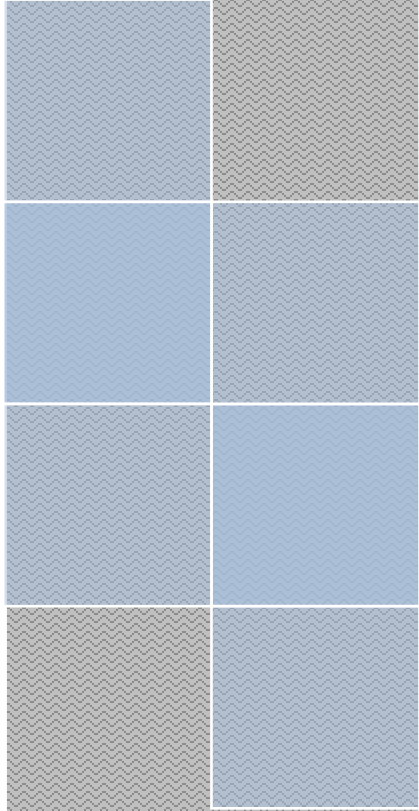




Regular City Council Meeting  
February 2, 2016  
COUNCIL CHAMBERS  
7:00 PM

**AGENDA**

1. Call to Order
2. Opening Prayer
3. Roll Call
4. Acceptance of Minutes
  - 4.1. [January 5, 2016, Inauguration](#)
  - 4.2. [January 12, 2016, Reconvened Regular City Council Meeting](#)
5. Communications from the City Manager
  - 5.1. Employee of the Month Award P. 8
  - 5.2. City Manager's Report P. 7
6. Communications from the Mayor
7. Presentations of Petitions and Council Correspondence
8. Nominations, Appointments, Resignations, and Elections
  - 8.1. **Resignation:** Bill Mello, Granite State TIF Advisory Board P. 41
  - 8.2. **Mayoral Appointment:** Conservation Chair
  - 8.3. **Mayoral Appointment:** Recreation and Arena Chair
  - 8.4. **Mayoral Appointment:** Government Channel Committee Member
  - 8.5. **Mayoral Appointment:** Granite State TIF Advisory Board P. 43
  - 8.6. **Appointment:** Recreation and Arena City Council Representative



This page has  
been  
intentionally left  
blank.



## 9. Reports of Committees P.45

9.1. Community Development - *Forthcoming* P.47

9.2. Public Safety Committee P. 49

9.3. Public Works Committee P. 57

## 10. Old Business

## 11. Consent Calendar

11.1. **AB 96** Resolution De-Authorizing Funding from the Teen Nights Grant **First Reading, Second Reading, and Adoption** P. 65

11.2. **AB 94** Resolution De-Authorizing Funding from the Highway Safety DWI Grant **First Reading, Second Reading, and Adoption** P. 71

11.3. **AB 97** Resolution De-Authorizing Funding from the Highway Safety Enforcement Patrols Grant **First Reading, Second Reading, and Adoption** P. 77

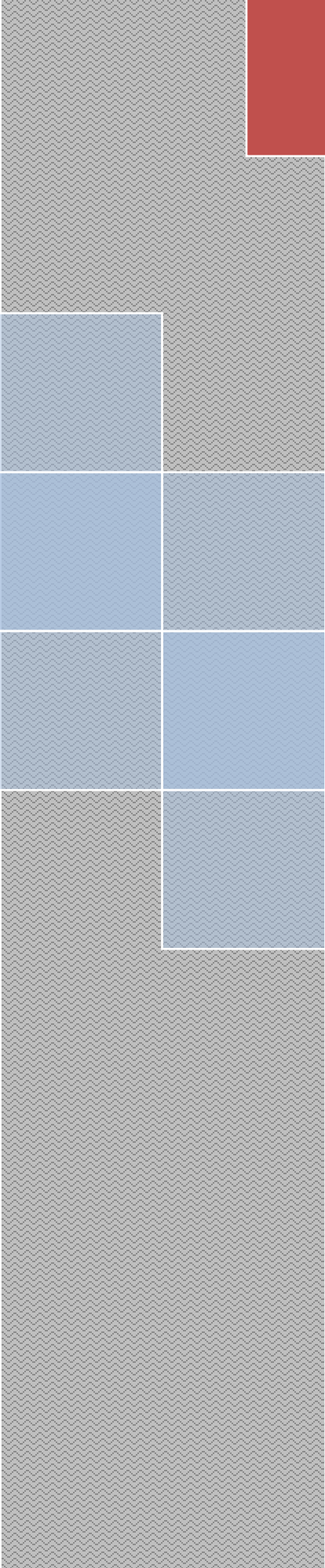
11.4. **AB 91** Resolution De-Authorizing City of Rochester Department of Public Works Improvement Project (CIP Funding for the Upper City Dam Project **First Reading, Second Reading, and Adoption** P. 83

11.5. **AB 90** Resolution De-Authorizing City of Rochester Department of Public Works Capital Improvement Project (CIP) Funding for the Stillwater Circle Bridge Project **First Reading, Second Reading, and Adoption** P. 89

11.6. **AB 98** Resolution De-Authorizing Funding from the Green Infrastructure Grant **First Reading, Second Reading, and Adoption** P. 95

11.7. **AB 100** Resolution De-Authorizing Funding for the Brock Street Reconstruction Project **First Reading, Second Reading, and Adoption** P. 101

11.8. **AB 101** Resolution De-Authorizing Funding for the Re-Plaster East Rochester Pool Project **First Reading, Second Reading, and Adoption** P. 105



This page has  
been  
intentionally left  
blank.



**12. New Business**

**12.1. Resolutions Regarding the Wildlife Habitat Incentive Program Grant Funds: P. 111**

**12.1.1. AB 92 Resolution De-Authorizing Funding from the Wildlife Habitat Incentive Program (WHIP) Grant First Reading, Second Reading, and Adoption P. 111**

**12.1.2. AB 93 Resolution Authorizing Supplemental Appropriation to the Department of Public Works Capital Improvements Fund for Cocheco River Wildlife Habitat Incentive Program (WHIP) Project First Reading, Second Reading, and Adoption P. 117**

**12.2. AB 95 Resolution Accepting Safety DWI Patrol Grant and Supplemental Appropriation Thereof First Reading and Adoption P. 123**

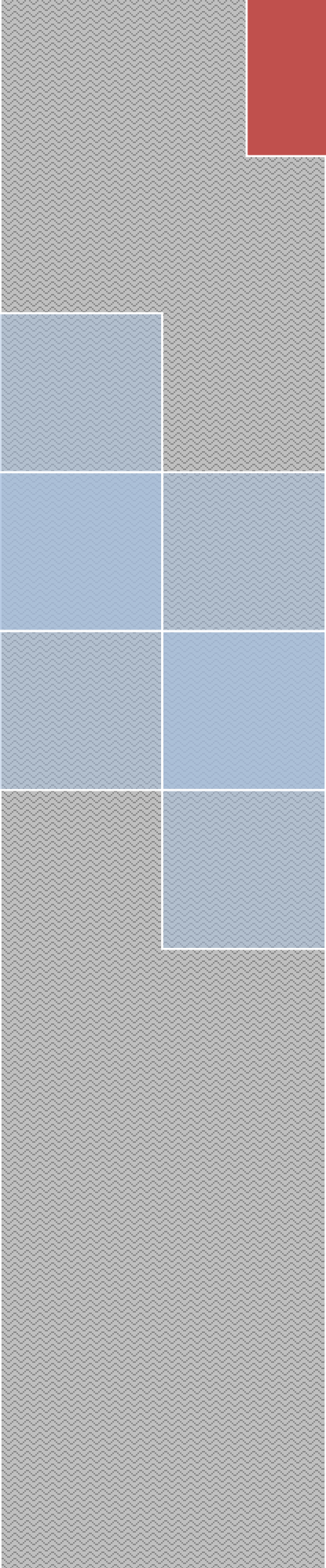
**12.3. AB 99 Resolution Accepting New Hampshire Department of Environmental Services (DES) Watershed Assistance Grant and Supplemental Appropriation thereof First Reading, Second Reading, and adoption P. 145**

**13. Other**

**14. Non-Meeting**

**14.1. Non-Meeting: Consultation with Legal Counsel, RSA 91-A:2,I (b)**

**15. Adjournment**



This page has  
been  
intentionally left  
blank.





## *City of Rochester, New Hampshire*

OFFICE OF THE CITY MANAGER  
 31 Wakefield Street • Rochester, NH 03867  
 (603) 332-1167  
[www.RochesterNH.net](http://www.RochesterNH.net)

### **CITY MANAGER'S REPORT February 2, 2016**

The Employee of the Month is: Brandon Turcotte, Public Works Department **P-8**

For your information, please see the enclosed Management Team Meeting minutes:

- January 4, 2016 **P-9**
- January 11, 2016 **P-11**

Contracts and documents executed since last month:

- Department of Public Works
  - Annual DMR (Discharge Monthly Report) Authorization letter **P-14**
  - Catherine/Sheridan/Knight Street Improvement – Certificate of Substantial Completion **P-15**
  - EDA Project – Financial Assistance Award Amendment **P-16**
  - Homeland Security Grant – WTP Security Fencing **P-19**
  - Site Certificate for Salmon Falls Road/Milton Road project **P-20**
  - State of NH and Health and Human Services – Lease Extension **P-21**
  - Water Filtration Plant Upgrades – Change Order #2 **P-22**
- Economic & Community Development
  - Arts & Economic Prosperity Grant Application approval **P-23**
  - Bridging the Gaps/Human Services Research Institute Contract **P-30**
  - Bridging the Gaps Continuing Grant Application **P-31**
  - Waterstone Expedited Review Request **P-32**
- Fire Department
  - Strafford County Public Health Regional MOU **P-34**

The following Computer Lease/Purchase and Tuition Reimbursement requests have been approved:

- Mears, M - Planning **P-35**

The following additional information has been received:

- DOT response – Highland Street/Route 202 No Parking Sign Request **P-36**
- DPW – Council Inquiry Report - items memo **P-37**

The following standard reports have been enclosed:

- City Council Request & Inquiry Report **P-38**
- Permission & Permits Issued **P-39**
- Personnel Action Report Summary **P-40**

November 23, 2015

Employee of the Month Committee  
City of Rochester

Dear Committee Members,

I respectfully nominate **Brandon Turcotte**, Maintenance Mechanic at the Wastewater Treatment Facility, for employee of the month.

Brandon has played a vital role in the maintenance Department at the Wastewater Treatment Facility and pumping stations for several years. Recently due to an internal promotion to another division and personnel illness, we were short staffed on our pump station maintenance crew. This two person team is tasked with providing maintenance to 29 sewage pumping stations through out the City. During that time Brandon stepped up to not only provide maintenance and repair at the Wastewater Treatment Plant but also at the 29 sewage pumping stations. Brandon's quality work and time management skills were outstanding. It allowed us to keep up with all preventive maintenance and repair at the Wastewater Treatment Facility and sewage pumping stations. Brandon's attitude was exceptional as well. When a new staff member was added Brandon was tasked with training the new team member and has done a great job. During this timeframe Brandon also picked up extra on call duties to provide coverage for the City's on call sewage pumping station schedule to prevent a lapse in coverage. For these reason I wish to nominate Brandon Turcotte for employee of the month.

Sincerely,



Josh Scotton  
WWTF Lead Maintenance



*City of Rochester*  
OFFICE OF THE CITY MANAGER  
MANAGEMENT TEAM  
31 Wakefield Street • Rochester, NH 03867  
(603) 332-1167  
[www.RochesterNH.net](http://www.RochesterNH.net)

1/28/16

**MANAGEMENT TEAM MEETING**

**January 4, 2016  
9:00 A.M.**

**PRESENT:**

Daniel Fitzpatrick, City Manager  
Blaine Cox, Deputy City Manager  
John Storer, Director of City Services  
Brian Sylvester, Library Director  
Mike Allen, Police Chief  
Norm Sanborn, Fire Chief

Seth Creighton, Chief Planner  
Jim Grant, Director BZLS  
Terence O'Rourke, City Attorney  
Lauren Colanto, Asst. Director of Recreation  
Karen Pollard, Economic Develop Manager  
Samantha Rodgerson, Executive Assistant

**MINUTES**

City Manager Fitzpatrick called the Management Team meeting to order at 9:01 A.M.

**1. Management Team Minutes – December 21, 2015**

Minutes were approved by general consensus.

**2. City Council Inquiry Report**

There were no new items for discussion.

**3. City Calendar for Week**

Reviewed the upcoming meetings and topics for the week.

**4. Right to Know Requests**

All requests are up to date.

**5. Other**

**Director Sylvester**

- Advised that there would be a Friends of the Library meeting tonight and a Library Trustees meeting tomorrow.

**Director Storer**

- Advised that the Route 125 bridge installation was slated for Saturday, January 16. The road would be closed from approximately 7am – 11am.
- Advised that he would be attending the Technical Advisory Committee meeting on Friday at Strafford Regional Planning Commission.
- Advised that he received some concerns from a Kelmar Drive resident in regards to plowing. There was some discussion that it is a private development and that the street still has much work before it could be accepted as a City street. It was suggested to bring the info to the Public Works Committee so they are aware.

**Assistant Director Colanto**

- Advised that the winter registration numbers for the adult hockey, basketball, etc was at 650 participants.
- Advised that Teen Night had 210 participants on Saturday night.

**Chief Planner Creighton**

- Advised that there is a Planning Board meeting tonight and mentioned some of the applicant projects.
- Advised that Planner Mears is working with the Historical Society for potential funding of the annex project.

- Advised that he would be attending the Technical Advisory Committee at Strafford Regional Planning Commission on Friday. 1/28/16

**Chief Allen**

- Advised that training for the Civilian Active Shooter course has been setup for January 15<sup>th</sup>.
- Advised that there were a few heroin overdoses over the weekend.
- Advised that new Officer Jennifer Arrajj will be released to solo patrol next week.
- Advised that there would be physical agility testing next weekend and that they would be looking for candidates to fill the 2 vacant positions.
- Advised that Officer McKenzie would be receiving an award at the Sheriff's Office for work he had done in PA.
- Advised that there was a call on Friday that showed officer restraint.

**Chief Sanborn**

- Advised that there were no major calls over the last 2 weeks. They did provide mutual aid to Farmington, Milton, Lebanon (2 calls in a week, one of which was a fatal fire) and a technical rescue in Barrington.
- Advised that E-911 mapping had been completed.

**Manager Pollard**

- Advised that her office was continuing to work on the various projects.

**Attorney O'Rourke**

- Advised that they are waiting for the judge's order on 3 cases.

**Deputy City Manager Cox**

- Advised that they are still trying to fill the vacant Accountant position.
- Advised that they are running the background for the IT position finalist.
- Advised that budget development is ramping up.

**Director Grant**

- Advised that they visited the Riviera last Thursday and that it has been cleaned up.
- Advised that signage would be discussed at the Planning Board tonight.
- Advised that there would be a preconstruction meeting on Thursday for the Clark Brook development.
- Advised that there would be a meeting on Friday to discuss FEMA flood maps.

The Management Team meeting adjourned at 9:32 AM.

Respectfully submitted,

Samantha Rodgers  
Executive Assistant



*City of Rochester*  
OFFICE OF THE CITY MANAGER  
MANAGEMENT TEAM  
31 Wakefield Street • Rochester, NH 03867  
(603) 332-1167  
[www.RochesterNH.net](http://www.RochesterNH.net)

1/28/16

**MANAGEMENT TEAM MEETING**

**January 11, 2016  
9:00 A.M.**

**PRESENT:**

Daniel Fitzpatrick, City Manager  
Blaine Cox, Deputy City Manager  
John Storer, Director of City Services  
Brian Sylvester, Library Director  
Mike Allen, Police Chief  
Norm Sanborn, Fire Chief

Jim Campbell, Planning Director  
Jim Grant, Director BZLS  
Terence O'Rourke, City Attorney  
Chris Bowlen, Director of Recreation  
Karen Pollard, Economic Development Manager  
Samantha Rodgers, Executive Assistant

**MINUTES**

City Manager Fitzpatrick called the Management Team meeting to order at 9:03 A.M.

**1. Management Team Minutes – January 4, 2016**

Minutes were approved by general consensus.

**2. City Council Inquiry Report**

There were no new items for discussion.

**3. City Calendar for Week**

Reviewed the upcoming meetings and topics for the week.

**4. Right to Know Requests**

All requests are up to date.

**5. Community Center PA System**

City Manager Fitzpatrick received a concern about the PA system at the Community Center and the sound not being consistent at basketball games. He asked Director Storer to have Buildings and Grounds Supervisor Riley look into costs for a permanent announcement system and include as a CIP Project Issue & Option.

**6. Committee member email addresses**

There was discussion as to whether city email addresses should be set up for members of committees. Deputy City Manager Cox will discuss options with MIS.

**7. Other**

**City Manager Fitzpatrick**

- Asked as to the status of the Route 125 pedestrian bridge. Director Storer said they are monitoring the weather for Saturday and will make a decision by tomorrow morning whether to reschedule until the 23<sup>rd</sup> of January.
- Discussed submitting a letter to the Planning Board against Phase II of Granite Ridge being sent to Strafford Regional Planning Commission as a project of regional impact.

**Director Sylvester**

- Advised that the Joint Loss Management Committee will be scheduling an inspection of the Gonic Fire Station. 4/28/16
- Advised that there were some leaks discovered in the Library over the weekend. Director Storer stated that there was a CIP item in the budget to address some of the immediate concerns.
- Advised that the defibrillator at the Library had a message that it was not working. They are looking into getting this fixed.

#### **Director Storer**

- Advised that the Route 125 bridge installation date would be decided by tomorrow morning due to the pending weather for this weekend.
- Advised that he has a meeting scheduled with Attorney O'Rourke and Engineer Friend-Gray to discuss the Gilbert property.
- Advised that he will be attending the Utility Advisory Board meeting tonight.
- Advised that he will look at setting up a meeting with Economic Development to discuss the budget numbers for 2 CIP projects (GSBP (Granite State Business Park) Water Loop and Rt.11 Pump Station).

#### **Director Grant**

- Advised that he will be attending the TRG meeting on Tuesday.
- Advised that there would be a ZBA meeting on Wed to discuss one case of a shed with no setbacks.

#### **Chief Allen**

- Advised that Officer Funk returned back to work after his medical leave.
- Advised that Office Arrajj was released from field training and would be on patrol.
- Advised that the cruiser accident over the weekend is under investigation.
- Advised that Active Shooter training will be held on Thursday.

#### **Manager Pollard**

- Advised that the quarterly Manufacturing Exchange will be held on Wednesday at the Gonic Mill. They are expecting a large turnout.
- Advised that the office is working on small business assistance. New businesses and business plans.

#### **Chief Sanborn**

- Advised that it was a quiet weekend.
- Advised that they provided mutual aid to Farmington (fatal fire), Strafford and Dover.
- Advised that Fire Marshal Wilder has been accepted in the National Fire Academy to start the week of February 8<sup>th</sup>.

#### **Director Bowlen**

- Advised that the newly combined Recreation and Arena committee would hold their first meeting tonight.
- Advised that the basketball program has 420 participants registered this season.
- Wanted to give kudos to the new Buildings & Grounds Supervisor Mike Riley as he has been very attentive and came in on Saturday to check things out and was able to sand and salt the entryways.

#### **Attorney O'Rourke**

- Provided a litigation update.
- Advised that the Outdoor Dining Ordinance would be discussed on Tuesday.
- Advised that they would be having an intern starting in the next couple of weeks.
- Advised that Bill SB 146 has gone for approval and it would be worth keeping an eye on as it affects local control over accessory dwellings.



- Advised that they hired a new MIS Technician, Andrew Watkins. He will be starting next Tuesday.
- Advised that the Utility Advisory Board was going to have another opening.
- Advised that they would be having interviews this week and next for the vacant Accountant I position.
- Advised that MRI would be performing an assessment of the MIS Department.

**Director Campbell**

- Advised that the Planning Board retreat is scheduled for January 25<sup>th</sup>. He will have a Draft RFQ for the Transportation Chapter of the Master Plan.
- Advised that the February 1<sup>st</sup> Planning Board should be busy, as they have several continuations on the agenda.

The Management Team meeting adjourned at 9:44 AM.

Respectfully submitted,

Samantha Rodgerson  
Executive Assistant



## *City of Rochester, New Hampshire*

PUBLIC WORKS DEPARTMENT

45 Old Dover Road • Rochester, NH 03867

(603) 332-4096 Fax (603) 335-4352

CITY OF  
Received

JAN 8 2016

City Manager  
ROCHESTER

To: Dan Fitzpatrick, City Manager

From: David Green, Chief Operator WWTF

Date: January 8, 2016

Re: Annual DMR Signature Authorization Letter

---

Please sign the attached signature authorization letter pertaining to our NPDES Permit NH0100668.

This is an annual letter that is sent in to the EPA stating who is authorized to sign the monthly DMR's.



# City of Rochester, New Hampshire

## PUBLIC WORKS DEPARTMENT

45 Old Dover Road • Rochester, NH 03867

(603) 332-4096

Fax (603) 335-4352

[www.rochesternh.net](http://www.rochesternh.net)

RECEIVED

JAN 7 2016

FINANCE OFFICE  
CITY OF ROCHESTER

### INTEROFFICE MEMORANDUM

CITY OF  
Rochester

JAN 7 2016

**TO:** Daniel Fitzpatrick, City Manager  
Blaine Cox, Deputy City Manager/Director of Finance & Administration  
Terence O'Rourke, City Attorney

**FROM:** Michael Bezanson, PE, City Engineer *MB*

**DATE:** January 4, 2016

**SUBJECT:** Catherine St./Sheridan Ave./Knight St. Area Improvements -  
Certificate of Substantial Completion

**CC:** John Storer, PE, Director of City Services

Attached are four (4) copies of the Certificate of Substantial Completion for the Catherine Street/Sheridan Avenue/Knight Street Area Improvements project, which have been submitted for signature. Attached to Certificate of Substantial Completion is a punch list of outstanding items. In addition to the punch list, there is remaining work to be completed in the spring consisting primarily of the final pavement overlay of all roads within the project area. All other highway, water, and sewer work included in this contract has been substantially completed.

#### Legal Review

*Terence O'Rourke*  
Terence O'Rourke  
City Attorney

*1/6/16*  
Date

#### Financial Review

*Blaine Cox*  
Blaine Cox  
Deputy City Manager/Director of Finance & Administration

*1/7/16*  
Date

Please contact me with any questions. If approved, please have the City Manager sign all four documents and return the signed documents to me at Public Works. Thank you.





## City of Rochester, New Hampshire

PUBLIC WORKS DEPARTMENT  
45 Old Dover Road • Rochester, NH 03867  
(603) 332-4096 Fax (603) 335-4352  
[www.rochesternh.net](http://www.rochesternh.net)

CITY OF  
Received  
JAN 20 2016  
City Manager  
ROCHESTER

### INTEROFFICE MEMORANDUM

**TO:** Daniel Fitzpatrick, City Manager  
Blaine Cox, Deputy City Manager/Director of Finance & Administration  
Terence O'Rourke, City Attorney

**FROM:** Michael Bezanson, PE, City Engineer *MB*

**DATE:** January 15, 2016

**SUBJECT:** EDA Project No. 01-01-14253 -  
Amendment to the Financial Assistance Award

**CC:** John Storer, PE, Director of City Services

As requested by the City of Rochester, the Economic Development Administration (EDA) has approved an Amendment to the Financial Assistance Award that extends the following dates: Start of Construction, Construction Period End Date, and Project Closeout. These date changes allow the project to proceed as anticipated by our design consultant's projected schedule. There are no changes to the costs associated with this award.

#### Legal Review

*Terence O'Rourke*  
Terence O'Rourke  
City Attorney

*1/19/16*  
Date

#### Financial Review

*Blaine Cox*  
Blaine Cox  
Deputy City Manager/Director of Finance & Administration

*1/19/2016*  
Date

Original documents are being sent by mail to the City Manager's Office. Please contact me with any questions. If approved, please have the City Manager sign all copies of the document and process as requested by EDA. One signed copy should be sent to me for the project files. Thank you.



UNITED STATES DEPARTMENT OF COMMERCE  
Economic Development Administration  
The Curtis Center  
601 Walnut Street  
Suite 140S  
Philadelphia, PA 19106-3323

JAN 13 2016

In reply refer to:  
Investment No.: 01-01-14253

CITY OF  
Received  
JAN 15 2016  
City Manager  
ROCHESTER

Daniel Fitzpatrick, City Manager  
City of Rochester  
31 Wakefield Street  
Rochester, NH 03867

Re: EDA Project No. 01-01-14253  
City of Rochester, Water and Sewer Line Extensions  
Amendment 1

Dear Mr. Fitzpatrick:

We are pleased to inform you that the Economic Development Administration (EDA) has approved an Amendment to the Financial Assistance Award which is described on the enclosed CD-451, Amendment to the Financial Assistance Award. The award has been provided under Section 209 (42 U.S.C. § 3141) of the Public Works and Economic Development Act of 1965, as amended.

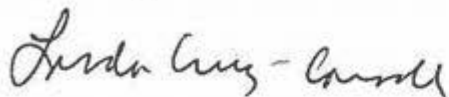
Enclosed are three signed copies of the Amendment to Financial Assistance Award, Number 1. Your agreement to the terms and conditions of the award should be indicated by the signatures of the principal official on each of the copies of the Amendment to Financial Assistance Award. Two of the executed copies must be returned within 30 days of receipt to the Regional Director, Linda Cruz-Carnall, US Department of Commerce – EDA, Philadelphia Regional Office, The Curtis Center, Suite 140 South, 601 Walnut Street, Philadelphia, Pennsylvania 19106.

You are cautioned not to make any commitments in reliance on this Amendment, nor to enter into any negotiations relative thereto, until you have carefully read the terms and conditions of the Amendment and have determined that you are in compliance or that you can comply therewith. Any commitments or undertakings entered into prior to obtaining the approval of the Government in accordance with its regulations and requirements will be at your own risk.



I share your expectations regarding the impact of this investment and look forward to working with you to meet the economic development needs of your communities.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda Cruz-Carnall". The signature is fluid and cursive, with the first name "Linda" being the most prominent.

Linda Cruz-Carnall  
Regional Director

Enclosures





## City of Rochester, New Hampshire

### PUBLIC WORKS DEPARTMENT

45 Old Dover Road • Rochester, NH 03867  
(603) 332-4096 Fax (603) 335-4352

[www.rochesternh.net](http://www.rochesternh.net)

CITY OF  
Received  
JAN 13 2016  
City Manager  
ROCHESTER

---

### INTEROFFICE MEMORANDUM

---

**TO:** Daniel Fitzpatrick, City Manager  
**FROM:** Lisa J. Clark, DPW Office Manager  
**DATE:** January 13, 2016  
**SUBJECT:** Homeland Security Grant  
WTP –Security Fencing  
  
**CC:** John B. Storer, PE – Director City Services

---

Attached please find several signature documents required for processing the Homeland Security Grant. .

The grant application was approved by City Council at the December 2015 Regular City Council Meeting. The award was received from NHDOS on 12/11/15 in the amount of \$25,000. The funding was approved at the Regular City Council Meeting held 1/12/16.

If you have any questions please let me know, please sign and return to DPW for distribution. e returned to the DPW for distribution.



*City of Rochester, New Hampshire*  
OFFICE OF THE CITY ATTORNEY  
19 Wakefield Street • Rochester, NH 03867  
(603) 335-7564  
[www.RochesterNH.net](http://www.RochesterNH.net)

CITY OF  
Received  
JAN 19 2016  
City Manager  
ROCHESTER

# Memorandum

To: Daniel W. Fitzpatrick, City Manager  
From: Terence O'Rourke, City Attorney *[Signature]*  
Date: January 19, 2015  
Re: Site Certificate for Salmon Falls Road/Milton Road Project

---

In order to receive EDA funding for the Salmon Falls Road and Milton Road Water and Sewer Improvement Project, the City must submit a Site Certificate. One of the certifications consists of the City confirming that it did not use eminent domain to secure any of the land being used for the project. The certification must be signed by the City Manager. The City did not use eminent domain and I recommend that you sign the certification.





## City of Rochester, New Hampshire

PUBLIC WORKS DEPARTMENT

45 Old Dover Road • Rochester, NH 03867

(603) 332-4096

Fax (603) 335-4352

[www.rochesternh.net](http://www.rochesternh.net)




---

### INTEROFFICE MEMORANDUM

---

**TO:** Dan Fitzpatrick, City Manager  
**FROM:** Lisa J. Clark, DPW Office Manager *LJC*  
**DATE:** January 19, 2016  
**SUBJECT:** State of NH Health and Human Services Lease Extension  
**CC:** John B. Storer, PE Director City Services

---

Per City Council decision and resolution completed at January 12, 2016 City Council meeting, you have been given authority to execute the attached lease extension. This extension will extend the current lease through December 31, 2016 and does not change any responsibilities on either party.

During this time the DPW Staff will work with the Finance Department to effect a long term lease agreement with NH DHHS.

Please sign and return to the DPW for distribution.



## City of Rochester, New Hampshire

### PUBLIC WORKS DEPARTMENT

45 Old Dover Road • Rochester, NH 03867  
(603) 332-4096 Fax (603) 335-4352

[www.rochesternh.net](http://www.rochesternh.net)

CITY OF  
Received  
JAN 25 2016  
City Manager  
ROCHESTER

### INTEROFFICE MEMORANDUM

**TO:** Daniel Fitzpatrick, City Manager  
Blaine Cox, Deputy City Manager/Director of Finance & Administration  
Terence O'Rourke, City Attorney

**FROM:** Michael Bezanson, PE, City Engineer *MBS*

**DATE:** January 20, 2016

**SUBJECT:** Water Filtration Plant Upgrades - Change Order No. 2

**CC:** John Storer, PE, Director of City Services

Attached are five (5) copies of Change Order No. 2 for the Water Filtration Plant Upgrades project. This change order reflects a \$167,526.90 increase in contract price and a 22 day increase in contract time. There is sufficient funding available for this change in the current project budget (Account #55016010-772000-14527). This is a DWSRF funded project. I recommend approval of this change order.

#### Legal Review

*Terence O'Rourke*  
\_\_\_\_\_  
Terence O'Rourke  
City Attorney

*1/21/16*  
\_\_\_\_\_  
Date

#### Financial Review

*Blaine Cox*  
\_\_\_\_\_  
Blaine Cox  
Deputy City Manager/Director of Finance & Administration

*1/25/2016*  
\_\_\_\_\_  
Date

Please contact me with any questions. If approved, please have the City Manager sign all five documents and return the signed documents to me at Public Works.

Thank you.



# City of Rochester Grant ≤ \$10,000 Application

## City Manager Approval

CITY OF  
Received  
JAN 7 2016  
City Manager  
ROCHESTER

GRANT SUBJECT & AMOUNT:  
ARTS & ECONOMIC PROSPERITY 5 - \$5,000

TODAY'S DATE:	1/7/2016
DEPT. HEAD SIGNATURE:	<i>Karen Pallard</i>
APPLICATION DEADLINE:	
ATTACHMENTS	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 6 pages

### COMMITTEE SIGN-OFF

COMMITTEE:	
CHAIR PERSON:	

### ADMINISTRATIVE APPROVALS

CHIEF FINANCIAL OFFICER:	
CITY MANAGER:	<i>[Signature]</i>

### MATCHING FUNDS BUDGET INFORMATION

SOURCE OF MATCHING FUNDS (if required):	NO matching funds
SOURCE ACCOUNT NUMBER:	
MATCH AMOUNT:	
APPROPRIATION REQUIRED No	Grants requiring City financial participation – funds must already be appropriated as part of existing budget.

### LEGAL AUTHORITY

--

### SUMMARY STATEMENT

The Economic Development Department requests permission to apply for grant funds in the amount of \$5,000 to temporarily increase capacity to complete the Americans for the Arts - ARTs & Economic Prosperity 5 audience surveys. We would like to have the services of an Intern for June, July and August 2016 to assist with the collection of +800 audience surveys at arts and cultural events in the city of Rochester. We would like to apply for \$5,000 to fund the Intern for 10 weeks June 6 through August 19, 2016 at an estimated \$12 per hour. If we are unsuccessful in securing grant funds we will attempt to find a volunteer to work with us without compensation.

### RECOMMENDED ACTION

We request approval to seek grant funding in the amount of \$5,000 without a matching fund requirement.





## *City of Rochester, New Hampshire*

*Division of Community Development*

*31 Wakefield Street, Rochester NH 03867*

*(603) 335-7522 [www.thinkrochester.biz](http://www.thinkrochester.biz)*

FOR IMMEDIATE RELEASE

January 4, 2016

# ARTS & ECONOMIC PROSPERITY 5 BEGINS IN ROCHESTER

ROCHESTER, NH JOINS AMERICANS FOR THE ARTS' NATIONAL STUDY OF  
ECONOMIC IMPACT

Rochester, NH.— The Arts Mean Business. That is the message being delivered today by the Rochester Economic Development Office and the Rochester Arts & Cultural Commission, who announced they have joined the *Arts & Economic Prosperity 5*, a national study measuring the economic impact of nonprofit arts and culture organizations and their audiences. The research study is being conducted by local volunteers and will measure the impact of arts spending on local jobs, community investment and revenue generated and will be compared to the benchmark study in 2011. The Economic Development Office and the Arts & Culture Commission will conduct the project from now through the Fall of 2016. Americans for the Arts will report on the economic analysis and their findings in June 2017.

As one of nearly 300 study partners across all 50 states plus the District of Columbia, Rochester will collect detailed data about our local nonprofit arts and culture organizations such as the Rochester Opera House, dance companies and Downtown festivals and events. Karen Pollard, Rochester's Economic Development Manager expects that "the report on local economic impact will be valuable to measure our efforts in Downtown revitalization and our expansion of arts, culture and tourism, all of which are inter-related components of our Creative Economy." The report will be available to the public, but also a useful resource to local businesses and arts organizations as they seek support for new activities.

Rochester will also collect surveys from attendees at arts events using a short, anonymous questionnaire that asks about spending on meals, transportation, dining and shopping specifically as a

result of attending the event. Previous studies have shown that the average attendee spends \$24.60 per person, while non-resident Rochester attendees report \$20.40 per person (2011) beyond the cost of admission. Also from the 2011 survey, the city knows that 58.8% of residents who attend a Rochester arts or cultural event would have traveled elsewhere for that experience if necessary, and 69.4% of non-residents agreed. Customized findings for the City of Rochester will include:

- The total dollars spent by Rochester's nonprofit arts organizations. (2011 - \$4,322,451)
- The total dollars spent by audiences as a direct result of their attendance at arts and cultural events in the city. (2011 - \$3,068,572)
- The number of full-time equivalent jobs supported by arts spending. (2011 - 215 FTE jobs)

According to Americans for the Arts IV, the most recent national study, the national nonprofit arts industry generated 4.1 million jobs and \$132.5 billion in total economic activity during 2011, demonstrating additional event-related spending pumps revenue into the local economy.

Rochester Arts & Cultural Commission Chair Matt Wyatt shares his insight into the project. "Arts programming provides the community with accessible and enriching experiences that bolster public confidence and attract new tenants and investors to Rochester. It's critical we continue to study the economic impact of the arts in order to evolve and improve the cultural landscape of the city. This study could shine a light on different kinds of arts and cultural activity that may be less known or understood." Wyatt is also the curator for the Rochester Museum of Fine Arts and former Chairman of ArtEsprit, a public art organization in Rochester

Americans for the Arts' *Arts & Economic Prosperity 5* study is supported by The Ruth Lilly Fund of Americans for the Arts. For a full list of the nearly 300 study partners, visit [www.AmericansForTheArts.org/AEP5Partners](http://www.AmericansForTheArts.org/AEP5Partners).

- # # # -



## Key Responsibilities, Timelines, & Due Dates

The City of Rochester Department of Economic Development has agreed to complete the following five requirements as an *Arts and Economic Prosperity 5* study partner. (You have already completed two of the five.)

- ☒ Make Arrangements to Pay your Study Participation Fee
- ☒ Appoint a Primary Project Contact who is responsible for completing your data collection requirements
- ☐ Create Your Comprehensive List of Eligible Organizations:
  - The City of Rochester Department of Economic Development is responsible for compiling a comprehensive list of all the eligible nonprofit arts and culture organizations, programs, and facilities that are located in the City of Rochester. Detailed instructions for creating this comprehensive list are included in the left side of this Study Welcome Packet folder. **The completed list is due to Americans for the Arts by March 31, 2016.**
- ☐ Collect Your Minimum of 800 Audience-Intercept Surveys:
  - The City of Rochester Department of Economic Development is responsible for returning a minimum of at least 800 completed Audience-Intercept Surveys from attendees at arts events and cultural events that take place in the City of Rochester during calendar year 2016. Detailed data collection instructions for collecting the audience surveys are included in the left side of this Study Welcome Packet folder.
  - Completed **paper** audience surveys should be mailed or shipped to Americans for the Arts in four batches on a quarterly basis. This process will ensure that we can complete the coding, data entry, and data cleaning processes throughout the year. It will also allow us to track your progress. (Web-based surveys will be uploaded automatically to our secure research server.)
- ☐ Solicit Responses from the Non-Responding Eligible Organizations:
  - Americans for the Arts, in partnership with the DataArts (formerly the Cultural Data Project), will send a web-based organizational expenditure survey to every single one of the eligible organizations on your comprehensive list. We will send an initial survey invitation, followed by several reminder messages. No matter our effort, however, there will be a need for you to get on the phone and ask non-responding organizations to take the time to fill out the survey. Detailed instructions for the organizational survey process will be distributed via e-mail in the spring of 2016.

## Project Timeline and Due Dates

DUE DATE	RESPONSIBLE PARTY	TASK / ACTIVITY
<b>UPON RECEIPT</b> of this Study Welcome Packet	City of Rochester Department of Economic Development	<p>Completely review the Study Welcome Packet, and:</p> <ul style="list-style-type: none"> <li>• Contact Ben Davidson to correct errors on the Customized Partner Summary, if necessary</li> <li>• Customize the sample Arts Community Announcement and distribute it to the arts organizations in the City of Rochester.</li> <li>• Select the arts and cultural performances, events, and exhibits where your quarterly quota of 200 completed Audience-Intercept Surveys will be collected by between January 1 and March 31, 2016. Contact the presenting and/or producing organizations for those events and exhibits to request their support and assistance.</li> <li>• Consider organizing a meeting with your community's presenting and producing organizations to discuss the Audience-Intercept Survey process and solicit their support in the effort (this specific activity is recommended; it is <u>not</u> required).</li> </ul>
January 1, 2016	City of Rochester Department of Economic Development	<p>The Audience-Intercept Survey data collection process can begin! You do not have to actually collect surveys on January 1<sup>st</sup>—but you certainly can, if there's an event during which you want to collect surveys.</p> <ul style="list-style-type: none"> <li>• The requirement is that you collect at 800 completed surveys from attendees at events that take place within the City of Rochester during calendar year 2016.</li> </ul>
March 15, 2016	City of Rochester Department of Economic Development	<p>Select the arts and cultural performances, events, and exhibits where your quarterly quota of 200 completed Audience-Intercept Surveys will be collected by between April 1 and June 30, 2016. Contact the presenting and/or producing organizations for those events and exhibits to request their support and assistance.</p>
March 31, 2016	City of Rochester Department of Economic Development	<p>Your comprehensive list of all eligible nonprofit arts and culture organizations, programs, and facilities located within the City of Rochester is due to Americans for the Arts.</p> <p>Collect and review the first quarter's completed paper audience surveys, and ship them to Americans for the Arts for processing and analysis.</p>



DUE DATE	RESPONSIBLE PARTY	TASK / ACTIVITY
May 16, 2016	City of Rochester Department of Economic Development	You will e-mail all of the eligible organizations on your comprehensive list to alert them that the <b>Organizational Survey</b> will soon be distributed. <i>Much more detailed information about this process will be distributed by Americans for the Arts to the study partners via e-mail in the early spring.</i>
June 1, 2016	Americans for the Arts	Americans for the Arts will e-mail the web-based Organizational Survey to the primary contact that you provide for every eligible nonprofit arts and culture organization identified on your comprehensive list. You will be provided with the ability to easily track the real-time status of each of the eligible organizations you identified that are located within the City of Rochester.
June 15, 2016	City of Rochester Department of Economic Development	<b>Select the arts and cultural performances, events, and exhibits where your quarterly quota of 200 completed Audience-Intercept Surveys will be collected by between July 1 and August 31, 2016.</b> Contact the presenting and/or producing organizations for those events and exhibits to request their support and assistance.
June 30, 2016	Americans for the Arts	The initial deadline for the Organizational Expenditure Survey to be submitted to Americans for the Arts by all eligible nonprofit arts and culture organizations on your comprehensive list. We will send several reminder messages to the non-respondents.
June 30, 2016	City of Rochester Department of Economic Development	<b>Collect and review the second quarter's completed paper audience surveys, and ship them to Americans for the Arts for processing and analysis.</b>
July 22, 2016	Americans for the Arts	The extended deadline for the Organizational Survey to be submitted to Americans for the Arts by all eligible nonprofit arts and culture organizations on your comprehensive list. We will send several reminder messages to the non-respondents.
July 31, 2016	Americans for the Arts	The final deadline for the Organizational Survey to be submitted to Americans for the Arts by all eligible nonprofit arts and culture organizations on your comprehensive list. We will send a reminder message.
August 1, 2016	City of Rochester Department of Economic Development	<b>You will e-mail all of the non-responding eligible organizations on your comprehensive list to alert them that the ABBREVIATED version of the Organizational Survey will soon be distributed.</b> Much more information about this process will be distributed by Americans for the Arts to the study partners via e-mail in the early spring.



DUE DATE	RESPONSIBLE PARTY	TASK / ACTIVITY
August 8, 2016	Americans for the Arts	In partnership with DataArts (Cultural Data Project), implement the one-page abbreviated version of the Organizational Survey. This will include several reminder messages.
August 8, 2016	City of Rochester Department of Economic Development	<b>Begin contacting the eligible organizations located in the City of Rochester that have not yet submitted their abbreviated Organizational Survey.</b> This effort will continue through October 30.
August 15, 2016	Americans for the Arts	Mail invoices for the second installment of the study participation fee (if applicable).
August 15, 2016	City of Rochester Department of Economic Development	<b>Select the arts and cultural performances, events, and exhibits where your quarterly quota of 200 completed Audience-Intercept Surveys will be collected by between September 1 and December 31, 2016.</b> Contact the presenting and/or producing organizations for those events and exhibits to request their support and assistance.
September 30, 2016	City of Rochester Department of Economic Development	<b>Collect and review the third quarter's completed paper audience surveys, and ship them to Americans for the Arts for processing and analysis.</b>
October 30, 2016	City of Rochester Department of Economic Development	<b>The final deadline for all Organizational Survey data to be delivered to Americans for the Arts (based on your efforts following up with the non-responders to the web-based survey).</b>
January 13, 2017	City of Rochester Department of Economic Development	<b>The fourth and final shipment of completed Audience-Intercept Surveys is due to Americans for the Arts for processing and data entry.</b>
February 15, 2017	Americans for the Arts	Data entry and data cleaning of all Audience-Intercept Survey and Organizational Survey data is completed. Data analysis will commence.
March 30, 2017	Americans for the Arts	Data analysis and input/output modeling is completed.
April 30, 2017	Americans for the Arts	Americans for the Arts delivers the final customized report and other project deliverables to the City of Rochester Department of Economic Development. Mail invoices for the third and final installment of the study participation fee (if applicable).
June 2017	Americans for the Arts	The local and national findings from <i>Arts and Economic Prosperity 5</i> are released by Americans for the Arts in collaboration with all of our study partners.

Date: January 11, 2016  
To: Dan Fitzpatrick  
City Manager  
From: Julian Long  
Community Development Coordinator/Grants Manager

CITY OF  
Received  
JAN 12 2016  
City Manager  
ROCHESTER

Re: Request for Signature on Contract between Bridging the Gaps and Human Services Research Institute

Please see attached the completed contract between Bridging the Gaps and Human Services Research Institute, which has been signed by a HSRI representative, regarding contractual evaluation and analysis services. This contract has been reviewed and approved by the Bridging the Gaps' Coalition Coordinator, the City of Rochester's Grants Manager, and the City of Rochester's attorney.

The contract requires the signature of the City Manager as the authorized City official. The signature of a witness is also required.

Thank you very much. Please contact Julian with any questions or concerns.

Approved  
Terence O'Rourke  
City Attorney

Date: January 11, 2016  
To: Dan Fitzpatrick  
City Manager  
From: Julian Long  
Community Development Coordinator/Grants Manager

CITY OF  
Received  
JAN 12 2016  
City Manager  
ROCHESTER

Re: Bridging the Gaps Continuing Grant Application

Please see attached the completed continuation grant application for FY 2016-2017 for Bridging the Gaps. The City Council approved the formation of a fiscal agent relationship with Bridging the Gaps on December 16, 2014, and these grant applications are required for Bridging the Gaps to continue to receive federal funding.

The attached forms require the signature and date of the City Manger prior to submission. The specific pages to be signed have been marked.

Thank you very much. Please contact Julian with any questions or concerns.

**Samantha Rodgerson**

---

**From:** Karen Pollard  
**Sent:** Monday, January 11, 2016 3:53 PM  
**To:** Dan Fitzpatrick  
**Cc:** Samantha Rodgerson; Jennifer Marsh  
**Subject:** DES Expedited Review  
**Attachments:** Waterstone Expedited Review 1-11-2016.docx

**Importance:** High

Dan,

Doug Richardson of Waterstone Retail decided to take you up on the offer to help with expedited review. Phase I is still at NHDES – just the small section where the new road will connect from Wal-Mart to Phase 1 I believe. I've drafted a letter for you but sent it electronically so it can be modified and put on your own letterhead before being e-mailed to NH DES. If you can provide copies at the next Waterstone meeting (Jan 19?) that will keep us all in the loop.

Thanks,

Karen

Karen Pollard, CEcD, EDP  
 Economic Development Manager

City of Rochester  
 Mailing address: 31 Wakefield Street  
 Office Location: 150 Wakefield Street  
 Rochester, NH 03867  
 603-335-7522  
 603-833-9194 - cell  
 603-335-7597 - fax  
[www.thinkrochester.biz](http://www.thinkrochester.biz)  
[Karen.Pollard@rochesternh.net](mailto:Karen.Pollard@rochesternh.net)

**IMPORTANT PRIVACY NOTICE**

This email contains information that may be confidential and privileged. If you are not the intended recipient, please refrain from disclosing, copying, distributing, or using any information contained herein. Please note such actions are prohibited. If you have received this email in error, please notify the sender immediately.





*City of Rochester, New Hampshire*

CITY MANAGER

31 Wakefield Street • Rochester, NH 03867

(603) 332-1167

[www.RochesterNH.net](http://www.RochesterNH.net)

January 11, 2016

**Mr. Thomas Burack, Commissioner**  
**New Hampshire Department of Environmental Services**  
 PO Box 95  
 Concord, NH 03302-0095

Re: Expedited DES Review of NHDES File Number 151221-197 – Alteration of Terrain for Waterstone Retail: and NHDES Wetlands File 2015-02926 Dredge & Fill Permit

Commissioner Burack:

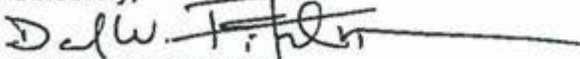
The City of Rochester greatly appreciates your personal efforts to support economic development projects in Rochester, and allowing your staff the extra time and flexibility necessary to work with us on the complex issues that we sometimes face.

Over the past two years the New Hampshire Department of Environmental Service has been meeting with City of Rochester employees and officials in significant expansion of the commercial district known as the Granite Ridge Development District. Phase I of the project involves a 280,000 square foot shopping and entertainment center which is under construction and plans a Spring 2016 Grand Opening. Phase II is in local review and approval now and NH DES professional staff should be receiving new AOT and Dredge & Fill applications the week of January 18, 2016. It is possible, although not desirable, that Phase I and Phase II applications will overlap at awaiting NH DES.

The Phase I applications waiting for review involve the approvals for Marketplace Boulevard, the new city street that will provide an alternative to Route 11 and provide interconnection between the various Phases of development. To the City of Rochester this is a critical design component of the development district, and one that has multiple benefits include safety, smart urban design and maximum protection of natural resources. Gloria Andrews at AOT in Concord, and David Price at Wetlands in Portsmouth have been very helpful, but cannot expedite on their own. The City of Rochester asks that the Phase I reviews be expedited for the construction of Marketplace Boulevard.

Thank you for considering this request for expedited review and your critical support for growing the community's business base in a sustainable way.

Sincerely,

  
 Daniel W. Fitzpatrick  
 City Manager

CC: Doug Richardson, Waterstone Retail  
 Ken Mavrogeorge, Tighe & Bond  
 NH DRED – Commissioner Jeffrey Rose & Staff  
 Planning, DPW, Economic Development & BZLS



Norman Sanborn, Jr.  
Chief of Department

Rochester Fire Department  
City of Rochester  
37 Wakefield Street • Rochester, NY 14607

CITY OF  
Received  
JAN 25 2016  
City Manager  
ROCHESTER

Tel: (603) 332-7545  
Fax: (603) 332-9711

January 25, 2016

TO: City Manager Dan Fitzpatrick

FROM: Fire Chief Norm Sanborn, Jr. *Norm Sanborn Jr.*

SUBJECT: Strafford County Public Health Regional Memorandum of Understanding

A few years ago you signed this document and we are being asked to have this revised agreement signed.

The purpose of this agreement is to establish a cooperation agreement between the Cities and Towns listed.

This would take effect during a public health event affecting a large population in our region.

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



## Office of Finance and Administration

(603) 335-7609 Fax (603) 335-7589

1. Applicant's Name: Michelle Mears

2. Department: Planning + Development

3. The course(s) is(are) related to the employee's job or as part of a career development program: Yes X No    

4. Number of Courses for this employee already approved for the current fiscal year is: 03 (attach copies of prior approvals)

5. Course(s) for which reimbursement is now being requested:

a. Name of Course Seminar in Public Administration Technology + Government; Cost: \$1950; and  
dates of Course: from 1/17/16 to 3/7/16

b. Name of Course \_\_\_\_\_; Cost: \_\_\_\_\_; and  
dates of Course: from \_\_\_\_\_ to \_\_\_\_\_

c. Name of Course \_\_\_\_\_; Cost: \_\_\_\_\_; and  
dates of Course: from \_\_\_\_\_ to \_\_\_\_\_

6. Reimbursement for only the cost of the course will be as follows:  
100% for an A grade; 90% for a B grade; 70% for a C grade.

7. Upon course completion, proof of course completion and grade attainment must be submitted for reimbursement.

8. Department head approval signature: [Signature] 1/8/16

9. Date of Department head's approval: \_\_\_\_\_

10. Finance Director approval signature: Blaun Cox

11. Date of Finance Department approval: 1/11/16

12. City Manager's approval Signature: D.W. Fitts

13. Date of City Manager's Signature: \_\_\_\_\_

JAN 11 2016

xc: City Mgr Report

1/28/16



Victoria F. Sheehan  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

CITY OF  
Received

JAN 25 2016

City Manager  
ROCHESTER

January 21, 2016

Daniel W. Fitzpatrick  
City Manager  
City of Rochester  
31 Wakefield St  
Rochester NH 03867

Dear Mr. Fitzpatrick

We have considered your request of December 14, 2016 regarding the establishment of a "No Parking" zone on Highland Street. RSA 265:69 II (c) restricts a vehicle from standing or parking except momentarily to pick up or discharge a passenger within 20 feet of a crosswalk at an intersection. Due to this fact an additional no parking regulation and signage would be redundant.

If you have any questions regarding this matter please feel free to contact me at (603) 271-2291.

Sincerely,

William R. Lambert, P.E.  
Traffic Engineer/Administrator  
Bureau of Traffic  
Tele: (603)271-2291

WRL:WJK  
Encl.  
c.c Track-it #2897





## City of Rochester Dept of Public Works

45 Old Dover Road  
Rochester, NH 03867  
Phone: (603) 332-4096  
Fax: (603) 335-4352

# Memo

**To:** Dan Fitzpatrick, City Manager

**From:** John B. Storer, P.E. Director of City Services

**CC:** Blaine Cox, Deputy City Manager

**Date:** January 27, 2016

**Re:** Addressing City Council Inquiries – PWC Meeting of 12/17/15

The January City Council Inquiry Report noted 3 items that originated at the Public Works Committee Meeting of 12/17/15. Information is provided below.

Ten Rod Road Business Park signage – is it lit and does the City pay the light bill for it?

The sign should be lit and active any day now. The City's work had been completed and we were waiting on Eversource to complete the electrical connection and energize the service. Pending any direction to the contrary, the electrical bill will be included under the Department of Public Works' line item for "City Street Lights". Economic Development funded the installation of the required electrical service. Our Buildings & Ground staff excavated a trench to install required conduit. B&G's also coordinated an electrical contractor to set the electrical meter enclosure and panel. B&G's will complete minor landscaping in the spring where the trench was excavated.

Rt. 11/Little Falls Bridge Road Mast Arms and Traffic Light equipment – upgrading or replacement?

The existing traffic lights were salvaged and re-used. The existing mast arms for Rt. 11 southbound and Little Falls Bridge Road were detached and stored, their bases and locations were modified, and then the existing mast arms and lights were reinstalled. During this process temporary lights were installed, suspended on wiring between wooden utility poles. The new Marketplace Blvd. signals and mast arm are new and have been installed. The northbound Rt. 11 mast arm was not impacted.

Why barricades are blocking parking area on Hillsdale Drive?

The barricades in question were placed by Public Works in response to a complaint from an abutting resident. Hillsdale Drive is a public way all the way down to the Cocheco River. However, the City is only plowing and maintaining the upper portion that is still required for access by residents. Apparently people were parking down by the river, congregating, leaving trash behind, and discarding hypodermic needles. The barricades were installed just past the last residence on Hillsdale Drive to prevent vehicles from parking at the river.

The barricades can easily be removed pending direction to do so. Hillsdale Drive also abuts the football practice field for Spaulding High School.

## Council Inquiry report 20160201

NUMBER	COUNCIL MEMBER	FORUM	REQUEST/INQUIRY	ACTION
1	Varney	11/10/2015 Finance Committee	The budget implications of the recently increased Veteran's Tax Credit.	to be discussed at February Finance meeting.
2	Varney	11/10/2015 Finance Committee	The estimated final construction cost numbers for the East Rochester School Project.	to be discussed at February Finance meeting.
3	Varney	11/10/2015 Finance Committee	The Annual Reports for the City's Tax Increment Financing Districts	to be discussed at February Finance meeting.
4	Lauterborn	12/1/2015 City Council meeting	Is the SBDC a quasi-government agency, are they federally funded?	<b>Included in Jan. CM Report - Item closed.</b>
5	Varney	12/17/2015 Public Works Committee	Ten Rod Road Business Park signage - is it lit and does the City pay the light bill for it?	<b>Memo to be included in CM Report for Feb. - Item closed</b>
6	Torr	12/17/2015 Public Works Committee	Rt. 11/Little Falls Bridge Road Mast Arms and Traffic Light equipment - upgrading or replacement?	<b>Memo to be included in CM Report for Feb. - item closed</b>
7	Walker	12/17/2015 Public Works Committee	Why barricades are blocking parking area on Hillsdale Drive.	<b>Memo to be included in CM Report for Feb. - item closed</b>

1/28/16

PERMITS ISSUED Jan 2016

DATE RECEIVED	DATE ISSUED	PERMISSION PERMITS	MISCELLANEOUS	DATE OF EVENT
1/7/2016	1/25/2016	BANNERS	Chamber Expo banners	April 29 - May 12
1/7/2016	1/25/2016	BANNERS	Chamber - holiday event	November 25 - Dec 4
1/7/2016	1/25/2016	EVENT	Chamber Expo	5/12/2016
1/7/2016	1/25/2016	RAFFLE	Chamber Expo raffle	5/12/2016
1/7/2016	1/25/2016	RAFFLE	Chamber Annual Dining raffle	12/13/2016
1/7/2016	1/25/2016	TAG	Chamber parade tagging	Nov. 18 & 19 and Nov. 25-27
1/7/2016	1/25/2016	EVENT	Chamber - Holiday Tree Lighting	12/2/2016
1/7/2016	1/25/2016	EVENT	Chamber - Holiday Parade	12/4/2016
1/7/2016	1/25/2016	RAFFLE	Chamber - Annual Raffle	8/12/2016
1/7/2016	1/25/2016	RAFFLE	Club Victoire	2016 - yearly permit
1/26/2016	pending	BANNERS	Arts & Culture Commission - banners at Community Center	Feb 1 - June 1
1/26/2016	pending	EVENT	Children's Dyslexia Center 5K Run/Walk	4/2/2016

1/28/16

[illegible]

**To:** Jennifer Marsh  
**Subject:** RE: City Advisory Board

---

**From:** Bill Mello [<mailto:BMello@phase2medical.com>]  
**Sent:** Tuesday, January 26, 2016 12:29 PM  
**To:** Jennifer Marsh  
**Subject:** RE: City Advisory Board

Jennifer.

Sorry about the previous e-mail I thought I had responded. But I will be appreciative of a business owner taking my seat on the board prior to 12/31/16.

Best regards,

Bill

**Bill Mello**  
Director of Finance  
Phase 2 Medical Manufacturing, Inc.  
603-332-8900 ext: 1049  
[www.phase2medical.com](http://www.phase2medical.com)

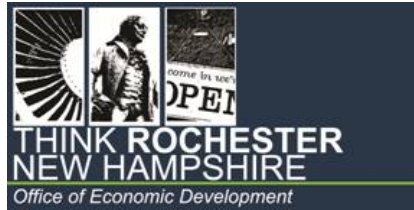


This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential, subject to copyright or constitutes a trade secret. If you are not the intended recipient you are hereby notified that any dissemination, copying or distribution of this message, or files associated with this message, is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.



This page has  
been  
intentionally left  
blank.





City of Rochester, New Hampshire  
Office of Economic Development  
31 Wakefield Street  
Rochester, NH 03867

# MEMO

---

**TO:** Mayor McCarley, City Council Members

**CC:** Kelly Walters, City Clerk; Karen Pollard, Economic Development Manager

**FROM:** Jennifer Marsh, Economic Development Specialist

**DATE:** 1/28/16

**RE:** Granite State Park TIF Advisory Board

---

The Economic Development Department is looking for a Mayoral appointment for the GSBB TIF Advisory Board.

Mark Hourihane of Hourihane, Cormier and Associates was the last appointed member by the Former Mayor and with Mark's expertise in the Real Estate Market and also serving on the Board since the inception of this Advisory Board we recommend Mark Hourihane be re-appointed by Mayor McCarley.

Our recommendations for the other positions on the Advisory Board are the follows:

Tamara Hewitt, Inventory Optimization Analyst, Albany Engineered Composites. Tamara would fill Bill Mello's appointment as he is resigning from the Committee due to time constraints.

Brian Godbout, President of Solid Machine. Brian would be replacing Sam Campagna who no longer works in the area. Sam's term has expired.

Brooks McQuade, Sr. Director of Procurement and Special Projects at Frisbie Hospital. Brooks would be filling Pete Amaroa's expired appointment.

See attached Proposed Advisory Board list for expiration dates and terms.

**Granite State Business Park  
Tax Increment Financing District  
Proposed Advisory Board**

Revised January 28, 2016

5 members, more than 50% owners or tenants  
3 Year Terms – initial appointments are staggered

District Administrator – City Manager Daniel Fitzpatrick (or Designee)

Staff Support – Jennifer Marsh, Economic Development Specialist

By Position:

Rochester Economic Development Commission Chair  
Susan DeRoy, Monarch School of New England  
61 Eastern Avenue, Rochester, NH 03867

Landowners & Occupants:

3 Year Appointment – **Proposed Expiration Date Expires Dec. 31, 2016**  
Tamara Hewitt, Inventory Optimization Analyst/SBLO  
Albany Engineered Composites, Inc.  
112 Airport Drive, Rochester, NH 03867

2 Year Appointment – **Proposed Expiration Date Expires Dec. 31, 2017**  
Brian Godbout, President  
Solid Machine  
61 Airport Drive, Rochester, NH 03867

3 Year Appointment – **Proposed Expiration Date Expire Dec. 31, 2015**  
Brooks McQuade, Sr. Director of Procurement and Special Projects  
Frisbie Memorial Hospital  
11 Whitehall Road, Rochester, NH 03867

By Appointment of the Mayor

**3 Year Appointment – REAFFIRM Expiration Date Expires December 31, 2017**  
Mark Hourihane, Broker/Owner  
Hourihane, Cormier & Associates  
170 South Main Street, Rochester, NH 03867



## Reports of Committees

January 2016

- Community Development - Forthcoming 1/28/2016
- Public Safety Committee – 1/20/2016
- Public Works and Building Committee – 1/21/2016

This page has  
been  
intentionally left  
blank.



*Community Development  
Committee 1/28/2016 Meeting*

*Forthcoming...*

This page has  
been  
intentionally left  
blank.



Public Safety Committee  
Council Chambers  
January 20, 2016  
7:00 PM

**MEMBERS PRESENT**

Councilor Donald Hamann  
Councilor Ray Barnett  
Councilor Robert Gates  
Councilor James Gray

**MEMBERS ABSENT**

Councilor Peter Lachapelle

**OTHERS PRESENT**

Michael Bezanson, PE, City Engineer  
Deputy Chief Scott Dumas, P.D.  
Matt Pappas, Vice-Chairman  
Rochester School Board  
John Bozak, 20 Woodman Street  
Katrina, 2 Bermuda Lane  
Karen Stokes, Rochester resident  
Debbie McGlidden Rochester resident  
Virginia Murrey, Rochester resident  
Nichole Roy, Plante Street  
Scott Laughlin, 9 Granite Street  
Mike Hopkins, superintendent of schools  
Paul Lynch, Chairman of Rochester School board  
Karen Ensco, Balsam Lane

Minutes

Councilor Hamann brought the meeting to order at 7:00 PM.

1. Approve Minutes from December 16, 2015.

The first order of business was to approve the December 16, 2015 minutes. *Councilor Gates made a motion to approve the December 16, 2015 minutes. The motion was seconded by Councilor Gray. Unanimous voice vote carried the motion.*

2. Public Input

Councilor Hamann asked if there was any member of the public present to discuss any topic other than the Woodman Street parking and traffic concerns. Matt Pappas, who is a Gonic resident, was present to talk about the speeding issue on Pickering Road. He had spoken to the crossing guard that is in the area and she stated to him that speed was an issue. He said that tractor trailers use Pickering Road to get to Dover. He suggested



expanding the school zone to include a portion of Pickering Road; adding more signage warning motorists of the crosswalk, or installing a blinking light; anything to slow the traffic on Pickering Road down. Deputy Chief Dumas said they would place the speed trailer on Pickering Road to see what the speeds are and follow up with enforcement.

### 3. Woodman Street - parking and traffic concerns

Councilor Gray made a motion to move item 6 up on the agenda since there were members of the audience present to discuss Woodman Street parking and traffic concerns. John Bozak of 20 Woodman Street was present to discuss the ongoing parking and traffic concerns. Since there are new members on the Public Safety Committee, Mr. Bozak gave a little background on the ongoing concerns in the area. He stated for the last two years there has been an ongoing struggle to work with the William Allen School to come up with a reasonable solution to the parking and traffic concerns. There are a large number of vehicles that utilize Woodman Street and Davyanne Locke Lane for on-street parking, which is the current route for vehicles dropping off and picking up students at the school. He said in the morning the drop off/pick up vehicles are there for 20 minutes and in the afternoon it's an hour and a half. The residents worry that if there is another fire in the area, emergency vehicles will not be able to get through. There was a fire in the area in 2015 and if it happened 20 minutes later it could have completely burnt the building down because all the cars would have been in the area. Mr. Bozak stated that at the December 2015 Public Safety Committee it was decided to implement the so-called "nuclear" option, which would have permitted only resident parking or standing in the area during drop off/pick up times. Parents were upset that they would be restricted in this way resulting in off-site parking and walking children to the school. Mr. Bozak stated that he does not want to stop the parents from bringing their children; he wants the area accessible to emergency vehicles at all times. Councilor Gates said he read the document. He asked Mr. Bozak if the committee changed to redirect traffic to Granite Street would it help the issue. Mr. Bozak said yes it would be the same as before. Katrina of 2 Bermuda Lane has a child that attends William Allen School. She stated that Mr. Bozak has a box truck that is consistently parked on the side of Davyanne Locke Lane that contributes to the traffic flow problem. She stated that she is looking for a solution to the problem, if traffic is redirected to Granite Street then there would be the same issues with the residents of Granite Street. Councilor Gates asked her what her plan would be. She said Woodman and Myrtle have a crossing guard there and let a few vehicles at a time enter the area. She said she doesn't see the problem. There are 5 buses in the afternoon. She said it was a quick process not an hour and a half. Councilor Gates stated there are residents in the area that walk to school and they are safe, he doesn't see an issue with allowing children to walk to school in this area. He said a solution is needed. He stated that both parties need to figure out a solution and bring the issue back

to the committee. Mr. Bozak said that the residents were happy last December with the “nuclear” option and Granite Street. Nichole Roy was present to discuss the issue and to bring forth a few options that may help the problem. She stated that the morning drop off is not a problem.

*Option 1:* The City would budget for a bus to bring all car ride students from William Allen School to St. Mary's Church on Lowell Street where parents would be waiting. The cost for the year would be approximately \$25,000.00. The bus company might be able to work on the price. This price would not be in this year's budget. This option would eliminate all pick up traffic in the area around the school. The bus company also offered 2 no cost bus options. The first would be to take a half route bus from the high school and middle school route to pick up the car riders at William Allen no later than 3:30 PM and have them dropped off at St. Mary's. The other no cost option would be for the R7 bus that normally travels Lowell Street to pick up the car riders and drop them off at St. Mary's before heading to McClelland, putting their schedule behind by 10-15 minutes.

*Option 2:* (Charles St. Wait) This option would be similar to what the city was doing in the beginning of the year and pay 2 crossing guards to only allow 6 cars at a time on Davyanne Locke Lane. The cost of this option for the school year would be \$8,065.00 to include background checks.

*Option 3:* (No Parking Woodman) No parking on Woodman Street for residents or William Allen parents during the morning commute 7:45-8:30 AM. or the afternoon pick up 2:45-3:30 PM. Through traffic only would be allowed and the parking attendant would monitor this during her current route during school days.

*Option 4:* (Grade specific release) Bus pick up in front of the school would stay the same but to reduce traffic on Woodman and Davyanne Locke Lane parent pick up times would be set for grade levels 1-5. Younger children would be picked up with the older siblings. Councilor Hamann asked if Ms. Roy talked with the residents. She said no. Karen Stokes said she appreciates the help and although there is no perfect solution the concern should be the safety of the children first and foremost. Debbie McGlidden said she is the guardian of her 5th grade grandson that goes to William Allen School. She said that during the 1/2 hour to 45 minutes in the morning and afternoon, the parents have been courteous. Her concern is that there is a box truck and vehicle parked on the “wrong side” of a one way street. She stated she was a fire fighter and EMT for many years and she said that people move during an emergency like a fire. The school has been there for a long time; the homes in the area used to be single family homes and many are now multifamily homes. Virginia Murrey picks up her two grandchildren and usually parked on Charles Street until the snow banks piled up. She stated it is not safe on Charles Street right now and not sure of the solution, but it's not safe. She said she goes down Woodman Street and every day the box truck is there; she gets there at 2:58 PM and is home by 3:15 PM, not a long wait. Scott Laughlin of 9 Granite Street said that parents

are not paying attention, they're smoking and throwing their cigarettes butts out the window and kids are getting out on the street side. Councilor Gray said that the parents and residents can either work among themselves or talk to the Public Safety Committee. Councilor Hamann said the decision was made and then put on hold, not rescinded. He said he does not think a decision will be made tonight. Councilor Hamann suggested that the residents and parents come up with a solution together. Councilor Gray said the vehicles and buses should be separated for safety. The 5 buses could go down Woodman Street to Dave Anne Locke Lane and the vehicles onto Granite Street. Councilor Gray asked to have the bus company check whether a bus could make the turns safely. Councilor Gray said the cost of the crossing guard would be lower because they would only be needed for the afternoon pick up. He also stated that the snow on Charles, Granite and Myrtle can be taken care of, they have a snow budget. Brian Marshall of 17 Woodman Street said when the construction happens there will have to be another solution. Karen Ensco of Balsam Lane said that residents had complaints of blocked driveways; maybe signs would help. She said to lessen the vehicles on Woodman maybe only 6 cars should enter a time. Mr. Bozak said that the safety of the children is not necessarily the issue, they are in no danger. Paul Lynch, Chairman of the school board was there and said they would work with the residents and the parents and that their special school board meeting was Thursday January 21, 2016; this issue will be addressed at that time. ***Councilor Gray made a motion to place "no parking" signs at the discretion of DPW to allow buses the ability to utilize the Woodman Street/Daveyenne Locke Lane route. Councilor Gates seconded the motion. Unanimous voice vote carried the motion.***

4. Gonic Crosswalk (resident email)

Councilor Hamann summarized the issue. The City received an email from Elizabeth Redman regarding slowing traffic down on Pickering Road. This request was also brought up during public input. Deputy Chief Dumas said the speed trailer will be placed on Pickering Road. This was kept in committee until next month to get the information from the speed trailer.

5. Franklin Street - Sidewalk Safety Concerns (resident letter)

Councilor Hamann summarized the issue. A letter was received from Dot Callaghan of 108 Franklin Street. She stated in her letter that there is a safety concern in the area of the new crosswalk on Franklin at Anderson Lane. Vehicles cut down Franklin Street from the Maine side. She also suggested that brush and trees need to be trimmed back between 100 and 116 Franklin Street. Mr. Bezanson will have DPW take a look at the area.

6. Betts/Cross Road Intersection Concerns (staff update)

Councilor Hamann summarized the issue. Mr. Bezanson stated that DPW trimmed back the brush on the corner. He did not yet have an exact answer regarding the property line and what further steps could be taken to improve line-of-sight at the intersection. Kept in committee and Mr. Bezanson will obtain more information regarding this area.

7. Other

Striping Near Gonic Post Office

Mr. Bezanson said the striping near the Gonic Post office driveway will be completed in the spring; the plan is to stripe approximately 20 feet to the south and 40 feet to the north.

Milton Road-Cumberland Farms

Mr. Bezanson said that DPW has signs that read "No Parking Between Signs", and rather than order new signs, plans to use these signs at this location. The Public Safety Committee had no issue with the use of the signs already in stock.

Twombly Street

Mr. Bezanson said the 30 mph signs are on order and not sure when they will be installed given that we are in the middle of winter.

Davis Boulevard - Streetlights

Mr. Bezanson said the streetlights were in the process of being ordered. He noted that one of the new streetlights and one of the existing streetlights are not aligned at the future proposed intersections of Jeffrey Lane and Keith Drive. Councilor Gray asked that a note be sent to the Planning Department to convey the desire to include a condition on future development that the streetlights be moved to the intersections at the time the streets are developed.

Estes/202 Intersection

Mr. Bezanson said they had heard from DOT regarding the safety improvement project at the intersection of Estes Road and Route 202. DOT stated that bids were due in January

for the demolition of the house on the corner, as well as other line-of-sight improvements. It was noted that construction was expected to begin in early 2016.

#### Washington Street/Fillmore Boulevard

Deputy Chief Dumas said directed patrols were done between December 22 and December 29, 2015. There are speeding problems in the area, going between 41 and 50 in a 30 mph zone.

#### Knight Street/Columbus Avenue

Deputy Chief Dumas said since January of 2013 there have been 21 accidents; 17 have been in the parking lot; only 3 of the accidents pertain to the safety of the intersection. Making Knight Street a one-way to Upham Street would alleviate some of the issues. Mr. Bezanson stated that the Committee may wish to maintain two-way traffic to the parking lot on Knight Street that is owned by Frisbie Foundation, potentially only restricting the end of Knight Street at the Columbus Avenue intersection. This was kept in committee for more information.

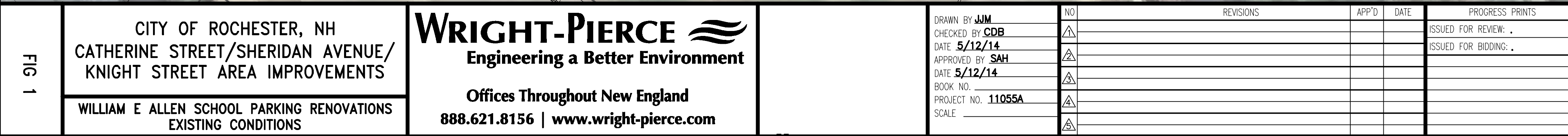
#### Woodman Street

Councilor Gates wanted to make a comment regarding the Woodman Street parking issues. He stated that the kids will eventually move on to a different school because William Allen School is only K-5, but the property owners may be there for a longer period of time.

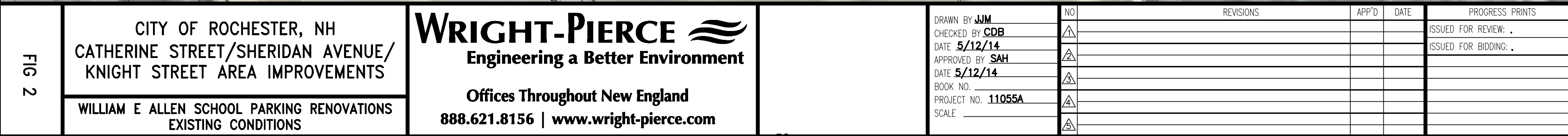
Councilor Gates made a motion to adjourn the meeting at 9:06 PM. Councilor Gray seconded the motion. The motion passed unanimously.

Minutes respectfully submitted by Laura Miller, Secretary II.











**Public Works and Buildings Committee****January 21, 2016****Council Chambers****7PM****MEMBERS PRESENT**

Councilor Ralph Torr – Chairman

Councilor Ray Varney- Vice Chairman

Councilor Sandy Keans

Councilor Donald Hamann

Councilor Thomas Willis

**OTHERS PRESENT**

Councilor James Gray

Dan Fitzpatrick, City Manager

Blaine Cox, Deputy City Manager

John B. Storer, Director of City Services

**MINUTES**

Chairman Torr called the Public Works and Buildings Committee to order at 7:00 PM.

**1. Approve minutes from December 17, 2015 meeting -**

The Chairman requested a recommendation on last month's minutes.

*Councilor Keans made a motion to accept minutes as presented for the December 17, 2015 Meeting. The motion was seconded by Councilor Hamann. The Motion passed unanimously.***2. Public Input**

None.

**3. Snow Removal and Parking Bans**

Mr. Storer stated that he wanted to discuss the current parking ban and towing situation. He stated that the Public Works Department issues overnight parking bans during storms and in the downtown areas when snow removal is necessary. He stated that when cars are parked in areas that are making plowing or snow removal difficult the supervisor calls the vehicles into police dispatch for removal. Mr. Storer stated that during the 1/12/16 storm staff was unable to get a plow vehicle down Gagne Street. He stated that the current police department practice requires that officers check license plate numbers and attempt to track down owners prior to towing the vehicles, even knocking on doors in an attempt to notify. He stated that this takes up quite a bit of time and depending on police resources hours may pass, and vehicles may not be towed. Mr. Storer stated that he would like the DPW Supervisor and / or the Director to handle the towing of vehicles during snow operations. He stated that during the storm of 1/19/16 Mr. Henderson had tried this out and it resulted in 14 vehicles being towed. Councilor Keans asked if proper notification was given. Mr. Storer stated that the department put out the notices six or

more hours in advance of all storms. The notice is posted on the City website, and sent to all local radio stations, Fosters, and to WMUR. He stated that the public that has subscribed via email to the alert system are immediately sent emails. Mr. Storer stated that he would like to use the message boards at different locations around the City but has been told that the Councilors prefer not to have them out year round for that purpose. Councilor Varney stated that the department could use the message boards but that they should not be left out all season. He stated that they are ugly and if left out motorists get use to them and do not pay attention to them when needed. Councilor Keans suggested using the reverse 911 system for additional notification. Councilor Willis stated if the City consistently towed vehicles the public would be trained to pay attention and to seek out the information to avoid being towed. He further stated that there are text messaging systems that could be acquired, or a dedicated phone line with a recorded message for parking bans could be made available for those that do not have the internet. There was discussion of other methods of notification. The Committee was in agreement that the parking ban should be enforced. There was a brief discussion regarding the William Allen Elementary School parking and bus issue. Mr. Storer mentioned that he had discussed this with staff and they had mapped it out. Councilor Hamann stated that the School Department had done a dry run with a bus and that they are able to make the turn. Councilor Varney asked the Director to provide the map and plan as discussed.

#### 4. Project Priorities

Mr. Storer stated that he had prepared the packet spreadsheets prior to meeting with the Finance Office and he substituted the *attached* spreadsheet showing the currently funded projects and the schedule for actual expenditures. Councilor Varney stated that the projects that the Council has firmly committed to are the City Hall Annex, the EDA Sewer Extension Project, Strafford Square, Franklin Street and any other currently underway projects like Catherine Street area Improvements. Mr. Storer agreed. He stated that the EDA Project should be out to bid in February and the Franklin Street project will be out this spring. Mr. Storer stated they will proceed with the engineering of the Woodman Street Area as it is the 2<sup>nd</sup> phase of the I/I project in that area, but they have held off on the engineering of Wakefield Street. He stated that the Dewey Street Bridge project is currently in design and due to permitting will likely be constructed in FY 2018. Councilor Varney asked if there were any safety concerns with that schedule. Mr. Storer stated that the department has restricted the use of sidewalk tractors or motorized equipment on the bridge and they have posted no loitering signs. He further stated that the department will be continuing to monitor for signs of deterioration. Councilor Willis stated that keeping to moving foot traffic with no large gatherings should be appropriate. Councilor Varney asked if the project priorities list should be sent to Finance for discussion and if it was possible to have it on the February agenda. Mr. Cox stated that yes, they could do that. Councilor Gray asked Mr. Storer if the Franklin Street bid would include the Western Ave Pump Station Replacement. Mr. Storer stated that yes, it does.

## 5. City Electronic Message Boards

Mr. Storer stated the FY2016 CIP has an appropriation for the purchase and installation of a message board. He stated that he has shown mock ups of signs at several locations at previous PWC meetings and was asked to bring back a mock up in the area behind City Hall. *See attached.* Councilor Varney stated that he liked the location and the sign. He suggested having it located as close to the curb as possible for better visibility for traffic. Mr. Storer suggested a bump out of the curb. Councilor Varney said it was not necessary to bump out the curb. Mr. Storer stated that there may be opportunity to get two signs with a matching funds grant. Councilor Willis stated that he liked the classic brick design and stated that it fit in with other signs and architecture in the City. Chairman Torr suggested it might make it more difficult to plow behind City Hall as they would no longer be able to store snow in that area. Councilor Hamann asked if they should select another area for the second sign as there might be grant funds available. Councilor Varney asked if this project would be a spring project. Mr. Storer stated that it would be. Councilor Varney suggested proceeding with the one location at this time.

***Chairman Varney made a motion to recommend that the full City Council approve the location of the sign behind City Hall in the island area between the parking lot and Columbus Avenue. The motion was seconded by Councilor Hamann. The motion passed unanimously.***

## 6. FY2017 Paving

Mr. Storer distributed the *attached* listing of paving recommendations. Councilor Hamann stated that Jackson Street is on this list but he remembered it was going to be included in the Stafford Square construction project area. Mr. Storer stated that Jackson Street, Woodman Street, and Myrtle Street are included in upcoming construction projects. Councilor Varney stated that the City Hall Parking lot should be paved after the completion of the Annex project. Chairman Torr asked if the underground fuel storage tank was to be abandoned and left in place or removed with the Annex Project. Mr. Storer stated that the initial soil testing will be done and if the soils are not an issue it could be done either way. He stated if it is left in place then the work may be able to be completed by in house staff. Councilor Willis stated that if there is no issue with compromising the foundations of existing structures he would like to see it removed. The Committee agreed with Councilor Willis. Councilor Varney asked the Director for a count on the parking spaces in City Hall. He stated he would like to know the count for employee necessary spots now, and then the additional number of employees coming over once the Annex is open. Councilor Varney stated that there is limited parking available at the City Hall complex now and his concern is that the parking will be even more difficult with the Annex opening. The City Manager stated that 4 additional employees will be moving over from the Community Center. Mr. Storer stated that parking will continue to be an issue as it is likely that the Economic Development Department will have people coming and going from their offices as well. Chairman



Torr asked if the recommendation for Sheepboro Road was to pave the dirt road section. Mr. Storer stated that it was to pave only the currently paved 3500 foot section.

Councilor Torr asked where the pavement issues were on Eastern Avenue. Mr. Storer stated that he would look into the condition of the entire road, but stated he is aware of issues with the pavement and drainage on the Allen Street end. Chairman Torr asked Mr. Storer for his highest priority road. Mr. Storer stated that the condition of Whitehouse road is poor and that staff had put a considerable amount of shim pavement down just to get through the winter season. He stated that Somersworth had paved their end and it would be nice to complete our portion of the road as well. Chairman Torr asked about cost savings in regards to asphalt and the lowered petroleum costs this year. Mr. Storer explained that there is an escalation / de-escalation clause in the current Pike Industries contract and that the City had realized some cost savings due to asphalt pricing.

Councilor Varney asked the Director to do an analysis on cost savings that could be realized if they were to authorize funds earlier in the season as opposed to waiting until July.

7. **Other:**

**China Palace Parking Lot** – Councilor Varney asked the status of the project. Mr. Storer stated that staff had met with Mrs. Goon’s representative and that they have a direction for proceeding. Councilor Varney asked if the project had been funded. Mr. Storer stated that the conceptual plans and survey work was appropriated and the City had paid \$7,000 and Mrs. Goon had paid \$7000. He also stated that they would proceed with planning and developing a budget and would come back to Council then.

**Granite State Business Park Lighting and Sidewalks** – Councilor Varney asked about the project. Mr. Storer stated that it had been pushed back to spring. He stated that they were looking at striping the roads to provide walking space. Councilor Varney asked if the funding was adequate. Mr. Storer stated \$70,000 had been appropriated and they were looking into the lighting costs.

**Fieldstone Village Meter Project.** - Councilor Varney asked about the status. Mr. Storer stated that he would look into the status and get back to the Committee.

**Wallace Street** - Mr. Storer stated they groundwater testing had been completed and that the report was due soon.

**Crosswalks and Downtown lighting** – Councilor Keans stated that the crosswalks in several areas are dangerously dark. She noted the ones near the Church on the corner of Liberty Street by the Library and the one out front of the Lilac City Grille. Mr. Storer stated he would look into the lighting and see if there was any way to light up the areas or use additional signage. Councilor Willis suggested checking into the MUTCD’s recommended signage for crosswalk to see if we were compliant with the recommendations.

**DPW Vehicles** – Councilor Varney stated that he had heard that the Public Works Department trucks have been breaking down and the cost of repairs were escalating. Mr.

Storer stated that this has been a problem. He stated that the trucks are breaking down and that the cost of parts and repairs are escalating. Mr. Storer also noted that the upcoming FY2017 CIP includes a request for 2 new plow trucks as they were cut from the FY16 CIP. He further stated that the Council will notice that the budgeting for vehicle repairs has increased. Councilor Varney asked if the problem was related to the brand of vehicle we were buying. Mr. Storer stated that the last several trucks purchased were Internationals. He voiced his past problems with the brand and stated that the City's mechanics had voiced that the problems were with this brand at this time. He stated that the City might consider standardizing on certain brands instead of going with the lowest cost vehicle.

***Councilor Willis made a motion for adjournment at 8:19 PM. Councilor Hamann seconded the motion. The motioned passed unanimously.***

Minutes respectfully submitted by Lisa J. Clark, City of Rochester Office Manager.



**Objective was to present estimates of actual project expenditures.**

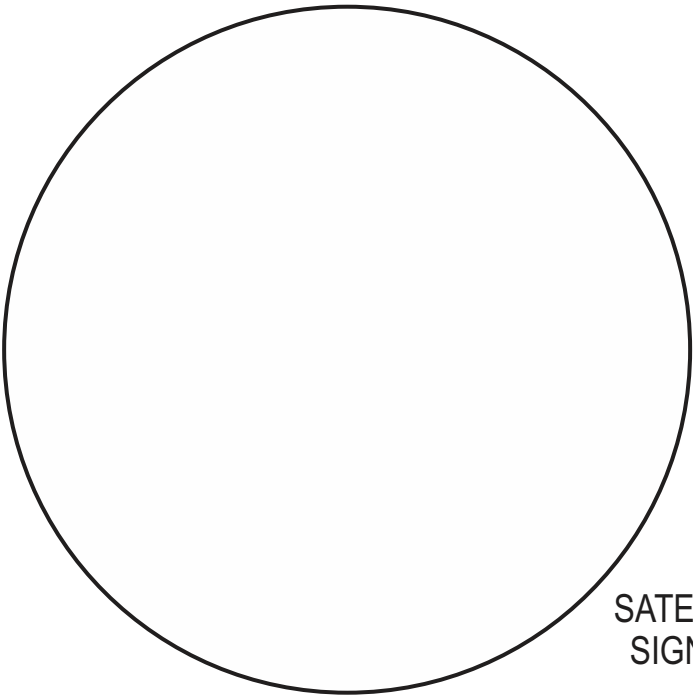
Finance can provide debt analysis, including P&I payments. Some currently approved projects might require de-authorization (Wakefield Street?) depending on debt limits. Analysis will help determine targeted appropriations for future CIP's



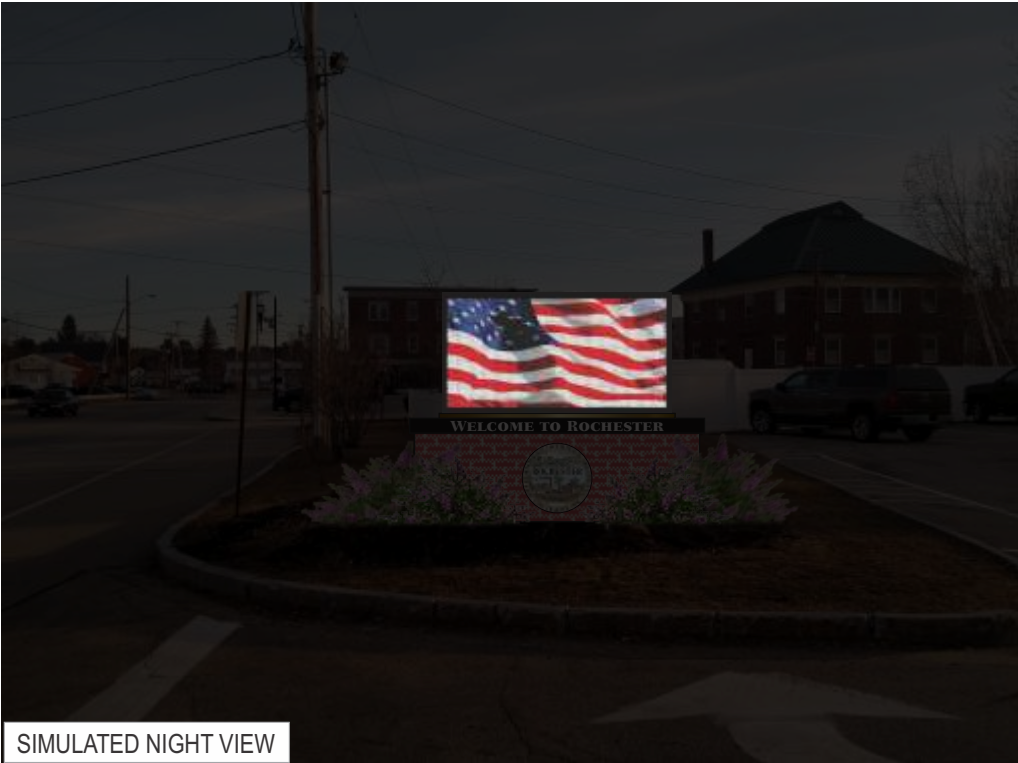
OPTION 1 LOC. E



PROPOSED NOT TO SCALE



SATELLITE VIEW OF SIGN LOCATION E



SIMULATED NIGHT VIEW

JOB#:	MONUMENT SIGN		GENERAL NOTES	REVISIONS		Job Name: MAIN ST. WELCOME SIGN		<div>BARLO SIGNS</div> <div>158 Greeley St., Hudson, NH 03051 (603) 882-2638 Fax (603) 882-7680 For Service: 800-227-5674</div>
SCOPE OF WORK		<div>Cabinet: ALUM. CABINET TO HOUSE (2) EMC's Cabinet Depth: 18"</div> <div>Face/Background: 10mm. EMC</div> <div>Cap: .125" ALUM. CAP PAINTED BLACK</div> <div>Copy: <input type="checkbox"/> Vinyl <input type="checkbox"/> Digital <input type="checkbox"/> Painted <input checked="" type="checkbox"/> FCO <input type="checkbox"/> Push Through</div> <div><input type="checkbox"/> WHITE</div> <div>Material: .5" ACRYLIC</div> <div>Spacers: TBD</div> <div>Seal: CAST PLAQUE MOUNTED W/ STUDS</div> <div>Post/Base: BRICK MASONRY</div> <div>ALL COLORS ARE FOR REPRESENTATION ONLY. SEE ACTUAL SAMPLES FOR COLOR MATCH.</div>	<div>SITE SURVEY REQUIRED</div> <div>ALL LANDSCAPING TO BE DONE BY OTHERS</div>	Date	Comment	Location: ROCHESTER, NH		
ITEM A - MANUFACTURE & INSTALL D/F MONUMENT SIGN W/ MASONRY BASE & 10mm. EMC				11-04-15	CHANGE SEAL/FCO LOC. ADD EMC DETAIL BOX ADD ARTWORK REQ. NOTE	Design Specifications Accepted By: Drawn By: JOE N.		
				12-01-15	SHOW SIGN AT 4 LOCATIONS	Client: Sales Rep: MALT		
						PM:		
						Date: 12/01/15		
Sign Area: 38.55 SQ. FT.				PROJECT APPROVAL		© COPYRIGHT 2016 THE BARLO GROUP		
Artwork Req: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Photos Avail: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	63	Design:	Date:	THIS DESIGN CONCEPT IS THE PROPERTY OF THE BARLO GROUP. ALL PRODUCTION AND DUPLICATION RIGHTS ARE RESERVED BY THE BARLO GROUP. THIS PRINT IS DESIGNED FOR YOUR PERSONAL USE AND IS NOT TO BE USED OUTSIDE YOUR ORGANIZATION OR EXHIBITED IN ANY FASHION.		
Sign Deposition: REMOVE EXISTING & DISPOSE		Engineering:		Date:	<div>ULUnderwriters Laboratories Inc.®</div> <div>ULSSCUNITED STATES SIGN COUNCIL</div> <div>MEMBERIFSEAIINTERNATIONAL FEDERATION OF SIGN EXCHANGERS</div> <div>MEMBERNSANATIONAL SIGN ASSOCIATION</div>	File Name: Main Street Welcome Sign 151015539 1-4		
		Estimating:		Date:				
		Sales:		Date:				
		Production:		Date:				
			Installation	Date:	B-15-10-15539		SHEET: 6.0	

FY17 Proposed Paving List				Revision Date: 1/19/2016
Street Name	Cost Estimate	Cumulative Total	Last Paved	Comments
Whitehouse Road	\$500,000	\$500,000	1990 (est.)	
City Hall Municipal Parking Lot	\$100,000	\$600,000		previously proposed (FY16 estimate)
Union Street Municipal Parking Lot	\$140,000	\$740,000		previously proposed (FY16 estimate)
Tebbetts Road (portions Lowell St. to Rte. 108)	\$125,000	\$865,000	2004	previously proposed (FY15 estimate)
Lowell Street (Hillside - Tebbetts)	\$300,000	\$1,165,000	2005	previously proposed (FY15 estimate)
Columbus Ave./Old Dover Rd. Intersection	\$85,000	\$1,250,000	'02/'05/'06	previously proposed (FY16 estimate)
Hansonville Rd. (Including portion of Flagg Rd.)	\$400,000	\$1,650,000	2001/2002	previously proposed (FY16 estimate)
Sheepboro Road	\$210,000	\$1,860,000	2006	previously proposed (FY13 estimate)
Weeping Willow Drive	\$70,000	\$1,930,000	2004	previously proposed (FY16 estimate)
Eastern Avenue (Allen St. to Fieldstone Ln.)	\$275,000	\$2,205,000	2003	previously proposed (FY16 estimate)
French Hussey Road	\$75,000	\$2,280,000	1990 (est.)	previously proposed (FY16 estimate)
Sullivan Farm Drive	\$125,000	\$2,405,000	2005	previously proposed (FY16 estimate)
Four Rod Road	\$500,000	\$2,905,000	2012 shim	previously proposed (FY13 estimate)
Jackson Street	\$65,000	\$2,970,000	1990 (est.)	previously proposed (FY15 estimate)
Rockledge Road	\$78,000	\$3,048,000	2003	previously proposed (FY14 estimate)
Boulder Avenue	\$64,000	\$3,112,000	2003	previously proposed (FY14 estimate)
Conifer Circle	\$48,000	\$3,160,000	2004	previously proposed (FY14 estimate)
Myrtle Street	\$50,000	\$3,210,000	1990 (est.)	Mill & Overlay only. Future project area.
Woodman Street	\$45,000	\$3,255,000	1990 (est.)	Mill & Overlay only. Future project area.
Total:	\$3,255,000			
FY16 Projected Carryover:	Unknown			Ledgeview still remaining; Gear not complete
Department Requested FY17 Budget:	\$ 750,000			
Total Projected Available Funds:	\$ 750,000			

**RESOLUTION DEAUTHORIZING FUNDING FROM THE TEEN NIGHTS GRANT**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER AS FOLLOWS:

**WHEREAS**, by virtue of a certain resolutions adopted by the Mayor and City Council of the City of Rochester, the Mayor and City Council appropriated funds to the Rochester Police Department Operating Budget derived from the Teen Nights Grant, and

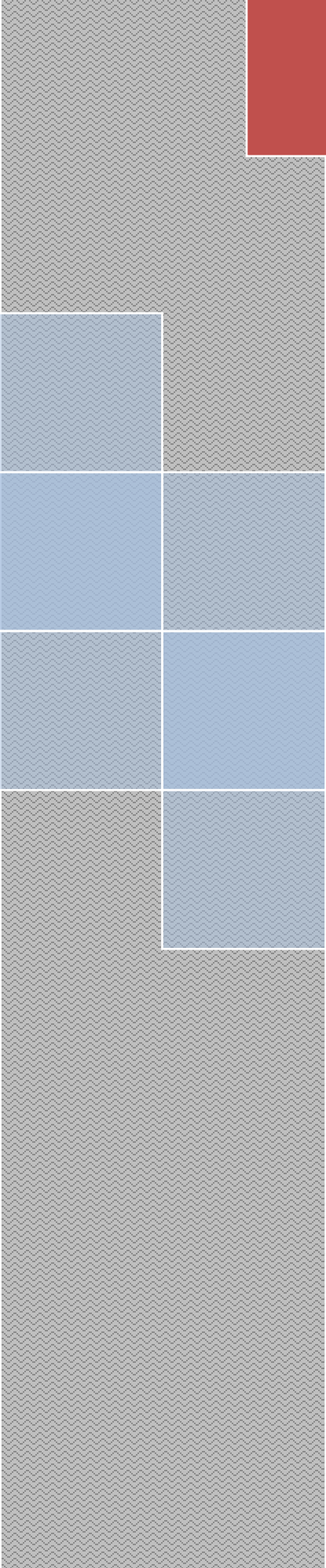
**WHEREAS**, Three Hundred Eighty Two and 93/100 Dollars (\$382.93) of the original appropriation remains unexpended;

**NOW THEREFORE**, in light of the above, the Mayor and City Council of the City of Rochester hereby withdraw and deauthorize the sum of Three Hundred Eighty Two and 93/100 Dollars (\$382.93) of the previous appropriation of funds. This will decrease the total amount the Police Department will seek in reimbursement from the Teen Nights Grant fund.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

**CC FY 16 02-02 AB 96**





This page has  
been  
intentionally left  
blank.





1/28/16

**City of Rochester Formal Council Meeting****AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.****AGENDA SUBJECT**

Seeking permission from Council to de-authorize Teen Nights Grant funds in the amount of \$382.93. The grant is closed and these were the remaining funds at the end of the grant period that were unable to be spent.

COUNCIL ACTION ITEM ☒  
INFORMATION ONLY ☐

FUNDING REQUIRED? YES ☐ NO ☒  
\* IF YES ATTACH A FUNDING RESOLUTION FORM

RESOLUTION REQUIRED? YES ☒ NO ☐

FUNDING RESOLUTION FORM? YES ☒ NO ☐

AGENDA DATE	Next January 2016 meeting		
DEPT. HEAD SIGNATURE			
DATE SUBMITTED	1/14/16		
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	1	

**COMMITTEE SIGN-OFF**

COMMITTEE	
CHAIR PERSON	

**DEPARTMENT APPROVALS**

DEPUTY CITY MANAGER	signature on file
CITY MANAGER	signature on file

**FINANCE & BUDGET INFORMATION**

FINANCE OFFICE APPROVAL	signature on file
SOURCE OF FUNDS	Federal through State
ACCOUNT NUMBER	61012010-561032-14539
AMOUNT	\$382.93
APPROPRIATION REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

**LEGAL AUTHORITY**

Council action required to de-authorize funds for Teen Nights Grant in the amount of \$382.93.

**SUMMARY STATEMENT**

Seeking permission from Council to accept de-authorization for Teen Nights Grant funds in the amount of \$382.93.

**RECOMMENDED ACTION**

De-authorize funds in the amount of \$382.93

## AGENDA BILL - FUNDING RESOLUTION

## EXHIBIT

Project Name: Seeking permission from Council to de-authorize Teen Nights Grant funds in the amount of \$382.93.

Date: 1/14/16

Fiscal Year: FY16

Fund (select):

GF ☐ Water ☐ Sewer ☐ Arena ☐  
 CIP ☐ Water CIP ☐ Sewer CIP ☐ Arena CIP ☐  
 Special Revenue ☒

Fund Type: Lapsing ☐ Non-Lapsing ☒

## Deauthorization

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1	61012010	561032	14539	-	382.93	-
2				-	-	-
3				-	-	-
4				-	-	-

## Appropriation

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

## Revenue

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

DUNS # 026001619

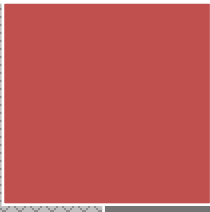
CFDA # 16.540

Grant # 2011-JF-FX-0004

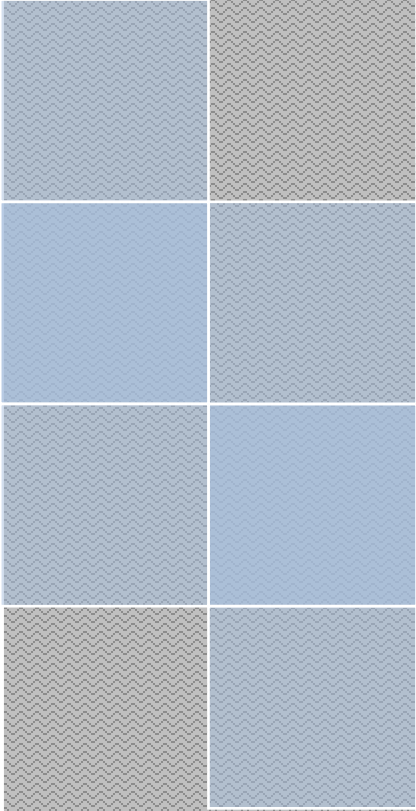
Grant Period: From 2/1/14  
To 2/28/15

If de-authorizing Grant Funding appropriations: (select one)

Reimbursement Request will be reduced ☒Funds will be returned ☐



This page has  
been  
intentionally left  
blank.



**RESOLUTION DEAUTHORIZING FUNDING FROM THE HIGHWAY SAFETY DWI  
GRANT**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER AS FOLLOWS:

**WHEREAS**, by virtue of a certain resolutions adopted by the Mayor and City Council of the City of Rochester, the Mayor and City Council appropriated the amount of Seven Thousand Six Hundred Sixty Four and 28/100 Dollars (\$7,664.28) to the Rochester Police Department Operating Budget derived from the Highway Safety DWI Grant, and

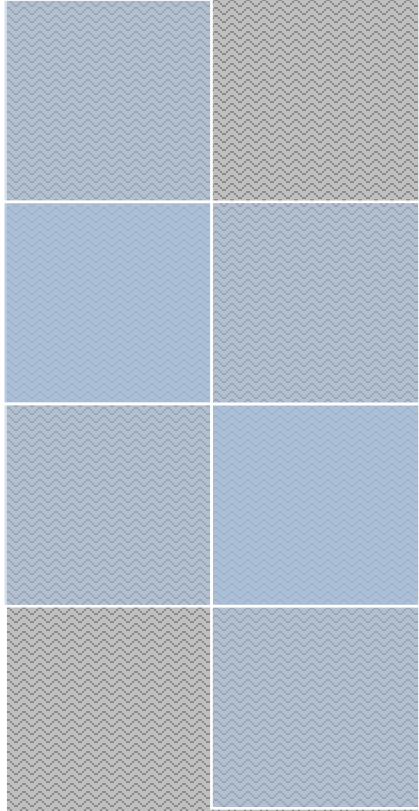
**WHEREAS**, Three Thousand Eighty Seven and 21/100 Dollars (\$3,087.21) of the original appropriation remains unexpended;

**NOW THEREFORE**, in light of the above, the Mayor and City Council of the City of Rochester hereby withdraw and deauthorize the sum of Three Thousand Eighty Seven and 21/100 Dollars (\$3,087.21) of the previous appropriation of funds. This will decrease the total amount the Police Department will seek in reimbursement from the Highway Safety DWI Grant fund.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

**CC FY 16 02-02 AB 94**





This page has  
been  
intentionally left  
blank.





1/28/16

**City of Rochester Formal Council Meeting****AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.****AGENDA SUBJECT**

Seeking permission from Council to de-authorize Highway Safety DWI grant funds in the amount of \$3,087.21.

COUNCIL ACTION ITEM ☒  
INFORMATION ONLY ☐FUNDING REQUIRED? YES ☐ NO ☒  
\* IF YES ATTACH A FUNDING RESOLUTION FORMRESOLUTION REQUIRED? YES ☒ NO ☐FUNDING RESOLUTION FORM? YES ☒ NO ☐

AGENDA DATE	Next January 2016 meeting		
DEPT. HEAD SIGNATURE	signature on file		
DATE SUBMITTED	1/7/16		
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	1	

**COMMITTEE SIGN-OFF**

COMMITTEE	
CHAIR PERSON	

**DEPARTMENT APPROVALS**

DEPUTY CITY MANAGER	signature on file
CITY MANAGER	signature on file

**FINANCE & BUDGET INFORMATION**

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	State of NH
ACCOUNT NUMBER	61072010-15567
AMOUNT	\$3,087.21
APPROPRIATION REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

**LEGAL AUTHORITY**

Council action required.

**SUMMARY STATEMENT**

Seeking permission from Council to accept de-authorization for Highway Safety DWI Grant funds in the amount of \$3,087.21.

**RECOMMENDED ACTION**

De-authorize funds in the amount of \$3,087.21.

## AGENDA BILL - FUNDING RESOLUTION

## EXHIBIT

Project Name: Seeking permission from Council to de-authorize Highway Safety DWI grant funds in the amount of \$3,087.21.

Date: 1/7/16

Fiscal Year: FY16

Fund (select):

GF ☐ Water ☐ Sewer ☐ Arena ☐  
 CIP ☐ Water CIP ☐ Sewer CIP ☐ Arena CIP ☐  
 Special Revenue ☒

Fund Type: Lapsing ☐ Non-Lapsing ☒

## Deauthorization

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1	61072010	513001	15567	-	\$2,448.79	-
2	61072010	522000	15567	-	\$35.73	-
3	61072010	523000	15567	-	\$602.69	-
4				-	-	-

## Appropriation

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

## Revenue

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

DUNS # 968578153

CFDA # 20.601

Grant # 308-15A-041

Grant Period: From 12/1/14  
To 9/15/15

If de-authorizing Grant Funding appropriations: (select one)

Reimbursement Request will be reduced ☒Funds will be returned ☐

1/28/16

01/07/2016 10:40  
rhondaCITY OF ROCHESTER  
YTD PROJ 15567P 1  
glytdbud

FOR 2016 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
6107 FY15 POLICE GRANTS							
6107003 FY15 POLICE GRANTS							
6107-2-0000-201-000-53-00-3-402179-15567	-7,664	DWI ENFORCEMENT PATROLS -7,664.28	-4,577.07	.00	.00	-3,087.21	59.7%
TOTAL FY15 POLICE GRANTS	-7,664	-7,664.28	-4,577.07	.00	.00	-3,087.21	59.7%
61072010 FY15 POLICE GRANTS							
6107-2-0000-201-000-53-00-0-513001-15567	6,047	OVERTIME - REGULAR 6,046.77	3,597.98	52.49	.00	2,448.79	59.5%*
6107-2-0000-201-000-53-00-0-522000-15567	88	SOCIAL SECURITY 87.68	51.95	.77	.00	35.73	59.2%*
6107-2-0000-201-000-53-00-0-523000-15567	1,530	RETIREMENT 1,529.83	927.14	9.70	.00	602.69	60.6%*
TOTAL FY15 POLICE GRANTS	7,664	7,664.28	4,577.07	62.96	.00	3,087.21	59.7%
TOTAL FY15 POLICE GRANTS	0	.00	.00	62.96	.00	.00	.0%
TOTAL REVENUES	-7,664	-7,664.28	-4,577.07	.00	.00	-3,087.21	
TOTAL EXPENSES	7,664	7,664.28	4,577.07	62.96	.00	3,087.21	
GRAND TOTAL	0	.00	.00	62.96	.00	.00	.0%

\*\* END OF REPORT - Generated by Rhonda Young \*\*

De - Authoriz

**RESOLUTION DEAUTHORIZING FUNDING FROM THE HIGHWAY SAFETY  
ENFORCEMENT PATROLS GRANT**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER AS FOLLOWS:

**WHEREAS**, by virtue of a certain resolutions adopted by the Mayor and City Council of the City of Rochester, the Mayor and City Council appropriated funds to the Rochester Police Department Operating Budget derived from the Highway Safety Enforcement Patrols Grant, and

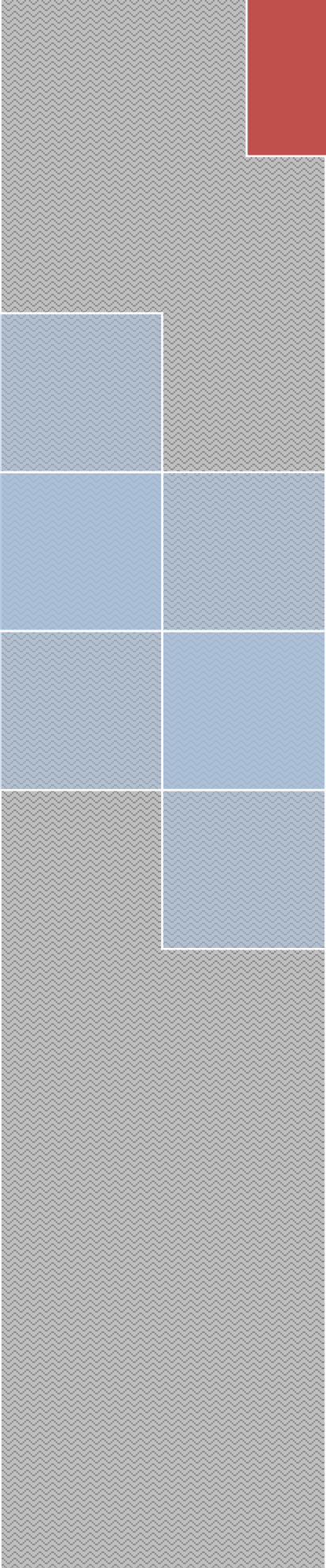
**WHEREAS**, Nine Hundred Seventy and 03/100 Dollars (\$970.03) of the original appropriation remains unexpended;

**NOW THEREFORE**, in light of the above, the Mayor and City Council of the City of Rochester hereby withdraw and deauthorize the sum of Nine Hundred Seventy and 03/100 Dollars (\$970.03) of the previous appropriation of funds. This will decrease the total amount the Police Department will seek in reimbursement from the Highway Safety Enforcement Patrols Grant fund.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

**CC FY 16 02-02 AB 97**





This page has  
been  
intentionally left  
blank.





1/28/16

**City of Rochester Formal Council Meeting****AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.****AGENDA SUBJECT**

Seeking permission from Council to de-authorize Highway Safety Enforcement Patrols Grant funds in the amount of \$970.03. Due to the calls for service demands and available staffing we were unable to fill all the detail dates.

COUNCIL ACTION ITEM ☒  
INFORMATION ONLY ☐

FUNDING REQUIRED? YES ☐ NO ☒  
\* IF YES ATTACH A FUNDING RESOLUTION FORM

RESOLUTION REQUIRED? YES ☒ NO ☐

FUNDING RESOLUTION FORM? YES ☒ NO ☐

AGENDA DATE	Next January 2016 meeting	
DEPT. HEAD SIGNATURE	Signature on file	
DATE SUBMITTED	1/7/16	
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	1

**COMMITTEE SIGN-OFF**

COMMITTEE	
CHAIR PERSON	

**DEPARTMENT APPROVALS**

DEPUTY CITY MANAGER	Signature on file
CITY MANAGER	Signature on file

**FINANCE & BUDGET INFORMATION**

FINANCE OFFICE APPROVAL	Signature on file
SOURCE OF FUNDS	State of NH
ACCOUNT NUMBER	61072010-15566
AMOUNT	\$970.03
APPROPRIATION REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

**LEGAL AUTHORITY**

Council action required.

**SUMMARY STATEMENT**

Seeking permission from Council to accept de-authorization for Highway Safety Enforcement Patrols Grant funds in the amount of \$970.03.

**RECOMMENDED ACTION**

De-authorize funds in the amount of \$970.03

## AGENDA BILL - FUNDING RESOLUTION

## EXHIBIT

Project Name: Seeking permission from Council to de-authorize Highway Safety Enforcement Patrols grant funds in the amount of \$970.03.

Date: 1/7/16

Fiscal Year: FY16

Fund (select):

GF ☐ Water ☐ Sewer ☐ Arena ☐  
 CIP ☐ Water CIP ☐ Sewer CIP ☐ Arena CIP ☐  
 Special Revenue ☒

Fund Type: Lapsing ☐ Non-Lapsing ☒

## Deauthorization

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1	61072010	513001	15566	-	\$783.41 -	-
2	61072010	522000	15566	-	\$11.72 -	-
3	61072010	523000	15566	-	\$174.90 -	-
4				-	-	-

## Appropriation

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

## Revenue

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

DUNS # 968578153

CFDA # 20.600

Grant # 315-15A-117

Grant Period: From 12/1/14  
To 9/15/15

If de-authorizing Grant Funding appropriations: (select one)

Reimbursement Request will be reduced ☒Funds will be returned ☐

1/28/16

01/07/2016 10:42  
rhondaCITY OF ROCHESTER  
YTD PROJ 15566P 1  
glytdbud

FOR 2016 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
6107 FY15 POLICE GRANTS							
6107003 FY15 POLICE GRANTS							
6107-2-0000-201-000-53-00-3-402179-15566							
	-5,748	-5,748.21	-4,778.18	.00	.00	-970.03	83.1%
TOTAL FY15 POLICE GRANTS	-5,748	-5,748.21	-4,778.18	.00	.00	-970.03	83.1%
61072010 FY15 POLICE GRANTS							
6107-2-0000-201-000-53-00-0-513001-15566							
	4,535	4,535.08	3,751.67	-135.24	.00	783.41	82.7%*
6107-2-0000-201-000-53-00-0-522000-15566							
	66	65.76	54.04	-1.92	.00	11.72	82.2%*
6107-2-0000-201-000-53-00-0-523000-15566							
	1,147	1,147.37	972.47	-35.76	.00	174.90	84.8%*
TOTAL FY15 POLICE GRANTS	5,748	5,748.21	4,778.18	-172.92	.00	970.03	83.1%
TOTAL FY15 POLICE GRANTS	0	.00	.00	-172.92	.00	.00	.0%
TOTAL REVENUES	-5,748	-5,748.21	-4,778.18	.00	.00	-970.03	
TOTAL EXPENSES	5,748	5,748.21	4,778.18	-172.92	.00	970.03	
GRAND TOTAL	0	.00	.00	-172.92	.00	.00	.0%

\*\* END OF REPORT - Generated by Rhonda Young \*\*

De-Authorize

**RESOLUTION DEAUTHORIZING CITY OF ROCHESTER DEPARTMENT OF  
PUBLIC WORKS CAPITAL IMPROVEMENT PLAN (CIP) FUNDING FOR THE UPPER  
CITY DAM PROJECT**

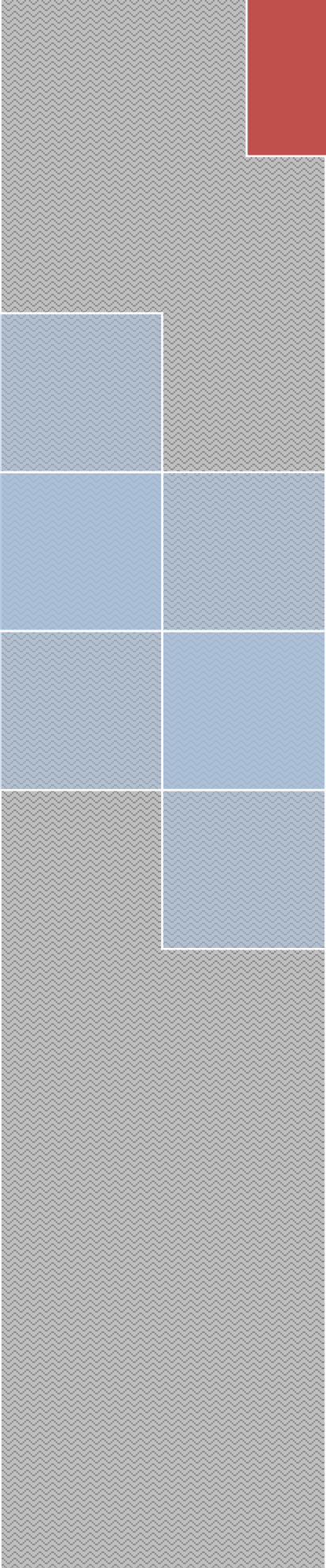
**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
ROCHESTER:**

In accordance with the provisions RSA 33:9, Twenty Two Thousand Nine Hundred Eleven and 04/100 Dollars (\$22,911.04) of previous bond authority is deauthorized from the FY 2016 Department of Public Works CIP Fund for the Upper City Dam Project.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to establish and/or designate such accounts and or account numbers as are necessary to implement the transactions contemplated in this Resolution.

**CC FY16 02-02 AB 91**





This page has  
been  
intentionally left  
blank.





1/28/16

## City of Rochester Formal Council Meeting

## AGENDA BILL

**NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT De-authorize Upper City Dam Project
---

COUNCIL ACTION ITEM <input checked="" type="checkbox"/> INFORMATION ONLY <input type="checkbox"/>	FUNDING REQUIRED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> * IF YES ATTACH A FUNDING RESOLUTION FORM
--	--

RESOLUTION REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	FUNDING RESOLUTION FORM? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
--	--

AGENDA DATE	February 2, 2016		
DEPT. HEAD SIGNATURE	John B. Storer, PE-Director City Services Original with signature is on file City Clerks Office		
DATE SUBMITTED	01/21/16		
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED		

**COMMITTEE SIGN-OFF**

COMMITTEE	N/A
CHAIR PERSON	N/A

**DEPARTMENT APPROVALS**

DEPUTY CITY MANAGER	N/A
CITY MANAGER	N/A

**FINANCE & BUDGET INFORMATION**

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	Bonding
ACCOUNT NUMBER	15013010-771000-14520
AMOUNT	\$22,911.04
APPROPRIATION REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

**LEGAL AUTHORITY**

City Council Resolution

**SUMMARY STATEMENT**

The Rebuilding of the Upper City Dam project is completed. This request is for the City Council to approve the ed-authorization of \$22,911.04 in bond funding.

**RECOMMENDED ACTION**

De-Authorize \$22,911.04 bond authority.

## AGENDA BILL - FUNDING RESOLUTION

## EXHIBIT

Project Name: Date: Fiscal Year: 

Fund (select):

GF  Water  Sewer  Arena CIP  Water CIP  Sewer CIP  Arena CIP Special Revenue Fund Type: Lapsing Non-Lapsing 

## Deauthorization

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1	15013010	771000	14520	-	-	\$22,911.04 -
2				-	-	-
3				-	-	-
4				-	-	-

## Appropriation

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

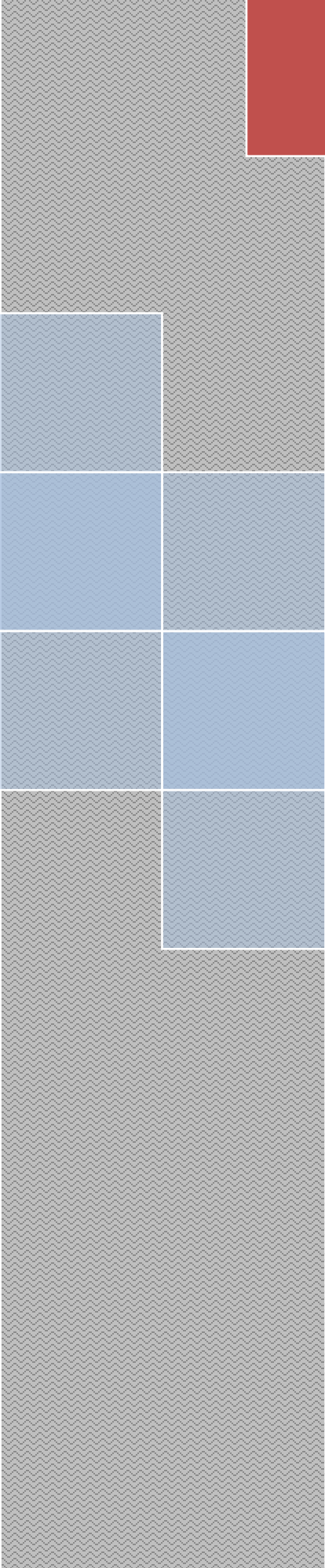
## Revenue

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

DUNS # CFDA # Grant # Grant Period: From   
To 

If de-authorizing Grant Funding appropriations: (select one)

Reimbursement Request will be reduced Funds will be returned



This page has  
been  
intentionally left  
blank.



**RESOLUTION DEAUTHORIZING CITY OF ROCHESTER DEPARTMENT OF  
PUBLIC WORKS CAPITAL IMPROVEMENT PLAN (CIP) FUNDING FOR THE  
STILLWATER CIRCLE BRIDGE PROJECT**

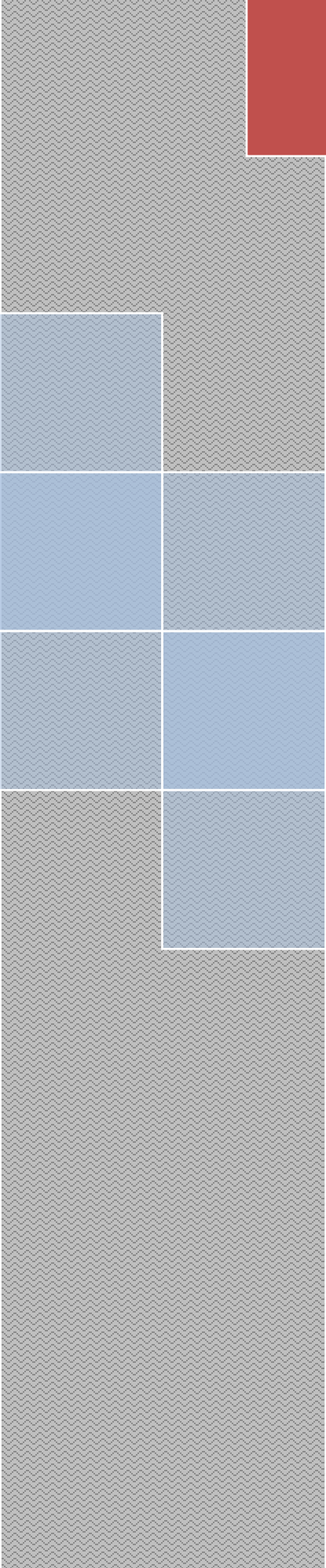
**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
ROCHESTER:**

In accordance with the provisions RSA 33:9, One Thousand One Hundred Twenty Seven and 03/100 Dollars (\$1,127.03) of previous bond authority is deauthorized from the FY 2016 Department of Public Works CIP Fund for the Stillwater Circle Bridge Project.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to establish and/or designate such accounts and or account numbers as are necessary to implement the transactions contemplated in this Resolution.

**CC FY16 02-02 AB 90**





This page has  
been  
intentionally left  
blank.





1/28/16

**City of Rochester Formal Council Meeting****AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT De-authorize Stillwater Circle Bridge Funds
---

COUNCIL ACTION ITEM <input checked="" type="checkbox"/> INFORMATION ONLY <input type="checkbox"/>	FUNDING REQUIRED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> * IF YES ATTACH A FUNDING RESOLUTION FORM
--	--

RESOLUTION REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	FUNDING RESOLUTION FORM? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
--	--

AGENDA DATE	February 2, 2016		
DEPT. HEAD SIGNATURE	John B. Storer, PE Director of City Services Original with signature is on file at City Clerks office		
DATE SUBMITTED	01/21/16		
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED		

**COMMITTEE SIGN-OFF**

COMMITTEE	N/A
CHAIR PERSON	N/A

**DEPARTMENT APPROVALS**

DEPUTY CITY MANAGER	N/A
CITY MANAGER	N/A

**FINANCE & BUDGET INFORMATION**

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	Bonding
ACCOUNT NUMBER	15013010-771000-14521
AMOUNT	\$1,127.03
APPROPRIATION REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

**LEGAL AUTHORITY****City Council Resolution**

**SUMMARY STATEMENT**

The Stillwater Circle Bridge project is completed. This request is for the City Council to approve the ed-authorization of \$1,127.03 in bond funding.

**RECOMMENDED ACTION**

De-Authorize \$1,127.03 bond authority.

## AGENDA BILL - FUNDING RESOLUTION

## EXHIBIT

Project Name: Date: Fiscal Year: 

Fund (select):

GF  Water  Sewer  Arena CIP  Water CIP  Sewer CIP  Arena CIP Special Revenue Fund Type: Lapsing Non-Lapsing 

## Deauthorization

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1	15013010	771000	14521	-	-	\$1,127.03 -
2				-	-	-
3				-	-	-
4				-	-	-

## Appropriation

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

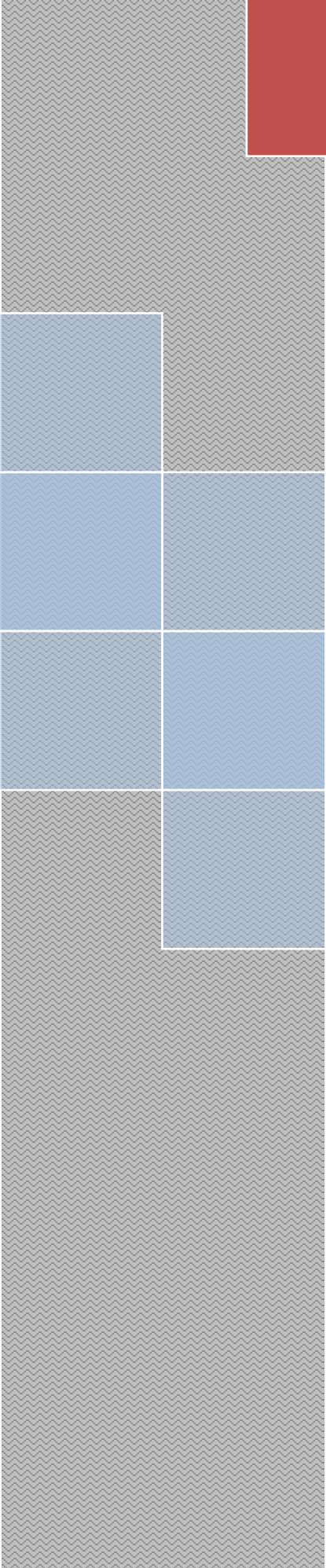
## Revenue

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

DUNS # CFDA # Grant # Grant Period: From   
To 

If de-authorizing Grant Funding appropriations: (select one)

Reimbursement Request will be reduced Funds will be returned



This page has  
been  
intentionally left  
blank.



**RESOLUTION DEAUTHORIZING FUNDING FROM**  
**THE GREEN INFRASTRUCTURE GRANT**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER AS FOLLOWS:

**WHEREAS**, by virtue of a certain resolutions adopted by the Mayor and City Council of the City of Rochester, the Mayor and City Council appropriated funds to the City of Rochester Capital Project General Fund account, of which, Sixteen Thousand Dollars (\$16,000) was to be derived from the Green Infrastructure Grant and Four Thousand Dollars (\$4,000) was derived from the General Fund unassigned fund balance, and

**WHEREAS**, Three Thousand Eight Hundred Ninety Four and 02/100 Dollars (\$3,894.02) of the original appropriation remains unexpended;

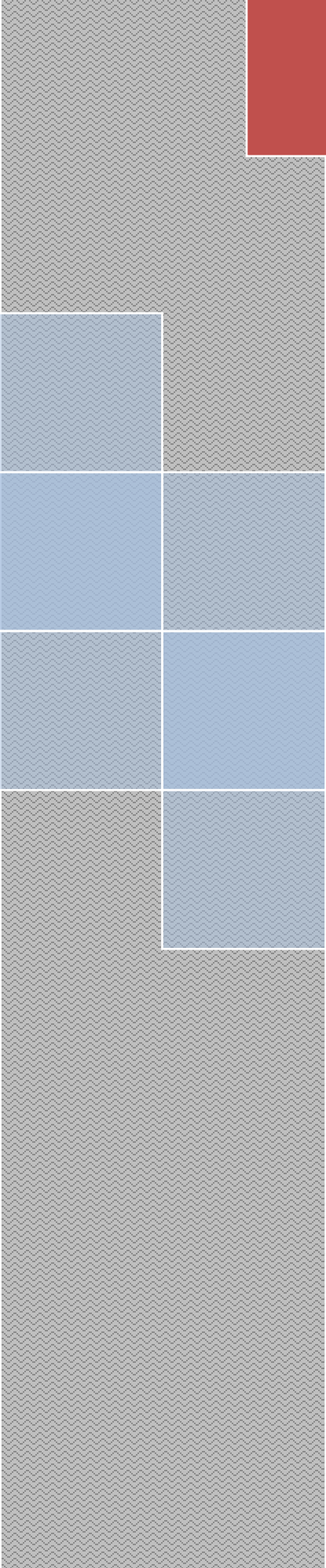
**NOW THEREFORE**, in light of the above, the Mayor and City Council of the City of Rochester hereby withdraw and deauthorize the sum of Three Thousand Eight Hundred Ninety Four and 02/100 Dollars (\$3,894.02) of the previous appropriation of funds.

**FURTHER**, that the Mayor and City Council authorize the transfer of Three Thousand Eight Hundred Ninety Four and 02/100 Dollars (\$3,894.02) back to the General Fund unassigned fund balance.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

**CC FY 16 02-02 AB 98**





This page has  
been  
intentionally left  
blank.





1/28/16

**City of Rochester Formal Council Meeting****AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.****AGENDA SUBJECT**

Deauthorization of Green Infrastructure Grant Funds

**COUNCIL ACTION ITEM** ☒**INFORMATION ONLY** ☐**FUNDING REQUIRED?** YES ☐ NO ☒

\* IF YES ATTACH A FUNDING RESOLUTION FORM

**RESOLUTION REQUIRED?** YES ☐ NO ☒**FUNDING RESOLUTION FORM?** YES ☒ NO ☐

AGENDA DATE	February 2, 2016		
DEPT. HEAD SIGNATURE	Karen Pollard, signature on file		
DATE SUBMITTED	January 26, 2016		
ATTACHMENTS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	1

**COMMITTEE SIGN-OFF**

COMMITTEE	
CHAIR PERSON	

**DEPARTMENT APPROVALS**

DEPUTY CITY MANAGER	
CITY MANAGER	

**FINANCE & BUDGET INFORMATION**

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	Capitol Projects General Fund
ACCOUNT NUMBER	Fund 1501
AMOUNT	\$3,894.02
APPROPRIATION REQUIRED	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

**LEGAL AUTHORITY**

City Charter, Section 4: Except as herein provided otherwise, the City Council shall have all powers conferred by law upon City Councils, Boards of Mayor and Aldermen, and the Selectmen of Towns so far as applicable to cities.

**SUMMARY STATEMENT**

Matching funds in an amount up to \$4,000 for the Green Infrastructure Grant were authorized by City Council at the January 14, 2014 City Council meeting. The work of the grant has concluded, and of the \$4,000 authorized for the match, \$105.98 has been expended and \$3,894.02 remains unexpended.

**RECOMMENDED ACTION**

Deauthorize the unexpended \$3,894.02 from the City Capital Project General Funds for the Green Infrastructure grant.

## AGENDA BILL - FUNDING RESOLUTION

## EXHIBIT

Project Name: Date: Fiscal Year: 

Fund (select):

GF  Water  Sewer  Arena CIP  Water CIP  Sewer CIP  Arena CIP Special Revenue Fund Type: Lapsing  Non-Lapsing 

## Deauthorization

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1	15011100	776000	14537	-	-	\$3,894.02 -
2				-	-	-
3				-	-	-
4				-	-	-

## Appropriation

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

## Revenue

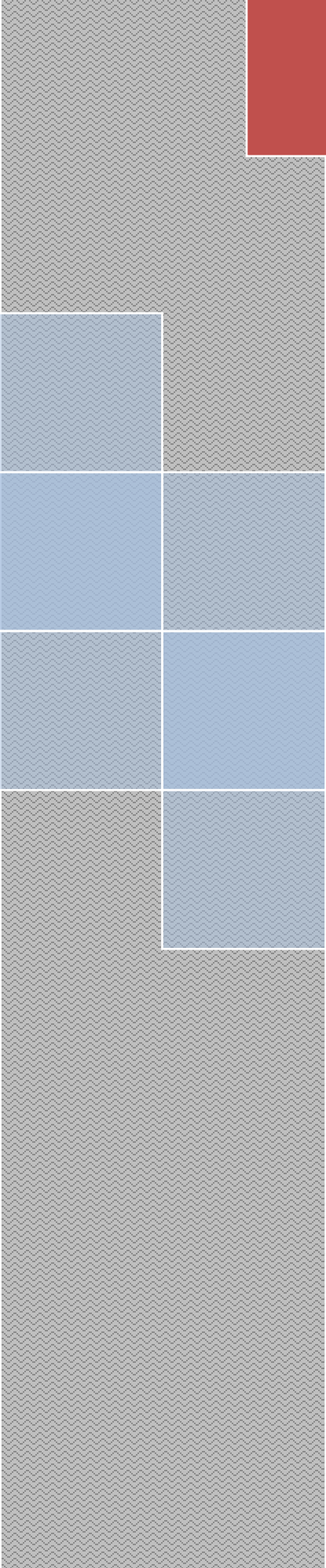
	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

DUNS # CFDA # Grant # Grant Period: From   
To 

If de-authorizing Grant Funding appropriations: (select one)

Reimbursement Request will be reduced Funds will be returned





This page has  
been  
intentionally left  
blank.



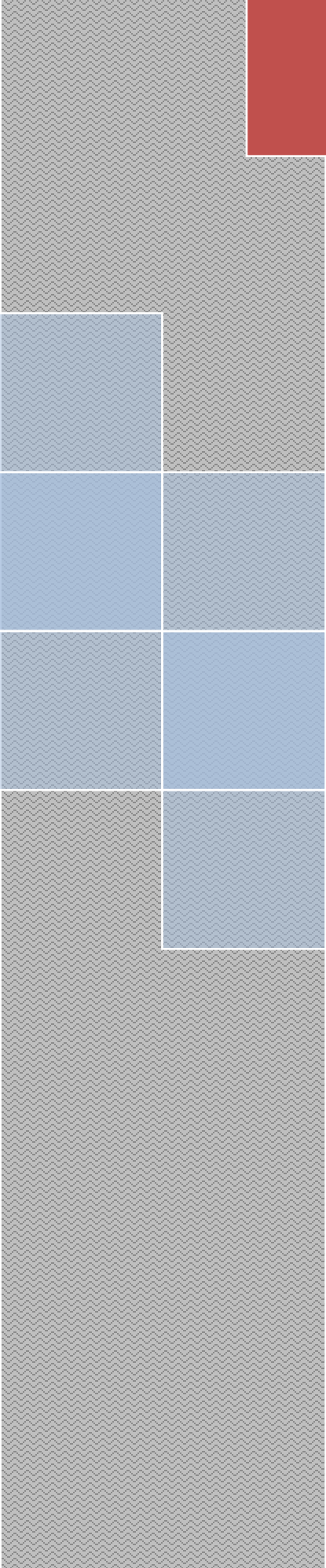
**RESOLUTION DEAUTHORIZING FUNDING FOR THE BROCK STREET  
RECONSTRUCTION PROJECT**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
ROCHESTER:**

In accordance with the provisions RSA 33:9, One Million Forty Four Thousand One Hundred Sixty Nine and 10/100 Dollars (\$1,044,169.10) of previous bond authority is deauthorized from the FY 2016 Department of Public Works Sewer CIP Fund, Water CIP Fund, and General Fund for the Brock Street Reconstruction Project as follows: Sewer CIP Account #55026020-771000-13515=\$813,517.82, Water CIP Account #55016010-771000-13515=\$13,292.03, and General Fund Account #15013010-771000-13515 = \$217,359.25.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to establish and/or designate such accounts and or account numbers as are necessary to implement the transactions contemplated in this Resolution.

**CC FY16 02-02 AB 100**



This page has  
been  
intentionally left  
blank.





1/28/16

**City of Rochester Formal Council Meeting****AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT De-authorize Brock Street Reconstruction Project Accounts 13515
---

COUNCIL ACTION ITEM <input checked="" type="checkbox"/> INFORMATION ONLY <input type="checkbox"/>	FUNDING REQUIRED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> * IF YES ATTACH A FUNDING RESOLUTION FORM
--	--

RESOLUTION REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	FUNDING RESOLUTION FORM? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
--	--

AGENDA DATE	February 2, 2016		
DEPT. HEAD SIGNATURE	John B. Storer, PE-Director City Services Original with signature is on file City Clerks Office		
DATE SUBMITTED	01/25/16		
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED		

**COMMITTEE SIGN-OFF**

COMMITTEE	N/A
CHAIR PERSON	N/A

**DEPARTMENT APPROVALS**

DEPUTY CITY MANAGER	N/A
CITY MANAGER	N/A

**FINANCE & BUDGET INFORMATION**

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	Bonding
ACCOUNT NUMBER	13515 Accounts
AMOUNT	\$1,044,169.10
APPROPRIATION REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

**LEGAL AUTHORITY****City Council Resolution**



**SUMMARY STATEMENT**

The Brock Street Reconstruction project is completed. This request is for the City Council to approve the ed-authorization of \$1,044,169.10 in bond funding. This funding is split across Water, Sewer and General Fund Accounts as follows:

15013010-771000-13515 = \$217,359.25

55016010-771000-13515 = \$13,292.03

55026020-771000-13515 = \$813,517.82

**RECOMMENDED ACTION**

De-Authorize \$1,044,169.10 in bond authority for the Brock Street Reconstruction 13515 Accounts.

**RESOLUTION DEAUTHORIZING FUNDING FOR THE RE-PLASTER EAST  
ROCHESTER POOL PROJECT**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
ROCHESTER AS FOLLOWS:

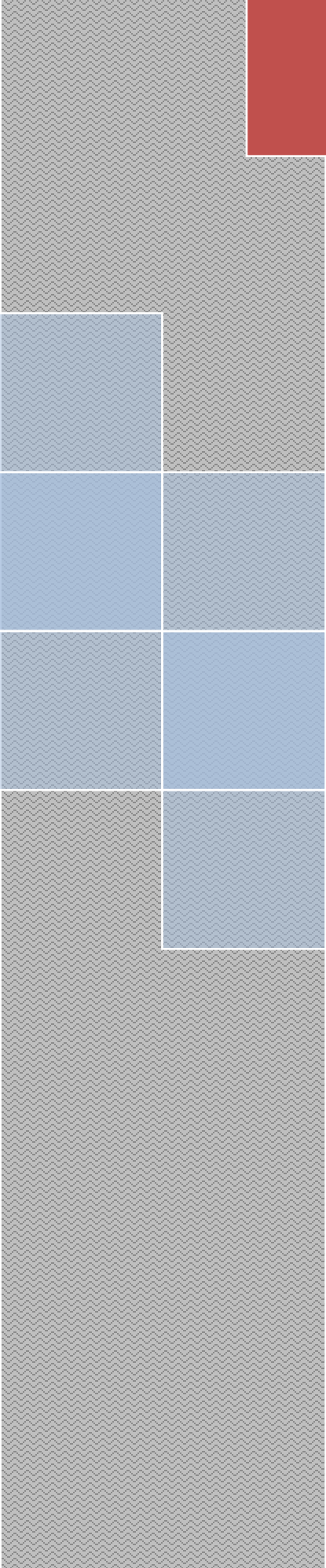
**WHEREAS**, by virtue of a certain resolutions adopted by the Mayor and City Council of the City of Rochester, the Mayor and City Council appropriated funds from the General Fund fund balance to the Rochester Department of Public Works CIP account for the Re-plaster East Rochester Pool Project; and

**WHEREAS**, the Project has been completed and Seven Thousand Five Hundred Eighty Nine and 15/100 Dollars (\$7,589.15) of the original appropriation remains unexpended;

**NOW THEREFORE**, in light of the above, the Mayor and City Council of the City of Rochester hereby withdraw and deauthorize the sum of Seven Thousand Five Hundred Eighty Nine and 15/100 Dollars (\$7,589.15) of the previous appropriation of funds and return the funds to the General Fund fund balance.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

**CC FY 16 02-02 AB 101**



This page has  
been  
intentionally left  
blank.





1/28/16

**City of Rochester Formal Council Meeting****AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.****AGENDA SUBJECT**

De-authorize Replaster East Rochester Pool Project- 15517

**COUNCIL ACTION ITEM** ☒**INFORMATION ONLY** ☐**FUNDING REQUIRED?** YES ☐ NO ☒

\* IF YES ATTACH A FUNDING RESOLUTION FORM

**RESOLUTION REQUIRED?** YES ☒ NO ☐**FUNDING RESOLUTION FORM?** YES ☒ NO ☐

AGENDA DATE	February 2, 2016	
DEPT. HEAD SIGNATURE	John B. Storer, PE-Director City Services Original with signature is on file City Clerks Office	
DATE SUBMITTED	01/26/16	
ATTACHMENTS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED

**COMMITTEE SIGN-OFF**

COMMITTEE	N/A
CHAIR PERSON	N/A

**DEPARTMENT APPROVALS**

DEPUTY CITY MANAGER	N/A
CITY MANAGER	N/A

**FINANCE & BUDGET INFORMATION**

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	General Fund-cash
ACCOUNT NUMBER	15013010-772000-15517
AMOUNT	\$7589.15
APPROPRIATION REQUIRED	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

**LEGAL AUTHORITY**

City Council Resolution



**SUMMARY STATEMENT**

The Replaster East Rochester Pool Project is completed. This request is for the City Council to approve the de-authorization of \$7,589.15 General Fund Cash project. The funds should be returned the General Fund -Cash balance.

**RECOMMENDED ACTION**

De-Authorize \$7,589.15 in cash funded project and return to General Fund -Cash balance account.

## AGENDA BILL - FUNDING RESOLUTION

## EXHIBIT

Project Name: Date: Fiscal Year: 

Fund (select):

GF ☒ Water ☐ Sewer ☐ Arena ☐  
 CIP ☒ Water CIP ☐ Sewer CIP ☐ Arena CIP ☐  
 Special Revenue ☐

Fund Type: Lapsing ☐ Non-Lapsing ☐

## Deauthorization

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1	15011090	772000	15517	-	-	\$ 7,589.15 -
2				-	-	-
3				-	-	-
4				-	-	-

## Appropriation

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

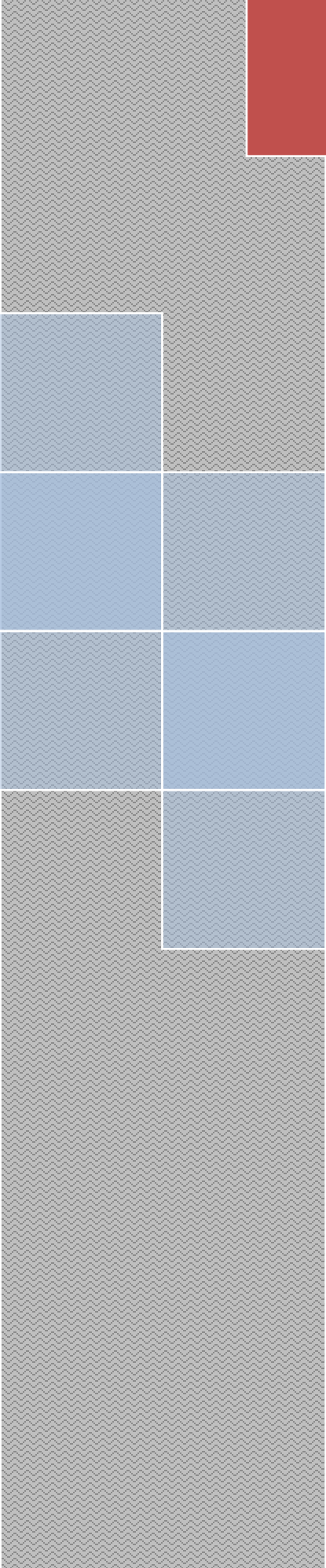
## Revenue

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

DUNS # CFDA # Grant # Grant Period: From   
To 

If de-authorizing Grant Funding appropriations: (select one)

Reimbursement Request will be reduced ☐Funds will be returned ☐



This page has  
been  
intentionally left  
blank.



**RESOLUTION DEAUTHORIZING FUNDING FROM THE WILDLIFE HABITAT  
INCENTIVE PROGRAM (WHIP) GRANT**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER AS FOLLOWS:

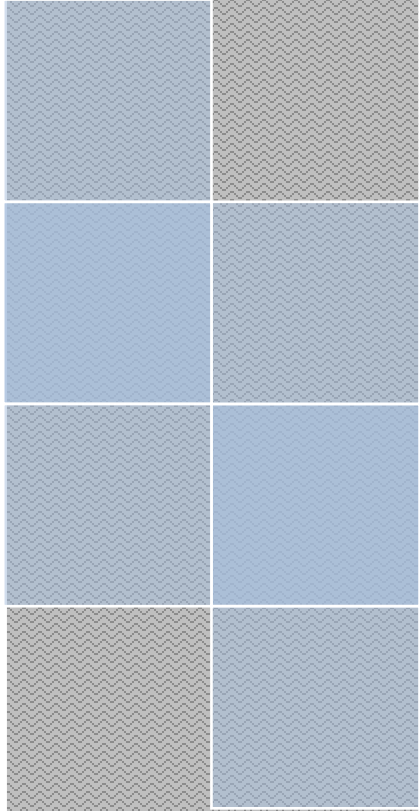
**WHEREAS**, by virtue of a certain resolutions adopted by the Mayor and City Council of the City of Rochester, the Mayor and City Council appropriated (\$293,000.00) to the Rochester Department of Public Works CIP account, funding to be derived from the WHIP Grant, and

**WHEREAS**, Fifty Four Thousand Eight Hundred Twenty Nine and 18/100 Dollars (\$54,829.18) of eligible expenditures were reimbursed from the WHIP Grant;

**NOW THEREFORE**, in light of the above, the Mayor and City Council of the City of Rochester hereby withdraw and deauthorize the sum of Two Hundred Thirty Eight Thousand One Hundred Seventy and 82/100 Dollars (\$238,170.82) of the previous appropriation of funds. This decreases the total amount the Department of Public Works will seek in reimbursement from the WHIP Grant fund.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

**CC FY 16 02-02 AB 92**



This page has  
been  
intentionally left  
blank.







1/28/16

**City of Rochester Formal Council Meeting****AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT

Cocheco River WHIP Project 05551 - De-Authorization,

COUNCIL ACTION ITEM ☒  
INFORMATION ONLY ☐FUNDING REQUIRED? YES ☐ NO ☒  
\* IF YES ATTACH A FUNDING RESOLUTION FORMRESOLUTION REQUIRED? YES ☒ NO ☐FUNDING RESOLUTION FORM? YES ☒ NO ☐

AGENDA DATE	February 2/2016	
DEPT. HEAD SIGNATURE	John B Storer, PE - Director of City Services Original w/signature on File City Clerks Office	
DATE SUBMITTED	January 21, 2016	
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	

**COMMITTEE SIGN-OFF**

COMMITTEE	
CHAIR PERSON	

**DEPARTMENT APPROVALS**

DEPUTY CITY MANAGER	
CITY MANAGER	

**FINANCE & BUDGET INFORMATION**

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	WHIP Grant
ACCOUNT NUMBER	15013010-771000-05551
AMOUNT	\$238,170.82
APPROPRIATION REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

**LEGAL AUTHORITY**

City Council Resolution

**SUMMARY STATEMENT**

This Wildlife Habitat Incentive Program (WHIP) Grant Program was last worked on in December of 2010. The City was using this grant for the cleanup of the Cocheco River Shore lines. This was repealed with the Agricultural Act of 2014. If the City had a long term plan in place it would have been honored through the duration of the plan, but that is not the case. This agenda bill is to De-authorize the remaining funds in the CIP Account that was set up.

**RECOMMENDED ACTION**

1. Resolution to De-Authorize \$238,170.82

## AGENDA BILL - FUNDING RESOLUTION

## EXHIBIT

Project Name: Date: Fiscal Year: 

Fund (select):

GF  Water  Sewer  Arena CIP  Water CIP  Sewer CIP  Arena CIP Special Revenue Fund Type: Lapsing  Non-Lapsing 

## Deauthorization

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1	15013010	771000	05551	-	-	\$238,170.82 -
2				-	-	-
3				-	-	-
4				-	-	-

## Appropriation

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

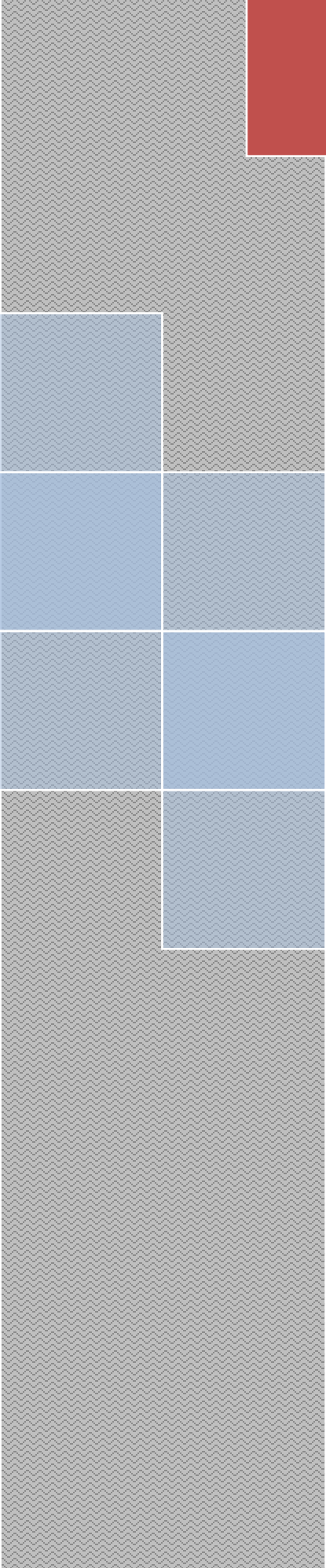
## Revenue

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

DUNS # CFDA # Grant # Grant Period: From   
To 

If de-authorizing Grant Funding appropriations: (select one)

Reimbursement Request will be reduced Funds will be returned



This page has  
been  
intentionally left  
blank.



**RESOLUTION AUTHORIZING SUPPLEMENTAL APPROPRIATION  
TO THE DEPARTMENT OF PUBLIC WORKS CAPITAL IMPROVEMENTS FUND  
FOR COCHECO RIVER WILDLIFE HABITAT INCENTIVE PROGRAM (WHIP)  
PROJECT**

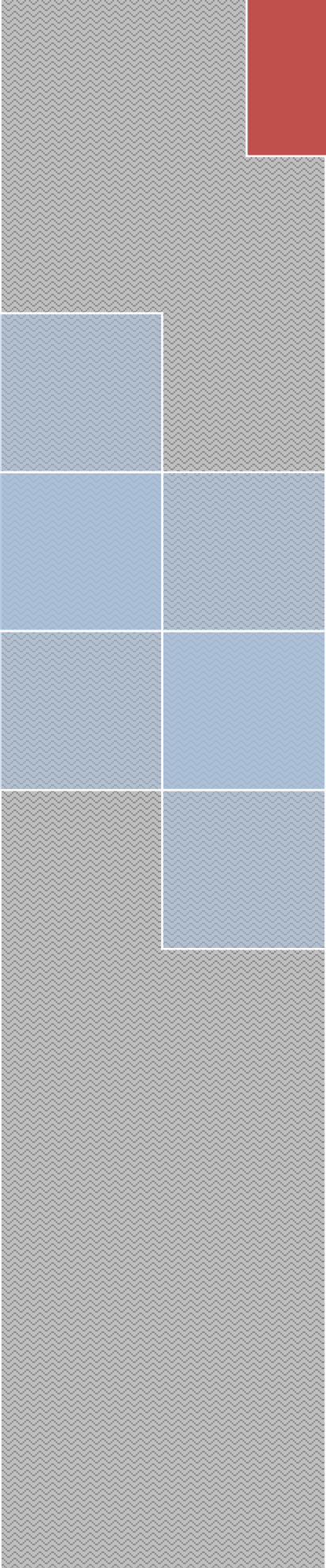
BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER,  
AS FOLLOWS:

That a sum not to exceed Two Thousand Eight Hundred Seventy Nine and 02/100 Dollars (\$2,879.02) be, and hereby is, appropriated as a supplemental appropriation to the City of Rochester Department of Public Works Capital Improvements Fund, for the purpose of providing funds necessary to pay unreimbursed costs and/or expenditures associated with Cocheco River WHIP Project and provided further that funds for such supplemental appropriation shall be derived in their entirety from the General Fund unassigned fund balance.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

CC FY16 02-02 AB 93





This page has  
been  
intentionally left  
blank.





1/28/16

**City of Rochester Formal Council Meeting****AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT Cocheco River Whip Project 05551
--

COUNCIL ACTION ITEM <input checked="" type="checkbox"/> INFORMATION ONLY <input type="checkbox"/>	FUNDING REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> * IF YES ATTACH A FUNDING RESOLUTION FORM
RESOLUTION REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	FUNDING RESOLUTION FORM? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

AGENDA DATE	02/02/16	
DEPT. HEAD SIGNATURE	John B. Storer, PE - Director of City Services Original with signature on file at City Clerks Office	
DATE SUBMITTED	01/21/16	
ATTACHMENTS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	

**COMMITTEE SIGN-OFF**

COMMITTEE	
CHAIR PERSON	

**DEPARTMENT APPROVALS**

DEPUTY CITY MANAGER	
CITY MANAGER	

**FINANCE & BUDGET INFORMATION**

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	General Fund / Fund balance
ACCOUNT NUMBER	15013010-771000-05551
AMOUNT	\$2,879.02
APPROPRIATION REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

**LEGAL AUTHORITY**

City Council Resolution

**SUMMARY STATEMENT**

This agenda bill is to cash fund the expenses made to date that were not reimbursable by the WHIP Grant. Expenses to date \$57,708.20, Grants Received \$54,829.18. Expense not funded \$2,879.02

**RECOMMENDED ACTION**

1. Resolution to fund \$2,879.02 in expenses from General Fund - Fund balance account.

## AGENDA BILL - FUNDING RESOLUTION

## EXHIBIT

Project Name: Date: Fiscal Year: 

Fund (select):

GF  Water  Sewer  Arena CIP  Water CIP  Sewer CIP  Arena CIP Special Revenue Fund Type: Lapsing Non-Lapsing 

## Deauthorization

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

## Appropriation

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1	15013010	771000	05551	-	-	\$2,879.02 -
2				-	-	-
3				-	-	-
4				-	-	-

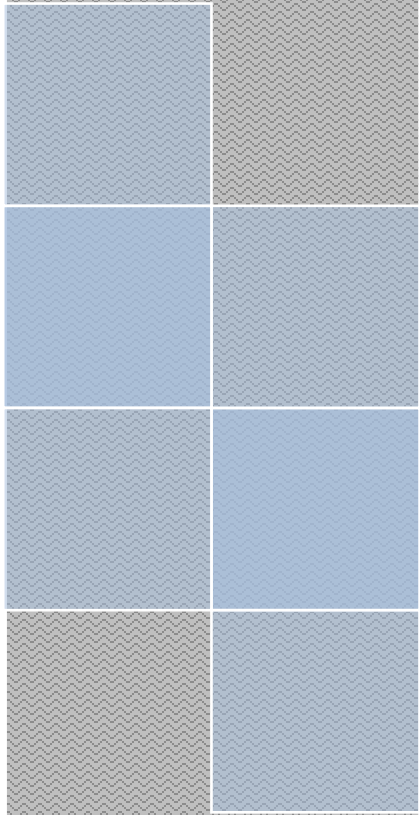
## Revenue

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

DUNS # CFDA # Grant # Grant Period: From   
To 

If de-authorizing Grant Funding appropriations: (select one)

Reimbursement Request will be reduced Funds will be returned



This page has  
been  
intentionally left  
blank.





**RESOLUTION ACCEPTING HIGHWAY SAFETY DWI PATROL GRANT AND  
SUPPLEMENTAL APPROPRIATION THEREOF**

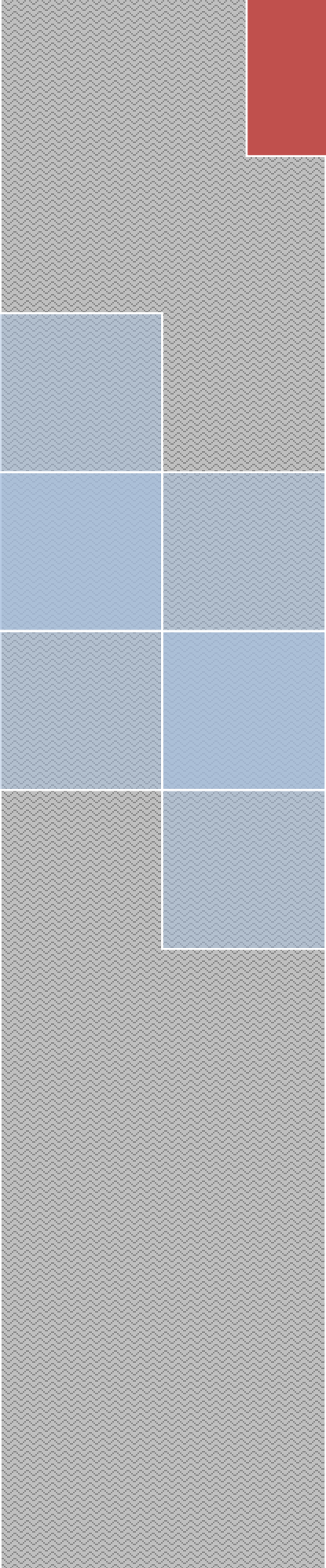
**BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:**

**WHEREAS**, that a Highway Safety DWI Patrols Grant in the amount of Five Thousand Nine Hundred Sixty and 98/100 Dollars (\$5,960.98) to the City of Rochester Police Department is hereby accepted by the City of Rochester.

**FURTHER**, that the sum of Five Thousand Nine Hundred Sixty and 98/100 Dollars (\$5,960.98) be, and hereby is, appropriated as a supplemental appropriation to the City of Rochester Police Department Operating Budget, with such sums to be placed in a special non-lapsing reserve account to be established/designated by the Finance Director, such funds to be used exclusively for grant purposes. Further, that the source of the sums necessary to fund such appropriation shall be drawn, in their entirety, from the aforesaid grant.

**FURTHER**, to the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

CC FY16 02-02 AB 95



This page has  
been  
intentionally left  
blank.





1/28/16

**City of Rochester Formal Council Meeting****AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.****AGENDA SUBJECT**

Seeking permission from Council to accept funds in the amount of \$5,960.98 from the Highway Safety Agency for the "DWI Patrols" Grant.

COUNCIL ACTION ITEM ☒  
INFORMATION ONLY ☐FUNDING REQUIRED? YES ☒ NO ☐  
\* IF YES ATTACH A FUNDING RESOLUTION FORMRESOLUTION REQUIRED? YES ☒ NO ☐FUNDING RESOLUTION FORM? YES ☒ NO ☐

AGENDA DATE	Next January 2016 meeting		
DEPT. HEAD SIGNATURE			
DATE SUBMITTED	1/12/16		
ATTACHMENTS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	16

**COMMITTEE SIGN-OFF**

COMMITTEE	
CHAIR PERSON	

**DEPARTMENT APPROVALS**

DEPUTY CITY MANAGER	
CITY MANAGER	

**FINANCE & BUDGET INFORMATION**

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	State of NH
ACCOUNT NUMBER	61152010 MULTI 165XX
AMOUNT	\$5,960.98
APPROPRIATION REQUIRED	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

**LEGAL AUTHORITY**

Council action required.

**SUMMARY STATEMENT**

Seeking permission from Council to accept funds from the Highway Safety "DWI Patrols" Grant in the amount of \$5,960.98.

**RECOMMENDED ACTION**

Recommend acceptance of funds from the NH Highway Safety Agency in the amount of \$5,960.98.

## AGENDA BILL - FUNDING RESOLUTION

## EXHIBIT

Project Name: Date: Fiscal Year: 

Fund (select):

GF  Water  Sewer  Arena CIP  Water CIP  Sewer CIP  Arena CIP Special Revenue Fund Type: Lapsing Non-Lapsing 

## Deauthorization

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

## Appropriation

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1	61152010	MULTI	165XX	-	\$5,960.98	-
2				-	-	-
3				-	-	-
4				-	-	-

## Revenue

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

DUNS # CFDA # Grant # Grant Period: From   
To 

If de-authorizing Grant Funding appropriations: (select one)

Reimbursement Request will be reduced Funds will be returned



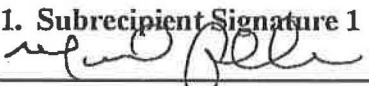

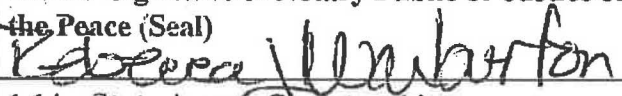

Award Letter

Final Approved grant agreement

NEW HAMPSHIRE HIGHWAY SAFETY AGENCY GRANT AGREEMENT 1/28/16

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> New Hampshire Highway Safety Agency		<b>1.2. State Agency Address</b> 78 Regional Drive, Building 2 Concord, NH 03301-8530	
<b>1.3. Subrecipient Name</b> Rochester Police Department		<b>1.4. Subrecipient Address</b> 23 Wakefield Street, Rochester, NH 03867	
<b>1.4.1 Subrecipient Type</b> (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) City		<b>1.4.2 DUNS</b> 968578153	
<b>1.5. Subrecipient Phone #</b> 330-7132	<b>1.6. Effective Date</b> 10/01/15	<b>1.7. Completion Date</b> 09/30/16	<b>1.8. Grant Limitation</b> \$ 5,960.98
<b>1.9. Grant Officer for State Agency</b> LuAnn Speikers		<b>1.10. State Agency Telephone Number</b> 271-2197	
<b>"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."</b>			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Michael Allen Chief of Police	
<b>Subrecipient Signature 2</b> 		<b>Name &amp; Title of Subrecipient Signor 2</b> DANIEL W. FIERMAN City Manager	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Strafford</u> on <u>12/3/15</u> 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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b> 		<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Rebecca J. Warborton Notary Public Exp 10/19/2022	
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> John Barthelme Commissioner	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>  By: Assistant Attorney General, On: / /			
<b>1.17. Approval by Governor and Council (if applicable)</b>  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 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 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 1.6 ("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

Subrecipient Initials  
Page 2 of 3

MA

MA

Date

- 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 intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

MA

MD

Date 12/31/15

**EXHIBIT A**

## Scope of Services

1. The New Hampshire Highway Safety Agency (hereinafter referred to as The State) is awarding the Rochester Police Department (hereinafter referred to as the Subrecipient) \$5,960.98 for DWI Patrols, as further described in the Subrecipient's application, which is hereby incorporated by reference and made a part of this Grant Agreement.

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
a. Personnel Services		\$5,960.98			
b. Current Expenses					
c. Equipment					
d. Indirect Costs & Audit					
e. Contractual Services					
f. Travel					
Total Approved Costs (Include Non-Federal Share)		\$5,960.98			

2. It is agreed that quarterly reports will be made to the NH Highway Safety Agency for the duration of the contract summarizing the progress being made in implementing the project and identifying any problems being encountered. A final report will be made upon completion of the project. Reports will be submitted within 20 days of the project termination date.
3. All publications, public information or publicity released in conjunction with this project shall state that "this project is being supported in part through a grant from the NH Highway Safety Agency with Federal funds provided by the National Highway Traffic Safety Administration, US Department of Transportation", or words to that effect.

Rev. 11/12/2015

Grantee Initials WPA  
Page 1 of 12MAZ  
Date 12/3/15



**EXHIBIT B****Grant Amount and Method of Payment****1. GRANT AMOUNT**

FEDERAL BUDGET AND PERSONNEL DATA	
a. Personnel Services Salary	\$5,960.98
b. Current Expenses	
c. Equipment	
d. Indirect Costs and Audit Expense	
e. Contractual Services	
f. Travel Expenses	
Total	\$5,960.98

<b>Project Cost is 80% Federal Funds, 20% Applicant Share</b>
Awarding Agency: New Hampshire Highway Safety Agency (NHSA)
Project Title: Rochester DWI Patrols #308-16A-021
PSP & Task #: 16-02, 08
Award Title & #: Highway Safety Grant # M6OT 405d
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
In Kind Match: \$1,490.25

**2. PAYMENT SCHEDULE**

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to \$5,960.98.
- b. At least quarterly, the Subrecipient shall submit the Reimbursement form (HS-20) and activity reports (HS-200) to the State, along with supporting documentation and proof of payment, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Each Reimbursement form must be accompanied by match documentation. The Subrecipient shall submit proper match documentation by submitting a completed Match Tracking for Personnel and Other Costs, the form of which is attached hereto as Exhibit B-1. Upon review and approval of the submitted forms, reports and supporting documentation, the State will forward the funds to the Subrecipient. The Subrecipient will continue this

Rev. 11/12/2015

Grantee Initials MA

Page 2 of 12

Date

12/3/15



process until they have drawn down the 20% federal match for the total amount of the project (25% of the federal award amount).

- c. If no enforcement patrols took place during the quarter, an email is required stating that your department will not be seeking reimbursement for that quarter.
- d. The quarterly submission due dates are as follows:

January 15<sup>th</sup> for October-December (Quarter 1)

April 15<sup>th</sup> for January-March (Quarter 2)

July 15<sup>th</sup> for April-June (Quarter 3)

October 15<sup>th</sup> for July-September (Quarter 4)

- e. Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- f. The Reimbursement form must be signed and dated by the Chief or another Authorized Signatory. Individuals working the enforcement patrol may not sign off on the Reimbursement form (HS-20). If the Chief works the enforcement patrol, a community official must sign off on the Reimbursement form (HS-20). In addition, the Chief may not sign off on the Reimbursement form (HS-20) if his/her spouse, child or sibling works the same enforcement patrol.
- g. The Subrecipient agrees to have an audit conducted in compliance with 2 CFR part 200, subpart F, if applicable. If a compliance audit is not required, at the end of each audit period the Subrecipient will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the State.
- h. Additionally, the Subrecipient has or will notify their auditor of the above requirements prior to performance of the audit. The Subrecipient will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. The Subrecipient will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR part 200, subpart F. The Subrecipient will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Rev. 11/12/2015

Grantee Initials

MA

Page 3 of 12



Date

12/3/15

**EXHIBIT C****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 Highway Safety Grant Funding Policy dated July, 2007 and found at the following Web link.: [http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/GrantFundPolicy\\_mkm\\_revJuly07.pdf](http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/GrantFundPolicy_mkm_revJuly07.pdf). 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 49 CFR Part 18 - the Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments as promulgated by the U.S. Department of Transportation (also known as the DOT Common Rule). This document is found at the following Web link <http://www.gpo.gov/fdsys/pkg/CFR-2009-title49-vol1/pdf/CFR-2009-title49-vol1-part18.pdf>.
- Subrecipients agree to comply with all applicable SAFETEA-LU and MAP-21 basic and incentive grant program requirements as outlined in the Highway Safety Grant Management Manual found at the following Web link: [http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/00\\_Manl\\_Contents1\\_01.html](http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/00_Manl_Contents1_01.html). This document provides information on each of the grant programs including section 154, 164, 402, 405, 408, 410, 1906, 2010, and 2011 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:

- **Federal Funding Accountability & Transparency Act (FFATA).** *Data Universal Numbering System (DUNS) Numbers Requirement.* As the recipient of federal highway safety funds, the applicant agency must have a DUNS number. This is a unique nine-character number that identifies the applicant agency and is used by the federal government to track how federal funds are distributed. If the applicant agency is authorized to make sub-awards under this contract, it must: 1) notify potential sub-recipients that no entity may receive a sub-award unless that entity has provided the applicant agency with its DUNS number; and 2) the

Rev. 11/12/2015

Grantee Initials MA

Page 4 of 12

Date

12/3/15

applicant agency may not make a sub-award to an entity unless the entity has provided its DUNS number to the applicant agency.  
(<http://fedgov.dnb.com/webform>)

- **Equipment:** Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. 23 CFR 1200.31.
- **Civil Rights:** The State highway safety agency (and its subrecipients) will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- **Buy America Act:** The State (and its subrecipients) will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a

Rev. 11/12/2015

Grantee Initials MSA

Page 5 of 12


Date 12/3/15

satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- **Political Activity (Hatch Act):** The State (and its subrecipients) will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- **Certification Regarding Federal Lobbying:** 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:** 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

Rev. 11/12/2015      Grantee Initials MAJ      Date 12/3/15  
 Page 6 of 12

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:**

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
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 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 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 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.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. 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 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 participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided

Grantee Initials

Page 7 of 12

Date

12/3/15



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.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
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 this transaction for cause or default.

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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 record, 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.

Rev. 11/12/2015

Grantee Initials mt  
Page 8 of 12

AD Date 12/3/15

(2) Where the prospective primary 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 Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/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, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. 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 "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. (See below)
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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
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

Rev. 11/12/2015

Grantee Initials AW  
Page 9 of 12

[Signature]  
Date 12/3/15

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 and/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 participation in this transaction 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.

- **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. 49 CFR 18.20.

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. 49 CFR 18.20. 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

Rev. 11/12/2015

Grantee Initials LMF  
Page 10 of 12

11/11 Date 12/3/15

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: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- **Cost Principles for Federal Grants to State and Local Governments**
  - 2 CFR Part 225 (formerly known as OMB Circular A-87) – 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. The following link provides the full text of this basic federal grant requirement: [http://www.whitehouse.gov/omb/fedreg/2005/083105\\_a87.pdf](http://www.whitehouse.gov/omb/fedreg/2005/083105_a87.pdf).
- **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 Part 220 – Educational Institutions (formerly known as OMB Circular A-21): [http://www.whitehouse.gov/omb/fedreg/2005/083105\\_a21.pdf](http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf).
  - 2 CFR Part 230 – Non-profit Organizations (formerly known as OMB Circular A-122): [http://www.whitehouse.gov/omb/fedreg/2005/083105\\_a122.pdf](http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf).

Rev. 11/12/2015

Grantee Initials

MA  
Page 11 of 12

Date

12/3/15

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 49 CFR 18.12.

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: 12/17/15

---

Rev. 11/12/2015

Grantee Initials   
Page 12 of 12

 Date 12/3/15

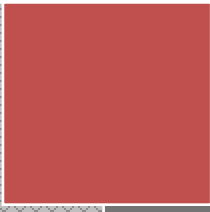


## Exhibit C-1

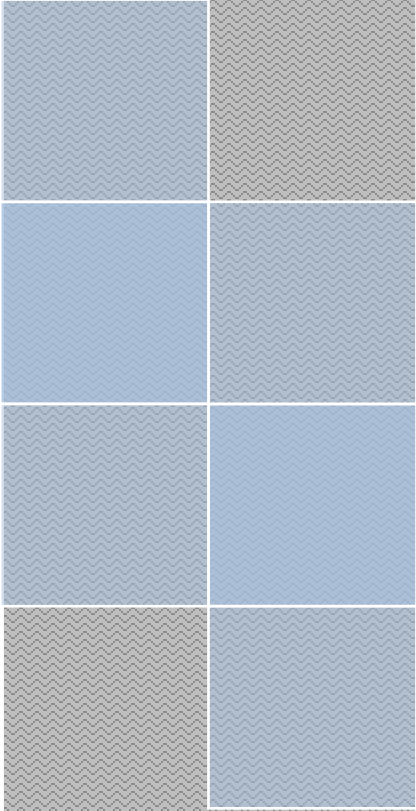
Scope of Services for Traffic Enforcement Grants

- Departments may conduct patrols during any time that data indicate there is an increased risk for the driving behavior being combatted. NHSA strongly encourages departments to review their local crash data to determine times and locations where grant-funded patrols would have the greatest impact.
- Departments with DWI enforcement grants are strongly encouraged to conduct patrols during the two national *Drive Sober or Get Pulled Over* (DSGPO) Mobilizations (December 18, 2015-January 3, 2016 and August 19-September 5, 2016).
- Departments with STEP grants (*Click It or Ticket*, Speed Enforcement, Operation Safe Commute, Red Light Running Enforcement, and School Bus Enforcement) are strongly encouraged to conduct patrols during the national *Click It or Ticket* Mobilization (May 23-June 5, 2016).
- Departments with PEDESTRIAN/BICYCLE enforcement grants shall conduct overtime patrols aimed at enforcing the state's pedestrian/bicycle laws.
- All departments are encouraged to participate in the *Operation Safe Commute* NH statewide effort (October 9, 2015, November 25, 2015, December 31, 2015, January 15, 2016, February 12, 2016, March 17, 2016, April 5, 2016, May 27, 2016, June 10, 2016, July 1, 2016, August 8, 2016, September 2, 2016). Patrols by each officer under this grant must be no less than two hours and no greater than eight hours in length and devoted solely to traffic enforcement activities.
- Officers funded during this grant 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, red light/stop sign running, and distracted driving.
- If an officer makes an arrest during the 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 eight-hour shift limit. However, the total request for reimbursement must not exceed the approved budget.
- Enforcement Grants are for overtime enforcement only.
- Departments will be reimbursed for actual hours worked.
- 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 mobilizations. Holiday rates of pay may be used, if applicable. Part-time officers will be reimbursed at their normal hourly rate of pay.
- Departments are recommended to conduct a minimum of three documented stops/contacts per hour. Please note that documented stops/contacts do not necessarily have to result in the issuance of a summons. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists 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 guarantees their accountability during a review or monitoring site visit.
- If patrols result in few traffic stops, please provide an explanation on the Activity Report as to why an officer was unable to make the recommended number of stops (poor weather, for example).
- 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.
- The amount of each grant awarded is determined by the number of qualified applicants, highway safety priorities, available funding, and population in each city or town. Funding amounts may change each fiscal year.
- 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.
- Departments must keep on file copies of summons, documented stops/contacts, officers' time schedules written under this grant program, and all other pertinent information.
- Patrols must be one officer per cruiser. However, multiple cruisers may be out at one time.

MA  
12/3/15



This page has  
been  
intentionally left  
blank.



**RESOLUTION ACCEPTING NEW HAMPSHIRE DEPARTMENT OF  
ENVIRONMENTAL SERVICES (DES) WATERSHED ASSISTANCE GRANT AND  
SUPPLEMENTAL APPROPRIATION THEREOF**

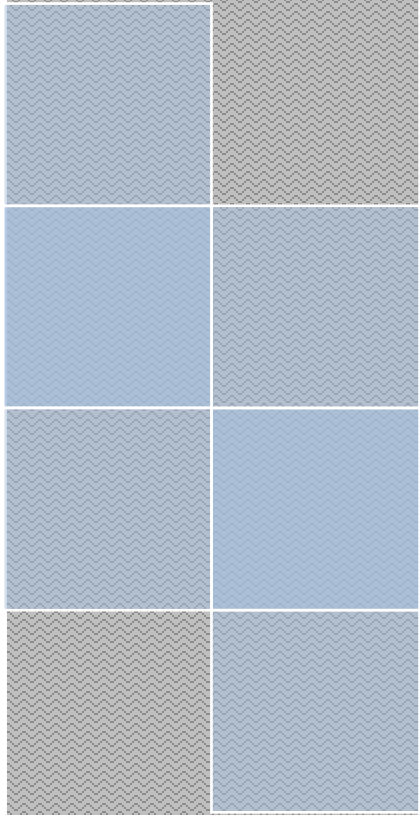
**BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:**

**WHEREAS**, that a NHDES Watershed Assistance Grant in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) to the City of Rochester Department of Public Works (DPW) is hereby accepted by the City of Rochester.

**FURTHER**, that the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) be, and hereby is, appropriated as a supplemental appropriation to the DPW Capital Improvements Plan account. Further, that the source of the sums necessary to fund such appropriation shall be drawn, in their entirety, from the aforesaid grant.

**FURTHER**, to the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

CC FY16 02-02 AB 99



This page has  
been  
intentionally left  
blank.





1/28/16

**City of Rochester Formal Council Meeting****AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.****AGENDA SUBJECT**

Allocation of NHDES Section 319 Watershed Grant Funds - Franklin St./Western Ave. Infrastructure Improvements Project

COUNCIL ACTION ITEM ☒  
INFORMATION ONLY ☐FUNDING REQUIRED? YES ☒ NO ☐  
\* IF YES ATTACH A FUNDING RESOLUTION FORMRESOLUTION REQUIRED? YES ☐ NO ☒FUNDING RESOLUTION FORM? YES ☒ NO ☐

AGENDA DATE	February 2, 2016		
DEPT. HEAD SIGNATURE	John B. Storer, PE - Director DPW (signature on file at the City Clerk's Office)		
DATE SUBMITTED	January 25, 2016		
ATTACHMENTS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	16

**COMMITTEE SIGN-OFF**

COMMITTEE	
CHAIR PERSON	

**DEPARTMENT APPROVALS**

DEPUTY CITY MANAGER	Signature on file
CITY MANAGER	Signature on file

**FINANCE & BUDGET INFORMATION**

FINANCE OFFICE APPROVAL	Signature on file
SOURCE OF FUNDS	NH Dept. of Environmental Services, Section 319 Watershed Grant
ACCOUNT NUMBER	TBD
AMOUNT	\$120,000.00
APPROPRIATION REQUIRED	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

**LEGAL AUTHORITY**

City Charter, Section 4: Except as herein provided otherwise, the City Council shall have all powers conferred by law upon City Councils, Boards of Mayor and Aldermen, and the Selectmen of Towns so far as applicable to cities.



**SUMMARY STATEMENT**

At the July 1, 2014 Regular City Council Meeting, the City Council authorized staff to apply to the NH Department of Environmental Services for a Federal EPA (Section 319) Watershed Assistance Grant. The grant would fund a portion of a street reconstruction project (including infrastructure improvements along Franklin Street and Western Avenue) to address stormwater management through the use of low impact designs for the drainage portion of the construction. The City was awarded this \$120,000 grant, as further described in the attached documentation. The required \$80,040 matching funds will be satisfied with previously planned construction expenditures from the previously appropriated funds for the Franklin St./Western Ave. Infrastructure Improvements project.

**RECOMMENDED ACTION**

Resolution for a supplemental appropriation in the amount of \$120,000.

## AGENDA BILL - FUNDING RESOLUTION

## EXHIBIT

Project Name: Allocation of NHDES Section 319 Watershed Grant Funds - Franklin St./Western Ave. Infrastructure Improvements Project

Date: February 2, 2016

Fiscal Year: FY16

Fund (select):

GF  Water  Sewer  Arena   
 CIP ☒ Water CIP  Sewer CIP  Arena CIP   
 Special Revenue

Fund Type: Lapsing  Non-Lapsing ☒

## Deauthorization

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

## Appropriation

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1	15013010	771000	XXXXX	\$120,000	-	-
2				-	-	-
3				-	-	-
4				-	-	-

## Revenue

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

DUNS # 073960874

CFDA # 66.605

Grant # State #'s 98132413,98132415,98132416

Grant Period: From 5/6/2015  
To 12/31/2016

If de-authorizing Grant Funding appropriations: (select one)

Reimbursement Request will be reduced Funds will be returned



The State of New Hampshire  
**Department of Environmental Services**

Thomas S. Burack, Commissioner

*J. J. Maroney*  
1/28/16

March 30, 2015

Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council  
State House  
Concord, NH 03301

**APPROVED G & C**  
**DATE** 5/6/15  
**ITEM #** 53

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the City of Rochester NH, (VC # 177467) in the amount of \$120,000 to complete the *Stormwater Management Assessment Opportunities for the Willow Brook Watershed Plan Implementation Phase 3: Franklin Street/Western Avenue/ Adams Avenue BMPs*, effective upon Governor and Council approval through December 31, 2016. 100% Federal Funds.

Funding is available in the accounts as follows:

03-44-44-442010-2035-072-500574  
Dept. Environmental Services, NPS Restoration Program, Grants-Federal

FY 2015  
\$120,000

EXPLANATION

The Department of Environmental Services (DES) issued a Request For Proposals (RFP) for the 2015 Watershed Assistance Grants program. Twenty proposals were received. The proposals were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality and thoroughness of the proposal. Based on results of the selection process and available federal grant funding levels, the fourteen highest ranked projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

The Watershed Assistance Grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation water runs over land or through the ground, transporting materials which are then deposited into rivers, lakes, and coastal waters, or introduced into the groundwater. Pollutants can include chemicals, sediments, nutrients, and toxics. These materials can have harmful effects on drinking water supplies, recreation, fisheries, and wildlife. Land development or changes in land use can also cause NPS pollution by disrupting the natural hydrology of a water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance programs address NPS pollution by promoting good land use practices on a watershed scale.

Urban stormwater runoff has resulted in impaired water quality in the Willow Brook watershed and its receiving water, the Cocheco River. The water quality problems include low dissolved oxygen levels, elevated bacteria concentrations, and increased pollutant loadings. This project represents the third phase of improvements to be completed for the Willow Brook watershed-based plan. The watershed plan is

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964



1/28/16

designed to improve water quality by reducing impervious cover in the watershed to less than 10 percent thereby significantly reducing the amount of untreated stormwater entering the rivers. This is being accomplished by constructing Best Management Practices (BMPs) to infiltrate and treat stormwater. Through this project, the City of Rochester will disconnect impervious cover and construct stormwater treatment systems in the Franklin Street, Western Avenue, and Adams Avenue area of the Willow Brook watershed. The BMPs will reduce suspended solids, nitrogen, and phosphorus pollutant loading to Willow Brook and the Cocheco River. The long-term water quality benefits of constructing these improvements will be verified through monitoring completed under the DES Volunteer River Assessment Program.

The total project costs are budgeted at \$200,040. DES will provide \$120,000 (60%) of the project costs through a federal grant and the City of Rochester will provide the remaining costs through cash and in-kind services. A budget breakdown is provided in Attachment A. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

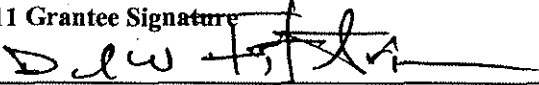
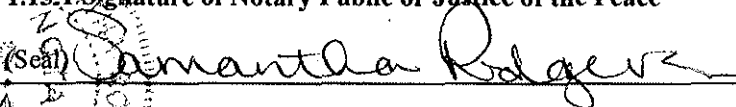

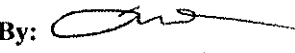
## GRANT AGREEMENT

Subject: Management Assessment and Opportunities for the Willow Brook Watershed Plan Implementation Phase 3: Franklin Street/Western Avenue/ Adams Avenue BMPs.

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3 Grantee Name</b> City of Rochester		<b>1.4 Grantee Address</b> 31 Wakefield Street Rochester, NH 03867	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> December 31, 2016	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$120,000
<b>1.9 Grant Officer for State Agency</b> Eric Williams, Watershed Assistance Section Supervisor		<b>1.10 State Agency Telephone Number</b> 603-271-2358	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Daniel W. Fitzpatrick, City Manager	
<b>1.13 Acknowledgment: State of New Hampshire, County of <u>Strafford</u></b> On <u>3/17/2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> SAMANTHA RODGERSON Notary Public - New Hampshire My Commission Expires September 18, 2018			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Thomas S. Burack, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: <u>4/17/2015</u>			
<b>1.17 Approval by the Governor and Council</b> 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-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

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

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

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

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

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

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

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

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

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

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

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

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

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

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

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such 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 or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

11. **EVENT OF DEFAULT; REMEDIES.**

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement

DWT

MAR 17 2015

and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and 11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

## **12. TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. 12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

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

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

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of 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 interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

## **17. INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, 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 worker'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 \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 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 has been received by the State.

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

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

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

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

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

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



## Exhibit A Scope of Services

The City of Rochester shall perform the following tasks as described in the detailed proposal titled *Management Assessment and Opportunities for the Willow Brook Watershed Plan Implementation Phase 3: Franklin Street/Western Avenue/ Adams Avenue BMPs Project*, submitted by the City of Rochester, dated November 14, 2014:

**Objective 1:** Construct a Gravel Wetland treating stormwater from up to three impervious acres in the Willow Brook area.

Measures of Success: Pollutant load reduction numbers are estimated for the installed management practice. The pollutant load reduction goal is 1,900 lb./yr. TSS, 13.7 lb./yr. TP, 140 lb./yr. TN.

**Deliverable 1:** Documentation of pre- and post-construction, Operations and Maintenance (O&M) Plan and Pollutants Controlled Reports (PCR) reports.

Task 1a: Construct BMPs - Construct gravel wetland BMPs at the intersection of First Street and Western Avenue, including materials and labor.

Task 1b: Construct Flow Control Structures to control stormwater flow, including materials and labor.

Task 2: Document BMPs and PCR Reports - Provide design drawings, construction photographs of pre- and post-condition, and record drawings. Submit PCR reports to DES.

Task 3: Develop O&M Plan Summary for continued monitoring, operation and maintenance. Identify staffing and funding requirements. Provide O&M plan to DES.

Task 4: Develop Site Specific Project Plan (SSPP) following template provided by DES. SSPP approval must precede modeling or other data collection or manipulation.

**Objective 2:** Construct bioretention systems / raingardens to treat stormwater from up to 1.5 impervious acres in the Willow Brook Watershed.

Measures of Success: Pollutant load reduction numbers are estimated for the installed management practice. The pollutant load reduction goal is 950 lb./yr. TSS, 6.9 lb./yr. TP, 70.3 lb./yr. TN.

**Deliverable 2:** Documentation of pre- and post-construction, O&M Plan, PCR report

Task 7: Construct BMPs - Construct five roadside raingardens in the Franklin Street, Western Avenue, and Adams Avenue area, including materials and labor.

Task 8: Document BMPs and PCR Reports - Provide design drawings, construction photographs of pre and post condition, and record drawings. Submit PCR reports to DES.

Task 9: Develop O&M Plan Summary for continued monitoring, operation and maintenance. Identify staffing and funding requirements. Provide O&M plan to DES.

**Objective 3:** Install grass treatment swales to treat stormwater from one acre in the Willow Brook Watershed.

Measures of Success: Pollutant load reductions are estimated for swales.

**Deliverable 3:** Documentation of pre- and post-construction, O&M Plan, PCR report.

Task 10: Construct BMPs - Construct up to 2,500 linear feet of grassed swales, including materials and labor.

Task 11: Document BMPs and PCR Reports - Provide design drawings, construction photographs of pre- and post-condition, and record drawings. Submit PCR report to DES.

Task 12: Develop O&M Plan Summary for continued monitoring, operation and maintenance. Identify staffing and funding requirements. Provide O&M plan to DES.

**Objective 4:** Conduct a public outreach and education program.

Measures of Success: Public and officials attend outreach event and learn about project success.

**Deliverable 4:** Event agenda and attendance list

Task 13: Open house / ribbon cutting / tour of BMP site locations - Hold public event to highlight project benefits and improvements to the Willow Brook Watershed.

Task 14: City website content and local newspaper article - Prepare a project write-up and develop photographs suitable for publication. Submit materials to DES for review and approval prior to publication, and include EPA funding credit language and DES logo.

**Objective 5:** Project administration, semi-annual reporting, and final report.

Measures of Success: Reports are submitted on time and according to grant guidelines.

Task 15: Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

- Work completed April 1 – September 30, report is due by October 31
- Work completed October 1 – March 30, report is due by April 30

The semi-annual reports must include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period.

Task 16: Submit a comprehensive final report in both electronic and hard-copy to DES on or before the project completion date. The final report shall include documentation of load reduction estimates, photo-documentation of installed system components, O & M plans and comply with the DES and EPA requirements found in the final report guidance document on the DES Watershed Assistance Section webpage.

### Additional Requirements of the Agreement

#### Quality Assurance

All project activities which are to be guided by a Quality Assurance document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must **not** begin prior to DES/EPA approval of that QA document. In the event that sampling, modeling, or other such activities precede QA document approval, the data will not be considered valid, and the grantee will forfeit the ability to receive payment for those activities.

#### Outreach Materials

All materials produced for public distribution shall be reviewed and approved by DES prior to distribution and shall include the DES logo and the following citation: "Funding for this project was provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency".

#### Operations and Maintenance

DWF

Management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds or matching funds under a Section 319 Watershed Grant, shall be properly operated and maintained for the intended purposes during the life span of the project. The life span of a project shall be determined by the Grantee, tailored to the types of practices expected to be funded in this project, and agreed upon by DES. The Grantee shall provide DES with an engineering estimate of the design life of the best management practice(s) (BMPs), or in the case of small-scale BMPs which do not have a design life estimation completed by an engineer, the design life of that practice shall be estimated to be ten years.

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall assure that any sub-award of Section 319 funds similarly include the same condition in the sub-award. Additionally, both EPA and DES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, DES may request a refund for that practice supported by the grant.

OWF



**Exhibit B**  
**Contract Price and Method of Payment**

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. In the event that the grantee has not completed a timely submittal of reports as specified in Exhibit A, all payments will be suspended until those reports are submitted, and approved by DES. Documentation of match costs (including the value of volunteer labor) shall be provided with each payment request. The final invoice shall include total match cost documentation of \$80,040. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Upon completion and DES approval of Tasks 1 through 3	\$46,514
Upon completion and DES approval of Task 4	\$1,000
Upon completion and DES approval of Tasks 7 through 9	\$35,993
Upon completion and DES approval of Tasks 10 through 12	\$30,493
Upon completion and DES approval of Tasks 13 and 14	\$1,000
Upon completion and DES approval of Tasks 15 and 16	<u>\$5,000</u>
<b>Total</b>	<b>\$120,000</b>

Funding is provided through a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency.

DWR

### Exhibit C Special Provisions

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Performance Partnership Grant under CFDA # 66.605. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) **Nondiscrimination.** The Grantee shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving EPA assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

II) **Financial management.** The Grantee shall comply with 40 CFR 31.20 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 40 CFR part 31.22; and OMB Circular A-87.

IV) **Matching funds.** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 40 CFR 31.24 and OMB Circular A-87.

V) **Property Management.** The Grantee shall comply with the property management and procedures detailed in 40 CFR 31.32 and 40 CFR 31.33.

VI) **Debarment and Suspension.** The grantee shall comply with 40 CFR part 31.35. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 40 CFR 31.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

- i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
- ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

**VIII) Participation by Disadvantaged Business Enterprises.** The Grantee shall comply with the terms of 40 CFR Part 33 Subpart C, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

**IX) New Restrictions on Lobbying: Interim Final Rule.** The Grantee shall comply with the terms of 40 CFR part 34 and OMB Circular A-87 which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.

**X) Drug-Free Workplace.** The Grantee shall comply with the terms of 40 CFR Part 36 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

**XI) Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**XII) Federal Funding Accountability and Transparency Act (FFATA).** The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 073960874.

# **CERTIFICATE OF AUTHORITY**

I, Kelly Walters, City Clerk for the City of Rochester, New Hampshire do hereby certify that:

- (1) The City Council voted to accept funds and enter into a contract with the New Hampshire Department of Environmental Services;
- (2) The City Council further authorized the City Manager to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:

Daniel W. Fitzpatrick  
City Manager

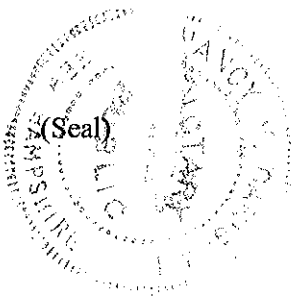
IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Rochester, New Hampshire this 17<sup>th</sup> day of March 2015.

Kelly Walters  
Kelly Walters, City Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

On this the 17 day of March, 2015, before me Nancy Carignan, the undersigned officer, personally appeared Kelly Walters, City Clerk, who acknowledged herself to be the City Clerk for the City of Rochester, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Nancy M. Carignan  
Justice of the Peace/Notary Public  
Commission Expiration Date: \_\_\_\_\_

NANCY M. CARIGNAN  
Notary Public - New Hampshire  
My Commission Expires May 9, 2017

## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Coverage Agreement(s) (also known as the Member Agreement(s)) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend, or alter the coverage afforded by the Member Agreement(s) except to the extent provided in the Additional Covered Party box or Loss Payee box below, if checked.

THIS IS TO CERTIFY THAT THE ENTITY NAMED BELOW HAS BEEN ISSUED THE MEMBER AGREEMENT(S) FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS, AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Member:</b> City of Rochester <b>Member Number:</b> 017-070199 - 15		<b>Company Affording Coverage (the "Company"):</b>  Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2014	6/30/2015	Each Occurrence \$ 5,000,000 General Aggregate \$ Personal & Adv Injury \$ Med Exp (any one person) \$ Products -Comp/Op Agg \$ Fire Damage (each fire) \$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2014	6/30/2015	Each Occurrence \$ 5,000,000 Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage (per accident) \$
<input type="checkbox"/> Excess Liability			Each Occurrence \$ N/A Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2014	6/30/2015	\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)			Coverage A: Statutory Cov. B: Each Accident \$ 2,000,000 Disease - Each Employee \$ 2,000,000 Disease - Policy Limit \$ 2,000,000
<b>Description:</b> Proof of Coverage for the Watershed Assistance & Restoration Grant.			

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the Member, and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees, or agents. Available limits of coverage are shared between the Member and the Additional Covered Party.*</i>	
<i>*Terms in quotes are defined in the Member Agreement.</i>	
<b>Certificate Holder:</b>  NHDES Jeffrey Marcoux, Watershed Asst. Specialist NH Dept. of Environmental Service 20 Hazen Drive, PO Box 95 Concord NH 03302-0095	<b>Company</b>  By: <u>Wendy W. Parker</u> Authorized Representative  Date Issued: <u>3/16/2015</u>
	Please direct inquiries to:  Debra A. Lewis 603.230.3332



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> City of Rochester 31 Wakefield Street Rochester, NH 03867		<b>Member Number:</b> 280		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
NH Public Risk Management Exchange - Primex <sup>3</sup>					
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made           <input type="checkbox"/> Occurrence         </div>				Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ \$ \$ \$
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Any auto</div>				Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> Statutory	Each Accident Disease – Each Employee Disease – Policy Limit	\$2,000,000 \$2,000,000 \$
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>				Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>  <b>By:</b> <i>Tammy Denver</i>  <b>Date:</b> 3/17/2015    tdenver@nhprimex.org  Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095			



**Attachment A  
Budget Estimate**

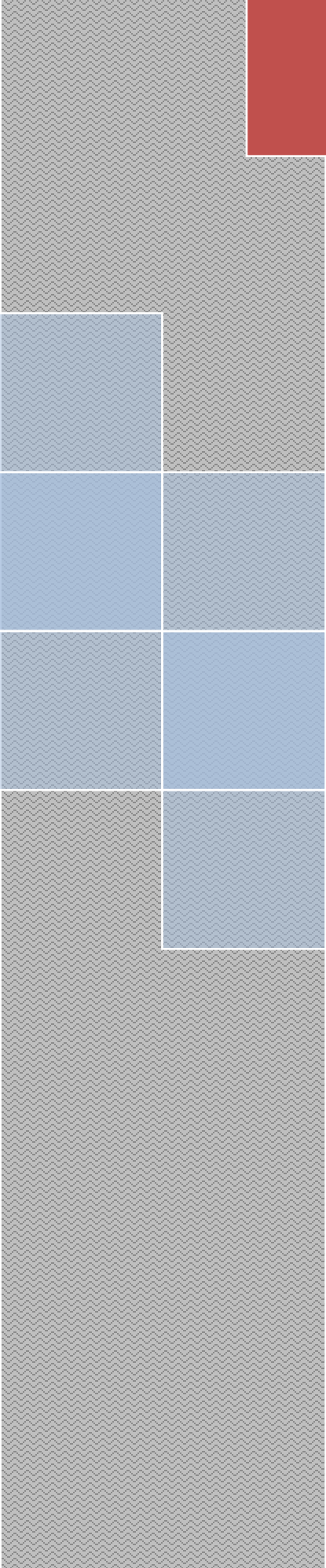
<b>Budget Item</b>	<b>s319 Grant Funding</b>	<b>Non-Federal Matching Funds</b>
Salaries & Wages	\$0.00	\$0.00
Travel and Training	\$0.00	\$0.00
Contractual	\$0.00	\$0.00
Equipment	\$0.00	\$0.00
Construction	\$120,000.00	\$80,040.00
<b>Total Project Cost</b>	<b>\$120,000.00</b>	<b>\$80,040.00</b>

## Attachment B: 2015 Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Average Score	Rank
Town of Exeter	Exeter River Restoration Implementation of the Great Dam Removal Project	130	123	116	134	134	131	128.00	1
Town of Rye	Implementation of Parsons Creek Watershed Restoration Plan – Phase 2	127	130	119	129	120	88	118.83	2
Town of Wolfeboro	Rust Pond Watershed Restoration Plan Implementation Phase 2: Sites 1, 3, and 4 Stormwater BMPs	123	126	99	109	128	121	117.67	3
City of Laconia	Meredith Paugus and Saunders Bay Implementation Project - Phase 1: Wiers Beach	114	123	106	117	125	120	117.50	4
Baboosic Lake Association	Baboosic Lake Watershed Management Plan Implementation Phase 3: Stormwater Improvements at Site #14, Carter Road	121	126	108	117	96	123	115.17	5
UNH	Great Bay Nitrogen NPS Study Implementation Phase 1 Sagamore-Hampton Golf Club BMPs	113	125	110	123	85	110	111.00	6
UNH Stormwater Center	Great Bay Estuary Municipal Bioretention Education, Resource Development and Implementation Phase II	115	108	106	117	133	85	110.67	7
Green Mountain Conservation Group	Ossipee Lake Watershed Management Plan Phase 2: A Watershed Plan for the Ossipee Lake Shoreline and Lovell River Watersheds	112	113	116	103	105	100	108.17	8
Action Wakefield Watersheds Alliance	Province Lake Watershed Management Plan Implementation Phase 1: Addressing High Priority Actions and Building Local Capacity	119	122	119	121	115	107	117.17	9
Cobbetts Pond Improvement Association	Cobbetts Pond Restoration Plan Implementation III - Summer Street Area	102	123	118	112	117	117	114.83	10
New Hampshire Rivers Council	McQuesten Brook Geomorphic and Watershed Restoration Plan Phase 4 Stream Crossing Removal and Replacement and Construction	111	112	112	121	n/a	117	114.60	11
City of Rochester	Stormwater Management and Assessment Opportunities for the Willow Brook Watershed Implementation - Stormwater Improvements for the Western/Adams Neighborhood	96	112	91	112	118	94	103.83	12
Southwest Regional Planning Commission	Lake Warren Watershed Management Plan Development and Implementation Phase 1	88	100	98	90	64	101	90.17	13
Messer Pond Protective Association	Messer Pond Watershed-based Implementation Plan	66	84	91	72	77	69	76.50	14
Town of Northumberland	Northumberland Cemetery Connecticut River Bank Stabilization	77	84	87	63	63	75	74.83	Not selected
Town of Hampton	Nilus Brook and Meadow Pond Restoration Project Phase II - Final Design and Permitting	87	67	80	46	82	54	69.33	Not selected
Enfield Conservation Commission	Crystal Lake Watershed Management Plan Development	24	38	30	51	19	52	35.67	Not selected
Laconia Conservation Commission	Black Brook Water Quality Improvements at Paugus Bay	35	35	48	32	10	38	33.00	Not selected
Geosyntec Consultants Et al	Watershed Integration for the Squamscott-Exeter (WISE) implementation Phase I: Design, Feasibility and Outreach in the Watershed	112	107	114	109	121	101	110.67	Ineligible for funding under s319
UNH Stormwater Center	Great Bay Waterbody/Watershed Nitrogen NPS Study Implementation Phase 2 UNH BMPs to Reduce Nitrogen	121	112	104	113	131	103	114.00	Withdrawn by applicant

## Review Team Members

Name	Qualifications
Steve Landry	16 years experience, Merrimack Watershed Coordinator, aquatic biologist, project management, Merrimack watershed expertise
Jeff Marcoux	11 years experience, Watershed Assistance Specialist, grant and contract expertise
Barbara McMillan	12 years Watershed Assistance Outreach Coordinator, outreach and education expertise
Sally Soule	13 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	20+ years experience, Watershed Coordinator, budgeting, planning expertise
Eric Williams	23 years experience, Watershed Assistance Section Supervisor, environmental planner, general project management expertise, WAS section and 319 program supervisor.



This page has  
been  
intentionally left  
blank.

