

COMMITTEE ON LANDS AND BUILDINGS

July 6, 2026 Immediately Following CIP

Chairman Trisciani called the meeting to order.

The Clerk called the roll.

Present: Aldermen Trisciani, Sapienza, Kaw-uh

Absent: Aldermen Bonilla, Kantor

Messrs.: P. Croasdale, J. O'Neil, C. Dobbins, J. Belanger, Alderman O'Neil,
P. Telge

1. Communication from Aldermen O'Neil and Kaw-uh requesting to name the tennis courts at Livingston Park after longtime Manchester coach, Mark Telge.

*On motion of **Alderman Kaw-uh**, duly seconded by **Alderman Sapienza**, it was voted to approve.*

*On motion of **Alderman Trisciani**, duly seconded by **Alderman Kaw-uh**, it was voted to expedite the committee's report.*

2. Communication from Phil Croasdale, Water Works Director, requesting approval for the department to enter into a Memorandum of Understanding for the purpose of executing a Declaration of Conservation Easement Deed on approximately 70 acres along Lake Shore and Candia Roads.

Phil Croasdale, Water Works Director: John O'Neil has been controlling most of this and managing this for the Water Department. So, he'll explain what we're trying to do with this conservation easement.

John O'Neil, Watershed Land & Property Manager: As part of our building project to relocate out to Lake Massabesic, we've been working with New Hampshire DES on permitting. Because of our building, there's an ecological survey they do, and they found that there's possible impacts to some wildlife out there. And so, they asked us if we would mitigate four acres of impact by doing ten times that in a conservation easement, which would be 40 acres. We are proposing 70 acres because 30 of them are actually in the lake because when we bought this land, we actually bought a part of the actual surface water. So, we approached the Manchester Conservation Commission about holding the easement, so they would actually monitor the easement. We worked it out with the Conservation Commission where we will compensate them for the annual monitoring that they'll have on this every year. This is also land all around our intakes. So, this is property we never planned to develop anyway. It's well suited for conservation. It has a lot of habitat potential out there. It's basically along the frontage that goes from Lakeshore Road along Candia to about the bowling alley, and then it goes up Lakeshore Road to our building site. All parties, DES and the Conservation Commission, are all on board.

Alderman Sapienza: Thanks for the presentation. Does this affect public access at all?

J. O'Neil: No. The rail trail goes through there. Some of it actually is restricted to public access already, but the rail trail area will stay open. And it does allow us to continue to do maintenance and forestry activities. The city will still remain owner of this property. It'll just be restricted from development.

Alderman Sapienza: Terrific.

Mayor Ruais: More specifically, it doesn't impact his fishing holes down there.

J. O'Neil: Not at all. They'll be alive and well.

*On motion of **Alderman Sapienza**, duly seconded by **Alderman Kaw-uh**, it was voted to approve.*

*On motion of **Alderman Trisciani**, duly seconded by **Alderman Kaw-uh**, it was voted to expedite the committee's report.*

3. Communication from the Water Works Director requesting building permit fees charged for the department's administration and garage facility on Lake Shore Road be waived in exchange for the transfer of the 281 Lincoln Street building, garage, and parking area for use by the City.

Alderman Sapienza: Well, isn't it a bit silly for the city to be charging the city anyway? I don't know, this seems a bit odd to me.

Alderman Sapienza moved to approve.

Alderman Kaw-uh: I was curious if the Manchester Water Works was the official owner of the parcel at this time.

P. Croasdale: I believe we are, but I was told today that the deed might actually be under the City of Manchester.

Alderman Kaw-uh: My only concern, I think in general, property in lieu of payment makes complete sense. My concern was basically what do other enterprises do. Is there any sort of precedent for it? And also, who actually owns the property? Because according to the parcel map that I saw online, it's listed as under Manchester Water Works. But like you, I also heard a different story in terms of the deed. I was looking for clarity before we potentially approve this.

P. Croasdale: I can give you a little bit of history on it. Prior to 1951, when they built the building, Water Works was in the old courthouse, which is where Carpenter Hotel stands now. They were there from 1875 to 1951. In 1947, Water Works purchased property, seven acres of land, at that site currently, and used it. It's right where the Concord Portsmouth rail line was. And they used it as a pipe yard distribution, knowing that eventually they were going to site their whole operation there a few years later. And this is all documented in annual reports that we have. I don't doubt that the deed is under the City of Manchester, but that's not unusual. We have a lot of deeds we find, that are either City of Manchester or Manchester Water Works. All I can tell you is Water Works paid the

money, purchased the property, and they put it under the City of Manchester. In 1951, Water Works paid to build the building on the property. And then in 2011, when they built the municipal complex, the city did pay Water Works \$400,000 for six acres of that property, leaving us just the parking lot, the building, and the garage. The city sort of understood that it was Water Works property. I agree with people; the City of Manchester, Manchester Water Works, we're all the city. I'm just looking at this as we are leaving you what I think is a good building. The bones are good. Very little needs to be done inside; it's just basically a turnkey building. I felt that it was fair. I'm not asking to put it on the market; not asking for the city to pay, just can we waive the permit fee?

Alderman Kaw-uh: Fair enough.

P. Croasdale: I did talk to Jeff Belanger, the Director of Planning. He didn't factor it into his revenue projections for the 2027 budget.

Alderman Kaw-uh: Fair enough. Do we happen to know how much that might be, hypothetically, as part of this project?

P. Croasdale: We got the guaranteed maximum price from Harvey, and they listed it at about \$280,000. It comes out to 1% of construction costs.

Alderman Kaw-uh: In that case, that answers all the questions that I had. It sounds like Manchester Water Works has been putting money into this property, maintaining it over time, and the current value of the parcel is greater than the potential impact fees or the permitting fees, so I would be comfortable seconding the motion that's on the table.

Alderman Kaw-uh duly seconded the motion. Chairman Trisciani called for a vote. The motion carried.

4. Communication from Jeff Belanger, Planning and Community Development Director, requesting that the Pearl Street and Hartnett Lots be deemed surplus city property.

Chairman Trisciani: This is really more of a housekeeping item as essentially this property, through all of the work that's been done to date, has been deemed surplus.

Alderman Kaw-uh moved to approve.

Alderman Kaw-uh: I will note that it was a little curious when I saw it come across, because there's active construction happening on the Pearl Lot. Obviously, it is surplus. Happy to approve whatever paperwork needs to be approved.

Alderman Sapienza duly seconded the motion. Chairman Trisciani called for a vote. The motion carried.

On motion of ***Alderman Trisciani***, duly seconded by ***Alderman Kaw-uh***, it was voted to expedite the committee's report.

5. Communication from Fuss & O'Neill on behalf of Aranco Oil Company, Inc., requesting approval of a revocable license agreement that will allow for the installation of associated landscaping and flags within the right-of-way near 1265 South Willow Street.

Alderman Sapienza: Does this have DPW's approval? Have you looked at this yourself?

Caleb Dobbins, Highway Chief Engineer: This is basically almost a conceptual request at this point because the actual location of the flagpoles is going to be up to the decision of DPW in terms of making sure that they're all within safe, clear distances and everything along those lines. It's similar to the next item that I'll probably still be sitting here for which is the gaming facility and the pylon sign that they're doing. So, there's a lot of work that's going into that development for the casino and the gas station. And really a lot of this is to beautify that section. One thing that I did not notice was talking about long term care of the landscaping. That's the only thing that seemed silent. But, in general, we've been working with the applicants, and until it gets to that point of actually putting a stake in the ground as to where it's going to go, this is really conceptual.

Chairman Trisciani: So, we just want to make sure in the agreement that there's long term care in there as well.

C. Dobbins: Correct. I think this needs to be something that is relative. I mean, for the signs and the flagpoles, we can tell them to remove it whenever we want to. So again, if they're not taking care of those, we can just tell them to remove it. But again, it's the bushes, the shrubs and everything. It's in their best interest obviously to keep it pristine because it's their doorstep. The city happens to own an enormous amount of right of way along South Willow Street on that side. So that's why they're asking to be able to come in within our right of way because I'm guessing it is like 30ft beyond the edge of pavement right now that goes into it, that little mini mall with the retaining wall. Probably two thirds of that parking is actually in city right of way.

Chairman Trisciani: At this point, would we have a motion to move forward with this assuming and adding a long-term care note and making sure that long term care is covered in the agreement?

*On motion of **Alderman Sapienza**, duly seconded by **Alderman Kaw-uh**, it was voted to approve.*

6. Communication from Fuss & O'Neill on behalf of New Hampshire Group, LLC, requesting approval of a revocable license agreement that will allow for the construction of a pylon sign and modified associated landscaping and grading within the right-of-way near 1279 South Willow Street.

*On motion of **Alderman Sapienza**, duly seconded by **Alderman Kaw-uh**, it was voted to approve.*

7. Communication from Joseph Wichert, on behalf of 32 Jane Street LLC, requesting approval of an agreement to allow the continued encroachment of an existing concrete retaining wall into a portion of the South Street right of way.

Jeff Belanger, Planning and Community Development Director: I spoke with David Winslow this morning who was on vacation, but he spoke with me anyway, and I asked him, is DPW okay with this? And he said, from his perspective, yes.

*On motion of **Alderman Sapienza**, duly seconded by **Alderman Kaw-uh**, it was voted to approve.*

*On motion of **Alderman Trisciani**, duly seconded by **Alderman Sapienza**, it was voted to expedite the committee's report.*

8. Communication from Bryan Syrene inquiring about purchasing city-owned lot 866-23 on Broadhead Avenue.

Chairman Trisciani: The recommendation from the airport regarding this property was to receive and file.

***Alderman Sapienza** moved to receive and file. **Alderman Kaw-uh** duly seconded the motion.*

Alderman O'Neil: I'm trying to help the family. I've been in contact with Mr. Malafronte, and he has been clear from day one that because of the funding that was used, purchasing the property will probably not be able to happen. But there was some discussion, and I know they will work possibly for an easement to get. It's kind of landlocked and is an opportunity to do some improvements on a property they already own, but that's not this request. They may come back before the board possibly for an easement at some point.

Chairman Trisciani: That's fair. But like I said, today we just have the purchase to consider.

Chairman Trisciani called for a vote. The motion carried.

9. Communication from Brenda Masewic Adams, Tax Collector, requesting authorization to dispose of the tax-deeded property at 311 Spruce Street through public auction.

Matthew Normand, City Clerk: You did receive communication regarding this item. If you're comfortable with the recommendation you do not need to go into non-public session.

Chairman Trisciani: So, if the recommendation price we received, if you are okay with that, then we don't need to enter non-public session. We can just make a motion to

approve. If you want to have further discussion, it will be required to go into private session.

Alderman Kaw-uh: I'm comfortable with the what was provided.

Alderman Kaw-uh moved to approve the request of the Tax Collector, utilizing the minimum required bid set by the Board of Assessors. Alderman Sapienza duly seconded the motion. Chairman Trisciani called for a vote. The motion carried.

On motion of Alderman Trisciani, duly seconded by Alderman Sapienza, it was voted to expedite the committee's report to the full Board.

10. Communication from Matthew Normand, City Clerk, regarding Stark Mill Brewery's use of city space at Arms Park Lot.

Chairman Trisciani: You did see the letter from the City Clerk. Just to, to clarify, when we granted use of the space, the city does grant temporary authority. There were some concerns by other organizations using the park. The property is owned by the taxpayers. When we created this program, it was created during Covid to assist businesses that had a reduced number of indoor seating due to restrictions. So, as you may recall, whether part of the board or not, we had opened up the option for businesses on Elm Street to take three spaces each at the cost of \$1,250, I believe was the number. They could expand outdoor seating that way. They were able to keep their business going, and it was a goodwill gesture on part of the city to keep the business going. In this case, we have 22 spaces that is at the same price of \$1,250. However, you saw the letter and the concerns in the letter. So, we have options before us tonight of making a motion that if there is an event permitted in Arms Park, then the business owner cannot use that space. It would default to whoever has permitted the park, because it is part of the Arms Park permit process, Or, since it is something granted by the board's authority, we can also terminate the permission to use it.

Alderman Sapienza: We had discussed this previously, right?

Chairman Trisciani: We did.

Alderman Sapienza: I thought it was a done deal.

Chairman Trisciani: As you read, according to the letter, it was a done deal to use it. However, it's now being sublet. There are efforts to sublet it. And if this was being done in good faith to the business for the \$1,250, and then the business owner is subletting to make more money off of the property when we have events happening that are permitted in the park, then we've created a situation where we're now making money off the backs of taxpayers.

M. Normand: I had a conversation with Peter Telge after the event in question. And in fairness to Mr. Telge, there was some confusion about what his authority was on that lot. I think when we talked about how to go forward, whether he could charge essentially a sublease to another organization, if he could charge and make money off that space. We both agreed that this is something that needed to be cleared up by this committee. He

was being charged \$1,260 to use the space for his business. And there were some charges that were being affected for other organizers that were operating down in the area. So, that's why this is here this evening. Mr. Telge can have some clarification on what he's permitted to do specifically in that lot.

Alderman Kaw-uh: I don't have any official language, but I would like to make a motion to, I guess I don't know. Is this something like amending an agreement? Is it amending the restrictions, or whatever the term is? Basically, I want to amend that so that there's the understanding that if there is an otherwise permitted event happening in the parking lot, that that organization or entity that has that permit supersedes this agreement with Stark Brewing for use of that space, and then also a general prohibition on sub-leasing that space. Anytime they want to use it for the purposes of their business within the approved time frame sounds great, but a prohibition on subleasing the space itself, given that it is a taxpayer owned lot.

Alderman Sapienza: That was pretty much your option A, am I right?

Chairman Trisciani: Option A, yes. So, if there is an event permitted, that strip of land is actually part of the permit, when someone does get a permit for an event in Arms Park.

Alderman Kaw-uh: And to also just make sure that there's no subleasing, even if there's no event in Arms Park. If somebody wants to use that space without taking advantage of the other aspects of the restaurant, that sort of thing, I would prefer that not be something that the restaurant can just say, okay, use the city parking lot. We're not going to do anything else, but we'll charge you for the lot.

Alderman Kaw-uh moved to prohibit the space from being sub-leased to another business or entity, and further that the space cannot be utilized by Stark Brewing during a permitted special event occurring in Arms Lot.

Chairman Trisciani: It's basically for, as the original intent of this project, restaurant use only; no subleasing for additional things, no charging additional fees to use the space. It's restaurant dining, period.

Alderman Kaw-uh: Yes.

Alderman O'Neil: Is the committee suggesting he's going to move all his tables anytime anybody else has an event in the park?

Chairman Trisciani: He moves them already every day.

Alderman O'Neil: It has not been my observation that they are moved every day.

Chairman Trisciani: It is a parking lot. But yes, then it would be anytime someone permits Arms Park, then he would have to make sure that area is clear and available to whoever has permitted use.

Alderman Kaw-uh: The agreement was that the applicant would move the tables when the time period was outside the window that they're approved to use the space because

it is a city lot. So, folks are supposed to be able to park there. I guess if that's not been happening, I would want to make sure that that does happen.

Chairman Trisciani: So, the answer to that would be yes.

Alderman O'Neil: But nobody's parking there. I get that he shouldn't be subleasing.

Chairman Trisciani: If someone does get a permit to use Arms Park, that is part of the space for the Arms Park permit.

Alderman O'Neil: That wasn't my understanding.

Peter Telge, Stark Mill Brewery: This is totally out of context. I need to explain the situation that you're totally taking out of context. The Bacon and Beer Festival was in Arms Park a few weeks ago. The organizer called me prior to the festival and asked if I would help him with the festival. I said yes. I told him everything he needed to do; go to the city, do this, go to the Health Department, do this, go to the Fire Department, do this. This is who you contact. I talked to him, I sent him the emails and addresses, everything. He came to me and he said, would you like to be involved? I said, what do you need? He said, well, I have to cater for 1,000 people, food and beer, and we need tables and we need shelter. I'd like to use the space underneath the bridge and I'd like to use your tables, your 50 tables and an additional 100 seats I have that are pull out seats. If we use those, I said, why don't you let me do the food catering or the beer? He said he already had that catered and he paid \$12,000 for a company to come from out of the city and do the catering, but they still need to put them under something covered. He said he had to rent a tent and tables from a rental company. I said, how about I do the beer? They already had three other vendors doing the beer. He said I just want to use your tables and be under the bridge so we're under shelter. I said, make me an offer. He made me an offer. I said, sure, I'll help out. So, this is out of context. I didn't rent the city space. I rented my tables. I let them do catering on the space that I've been approved for to do my food. I let them do beer where I usually sell my beer. I didn't say, hey, you can rent the city property that I've rented. No, it was not like that. It was the tables. It was having another caterer coming on my property and serving food. Instead of this, all I wanted to do was the food. I didn't want to rent tables and just do that. I wanted to serve the food. But he had already had a caterer lined up. So, this is out of context. I did not rent the city space, period. He paid me for the tables and to be underneath the bridge. That's what he paid me for.

Chairman Trisciani: But to be underneath the bridge, correct me if I'm wrong, is part of the permit. So, he was permitted to be there as part of it. I think what we're trying to do right now is clarify so we have no misunderstandings moving forward.

P. Telge: I understand that I cannot rent the space, and I wouldn't do that if I had known I couldn't do anything like that, I would have put a specific thing in writing. Do you want to rent just my tables? Give me an offer for just my tables. Nothing to do with the space. And I said, this is the price for the tables, and I would have made that clear. I'd put it in writing. I would have said to Matt, here's the agreement, here's his rent for the tables. Nothing to do with the space. That's what I would have done. It would have been probably the same offer because he was going to rent them anyways. He wanted to be underneath shelter for serving his food on my property, on the property that I leased.

Chairman Trisciani: I think, again, we're just trying to clarify. The motion on the table does clarify that when there is an event, we don't have any question on whose property it is; it is city property that when someone does get a permit pulled for Arms Park, that permit covers that space. If they want to come to you on the side and use your tables, I think you can get that approved through the Clerk's Office, or they can do it as part of the event. But we're trying to make this as easy and clear as possible. Again, you pay \$1,260 for the space. You have been given permission. We did run into a challenge. So, our job now is to fix that challenge so we don't run into it again in the future and the playing field is fair for everybody based on Covid rules that we don't even have to have in place any longer, that we are still doing this as a goodwill gesture. I think we need to protect the city, and we need to protect events that come through the city. And when they permit it, that is space that is part of their permit. I think that's the bottom line that we are trying to clarify and get to, to make sure that we are all on the same page here and that the taxpayers are being served the way we were elected to serve them.

Alderman Kaw-uh: I may have made the motion already, but I would want to make the motion to go with the option A that you mentioned, but also clarify that the leasing or the renting of the tables as part of a general event, that would totally be allowed under option A, it's just with the additional clarity that the space is available to the entity that is using Arms Park, per the permitted event. But still certainly you could come to whatever agreement you want with them in terms of tables, in terms of catering, in terms of beverages, etc. So, this is just clarifying for everyone involved so there's no longer any potential confusion.

P. Telge: Can I just say that in 34 years I've been there, multiple events have been rented Arms Park and never once has it included that area. Never once.

Chairman Trisciani: We can go on about this all night.

P. Telge: I'm just stating a fact.

Chairman Trisciani: I appreciate that, but I also appreciate that we have a situation that's brought before us now that we need to rectify, and we need to clarify. Again, we're doing our job. This space being given to you for \$1,260, quite honestly, is generous on behalf of the taxpayers to begin with. Let's be honest with that. And the idea and the original intent of this space was to expand your outdoor business so that you can serve your restaurant clientele. So, we are moving forward with clarifying that and realizing that it's something we need to work on to make sure that we are clear with everybody, because these rules would apply to anybody and everybody in this situation. And that's what we are trying to do.

Alderman Sapienza duly seconded the motion. Chairman Trisciani called for a vote. The motion carried.

On motion of Alderman Trisciani, duly seconded by Alderman Sapienza, it was voted to expedite the committee's report to the full Board.

TABLED ITEM

- 11.** Communication from Attorney Andrew Sullivan on behalf of his client, 784 Corning Road LLC, requesting to purchase land at 784 Corning Road via private sale.
(Note: Tabled on March 17, 2026, on request of Attorney Sullivan.)

This item remained on the table.

*There being no further business, on motion of **Alderman Kaw-uh**, duly seconded by **Alderman Sapienza**, it was voted to adjourn.*

A True Record. Attest.



Clerk of Committee

*Meeting Start Time: 5:55PM
Meeting End Time: 6:25PM
Minutes Prepared By: Michael Intranuovo*