**COMMITTEE ON COMMUNITY IMPROVEMENT**

**January 04, 2021** **5:00 p.m.**

Chairman Cavanaugh called the meeting to order.

Matthew Normand, City Clerk, stated due to the COVID-19/Coronavirus crisis and in accordance with Governor Sununu's Emergency Order #12 pursuant to Executive Order 2020-04, this Committee is authorized to meet electronically.

The Clerk called the roll.

Present: Aldermen Cavanaugh, O'Neil, Sapienza, Roy

Absent: Alderman Porter

Messrs.: A. Thomas, A. Aldenberg, L. LaFreniere, T. Fleming

4. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of $25,000 for CIP 211921 Public Health Preparedness.

***Alderman O'Neil*** *moved to approve.* ***Alderman Sapienza*** *duly seconded the motion. Chairman Cavanaugh called for a vote. The motion carried on a unanimous roll call vote.*

5. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of $377,310 for CIP 213421 NH Charitable Foundation-Community Health Workers.

***Alderman Sapienza*** *moved to approve.* ***Alderman Roy*** *duly seconded the motion. Chairman Cavanaugh called for a vote. The motion carried on a unanimous roll call vote.*

6. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of $149,891 for CIP 213621 Manchester Crisis Response Unit-United in Harm Reduction.

***Alderman O'Neil*** *moved to approve.* ***Alderman Roy*** *duly seconded the motion.*

Alderman Roy stated on page 6.4 of the agenda packet, it says we need to carefully review all special conditions. I couldn't find any special conditions so I am wondering if someone could explain that to me. I don't have a problem with it; I just want to know what the special conditions are like if we have to keep someone on after the grant runs out and that kind of stuff.

Anna Thomas, Public Health Director stated what this grant is designed to do is help us work with mapping out some of the overdoses that are happening, as you know. It will help to offset the cost of some of the existing firefighter/paramedic time but there is no expectation that we maintain those positions after the grant. It is just to pay for the additional time and outreach that we will be doing in the encampments and other areas. After the money goes away, there is no expectation beyond that.

Alderman Roy asked can you explain to me what the special conditions are.

Ms. Thomas answered unfortunately I only have up to page 4. I don't know why. I will look into that. I think it is more of the legal jargon and not anything that is outstanding but I will look into it and get back to you.
Alderman Roy asked are you also coordinating with the ambulance service because they have been mapping things for years to make sure they have apparatus in the right places.

Ms. Thomas responded yes. AMR is a big partner in this as well as the Fire Department. We are going out in full teams. This is actually something that they helped to initiate with the Manchester community and with the state. We are all partners in it at both the state and local level. It is one big network.

Alderman Roy stated if you could get me that information on the special conditions, I would appreciate it.

Ms. Thomas replied I will.

***Chairman Cavanaugh*** *called for a vote. The motion carried on a unanimous roll call vote.*

7. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of $30,000 for CIP 411621 Intelligence Officer Program.

***Alderman Sapienza*** *moved to approve.* ***Alderman O'Neil*** *duly seconded the motion. Chairman Cavanaugh called for a vote. The motion carried on a unanimous roll call vote.*

8. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of $41,984 for CIP 411721 NH Highway Safety Grant.

***Alderman O'Neil*** *moved to approve.* ***Alderman Roy*** *duly seconded the motion.*

Alderman O'Neil asked is anyone from Police on the call. Is this the heavy summer enforcement program or can this money be used at any time of the year?

Allen Aldenberg, Police Chief, replied any time of the year. We try to stagger it out through the whole year because there is not a ton of money there.

***Chairman Cavanaugh*** *called for a vote. The motion carried on a unanimous roll call vote.*

9. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of $84,329 for CIP 411821 Project Safe Neighborhood CopLink Grant.

***Alderman O'Neil*** *moved to approve.* ***Alderman Sapienza*** *duly seconded the motion. Chairman Cavanaugh called for a vote. The motion carried on a unanimous roll call vote.*

10. Amending resolution and budget authorizations providing for the transfer and expenditure of funds in the amount of $38,265 from CIP 611821 Winter Emergency Shelter to CIP 811421 CARES Act Support Fund - ESG-CV and ESG-CV2.

***Alderman Roy*** *moved to approve.* ***Alderman Sapienza*** *duly seconded the motion. Chairman Cavanaugh called for a vote. The motion carried on a unanimous roll call vote.*

11. Amending resolution and budget authorizations providing for the transfer and expenditure of funds in the amount of $12,229.26 from CIP 710417 School Sidewalk Program to CIP 712521 Infrastructure ADA Access.

***Alderman O'Neil*** *moved to approve.* ***Alderman Sapienza*** *duly seconded the motion. Chairman Cavanaugh called for a vote. The motion carried on a unanimous roll call vote.*

12. Amending resolution and budget authorizations providing for the transfer and expenditure of funds in the amount of $1,681.60 from CIP 714517 Elm Street Repaving Project to CIP 710021 Annual ROW Roadway Rehabilitation.

***Alderman Roy*** *moved to approve.* ***Alderman O'Neil*** *duly seconded the motion. Chairman Cavanaugh called for a vote. The motion carried on a unanimous roll call vote.*

13. Communication from Leon LaFreniere, Planning & Community Development Director, regarding a request from Light of Life Ministries to change the location of their project from 295 Hanover Street to 247 Pearl Street.

***Alderman Roy*** *moved to approve.* ***Alderman O'Neil*** *duly seconded the motion.*

Alderman O'Neil stated I want to thank Kristie for not giving up on this. Despite the curve from the Hanover Street property, she stuck with it and I think that is a pretty good thing and I appreciate her efforts on this.

Chairman Cavanaugh stated I see on page 13.3 it looks like a budget but I didn't see any operating budget. Did I miss something? Is there an operating budget attached to this or do they have one for us?

Kristie McKenney, Light of Life Ministries, replied we do have an operating budget. I would be happy to send that to you. We sent the new proformer to Todd and Leon with just the new budget for the actual acquiring of the property and the renovations, which by the way are significantly less. Our operating budget is around $300,000 per year. We have a three year operating budget spreadsheet and I would be happy to forward that to all of you.

Chairman Cavanaugh responded that would be great. Thank you. I did talk to Leon and it does still make me nervous and I know I was opposed to this before because we were taking all of the money for this one project but Leon can you explain to us the underwriting process?

Leon LaFreniere, Planning & Community Development Director, stated our standard practice is to complete an underwriting process prior to signing a development agreement and making it part and parcel of the development agreement. We would typically look for the operating budget to be part of that underwriting process so that we had confidence that the entity had the capacity and resources to be able to successfully complete the project as it is laid out. While we haven't seen any of that material yet, we haven't yet seen all the material that we need for the underwriting process either. We would be looking for that information ourselves – the operating budget.

Ms. McKenney stated I would just point out that I have been working with Todd and we have been communicating regularly and we are setting up the environmental assessment as we speak. We have a person that is going to be doing that with us. We have a pro bono attorney that is assisting us. We have Keach & Nordstrom doing the change of use and a list of all of the items that we need for the underwriting and checking off each one of those including the historical review. Honestly I don't think I have seen something that says they need a budget but we will absolutely send that because we do have a three year budget.

Alderman Roy stated I want to remind everybody that in the beginning there was some pushback because we were going to use all of the HOME funds but that funding source has changed and now this is coming out of the CARES Act so the HOME funds are still intact. Thank you.

Alderman O'Neil stated I thought we had past discussion about moving this along and not getting into this long underwriting process. Am I wrong on that? Are we using that third party for underwriting Leon?

Mr. LaFreniere responded we typically do the underwriting in-house on something like this and certainly it would be our intent to expedite that process. However, I would strongly recommend that we not curtail the underwriting process as it would put the city at significant risk I believe.

Alderman O'Neil asked can we just make sure that Todd lets her know what you need so we can move this along.

Mr. LaFreniere answered yes.

Todd Fleming, CIP, stated I just want to let you know that I have already provided them with a list of everything that we need and as Kristie stated we have been working together on getting that information.

Alderman Sapienza stated I am really hopeful for this project but Leon is this money not contingent upon them having a successful underwriting and approval from your department.

Mr. LaFreniere responded that is our interpretation of the actions taken thus far unless the Board were to specifically direct us to curtail that process.

Alderman Sapienza stated I don’t think anyone is doing that.

Chairman Cavanaugh stated just to be clear Leon, even if the money is coming from a different fund, if something happens and the project wasn’t successful the city would be on the hook for that right.

Mr. LaFreniere answered that is correct.

***Chairman Cavanaugh*** *called for a vote. The motion carried on a unanimous roll call vote.*

14. Communication from the property owner of 404 Laurel Street requesting subordination of a City lien in the amount of $22,965.

***Alderman Sapienza*** *moved to approve.* ***Alderman Roy*** *duly seconded the motion.*

Alderman Roy stated I want to say that this meets all of the criteria that we have been using for the last several years. We stay in the same position and they are not taking any cash out. It is just going to benefit them with a lower rate on their mortgage.

***Chairman Cavanaugh*** *called for a vote. The motion carried on a unanimous roll call vote.*

*There being no further business,* ***Alderman Roy*** *moved to adjourn.* ***Alderman Sapienza*** *duly seconded the motion. Chairman Cavanaugh called for a vote. The motion carried on a unanimous roll call vote.*

A True Record. Attest.

Clerk of Committee

***Anna J. Thomas, MPH***
*Public Health Director*

***Philip J. Alexakos, MPH, REHS***
*Chief Operations Officer*

***Jaime L. Hoebeke, MPH, MCHES***
*Chief Strategy Officer*

***BOARD OF HEALTH***

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

# CITY OF MANCHESTER
*Health Department*

# MEMORANDUM

To: Alderman Kevin Cavanaugh
Chairman, CIP Committee

From: Anna Thomas, MPH
Director, Manchester Health Department

Date: December 22, 2020

Re: Additional Funding – Public Health Preparedness Grant – Project# 211921

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The Health Department has received additional funding in the amount of $25,000 from The State of NH for the Public Health Preparedness Grant to plan and conduct mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department and in accordance with all policies and procedures put forth by the Department.

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

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

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

Thank you.

**1528 Elm Street • Manchester, New Hampshire 03101 • (603) 624-6466**
**Administrative Fax: (603) 624-6584 ~ Community Health Fax: (603) 665-6894**
**Environmental Health & School Health Fax: (603) 628-6004**
**E-mail: health@manchesternh.gov • Website: www.manchesternh.gov/health**

# CIP BUDGET AUTHORIZATION

| | | | | | |
|---|---|---|---|---|---|
| CIP#: | 211921 | Project Year: | 2021 | CIP Resolution: | 6/9/2020 |
| Title: | Public Health Preparedness | | | Amending Resolution: | 1/5/2021 |
| Administering Department | Health Department | | | Revision: | #3 |

Project Description: This federally funded program supports the bioterrorism and public health preparedness work of the Health Department as well as the expansion of public health services offered by the Health Department to include substance misuse prevention.

**Federal Grants**

Federal Grant: No

Grant Executed:

**Environmental**

Review Required: No

Completed:

## Critical Events

| | | |
|---|---|---|
| 1. | Project Initiation | 7/1/2020 |
| 2. | Project Completion | 6/30/2021 |
| 3. | | |
| 4. | | |
| 5. | | |
| | | 6/30/2021 |

## Line Item Budget

| | STATE | | | TOTAL |
|---|---|---|---|---|
| Salaries and Wages | $212,967.88 | $0.00 | $0.00 | $212,967.88 |
| Fringes | $110,117.17 | $0.00 | $0.00 | $110,117.17 |
| 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 | $247,982.95 | $0.00 | $0.00 | $247,982.95 |
| **TOTAL** | **$571,068.00** | **$0.00** | **$0.00** | **$571,068.00** |

**Revisions:** Revision #1-increase budget by $10,000 (from $468,568 to $478,568) due to receipt of additional funding from NH DHHS. Revision #2-increase budget by $67,500 (from $478,568 to $546,068). Revision #3 - increase budget by $25,000 (from $546,068 to $571,068)

**Comments** Funds received from the State of New Hampshire Department of Health and Human Services.

Planning Department/Startup Form - 07/1/20

**$546,068.00**

*City of Manchester*
*New Hampshire*

*In the year Two Thousand and Twenty*

# A RESOLUTION

"Amending the FY2021 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Five Thousand Dollars ($25,000) for the FY 2021 CIP 211921 Public Health Preparedness."

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to accept STATE funding from the NH Department of Health and Human Services for the purpose of supporting community seasonal influenza vaccination efforts related to the prevention of influenza ;

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

**By increasing**

FY 2021 CIP 211921 Public Health Preparedness - $25,000 STATE

Resolved, that this Resolution shall take effect upon its passage

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #6 to the Regional Public Health Network Services Contract**

This 6th Amendment to the Regional Public Health Network Services contract (hereinafter referred to as "Amendment #6") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and City of Manchester, (hereinafter referred to as "the Contractor"), a nonprofit, with a place of business at 1528 Elm St Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #78E), as amended on February 5, 2020, (Item #7), as amended on May 6, 2020 (Item # 47), as approved by the Governor on July 10, 2020, as presented to the Executive Council as an Informational Item on August 26, 2020 (Item #L), and as approved by the Governor on November 17, 2020, which will be presented to the Executive Council as an Informational Item on TBD, and as amended with Governor and Executive Council approval on TBD, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,387,385.

2. Add Exhibit A-1 Additional Scope of Services - COVID-19 Response, Section 1.5. Distribution and Use of Materials, Subsections 1.5.2. through 1.5.11. to read:

   1.5.2 The Contractor shall plan and conduct mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department and in accordance with all policies and procedures put forth by the Department.

   1.5.3 The Contractor will utilize the Department's loaned assets to expand upon their personnel's ability to utilize the Centers for Disease Control's electronic Vaccine Administration Management System (VAMS) or the Department's New Hampshire Immunization Information System (NHIIS) to input vaccine data. The loaned assets are outlined in Exhibit A-2 Asset Inventory, which is attached hereto and incorporated by reference herein. The Contractor agrees to the following terms regarding the use of loaned assets:

   1.5.3.1 <u>Assets to be Used by User</u>: Subject to the terms and conditions of this Agreement, the Department agrees to provide to User with some or all of the Assets listed on Exhibit A-2, which is attached hereto and incorporated by reference herein. This is a non-transferable right for the User to use the Assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An Asset inventory reflecting the deployed Assets selected from Exhibit A-2 will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management.

   1.5.3.2 The Contractor agrees to use and operate the assets only in conjunction with the business use stated herein for administration of the COVID-19 vaccine,

unless otherwise agreed upon by mutual written consent.

1.5.3.3 The Contractor acknowledges the assets will be provided with Windows 10 Professional (OEM version) and Microsoft Office software and it is the responsibility of the Contractor to purchase, install and maintain all additional software required. In accordance with Exhibit K (Information Security Requirements) the Contractor further acknowledges responsibility for maintaining security standards including but not limited to antivirus software, patching and software updates,

1.5.3.4 The Contractor acknowledges the Department's Security Office and NH DoIT will not provide technical assistance or IT support in association with the use of the assets; however, VAMS and NHIIS User Support will be provided by the Department's Immunization Program.

1.5.3.5 The Contractor understands and agrees that the Department retains ownership of the loaned assets and will return them to the Department in good working condition when no longer needed for COVID-19 vaccine administration or within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

1.5.3.6 Prior to returning laptop, iPads, and/or other mobile or storage devices listed in Exhibit A-2 to the Department, the Contractor agrees to sanitize all data from said devices. The User agrees to cleanse all data using the Purge technique unless Purge cannot be applied due to the firmware involved. For National Institute of Standards and Technology (NIST) Media Sanitization Guides refer to the NIST Special Publication 800-88 Rev.1, or later for guidelines at https://csrc.nist.gov/publications/sp800.

3. Add Exhibit A-2 Asset List, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B-1, Program Funding, Amendment #5 by deleting it in its entirety and replacing it with Exhibit B-1 Program Funding, Amendment #6, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #6 remain in full force and effect. This amendment shall be effective retroactively to December 1, 2020, upon the Governor's approval, as issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-2023, and any subsequent extensions.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Date

Name:
Title:

City of Manchester

Date

Name: Joyce Craig
Title: Mayor

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23 and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**Exhibit A - 2**
**Asset List**

Regional Public Health Network Name: _____

Full Name of Primary Point of Contact for Asset: _____

Email Address for POC: _____

Phone Number for POC: _____

Office Address for POC: _____

| Asset Description |
| --- |
| **Dell Latitude 5310 i5, 16GB DDR4 RAM, 256 SSD, LTE (includes power adapter/cord, Windows 10)** |
| **Dell WD19 Docking Station (includes power adapter/cord)** |
| **Dell P2217 Monitor (includes power cable, VGA cable, DisplayPort cable)** |
| **Dell Pro Briefcase** |
| **Dell KB1 Wired Keyboard** |
| **Dell MS1 Wired Mouse** |
| **Microsoft Office Professional** |
| **Apple iPad 10.2", 32GB MYL92LL/A (includes power adapter, lightning to USB cable, screen protector)** |
| **Rugged Case for iPad (C30705036)** |

**Vendor Name: City of Manchester**
**Contract Name: Regional Public Health Network Services**
**Region: Greater Manchester**

**Program Name and Funding Amounts**

| State Fiscal Yea | Immunization | Public Health Advisory Council | Public Health Emergency Preparedness | Public Health Crisis Response | Public Health Emergency Preparedness-Medical Reserve Corp | nce Misuse Prev | Continuum of Care | Young Adult Substance Misuse Prevention Strategies* | Childhood Lead Poisoning Prevention Community Assessment | Hepatitis A Vaccination Clinics |
|---|---|---|---|---|---|---|---|---|---|---|
| 2019 | | $ - | $ - | | $ - | $ - | $ - | $ - | $ 1,200.00 | |
| 2020 | | $ 30,000.00 | $ 285,223.00 | $240,000 | $ 10,000.00 | $ 80,404.00 | $ 40,441.00 | $ 117,249.00 | $ 1,800.00 | $ 10,000.00 |
| 2021 | $35,000 | $ 30,000.00 | $ 285,223.00 | | $ 10,000.00 | $ 80,404.00 | $ 40,441.00 | $ 90,000.00 | $ - | $ - |
| | | | | | | | | | | $ 1,387,385.00 |



Contractor Initials:_____

Date:_____

***Anna J. Thomas, MPH***
*Public Health Director*

***Philip J. Alexakos, MPH, REHS***
*Chief Operations Officer*

***Jaime L. Hoebeke, MPH, MCHES***
*Chief Strategy Officer*

***BOARD OF HEALTH***

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

# CITY OF MANCHESTER
*Health Department*

# MEMORANDUM

To: Alderman Kevin Cavanaugh
Chairman, CIP Committee

From: Anna Thomas, MPH
Director, Manchester Health Department

Date: December 16, 2020

Re: New Funding – NH Charitable Foundation: Community Health Workers

---

The Health Department has received new funding in the amount of $377,310 from the NH Charitable Foundation to support two community health workers to respond to the disparate impact of COVID-19 on racial & ethnic minorities. In addition, $75,000 of the funding will be utilized to reinitiate the COVID-19 Relief Fund in partnership with the Granite United Way. This fund will support access to basic needs and resources, such as food, for residents who are adversely impacted by COVID-19.

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

We are also requesting that it be reported out at BMA on the following night as we need to start the project as soon as possible per required guidelines.

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

Thank you.

**1528 Elm Street • Manchester, New Hampshire 03101 • (603) 624-6466**
**Administrative Fax: (603) 624-6584 ~ Community Health Fax: (603) 665-6894**
**Environmental Health & School Health Fax: (603) 628-6004**
**E-mail: health@manchesternh.gov • Website: www.manchesternh.gov/health**

# CIP BUDGET AUTHORIZATION

| | | | | | |
|---|---|---|---|---|---|
| CIP#: | 213421 | Project Year: | 2021 | CIP Resolution: | 6/9/2020 |
| Title: | NH Charitable Foundation-Comm Health Workers | | | Amending Resolution: | 1/5/2021 |
| Administering Department | Health Department | | | Revision: | |

Project Description: To support two community health workers to respond to the disparate impact of COVID-19 on racial & ethnic minorities. In addition, $75,000 of the funding will be utilized to reinitiate the COVID-19 Relief Fund in partnership with the Granite United Way. This fund will support access to basic needs and resources, such as food, for residents who are adversely impacted by COVID-19.

**Federal Grants**

Federal Grant: No

Grant Executed:

**Environmental**

Review Required: No

Completed:

## Critical Events

| | | |
|---|---|---|
| 1. | Project Initiation | 12/17/2020 |
| 2. | Project Completion | 12/31/2022 |
| 3. | | |
| 4. | | |
| 5. | | |
| | | 12/31/2022 |

## Line Item Budget

| | OTHER | | | TOTAL |
|---|---|---|---|---|
| Salaries and Wages | $154,502.00 | $0.00 | $0.00 | $154,502.00 |
| Fringes | $147,808.00 | $0.00 | $0.00 | $147,808.00 |
| 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 | $75,000.00 | $0.00 | $0.00 | $75,000.00 |
| **TOTAL** | **$377,310.00** | **$0.00** | **$0.00** | **$377,310.00** |

**Revisions:**

**Comments**

Source of OTHER Funds: NH Charitable Foundation

Planning Department/Startup Form - 07/1/20

**$377,310.00**

# City of Manchester
# New Hampshire

*In the year Two Thousand and Twenty One*

## A RESOLUTION

"Amending the FY2021 Community Improvement Program, authorizing and appropriating funds in the amount of Three Hundred Seventy Seven Thousand Three Hundred Ten Dollars ($377,310) for the FY 2021 CIP 213421 NH Charitable Foundation-Comm Health Workers."

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to allocate OTHER funding from the NH Charitable Foundation to support two community health workers to respond to the disparate impact of COVID-19 on racial & ethnic minorities.

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

**By adding**:

FY 2021 CIP 213421 NH charitable Foundation-Comm Health Workers - $377,310 OTHER

Resolved, that this Resolution shall take effect upon its passage

***Anna J. Thomas, MPH***
*Public Health Director*

***Philip J. Alexakos, MPH, REHS***
*Chief Operations Officer*

***Jaime L. Hoebeke, MPH, MCHES***
*Chief Strategy Officer*

***BOARD OF HEALTH***

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

# CITY OF MANCHESTER
*Health Department*

# MEMORANDUM

To: Alderman Kevin Cavanaugh
Chairman, CIP Committee

From: Anna Thomas, MPH
Director, Manchester Health Department

Date: December 15, 2020

Re: New Funding - Manchester Crisis Response Unit: United in Harm Reduction

---

The Health Department has received new funding in the amount of $149,891 for Manchester Crisis Response: United in Harm Reduction from the University of Baltimore. In partnership with MFD and MPD, this project will use a combination of spatial mapping through ODMAP & Social Network Analysis to identify high-risk & high-influence individuals for proactive, targeted intervention in the Manchester community.

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

We are also requesting that it be reported out at BMA on the following night as we need to start the project as soon as possible per required guidelines.

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

Thank you.

**1528 Elm Street • Manchester, New Hampshire 03101 • (603) 624-6466**
**Administrative Fax: (603) 624-6584 ~ Community Health Fax: (603) 665-6894**
**Environmental Health & School Health Fax: (603) 628-6004**
**E-mail: health@manchesternh.gov • Website: www.manchesternh.gov/health**

# CIP BUDGET AUTHORIZATION

| | | | | | |
|---|---|---|---|---|---|
| CIP#: | 213621 | Project Year: | 2021 | CIP Resolution: | 6/9/2020 |
| Title: | Manchester Crisis Response Unit: United in Harm Reduction | | | Amending Resolution: | 1/5/2021 |
| Administering Department | Health Department | | | Revision: | |

Project Description: In partnership with MFD and the Manchester Police Department, this project will use a combination of spatial mapping through ODMAP and Social Network Analysis to identify high-risk and high-influence individuals for proactive, targeted intervention in the Manchester community. Using these tools, we aim to maximize the impact of harm reduction for overdose prevention, including facilitated referrals to addiction and mental health services, food and housing assistance, and other basic needs, in order to reduce the risk of repeat overdose and the rate of overdose fatalities.

**Federal Grants**

Federal Grant: No

Grant Executed:

**Environmental**

Review Required: No

Completed:

## Critical Events

| | | |
|---|---|---|
| 1. | Project Initiation | 12/01/2020 |
| 2. | Project Completion | 11/30/2021 |
| 3. | | |
| 4. | | |
| 5. | | |
| | | 11/30/2021 |

## Line Item Budget

| | OTHER | | | TOTAL |
|---|---|---|---|---|
| Salaries and Wages | $116,698.00 | $0.00 | $0.00 | $116,698.00 |
| Fringes | $32,193.00 | $0.00 | $0.00 | $32,193.00 |
| 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 | $1,000.00 | $0.00 | $0.00 | $1,000.00 |
| **TOTAL** | **$149,891.00** | **$0.00** | **$0.00** | **$149,891.00** |

**Revisions:**

**Comments**

Source of Funds: University of Baltimore Center for Drug Policy and Prevention.

Planning Department/Startup Form - 07/1/20

**$149,891.00**

# City of Manchester
# New Hampshire

*In the year Two Thousand and Twenty One*

## A RESOLUTION

"Amending the FY2021 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Forty Nine Thousand Eight Hundred Ninety One Dollars ($149,891) for the FY 2021 CIP 213621 Manchester Crisis Response Unit: United in Harm Reduction."

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to allocate OTHER funding from the University of Baltimore to provide direct support and resources to individuals post-overdose;

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

**By adding**:

FY 2021 CIP 213621 Manchester Crisis Response Unit: United in Harm Reduction-
$149,891 OTHER

Resolved, that this Resolution shall take effect upon its passage

UNIVERSITY OF BALTIMORE
Center for Drug Policy and Prevention
College of Public Affairs • 1420 N. Charles St. Baltimore, MD 21201 • (410) 837-5846

December 1, 2020

Stacey Lazza, MA
City of Manchester Health Department
1528 Elm Street
Manchester, NH 03101

Dear Ms. Lazza,

I am pleased to inform you that your subaward application entitled, **Manchester Crisis Response Unit: United in Harm Reduction**, in the amount of **$149,891** has received approval under the Combating Opioid Overdose through Community-Level Intervention Initiative.

The Subaward Agreement containing information and forms necessary to initiate the project is attached. Enclosed also are the project commencement, programmatic forms, and budget details.

Please pay particular attention to the instructions included on the Subaward agreement. It is important that you **carefully review all Special Conditions** attached to this award. The Chief Elected Official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the Subaward Agreement, must sign the Subaward Acceptance form and email it to OSR@ubalt.edu by **December 18, 2020**. Should the acceptance form not be received, requests for reimbursement will not be honored.

The Project Director is responsible for completing these and other required forms now and at the end of each reporting period. If the Project Director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the Subaward Agreement is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time.

If you have any questions or need any clarification regarding this Subaward agreement, please contact the CDPP Associate Deputy Director, **Sherae Lonick,** at (301) 489-1711 or via email at slonick@ubalt.edu OR, or the UB Assistant Provost for Sponsored Research, **Margarita Cardona**, at (410) 837-6191 or via email at mcardona@ubalt.edu. We look forward to working with you on this project and anticipate its success in helping to address our nation's opioid epidemic.

Sincerely,

Thomas H. Carr
Executive Director

*Chief of Police*
Allen D. Aldenberg

*Assistant Chief*
Steven A. Mangone

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

# CITY OF MANCHESTER

*Police Department*

December 21, 2020

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

Re: Intelligence Liaison Officer Program

Attached is a State of New Hampshire, Department of Safety Grant Award for an amount of $30,000.00 for the Intelligence Liaison Officer Program. This is the same program as 410820.

This agreement is for 12/1/2020 to 8/31/2023.

The funds breakdown is as follows:

| | | |
|---|---|---|
| Salary | - | $28,500 |
| Benefits | - | $1,500 |

Sincerely,

Steven L. Hoeft
Business Service Officer

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

**A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY**

# CIP BUDGET AUTHORIZATION

| | | | | | |
|---|---|---|---|---|---|
| CIP#: | 411621 | Project Year: | 2021 | CIP Resolution: | 6/9/2020 |
| Title: | Intelligence Liaison Office Program | | | Amending Resolution: | 1/19/2021 |
| Administering Department | Police Department | | | Revision: | |

Project Description: The Intelligence Liaison Officer (ILO) will serve as primary conduits for gathering relevant unevaluated information concerning homeland security threats, such as terrorism, as well as other specified precursor crimes. ILO's will also serve as the primary means to disseminate finished intelligence, criminal bulletins, indications and warnings, and other products from the Department of Homeland Security (DHS), the Federal Bureau of Investigation (FBI), and other state and local agencies to include the Manchester Police Department.

| | | | | | |
|---|---|---|---|---|---|
| **Federal Grants** | Federal Grant: | No | **Environmental** | Review Required: | No |
| | Grant Executed: | | | Completed: | |

## Critical Events

| | | |
|---|---|---|
| 1. | Project Initiation | 12/1/2020 |
| 2. | Project Completion | 8/31/2023 |
| 3. | | |
| 4. | | |
| 5. | | |
| | | 8/31/2023 |

## Line Item Budget

| | STATE | | | TOTAL |
|---|---|---|---|---|
| Salaries and Wages | $28,500.00 | $0.00 | $0.00 | $28,500.00 |
| Fringes | $1,500.00 | $0.00 | $0.00 | $1,500.00 |
| 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** | **$30,000.00** | **$0.00** | **$0.00** | **$30,000.00** |

**Revisions:**

**Comments** Source of Funds: NH Department of Safety.

Planning Department/Startup Form - 07/1/20 **$30,000.00**

# City of Manchester
# New Hampshire

*In the year Two Thousand and Twenty One*

## A RESOLUTION

"Amending the FY 2021 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Thousand Dollars ($30,000) for the FY 2021 CIP 411621 Intelligence Officer Program."

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of $30,000 from the State of New Hampshire Department of Safety for the implementation of the Intelligence Liaison Officer Program;

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

**By adding**:

FY 2021 CIP 411621 Intelligence Officer Program - $30,000 STATE

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

# SPECIAL CONDITIONS – FFY 2020

SUBGRANTEE: Manchester Police Dept

GRANT AWARD AMOUNT: $30,000.00

GRANT TITLE: ILO Program

GRANT AWARD DATE: 12/5/2020

GRANT PROGRAM: LETPA

**CFDA#: 97.067**

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

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

* * * \

4. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2020 Homeland Security Grant Program Guidelines. Additional information about achieving compliance is available through the training officers at the NH Department of Safety's Fire Academy and EMS Bureau and the Division of Homeland Security and Emergency Management.

5. All sub-grantees must comply and be familiar with Homeland Security Presidential Policy Directive-8, the National Preparedness System* (NPS) and the National Preparedness Goal (NPG). See: http://www.dhs.gov/presidential-policy-directive-8-national-preparedness .

6. It is recommended that all grant recipients modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols. http://www.dhs.gov/xlibrary/assets/NRP_Brochure.pdf

7. Recurring costs/fees are not allowable for funding under the 2020 Homeland Security Grant Program. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only and cannot extend beyond the end date of the grant.

Signature of Authorized Official — Date: 12/16/20

Signature of Program Manager/Contact — Date: 12-15-20

*Chief of Police*
Allen D. Aldenberg

*Assistant Chief*
Steven A. Mangone

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

# CITY OF MANCHESTER

*Police Department*

December 22, 2020

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

Re: Highway Safety Grant

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

The dates for this grant are 12/1/2020 to 9/30/2021.

The funds breakdown is as follows:

| | | |
|---|---|---|
| Overtime | - | $32,100.00 |
| Fringes | - | $ 9,884.00 |

Please review and process this project for approval.

Sincerely,

Steven L. Hoeft
Business Service Officer

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

**A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY**

# CIP BUDGET AUTHORIZATION

| | | | | | |
|---|---|---|---|---|---|
| CIP#: | 411721 | Project Year: | 2021 | CIP Resolution: | 6/9/2020 |
| Title: | Highway Safety Grant | | | Amending Resolution: | 1/19/2021 |
| Administering Department | Police Department | | | Revision: | |

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

**Federal Grants**

Federal Grant: No

Grant Executed:

**Environmental**

Review Required: No

Completed:

## Critical Events

| | | |
|---|---|---|
| 1. | Program Initiation | 12/1/2020 |
| 2. | Program Completion | 9/30/2021 |
| 3. | | |
| 4. | | |
| 5. | | |
| | | 9/30/2021 |

## Line Item Budget

| | STATE | | | TOTAL |
|---|---|---|---|---|
| Salaries and Wages | $32,100.00 | $0.00 | $0.00 | $32,100.00 |
| Fringes | $9,884.00 | $0.00 | $0.00 | $9,884.00 |
| Design/Engineering | $0.00 | $0.00 | $0.00 | $0.00 |
| Planning | $0.00 | $0.00 | $0.00 | $0.00 |
| Consultant Fees | $0.00 | $0.00 | $0.00 | $0.00 |
| Construction Admin | $0.00 | $0.00 | $0.00 | $0.00 |
| Land Acquisition | $0.00 | $0.00 | $0.00 | $0.00 |
| Equipment | $0.00 | $0.00 | $0.00 | $0.00 |
| Overhead | $0.00 | $0.00 | $0.00 | $0.00 |
| Construction Contracts | $0.00 | $0.00 | $0.00 | $0.00 |
| Other | $0.00 | $0.00 | $0.00 | $0.00 |
| **TOTAL** | **$41,984.00** | **$0.00** | **$0.00** | **$41,984.00** |

**Revisions:**

**Comments** Funds received from NH Highway Safety. Program initiation and completion dates determined by the grantor.

Planning Department/Startup Form - 07/1/20

**$41,984.00**

*City of Manchester*
*New Hampshire*

*In the year Two Thousand and Twenty One*

# A RESOLUTION

"Amending the FY 2021 Community Improvement Program, authorizing and appropriating funds in the amount of Forty One Thousand Nine Hundred Eighty Four Dollars ($41,984) for the FY 2021 CIP 411721 NH Highway Safety Grant."

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

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

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

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

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

**By adding**:

FY 2021 CIP 411721 NH Highway Safety Grant - $41,984 STATE

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

RECEIVED
NOV 16 2020
OFFICE OF HIGHWAY SAFETY

# OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT FFY2021

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

GENERAL PROVISIONS

**Grant Agreement Title:** Manchester Highway Safety Grant FY21 **Grant Agreement #:** 21- 113

1. Identification and Definitions.

| | |
|---|---|
| **1.1. State Agency Name**<br>New Hampshire Department of Safety<br>Office of Highway Safety | **1.2. State Agency Address**<br>33 Hazen Drive, Room 208<br>Concord, NH 03305 |
| **1.3. Subrecipient Name**<br>Manchester Police Department | **1.4. Subrecipient Address**<br>405 Valley Street Manchester, NH 03103 |
| **Chief of Police Name:** Allen Aldenberg<br>**Grant Contact Name:** Chris Goodnow | **Chief of Police email:** aaldenbe@manchesternh.gov<br>**Grant Contact's email:** cgoodnow@manchesternh.gov |
| **1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify)**<br>City Government | **1.4.2 DUNS #** 604507046 **Exp Date:** 09/24/2021<br>**UEI #** **Exp Date:** |
| **1.5. Subrecipient Phone #** 603-668-8711<br>**1.6. Effective Date** TBD | **1.7. Completion Date** September 30, 2021<br>**1.8. Grant Limitation** $ 41,984.00 (Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii)) |
| **1.9. Grant Officer for State Agency**<br>Kim Roberts | **1.10. State Agency Telephone Number**<br>603-271-2131 |
| **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."** | |
| **1.11. Subrecipient Signature 1** | **1.12. Name & Title of Subrecipient Signor 1**<br>Allen D. Aldenberg, Chief of Police |
| **Subrecipient Signature 2** | **Name & Title of Subrecipient Signor 2**<br>Joyce Craig, Mayor |
| **Subrecipient Signature 3** | **Name & Title of Subrecipient Signor 3** |
| **1.13. Acknowledgment: State of New Hampshire, County of** Hillsborough **on** 11/13/20 **before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.** | |
| **1.13.1. Signature of Notary Public or Justice of the Peace (Seal)** | **1.13.2 Name & Title of Notary Public or Justice of the Peace**<br>Kristy M. Goodman, Notary Public |
| **1.14 State Agency Signature 1**<br>X **Date:** 11/16/2020 | **1.15 Name & Title of State Agency Signor 1**<br>Robert L. Quinn, Commissioner<br>NH Department of Safety |
| **1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)**<br>**By:** **Assistant Attorney General, On:** / / | |
| **1.17. Approval by Governor and Council (if applicable)**<br>**By:** **On:** / / | |

2. SCOPE OF WORK In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.15.

4..2 Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

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

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

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

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

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

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

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

7. RECORDS and ACCOUNTS

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

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

8. PERSONNEL

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

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

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

9. DATA: RETENTION OF DATA: ACCESS

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES

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

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

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

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

12. TERMINATION

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

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the

Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in EXHIBIT B without the prior written consent of the State.
16. INDEMNIFICATION The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND
17.1. The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and
17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. NOTICE Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. THIRD PARTIES The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

## SPECIAL PROVISIONS

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

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

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link.: https://www.nhtsa.gov/highway-safety-grants-program/resources-guide. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link https://www.nhtsa.gov/highway-safety-grants-program/resources-guide.
- If the subrecipient is subject to a single-audit finding, they shall notify the NH Office of Highway Safety within 30 days. The subrecipient has six months to resolve any findings.
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: https://www.nhtsa.gov/highway-safety-grants-program. This document provides information on each of the grant programs.

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

## GENERAL REQUIREMENTS

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

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

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Com pensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

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

## NONDISCRIMINATION

**(applies to subrecipients as well as States)**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.),* and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);

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

**The State highway safety agency—**

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

  b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

  c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

  d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

  e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

**The State will provide a drug-free workplace by:**

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace;
   2. The grantee's policy of maintaining a drug-free workplace;
   3. Any available drug counseling, rehabilitation, and employee assistance programs;
   4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;

5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
   1. Abide by the terms of the statement;
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
   1. Taking appropriate personnel action against such an employee, up to and including termination;
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

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

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

## CERTIFICATION REGARDING FEDERAL LOBBYING
**(applies to subrecipients as well as States)**
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
## (applies to subrecipients as well as States)

**Instructions for Primary Tier Participant Certification (States)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

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

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Participant Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

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

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

## POLICY ON SEAT BELT USE

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

## POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

## CASH MANAGEMENT

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

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

## OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS

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

- **Audit Requirement of Federal Funds:** 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: https://www.nhtsa.gov/highway-safety-grants-program/resources-guide.
- **Cost Principles for Federal Grants to *State and Local Governments***
  - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
  - The cost of alcoholic beverages is unallowable.
  - Costs incurred by advisory councils are allowable.
  - Audit costs are allowable.

- Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
- Entertainment costs are unallowable.
- Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of $5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
- Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.

- **Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education*** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
  - 2 CFR 200 subpart E

- **Indirect cost rate** (If any) are allowable for the Federal award (including if the de minimis rate is charged per 2 CFR § 200.414 - Indirect (Facilities and Administration) costs) (2 CFR § 200.331(a)(1)(xiii)); and An approved Federally-recognized indirect cost rate (if any) negotiated between the subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity (SHSO) and the subrecipient, or a 10 percent de minimis indirect cost rate as defined in 2 CFR § 200.414 - Indirect (F&A) costs, paragraph (b) (2 CFR § 200.331(a)(4).

## CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

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

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

(J) See §200.322 Procurement of recovered materials.

**SPECIAL PROVISION-NH OFFICE OF HIGHWAY SAFETY**

(A) In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.

(B) The NH Office of Highway Safety (OHS) will review all reports and certifications received to ensure compliance. If findings specific to Highway Safety Programs are detected within an agency's Single Audit, appropriate action shall be taken to ensure that identified sub recipient risks are being timely and appropriately corrected.

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

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

**Authorized Contract Signatory:** _____ **Date:** 1-13-20

**Signor's Printed Name:** Allen D. Aldenberg **Signor's Title:** Chief of Police

EXHIBIT A

| FFY2021 OHS Grant Award | | |
|---|---|---|
| **Project Titles** | **Federal Budget** | **Minimum Match Required** |
| **SPEED ENFORCEMENT PATROLS** PSP & Task 21-02-04<br>FAST Act 402 - CFDA: 20.600<br>FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0 | $ 7,387.00 | $ 1,846.75 |
| **DUI ENFORCEMENT** PSP & Task 21-07-04<br>FAST Act 402- CFDA: 20.600<br>FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0 | $ 19,391.00 | $ 4,847.75 |
| **DISTRACTED DRIVING** PSP & Task 21-04-04<br>FAST Act 402 - CFDA: 20.600<br>FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0 | $ 8,906.00 | $ 2,226.50 |
| **PEDESTRIAN BICYCLE** PSP &Task 21-06-04<br>FAST Act 405h - CFDA: 20.616<br>FAIN Number (Subaward): 69A3751830000405hNH0 | $ 2,900.00 | $ 725.00 |
| **JOIN THE NH CLIQUE** PSP & Task 21-01-04<br>FAST Act 402 - CFDA: 20.600<br>FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0 | $ 850.00 | $ 212.50 |
| **DRIVE SOBER OR GET PULLED OVER** PSP & Task 21-07-11<br>FAST Act 402 - CFDA: 20.600<br>FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0 | $ 1,700.00 | $ 425.00 |
| **U DRIVE, U TEXT, U PAY** PSP & Task 21-04-11<br>FAST Act 402 - CFDA: 20.600<br>FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0 | $ 850.00 | $ 212.50 |
| **E-CRASH EQUIPMENT (MDT)** PSP &Task 21-03-06<br>FAST Act 405c<br>FAIN Number (Subaward): 69A3751830000405cNH0, 69A3751930000405cNH0, 69A3752030000405cNH0, 69A3752130000405cNH0<br>CFDA: 20.616 | $ 0.00 | $ 0.00 |
| **E-CRASH EQUIPMENT (Printers/Scanners/Receivers)**<br>PSP&Task 21-03-06<br>FAST Act 405c<br>FAIN Number (Subaward): 69A3751830000405cNH0, 69A3751930000405cNH0, 69A3752030000405cNH0, 69A3752130000405cNH0<br>CFDA: 20.616 | $ 0.00 | $ 0.00 |
| **Total**<br>Total amount Federal funds obligated to the subrecipient, (2 CFR § 200.331(a)(1)(vii)<br>**Project Costs: 80% Federal Funds, 20% Applicant Share (Minimum Match Required).** | $ 41,984.00 | $ 10,496.00 |

| |
|---|
| **Awarding Agency:** Office of Highway Safety (OHS) |
| **Federal Awarding Agency:** National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142 |
| **Is This a Research and Development Project: YES** ☐ **NO** ☐ |

EXHIBIT B

## GRANT REQUIREMENTS AND INFORMATION

- Officers funded during these overtime enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the officer's presence, in the case of response to an officer in distress, or in the case of a riot where all available personnel must divert their attention.

- Officers may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.

- Nothing in this grant shall be interpreted as a requirement, formal or informal that a law enforcement officer issue a specified or predetermined number of summons in pursuance of the department's obligation associated with the grant.

- If an officer makes an arrest during the patrol shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.

- An officer who stops working a Highway Safety grant to assist with a Non-Highway Safety Grant related issue (i.e. crash, domestic dispute, criminal complaint, etc.), must not count such hours as hours worked on a Highway Safety Grant.

- Full-time officers will be reimbursed at an overtime rate of pay as established by the department and/or municipality for hours worked during the enforcement patrols. Part-time officers will be reimbursed at their normal hourly rate of pay.

- The Patrol Activity Report (HS-200) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the Patrol Activity Report for themselves and if the Chief Law Enforcement Officer (CLEO) works an overtime enforcement patrol, they must comply with 29 CFR Part 541 as it relates to "exempt employees". This will require that the CLEO provide a waiver of 29 CFR, Part 541 from their governing body with any reimbursement requests in which the CLEO has worked. Additionally, the CLEO may not sign off on their own HS200 or that of a spouse, child or sibling who may work an enforcement patrol.

- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (HS-200).

- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.

- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.

- Non-participation or non-compliance with the performance measures may result in grant agreement suspension, termination and/non-reimbursement of expenses.

## Reimbursement Schedule and Required Paperwork

- Reimbursements are due no later than 15 days after the close of the quarter. Due dates are as follows:

  1. **January 15th** for October-December (Quarter 1)
  2. **April 15th** for January-March (Quarter 2)
  3. **July 15th** for April-June (Quarter 3)
  4. **October 15th** for July-September (Quarter 4)

- Over-Time enforcement patrol reimbursements shall include the following:

  1. Reimbursement Request Cover Letter (HS-1);
  2. Overtime Payroll Reimbursement Form (HS-20) for each project;
  3. Match Tracking Form (HS-22) for each project;
  4. Quarterly Summary Report (HS-100 QSR) for each project;
  5. Patrol Activity Reports (HS-200) for each project; and
  6. Final Report HS-7b to be submitted with final reimbursement

- Equipment reimbursements shall include the following:

  1. Reimbursement Request Cover Letter (HS-1). Note: if submitting equipment reimbursement along with overtime enforcement patrol reimbursements only one (1) Reimbursement Request Cover Letter (HS-1) shall be submitted.
  2. Copy of the detailed equipment invoice;
  3. Match Tracking Form (HS-22);
  4. Copy of Cancelled Check; and
  5. Final Equipment Report (HS-8E)

- If no enforcement patrols took place during the quarter you are required to submit the Reimbursement Cover Letter (HS-1) indicating that you are not seeking reimbursement by placing $0 in the projects where you were awarded funding.

- Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.

- All publications, public information, or publicity released in conjunction with this project shall state "This project is being supported in part through a grant from the NH Office of Highway Safety, with Federal funds provided by the National Highway Traffic Safety Administration" or related social media tag provided by our office.

- Grant agreements shall terminate in the event funds are exhausted and/or not made available by the federal government for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the State of New Hampshire will be under no obligation to make payments for such performance.

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

**Authorized Contract Signatory:** _____ **Date:** 11-13-20

**Signors Printed Name:** Allen D. Aldenberg **Signors Title:** Chief of Police

EXHIBIT B

# Scope of Work

## SPEED ENFORCEMENT

Over a five-year period, 2015 to 2019 speed is the third leading primary cause of crashes in New Hampshire. In order to have the greatest impact police departments should utilize Speed funding to enforce speed limits within your community. Local data should be used to identify the time of day, day of the week as well as location that speed crashes and violations are occurring. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".**

- The locations as well as time and days of the Speed overtime patrols shall support the problem statement identified in your grant application.
- Speed enforcement patrols should be no more than **4-hours** in duration.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why they were not able to fulfill three documented stops per hour.
- Departments must keep on file, under this grant program; copies of arrests, summonses, warnings, documented stops/contacts, officers' time and attendance, and all other pertinent information related to the grant. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, bicyclists, and/or pedestrians, during traffic enforcement periods that can be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that accurately reflects and supports the documented activity. These supporting documents are required to be available during a review or site monitoring visit.
- To maximize grant funding, patrols must consist of **one grant-funded officer per cruiser**; however, multiple cruisers may be out at one time.

| | | |
|---|---|---|
| Grantee Initials: [illegible] | Grantee Initials: JC | Grantee Initials: _____ |
| Date: 11-12-20 | Date: 11-13-20 | Date: _____ |

EXHIBIT B

# Scope of Work

## Impaired Driving Enforcement (DUI)

Emphasis of DUI enforcement patrols should be those locations where there is a higher incidence of DUI related crashes and arrests. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".**

- The locations as well as time and days of the impaired driving overtime patrols shall support the problem statement identified in your grant application.
- DUI Enforcement patrols, including DUI Saturation patrols, should be no more than **4-hours** in duration.
- With **written,** pre-approval, from the Office of Highway Safety, departments may conduct 6-hour Sobriety Check Points and/or saturation patrols.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why they were not able to fulfill three documented stops per hour.
- Departments must keep on file, under this grant program; copies of arrests, summonses, warnings, documented stops/contacts, officers' time and attendance, and all other pertinent information related to the grant. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, bicyclists, and/or pedestrians, during traffic enforcement periods that can be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that accurately reflects and supports the documented activity. These supporting documents are required to be available during a review or site monitoring visit.
- To maximize grant funding, patrols must consist of **one granted-funded officer per cruiser**; however, multiple cruisers may be out at one time

Grantee Initials: PN
Date: 11-17-20

Grantee Initials: JC
Date: 11/13/20

Grantee Initials: _____
Date: _____

EXHIBIT B

# Scope of Work

## Distracted Driving Enforcement

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

- The locations as well as time and days of the distracted driving overtime patrols shall support the problem statement identified in your grant application.

- Distracted driving enforcement patrols should be no more than **4-hours** in duration.

- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.

- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why they were not able to fulfill three documented stops per hour. ***Note:*** When conducting distracted driving patrols using a spotter technique (one officer in a cruiser and one officer outside the cruiser), 3 stops per hour per officer may be difficult to achieve. In this instance, please focus on effective enforcement rather than the stops/hour requirement. Please ensure that the spotter notes this on his/her Patrol Activity Report (HS-200).

- Departments must keep on file, under this grant program; copies of arrests, summonses, warnings, documented stops/contacts, officers' time and attendance, and all other pertinent information related to the grant. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, bicyclists, and/or pedestrians, during traffic enforcement periods that can be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that accurately reflects and supports the documented activity. These supporting documents are required to be available during a review or site monitoring visit.

- To maximize grant funding, patrols must consist of **one granted-funded officer per cruiser**; however, multiple cruisers may be out at one time. ***Exception:*** Two officers per cruiser when utilizing a spotter (one officer in a cruiser and one officer outside the cruiser), is allowed when a department is conducting strategic Distracted Driving patrols.

| | | |
|---|---|---|
| Grantee Initials: FM | Grantee Initials: JC | Grantee Initials: _____ |
| Date: 11-13-20 | Date: 11/13/20 | Date: _____ |

EXHIBIT B

# Scope of Work

## Pedestrian & Bicycle Enforcement

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

- Prior to officers conducting Pedestrian & Bicycle Enforcement patrols they will be **required to complete an Online training course;** "Pedestrian and Bicycle Laws 2019", sponsored by Police Standards and Training. A certificate of completion verifying that the officers participating in the Ped/Bike patrols shall be submitted with the grant reimbursement request (only one certificate per officer is needed for the duration of the grant). ***Note:*** **Officer's patrol time will not be paid for, if this online training was not completed prior to the patrol.**

- Pedestrian Bicycle enforcement patrols should be no more than **4-hours** in duration.

- To have the greatest impact, law enforcement agencies shall conduct these patrols at locations and during those times (i.e. summer months, evenings, downtown locations, commuting times, etc.) that their local crash data indicates there is an increased risk for this unsafe behavior.

- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why the officer was not able to fulfill three documented stops per hour. ***Note:*** When conducting Pedestrian Bicycle patrols using a spotter technique, 3 stops per hour per officer may be difficult to achieve. In this instance, please focus on effective enforcement rather than the stops/hour requirement. Please ensure that the spotter notes this on his/her Patrol Activity Report (HS-200).

- To maximize grant funding, patrols must consist of **one granted-funded officer**; however, multiple officers may be out at one time. ***Exception:*** Two officers per shift when (one officer is being utilizing as a spotter), is allowed when a department is conducting strategic Pedestrian & Bicycle enforcement patrols.

| | | |
|---|---|---|
| Grantee Initials: [illegible] | Grantee Initials: JC | Grantee Initials: _____ |
| Date: 11-19-20 | Date: 11/13/20 | Date: _____ |

EXHIBIT B

# Scope of Work

## High Visibility Mobilizations

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

The Office of Highway Safety has awarded your agency $850.00 for each of the **four** Mobilizations listed below. Please note that you will be **required to conduct one, 3-4-hour enforcement patrol, on the kickoff day of each mobilization.** After you have completed the required 4-hour patrol on the kickoff day, any remaining balance should be used for additional enforcement patrols for that specific mobilization period.
**Please Note:** Unspent funds cannot be transferred to other mobilizations.

**********

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

- **Required Dates:**
  - One 3-4 hour patrol conducted on kickoff day ***Monday, May 17, 2021.***
  - The remaining patrol hours shall be conducted between ***Tuesday, May 18, 2021 - Sunday June 6, 2021- 3rd Quarter***

**********

**Drive Sober or Get Pulled Over:** These **two** mobilizations will focus on the apprehension of the impaired driver. Locations for patrols should be where the greatest likelihood of finding an impaired driver exists.

- **Required Dates** of the **first** mobilization:
  - One 3-4 hour patrol conducted on kickoff day ***Friday, December 18, 2020***
  - The remaining patrol hours shall be conducted between ***Saturday, December 19, 2020 - Friday, January 1, 2021- 1st Quarter***
- **Required Dates** of the **second** mobilization:
  - One 3-4 hour patrol conducted on kickoff day ***Friday, August 20, 2021***
  - The remaining patrol hours shall be conducted between ***Saturday, August 21, 2021 - Monday, September 6, 2021-4th Quarter***

**********

**U Drive, U Text, U Pay:** This grant focuses on stopping drivers who are distracted including New Hampshire's Hands Free Electronic Device Law, as well as other activities that occur behind the wheel that cause the driver to be distracted.

- **Required Dates:**
  - One 3-4 hour patrol conducted on kickoff day ***Monday, April 5, 2021***
  - The remaining patrol hours shall be conducted between ***Tuesday, April 6, 2021 - Monday, April 12, 2021- 3rd Quarter***

| | | |
|---|---|---|
| Grantee Initials: PH | Grantee Initials: DC | Grantee Initials: _____ |
| Date: 11-13-20 | Date: 11/13/20 | Date: _____ |

*Chief of Police*
Allen D. Aldenberg

*Assistant Chief*
Steven A. Mangone

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

# CITY OF MANCHESTER

*Police Department*

December 23, 2020

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

Re: Project Safe Neighborhood CopLink Grant

Attached is the State of New Hampshire, Department of Justice Grant Award for $84,329.00 for the Project Safe Neighborhood CopLink Program.

This agreement is for 1/1/2021 to 9/30/2023.

The funds breakdown is as follows:

Other - $84,329.00

Please process this as a project revision for approval.

Sincerely,

Steven L. Hoeft
Business Service Officer

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

**A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY**

# CIP BUDGET AUTHORIZATION

| | | | | | |
|---|---|---|---|---|---|
| CIP#: | 411821 | Project Year: | 2021 | CIP Resolution: | 6/9/2021 |
| Title: | Project Safe Neighborhood CopLink Grant | | | Amending Resolution: | 1/19/2021 |
| Administering Department | Police Department | | | Revision: | |

Project Description: The program will concentrate on providing juvenile gun violence supervisions through a partnership with Probation and Parole Officers.

**Federal Grants**

Federal Grant: No

Grant Executed:

**Environmental**

Review Required: No

Completed:

## Critical Events

| | | |
|---|---|---|
| 1. | Program Initiation | 1/1/2021 |
| 2. | Program Completion | 9/30/2023 |
| 3. | | |
| 4. | | |
| 5. | | |
| | | 9/30/2023 |

## Line Item Budget

| | | | | 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 | $84,329.00 | $0.00 | $0.00 | $84,329.00 |
| **TOTAL** | **$84,329.00** | **$0.00** | **$0.00** | **$84,329.00** |

**Revisions:**

**Comments** Funds received from NH Highway Safety. Program initiation and completion dates determined by the grantor.

Planning Department/Startup Form - 07/1/20

**$84,329.00**

# City of Manchester
# New Hampshire

*In the year Two Thousand and Twenty One*

## A RESOLUTION

"Amending the FY 2021 Community Improvement Program, authorizing and appropriating funds in the amount of Eighty Four Thousand Three Hundred Twenty Nine Dollars ($84,329) for the FY 2021 CIP 411821 Project Safe Neighborhood CopLink Grant."

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of $84,329 from the State of New Hampshire Department of Safety for the implementation of neighborhood policing programming;

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

**By adding**:

FY 2021 CIP 411821 Project Safe Neighborhood CopLink Grant - $84,329 STATE

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

# GRANT AGREEMENT

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

## GENERAL PROVISIONS

### 1. Identification and Definitions.

| | | | |
|---|---|---|---|
| 1.1. State Agency Name | | 1.2. State Agency Address | |
| 1.3. Subrecipient Name | | 1.4. Subrecipient Address | |
| 1.5 Subrecipient Phone # | 1.6. Account Number | 1.7. Completion Date | 1.8. Grant Limitation<br>$ |
| 1.9. Grant Officer for State Agency | | 1.10. State Agency Telephone Number | |
| "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." | | | |
| 1.11. Subrecipient Signature 1 | | 1.12. Name & Title of Subrecipient Signor 1 | |
| Subrecipient Signature 2 *If Applicable* | | Name & Title of Subrecipient Signor 2 *If Applicable* | |
| 1.13. Acknowledgment: State of New Hampshire, 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/she executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1. Signature of Notary Public or Justice of the Peace<br><br>(Seal) | | | |
| 1.13.2. Name & Title of Notary Public or Justice of the Peace | | | |
| 1.14. State Agency Signature(s) | | 1.15. Name & Title of State Agency Signor(s) | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)<br><br>By: Assistant Attorney General, On: / / | | | |
| 1.17. Approval by Governor and Council (if applicable)<br><br>By: On: / / | | | |

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

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

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

5.1. The Grant Amount is identified and more particularly described in EXHIBIT 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

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

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

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

7. RECORDS and ACCOUNTS.

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

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

8. PERSONNEL.

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

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

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

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

17. INSURANCE AND BOND.

17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

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

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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

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

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

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

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

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

24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



Subrecipient Initial(s): _____ _____

Date: _____

# CITY OF MANCHESTER
## PLANNING AND COMMUNITY DEVELOPMENT

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

Leon L. LaFreniere, AICP
Director

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

Michael J. Landry, PE, Esq.
Deputy Director - Building Regulations


**MEMORANDUM**

To: The Board of Mayor and Aldermen

From: Leon L. LaFreniere, AICP LLL
Director, Planning and Community Development

Date: December 10, 2020

Re: Winter Emergency Shelter

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As requested, CIP Staff has prepared the appropriate CIP Amending Resolution and Budget Authorization Forms necessary to reflect changes with regard to the operation of the Winter Emergency Shelter. Families In Transition/New Horizons New Hampshire's application for assistance and the program Budget has been included for your review. The previously approved budget for the project has been reduced from $1,100,000 to $1,061,735.

Please refer this agenda item to the CIP Committee meeting on January 5th, 2021.


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

# CIP BUDGET AUTHORIZATION

| | | | | | |
|---|---|---|---|---|---|
| CIP#: | 811421 | Project Year: | 2021 | CIP Resolution: | 6/9/2020 |
| Title: | CARES Act Support Fund - ESG-CV and ESG-CV2 Activities | | | Amending Resolution: | 1/19/2021 |
| Administering Department | Planning & Community Development | | | Revision: | #5 |

Project Description: ESG-CV and ESG-CV2 funds must be used to prevent, prepare for, and respond to the Coronavirus. Specific activities shall include but not be limited to: Essential Services necessary to reach out to unsheltered homeless individuals and families; Essential Services for individuals and families in emergency shelter; and Housing relocation and stabilization services and/or short-and/or medium term rental assistance necessary to prevent the individual or family from moving into an emergency shelter.

| **Federal Grants** | | **Environmental** | |
|---|---|---|---|
| Federal Grant: | Yes | Review Required: | Yes |
| Grant Executed: | Pending | Completed: | Yes |

## Critical Events

| | | |
|---|---|---|
| 1. | Program Initiation | 7/7/2020 |
| 2. | Program Completion | 9/30/2022 |
| 3. | | |
| 4. | | |
| 5. | | |

## Line Item Budget

| | ESG-CV | ESG-CV2 | | 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 | $0.00 | $110,984.00 | $0.00 | $110,984.00 |
| **TOTAL** | **$0.00** | **$110,984.00** | **$0.00** | **$110,984.00** |

**Revisions:** #1 - Decreases ESG-CV budget $486,034 and transfers funds to CIP #611021. Decreases ESG-CV2 budget $977,323 from $1,629,236 to $651,913 and transfers funds to the following:CIP #610921 - $82,617,CIP #611021 - $336,955 . CIP #611121 - $50,000, CIP #611221 - $50,000, CIP #611321 -$347,863, CIP #611421 - $109,888.#2 - Increases budget $545,461 (from $651,913 to $1,197,374).$545,461 ($336,955 ESG-CV2 & $208,506 transfer. from CIP #611021

**Comments** #3-Increases CV2 budget $242,505 (from $988,868 to $1,231,373 ESG-CV2) (transferred #610921- $82,617, #611121 ,$50,000 and #611421-$109,888) and decreases CV $80,000 (from $208,506 to $128,506 and transfers to #611721. Total Budget from $1,197,374 to $1,359,879. #4 - Decreases budget $1,287,160 (from $1,359,879 to $72,719) and transfers 128,506 ESG-CV & $971,494 ESG-CV2 to CIP#611821 and transfers $187,160 ESG-CV2 to CIP #611021. #5 increases budget $38,265 ESG-CV2, transferred from CIP #611821

Planning Department/Startup Form - 07/1/20 **$110,984.00**

# CIP BUDGET AUTHORIZATION

| | | | | | |
|---|---|---|---|---|---|
| CIP#: | 611821 | Project Year: | 2021 | CIP Resolution: | 6/9/2021 |
| Title: | Winter Emergency Shelter | | | Amending Resolution: | 1/19/2021 |
| Administering Department | FIT/NHNH. Inc. | | | Revision: | #1 |

Project Description: Funding needed to operate Winter Shelter. Facilitiy will allow for social distancing, while further helping reduce the number of people experiencing homelessness and dangerous conditions due to the economic & health impacts of COVID19.

**Federal Grants**

Federal Grant: Yes

Grant Executed:

**Environmental**

Review Required: Yes

Completed:

## Critical Events

| | | |
|---|---|---|
| 1. | Program Initiation | 11/24/2020 |
| 2. | Program Completion | 3/31/2021 |
| 3. | | |
| 4. | | |
| 5. | | |
| | | 3/31/2021 |

## Line Item Budget

| | ESG-CV | ESG-CV2 | | 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 | $128,506.00 | $933,229.00 | $0.00 | $1,061,735.00 |
| **TOTAL** | **$128,506.00** | **$933,229.00** | **$0.00** | **$1,061,735.00** |

**Revisions:**

Revision #1 - Decreases budget $38,265 from ($1,100,000 to $1,061,735) and transfers $38,265 ESG- CV2 to CIP #811421.

**Comments**

$128,506 of ESG-CV and $971,494 of ESG-CV2 transferred from CIP #811421.

Planning Department/Startup Form - 07/1/20

**$1,061,735.00**

*City of Manchester*
*New Hampshire*

*In the year Two Thousand and Twenty*

# A RESOLUTION

"Amending the FY2021 Community Improvement Program, transferring, authorizing and ap-propriating funds in the amount of Thirty Eight Thousand Two Hundred Sixty Five Dollars ($38,265) for the FY 2021 CIP 811421 CARES Act Support Fund—ESG-CV and ESG-CV2 Activities."

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

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

WHEREAS, the 2021 CIP contains all sources of funds to be used in the execution of pro-jects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the following transfers;

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

**By decreasing:**
FY 2021 CIP 611821 Winter Emergency Shelter - $38,265 ESG-CV2

**By increasing**:
FY 2021 CIP 811421 CARES Act Support Fund-ESG-CV and ESG-CV2 - $38,265 ESG-CV2

Resolved, that this Resolution shall take effect upon its passage

| | 351 Chestnut Street | |
|---|---|---|
| **Item** | **Costs** | **Additional detail** |
| Air purification | $ 7,000 | 4 air scrubbers and filters and electrostatic sprayers. Recommended by Public Health Dept. |
| Bed bug heaters | $ 700 | |
| Cell phone | $ 500 | |
| Cleaning Services | $ 37,000 | 8 hrs, 7 days/wk, 15 weeks |
| Cleaning supplies (to include industrial laundry bins + storage racks) | $ 13,000 | |
| Cots | $ - | To be provided by Fire Dept. |
| Deep Clean | $ 5,000 | Final |
| Electric | $ - | Covered in Lease |
| Heating | $ - | Covered in Lease |
| Hygiene (soap, shampoo, etc.) | $ 2,000 | |
| Insurance | $ 6,800 | Philadelphia Insurance Premium + Deductible |
| Laptop, printer + MI-FI + TV + Firestick | $ 3,000 | |
| Laundry | $ 1,875 | 50 people * $2.5/load * 1/week * 15 weeks |
| Linens | $ 40,000 | 50 beds, 15 weeks, need at least a week to change frequency |
| Maintenance (Emergency & Non-Emergency) | $ 13,125 | 25 hrs/wk at $35/hr at 15 weeks |
| Meals (10+12+15 x 50 people * 7 days * 15 weeks) | $ 194,250 | |
| Pest control | $ 5,000 | |
| Fire ($150/hour) 2nd and 3rd shifts | $ 252,000 | Going back to City |
| Renovations + Maintenance Repairs/Supplies | $ 25,000 | flooring, locks, damages, etc. |
| Rent (Include all utilities) | $ 84,800 | 4 months, potential for quarantining site. FIT-NH to pay Security Deposit of $18k |
| Snacks/water | $ 4,366 | |
| Snow Plowing | - | Covered in Lease |
| Staffing (5/7/7 + Program Manager/Admin Costs) | $ 360,539 | Staffing increased to account for building configuration as well as potential need for quarantine |
| Tables, chairs | $ 2,000 | 10 6' tables, 50 chairs, foldable tables and foldable chairs |
| Walkie-talkies | $ 280 | |
| Waste Management | $ 3,500 | 10yd 3xwk (start at 2xwk) |
| Water/sewer | | Covered in Lease |
| **Total** | **$ 1,061,735** | **Based on full occupancy (50 beds for 15 weeks). 24% going back to City for Fire Dept.** |

| Program Support Staff | Cost | |
|---|---|---|
| 5 first shift x 8 hours/day @ $14.28/hr x7 days/week | $ | 59,976 |
| 7 second shift x 8 hours/day @ $14.28/hr x7 days/week | $ | 83,966 |
| 7 third shift x 8 hours/day @ $14.28/hr x 7 days/week | $ | 83,966 |
| 1 Program Manager @ $24.50/hr x 40 hours/week | $ | 14,700 |
| Admin Costs (finance, program management, data entry/reporting) | $ | 50,000 |
| Benefits and Taxes | $ | 67,930 |
| **Total** | **$** | **360,539** |

## CARE ACT SUPPORT FUND CIP APPLICATION

**Coronavirus CARE Act Support Funds must be used to prevent, prepare for, and respond to the Coronavirus and must help contribute to the business, individual or non-profit's ability to remain open, retain employees, remain in housing and/or provide critical services during this public health crisis. Coronavirus CARE Act Support funded activities must result in a benefit to individuals/households that are equal to or below 80% of the Adjusted Median Income as that term is defined by the U.S. Department of Housing and Urban Development. Funds may not be used for expansion or capital improvements.**

**ACTIVITY TITLE:** _____ **DATE:** _____

**PREPAROR'S NAME:** _____ **AGENCY:** _____

**PHONE #:** _____ **E-MAIL:** _____

***ACTIVITY DESCRIPTION:***

Please describe how funding will be used to prevent, prepare for, or respond to the Coronavirus:

***ACTIVITY SPECIFIC - BENEFICIARY INFORMATION:***

Estimated number of low-moderate income Beneficiaries supported by CIP Project funding request: _____

Number of Agency Staff supported by funding request: _____

***AGENCY INFORMATION:***

Is the Agency a: ☐ Sole Proprietor or an Individual ☐ Partnership ☐ Corporation ☐ 501(c)(3) non-profit ☐ Other (Specifity)_____

Agency's service area (for ALL agency programs): ☐ Manchester ☐ Greater Manchester ☐ Statewide (check all that apply)

City of Manchester Charter Article IX, Sec. 9.03 and HUD 24 CFR 570.611 prohibit employees and public officials of the City of Manchester from having any direct or indirect financial or personal interest in the outcome of any matter or transaction coming before the agency of which he/she is a member or by which he/she is employed. This questionnaire must be completed by each agency/non-profit organization applying for City of Manchester Community Improvement Program funding. The purpose of this questionnaire is to determine if the applicant, any of the applicant's staff, or any of the applicant's Board of Directors would be in conflict of interest.

Is there any member(s) of the agency's staff, Board of Directors, or governing body who is or has/have been within **one year** of the date of this application (a) a City employee or consultant, (b) a member of the Board of Mayor and Aldermen, (c) a member of another City agency or commission?

☐ Yes ☐ No

If yes, please indicate: ☐ (a) ☐ (b) ☐ (c)

Name of individual(s):_____JobTitle(s):_____

_____ _____

Is there any member(s) of the agency's staff, Board of Directors, or governing body who is/are business partners or family members of a **current** (a) City employee or consult, (b) a member of the Board of Mayor and Aldermen, (c) a member of another City agency or commission?

☐ Yes ☐ No

If yes, please indicate: ☐ (a) ☐ (b) ☐ (c)

Name of individual(s): _____ Job Title(s):_____

_____ _____

Indicate type of connection (Family or Business): _____ If Family, indicate relationship: _____

Is your agency a member of the Continium of Care? _____

Does your agency comply with HMIS reporting requirements?_____

## CARE ACT SUPPORT FUND CIP APPLICATION

**Coronavirus CARE Act Support Funds must be used to prevent, prepare for, and respond to the Coronavirus and must help contribute to the business, individual or non-profit's ability to remain open, retain employees, remain in housing and/or provide critical services during this public health crisis. Coronavirus CARE Act Support funded activities must result in a benefit to individuals/households that are equal to or below 80% of the Adjusted Median Income as that term is defined by the U.S. Department of Housing and Urban Development. Funds may not be used for expansion or capital improvements.**

***CIP ACTIVITY REQUEST HISTORY:***

Is this a First Time Request: ☐ Yes ☐ No

If no, please provide the most recent funding year: _____

If no, please provide the most recent funding award: _____

If no - What is the anticipated increase in level of services that will result from project funding approval?_____

***BUDGET DESCRIPTION:***

**Activity Budget Description** (Please fill in appropriate line items)

| **OPERATIONAL SUPPORT LINE ITEM** | | **CAPITAL REQUEST LINE ITEM** | |
|---|---|---|---|
| SALARIES & WAGES | | DESIGN/ ENGINEERING | |
| FRINGES | | CONSULTANT FEES | |
| CONSULTANT FEES | | CONSTRUCTION ADMIN | |
| ACTIVITY EQUIPMENT | | LAND ACQUISITION | |
| ACTIVITY OVERHEAD | | CONST. CONTRACTS | |
| OTHER (SPECIFY) | | OTHER (SPECIFY) | |
| | | | |
| **TOTAL** | | **TOTAL** | |

**Agency Budget Description**

Total Agency Operating Budget (for all programs) _____

Total Percentage of Agency's Administrative _____ %

Total Amount of Agency Revenue Expected From All Sources _____

***ACTIVITY FUND SOURCES: INCLUDE ALL SOURCES (Including CIP Requested Amount)***

| **Amount** | **Source** |
|---|---|
| _____ | **CIP Funds** _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**TOTAL ACTIVITY BUDGET** _____

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

*Timothy J. Clougherty*
*Deputy Public Works Director*

*Commission*
*Toni Pappas*
*Patrick Robinson*
*James Burkush*
*Trixie Vazquez*
*Armand Forest*

# CITY OF MANCHESTER

*Department of Public Works*

December 23, 2020

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, New Hampshire 03103

Attention: Alderman Kevin Cavanaugh
Chairman, CIP Committee

Subject: CIP Project #712521 – Infrastructure ADA Access

Dear Alderman Cavanaugh:

The Department of Public Works (DPW) respectfully requests that the balance of funds in the following project be transferred into CIP #712521 to support sidewalk improvements at curb ramps:

CIP #710417 – School Sidewalk Program ($12,229.26 balance)

Consolidation of these CIP projects will improve record keeping for a continuation on the sidewalk program and is consistent with the original intent to advance pedestrian infrastructure within the City. Revised Budget Authorizations are attached for both CIP projects to recognize the transfer of funds. A DPW representative will be available for discussion at the January Board of Mayor and Alderman meeting. In the meantime, if you have any questions, please do not hesitate to contact me at this office.

Very truly yours,

Todd D. Connors, P.E.
Highway Chief Engineer

cc/Kevin A. Sheppard, P.E.

**475 Valley Street • Manchester, New Hampshire 03103 • (603) 624-6444 • FAX: (603) 624-6487**
**E-mail: hiway@manchesternh.gov • Website: www.manchesternh.gov**

# CIP BUDGET AUTHORIZATION

| | | | | | |
|---|---|---|---|---|---|
| CIP#: | 710417 | Project Year: | 2017 | CIP Resolution: | 5/17/2016 |
| Title: | School Sidewalk Program | | | Amending Resolution: | 1/19/2021 |
| Administering Department | Public Works-Highway | | | Revision: | #1 - Close |

Project Description: Continuation of the sidewalk construction and/or reconstruction program to and from schools and along key routes in the City. Improvements limited to CDBG income eligible Census Tracts in primarily residential areas.

| | | | | | |
|---|---|---|---|---|---|
| **Federal Grants** | Federal Grant: | Yes | **Environmental** | Review Required: | Yes |
| | Grant Executed: | | | Completed: | Yes |

## Critical Events

| | | |
|---|---|---|
| 1. | Project Initiation | 7/1/2016 |
| 2. | Project Completion | 6/30/2020 |
| 3. | | |
| 4. | | |
| 5. | | |
| | | 6/30/2020 |

## Line Item Budget

| | CDBG | | | TOTAL |
|---|---|---|---|---|
| Salaries and Wage | $0.00 | $0.00 | $0.00 | $0.00 |
| Fringes | $0.00 | $0.00 | $0.00 | $0.00 |
| Design/Engineering | $0.00 | $0.00 | $0.00 | $0.00 |
| Planning | $0.00 | $0.00 | $0.00 | $0.00 |
| Consultant Fees | $0.00 | $0.00 | $0.00 | $0.00 |
| Construction Admin | $0.00 | $0.00 | $0.00 | $0.00 |
| Land Acquisition | $0.00 | $0.00 | $0.00 | $0.00 |
| Equipment | $0.00 | $0.00 | $0.00 | $0.00 |
| Overhead | $0.00 | $0.00 | $0.00 | $0.00 |
| Construction Contracts | $52,770.74 | $0.00 | $0.00 | $52,770.74 |
| Other | $0.00 | $0.00 | $0.00 | $0.00 |
| **TOTAL** | **$52,770.74** | **$0.00** | **$0.00** | **$52,770.74** |

**Revisions:** Revision #1 - Decreases budget $12,229.26 (from $65,000 to $52,770.74), transfers to CIP #712521 and closes project.

**Comments** Authorization of spending CDBG funds is contingent upon HUD grant execution.

Planning Department/Startup Form - 03/31/16

**$52,770.74**

# CIP BUDGET AUTHORIZATION

| | | | | | |
|---|---|---|---|---|---|
| CIP#: | 712521 | Project Year: | 2021 | CIP Resolution: | 6/9/2020 |
| Title: | Infrastructure ADA Access | | | Amending Resolution: | 1/19/2021 |
| Administering Department | Public Works-Highway | | | Revision: | #1 |

Project Description: Construct pedestrian ramps and other access improvements in identified areas of the City in order to address accessibility issues on City sidewalks and walkways.Streets selected for this program are generally located within the Neighborhood Revitalization Strategy Area and will improve pedestrian access within low-moderate income areas.

| **Federal Grants** | | **Environmental** | |
|---|---|---|---|
| Federal Grant: | Yes | Review Required: | Yes |
| Grant Executed: | | Completed: | Complete |

## Critical Events

| | | |
|---|---|---|
| 1. | Project Initiation | 7/01/2020 |
| 2. | Project Completion | 6/30/2021 |
| 3. | | |
| 4. | | |
| 5. | | |
| | | 6/30/2021 |

## Line Item Budget

| | CDBG | | | 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 | $62,229.26 | $0.00 | $0.00 | $62,229.26 |
| **TOTAL** | **$62,229.26** | **$0.00** | **$0.00** | **$62,229.26** |

**Revisions:** Revision #1 - $12,229.26 transferred from CIP #710417 increasing budget from $50,000 to $62,229.26.

**Comments** Authorization of Entitlement funds is contingent upon HUD grant execution.

Planning Department/Startup Form - 07/1/20

**$62,229.26**

*City of Manchester*
*New Hampshire*

*In the year Two Thousand and Twenty*

# A RESOLUTION

"Amending the FY 2017 & 2021 Community Improvement Program, authorizing, appropriating, and transferring funds in the amount of Twelve Thousand Two Hundred Twenty Nine Dollars and Twenty Six Cents ($12,229.26) for the FY 2021 CIP 712521 Infrastructure ADA Access."

**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 FY 2017 & 2021 CIP as contained in the FY 2017 & 2021 CIP budget; and

WHEREAS, the 2017 & 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the following transfers between Public Works - Highway administered projects;

NOW, THEREFORE, be it resolved that the FY 2017 & 2021 CIP be amended as follows:

**By decreasing**:

FY 2017 CIP 710417 School Sidewalk Program - $12,229.26 CDBG

**By increasing**:

FY 2021 CIP 712521 Infrastructure ADA Access - $12,229.26 CDBG

Resolved, that this Resolution shall take effect upon its passage

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

*Timothy J. Clougherty*
*Deputy Public Works Director*

*Commission*
*Toni Pappas*
*Patrick Robinson*
*James Burkush*
*Trixie Vazquez*
*Armand Forest*

# CITY OF MANCHESTER

*Department of Public Works*

December 23, 2020

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, New Hampshire 03103

Attention: Alderman Kevin Cavanaugh
Chairman, CIP Committee

Subject: CIP Project #710021 – Annual ROW Roadway Rehab

Dear Alderman Cavanaugh:

The Department of Public Works (DPW) respectfully requests that the balance of funds in the following project be transferred into CIP #710021 to support the roadway paving program:

CIP #714517 – Elm Street Repaving Project ($1,681.60 balance)

Consolidation of these CIP projects will improve record keeping for pending paving projects and is consistent with the original intent to rehabilitate roadways. Revised Budget Authorizations are attached for both CIP projects to recognize the transfer of funds. A DPW representative will be available for discussion at the January Board of Mayor and Alderman meeting. In the meantime, if you have any questions, please do not hesitate to contact me at this office.

Very truly yours,

Todd D. Connors, P.E.
Highway Chief Engineer

cc/Kevin A. Sheppard, P.E.

**475 Valley Street • Manchester, New Hampshire 03103 • (603) 624-6444 • FAX: (603) 624-6487**
**E-mail: hiway@manchesternh.gov • Website: www.manchesternh.gov**

# CIP BUDGET AUTHORIZATION

| | | | | | |
|---|---|---|---|---|---|
| CIP#: | 714517 | Project Year: | 2017 | CIP Resolution: | 5/17/2016 |
| Title: | Elm Street Repaving Project | | | Amending Resolution: | 1/19/2021 |
| Administering Department | Department of Public Works | | | Revision: | #3 |

Project Description: Reconstruct and resurface Elm Street to improve traffic flow and safety. Work to include roadway repairs to curbs, sidewalks, drainage structures, and other upgrades required to complete the project.

| **Federal Grants** | | | **Environmental** | | |
|---|---|---|---|---|---|
| | Federal Grant: | No | | Review Required: | No |
| | Grant Executed: | N/A | | Completed: | N/A |

## Critical Events

| | | |
|---|---|---|
| 1. | Project Initiation | 3/21/17 |
| 2. | Project Completion | 6/30/20 |
| 3. | | |
| 4. | | |
| 5. | | |
| | | 6/30/2020 |

## Line Item Budget

| | OTHER | | | TOTAL |
|---|---|---|---|---|
| Salaries and Wage | $0.00 | $0.00 | $0.00 | $0.00 |
| Fringes | $0.00 | $0.00 | $0.00 | $0.00 |
| Design/Engineering | $0.00 | $0.00 | $0.00 | $0.00 |
| Planning | $0.00 | $0.00 | $0.00 | $0.00 |
| Consultant Fees | $0.00 | $0.00 | $0.00 | $0.00 |
| Construction Admin | $0.00 | $0.00 | $0.00 | $0.00 |
| Land Acquisition | $0.00 | $0.00 | $0.00 | $0.00 |
| Equipment | $0.00 | $0.00 | $0.00 | $0.00 |
| Overhead | $0.00 | $0.00 | $0.00 | $0.00 |
| Construction Contracts | $1,510,406.90 | $0.00 | $0.00 | $1,510,406.90 |
| Other | $0.00 | $0.00 | $0.00 | $0.00 |
| **TOTAL** | **$1,510,406.90** | **$0.00** | **$0.00** | **$1,510,406.90** |

**Revisions:**

#2 - $6,000 transferred to CIP #713920 decreasing budget from $1,518,088.50 to $1,512,088.50.

#3 - Decreases budget $1,681.60 (from $1,512,088.50 to $1,510,406.90) and transfers to CIP #710021

**Comments**

Other funds ($1,500,000) to be transferred from the Municipal Transportation Improvement Fund. An additional $18,088.50 Other added from reimbursements.

Planning Department/Startup Form - 03/31/16

**$1,510,406.90**

# CIP BUDGET AUTHORIZATION

| | | | | | |
|---|---|---|---|---|---|
| CIP#: | 710021 | Project Year: | 2021 | CIP Resolution: | 6/9/2020 |
| Title: | Annual ROW Roadway Rehab | | | Amending Resolution: | 1/19/2021 |
| Administering Department | Public Works-Highway | | | Revision: | #1 |

Project Description: Annual program to preserve, resurface and/or reconstruct streets. This is the continuation of a program to maintain paved streets in good condition and upgrade the City's deteriorating infrastructure. Work will include engineering consultations to maintain and update the current asset database of roadway conditions.

**Federal Grants**

Federal Grant: No

Grant Executed:

**Environmental**

Review Required: No

Completed:

## Critical Events

| | | |
|---|---|---|
| 1. | Project Initiation | 5/19/2020 |
| 2. | Project Completion | 6/30/2040 |
| 3. | | |
| 4. | | |
| 5. | | |
| | | 6/30/2040 |

## Line Item Budget

| | BOND | MTF | | 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 | $2,900,000.00 | $101,681.60 | $0.00 | $3,001,681.60 |
| **TOTAL** | **$2,900,000.00** | **$101,681.60** | **$0.00** | **$3,001,681.60** |

**Revisions:**

Revision #1 - $1,681.60 transferred from CIP #714517 increasing budget from $3,000,000 to $3,001,681.60

**Comments**

Planning Department/Startup Form - 07/1/20

**$3,001,681.60**

*City of Manchester*
*New Hampshire*

*In the year Two Thousand and Twenty*

# A RESOLUTION

"Amending the FY 2017 & 2021 Community Improvement Program, authorizing, appropriating, and transferring funds in the amount of One Thousand Six Hundred Eighty One Dollars and Sixty Cents ($1,681.60) for the FY 2021 CIP 710021 Annual ROW Roadway Rehab."

**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 FY 2017 & 2021 CIP as contained in the FY 2017 & 2021 CIP budget; and

WHEREAS, the 2017 & 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the following transfers between Public Works - Highway administered projects;

NOW, THEREFORE, be it resolved that the FY 2017 & 2021 CIP be amended as follows:

**By decreasing**:

FY 2017 CIP 714517 Elm Street Repaving Project - $1,681.60 Other

**By increasing**:

FY 2021 CIP 710021 Annual ROW Roadway Rehab - $1,681.60 Other

Resolved, that this Resolution shall take effect upon its passage

# CITY OF MANCHESTER
## PLANNING AND COMMUNITY DEVELOPMENT

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

Leon L. LaFreniere, AICP
Director

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

Michael J. Landry, PE, Esq.
Deputy Director - Building Regulations


**MEMORANDUM**

To: Alderman Kevin Cavanaugh,
Chairman, CIP Committee

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

Date: December 28, 2020

Re: CIP #611621 - Light of Life Ministries Inc. 295 Hanover St. Renovation Project

---

Light of Life Ministries has informed us that they were unable to negotiate the sale of 295 Hanover Street. As a result, Light of Life Ministries is requesting that the location of their project be changed from 295 Hanover Street to 247 Pearl Street. The organization has indicated that the development of this property will result in the creation of congregate transitional housing for ten women and their children.

The total development budget for this project is estimated to be $548,700, $458,000 to be financed with City CARES act funding and $90,700 to be financed with owner equity/grants.

Light of Life Ministries respectfully requests your review of this request, and recommendation for approval to the full Board. In the event that the request is approved, we have prepared the appropriate CIP Budget Authorization Form.


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

# Light of life Ministries, Inc

December 21, 2020

Alderman Cavanaugh
City of Manchester CIP Committee
One City Hall Plaza
Manchester, NH 03101

Dear Alderman Cavanaugh,

Thank you so much for your support of funding through the CDBG-CV funds for the Light House. As you have been made aware, the location for the Light House project has changed due to the owner of 295 Hanover Street making unrealistic demands on timing. This worked out for the best as we are now under contract to purchase a different property that is in much better shape and will better meet our needs.

We are asking the CIP Committee to approve an amendment to the project. The address will now be 247 Pearl Street, Manchester, NH. This is an R-3 zone and is still Alderman Roy's ward. We are on target with all the underwriting including but not limited to the environmental review, appraisal and change of use. We are scheduled to close on or around March 5, 2021.

We are looking forward to attending the CIP meeting on January 4th and request that this amendment be added to the agenda. I am attaching an updated budget sheet for your review as the costs for acquisition and renovations have changed. Now that we are on Pearl Street, the cost of this project is significantly less.

Thank you, as always, for your consideration and partnership

Sincerely,

Kristie (Palestino) McKenney
Founder, CEO

cc: Todd Fleming, CIP Coordinator

Light of life

603-498-8909

kristie@lightoflifemin.org

www.lightoflifemin.org

**The Light House**
**Program Real Estate - 247 Pearl Street**
**Forecast Statement of Sources and Uses**

| | |
|---|---|
| Sources of Funds: | |
| Owner's Equity & Grant Funding | 90,700 |
| City of Manchester Grant Funding | 458,000 |
| Total Sources of Funds | 548,700 |
| | |
| Uses of Funds: | |
| Acquisition of Property | 360,000 |
| Improvements Prior to Occupancy | 131,000 |
| Project Advisory & Oversight | 20,000 |
| Costs to Close | 37,700 |
| Total Uses of Funds | 548,700 |

**The Light House**
**Program Real Estate - 247 Pearl Street**
**Schedule of Forecast Property Costs**

| | | |
|---|---|---|
| Improvements Prior to Occupancy | | |
| Fire Systems (incl. city fees and excavation) | 75,000 | |
| Necessary Renovation (accessways, bathrrom fixtures, fencing and updates) | 40,000 | |
| Security System (entry and video) | 5,000 | |
| Exterior Painting (non-vinyl surfaces) | 6,000 | |
| Permits and Approvals | 5,000 | |
| | | 131,000 |
| Costs to Close: | | |
| Development Consultant (pro bono - Development Synergies, LLC) | 0 | |
| Legal (probono - McLane Middleton) | 0 | |
| Home Inspection | 700 | |
| Phase I Site-Assessment and Testing | 8,000 | |
| Appraisal | 3,500 | |
| Plannng Board Approals (COU and Variance) | 9,000 | |
| Code Review | 6,500 | |
| Title/Recording | 5,000 | |
| Other Soft Costs | 5,000 | |
| | | 37,700 |
| Project Oversight and Advisory (Kristie McKenney) | | 20,000 |
| Total Use of Funds | | $188,700 |

# CITY OF MANCHESTER
## PLANNING AND COMMUNITY DEVELOPMENT

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

Leon L. LaFreniere, AICP
Director

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

Michael J. Landry, PE, Esq.
Deputy Director - Building Regulations


**MEMORANDUM**

To: Alderman Kevin Cavanaugh,
Chairman, CIP Committee

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

Date: December 21, 2020

Re: CIP #610417 Housing Rehabilitation Program – Mortgage Subordination – 404 Laurel Street (Two Family Home)

---

John and Allison DeCesere, the owners of 404 Laurel Street have contacted this office to request the subordination of a City lien totaling $22,965 placed upon the aforementioned property. The lien was placed due to the use of Lead-Based Paint Hazard Reduction Demonstration Grant funds used to pursue lead abatement and renovation at the property. If the requirements of the lead program are complied with, this loan will be forgiven in 2023.

The requested subordination will allow the owner to acquire a lower rate mortgage on the property thereby reducing operational costs and correspondingly, its economic viability. The owner represents that no cash is being taken out in the refinancing and that the City's security instrument will remain in the same position. As such, it would be consistent with the previous actions of the Committee to recommend this lien subordination.

Respectfully, I request that the Committee make a recommendation to accept or deny the subordination request to the full Board.


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

**John and Allison DeCesere**
**18 Winding Brook Road**
**Goffstown, NH 03045**
**Tel: 603-361-4957**
**Email: jdecesere@hotmail.com**

November 30, 2020

Alderman Kevin Cavanaugh
Chairman, CIP
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RE: 404 Laurel Street – Subordination of Loan

Dear Alderman Cavanaugh:

We would like to request that the CIP Committee allows us to subordinate the current mortgage between the City of Manchester and ourselves.

We, John and Allison DeCesere, would like to refinance the above referenced property to lower our current interest rate and shorten the term of the loan with no cash to be taken out.

The property appraised for $216,000 when we purchased in 2011 and is currently assessed at $207,900. The balance on the current mortgage is $157,919 and the new mortgage, with closing costs, is approximately $167,000.

It is our intent for the City of Manchester to remain in the second position after the subordination.

Thank you for your consideration.

Sincerely,

John DeCesere

Allison DeCesere

# Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when [ ] the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or [ ] the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower _____ Co-Borrower _____

## I. TYPE OF MORTGAGE AND TERMS OF LOAN

**Mortgage Applied for:** [ ] VA [X] Conventional [ ] Other (explain): [ ] FHA [ ] USDA/Rural Housing Service

Agency Case Number: 

Lender Case Number: 2300667636

| Amount | Interest Rate | No. of Months | Amortization Type: |
|---|---|---|---|
| $167,000.00 | 2.625% | 180 | [X] Fixed Rate [ ] GPM [ ] Other (explain): [ ] ARM (type): |

## II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state & ZIP): 404 Laurel Street, Manchester, NH 03103

No. of Units: 2

Legal Description of Subject Property (attach description if necessary):

Year Built: 0

Purpose of Loan: [ ] Purchase [ ] Construction [ ] Other (explain): [X] Refinance [ ] Construction-Permanent

Property will be: [ ] Primary Residence [ ] Secondary Residence [X] Investment

**Complete this line if construction or construction-permanent loan.**

| Year Lot Acquired | Original Cost | Amount Existing Liens | (a) Present Value of Lot | (b) Cost of Improvements | Total (a + b) |
|---|---|---|---|---|---|
| | $ | $ | $ | $ | $ |

**Complete this line if this is a refinance loan.**

| Year Acquired | Original Cost | Amount Existing Liens | Purpose of Refinance | Describe Improvements | |
|---|---|---|---|---|---|
| 2011 | $ | $157,919.00 | Rate Term Refinance | [X] made [ ] to be made | Cost: $ |

Title will be held in what Name(s): John Decesere

Manner in which Title will be held: Sole (Individual)

Estate will be held in: [X] Fee Simple [ ] Leasehold (show expiration date)

Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain): Checking/Savings: Borrower Own Funds

## III. BORROWER INFORMATION

### Borrower

Borrower's Name (include Jr. or Sr. if applicable): John Michael Decesere

| Social Security Number | Home Phone (incl. area code) | DOB (mm/dd/yyyy) | Yrs. School |
|---|---|---|---|
| ***-**-1344 | (603)361-4957 | 07/24/1973 | 14 |

[X] Married [ ] Unmarried (include single, divorced, widowed) [ ] Separated

Dependents (not listed by Co-Borrower): no. 2, ages 6,8

Present Address (street, city, state, ZIP): 18 Winding Brook Rd, Goffstown NH 03045 [X] Own [ ] Rent 2.916 No. Yrs.

Mailing Address, if different from Present Address: 404 Laurel Street, Manchester, NH 03103

### Co-Borrower

Co-Borrower's Name (include Jr. or Sr. if applicable): Allison Marie Decesere

| Social Security Number | Home Phone (incl. area code) | DOB (mm/dd/yyyy) | Yrs. School |
|---|---|---|---|
| ***-**-3832 | | 02/29/1976 | 0 |

[X] Married [ ] Unmarried (include single, divorced, widowed) [ ] Separated

Dependents (not listed by Borrower): no. 0, ages

Present Address (street, city, state, ZIP): 18 Winding Brook Rd, Goffstown, NH 03045 [X] Own [ ] Rent 0 No. Yrs.

Mailing Address, if different from Present Address: 404 Laurel Street, Manchester, NH 03103

**If residing at present address for less than two years, complete the following:**

Former Address (street, city, state, ZIP) [ ] Own [ ] Rent _____ No. Yrs.

Former Address (street, city, state, ZIP) [ ] Own [ ] Rent _____ No. Yrs.

## IV. EMPLOYMENT INFORMATION

### Borrower

Name & Address of Employer: ECM, 38 south river rd, Bedford, NH 03110 [ ] Self Employed

Yrs. on this job: 18.17

Yrs. employed in this line of work/profession: 18

Position/Title/Type of Business: 

Business Phone (incl. area code): (603)627-1181

### Co-Borrower

Name & Address of Employer: By the Book LLC, 18 Winding Brook Rd, Goffstown, NH 03045 [X] Self Employed

Yrs. on this job: 0

Yrs. employed in this line of work/profession: 0

Position/Title/Type of Business: Owner

Business Phone (incl. area code): (603)361-4957

**If employed in current position for less than two years or if currently employed in more than one position, complete the following:**

| Name & Address of Employer | Self Employed | Dates (from - to) | Name & Address of Employer | Self Employed | Dates (from - to) |
|---|---|---|---|---|---|
| | [ ] | | | [ ] | |