

AGENDA

COMMITTEE ON COMMUNITY IMPROVEMENT

May 5, 2009

Aldermen Garrity, Gatsas,
Shea, O'Neil, Smith

4:30 PM

Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Garrity calls the meeting to order.
2. The Clerk calls the roll.
3. Sewer abatement request (19 Streamside Drive).
(Note: EPD recommends an abatement in the amount of \$207.36 be granted.)
Gentlemen, what is your pleasure?
4. Communication from David Mara, Police Chief, regarding retention of vehicle slated for replacement.
Gentlemen, what is your pleasure?
5. Communication from Ronald Robidas, Security Manager/ADA Coordinator, regarding CIP expenditure for ADA training.
Gentlemen, what is your pleasure?
6. Communication from Kevin Sheppard, Public Works Director, requesting authorization to accept funds in the amount of \$17,425 from the State Department of Environmental Services for Household Hazardous Waste Collection Projects.
(Note: An amending Resolution and budget authorization has been submitted.)
Gentlemen, what is your pleasure?
7. Communication from Leon LaFreniere, Director of Planning & Community Development, requesting approval on behalf of the Parks & Recreation Department to accept a grant in the amount of \$25,000 to be used towards the 2009 Recreational Trails Program and a grant in the amount of \$58,316 in FEMA reimbursement for repairs of flood damage to the Piscataquog River Bridge.
(Note: Amending Resolutions and budget authorizations have been submitted.)
Gentlemen, what is your pleasure?

8. Communication from Leon LaFreniere, Director of Planning & Community Development, requesting approval on behalf of the Health Department to accept an additional \$729 from the Department of Health and Human Services for CIP # 210109 Homeless Healthcare.
(Note: An amending Resolution and budget authorization has been submitted.)
Gentlemen, what is your pleasure?

9. Communication from Leon LaFreniere, Director of Planning & Community Development, requesting approval on behalf of the Health Department to accept a grant in the amount of \$123,792 from the U.S. Department of Health and Human Services for CIP # 214509 Homeless Health Care – American Recovery & Reinvestment Act.
(Note: An amending Resolution and budget authorization has been submitted.)
Gentlemen, what is your pleasure?

10. Communication from Leon LaFreniere, Director of Planning & Community Development, requesting approval on behalf of the Police Department to accept a grant in the amount of \$2,478 from the NH Department of Safety for the implementation of the NH Clique Campaign program.
(Note: An amending Resolution and budget authorization has been submitted.)
Gentlemen, what is your pleasure?

11. Communication from Leon LaFreniere, Director of Planning & Community Development, requesting approval on behalf of the Economic Development Office to accept a grant in the amount of \$15,000 from the NH Department of Transportation to conduct an economic development impact study for the proposed expansion of the Manchester Convention Center.
(Note: An amending Resolution and budget authorization has been submitted.)
Gentlemen, what is your pleasure?

12. Communication from Leon LaFreniere, Director of Planning & Community Development, requesting approval on behalf of Manchester Water Works of an amending resolution and bond authorization related to two projects which will require the City to bond the full amount of the projects in order to receive grant funding in an amount equal to 50% of the annual principal and interest payments through the American Recovery and Reinvestment Plan.
(Note: A Bond Resolution and budget authorization has been submitted.)
Gentlemen, what is your pleasure?

TABLED ITEMS

A motion is in order to remove any item from the table.

13. Communication from Bruce Thomas, Engineering Manager, requesting approval to utilize funds in the amount of \$35,110 from CIP #713206 (South Willow Street/South Maple Street Intersection Improvements) to pay for a portion of the remaining local share of the Candia Road Project.
(Tabled 3/31/09)
14. Communication from Leon LaFreniere, Director of Planning & Community Development, requesting on behalf of the Highway Department additional funds in the amount of \$21,000 for Traffic Signal Improvements.
(Tabled 3/31/09)
15. Discussion relative to CIP bond projects.
(Note: Report attached from William Sanders, Finance. Communication from Leon LaFreniere, Planning & Community Development, identifying the source of funding for Hackett Hill Development Project CIP #650300. Report of the Committee on Joint School Buildings attached as per the Committee on 3/31/09. Communication from Pam Goucher, Planning & Community Development, with updated project balances on 4/10/09 and also identifying CIP Project #510807 as available for transfer to contingency. Item tabled 2/17/09.)
16. Report of the Committee on Joint School Buildings, referred by the Board of Mayor and Aldermen, recommending that the Committee looks for funding for the School District Life Safety Projects.
(Tabled 2/17/09)
17. Report of the Committee on Joint School Buildings, referred by the Board of Mayor and Aldermen, recommending that the Committee looks for funding for the Life Safety (MFD) project recommending sprinkler installation at the Smyth Road, Jewett Street, Gossler, Bakersville, Hallsville and Wilson Street schools.
(Tabled 2/17/09)
18. Report from Mayor's Housing Task Force.
(Note: Referred by the Board of Mayor and Aldermen 12/16/08; Awaiting additional information regarding HOME funds. Tabled 1/06/09.)
19. If there is no further business a motion is in order to adjourn.

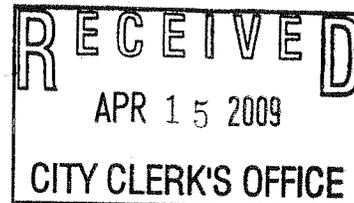
Kevin A. Sheppard, P.E.
Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commissioners
William A. Varkas
Joan Flurey
William F. Houghton, Jr.
Robert R. Rivard
Henry Bourgeois

CITY OF MANCHESTER
Highway Department
Environmental Protection Division



Memo

To: CIP Committee,
c/o City Clerks Office

From: Frederick J. McNeill, P.E. *F.J.M.*

CC: Lisa Hynes – EPD
June George – EPD

Date: 4/13/2009

Re: Sewer Abatement Recommendation
19 Streamside Dr. / Account #138467-204452

#09-044

I recommend that Nagesh Narayanaswamy be granted an abatement in the amount of \$207.36.

If you have any questions or require additional information, please contact me at 624-6341.

/djv

Attach

3-1

EPD-Manchester, NH - Customer/Location Consumption History Inquiry

Functions Options Help

HTE MVV 4/07/2009 9:34:40 AM

Customer ID 138467 Name NAGSH, NARAYANASWAMY
 Location ID 204452 Address 19 STREAMSIDE DR

Data Actual Consumption Graph Demand Consumption Graph

Cycle/Route 10 / 07 Amount due \$291.96
 Initiation date 6/24/05 Pending \$0.00
 Termination date 0/00/00 Customer status A Customer/Location status A

Select View detail Display comment codes

Svc Code	Reading Type	Date	Actual Consumption	Actual Demand	Days	Meter Number	Est Code	Cmnt Code
SU	REG	2/06/09	84.00	.00	98	49540044S	C	
SU	REG	10/31/08	37.00	.00	91	49540044S	C	
SU	REG	8/01/08	77.00	.00	94	49540044S	C	
SU	REG	4/29/08	29.00	.00	82	49540044S	C	
SU	REG	2/07/08	25.00	.00	98	49540044S	C	
SU	REG	11/01/07	42.00	.00	87	49540044S	C	
SU	REG	8/06/07	61.00	.00	94	49540044S	C	
SU	REG	5/04/07	15.00	.00	87	49540044S	C	

OK Exit Cancel Change view Graph History

4/7/09
 Fred
 For your recommendat
 hisu

Usage for abatement period 84ccf

3 years comparative history

2/7/08	25ccf	}	20.ccf average
2/6/07	17ccf		
2/8/06	17ccf		

Usage for abatement period 84ccf
 Average comparative usage 20 ccf

64 ccf

4/10
 Based on documented water pipe break, coupled w/ historical average, I recommend rebate of 64 ccf. @ \$3.24/ccf \$207.36 I DM 3-2

Customer ID 138467 Name NAGSH, NARAYANASWAMY
 Location ID 204452 Address 19 STREAMSIDE DR

Data | Actual Consumption Graph | Demand Consumption Graph

Cycle/Route 10 / 07 Amount due \$291.96
 Initiation date 6/24/05 Pending \$00
 Termination date 0/00/00 Customer status A Customer/Location status A

Select | View detail | Display comment codes

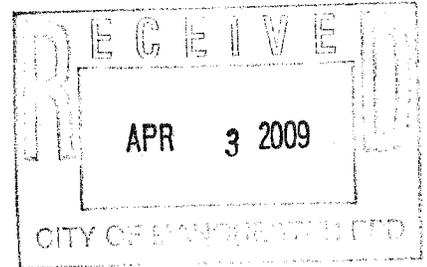
Svc Code	Reading Type	Reading Date	Actual Consumption	Actual Demand	Days	Meter Number	Est Code	Cmnt Code
SU	REG	2/06/07	17.00	.00	96	49540044S	C	
SU	REG	11/02/06	38.00	.00	92	49540044S	C	
SU	REG	8/02/06	66.00	.00	90	49540044S	C	
SU	REG	5/04/06	14.00	.00	85	49540044S	C	
SU	REG	2/08/06	17.00	.00	98	49540044S	C	
SU	REG	11/02/05	60.00	.00	93	49540044S	C	
SU	REG	8/01/05	20.00	.00	38	49540044S	C	
SU	SET	6/24/05	.00	.00		49540044S		

OK | Exit | Cancel | Change view | Graph History



Matthew Normand
Acting City Clerk

CITY OF MANCHESTER
Office of the City Clerk



MEMORANDUM

To: Fred McNeill
Chief Sanitary Engineer

From: Heather Freeman *HF*
Administrative Assistant III

Date: April 2, 2009

Re: Sewer Abatement Request
Nagesh Narayanaswamy
19 Streamside Drive
(Account # 138467-204452)

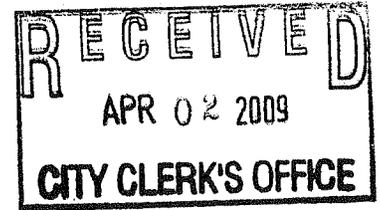
A request was made by the above-referenced individual for a sewer abatement. Please review the matter and respond back to the CIP Committee in care of the City Clerk's Office.

Enclosure

4/6

*Lisa,
For your review
and recommendation.
Thanks.*

3-4



Request for sewer charge abatement

To,

Board of Mayor and Aldermen

One City Hall Plaza

Manchester, NH 03101

Details:

Name : Nagesh Narayanaswamy

Address: 19 Streamside Drive, Manchester, NH 03102

Account#: 138467-204452

Bill Date : 03/17/09, Cycle route : 10-07

Amount : \$291.96

Reason for abatement:

I had a pipe burst due to a frozen pipe in my master bathroom on Jan 12 2009. All the water was absorbed in my carpet, wooden floors, basement insulation and the rest accumulated in my basement up to 1inch. Basement has concrete floor and the water mitigation team dried the water in the house and disposed the rest to my backyard. I am also attaching the water mitigation service bill.

I would greatly appreciate if you could waive my above bill, as this will be a big help for me.

Sincerely,


Nagesh Narayanaswamy

04/02/09



Able Restoration
 14 Longwater Drive
 Rockland, MA 02370
 (781) 335-0000

Invoice

Date	Invoice #
1/29/2009	9527

Bill To
Nagesh Narayanaswamy 19 Streamside Drive Manchester, NH 03102

P.O. No.	Terms	Project	Proj Mgr.
	UPON RECEIPT	9010079W	FA

Quantity	Description	Rate	Amount
	Water Remediation Services Performed	13,371.20	13,371.20
	Equipment - Dehumidifier, Air Mover, Air Fan	8,729.94	8,729.94
	Sales Tax	5.00%	0.00

PLEASE TAKE NOTE OF OUR NEW MAILING ADDRESS!

Total	\$22,101.14
--------------	-------------

3-6

Chief of Police
David J. Mara
Assistant Chief
Gary T. Simmons



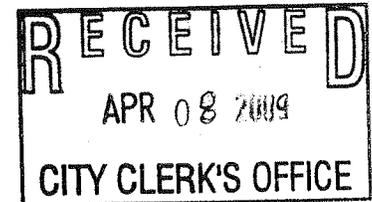
Commission
Thomas J. Hammond
Calvin T. Cramer
Thomas D. Noonan
Richard M. Bunker
Jerome B. Duval

Executive Secretary
Kim R. Demers

CITY OF MANCHESTER
Police Department

April 7, 2009

Chairman Michael Garrity
Community Improvement Committee
One City Hall Plaza
Manchester, NH 03101



Re: Retention of vehicle slated for replacement

Dear Alderman Garrity,

We are seeking support from the Committee on Community Improvement and their recommendation to the full board that the Police Department retain a former police cruiser slated for replacement as an addition to our vehicle compliment.

The vehicle in question VIN # 2FAPP71W84X175076 was previously used as a K-9 cruiser and has since been removed from the road and stripped of it's department police markings. Our goal would be to retain this vehicle as an unmarked spare vehicle which could be utilized by various departmental personnel. It would no longer function as a 24/7 vehicle but add to the list of available vehicles to utilize in the many functions various department personnel has to perform on any given day.

Although the cost of regular maintenance and occasional repair must be considered, we feel this will be minimal and can be absorbed in our department operating budget.

Thank you for your consideration of this request.

Sincerely,

David J. Mara
Chief of Police

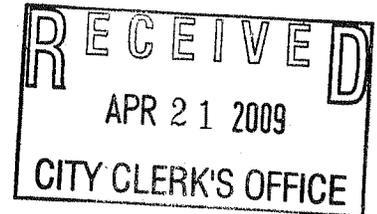
4-1

Ralph Miller Public Safety Center
351 Chestnut Street • Manchester, New Hampshire 03101 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



Jane Gile
Human Resources Director



CITY OF MANCHESTER Human Resources Department

April 20, 2009

Committee on Community Improvement
One City Hall Plaza
Manchester, NH 03101

Re: CIP Expenditure ADA Training

Honorable Committee Members;

The purpose of this correspondence is to apprise the Committee of training received utilizing CIP funding. On Thursday, April 16, 2009 I attended a day long training session relating to "The American With Disabilities Act and the Impact of the 2008 Amendments in New Hampshire."

The seminar was conducted by Attorney Judith Feinberg Albright of Nelson, Kindeer, Mousseau & Saturley PC, Attorney's Andrea G. Chatfield and Charla Bizios Stevens of McLane, Graf, Raulerson, & Middleton, P.A.

The topics included the ADA Amendments Act of 2008, dealing with purposes of the Amendments Act, the broader definition of "Major Life Activities" perceived disabilities, where the courts are going with interpretations, reasonable accommodations, medical testing and information and the interconnections of ADA, Family Medical Leave Act (FMLA) and Workmen's Compensation.

The fee of \$329.00 was paid through CIP ADA funding. The conference was held in Manchester, therefore no travel or meal expenses were incurred.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

Ronald Robidas, CPP
Security Manager/ADA Coordinator

cc: Jane Gile, Human Resources Director 5-1
Sam Maranto, CIP

1 City Hall Plaza • Human Resources Department • Manchester, New Hampshire 03101 • (603) 624-6543 •
FAX: (603) 628-6065

E-mail: HumanResources@ManchesterNH.gov • Website: www.manchesternh.gov

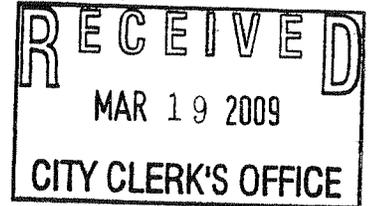
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director



Commission
William A. Varkas
Henry R. Bourgeois
Joan Flurey
William F. Houghton Jr.
Robert R. Rivard

CITY OF MANCHESTER
Highway Department



March 18, 2009
#09-013

Honorable Board of Mayor and Aldermen
CITY OF MANCHESTER
One City Hall Plaza
Manchester, New Hampshire 03101

Attn: Mr. Matthew Normand, Actg. City Clerk

Re: "Household Hazardous Waste Collection Project"
Fall 2009 and Spring 2010

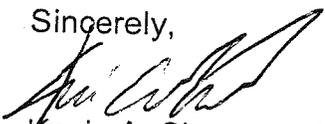
Dear Committee Members:

Please be informed that the Department of Highways is proposing to conduct two "Household Hazardous Waste Collection Projects", one in October 2009 and one in May 2010. The collection site will be set up at the Drop-Off Facility on Dunbarton Road and household hazardous wastes will be accepted between the hours of 9:00 AM and 2:00 PM.

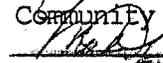
Also be informed that the City is eligible for up to \$17,425.00 in State hazardous waste clean-up fund monies from the State of New Hampshire, Department of Environmental Services, Waste Management Division for the above referenced program.

We hereby request your authorization to accept the aforementioned funds and to enter into a contract with the NH Department of Environmental Services, Waste Management Division for the same. We further request that the Public Works Director be authorized to execute any documents that may be necessary for this contract. An original, notarized "Certificate of Authority" will be necessary for the State.

Sincerely,


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

In board of Mayor and Aldermen
Date: 4/7/09 On Motion of Ald. O'Neil
Second by Ald. Osborne
Voted to refer to Committee on
Community Improvement


City Clerk

lc

6-1

Subject: GRANT OF MATCHING FUNDS PURSUANT TO RSA 147-B:6, I-a
AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Dept. of Environmental Services		1.2. State Agency Address P. O. Box 95, Concord, NH 03302-0095	
1.3. Grantee Name City of Manchester, Highway Department		1.4. Grantee Address 227 Maple St. Manchester, NH 03103	
1.5. Effective Date Upon G&C Approval	1.6 Completion Date June 30, 2010	1.7. Audit Date N/A	1.8. Grant Limitation \$17,425.00
1.9. Grant Officer for State Agency Thomas S. Burack Commissioner NH Department of Environmental Services		1.10. State Agency Telephone No. 603-271-3503	
1.11. Grantee Signature		1.12. Name & Title of Grantee Signor	
1.13. Acknowledgment: State of _____, County of _____, on // , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
(Seal)			
1.13.2. Name and Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s) Thomas S. Burack, Commissioner NH Department of Environmental Services	
1.16. Approval by Attorney General (Form, Substance and Execution)			
By: _____ Assistant Attorney General, On: //			
1.17. Approval by the Governor and Council			
By: _____ On: //			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 147-B:6, I-a, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").

4.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

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

5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations, or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under

all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, sub grantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

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

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT.

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1. failure to perform the Project satisfactorily or on schedule; or

11.1.2. failure to submit any report required hereunder; or

11.1.3. failure to maintain, or permit access to, the records required hereunder; or

11.1.4. failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

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

11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would

6-3

otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or sub grantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or sub grantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, sub grantee or assignee performing Project work to obtain and maintain in force, both for the

benefit of the State, the following insurance:

17.1.1 statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

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

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

6 + 4

EXHIBIT A
List of Services

1. The Grantee shall conduct the collection portion of its Project for **Manchester** during State Fiscal Year 2010 at the **500 Dunbarton Road, Manchester**, in accordance with the terms and conditions of a contract which incorporates, at a minimum, all of the provisions set forth in Section 3 below between the Grantee and its contracted permitted hazardous waste transporter (the contractor). For purposes of this agreement, the contractor shall mean the primary contractor and the Subcontractor means all additional contractors that the contractor hires for participating in the Project.
2. The Grantee shall spend its grant monies solely for the purpose of paying the Project's contractor and/or for paying the expenses associated with conducting the Project's educational component, as required under the NH Hazardous Waste Rules Env-Wm 1003.07.
3. The Grantee shall enter into a contract with a contractor to perform the household hazardous waste collection project that includes, as a minimum, the following provisions:
 - a. That the contractor shall handle all household hazardous wastes collected at the project site as hazardous wastes, and shall comply with all state and federal laws and regulations governing hazardous waste, including but not limited to, the provisions of RSA 147-A and Chapter Env-Wm 100 through Chapter Env-Wm 1000 involving hazardous waste safety standards, transportation requirements, and requirements for proper generation, treatment, storage, and disposal of hazardous wastes. Said requirements shall include RSA 147-A, Chapter Env-Wm 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent;
 - b. That the contractor must act as the generator of the hazardous wastes that it collects at the project site and that the contractor must sign the Project's manifest forms as such generator;
 - c. That the contractor must have all necessary permits and licenses to handle and transport hazardous wastes in New Hampshire and other states associated with the conduct of the project;
 - d. That the contractor may not assign or subcontract any of the duties to be performed under the contract without prior written approval by the Grantee and by the Department. Further, that any additional Subcontractor must also have all necessary permits and licenses to carry out the functions that are the subject of the subcontract;
 - e. That the contractor shall, at its sole expense, obtain and maintain in force, and shall require all Subcontractors to obtain and maintain in force, comprehensive public liability insurance against all claims of bodily injuries, death, or property damage, in amounts and terms complying with, at a minimum, all applicable state requirements for hazardous waste transporters, including NH Code of Administrative Rules Env-Wm 603.12. Such policies shall cover the State and the Grantee as additional insured parties and shall comply, in form and substance, with all applicable provisions of the NH Liability Insurance Act, RSA Ch. 412, and the rules thereunder;
 - f. That the contractor shall transport all household hazardous wastes collected at the project site to an authorized treatment, storage, or disposal facility. Said facility shall be in compliance with appropriate state and federal requirements.

otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or sub grantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or sub grantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, sub grantee or assignee performing Project work to obtain and maintain in force, both for the

benefit of the State, the following insurance:

17.1.1 statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

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

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A

Page 2

- g. That the Grantee shall not pay the contractor until after (1) the Department has received copies of all Project manifest forms required under Part Env-Wm 510, including Copy #2 of all Project manifest forms signed by the operator of the permitted hazardous waste facility or facilities to which the Project's collected hazardous wastes were delivered, and (2) the Department has reviewed the Project's collection, handling, transportation, storage, treatment, recycling and disposal of hazardous waste for compliance with applicable state and federal requirements. The Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim, or cause of action related to the performance of this agreement or the enforcement of any applicable State or federal law;
 - h. That the contractor shall adhere to a work plan and a site safety plan, such plans to be reviewed by the Department and to be set forth as exhibits within the hazardous waste collection contract;
 - i. That the Department may exercise its authority to modify, suspend or terminate the Project if it decides that the Project poses a threat to human health or the environment; and
4. The Grantee shall conduct public education activities regarding household hazardous waste in accordance with the provisions of RSA 147-B:6, I-a and Section Env-Wm 1003.07. Said activities shall include those set forth in the Grantee's application for Grant Monies, as approved by the Department.
 5. The Grantee shall keep a count of persons participating in the Project and to conduct a questionnaire of said persons incorporating, at a minimum, the questions set forth on the Participant Exit Survey.
 6. The Grantee shall conduct the collection portion of its project on or before the completion date shown in Section 1.6 of the contract. Failure to do so may result in termination of this agreement.
 7. The Grantee shall allow the Department to have access to and conduct any monitoring of the Project deemed necessary by the Department to ensure its compliance with the terms of the contract and with state and federal statutes and regulations.

EXHIBIT B
Method of Payment

1. The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, (2) the Grantee's accounting records, submitted to the Department have been reviewed by the Department, (3) the contractor has fulfilled the terms and conditions of its contract with the Grantee, and (4) the State has received and reviewed all Project manifest forms required in accordance with this contract and all applicable state and federal requirements. No Grant Monies shall be paid to the Grantee until the Department has determined that all the Project's collected hazardous wastes have been delivered to a permitted hazardous waste facility and the Department has reviewed the handling, transportation, and storage, treatment, recycling and/or disposal of the Project's collected hazardous wastes for compliance with applicable state and federal requirements. Said requirements shall include RSA 147-A, Chapter Env-Wm 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent. However, the payment of funds to the Grantee shall not be construed as a waiver by the Department of any past, present or future right, claim or cause of action related to the performance of this agreement of the enforcement of all applicable state or federal laws.
2. Upon fulfillment of the terms and conditions of this contract, including all of the conditions of a successful completion of the Project, the Department shall pay to the Grantee Grant Monies in the amount not to exceed \$17,425.00. This amount is based on a rate of \$0.16 per capita and on a population base of 109,497 to be made to the Grantee within 30 days of either the Department's receipt of the Grantee to be served by this Project. However, in no case shall the Department pay more than fifty percent (50%) of the total costs of the Project. Payment shall be made to the Grantee within 30 days of either the Department's receipt of the Grantee's invoice or the Department's determination that the Project has been successfully completed in accordance with this contract, whichever is later.
3. Grantee expenses not directly associated with the Project shall not be reimbursable by the Department. Only costs that otherwise would not have been spent by the Grantee were it not for the Project, and the Grantee's coordination thereof, shall be reimbursed by the Department. Nonreimbursable items shall include, but not be limited to, the following: employee benefits, payroll taxes, insurance, rent, utilities, dues, and depreciation.
4. The Grantee agrees to expend monies on the Project in an amount not less than the Project's Grant Monies, in fulfillment of the matching requirement set forth in RSA 147-B:6, I-a and in Part Env-Wm 1003.
5. The Grantee agrees to pay for all Project costs beyond the amount of Grant Monies.
6. Prior to the Department's awarding of the Grant Monies specified in this agreement, the Grantee agrees to provide the Department with records showing an accounting for all monies spent and/or costs incurred from the Project, including the Project's Grant Monies. Further, the Grantee agrees that no Grant Monies shall be paid by the Department unless and until the Department has reviewed and determined that such costs or expenditures qualify for funding under the terms of this agreement, and all applicable state and federal requirements; provided that the Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.
7. The Grantee agrees to submit an invoice to the State for the Grant Monies specified in this agreement. Said invoice shall be submitted to the NH Department of Environmental Services, 29 Hazen Drive, Concord, NH 03301-6509.

EXHIBIT C
Special Provisions

1. The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
2. Paragraph 15 of the General Provisions is amended in that the parties intend the Grantee to retain a Contractor in accordance with Exhibit A of this agreement.
3. Paragraph 17 of General Provisions is waived and Section 3 e of Exhibit A shall be in effect. This insurance requirement is hereby waived with respect to the Grantee; however, the Contractor shall ensure that it and all subcontractors obtain and maintain the required insurance at all times. The Contractor shall provide proof of insurance to the State upon request.



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

Matthew M. Sink
Deputy Director - Building Regulations

To: Michael Garrity, Chair
CIP Aldermanic Committee

From: Leon LaFreniere, AICP, 
Director of Planning & Community Development

Date: April 27, 2009

Subject: Highway Department Grant Award -Household Hazardous Waste
Collection

Per a vote of the full Board on April 7, 2009, a request by the Highway Department to apply for a grant from the NH Department of Environmental Services was referred to this Committee. The grant would be used to offset costs associated with the conduction of two household hazardous waste collection days and the City could receive as much as \$17,425.00 from the State.

Should the Committee desire to approve the Highway Department's request to apply for and accept these funds then a recommendation to the full Board of the attached amending resolution and budget authorization will need to be made.

Attachments:

6-10

City of Manchester New Hampshire

In the year Two Thousand and Nine

A RESOLUTION

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Seventeen Thousand Four Hundred Twenty Five Dollars (\$17,425) for the FY 2009 CIP 714009 Household Hazardous Waste Collection Project.”

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 2009 CIP as contained in the 2009 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to accept funds from the NH Department of Environmental Services, Waste Management Division to assist in the cost to conduct two Household Hazardous Waste Collection Projects;

NOW, THEREFORE, be it resolved that the 2009 CIP be amended as follows:

By adding:

FY 2009 CIP 714009 – Household Hazardous Waste Collection Project.- \$17,425 State

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

CIP BUDGET AUTHORIZATION

CIP #: Project Year: CIP Resolution:
 Title: Amending Resolution:
 Administering Department: Revision:

Project Description:

Federal Grants Federal Grant: **Environmental** Review Required:
 Grant Executed: Completed:

Critical Events		
1	Project Initiation	<input type="text" value="5/19/2009"/>
2	Project Completion	<input type="text" value="6/30/2010"/>
3		
4		
5		

Expected Completion Date:

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	\$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	\$17,425.00	\$0.00	\$0.00	\$17,425.00
TOTAL	\$17,425.00	\$0.00	\$0.00	\$17,425.00

Revisions

COMMENTS Funds received from the Waste Management Division of the State Department of Environmental Services.

6-12



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

Matthew M. Sink
Deputy Director - Building Regulations

To: Michael Garrity, Chair
CIP Aldermanic Committee

From: Leon LaFreniere, AICP,
Director of Planning & Community Development

Date: April 27, 2009

Subject: CIP 510907 Parks Improvement Project

Attached for the Committee's review is an amending resolution and revised budget authorization that allow for the receipt of additional state funds for two Parks Department Projects funded within the 2007 Parks Improvement Program. The first grant award is in the amount of \$25,000 and is from the Department of Resources & Economic Development (DRED) Bureau of Trails. This grant is for work to the trail along the Piscataquog River from Main Street extending to Electric Street.

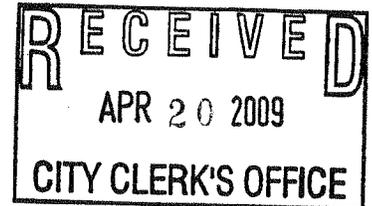
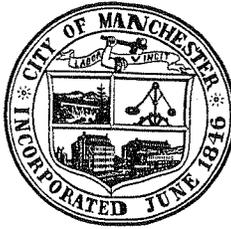
The second grant in the amount of \$58,316 is from the Federal Emergency Management Administration (FEMA). This grant represents the second half of a reimbursement for repairs of flood damages to the Piscataquog River Bridge.

The Committee's review and subsequent recommendation of these documents to the full Board of Mayor and Aldermen is respectfully sought.

Attachments:

7-1

Chuck DePrima
Acting Director



CITY OF MANCHESTER
Parks Recreation and Cemetery Department

April 20, 2009

Alderman Mike Garrity, Chairman
City of Manchester Community Improvement Program
One City Hall Plaza
Manchester, NH 03101

RE: 2009 Recreational Trails Grant Program

Dear Alderman Garrity:

I am pleased to inform you that our dept have been awarded a grant in the amount of \$25,000 towards the completion of the trailway extending from Main Street to Electric Street. This will be added to the funds already secured so that we can continue our efforts to construct a city wide recreational trail system that safely connects neighborhoods and business to parks. Construction is currently underway between Main Street and Electric Street for completion in July. These new funds would be utilized towards improvement of the trestle that spans the Piscataquog River.

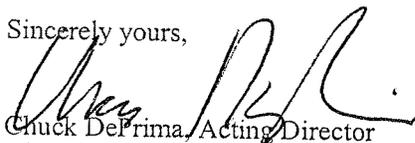
Below is a summary of funding for this project so far:

- **\$847,300** Phase 2 - (\$847,300 from Federal Highway Administration + the city's matching contribution \$169,460)
- **\$625,780** Phase 3 - (500,000 from Federal Highway Administration + the City's matching contribution of \$125,780)
- **\$30,000** - 2008 Recreational Trails Program
- **\$25,000** - 2009 Recreational Trails Program

Total - \$ 1,528,080

In order to accept the \$25,000 we need approval from the Board of Mayor and Aldermen. Therefore, I would like to request this action.

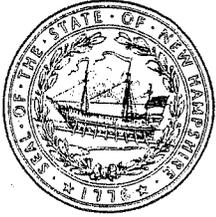
Sincerely yours,


Chuck DePrima, Acting Director

Cc: Sam Maranto, CIP
Bill Sanders, Finance Director
Rick Riddle, BSO Parks & Recreation

7-2

625 Mammoth Road • Manchester, New Hampshire 03104 • (603) 624-6565 • FAX: (603) 624-6569
Cemetery Division • 765 Brown Ave • Manchester, NH 03103 • (603)624-6514
E-mail: parks@manchesternh.gov • Website: www.manchesternh.gov/CityGov/Pks/

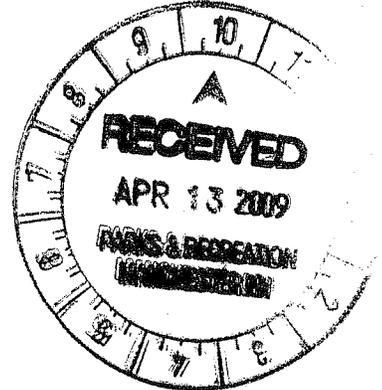


STATE OF NEW HAMPSHIRE
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
 DIVISION of PARKS and RECREATION
BUREAU OF TRAILS

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
 PHONE: (603) 271-3254 FAX: (603) 271-3553 E-MAIL: nhtrails@dred.state.nh.us
 WEB: www.nhtrails.org

April 8, 2009

Charles DePrima
 City of Manchester: Parks, Rec & Cemetary Dept
 625 Mammoth Road
 Manchester, NH 03104



Dear Charles;

Thank you for submitting your application under the 2009 Recreational Trails Program (RTP). As usual, we received many proposals for valuable and important trail projects throughout New Hampshire so 2009 looks to be a productive year for trails all around the State. Scoring of all eligible 2009 RTP applications is now complete and your proposed trail project has been approved for funding. Congratulations!

Your project must now be reviewed by the State Historical Preservation Office (SHPO) and the Natural Heritage Bureau (NHB) before funding can be released. We will present the project description, map and photos included in your application to the SHPO for their review. It is now your responsibility as the grantee to ensure that the NHB review is completed and submitted to the Trails Bureau. There are two ways to complete a NHB review (as explained by the NHB):

1. Use the DataCheck Tool (www2.des.state.nh.us/nhb%5Fdatacheck/). This is an interactive web page that can be used to provide NH Heritage with basic information about a project, including a map. If there are no NH Heritage records anywhere in the vicinity, a letter to that effect will be e-mailed within 24 hours and there is no fee. If NH Heritage records are in the vicinity, a review by NH Heritage is needed. This review can be requested using the DataCheck Tool, and payment of the \$25 fee can be made online using a credit card, or by sending a check. Note: *the Tool can only be accessed using the Windows Explorer browser.*
2. Submit a request form (**enclosed**) to NH Heritage. There is always a fee for this service, and payment is by check only.

Once you have obtained a completed review from NHB (either hard copy or electronic) please forward it to me. Also, please be aware that the DES-Wetlands Bureau requires a completed NHB review to be attached to any necessary trail notification or permit.

Once again this is a preliminary approval. All reimbursable expenses may not be incurred until July 1, 2009 pending the completion of your grant contract, reviews by SHPO and NHB and any additional requirements resulting from these reviews. Over the

7-3

5/31/2008

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT APPLICATION SUMMARY (P.2)
DISASTER #: 1643

PACKAGE NO: 198

P.A. ID: 011-45140-00 APPLICANT: MANCHESTER, CITY OF

PW# VSN CAT INF COST SHR PROJECTED COMPL DATE APPROVED PW AMOUNT

315 1 G N N 11/25/2007 \$153,980.28

Site Number: 1

DAMAGED FACILITY:

MANCHESTER, CITY OF

FACILITY LOCATION:

BRIDGE IS LOCATED IN PISCATAQUOG RIVER PARK

SCOPE OF WORK:

TO RESTORE THE BRIDGE TO ITS PRE-DISASTER CONDITION, THE TOTAL BRIDGE AND ABUTMENTS MUST BE REPLACED. THE WORK WILL ALSO INCLUDE REMOVING THE DAMAGED BRIDGE DEBRIS FROM THE RIVER. THE COST TO REPLACE THE STRUCTURE IS BASED ON COST DATA FOR PEDESTRIAN BRIDGES FROM THE R.S. MEANS FACILITIES CONSTRUCTION BOOK. A UNIT PRICE, EXCLUDING THE ABUTMENTS, OF \$143.00 PER SQUARE FOOT IS USED. THEREFORE, THE ESTIMATED COST TO REPLACE THE SUPERSTRUCTURE IS 175' L X 4' W X \$143.00 = \$100,100.00. THE COST TO REPLACE THE CONCRETE SUBSTRUCTURE IS (1) SPREAD FOOTINGS, 2 X 5 CY EACH X \$325 = \$3,250.00 AND (2) 24" DIAMETER COLUMNS (2 EACH END), 4 X 1.2 CY X \$895/CY = \$4,152.00. R.S. MEANS UNIT PRICES USED. WITH AN ESTIMATE OF \$107,502 AND COST CURVE B, THE ENGINEERING AND DESIGN COSTS ARE 10.9% FOR A TOTAL OF \$11,717.72. THE COST TO REMOVE THE DAMAGED STRUCTURE FROM THE STREAM IS 175' X 4' X \$4.00/SF = \$2,800.00. FEMA COST CODE USED. FOR HAZARD MITIGATION, IT IS RECOMMENDED THAT SLOPE STABILIZATION RIP RAP BE PLACED AROUND THE ABUTMENTS. PLEASE REFER TO HAZARD MITIGATION WORKSHEET FOR DETAILS. **VERSION 1.

*****VERSION 1*****

SCOPE OF WORK IS SAME AS ON PW #315 VERSION ZERO (0). THIS VERSION #1 IS WRITTEN TO ADJUST THE TOTAL COST FOR THE PROJECT DUE TO RECEIVING CONTRACTORS OR VENDOR QUOTES FOR BUYING THE BRIDGE (\$60,000), INSTALLATION OF BRIDGE COST (\$178,200), AND FINAL ENGINEERING COSTS (\$42,500).

1 PW	\$ AMOUNT ELIGIBLE	\$ FEDERAL SHARE
PW#:	\$153,980.28	\$116,492.71
SUBGRANTEE ADMIN EXP:	\$1,538.80	\$1,538.80
TOTAL:	\$155,519.08	\$118,031.51

RECEIVED

APR 21 2008

DEPT. OF SAFETY
BUSINESS OFFICE

7-4

City of Manchester New Hampshire

In the year Two Thousand and Nine

A RESOLUTION

"Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of Eighty Three Thousand Five Hundred Sixteen Dollars and Thirty Cents (\$83,516.30) for the FY 2007 CIP 510907 Parks Improvement Project."

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 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to accept NHDRED Recreational Trail Program funds in the amount of \$25,000 to assist the City in the construction of the Piscataquog River Trail and also desires to accept \$58,516.30 of FEMA funds to pay for the completion of repairs to the flood damaged Piscataquog River Park Bridge;

NOW, THEREFORE, be it resolved that they 2007 CIP be amended as follows:

By increasing:

FY 2007 CIP 510907 – Parks Improvement Project - \$83,516.30 (\$25,000-NHDRED,
\$58,516.30 FEMA)
From \$2,789,110.31 (\$1,975,000 Bond, \$755,594 DOT/Other, \$58,516.31 FEMA)
To \$2,872,626.61 (\$1,975,000 Bond, \$780,594 DOT/Other, \$117,032.61 FEMA)

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

CIP BUDGET AUTHORIZATION

CIP #: Project Year: CIP Resolution:
 Title: Amending Resolution:
 Administering Department: Revision:

Project Description: Improvements to City Parks as per Master Plan. Funding for: Sullivan Park Playground; Crystal Lake Park; Weston Observatory; Piscataquog Park East; Junior Deb Softball Field Improvements; Valley Cemetery; Piscataquog Trail Phase III; Emergency repairs of Piscataquog field - 75% of the cost will be reimbursed through FEMA; and \$8,000 as local match for design of the Rockingham Trail. Also includes funding for security system at West Side Ice Arena & Parking at Raco Theodore Park. Also repairing Piscataquog River Park Bridge with FEMA reimbursement up to 75% of project cost.

Federal Grants Federal Grant: **Environmental** Review Required:
 Grant Executed: Completed:

Critical Events

1	Program Initiation	
2	Program Completion	07/03/06
3		06/30/09
4		
5		

Expected Completion Date:

Line Item Budget

	BOND	DOT/OTHER	FEMA	TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$50,000.00	\$0.00	\$50,000.00
Other	\$1,975,000.00	\$730,594.00	\$117,032.61	\$2,822,626.61
TOTAL	\$1,975,000.00	\$780,594.00	\$117,032.61	\$2,872,626.61

Revisions #1-provides an indiv. project funding I.D. #2-allocates \$8,000 for Rockingham Trail & \$142,000 for Piscataquog repair.
 #3 - Adds security system at West Side Ice Arena & parking at Raco Theodore Park.#4-increases other funds-\$12,754
 #5 - increases budget by \$5,000 Other funds for Rockingham Trail./#6-\$58,516.31-FEMA for Pisc. Bridge
 #7 - Adds \$30,000 for Pisc. Trail & \$20,000 for Valley Cemetery Fence.
 #8-Adds \$25,000 DOT for Pisc. Trail and \$58,516.30 FEMA for damage to Pisc. Bridge

COMMENTS Funds in the amount of \$12,754 received from the Friends of the Valley Cemetery to be used towards cost of the renovation of that facility. Funds in the amount of \$5,000 received from Triangle Credit Union to be used for the Rockingham Trail. \$30,000 received from NHDRED Recreational Trail Program, addition of \$20,000 from Friends of Valley Cemetery for fencing/or chapel repair.



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

Matthew M. Sink
Deputy Director - Building Regulations

Memo to: Members of the Committee on Community Improvement Program
From: Leon L. LaFreniere, AICP
Director of Planning and Community Development
Date: April 15, 2009
Subject: Health Department – CIP #210109 – Homeless Healthcare

The Health Department has notified us that they have been approved to receive from the Department of Health and Human Services a small increase in funding for the above noted project. The Department had originally been slated to receive \$334,376 of which \$167,553. had been started up through a previous budget authorization. The Department was recently informed that it will be receiving \$167,552 as its second allocation which represents an increase of \$729.00 over the original amount. These grant funds will be used to provide health services to homeless persons in Manchester.

In order to accept the increased funding we have prepared for the Committee's review, the appropriate Amending Resolution and budget authorization forms necessary for project initiation.

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

Attachments:

8-1

CIP BUDGET AUTHORIZATION

CIP #: Project Year: CIP Resolution:
 Title: Amending Resolution:
 Administering Department: Revision:

Project Description:

Federal Grants Federal Grant: **Environmental** Review Required:
 Grant Executed: Completed:

Critical Events

1	Program Initiation	
2	Program Completion	2/17/09
3		1/1/09
4		
5		

Expected Completion Date:

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$335,105.00	\$0.00	\$0.00	\$335,105.00
TOTAL	\$335,105.00	\$0.00	\$0.00	\$335,105.00

Revisions

Revision #1 - Budget increased from \$167,553 to \$335,105 due to the receipt of additional grant funds.

COMMENTS

Grant estimated to be \$334,376, \$167,553 initially received, \$167,552 of additional funding awarded March 2009 increasing the budget from \$167,553 to \$335,105. City will receive reimbursement for expenses prior to date of execution for agreement.

City of Manchester New Hampshire

In the year Two Thousand and Nine

A RESOLUTION

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Seven Hundred Twenty Nine Dollars (\$729) for the FY2009 CIP 210109 Homeless Healthcare Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2009 CIP as contained in the 2009 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept additional grant funds from the U.S. Department of Health and Human Services Health Resources and Services Administration to implement health care services for homeless persons in Manchester;

NOW, THEREFORE, be it resolved that the 2009 CIP be amended as follows:

By increasing:

FY2009 CIP 210109 – Homeless Healthcare Program - \$729 Federal
(from \$334,376 to \$335,105)

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



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

Memo to: Members of the Committee on Community Improvement Program
From: Leon L. LaFreniere, AICP
Director of Planning and Community Development
Date: April 15, 2009
Subject: Health Department – CIP #214 509 – Homeless Healthcare – American Recovery & Reinvestment Act

The Health Department has notified us that the City has been approved to receive grant funds totaling \$123,792 from the United States Department of Health and Human Services Health Resources and Services Administration. These funds will be used to provide health services to homeless persons in Manchester. As such, we have prepared the appropriate Amending Resolution and budget authorization forms necessary for project initiation.

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

Attachments:

9-1

CIP BUDGET AUTHORIZATION

CIP #:

Project Year:

CIP Resolution:

Title:

Amending Resolution:

Administering Department:

Revision:

Project Description:

Federal Grants Federal Grant:

Environmental Review Required:

Grant Executed:

Completed:

Critical Events

1	Program Initiation	
2	Program Completion	<input type="text" value="3/27/2009"/>
3		<input type="text" value="3/26/2011"/>
4		
5		

Expected Completion Date:

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$123,792.00	\$0.00	\$0.00	\$123,792.00
TOTAL	\$123,792.00	\$0.00	\$0.00	\$123,792.00

Revisions

COMMENTS

Program initiation and completion dates determined by the grantor. City will receive reimbursement for expenses prior to date of execution for agreement.

City of Manchester New Hampshire

In the year Two Thousand and Nine

A RESOLUTION

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Twenty Three Thousand Seven Hundred Ninety Two Dollars (\$123,792) for the FY 2009 CIP 214509 Homeless Health Care – American Recovery & Reinvestment Act Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2009 CIP as contained in the 2009 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$123,792 from the U.S. Department of Health and Human Services Health Resources and Services Administration to implement health care services for homeless persons in Manchester;

NOW, THEREFORE, be it resolved that the 2009 CIP be amended as follows:

By adding:

FY 2009 CIP 214509 Homeless Health Care – American Recovery & Reinvestment Act Program
- \$123,792 Federal

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



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

Memo to: Members of the Committee on Community Improvement Program
From: Leon L. LaFreniere, AICP
Director of Planning and Community Development
Date: April 15, 2009
Subject: Police Department – CIP #412109 – NH Clique Campaign Program

The Police Department has notified us that the City has received a grant from the State of New Hampshire Highway Safety Agency totaling \$2,478 for the implementation of the NH Clique Campaign Program in the community.

As such, we have prepared the appropriate CIP Amending Resolution and Budget Authorization Form necessary for program initiation.

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

Attachments:

10-1

CIP BUDGET AUTHORIZATION

CIP #: Project Year: CIP Resolution:
 Title: Amending Resolution:
 Administering Department: Revision:

Project Description:

Federal Grants Federal Grant: **Environmental** Review Required:
 Grant Executed: Completed:

Critical Events

1	Program Initiation	
2	Program Completion	5/19/2009
3		12/31/2009
4		
5		

Expected Completion Date:

Line Item Budget	STATE			TOTAL
Salaries and Wages	\$2,478.00	\$0.00	\$0.00	\$2,478.00
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	\$2,478.00	\$0.00	\$0.00	\$2,478.00

Revisions

COMMENTS

City of Manchester New Hampshire

In the year Two Thousand and Nine

A RESOLUTION

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Two Thousand Four Hundred Seventy Eight Dollars (\$2,478) for the FY 2009 CIP 412109 NH Clique Campaign Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2009 CIP as contained in the 2009 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$2,478 from the State of New Hampshire Highway Safety Agency for the implementation of the NH Clique Campaign Program;

NOW, THEREFORE, be it resolved that the 2009 CIP be amended as follows:

By adding:

FY 2009 CIP 412109 – NH Clique Campaign Program - \$2,478 State

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



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

To: Michael Garrity, Chair
CIP Aldermanic Committee

From: Leon LaFreniere, AICP,
Director of Planning & Community Development

Date: April 27, 2009

Subject: Community Technical Assistance Program (CTAP) Grant Award

Jay Minkarah has informed this office that the City has received a \$15,000 CTAP award from the NH DOT to conduct an economic development impact study for the proposed expansion of the Manchester Convention Center. As such, we have prepared the amending resolution and budget authorization necessary for the receipt and expenditure of these funds. The Committee's review and recommendation to the full Board for approval of these documents is respectfully requested.

Attachments:

11-1



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.
COMMISSIONER

March 25, 2009

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Mr. David Preece
Executive Director
Southern N.H. Planning Commission
438 Dubuque Street
Manchester, N.H. 03102

Re: CTAP Targeted Local Government Account - City of Manchester

Dear David:

We have received and reviewed the application from the City of Manchester for \$15,000.00 in Local Discretionary Account funds to prepare an economic development impact study for the Manchester Convention Center Expansion. Building on a 2008 feasibility study for expanded convention center facilities, this economic development study will quantify the impact of doubling the space of Manchester's existing convention facility with new or expanded facilities. Since financing and operating such an expansion would likely be wholly or in part publicly funded, the economic development study is key in supporting a decision on implementation.

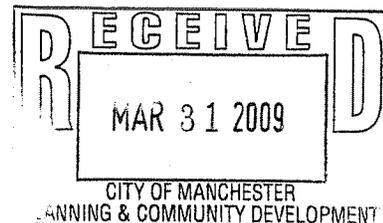
This request supports a number of CTAP goals: economic vitality, business development, downtowns and community centers, and vibrant communities. Impact projections such as dollars contributed to the economy, jobs created, and tax base impacts would help support a decision of whether or not to pursue a convention center expansion.

We note the support of this application by Southern New Hampshire Planning Commission and the Mayor and Board of Aldermen. Please accept this letter as New Hampshire Department of Transportation approval for this CTAP Community Project.

Sincerely,

Ansel Sanborn
CTAP Project Manager

cc: Frank C. Guinta, Mayor, City of Manchester
Jay Minkarah, CTAP Representative
Leigh Levine, FHWA
Bill Cass, NHDOT
Bill Watson, NHDOT



11-2

CIP BUDGET AUTHORIZATION

CIP #: Project Year: CIP Resolution:
 Title: Amending Resolution:
 Administering Department: Revision:

Project Description:

Federal Grants Federal Grant: **Environmental** Review Required:
 Grant Executed: Completed:

Critical Events

1	Project Initiation	
2	Project Completion	<input type="text" value="5/19/09"/>
3		<input type="text" value="12/30/09"/>
4		
5		

Expected Completion Date:

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	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$15,000.00	\$0.00	\$0.00	\$15,000.00
TOTAL	\$15,000.00	\$0.00	\$0.00	\$15,000.00

Revisions

COMMENTS

Funds are from the NH DOT Community Technical Assistance Program.

City of Manchester New Hampshire

In the year Two Thousand and Nine

A RESOLUTION

"Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Fifteen Thousand Dollars (\$15,000) for the FY 2009 CIP 612709 Economic Development Impact Study."

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 2009 CIP as contained in the 2009 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$15,000 from NHDOT for the preparation of an economic development impact study for the proposed Manchester Convention Center Expansion;

NOW, THEREFORE, be it resolved that the 2009 CIP be amended as follows:

By adding:

FY 2009 CIP 612709 – Economic Development Impact Study - \$15,000 State

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



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

To: Michael Garrity, Chair
CIP Aldermanic Committee

From: Leon LaFreniere, AICP,
Director of Planning & Community Development

Date: April 27, 2009

Subject: Manchester Water Works Stimulus Grant Funding

Tom Bowen has informed this Department that two of the grant applications submitted for American Recovery and Reinvestment Funds have been approved by the NH Department of Environmental Services. The so called Stimulus Funding is distributed through the State's Revolving Fund which requires the City to bond the entire amount of the project. The grant funds will then be allocated annually to the City in an amount equal to 50% of the annual principal and interest payments on the issued bond.

In order for these projects to proceed, the attached amending resolution and bond authorization will need to be reviewed with a recommendation that they be forwarded to the full Board for their approval.

Attachments:

12-1



MANCHESTER WATER WORKS

281 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03103-5093 Tel. (603) 624-6494

BOARD OF WATER COMMISSIONERS

LOUIS C. D'ALLESANDRO
President

DYLAN R. CRUESS
Clerk

WILLIAM A. BEATON
BERNARD G. GARRITY, JR.
PHILLIP SAPIENZA
PAUL G. LESSARD

Ex Officio
HON. FRANK C. GUINTA
Mayor

THOMAS M. BOWEN, P.E.
Director and Chief Engineer

ROBERT BEAURIVAGE, P.E.
Asst. Director

March 31, 2009

Mr. Sam Maranto
Planning and Community Development
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RE: AMERICAN RECOVERY AND REINVESTMENT PLAN OF 2009

Dear Sam:

Please find enclosed copies of preapplication forms for two projects which Manchester Water Works has received priority funding for under the American Recovery and Reinvestment Plan of 2009. The stimulus funding is to be administered under the NHDES State Revolving Fund (SRF) and per their regulations, DES is requiring that all applicants seek loan authorization for the full amount of the project costs. The 50% stimulus funding grant is then applied on an annual basis to the principal and interest payments.

We would appreciate it if these two projects could be included on the next agenda for the CIP Committee as the goal for the Drinking Water SRF stimulus funding is that 50% of the projects are to be under contract within 120 days of the February 17, 2009 approval.

Thanks for your assistance on this matter. If you need any additional information, please don't hesitate to contact me.

Sincerely,

Thomas M. Bowen, P.E.
Director

TMB:ds

Enclosures



**PRE-APPLICATION FOR THE DRINKING WATER
STATE REVOLVING FUND**

Re: RSA 486:14

American Recovery and Reinvestment Plan of 2009

Public Water System: Manchester Water Works EPA #: 1471010
Mailing Address: 281 Lincoln St., Manchester, NH 03103
Proposed Project: Lynchville/Danis Park Water System

Provide a description of the need of the project and how it will address public health protection and compliance with the Safe Drinking Water Act (Attach additional information if necessary): The Lynchville/Danis Park Water System. The Town of Goffstown has been trying to get water and sewer infrastructure into this environmentally sensitive and frequently flooded neighborhood along the Piscataquog River. There are approximately 100 homes built within the flood plain where they are serviced by shallow wells and adequate septic systems cannot be built. It is our intent to install a public water system to service the neighborhood with hopes that low pressure sewer can be installed at the same time.

ESTIMATED COST INFORMATION

1.	Estimated Construction Cost.....	\$2,486,087
3.	Estimated Engineering Costs..... (If unknown, assume 15% of construction costs)	\$50,000
4.	Other (please specify)	\$
	Total Estimated Costs.....	\$ 2,537,087

Date of Authority to Borrow Funds March 2008
Design Completion Date April 2009
Award Construction Contract Date June 1, 2009
Anticipated Project Start Date June 22, 2009

Contact Person: Thomas Bowen
Title: Director
Email: tbowen@manchesternh.gov

Signature: Thomas Bowen
Phone No.: 603-624-6494

Return by February 27, 2009 to: Rick Skarinka
NHDES
PO Box 95, 29 Hazen Drive
Concord NH 03302-0095

CIP BUDGET AUTHORIZATION

CIP #:

Project Year:

CIP Resolution:

Title:

Amending Resolution:

Administering Department:

Revision:

Project Description:

Federal Grants

Federal Grant:

Environmental

Review Required:

Grant Executed:

Completed:

Critical Events

1	Grant Awarded	
2	Project Initiation	June 2009
3	Project Completion	July 2009
4		June 30, 2010
5		

Expected Completion Date:

Line Item Budget

	BOND			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$2,570,000.00	\$0.00	\$0.00	\$2,570,000.00
TOTAL	\$2,570,000.00	\$0.00	\$0.00	\$2,570,000.00

Revisions

COMMENTS

City will receive 50% of this amount principal and interest payment on the bond through the State Revolving Fund, funds received are from the Federal American Recovery and Reinvestment Act.

City of Manchester New Hampshire

In the year Two Thousand and Nine

A RESOLUTION

"Authorizing Additional Bonds, Notes or Lease Purchases in the amount of Two Million Five Hundred Seventy Thousand Dollars (\$2,570,000) for 714109 Manchester Water Works Capital Improvement Project."

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 Municipal Finance Act, and any other enabling authority, the issuance and sale of general obligation serial bonds, notes or lease purchases of the City in the aggregate principal amount of Two Million Five Hundred Seventy Thousand Dollars (\$2,570,000) at one time or from time to time as one or more separate bond, note or lease purchase issues for purposes stated in Section 3 of said Act, as more specifically hereinafter indicated. 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 annual installments as shall be determined by the Finance Officer with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and of providing for the 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 costs of the following public works and improvements of a permanent nature, hereby authorized namely,

<u>Purpose</u>	<u>Amount</u>
Manchester Water Works Capital Improvement Project	\$2,570,000

It is hereby declared that the public works and improvements to be financed by said bonds, notes or lease purchases have a useful life in excess of twenty (20) 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 authorized by RSA 33:7a.

SECTION 4. That an amount sufficient to pay the principal of and interest on said bonds, notes or lease purchases payable in each year during which they are outstanding be and hereby is appropriated and, to the extent other funds are not available for such purpose, said amount shall be included in the tax levy for each year until the debt represented by said bonds, notes or lease purchases is extinguished.

City of Manchester New Hampshire

In the year Two Thousand and Nine

A RESOLUTION

"Authorizing Additional Bonds, Notes or Lease Purchases in the amount of Two Million Five Hundred Seventy Thousand Dollars (\$2,570,000) for 714109 Manchester Water Works Capital Improvement Project."

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

SECTION 5. That the bonds, notes or lease purchases herein authorized may be consolidated with any other issue of bonds, notes or lease purchases heretofore or hereafter authorized, provided that the last annual installment of any such consolidated issue shall be payable not later than the date on which the last annual installment of the bonds, notes or lease purchases herein authorized must be payable pursuant to this Resolution.

SECTION 6. This Resolution shall take effect upon its passage.

3/31/09 Tabled

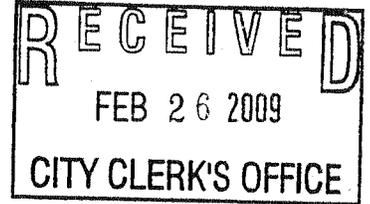
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director



Commission
William A. Varkas
Henry R. Bourgeois
Joan Flurey
William F. Houghton Jr.
Robert R. Rivard

CITY OF MANCHESTER
Highway Department



February 26, 2009

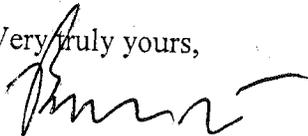
C.I.P. Committee of the
Honorable Board of Mayor and Aldermen
C/O Mr. Matthew Normand
CITY CLERKS OFFICE
One City Hall Plaza
Manchester, NH 03103

Re: Request to Utilize Funds to Candia Road Project

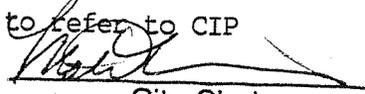
Gentlemen:

The Manchester Highway Department formally requests your approval to utilize the remaining funds of \$35,110 from CIP account 713206 (South Willow Street/South Maple Street Intersection Improvements) to pay for a portion of the remaining local share of the Candia Road Project.

Very truly yours,


Bruce A. Thomas
Engineering Manager

c/Kevin A. Sheppard, P.E.
Samuel Maranto

In board of Mayor and Aldermen
Date: 3/10/09 On Motion of Ald. Garrity
Second by Ald. Shea
Voted to refer to CIP

City Clerk

13-1

3/31/09 Tabled



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Leon L. LaFreniere, AICP
Director

Planning & Land Use Management
Building Regulations
Community Improvement Program

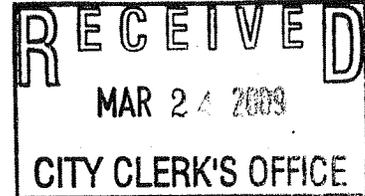
Staff to:
Planning Board
Zoning Board of Adjustment
Heritage Commission
Millyard Design Review Committee

To: Michael Garrity, Chair
CIP Aldermanic Committee

From: Leon LaFreniere, AICP,
Director of Planning & Community Development

Date: March 23, 2009

Subject: Traffic Signal Improvements



The Highway Department received funding for two traffic oriented projects in the 2009 CIP- 712009 Elm Street Mast Arm Replacement (\$150,000), and 712109 Traffic Signal Reconstruction (Varney/South Main Intersection) (\$100,000). The projects were bid together in an effort to attract more interest and favorable bids but while sufficient funds are available in the Elm Street project to complete two intersections the listed cost for the Varney/South Main Project came in \$21,000 higher than the project budget.

As such the Highway Department is requesting that the two projects be combined so that improvements to all three intersections can be initiated. If it is the desire of this Committee to approve this request then a CIP amending resolution, two bond rescissions, a new bond resolution and new budget authorization are in order. Staff is prepared to complete these documents in preparation for the next meeting of the full Board.

Another funding alternative and one less complicated would be to transfer the needed funds to 712109 as may be available from another CIP Project. This would preclude the need for the proposed new bond that will have to lay over to a second BMA meeting before becoming available.

14-1

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

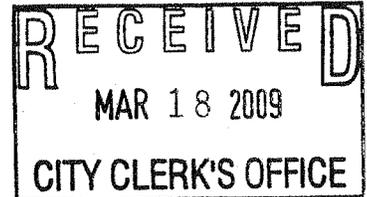
Timothy J. Clougherty
Deputy Public Works Director



Commission
William A. Varkas
Henry R. Bourgeois
Joan Flurey
William F. Houghton Jr.
Robert R. Rivard

CITY OF MANCHESTER
Highway Department

March 10, 2009



C.I.P. Committee of the
Honorable Board of Mayor and Aldermen
C/O Mr. Matthew Normand
CITY CLERKS OFFICE
One City Hall Plaza
Manchester, New Hampshire 03103

Re: Intersection Signalization Projects

Gentlemen:

We currently have \$150,000 for mast arm replacement (CIP no. 712009) and \$100,000 for signal replacement (712109), for a total of \$250,000. A bid package was advertised combining all intersection improvements currently identified through one contract.

We anticipated combining funding from FY09 with monies allocated in FY10 in order to accomplish the full scope of work.

The total bid price is \$424,490. We have requested additional funding through the FY 10 CIP and also request the Committee to consider funding the balance of funding required through any potentially available bond balances. Based on the bids received we would recommend additional funding in the amount of \$210,000 be allocated. This would allow the full contract to move forward with \$35,510 available for contingency.

A spreadsheet indicating the work that would be accomplished under both scenarios is attached.

If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,

Bruce A. Thomas
Engineering Manager

c/Kevin A. Sheppard, P.E.

14-2

Traffic Signal Improvements (F.Y. 2009 & F.Y. 2010)			
Work Proposed through existing funding:			
Mast Arm Replacement:			
	Elm Street/Merrimack Street Mast Arms		\$67,400
	Elm Street/Hanover Street Mast Arms		\$54,400
Traffic Signals:			
	Varney/South Main Intersection Improvements		\$121,350
Subtotal:			\$243,150
Work Proposed through currently requested funding:			
Mast Arm Replacement:			
	Elm Street/Bridge Street Mast Arms		\$85,200
Traffic Signals:			
	Elm Street/Brook Street Full Signalization Improvements		\$96,140
Subtotal:			\$181,340
Total:			\$424,490
Contingency:			\$35,510
Total Proposed Project Funding;			\$460,000
F.Y. 2009 Funding (existing):			\$250,000
F.Y. 2010 Revised Funding Request:			\$210,000

2/17/09 Tabled



William E. Sanders
Finance Officer

CITY OF MANCHESTER
Finance Department

February 11, 2009

Committee on Community Improvement
C/O Matthew Normand
One City Hall Plaza
Manchester, NH 03101

Re: Summary of CIP Bond Balances

Dear Honorable Committee Members:

As requested, attached is a summary of open CIP bond balances as of February 10, 2009. The first two pages summarize the unencumbered bond balance for each project and the Department's assessment of amounts available for reallocation. The remaining schedules comprise the input received from Department Heads.

Also attached as the last schedule is a summary of amounts due and received for federal (FEMA) and state portions for rain events in 2006 and 2007. Not included in the attached material is the fiscal 2010 \$6 million unissued bond for vehicle replacement.

Respectfully Submitted,

William E. Sanders
Finance Officer

Attachment

cc: Pam Goucher
Samuel Maranto

15-1

CIP Projects - Bonds						
Dept	Project #	Project Year	Project Description	Remaining Balance	Dept Head Assessment for Reallocation	Comments
Facilities	341898	1998	City Hall Security/Audio/Visual	77.04	77.04	
Facilities	712107	2007	Municipal Facilities Improvements	35,852.83	-	Funds to be used 2/09-11/09
Facilities	810209**	2009	Strategic Planning for Facilities	1,000,000.00	-	\$400,000 - Police vehicles, \$500,000 - Toters, \$100,000 - Strategic Plan
Facilities	811203	2003	City Space Improvements	1,700.00	1,700.00	
Facilities	811253	2003	City Space Improvements	1,066.19	1,066.19	
Facilities	811405	2005	Building Improvements	41,015.96	-	Funds to be used 2/09-11/09
Fire	411304	2004	Facility/Equipment Improvements	8,022.04	-	Requested BMA to purchase 2 Breathing Apparatus'
Fire	411609**	2009	Police Portable Radio Replacement	9.57	9.57	
Fire	411709**	2009	SCBA Update & Replacement	197,225.00	-	80/20 match for AFG Grant
Highway	370795	1995	Sanitary Landfill Closure	88,376.02	-	Ongoing groundwater monitoring
Highway	710109	2009	Residential 50/50 Sidewalk	300,000.00	-	Funding to be matched with residents share
Highway	710205	2005	Public Works Infrastructure	-	-	Candia Road reconstruction local match
Highway	710905	2005	Parking & Traffic Improvements	1,019.37	1,019.37	
Highway	711109**	2009	Annual Bridge Rehab Prog - Biron St	29,220.00	-	Preliminary & final design of Biron Bridge
Highway	711209**	2009	Annual ROW Reconstruction Program	1,585,206.67	-	Resurfacing projects including S. Porter/S. Willow & Sundial Ave.
Highway	711509**	2009	Sidewalk Discretionary Fund	59,887.07	-	Queen City Bridge Joint repair & construction
Highway	711607	2007	Annual ROW Reconstruction	100,000.00	-	Valley Street, Queen City Avenue, Theodore Street & Brook Street
Highway	711609**	2009	Storm Drain Infrastructure	590,525.09	-	Gold Street Relocation (\$590,525)
Highway	711805	2005	Snow Emergency Strobe Lighting	280,622.97	-	Local match for various roads - BMA accepted state portion
Highway	711807	2007	PW/Fleet Maintenance Admin	394.00	394.00	
Highway	711809**	2009	Street Light Safety & Rehab	1,972,732.40	-	RFP for design services underway
Highway	711907	2007	Residential 50/50 Sidewalk	1,405.00	-	Funds intended for additional downtown electrical receptacles
Highway	712009**	2009	Elm Street Mast Arm Replacement	5,833.96	5,833.96	
Highway	712109**	2009	Traffic Signal Reconstruction	149,961.84	-	Funds to replace mast arms at Merrimack, Hanover & Bridge Streets
Highway	713107**	2007	Granite Street Reconstruction - 3	100,000.00	-	Funds to update traffic signals at S. Main and Varney Streets
Highway	713206	2006	Street Reconstruction - So. Willow St	145,623.93	-	Contingency until project closeout later this year
Highway	810309**	2009	Motorized & Electronic Equip Replacement	35,109.68	-	Funds proposed to be transferred to Candia Road
Info Systems	411907	2007	Police/Fire CAD/RMS	16,549.00	-	Funds for equipment replacement
Info Systems	820899	1999	Land Management/Mapping/GIS	2.73	2.73	
Info Systems	810309**	2009	Motorized & Electronic Equip Replacement	1,025.89	1,025.89	
Info Systems	811505	2005	Information/Public Safety Upgrade	37,687.44	-	Network access controls to protect City data
MEDO	613402	2002	Bridge & Elm Development	3,781.62	-	Project not yet complete, remaining funds for contingency (e.g. fire alarms)
Parks	510005	2005	Park Facilities Improvement	5,276.62	5,276.62	
Parks	510509**	2009	Rockingham Recreational Trail	32,500.39	-	Funds for completion of Piscataquog Trailway
Parks	510807	2007	Park Improvement Program	100,000.00	-	Funds for completion of Rockingham Trailway
Parks	510907	2007	Park Improvement Program	1,227.18	1,227.18	
Parks	511603	2003	Recreation Facility Improvements	79,848.06	-	Funds for completion of Rockingham Trailway
Parks	511605	2005	Veteran Park Memorial	39,606.94	-	Funds for completion of Piscataquog Trailway
Parks	511607	2007	Bass Island Stabilization	2,115.76	2,115.76	
Parks	511707	2007	Piscataquog River Park Flood Damage	38,881.97	-	Funds for completion of Bass Island
Parks	511407	2007	Black Brook Dam Removal	40,000.00	-	Funds for demolition of Black Brook Dam

CIP Projects - Bonds						
Dept	Project #	Project Year	Project Description	Remaining Balance	Dept Head Assessment for Reallocation	Comments
Planning	612309**	2009	Neighborhood Revitalization	200,000.00	-	\$100,000 for completion of Kelly Street, \$100,000 for nearby streets
Planning	612407	2007	Neighborhood Revitalization	89,059.20	-	Kelly Street reconstruction
Planning	811103	2003	Visitor's Signage Package	77,573.39	77,573.39	Project on hold due to staffing capacity
Planning	811502	2002	Senior Center	883.91	883.91	
Planning	830101	2001	Municipal Fac Building Acquisition	285.31	285.31	
			2001 City Space Improvements	1,543.32	1,543.32	
			Totals	7,498,735.36	100,034.24	
**Unissued Bond						

FACILITIES DIVISION BOND AND CASH PROJECTS/ OPEN BALANCE REPORT

MUNICIPAL FACILITIES

CIP Res. Date	CIP Project #	Source	Project Name	Revised or Original Allocation	1/31/2009 Expenses to Date	1/31/2009 Open Encumbrances	1/31/2009 Unencumbered Balance	Available?	Timeline
6/4/2002	811203	Bond	City Space Improvements	\$285,000.00	\$283,300.00	\$0.00	\$1,700.00	Yes	
6/4/2002	8112B3	Bond	City Space Improvements	\$30,000.00	\$28,933.81	\$0.00	\$1,066.19	Yes	
6/1/1998	341898	Bond	City Hall Security/Audio/Visual	\$867,500.56	\$847,423.52	\$0.00	\$77.04	Yes	
6/1/2004	811405	Bond	City Building Improvements	\$4,440,000.00	\$4,398,984.04	\$0.00	\$41,015.96	No	2/09 - 11/09
6/12/2006	712107	Bond	Municipal Facilities Improvements	\$838,173.72	\$580,883.89	\$221,437.00	\$35,852.83	No	2/09 - 11/09
5/20/2008	810209	Bond	Strategic Planning for Facilities, Police, Fire, Highway	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00	No	
TOTALS				\$7,460,674.28	\$6,139,525.26	\$221,437.00	\$1,079,712.02		

15-4

SCHOOL FACILITIES

CIP Res. Date	CIP Project #	Source	Project Name	Original Allocation	1/31/2009 Expenses to Date	1/31/2009 Open Encumbrances	1/31/2009 Unencumbered Balance	Available?
5/1/2001	811202	Bond	Architecture/Engineer Facilities Capital Planning	\$336,071.33	\$334,224.90	\$0.00	\$1,846.43	Yes/HGF
6/12/2006	310207	Bond	School Facility Improvements - <i>Red</i>	\$1,500,000.00	\$1,478,696.30	\$0.00	\$21,303.70	Yes/HGF
TOTALS				\$1,836,071.33	\$1,812,921.20	\$0.00	\$23,150.13	

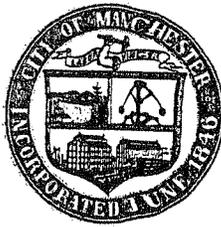
FACILITIES DIVISION BOND AND CASH PROJECTS/ OPEN BALANCE REPORT

CIP Project #	Project Name	Project Intention	Intended Purpose for Balance
811203	City Space Improvements	Improvements to various City facilities. Library Fire Alarm Installation City Security Measures	Not earmarked
8112B3	City Space Improvements	Library HVAC Design & Engineering	Not earmarked
341898	City Hall Security/Audio/Visual	Security Improvements City Hall	Not earmarked
811405	City Building Improvements	Various improvements to City facilities. Roof Replacements City Security Measures Library HVAC/Facility Improvements Elderly Services Furnishings	Ursula Roofing under construction- \$11,808.34 For Security Improvements - \$156.99 R.Robidas Library Safety Lighting Ready to Bid - \$29,050.63
712107	Municipal Facilities Improvements	Various improvements to City Buildings	Approved for Ursula Roofing Contingency under construction
810209	Strategic Planning for Facilities. Police, Fire, Highway	Feasibility analysis & potential design/ construction of combined Police/Fire facility & Highway Recycling Program	Police vehicles (\$400k), single stream recycling tofers (\$500k) and Fire/Police/Highway master planning study (\$100k)

15-5

CIP Project #	Project Name	Project Intention	Intended Purpose for Balance
811202	Architecture/Engineer Facilities Capital Planning	School Capital Planning & Engineering	School has not earmarked
310207	School Facility Improvements	Improvements to various school facilities	JSBC approved for Highland GF Open Concept Elimination CIP Committee to approve transfer.

James A. Burkush
Chief of Department



City of Manchester
Fire Department

TO: William Sanders, Finance Director

FROM: Chief James A. Burkush

DATE: February 2, 2009

RE: Fire Bond Projects

411304 FACILITY/EQUIPMENT IMPROVEMENT-BOND-\$8,022.04

- The current balance is \$8,022.04 and the project is complete. Request to BMA to purchase 2 Self-Contained Breathing Apparatus.

411609 POLICE PORTABLE RADIO REPLACEMENT

- The current balance is \$9.57 and the project is complete.

411709 SCBA UPDATE & REPLACEMENT

- The current balance is \$197,225.00 and there is no activity in this project. The Department has applied for an AFG grant to replace our SCBA's, which has not been awarded at this date and time. The AFG grant is an 80/20 match and the estimated match for the City is \$197,225.00.

HIGHWAY
 CIP Projects - Bonds
 As of 01/29/2009

Department	Project #	Project Year	Project Description	Original Budget	Expenses to Date	Open Encumbrances	Remaining Balance
Highway	370795	1995	Sanitary Landfill Closure	13,059,932.36	12,969,956.34	1,600.00	88,376.02
Remaining funding to be used for ongoing groundwater monitoring and closure related activities.							
Highway	710109	2009	Residential 50/50 Sidewalk	300,000.00	-	-	300,000.00
Funding to be matched with Residents share for Spring contract for various locations.							
Highway	710205	2005	Public Works Infrastructure	1,700,000.00	1,662,158.80	37,841.20	-
Highway	710905	2005	Parking & Traffic Improvements	280,000.00	278,980.63	-	1,019.37 Available
Highway	711109	2009	Annual Bridge Rehab Program - Biron St	150,000.00	-	120,780.00	29,220.00
Remaining funding to be used on final design of Nazaire Biron Bridge.							
Highway	711209	2009	Annual Row Reconstruction Program	3,211,500.00	1,246,982.73	379,310.60	1,585,206.67
Balance to be used for Highway Dept. projects.							
Highway	711507	2007	Annual Bridge Rehab Program	300,000.00	223,890.93	16,222.00	59,887.07
Remaining funding to be used on construction repair of Queen City Bridge Joint.							
Highway	711509	2009	Sidewalk Discretionary Fund	100,000.00	-	-	100,000.00
Potential projects include several sections of Valley Street, Queen City Avenue (Brown Ave easterly), Theodore Street, and Brook Street (Elm to Chestnut)							

Highway	711607	2007 Annual Row Reconstruction	1,725,000.00	798,070.18	336,404.72	590,525.10
Remaining balance allocated to Gold Street Relocation						
Highway	711609	2009 Storm Drain Infrastructure	500,000.00	219,377.03	-	280,622.97
Projects include local match for South Cypress Street, and Bodwell Road and other drainage projects including North Beech Street (DW Highway to D.E.).						
Highway	711805	2005 Snow Emergency Strobe Lighting	22,000.00	21,606.00	-	394.00
Available						
Highway	711807	2007 PW/Fleet Maintenance Admin	2,000,000.00	27,267.60	-	1,972,732.40
RFP for design services underway. Total design costs anticipated to approach \$2,000,000.						
Highway	711809	2009 Street Light Safety & Rehab	150,000.00	43,240.89	105,354.11	1,405.00
Balance of funds intended for contingency in the downtown electrical receptacles contracts.						
Highway	711907	2007 Residential 50/50 Sidewalk/Curb Program	400,000.00	394,166.04	-	5,833.96
Available						
Highway	712009	2009 Elm Street Mast Arm Replacement	150,000.00	38.16	-	149,961.84
Project to replace mast arms at Merrimack, Hanover and Bridge street currently being bid.						
Highway	712109	2009 Traffic Signal Reconstruction	100,000.00	-	-	100,000.00
Project to update traffic signals at S. Main and Varney and at Elm and Brook currently being bid.						
Highway	713007	2007 Flood Damaged Infrastructure Remed	20,579.00	20,579.34	-	(0.34)
Highway	713107	2007 Granite Street Reconstruction - 3	5,300,000.00	4,793,784.80	360,591.27	145,623.93
Balance of funds should be considered as contingency until Project Closeout later this year.						

Highway	713206	2006 Street Reconstruction - So. Willow St.	80,000.00	44,890.32	35,109.68
Remaining funding to be used as part of Candia Road reconstruction Local match (Request to CJP Committee to transfer funds is forthcoming).					
Highway	810309	2009 Motorized & Electronic Equip Replacement	652,650.00	358,211.50	277,889.50
Balance of funds to be used as for FY09 MER program and ongoing purchases.					
					Available

Jennie Angell
Director, Information Services



CITY OF MANCHESTER
Information Systems Department

January 15, 2009

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

Re: Bond Balances

Here is the information on the CIP projects that you have requested.

Number	Name	Funding Source	Fund Status
811505	Public Safety Upgrade	Bond	\$213,207 – under contract \$3,781 – Contingency

The \$213,207 is contracted and must be paid to the vendor as soon as the last milestone is reached.

The \$3,781 is the last of the contingency money on this project. The project is not yet complete. We could still have unexpected expenses to complete this project.

411907	Police Fire CAD	Bond	\$49,466 – under contract \$2.73 – available
--------	-----------------	------	---

The \$49,466 is contracted and must be paid to the vendor as soon as the last milestone is reached.

820899	GIS	Bond	\$1,025 – available
--------	-----	------	---------------------

This money can be taken back.

810309	MEER	Bond	\$37,687.44 – Required for Current projects
--------	------	------	---

This money will be used to purchase Network Access Control (NAC) which is equipment that is required to protect the city's data from unauthorized access. Failure to purchase this equipment puts the city at significant risk of being hacked which could result in identity theft and unauthorized access to non-public information.

If you have any questions, I will be at the BMA meeting on January 20th.

Sincerely,

Jennie Angell

15-10

Sanders, William

From: Minkarah, Jay
Sent: Tuesday, February 03, 2009 1:11 PM
To: Sanders, William
Cc: Palmer, Lisa
Subject: FW: MEDO Bond Projects
Attachments: MEDO Bond Projects.xls

Bill:

Based on a review of our files, this project is complete and there are no encumbrances or outstanding bills. The funds could be rededicated to other purposes.

Jay

Jay Minkarah, Director
Manchester Economic Development Office
One City Hall Plaza
Manchester, NH 03101
www.YourManchesterNH.com
Phone: (603) 624-6505
Fax: (603) 624-6308
Email: jminkarah@ManchesterNH.gov

15-11

Chuck DePrima
Acting Director



CITY OF MANCHESTER
Parks Recreation and Cemetery Department

February 10, 2009

Committee on Community Improvement
1 City Hall Plaza
Manchester, NH 03101

RE: CIP bond project update

511603 – Recreation Facility Improvements - \$39,606.94

- Funding required to complete construction of the Piscataquog Trailway
- This project is currently under contract.
- Scheduled completion date of July 2009

511605 – Veteran's Park Memorial - \$2,115.76

- This project is complete.

510005 – Park Facilities Improvement Program - \$32,500.39

- Funding required for project expenditures relating to the Piscataquog Trailway.
- This project is currently under contract.
- Scheduled completion date of July 2009

511607 – Bass Island - \$38,881.97

- This project is currently under contract.
- Project construction to commence in Spring 2009
- Scheduled completion date of August 2009

15-12

510907 – Park Improvement Program - \$79,848.06

- Funding required for the construction of a pedestrian culvert beneath Peabody Avenue to re-establish Rockingham Trail continuity
- Bidding for this project was advertised in February 2009.
- Construction to commence in Spring 2009
- Scheduled completion date of July 2009

511407 – Black Brook Dam Removal – \$40,000

- Funding required for the Black Brook Dam demolition, and associated bank stabilization and wetland restoration
- This project is currently under contract.
- This project is under construction.
- Scheduled completion date of July 2009
- Ongoing project monitoring to continue through 2011

510509 - Rockingham Recreational Trailway – \$100,000

- Funding required for the construction of a pedestrian culvert beneath Peabody Avenue to re-establish Rockingham Trail continuity
- Bidding for this project was advertised in February 2009.
- Construction to commence in Spring 2009
- Scheduled completion date of July 2009

15-13



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Pamela H. Goucher
Interim Director

Planning
Community Improvement Program
Growth Management

Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

Planning & Community Development
CIP Bond Balances

✓ **CIP Project #830101 – *City Space Improvements*** – This money is left over from one of the accounts for the renovation of City Hall. The remaining balance of \$1,543.32 from the original \$350,000.00 is surplus, as the project has been completed.

✓ **CIP Project #811502 – *Municipal Facility Building Acquisition*** – This money is left over from the renovation of the Rines Center. The remaining balance of \$285.31 from the original \$2,750,000.00 is surplus, as the project has been completed.

✓ **CIP Project #811103 – *Senior Center*** – This money is left over from the account for the site acquisition and construction of the new Senior Center. The remaining balance of \$883.91 from the original \$2,400,000 bond money is surplus, as the project has been completed.

(Note: In April, 2004, the administrative responsibility for this project was transferred from Planning to Highway-Building Maintenance)

CIP Project #612503 – *Visitor's Signage Package* – This money was set aside for the acquisition and installation of wayfinding signs throughout the downtown and at other significant intersections throughout the City. Of the original \$84,028.49, \$77,573.39 remains. This project was under the purview of the former Planning Director and is on hold pending staff capacity to complete.

CIP Project #612407 – *Neighborhood Revitalization* – This money was set aside to support infrastructure improvements, with the major focus on the City's targeted neighborhoods. Of the original \$200,000 bond money, a balance of \$89,059.20 remains and is required to continue the Kelly Street reconstruction. This project is ongoing with the Highway Department and should be wrapped up in late spring.

✓ **CIP Project #612309 – *Neighborhood Revitalization*** – This money was set aside as a continuation of the infrastructure and other neighborhood improvements in targeted areas across the City. Of the original \$200,000 bond money, and based upon information from the Highway Department, \$100,000 is necessary for the completion of the Kelly Street reconstruction that the Highway Department will be completing in late spring. The plan was to use the remaining balance of \$100,000 to target infrastructure improvements on other nearby targeted streets.

February 3, 2009

15-14
One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-Mail: planning@manchesternh.gov
www.manchesternh.gov

FEMA Status Report - Open Projects as of February 5, 2009

Project#	Dept	Project	Total Project Cost	FEDERAL			STATE			
				Originally Approved (75%)	Received	Balance	Amount Expected (12.5%)	Received	Balance	
		Parks & Recreation								
510807	650	Park Improvement Program	92,545.82	20,859.94	20,859.94	-	3,342.94	-	3,342.94	
511607	650	Bass Island Flood Damage Stabilization (2006)	83,293.41	62,470.00	32,067.96	30,402.04	10,411.00	-	10,411.00	
511707	650	Piscataquog River Park Flood Damage (2006)	741,232.00	555,924.00	293,042.50	262,881.50	92,654.00	-	92,654.00	
511708	650	Piscataquog River Park Flood Damage - 2 (2007)	342,000.00	256,500.00	342,000.00	(85,500.00)	85,000.00	-	85,000.00	
		Highway								
713007	500	Flood Damaged Infrastructure Remediation	164,634.00	123,476.00	72,698.48	50,777.52	20,579.00	-	20,579.00	
		TOTAL	1,423,705.23	1,019,229.94	760,568.88	258,561.06	211,986.94	-	211,986.94	

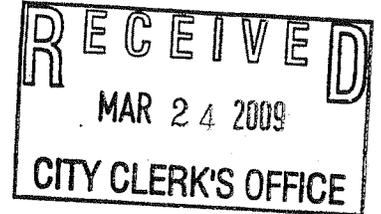


CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Leon L. LaFreniere, AICP
Director

Planning & Land Use Management
Building Regulations
Community Improvement Program

Staff to:
Planning Board
Zoning Board of Adjustment
Heritage Commission
Millyard Design Review Committee



MEMORANDUM

To: Michael Garrity, Chair
CIP Aldermanic Committee

From: Leon L. LaFreniere, AICP
Director of Planning & Community Development

Date: March 19, 2009

Subject: CIP 650300 Hackett Hill

As directed, Staff from Planning, Finance and City Solicitor's Office met in an effort to identify the source of funds used for the Hackett Hill Development Project referenced above. It was determined that the funds were derived from the proceeds of the sale of land owned by the City on Hackett Hill which was the site of the planned UNH Campus that never materialized. As such, any unencumbered funds in this account may be used for whatever purposes the BMA deems to be in the best interest of the City. Jay Minkarah informs us that he has commitments of \$167,592.65 to be paid out leaving an unencumbered balance of \$250,671.69.

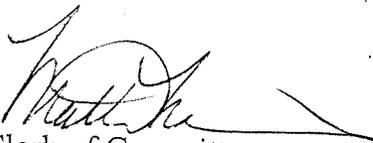
15-ke

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

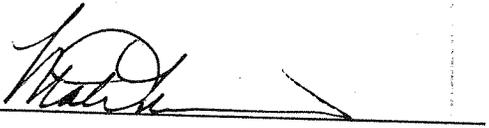
The Committee on Joint School Buildings respectfully recommends, after due and careful consideration, that the request for project funds to be transferred from the Parker Varney project to the Highland Goffs Falls project, be referred to the Committee on Community Improvement.

(Unanimous vote)

Respectfully submitted,


Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held February 3, 2009 on a motion of Alderman Lopez, duly seconded by Alderman Shea, it was voted to refer to the Committee on Community Improvement.


Acting City Clerk

CORZILIUS MATUSZEWSKI KRAUSE ARCHITECTS, P.A.

**Manchester Schools Open Concept Classroom Conversion
Highland Goffe's Falls Elementary School
Joint School Building Committee, January 22, 2009**

Highland Goffe's Falls is the third of five schools scheduled for conversion of Open Concept to traditional, enclosed classroom schools. Parker Varney, a design-duplicate to Highland Goffe's Falls was converted in the summer of 2006, The Green Acres Library was enclosed in the summer of 2007. Highland Goffe's Falls is scheduled for construction in the summer of 2009. Webster School and Beech Street Schools remain to be scheduled.

Project Scope: As with Parker Varney, the scope of work at Highland Goffe's Falls includes the erection of walls to convert the open concept classrooms to standard classroom with new doors and hardware. Other updates include white marker boards and tack boards in the classrooms, along with coat hooks and cubbies in the classrooms. New stair towers will be constructed at each end of the building, fire suppression systems, or sprinklers, will be installed. Other upgrades to the school include new mechanical ventilation systems, and energy-efficient, bright lighting. Several pricing alternates will be considered, including:

1. Operable Panel Partitions, allowing two classrooms to be opened into one.
2. Removal of existing rubber roof, and replacing it with a new PVC roof.
3. Re-finishing of the first floor corridor glazed block with a liquid applied, hard finish
4. Refinish the Parent Center rooms.
5. Addition of Controls for corridor lighting, operated by a programmable lighting control system with off-site monitoring and control.

Schedule: The design is underway at this time. Contractor prequalification packages have been received and have been reviewed. Nine General Contractors have been identified as qualified to bid on this project. General Contractor bidding of this project will take place in the winter of 2009, commencing January 26 through February 17. With successful receipt of bids, and prompt contract award, construction is scheduled to start in the spring of 2009.

Financial: \$2,775,742 is budgeted overall.

JOINT SCHOOL BUILDING COMMITTEE

HIGHWAY DEPARTMENT / PROJECT FINANCIAL REPORT

20-Jan-09

OPEN CONCEPT SCHOOL ELIMINATION -HIGHLAND GOFFES FALLS

\$2,775,742.50

FUNDING	SOURCE:	
FY09 Bond	310209	\$2,750,000.00
FY02 Bond	310402	\$25,742.50

AUTHORIZED VENDOR DESCRIPTION AND APPROVAL DATE	BUDGET	AMOUNT ENCUMBERED	PERCENT COMPLETE	AMOUNT EXPENDED	RETAINAGE HELD
CMK Architect - Highland Goffes Falls Design, Bidding, Construction & Completion	\$25,742.50	\$25,742.50	0%	\$0.00	
Sub-Total Architect Contract	\$25,742.50	\$25,742.50	0%	\$0.00	
FY09 Bond Contractor - Highland Goffes Falls					
Sub-Total HGF Contract	\$0.00	\$0.00		\$0.00	\$0.00
Contingency - Highway Union Leader Corp- News ad RFQ Contractors	\$164.69	\$0.00	100%	\$164.69	
Contingency to Date	\$164.69	\$0.00		\$164.69	

CONSTRUCTION UNCOMMITTED	\$2,749,835.31			
ENCUMBERED/EXPENDED TOTAL	\$25,907.19	\$25,742.50		\$164.69
TOTAL	\$2,775,742.50			

CORZILIUS MATUSZEWSKI KRAUSE ARCHITECTS, P. A.

**Report to the Joint School Building Committee
City of Manchester, Manchester School District
January 22, 2009**

Manchester School of Technology
Additions and Renovations
530 South Porter Street
Manchester, NH 03103

Karen White, Principal

1. Receipt of Bids, Award of Contract:
 - a. On Thursday, May 15, Bid Proposals were received and the contract for construction awarded to Eckman Construction. Work began immediately, and continues on to date. Eckman Construction will remain on site, continuously until the entire project is completed, mid-August, 2009.
2. Project Scope and Schedule:
 - a. Project scope remains as outlined in the presentation to the Building & Sites Committee and the City of Manchester 1 ½ years ago.
 - b. Phase 1, work to commenced immediately, and was completed by August, 2008. Work includes:
 - i. Site work, including relocation of utilities, storm drainage, etc. to allow the expanded Auto Tech has been constructed. The parking lots have been almost doubled in size from 172 spaces to 324 spaces. Driveways have been re-constructed. A portion of the east parking lot is currently being used by Eckman as a staging area.
 - ii. Wing A- The existing PASS classrooms have been converted to Graphics. The existing Print Shop in Wing B has been converted to PASS classrooms.
 - iii. Wing A- Renovation to the Landscape/Horticulture area has taken place.
 - c. Phase 2, work commenced immediately upon awards, and is Substantially Complete. The Auto Tech and Collision programs, and the Administration have moved to their new facilities before the Holiday break. This work includes:
 - i. Wing E- Auto Tech and Collision Expansion...new construction.
 - ii. Wing D-1 – New Administrative Offices...new construction.
 - d. Over the holiday break, some areas of B Wing have been re-carpeted, and re-painted.

- e. Beginning in January, and continuing through February, renovations will continue on the existing Auto Tech lab, readying it for occupancy for early spring.
- f. Phase 3, commencing in January 2009, completed in May 2009:
 - i. Wing E- Convert existing Shop areas to Cosmetology. Underway is the demolition of the old Machine Shop, and Sheet Metal and Welding Shops, to convert them to Cosmetology classrooms and salon. This work is expected to reach completion in the spring. Presently, a Cosmetology classroom has relocated to the Administration wing.
- g. Phase 4 and 5, commencing in June 2009, completed August 2009:
 - i. Wing B- Convert existing Administration to Marketing.
 - ii. Wing D- Convert existing Marketing to Intro. to Culinary Arts
 - iii. Wing A- Expand Design Communications
 - iv. Wing C- New Vestibule at Early Childhood; Convert PASS offices and Cosmetology to Public Safety and Health Science
 - v. Wing F- Convert Plumbing, Carpentry to new Lecture Quad and Plumbing Labs.
 - vi. Site work- Complete site work with final paving and work at existing modular classrooms.
- h. 18,750 sq. ft. has been added to the existing 107,558 sq. ft., resulting in a new facility of 126,308 sq. ft. The entire building will be renovated- some areas will receive nominal renovations, Fire Alarm, painting, etc.; some areas, as noted above will receive substantial renovations.
- i. Equipment- A limited scope of equipment was included in the Contractor's Bid Documents. Karen White has assembled equipment lists, and bidding and contracts have been awarded for equipment to Video Production, Horticulture/Landscaping, Graphics. The equipment lists and bidding continues, and is scheduled for completion within the next few months.

3. Financial:

- a. The project is approximately 68% complete through its contract value.

JOINT SCHOOL BUILDING COMMITTEE

HIGHWAY DEPARTMENT / PROJECT FINANCIAL REPORT

20-Jan-09

MANCHESTER SCHOOL OF TECHNOLOGY
RENOVATIONS AND EXPANSION PROJECT

\$10,010,120.00

FUNDING SOURCE:		
FY02 Bond	Proj.# 310402	\$110,120
FY08 State	Proj.# 310308	\$7,425,000
FY08 Bond	Proj.#310308	\$2,475,000

AUTHORIZED VENDOR DESCRIPTION AND APPROVAL DATE	BUDGET	COMMITTED	AMOUNT ENCUMBERED	PERCENT COMPLETE	AMOUNT EXPENDED	RETAINAGE HELD
CMK Architects						
Schematic Design Phase(FY02 Bond)	\$580,600.00					
Design through Completion Phases	\$110,120.00		\$0.00	100%	\$110,120.00	
	\$440,480.00		\$132,144.00	70%	\$308,336.00	
Architect Sub-Total	\$550,600.00	\$0.00	\$132,144.00	76%	\$418,456.00	
Construction Administration - City						
FY08 City Administration	\$110,000.00					
FY09 City Administration	\$48,086.38		\$0.00	100%	\$48,086.38	
	\$61,913.62	\$61,913.62		0%		
Construction Administration Sub-Total	\$110,000.00	\$61,913.62	\$0.00		\$48,086.38	
Construction						
Eckman Construction Contract	\$6,973,110.00				\$622,900.37	
Base Contract - Alternates 1,3,4,6,7,8,9,&11	\$6,973,110.00		\$2,581,191.02	63%	\$4,391,918.98	\$439,191.99
CO#1 Credit, Roofing Insulation Reuse	(\$102,089.00)		(\$102,089.00)	0%		\$0.00
CO#2 Unsuitable Building Foundation Soil, Repair Wiring, Modify Baseboard & Construct Drywall	\$3,993.00		\$0.00	100%	\$3,993.00	\$399.30
CO#3 Replace Unsuitable Materials @ So. Drive	\$4,000.00		\$0.00	100%	\$4,000.00	\$400.00
CO#4 Complete Work @ Revised CB	\$3,247.00		\$0.00	100%	\$3,247.00	\$324.70
CO#5 Remove Transite Pipe @ Automotive & Rim	\$2,736.00		\$0.00	100%	\$2,736.00	\$273.60
CO#6 Replace Unsuitables East Parking Lot	\$22,690.00		\$0.00	100%	\$22,690.00	\$2,269.00
CO#7 Abate Vinyl Tile in Rm 113	\$3,468.00		\$0.00	100%	\$3,468.00	\$346.80
CO#8 Relocate Heaters & Add Flag Pole Light	\$4,190.00		\$578.00	86%	\$3,612.00	\$361.20
CO#9 Paint Rms, Ballvalves & Data Pass	\$3,464.00		\$0.00	100%	\$3,464.00	\$346.40
CO#10 Rm B104 Two Telepoles w/Outlets	\$4,726.00		\$0.00	100%	\$4,726.00	\$472.60
CO #11 Reset Granite, Yeaton Controls	\$4,751.00		\$0.00	100%	\$4,751.00	\$475.10
CO#12 Fire Alarm Additions, Yeaton Controls	\$3,874.00		\$1,372.00	65%	\$2,502.00	\$250.20
CO#13 Communications, Trees & ACT in Rm A113	\$4,661.00		\$0.00	100%	\$4,661.00	\$466.10
CO#14 Revised Breaker at MDP, Paint Frames	\$4,806.00		\$0.00	100%	\$4,806.00	\$480.60
CO#15 Additional work in Rm A121	\$3,927.00		\$0.00	100%	\$3,927.00	\$392.70
CO#16 Additional work in Rm A107	\$4,941.00		\$3,445.00	30%	\$1,496.00	\$149.60
CO#17 Roof at Parapet, Relocate Telephone Panels	\$3,941.00		\$0.00	100%	\$3,941.00	\$394.10
CO#18 Trap Pnmers, Add Phone Lines, Vest Cig.	\$4,367.00		\$2,779.00	36%	\$1,588.00	\$158.80
CO#19 Accent Walls, Flashing, Sills, Trap Covers.	\$4,997.00		\$3,570.00	29%	\$1,427.00	\$142.70
CO#20 Corr, G135, Light Shell, Grab Bars, G167	\$4,505.00		\$1,184.00	74%	\$3,321.00	\$332.10
CO#21 Roof at Parapet, Relocate Telephone Panels	\$4,902.00		\$4,902.00	0%	\$0.00	\$0.00
Construction Subtotal	\$6,973,297.00	\$0.00	\$2,496,932.02		\$4,476,274.98	\$447,627.50
Equipment						
Access A/V, LLC -Audio Visual Equipment	\$750,000.00	\$557,081.38				
Patriot Welding - Lab Desks	\$159,859.00		\$50,208.00	67%	\$106,751.00	
Aubin Woodworking - Desktops & Countertops	\$12,600.00		\$0.00	100%	\$12,600.00	
Aubin Woodworking - Bookcases	\$4,685.00		\$0.00	100%	\$4,685.00	
Sears - 22 Cu.Ft. Refrigerator	\$3,386.00		\$0.00	100%	\$3,386.00	
Gov Connection - Network Adapters	\$1,349.99		\$0.00	100%	\$1,349.99	
WB Mason, Admin Furniture	\$7,707.00		\$0.00	100%	\$7,707.00	
Union Leader- RFP Manufacturing Equipment	\$3,034.00		\$295.00	90%	\$2,739.00	
	\$197.63		\$0.00	100%	\$197.63	
Equipment Sub-Total	\$192,918.62	\$557,081.38	\$63,603.00		\$139,415.62	
Testing and Miscellaneous Per Joint Mtg 6/01						
Miller Engineering - Testing & Inspection Services	\$75,000.00	\$43,662.50				
Scott Lawson - Materials Testing	\$30,000.00		\$4,303.58	86%	\$25,696.42	
	\$1,337.50		\$400.00	70%	\$937.50	
Testing & Misc. Sub-Total	\$31,337.50	\$43,662.50	\$4,703.58		\$26,633.92	
Contingency > \$5,000 needs Joint Approv						
Union Leader-Newsad Prequalification Contractors	\$1,225,000.00	\$1,205,739.85				
Bob's Locksmith - Rekey 3 Doors for Computer Rms	\$154.15		\$0.00	100%	\$154.15	
Bob's Locksmith - Replace 3 cylinders in Cosmology	\$187.00		\$0.00	100%	\$187.00	
Union Leader-Newsad Video Equipment	\$100.00		\$0.00	100%	\$100.00	
Robt Hall Int'l - Temp labor to Move Computers	\$177.86		\$0.00	100%	\$177.86	
TNT Install Communications Cable	\$2,688.00		\$636.00	76%	\$2,052.00	
TNT Portable Comm Work	\$2,014.00		\$0.00	100%	\$2,014.00	
Fast Signs - 14 signs	\$85.00		\$0.00	100%	\$85.00	
United Oil Recovery - Dispose Oil Auto Lift Pits	\$363.50		\$0.00	100%	\$363.50	
Home Depot - Containers to Remove Photo Chemicals	\$368.34		\$0.00	100%	\$368.34	
College Bound Movers - Move Rooms	\$38.74		\$0.00	100%	\$38.74	
G.A. Lafamme - Wire Temp Power for Automotive	\$1,675.00		\$0.00	100%	\$1,675.00	
G.A. Lafamme - Install circuit for drill press/grinder	\$780.36		\$0.00	100%	\$780.36	
Della Mechanical - Condensing Unit for Horticulture	\$1,448.18		\$0.00	100%	\$1,448.18	
Leblancs Hardware - Keys for Project	\$4,780.00		\$0.00	100%	\$4,780.00	
G.A. Lafamme - Wire RTU and Controls	\$15.60		\$0.00	100%	\$15.60	
G.A. Lafamme - Bypass Dimmers in Video Production	\$425.36		\$0.00	100%	\$425.36	
Safety Keen - Photo Shop Fuel Removal	\$167.50		\$0.00	100%	\$167.50	
PSNH - Emergency Repairs to Light Poles	\$451.79		\$0.00	100%	\$451.79	
TNT Move Phonelines during School Break	\$1,103.77		\$0.00	100%	\$1,103.77	
	\$2,235.00		\$2,235.00	0%		
Contingency Sub-Total	\$19,260.15	\$1,205,739.85	\$2,871.00		\$16,389.15	

TOTAL UNCOMMITTED \$326,313.00
 ENCUMBERED/EXPENDED TOTAL \$9,683,807.00 \$1,868,397.35 \$2,690,153.60 \$5,125,256.05
 TOTAL \$10,010,120.00

15-22



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Leon L. LaFreniere, AICP
Director

Planning & Land Use Management
Building Regulations
Community Improvement Program

Staff to:
Planning Board
Zoning Board of Adjustment
Heritage Commission
Millyard Design Review Committee

April 10, 2009

Alderman Michael Garrity, Chair
Committee on Community Improvement
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Re: *CIP Cash & Bond Balances*

Dear Chairman Garrity:

We have reviewed the open bond balances and cash balances of CIP projects, provided to us today by the Finance Department, and concur with the numbers that are shown.

Additionally, in reviewing the CIP tabled items on the most recent Finance Committee Meeting Agenda (4/7/09), we observed that CIP Project #510807 (a cash project) is not shown. While this project was on our original list of requested extensions, it appears to have been omitted when the list was transcribed to the Board's agenda. We are enclosing a copy of the extension list with updated balances. This particular project was one of three CIP cash projects that were *not* on the list of cash projects to be transferred to the contingency fund.

Should the Committee have additional questions, CIP staff will be available at the next CIP meeting.

Respectfully submitted,

Pamela H. Goucher
Deputy Director, Planning & Zoning

copy: Leon L. LaFreniere, AICP

enclosure

15-23

MEMORANDUM

To: Committee on Community Improvement Program

From: Leon LaFreniere, AICP
Planning and Community Development Director

Date: April 10, 2009

Subject: Project Extensions

The following projects are requested to be extended until June 30, 2009:

<u>Year</u>	<u>Fund Type</u>	<u>Project #</u>	<u>Project Name/Department</u>	<u>As of April 6, 2009 Balance/Encumbrance</u>
2008	CDBG	212708	New Citizen Assimilation Initiatives-Planning	\$ 13,418.00
2008	State	214008	Cities Readiness Initiative-State	\$ 3,740.65
2008	State	214108	Naccho Accreditation Improvement-Health	\$ 2,499.26
2008	Federal	410008	Homeland Security Grant-Fire	\$ 6,661.99
2008	CDBG	511008	Martineau Park-Parks	\$ 37,603.04
2008	CDBG	610408	Concentrated Code Enforcement-Building*	\$ 29,341.63
2008	CDBG	611408	Manchester Micro Enterprise Program-MicroCredit	\$ 2,000.00
2008	CDBG	611608	Neighborhood Pride-Business Incentive-MEDO	\$ 125,000
2008	CDBG	710508	School Sidewalk Program-Highway	\$ 12,044.45
2008	CDBG	810008	ADA Compliance-Planning	\$ 75,000
2008	CDBG	810108	Community Development Initiative-Planning	\$ 4,370.06
2008	State	810808	Vista Initiative Program-Health	\$ 132,249.91
2007	State	210607	School Based Dental Services-Health	\$ 6,902.17
2007	State	412407	Public Safety Interoperability-Fire/Police	\$ 3,409.25
2007	State	412607	Security Fiber Connections Project-Fire	\$ 87,613.24
2007	Cash	510807	Park Improvement Program-Parks	\$ 1,860.00
2007	NH DOT	510907	Parks improvement Project	\$ 390,359.21
2007	ST/FED	511407	Black Brook Dam Removal (Watershed Rest.)	\$ 96,135.13
2007	ST/FEMA	511607	Bass Island Flood Damage	\$ 683.82
2007	CDBG	611507	Revolving Loan Fund-MEDO	\$ 19,351.26
2007	CDBG	710807	School Sidewalk Program-Highway	\$ 81,896.52
2007	Cash	710907	Annual Bridge Maintenance-Highway	\$ 18,326.64
2007	CDBG	810807	Master Plan Support-Planning	\$ 31,213.74
2007	CDBG	810907	Neighborhood Revitalization/CBD Impr.-Planning	\$ 160,327.69
2006	Federal	410006	Mobile Data Terminal/AVL'S-Fire	\$ 1,726.47
2006	CDBG	612406	Neighborhood Revitalization Program-MEDO	\$ 32,457.67
2006	CDBG	810306	Economic Development/Master Plan-MEDO/Planning	\$ 1,578.44
2006	CDBG	810606	ADA Compliance-Planning	\$ 14,117.90
2000	Cash	650300	Hacket Hill Development-MEDO	\$ 418,264.34

* Budget authorization to be revised from Building Department Administration to Planning and Community Development Department.

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

The Committee on Joint School Buildings respectfully recommends, after due and careful consideration, that the following projects:

Life Safety-MFD, Required Corridor Doors, Holders, and Closers
Life Safety-MFD, Required Sprinkler Installation – Webster School
Life Safety-MFD, Required Bathroom Separation

be referred to the Board of Mayor and Aldermen for funding.

(Unanimous vote)

Respectfully submitted,



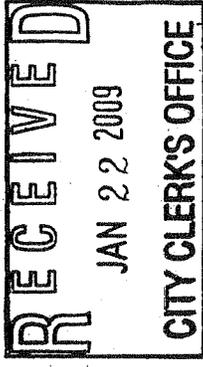
Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held February 3, 2009 on a motion of Alderman Lopez, duly seconded by Alderman Shea, it was voted to refer to the Committee on Community Improvement.



Acting City Clerk

MANCHESTER SCHOOL DISTRICT
CIP PRIORITY LIST AS VOTED BY THE BOSC 1/12/09
FY10 AND FY11 BUDGET



Project	Dept	City FY10	Federal FY10	City FY11
1 Life Safety-MFD, Req. Corr. Doors, Holders, Closers	Facilities	308,000		210,000
2 Life Safety MFD, Webster Required Sprinkler Install	Facilities	189,000		
3 Life Safety MFD, Recommended Sprinkler Install	Facilities	567,000		512,000
4 Replace Ten (10) Type C School Buses	District	796,446		836,268
5 Life Safety MFD, Required Bathroom Separation	Facilities	19,440		
6 New Preschool, Warehouse, Admin Facility	Facilities	10,000,000		
7 Potential new Elementary School	Facilities			16,000,000
8 Bakersville ADA Elevator Addition	Facilities		730,000	
9 ADA Door Hardware & Accessories	Facilities		450,000	
10 Open Classroom Elimination, Beech	Facilities			
11 Open Classroom Elimination, Webster	Facilities	2,970,000		
12 Gossler/Parkside Rehabilitation	Facilities	621,000		
13 Parker Varney Design	P&R	1,800,000		
14 Central James H.S. Roof Replacement	P&R	65,000		
15 Central Classical H.S. Roof Repairs	Facilities	730,000		
16 Beech, Replace Roof over Kitchen	Facilities	550,800		
17 Memorial H.S. Roof Top Units Boys/Girls (Venmar)	Facilities	49,500		
18 State Mandated Oil Piping Upgrades 11 schools, Cash	Facilities	66,000		
19 School Cash Maint Projects	Facilities	81,000		90,000
20 Bakersville, Design & Replace Windows, Waterproofing	Facilities	494,500		
21 Webster Design & Window Replacement	Facilities	20,000		800,000
22 West High, Makin, Design & Window Replacement	Facilities	21,500		500,000
23 West High, Domestic Water Renovations	Facilities	20,000		520,000
24 Central High, Domestic Water Renovations	Facilities	120,000		
25 West High, Design & Replace Boilers	Facilities	120,000		
26 Webster, Install Backup Boiler	Facilities	75,000		400,000
27 Wilson, Install Backup Boiler	Facilities	55,000		
28 Bakersville, Multi Purpose Floor Replacement	Facilities	59,400		
29 McDonough, Design & Hallway & Bathroom Floors	Facilities	75,600		
30 Weston, Hallway and Gym floors, VCT	Facilities	20,000		320,000
31 McDonough Exterior Lighting, (PSNH?)	Facilities	10,000		50,000
32 Wilson, Add ACT ceiling and lighting in addition	Facilities			
33 Jewett, Dimmer Switch's and controls on Stage Lighting	Facilities			35,000
34 West High, Media Center, HVAC Air Cond	Facilities	3,000		
35 Hillside, HVAC in Band Room.	Facilities	80,000		
36 Bakersville, Replace Heating Unit with HRU	Facilities			45,000

16-2

**MANCHESTER SCHOOL DISTRICT
CIP PRIORITY LIST AS VOTED BY THE BOSC 1/12/09
FY10 AND FY11 BUDGET**

<u>Project</u>	<u>Dept</u>	<u>City FY10</u>	<u>Federal FY10</u>	<u>City FY11</u>
37 Hallsville UST Repairs/Replace	Facilities	20,000		
38 McDonough, New Lockers	Facilities	125,000		
39 Green Acres, Cabinetry Renovations 30 Classroom	Facilities	90,000		
40 Hallsville, Addition to remove portable.	Facilities			1,000,000
41 Wilson, Add Adult Bathroom	Facilities			18,000
42 Webster, Office Renovations	Facilities			20,000
43 Beech, Basement Remove old shower room and fitup.	Facilities			23,000
44 Northwest, New Cabinets in Kindergarten	Facilities	51,840		30,000
45 Southside, Food Lab, Renovations	Facilities			
46 Southside, Storage Areas near gym.	Facilities			
47 Weston, Library, Walls and Electric	Facilities			
48 Hillside Jr. High Athletic Field Rehabilitation	P&R	650,000		80,000
49 Clern Lemire Sports Complex Phase 2	P&R	1,850,000		
50 Highland Goffs Falls Athletic Field	P&R	35,000		
51 Central High Track Rehab at Livingston Park	P&R	350,000		
52 Replacement of Artificial Surface at West	District			500,000
53 Security Upgrades for Alarm Systems	HR	100,000		
		<u>\$23,259,126</u>	<u>\$ 1,180,000</u>	<u>\$22,034,268</u>

16-3

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

The Committee on Joint School Buildings respectfully recommends, after due and careful consideration, that the Life Safety (MFD) project recommending sprinkler installation at the Smyth Road, Jewett Street, Gossler, Bakersville, Hallsville and Wilson Street schools be referred to the Board of Mayor and Aldermen for funding.

(Unanimous vote)

Respectfully submitted,



Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held February 3, 2009 on a motion of Alderman Lopez, duly seconded by Alderman Shea, it was voted to refer to the Committee on Community Improvement.



Acting City Clerk

In board of Mayor and Aldermen

Date: 12/16/08 On Motion of Ald. DeVries

Second by Ald. O'Neil

Voted Refer to Committee on Community Improvement


City Clerk

1/6/09 tabled

Report of the Mayor's Task Force on Housing December 2008

Task Force Members

Co-Chair – Frank C. Guinta; Mayor of Manchester

Co-Chair – Robert Tourigny; Executive Director; NeighborWorks Greater Manchester

David Cornell; Chairman; Assessors Office – City of Manchester

Ron Dupont; President; Red Oak Property Management

Mark Laliberte; Public Policy Advisor – Office of the Mayor

Nicholas Lazos, Esq.; Shareholder; Stebbins, Lazos and Van Der Beken, P.A.

Robert MacKenzie; Former Planning Director – City of Manchester

Sam Maranto; Planner; Planning Department – City of Manchester

William Sanders; Finance Officer; Finance Department – City of Manchester

Mike Skelton; Director of Economic Development and Advocacy;

Greater Manchester Chamber of Commerce

Linda Tremblay; Vice President; Citizens Bank

Table of Contents

Executive Summary.....3

Process of the Task Force.....4

Findings of the Task Force.....6

Recommendations.....11

Appendix 1 – Vital Statistics.....13

Executive Summary

Since the beginning of 2007, it has become apparent that the U.S. housing market has been in decline, with foreclosures increasing and sale prices decreasing. The unpredictability of fuel prices – for both homes and vehicles – as well as dramatically increasing food prices has led to fundamental change in how people determine where they live. These factors do not just affect purchased homes, but rental properties as well.

Manchester is not immune to these factors. Even though the city and the region may be in a better position than many parts of the country, there is still a need for action. Statistics show foreclosure numbers not seen in this area since the real estate collapse of the early-1990s. However, with the sub-prime loan collapse and many more homeowners unable to afford their mortgages, there are ramifications that were not experienced back in 1991.

This has also affected the rental market. Up until 2006, rental prices have gone up, making it more difficult for many to afford safe and secure residences. Since the end of 2006, rental prices have stabilized, but with the added costs of food and other essentials, the burdens for these families continue to climb. In turn, this has affected rental property owners. Many owners of one or two multi-family properties, looking to take advantage of low vacancy rates and increasing rents, purchased these properties – many with less than ideal financial and credit situations. Variable interest rate mortgages dramatically adjusted upward from 2006 to today. Many property owners that purchased properties with little or no borrower equity – essentially 100 percent financing – are unable to support their mortgages from the current rental income.

When fuel costs went up, rental prices declined and those with adjustable rate mortgages saw their monthly payments go up, what once seemed sound became financially unmanageable. The result has been more foreclosures, softening rents, plummeting purchase prices and numerous voices on how to address this issue within the city.

This issue is not unique to Manchester or to New Hampshire – in fact, many other regions of the country are doing much worse. In many urban areas across the country, foreclosure rates are reaching highs not seen in decades. For example, Wayne County, Michigan (Detroit Metro) had a foreclosure rate of one house for every 169 in May 2008 – which does not include short sales, those that were currently in foreclosure proceedings or those recently purchased at auction or through bank sales. San Joaquin County in California (Stockton and Lodi) has a rate of one foreclosure for every 76 homes. To put this in perspective, Hillsborough County had one home foreclosure for every 711 homes (second to Merrimack County – one foreclosure for every 680 homes). While these numbers are not as bad as other areas, they still must be addressed as part of a comprehensive housing plan.

Beyond fuel prices and the collapse of the sub-prime mortgage market, there have been many variables that have led to the city's current state:

- Multi-family property transfers peaked in 2005 and 2006 (536 and 538 respectively)
- Multi-family sales prices peaked in 2005 and 2006 (\$269,899 for a two-family and \$330,062 for a three-family)
- Revaluation of tax assessments occurred in 2006
- Vacancy rates exceeding 5 percent in 2006 (for the first time since the 1990s)

In the face of these issues, Mayor Guinta convened a group of city staff and leading business and housing voices in the city to address these issues. This report will address how to utilize these future HOME funds with some general recommendation to address the current funding and others to address how to spend these dollars in the future. The report will also go into depth regarding the current housing and demographic statistics and how they affect Manchester, as well as areas of concern as expressed by members of the task force and other speakers to the committee.

Process of the Task Force

On April 23, 2008, Mayor Frank Guinta convened a group to come together with a written plan that accomplishes the following:

- How to utilize Community Improvement Funds in regards to housing and how those funds could be used in the best interest in the city
- Convince our partners that the goals established by this committee and its subsequent report are in the best interest of all involved
- Develop policies that are pro-active and anticipate issues, rather than react to current issues
- Look at a long-term strategy for this committee that goes beyond the issuing of this report

Mayor Guinta appointed Robert Tourigny, Executive Director of NeighborWorks Greater Manchester, as the co-chair of the committee.

The group met nine times before the issuing of this report – the first three of the meetings were held at Citizens Bank, while the subsequent six were held at City Hall. In addition to the members listed on the first page of this report, Meena Gyawali (formerly of the Planning Department, now of the Manchester Economic Development Office) participated in the final meetings. Many members made all nine meetings and none missed more than three meetings.

From the second meeting up until the seventh, task force members were asked to submit information regarding demographic information about the area, rental and mortgage statistics and any other numbers that may be helpful to the committee. Much of that information is incorporated in the findings and in the Appendix.

It was also important for the committee to hear from housing advocates and developers to get a sense of what they were seeing within the community. Their input proved valuable in the development of this report.

The following accepted invitations to speak with the committee (Brady-Sullivan was also invited to speak with the committee). Between the committee members and the invited speakers, the committee felt like a comprehensive cross-section of the community had been consulted for this report:

- Dick Anagnost** – The Anagnost Companies (manages more than 700 units)
- Pierre Peloquin** – Peloquin Reality (owns 300 units, manages an additional 415 units)
- Mary Sliney** – The Way Home (assists more than 1,000 households annually)
- Richard Webster** – Manchester Housing and Redevelopment Authority (manages 1,300 public housing units and administers 1,800 assistance vouchers)

Following the completion of this report's first draft by Mark Laliberte, Tourigny made technical changes and sent the report out to the task force. Once that was completed, the task force met to make sure the report was accurate. Tourigny and Mayor Guinta will present this report to the Committee of Capital Improvement in December 2008.

18-5

Findings of the Task Force

1. The City of Manchester has an increasing vacancy rate, particularly in the inner city

In conversations with various landowners within the city, most of them have seen their vacancy rates go above what they deem to be comfortable (somewhere between 3 to 7 percent, depending on who you ask). While many larger property managers are either at the high end of comfortable or at a vacancy rate that is slightly too high for their comfort level, it is apparent that smaller property-owners are seeing vacancy rates much higher than their property can support.

For example, Ron Dupont of Red Oak Realty stated at the May 21, 2008, meeting of the task force that the vacancy rate for many larger property owners that he surveyed was about 8.8 percent in May (2,551 rented units, 247 vacancies). This is above the 5 percent he states as ideal (allowing these owners to renovate and update properties when they are vacated). However, in what would be considered "urban" areas of the city, that vacancy rate was around 15 percent and up to 20 percent – which is much higher than comfortable. In addition, it is believed that due to the falling prices for multi-family properties and the increase in foreclosures of said properties, that the vacancy rate for properties owned by low-level investors is even higher.

To entice more people into units, many of the larger property owners are offering incentives such as free first-month of rent or free utilities (such as heat). In addition, many developers are looking outside of Manchester to build new properties. As stated by Dick Anagnost in his meeting with the committee, there is a scarce amount of land to build new housing in the city and he is actively looking at adjacent communities like Londonderry to build new housing stock.

2. Manchester's rents are going down after a high in 2005

According to the New Hampshire Housing Finance Authority, the average rent in Manchester peaked at \$1,046 for the average two-bedroom home in 2005. Before this, rents saw a sharp spike from \$794 in 2000 to \$1,036 in 2004. After a slight decline in 2006, rents tumbled in 2007 to \$980 for the average two-bedroom. However, anecdotal data suggests that rents may be lower than this in 2008.

On the face, this is not be all bad news. Many social-service advocates have said that rents in Manchester were pricing out the average resident or family in the city. According to HUD, the median income in Manchester for a four-person family was \$50,404. If the average rent in Manchester was \$1,046 that same year, then 25 percent of a family's income was going toward rent. However, considering that the income of a renter is likely going to be less than a homeowner, renters are likely spending more than 30 percent of their income on rent. Factor in fuel costs, which began going up in 2005, and these housing costs are unsustainable for many Manchester families.

3. The foreclosure rate in Manchester is as high as its been seen since the early-1990s

In numbers reported from real-data.com, the number of foreclosed properties in Manchester as of November 2008 is higher than at any time since the Web site started tracking numbers in 2000. Going back further, the Mortgage Bankers Association – cited in a June 2008 report by the Federal Bank of Boston – show that foreclosures have not been this high since 1993.

At that time, the state and city were still recovering from the federal takeover of five Manchester-based banks. There were 281 foreclosures that occurred in Manchester from January 2008 through November 21, compared to 705 foreclosures in this region. 40 percent of all foreclosures in the region occurred in the City of Manchester. Forty-six percent of all housing units in the region are in Manchester. In the first 11 months of 2008, there has been a 50 percent increase in the number of foreclosed properties versus the same time in 2007. These numbers are also verified by looking at the legal notices in the *New Hampshire Union Leader*, which has seen a profound increase in foreclosure notice listing in its pages since last year – the predominance of which are from Manchester and its surrounding communities.

In following up with the first two findings, many first-time property owners or those that own one or two properties found that the market forces that led to decreases in rent were counter to the investor's ability to pay the mortgage. Add to this the massive increase of fuel oil prices since 2006, which jumped to more than \$4.00/gallon in June 2008, and many property owners faced a dilemma: Pay the renters' heat as an incentive, which doubled in the past two years; or not offer free heat and face an enhanced risk of vacancy. This led to many investors losing their property or not investing in needed repairs to properties, making them run-down.

Many experts in the housing and real estate field believe that the bottom hasn't been reached in regards to foreclosures.

4. The number of Manchester residents considered low-income or lower-middle income has increased, while the overall population of Manchester has declined.

Certainly, the biggest surprise and the most important statistic that came out of the meetings is that the low-income population is rising in the city. Initial HUD data provided to the committee by the city planning office indicated an increase in the low-moderate income (LMI) population. The LMI population is defined as having income levels below 80 percent of the area median income. In 1990 42.6 percent of the city's population met the LMI criteria. In 2005, the LMI population rose to 49.9 percent. In 2007, the figure was at 52.2 percent of the population. Given the concern raised by this trend, the committee sought to fill in the gaps for the missing years as well as compare the trend to other cities. The statistic has proven to be difficult to gather and not readily available. Therefore, the committee elected to look at poverty data as a national standard with readily available information.

According to numbers provided to the committee by the Nashua Regional Planning Commission and the U.S. Department of the Census American Factfinder, Manchester is seeing an increase in families below poverty. This is counter to the trend in the state's second-largest city, Nashua.

Comparison of families below poverty between Manchester and Nashua

Families below poverty	1999/2000	%	2006	%	2007	%
Manchester	2,023	7.70%	2,416	9.80%	3,032	11.90%
Nashua	1,119	5.00%	1,130	5.30%	987	4.40%

18-7

Meanwhile, the population of Manchester has declined, albeit slightly. According to the New Hampshire Office of Energy and Planning, Manchester had a population of 109,364 as of July 1, 2006. However, on July 1, 2007, the population dropped to 108,580 – a decrease of 784 people or 0.7 percent. This is a reversal of the slow, consistent growth the city had seen since the 2000 U.S. Census report.

A tangible way to understand this number is to look at the waiting list for housing and vouchers at the Manchester Housing and Redevelopment Authority. As of July 2008, they had a waiting list of 9,600 applicants for housing subsidy. More importantly, the average applicant in 2008 the average income for residents within MHRA's properties had an adjusted median income that was 23 percent of median. In 2002, this number was 37 percent.

This may be one reason to explain why, despite rents going down and more landlords offering incentives to potential tenants, that the vacancy rate is rising. While rents may be decreasing, the cost of fuel and other goods and services have increased. The population that is leaving is often those that cannot afford to live in the city, and, according to the property owners that spoke to the committee, they are seeing more people living in each unit, essentially "doubling-up." This allows for more people to share the cost of expenses without having to pay separate rent.

5. Manchester provides much more of its share of "affordable" housing as compared to the surrounding communities.

According to a study by the Southern New Hampshire Planning Commission, Manchester and Derry are the only two communities within the commission's district to provide sufficient workforce housing. In its 2005 housing assessment for the region, SNHPC created a statistic called "fair share" housing, which is the amount of housing that should be available in communities for renters that are less than 80 percent of Area Median Income (AMI) and pay more than 30 percent of household income into housing.

The assessment looks at the 13 communities in the region consisting of Auburn, Bedford, Candia, Chester, Deerfield, Derry, Goffstown, Hooksett, Londonderry, Manchester, New Boston, Raymond, and Weare. According to the projections in the study, 13,106 housing units fall into the category of being affordable to renters below 80 percent of AMI. The assessment then spreads those units out throughout the region as a percentage of units in each town to demonstrate what the "Fair Share" should be. Manchester and Derry are the only jurisdictions which meet the "Fair Share" test. In fact, Manchester exceeds its fair share by more than 100 percent. Of the designated affordable units in the region, 34 percent should be Manchester's "Fair Share." In fact, the total for Manchester is 78 percent.

More detailed data from the study is available online at: http://snhpc.org/pdf/House_Assess.pdf

6. New laws in New Hampshire have put the spotlight of lead mitigation in Manchester – and the cost to address it.

In 2007, the New Hampshire Legislature passed and Gov. John Lynch signed Senate Bill 176. This new law was “relative to lead paint poisoning and establishing a commission to study the current childhood lead poisoning prevention law, policies, and standards.”

The new law does the following:

- Lowers the blood lead level that determines when a child is lead poisoned from 20 to 10 micrograms per deciliter of blood;
- Allows the commissioner of the department of health and human services to inspect other units of a multi-unit dwelling when a child has been found to be lead poisoned in one of the units;
- Extends the time that interim controls may be used as an alternative to lead hazard abatement under certain circumstances; and
- Establishes a commission to study the current childhood lead poisoning prevention law, policies, and standards

As expected, this is an issue of great importance to property owners. As stated by Dupont, “The cost to de-lead units can be debated. However, certainly most units that I have recently been made aware of (needing lead mitigation) are closer to \$25,000 per unit rather than the \$8,100 per unit that the City of Manchester states. If the average multi-unit in the city is 5 units and there are 100 cases of lead poisoning and the cost to remove lead is \$25,000 per unit the total cost of lead removal in Manchester alone will be approximately \$12.5 million a year.”

It should be noted that this is the experience of one developer in the city. The cost to remove or encapsulate lead in a property varies widely by property.

It should also be noted that Dupont praises Tim Soucy, the Director of the Health Department, for “making a great decision by sending the two immigrant agencies in the state a letter that directed them do all possible to find housing that was lead safe.”

According to the Manchester Health Department, there were seven instances of elevated lead levels in children in 2007. As of July 2008, there were nine cases.

7. The owners of many properties susceptible to becoming run-down or lost to foreclosure are not prepared to handle harsh winters or higher heating costs

Most dwelling units in Manchester are heated by oil or natural gas. Even with the recent slide of crude prices, this may still be a serious challenge for homeowners and renters in the City and will be a major factor in reducing the affordability of housing for many households.

Of particular concern will be the oncoming winter when the rate shock will be most intense. While the current prices have moderated, the long-term trend could continue upwards. This will be most felt in those older structures that tend to have inadequate insulation, outdated heating systems and are likely less energy efficient.

8. The overall housing issues that concern Manchester went beyond the scope of the task force, but its findings laid the groundwork for a committee that can address the issue.

The work of this committee was consistent and addressed numerous issues. However, its charge was to address specifically the issue that Mayor Guinta charged it to do, which was to determine how to spend HOME funds within CIP.

During the task force's meeting, it became apparent that the work of this group would be beneficial to a long-term study of housing and demographic trends and estimates for the city. It also became apparent that a group like this – consisting of staff, residents and business leaders – would be beneficial to the Board of Mayor and Aldermen as well as city staff, as it could provide comprehensive and Manchester-centric housing research for the city. Most information available to the city is either partial in its scope (i.e. refers to Hillsborough County or Southern New Hampshire); outdated (i.e. numbers come from Census 2000 or, like median income, updated less than yearly; or are difficult to obtain (i.e. Real-Data.com requires a subscription to obtain numbers about foreclosures). However, a committee like this with its blend of participants would be able to obtain the most up-to-date and drilled-down numbers.

18-10

Recommendations

1. Until the market dictates it, no CIP funds should go toward the new development of properties. That time does not appear to be in the near future.

As stated by developers, city staff and others, city funds would be most effective if directed to address the condition of existing housing stock in declining neighborhoods, as opposed to creation of new housing stock. While \$400,000 is not a lot of money, it can make a difference in addressing many of the redevelopment needs in the city and can often be leveraged with funds from other non-profits and private organizations (which is what was done in Rimmon Heights on the West Side). For the past several years, the city has taken an active position in supporting new housing development. It was agreed that the city should not discourage new development by the private development community; however, at this point it does not need to subsidize those units.

2. HOME funds should be utilized in "at risk" or "fire line" neighborhoods within the city to "stabilize" them.

These neighborhoods stand between blighted and more economically secure neighborhoods within the city. However, the task force would ask the Planning Department to determine what neighborhoods would fall under the classification of "at risk."

3. In stabilizing these neighborhoods, the funds should be used in any combination of ways.

- Multi-family units to partake in weatherization or energy-efficiency rehabilitation;
- Healthy home projects, such as lead and asbestos mitigation
- Leveraging infrastructure improvements/neighborhood revitalization projects (i.e. Rimmon Heights)

The committee felt that addressing one of these three issues would provide the most impact for the city's money. For example, some in the task force felt that there is need for assistance on energy efficiency improvements to existing housing stock such as insulation, weather-stripping and efficiency improvements to heating units. However, others believe that providing increased assistance to provide lead paint abatement is also an important public goal. Because of the new emphasis to address lead issues, there was a need to make sure money was available to fund existing or new lead abatement programs.

In addition, the task force believed that addressing the at-risk neighborhoods also meant addressing the infrastructure of these areas. Since the Planning Department already has a template for how to address this (Rimmon Heights) and the city has reached out to HUD to address these areas (Granite Square), it makes sense to continue these programs.

18-11

4. Manchester should develop a mechanism to utilize the U.S. Department of Housing and Urban Development's Neighborhood Stabilization and "\$1 Good Neighbor" Programs

At the end of September 2008, the U.S. Department of Housing and Urban Development released about \$4 billion in funds for hard-hit neighborhood nationwide. Neighborhood Stabilization Program (NSP) will provide emergency assistance to state and local governments in the redevelopment of neighborhoods experiencing decline due to high foreclosure rates and subprime mortgage-related problems. New Hampshire, through the Community Development Finance Authority, will be receiving \$19.6 million for this program.

The program is designed to help address foreclosure problems in certain neighborhoods in order to make them more stable, sustainable, and competitive. The final program plan needs to be approved by HUD, who has made a commitment to all states to do so by mid February 2009.

New Hampshire communities with the highest rates of foreclosures, highest rates of subprime loans, and the highest likelihood of future high rates of foreclosures have been identified as Tier 1 and Tier 2 groups and are eligible to apply for funds. Tier 1 communities include: Berlin, Derry, Manchester, Nashua, and Rochester; and Tier 2 includes: Barnstead, Claremont, Farmington, Franklin, Hillsborough, Laconia, Newport, Ossipee, Pittsfield, Raymond, Wakefield, and Whitefield.

It is anticipated that NSP funds will be available to assist communities to purchase foreclosed and abandoned properties in order to revitalize neighborhoods through a combination of rehabilitation, affordable housing, removal of blight, creation of green space, commercial use, or other need in the community.

In addition, the city was made aware of HUD's \$1 Good Neighbor Program, which provides municipalities the opportunity to purchase property that has been foreclosed for \$1 and to utilize it as they wish.

It is imperative that city staff and the affected housing agencies develop a mechanism for the city or other entity to rehabilitate properties or tear them down, when appropriate.

5. This committee should become a standing board, as stated by Section 3.13 of the Manchester Charter, and advise the Board of Mayor and Aldermen on an annual or as needed basis.

Longer term, there will be a need for a more comprehensive strategy to help the city address the major changes in its housing stock. While this committee was able to research many of the housing issues, and, if asked by Mayor Guinta, will continue to look into these, the process should be formalized. We believe that a standing committee that is responsible for reporting to the Board of Mayor and Aldermen on an annual (or as needed) basis will allow policymakers the ability to have up-to-date information to guide them in their decisions. This will also assure that there is a committee that eyes the housing trends as well as keeps the lines of communication open between the city, property owners, and housing advocates.

18-12

Appendix 1 – Vital Statistics

City of Manchester	2000	2001	2002	2003	2004	2005	2006	2007	2008
Population (1)	107,219	108,122	108,143	108,725	109,117	109,460	109,497	108,580	
Number of Housing Units (2)	46,117	46,068	46,271	46,927	47,326	47,884	48,232		
Median Income (3)	\$40,774					\$50,404			
Households Below 80% AMI (4)						49.9%			52.2%
Households Below Poverty (9)	7.7%					9.5%	9.8%		11.9%
Median Purchase Price (2)	\$125,933	\$146,000	\$174,897	\$194,500	\$221,000	\$224,000	\$226,000	\$223,000	
Average Sales Price (5)		\$148,472	\$177,194	\$183,582	\$211,753	\$215,937			
Number of Homes Sold (5)		1,152	1,119	1,477	1,467	806			
Foreclosures (6)	37	21	16	14	19	22	84	188	281
Median 2 BR Rent (2)	\$794	\$925	\$999	\$975	\$1,036	\$1,046	\$1,041	\$980	
Rental Vacancy Rate (2)	0.8%	0.5%	1.7%	2.0%	4.3%	4.2%	5.2%	5.5%	
SF Building Permits (2, 8)	126	79	161	161	148	147	54	61	12
MF Building Permits (2, 8)	50	124	495	238	410	201	159	15	1
Total Assessed Property Value (7)	\$3,831,804,250	\$5,155,060,466	\$5,131,073,404	\$5,182,805,100	\$5,277,932,600	\$5,342,561,400	\$9,589,899,446	\$9,631,808,500	
Total MF Property Transfers (7)	221	306	302	461	489	536	538	424	185
Avg. 2 Family Sales Price (7)	\$120,007	\$148,910	\$190,236	\$222,997	\$242,804	\$269,899	\$261,637	\$236,844	
Avg. 3 Family Sales Price (7)	\$129,092	\$165,364	\$243,778	\$273,671	\$317,034	\$330,624	\$315,628	\$281,834	
Avg. 4-8 Family sales Price (7)	\$141,391	\$201,462	\$318,231	\$362,453	\$394,041	\$413,648	\$414,142	\$351,964	

Data Source:

- (1) OEP SNHPC
- (2) NHHFA.ORG
- (3) JNH.GOV
- (4) Manchester Planning Dept.
- (5) NNEREN.COM
- (6) Real-Data.com as of 11/21/08
- (7) Manchester Assessors Office
- (8) Manchester Building Dept
- (9) U.S. Census American Factfinder

Manchester Region	2000	2001	2002	2003	2004	2005	2006	2007	2008
Population (1)	239,883	253,823	256,257	259,521	261,922	263,713	262,813		
Number of Housing Units (2)	96,868	97,868	98,991	100,534	101,840	103,409	104,443		
Median Income (3)	\$62,364	\$60,400	\$62,100	\$68,200	\$69,800	\$69,800	\$76,900	\$71,300	\$76,400
Households Below 80% AMI									
Median Purchase Price (2)	\$138,000	\$159,900	\$193,005	\$214,900	\$240,000	n/a	\$248,500	\$250,000	
Average Sales Price (5)		\$196,716	\$224,239	\$232,981	\$259,258	\$265,011			
Number of Homes Sold (5)		2,336	2,306	2,769	2,700	1,426			
Foreclosures (6)	86	57	41	52	49	72	222	463	705
Median 2 BR Rent (2)	\$799	\$943	\$1,003	\$984	\$1,036	\$1,046	\$1,041	\$1,005	
Rental Vacancy Rate (2)	3.1%	0.4%	1.7%	2.3%	4.5%	4.2%	4.9%	5.0%	
SF Building Permits (2)	1,101	958	984	854	842	552	460		
MF Building Permits (2)	219	143	542	432	686	466	387		

(1) OEP SNHPC

(2) NHHFA.ORG

(3) HUD Data

(5) NNEREN.COM

(6) Real-Data.com as of 11/21/08

18-14