the prior three-month period are performed by section 3 workers; (\$24.06/hr or \$50,050/year)
☐ C. It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
☐ My business does not meet any of the listed criteria

Self-Certification

By Signing this form, my business certifies that the statements and information contained on this form are true and accurate, and meet the required HUD Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75. HUD accepts the firm's self-certification that it meets the requirements of a Section 3 Business, but has not validated this claim or substantiated its validity. HUD does not endorse the services provided by any firms that apply for self-certification. A Section 3 business is not entitled to a contract simply by being listed in the HUD Section 3 Business Registry database. Businesses that self-certify their eligibility may receive preference as a Section 3 business, subject to verification from local recipient agencies or HUD. Information that is misrepresented on this form will be grounds for terminating Section 3 certification, or any contract(s) that may be awarded. Firms that misrepresent their eligibility to receive preference as a Section 3 business may face financial or criminal penalties.

___ I authorize the City of Manchester to submit this information to the HUD Section 3 Business Registry on my behalf (initial if applicable)

Business owner:*

Sign: _____ Date _____

Print: _____

ATTACHMENT C

SECTION 3 FACT SHEET MANCHESTER PLANNING AND COMMUNITY DEVELOPMENT

What is section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 which aims to ensure that employment opportunities generated as a result of HUD assistance are directed to low- and very low-income people.

What does it apply to?

For housing and community development programs, Section 3 applies to projects where the total amount of HUD assisted funding exceeds \$200,000. For Lead Hazard Control and Healthy Homes programs, the threshold is \$100,000.

What is expected of contractors?

As a contractor working on a Section-3 covered project, you should prepare to provide the following information:

- total number of labor hours your firm will expend on a HUD assisted contract.
- how many of those hours will be worked by *Section 3 workers* or *Targeted Section 3 Workers*, as defined below.
 - ❖ You should aim to have at least 25% of hours worked by *Section 3 Workers* and at least 5% of hours worked by *Targeted Section 3 Workers*.
- fill out the Section 3 Business Concern self-certification form.
- make efforts to prioritize Section 3 workers when they are qualified for the job you're looking to fill.
- post job openings on the HUD Section 3 opportunity portal.

What is a Section 3 worker?

A section 3 worker is a worker who meets one of the following, or met one of the following when hired in the past five years:

- a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see Income Limit section below)
- b. The worker is employed by a section 3 business
- c. A Youthbuild program participant

What is a targeted Section 3 worker?

Targeted Section 3 worker is a worker that meets one of the following, or met one of the following when hired in the past five years:

- a. Employed by a section 3 business concern
- b. Currently fits or when hired fit at least one of the following categories, as documented within the past five years
 - a. Living within the service area or neighborhood of the project, as identified by the HUD service area digital tool. (LINK)
 - b. A Youthbuild participant

What is a section 3 business concern?

To be a Section 3 business, your business must meet at least one of the following:

- a. At least 51% owned and controlled by low- or very low-income persons (see Income Limit section below)
- b. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers
- c. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

What is YouthBuild?

YouthBuild programs are community-based pre-apprenticeship programs that provide job training and educational opportunities for at-risk youth ages 16-24 under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226). Nearby YouthBuild programs include CTI YouthBuild of Greater Lowell and Youthbuild Lawrence, of Lowell and Lawrence MA, respectively. For more information, visit <http://youthbuild.org/our-programs/>.

What are the income limits?

Section 3 Worker Income Limits – Greater Manchester Region, NH – FY 2021

Hourly rate for a full-time worker: not more than **\$24.06 per hour or \$50,050 a year**

What if I have more questions?

If you have any questions, please contact Julia Vieira, Planner (jvieira@manchesternh.gov or 603-792-6722) or Joseph Perez, Planner (jperez@manchesternh.gov or 603-792-6725) at the Planning and Community Development Department

*Planning and Community Development Department
One City Hall Plaza
Manchester, New Hampshire 03101
Phone: (603) 624-6450 or (603) 624-6475
Fax: (603) 624-6529 or (603) 624-6324
E-Mail: pcd@manchesternh.gov*

Why is it important to report this information?

This project is funded through the City of Manchester, NH entitlement funds received from the U.S. Department of Housing and Urban Development (HUD). To comply with HUD Section 3 program, the City is required to collect residency and income information from businesses and workers involved with construction-related programs with budgets of \$200,000 or more (or \$100,000 for the Lead Hazard Reduction Program). **In accordance with the City of Manchester Section 3 Plan, as Subrecipient / Contractor of a Section 3 Project, you are required to provide this Section 3 Reporting Form prior to the project completion.**

ATTACHMENT D

Won a Section 3 Covered Contract?

Congratulations! The Section 3 program is an initiative by the Department of Housing and Urban Development designed to provide pathways to employment for low- and very-low income workers. Your firm plays a key role in implementing this rule.

First, decide if your business qualifies as a Section 3 business concern. If you meet any of the criteria listed in the definition on the fact sheet, you do! If you qualify, and you give us permission, we will add your business to the HUD Section 3 business registry, which can help HUD grant recipients locate your business when they are looking to award a Section 3 covered contract. If you don't meet one of the criteria listed there, that's OK. You can still meet the requirements of Section 3.

Fill out the Section 3 Summary report. This will ask you to provide the total number of labor hours your firm expects to put towards this project. It will ask you how many of the hours will be worked by Section 3 workers, and how many will be worked by Targeted Section 3 workers. Read those definitions in the fact sheet to determine which of your workers qualify.

If your breakdown of hours worked changes during the contract, notify the Manchester Community Improvements Program in writing of the change, and of the reason for the change. Please make sure you're keeping track of hours worked by these types of workers, as the Community Improvements Program may need this information at some point.

If the hours to be worked meet the requirements set by HUD, you're all set. If they don't the Community Improvements program may request other information. You may be asked to provide information about any efforts you are taking to hire Section 3 or Targeted Section 3 workers, or to provide additional information about your employees.

Complying with Section 3 is required on certain federally funded contracts, but more than that it is a way your firm can help to provide economic opportunity to low- and very low-income workers. The Manchester Community Improvements Program thanks you in advance for your work, and for complying with this updated Federal requirement.

Sincerely,

*Planning and Community Development Department
One City Hall Plaza
Manchester, New Hampshire 03101
Phone: (603) 624-6450 or (603) 624-6475
Fax: (603) 624-6529 or (603) 624-6324
E-Mail: pcd@manchesternh.gov*

ATTACHMENT E

**SUBRECIPIENT / CONTRACTOR SECTION 3 REPORTING FORM
(FY 2021)**

Project CIP Number/Name -

Name of Contractor/Subcontractor -

Amount of HUD Assistance Provided -

To be completed by contractor:*

Please review the Section 3 Fact Sheet to familiarize yourself with the definitions of the terms below*

Self-Certification of Section 3 Compliance

- 1. For Lead Projects only** – Number of workers that participated in the City of Manchester Lead Program Worker/Supervisor Training.
- 2.** Are you a section 3 business? (Yes or No – Mark Yes if you checked at least one of the items A – C in the Section 3 Business Concern Certification Form)
- 3.** Estimated total number of labor hours your firm will expend on this contract -
- 4.** Estimated total number of labor hours to be expended by workers who are or when hired in the past five years earned not more than **\$24.06 per hour**.
- 5.** Estimated total number of labor hours expended by workers that are or have been within the past five years a participant of a YouthBuild Program.
- 6.** Estimated number of labor hours to be expended by workers that live within the service area below – (5% minimum)

Insert Map

Please keep your employee's certifications of Section 3 status on file for a period at least of three years, as required by 24 CFR § 75.31. The same worker may be counted as a Section 3 worker for a period of five years from the time when their initial certification is established.

Should there be any change to the predicted labor hours due to an unforeseen change in project conditions, please notify the City of Manchester in writing. Please state the reason for the change, and the new breakdown of hours to be worked by the above listed categories of workers.

By signing, I certify that the information provided is accurate to the best of my knowledge, and that I will provide any information necessary to verify compliance with the provisions of Section 3.

Sign: _____

Date: _____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR 3 YEARS

For Planning and Community Development Department Use Only:

CHECKLIST

Section 3 Business Concern form __

Is this subrecipient/contractor a Section 3 Business Concern? __ YES __ NO

Section 3 Business Registry __

Section 3 Opportunity Portal __

Assurance of Compliance Form __

Final Project Review

Total Labor Hours:

Section 3 Targeted Worker Hours:

Section 3 Worker Hours:

Safe Harbor Benchmark Met: __ YES __ NO**

***If NO, provide narrative explanation of Section 3 Compliance actions in IDIS*

ATTACHMENT F

EMPLOYEE SELF-AFFIRMATION FORM FOR FY 2021

This project is funded through the City of Manchester, NH entitlement funds received from the U.S. Department of Housing and Urban Development (HUD). To comply with HUD Section 3 program, the City is required to collect residency and income information for persons involved with construction-related programs with budgets of \$200,000 or more (or \$100,000 for the Lead Hazard Reduction Program). **Your response is voluntary, confidential, and has no effect on your employment.** However, the information on the form will help the City maintain the federal funds that support this kind of project.

Employee Name:	Do you wish to provide this information? __ YES __ NO**
Employer Name:	**If you answer NO, please return this form to your employer.
Date of Hire:	
Employer section (to be filled out by employer) Total number of hours worked on this project:	

1. Are you a resident or were you a resident within the past five years of a public housing facility? __ YES __ NO
2. Are you a beneficiary or were you a beneficiary within the past five years of a Section 8 Housing Choice Voucher Program? __ YES __ NO
3. Are you a participant or were you a participant within the past five years of a YouthBuild Program? __ YES __ NO
4. I currently earn, or when hired within the past five years earned:
 - a. Hourly income ranges of __\$0 - \$24.06/hr __ \$24.06+/hr __ NA
 - b. Annual income ranges of __\$0 - \$50,050/year __ \$50,050+/year __ NA
5. Do you live in the service area below? __ YES __ NO

Insert Map

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: _____ Date: _____

Please, return this form to your employer.

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR 3 YEARS

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the request from Sharon Wickens, Finance Officer, to eliminate one (1) Financial Analyst I, grade 19, and add one (1) Financial Analyst II, grade 22, be approved.
(Unanimous vote with the exception of Aldermen Hirschmann and Barry who were absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clerk of Committee

Kathleen Ferguson
Human Resources Director



CITY OF MANCHESTER

Human Resources Department

August 26, 2021

Alderman Will Stewart, Chair
Human Resources and Insurance Committee
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Chair Stewart and HRIC Members:

Finance Officer Sharon Wickens is requesting a complement change. She would like to eliminate one (1) Financial Analyst I (2070) grade 19, and replace with one (1) Financial Analyst II (2080) grade 22.

Director Wickens has stated that the Finance Department has accounting and reconciliations of more than forty-three million dollars (\$43,000,000) from the American Rescue Plan Act (ARPA). The Financial Analyst II is more aligned with the monitoring and management of these Federal funds.

Director Wickens has confirmed she has funding available, to change the complement, within the Finance Department's FY 2022 budget.

Human Resources recommends:

- Eliminating one (1) Financial Analyst I (2070) grade 19 and;
- Adding one (1) Financial Analyst II (2080) grade 22.

Respectfully submitted,

Kathleen Ferguson, PHR, SHRM-CP
Human Resources Director



Sharon Y. Wickens
Finance Officer

Michele A. Bogardus
Deputy Finance Officer

CITY OF MANCHESTER
Finance Department

August 26, 2021

Kathleen Ferguson
Human Resources Director
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Director Ferguson,

Please consider this request for a complement change, removing a Financial Analyst I and adding a Financial Analyst II to the Finance Department. As you are aware, the project accounting and reconciliation of more than \$43 million dollars from the American Rescue Plan Act will be performed by the Finance Department. The impact of this will be the need for technical assistance to be given to accounting staff in the monitoring and management of these Federal funds. The Financial Analyst II will serve as an in-house consultant regarding comprehensive financial operations as well as the review and critique of any related reporting to Federal agencies.

There are additional examples of essential work, however I believe the responsibilities highlighted above support consideration for this position reclass.

Finance does have the budgeted salary in FY22 to cover this complement change.

Thank you for your consideration.

Respectfully,

Sharon Y. Wickens
Finance Officer

Cc: Michele Bogardus

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the request from Allen Aldenburg, Police Chief, to add one (1) Police Community Program Coordinator, grade 19, be approved.

(Unanimous vote with the exception of Aldermen Hirschmann and Barry who were absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand", with a stylized flourish at the end.

Clerk of Committee

Kathleen Ferguson
Human Resources Director



CITY OF MANCHESTER

Human Resources Department

August 26, 2021

Alderman Will Stewart, Chair
Human Resources and Insurance Committee
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Chair Stewart and HRIC Members:

Police Chief Allen Aldenberg is requesting to add a new ARPA (American Rescue Plan Act) funded Police Community Program Coordinator (9285) grade 19, which was approved by the Board of Mayor and Alderman on July 20, 2021.

This position will coordinate between the Police Department, Health Department, and other community partners to assist with the delivery of health care and public safety.

Chief Aldenberg has confirmed funding for this position through the ARPA funds, so this new addition will not have an impact on the Police Department's FY 2022 budget.

Human Resources recommends:

- Adding one (1) new Police Community Program Coordinator (9285) grade 19.

Sincerely,

Kathleen Ferguson, SHRM-CP, PHR
Human Resources Director

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

August 25, 2021

Kathleen Ferguson
Human Resources Director
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Ms. Ferguson

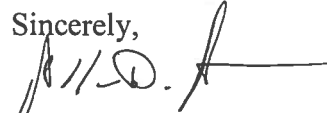
The Manchester Police Department is seeking approval to hire a Police Community Program Coordinator. This position is allotted to the agency through the American Rescue Plan Act and funding for which has been approved by the Board of Mayor and Aldermen.

The principal function of an employee in this class is to serve as a coordinator between the health department, police department, and other organizations related to public safety concerns. Specifically, this position will work directly with Health Department Community Health Workers to provide direction on activities that impact public safety and the well-being of the citizens of Manchester.

Duties will include gathering data about quality of life issues in relation to public health and safety, and to develop, implement and evaluate evidence-based programs regarding these issues and disseminate information to the public on all relative information.

The Manchester Police Department requests that the Police Community Program Coordinator candidate start at a Grade 19, Step 1.

If you have any questions, please do not hesitate to contact me at 792-5400 or at aaldenbe@manchesternh.gov.

Sincerely,


Allen D. Aldenberg
Chief of Police
Manchester Police Department

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



City of Manchester *New Hampshire*

In the year Two Thousand and twenty-one

AN ORDINANCE

“Amending Section 33.024, 33.025, & 33.026 (Police Community Program Coordinator) of the Code of Ordinances of the City of Manchester.”

SECTION 33.024 CLASSIFICATION OF POSITIONS to be amended as follows:

Establish Police Community Program Coordinator, Class Code 9285

SECTION 33.025 COMPENSATION OF POSITIONS to be amended as follows:

Establish Police Community Program Coordinator, Class Code 9285, Grade 19

SECTION 33.026 CLASS SPECIFICATIONS to be amended as follows:

Establish Police Community Program Coordinator, Class Code 9285, Grade 19 (specs attached)

This Ordinance shall take effect upon its passage and all Ordinances or parts of Ordinances inconsistent therewith are hereby repealed.



City of Manchester, New Hampshire

Class Specification

This is a class specification and not an individualized job description. A class specification defines the general character and scope of responsibilities of all positions in a job classification, but it is not intended to describe and does not necessarily list every duty for a given position in a classification.

Class Title	Police Community Program Coordinator
Class Code Number	9285-19

General Statement of Duties

Performs coordination between the police department, health department, and other community partners to assist with the delivery of evidence-based care and public safety; performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to serve as a coordinator between the health department, police department, and other organizations related to public safety issues. The work is performed under the supervision and direction of an assigned supervisor, but considerable leeway is granted for the exercise of independent judgement and initiative. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other department employees, municipal officials, private and public social service and health care agencies and the public. The principal duties of this class are performed indoors and outdoors often in high risk areas.

Examples of Essential Work (illustrative only)

- Serves as a liaison between health department community health workers, and the police department;
- Facilitates the timely flow of information between the police department, health department, and other community organizations;

- Develops and sustains collaborative and mutually beneficial relationships with the citizens of Manchester;
- Assists with promoting the accessibility of policing services for groups that represent the community's cultural diversity;
- Provides direction on activities that impact public safety;
- Composes and presents information and materials upon request at varied community functions, events, and/or meetings that concern quality of life issues;
- Develops strategies and plans for public health and safety intervention in areas of the community requiring special attention;
- Develops health promotion strategies and materials to address documented public health and safety needs in the community;
- Provides services for populations in need, including in community settings such as schools and neighborhoods;
- Collects and maintains data relating to public health and safety issues;
- Performs complex research and assessments on various public safety issues, and designs and implements community prevention strategies;
- Gathers data regarding quality of life issues in relation to public health and safety;
- Develops, implements, and evaluates evidence based programs regarding health and safety issues and disseminates information to the public;
- Supervises, trains and evaluates assigned employees;
- Gives community presentations and coordinates conferences to increase awareness and define action plans to meet those needs;
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions;
- Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Responds to citizens' questions and comments in a courteous and timely manner;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Performs other directly related duties consistent with the role and function of the classification.
-

Required Knowledge, Skills and Abilities (at time of appointment)
--

- Thorough knowledge of evidence-based policing concepts, public health interventions, and crime reduction strategies;
- Thorough knowledge of research techniques and data analysis, federal, state, and municipal laws, regulations, and policies relating to community policing.
- Substantial knowledge of the relationships between life styles and health risks;
- Knowledge of state and local laws and ordinances;

- Ability to plan and supervise the work of subordinates and motivate personnel to be effective problem solvers;
- Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language;
- Ability to enhance productivity by using the skills of everyone in the workplace;
- Ability to communicate with organizations and individuals with varied missions and be able to reconcile those interests to meet the needs of the Police Department, the Health Department, and the community.
- Ability to understand and follow oral and/or written policies, procedures and instructions;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to operate or quickly learn to operate a personal computer using standard or customized software applications appropriate to assigned tasks;
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Graduation from an accredited college or university with a Bachelor's degree in Criminal Justice, Human Services, Public Health, or related;
- Some experience in public health, social work or related field; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

Required Special Qualifications

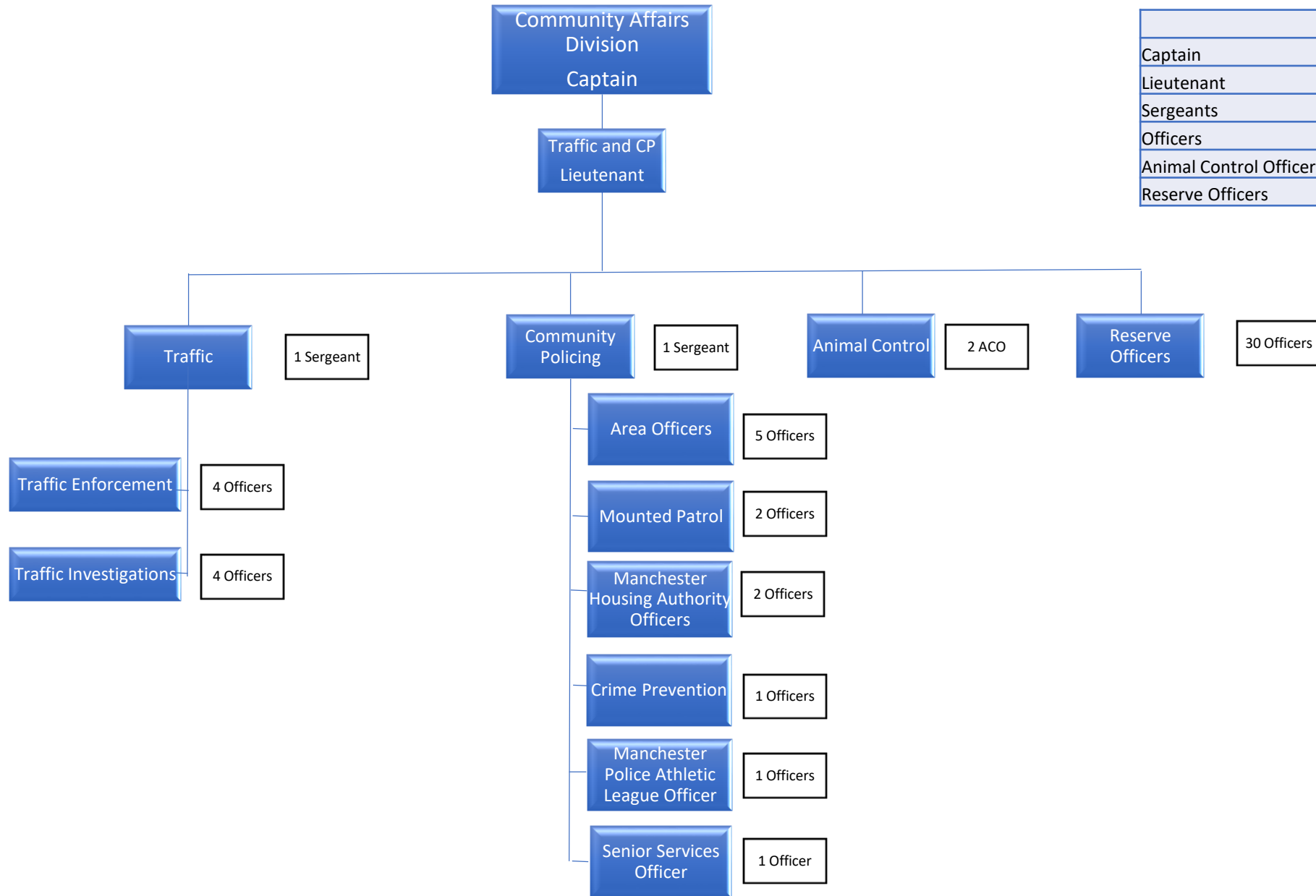
- Possession of a Valid New Hampshire Driver's License.

Essential Physical Abilities

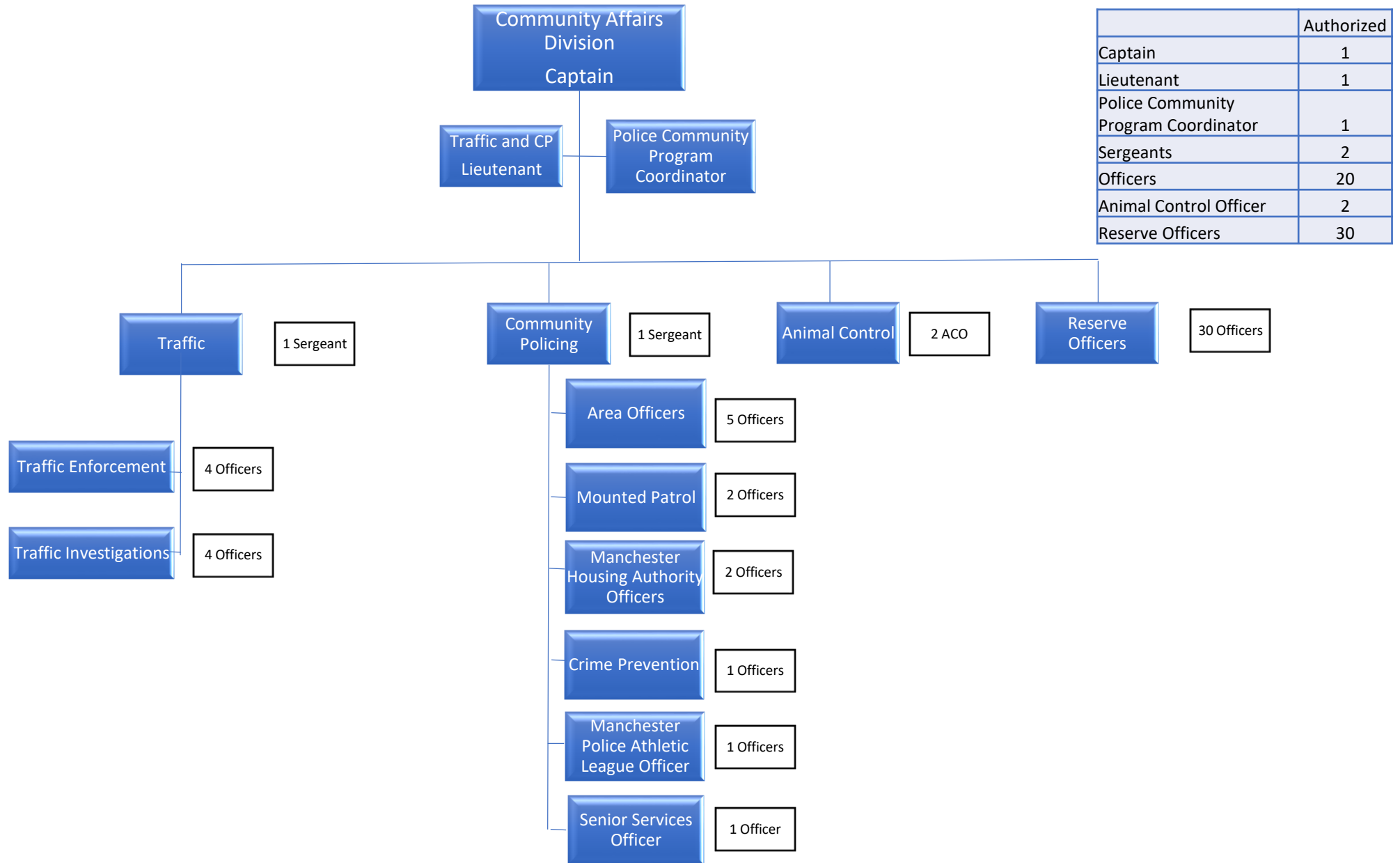
- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to review a wide variety of written material in both electronic and hardcopy form;

- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to function in operate a personal computer and related equipment;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to function in have access to various work sites throughout the City.

Approved by:_____ Date:_____



	Authorized
Captain	1
Lieutenant	1
Sergeants	2
Officers	20
Animal Control Officer	2
Reserve Officers	30



To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the following traffic regulations be approved:

NO PARKING ANYTIME

On Faltin Drive, south side, from Faltin Drive to a point 40 feet west

Alderman Shaw

On Valley Street, north side, from Taylor Street to a point 105 feet west

On Taylor Street, west side from Valley Street to a point 75 feet north

Alderman Sapienza/ Alderman Terrio

RESIDENT PARKING ONLY DURING SCHOOL HOURS

On Maple Street, east side, from a point 30 feet south of Bridge Street to a point 90 feet south

Alderman Roy

RESCIND 2 HOUR PARKING

On Maple Street, east side, from a point 76 feet south of Bridge Street to a point 44 feet south
(ORD 10035)

Alderman Roy

RESCIND RESIDENT PARKING ONLY DURING SCHOOL HOURS

On Maple Street, east side, from a point 30 feet south of Bridge Street to a point 46 feet south
(ORD 10034)

Alderman Roy

(Unanimous vote)

Respectfully submitted,



Clerk of Committee

Requested Changes to the Traffic Ordinance

Attn: Committee on Public Safety, Health and Traffic

From: Department of Public Works, Kristen Clarke, PE, PTOE

Date: August 25, 2021

Subject: August Agenda Request

NO PARKING ANYTIME

On Faltin Drive, south side, from Faltin Drive to a point 40 feet west
Alderman Shaw

On Valley Street, north side, from Taylor Street to a point 105 feet west
On Taylor Street, west side from Valley Street to a point 75 feet north
Alderman Sapienza/ Alderman Terrio

RESIDENT PARKING ONLY DURING SCHOOL HOURS

On Maple Street, east side, from a point 30 feet south of Bridge Street to a point 90 feet south
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(ORD 10035)
Alderman Roy

RESCIND RESIDENT PARKING ONLY DURING SCHOOL HOURS

On Maple Street, east side, from a point 30 feet south of Bridge Street to a point 46 feet south
(ORD 10034)
Alderman Roy

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Public Safety, Health and Traffic respectfully advises, after due and careful consideration, that the request from Robert Drinkwater of Meet New England to use the Arms Lot on Sunday, October 24, 2021 for a Car Show has been approved with the stipulation that no 2-step or burnout contest be held.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clerk of Committee



City of Manchester Parking Division

Denise Boutilier
Parking Manager
dboutilier@manchesternh.gov

August 25, 2021

Chairman William Barry
Committee on Public Safety, Health and Traffic
1 City Hall Plaza
Manchester, NH 03101

RE: Request to use Arms Lot 10/24/2021
Meet New England Car Show

Dear Chairman Barry:

I have received the following request for the Committee's review.

Rob Drinkwater of Meet New England is requesting the use of the Arms Lot for their Meet New England Car Show. The event is scheduled for 10/24/21. They anticipate 350 participants.

Cotton and Stark Mill Brewery have no issues with this request.

If you have any questions, please don't hesitate to ask.

Sincerely,

Denise Boutilier
Parking Manager



MANCHESTER, NH

SPECIAL EVENT APPLICATION***Applicant Information******Today's Date: 8/21/2021******Event Date: 10/24/2021***

Name of Event: Meet New England

Event Location: 10 Arms St, Manchester, NH 03101

Organization Name: Meet New England, LLC

X For Profit

____ Non-Profit Tax ID # ____

Event Website: Meetnewengland.com

Organization Website: Meetnewengland.com

Address: 23 Davis Rd APT C2

City, State, & Zip Code: Acton, MA, 01720

Event Contact: Robert Last: Drinkwater

Mailing Address: 23 Davis Rd APT C2

City: Acton

State: Massachusetts

Zip Code: 01720

Phone:

Mobile: 978-505-3019

E-mail: Rob@meetnewengland.com

Please complete if different from above:

Business Known As _____ Legal Name of Business _____

Street Address _____ Zip Code _____

Business Telephone _____ Business Fax _____

Business Owner: Rob Drinkwater

Business Owner's Address: 23 Davis Rd Apt C2 Acton MA

Business Owner's Telephone: 978-505-3019

Business Owner's Date of Birth: 1/5/1993

Building Owner _____ Building Owner Address _____

Building Owner's Telephone _____

Event Information & History

Has this Event previously received an Event Permit from The City of Manchester? X Yes ____ No Prior Permit #: _____

Is this an Annual Event? X Yes ____ No Do you plan to hold this event next year? X Yes ____ No

If this is a repeat event, do you plan to change the location or adjust route? ____ Yes X No If yes, please describe these changes in the narrative portion of the application.

Type of Event: X Revenue Generating ____ Non-Revenue Generating Event is: X Gated/Ticketed ____ Open to Public ____ Private

Estimated Number of Event Staff: 15 staff

Event Purpose: Car show

Estimated Number of Attendees: 350

Event Day "On-Site" Contact: Rob Drinkwater

Mobile: 978-505-3019

If your event is open to the public, please check all advertisement methods you plan to utilize: ____ Print ____ TV ____ Radio ____ Internet ____ Billboards ____ Posters ____ Other

Event Set Up _____ Date: 10/24/2021 _____ Time: 7 _____ a.m. _____ 11 _____ p.m.

Event Start _____ Date: 10/24/2021 _____ Time: 11 _____ a.m. _____ 5 _____ p.m.

Event End _____ Date: 10/24/2021 _____ Time: _____ a.m. _____ 5 _____ p.m.

Event Break Down _____ Date: 10/24/2021 _____ Time: _____ a.m. _____ 7 _____ p.m.



MANCHESTER, NH

SPECIAL EVENT APPLICATION

Classification of Event

See Manchester Special Event Guide Page 4

Please provide a brief description of your proposed event here.

Note: You are also encouraged to attach a **brief event narrative** so that all departments may best understand your event request.

Select one that most closely matches your event:

☐ **Block Party (Site Plan Required)**

Means an organized neighborhood or public gathering on a public right-a-way (street, sidewalk, or alley) on a specified date at a specified time and place between the hours permitted by Code for a **non-commercial gathering**.

☐ **Road Festival (Site Plan Required)**

Means an organized neighborhood or public gathering on a public right-a-way (street, sidewalk, or alley) on a specified date at a specified time and place between the hours permitted by Code for a **commercial gathering**.

☐ **Organized Competitive Event (Site Plan and Route Map Required)**

Means any planned race, walk, or event, whether human powered or otherwise, that involves a contest of skill(s) and/or strength and takes place upon public right-of-way, park, or both.

Type of Organized Competitive Event: (choose one below)

☐ Road Race ☐ Walk ☐ Other

Is this event timed? ___ Yes ___ No

Where will your event's formal start and finish line be located?

Starting Line: _____ Finish Line: _____

☐ **Procession/Parade/Walk (Site Plan and Route Map Required)**

Means a public march, run, cortege, walk, cavalcade, autocade, parade of any kind, other gathering of persons that occurs upon public right-of-way, park or both that is used for vehicular traffic.

Is the route Inside Downtown _____ Outside Downtown

☒ **Public Assembly (Appendix A)**

Means any public gathering of persons upon right-of-way, park space, or both that does not affect vehicular traffic or require road closures

Parks & Recreation

See Manchester Special Event Guide Page 16

Location (if applicable)

- | | | | |
|---|--|---|---|
| ☒ Arms Park | ☐ JFK Ice Arena | ☐ Piscataquog River Park | ☐ Thibault Field |
| ☐ Bronstein Park | ☐ Gill Stadium | ☐ Pulaski Park | ☐ Veteran's Memorial |
| ☐ City Hall Plaza | ☐ Kalivas Park | ☐ Sheridan-Emmett Park | ☐ Park |
| ☐ Crystal Lake Park | ☐ Lafayette Park | ☐ Stanton Plaza | ☐ Victory Park |
| ☐ Derryfield Park | ☐ Livingston Park | ☐ Sweeney Park | ☐ Wagner Park |
| | | | ☐ Weston Tower |
| | | | Other: _____ |



MANCHESTER, NH

SPECIAL EVENT APPLICATION

Site Plan and Event Components

See Manchester Special Event Guide Page 6

Please provide a detailed Site Plan by completing Appendix A, which can be found on Page 9 of this document. Be sure to indicate each of the following items referenced below that apply to your Special Event. For your convenience visit, <http://manchesternh.gov/Maps>

- ☐ North, indicated by a directional arrow symbols.
- ☐ The overall event area including any requested street closures, plus the location and number of meters to be reserved highlighted.
- ☐ Indicate 20 foot wide fire lane clearances in all areas and the location of all fire hydrants.
- ☐ Include electrical plans for vendors and stage(s), specifying requirements of amps and volts.
- ☐ Require use of City right-of-way? _____ Yes X No
If "yes," please highlight the effected streets on the route map/site plan.
- ☐ Will fundraising take place on-site? _____ Yes X No
If "yes," please describe how and where this will be accomplished:
- ☐ Will any portion of the event occur on private property? _____ Yes X No
If "yes," please list address of property, owner's name and a letter of authorization from the private property owner.
Address: _____ Property Owner: _____ ☐ Letter Attached
- ☐ Will you have any special arrangements for media access? _____ Yes X No
If "yes," please describe locations.
- ☐ Please provide your plan for participation, parking, and viewing for attendees who experience disabilities.
- ☐ Please attach a detailed performance schedule of the event and label with your event name on the attachment, if applicable
- ☐ Indicate the locations of all trash and recycling receptacles, and any temporary consolidation areas for trash and recyclables.
- ☐ Indicate the locations of all portable restrooms. For planning purposes, refer to Special Event Guide – page 14.

**** Inflatables or Bounce Houses are prohibited in the parks.**

Please include the location of the following applicable items on your site plan:

- | | | | |
|--|--|--|---|
| ☐ Alcohol
(See Appendix B) | ☐ Cooking | ☐ Parking Meters | ☐ Sale/Distribution/Display - Commercial Items |
| ☐ Amplified Sound | ☐ Dance and Drama | ☐ Picnic Shelter | ☐ Sporting Event |
| ☐ Band Stand | ☐ Electric or Generator | ☐ Portolets | ☐ Stage |
| ☐ Bicycling | ☐ Fireworks | ☐ Public Address System | ☐ Tents |
| | Food | | |
| ☐ Bleachers | ☐ Distribution/Sales | ☐ Race (Non-timed event) | ☐ Vehicles |
| ☐ Boat Racing | ☐ Marching Bands | ☐ Race (Timed Event) | ☐ Walk |
| ☐ Concert/Live | | | |
| ☐ Music | ☐ Motorcycle Ride | ☐ Remote Parking/Shuttles | ☐ Wedding or Reception |

OTHER:

If "Other", please describe:



MANCHESTER, NH

SPECIAL EVENT APPLICATION

Manchester Fire Prevention Management

See Manchester Special Event Guide Page 10 & 11

Will you plan to have tents for your event? X Yes (small pop ups) _____ No

Note: If you have selected "yes", please include the tent vendor information on Appendix D

Please also include:

- ☐ Floor plan for each tent showing what will be under tent (s)
- ☐ Measurements of tent (s)
- ☐ Copy of certificate of flame resistance for tent (s)

Will Fireworks/Pyrotechnics be used at this event? _____ Yes X No

Note: If you have selected "yes," please contact the Fire Marshal at (603) 669-2256 for further instruction.

Manchester Police Department

See Manchester Special Event Guide Page 9

The City of Manchester will determine if and how many extra duty officers are needed based on a number of planning variables including: the estimated number of attendees (including staff, vendors, and volunteers), the availability of alcoholic beverages, event location, weather conditions, time of day during which the event is conducted, the need for street closures or rerouting of vehicular or pedestrian traffic, and history of the particular event.

Please be sure to be as detailed as possible in all sections of this application as the data will be used to determine the appropriate number of officers necessary to an event.

Cancellation policy: Cancellations must be made at **least 4.5 hours** prior to the start of the scheduled detail **Except** for weather related cancellations (outside details) which must be made **1.5** hours prior to the START time of the detail. AND you must get a confirmation from the **Detail Clerk or Officer in Charge**. Leaving voicemails or emails are **unacceptable** for cancellations.

***A 4 hour minimum will be billed for any cancellation that is not made within these times**

Private Security

Will you hire private, non-armed, security? _____ Yes X No

If you have selected "yes," please provide the Security vendor information on Appendix D

Number of Private Security Officers you intend to hire.

If "yes," please provide Private Security Company and a brief reason for security.

What made you decide to have your event in Manchester?

**SPECIAL EVENT APPLICATION****Health Department****See Manchester Special Event Guide Page 12**

All food items served or sampled to the public must be prepared and served in a safe and sanitary manner consistent with City and State health regulations. Each individual food provider/vendor must have a valid MHD permit to participate in the event and submit an application for a **Temporary Permit**. Please note that an existing licensed food service establishment whether in Manchester or in another jurisdiction, such as a restaurant or caterer, does not allow for the operation of a temporary food establishment in the City of Manchester without prior approval. This permit is required regardless of the vendors intent to charge or receive payment for their products.

The **Temporary Food Service Establishment Application Form** must be completed and submitted to the Manchester Health Department (see Appendix C of application), with applicable fees for each proposed food vendor/sampler expected to participate in the event at least two (2) weeks or ten (10) working days prior to the event.

1. Will your food purveyors vend, sample or prepare unwrapped foods onsite (e.g. cutting, slicing, assembling, cooking)? No
 - a. **Y= Temporary food service permits are required**
 - b. Please provide all proposed cooking method(s):
(e.g. grilling, frying, smoking, boiling, etc...)
2. Will your food purveyors (vendors/samplers) limit food service to **ONLY pre-packaged non-perishable foods**? No
(e.g. chips, candy, water, soda, whole fruits, whole uncut vegetables, etc...)
 - a. Y = Temporary food service permits *not* required
3. Will your food purveyors use cooking oils onsite? No
 - a. If "yes" please provide name of chosen grease/oil disposal company....

Food/Alcoholic Beverages**See Manchester Special Event Guide Page 12***Please check all that apply*☐ Yes ☒ No - Sale or Distribution of Food☐ Yes ☒ No - Sale or Distribution of Alcoholic Beverages

Note: If you have checked "Yes" to either item above, please contact the Manchester Health Department – (603) 624-6466

Any Distribution or Sale of Alcohol will require: ☐ City of Manchester - DPW Approval (if event is located in a park)

☐ Fire Marshal Approval☐ Chief of Police or designee☐ State of NH Temporary Liquor Permit or Liquor License

**Further details can be found in Special Event Guide – Page 12*

**SPECIAL EVENT APPLICATION****(DPW) - Waste Management and Recycling****See Manchester Special Event Guide Page 13**

1. How many trash/recycling stations will you provide? _____
2. Indicate the type, number and volumetric size of your trash and recycling receptacles in the following table:

	Type of Receptacle	Number	Size of Receptacles* (in gallons)	Total Volume (in gallons)
Trash	Boxes			
	Carts			
	Dumpsters			
	Other (specify):			
	Total			
Recycling	Boxes			
	Carts			
	Dumpsters			
	Other (specify):			
	Total			
TOTAL				

3. How many people will be assigned to manage trash and recycling, including emptying of full receptacles, monitoring of temporary consolidation areas and off-haul of materials from the event area? _____
4. When and where will you ultimately dispose of trash off-site? _____
5. Who will transport the trash to its disposal location? _____
6. When and where will you ultimately take recyclables off-site? _____
7. Who will transport the recyclables to the recycling facility? _____

Parking Division**See Manchester Special Event Guide Page 15**

The City of Manchester Parking Division is eager to assist you with the parking needs of your Special Event. Manchester offers many parking options for your guests, including on street parking, parking lots, and parking garage. In order to serve you best, please complete the section below relative to the parking needs of your event.

☐ Please check location (if applicable)

☐ Canal Lot ☐ Lake Ave Lot ☐ Middle Lot ☐ Pearl Lot ☐ Victory Garage
☐ Hartnett Lot ☐ Line Drive Lot ☐ Myrna Lot ☐ Pine Lot ☐ Other:

If "other," please describe: _____

Are there metered parking spaces that abut your event location perimeter? If "yes" please indicate locations.

What parking arrangements have been made for the event?

(If you are using alternate parking lots for event parking, a letter of approval from the property owner must accompany this application)

Please list event participant vehicles:

(e.g. production trailers, media vehicles, vendor vehicles, volunteers)

SPECIAL EVENT APPLICATION

Insurance Requirements

See Manchester Special Event Guide Page 7

You are required to have liability insurance that covers your event from the beginning of set up through the event and completion of the breakdown and removal of all equipment. This insurance must name the City of Manchester as an additional insured party in any and all policies. Insurance must be evidenced by a Certificate of Liability Insurance document and submitted a minimum of thirty (30) days prior to your event set up date. Failure to provide acceptable insurance within the thirty (30) day time frame may result in cancellation of the event.

☐ For your convenience an example of this document can be requested from Manchester Economic Development at (603) 624-6505

Hold Harmless & Acknowledgement

In consideration of the privileges that may be granted by issuance of a permit, the Applicant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the City, and all officials, agents, and employees of the City, from and against all claims which may result from allowing Applicant to utilize the public right-of-way or City owned Park. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, included but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from.

The Applicant's obligation to indemnify, defend, and hold harmless includes any claim by Applicant's agents, participants, employees, representatives or any subcontractor or its employees.

By signing this application, you are stating that you understand the information in this application to be true to the best of your knowledge, and that you are agreeing to comply with City of Manchester Code of Ordinances. Should the City grant approval and a permit be issued, you agree to comply with any other requirements provided by law.

Applicant Printed Name: Robert Drinkwater

Date: 8/21/2021

Applicant Authorized Signature

Robert S Drinkwater

For Office Use Only

This application and its attachments have been sent to the following departments on: Date: _____ By: _____

The application has also been sent to FYI notification list: Date: _____ By: _____

BMA Approval: ____ MFD: ____ MPD: ____ MHD: ____ Parks: ____ DPW: ____ Clerk: ____ Parking: ____ State Liquor Comm.: ____

FEES MFD: \$ ____ MPD: \$ ____ MHD: \$ ____ Parks: \$ ____ DPW: \$ ____ Clerk: \$ ____ Parking: \$ ____ State Liquor Comm.: \$ ____

TOTAL EVENT FEE: \$ ____ NOTES: _____

FINAL APPROVAL

BMA Approval: ____ MFD: ____ MPD: ____ MHD: ____ Parks: ____ DPW: ____ Clerk: ____ Parking: ____ State Liquor Comm.: ____ Does Event have City of Manchester requirements? circle one YES NO --- If "yes" please list



MANCHESTER, NH

SPECIAL EVENT APPLICATION

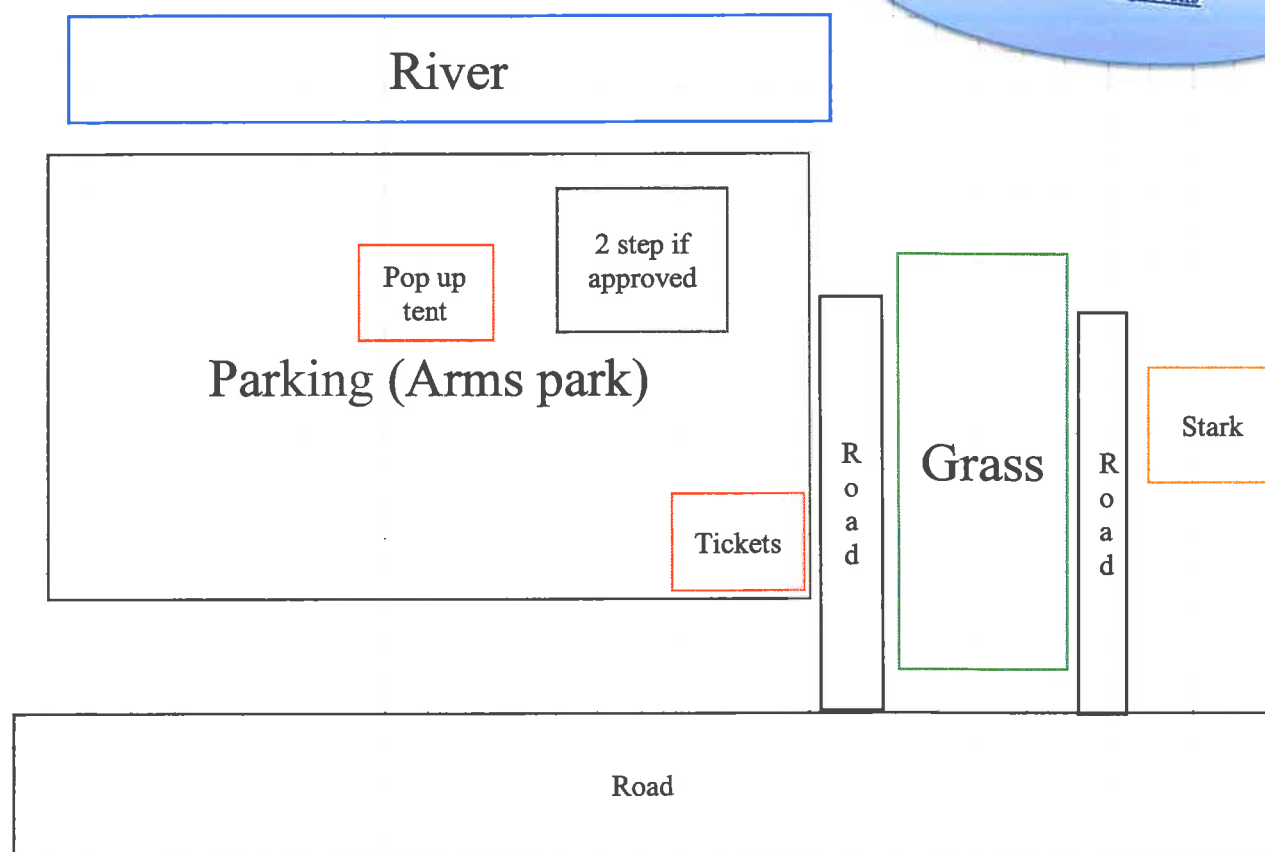
APPENDIX A

EVENT SITE MAP

YOUR EVENT NAME: _____

Please include all items referenced on page 4 of this application. We encourage you to print duplicate copies of this page as needed to ensure all components your event are clearly defined and remain easy to understand by all City of Manchester Departments.

TIP - Create an easy map by using
<http://www.manchesternh.gov/Maps>
OR <https://maps.google.com/>



To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the Hope I recommendations made by Schonna Green, Director of Homelessness Initiatives, be approved with the exception of the Homeless Bill of Rights.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand", with a stylized flourish at the end.

Clerk of Committee

In Board of Mayor and Aldermen

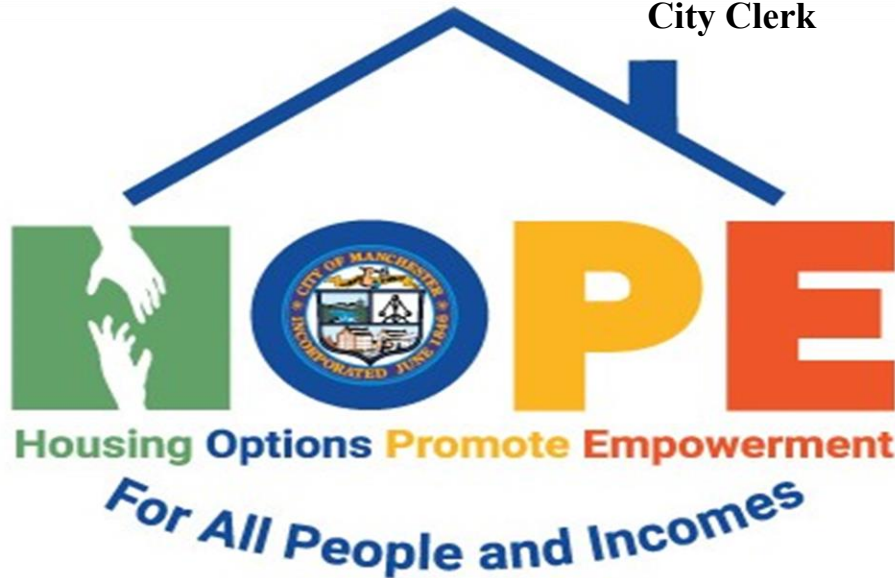
Date: 8/3/2021

On motion of Ald. Long

Seconded by Ald. Stewart

**Voted to refer to the Committee on
Public Safety, Health & Traffic**

Matthew Normand
City Clerk



**City of Manchester BMA /
HOPE Presentation Materials
August 9, 2021**

Homelessness is a Humanitarian Issue
that faces our city today, and we must address
All Homelessness with the City of Manchester's
SPIRIT-
(Service, Pride, Integrity, Respect, Initiative and Teamwork)

HOPE
(Housing Options Promote Empowerment),
Housing Strategies for
“All People, and All Incomes of the Queen City.”

At the City of Manchester, we are committed to Humanity and the Diversity of Communities. This program will provide housing options for the Homeless, Extremely low-Income (Eli), Very low- Income (VLI), and Low-Income (LI) populations that experience the Cost Burden issues associated with the lack of Affordable Housing.

The HOPE Initiative

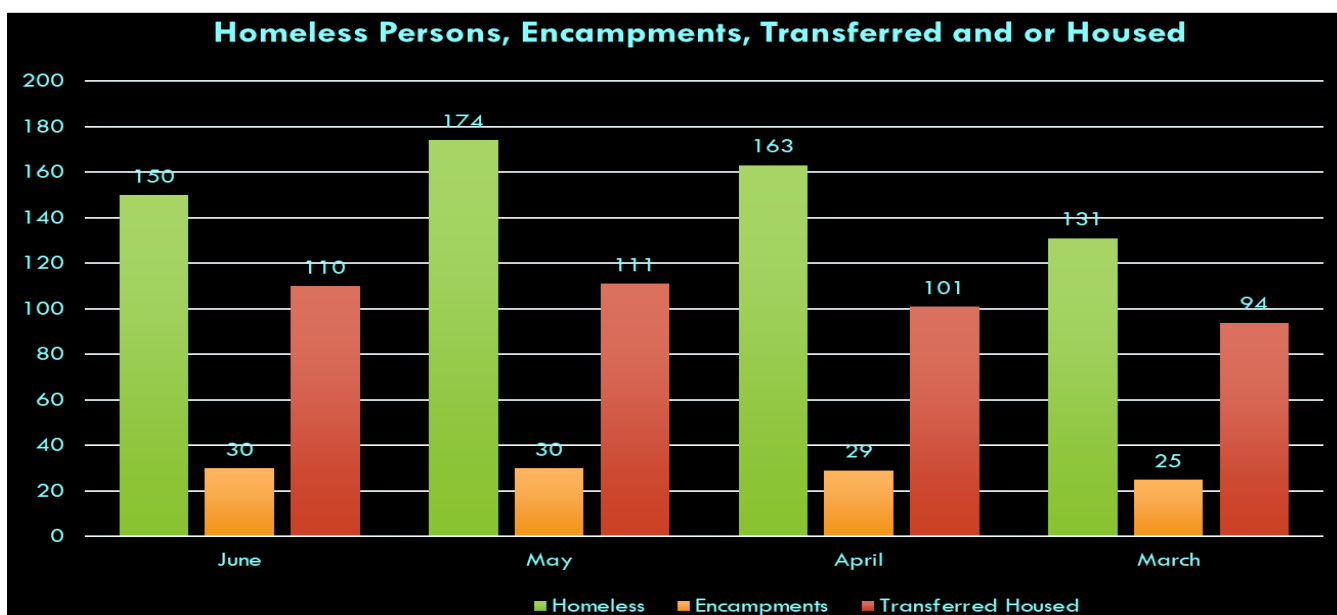
CONSIST OF THREE PHASES

- **HOPE I- The Chronically Homeless Population**
- **HOPE II- Empowerment Capacity Building**
- **HOPE III - Community Awareness Outreach Campaign**

HOMELESSNESS AND HOUSING DATA

Homeless Encampments in the City of Manchester, NH

The Manchester Homeless Outreach Collaboration comprised of local social services organizations that address the many issues that are often experienced by the Chronically Homeless Population. The Outreach team provides many services for this population and reports that currently there is a total of thirty active encampments located throughout the City of Manchester, and as of June 2021, the Outreach teams has confirmed the whereabouts of 150 homeless individuals / campers. The Chronically Homeless is the hardest to serve population in the United States and the scattered encampments /clearings sometimes hinder service to the delivery systems. Below is a snapshot of the data collected by the Outreach team, to assist in framing a delivery system with the best outcomes.



Months/ 2021	Mobile Crisis Unit- Persons receiving services	Peer Recovery Services	Individual engaged in on going Mental Health Treatment
March	79	50	58
April	86	54	59
May	95	50	51
June	80	44	39

Point-in-Time Counts – 2020

The Department of Housing and Urban Development (HUD) requires that the homeless continuums of care agencies nationwide conduct an annual count of homeless persons in emergency shelters, transitional housing, and safe havens during one day in January. In addition, HUD requires that the continuums of care agencies conduct a count of the unsheltered homeless population annually.

In 2020, The State of New Hampshire and the City Manchester Continuum of Care agencies conducted the Annual Point-in-Time Snapshot / Survey of Unduplicated Homeless Individuals. The data that follows gives only a snapshot of the Homeless population. The collected data is used to assist agencies in evaluating, planning, and/or modifying the homeless service delivery system. *The Goal of the Point in Time Survey is to assist in the reduction of homelessness.*

State of New Hampshire Homeless Facts:

In 2020, the State of New Hampshire, comprised of 3 homeless continuum of care agencies, carried out a Point- In-Time survey of the sheltered and unsheltered homeless population. A total of 1675 homeless persons were reported as homeless in the State of New Hampshire.

City of Manchester Homeless Facts:

Our local continuum of care agencies reported 498 homeless persons in Manchester, NH, that met the HUD definition of homelessness. This population currently resides in the woods, on the streets, or in emergency shelters.

•Very Important

This Data Does Not Include Homeless Couch Surfers!

A Five-Year Compilation of Homeless Data and Demographics throughout the State of New Hampshire, and most importantly, Manchester, NH. Over this Five-Year period, there was an increase of over 31% in the State of New Hampshire, and in the City of Manchester there has been an increase of 24.5%.

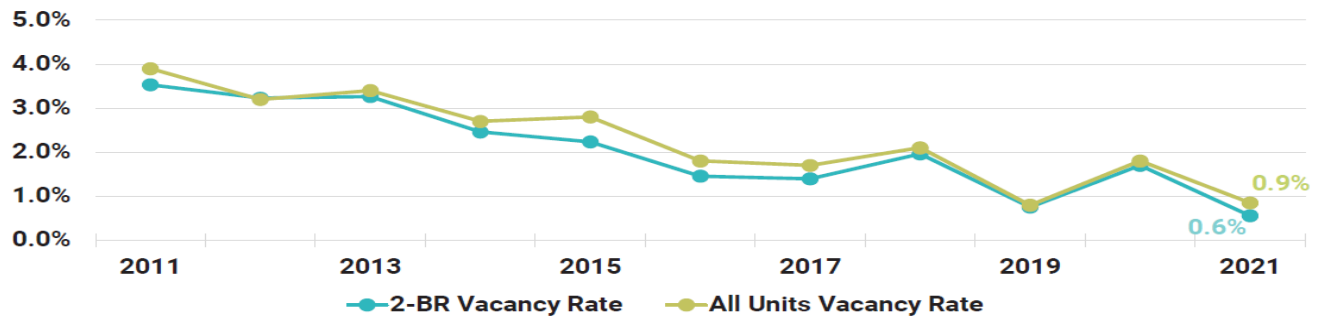
2020																			
CoC Number	CoC Name	Overall Homeless, 2020	Overall Homeless - Under 18, 2020	Overall Homeless - Age 18 to 24, 2020	Overall Homeless - Over 24, 2020	Overall Homeless - Female, 2020	Overall Homeless - Male, 2020	Sheltered ES Homeless - Non-Hispanic/Non-Latino, 2020	Sheltered ES Homeless - Hispanic/Latino, 2020	Overall Homeless - White, 2020	Overall Homeless - Black or African American, 2020	Overall Homeless - Asian, 2020	Overall Homeless - American Indian or Alaska Native, 2020	Overall Homeless - Native Hawaiian or Other Pacific Islander, 2020	Overall Homeless - Multiple Races, 2020	Sheltered ES Homeless, 2020	Sheltered ES Homeless - Under 18, 2020	Sheltered ES Homeless - Age 18 to 24, 2020	Sheltered ES Homeless - Over 24, 2020
NH-500	New Hampshire Balance of State CoC	877	170	68	639	394	479	534	31	793	39	10	4	5	26	565	134	31	400
NH-501	Manchester CoC	498	121	35	342	225	273	206	31	424	31	3	1	1	38	237	33	11	193
NH-502	Nashua/Hillsborough County CoC	300	82	15	203	116	183	102	25	257	28	3	1	1	10	127	29	9	89
Totals		1,675	373	118	1,184	735	935	842	87	1,474	98	16	6	7	74	929	196	51	682
2019																			
CoC Number	CoC Name	Overall Homeless, 2019	Overall Homeless - Under 18, 2019	Overall Homeless - Age 18 to 24, 2019	Overall Homeless - Over 24, 2019	Overall Homeless - Female, 2019	Overall Homeless - Male, 2019	Overall Homeless - Non-Hispanic/Non-Latino, 2019	Overall Homeless - Hispanic/Latino, 2019	Overall Homeless - White, 2019	Overall Homeless - Black or African American, 2019	Overall Homeless - Asian, 2019	Overall Homeless - American Indian or Alaska Native, 2019	Overall Homeless - Native Hawaiian or Other Pacific Islander, 2019	Overall Homeless - Multiple Races, 2019	Sheltered ES Homeless, 2019	Sheltered ES Homeless - Under 18, 2019	Sheltered ES Homeless - Age 18 to 24, 2019	Sheltered ES Homeless - Over 24, 2019
NH-500	New Hampshire Balance of State CoC	669	155	62	452	309	351	624	45	580	29	2	1	3	54	491	127	36	328
NH-501	Manchester CoC	461	113	43	305	207	251	399	62	366	48	2	3	2	40	227	32	18	177
NH-502	Nashua/Hillsborough County CoC	266	84	12	170	110	156	208	58	226	23	5	1	1	10	104	27	4	73
Totals		1,396	352	117	927	626	758	1,231	165	1,172	100	9	5	6	104	822	186	58	578
2018																			
CoC Number	CoC Name	Overall Homeless, 2018	Overall Homeless - Under 18, 2018	Overall Homeless - Age 18 to 24, 2018	Overall Homeless - Over 24, 2018	Overall Homeless - Female, 2018	Overall Homeless - Male, 2018	Overall Homeless - Non-Hispanic/Non-Latino, 2018	Overall Homeless - Hispanic/Latino, 2018	Overall Homeless - White, 2018	Overall Homeless - Black or African American, 2018	Overall Homeless - Asian, 2018	Overall Homeless - American Indian or Alaska Native, 2018	Overall Homeless - Native Hawaiian or Other Pacific Islander, 2018	Overall Homeless - Multiple Races, 2018	Sheltered ES Homeless, 2018	Sheltered ES Homeless - Under 18, 2018	Sheltered ES Homeless - Age 18 to 24, 2018	Sheltered ES Homeless - Over 24, 2018
NH-500	New Hampshire Balance of State CoC	742	158	67	517	318	422	727	15	313	121	19	470	56	115	751	89	59	603
NH-501	Manchester CoC	427	133	42	252	207	219	363	64	370	35	20	408	20	69	497	102	37	368
NH-502	Nashua/Hillsborough County CoC	281	71	16	194	99	182	252	29	338	532	1	7	0	23	431	83	11	337
Totals		1,450	362	125	963	624	823	1,342	108	1,021	688	40	885	76	207	1,679	274	107	1,298
2017																			
CoC Number	CoC Name	Overall Homeless, 2017	Overall Homeless - Under 18, 2017	Overall Homeless - Age 18 to 24, 2017	Overall Homeless - Over 24, 2017	Overall Homeless - Female, 2017	Overall Homeless - Male, 2017	Overall Homeless - Non-Hispanic/Non-Latino, 2017	Overall Homeless - Hispanic/Latino, 2017	Overall Homeless - White, 2017	Overall Homeless - Black or African American, 2017	Overall Homeless - Asian, 2017	Overall Homeless - American Indian or Alaska Native, 2017	Overall Homeless - Native Hawaiian or Other Pacific Islander, 2017	Overall Homeless - Multiple Races, 2017	Sheltered ES Homeless, 2017	Sheltered ES Homeless - Under 18, 2017	Sheltered ES Homeless - Age 18 to 24, 2017	Sheltered ES Homeless - Over 24, 2017
NH-500	New Hampshire Balance of State CoC	767	195	59	513	353	409	725	42	682	28	5	3	0	49	503	115	31	357
NH-501	Manchester CoC	394	113	44	237	185	209	338	56	323	33	5	2	0	31	154	31	9	114
NH-502	Nashua/Hillsborough County CoC	295	81	23	191	108	187	257	38	261	16	1	0	0	17	107	15	11	81
Totals		1,456	389	126	941	646	805	1,320	136	1,266	77	11	5	0	97	764	161	51	552
2016																			
CoC Number	CoC Name	Overall Homeless, 2016	Overall Homeless - Under 18, 2016	Overall Homeless - Age 18 to 24, 2016	Overall Homeless - Over 24, 2016	Overall Homeless - Female, 2016	Overall Homeless - Male, 2016	Overall Homeless - Non-Hispanic/Non-Latino, 2016	Overall Homeless - Hispanic/Latino, 2016	Overall Homeless - White, 2016	Overall Homeless - Black or African American, 2016	Overall Homeless - Asian, 2016	Overall Homeless - American Indian or Alaska Native, 2016	Overall Homeless - Native Hawaiian or Other Pacific Islander, 2016	Overall Homeless - Multiple Races, 2016	Sheltered ES Homeless, 2016	Sheltered ES Homeless - Under 18, 2016	Sheltered ES Homeless - Age 18 to 24, 2016	Sheltered ES Homeless - Over 24, 2016
NH-500	New Hampshire Balance of State CoC	670	127	73	470	309	358	642	28	598	42	1	1	0	28	431	85	35	311
NH-501	Manchester CoC	400	115	40	245	183	217	353	47	325	33	0	2	2	38	122	28	6	88
NH-502	Nashua/Hillsborough County CoC	296	79	26	191	109	187	252	44	260	19	1	0	0	16	100	12	10	78
Totals		1,366	321	139	906	601	762	1,247	119	1,183	94	2	3	2	82	653	125	51	477

THE LACK OF AFFORDABLE HOUSING

In New Hampshire, the need for affordable housing stock is critical. *The New Hampshire Housing Finance Agency -2021 NH Residential Rental Cost Survey Reports the following.*

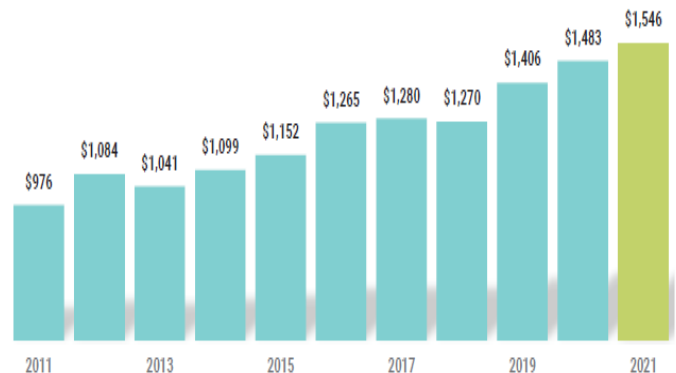
	Sample Size	Rent Range	Median
2021 GROSS RENT			
0-Bedroom	452	\$250 - \$2,400	\$876
1-Bedroom	3,298	\$400 - \$2,961	\$1,118
2-Bedroom	5,492	\$469 - \$3,413	\$1,498
3-Bedroom	1,393	\$622 - \$3,785	\$1,506
4+ Bedrooms	239	\$837 - \$4,426	\$1,781
All Bedrooms	10,874	\$250 - \$4,426	\$1,373

**The Statewide Vacancy Rates,
2-Bedroom & all units (2011-2021) is as follows.**



The City of Manchester
Median Monthly Gross Rents for a 2/Bedroom Unit is \$1,546.00.

	Sample Size	Rent Range	Median
CITY OF MANCHESTER			
0-Bedroom	138	\$451 - \$2,400	\$929
1-Bedroom	649	\$643 - \$1,895	\$1,206
2-Bedroom	931	\$531 - \$2,343	\$1,546
3-Bedroom	414	\$867 - \$2,706	\$1,460
4+ Bedrooms	85	\$1,264 - \$4,426	\$1,589
All Bedrooms	2217	\$451 - \$4,426	\$1,401



What is Affordable Housing?

Housing that conforms to the **Fair Market Rents (FMR's)**, as prescribed by Housing and Urban Development (HUD), the figures below are formulated and adjusted annually by using income and census data, with the end goal being that no household should use more than **30% percent** of their available income for housing. In the US, the cost burden experienced by many families using a higher percentage of their available income for rents or mortgages is critical and subsequently can lead to evictions or foreclosures. Currently, in New Hampshire, it is estimated that more than **40% percent of households** are using more than 30% percent of their income on housing, and for Low-Income families, the percentage of income used for housing is even higher.

The FY 2021 Manchester, NH HUD Metro FMR Area Fair Market Rent (FMR's) for All Bedroom Sizes

Final FY 2021 & Final FY 2020 FMRs By Unit Bedrooms					
Year	<i>Efficiency</i>	<i>One-Bedroom</i>	<i>Two-Bedroom</i>	<i>Three-Bedroom</i>	<i>Four-Bedroom</i>
FY 2021 FMR	\$896	\$1,038	\$1,314	\$1,634	\$1,782
FY 2020 FMR	\$801	\$948	\$1,198	\$1,493	\$1,623

FY 2021 Income Limit Area	Median Family Income	FY 2021 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Manchester, NH HUD Metro FMR Area	\$89,300	Very Low (50%) Income Limits	31,300	35,750	40,200	44,650	48,250	51,800	55,400	58,950
		Extremely Low-Income Limits	18,800	21,450	24,150	26,800	31,040	35,580	40,120	44,660
		Low (80%) Income Limits	50,050	57,200	64,350	71,450	77,200	82,900	88,600	94,350

HOPE I

will focus on the hardest to serve population, the Chronically Homeless Camper, who often experiences extreme mental health and/or addiction issues. Prioritizing Public Safety, the HOPE I team will clear encampments located on City-owned property, Public Parks, Cemeteries or presents a clear danger or safety issue for the homeless camper or public. Currently, the Homeless Outreach Team provides support services to individual campers daily, and the homeless camper is offered the opportunity for housing placement with support services when available.

1. **Recommendation-** The City should support Housing Agencies that place emphasis on Mental Health and Drug Addiction and continue to support Special Needs Housing initiatives that support the Chronically Homeless population, who are experiencing Mental Health Illnesses. It is estimated that 80% percent of the Homeless Campers are experiencing Mental Health Issues. The Transitioning of this hardest to serve population is critical to reducing homelessness for the City of Manchester.
2. **Recommendation:** To further support the current Homeless Outreach team efforts. The HOPE team proposes utilizing a Central location to provide outreach services, housing placement, and other support services. The site would give the outreach workers and the Chronic Homeless population a point of entry and exit that supports our local continuum of care and offers a Safer Transition / Stabilization for the Chronic Homeless Population, maintaining the trusted relationships established by outreach workers. In addition, this will require the homeless populations currently residing in the encampments to engage in Normalcy Activities such as following the rules of engagement for services and supplies. This location should also serve as a one-stop donation center for public citizen's contributions and charitable support.
3. **Recommendation:** All Encampments located on City property should be posted and cleared immediately and expeditiously within a specified time frame, not allowing for the re-establishment of the current encampment and or new encampments. In addition, we should increase or dedicate more staff members to Posting and Clearing the encampments with a higher level of frequency. When clearing the encampments, we should strongly encourage participation by the Chronically Homeless population in our services delivery systems consisting of food, water, medication management, counseling, shelter, and supportive housing placement.

The Encampment Transition Legal Process

City Property

City-owned open property Unauthorized persons on city-owned open property shall be handled based upon the nature of the city-owned open property. **Parks and cemeteries** A “park” is defined by ordinance as “[a] park, playground, beach, recreation center, cemetery, or any other area in the city, owned or used by the city, and devoted to active or passive recreation.”

See Manchester, NH Code of Ordinances, §96.03. Conduct in city parks and cemeteries, is controlled by Chapter 96 of the City of Manchester Code of Ordinances. Chapter 96 prohibits the following conduct in parks:

Violating Park curfew (generally from 11:00 p.m. to 7:00 a.m.) *See Ordinance*, at §96.04 Polluting “waters.” “Waters” means “... any fountain, pond, lake, stream, or other body of water in or adjacent to any park or any tributary, stream, storm sewer, or drain flowing into such waters.” *See Id.* at §96.05(A); Littering. *See Id.* at §96.05(B)

Possess any opened uncapped alcoholic beverage or drink any alcoholic beverage. *See Id.* at §96.06(A)(1); Engage in games of chance except raffles, bingo, Lucky 7, or other games of chance authorized by the State. *See Id.* at §96.06(C), Disorderly or threatening behavior. *See Id.* at §96.06(D); Camping without permission. *See Id.* at §96.06(E), Golfing without permission. *See Id.* at §96.06(F); Smoking any tobacco, tobacco related product, filter or other plant or weed except in such areas as are specifically designated for smoking by the Director of Parks. *See Id.* at §96.06(H); Hanging items including, but not limited to, clothes, textiles, tarps, bags, or ropes, from any tree, fence, lamp, post, or structure in any city park. *See Id.* at §96.06(I); Conducting a syringe service program, needle exchange program, or any similar program related to the exchange of devices used for injecting drugs in any city park. *See Id.* at §96.06(J); Failure to obey state motor vehicle laws while in the park; *See Id.* at §96.07(A); Failure to obey traffic enforcement officers or park employees officially instructing and directing traffic in the parks and on the roads, highways, or streets immediately adjacent thereto. *See Id.* at §96.07(B); Failure to obey traffic signs including parking signs in the park. *See Id.* at §96.07(C); Exceed speed limits; *See Id.* at §96.07(D); and Operate a motor vehicle including motorcycles, mini-bikes, or motorized go-carts on any area except paved park roads or parking areas. *See Id.* at §96.07(E).

In the event that a person complains that another person is violating any of the provisions set forth above, the person should be directed to contact the Manchester Police Department and make a report. If upon investigation, the Manchester Police Department determines that a person is violating any of the above-listed provisions, the person may be subject to citation and “ejection” from the specific park in which the offense occurred. The City, through the Department of Public Works, shall arrange for any necessary clean-up.

Green Spaces

Unauthorized persons occupying city-owned green spaces are potentially subject to the notice of vacate procedure. “City-owned green spaces” are those undeveloped areas in Manchester that do not fall under the definition of a “park” as defined by §96.03 of the Manchester, NH Code of City Ordinances.

City-managed land

Unauthorized persons occupying land owned by another public entity (i.e., State, Federal Government or County) but managed by the city present a potentially different situation depending upon the nature of any management agreement.

In determining what action may be taken, the owner of the land-in-question should be identified using the City's GIS Application. The City's Department of Public Works should be consulted about whether there is any management agreement in place regarding the land-in-question and a copy of any agreement should be obtained. Once obtained, please consult with the Office of the City Solicitor regarding what actions may be taken under the agreement.

Caveat

If the property involved does not fall into one of the above subcategories, please reach out to our office regarding the situation and we can provide advice as to the potential procedures available.

Private Property

Privately owned open property is any open property not owned or controlled by the United States, the State of New Hampshire, or any political subdivision of the State of New Hampshire. Unauthorized persons on privately-owned open property are generally governed by N.H. R.S.A. 635:2, *Criminal Trespass*. In the event that the City receives a complaint of an unauthorized person on privately-owned open property, the complainant should be immediately directed to call the Manchester Police Department and report an unwanted subject.

The City should not engage in the clean-up of privately-owned open property which has been damaged by the actions of unauthorized persons.

County-owned public land

Unauthorized persons occupying land owned by Hillsborough County may be subject to action by Hillsborough County. To the extent that the City receives a complaint about persons occupying land owned by Hillsborough County, the Complaint should be forwarded to the Hillsborough County department that is linked to area-in-question (e.g. Hillsborough County Department of Corrections). The complaining party should be notified that the complaint has been forwarded and the fact that the land in question is county land. The City may advise the Hillsborough County entity about the services that the City has available. However, any action by the City regarding such a complaint should be evaluated on a case-by-case basis and only after consultation with all relevant departments.

Federally -owned public land

Unauthorized persons occupying land owned or controlled by the United States Government or one of its agencies may be subject to action by the Federal Government. To the extent that the City receives a complaint about persons occupying land owned or controlled by the United States Government or one of its agencies, the Complaint should be forwarded to appropriate federal agency. The complaining party should be notified that their complaint has been forwarded and of the fact that the property is owned or controlled by the federal government. Any further action on the part of the City should be evaluated on a case-by-case basis and only after consultation was all relevant departments.

State-owned public land

Unauthorized persons occupying land owned or controlled by the State of New Hampshire may be subject to action by the State of New Hampshire. To the extent that the City receives a complaint about persons occupying land owned by the State of New Hampshire, the Complaint should be forwarded to appropriate State agency (e.g. Department of Transportation, etc.) The complaining party should be notified that their complaint has been forwarded and of the fact that the property is owned by the State of New Hampshire. Any further action on the part of the City should be evaluated on a case-by-case basis and only after consultation was all relevant departments.

HOPE 1 Encampment Report Form-

Available to the public via the City's webpage under / Homelessness Initiatives.



CITY OF MANCHESTER

HOPE I

Housing Options Promote Empowerment
(Encampment Report Form)

Date of Report: __/__/__

Optional Contact Information:

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (____) _____ - _____ Email: _____

Please complete the following information:

Date of Observation: __/__/__ Time: _____; _____ A.M. or P.M.

(Please write a brief narrative describing what you observed that caused you to file this report and please include the location to the best of your ability):

How many tents did you observe? _____

How many people did you observe? _____

(Please feel free to include any additional information that you believe may be helpful).

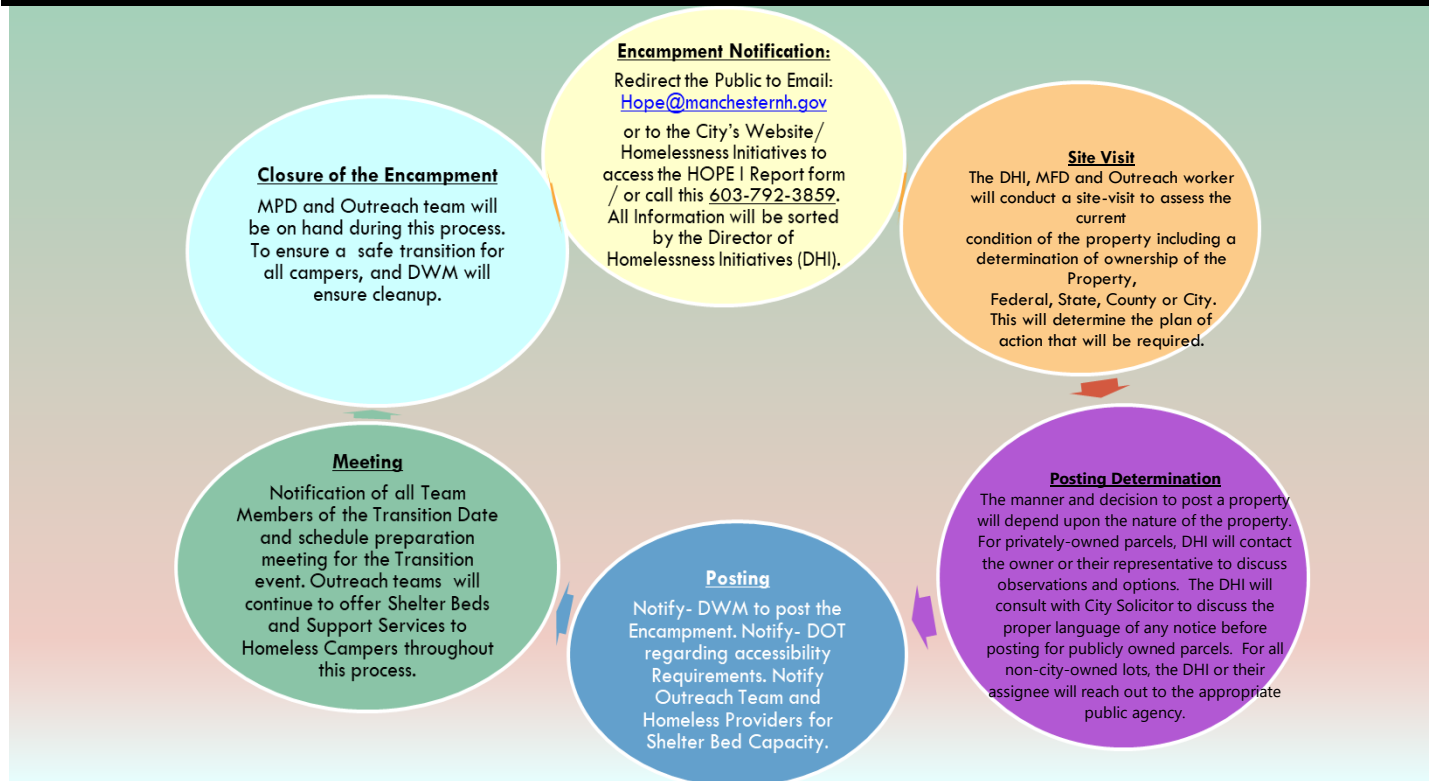
The City of Manchester's mission is to move people from harmful housing instability to beneficial house stability. This procedure is limited to circumstances where the encampment poses a danger to the health and safety of individuals.

City of Manchester Director of Homelessness Initiatives / HOPE 1 Encampment Report Form.

HOPE I WORKFLOW SYSTEM

HOUSING OPTIONS PROMOTE EMPOWERMENT

Our mission is to move people from harmful housing instability to beneficial housing stability. This procedure is limited to circumstances where the encampment poses a danger to the health and safety of individuals.



From: [Normand, Matthew](#)
To: [Craig, Joyce](#)
Cc: [Smith, Lauren](#); [McCarthy, Lisa](#); [O'Neil, Daniel](#)
Subject: Fwd: alternate position on the planning board
Date: Thursday, September 16, 2021 8:27:21 AM

FYI

Begin forwarded message:

From: "Joseph Kelly Levasseur, Esquire" <jrwaa2@aol.com>
Date: September 16, 2021 at 7:20:23 AM EDT
To: "Normand, Matthew" <MNORMAND@manchesternh.gov>
Subject: **alternate position on the planning board**
Reply-To: "Joseph Kelly Levasseur, Esquire" <jrwaa2@aol.com>

Dated: 9-9-21

Dear City Clerk Normand:

Could you please have the mayor accept my resignation as an alternate on the Planning Board. I appreciate it. Thank you.

jkl

The Right-To-Know Law (RSA 91-A) provides that most e-mail communications, to or from City employees and City volunteers regarding the business of the City of Manchester, are government records available to the public upon request. Therefore, this email communication may be subject to public disclosure.

KATHERINE EASTERLY MARTEY

94 RAY STREET, MANCHESTER, NH 03104

September 16, 2021

Mayor Joyce Craig
One City Hall Plaza
Manchester, NH 03101

Dear Mayor Craig,

Please accept this letter as formal notification that I am resigning from my position as Commissioner of the Manchester Housing and Redevelopment Authority (MHRA).

My other commitments have become too great for me to be able to fulfill the requirements of my position on the Commission.

The work of MHFA is particularly important at this time. If I can be of any assistance in this important work at any time, please don't hesitate to ask.

Best regards,



Katherine Easterly Martey

CC: Michael Lopez, Manchester Housing and Redevelopment Authority, Chair
Catherine Harlan Naczas, Manchester Housing and Redevelopment Authority,
Executive Director



CITY OF MANCHESTER

Joyce Craig
Mayor

MEMORANDUM

To: Board of Mayor and Aldermen
From: Mayor Joyce Craig
Date: September 7, 2021
Re: Nominations

Pursuant to Section 3.14(b) of the City Charter, please find below the following nomination, which will layover to the next meeting of the Board pursuant to Rule 20 of the Board of Mayor and Aldermen:

Police Commission

- Manny Content to succeed himself as a regular member, term to expire September 15, 2024

Board of Registrars

- Claudia Carr to fill a vacancy as a regular member, term to expire May 1, 2024

Planning Board

- Todd Connors to move from an alternate to a regular member, term to expire May 1, 2023
- John Goeman to replace Todd Connors as an alternate member, term to expire May 1, 2022

Conservation Commission

- Donald Waldron to replace Brenton Cole as a regular member, term to expire August 1, 2024

Claudia Carr

Phone: 603-391-2409

Email: claudia.carr@citizensbank.com

Address: 17 Vassar Street

Married with five children

Work Experience:

Vice President, Citizens Financial Group

October 1994 – Present

Education:

St. Anselm College

B.A. Economics and Business



JOHN GOEMAN

101 Currier Drive, Manchester, NH | 603-361-1145 | goemanjohn@gmail.com

PROFESSIONAL EXPERIENCE

Project Manager | Shamrock, Inc | Auburn, NH **Nov 2020 – Present**

- Responsible for overseeing approximately 4-6 metal stud and drywall projects at a time
- Plan and implement project strategies to meet project timelines and costs
- Manage site foreman and communicate with other supervisors, project managers, engineers, etc.
- Manage the allocation and movement of personnel, subcontractors, and material
- Review contracts and plans, adjust to project changes and updates, record and file general admin

Regional Planner III | Nashua Regional Planning Commission | Nashua, NH **Feb 2019 – Nov 2020**

- Reviewed subdivision and site plan applications for development projects in the region
- Drafted zoning ordinances and land use regulations for the Town of Wilton, NH
- Conducted studies related to economic development and regional housing needs
- Generated regional transportation plans related to public involvement, intelligent trans. systems
- Work with a team of planners to create Master Plans for various communities in southern NH

Urban Planning Intern | City of Newberry | Newberry, FL **Feb 2018 – May 2018**

- Analyzed local annexation process and property tax policy
- Recommended feasibility for city annexations, land use changes, and tax revenue implications
- Conducted a GIS-based, cost-benefit analysis using per capita and proportional valuation

Urban Planning Intern | Integrated Socio-Spatial Research Ctr. | Bangkok, TH **Jun 2017 – Aug 2017**

- Researched and analyzed international housing policies, programs, initiatives, and physical design for low-income households and informal settlements in Southeast Asia
- Participated in community-based development using communicative planning methods

Supply Chain and Project Planner | Kluber Lubrication NA | Londonderry, NH **Jan 2012 – Aug 2017**

- Developed planning parameters to accommodate performance and inventory targets
- Collaborated with stakeholders and generated operational schedules for multiple departments
- Analyzed and improved capacity and utilization levels for equipment and personnel
- Led three separate projects: preventative maintenance, operational capacity, and space planning

RELATED PROJECT PLANNING EXPERIENCE

New Facility Space Planning Project **May 2018 – Aug 2018**

- Designed and implemented new facility layout to improve safety and efficiency

City of Newberry Annexation Project **Feb 2018 – May 2018**

- Increased tax revenue base while reducing household property taxes

Bangkok Port Authority Redevelopment Project **Jun 2017 – Aug 2017**

- Identified local housing needs and alternative options for redevelopment

Resource Capacity and Utilization Project **May 2014 – May 2016**

- Established resource capacity and measured utilization, improved operational efficiency

Preventative Maintenance Program **Jan 2012 – Feb 2014**

- Databased equipment, reduced downtime, integrated preventative maintenance into operations

TECHNICAL SKILLS

- Experienced with ArcGIS, SPSS, AutoCAD, Sketch Up, Microsoft Project, RossERP

EDUCATION

University of Florida | Gainesville, FL **Aug 2016 – Dec 2018**

Master of Urban and Regional Planning, Entrepreneurship Minor

East Carolina University | Greenville, NC **Aug 2007 – Dec 2011**

Bachelor of Science, Construction Management, Business Minor

DONALD M. WALDRON
300 Bedford Street, Suite 615, Manchester, NH 03101
Phone: (603) 930-8805 - E-mail: don@waldronNH.com

CAREER EXPERIENCE

Fire Lieutenant/Paramedic, Londonderry Fire Department, *Londonderry, New Hampshire* 1998 - Present
Primary responsibility is functioning as a fire company officer in this suburban community of 26,000 residents. Additionally, function as hiring officer and grant administrator and have written grants resulting in approximately \$1.5million in total projects.

Grant Administrator (Present)

Vice Chair, Policy and Guideline Committee (Present)

Firefighter/Paramedic (1998-2008)

Hiring Officer (Present)

EMS Coordinator (2000-2014)

Recognition Program Committee (2015-2017)

Staff Instructor/Program Coordinator, NH Fire Standards and Training and EMS, *Concord, New Hampshire* 2013 - Present
Program Coordinator overseeing the Instructor Programs. Have also functions as a Program Coordinator in the e-Learning Section and as a staff instructor in the following programs: EVDT, Aerial, Pumps, Ice Rescue, Fire Officer I & II, Fire Inspector I and IAFF Fire Ground Survival. Additionally, I have served on Visiting Committees for Instructor and EVDT.

NFPA 1021 Technical Committee Member, National Fire Protection Association, *Quincy, Massachusetts* 2010 - Present
Serve as a principal member on the NFPA 1021 Standard for Fire Officer Professional Qualifications Technical Committee. This committee is responsible for developing a consensus-based standard identifying the minimum professional qualifications necessary to perform the duties of a fire officer.

Senior Patrol Officer, Mont Vernon Police Department, *Mont Vernon, NH* 12/1997 – 3/2008
Served as a sworn police officer in this rural community of 2,200 residents. Functioned as patrol officer which included prosecuting minor offenses in court.

Paramedic, Town of Amherst EMS Department, *Amherst, New Hampshire* 2/2001 – 12/2005

Call Firefighter, Town of Amherst Fire Department, *Amherst, New Hampshire* 2/1997 – 2/2001

Paramedic, Town of Milford Ambulance, *Milford, New Hampshire* 1/1996 – 5/2003

Paramedic, Rockingham Regional Ambulance, Inc., *Nashua, New Hampshire* 5/1992 – 7/1998
Employed as a paramedic on a 911 ambulance in an urban setting. Participated in the Run Form Revision, Vehicle Purchase, and Quality Improvement Committees as well as Chairman of the Uniform Committee.

EMT-Intermediate, Tri-Town Volunteer Ambulance Service, *Pembroke, New Hampshire* 3/1992 – 9/1995
Volunteered as an EMT-I in a rural setting, often being the senior crew member and highest level of care. Responsibilities included serving as an Executive Board member and as the Chairman of the Communications, Scheduling, and Equipment Committees.

EDUCATION

Master's degree, Master of Public Administration (MPA)
University of New Hampshire, Manchester, NH, Graduated 2020

Bachelor's degree, Fire and Emergency Services Administration
Empire State College, Saratoga Springs, NY, Graduated 2014

Executive Fire Officer Program
National Fire Academy, Emmitsburg, MD, Graduated 2011
Selected as Outstanding Research Award recipient twice.

Certificate in Homeland Security
Rivier College, Nashua, New Hampshire, Completed 2007

Associate Degree in Health Science
New Hampshire Technical Institute, Concord, New Hampshire, Graduated 2004

Paramedic Education Program
Elliot Hospital, Manchester, New Hampshire, Graduated 1995

RELEVANT TRAINING AND CERTIFICATIONS

Management of EMS (National Fire Academy)	Advanced Leadership in EMS (National Fire Academy)
Incident Response to Terrorist Bombing (NM Tech)	Radiological/Nuclear for Haz-Mat Technicians (CTOS)
Company Officer I & II (Instructor)	Command and Control of Incident Operations
Fire Inspector I & II (Instructor)	Public Information Officer
Aircraft Rescue Firefighter	Leadership I, II, and III
Hazardous Materials Technician	Homeland Security Exercise Evaluator
Wildland Firefighter I	Fire and Emergency Services Instructor I & II/III
Tactical Emergency Medical Support	Incident Safety Officer
Rescue Systems I & II	Incident Command System 300/400
NFA Initial Company Strategy and Tactics Series	FF I/FF II (Instructor)
Confined Space Technician	EVDT (Instructor)
Trench Rescue Technician	IAFF Fire Ground Survival (Instructor)
Rope Rescue Technician	Ice Rescue Technician (Instructor)
Advanced Auto Extrication (Train-the-Trainer)	Driver/Operator: Aerial (Instructor)
Driver/Operator: Pumps (Instructor)	New Hampshire Part-time Police Academy
FEMA Grant Management	Grant Writing

NATIONAL CONFERENCES

2013 Executive Fire Officer Graduate Symposium, *Emmitsburg, MD*
2012 Firehouse Expo, *Baltimore, MD*
2012 Executive Fire Officer Graduate Symposium, *Emmitsburg, MD*
2010 Executive Fire Officer Graduate Symposium, (Presenter), *Emmitsburg, MD*
2009 Executive Fire Officer Graduate Symposium, (Presenter), *Emmitsburg, MD*
2006 EMS Expo Conference, *Las Vegas, NV*
2002 EMS Expo Conference, *Nashville, TN*
2001 EMS Today Conference, *Baltimore, MD*

AWARDS AND RECOGNITION

2019 Londonderry Firefighter of the Year, *VFWS Memorial Post 5791*
2013 Certificate of Merit, *Londonderry Fire Department*
2010 Outstanding Applied Research Award, *United States Fire Administration*
2010 A. Don Manno Award, *National Society of Executive Fire Officers*
2009 Outstanding Applied Research Award, *United States Fire Administration*
2009 A. Don Manno Award, *National Society of Executive Fire Officers*
2009 Commendation, *Londonderry Fire Department*
2008 Commendation, *Londonderry Fire Department*
2007 Commendation, *Londonderry Fire Department*
2007 Dean's List, *Rivier College*
2006 Dean's List, *Rivier College*
2004 High Honors, *New Hampshire Technical Institute*
2003 Firefighter of the Year, *Londonderry Fire Department*
2001 Commendation, *Mont Vernon Police Department*
2001 Paramedic of the Year, *Parkland Medical Center*
2001 Academic Achievement, *New Hampshire Fire Standards and Training – Company Officer*
1998 Academic Honors, *New Hampshire Police Standards and Training*
1992 Performance Award, *Rockingham Regional Ambulance, Inc.*

ASSOCIATIONS AND MEMBERSHIPS

- International Association of Fire Fighters
- National Fire Academy Alumni Association
- National Fire Protection Association

DONALD M. WALDRON
RESUME SUPPLEMENT
MAJOR ACCOMPLISHMENTS

Leadership

- Working with stakeholders, staff and the “1041 Visiting Committee” on the next edition of the Fire and Emergency Services Instructor programs. This includes the development of an all online version of the Instructor II/III program.
- Appointed in 2010 to the National Fire Protection Association (NFPA) 1021 Standard for Fire Officer Professional Qualifications Technical Committee and participated in the consensus-based development of the 2014 and 2019 editions.
- Serve as Vice-Chairman of the Londonderry Fire Policy and Guideline Committee which is tasked with development and approval of all department administrative policies and guidelines. Policies and guidelines developed by this committee are submitted directly to the Chief for final approval.
- Worked with various town departments and community organizations to provide guidance on implemented AED programs. These organizations have included churches, homeowner’s associations, the Londonderry School District and Londonderry Police.
- Formed a member recognition program for the Londonderry Fire Department. Development included forming a steering committee of stakeholders to develop an awards program, conduct nomination reviews and hold an awards ceremony.
- As Program Coordinator of the New Hampshire Fire Academy’s Fire and Emergency Services Instructor programs I plan and schedule resources to run classes; work with students to resolve issues; conduct program and staff evaluations and provide coaching to staff instructors that teach in the Instructor program.
- Served as Executive Board Member (Treasurer) for the Professional Firefighters of Londonderry (IAFF) Local 3160.

Public Presentations and Reports

- Have written a numerous department press releases covering community relations events and major incidents and worked directly with media contacts to promote the department.
- Presented the findings of two research papers that were selected for United States Fire Administration’s Outstanding Research Awards to national audiences at the 2009 and 2010 Executive Fire Officer Graduate Symposiums at the National Fire Academy. The titles of these papers were *An Analysis of Red Lights and Siren Use Responding in EMS Incidents* and *Developing a Fall Prevention Program for Older Adults in Londonderry, NH*. The second report resulted in the development of a fall prevention program in Londonderry.
- Researched and authored an extensive impact report identifying concerns associated with an Urgent Care Center opening in town. The report presented several possible scenarios and outlined solutions to the problems and presented this report to the Town Manager.
- Presented at a Londonderry Town Council meetings on a variety of topics.
- Completed a report on ambulance billing practices comparing our performance to surrounding communities. Because of this report we renegotiated the commission rate we were paying our private billing contractor saving the Town over \$12,000 a year.
- Performed an audit of the performance of our private ambulance billing contractor revealing many critical errors made by the contractor. Correcting these errors resulted in an additional \$45,000 of billed revenue.

Training

- As a NH Fire Academy Staff Instructor have instructed various programs including IAFF Fire Ground Survival, Inspector I, Officer I & II, Aerial Operator, Pumps, and Ice Rescue and as lead instructor in the Emergency Vehicle Driver Training program courses.
- As Program Coordinator for the Education Technology group I have worked on numerous projects leveraging technology to deliver cost effective and timely training material to distance learners via an online environment. Was also instrumental in the development of the “First Alarm” YouTube reality video series following four people as they completed the NHFA Recruit program.
- As Program Coordinator for the Instructor Programs I manage a program includes about two dozen instructors, and six program deliveries per fiscal year training approximately 150 students per year at various levels of Instructor certifications.

Administration

- Worked on a number of grant applications for the Londonderry Fire Department. Amongst these were successful grants for active shooter equipment and training; a \$1.1million SAFER. grant to hire four additional firefighters; over \$70,000 in COVID-19 related funding and most recently a \$230,000 AFG grant for new SCBA equipment. In addition to writing these grants I have also been tasked with administering the awards. In these capacities I frequently work with numerous Town departments including the Town Manager’s office and the Finance Director to navigate the periods of performance and close-out phases of each grant.
- Function as the Londonderry Fire Hiring Officer conducting extensive confidential background investigations and medical, psychological and polygraph screenings on employment candidates and present hiring recommendations to the Fire Chief.
- Worked closely with the Manchester-Boston Regional Airport Fire Department on updating the Airport Disaster Plan. A number of changes have been made to the Airport Disaster Plan based on this input, including some major changes that included: utilization of E-911 to activate specific “tiers” of hospitals depending on MCI category; methods of transporting “red” patients, the elimination of hospital polling and radio updates on individual patients.



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@manchesternh.gov
Web: www.ManchesterNH.Gov



Robert J. Gagne, Chairman
W. Michael Hurley

Lisa Turner
Assistant to Assessors

To: Board of Mayor and Aldermen
From: Board of Assessors
Date: August 31, 2021
Re: Request for Public Hearing
RSA 79-E Community Revitalization Tax Relief Incentive Application
Raxx Lemay Buildings / 1211 Elm St & 1217 Elm St

Dear Mayor Craig and Members of the Board:

The City of Manchester has received a request for tax relief under NH RSA 79-E, the Community Revitalization Tax Relief Incentive statute. Because the Manchester Economic Development Office is currently unstaffed, I have been asked to review the application to determine whether the proposed project is eligible for relief under the state statute and under Ordinance 36.40 of the City of Manchester Code of Ordinances.

The statute requires that upon receipt of a 79-E application, the governing body shall hold a duly noticed public hearing to take place no later than 60 days from receipt of the application to determine whether the proposed project is eligible for relief (RSA 79-E II). Further, the governing body is required to render a decision granting or denying the requested relief within 45 days after the public hearing (RSA 79-E III).

The developer's application is attached and a summary of findings is provided herein.

Building and Project Description

The proposed project consists of two existing tax parcels located along the east side of Elm Street just north of its intersection with Bridge Street. 1211 Elm St, Map 41 Lot 8, is a three story commercial building on full basement having a 10,000 SF footprint (100' by 100'). It is the former home to "Raxx Billiards". 1217 Elm St, Map 41 Lot 7, is a two story commercial building on full basement having a 5,345 SF footprint (50' by 100' less two small first floor jogs). It is the former home to Lemay Brothers Jewelers. Both buildings had previously been used as retail first floor space and office upper floor space. Both buildings are reported to currently be vacant.

The applicant represents that the buildings will undergo extensive renovation with an estimated project cost of approximately \$6.9M per the application. The proposed floorplans submitted with the application package indicate the Elm St facing front section of the first floor will be commercial retail, office and fitness club use. The rear / east facing remainder of the first floor will be converted to residential apartment use (7 units). The upper two floors will be converted to residential use with 16 second floor apartment units and 10 third floor apartment units. The project will contain a total of 33 residential apartment units. The basement will be partially finished for use as a “Speakeasy” with bar and food service. The remainder of the basement will consist of storage locker space.

The plans appear to depict retention of the unique front facade, which consist of brick exterior walls and glass block windows. The plans also depict a roof deck on the 1217 Elm St “Lemay Brothers” section of the building, accessed from the third floor of the 1211 Elm St section of the building.

Statutory Criteria

To receive property tax relief under the statute, an applicant must demonstrate compliance with several requirements:

Must Provide a Public Benefit In order to qualify for tax relief, the proposed substantial rehabilitation must provide at least one of the following public benefits (RSA 79-E:7):

- I. *It enhances the economic vitality of the downtown;*
The proposed substantial rehabilitation would enhance the economic vitality of its neighborhood and area by converting two currently vacant and underutilized buildings to productive use, adding approximately 9,000 SF of renovated first floor retail space and the economic activity of 33 new downtown residential units
- II. *It enhances and improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district, town center, or village center in which the building is located;*
The applicant has not indicated any cultural or historic significance to this building or project but the plans do depict the unique style of the front façade will be retained.
- II-a. *It promotes the preservation and reuse of existing building stock throughout a municipality by the rehabilitation of historic structures, thereby conserving the embodied energy in accordance with energy efficiency guidelines established by the U.S. Secretary of the Interior's Standards for Rehabilitation;*
N/A – The applicant has not indicated whether this project will meet any specific energy efficiency guidelines
- III. *It promotes development of municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B;*
N/A – The applicant has not indicated whether this project promotes development of municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B or
- IV. *It increases residential housing in urban or town centers.*
The applicant proposes to add 33 residential apartment units within the City’s urban center

The proposed project meets the requirement of providing a public benefit as it provides three of the public benefits listed above.

Must Be a Qualifying Structure Per City Ordinance 36.40 (A) pursuant to RSA 79-E:2 II, Qualifying Structure means a building located within the CBSD Central Business Service District or the RDV Redevelopment District. The proposed project meets this requirement as the structures are located within the CBSD Central Business Service District.

Rehabilitation must be substantial As defined by City Ordinance 36.40 (B) pursuant to RSA 79-E:2 IV, Substantial Rehabilitation is rehabilitation that costs at least 15% of the pre-rehabilitation assessed valuation or at least \$75,000 whichever is greater. The combined pre-rehabilitation 2021 assessed valuation for the two project parcels is \$2,058,300. The 15% threshold is \$308,745. The applicant represents that the total estimated project rehabilitation cost is \$6,905,000. The proposed project cost meets the Substantial Rehabilitation requirement.

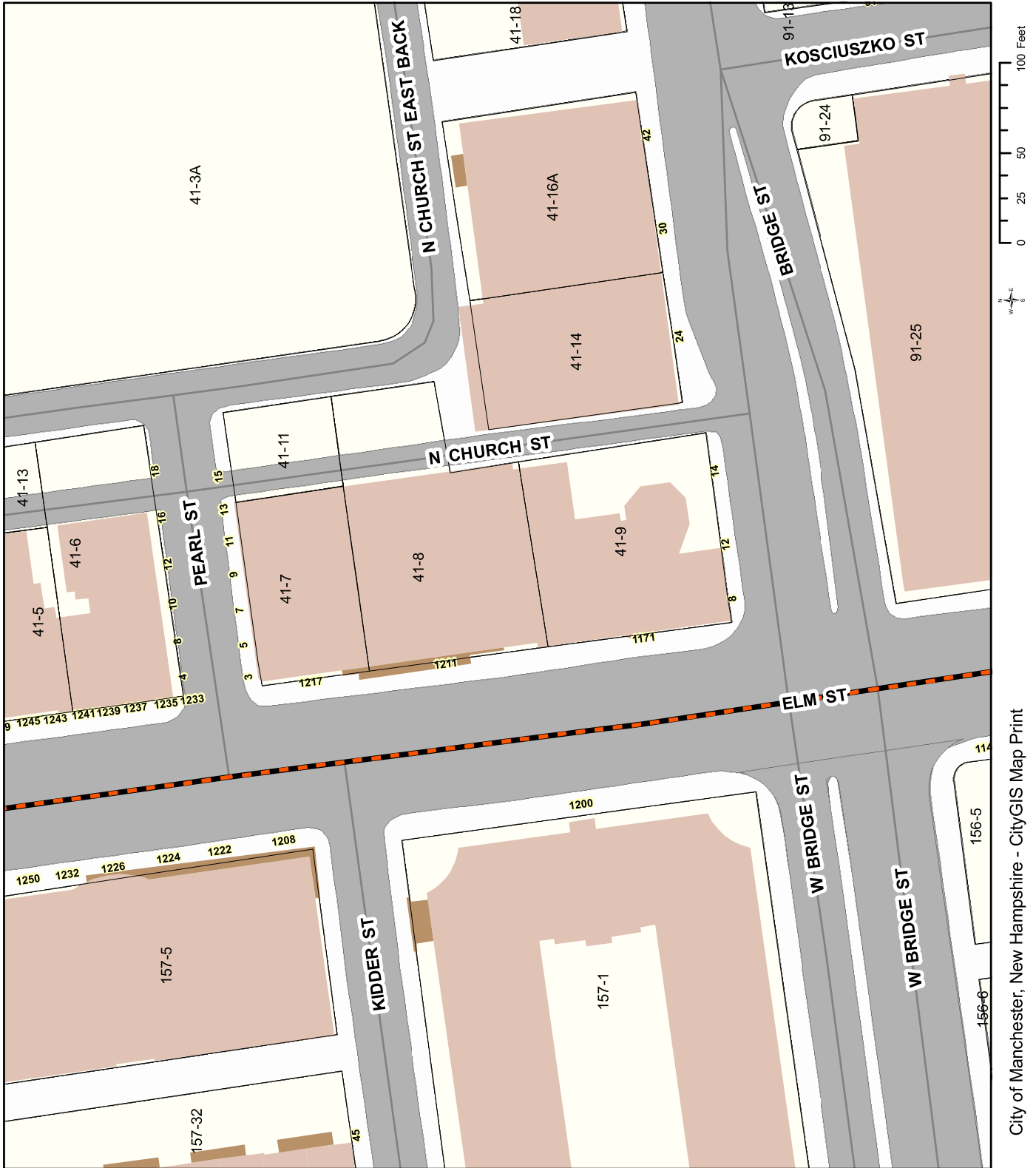
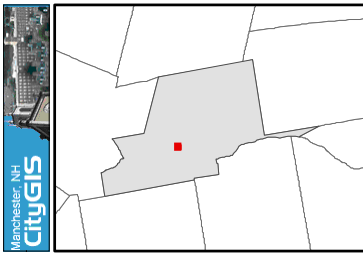
Term of Covenant The applicant has requested a tax relief period of 7 years. Per City Ordinance 36.40 (C) pursuant to RSA 79-E:5 the Board of Mayor and Aldermen shall grant a tax relief period of up to, but not exceeding, five years. The applicants request for a 7-year relief period must be denied. In the alternative, the applicant could revise the request to 5 years, which the BMA could grant.

I remain available to answer any questions that you may have regarding this matter.

A handwritten signature in black ink, appearing to read "Robert J. Gagne", written over a horizontal line.

Robert J. Gagne, Chairman

Encl: GIS map and Property Record Cards



DISCLAIMER

The information appearing on this map is for the convenience of the public use of the City of New York. The City Manager, NY (the "City"), does not warrant the accuracy. All boundaries, easements, area measurements, rights-of-way, etc. appearing on this map should only be considered approximations, and as such have no official or legal value. The City makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. The City assumes no liability whatsoever associated with the use or misuse of this information. The official public records from the City of New York, including the official records of various City, County, and State agencies, departments, and departments, are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.

CURRENT OWNER				TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT				2017	
RAXX LEMAY LLC 955 GOFFS FALLS RD #5282 REAL_OWNERS NH 03108				1 Level	1 All Public	1 Paved	1 Urban	Code	Appraised	Assessed	MANCHESTER, NH						
				1 Suitable		5 Curb & Gutter		3260	1,311,200	1,311,200							
						6 Sidewalk		3260	140,700	140,700							
								3260	3,000	3,000							
SUPPLEMENTAL DATA																	
A/E Prcl ID Land Adjus NO Voided NO Total SF 13006 Zone Frontage/D CBSD GIS ID 41-8										RAD OR C RAD = 120 Callback Lt Sketch Not Land Class C Parcel Zip 03101-1307 Assoc Pld#							
RECORD OF OWNERSHIP				BK-VOL/PAGE		SALE DATE		QU / VII		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)			
RAXX LEMAY LLC 1211 ELM STREET LLC NEW ENGLAND BEAUTY SUPPLY CORP				9094 6397 0 0	2478 1285 0 0	07-27-2018 04-18-2001	U I Q I	1 1	1,240,000 640,000 0 0	24 04	Year	Code	Assessed	Year	Code	Assessed	
				Amount		Description		Number		Amount		Comm Int					
Total				0.00													
EXEMPTIONS				OTHER ASSESSMENTS										APPRAISED VALUE SUMMARY			
Description				Amount		Code		Description		Number		Amount		Comm Int			

[illegible]

CURRENT OWNER			TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT				2017	
RAXX LEMAY LLC	1	Level	1	All Public	1	Paved	1	Urban	1	Urban	Code	Appraised	Assessed	2017		
	1	Suitable	5	Curb & Gutter	9	Corner	5	Corner	9	Corner	3220	616,100	616,100	MANCHESTER, NH		
			6	Sidewalk			6	Sidewalk			3220	124,900	124,900			
											3220	3,100	3,100			
SUPPLEMENTAL DATA																
113 WEST G ST #805																
RAD OR C RAD = 120																
Callback Lt																
Sketch Not																
Land Class C																
Parcel Zip 03101-1326																
Assoc Pld#																
GIS ID 41-7																
REAL_OWNERS CA 92101																
VISION																
RECORD OF OWNERSHIP				BK-VOL/PAGE		SALE DATE		QU / VI		SALE PRICE		PREVIOUS ASSESSMENTS (HISTORY)				
RAXX LEMAY LLC				9094 2486		07-06-2018		U I		695,000		81		Total 744,100		
GAGNON, VIRGINIA L				9037 1485		12-18-2017		U I		22,500		27		521,200		
GAGNON, VIRGINIA L				9035 0490		11-15-2017		U I		0		48		521,200		
GAGNON, VIRGINIA F				8925 2246		11-15-2016		U I		0		38		108,600		
GAGNON, VIRGINIA F				8914 0535		10-18-2016		U I		0		38		108,600		
				Total		0.00								2,900		
				Total										632,700		
This signature acknowledges a visit by a Data Collector or Assessor																
EXEMPTIONS				OTHER ASSESSMENTS												
Year Code Description				Amount		Code		Description		Number		Amount		Comm Int		



September 22, 2021

Honorable Joyce Craig, Mayor
Board of Alderman
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Re: Raxx Lemay Building Community Revitalization Tax Relief Incentive Application

Dear Mayor Craig and Members of the Board:

Please let this letter serve as notice that we request to revise our Application for the Community Revitalization Tax Relief Incentive dated August 9, 2021.

We are respectfully requesting five years of tax relief as opposed to seven in our previous application. Please feel free to contact me with any questions regarding this project

We appreciate your consideration in this application.

Sincerely,

Jason Garland

Jason Garland
North & South Construction Services
19 Nimble Hill Road
Suite 2
Newington, NH 03801



August 9, 2021

Honorable Joyce Craig, Mayor
Board of Alderman
City of Manchester
One City Hall Plaza
Manchester, NH 03101

City Clerk's Office

AUG 10 2021

RECEIVED

Re: Raxx Lemay Building Community Revitalization Tax Relief Incentive Application

Dear Mayor Craig and Members of the Board:

Please see the enclosed Application for the Community Revitalization Tax Relief Incentive along with a check payable to the City of Manchester for the \$50.00 application fee.

We are respectfully requesting seven years of tax relief which is vital to making this project financially viable. Please feel free to contact me with any questions regarding this project

We appreciate your consideration in this application.

Sincerely,

Jason Garland

Jason Garland
North & South Construction Services
19 Nimble Hill Road
Suite 2
Newington, NH 03801



CITY OF MANCHESTER

Economic Development Office



Community Revitalization Tax Relief Incentive Application

Building Name (if any) Raxx Lemay Building Building Address 1211-1217 Elm Street Manchester, NH 03101	Owner Name(s) Raxx Lemay, LLC Applicant Name(s) (if different from owner) Signature On Elm, LLC
Owner Address (es) 113 West G St. #805 San Diego, CA 92101 Phone # 760-803-2801 Email address robynn@infiniteequitiesgroup.com	Applicant Address (if different from owner) 955 Goffs Falls Road, #5282 Manchester, NH 03108 Phone # 603-231-1193 Email address jason@northsouthnh.com
Map# 41 41 Lot# 08 07	Book# 9094 9094 Page # 2478 2486
Year Built <u>1948/1946</u> Square Footage of Building <u>40,441sf and 16,035sf</u>	Is the building eligible or listed on the State or National Register of Historic Places or located in a Local, State, or Federal Historic District? Yes _____ No <u>X</u> (provide historic district name if applicable)
Existing Uses (describe number of units by type and size) Currently 56,000 sf vacant retail and upper floor space Proposed Uses (describe number of units by type and size) 33 Residential units, 4 first floor retail/office spaces, Basement storage and Speakeasy	Is there a change of use associated with this project? <u>X</u> Yes ___ No _____ If so, please describe:
Will the project include new residential units? <u>X</u> Yes ___ No If yes, please describe:	Will the project include new affordable residential units? <u>X</u> Yes ___ No If yes, please describe:

Note: Application must be accompanied by a \$50 Application Fee made payable to "City of Manchester"
 Revised 1.6.15

Will any state or federal grants or funds be used in this project? If so, describe and detail any terms of repayment (if applicable) No

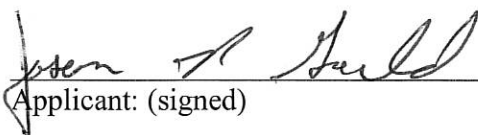
Describe the work to be done and estimated cost: please attach additional sheets if necessary and any written construction estimates

Structural:	\$ \$2,963,000
Electrical:	\$ 689,000
Plumbing/Heating:	\$ \$1,007,000
Mechanical:	\$ \$380,000
Other:	\$ \$1,866,000
Total: Note: To qualify for this tax relief incentive, the costs of the project must be at least 15 percent of the pre-rehabilitation assessed valuation or at least \$75,000 whichever is greater.	\$ \$6,905,000

Please attach any plot plans, building plans, sketches, renderings or photographs that would help explain this application.

APPROVAL BY A MAJORITY OF MAYOR AND ALDERMEN REQUIRED

I have read and understand the Community Revitalization Tax Relief Incentive RSA Ordinance (see following pages) and am aware that this will be a public process including a public hearing to be held to discuss the merits of this application and the subsequent need to enter into a covenant with the City and pay any reasonable expenses associated with the drafting of the covenant.

 JASON GARLAND 8/19/2021
Applicant: (signed) (name printed) Date

Expected project start: OCT 2021 Expected project completion: APRIL 2023

TITLE V TAXATION

CHAPTER 79-E COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE

Section 79-E:1

79-E:1 Declaration of Public Benefit. –

- I. It is declared to be a public benefit to enhance downtowns and town centers with respect to economic activity, cultural and historic character, sense of community, and in-town residential uses that contribute to economic and social vitality.
- II. II. It is further declared to be a public benefit to encourage the rehabilitation of the many underutilized structures in urban and town centers as a means of encouraging growth of economic, residential, and municipal uses in a more compact pattern, in accordance with RSA 9-B.

II-a. In instances where a qualifying structure is determined to possess no significant historical, cultural, or architectural value and for which the governing body makes a specific finding that rehabilitation would not achieve one or more of the public benefits established in RSA 79-E:7 to the same degree as the replacement of the underutilized structure with a new structure, the tax relief incentives provided under this chapter may be extended to the replacement of an underutilized structure in accordance with the provisions of this chapter.

II-b. It is further declared to be a public benefit to encourage the rehabilitation of historic structures in a municipality by increasing energy efficiency in the preservation and reuse of existing building stock.

III. Short-term property assessment tax relief and a related covenant to protect public benefit as provided under this chapter are considered to provide a demonstrated public benefit if they encourage substantial rehabilitation and use of qualifying structures, or in certain cases, the replacement of a qualifying structure, as defined in this chapter.

Source. 2006, 167:1. 2009, 200:3, 4, eff. July 15, 2009. 2013, 78:1, eff. April 1, 2013.

Section 79-E:2

79-E:2 Definitions. – In this chapter:

- I. "Historic structure" means a building that is listed on or determined eligible for listing on the National Register of Historic Places or the state register of historic places.
- II. "Qualifying structure" means a building located in a district officially designated in a municipality's master plan, or by zoning ordinance, as a downtown, town center, central business district, or village center, or, where no such designation has been made, in a geographic area which, as a result of its compact development patterns and uses, is identified by the governing body as the downtown, town center, or village center for purposes of this chapter. Qualifying structure shall also mean historic structures in a municipality whose preservation and reuse would conserve the embodied energy in existing building stock. Cities or towns may further limit "qualifying structure" according to the procedure in RSA 79-E:3 as

meaning only a structure located within such districts that meet certain age, occupancy, condition, size, or other similar criteria consistent with local economic conditions, community character, and local planning and development goals. Cities or towns may further modify "qualifying structure" to include buildings that have been destroyed by fire or act of nature, including where such destruction occurred within 15 years prior to the adoption of the provisions of this chapter by the city or town.

- III. "Replacement" means the demolition or removal of a qualifying structure and the construction of a new structure on the same lot.
- IV. "Substantial rehabilitation" means rehabilitation of a qualifying structure which costs at least 15 percent of the pre-rehabilitation assessed valuation or at least \$75,000, whichever is less. In addition, in the case of historic structures, substantial rehabilitation means devoting a portion of the total cost, in the amount of at least 10 percent of the pre-rehabilitation assessed valuation or at least \$5,000, whichever is less, to energy efficiency in accordance with the U.S. Secretary of the Interior's Standards for Rehabilitation. Cities or towns may further limit "substantial rehabilitation" according to the procedure in RSA 79-E:3 as meaning rehabilitation which costs a percentage greater than 15 percent of pre-rehabilitation assessed valuation or an amount greater than \$75,000 based on local economic conditions, community character, and local planning and development goals.
- V. "Tax increment finance district" means any district established in accordance with the provisions of RSA 162-K.
- VI. "Tax relief" means:
 - (a) For a qualifying structure, that for a period of time determined by a local governing body in accordance with this chapter, the property tax on a qualifying structure shall not increase as a result of the substantial rehabilitation thereof.
 - (b) For the replacement of a qualifying structure, that for a period of time determined by a local governing body in accordance with this chapter, the property tax on a replacement structure shall not exceed the property tax on the replaced qualifying structure as a result of the replacement thereof.
 - (c) For a qualifying structure which is a building destroyed by fire or act of nature, that for a period of time determined by a local governing body in accordance with this chapter, the property tax on such qualifying structure shall not exceed the tax on the assessed value of the structure that would have existed had the structure not been destroyed.
- VII. "Tax relief period" means the finite period of time during which the tax relief will be effective, as determined by a local governing body pursuant to RSA 79-E:5.

Source. 2006, 167:1. 2009, 200:5-7. 2010, 329:1, 2. 2011, 237:1, 2, eff. July 5, 2011. 2013, 78:2, eff. April 1, 2013.

Section 79-E:3

79-E:3 Adoption of Community Revitalization Tax Relief Incentive Program –

- I. Any city or town may adopt or modify the provisions of this chapter by voting whether to accept for consideration or modify requirements for requests for community revitalization tax relief incentives. Any city or town may do so by following the procedures in this section.
- II. In a town, other than a town that has adopted a charter pursuant to RSA 49-D, the question shall be placed on the warrant of a special or annual town meeting, by the governing body or by petition under RSA 39:3.
- III. In a city or town that has adopted a charter under RSA 49-C or RSA 49-D, the legislative body may consider and act upon the question in accordance with its normal procedures for passage of resolutions, ordinances, and other legislation. In the alternative, the legislative body of such municipality may vote to place the question on the official ballot for any regular municipal election.
- IV. If a majority of those voting on the question vote "yes," applications for community revitalization tax relief incentives may be accepted and considered by the local governing body at any time thereafter, subject to the provisions of paragraph VI of this section.
- V. If the question is not approved, the question may later be voted on according to the provisions of paragraph II or III of this section, whichever applies.
- VI. The local governing body of any town or city that has adopted this program may consider rescinding its action in the manner described in paragraph II or III of this section, whichever applies. A vote terminating the acceptance and consideration of such applications shall have no effect on incentives previously granted by the city or town, nor shall it terminate consideration of applications submitted prior to the date of such vote.

Source. 2006, 167:1. 2010, 329:3, eff. July 20, 2010.

Section 79-E:4

79-E:4 Community Revitalization Tax Relief Incentive. –

- I. An owner of a qualifying structure who intends to substantially rehabilitate or replace such structure may apply to the governing body of the municipality in which the property is located for tax relief. The applicant shall include the address of the property, a description of the intended rehabilitation or replacement, any changes in use of the property resulting from the rehabilitation or replacement, and an application fee.
- II. I-a. In order to assist the governing body with the review and evaluation of an application for replacement of a qualifying structure, an owner shall submit to the governing body as part of the application, a New Hampshire division of historical resources individual resource inventory form, prepared by a qualified architectural historian and a letter issued by the local heritage commission and if the qualifying structure is located within a designated historic district established in accordance with RSA 674:46, a letter from the historic district commission or, if such local commissions are not established, a letter issued by the New

Hampshire division of historical resources that identifies any and all historical, cultural, and architectural value of the structure or structures that are proposed to be replaced and the property on which those structures are located. The application for tax relief shall not be deemed to be complete and the governing body shall not schedule the public hearing on the application for replacement of a qualifying structure as required under RSA 79-E:4, II until the inventory form and the letter, as well as all other required information, have been submitted.

- III. Upon receipt of an application, the governing body shall hold a duly noticed public hearing to take place no later than 60 days from receipt of the application, to determine whether the structure at issue is a qualifying structure; whether any proposed rehabilitation qualifies as substantial rehabilitation; and whether there is a public benefit to granting the requested tax relief and, if so, for what duration.
- IV. No later than 45 days after the public hearing, the governing body shall render a decision granting or denying the requested tax relief and, if so granting, establishing the tax relief period.
- V. (a) The governing body may grant the tax relief, provided:
 - (1) The governing body finds a public benefit under RSA 79-E:7; and
 - (2) The specific public benefit is preserved through a covenant under RSA 79-E:8;and
 - (3) The governing body finds that the proposed use is consistent with the municipality's master plan or development regulations; and
 - (4) In the case of a replacement, the governing body specifically finds that the local heritage commission or historic district commission or, if such local commissions are not established, the New Hampshire division of historical resources has determined that the replaced qualifying structure does not possess significant historical, cultural, or architectural value, the replacement of the qualifying structure will achieve one or more of the public benefits identified in RSA 79-E:7 to a greater degree than the renovation of the underutilized structure, and the historical, cultural, or architectural resources in the community will not be adversely affected by the replacement. In connection with these findings, the governing body may request that the division of historical resources conduct a technical evaluation in order to satisfy the governing body that historical resources will not be adversely affected.(b) If the governing body grants the tax relief, the governing body shall identify the specific public benefit achieved under RSA 79-E:7, and shall determine the precise terms and duration of the covenant to preserve the public benefit under RSA 79-E:8.
- VI. If the governing body, in its discretion, denies the application for tax relief, such denial shall be accompanied by a written explanation. The governing body's decision may be appealed either to the board of tax and land appeals or the superior court in the same manner as provided for appeals of current use classification pursuant to RSA 79-A:9 or 79-A:11 provided, however, that such denial shall be deemed discretionary and shall not be set aside by the board of tax and land appeals or the superior court except for bad faith or discrimination.
- VII. Municipalities shall have no obligation to grant an application for tax relief for properties located within tax increment finance districts when the governing body determines, in its sole

discretion, that the granting of tax relief will impede, reduce, or negatively affect:

- (a) The development program or financing plans for such tax increment finance districts;
- or
- (b) The ability to satisfy or expedite repayment of debt service obligations incurred for a tax increment financing district; or
- (c) The ability to satisfy program administration, operating, or maintenance expenses within a tax increment financing district.

Source. 2006, 167:1. 2009, 200:8-11, eff. July 15, 2009.

Section 79-E:5

79-E:5 Duration of Tax Relief Period. –

- I. The governing body may grant such tax assessment relief for a period of up to 5 years, beginning with the completion of the substantial rehabilitation.
 - I-a. For the approval of a replacement of a qualifying structure, the governing body may grant such tax assessment relief for a period of up to 5 years, beginning only upon the completion of construction of the replacement structure. The governing body may, in its discretion, extend such additional years of tax relief as provided for under this section, provided that no such additional years of tax relief may be provided prior to the completion of construction of the replacement structure. The municipal tax assessment of the replacement structure and the property on which it is located shall not increase or decrease in the period between the approval by the governing body of tax relief for the replacement structure and the time the owner completes construction of the replacement structure and grants to the municipality the covenant to protect the public benefit as required by this chapter. The governing body may not grant any tax assessment relief under this chapter with respect to property and structures for which an election has been made for property appraisal under RSA 75:1-a
- II. The governing body may, in its discretion, add up to an additional 2 years of tax relief for a project that results in new residential units and up to 4 years for a project that includes affordable housing.
- III. The governing body may, in its discretion, add up to an additional 4 years of tax relief for the substantial rehabilitation of a qualifying structure that is listed on or determined eligible for listing on the National Register of Historic Places, state register of historic places, or is located within and important to a locally designated historic district, provided that the substantial rehabilitation is conducted in accordance with the U.S. Secretary of Interior's Standards for Rehabilitation.
- IV. The governing body may adopt local guidelines to assist it in determining the appropriate duration of the tax assessment relief period.

Source. 2006, 167:1. 2009, 200:12. 2010, 329:4, eff. July 20, 2010.

Section 79-E:6

79-E:6 Resumption of Full Tax Liability. – Upon expiration of the tax relief period, the property shall be taxed at its market value in accordance with RSA 75:1.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:7

79-E:7 Public Benefit. – In order to qualify for tax relief under this chapter, the proposed substantial rehabilitation must provide at least one of the public benefits, and the proposed replacement must provide one or more of the public benefits to a greater degree than would a substantial rehabilitation of the same qualifying structure, as follows:

- I. It enhances the economic vitality of the downtown;
- II. It enhances and improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district, town center, or village center in which the building is located;
 - II-a. It promotes the preservation and reuse of existing building stock throughout a municipality by the rehabilitation of historic structures, thereby conserving the embodied energy in accordance with energy efficiency guidelines established by the U.S. Secretary of the Interior's Standards for Rehabilitation.
- III. It promotes development of municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B; or
- IV. It increases residential housing in urban or town centers.

Source. 2006, 167:1. 2009, 200:13, eff. July 15, 2009. 2013, 78:3, eff. April 1, 2013.

Section 79-E:7-a

79-E:7-a Public Benefit Determinations. – Cities or towns may adopt according to the procedure in RSA 79-E:3 provisions that further define the public benefits enumerated in RSA 79-E:7 to assist the governing body in evaluating applications made under this chapter based on local economic conditions, community character, and local planning and development goals.

Source. 2010, 329:5, eff. July 20, 2010.

Section 79-E:8

79-E:8 Covenant to Protect Public Benefit. –

- I. Tax relief for the substantial rehabilitation or replacement of a qualifying structure shall be effective only after a property owner grants to the municipality a covenant ensuring that the structure shall be maintained and used in a manner that furthers the public benefits for which

the tax relief was granted and as otherwise provided in this chapter.

- II. The covenant shall be coextensive with the tax relief period. The covenant may, if required by the governing body, be effective for a period of time up to twice the duration of the tax relief period.
- III. The covenant shall include provisions requiring the property owner to obtain casualty insurance, and flood insurance if appropriate. The covenant may include, at the governing body's sole discretion, a lien against proceeds from casualty and flood insurance claims for the purpose of ensuring proper restoration or demolition of damaged structures and property. If the property owner has not begun the process of restoration, rebuilding, or demolition of such structure within one year following damage or destruction, the property owner shall be subject to the termination of provisions set forth in RSA 79-E:9, I.
- IV. The local governing body shall provide for the recording of the covenant to protect public benefit with the registry of deeds. It shall be a burden upon the property and shall bind all transferees and assignees of such property.
 - V. The applicant shall pay any reasonable expenses incurred by the municipality in the drafting, review, and/or execution of the covenant. The applicant also shall be responsible for the cost of recording the covenant.

Source. 2006, 167:1. 2009, 200:14, eff. July 15, 2009.

Section 79-E:9

79-E:9 Termination of Covenant; Reduction of Tax Relief; Penalty. –

- I. If the owner fails to maintain or utilize the building according to the terms of the covenant, or fails to restore, rebuild, or demolish the structure following damage or destruction as provided in RSA 79-E:8, III, the governing body shall, after a duly noticed public hearing, determine whether and to what extent the public benefit of the rehabilitation or replacement has been diminished and shall determine whether to terminate or reduce the tax relief period in accordance with such determination. If the covenant is terminated, the governing body shall assess all taxes to the owner as though no tax relief was granted, with interest in accordance with paragraph II.
- II. Any tax payment required under paragraph I shall be payable according to the following procedure:
 - (a) The commissioner of the department of revenue administration shall prescribe and issue forms to the local assessing officials for the payment due, which shall provide a description of the property, the market value assessment according to RSA 75:1, and the amount payable.
 - (b) The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the payment along with a special tax warrant authorizing the collector to collect the payment under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.
 - (c) Upon receipt of the special tax warrant and prescribed forms, the tax collector shall

mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of payment.

(d) Payment shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18 percent per annum shall be due thereafter on any amount not paid within the 30-day period. Interest at 12 percent per annum shall be charged upon all taxes that would have been due and payable on or before December 1 of each tax year as if no tax relief had been granted.

Source. 2006, 167:1. 2009, 200:15, eff. July 15, 2009.

Section 79-E:10

79-E:10 Lien for Unpaid Taxes. – The real estate of every person shall be held for the taxes levied pursuant to RSA 79-E:9.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:11

79-E:11 Enforcement. – All taxes levied pursuant to RSA 79-E:9 which are not paid when due shall be collected in the same manner as provided in RSA 80.

Source. 2006, 167:1. 2007, 42:3, eff. July 20, 2007.

Section 79-E:12

79-E:12 Rulemaking. – The commissioner of the department of revenue administration shall adopt rules, pursuant to RSA 541-A, relative to the payment and collection procedures under RSA 79-E:9.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:13

79-E:13 Extent of Tax Relief. –

I. (a) Tax relief granted under this chapter shall pertain only to assessment increases attributable to the substantial rehabilitation performed under the conditions approved by the governing body and not to those increases attributable to other factors including but not limited to market forces; or

(b) Tax relief granted under this chapter shall be calculated on the value in excess of the original assessed value. Original assessed value shall mean the value of the qualifying structure assessed at the time the governing body approves the application for tax relief and the owner grants to the municipality the covenant to protect public benefit as required in this chapter, provided that for a qualifying structure which is a building destroyed by fire or act of nature, original assessed value shall mean the value as of the date of approval of the application for tax relief of the qualifying structure that would have existed had the structure not been destroyed.

II. The tax relief granted under this chapter shall only apply to substantial rehabilitation or replacement that commences after the governing body approves the application for tax relief and the owner grants to the municipality the covenant to protect the public benefit as required in this chapter, provided that in the case of a qualifying structure which is a building destroyed by fire or act of nature, and which

occurred within 15 years prior to the adoption of the provisions of this chapter by the city or town, the tax relief may apply to such qualifying structure for which replacement has begun, but which has not been completed, on the date the application for relief under this chapter is approved.

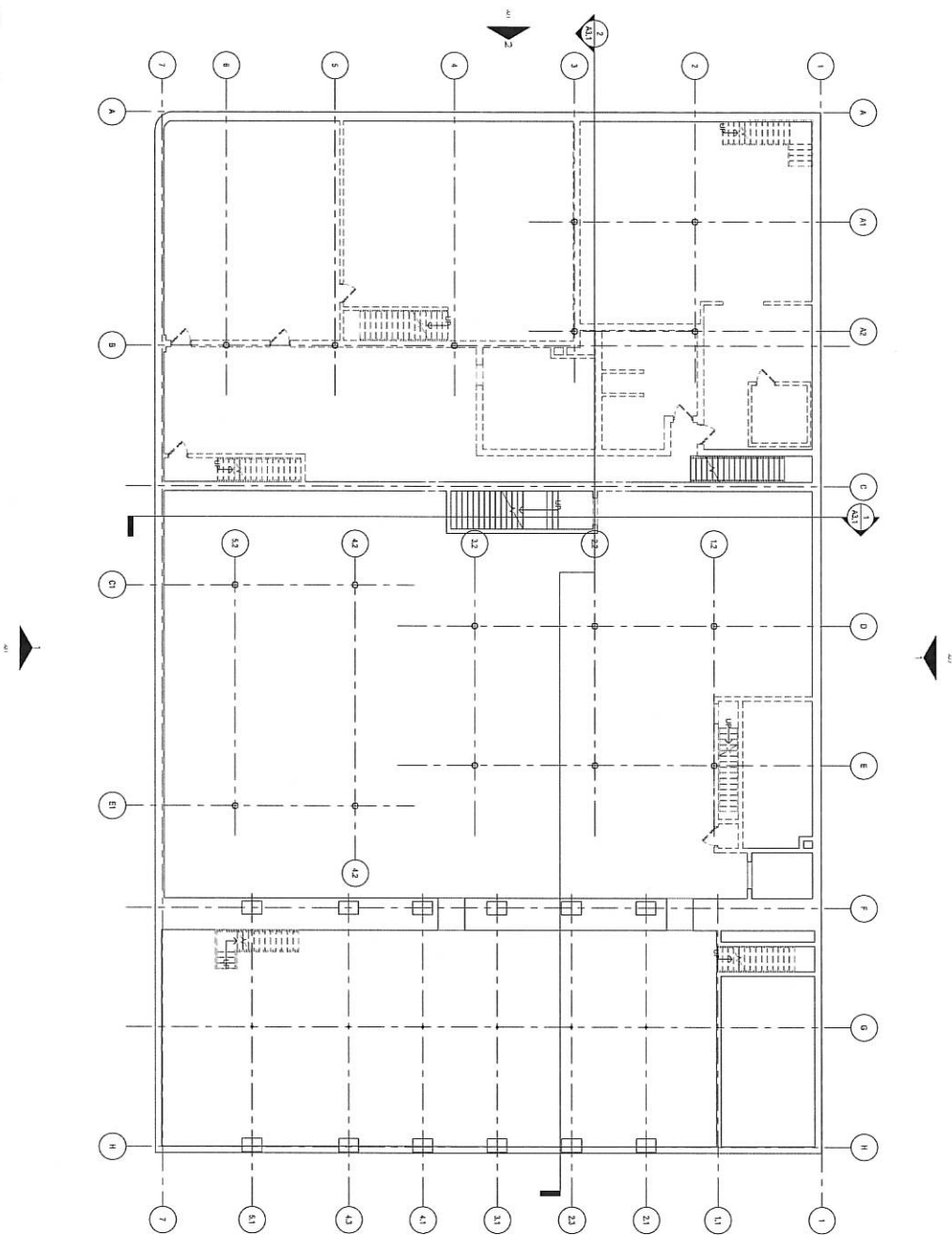
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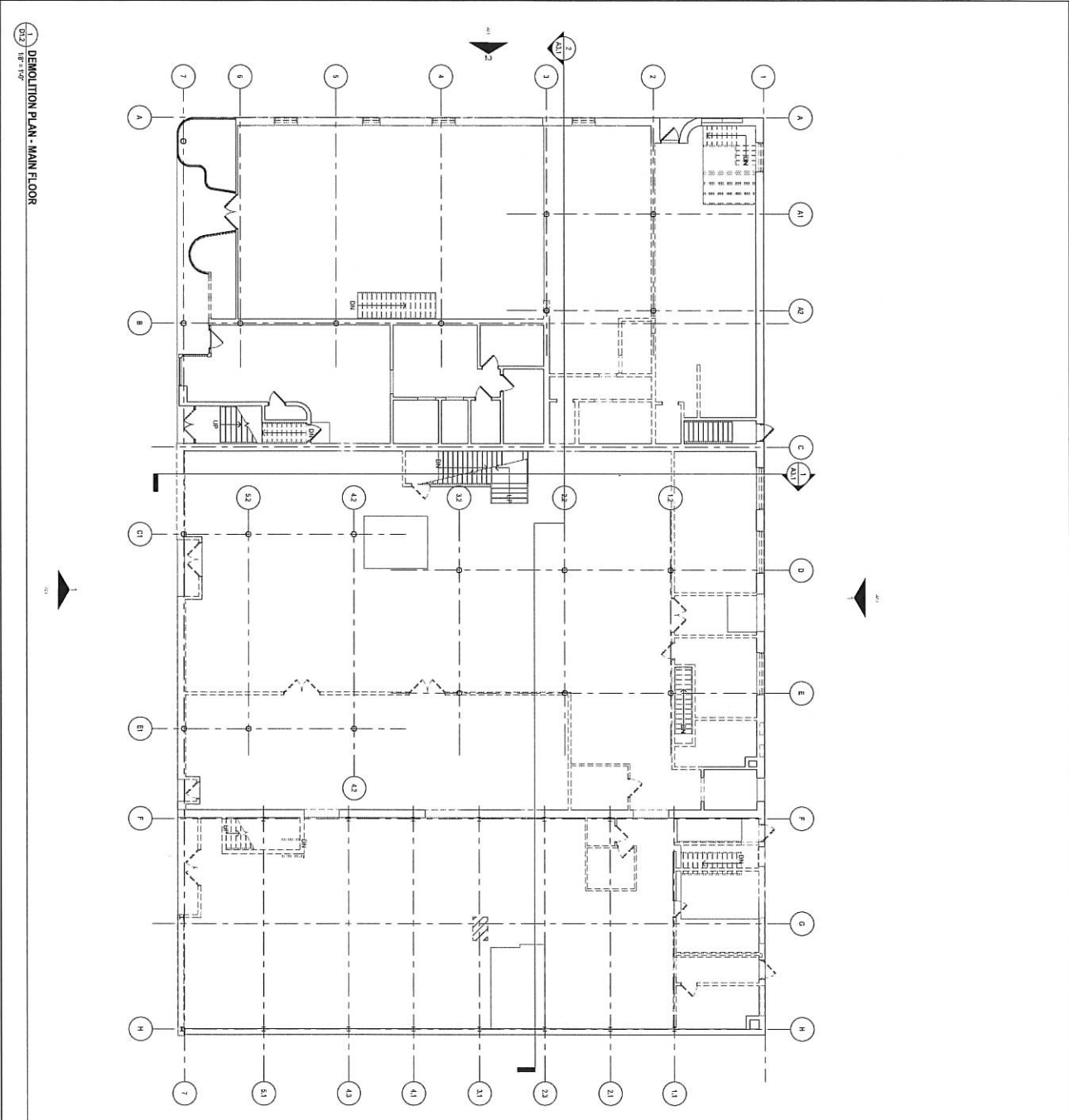
Section 79-E:14

79-E:14 Other Programs. – The provisions of this chapter shall not apply to properties whose rehabilitation or construction is subsidized by state or federal grants or funds that do not need to be repaid totaling more than 50 percent of construction costs from state or federal programs.

Source. 2006, 167:1, eff. April 1, 2006.

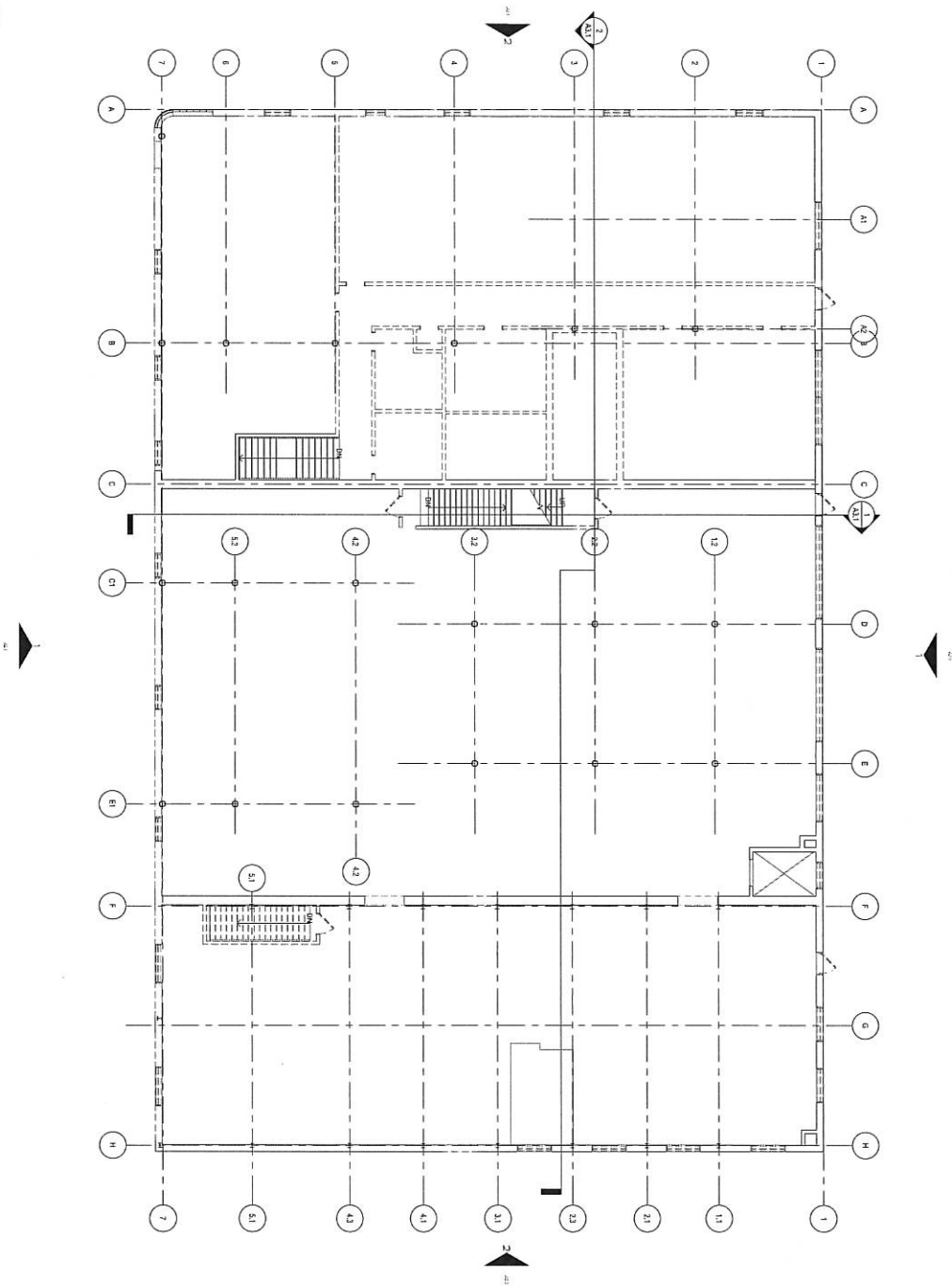
DEMOLITION PLAN - BASEMENT





DEMOS

1 DEMOLITION PLAN - SECOND FLOOR
 1/8" = 1'-0"



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REVISIONS

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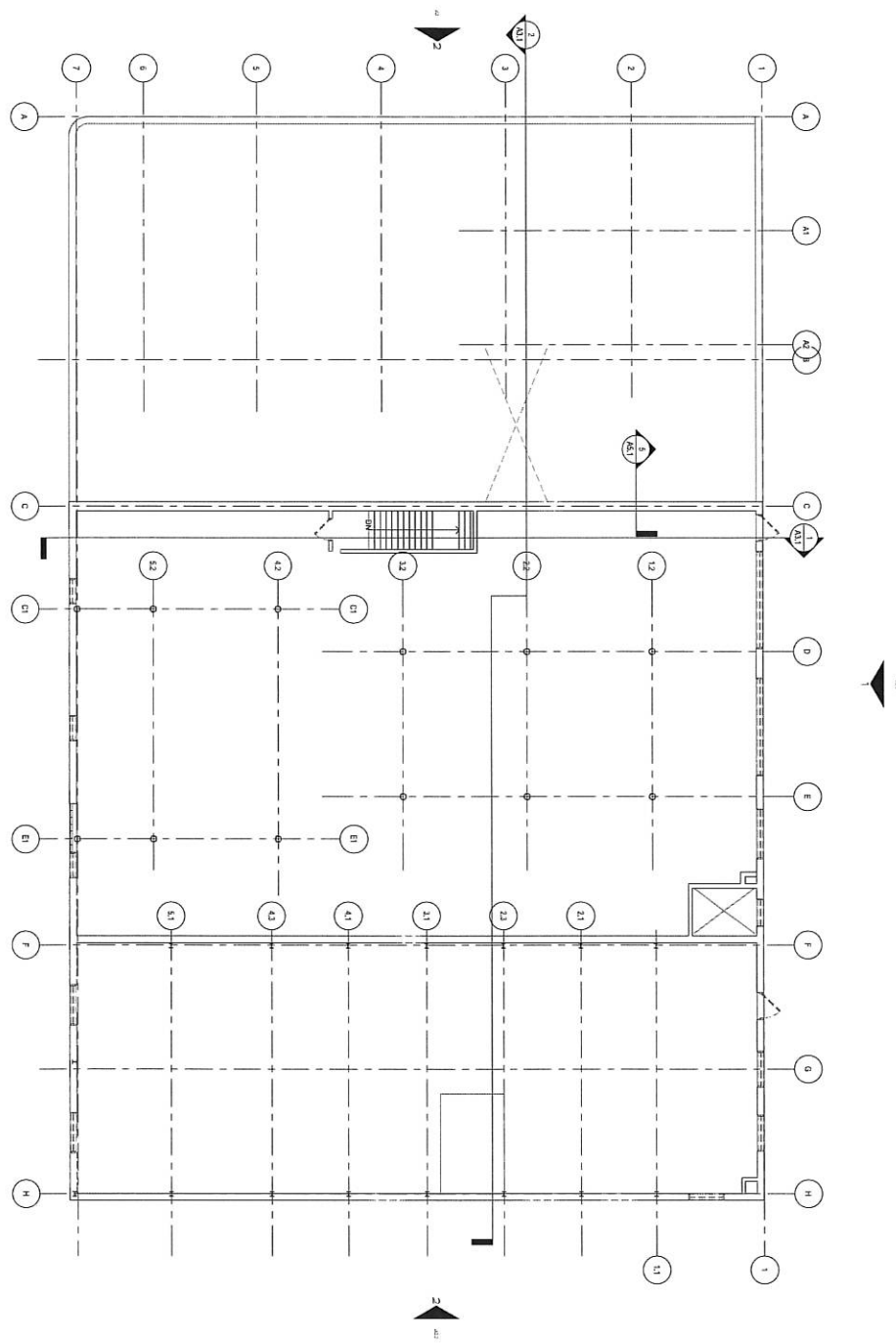
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 by RAXX-LEMAI LLC
 SAN DIEGO, CA

APPROVED BY: [Signature]
 PROJECT MANAGER

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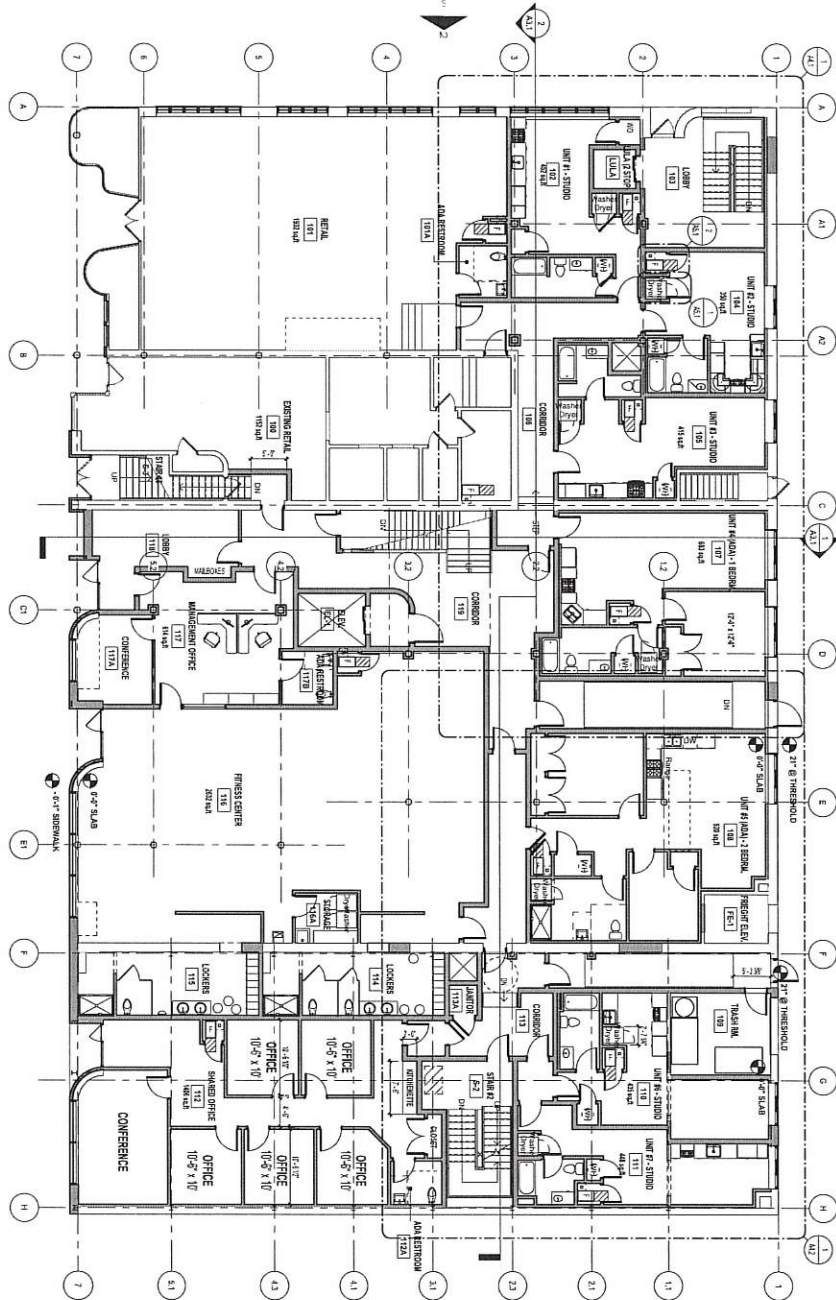
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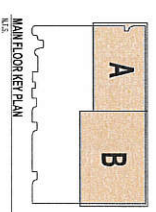
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DEMO NOTES

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	Page 191 of 254			



MAIN FLOOR
1/8" = 1'-0"



MAIN FLOOR KEY PLAN

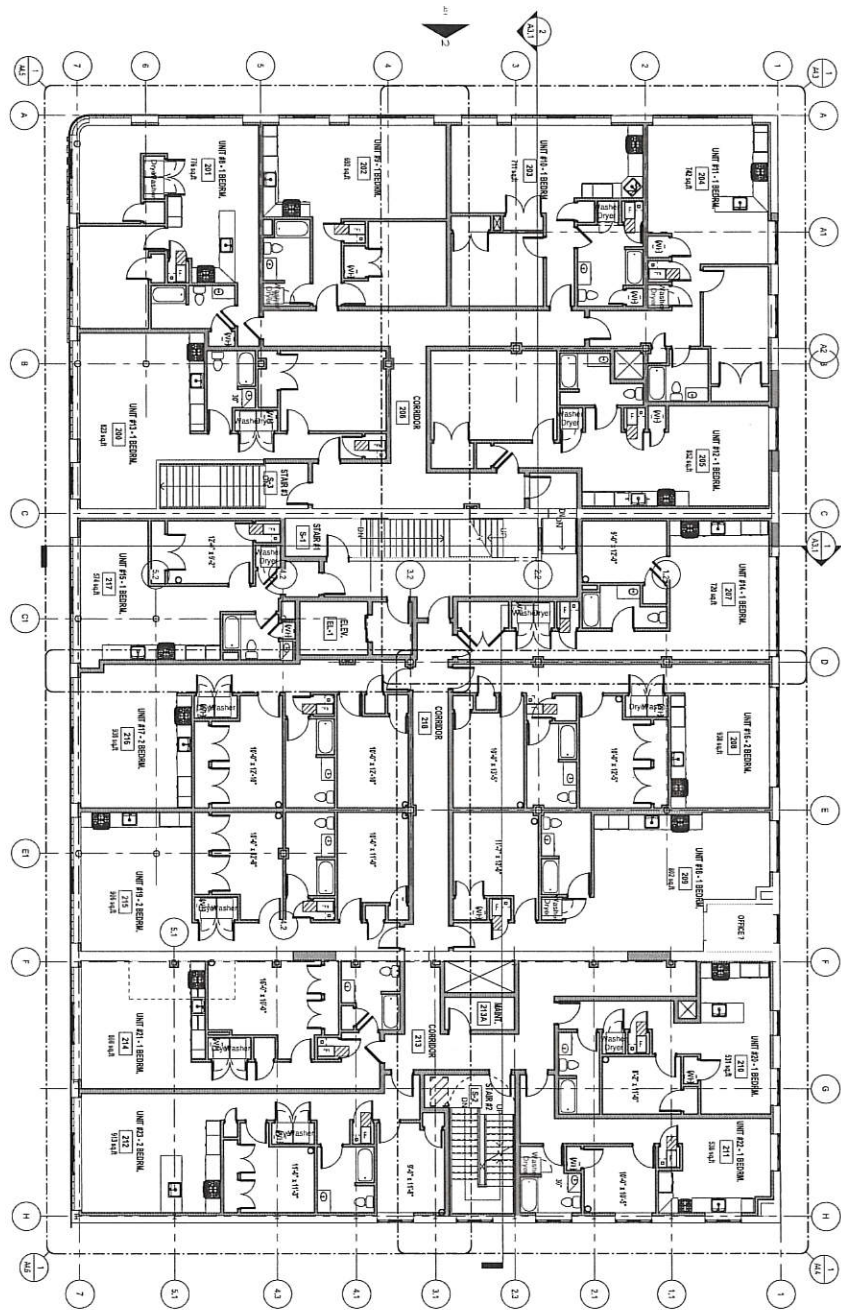
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TITLE	MAIN FLOOR
PROJECT	SIGNATURE ON ELM RAXX-LEMAI LLC SAN DIEGO, CA



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SECOND FLOOR

A	B
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SECOND FLOOR KEY PLAN

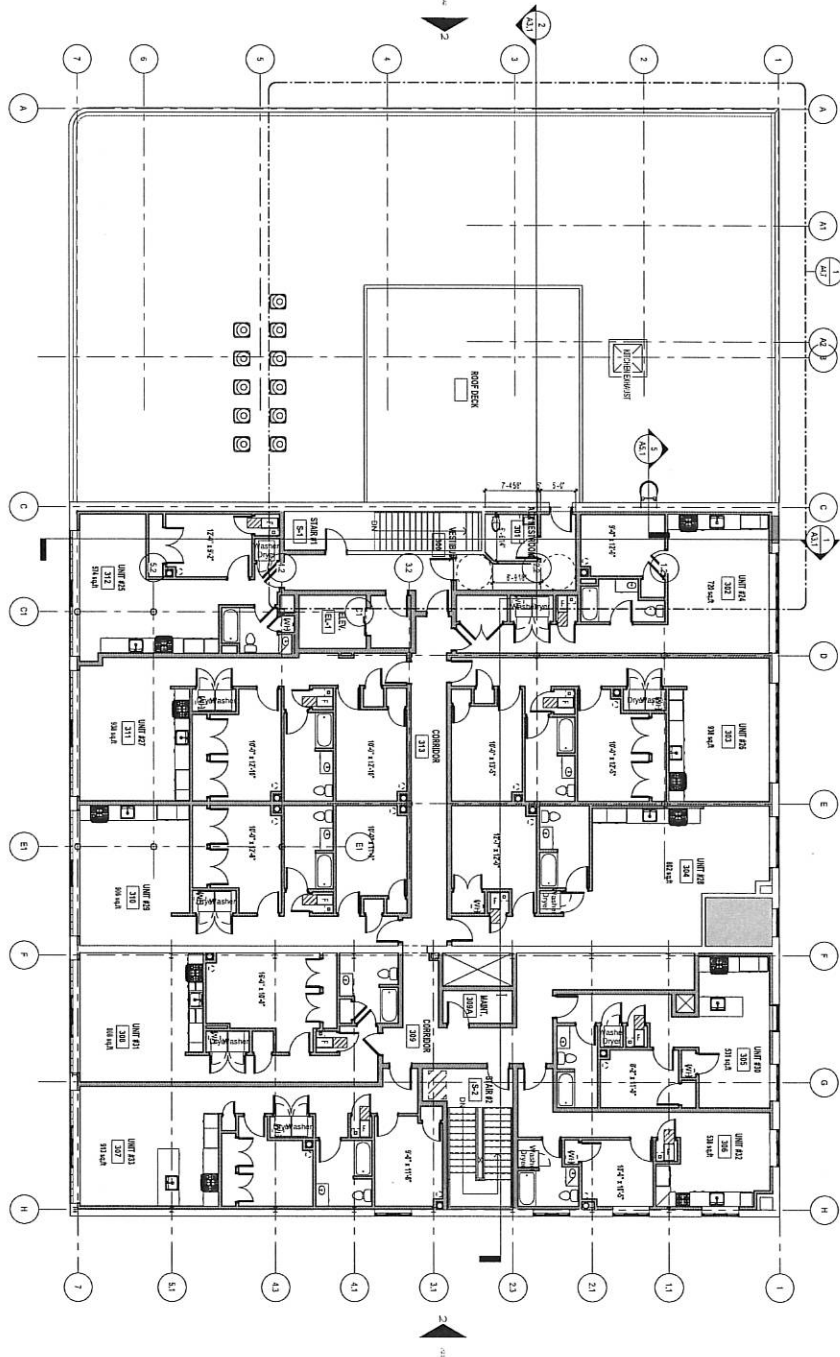
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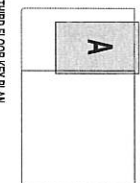
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SAN DIEGO, CA

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THIRD FLOOR
1/8" = 1'-0"

THIRD FLOOR KEY PLAN
A



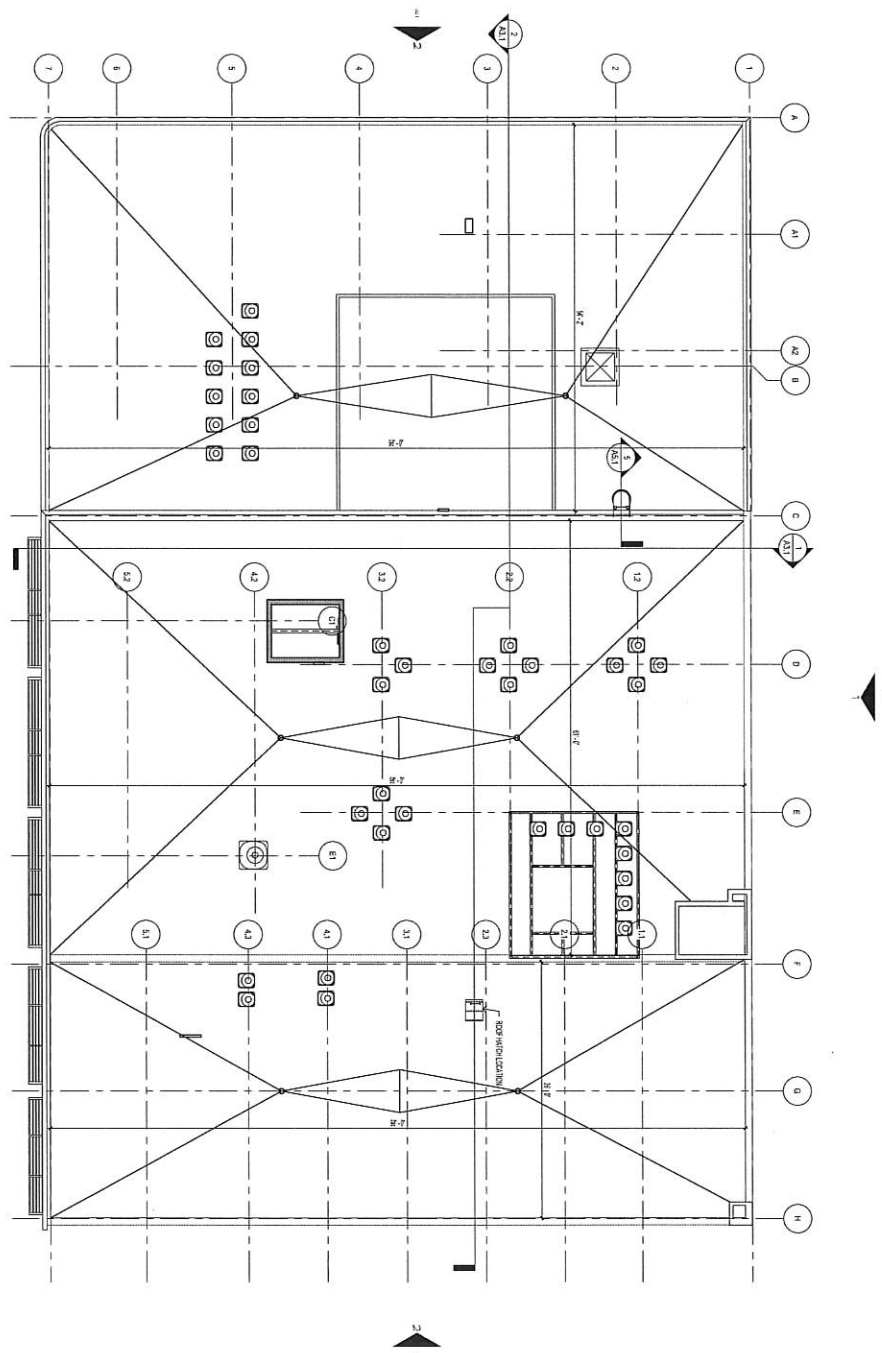
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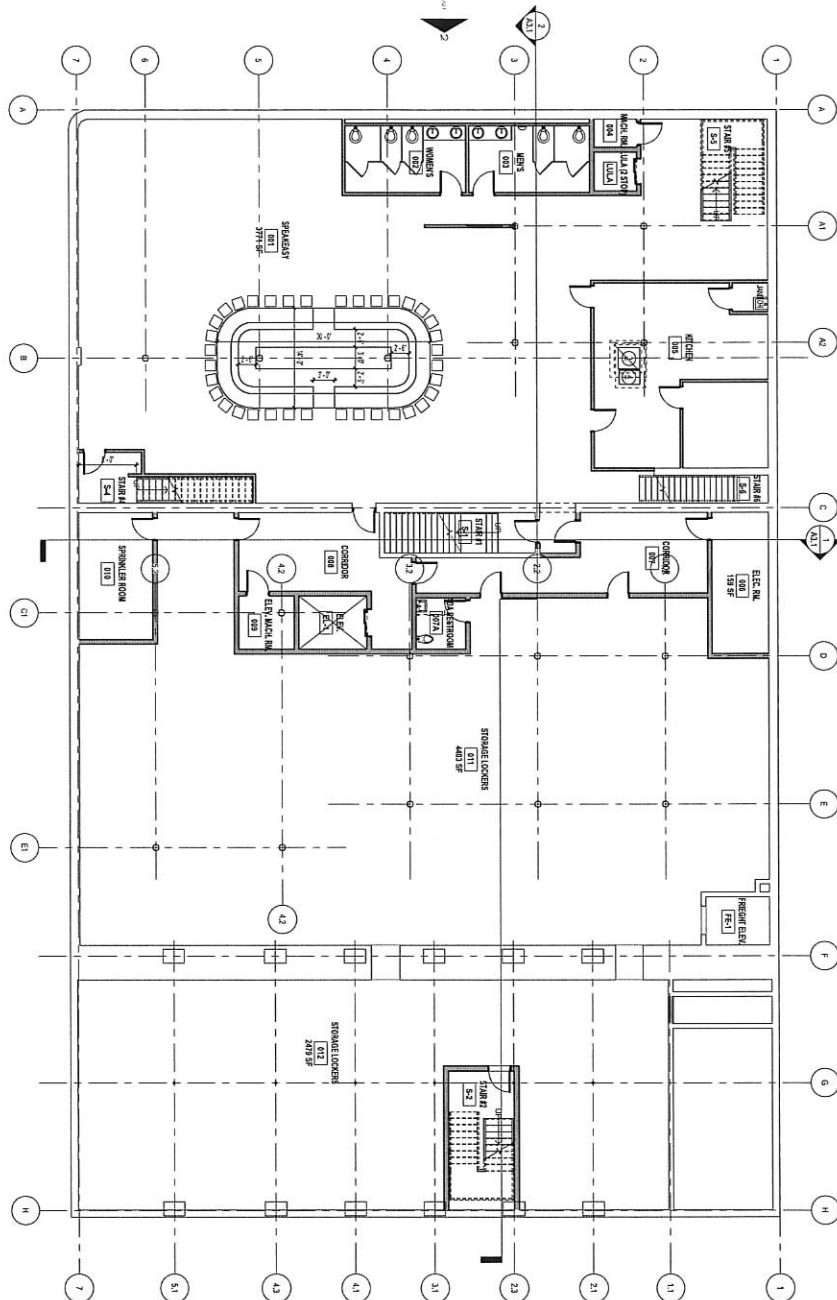
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SAN DIEGO, CA

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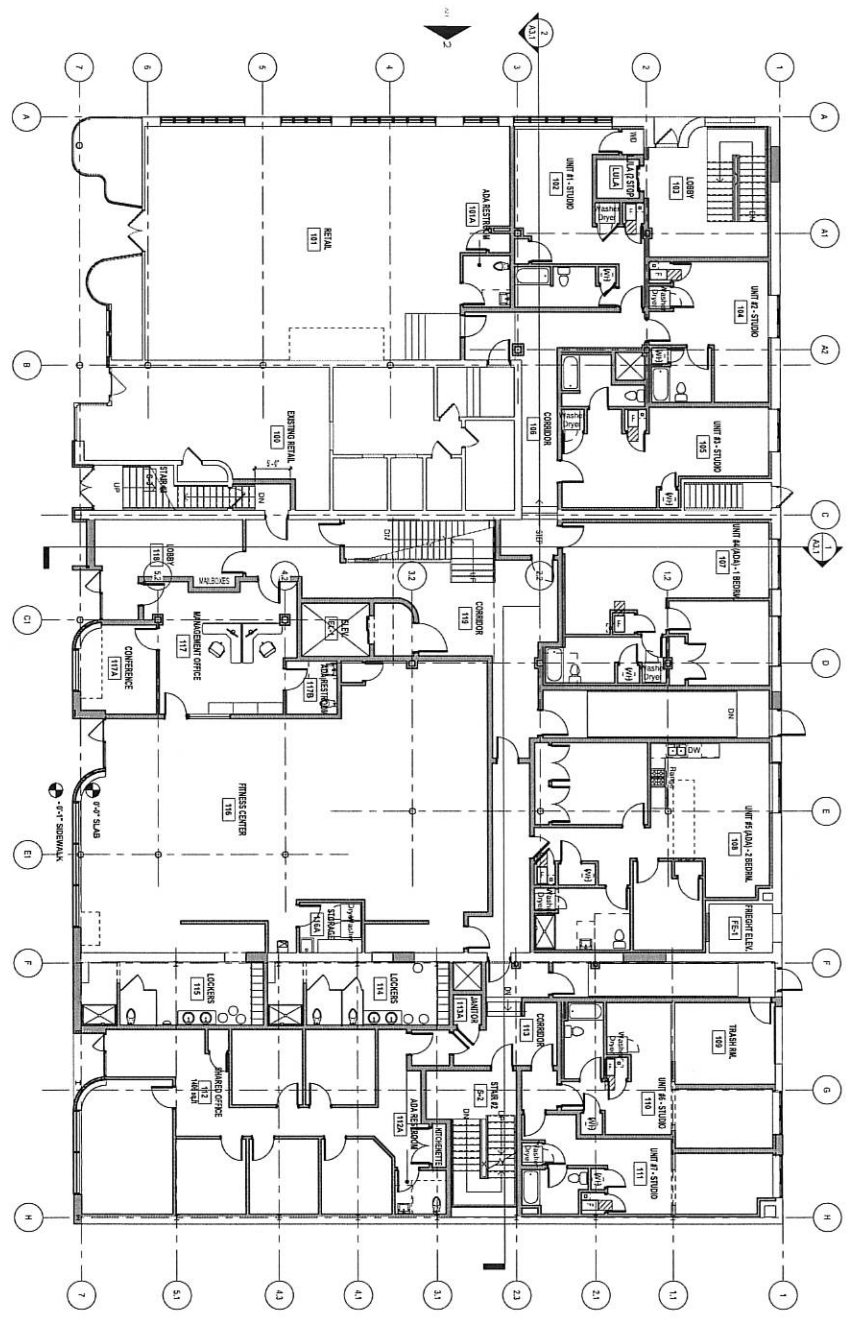


1 THIRD FLOOR ROOF
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	Page 196 of 254			

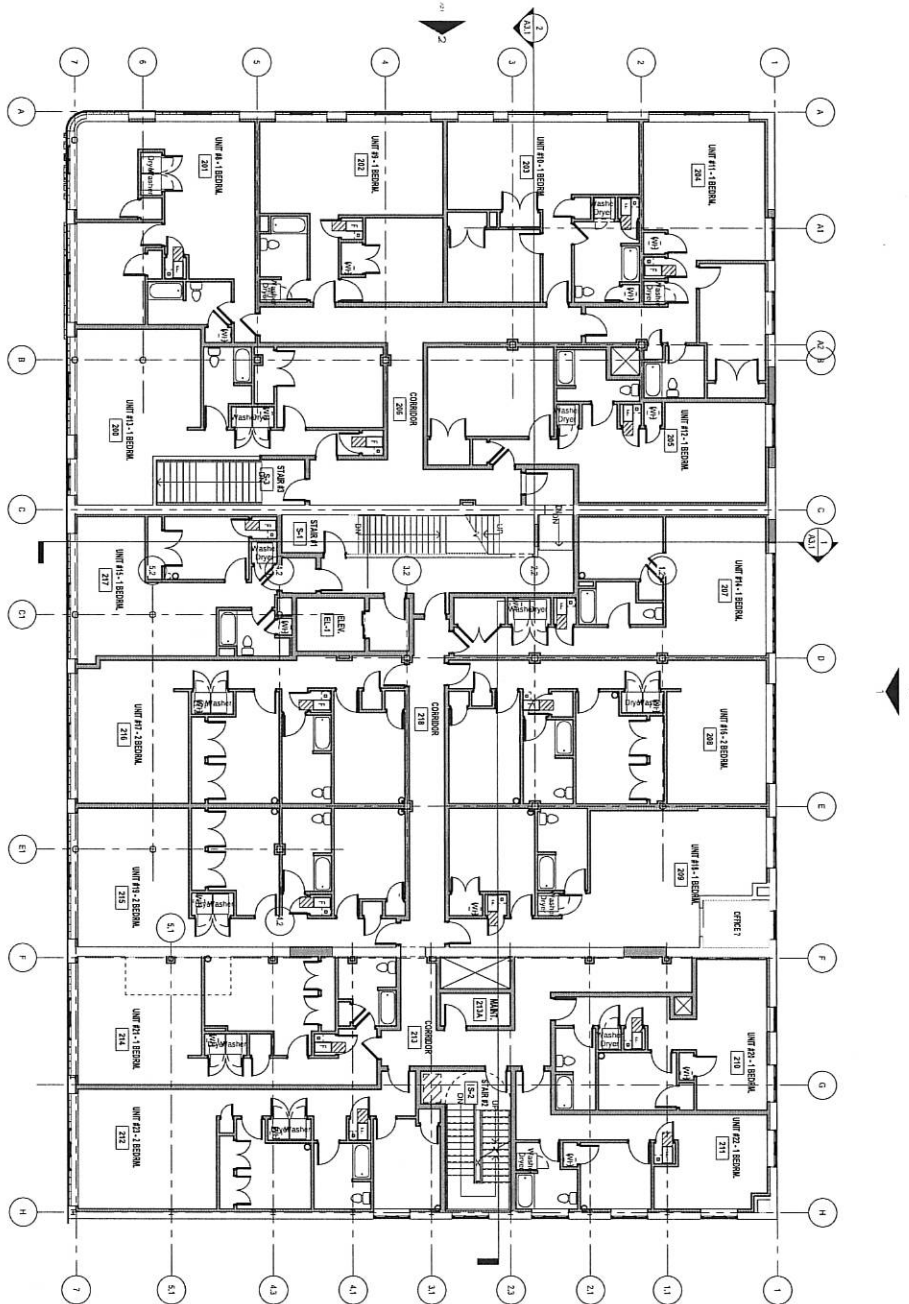


FINISH PLAN - MAIN FLOOR

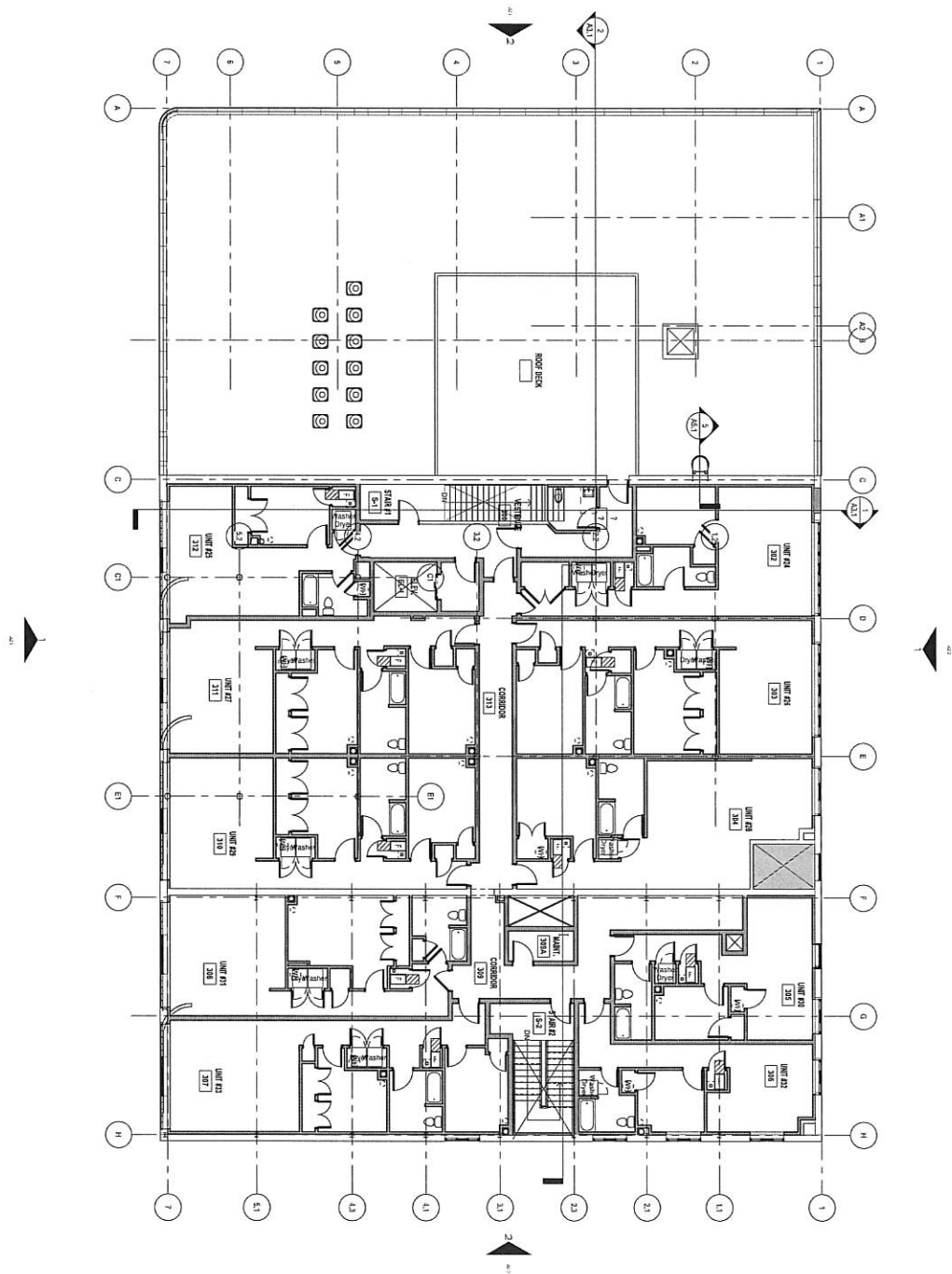


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11 FINISH PLAN - SECOND FLOOR



1
FINISH PLAN - THIRD FLOOR



A1.9

DRAWING NO.

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FINISH PLAN

PROJECT:

SIGNATURE ON ELM
by
RAXX-LEMAY LLC
SAN DIEGO, CA

DATE: 04/12/2019

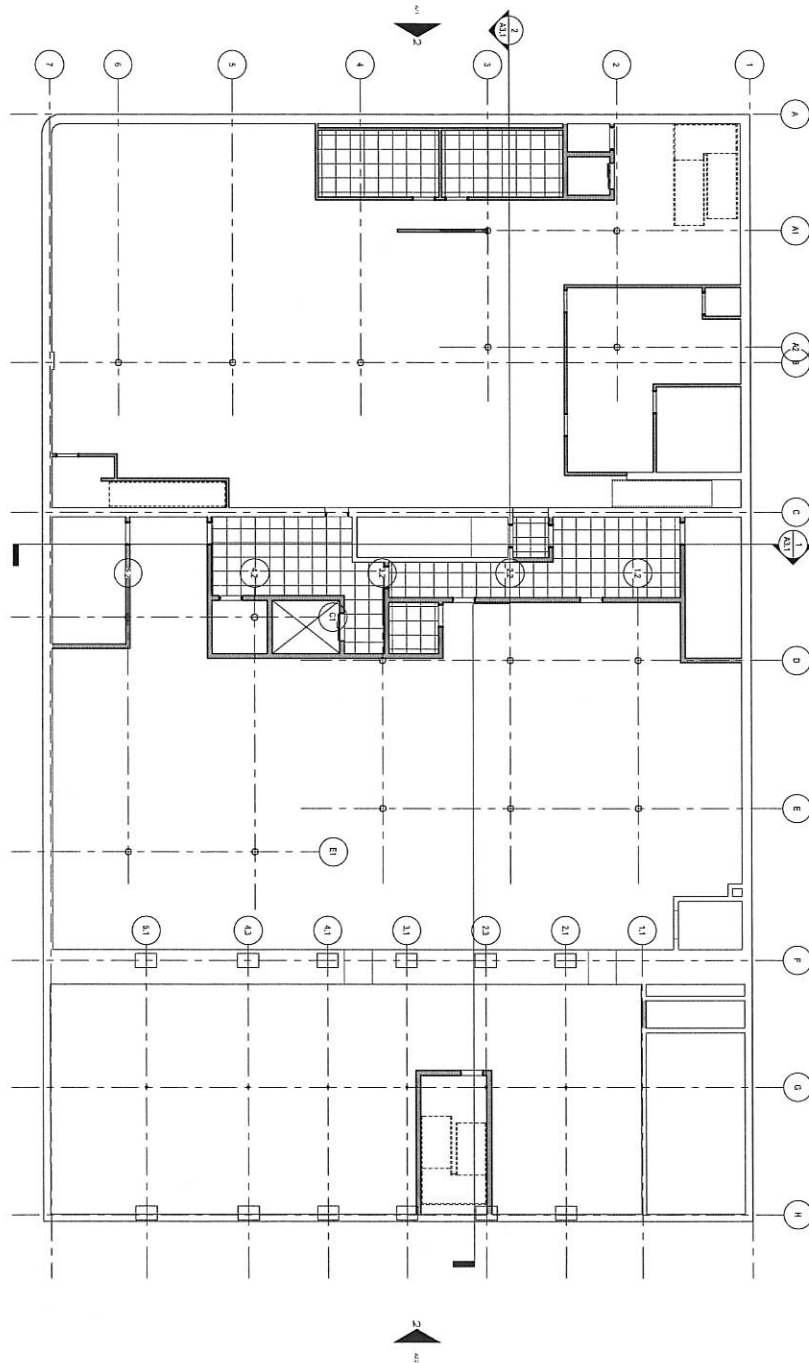
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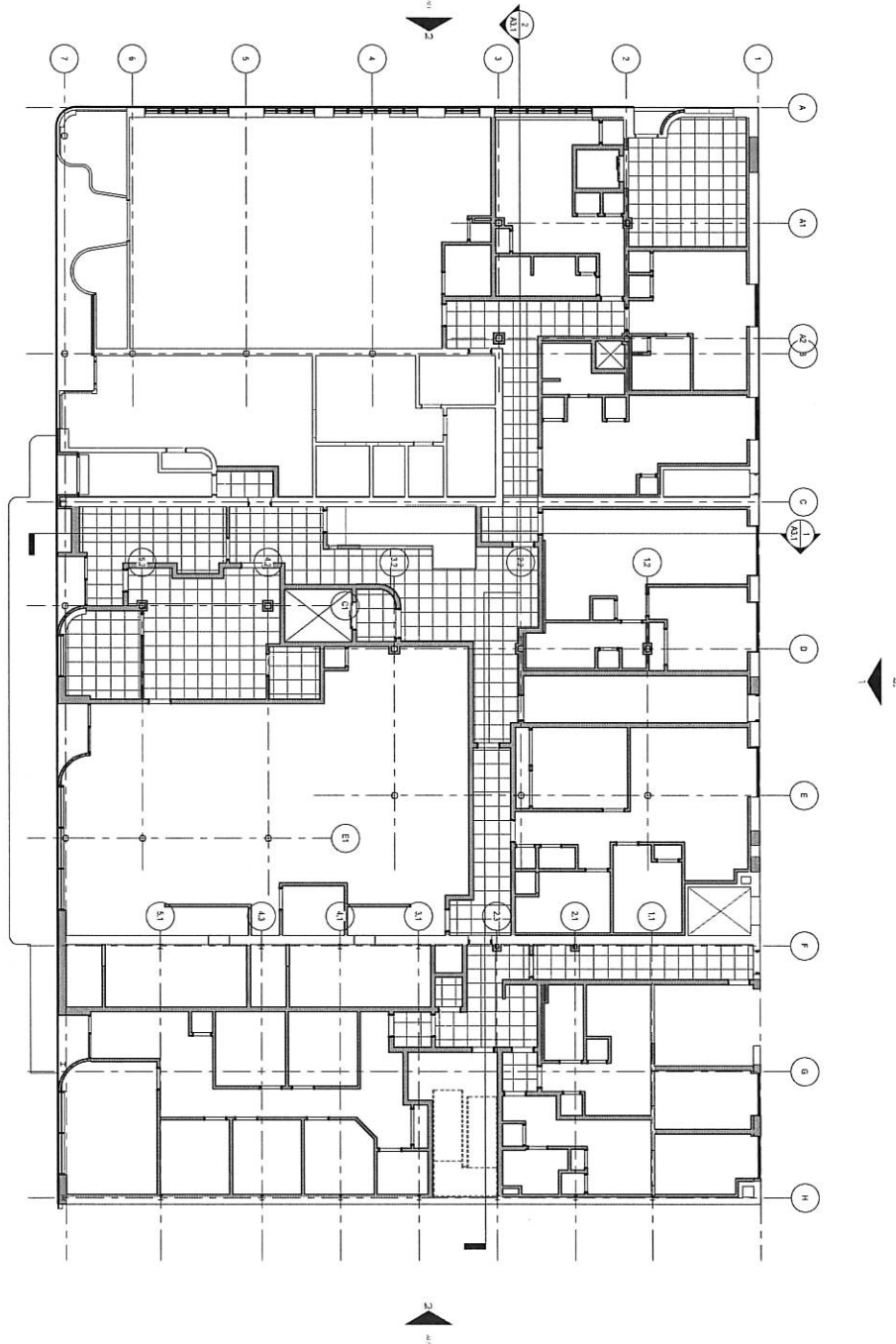
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18" = 1'-0"

CEILING PLAN - BASEMENT



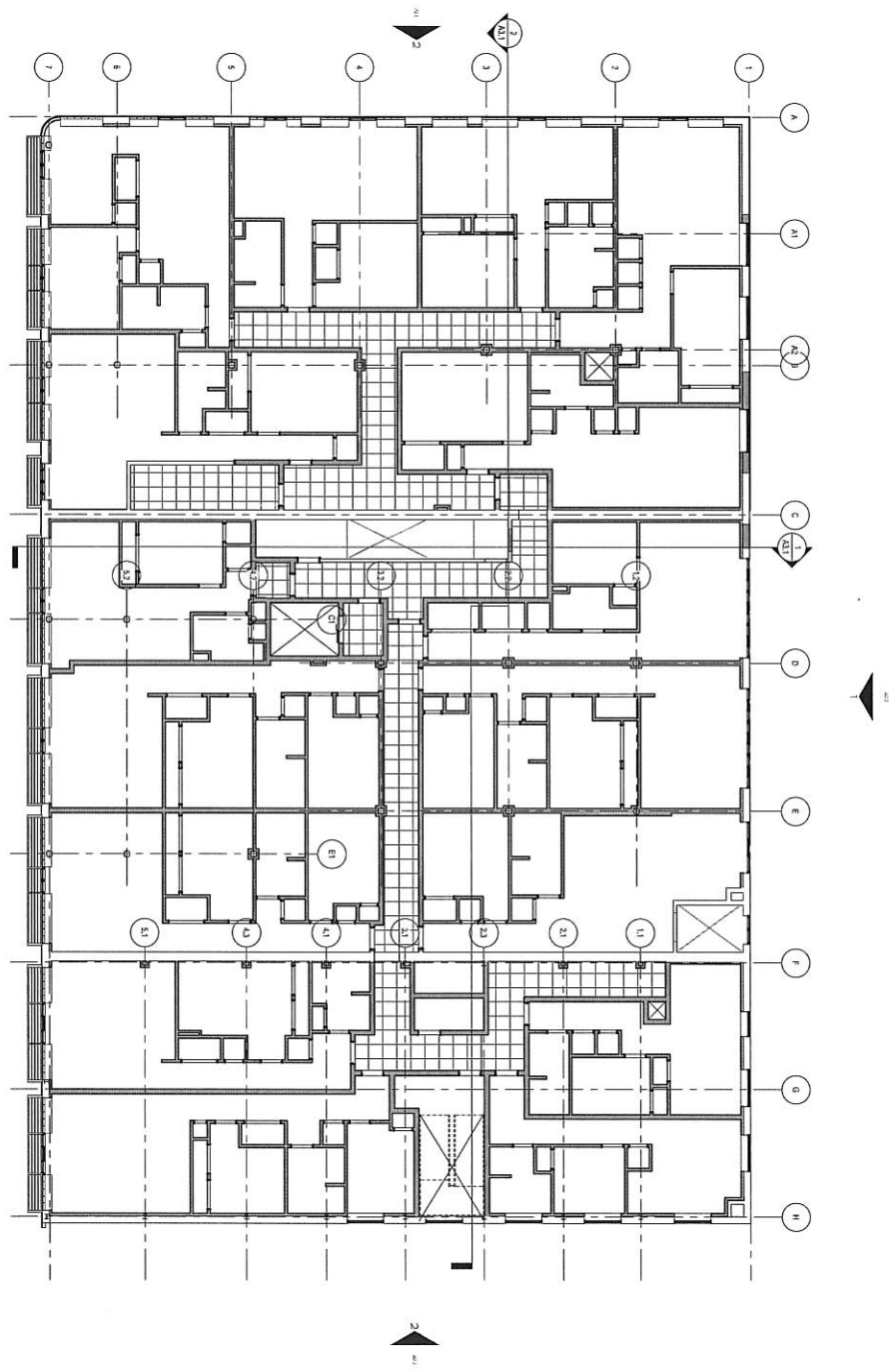
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	SCALE 1/8" = 1'-0"	PROJECT SIGNATURE ON ELM by RAXX-LEMAy LLC SAN DIEGO, CA			
PROJECT NO. 18.03					

1
CEILING PLAN - MAIN FLOOR
1/8" = 1'-0"



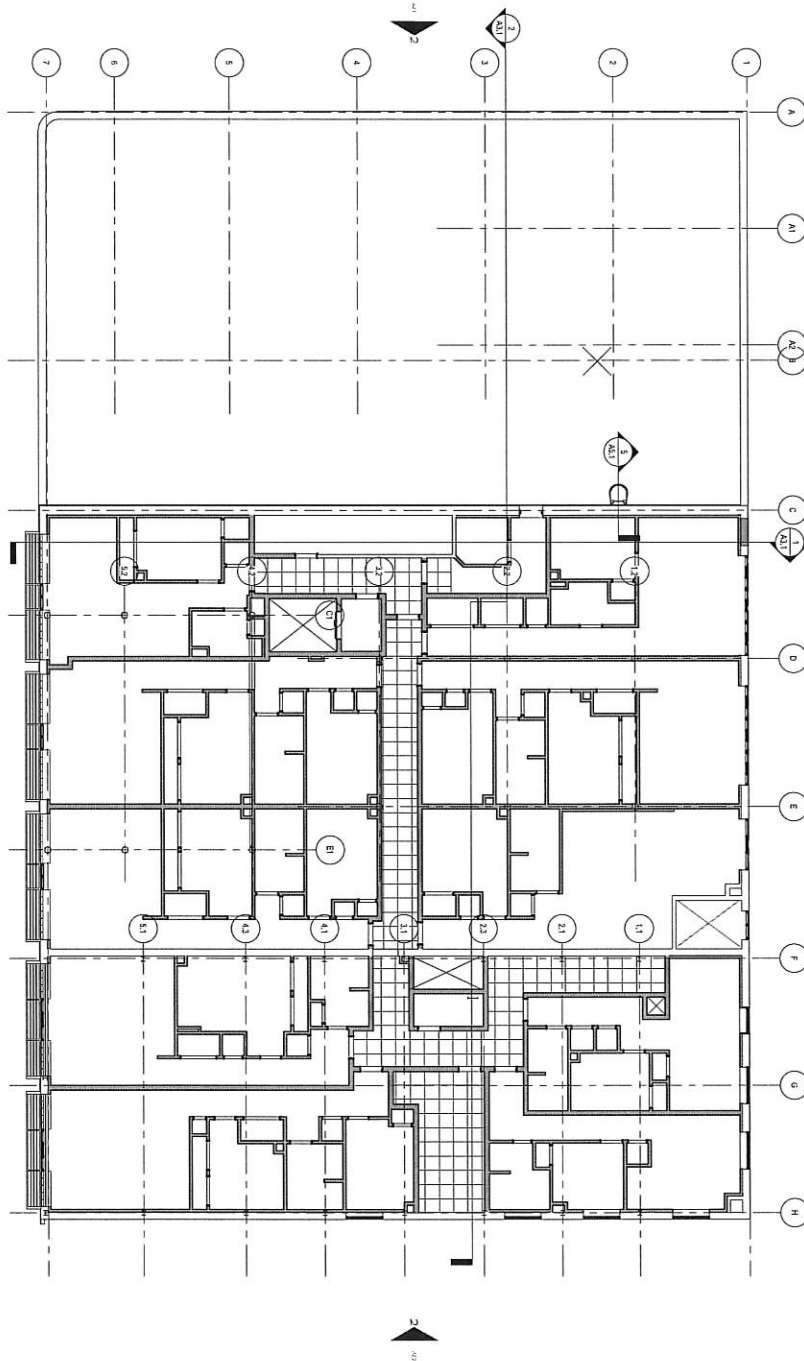
A.M. DRAWING NO.	DATE: 04/12/2019 SCALE: 1/8" = 1'-0" PROJECT: 18.03	TITLE: CEILING PLAN PROJECT: SIGNATURE ON ELM by RAXX-LEHAY LLC SAN DIEGO, CA		PROGRESS PRINT	REVISIONS
	Page 202 of 254				

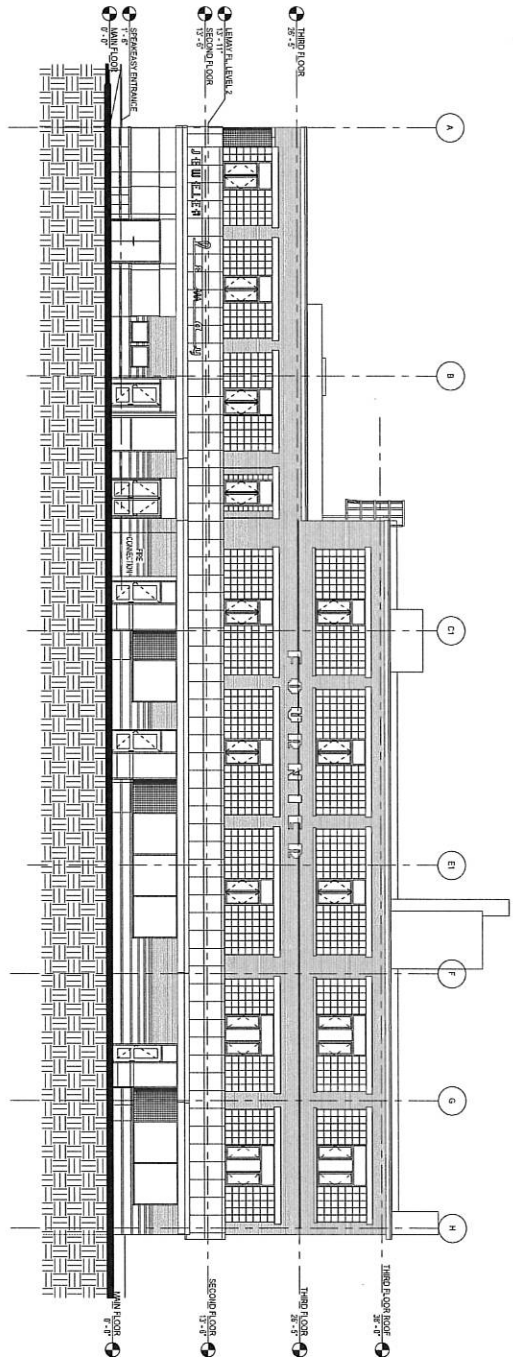
1 CEILING PLAN - SECOND FLOOR



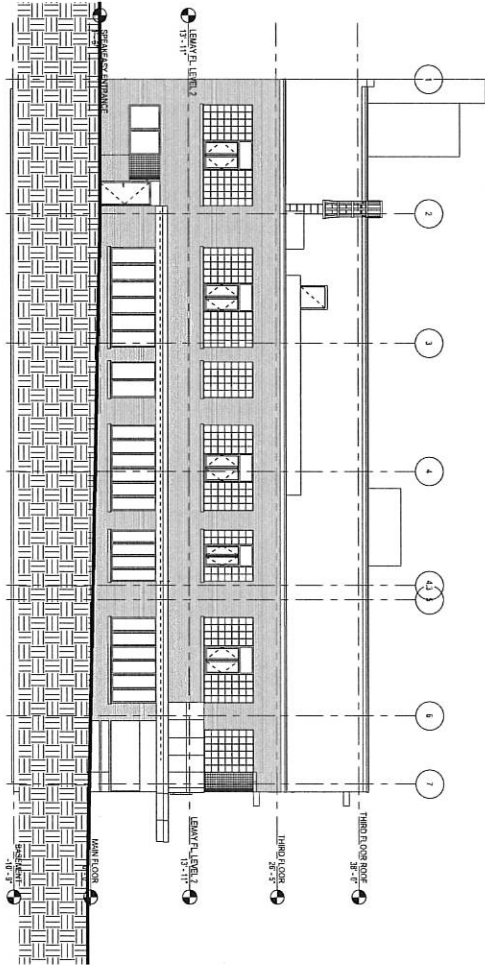
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	Page 203 of 254			

1
1/8" = 1'-0"
CEILING PLAN - THIRD FLOOR





WEST ELEVATION



NORTH ELEVATION

REVISIONS

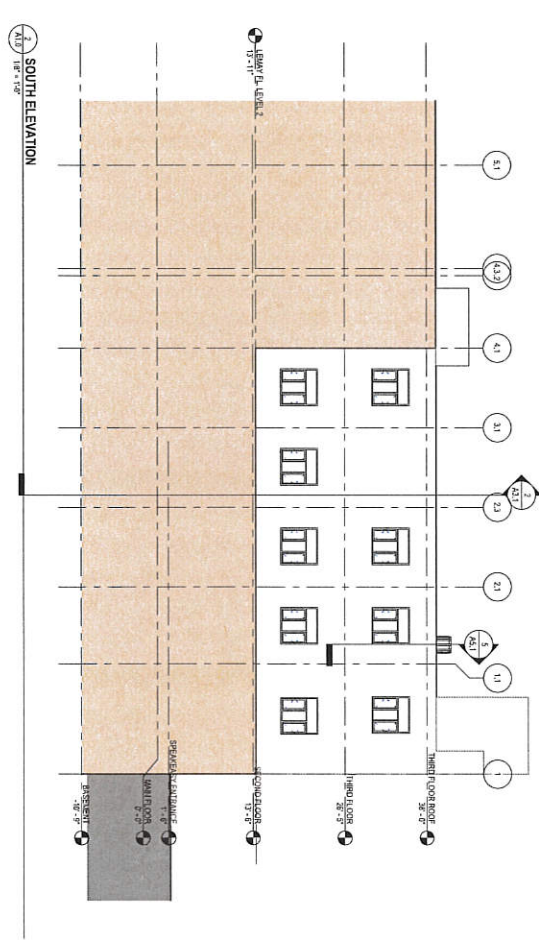
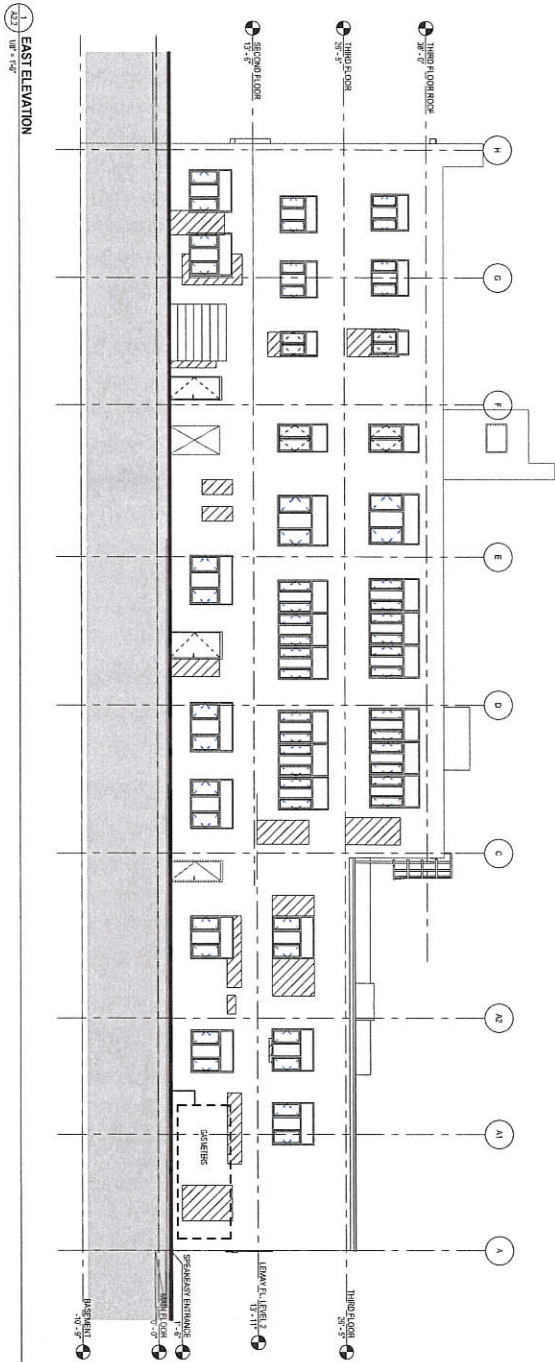
PROGRESS
PRINT

SIGNATURE ON ELM
for
RAXX-LEMAY LLC
SAN DIEGO, CA

DATE: 04/12/2019
SCALE: 1/8" = 1'-0"
PROJECT: 18.03

A9.1

DRAWING NO.



REVISIONS

**PROGRESS
PRINT**

DATE: 04/12/2019
SCALE: 1/8" = 1'-0"
PROJECT: 18.03

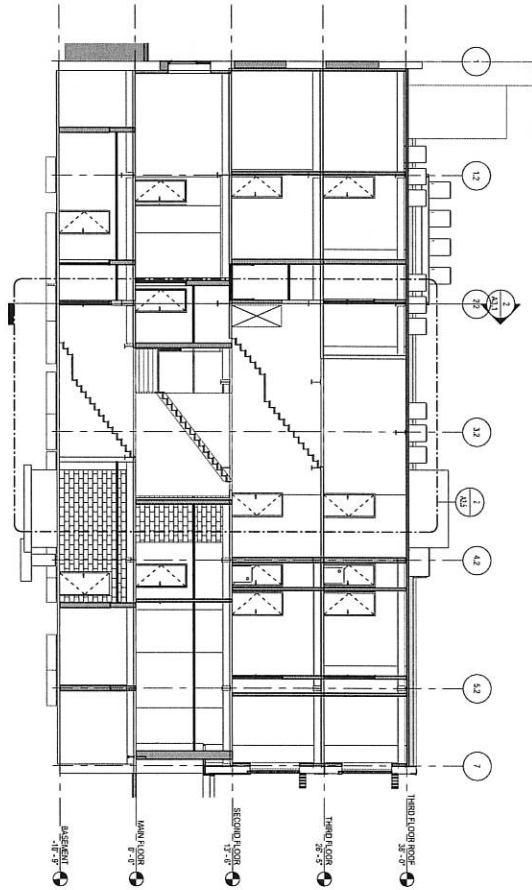
TITLE: EXTERIOR ELEVATIONS
PROJECT: SIGNATURE ON ELM
by RAXX-LEMAI LLC
SAN DIEGO, CA

DATE: 04/12/2019
SCALE: 1/8" = 1'-0"
PROJECT: 18.03

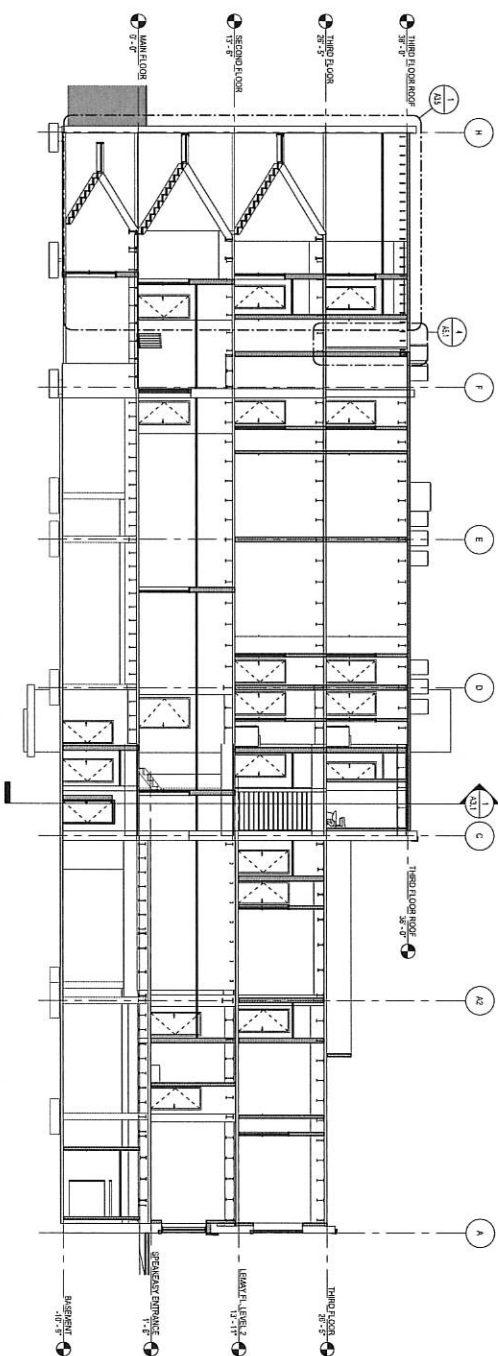
A9.9

DRAWING NO.

THE ELEVATION



1. BUILDING SECTION 1
1/8" = 1'-0"



2. BUILDING SECTION 2
1/8" = 1'-0"

REVISIONS

PROGRESS
PRINT

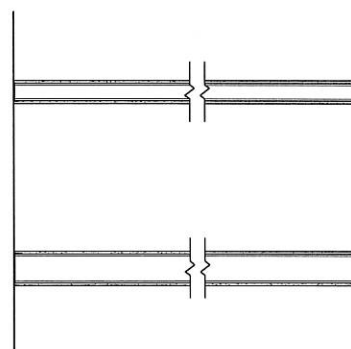
SIGNATURE ON ELM
RAXX-LEMAY LLC
SAN DIEGO, CA

TITLE:
BUILDING SECTIONS
PROJECT:

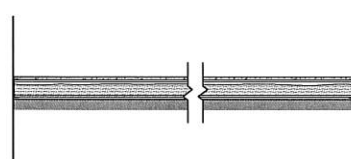
DATE:
04/12/2019
SCALE:
1/8" = 1'-0"
PROJECT:
18.03

A5.1

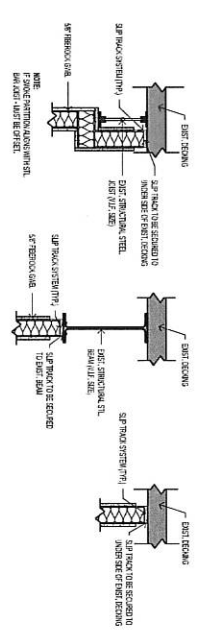
DRAWING NO.



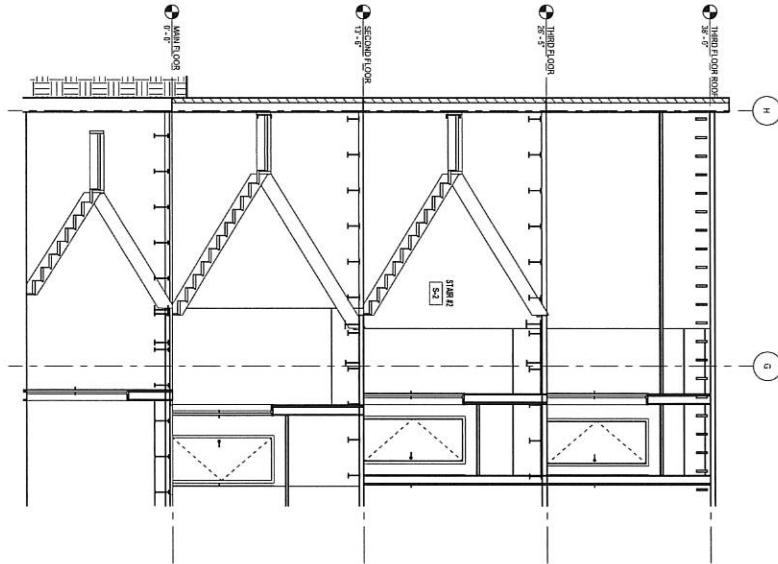
4
A3.3
1" = 1'-0"



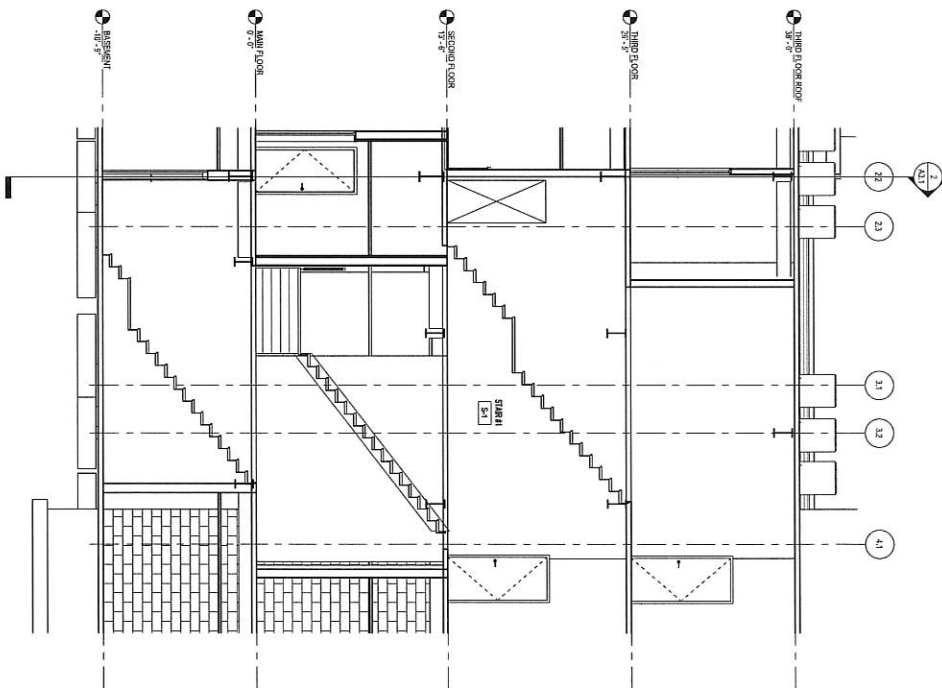
WALL TYPE 'F'



SLIP TRACK DETAILS



1 STAIR #2 - SECTION
1/4" = 1'-0"



1 STAIR #1 - SECTION
1/4" = 1'-0"

REVISIONS

PROGRESS
PRINT

SIGNATURE ON ELM
RAXX-LEMAY LLC
SAN DIEGO, CA

TITLE: SECTIONS - STAIRS
PROJECT: SIGNATURE ON ELM
RAXX-LEMAY LLC
SAN DIEGO, CA

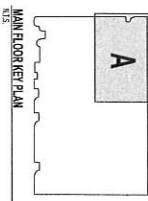
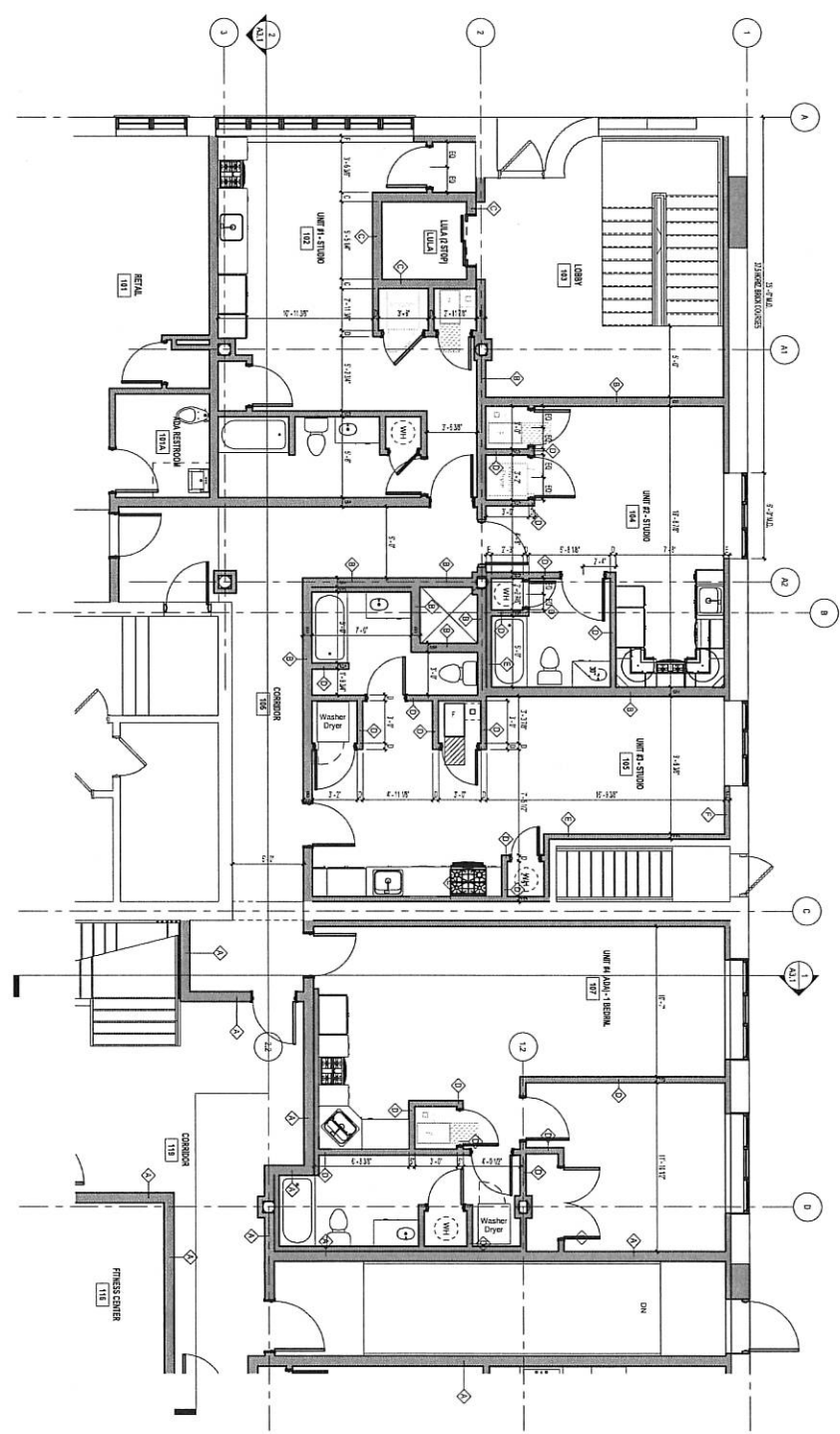
DATE: 04/22/2019
SCALE: 1/4" = 1'-0"
PROJECT: 18.03
NO.:

A5.5

DRAWING NO.

18.03-01-01-01-01-01

1 MAIN FLOOR - SECTION A
1/8" = 1'-0"



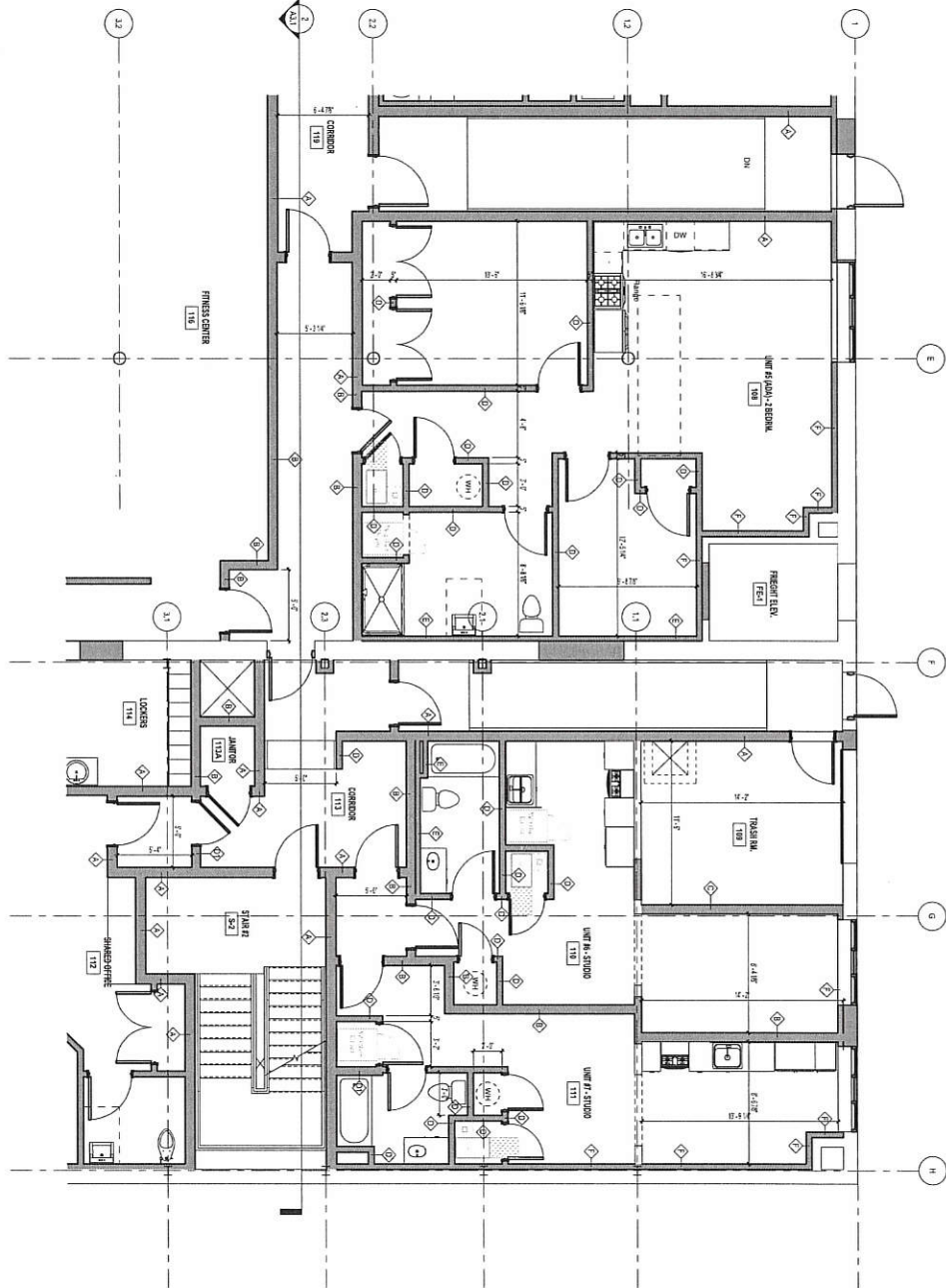
MAIN FLOOR KEY PLAN

DRAWING NO.	A4.1
DATE	04/12/2019
SCALE	As indicated
PROJECT NO.	18.03
TITLE	MAIN FLOOR - ENLARGED PLANS
PROJECT	SIGNATURE ON ELM RAXX-LE MAY LLC SAN DIEGO, CA

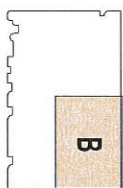


PROGRESS PRINT

MAIN FLOOR - SECTION B



MAIN FLOOR KEY PLAN



A4.9

DATE: 04/12/2019

SCALE: As indicated

PROJECT: 18.03

NO. 18.03

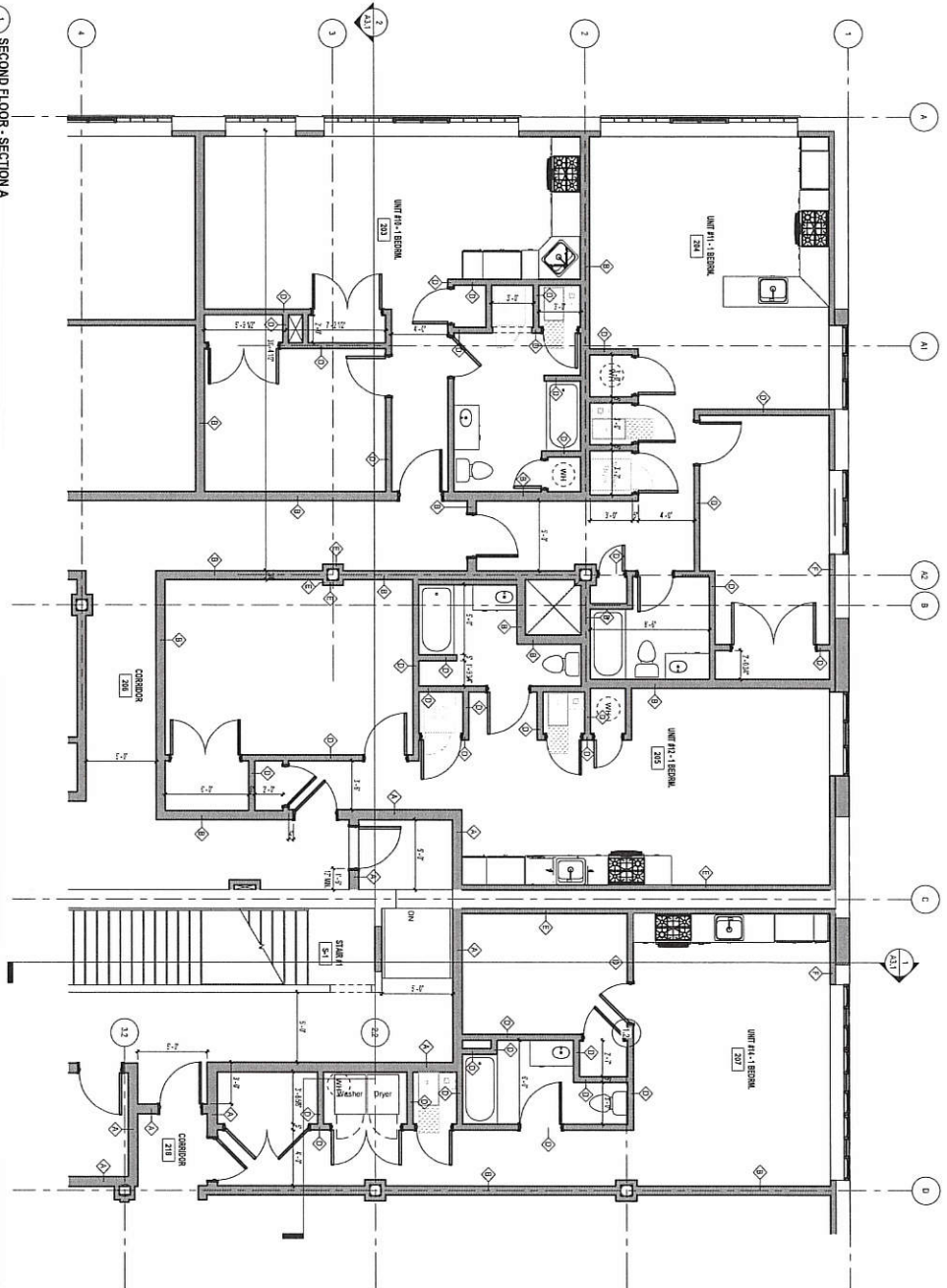
TITLE: MAIN FLOOR - ENLARGED PLANS

PROJECT: SIGNATURE ON ELM
for
RAXX-LEMAY LLC
SAN DIEGO, CA

PROGRESS PRINT

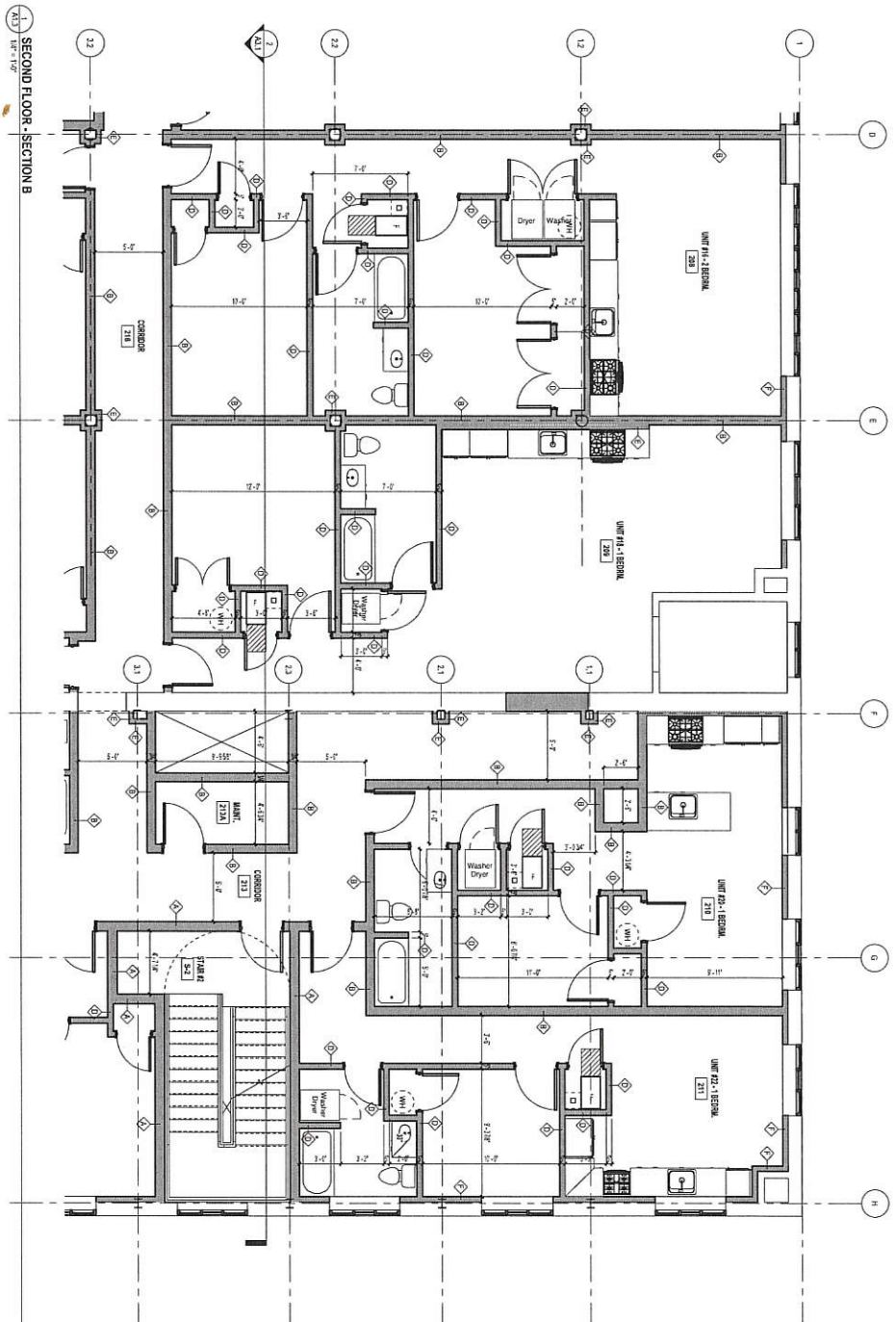
REVISIONS

1 SECOND FLOOR - SECTION A
1/8" = 1'-0"



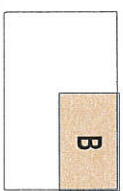
SECOND FLOOR KEY PLAN

A

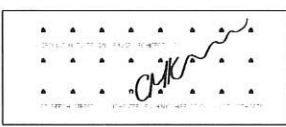


1 SECOND FLOOR - SECTION B
1/2" = 1'-0"

SECOND FLOOR KEY PLAN

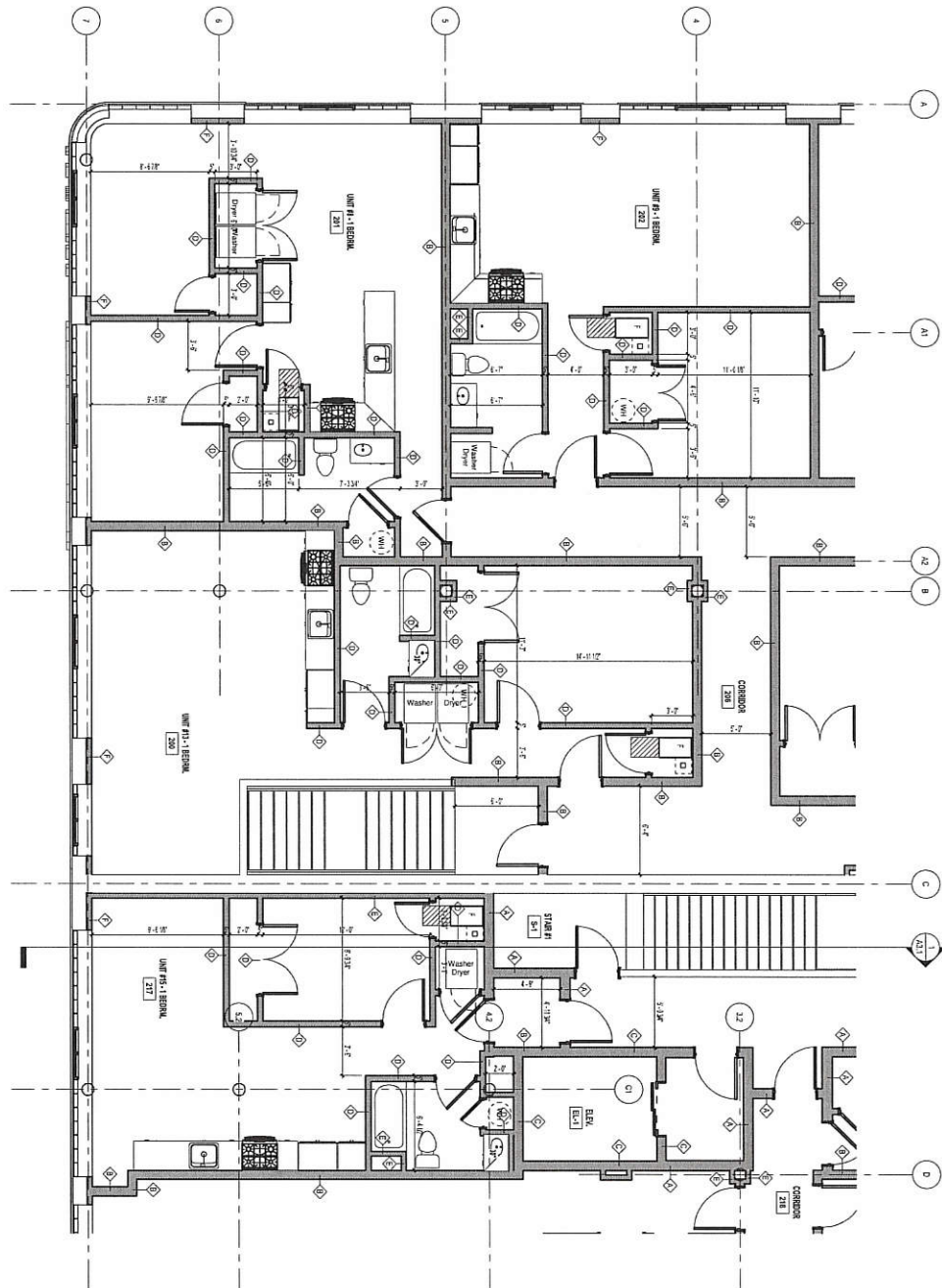


A4.4 DRAWING NO.	DATE: 04/12/2019 SCALE: As indicated PROJECT: 18.03	TITLE: SECOND FLOOR - ENLARGED PLANS PROJECT: SIGNATURE ON ELM for RAXX-LEMAY LLC SAN DIEGO, CA
	PROJECT NO. 18.03	



PROGRESS PRINT

SECOND FLOOR - SECTION C



SECOND FLOOR KEY PLAN

C

A4.5

DATE: 04/12/2019

SCALE: As indicated

PROJECT: 18.03

NO.

DATE: 04/12/2019

SCALE: As indicated

PROJECT: 18.03

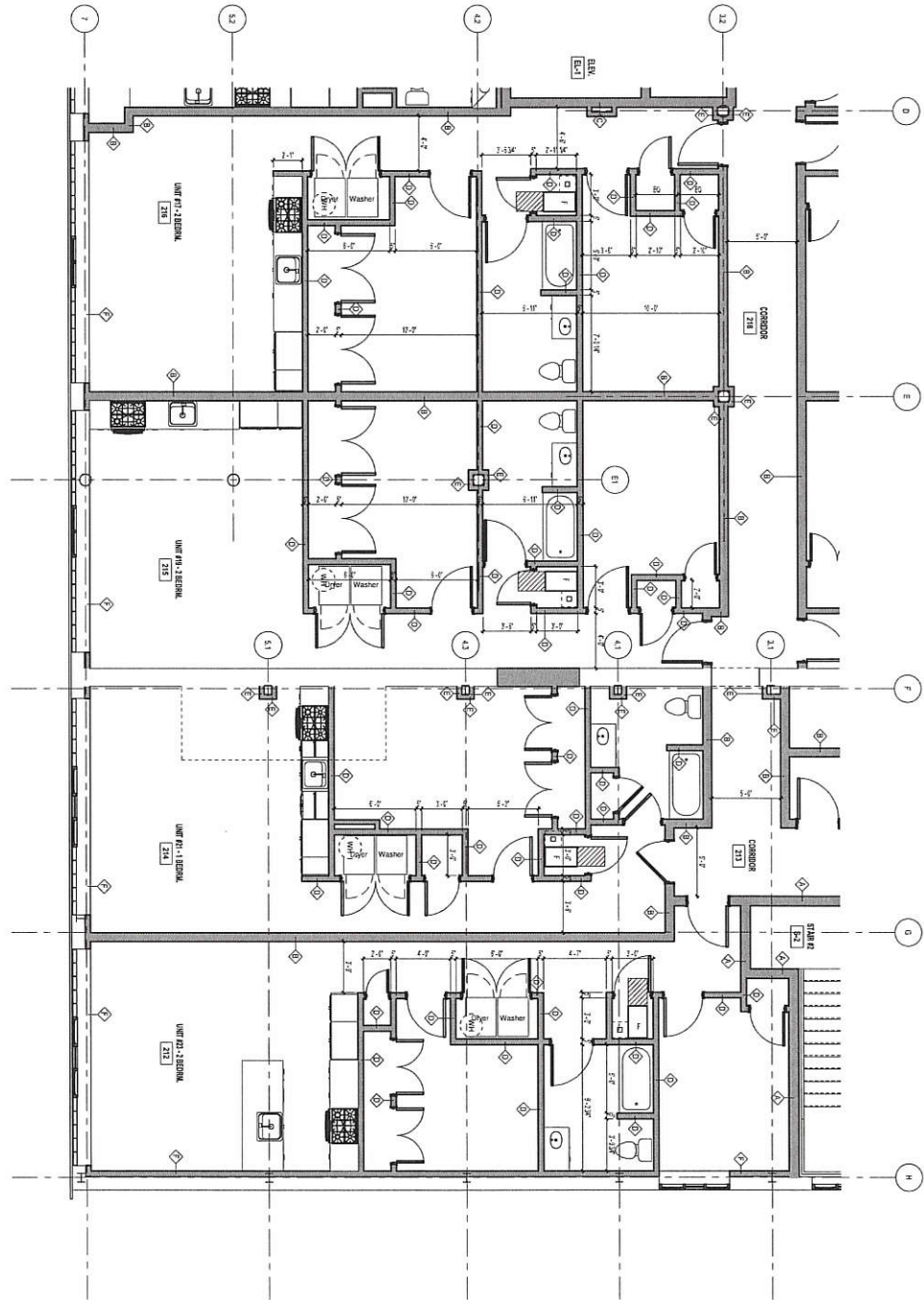
NO.

TITLE: SECOND FLOOR - ENLARGED PLANS

PROJECT: SIGNATURE ON ELM
by
RAXX-LEMAY LLC
SAN DIEGO, CA

PROGRESS PRINT

11 SECOND FLOOR - SECTION D



SECOND FLOOR KEY PLAN



A4.6

DRAWING NO.

DATE: 04/12/2019
SCALE: As indicated
PROJECT: 18.03

TITLE: SECOND FLOOR - ENLARGED PLANS

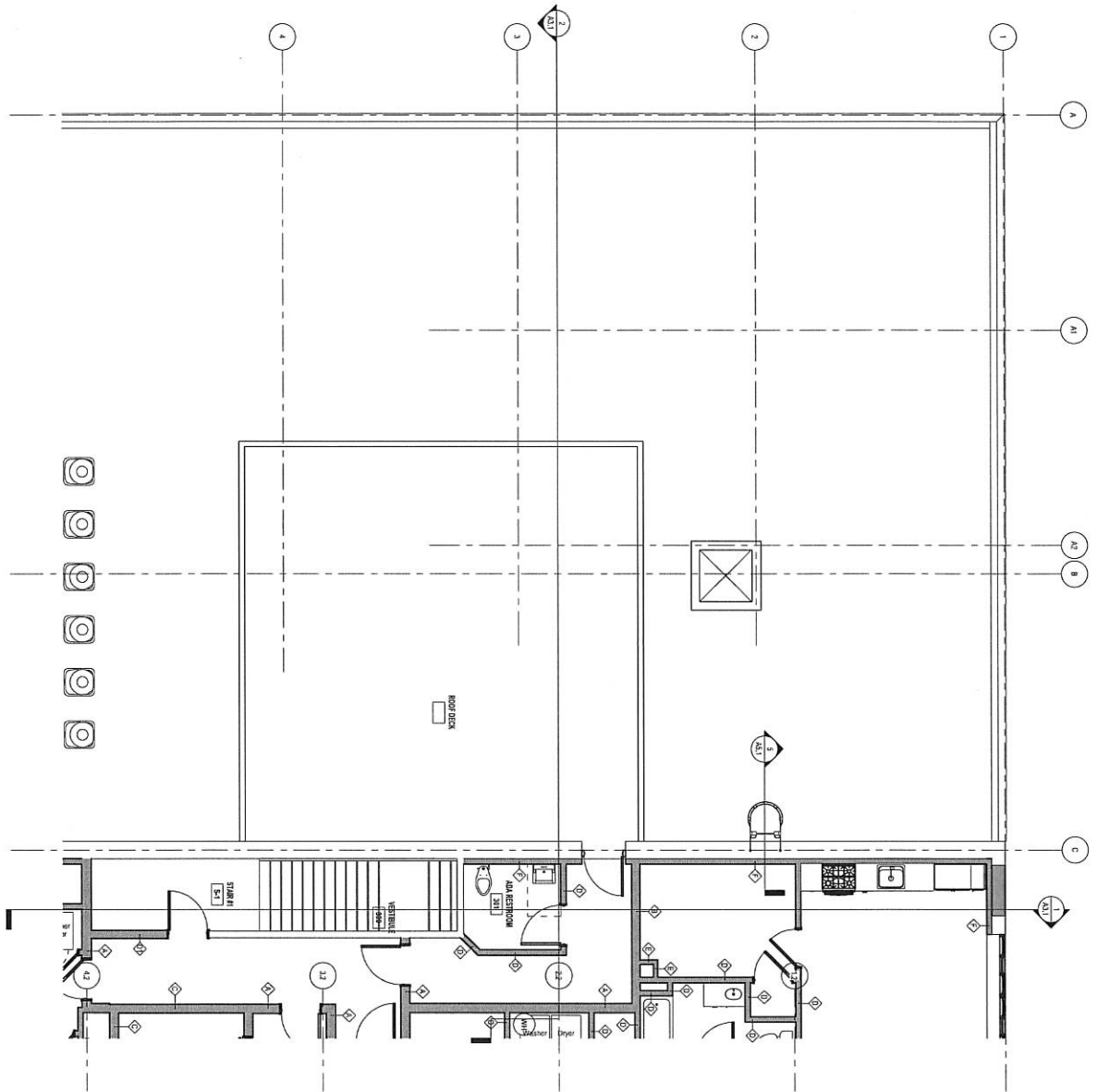
PROJECT:

SIGNATURE ON ELM
by
RAXX-LEHAY LLC
SAN DIEGO, CA

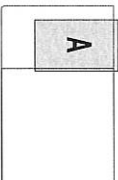
PROGRESS PRINT

REVISIONS

1/8" = 1'-0"
 THIRD FLOOR - SECTION A



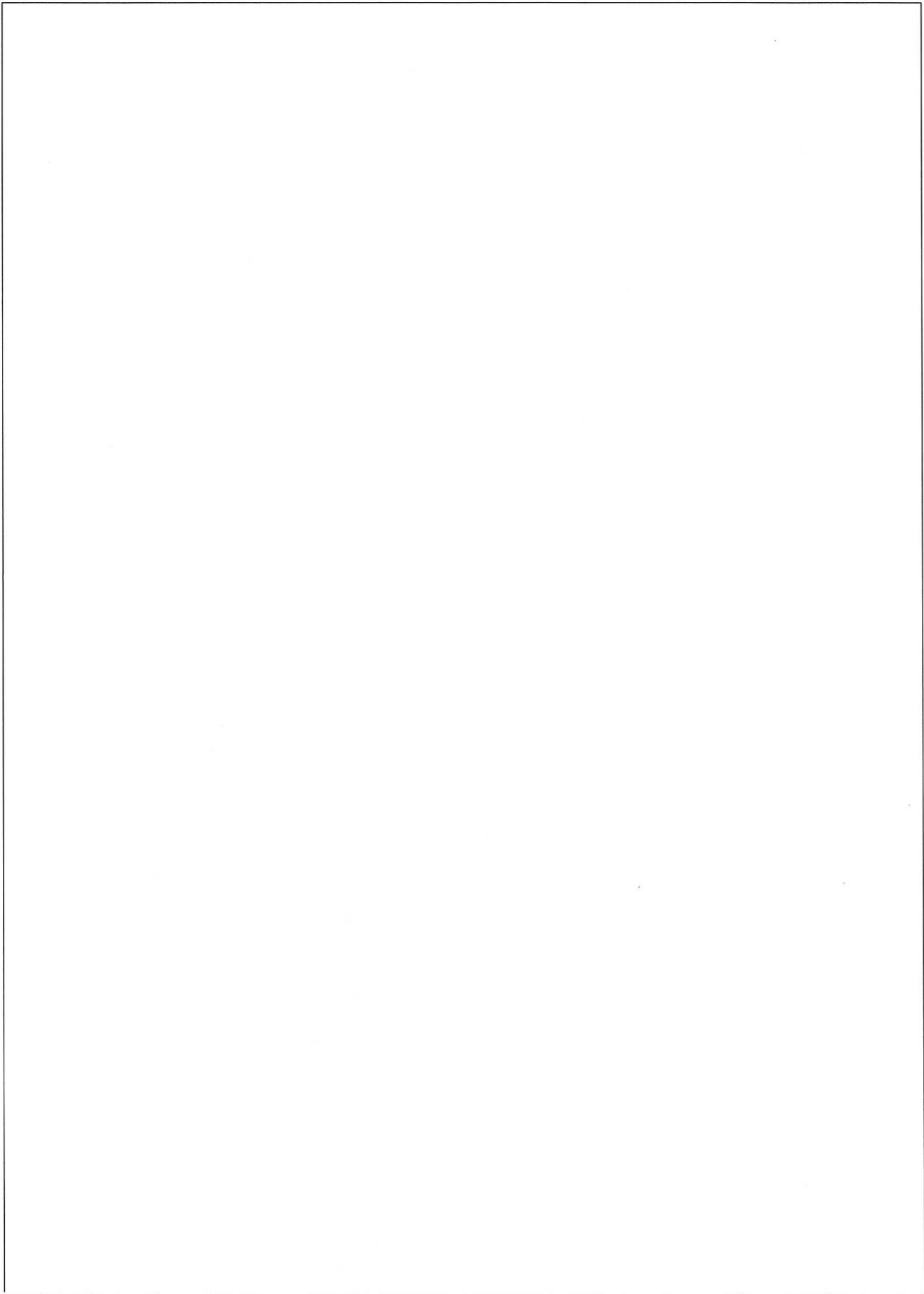
THIRD FLOOR KEY PLAN



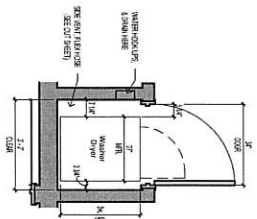
DRAWING NO.	A4.7	DATE	04/12/2019
		SCALE	As indicated
PROJECT	18.03	TITLE	THIRD FLOOR - ENLARGED PLANS
		PROJECT	SIGNATURE ON ELM RAXX-LEMAI LLC SAN DIEGO, CA



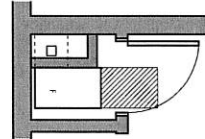
**PROGRESS
PRINT**



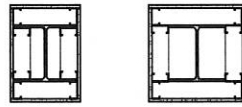
A4.8 DRAWING NO.	DATE 04/12/2019	SCALE	TITLE: INTERIOR ELEVATIONS			PROGRESS PRINT		REVISIONS
			PROJECT: SIGNATURE ON ELM BY RAXX-LEMAY LLC SAN DIEGO, CA					



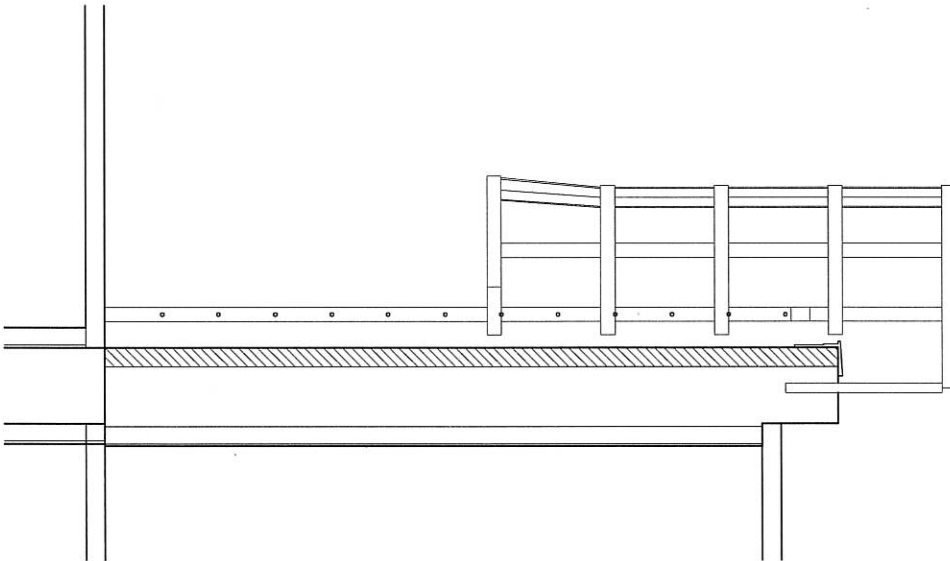
3. STACKABLE WND DETAIL
1/2" = 1'-0"



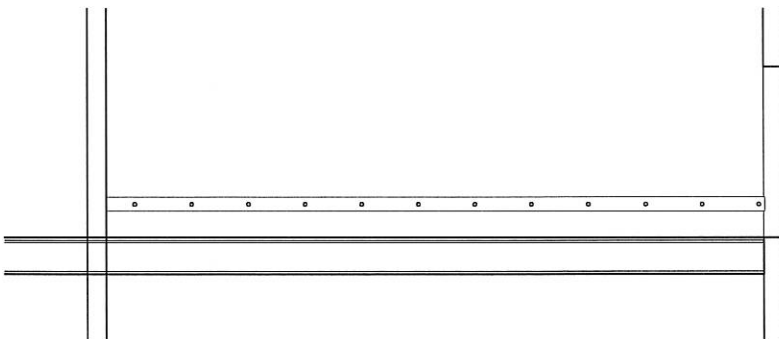
4. FURNACE CLOSET PLAN
1/2" = 1'-0"



5. COLUMN WRAP DETAILS
1/2" = 1'-0"



6. ROOF DECK LADDER DETAIL
1/2" = 1'-0"



7. ROOF STEEL LADDER DETAIL
1/2" = 1'-0"

REVISIONS

PROGRESS
PRINT

SIGNATURE ON ELM
RAXX-LEMAY LLC
SAN DIEGO, CA

TITLE
DETAILS

PROJECT

DATE

04/12/2019

SCALE

As Indicated

PROJECT

18.03

NO.

A5.1

DRAWING NO.



MANCHESTER SCHOOL DISTRICT
SCHOOL ADMINISTRATIVE UNIT NO. 37
20 Hecker Street
Manchester, NH 03102
Telephone: 603.624.6300 • Fax: 603.624.6337

Jennifer C. Gillis
Assistant Superintendent
Operations

John Goldhardt, Ed.D.
Superintendent of Schools

Amy L. Allen
Assistant Superintendent
Teaching, Learning and
Leading

Karen DeFrancis
Chief Financial Officer

September 22, 2021

Board of Mayor and Aldermen
1 City Hall Plaza
Manchester NH 03101

Re: Hallsville School

Dear Madam Mayor and Honorable Board of Aldermen:

As you are aware, the Board of School Committee is relinquishing the ownership of the Hallsville School to the City as of October 1, 2021. The Board has asked that we respectfully request of the Honorable Board of Mayor and Aldermen that upon the sale of the Hallsville School, that any revenue from the sale of the building be set aside for the purpose of helping to defray the costs of future school building in the City of Manchester.

Thank you for your consideration.

Sincerely,

The Board of School Committee Members

Julie Turner, Ward 1; Kathleen Kelley Arnold, Ward 2; Karen Soule, Ward 3; Leslie Want, Ward 4; Jeremy Dobson, Ward 5; Dan Bergeron, Ward 6; William Shea, Ward 7; Peter Perich, Ward 8; Ben Dion, Ward 9; Nicole Leapley, Ward 11; and, Jim O'Connell, at large.

Committee Members Lachance and Beaulieu were opposed to the motion and there wasn't a seated member for Ward 12 at the time of the vote.

Cc: City Clerks Office; Mayor Joyce Craig; Leslie Want

It is the policy of the Manchester Board of School Committee, in its actions, and those of its employees, that there shall be no discrimination on the basis of age, sex, race, color, marital status, physical or mental disability, religious creed, national origin or sexual orientation for employment in, or operation and administration of any program or activity in the Manchester School District. The Title IX Coordinator is Sherri Nichols for staff; the 504 and Title IX Coordinator is Mary Steady for students. Please see above for contact information.

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

Timothy J. Clougherty
Deputy Public Works Director



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

CITY OF MANCHESTER
Department of Public Works

September 24, 2021

Board of Mayor and Aldermen
c/o Mayor Joyce Craig
One City Hall Plaza
Manchester, NH 03101

Mayor Craig:

As you are aware the City's landfill solar array is currently under construction and is scheduled for completion this calendar year.

Now that the design is complete and the array has been sized and permitted, there are (3) documents requiring execution by the City.

The City's solar array was initially programmed at 1 MW due to limiting legislation with respect to net metering. The legislation was recently modified and this has allowed the array to be increased to 3.3 MW.

This change requires an amendment to the existing agreement. Please refer to the attached.

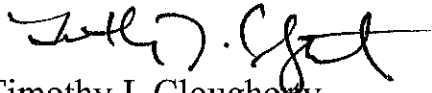
The agreement also calls for a Payment In Lieu of Taxes (PILOT). This payment is based on the size of the array and that agreement is also attached.

Lastly, the "Lease" must be recorded with the Hillsboro County Registry of Deeds. For this purpose I have attached a "Notice of Lease".

It is my understanding that the Board of Mayor and Aldermen should take action to approve the execution of these documents. They have been developed with the assistance of the Solicitor's Office as well as the Assessor's Office.

Kevin or I will be available at the next Board meeting should there be any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy J. Clougherty". The signature is fluid and cursive, with a large initial "T" and "J".

Timothy J. Clougherty
Deputy Public Works Director

Cc: Kevin A. Sheppard, P.E., Director
Lauren Smith, Office of the Mayor, Chief of Staff
Chaz Newton, Environmental Programs Manager

AMENDMENT TO NET METERING CREDIT SALES AGREEMENT AND SOLAR ENERGY FACILITY SITE LEASE AGREEMENT

This AMENDMENT TO NET METERING CREDIT SALES AGREEMENT AND SOLAR ENERGY FACILITY SITE LEASE AGREEMENT (this "Amendment") is hereby made and entered into as of October __, 2021 (the "Effective Date"), by and between the CITY OF MANCHESTER, NEW HAMPSHIRE (the "City") and KEARSARGE MANCHESTER LLC, a Massachusetts limited liability company ("Kearsarge").

A. The City and Kearsarge are parties to that certain Net Metering Credit Sales Agreement dated as of April 27, 2021 (the "NMCSA");

B. The City and Kearsarge are parties to that certain Solar Energy Facility Site Lease Agreement dated April 27, 2021 (the "Lease"); and

C. The City and Kearsarge desire to confirm certain understandings and amend certain provisions of the Lease and NMCSA all as more particularly set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions of this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Kearsarge agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein have the meanings given to such terms in the Lease and NMCSA, as applicable.

LEASE AMENDMENTS

2. Section 14.0, Taxes and Assessments. This section is hereby modified to incorporate by reference Section 4.4 of the NMCSA relating to the payment of any personal property taxes.

3. Section 15.1, Prior Written Consent. City hereby confirms and consents to Kearsarge entering a Project Lease with its affiliate Kearsarge MBBK MT LLC, a Massachusetts limited liability company in connection with the financing of the Solar Energy Facility pursuant to subsection (i) and that NTCIC Climate Impact and Revitalization Fund I, LLC, a Delaware limited liability company, with an address of 11155 15th Street NW, Suite 300, Washington, DC 20005, Attn: Karin D. Berry, and 1st Source Bank, an Indiana corporation, with an address of 100 N. Michigan Street, South Bend, Indiana 46601, Attn: Russell Cramer are each afforded the protections of Lender as set forth in the Lease.

4. Section 16.9 is hereby amended by replacing the reference to "Section 3.4 of the NMCSA" to "Section 2.3 of the NMCSA" in the first sentence.

5. The text on Exhibit B is hereby deleted in its entirety and replaced with the following:

“An approximately 3.3 MW DC/2.5 MW AC solar facility using RBI fixed tilt racking”

NMCSA AMENDMENTS

6. 4.2 Allocation is hereby amended by adding the following phrase:

“Notwithstanding the foregoing, if the LDC provides for monthly invoices in accordance with its billing cycle, Kearsarge shall bill the City quarterly in accordance with Section 4.4.”

7. Section 10.1, Prior Written Consent. City hereby confirms and consents to Kearsarge entering a Project Lease with its affiliate Kearsarge MBBK MT LLC, a Massachusetts limited liability company in connection with the financing of the Solar Energy Facility pursuant to subsection (i) and that NTCIC Climate Impact and Revitalization Fund I, LLC, a Delaware limited liability company, with an address of 11155 15th Street NW, Suite 300, Washington, DC 20005, Attn: Karin D. Berry, and 1st Source Bank, an Indiana corporation, with an address of 100 N. Michigan Street, South Bend, Indiana 46601, Attn: Russell Cramer are each afforded the protections of Lender as set forth in the Lease.

8. Exhibit A, Exhibit D and Exhibit E are each hereby deleted and replaced with Exhibit A – Revised, Exhibit D – Revised and Exhibit E – Revised, attached hereto.

AMENDMENT

9. Ratification of Documents. Except as specifically provided in this Amendment, no other amendments, revisions or changes are made or have been made to the Lease or NMCSA and all other terms and conditions of each of the Lease and NMCSA are hereby ratified and affirmed and remain in full force and effect.

10. Counterparts. This Amendment may be executed in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment is executed as of the date first written above.

CITY OF MANCHESTER, NEW HAMPSHIRE

By: _____
Name:
Title:

KEARSARGE MANCHESTER LLC
By: Kearsarge Solar LLC, its manager

By: _____
Name: Andrew J. Bernstein
Title: Manager

EXHIBIT A – REVISED

BUYER'S DESIGNATION OF CUSTOMER ACCOUNTS

Account Number	Rate Class Description	Service Address	Est Annual Consumption (kWhs)
80000380214	LARGE GENERAL	300 Winston Street, Manchester NH	10,973,582

EXHIBIT D – REVISED
SOLAR ENERGY FACILITY

*Project Size	Approx. 3.3 MW DC		
Service Territory	Eversource Energy		
Coordinates/Address	Dunbarton Road Landfill		
Town	Manchester, NH		
*Exp. kWh Output Year 1	3,795,000	Year 21	3,432,997
Year 2	3,776,025	Year 22	3,415,832
Year 3	3,757,145	Year 23	3,398,753
Year 4	3,738,359	Year 24	3,381,759
Year 5	3,719,667	Year 25	3,364,850
Year 6	3,701,069	Year 26	3,348,026
Year 7	3,682,564	Year 27	3,331,286
Year 8	3,664,151	Year 28	3,314,629
Year 9	3,645,830	Year 29	3,298,056
Year 10	3,627,601	Year 30	3,281,566
Year 11	3,609,463	Year 31	3,265,158
Year 12	3,591,416	Year 32	3,248,832
Year 13	3,573,459	Year 33	3,232,588
Year 14	3,555,591	Year 34	3,216,425
Year 15	3,537,813	Year 35	3,200,343
Year 16	3,520,124		
Year 17	3,502,524		
Year 18	3,485,011		
Year 19	3,467,586		
Year 20	3,450,248		

* In the event the as-built Project size differs from 3.3 MW DC, the Expected kWh Output per year included above shall be increased or decreased pro rata.

EXHIBIT E – REVISED
BUYER BUYOUT PAYMENT

Anniversary of the date of Commercial Operations	Buyer Buyout Payment based on 3.3 MW DC Project Size*
7 th	\$3,768,000
8 th	\$3,519,203
9 th	\$3,352,947
10 th	\$3,172,969
11 th	\$2,978,411
12 th	\$2,768,358
13 th	\$2,541,844
14 th	\$2,297,842
15 th	\$2,035,264
16 th	\$1,752,958
17 th	\$1,449,699
18 th	\$1,124,191
19 th	\$775,059
20 th	\$400,844

* In the event the as-built Project size differs from 3.3 MW DC, the Buyer Buyout Payment included above shall be increased or decreased pro rata.

PAYMENT IN LIEU OF TAXES AGREEMENT
BETWEEN
THE CITY OF MANCHESTER, NEW HAMPSHIRE
AND
KEARSARGE MANCHESTER LLC

This Payment in Lieu of Taxes (PILOT) Agreement (hereafter "Agreement") is made as of this _____ day of October 2021, under New Hampshire Revised Statutes Annotated (NHRSA) 72:74, between the City of Manchester, New Hampshire ("City") and Kearsarge Manchester LLC, a Massachusetts limited liability company, ("Company") with respect to the following facts and circumstances:

Background

Company seeks to develop a renewable solar power electric generating facility (the "Facility") to be located on a portion of a City owned parcel of land located at 500 Dunbarton Road, Manchester, NH as described in that certain Solar Energy Facility Site Lease Agreement ("Lease") entered into on the 27th day of April, 2021 ("Leased Premises") and subsequent amendments. Company expects the final installed Nameplate Capacity to be approximately 3.3 MW DC / 2.5 MW AC.

Under Section 14.0 of the Lease, Company will be responsible for the payment of taxes and assessments imposed on the Facility under NHRSA Chapter 72 (but not for taxes on the value of the underlying Leased Premises).

The Facility will be a "renewable generation facility" as defined in NHRSA 72:73. Under NHRSA 72:74, the owner of a renewable generation facility and the governing body of the municipality in which the facility is located may enter into a voluntary agreement to make payments in lieu of taxes.

The Company and City desire to enter into such a PILOT agreement under NHRSA 72:74.

Therefore, the parties hereto agree as follows:

Terms and Conditions

1. Payments in Lieu of Taxes. Company will make payments in lieu of taxes to the City for each tax year (April 1 to March 31) during the term of this Agreement, in accordance with Sections 3 and 4 below. These PILOT payments will be in lieu of any and all ad

valorem real estate taxes otherwise payable under NHRSA Chapter 72, including all municipal, county, and local school district taxes.

2. Term. Mindful of NHRSA 72:74, VI and VII, the parties have determined that a long-term agreement providing predictability of tax revenues and expenses would be advantageous to both the City and Company. Accordingly, the term of this Agreement shall be the duration of twenty (20) years, beginning with a stub Transition Tax Year (as defined in Section 10) and continuing for twenty (20) years from and after the Commercial Operation Date (the "Operating Term"), further described in Section 3 below.

For the purposes of this Agreement, the term "commercial operation" shall be deemed to have occurred once (a) the Facility has been commissioned and accepted by Company in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) Company has commenced the sale of energy from the Facility on a commercial (rather than test) basis to City. The date on which Company commences energy sales on a commercial basis to City shall be deemed the "Commercial Operation Date." Company shall give the City written notice of said Commercial Operation Date within seven (7) days after it occurs, together with a proposed letter amendment confirming the Facility's actual Nameplate Capacity.

3. PILOT Payments for 20-Year Operating Term. Subject to possible adjustments up or down under Section 4 below, annual PILOT payments to the City for the 20-year Operating Term shall be at the rate of \$2,000 per megawatt DC of Nameplate Capacity in the tax year that begins on April 1 following the Commercial Operation Date. The total annual PILOT payment based on the anticipated Nameplate Capacity of 3.3 MW DC will be \$6,600.
4. Potential Adjustment of PILOT Payments.
 - (a) Increase in Capacity. In the event that the Facility's nameplate capacity increases during the term of the Agreement, then the PILOT payments beginning in the next tax year will be adjusted upwards by mutual agreement of the parties.
 - (b) Reduction in Capacity. If the Facility's installed and operating capacity as of April 1 in any tax year is materially reduced (due to causes beyond Company's control) from the previous tax year due to: (i) damage caused by natural forces, (ii) operational restrictions caused by a change in law, regulation, ordinance, or industry management standards, (iii) decommissioning and removal of inverters, or (iv) the permanent cessation of the Facility's operations, then the PILOT payment will be adjusted downward by mutual agreement of the parties based on the total actual

installed and operating Nameplate Capacity after the reduction in capacity, or in the case of clause (iv) above, the Agreement will terminate.

5. Payment of Amounts Due. Company will make semi-annual PILOT payments based on the amounts set forth in Sections 3 and 4 within 30 days of each June 1 and December 1 during the Operating Term.
6. Non-Payment. Non-payment of any payment due to the City shall constitute a default. Notice of non-payment shall be provided to Company in the manner and at the address provided for Notices in Section 9 of this Agreement. Company shall have 30 days to cure the default after receiving such notice. In the event the default is not cured within 30 days, the City may commence an action to collect any non-payment under NHRSA 80:50, or proceed against the real estate under NHRSA 80:58-80. It shall not be a defense to such proceeding that Company is obligated under this Agreement to make payments in lieu of taxes rather than taxes.
7. Lender's Right to Cure. The City shall send a copy of any notice of default sent to Company to both Company's Lenders by certified mail at the same time such notice is sent to Company, and no such notice of default to Company shall be effective unless and until a copy of such notice has been delivered to each of Company's Lenders. Company's Lenders shall have the same time and rights to cure any default as Company, and the City shall accept a cure by either of Company's Lenders as if such cure had been made by Company. Company's Lenders are: (a) NTCIC Climate Impact and Revitalization Fund I, LLC, a Delaware limited liability company, with an address of 11155 15th Street NW, Suite 300, Washington, DC 20005, Attn: Karin D. Berry, and (b) 1st Source Bank, an Indiana corporation, with an address of 100 N. Michigan Street, South Bend, Indiana 46601, Attn: Russell Cramer. Each of Company's Lenders are both afforded the protections of Lender as set forth in the Lease.
8. Other Taxes Not Covered. This Agreement covers only ad valorem real estate taxes payable under NHRSA Chapter 72. It does not include or cover other local, state, or federal taxes which may be payable on account of Facility revenues or activities, including Land Use Change Tax, Timber Tax, State Utility Property Tax, Business Enterprise Tax, or Federal Income Tax.
9. Notices. Any notice to be provided under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by certified mail at the following addresses, in addition to the Company's Lender as set forth in Section 7 above:

To the City: City of Manchester
Department of Public Works
475 Valley Street
Manchester, NH 03103
Attn: Public Works Director

To the Company: Kearsarge Manchester LLC
c/o Kearsarge Energy
1380 Soldiers Field Rd, Suite 3900
Boston, MA 02135

10. Transition Tax Year Payment. The tax year in which the Facility achieves the Commercial Operation Date, the Transition Tax Year, shall be the first tax year covered by this Agreement. Recognizing that construction of the Facility may have not commenced, or that if construction has commenced, that the Facility is likely to be only partially constructed as of April 1 of said Transition Tax Year, and that Company's revenues for said tax year may be non-existent or minimal, the PILOT payment for said Transition Tax Year will be based on the following formula, calculated as of the Commercial Operation Date:

(nameplate Capacity) X (days left in Transition Tax Year/365) X (PILOT rate)

For example, if the Nameplate Capacity is 3.3 MW DC and commercial operation is reached on September 1, the Transition Tax Year payment would be calculated as:

$$(3.3 \times (211/365) \times \$2,000) = \$3,815.34$$

The Transition Tax Year Payment will be made within ninety (90) days of the Commercial Operation Date. The amount of the Transition Tax Year Payment shall be credited to tax payment due in Year 20 of the Operating Term.

11. Assignment. City hereby confirms and consents to Company entering into a Project Lease with its affiliate Kearsarge MBBK MT LLC, a Massachusetts limited liability company in connection with the financing of the Facility. Company shall have the right to assign this Agreement to any bona fide purchaser, transferee, or assignee of the Facility or Company, provided that said purchaser, transferee or assignee has the financial, managerial, and technical capacity to construct and operate the Facility as contemplated by the parties hereto and the Company shall provide written notice to the City.

12. The terms and provisions contained in this Agreement constitute the final Agreement between the parties with respect to this Agreement and supersede all previous communications, representations or agreements, either verbal or written. No modification or

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

CITY OF MANCHESTER, NEW HAMPSHIRE

By: _____
Name:
Title:

KEARSARGE MANCHESTER LLC

By: Kearsarge Solar LLC, its manager

By: _____
Name: Andrew J. Bernstein
Title: Manager

NOTICE OF SOLAR FACILITY SITE LEASE AGREEMENT

In accordance with the provisions of New Hampshire General Laws, Chapter 477:7-a, notice is hereby given of the following described lease:

Parties to Lease:

Lessor: **City of Manchester;** and

Lessee: **Kearsarge Manchester LLC**, a Massachusetts limited liability company

Date of Lease: April 27, 2021 as amended by Amendment dated as of October __, 2021.

Description of Leased Premises:

See Exhibit A attached hereto and made a part hereof.

Term of Lease:

The Term of the Lease shall commence on the Date of Lease and, unless terminated earlier pursuant to the provisions of the Lease, shall continue until 11:59 PM on the day preceding the twentieth (20th) anniversary of the commercial operations date.

Right of Extension:

Up to three (3) times for a period of five (5) years each by mutual agreement of Lessor and Lessee.

Ownership of the Facility:

Lessor shall have no right, title or interest in the solar energy facility (as defined in the Lease) ("Solar Energy Facility") or any component thereof and Lessee shall be the exclusive owner thereof, except as provided in the Lease.

This Notice of Lease is intended and recorded for notice purposes only in accordance with Chapter 477:7-a. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.

This Notice of Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures follow on the next page.]

Executed as a sealed instrument this ____ day of _____, 2021.

LESSOR

City of Manchester

By: _____

Name:

Title:

State of New Hampshire

_____ **County**

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared the above-named _____, _____ of the City of Manchester proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of the City of Manchester.

Notary Public

My commission expires:

LESSEE

Kearsarge Manchester LLC

By: Kearsarge Solar LLC, its manager

By: _____

Name: Andrew J. Bernstein

Title: Manager

Commonwealth of Massachusetts

_____ **County**

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared the above-named Andrew J. Bernstein, Manager of Kearsarge Solar LLC, Manager of Kearsarge Manchester LLC, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of Kearsarge Manchester LLC.

Notary Public

My commission expires:

EXHIBIT A

525 Dunbarton Road
Manchester, New Hampshire

Lease Area Description

Said Leasehold being described as follows:

Beginning at a point along the westerly line of the Leasehold herein described, said point being N 54° 22' 21" E three hundred thirty one and 95/100 feet (331.95') from a concrete bound with a drill hole located on the northeasterly corner of Buckland Street, thence;

Within the land Now or Formerly The City of Manchester the following 37 courses:

N 20° 52' 07" W fifty-six and 35/100 feet (56.35') to a point;
N 47° 59' 29" W one hundred forty-four and 13/100 feet (144.13') to a point;
N 45° 07' 57" W one hundred sixty-seven and 13/100 feet (167.13') to a point;
N 85° 23' 38" W thirty-nine and 06/100 feet (39.06') to a point;
N 46° 16' 57" W thirty-seven and 62/100 feet (37.62') to a point;
S 89° 46' 27" W two hundred eighty-eight and 50/100 feet (288.50') to a point;
N 60° 48' 10" W forty-seven and 59/100 feet (47.59') to a point;
N 76° 27' 28" W two hundred sixteen and 53/100 feet (216.53') to a point;
N 58° 23' 39" W one hundred fifty-five and 39/100 feet (155.39') to a point;
N 61° 00' 03" W eight two and 12/100 feet (82.12') to a point;
N 15° 35' 52" E one hundred three and 52/100 feet (103.52') to a point;
N 73° 06' 54" W one hundred sixty eight and 78/100 feet (168.78') to a point;
N 41° 42' 11" W one hundred forty-eight and 22/100 feet (148.22') to a point;
N 23° 54' 48" W one hundred forty-seven and 43/100 feet (147.43') to a point;
N 03° 16' 01" W sixty-one and 65/100 feet (61.65') to a point;
N 41° 11' 12" E two hundred forty-four and 87/100 feet (244.87') to a point;
N 66° 59' 14" E sixty-five and 41/100 feet (65.41') to a point;
S 89° 07' 14" E ninety-four and 20/100 feet (94.20') to a point;
S 66° 07' 40" E ninety-three and 67/100 feet (93.67') to a point;
S 37° 51' 12" E eighty-five and 77/100 feet (85.77') to a point;
S 20° 45' 59" E one hundred eight and 97/100 feet (108.97') to a point;
S 00° 35' 41" W eighty-six and 85/100 feet (86.85') to a point;
S 34° 17' 00" E two hundred forty and 93/100 feet (240.93') to a point;
S 86° 09' 23" E forty-eight and 91/100 feet (48.91') to a point;
S 51° 39' 15" E one hundred sixty-one and 69/100 feet (161.69') to a point;
S 64° 23' 38" E two hundred eighty-seven and 72/100 feet (287.72') to a point;
S 54° 12' 34" E two hundred fifty-six and 14/100 feet (256.14') to a point;
S 46° 34' 05" E three hundred twelve and 64/100 (312.64') to a point;
S 44° 30' 42" E two hundred ninety-five and 10/100 feet (295.10') to a point;
S 29° 33' 26" E sixty-eight and 07/100 feet (68.07') to a point;
S 5° 42' 54" W forty-eight and 85/100 feet (48.85') to a point;

S 72° 23' 38" W forty-three and 22/100 feet (43.22') to a point;
N 85° 19' 56" W one hundred fifty-nine and 69/100 feet (159.69') to a point;
N 41° 46' 50" W one hundred six and 72/100 feet (106.72') to a point;
N 17° 15' 47" W thirty-eight and 45/100 (38.45') to a point;
N 28° 54' 58" E thirty-six and 91/100 feet (36.91') to a point;
N 48° 45' 41" W one hundred fifty-four and 03/100 feet (154.03') to the point of beginning.

Said Lease Area containing 12.27 acres more or less.

The Leasehold estate is a portion of the following described land:

Parcel I:

The land in Manchester, County, New Hampshire, situated at 535 Dunbarton Road, and being shown as a Lot on a plan entitled, "Boundary Survey Manchester Landfill, Dunbarton Road, Manchester, New Hampshire" dated September 1992, prepared by Costello, Lomasney & de Napoli, Inc., and recorded with the Hillsborough County Registry of Deeds as Plan No. 26045, to which plan reference is hereby made for a more particular description.

Lot contains 84.71± acres, according to said plan.

Less and except Parcel B containing 2.15± acres on a plan entitled, "Boundary Line Adjustment Plan, Manchester, New Hampshire" dated November 1993, prepared by Costello, Lomasney & de Napoli, Inc., and recorded with the Hillsborough County Registry of Deeds as Plan No. 29730.

Parcel II:

Tract I

The land in Manchester, County, New Hampshire, situated at 535 Dunbarton Road, and being shown as a Parcel A on a plan entitled, "Boundary Line Adjustment Plan, Manchester, New Hampshire" dated November 1993, prepared by Costello, Lomasney & de Napoli, Inc., and recorded with the Hillsborough County Registry of Deeds as Plan No. 29730, to which plan reference is hereby made for a more particular description.

Parcel A contains 1.30± acres, according to said plan.

Tract II

The land in Manchester, County, New Hampshire, situated at 535 Dunbarton Road, and being shown as a Parcel C on a plan entitled, "Boundary Line Adjustment Plan, Manchester, New Hampshire" dated November 1993, prepared by Costello, Lomasney &

de Napoli, Inc., and recorded with the Hillsborough County Registry of Deeds as Plan No. 29730, to which plan reference is hereby made for a more particular description.

Parcel C contains .85± acres, according to said plan.

Access Easement Description

A 30 Feet Wide Access Easement, located within the City of Manchester, County of Hillsborough, New Hampshire, situated northeasterly off of Dunbarton Road, further described as follows:

Beginning at a point on the southwesterly line of the Access Easement herein described, said point being on the northerly line of an Access and Utility Easement, thence;

Within the land Now or Formerly The City of Manchester the following twenty courses:

N 39° 18' 05" W eighty-three and 57/100 feet (83.57') to a point;
N 24° 30' 26" W one hundred one and 04/100 feet (100.04') to a point;
N 13° 34' 20" W one hundred three and 34/100 feet (103.34') to a point;
N 0° 32' 30" W eighty-eight and 57/100 feet (88.57') to a point;
N 16° 24' 57" E one hundred nine and 25/100 feet (109.25') to a point;
N 29° 31' 21" E one hundred twenty-nine and 12/100 feet (129.12') to a point;
N 36° 25' 34" E one hundred fourteen and 07/100 feet (114.07') to a point;
N 42° 25' 25" E one hundred twenty-nine and 37/100 feet (129.37') to a point;
N 53° 58' 29" E eighty-four and 55/100 feet (84.55') to a point;
N 60° 06' 07" E two hundred twenty-two and 63/100 feet (222.63') to a point;
N 67° 49' 43" E eighty-three and 88/100 feet (83.88') to a point;
N 82° 02' 02" E sixty-one and 81/100 feet (61.81') to a point;
S 75° 23' 06" E fifty-nine and 71/100 feet (59.71') to a point;
S 53° 18' 58" E forty and 78/100 feet (40.78') to a point;
S 39° 52' 53" E thirty-eight and 84/100 feet (38.84') to a point;
S 24° 40' 18" E fifty-eight and 74/100 feet (58.74') to a point;
S 11° 37' 46" E fifty-five and 92/100 feet (55.92') to a point;
S 0° 08' 16" W forty-nine and 42/100 feet (49.42') to a point;
S 13° 03' 25" W sixty-three and 94/100 feet (63.94') to a point;
S 28° 20' 50" W seventy-one and 10/100 feet (71.10') to a point on the northerly line of a Lease Area as shown on the aforementioned plan, thence;

Along said Lease Area the following course:

N 66° 07' 40" W thirty and 19/100 feet (30.19') to a point, thence;

Within the land Now or Formerly The City of Manchester the following twenty courses:

N 28° 20' 50" E sixty-nine and 80/100 feet (69.80') to a point;
N 13° 03' 25" E fifty-six and 14/100 feet (56.14') to a point;
N 0° 08' 16" E forty-two and 94/100 feet (42.94') to a point;
N 11° 37' 46" W forty-nine and 40/100 feet (49.40') to a point;

N 24° 40' 18" W fifty-one and 31/100 feet (51.31') to a point;
N 39° 52' 53" W thirty-one and 30/100 feet (31.30') to a point;
N 53° 18' 58" W thirty-one and 40/100 feet (31.40') to a point;
N 75° 23' 06" W forty-seven and 87/100 feet (47.87') to a point;
S 82° 02' 02" W fifty-two and 09/100 feet (52.09') to a point;
N 87° 53' 35" W one hundred seventeen and 67/100 feet (117.67') to a point;
S 67° 49' 43" W seventy-eight and 12/100 feet (78.12') to a point;
S 60° 06' 07" W two hundred nineteen and 00/100 feet (219.00') to a point;
S 53° 58' 29" W seventy-nine and 91/100 feet (79.91') to a point;
S 42° 25' 25" W one hundred twenty-four and 77/100 feet (124.77') to a point;
S 36° 25' 34" W one hundred ten and 69/100 feet (110.69') to a point;
S 29° 31' 21" W one hundred twenty-three and 86/100 feet (123.86') to a point;
S 16° 24' 57" W one hundred one and 33/100 feet (101.33') to a point;
S 0° 32' 30" E eighty and 67/100 feet (80.67') to a point;
S 13° 34' 20" E ninety-seven and 04/100 feet (97.04') to a point;
S 24° 30' 26" E ninety-four and 93/100 feet (94.93') to a point;
S 39° 18' 05" E seventy-eight and 25/100 feet (78.25') to the northerly corner of the
aforementioned Access and Utility Easement, thence;

Along the Access and Utility Easement the following course:

S 49° 10' 09" W twenty-nine and 84/100 feet (29.84') to the point of beginning.

Said 30 Feet Wide Access Easement containing 50,550 square feet more or less.

Utility Easement Description

A 20 Feet Wide Utility Easement, located within the City of Manchester, County of Hillsborough, New Hampshire, situated northeasterly off of Dunbarton Road, further described as follows:

Beginning at a point along the westerly line of the Utility Easement herein described, said point being the eastern corner of an Access and Utility Easement, thence;

Within the land Now or Formerly The City of Manchester the following course:

N 36° 02' 34" E three hundred fifty-nine and 99/100 feet (359.99') to a point on a Lease Area as shown on the aforementioned plan, thence;

Along the Lease Area the following two courses:

N 61° 00' 03" W thirteen and 68/100 feet (13.68') to a point;
N 15° 35' 52" E eighteen and 38/100 feet (18.38') to a point; thence,

Within the land Now or Formerly The City of Manchester the following course:

S 36° 02' 34" W three hundred seventy-one and 12/100 feet (371.12') to a point on the Access and Utility Easement; thence

Along the Access and Utility Easement the following course:

S 41° 30' 19" E twenty and 48/100 feet (20.48') to the point of beginning.

Said 20 Feet Wide Utility Easement containing 7,190 square feet more or less.

Access-Utility Easement Description

An Access and Utility Easement, located within the City of Manchester, County of Hillsborough, New Hampshire, situated northeasterly off of Dunbarton Road, further described as follows:

Beginning at a point on the easterly line of Dunbarton Road thence;

Within the land Now or Formerly The City of Manchester the following course:

N 49° 10' 09" E ninety-seven feet more or less (97') to a point on a 30 Feet Wide Access Easement as shown on aforementioned plan, thence;

Along the 30 Feet Wide Access Easement the following course:

N 49° 10' 09" E twenty-nine and 84/ 100 feet (29.84') to a point, thence;

Within the land Now or Formerly The City of Manchester the following course:

S 41° 30' 19" E four hundred thirty-nine and 06/100 feet (439.06') to a point on a 20 Feet Wide Utility Easement as shown on aforementioned plan, thence;

Along the 20 Feet Wide Utility Easement the following course:

S 41° 30' 19" E twenty and 48/100 feet (20.48') to a point, thence;

S 45° 17' 03" W one hundred feet more or less (100') to a point on the easterly sideline of Dunbarton Road, thence;

Along Dunbarton Road the following two courses:

N 44° 42' 57" E two hundred ninety-three and 34/100 feet (293.34') to a point;

N 44° 56' 14" E one hundred seventy-four and 03/100 feet (174.03') to the point of beginning.

Said Access and Utility Easement containing 52,225 square feet more or less.

DESCRIPTION FOR CONDUIT/PIPE: 20" DIA. DRAINAGE CONDUIT, LAYDOWN DATE OF JUNE 14, 2023
CONDUIT NO. 21-00010

850 DUNBAR RD
WALTON, MA 01885

THE LAND IN WASHINGTON COUNTY, NEW HAMPSHIRE, SITUATED AT 355 CLAREMONT ROAD, AND WITH
SHOWN AS A LOT ON A PLAN DATED, APPROXIMATELY JANUARY, NINETEEN HUNDRED, SYMINGTON
PLAZ, WASHINGTON, NEW HAMPSHIRE, DATED SEPTEMBER, 1962, PREPARED BY COSTELLO, LORENTZ & O'
HARRIS, P.C., AND ACCORDING WITH THE DESCRIPTION, COUNTY RECORDS OF DEEDS AND PLATS NO. 22643, 2
NORTH MAIN, NINETEEN SIXTY TWO, OR OTHER RECORD FOR A MORE ACCURATE DESCRIPTION.

LESS AND EXCEPT PARCEL 1, CONTAINING 2.19 ACRES ON A PLAIN DIVISION, BOUNDARY LINE ADJUSTMENT MAP, INCORPORATED, NEW HAMPSHIRE, DATED FEBRUARY 1981, PREPARED BY CONNELL TOMLINSON & DE MARCO, INC., AND RECORDED WITH THE NEW HAMPSHIRE COUNTY CLERK'S OFFICE AS PLAIN 810 26730.

PARCEL 11.

THE 1940 IN MANHATTAN, COUNTY, NEW YORK, BEING AT 515 DUMFRIES ROAD, AND DOW
BROWN AS A FATHER, ON A 1940 CHURCH, QUINCY LANE, ADJUSTMENT PLAN, HENNINGTON, NY
FATHER, SAID BROWN, ON A 1940, BEING BY CENTRAL CONVENT, ST. PETER, AND NY
RECORDS WITH THE BIRMINGHAM CITY DEPT. OF HEALTH, AS PLAN NO. 19750, 30 MICH. PLAN
RESIDENCE IN BIRMINGHAM, FOR A MORE PARTICULAR DESCRIPTION

QUINCY, CENTRAL LANE, 4740, BIRMINGHAM, ON 11/10, 1940

[illegible]

1. I HAVE REVIEWED THE COVENANTS, PLAT AND LAND TITLE INSURANCE COMPANY EQUIPMENT REC 20-56816, WITH EFFECTIVE DATE OF JUNE 11, 2003 AT 8:00 P.M. AND FIND AS FOLLOWS WITH RESPECT TO THE EDDGERS UNITS IN SEGMENT 2, SECTION 8 OF BAY COMMUNITY:

(FOR PLATTED UNITS REFER TO THE EDDGERS UNITS ON THE PLAN:) 3

- [illegible]

1. PLAN ENTITLED "BOUNDARY SURVEY, WASHINGTON LANE, DUNBARBON ROAD, WASHINGTON, NEW HAMPSHIRE, DATED FEBRUARY 1982, PREPARED BY CLU, INC. PLAN ON RECORD AT THE HILLSBOROUGH COUNTY CLERK'S OFFICE AS PLAN 1046.

2. PLAN ENTITLED "BOUNDARY LINE AND SETBACK PLAN FOR THE HWY OF WASHINGTON AND THE LAMBERTS NEW HAMPSHIRE", DATED NOVEMBER 1982, PREPARED BY CLU, INC. PLAN ON RECORD AT THE HILLSBOROUGH COUNTY CLERK'S OFFICE AS PLAN 1053.

TO: NEWARKS BANK N.A.
NEWARK, NEW JERSEY
NEWARK, NEW JERSEY
THE SOURCE BANK
RICH CLINTY SPACE AND REVISIONS AND OLD
A DATA SECURITY, ONE & USED, P.C.

THIS IS TO CERTIFY THAT THERE WAS NO PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 1921 MARSHALL STATUTES AND ALSO THE REGULATIONS FOR ALL THINGS LONG AND SHORTLY SIGNED BY COMMISSIONER AND APPROVED BY ALMA AND WERE ALSO SUBMITTED THERE. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 8

PRINT
Top 14, 1965 - 1966

DAVID P. FOWLE, 115 SEPTEMBER 4, 2020
200, W. 977
ATP, USA, Inc.
8 EMBURY PARK DRIVE
MILWAUKEE, WISCONSIN

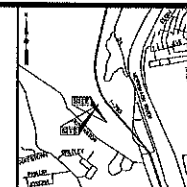
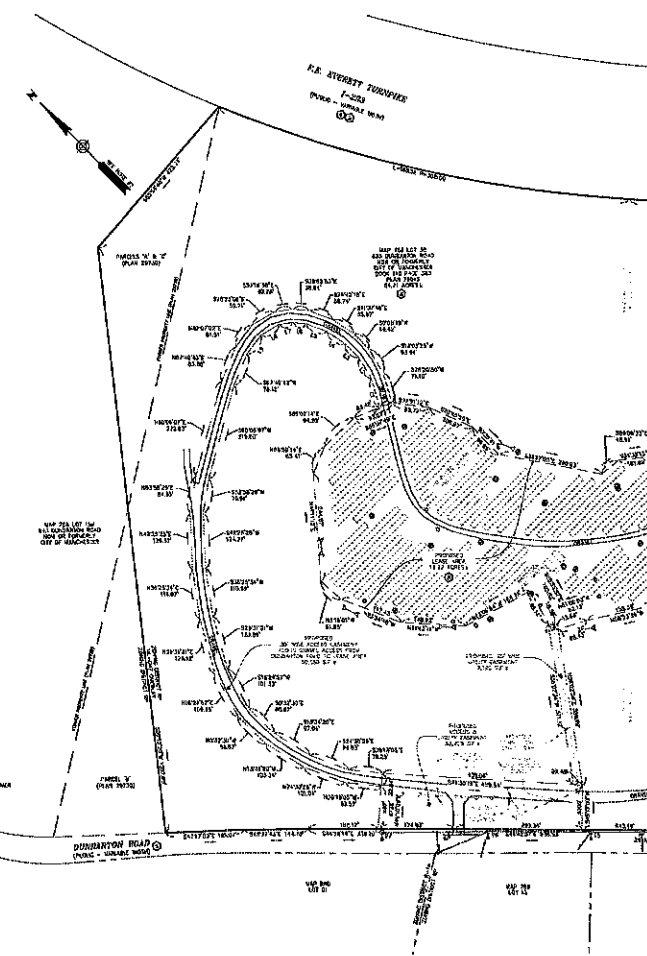
THE TOWNS HALL, AS SHOWN BELOW, WAS TAKEN FROM THE BOWING
CHURCH, OFF OF NATIONVIEW, AND ADDED THROUGH OCTOBER 1,
1968.

[illegible]

Power Sun Table		
Time #	Length	Location
1	00:40	W25 N5 50°W
1.2	00:11	N15 E5 50°W
1.3	02:04	W000 E05 10°N
1.4	00:40	N05 E5 50°W
1.5	01:31	N25 E5 50°W
1.6	01:30	N10 E5 50°W
1.7	01:50	N35 E5 50°W
1.8	01:09	N75 E5 50°W
1.9	02:09	S05 E5 50°W
1.10	01:43	N25 E5 50°W

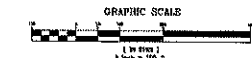
FROM: CHAIRMAN, SENATE SELECT COMMITTEE ON ASSASSINATIONS
TO: SEN. JAMES EASTLAND
SUBJECT: JAMES EARL RAY
RE: SEN. JAMES EASTLAND'S LETTER OF APRIL 11, 1968

- ④ UTILITY POLE WITH LIGHT
- ⑤ UTILITY POLE WITH LIGHT AND TRANS
- ⑥ UTILITY POLE WITH TRANSFORMER
- ⑦ TOWER OF TRANSMISSION
- ⑧ INSULATOR (SEE LINE 101)
- ⑨ POWERLINE
- ⑩ POWERLINE
- ⑪ POWERLINE
- ⑫ POWERLINE
- ⑬ POWERLINE
- ⑭ POWERLINE
- ⑮ POWERLINE
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2. THE BLANKING SYSTEM SHOWN HEREIN IS REFERENCED TO THE HORN ANTERIOR
EYE OF 1943, NOW HAWAIIAN PLANE CONDORSHIP SYSTEM AND 242

- [illegible]



DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE	
	ALTA/NSPS LAND TITLE SURVEY				
	MANCHESTER LANDFILL				
	535 DUMBARION ROAD				
	MANCHESTER, NEW HAMPSHIRE				
	PREPARED FOR				
	KEARSARGE SOLAR LLC				
					
WSP USA INC.					
21000 E. 10th Ave. Suite 101					
Thornton, CO 80222					
303-524-0541					
Drawn by	CG	Date	SEPTEMBER 14, 2021	Job No.	3400001.0.00
Reviewed by	10.2 to IR				
Drawn by	CG	Scale		Sheet No.	1 of 2
Checked by	DMF				

Return to:
EVERSOURCE
Attn: Pauline Boire
PO Box 330
Manchester, NH 03105
EBA- _____
Work Order: 4906221
Municipality: 293 Manchester
Tax Parcel ID: Map 768 Lot 38

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that the **CITY OF MANCHESTER**, a municipal corporation having a mailing address of One City Hall Plaza, Manchester, New Hampshire 03101, (hereinafter the Grantor), for good and valuable consideration, grants to PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE (PSNH), d/b/a Eversource Energy, a corporation duly established by law, with a mailing address of P.O. Box 330, in Manchester, in the County of Hillsborough, in the State of New Hampshire, 03105, (hereinafter the Grantee), and its successors and assigns, with QUITCLAIM COVENANTS:

The RIGHT and EASEMENT to lay, install, construct, reconstruct, operate, maintain, repair, replace, patrol and remove above/underground lines which may consist of wires, cables, pipes, ducts, conduits, manholes, and such testing terminals, transformers and foundations and enclosures for the same, vaults, pedestals, repeaters, markers, poles, crossarms, braces, anchors, guys, grounds and other equipment, for transmitting electric current and/or communications and intelligence, and to do the necessary cutting and trimming of trees and brush, over, under and across a portion of the land owned by the Grantor at **535 Dunbarton Road** in **Manchester**, County of **Hillsborough**, State of New Hampshire.

Said easement will be located within the following described limits:

Beginning at a point on the Grantors southeast boundary at Dunbarton Road, said point being at or near PSNH pole numbered 1354/27X, thence extending above and/or underground in various directions as necessary to provide service to the premises as may be requested by the Grantor, its successors or assigns, now or in the future, to include but not limited to poles to be numbered 1354/27X-1 through 1354/27X-4. The final location of the easement shall be determined by the location of the facilities as installed, whenever installed.

The width of this easement shall be 20 feet, measured either 10 feet on each side of the center line of the distribution lines as constructed, or, if less than 10 feet exists on either side to the nearest adjacent boundary line, measured 20 feet from the boundary line.

This easement grants the right for guying/anchoring facilities outside the 20-foot strip, together with the right to lay, install, construct, reconstruct, operate, maintain, repair, replace and

remove any service cables and related equipment extending to any buildings or structures on said land to provide electric or telephone service and/or communications and intelligence thereto. This conveyance shall include the right of access from other land of the Grantor(s) for all purposes in connection with the exercise of the within granted easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on adjacent land, provided that the land shall be restored by the Grantee to substantially the condition in which it was immediately prior to such excavation, trenching, and backfilling; the right to go upon adjoining land when working on said lines and associated equipment; and the right to install temporary aboveground lines for temporary periods over and across said land of the Grantor(s) to provide continuity of service thereon when only underground line rights are requested.

The Grantor for itself and its heirs, executors, administrators, successors and assigns, covenants and agrees that it will not erect or maintain, or permit to be erected or maintained, any building or structure of any kind or nature upon the land over said easement and that it will not plant or permit to be planted any trees over said easement.

Meaning and intending to describe and convey an easement over a portion of the premises described in deeds to City of Manchester on record in the Hillsborough County Registry of Deeds at Book 6074, Page 275 and Book 1100, Page 383.

Witness our hands this _____ day of _____, 2021.

CITY OF MANCHESTER

BY: _____
Joyce Craig, Mayor

STATE/Commonwealth of _____
County of _____, ss

On this _____ day of _____, 2021, personally appeared Joyce Craig, Mayor of the City of Manchester, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes contained herein.

My Commission expires:

Notary Public/Justice of the Peace

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

Timothy J. Clougherty
Deputy Public Works Director



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

CITY OF MANCHESTER
Department of Public Works

September 15, 2021

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, NH 03103

Re: NHDOT Bridge Rehabilitation Project 41414 (Huse Road)

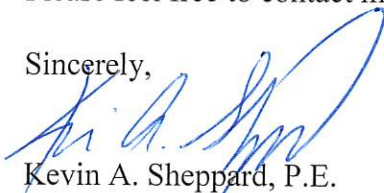
Honorable Board of Mayor and Aldermen

Ms. Angela Hubbard, the NHDOT project engineer, has forwarded a Municipal Work Zone Agreement and a Municipal Sidewalk Agreement, see attached, for execution by an authorized City Official. These are standard documents which are required by the NHDOT for projects within cities and towns.

These documents have been reviewed Attorney Peter Chiesa and I. I am requesting your authorization to execute these documents on behalf of the City.

Please feel free to contact me should you have any questions relating to this matter.

Sincerely,



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

Cc: Peter Chiesa, Esq.
Chief Allen Aldenberg
Timothy Clougherty



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

MANCHESTER 41414
Bridge Rehabilitation Project
Huse Rd over I-293 & NH 101

Bureau of Bridge Design
Tel. (603) 271-2731

September 2, 2021

Kevin Sheppard, P.E.
Director of Public Works
City of Manchester
475 Valley Street
Manchester, NH 03103

Dear Mr. Sheppard,

I am in the process of finalizing contract documents and I have attached for signature the following:

- Municipal Work Zone Agreement. The intent of this agreement is to make it clear that both the City of Manchester and the State recognize that traffic management for this project is the responsibility of NH Department of Transportation.
- Municipal Sidewalk Agreement. All municipalities are asked to sign this agreement as an acknowledgement that the City will maintain the sidewalks on the bridge.

The project is scheduled to advertise October 19, 2021. I will be sending you a copy of the final contract documents closer to the advertising date.

Please sign and return the signed agreements to me by September 13, 2021. The Department will sign and return one copy of each document, signed by all parties, to the City for your records.

If you have any questions or would like to discuss this project further, feel free to call me at 271-2731 or send an e-mail to angela.b.hubbard@dot.nh.gov.

Thank you for your assistance,

Thank you for your assistance,

Angela Hubbard
Project Engineer
Bureau of Bridge Design

**MUNICIPAL WORK ZONE AGREEMENT
FOR
CITY OF MANCHESTER, NH**

**STATE PROJECT: 41414
FEDERAL PROJECT: X-A004(624)**

THIS AGREEMENT, executed in *duplicate*, made and entered into this _____ day of _____, 2021, between the New Hampshire Department of Transportation, hereinafter called the "DEPARTMENT" and the City of Manchester, hereinafter called the "CITY."

WITNESSETH that,

WHEREAS, the DEPARTMENT will conduct bridge rehabilitation work on Manchester Bridge Number 176/106 (Huse Rd over I-293 & NH 101);

WHEREAS, The State Legislature has delegated the Commissioner of the DEPARTMENT with full authority to control traffic in highway/bridge construction work zones on Class I, II, and III highways; RSA 228:21, 236:1, and 228:37;

WHEREAS, The Department intends to use a combination of flaggers and/or uniformed officers, as appropriate, to control traffic and ensure public and worker safety; and

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

- A. The DEPARTMENT shall construct State Project Number 41414 in the CITY to rehabilitate Manchester Bridge Number 176/106 (Huse Rd over I-293 & NH 101).
- B. The DEPARTMENT will be responsible for the management and operation of the highway throughout the duration of the construction of the project. This includes the authority to determine the most appropriate way to control traffic within the construction work zone limits of the project.**
- C. The Department, as of April 1, 2013, will only compensate for the use of police officers that have successfully completed an NHDOT approved course on the Safe and Effective Use of Law Enforcement in Work Zones

IN WITNESS WHEREOF, the parties here have affixed their signatures, the City of Manchester, New Hampshire, on this _____ day of _____, 2021; The Department of Transportation on this _____ day of _____, 2021.

**NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION**

CITY OF MANCHESTER

By: _____
Director of Project Development

By: _____
(AUTHORIZED MUNICIPAL OFFICIAL)

cc: Police Chief

**MUNICIPAL SIDEWALK AGREEMENT
FOR
CITY OF MANCHESTER**

**STATE PROJECT: 41414
FEDERAL PROJECT: X-A004(624)**

THIS AGREEMENT, executed in *duplicate*, made, and entered into this ____ day of _____, 2021, between the New Hampshire Department of Transportation, hereinafter called the "DEPARTMENT" and the City of Manchester, hereinafter called the "CITY".

WITNESSETH that,

WHEREAS, the DEPARTMENT will conduct bridge rehabilitation work on Manchester Bridge Number 135/109 (Huse Rd over I-293 & NH 101);

WHEREAS, DEPARTMENT maintenance forces, by policy and practice, do not maintain sidewalks;

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

- A. The DEPARTMENT shall construct project State Project Number 41414 in the CITY to rehabilitate Manchester Bridge Number 176/106 (Huse Rd over I-293 & NH 101).
- B. All work associated with construction of these facilities will be in accordance with DEPARTMENT specifications.
- C. The DEPARTMENT will be responsible for the management and operation of these facilities throughout the duration of the construction of the project.
- D. The CITY shall provide or cause to provide for the future maintenance of the sidewalks indicated above, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed. Should operational adjustments be necessary, the CITY agrees that no changes will be made without prior approval of the DEPARTMENT.
- E. The CITY shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the CITY or its subcontractors in the performance of this agreement. Notwithstanding the foregoing, nothing herein contained, shall be deemed to constitute a waiver of the sovereign immunity of the STATE or the DEPARTMENT, which immunity is hereby reserved.
- F. It is further understood and agreed between the DEPARTMENT and the CITY that neither the DEPARTMENT, nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the CITY under this Agreement.

IN WITNESS WHEREOF, the parties here have affixed their signatures, the CITY of Manchester, New Hampshire, on this ____ day of _____, 2021, and the Department of Transportation on this ____ day of _____, 2021.

**NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION**

CITY OF MANCHESTER

By: _____
COMMISSIONER

By: _____
(AUTHORIZED MUNICIPAL OFFICIAL)

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 Hundred Thirty One Thousand Dollars (\$131,000) for the FY 2022 CIP 410722 MHRA Community Policing”

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 from the Manchester Housing and Redevelopment Authority for the implementation of MHRA Community Policing;

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

By adding:

FY 2022 CIP 410722 MHRA Community Policing - \$131,000 OTHER

Resolved, that this Resolution shall take effect upon its passage

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 Five Thousand Dollars (\$25,000) for the FY 2022 CIP 410822 2020 Homeland Security Grant Program Award-HazMat.”

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 State of New Hampshire Homeland Security to provide one-time funding to support the purchase of HazMat equipment;

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

By adding:

FY 2022 CIP 410822 2020 Homeland Security Grant Program Award-HazMat - \$25,000
STATE

Resolved, that this Resolution shall take effect upon its passage

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty

A RESOLUTION

“Authorizing the utilization of an increase in State Adequacy and Relief Aid for a supplemental appropriation of \$10,847,571 to the Manchester School District pursuant to Section 6.05 (a) of the City Charter in Fiscal Year 2022.”

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

WHEREAS, the Manchester School District has requested a supplemental appropriation of \$10,847,571 funded by an increase in State Adequacy and Relief Aid; and

WHEREAS, the Finance Officer and the Mayor have verified and certified that the Manchester School District has \$10,847,571 in increased aid available in the Fiscal Year 2022 budget to fund a supplemental appropriation of \$10,847,571 to the Manchester School District;

NOW THEREFORE BE IT RESOLVED, that the Board of Mayor and Aldermen hereby authorize a supplemental appropriation to the Manchester School District of \$10,847,571 for Fiscal Year 2022 from the following source:

FY22 Increase in State Adequacy and Relief Aid of \$10,847,571

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

City of Manchester
New Hampshire

In the year Two Thousand and Twenty One

A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Fifty Five Million Dollars (\$55,000,000) to pay for the 2022 CIP 712722 Various Capital Improvement Projects by the Environmental Protection Division, and for the payment of all other incidental costs related thereto. Projects include but are not limited to: design and construction of upgrades to the wastewater treatment plant, expansion of sewer service area and projects necessary for compliance with the Clean Water Act.”

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

SECTION 1. That there be and hereby is authorized under and pursuant to the New Hampshire Municipal Revenue Bond Act (RSA 33-B:1 et. seq), and any other enabling authority, the issuance and sale of municipal revenue bonds, notes or lease purchases in the aggregate principal amount not to exceed Fifty Five Million Dollars (\$55,000,000) at one time or from time to time in one or more series as one or more separate bond, note or lease purchase issues for financing costs for various Capital Improvement Projects by the Environmental Protection Division, and for the payment of all other incidental costs related thereto including reserves. The bonds, notes or lease purchases of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such installments as shall be determined by the Finance Officer with the approval the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, interest rates, redemption features, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and to determine the method of sale thereof is hereby delegated to the Finance Officer.

SECTION 2. That the proceeds of said bonds, notes or lease purchases be and they are hereby appropriated for the purpose of financing the various Capital Improvement Projects by the Environmental Protection Division, and including the payment of all costs incidental and related thereto including reserves. Projects include but are not limited to: design and construction of upgrades to the wastewater treatment plant, expansion of sewer service area and projects necessary for compliance with the Clean Water Act. It is hereby found and determined that the public works and improvements to be financed by said bonds, notes or lease purchase have a useful live in excess of 40 years.

Purpose		Amount
2022 –		
712722	Various Capital Improvement Projects	\$55,000,000

It is hereby found and determined that the public works and improvements to be financed by said bonds, notes or lease purchase have a useful live in excess of 40 years.

SECTION 3. That the Finance Officer, with the approval of the Mayor, is hereby authorized to issue at one time or from time to time notes in anticipation of said bonds, notes or lease purchases and to renew or refund the same under and pursuant to and to the extent permitted by law.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty

A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Fifty Five Million Dollars (\$55,000,000) to pay for the 2022 CIP 712722 Various Capital Improvement Projects by the Environmental Protection Division, and for the payment of all other incidental costs related thereto. Projects include but are not limited to: design and construction of upgrades to the wastewater treatment plant, expansion of sewer service area and projects necessary for compliance with the Clean Water Act.”

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

SECTION 4. Any bonds, notes or lease purchases authorized by this Resolution shall not constitute a pledge of the City's full faith and credit but shall be payable solely from revenues that may be pledged by the City to their repayment through the operation of Environmental Protection Division, as shall be more fully set forth in an environmental protection division revenue bond trust or security agreement or resolution to be adopted by the City on or before the issuance of any bonds, notes or lease purchases authorized by this Resolutions, in accordance with the Municipal Revenue Bond Act, and any other enabling authority, the terms of which shall be determined at the discretion of the Finance Officer with the approval of the Mayor.

SECTION 5. This Resolution shall take effect upon its passage.