

**CITY OF ROCHESTER**  
**NOTICE of PUBLIC MEETING:**

*FINANCE COMMITTEE*

**Meeting Information**

---

**Date:** April 13, 2021

**Time:** 6:30 P.M.

**Location:** This meeting will be conducted at Council Chambers & remotely via Microsoft Teams, with in-person public input option at Council Chambers, 31 Wakefield Street.

The Public may access the meeting by calling in to: 857-444-0744 Conference code: 843095

The meeting will also be broadcast on Atlantic Broadband Channel 26, Comcast Channel 22 and on our website: [www.RochesterNH.net](http://www.RochesterNH.net)

**Providing public access to the meeting by telephone:** The public can call-in to the above number using the conference code. This meeting will be set to allow the public to “listen-in” only, and there will be no public comment taken via conference line during the meeting. If any member of the public has difficulty accessing the meeting by phone, please call 603-335-7505.

To submit public input prior to the meeting, please leave a voicemail at 603-509-1908 by noon on the day of the meeting. Or email [Mark.Sullivan@RochesterNH.net](mailto:Mark.Sullivan@RochesterNH.net) by 5pm on the day of the meeting.

**City of Rochester, NH**  
**Preamble for the April 13, 2021 Finance Committee Meeting**

Good Evening, as Chairperson of the Finance Committee, I am declaring that an emergency exists and I am invoking the provisions of RSA 91-A:2, III (b). I also find that this meeting is imperative to the continued operation of City government and services, which are vital to public safety and confidence during this emergency. As such, this meeting may be conducted without a quorum of this body physically present in the same location.

**a) Public Input:** Due to the ongoing situation with COVID-19, the City of Rochester will be taking extra steps to allow for public input, while still ensuring participant safety and social distancing. In lieu of attending the meeting, those wishing to share comments are encouraged to do so by the following methods:

- **Email:** [Mark.Sullivan@RochesterNH.net](mailto:Mark.Sullivan@RochesterNH.net) by 5pm on the day of the meeting
- **Voicemail:** 603-509-1908 by noon on the day of the meeting

In addition to the above listed public access information, the Finance Committee will be allowing the public to enter Council Chambers and speak in person during the Public Input portion of this meeting. In an effort to adhere to CDC guidelines: please enter only at the front Wakefield Street entrance and exit on the side closest to the Police Department, and adhere to 6-foot social distancing while inside. Hand sanitizer and face masks will be available at the Wakefield Street entrance. Participants will be admitted to Council Chambers one at a time to speak, and will exit directly thereafter. Please note; the seating in Council Chambers will not be available for the public during the meeting.

At this time, I also welcome members of the public accessing this meeting remotely. The public can call-in to phone number: 857-444-0744 using conference code: 843095. This meeting will be set to allow the public to “listen-in” only, and there will be no public comment taken via conference line during the meeting. If any member of the public has difficulty accessing the meeting by phone, please call 603-335-7505.

**b) Roll Call:** Please note that all votes that are taken during this meeting shall be done by Roll Call vote.

Let's start the meeting by taking a Roll Call attendance. When each member states their name and ward, also please state whether there is anyone in the room with you during this meeting, which is required under the Right-to-Know law.

## **Agenda**

---

- 1. Call to Order**
- 2. Acceptance of Minutes Pg.1**
- 3. Public Input**
- 4. Unfinished Business-None**
- 5. New Business-**
  - 5.1.1 Assessing Vision 8 Software Conversion Update Pg. 8**
  - 5.1.2 Fire Department Utility Terrain Vehicle (UTV) Purchase Request. Pg.10**
  - 5.1.3 Granite Ridge Development District-Phase II Developers Agreement. Pg.11**
  - 5.1.4 Non-Union: Salary Study by Municipal Resources Inc. (MRI), Classification & Compensation Plan. Pg. 52**

### **Reports from Finance & Administration**

- 5.2 Monthly Financial Report Summaries March 31, 2021, Pg. 81**
  - 5.2.1 (a) March 31, 2021 Revenues-Pg.83**
  - 5.2.1 (b) March 31, 2021 Expenses-Pg.85**

- 6. Other**
- 7. Adjournment**

DRAFT

Finance Committee  
Meeting Minutes

Meeting Information

Date: February 9, 2021

Time: 6:30 P.M.

Location: Remote via Microsoft Teams

**Committee members present:** Mayor McCarley, Deputy Mayor Lauterborn, Councilor Walker, Councilor Gray, Councilor Bogan, Councilor Lachance, and Councilor Hamann.

**City staff present:** City Manager Blaine Cox, Deputy City Manager Katie Ambrose, Deputy Finance Director Mark Sullivan. Mike Scala, Director of Economic Development

Agenda & Minutes

**1. Call to Order**

Mayor McCarley called the Finance Committee meeting to order at 6:30 PM and read the following preamble:

Good Evening, as Chairperson of the Finance Committee, I am declaring that an emergency exists and I am invoking the provisions of RSA 91-A:2, III (b). I also find that this meeting is imperative to the continued operation of City government and services, which are vital to public safety and confidence during this emergency. As such, this meeting will be conducted without a quorum of this body physically present in the same location.

At this time, I also welcome members of the public accessing this meeting remotely. The public can call-in to phone number: 857-444-0744 using conference code: 843095.

This meeting will be set to allow the public to “listen-in” only, and there will be no public comment taken via conference line during the meeting.

Please note that all votes that are taken during this meeting shall be done by Roll Call vote.

Let’s start the meeting by taking a Roll Call attendance. When each member states their name and ward, also please state whether there is anyone in the room with you during this meeting, which is required under the Right-to-Know law.

Deputy City Clerk Cassie Givara took the roll call attendance. All Committee members were present and indicated that they were alone in the location from which they were connecting.

## **2. Public Input**

There was no one present at City Hall to speak, nor was any written or email correspondence received for the meeting.

## **3. Unfinished Business**

No discussion.

## **4. New Business**

### **4.1 Sig Sauer PILOT and Financial Contribution-Summary**

Mike Scala, Director of Economic Development, gave a brief summary of the history of this agreement between Sig Sauer and the City of Rochester.

Director Scala said Sig Sauer had approached the City with interest in 7 Amarosa Drive. At the time they had indicated that Rochester was competing with their location in Jacksonville, AR. BFA handled the funding aspect; the plan was to fund the project by the land and the building. In this case, it would be state-owned, tax exempt, and would require the City to develop a PILOT (Payment in lieu of taxes). Director Scala gave an overview of the review and approval process and the final steps with Sig Sauer.

Director Scala said that Sig was guaranteeing 300 jobs, which may increase to 500. The average wage for these jobs will be in the \$30/hr range which calculates to \$18 million in gross wages coming into the City, a portion of which will feed into the local economy. This project coincides with new housing development in progress downtown. He also stated that he foresees this as a catalyst for development of the Milton Road corridor as well as infrastructure improvements. The partnership between Great Bay Community College and the CTE with Sig Sauer are already underway as well.

Councilor Lachance inquired if this project would be perpetually State-owned or if, when the BFA financing is paid off, if this will become taxable property. Director Scala stated that the note is for 10 years and the requirement is that the loan must be paid off in 10 years. He stated that Sig Sauer has expressed interest in paying this off prior to the 10 year term. Councilor Lachance referenced a memo which says that Sig Sauer commits to paying up to \$270,000 for the remaining land after completion of the intersection improvements. Councilor Lachance asked if the Memorandum of Understanding expressly states that Sig Sauer will pay "market value" up to \$270,000. Director Scala said it was capped up to this amount, but he was not certain of the exact verbiage. He stated that he was not certain how much land the City will use, but Sig Sauer will reimburse for the portion which is not used or the entire amount if none of it is utilized.

Deputy Finance Director Sullivan said when the PILOT was first reviewed, the original baseline was established at what the property is currently generating from property taxes, which

is approximately \$150,000 per year. This changed because it became evident that the intersection project was going to have to be addressed due to the impact Sig Sauer locating to the area would cause. The discussion turned to whether or not to approach Sig Sauer for a contribution to this intersection; with a State-owned building, the planning board wouldn't have an opportunity to impose an exaction for the intersection improvements. They determined it would be best to get a contribution up front without any impact of fund balance. Deputy Director Sullivan stated that the City had to consider the competition from the Arkansas location as well as Exeter, NH. He summarized the agreement between the City and Sig Sauer and how the amount was formulated and what Sig Sauer would be paying. He stated that there is a small shift in the general fund of approximately 4 cents per year for the first 5 years, but the CIP fund gains. He explained how the PILOT program would work and change over the 10 year term to the benefit of the City.

#### **4.2 Granite Ridge Development District – Tax Increment Development Program and Financing Plan Review/Update**

- **Economic Development summary memo.**
- **REDC & Main Street Letters of Support.**
- **Adopted Granite Ridge Development Program & Financing Plan**

Mike Scala, Director of Economic Development, reported that this is an amendment proposal for a recommendation to full Council. Director Scala said that there has been discussion for quite some time in regards to allowance of residential development in the Granite Ridge TIF district. He stated that in order to allow this type of development, the TIF would need to be amended and then there would need to be an amendment to the zoning ordinance to allow residential development in this area, which is not currently allowed.

Director Scala stated that the market for office space, which is allowable in the TIF, has been steadily declining. One quarter of Americans are working from home, which is projected to continue even after COVID, and businesses are downsizing offices and allowing for hybrid work. Director Scala spoke about the large amount of office space available within the City and stated that the Planning Board has been receiving an increase in variance requests to use office space for other uses.

Director Scala emphasized the need for residential development within the City and referenced the extremely low vacancy rates which currently exist in Rochester. He speculated that residential development in this area would solidify the TIF and would help the Granite Ridge businesses. He stated that he had submitted letters of support from both REDC, Rochester Main Street, and the Granite Ridge Advisory Board, and he speculated that the TIF would fill up far sooner with residential development versus waiting for commercial. He indicated he had a draft amendment, but wanted to get a sense of committee prior to submitting. Deputy Director Sullivan gave an overview of the TIF, the money contained within currently, and how funding from the TIF would work.

DRAFT

Councilor Gray referenced Impact Fees and stated that they are assessed per square foot, driving up the price in developments; therefore if the intent was to build affordable housing, the impact fees might make this cost prohibitive. Director Scala stated that the projected plans he has seen for this area are for market rate or above market rate housing as opposed to “affordable” housing.

Councilor Gray stated that when the Planning Board had heard a proposal a couple years prior to allow residential development at the Granite Ridge, they had discouraged the idea at the time. Councilor Walker agreed that there had been safety concerns with the increase of traffic entering and exiting onto Route 11. The Planning Board had suggested that if the developer could come up with a solution to having the exit onto Route 11, they may entertain the idea of residential development on the Ridge. Director Scala said that the safety concerns have been presented to the developer and the developer is coming up with ways to mitigate the issue to address these safety concerns. Director Scala stated that the report issued by consultant Bruce Mayberry the year prior had indicated that office and commercial development in this area would have more of an impact on traffic than residential development.

Councilor Lachance directed the committee to a chart in the supplied packet and questioned the figures and data included on said chart in regards to economic growth potential. Director Scala indicated that the chart was derived in 2014 and he was uncertain how they had arrived at these numbers; the table included is currently outdated and staff is in discussions to update the data.

There was a discussion on the timeline of this request. Director Scala indicated that he would like to have this amendment approved within the next few months, but wanted to give staff and residents adequate time to review and address concerns and ensure the process is done correctly. Director Scala stated that he did have a draft amendment which could be presented to the committee.

Councilor Gray said that his recollection was that any planning issues or change of use would go to the Planning Board prior to coming to the Finance Committee or Council. Mayor McCarley briefly discussed the history of this request over the past several years and what the proper channels would be to propose the amendment.

Deputy Finance Director Mark Sullivan clarified that the item in front of the committee is the Granite Ridge development district tax incremental development program and financing plan. He stated that this needs to happen first because residential housing is not an eligible development activity within the plan, which would make it ineligible to receive TIF funding for infrastructure needs which may occur. Because of this, the plan should be updated prior to any other activity, and this action is within the purview of the Council as opposed to Planning. The zoning change can be brought to the Planning Board, but this particular document should be reviewed by Council prior.

Deputy Finance Director Sullivan suggested that if the projects at the Ridge are slowed down, they could be funded by cash as opposed to bond. If timed correctly, there would be no need for further bonds, the Council would be able to consider closing the TIF after 2026 and returning the assessed value to the General Fund. Councilor Gray inquired if in 2026, even if the Council is not ready to close the TIF, if some of the moneys generated could be returned to the General Fund. Deputy Finance Director Sullivan said that upon review with legal counsel, it was determined that as long as the TIF is encumbered by long term debt, no funds can be taken out and sent to the General Fund. Callable bonds were discussed.

Councilor Walker advised against including housing in the TIF which would presumably extend the debt beyond the original projection of 2026. Deputy Finance Director Sullivan said that the intention was that any housing development would be funded with TIF cash flows as opposed to bonding.

Mayor McCarley asserted that just because a decision could be made to allow residential development does not mean it will definitely happen. She suggested that although there has been a back and forth on how this process will work and which board or committee it will originate from, she suggested that City Council make a recommendation which can then be heard by the Planning Board.

Councilor Hamann suggested that a lack of housing could stifle economic development if there is a lack of housing for employees for new industries. Councilor Walker stated that there can be issues when large housing developments are constructed this far out from the City center; such as distance from City water and sewer and transportation to and from schools. He suggested other options closer to the City center which would present fewer problems for infrastructure and city services such as police and fire.

Mayor McCarley recommended not taking action at this time and instead reviewing further until a future meeting.

#### **4.3 PAB Recommendation-Human Resource Manager**

Deputy City Manager Ambrose stated that the City is preparing for recruitment for the Human Resource Manager position, and as part of the process the job description and classification have been reviewed. The City has been working with MRI on a salary market review of the non-union positions, and in utilizing that data determined that this position was in need of a grade adjustment. It was found that this position was running 11% under what the same position was making in comparable communities.

Deputy City Manager Ambrose said that the Personnel Advisory Board had recommended an increase in pay grade from level 14 to 15 based on this information. Councilor Lauterborn asked for some clarification on the numbers included in the market data report included in the packet. Deputy City Manager Ambrose explained the chart and the information contained therein. It was clarified that although the compensation is listed as hourly rate, this position is a salaried position.

Councilor Lauterborn stated that some of the communities included in the data were of a different size and different economic market than Rochester. Deputy City Manager Ambrose stated that the MRI study would come to Council in the near future and the methodology for making the determination would be discussed at that time.

Mayor McCarley **MOVED** to recommend to full Council the increase in pay grade of the Human Resource Manager position from a level 14 to a level 15. Councilor Lachance seconded the motion. The **MOTION CARRIED** by a 5 – 2 roll call vote with Councilors Bogan, Gray, Hamann, Lachance, and Mayor McCarley voting in favor and Councilors Lauterborn and Walker voting in opposition.

#### **4.4 Building Permits FY21 Summary**

Deputy City Manager stated that this agenda item was a response to a question raised at the previous finance committee meeting requesting a breakdown of residential versus commercial permits pulled and the revenue generated.

Councilor Lachance stated that he had presumed the residential permits far outpaced commercial and industrial; yet he was interested to find that likely over half of these residential permits were not for new development but rather for additions, remodels or renovations. He stated that he hopes to do further review to determine how much of the new residential development is single-family versus multifamily.

### **5. Reports from Finance & Administration**

#### **5.1 Monthly Financial Report Summaries January 31, 2021**

##### **5.1 (a) January 31, 2021 Revenues**

##### **5.1 (b) January 31, 2021 Expenses**

There was no discussion regarding the financial reports.

### **6. Other**

Councilor Lachance referenced statements made by a resident during the public input portion of the previous Finance Committee meeting. Councilor Lachance stated there is often a perception that the public asks questions but does not get any answers, and he asked to address some of these statements. Mayor McCarley allowed Councilor Lachance to address the prior statements.

Councilor Lachance said that there had been an assertion that the City was preparing the taxpayers for a \$4 million dollar budget deficit before the budget had even been discussed. Councilor Lachance said the \$4 million which had been outlined by staff at the previous meeting



DRAFT

were known fixed budget increases of which the City has no control such as state retirement; however the budget has not been formulated yet or adopted.

It was asserted that the City wasn't being forthright by leaving full-time salaries out of the financial memo shown at the prior meeting. Councilor Lachance stated that the memo was drafted before the numbers for full time salaries were determined and reiterated that the memo contained fixed costs and increases of which the City does not control.

Councilor Lachance said it had been stated that the school budget would increase by \$5.8 million in the upcoming budget. Councilor Lachance clarified that \$4 million of this amount was from a State of NH grant for the CTE center; the local tax burden is increased by only \$1.8 million.

Councilor Lachance said that it had been stated that Sig Sauer was getting a far better deal from the City of Rochester than they were from Epping. Councilor Lachance stated that the project in Epping is merely a \$12,000 facility upgrade which would result in a \$50,000 per year increase as opposed to the \$1.5 million - \$2.8 million referenced. This amount was a projected economic benefit from increased salaries and increased revenues; not a known figure.

Mayor McCarley announced that the Willand Drive warming center is open currently and will remain open for the next several nights. There are very cold temperatures anticipated for early in the upcoming week, and the center is still looking for volunteers. They are also looking for bath and hygiene products for the clients as well as laundry supplies as there are washers and dryers on the premises.

## 7. **Adjournment**

Mayor McCarley **ADJOURNED** the Finance Committee meeting at 7:40 PM.

Respectfully Submitted,

Cassie Givara  
Deputy City Clerk

# FINANCE COMMITTEE

## Agenda Item

**Agenda Item Name:** Vision Assessing Software Implementation

**Date Submitted:** April 7, 2021

**Name of Person Submitting Item:** Jon Rice-Chief Assessor

**E-mail Address** jonathan.rice @rochesternh.net

**Meeting Date Requested:** April 13, 2021

**Issue Summary Statement:** Status report on the new Vision assessing software implementation.

**Recommended Action:** None-informational



# City of Rochester, New Hampshire

ASSESSING DEPARTMENT

19 Wakefield Street, Rochester, NH 03867

(603) 332-5109 Assessor@rochester.net


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

---

## MEMORANDUM

---

**TO:** Finance Committee

**FROM:** Jonathan Rice, Chief Assessor 

**DATE:** April 7, 2021

**SUBJECT:** Vision 8 Software Conversion Status Update

---

This memo is written to update the Finance Committee on the status of the Vision 8 CAMA system software. A conversion process that was initiated with Vision Government Solutions, Inc. 10 months ago to replace Patriot AP5 software.

As I have boasted before, our data conversion process with Vision's conversion team was relatively smooth and successful. However, our transition to going live with Vision 8 and customer support has been riddled with issues and errors that both our office and Vision's customer support team have been chasing for 3 months now. I have recently determined and decided that all of the remaining issues with the Vision software are not worth pursuing in the interest of moving forward and preparing property assessments for the first issue 2021 tax billing cycle. Rather, the remaining issues and errors will be temporarily resolved on a case-by-case basis for the 2021 tax year and completely resolved with the construction of a new CAMA model in the near future.

Given the level of customization (adjustments applied through conversion factors) of the assessment data that is the direct result of the data conversion process from Patriot's AP5 software to Vision 8 and the extremely active real estate market that is the byproduct of suburban migration caused by the pandemic, I foresee the "potential" need for a full statistical revaluation as early as 2022. Our 2021 ratio study, a comparison of sale price to assessed value, may force our hand regardless of the challenges that remain with the Vision CAMA software. Our last full statistical revaluation was in 2019.

None-the-less, our department's focus is presently on permit related inspections to revise the City's assessment valuation and new/renewing exemption and credits. Deputy Assessor Freer and I will also continue to focus our efforts on going live with Vision 8 both internally to City departments and externally to the public. I anticipate that we will be live with Vision 8 by the end of the month.

# FINANCE COMMITTEE

## Agenda Item

**Agenda Item Name:** Fire Department Utility Terrain Vehicle (UTV) Purchase

**Date Submitted:** April 5, 2021

**Name of Person Submitting Item:** Mark Sullivan Deputy Finance Director

**E-mail Address:** mark.sullivan@rochesternh.net

**Meeting Date Requested:** April 13, 2021

**Issue Summary Statement:** Fire Department is seeking to purchase a 2021 Kawasaki Utility Terrain Vehicle (UTV). The source of funds Fire is requesting to use are surplus amounts in the Technical and Rescue Equipment CIP projects. Requesting \$5,699 from FY20, and \$8,828 from FY21, total \$14,527. A requisition for the purchase was submitted to Finance on 3/22/21. Finance has placed a hold on the requisition pending discussion with Finance Committee. Reason being the use of funds for a UTV is not clearly identified as being part of the FY20 or FY21 Technical & Rescue Equipment CIP projects. Also need confirmation if additional equipment and accessory items will be necessary.

Fire Department will be present to explain details and why this purchase is warranted. As well their quote solicitation process.

**Recommended Action:** Approve, or Deny, based on Fire Department's testimony.

# FINANCE COMMITTEE

## Agenda Item

**Agenda Item Name:** Granite Ridge Development District-Phase II Updated Developers Agreement-Waterstone Properties.

**Date Submitted:** April 7, 2021

**Name of Person Submitting Item:** Terence O'Rourke-City Attorney-Developers Agreement/ Mark Sullivan GRDD-TIF financial details.

**E-mail Address** [terence.orourke@rochesternh.net](mailto:terence.orourke@rochesternh.net)

**Meeting Date Requested:** April 13, 2021

**Issue Summary Statement:** Review of the revised Granite State Development District-Phase II Developers Agreement between City and Waterstone Properties. Phase II construction is phased into Phase II (a) which includes extension of Marketplace Blvd construction as well as RT. 11 widening and signalization in front of Crane Dr. Phase II (b) will contemplate the construction of the Park and District Parking lot. The estimated cost of construction for Phase II (a) is \$3,750,000, Phase II (b) is pending determination. The option to cash flow Phase II (a) & Phase II (b) from Granite Ridge Development District 162K TIF retained revenue surplus exists. The GRDD 162 TIF Fund is positioned well to cash fund these next phases, especially if they occur over the next several years. Avoidance of additional bonding is recommended as the Phase I debt service payments retire in 2026.

Waterstone is also showing on the layout map an additional \$850,000 in intersection improvements and signalization at the left hand turn lane before the main lights and intersection at Little Falls Bridge Rd. This is not part of the Phase II infrastructure improvements being contemplated. Staff has previously advised Waterstone not to assume this new project is automatically eligible TIF financing. The Granite Ridge Development District Tax Incremental Financing Plan does not identify this specific improvement as an eligible project. Moreover, it is not identified in the 2009 CLD plan. It appears to have been added at the request of a specific Phase I tenant. Public benefit would need to be identified to determine whether this additional upgrade and signalization is eligible, and Council would need to vote to authorize its inclusion.

**Recommended Action:** Recommend approval of the Developers Agreement to City Council.

**SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT**  
**BETWEEN THE CITY OF ROCHESTER, NEW HAMPSHIRE**  
**AND**  
**FARMINGTON ASSOCIATES PROPERTIES, LLC**  
**AND**  
**FARMINGTON ASSOCIATES PROPERTIES GROUND TENANT, LLC**

**THIS AMENDED AND RESTATED AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF ROCHESTER**, a New Hampshire municipal corporation (hereinafter referred to as the "City"), with a place of business, and mailing address, at 31 Wakefield Street, Rochester, New Hampshire 03867, **FARMINGTON ASSOCIATES PROPERTIES, LLC** and **FARMINGTON ASSOCIATES PROPERTIES GROUND TENANT, LLC**, with a place of business c/o Waterstone Properties Group, Inc., with a mailing address of 117 Kendrick Street, Needham, Massachusetts 02494 (hereinafter "Waterstone"), (the entities referred to in this paragraph are sometimes hereinafter collectively referred to as the "Parties"), as follows:

**RECITALS:**

**WHEREAS**, on December 3, 2015, Farmington Associates Properties, LLC and Waterstone Properties Group, Inc. and the City entered into a certain Development Agreement as amended by a First Amendment to Development Agreement dated March, 2016 and by an Addendum dated November 15, 2016 (the "**Development Agreement**") relating to the development of certain property located at the Project Premises, as shown on Exhibit A. Farmington Associates Properties, LLC has since ground leased the Project Premises to Farmington Associates Properties Ground Tenant, LLC. Since the time of execution of the Development Agreement, Waterstone has decided to re-design the development plan for the Project Premises, as provided herein. This re-design of the Project Premises necessitates a revision of the Development Agreement, all as provided herein.

**WHEREAS**, Waterstone received site plan approval on or around December 15, 2015, from the City of Rochester Planning Board (hereinafter the "Planning Board"), and additional site plan approvals on or around December 31, 2017, as the same have been extended through December 7, 2021, and anticipates the construction of a commercial development buildings consisting of approximately one hundred and fifteen thousand square feet (115,000 sq. ft.) of commercial and retail space, a district public recreational park, and a district public parking lot with appurtenant

roadways, parking lots, drainage structures and other on-site and off-site public and private infrastructure improvements, for office, retail entertainment, and other permitted uses (hereinafter the "**Project**"), the same to be located on land currently owned by Waterstone, situated on NH Route 11 in Rochester, New Hampshire (the "**Project Premises**"); all as more particularly shown and/or described in/on the plans, documents, and representations made by Waterstone, in connection with its Project application and presentations made to the Planning Board in conjunction with the obtaining of Waterstone's aforementioned site plan review approvals, as the same will be revised and resubmitted for approval as provided in this Agreement; and

**WHEREAS**, the Project has undergone a redesign by Waterstone, which needs to be resubmitted to the Planning Board for approval. In addition, the parties have agreed to split the Project into two construction phases. Phase IIa is shown on the plans attached hereto as Exhibit A to this Agreement (the "Phase IIa Plan"), and a preliminary plan for Phase IIb of the Project is shown on the plans attached hereto as Exhibit A\_ (the "Phase IIb Plan"). It is the intent of the parties to proceed with the design of Phase IIa of the Project and to begin submission of the Phase IIa Plan to the Rochester Planning Board in early 2021, and to defer a more complete design of the Phase IIb Plan until the summer of 2021 in order for both parties to work on Phase IIa prior to consideration of Phase IIb. It is also the intent of the parties to commence construction and funding of Phase IIa prior to Phase IIb, and to allocate portions of the TIF Bonds, or cash flows from TIF Bonds, of the City to Phase IIa or Phase IIb, all as provided in this Agreement.

**WHEREAS**, as a result of the decision to phase the Project into Phase IIa and Phase IIb, the parties require the amendment and restatement of the Development Agreement, to include provisions regarding funding for off-site public infrastructure improvements (hereinafter the "**Off-Site Public Infrastructure Improvements**"), and on-site public improvements to benefit the public (hereinafter the "**On-Site Public Improvements**"), (collectively the Off-Site Public Infrastructure Improvements and the On-Site Public Improvements are hereinafter referred to as the "**Public Infrastructure Improvements**"), as well as provisions relating to the timing of development of the respective phases, the coordination of such matters, and other issues of needed and/or necessary cooperation and coordination between the City and Waterstone, and/or with other governmental agencies and/or private entities, such as the State and/or federal government departments or agencies and/or private utilities and the like, in order for Waterstone to develop the Project as approved by the Planning Board; and

**WHEREAS**, the City is desirous of having Waterstone develop the Project in Rochester, and to have Waterstone's prospective Project tenants locate in Rochester, as it will result in the creation of approximately 300 construction jobs and approximately 200 permanent full/part time jobs in the City, will significantly expand the City's tax base, and will also result in significant expansion of, and contribution to, substantially enhanced Public Infrastructure Improvements, and, therefore, the City and Waterstone have agreed to cooperate to bring about the creation of such Public Infrastructure Improvements, including the improvements required by the Planning Board,

and/or by the New Hampshire, Department of Transportation (hereinafter "NHDOT") and/or other governmental agencies having jurisdiction over the Project, or aspects thereof; and

**WHEREAS**, in conjunction with the upcoming Planning Board site plan review I of Phase IIa of the Project, various traffic studies, including the 2015 traffic study prepared by Stephen G. Pernaw & Company, Inc. on behalf of Waterstone and a November, 2019 traffic study and and August, 2020 addendum to the November, 2019 traffic study also prepared by Stephen G. Pernaw & Company, Inc. on behalf of Waterstone, will be used to evaluate and assess the traffic impacts and access requirements associated with the Project, and the traffic studies will be reviewed by the City's and/or its traffic consultants/representatives, and NH DOT, and will be made available for review by the City Planning Department and the Planning Board; and

**WHEREAS**, it is the intent of the City and Waterstone to execute this Development Agreement for the purpose of identifying, providing for the creation of, and allocating responsibility for the costs of, and payment for, the Public Infrastructure Improvements required, or to be required, by the City, the State and the Planning Board's site plan review for the Project, as well as establishing, and providing for, a viable financing mechanism for such Public Infrastructure Improvements, and the maintenance thereof, including the creation and implementation of payment and payment guaranty mechanisms for the same; and

**WHEREAS**, given the importance of the coordination of the construction of the Project with the availability of a viable financing mechanism to pay the cost of providing the Public Infrastructure Improvements designed and intended and/or required to complement the Project, it is the intent of the parties to establish a schedule for the timely completion of both phases of the Public Infrastructure Improvements and implementation of the necessary and/or required financing mechanisms so as to permit the simultaneous, or near simultaneous, construction of the Project and of the Public Infrastructure Improvements contemplated/required for each phase of the Project in order to permit Waterstone to occupy the Project in a timely manner; and if necessary to allow Waterstone to assist the City with Public Infrastructure Improvements, at the City's or other available funding mechanisms and/or entities expense, in order to allow occupancy in a timely manner, provided that the City consents, in advance, to the allocation of such expense to the City or such other available mechanism and/or entity; and

**WHEREAS**, the City, by a resolution of the Mayor and City Council (hereinafter, the "City Council") on June 17, 2014, has established the so-called Granite Ridge Development District, a New Hampshire Chapter 162-K tax increment financing district, and adopted the "**Granite Ridge Development District: Tax Increment Development Program & Financing Plan**";

and



**WHEREAS**, given the establishment of the Granite Ridge Development District and the adoption of the “Granite Ridge Development District: Tax Increment Development Program & Financing Plan” as amended, Waterstone has agreed to undertake the Project, as to be phased herein, and to guarantee the payment of a new so-called tax increment financing bond or bonds (the “TIF Bond”) but not any payments should the City decide to fund its obligations utilizing cash flows of existing TIF Bonds, to be issued by the City with respect to the Public Infrastructure Improvements associated with the Project, in a principal amount of no more than \$7,430,000.00 as more particularly set forth and detailed herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## **1. Public Infrastructure Improvements**

1.1 The term “**Public Infrastructure Improvements**” as used in this Development Agreement includes the construction of public improvements, on and off the Project Premises, which are being constructed in conjunction with the Project and which are more particularly described and/or referred to in Section 1.2 below and/or contemplated on **Exhibit B-1** hereto for Phase IIa and Exhibit B-2 for Phase IIb, whether such improvements are to be constructed: (a) on City owned/controlled property not part of the Project Premises; or (b) on-site at the Project Premises or (c) on neighboring premises over which Waterstone has easement access rights, but which involve an improvement that is anticipated and intended to be transferred to the City (by deed, easement and/or other legal conveyance instrument) upon the completion and acceptance by the Rochester City Council of such transfer document(s), or over which the City will have non-exclusive access rights with Waterstone (such as shared access or parking areas); or (d) New Hampshire Department of Transportation (NHDOT) owned/controlled rights-of-way as they related to off-site improvements stipulated in any NHDOT driveway permit issued for the Project. The term “**On-Site Public Infrastructure Improvement(s)**” as it is used in this Development Agreement is intended to refer specifically to public infrastructure improvement(s) being constructed on the Project Premises, until such portion of the Project Premises on which the public infrastructure improvement(s) being constructed is completed, and is transferred to, and accepted by, the City as contemplated in the preceding sentence.

1.2 The construction of Public Infrastructure Improvements referred to in this Development Agreement include, but are not limited to, the following, whether such costs are incurred prior to, or after, the issuance of the TIF Bond(s):

- (a) Public Infrastructure Improvements Design/Construction Responsibilities with all design work to be performed by the City and paid for out of the TIF Bonds or Granite Ridge Development District (GRDD) TIF cash reserve:

- i. All design and engineering costs associated with the Public Infrastructure Improvements, including the Rt. 11 improvements to meet NHDOT specifications (cross-sections at certain intervals, etc.);
- ii. Preparation of a NHDES sewer connection permit with associated cross sections as needed, (as well as any state permit required for extension of City services);
- iii. Design of any improvements to the water system required to increase pressure as needed (note that this excludes looping a water line if needed);
- iv. Design of any improvements to the sewage pump station required;
- v. A contribution to the NHDES Alteration of Terrain (“AOT”) permit, proportional to the City’s disturbance;
- vii. Engineer’s preparation of bid ready, construction drawings and specifications, to the extent required for competitive construction bidding;
- viii. Design engineer’s limited, part time construction oversight and so-called “stamp of approval” at project completion of the work within the proposed right of way that will be acquired by the City (the “**City ROW**”), beyond City staff involvement;
- ix. Engineer’s assistance and advice on any unforeseen change orders, and the like;
- x. Cost of site preparation and physical roadway improvements within the proposed City ROW;
- xi. Cost of water and sewer main lines within the proposed City ROW – stubs to property lines will be the responsibility of the developer per City Ordinance;
- xii. Cost of underground electric improvements within the ROW;
- xiii. Cost of landscaping within the ROW;
- xiv. Cost of lighting within the ROW;
- xiv. Cost of COAST bus/trolley stop construction;
- xv. Cost of site preparation, accessibility (pedestrian and vehicular) and finishing of the municipal parking lot;
- xvi. Cost of site preparation, accessibility (pedestrian and vehicular) and finishing of the public recreation park;

- xvii. Cost of creating and improving walking and bike trails;
- xviii. A contribution to the overall drainage improvements that is proportional to the City's disturbance;
- ixx. Cost of physical improvements along Route 11;
- xx. Cost of water and/or sewer service improvements required to service the Granite Ridge Development District area.

1.3 The Parties hereto understand and agree that the total amount of the TIF Bond(s) for Public Infrastructure Improvements (as defined below herein), shall not exceed Seven Million Four Hundred and Thirty Thousand (\$7,430,000.00) Dollars, but may be less than such sum should the City instead fund its obligations using a portion of cash flows from existing cumulative retained cash reserves. To the extent that the cost of Public Infrastructure Improvements (as defined below herein) exceeds Seven Million Four Hundred and Thirty Thousand (\$7,430,000.00) Dollars, Waterstone shall be solely responsible for all said excess costs and/or expenses except as otherwise specifically provided for in this Development Agreement. To the extent that the City funds any portion of Phase IIa or Phase IIb using cash flows from existing TIF Bonds, Waterstone will not have any obligation to guarantee such cash flow payments, but will still have the obligation to guarantee payments that relate to TIF Bonds issued after the date of this Development Agreement. It is currently the expectation of the City to use cash flows from existing TIF Bonds to fulfill its obligations relating to Phase IIa, to the extent feasible, in which event Waterstone shall have no obligation to guarantee repayment of such expenditures. The City will keep Waterstone advised of what payment mechanism it is utilizing for each phase, and to what extent, and the parties shall memorialize such payment schedule in a written agreement so that the parties can update the Guaranty Agreement to reflect what payments are, and are not, to be guaranteed. The Parties further agree that in interpreting this Development Agreement the Parties, and any other reviewing authority, including a court, or courts, of competent jurisdiction, shall apply the provisions of this paragraph as the overriding principle reflecting the extent of the City's obligation to provide financing for the cost of Public Infrastructure Improvements for the Project provided for in this Development Agreement. The parties agree to allocate Five Million and 00/100\_(\$5,000,000.00) Dollars to Phase IIa of the Project and Two Million, Four Hundred Thousand and 00/100 (\$2,400,000.00) to Phase IIb of the Project. If the parties wish to change the allocation of funds to the Project, they shall amend this Second Amended and Restated Development Agreement to provide for such reallocation.

## **2. Waterstone Obligations.**

2.1 Waterstone will perform, or cause to be performed, all of the building design, engineering and construction to be located on the Project Premises (with the exception of the Off-Site Public Infrastructure Improvements constructed by, or on behalf of, the City on a portion(s)

of the Project Premises to be conveyed, or otherwise transferred, to the City pursuant to the Planning Board's anticipated approval and this Development Agreement for use in connection with the Off-Site Public Infrastructure Improvements referenced in Section 1.2. Except as expressly indicated otherwise in this Development Agreement, Waterstone will determine the design and specifications of the buildings and appurtenances. All building design, engineering and construction by Waterstone shall be done in accordance with all applicable laws and regulations, federal, state and local governing including, but not limited to, compliance with all building codes, planning ordinances, regulations and zoning ordinances, regulations and any other applicable legal requirements of the City.

2.2 The buildings to be constructed by Waterstone in connection with Phase IIa of the Project should have an estimated value when completed of approximately Two Million (\$2,000,000.00) Dollars, at a minimum, and shall include buildings not to exceed an aggregate size/area of approximately 10,300 sq. ft. , and the buildings to be constructed by Waterstone in connection with Phase IIb of the Project should have an estimated value when completed of approximately Twenty Five Million (\$25,000,000.00\_\_\_\_\_) Dollars, at a minimum, and shall include buildings not to exceed an aggregate size/area of approximately 110,000 sq. ft. Waterstone shall provide the City with all design plans for the buildings and on-site Project Premises utilities and any existing surveys or plans it currently has for the buildings and any other appurtenances related to the remainder of the Project Premises. The City, however, shall have no design control over the design plans for the buildings and on-site Project Premises utilities, except to the extent provided for in Section 2.1 above.

2.3 It is anticipated that construction of the building(s) to be located on Phase IIa of the Project Premises shall be substantially completed on or about October, 2022 , subject to the provisions of Section 5.2 hereof. In the event that economic conditions dictate either additional phasing of the Project by Waterstone or an extension of the development schedule set forth herein (see **Exhibit C-1 and Exhibit C-2** attached hereto), Waterstone may seek, and the City shall not unreasonably decline to grant, extensions of time for substantial construction completion for a period of up to, but not to exceed 48 months with respect to the completion of each phase of the Project. Provided, however, that, any such delay shall not, in any way, delay and/or abrogate, to any extent, Waterstone's obligations with respect to the payment of the TIF Bond(s), including, but not limited to, the obligations provided for in Section 2.14 hereof.

2.4 Waterstone agrees to use commercially reasonable efforts to accomplish its design, engineering and construction obligations under this Development Agreement in accordance with the Development Schedule for each Project phase attached hereto as **Exhibit C-1 and Exhibit C-2** (and as defined in Section 5.1 hereof), provided, however, time for the performance thereof shall be extended by a period equal to an act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, or other

causes beyond Waterstone's control whether such time be designated by a fixed date, a fixed time (as further defined in Section 5.2 hereof), or a reasonable time, provided, further, in the event that the City has not completed the On-Site Public Infrastructure Improvements for each phase of the Project (as defined in Section 1 herein) by the conclusion of the time period set forth in **Exhibit C-1 and Exhibit C-2 for each phase of the Project**, Waterstone's time for performance shall be extended for a reasonable period of time taking into account winter conditions and the difficulty of commencing, prosecution and completing construction during winter months (if applicable).

2.5 Waterstone shall undertake, and shall, subject to applicable government approvals and regulations, be solely responsible for, the design, development, permitting and construction of all required Non-Public On-Site Improvements and construction of all service connections to all Public Infrastructure Improvements (as well as the payment of all connection fees related thereto), which the City will bring to the property line of, or other appropriate and/or agreed upon areas within, the Project Premises, at locations and elevations agreed to by the Parties.

2.6 Except for the financing contemplated herein, Waterstone shall be responsible for securing any other financing required for the Project. To the extent that any re-financing shall involve a mortgage, lien and/or another encumbrance(s) on the Project Premises, or any portion or product thereof, which contains terms and/or conditions which are not generally commercially utilized (such as, but not limited to, a contemporaneous pledge of rents as collected), any such financing agreement(s) shall, prior to its/their execution, be on terms and conditions reasonably acceptable by the City and shall be approved/or rejected in writing by the City within five (5) business days of the City's receipt of the same, provided that if no action is taken on the request during such period the non-action shall be deemed to be an approval. Any financing agreement(s) shall specifically provide that such mortgage, lien and/or similar encumbrance(s) shall be subject, but not subordinate, to the provisions of this Development Agreement, and the holder of such security shall execute an acknowledgment of such fact in a recordable writing approved in advance by the City.

2.7 Waterstone and its consultants, contractors, agents, and representatives shall coordinate the design of On-site Infrastructure Improvements for the Project by Waterstone with the Public Infrastructure Improvements as undertaken by the City. Such coordination shall include, but not be limited to, attending meetings as well as providing copies of plans/designs to the City in both hard and electronic (in an AutoCAD format reasonably acceptable to the City) copies.

2.8 Waterstone's obligations hereunder are subject to the following condition:

- a. The City performing its obligations in accordance with the terms of this Development Agreement, including, but not limited to, those set forth in Article 3, below.

2.9 All documents, except financial documents not related to the Project Premises, of Waterstone relating to the design, engineering and construction of the Project shall be made available at the offices of Waterstone, for the review and copying by the City upon reasonable request. In the case where Waterstone has committed an Event of Default as defined in 7.2 of this Development Agreement, the City shall be entitled to access Waterstone's financial documents in the manner provided for in the preceding sentence.

2.10 Waterstone shall use commercially reasonable efforts to create, by itself, and/or in conjunction with its prospective tenants, cause to be created, approximately 200 full/part time jobs at the Project Premises. Waterstone shall annually report to the City and the Department of Business and Economic Development Affairs as to the number of employees utilizing the Project Premises and providing a general description of the job classifications, so long as the TIF Bond(s), related to the Project Premises, remain(s) outstanding. Due to the nature of leasing, the City acknowledges that Waterstone cannot require any tenants to maintain a minimum number of employees at any given time, as Waterstone does not control the hiring practices of such tenants, and that the job creation is dependent upon leases being executed.

2.11 Subject to the provisions of Section 5.2 hereof, in the event Waterstone ceases operations with respect to the Project (which shall be defined as "performing no work on the Project for a period of 180 consecutive days"), and/or ceases operations prior to completion of the Project, and/or ceases operations at the Project Premises (which shall be defined as: not having substantially completed the construction of the Project"), before the satisfaction of the TIF Bond(s) (as defined in Section 2.12 below), Waterstone shall, prior to the next TIF Bond payment (but in no event less than within two hundred seventy (270) days thereof: pay to the City all such amounts as are necessary to pay-off and retire the TIF Bond(s): and (ii) pay to the City such amounts as are necessary to pay-off and retire any un-bonded payment obligations incurred by the City in connection with the Off-Site Public Infrastructure Improvements.

2.12 As used in this Development Agreement the term "**TIF Bond(s)**" shall mean a bond(s) and/or other borrowing and or funding vehicle utilized by the City (whether acting directly on its own, or through the Granite Ridge TIF District), in a total amount not to exceed approximately Seven Million Four Hundred and Thirty Thousand (\$7,430,000.00) Dollars, the proceeds of which shall be used for the purpose of paying City costs and/or expenses associated with the Public Infrastructure Improvements, and which is/are intended by the Parties to this Development Agreement to be repaid to the City based on a repayment and amortization schedule of ten (10) years. The repayment of interest and principal on the TIF Bonds shall be made from

both the tax increment financing taxes on the Project Premises and tax increment financing taxes on the entire Granite Ridge Development District, including the cumulative net surplus of the Granite Ridge Development District, in accordance with the TIF Plan as authorized and governed by the provisions of RSA Chapter 162-K (RSA Chapter 162-K). For the purposes of this Development Agreement the term “TIF Bond(s)” shall include expenses paid at any time by the City (or such expenses which the City becomes obligated to pay), with respect to the Public Improvements, whether bonded or not. The City will notify and keep Waterstone informed as to the timing of the bond financing.

2.13 Waterstone and the City acknowledge and agree that the viability of this Development Agreement and the Project are dependent upon the construction of the Public Infrastructure Improvements provided for in Section 1.2 above, and the financing and maintenance of such improvements through the utilization of a tax increment financing (“TIF”) mechanism for the so-called Granite Ridge Development District. The TIF is authorized and regulated by the provisions of Chapter 162-K of the New Hampshire Revised Statutes Annotated, as the “Granite Ridge Development District: Tax Increment Development Program & Financing Plan” (the “**TIF Plan**”), which was adopted by the City on June 17, 2014. It is the expectation and intent of the Parties that a TIF mechanism, implemented in accordance with the provisions of NH RSA Chapter 162-K, shall be placed, from the issuance of the initial TIF Bond(s) until the retirement of such TIF Bond(s) as a result of such bonds having been paid in full. In consideration of the foregoing, and the fact that this Development Agreement is designed and intended to enable Waterstone to construct, and ultimately operate, a substantial retail development on the Project Premises, Waterstone agrees as follows:

- a. Waterstone shall, in a timely manner, pay all real property taxes assessed on the Project Premises while all or any portion of the thereof is owned by Waterstone or any related and/or associated entity;
- b. Waterstone shall enter into a Second Amendment to Guaranty Agreement (the “Guaranty Agreement”) in favor of the City, in the form set forth in **Exhibit D** hereto, pursuant to which Waterstone will guaranty any payments due on the TIF Bond(s), and certain Maintenance Costs (as defined in Section 2.13 (c) below), to the City, in the event that the tax increment financing taxes contemplated in Section 2.12 above are insufficient to satisfy the payments due with respect to the TIF Bond(s) from the City, and shall further agree to amend the existing Escrow Agreement (the “Escrow Agreement”) with the City and Waterstone Rochester, LLC (an affiliate of Farmington Associates Properties, LLC) to allow the City to access those funds. The amended Escrow Agreement shall provide security for the Guaranty to the City provided for herein, as well as for Waterstone’s obligations made in the Development Agreement. The Guaranty Agreement and the Escrow Agreement shall contain commercially

reasonable terms and otherwise be in form and substance reasonably acceptable to the City and to Waterstone;

- c. Upon the completion of the Public Infrastructure Improvements, Waterstone agrees to guaranty annual maintenance costs contained in the annual Granite Ridge Development District TIF budget, to the extent, but only to the extent, that such costs exceed the total tax increment revenues received by the TIF District from the RSA Chapter 162-K tax increment for such budget year, plus any designated TIF District budget reserves available to fund such excess costs (the “**Maintenance Costs**”);
- d. The parties agree that in order to implement the Guaranty Agreement and the amendment of the existing Escrow Agreement provided for in Sections 2.14(b) and (c) the Guaranty Agreement and the amended Escrow Agreement provided for in Section 2.14 (b) shall come into existence (by the same having been fully executed), prior to the issuance of the initial TIF Bond(s), on the signing of this Second Amended and Restated Development Agreement, and both such agreements shall remain in existence throughout the duration of the Development Agreement, subject to the provisions of Section 2.14 below.

2.14 Waterstone shall, at a time mutually agreed upon by the Parties, after the completion of the Public Infrastructure Improvements on the Project Premises (for purposes of this Section 2.14, the term “completion” shall mean the completion of the Public Infrastructure Improvements themselves plus a reasonable period of operation of any or all such Public Infrastructure components to assure their/its proper construction and/or operation), with respect to Phase IIa in no event later than December 31, **2022**, and with respect to Phase IIb in no event later than December 31, 2024, offer/tender to the City a deed(s) or other appropriate legal instrument(s) in order to transfer title to the land and/or interest in land on which the Public Infrastructure Improvements are located, and/or such other necessary components required to support or otherwise operate and/or maintain the use and/or functionality of the Public Infrastructure Improvements to be transferred. Waterstone agrees, at its sole expense, to maintain and to pay the Maintenance Costs of the On-Site Public Infrastructure Improvements on the Project Premises eighteen (18) months after completion of each respective Project phase. Notwithstanding the foregoing, once tax revenues for the TIF District begin to generate increment in excess of the payment of annual expenses, Waterstone shall be reimbursed for any payments made by Waterstone from the Escrow Agreement, the Guaranty Agreement and Maintenance Agreement.

2.15. Waterstone shall immediately proceed to redesign Phase IIa of the Project as shown generally on Exhibit A to this Lease. Waterstone shall, no later than February 23, 2021 with respect to Phase IIa, submit the redesign of Phase IIa for TRG review and immediately after such review, shall submit such reviewed plans to the Planning Board no later than March 23, 2021 for a planned April 2, 2021 TRG meeting and May 3, 2021 Planning Board meeting. . Waterstone



will thereafter diligently pursue approval of the Phase IIa plans with the Planning Board and will consult with town departments on a regular basis concerning such redesigned plans. Waterstone will also continue to seek a decision from DOT on the driveway permit application for Phase IIa, but shall keep the City fully informed of such efforts. Waterstone also agrees to pay impact fees for the redesigned Phase IIa project, but reserves the right to review and negotiate the amount of such impact fees. No impact fees are currently being charged as of the date of this Agreement.

2.16 The parties agree that Waterstone shall proceed to redesign Phase IIb of the Project and submit such redesign for TRG review no later twelve months after Phase IIa approvals have issued and filed with the City Clerk. The parties understand that, due to the variables relating to Phase IIb, and to the COVID crisis, Waterstone may, or may not, be able to submit plans by such date. If an amendment of such date is warranted, the parties will amend the required submission date. Once redesigned, Waterstone will thereafter diligently pursue approval of the Phase IIb plans with the Planning Board and will consult with relevant City staff on a regular basis concerning such redesigned plans.

### **3. City of Rochester Obligations.**

3.1 The City shall issue Tax Increment Financing bonds (the “**TIF Bond(s)**”) as contemplated by RSA Chapter 162-K, based on a ten (10) year amortization period (the “**TIF Bond**” and/or the “**TIF Bonds**”), as described in Section 2.13 hereof, in the amount and for the Public Infrastructure Improvements set forth and agreed to by the Parties in Section 1.2 and/or reflected on **Exhibit B**, for the purposes of paying for costs of Public Infrastructure Improvements contemplated by the Project, provided, however, that the Parties agree that the total amount of the TIF Bond(s) for both phases shall not exceed Seven Million Four Hundred and Thirty Thousand (\$7,430,000.00) Dollars. Failure to issue the TIF Bonds shall not, however, affect the City’s underlying obligation to pay for the cost of the Public Infrastructure Improvements. To the extent that the cost of Public Improvements exceeds Seven Million Four Hundred and Thirty Thousand (\$7,430,000.00) Dollars, Waterstone shall be solely responsible for said excess costs and expenses. The City agrees that it shall design and construct the Public Infrastructure Improvements in accordance with pertinent City rules, regulations and design standards. Exhibit B-1 and Exhibit B-2 represent the parties’ best estimate of the costs of Project Infrastructure Improvements with respect to each phase of the Project, as of the date of signing this Agreement. The Parties acknowledge that such cost estimate may change over time. Therefore, the Parties agree that they shall have the ability to reallocate project costs between/among the individual line items and the contingency line item for related costs, unforeseen costs or budget overruns, and between phases of the Project.

3.2 The construction of the Public Infrastructure Improvements by, or on behalf of, the City shall be subject to the following:

- a. All design and engineering costs associated with the Public Infrastructure Improvements;
- b. The City obtaining all permits and approval needed by the City for the obligations accepted by the City in this Development Agreement.
- c. The City shall provide Waterstone, for their review, approval and recommendations, which approval shall not be unreasonably withheld, a copy of the plan, design and schedule for the Public Infrastructure Improvements, which shall be completed on or before June 1, 2021<sup>1</sup> with respect to Phase IIa of the Project and June 1, 2023 with respect to Phase IIb of the Project.
- d. Before undertaking any construction of the Public Infrastructure Improvements, the City shall provide Waterstone, for their review copies of all bids and quotes from contractors for the Public Infrastructure Improvements.
- e. The Public Infrastructure Improvements will be substantially completed on or before , with base pavement by October 1, 2021 and finished pavement by June 1, 2022<sup>2</sup> for Phase IIa of the Project and June 1, 2023 with respect to Phase IIb of the Project (subject to the provisions of **Exhibit C-1 and Exhibit C-2**).

3.3 The City shall require a municipal bidding process for the completion of the within delineated Public Infrastructure Improvements to be financed by the TIF Bond.

3.4 The City's obligation to proceed with the Public Infrastructure Improvements shall be subject to the following contingencies, the failure to satisfy any one of which shall give the City the right to withdraw from this Development Agreement, after which withdrawal the City shall have no further obligations under this Development Agreement, to wit:

- a. The City (subject to the provisions of the Development Schedule set forth in **Exhibit C-1 and Exhibit C-2**) shall have no obligation to perform

---

<sup>1</sup> Date is dependent on timely approvals from NHDOT.

<sup>2</sup> Date is dependent on timely approvals from NHDOT.

improvements unless Waterstone performs all of the obligations applicable to it contained in Sections 2.1 through 2.15 of the within Development Agreement in a timely fashion with respect to each applicable phase of the Project, as provided herein and subject to the provisions contained herein.

3.5 The City and its consultants, contractors, agents, and representatives shall coordinate the design of On-Site Public Infrastructure Improvements as defined in Section 1.1 with the on-site improvements as undertaken by Waterstone, including, but not limited to where the Public Infrastructure Improvements enter the Project Premises and the elevations thereof. Such coordination shall include, but not be limited to, attending meetings as well as providing copies of plans/designs in both hard copy and electronic (in an AutoCAD format acceptable to Waterstone) copy.

3.6 To the extent appropriate and/or required by law, the City has and will comply with the provisions of RSA 162-K, including, but not limited to, the reporting requirements set forth in RSA 162-K:11.

#### **4. Financing Provisions.**

4.1 The City has approved, and will continue to cooperate in the implementation of, a development plan under RSA Chapter 162-K for the so-called Granite Ridge Development District of which the Project Premises is a part.

4.2 In accordance with the provisions of Chapter 162-K, the annual tax increment created as a result of the TIF Plan will, to the extent available, be utilized to pay the annual costs of the TIF Bond(s), and to the extent available, to pay other permissible expenses relative to the so called Granite Ridge Development District, including the Maintenance Costs, as described in Section 2.14 (c) herein. If the annual tax increment is not available, such unavailability shall not affect the City's underlying obligation to pay for the cost of the Public Infrastructure Improvements.

4.3 Upon payment of the TIF Bond(s) in full this Development Agreement shall terminate, except for any obligations that expressly survive the repayment of the TIF Bond(s).

4.4 Notwithstanding any other provision hereof:

- a. Prior to executing any loan documents, agreements, instruments or contracts evidencing or with respect to the TIF Bonds (the “**TIF Bond Documents**”), the City shall provide to Waterstone, for its review copies of the TIF Bond(s) Documents.
  
- b. The City shall provide to Waterstone the actual results of the sale of the bonds.

## **5. Development Schedule.**

5.1 Attached to this Development Agreement is a Development Schedule for each phase of the Project (Exhibit C-1 and Exhibit C-2 being collectively referred to as the “**Development Schedule**”) showing the anticipated date and sequence of various elements of the Project that are to be completed by the respective Parties as set forth herein. The Parties acknowledge that the Development Schedule is a complex schedule requiring the coordinated efforts of multiple parties and is dependent in many instances on the actions or approvals of third parties. The Parties agree to use diligent efforts and to cooperate with each other in undertaking their respective responsibilities under this Agreement, including, but not limited to, those events listed on the Development Schedule. It is further understood by the Parties that the Development Schedule (**Exhibit C-1 and Exhibit C-2**) may require adjustment based upon economic conditions, site constraints, actions of third parties, and circumstances beyond the control of Waterstone or the City. Any such adjustment(s) shall be reviewed and agreed upon by the Parties hereto. Consent to such Development Schedule adjustment shall not be unreasonably withheld.

5.2 Expressly subject to the provisions of Section 2.4 above, for the purposes of any of the provisions of this Agreement, the Parties shall not be considered in breach or default of its/their respective obligations hereunder in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the other party, fires, floods or other casualties, epidemics, quarantine restrictions, labor disputes, litigations (including, without limitation, any appeal of any approval needed either for the TIF Bond(s) (including the appropriation vote or any permit or approval needed for the Project), freight embargoes, undue and unanticipated economic conditions and unusually severe weather or delays of contractors and subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of such party shall be extended for the period of the enforced delay, provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length

of the delay, the City and Waterstone shall consider not only actual work stoppages, but also any consequential delays resulting from such stoppage as well.

## **6. Representations and Warranties.**

6.1 Representations and Warranties of City. The City hereby represents and warrants that:

6.1.1 The execution and delivery of this Development Agreement and the performance of the City's obligations hereunder have been duly authorized by such municipal action as necessary, and this Development Agreement constitutes the legal, valid and binding agreement of the City, enforceable against the City in accordance with its terms subject only to the conditions set out in this Development Agreement.

6.1.2 There is no action, suit or proceeding, at law or in equity, or official investigation before or by any court or governmental authority, pending or to the best of the City's knowledge threatened against the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the City of its obligations hereunder or the performance by the City of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely affect the validity or enforceability of this Development Agreement, or any other agreement or instrument entered into by the City in connection with the transactions contemplated hereby.

6.1.3 The City has complied, and will continue to comply, where and to the extent necessary, with the provisions of RSA Chapter 162-K.

6.1.4 If required by Waterstone or its lender(s), the City shall provide Waterstone with a legal counsel's opinion, in a form acceptable to Waterstone, with respect to the matters described in this section.

6.2 Representations and Warranties of Waterstone. Waterstone hereby represents and warrants to the best of its knowledge and belief that:

6.2.1 Farmington Associates Properties, LLC. is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, the state of its formation, with all requisite authority to own its property and assets and to conduct its business as presently conducted or proposed to be conducted, and is duly qualified or authorized to transact business and in good

standing under the laws of the State of New Hampshire. **Farmington Associates Properties Ground Tenant, LLC** is a limited liability company, duly organized, validly existing and in good standing under the laws of the of the state of Delaware, the state of its formation, with all requisite authority to own its property and assets and to conduct its business as presently conducted or proposed to be conducted, and is duly qualified or authorized to transact business and in good standing under the laws of the State of New Hampshire.

- 6.2.2 Waterstone has the power and authority to execute, deliver and carry out the terms and provisions of this Development Agreement and all necessary action has been taken to authorize the execution, delivery and performance by it of this Development Agreement. This Development Agreement will, upon execution and delivery thereof by Waterstone, constitute valid, legal and binding obligations of Waterstone enforceable in accordance with the respective terms thereof.
- 6.2.3 Neither the execution or delivery by Waterstone of this Development Agreement, the performance by Waterstone of its obligations in connection with the transactions contemplated hereby, nor the fulfillment by Waterstone of the terms or conditions hereof conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to Waterstone, or conflicts with, violates or result in a breach of any term or condition of any judgment or decree, to which Waterstone is a party or by which Waterstone or any of its properties or assets are bound, or constitutes a default there under.
- 6.2.4 There is no action, suit or proceeding, at law or in equity, or official investigation before or by any court or governmental authority, pending or to the best of Waterstone's knowledge threatened against Waterstone, its principal(s), affiliate(s), or entities controlled by its principal(s), wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by Waterstone of its obligations hereunder or the performance by Waterstone of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Development Agreement or any other agreement or instrument entered into by Waterstone in connection with the transactions contemplated hereby.
- 6.2.5 Waterstone and Farmington shall provide certification from their respective corporate secretary or manager, as the case may be, indicating that the signatory to the within Development Agreement has obtained all necessary corporate authority to execute and perform the terms of the within Development Agreement.
- 6.2.6 If required by the City, Waterstone shall provide the City with a legal counsel's opinion, in a form acceptable to the City, with respect to the matters described in this section.

## **7. Defaults and Remedies.**

7.1 Events of Default by City. Any one or more of the following shall constitute an “Event of Default” of the City.

7.1.1 Any representation or warranty made by the City shall prove incorrect or untrue in any material respect when made and have a material adverse effect on Waterstone or its rights under this Development Agreement;

7.1.2 The City shall fail or refuse to fulfill any of its material obligations under this Development Agreement, (unless such failure or refusal is caused by the acts or omissions of Waterstone, or its servants or agents) including, without limitation, the failure by the City to undertake or complete the Public Infrastructure Improvements or to complete any of its obligations within the time frames established by the Development Schedule attached hereto as Exhibit C-1 and Exhibit C-2 unless such timeframes have been extended and mutually agreed upon by the City and Waterstone pursuant to this Development Agreement;

Provided, however, that no such failure shall constitute an Event of Default unless and until:

7.1.3 Waterstone has given written notice to the City stating that in its opinion a particular default exists that will, unless corrected, constitute a material breach of this Development Agreement or any related agreement on the part of the City and that such default will, in the opinion of Waterstone, give Waterstone a right to exercise its remedies pursuant to Section 8.1 unless such default is corrected within a reasonable period of time not to exceed ninety (90) days; and

7.2 Events of Default by Waterstone. Any one or more of the following shall constitute an “Event of Default” of Waterstone:

7.2.1 Waterstone shall fail to pay any amount due with respect to the TIF Bond(s) and/or to complete the improvements to be constructed by it contemplated in this Development Agreement and such failure is not otherwise excused or extended under this Development Agreement;

7.2.2 Any representation or warranty made herein by Waterstone shall prove to be incorrect or untrue in any material respect when made and has a material adverse effect on the City or its rights under this Development Agreement; or

- 7.2.3 Waterstone fails or refuses to fulfill any of its material obligations under this Development Agreement (unless such failure or refusal is caused by the acts or omissions of the City, or its servants or agents) including, without limitation, the failure by Waterstone to complete any of its obligations within the time frames established by the Development Schedule attached hereto as Exhibit C-1 and Exhibit C-2 as such timeframes may be extended pursuant to this Development Agreement; or
- 7.2.4 Waterstone (through the date of the completion of the Project and compliance with the terms of this Development Agreement, including responsibilities per Article 2) shall suffer the following:
- 7.2.4.1 commencement by Waterstone (or any of such term's component entities) of a voluntary case under Title 11 of the United States Code as from time to time in effect, or by its authorizing, by appropriate proceedings of its board of directors, partners, members, or other governing body, the commencement of such a voluntary case;
  - 7.2.4.2 by its seeking relief as a debtor under any applicable law, other than said Title 11, of any jurisdiction relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or by its consenting to or acquiescing in such relief;
  - 7.2.4.3 by the entry of an order by a court of competent jurisdiction (a) finding it to be bankrupt or insolvent, (b) ordering or approving its liquidation, reorganization or any modification or alteration of the rights of its creditors, or (c) assuming custody of, or appointing a receiver or other custodian for all or a substantial part of its property;
  - 7.2.4.4 by an assignment for the benefit of its creditors, or admission in writing of its inability to pay its debts generally as they become due, or consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of a major part of its property.

Provided however, that the foregoing shall not be deemed to constitute an Event of Default with respect to Waterstone if the debtor in possession, trustee, receiver, custodian, liquidator, agent or other party exercising control over the assets of the Party, affirms this Development Agreement without modification and within a reasonable period of time and provides evidence satisfactory to the City, in the City's sole discretion, of the capacity to



continue the performance of Waterstone's obligations under this Development Agreement and to cure, in a timely manner, all breaches thereunder.

7.2.5 Once site work at the Project Premises has commenced, Waterstone has ceased active and substantial construction of the Project for a period of ninety (90) days, excluding winter shut down periods or except as provided by the Development Schedule attached hereto as Exhibit C, unless such timeframes have been extended and mutually agreed upon by the City and Waterstone pursuant to this Development Agreement (see Section 2.3 hereof).

7.2.6 None of 7.2.1 through 7.2.5 shall constitute an Event of Default unless and until:

7.2.6.1 The City has given written notice to Waterstone stating that, in its opinion, a particular default or defaults exist that will, unless corrected, constitute a material breach of this Development Agreement on the part of Waterstone and that such default or defaults will, in the opinion of the City, give the City a right to exercise its remedies pursuant to Section 8.2 unless such default is corrected within a reasonable period of time not to exceed ninety (90) days from the receipt of such notice..

## **8. Consequences of Defaults.**

8.1 **Consequences of Events of Default by the City.** Upon the occurrence of an Event of Default by the City, Waterstone may proceed by appropriate proceedings, judicial, administrative or otherwise at law or in equity or otherwise to protect and enforce or recover its rights or damages to which it may be entitled to enforce performance by the City. Said proceeding is to be brought in the Strafford County Superior Court, and Waterstone may take any action and incur any expense necessary to cure or avoid any default and Waterstone may recover from the City, and the City shall pay to reimburse Waterstone, for all expenses so incurred or that must be paid by Waterstone.

8.1.2 In the event the cure by the City delays work by Waterstone, Waterstone's obligations under the Development Schedule may be extended for the period of delay taking into account winter conditions and the difficulty of commencing, prosecution and completing construction during winter months (if applicable).

8.2 **Consequences of Events of Default by Waterstone.** In the event of an event of default by Waterstone, the City may proceed by appropriate proceedings, judicial, administrative or otherwise in law or in equity to protect and enforce their rights to recover any actual damages to which they may be entitled and to enforce performance by Waterstone. Said proceedings to be brought in the Strafford County Superior Court and the City may take any action and incur any expense necessary to cure or avoid any default and the City may recover from Waterstone, and Waterstone shall pay to reimburse the City for all expenses so incurred or that must be paid by the City.

8.2.2 In the event the cure by the Waterstone delays work by the City, the City's obligations under the Development Schedule may be extended for the period of delay taking into account winter conditions and the difficulty of commencing, prosecution and completing construction during winter months (if applicable).

## **9. Further Assurances/Cooperation.**

9.1 City staff shall attend all Zoning Board of Adjustment, Conservation Commission, and Planning Board meetings or public hearings concerning each phase of the Project. City staff shall also provide guidance with respect to the preparation of pertinent Zoning and Planning Board applications, as required. However, Waterstone shall be solely responsible for preparing and filing said applications, as well as paying all application fees associated therewith.

9.2 The Parties recognize and acknowledge that there are issues regarding the operation and maintenance of the Public Infrastructure Improvements during and particularly after their completion pursuant to the terms of this Development Agreement. These issues include, but are not limited to, maintenance of the Public Infrastructure Improvements, and the operation of the drainage system contemplated by such improvements. The Parties, therefore, mutually agree, to negotiate, approve and execute agreements, with reasonable provisions, relative to:

1. Maintenance issues with respect to Public Infrastructure Improvements, including, but not limited to, responsibilities with respect thereto; and
2. Drainage issues related to the Public Infrastructure Improvements designed to deal with drainage, including, but not limited to, (1) responsibilities with respect thereto; and (2) rules and/or regulations regarding drainage, etc.

9.3 In accordance with the provisions of Chapter 162-K of the New Hampshire Revised Statutes Annotated and the provisions of Section D.7 of the Granite Ridge Development District: Tax Increment Development Program & Financing Plan, adopted by the City on June 17, 2014 (the “TIF Plan”), the Parties agree that, except as otherwise provided for herein, the annual Maintenance Costs for the Public Infrastructure Improvements shall be paid by the TIF District Administrator from the so-called tax increment, to the extent of the availability of such tax increment funds after the payment of amounts due on the TIF Bond(s).

## **10. General Provisions.**

101 This Development Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.

10.2 If any term or provision of this Development Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Development Agreement shall continue to be fully valid and enforceable.

10.3 Notices, demands, consents, approvals or other instruments required or permitted by this Development Agreement shall be in writing and shall be executed by the party or an officer, agent, attorney of the party, and shall be deemed to have been effective as to the date of actual delivery, if delivered personally, or as of the third day from and including the date on which it is mailed by registered or certified mail, return receipt requested, with postage prepaid as follows:

To Waterstone:

Farmington Associates Properties, LLC and  
Farmington Associates Properties Ground Tenant,  
LLC  
Attn: Josh Levy  
117 Kendrick Street  
Needham, MA 02494

To City:

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

With a copy to:

City of Rochester  
Attn: Finance Director  
31 Wakefield Street

10.4 Time is of the essence with regard to this Development Agreement.

10.5 This Development Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns. This Development Agreement may be assigned by Waterstone to an entity that is a subsidiary or affiliate of Waterstone. Except as permitted herein, neither this Development Agreement nor any of the rights, interests or obligations of this Development Agreement may be assigned or delegated by any party without the prior written consent of the other parties.

10.6 Waterstone shall not pledge or assign this Development Agreement or any documents relating thereto as security for any financing without the prior written consent of the City except that Waterstone may finance and secure the construction of the building(s) or other improvements on the Project Premises and may pledge or assign this Development Agreement and any documents relating thereto in connection with such financing, but may not otherwise pledge or assign this Development Agreement or any documents relating thereto as security for any financing without the prior written of the City, which consent may not be unreasonably withheld or delayed; provided, however, in the event of said financing pledge and/or assignment, the obligations of Waterstone shall not be relieved or diminished.

10.7 The Parties anticipate that the obligations set forth herein will be further described in other agreements and/or deeds or leases as agreed to by the Parties. The Parties agree to cooperate in good faith with regard to each and every aspect required for the completion of construction, operation and financing contemplated by this Development Agreement. The Parties recognize, however, that the land use regulatory authorities of the City and the State must perform their responsibilities in accordance with the law governing that performance and consequently are not obligated in any way by this Development Agreement. The Parties agree to further negotiate in good faith and to enter into such other and further agreements as may be necessary to implement any aspect of design, engineering, or construction contemplated under this Development Agreement.

10.8 Waterstone submits to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this Development Agreement or any related agreement. All legal actions taken by the Parties shall be commenced in Strafford County New Hampshire Superior Court.

10.9 Unless expressly stated otherwise in this Development Agreement, whenever a party's consent or approval is required under this Development Agreement, or whenever a party shall have the right to give an instruction or request another party to act or to refrain from acting under this Development Agreement, or whenever a party must act or perform before another party may act or perform under this Development

Agreement, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, delayed, or conditioned, as the case may be.

10.10 The execution of this Development Agreement does not preempt or supersede the review process or powers of any City or other governmental Board, Committee, Commission, or Department, or excuse Waterstone from the requirement to apply for and receive all necessary permits and approvals from all applicable City or other governmental Boards, Committees, Commissions, or Departments.

10.11 In the event that any of the terms or provisions of this Development Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Development Agreement, the remaining terms and provisions that are not effected thereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands this \_\_\_\_day of \_\_\_\_\_, 2021.

**CITY OF ROCHESTER**

\_\_\_\_\_  
Witness

By:\_\_\_\_\_  
Blaine Cox, City Manager  
Duly authorized

**FARMINGTON ASSOCIATES PROPERTIES,  
LLC**

\_\_\_\_\_  
Witness

By:\_\_\_\_\_  
Joshua Levy, Manager  
Duly authorized

**FARMINGTON ASSOCIATES PROPERTIES  
GROUND TENANT, LLC**

\_\_\_\_\_  
Witness

By:\_\_\_\_\_  
Joshua Levy, Manager  
Duly authorized



**Exhibit A**  
**Plans Showing Each Phase of the Project**

**Exhibit B-1**  
**Public Infrastructure Improvements**  
**Relating to Phase IIa of the Project**



**Exhibit B-1**  
**Public Infrastructure Improvements**  
**Relating to Phase IIb of the Project**

**Exhibit B-1**  
**Public Infrastructure Improvements**  
**Relating to Phase IIa of the Project**

**Exhibit B-1**  
**Public Infrastructure Improvements**  
**Relating to Phase IIb of the Project**

**Exhibit B-2**  
**Public Infrastructure Improvements**  
**Relating to Phase IIb of the Project**



**Exhibit C-1**  
**Development Schedule**  
**For Phase IIa of the Project**

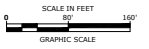
**Exhibit C-2**  
**Development Schedule**  
**For Phase IIb of the Project**

**Exhibit D**  
**Second Amendment to Guaranty Agreement**





**DRAFT**



**Proposed Ridgeside Development**

Farmington Associates, LLC

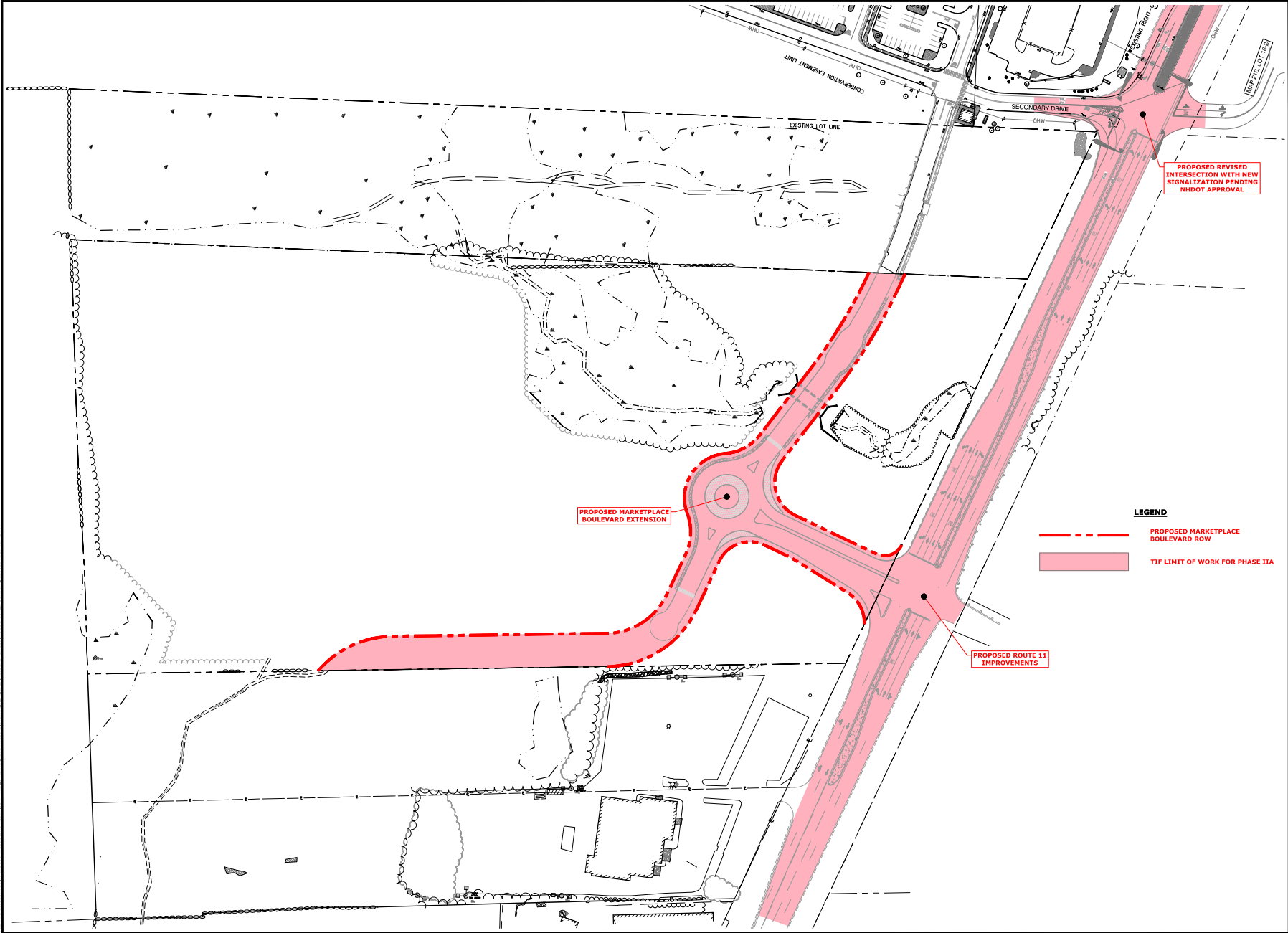
60 Farmington Road  
(Route 11)  
Rochester, NH


MARK	DATE	DESCRIPTION
PROJECT NO:	WS008-004	
DATE:	3/18/2021	
FILE:	WS008-004_DISGN.DWG	
DRAWN BY:	CK	
CHECKED:	PHC	
APPROVED:	BLM	

TIF PHASING PLAN

SCALE: AS SHOWN

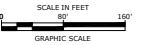
EXHIBIT A



Last Save Date: March 18, 2021, 2:27 PM by: CK  
 Title: TIF PHASING PLAN - EXHIBIT A  
 User: Farmington Associates, LLC  
 Project: Farmington Associates, LLC - 60 Farmington Road - Rochester, NH  
 Drawing: TIF PHASING PLAN - EXHIBIT A



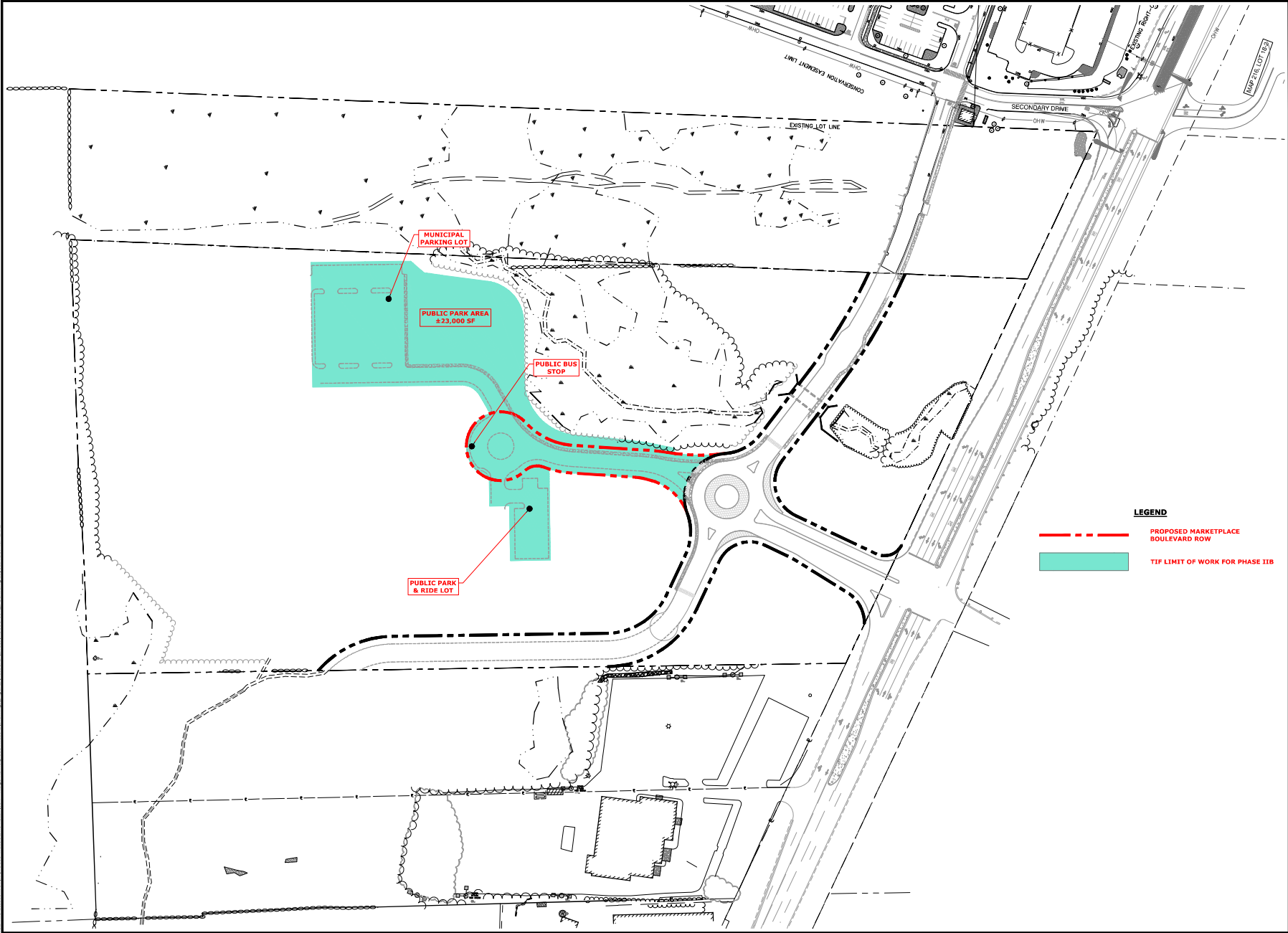
**DRAFT**



**Proposed Ridgeside Development**

Farmington Associates, LLC

60 Farmington Road  
(Route 11)  
Rochester, NH



**LEGEND**

- PROPOSED MARKETPLACE BOULEVARD ROW
- TIF LIMIT OF WORK FOR PHASE IIB

Last Save Date: March 18, 2021 2:27 PM by: CTE  
 Title: Farmington Associates, LLC - TIF Phasing Plan - 2020-03-18  
 Path: W:\Projects\2021\03\18\Farmington Associates, LLC - TIF Phasing Plan - 2020-03-18.dwg

MARK	DATE	DESCRIPTION
PROJECT NO:	W5008-004	
DATE:	3/18/2021	
FILE:	W5008-004_DISSN.DWG	
DRAWN BY:	CR	
CHECKED:	PHC	
APPROVED:	BLM	

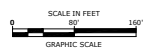
TIF PHASING PLAN

SCALE: AS SHOWN

EXHIBIT A



**DRAFT**



**Proposed Ridgeside Development**

Farmington Associates, LLC

60 Farmington Road  
(Route 11)  
Rochester, NH

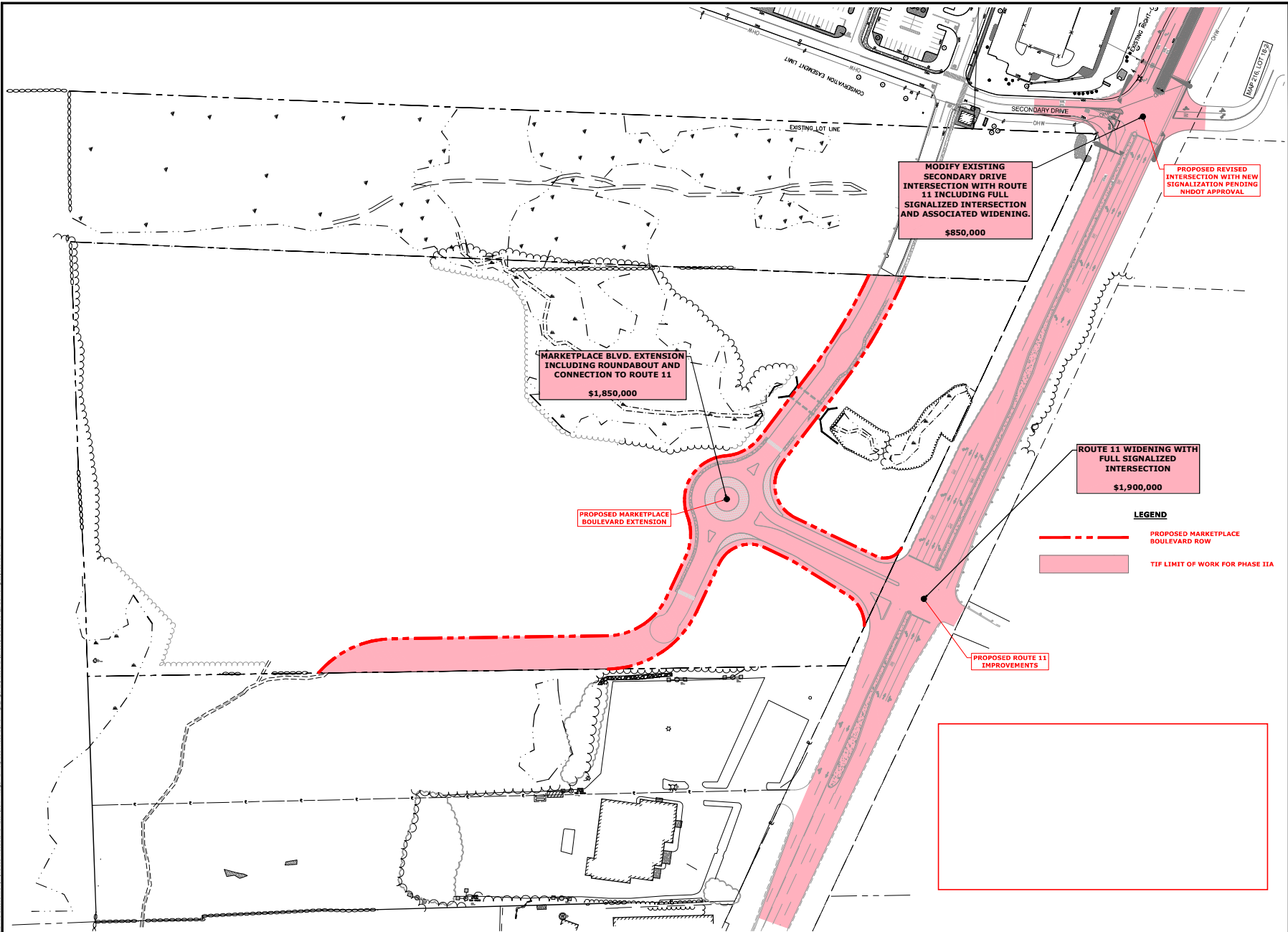
MARK	DATE	DESCRIPTION

PROJECT NO: W5008-004  
DATE: 3/18/2021  
FILE: W5008-004\_DISSN.DWG  
DRAWN BY: CK  
CHECKED: PRC  
APPROVED: BLM

PUBLIC INFRASTRUCTURE IMPROVEMENTS PHASING

SCALE: AS SHOWN

EXHIBIT B-1



Last Save Date: March 18, 2021, 2:27 PM, RJC, CK  
 200 1/8" OVERSHEET (11.000x17.000) APPROXIMATE SHEET 01 OF 01  
 200 1/8" OVERSHEET (11.000x17.000) APPROXIMATE SHEET 01 OF 01



Rochester Ridge Development Action Items for 2021 (2/9/21, revised 3.18.21)

DRAFT

Task	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug
Resolve Market Basket drive/DOT permit					(1)															
Revised TIF and Development Agreement					(2)															
TRG and Planning Board TIF approvals					(3)															
Design and permit of 3 outparcels- Rt 11					(3)															
DPW releases HTA for Boulevard Design					(4)															
HTA design and permitting of TIF items								(5)												
Bidding of TIF package by City																				
City Construction of TIF items																				
Ph 2 site design/permitting-middle																				
Outparcel pad construction and delivery																				
Outparcel building construction																				
Middle site pad prep and delivery																				

3.18.21 revisions shown in red

1. Spoke with DOT on 3/16/21-Concord reviewing, no date provided for completion of review
2. Assume City Council has to vote on this in April
3. Approvals in process
4. Assume DPW releases HTA when Council approves Development Agreement and DOT permit received in April

# FINANCE COMMITTEE

## Agenda Item

**Agenda Item Name:** Non-Union Salary Study by Municipal Resources, Inc. (MRI) & Classification and Compensation Plan

**Date Submitted:** April 7, 2021

**Name of Person Submitting Item:** Katie Ambrose, Deputy City Manager/Director of Finance & Administration

**E-mail Address** [kathryn.ambrose@rochesternh.net](mailto:kathryn.ambrose@rochesternh.net)

**Meeting Date Requested:** April 13, 2021

**Issue Summary Statement:** Review of the Non-Union Salary study performed by Municipal Resources Inc. (MRI) and corresponding Classification & Compensation Plan. Approval of the plan would transfer non-union positions to a merit track system, the wage structure currently adopted in three City collective bargaining agreements. The City Manager has included the funding required to adopt this merit track wage structure as an Issues & Options in the FY22 Proposed Budget.

**Recommended Action:** Recommend approval of Non-union Classification & Compensation Plan to City Council

**REPORT**

**CITY OF ROCHESTER, NEW HAMPSHIRE**

**SALARY MARKET REVIEW**

**27 NON-UNION POSITIONS**

**JANUARY 2021**

**Prepared by:**  
**Municipal Resources, Inc.**  
**66 Main Street, Suite B**  
**Plymouth, NH 03264**  
**603-279-0352**  
[all@mrigov.com](mailto:all@mrigov.com)



# ***REPORT***





---

66 Main Street, Suite B  
Plymouth, NH 03264

119 International Drive  
Portsmouth, NH 03801



---

Telephone: (603) 279-0352  
Toll Free: (866) 501-0352

all@mrgov.com  
www.mrigov.com

## **REPORT**

### **CITY OF ROCHESTER, NEW HAMPSHIRE**

#### **SALARY MARKET REVIEW**

#### **27 NON-UNION POSITIONS**

**JANUARY 2021**

### **INTRODUCTION**

#### **Scope of Services**

The City of Rochester, New Hampshire, engaged Municipal Resources, Inc. (MRI) to conduct a salary market review of 27 non-union positions. Once analyzed recommendations will be made pertaining to updating a Pay and Classification Plan. Changes in classifications will be made as warranted along with pay scale restructure as appropriate. MRI will meet with City Staff to ensure the goals of this study are met. This study was commissioned to re-examine the responsibilities, work performed, and market pay rates for each position included in the study.

### **CLASSIFICATION AND COMPENSATION**

A position classification and compensation plan is an essential and vital component of a comprehensive personnel administration system. The perception that the compensation plan is objective and fair in its assignment of pay to individual positions lends credibility to the City's entire personnel system. The plan represents a systematic, formalized procedure for developing equitable job groupings and equitable compensation levels for all positions.

However, implementation of a position classification and compensation plan should not be viewed as the final step in achieving job equity. The plan must be reviewed on a regular basis to ensure that decisions regarding position requirements and compensation accurately reflect

the City's current service needs, while continuing to maintain the integrity and relevance of the plan.

MRI has reviewed the current job duties and compensation levels for the positions studied. Recommendations have been made that involve updates of the classifications and pay grades. Recommendations for placement of positions within the plan are made along with any potential cost impact.

### **Study Process**

This project included the following steps:

- *Organizational Meetings* with City officials to discuss the goals and objectives of the study.
- *Job Analysis Process* which involved reviewing position duties and responsibilities of some positions utilizing job descriptions.
- Development of a *Classification Plan*. Position assignment to grades based on a system of objective evaluation.
- Thorough *Market Analysis* using comparable municipalities jointly selected by City officials and MRI.
- Several discussions with *City Officials* to review pay policies and draft work products (i.e., comparative data and other related materials).
- Preparation of minimum estimated *Implementation Costs*.
- Provision of guidelines for maintaining the plan.
- Final preparation of *Report* to the City with explanation of recommendations and methodology.

The following documents have been prepared for the City of Rochester, NH:

- Market Data Analysis (Appendix A)
- Proposed FY2021 Classification Plan (Appendix B)
- Proposed FY2021 Compensation Plan (Appendix C)

## EXECUTIVE SUMMARY

### Scope

The study included a review of 27 positions, and market information from comparable communities. This provided analysis of the job duties of each position, as well as the current salary structure.

### Classification and Compensation

Several meetings were conducted with City officials throughout the project. A thorough job analysis process of reviewing responsibilities of all positions was conducted. Job descriptions were reviewed.

A thorough market analysis was conducted utilizing comparable municipalities. Nine communities participated in the survey. Upon analysis of relevant data received, the following municipalities were utilized: Concord, Derry, Keene, Merrimack, Nashua, and Portsmouth. A comparison was made of the average minimum and maximum salaries as well as at the 75<sup>th</sup> percentile for some positions.

The Proposed Classification and Pay Plan includes grades that incorporate a blending of internal equity among positions and the external equity market data, along with other unique qualities that pertain to the City of Rochester.

### The Plan

The proposed Classification and Compensation Plan was developed to provide the City of Rochester with a solid structure to equitably group similar valued positions within a grade. The Pay Plan utilizes an 18-grade plan similar to the current model; however, it now contains 12 steps within each grade level with 2.75% between each step. The range from the minimum to maximum step is now 35%. The current model used for the non-union positions only had a range of 32%. Comparative data was considered to set the grade parameters, while the classification process was also incorporated into the internal assignment of positions to compensation levels. The schedule shows both hourly rates as well as annual salary based on 2080 hours for employees. The pay ranges with steps provide flexibility for hiring and placement levels based on education and experience and allows for flexibility for performance achievements if desired in the future. The Plan with steps also provides more continuity with other pay scale systems the City now has.

A total of fifteen (15) classified positions impacting twenty (20) employees are recommended to be reclassified to a new grade level. The projected cost to implement the proposed plan for a full year is **\$62,690**. All employees were placed on the step where they would receive at least a minimum of 1%. The City will need to compute any additional cost if it desires to place

employees within the grade plan to acknowledge longevity, performance, or other factors it may want to consider in order to address potential compression issues. It is up to the City to determine its ability to pay with regards to implementation of this proposed plan.

### Maintenance/Update

Salary data should be reviewed at least every three years in order to remain competitive with the City's salary structure. Maintenance of the Plan each year should include a cost-of-living increase in order to keep up with inflation.

## PROJECT REPORT

### Details of the Methodology

In Rochester, the evaluation of job descriptions and compensation levels was undertaken for all employees included in the study. At the same time, salary data from municipalities comparable to the City was gathered and analyzed for as many positions as possible. Some of the factors reviewed in determining appropriate comparable communities included items such as population, form of government, equalized valuation per capita, size of budget, income per capita, location, etc. A total of nine comparable municipalities participated in the survey, however, data is being utilized from the following municipalities as being most relevant:

Concord  
Derry  
Keene  
Merrimack  
Nashua  
Portsmouth

## CLASSIFYING AND COMPENSATING POSITIONS

### The Classification Plan

It is important to consider the objectives of (1) **Job Analysis** and (2) **Job Evaluation** when reviewing the proposed classification plan. Building the classification plan to incorporate it within the current plan involved both job analysis and job evaluation.

Of critical importance in the process of reviewing jobs are the inherent job factors and the skills or quality of work required of the position. A thorough **Job Analysis** produces, in general, five kinds of basic information to aid in this process:

1. Information about the *nature of work* (e.g., essential functions and purpose/objective of the position)
2. The *level of work* (e.g., degree of complexity and accountability)
3. *Job requirements* (e.g., the knowledge, skills, abilities, and other special requirements/characteristics needed to perform the job)
4. *Job qualifications* (e.g., minimum education, training, and experience needed to qualify)
5. *Working conditions* (e.g., the psychological, emotional, and physical demands placed on employees by the work environment)

**Job Evaluation** is a process that establishes the relative value of jobs within an organization. There may be several reasons for carrying out this process. The main ones are: (1) to establish the correct rank order or groupings of jobs, (2) to establish the relative distance between jobs within the ranking, and (3) to provide an objective measurement of job size for comparison with other jobs and enable salary comparisons to be made.

Job evaluation is the process whereby positions are analyzed, measured, and compared against a common set of criteria in a systematic and objective manner. Job evaluation does not produce a rate of pay. Rather, it produces a ranking of jobs in terms of “job content”, around which a salary structure can be established. Similarly, the evaluation process does not measure an individual’s performance. The evaluation looks at the job, not the job holder; it assumes that the job is being performed to a fully acceptable standard and that all the identified requirements of a job are being met.

### **Market Survey and the Compensation Plan**

Municipal Resources, Inc. conducted a thorough salary survey and market analysis to determine the market competitiveness for positions included in this study. To measure the pay rates among competitors for these positions, MRI distributed custom survey documents to comparable municipalities, identified above. The summary and results of the survey is provided in Appendix A.

All the comparative data is FY-21 information and detailed on the survey charts. For each position analyzed, data points were collected from the labor market. The data points indicate the amount of salary information for each position surveyed. In some instances: (1) the municipality did not have a comparable position; or (2) the consultants determined that the position was not comparable to the position in Rochester. MRI used professional discretionary judgment when comparing positions to the comparable data. While this market analysis and

information provides the City with benchmark salary data to set the parameters for compensation decisions, the client must also consider the “uniqueness” of certain positions in the organization, as well as the City’s ability to pay. The following is the analysis definitions for the data collected and presented in the charts.

- All comparative market data collected is FY-21 salary and wage information.
- Certain salary/wage data collected has been pro-rated to hourly for comparative purposes only. Certain salary/wage data collected has been annualized for comparative purposes only.
- For each position analyzed, data points are collected from the labor market. The **Data Points** indicate the amount of salary information for each position surveyed. In other words, the number of communities/schools that reported data for a particular position.
- In each cell, the top number indicates the minimum salary the community pays, and the bottom number indicates the maximum salary the community pays.
- The **Average** is the sum of the survey readings divided by the number of the municipalities reporting. The **Average** shows the average minimum salary among the comparables over the average maximum salary/wage among the comparables.
- The **Range** shows the lowest minimum salary among the comparable communities and highest maximum salary among the comparables.
- In an array of survey readings, sorted from low to high, this is the reading that is at the mid-point or middle of the data, indicating that 50% of survey participants pay at or below this salary rate. The **Median** shows the midpoint of the minimum salary among the comparable communities and the midpoint of the maximum salary among the comparable communities.
- The **75th Percentile** shows the 75<sup>th</sup> percentile of minimum and 75<sup>th</sup> percentile of maximum. The percentile rank looks at the array of data points and gives each data point a percentile rank, where the lowest data point is 0% and the highest data point is 100%. In an array of survey readings, sorted from low to high, this indicates that 75% of the surveyed market pays at or below this salary rate.
- In some instances: (1) the municipality did not have a comparable position; (2) the consultants determined that the position was not comparable; or (3) the information was not made available to the consultants.

## Description of Compensation and Classification Plans

Setting the rates of pay for jobs on the position hierarchy results in what is called a “pay structure”. When reviewing or developing pay rates, several major policy decisions need to be made. For example: How should the City pay level relate to the market? For what does the City want to pay (i.e., job content, seniority, performance, cost of living, etc.)? How does the City currently pay its employees? The resulting compensation plan should reflect the City’s pay policies, the marketplace, internal job values, and the financial ability of the City to pay at a given level. These are all questions that Rochester should consider when reviewing the current structure along with discussing any new structures or position changes.

The proposed Classification and Compensation Plans are presented in Appendices A and B. Pay ranges were set for groups of positions which the consultants determined should be paid equally. The Pay Plan utilizes an 18- grade plan similar to the current model; however, it now contains 12 steps within each grade level with 2.75% between each step. The range from minimum to maximum in each grade level is 35% which is an increase from the current system which is 32%. This provides more growth and is more competitive and in line with current trends. Comparative data was considered to set the grade parameters, while the classification process was incorporated in the internal assignment of positions to compensation levels.

Ideally, when salaries of positions fall within 10% of the average range of comparable communities, it is an indication that pay ranges are fairly equitable. This is a factor that was evaluated by the consultants when preparing a new system. Some positions were viewed at the 75% percentile based on the uniqueness of competitiveness in certain categories.

Pay ranges with steps are in place in order to provide City officials with more flexibility for hiring and placement levels based on education and experience and allows for flexibility for performance achievements if desired. In general, the pay ranges on the proposed salary schedule were developed utilizing the average market salaries for most positions. The schedule shows both the hourly rates and annual salary based on 2080 hours for employees.

This is a base salary plan and does not include compensation for longevity, special pay, benefits, or other compensation. Each employee was placed on a step within the proposed grade level for their position that would not be less than their current pay rate and at least a one-percent increase. The projected cost to implement the proposed plan for a full year is \$62,690. There are fifteen (15) reclassifications of positions involving twenty (20) employees proposed. The City will compute any additional cost to address possible compression issues as a result of longevity or may consider performance or other components.

## **IMPLEMENTATION AND OTHER RECOMMENDATIONS**

The following sections are intended to assist and guide the City of Rochester in implementing the proposed classification and compensation plans. Successful implementation will require a concerted effort by City officials and employees to make equitable judgments in a consistent and objective manner.

### **Initial Placements for Current Employees**

The placement of two or more positions on a certain grade represents a judgment that those positions should be compensated comparably within the grade level proposed. The range is similar to a scale providing Rochester with the opportunity to make distinctions between employees (not positions) based upon established criteria applied consistently. These criteria might include special abilities, experience, longevity, and/or any other factors determined by the City.

### **Reclassifications**

The following positions are recommended to be reclassified as a result of the analysis:

<b>Position Title</b>	<b>Current Grade</b>	<b>Proposed Grade</b>
Custodian	3	4
Legal Assistant I	4	6
Legal Assistant II	6	8
Victim/Witness Advocate	6	8
Library Emerging Technologies Specialist	7	8
Payroll/Human Resource Specialist	7	9
Executive Secretary	8	9
Accountant I	9A	10
Public Information Manager	10	11
Accountant II	11	12



<b>Position Title</b>	<b>Current Grade</b>	<b>Proposed Grade</b>
Deputy Chief Information Officer	13	14
Human Resource Manager	14	15
Police Captain	14	15
Deputy City Attorney	15	16
Chief Information Officer	16	17

**Salaries Below Pay Range**

If the salary of an employee is below the minimum of the grade level at the time of implementation, every effort should be made to bring it into the range. At the time of this study, MRI has found three employees that are below the minimum within the grade proposed. The employees have been placed on step 1 of the appropriate grade level.

**Salaries Above Pay Range**

To maintain morale and a sense of fairness, MRI recommends Rochester not reduce the compensation level of any current employee. If an employee’s current salary falls above the upper limit of the recommended grade range, the City should maintain the employee’s salary above the maximum for the grade until the employee retires or separates from the City. This is called “red-lining” a position. New employees can be hired at the appropriate lower pay. Currently, no employees fall within this category. MRI recommends a single administrative policy be adopted and subsequently applied in all cases. There may be other reasons specific employees fall above the pay range, such as having additional responsibilities they were compensated for, or possess unique additional qualifications the City believes is necessary. However, most communities will not grant an increase to an employee’s base salary once he or she has reached the maximum level of the salary range, only a COLA adjustment. Most communities adhere to the range maximums and do not permit employee salaries to extend beyond the maximums. Rochester should also continue to grant cost-of-living increases to those employees who have reached maximum level within the grade range. At the time of the study none of the employees included in this study are above the new pay step 12. There are, however, two employees that are placed in step 12.

**Vacancies**

When a vacancy develops, it is a good time to automatically review the position. This may involve a job analysis and updating the job description and reviewing the market for the particular position.

## **Update and Maintain the Classification and Compensation Plans**

The City should maintain and update the classification and compensation plan. This would include the following tasks:

- Conduct regular position reviews to assure positions have current functional job descriptions that are based on job content.
- Conduct job analysis of new positions to assure these positions are properly assigned to a grade.
- Review positions to ensure internal equity in relationship to other City classifications.
- Conduct periodic salary surveys (every three years) to ensure market competitiveness.

## **Implementation of Pay Plan**

Our study results indicate that for the City of Rochester to maintain a competitive edge with the market and retain qualified employees, the proposed salary schedule should be considered for implementation. MRI received sufficient and extensive data for this analysis and the findings are valid.

## **Cost-of-Living (COLA)**

If a cost-of-living percentage increase is granted annually, in the future it should be applied to the entire salary schedule and updated. This raises the compensation rates for the entire pay plan equal to changes to the cost-of-living. This COLA can be determined by the CPI (Consumer Price Index) or what surrounding communities are implementing for an annual cost of living.

## **CONCLUSION**

The City of Rochester's compensation program for non-union positions has fallen somewhat behind the municipal labor market. This is evident in the data and analysis included in this report, as 56% of the positions are recommended to be reclassified.

MRI received sufficient and extensive data for this analysis and is confident in the market results.

Market surveys should be conducted every three years. The proposed classification and compensation plan should be viewed as only one step in the development of a total compensation program. The methodology will be of assistance in furnishing improved tools and guidance to management personnel. Ensuring that job descriptions, salary, and classification plans are regularly reviewed and have valid methodologies will ultimately improve the management of compensation for all positions.

Since both the City of Rochester and the labor market are active and subject to constant change, it should not be expected that this plan will provide solutions to all salary problems, nor will it eliminate the need for mature judgment in the administration of salaries. It does, however, provide a framework within which most salary matters can be handled.

Municipal Resources, Inc. has provided the City of Rochester with the methodology and guidelines to maintain the classification and compensation plans with the non-union positions. The new Pay Plan with a step system provides more continuity among other City pay scales. Used together, job evaluation and salary surveys equip Rochester with the information needed to maintain a sound and consistent pay structure. Thus, the employees are assured of being compensated on an equitable basis compared with their internal colleagues in the organization and are assured that their compensation is on par with external competitors.

Please review the attached key documents to this report.

### **DISCLAIMER**

Although every effort has been made to ensure the accuracy and completeness of this report, Municipal Resources, Inc. cannot be responsible for any errors of positions, salaries, and wages of other organizations; positions and salaries are always changing. Nor can we be responsible for the changes in any laws or regulations that may affect the positions studied.

# ***APPENDIX A***



## ROCHESTER, NH FY21 MARKET DATA REPORT

Line	Position Title	FY21 Rochester	Concord	Derry	Keene	Merrimack	Nashua	Portsmouth		Comp Data Points	75th percentile of Market	Comp Lo-Hi Range	Comp Median	Comp Average	% Rochester Higher/Lower than Comp Ave
1	Accountant I	24.80			26.11	24.81	19.73	28.28		4	26.65	19.73	25.46	24.73	0.3%
		32.79			32.54	35.19	31.74	36.00		4	35.39	36.00	33.87	33.87	-3.3%
2	Accountant II	28.92	24.00	30.19	32.54		27.47	29.53		5	30.19	24.00	29.53	28.75	0.6%
		38.25	34.79	39.32	40.55		44.39	37.62		5	40.55	44.39	39.32	39.33	-2.8%
3	Chief Information Officer	42.49	41.34	39.56	50.54	33.74	46.97			5	46.97	33.74	41.34	42.43	0.1%
		56.21	58.40	51.47	62.98	47.43	61.83			5	61.83	62.98	58.40	56.42	-0.4%
4	Chief of Police	49.55	45.64	51.36	49.51	43.57	75.41	57.18		6	55.73	43.57	50.44	53.78	-8.5%
		65.54	62.90	66.77	61.70	60.35	75.41	72.85		6	71.33	75.41	64.84	66.66	-1.7%
5	City Attorney	49.55	50.38		57.28		51.65	49.50		4	53.06	49.50	51.02	52.20	-5.4%
		65.54	67.74		71.38		67.86	63.07		4	68.74	71.38	67.80	67.51	-3.0%
6	Community Center Attendant	14.47	9.18					12.25		2	11.48	9.18	10.72	10.72	26.0%
		19.14	10.76					12.50		2	12.07	12.50	11.63	11.63	39.2%
7	Custodian	15.63	13.95	17.71	16.50	15.66	12.89	18.95		6	17.41	12.89	16.08	15.94	-2.0%
		20.68	20.13	22.45	19.64	22.51	20.73	22.06		6	22.35	22.51	21.39	21.25	-2.8%
8	Deputy Chief Information Officer	33.73	33.94	33.10	44.29	21.28	32.46	35.83		6	35.36	21.28	33.52	33.48	0.7%
		44.60	49.14	43.02	55.19	30.32	42.73	45.65		6	48.27	55.19	44.34	44.34	0.6%
9	Deputy City Attorney	39.34					46.97	43.48		2	46.10	43.48	45.23	45.23	-15.0%
		52.04					61.83	55.40		2	60.22	61.83	58.62	58.62	-12.6%
10	Deputy City Manager - Finance & Administration	49.55	55.59	48.92		43.57		57.18		4	55.99	43.57	52.26	51.32	-3.6%
		65.54	72.95	63.58		60.83		72.85		4	72.88	72.95	68.22	67.55	-3.1%
11	Deputy Finance Director/Deputy Treasurer	36.43	41.34			33.74	34.37	41.43		4	41.36	33.74	37.86	37.72	-3.5%
		48.18	58.40			47.43	45.24	52.78		4	54.19	58.40	50.11	50.96	-5.8%
12	Deputy Police Chief	42.49	41.34			39.33		47.15		3	44.25	39.33	41.34	42.61	-0.3%
		56.21	58.40			55.07		60.07		3	59.24	60.07	58.40	57.85	-2.9%
13	Director of City Services	49.55	45.64	51.36	49.51	43.57	53.46	51.86		6	51.74	43.57	50.44	49.23	0.6%
		65.54	62.90	66.77	61.70	60.83	70.38	66.08		6	66.60	70.38	64.49	64.78	1.2%
14	Executive Assistant	24.80	22.85	26.50		22.40	22.91	29.53		5	26.50	22.40	22.91	24.84	-0.2%
		32.79	34.79	34.46		31.86	30.16	37.82		5	34.79	37.82	34.46	33.82	-3.1%
15	Executive Secretary	22.97		25.17	26.11	21.28		26.81		4	26.29	21.28	25.64	24.84	-8.2%
		30.38		32.70	32.54	30.32		34.16		4	33.07	34.16	32.62	32.43	-6.7%
16	Fire Chief	49.55	45.64	51.36	49.51	43.57	53.46	54.45		6	52.94	43.57	50.44	49.67	-0.2%
		65.54	62.90	66.77	61.70	60.83	70.38	69.38		6	68.73	70.38	64.84	65.33	0.3%
17	Human Resource Manager	36.43	41.34	42.76	46.28	33.74	30.56	47.94		6	45.40	30.56	42.05	40.44	-11.0%
		48.18	58.40	56.58	57.67	47.43	40.21	61.08		6	58.22	61.08	57.13	53.56	-11.2%

## ROCHESTER, NH FY21 MARKET DATA REPORT

Line	Position Title	FY21 Rochester	Concord	Derry	Keene	Merrimack	Nashua	Portsmouth	Comp Data Points	75th percentile of Market	Comp Lo-Hi Range	Comp Median	Comp Average	% Rochester Higher/Lower than Comp Ave
18	Legal Assistant I	16.88		18.65		17.21	21.00	17.33	4	19.24	17.21	17.99	18.55	-9.9%
		22.33		25.70		24.25	27.64	22.18	4	26.19	27.64	24.98	24.94	-11.7%
19	Legal Assistant II	19.69	25.21		26.11		21.00	20.10	4	25.44	20.10	23.11	23.11	-17.3%
		26.07	36.59		32.54		27.64	24.01	4	33.55	36.59	30.09	30.20	-15.8%
20	Library Emerging Technologies Specialist	21.27		20.85			20.22	17.33	3	20.54	17.33	20.22	19.47	8.5%
		28.14		27.19			26.91	22.18	3	27.05	27.19	26.91	25.43	9.6%
21	Library Page	11.13	13.93	10.50			10.39	9.00	4	11.36	9.00	10.45	10.96	1.6%
		14.74	20.13	13.69			10.39	9.00	4	15.30	20.13	12.04	13.30	9.8%
22	Payroll/Human Resource Specialist	21.27	22.85	23.24		20.22	22.91	29.53	5	23.24	20.22	22.91	23.75	-11.7%
		28.14	34.79	30.23		28.85	30.16	37.62	5	34.79	37.62	30.23	32.33	-14.9%
23	Police Captain	36.43	38.04	46.98	43.39	46.72	61.20	47.17	6	47.12	38.04	46.85	47.25	-29.7%
		48.18	49.25	61.09	54.07	46.72	61.20	50.08	6	59.34	61.20	52.08	53.74	-11.5%
24	Police Lieutenant	33.73	31.41	44.04	35.89	41.46	51.89	43.22	6	43.84	31.41	42.34	41.32	-22.5%
		44.60	40.98	47.64	45.16	41.46	51.89	45.88	6	47.20	51.89	45.52	45.50	-2.0%
25	Public Information & Community Engagement Manager	26.78	26.50				22.91	29.53	3	28.02	22.91	26.50	26.31	1.7%
		35.42	38.39				30.16	36.89	3	37.64	38.39	36.89	35.15	0.8%
26	Solutions Architect	31.23	30.72		37.14		34.37	35.83	4	36.16		35.10	34.52	-10.5%
		41.32	44.52		46.28		45.24	45.65	4	45.81		45.45	45.42	-9.9%
27	Victim/Witness Advocate	19.69	19.65				21.99	22.19	3	22.09	19.65	21.99	21.28	-8.1%
		26.07	28.47				33.44	28.27	3	30.96	33.44	28.47	30.06	-15.3%

# ***APPENDIX B***

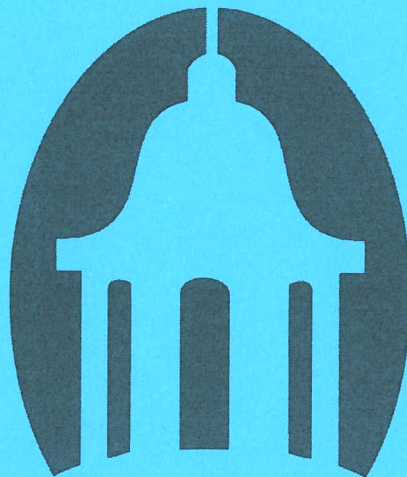


**ROCHESTER NH Non Union Proposed  
Classification Schedule -FY2021**

Grade/Position Title
1
Library Page
2
No Positions Assigned
3
Community Center Attendant
4
Custodian
5
No Positions Assigned
6
Legal Assistant I
7
No Positions Assigned
8
Legal Assistant II
Library Emerging Technologies Specialist
Victim/Witness Advocate
9
Executive Secretary
Payroll/Human Resource Specialist
10
Accountant I
Executive Assistant
11
Public Information & Community Engagement Manager
12
Accountant II
Police Sergeant
13
Police Lieutenant
Solutions Architect
14
Deputy Chief Information Officer
Deputy Finance Director/Deputy Treasurer
15
Human Resource Manager
Police Captain
16
Deputy City Attorney
Deputy Police Chief
17
Chief Information Officer
18
Chief of Police
City Attorney
Deputy City Manager - Finance & Administration
Director of City Services
Fire Chief



# ***APPENDIX C***



**Municipal  
Resources  
Inc.**

# ROCHESTER, NH PROPOSED NON-UNION PAY PLAN FY2021

Beginning Hry Rate=	11.13
Percent between steps=	2.75

	GRADE		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	1	Hourly	11.13	11.44	11.75	12.07	12.40	12.74	13.09	13.45	13.82	14.20	14.59	14.99
		Annual (2080 hrs)	23,150.40	23,795.20	24,440.00	25,105.60	25,792.00	26,499.20	27,227.20	27,976.00	28,745.60	29,536.00	30,347.20	31,179.20
13	2	Hourly	12.58	12.93	13.29	13.66	14.04	14.43	14.83	15.24	15.66	16.09	16.53	16.98
		Annual (2080 hrs)	26,166.40	26,894.40	27,643.20	28,412.80	29,203.20	30,014.40	30,846.40	31,699.20	32,572.80	33,467.20	34,382.40	35,318.40
13	3	Hourly	14.22	14.61	15.01	15.42	15.84	16.28	16.73	17.19	17.66	18.15	18.65	19.16
		Annual (2080 hrs)	29,577.60	30,388.80	31,220.80	32,073.60	32,947.20	33,862.40	34,798.40	35,755.20	36,732.80	37,752.00	38,792.00	39,852.80
10	4	Hourly	15.64	16.07	16.51	16.96	17.43	17.91	18.40	18.91	19.43	19.96	20.51	21.07
		Annual (2080 hrs)	32,531.20	33,425.60	34,340.80	35,276.80	36,254.40	37,252.80	38,272.00	39,332.80	40,414.40	41,516.80	42,660.80	43,825.60
10	5	Hourly	17.20	17.67	18.16	18.66	19.17	19.70	20.24	20.80	21.37	21.96	22.56	23.18
		Annual (2080 hrs)	35,776.00	36,753.60	37,772.80	38,812.80	39,873.60	40,976.00	42,099.20	43,264.00	44,449.60	45,676.80	46,924.80	48,214.40
10	6	Hourly	18.92	19.44	19.97	20.52	21.08	21.66	22.26	22.87	23.50	24.15	24.81	25.49
		Annual (2080 hrs)	39,353.60	40,435.20	41,537.60	42,681.60	43,846.40	45,052.80	46,300.80	47,569.60	48,880.00	50,232.00	51,604.80	53,019.20
10	7	Hourly	20.81	21.38	21.97	22.57	23.19	23.83	24.49	25.16	25.85	26.56	27.29	28.04
		Annual (2080 hrs)	43,284.80	44,470.40	45,697.60	46,945.60	48,235.20	49,566.40	50,939.20	52,332.80	53,768.00	55,244.80	56,763.20	58,323.20
6	8	Hourly	22.06	22.67	23.29	23.93	24.59	25.27	25.96	26.67	27.40	28.15	28.92	29.72
		Annual (2080 hrs)	45,884.80	47,153.60	48,443.20	49,774.40	51,147.20	52,561.60	53,996.80	55,473.60	56,992.00	58,552.00	60,153.60	61,817.60
6	9	Hourly	23.38	24.02	24.68	25.36	26.06	26.78	27.52	28.28	29.06	29.86	30.68	31.52
		Annual (2080 hrs)	48,630.40	49,961.60	51,334.40	52,748.80	54,204.80	55,702.40	57,241.60	58,822.40	60,444.80	62,108.80	63,814.40	65,561.60
6	10	Hourly	24.78	25.46	26.16	26.88	27.62	28.38	29.16	29.96	30.78	31.63	32.50	33.39
		Annual (2080 hrs)	51,542.40	52,956.80	54,412.80	55,910.40	57,449.60	59,030.40	60,652.80	62,316.80	64,022.40	65,790.40	67,600.00	69,451.20
8	11	Hourly	26.76	27.50	28.26	29.04	29.84	30.66	31.50	32.37	33.26	34.17	35.11	36.08
		Annual (2080 hrs)	55,660.80	57,200.00	58,780.80	60,403.20	62,067.20	63,772.80	65,520.00	67,329.60	69,180.80	71,073.60	73,028.80	75,046.40
12	12	Hourly	29.97	30.79	31.64	32.51	33.40	34.32	35.26	36.23	37.23	38.25	39.30	40.38
		Annual (2080 hrs)	62,337.60	64,043.20	65,811.20	67,620.80	69,472.00	71,385.60	73,340.80	75,358.40	77,438.40	79,560.00	81,744.00	83,990.40
12	13	Hourly	33.57	34.49	35.44	36.41	37.41	38.44	39.50	40.59	41.71	42.86	44.04	45.25
		Annual (2080 hrs)	69,825.60	71,739.20	73,715.20	75,732.80	77,812.80	79,955.20	82,160.00	84,427.20	86,756.80	89,148.80	91,603.20	94,120.00

## ROCHESTER, NH PROPOSED NON-UNION PAY PLAN FY2021

Beginning Hry Rate=	11.13
Percent between steps=	2.75

	GRADE		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
8	14	Hourly	36.26	37.26	38.28	39.33	40.41	41.52	42.66	43.83	45.04	46.28	47.55	48.86
		Annual (2080 hrs)	75,420.80	77,500.80	79,622.40	81,806.40	84,052.80	86,361.60	88,732.80	91,166.40	93,683.20	96,262.40	98,904.00	101,628.80
8	15	Hourly	39.16	40.24	41.35	42.49	43.66	44.86	46.09	47.36	48.66	50.00	51.38	52.79
		Annual (2080 hrs)	81,452.80	83,699.20	86,008.00	88,379.20	90,812.80	93,308.80	95,867.20	98,508.80	101,212.80	104,000.00	106,870.40	109,803.20
8	16	Hourly	42.29	43.45	44.64	45.87	47.13	48.43	49.76	51.13	52.54	53.98	55.46	56.99
		Annual (2080 hrs)	87,963.20	90,376.00	92,851.20	95,409.60	98,030.40	100,734.40	103,500.80	106,350.40	109,283.20	112,278.40	115,356.80	118,539.20
8	17	Hourly	45.67	46.93	48.22	49.55	50.91	52.31	53.75	55.23	56.75	58.31	59.91	61.56
		Annual (2080 hrs)	94,993.60	97,614.40	100,297.60	103,064.00	105,892.80	108,804.80	111,800.00	114,878.40	118,040.00	121,284.80	124,612.80	128,044.80
8	18	Hourly	49.32	50.68	52.07	53.50	54.97	56.48	58.03	59.63	61.27	62.95	64.68	66.46
		Annual (2080 hrs)	102,585.60	105,414.40	108,305.60	111,280.00	114,337.60	117,478.40	120,702.40	124,030.40	127,441.60	130,936.00	134,534.40	138,236.80

Position Title	FY21 Rochester	Concord	Derry	Keene	Merrimack	Nashua	Portsmouth		Comp Data Points	75th percentile of Market	Comp Lo-Hi Range	Comp Median	Comp Average	% Rochester Higher/Lower than Comp Ave
Accountant I	24.80 32.79			26.11 32.54	24.81 35.19	19.73 31.74	28.28 36.00		4 4	26.65 35.39	19.73 36.00	25.46 33.87	24.73 33.87	0.3% -3.3%
Accountant II	28.92 38.25	24.00 34.79	30.19 39.32	32.54 40.55		27.47 44.39	29.53 37.62		5 5	30.19 40.55	24.00 44.39	29.53 39.32	28.75 39.33	0.6% -2.8%
Chief Information Officer	42.49 56.21	41.34 58.40	39.56 51.47	50.54 62.98	33.74 47.43	46.97 61.83			5 5	46.97 61.83	33.74 62.98	41.34 58.40	42.43 56.42	0.1% -0.4%
Chief of Police	49.55 65.54	45.64 62.90	51.36 66.77	49.51 61.70	43.57 60.35	75.41 75.41	57.18 72.85		6 6	55.73 71.33	43.57 75.41	50.44 64.84	53.78 66.66	-8.5% -1.7%
City Attorney	49.55 65.54	50.38 67.74		57.28 71.38		51.65 67.86	49.50 63.07		4 4	53.06 68.74	49.50 71.38	51.02 67.80	52.20 67.51	-5.4% -3.0%
Community Center Attendant	14.47 19.14	9.18 10.76					12.25 12.50		2 2	11.48 12.07	9.18 12.50	10.72 11.63	10.72 11.63	26.0% 39.2%
Custodian	15.63 20.68	13.95 20.13	17.71 22.45	16.50 19.64	15.66 22.51	12.89 20.73	18.95 22.06		6 6	17.41 22.35	12.89 22.51	16.08 21.39	15.94 21.25	-2.0% -2.8%
Deputy Chief Information Officer	33.73 44.60	33.94 49.14	33.10 43.02	44.29 55.19	21.28 30.32	32.46 42.73	35.83 45.65		6 6	35.36 48.27	21.28 55.19	33.52 44.34	33.48 44.34	0.7% 0.6%
Deputy City Attorney	39.34 52.04					46.97 61.83	43.48 55.40		2 2	46.10 60.22	43.48 61.83	45.23 58.62	45.23 58.62	-15.0% -12.6%
Deputy City Manager - Finance & Administration	49.55 65.54	55.59 72.95	48.92 63.58		43.57 60.83		57.18 72.85		4 4	55.99 72.88	43.57 72.95	52.26 68.22	51.32 67.55	-3.6% -3.1%
Deputy Finance Director/Deputy Treasurer	36.43 48.18	41.34 58.40			33.74 47.43	34.37 45.24	41.43 52.78		4 4	41.36 54.19	33.74 58.40	37.86 50.11	37.72 50.96	-3.5% -5.8%
Deputy Police Chief	42.49 56.21	41.34 58.40			39.33 55.07		47.15 60.07		3 3	44.25 59.24	39.33 60.07	41.34 58.40	42.61 57.85	-0.3% -2.9%
Director of City Services	49.55 65.54	45.64 62.90	51.36 66.77	49.51 61.70	43.57 60.83	53.46 70.38	51.86 66.08		6 6	51.74 66.60	43.57 70.38	50.44 64.49	49.23 64.78	0.6% 1.2%
Executive Assistant	24.80 32.79	22.85 34.79	26.50 34.46		22.40 31.86	22.91 30.16	29.53 37.82		5 5	26.50 34.79	22.40 37.82	22.91 34.46	24.84 33.82	-0.2% -3.1%
Executive Secretary	22.97 30.38		25.17 32.70	26.11 32.54	21.28 30.32		26.81 34.16		4 4	26.29 33.07	21.28 34.16	25.64 32.62	24.84 32.43	-8.2% -6.7%
Fire Chief	49.55 65.54	45.64 62.90	51.36 66.77	49.51 61.70	43.57 60.83	53.46 70.38	54.45 69.38		6 6	52.94 68.73	43.57 70.38	50.44 64.84	49.67 65.33	-0.2% 0.3%
Human Resource Manager	36.43 48.18	41.34 58.40	42.76 56.58	46.28 57.67	33.74 47.43	30.56 40.21	47.94 61.08		6 6	45.40 58.22	30.56 61.08	42.05 57.13	40.44 53.56	-11.0% -11.2%
Legal Assistant I	16.88 22.33		18.65 25.70		17.21 24.25	21.00 27.64	17.33 22.18		4 4	19.24 26.19	17.21 27.64	17.99 24.98	18.55 24.94	-9.9% -11.7%
Legal Assistant II	19.69 26.07	25.21 36.59		26.11 32.54		21.00 27.64	20.10 24.01		4 4	25.44 33.55	20.10 36.59	23.11 30.09	23.11 30.20	-17.3% -15.8%
Library Emerging Technologies Specialist	21.27 28.14		20.85 27.19			20.22 26.91	17.33 22.18		3 3	20.54 27.05	17.33 27.19	20.22 26.91	19.47 25.43	8.5% 9.6%
Library Page	11.13 14.74	13.93 20.13	10.50 13.69			10.39 10.39	9.00 9.00		4 4	11.36 15.30	9.00 20.13	10.45 12.04	10.96 13.30	1.6% 9.8%
Specialist	21.27 28.14	22.85 34.79	23.24 30.23		20.22 28.85	22.91 30.16	29.53 37.62		5 5	23.24 34.79	20.22 37.62	22.91 30.23	23.75 32.33	-11.7% -14.9%
Police Captain	36.43 48.18	38.04 49.25	46.98 61.09	43.39 54.07	46.72 46.72	61.20 61.20	47.17 50.08		6 6	47.12 59.34	38.04 61.20	46.85 52.08	47.25 53.74	-29.7% -11.5%
Police Lieutenant	33.73 44.60	31.41 40.98	44.04 47.64	35.89 45.16	41.46 41.46	51.89 51.89	43.22 45.88		6 6	43.84 47.20	31.41 51.89	42.34 45.52	41.32 45.50	-22.5% -2.0%
Public Information & Community Engagement Manager	26.78 35.42	26.50 38.39				22.91 30.16	29.53 36.89		3 3	28.02 37.64	22.91 38.39	26.50 36.89	26.31 35.15	1.7% 0.8%
Solutions Architect	31.23 41.32	30.72 44.52		37.14 46.28		34.37 45.24	35.83 45.65		4 4	36.16 45.81		35.10 45.45	34.52 45.42	-10.5% -9.9%
Victim/Witness Advocate	19.69 26.07	19.65 28.47				21.99 33.44	22.19 28.27		3 3	22.09 30.96	19.65 33.44	21.99 28.47	21.28 30.06	-8.1% -15.3%

<b>Grade</b>	<b>FY21 MIN</b>	<b>FY21 MAX</b>	<b>Proposed</b>	<b>PROP MIN</b>	<b>PROP MAX</b>	<b>CLASSIFICATION</b>
<b>1</b>	11.13	14.74	<b>1</b>	11.13	14.99	Library Page
<b>2</b>	14.47	19.14	<b>3</b>	14.22	19.16	Community Center Attendant
<b>3</b>	15.63	20.68	<b>4</b>	15.64	21.07	Custodian (part-time)
<b>4</b>	16.88	22.33	<b>6</b>	18.92	25.49	Legal Assistant I
<b>5</b>	<del>18.23</del>	24.12				Lead Custodian (inactive position)
<b>6</b>	19.69	26.07	<b>8</b>	22.06	29.72	Legal Assistant II
<b>6</b>	19.69	26.07	<b>8</b>	22.06	29.72	Victim/Witness Advocate
<b>7</b>	<del>21.27</del>	28.14				Financial Analyst (inactive position)
<b>7</b>	21.27	28.14	<b>8</b>	22.06	29.72	Library Emerging Technologies Specialist
<b>7</b>	21.27	28.14	<b>9</b>	23.38	31.52	Payroll/Human Resource Specialist
<b>8</b>	22.97	30.38	<b>9</b>	23.38	31.52	Executive Secretary
<b>9</b>	24.80	32.79	<b>10</b>	24.78	33.39	Accountant I
<b>9</b>	24.80	32.79	<b>10</b>	24.78	33.39	Executive Assistant
<b>10</b>	<del>26.78</del>	35.42				Senior Executive Assistant (inactive position)
<b>10</b>	26.78	35.42	<b>11</b>	26.76	36.08	Public Information & Community Engagement Manager
<b>11</b>	<del>28.92</del>	38.25				DPW Operations Manager (inactive position)
<b>11</b>	28.92	38.25	<b>12</b>	29.97	40.38	Accountant II
<b>11</b>	28.92	38.25	<b>11</b>	26.76	36.08	Assistant Director of Economic Development
<b>12</b>	31.23	41.32	<b>13</b>	33.57	45.25	Solutions Architect
<b>13</b>	33.73	44.60	<b>14</b>	36.26	48.86	Deputy Chief Information Officer (CIO)
<b>13</b>	<del>33.73</del>	44.60	<b>13</b>	33.57	45.25	Lieutenant Prosecutor (inactive position)
<b>13</b>	33.73	44.60	<b>13</b>	33.73	44.60	Police Lieutenant
<b>13</b>	<del>33.73</del>	44.60				Police Prosecuting Attorney (inactive)
<b>14</b>	36.43	48.18	<b>15</b>	39.16	52.79	Human Resource Manager
<b>14</b>	36.43	48.18	<b>14</b>	36.26	48.86	Deputy Finance Director/Deputy Treasurer
<b>14</b>	36.43	48.18	<b>14</b>	36.43	48.18	Police Captain
<b>15</b>	39.34	52.04	<b>16</b>	42.29	56.99	Deputy City Attorney
<b>16</b>	42.49	56.21	<b>17</b>	45.67	61.56	Chief Information Officer (CIO)
	<del>42.49</del>	56.21	<b>16</b>	42.49	56.21	Deputy Police Chief
<b>17</b>	45.89	60.71	<b>17</b>	45.67	61.56	Director of Finance (inactive position)
<b>18</b>	49.55	65.54	<b>18</b>	49.32	66.46	Fire Chief
<b>18</b>	49.55	65.54	<b>18</b>	49.55	65.54	Chief of Police
<b>18</b>	49.55	65.54	<b>18</b>	49.32	66.46	City Attorney
<b>18</b>	49.55	65.54	<b>18</b>	49.32	66.46	Deputy City Manager - Community Development (inactive)
<b>18</b>	49.55	65.54	<b>18</b>	49.32	66.46	Deputy City Manager - Finance & Administration
<b>19</b>	53.48	70.79				



Beginning Hry Rate=	11.13
Percent between steps=	2.75

**FY22 Plan**

GRADE	1	2	3	4	5	6	7	8	9	10	11	12
1	11.13	11.44	11.75	12.07	12.40	12.74	13.09	13.45	13.82	14.20	14.59	14.99
2	12.58	12.93	13.29	13.66	14.04	14.43	14.83	15.24	15.66	16.09	16.53	16.98
3	14.22	14.61	15.01	15.42	15.84	16.28	16.73	17.19	17.66	18.15	18.65	19.16
4	15.64	16.07	16.51	16.96	17.43	17.91	18.40	18.91	19.43	19.96	20.51	21.07
5	17.20	17.67	18.16	18.66	19.17	19.70	20.24	20.80	21.37	21.96	22.56	23.18
6	18.92	19.44	19.97	20.52	21.08	21.66	22.26	22.87	23.50	24.15	24.81	25.49
7	20.81	21.38	21.97	22.57	23.19	23.83	24.49	25.16	25.85	26.56	27.29	28.04
8	22.06	22.67	23.29	23.93	24.59	25.27	25.96	26.67	27.40	28.15	28.92	29.72
9	23.38	24.02	24.68	25.36	26.06	26.78	27.52	28.28	29.06	29.86	30.68	31.52
10	24.78	25.46	26.16	26.88	27.62	28.38	29.16	29.96	30.78	31.63	32.50	33.39
11	26.76	27.50	28.26	29.04	29.84	30.66	31.50	32.37	33.26	34.17	35.11	36.08
12	29.97	30.79	31.64	32.51	33.40	34.32	35.26	36.23	37.23	38.25	39.30	40.38
13	33.57	34.49	35.44	36.41	37.41	38.44	39.50	40.59	41.71	42.86	44.04	45.25
14	36.26	37.26	38.28	39.33	40.41	41.52	42.66	43.83	45.04	46.28	47.55	48.86
15	39.16	40.24	41.35	42.49	43.66	44.86	46.09	47.36	48.66	50.00	51.38	52.79
16	42.29	43.45	44.64	45.87	47.13	48.43	49.76	51.13	52.54	53.98	55.46	56.99
17	45.67	46.93	48.22	49.55	50.91	52.31	53.75	55.23	56.75	58.31	59.91	61.56
18	49.32	50.68	52.07	53.50	54.97	56.48	58.03	59.63	61.27	62.95	64.68	66.46

POSITION	STATUS	GRAD E	BIWEEKLY HRS	HOURLY RATE	FY21 ANNUAL SALARY	PROP GRADE	PROP STEP	PROP HRLY	7/2021 ANNUAL	EST COST	7/1/2021 % inc	FY22 STEP	ST \$	W/TRACK ANNUAL	FY22 COMBINED COST	
EXECUTIVE SECRETRY	PR	9	80	25.00	52,000	9	4	25.36	52,749	749	1.4%	5	26.06	54,205	1,355.47	
SYSTEMS SOLUTIONS ARCHITECT	FR	12	EXEMPT	32.69	68,000	12	5	33.40	69,472	1,472	2.2%	6	34.32	71,386	2,428.80	
GROUNDS WORKER (CUSTODIAN)	PR	3	50	15.75	20,475	4	2	16.07	20,891	416	2.0%	3	16.51	21,463	797.33	
GROUNDS WORKER (CUSTODIAN)	PR	3	50	15.80	20,540	4	2	16.07	20,891	351	1.7%	3	16.51	21,463	398.67	
LIBRARY PAGE	PR	1	30	14.74	11,497	1	12	14.99	11,692	195	1.7%	12	14.99	11,692	195.00	
LIBRARY PAGE	PR	1	30	11.38	8,876	1	3	11.75	9,165	289	3.3%	4	12.07	9,415	455.00	
LIBRARY PAGE	PR	1	30	11.62	9,064	1	3	11.75	9,165	101	1.1%	4	12.07	9,415	184.60	
CUSTODIAN PT	PR	3	40	17.19	17,878	4	5	17.43	18,127	250	1.4%	6	17.91	18,626	540.80	
CUSTODIAN PT	PR	3	56	16.19	23,573	4	3	16.51	24,039	466	2.0%	4	16.96	24,694	902.72	
CUSTODIAN PT	PR	3	40	16.50	17,160	4	4	16.96	17,638	478	2.8%	5	17.43	18,127	885.73	
LEGAL ASSISTANT I	FR	4	80	20.00	41,600	6	4	20.52	42,682	1,082	2.6%	5	21.08	43,846	2,246.40	
LEGAL ASSISTANT II	FR	6	80	24.70	51,376	8	6	25.27	52,562	1,186	2.3%	7	25.96	53,997	2,501.20	
VICTIM/WITNESS ADVOCATE	FR	6	80	19.69	40,955	8	1	22.06	45,885	4,930	12.0%	1	22.06	45,885	4,929.60	
EMERGING TECH SPECIALIST	PR	7	50	22.00	28,600	8	2	22.67	29,471	871	3.0%	3	23.29	30,277	1,139.67	
PR/HR SPECIALIST	FR	7	80	24.50	50,960	9	4	25.36	52,749	1,789	3.5%	5	26.06	54,205	2,516.80	
EXEC SECRETARY	FR	8	80	27.62	57,450	9	8	28.28	58,822	1,373	2.4%	9	29.06	60,445	2,454.40	
EXEC SECRETARY	FR	8	80	24.52	51,000	9	4	25.36	52,749	1,749	3.4%	5	26.06	54,205	2,598.13	
EXECUTIVE SECRETARY	FR	9	80	27.60	57,408	9	8	28.28	58,822	1,414	2.5%	9	29.06	60,445	1,820.00	
ACCOUNTANT I	FR	9A	EXEMPT	32.65	67,907	10	12	33.39	69,451	1,544	2.3%	12	33.39	69,451	1,544.20	
ACCOUNTANT I	PR	9A	EXEMPT	25.00	52,000	10	2	25.46	52,957	957	1.8%	3	26.16	54,413	1,806.13	
PUBLIC INFORMATION MANAGER	FR	10	EXEMPT	31.25	65,000	11	8	32.37	67,330	2,330	3.6%	9	33.26	69,181	4,026.53	
ACCOUNTANT II	FR	11	EXEMPT	33.89	70,500	12	6	34.32	71,386	886	1.3%	7	35.26	73,341	1,048.53	
DEPUTY CHIEF INFORMATION OFFIC	FR	13	EXEMPT	39.42	82,000	14	5	40.41	84,053	2,053	2.5%	6	41.52	86,362	3,592.00	
DEP FINANCE DIRECTOR	FR	14	EXEMPT	42.81	89,046	14	8	43.83	91,166	2,121	2.4%	9	45.04	93,683	2,750.08	
DEP FINANCE DIRECTOR	FR	14	EXEMPT	40.87	85,000	14	6	41.52	86,362	1,362	1.6%	7	42.66	88,733	1,559.20	
HUMAN RESOURCE MGR	FR	14	EXEMPT	41.31	85,915	15	4	42.49	88,379	2,465	2.9%	5	43.66	90,813	3,072.92	
DEPUTY CITY ATTORNEY	FR	15	EXEMPT	41.77	86,892	16	1	42.29	87,963	1,071	1.2%	2	43.45	90,376	3,484.14	
CHIEF INFORMATION OFFICER	FR	16	EXEMPT	52.15	108,465	17	7	53.75	111,800	3,335	3.1%	8	55.23	114,878	6,157.36	
CITY ATTORNEY	FR	18	EXEMPT	52.01	108,171	18	4	53.50	111,280	3,109	2.9%	5	54.97	114,338	4,128.53	
DEP C MGR/DIR OF FIN & ADMIN	FR	18	EXEMPT	50.38	104,798	18	3	52.07	108,306	3,508	3.3%	4	53.50	111,280	6,482.40	
DIR OF CITY SERVICES	FR	18	EXEMPT	58.42	121,510	18	8	59.63	124,030	2,520	2.1%	9	61.27	127,442	5,363.10	
FIRE CHIEF	FR	18	EXEMPT	56.74	118,014	18	7	58.03	120,702	2,688	2.3%	8	59.63	124,030	5,461.71	
<b>TOTAL ANNUAL WAGES</b>					<b>1,873,627</b>											<b>78,827.16</b>
																<b>4.21%</b>





**Office of Finance & Administration  
Budget Development  
Issues & Options Form**



**Department: Business Office - Human Resources**

**1. Name of Issue (for future reference purposes):** Non-union Classification & Compensation Plan

**2. Description of the Issue – Define the issue or problem clearly & succinctly:**

Funding to implement the transition of non-unionized employees to a merit track wage structure. A Classification & Compensation Plan has been developed to transfer non-union positions to a merit track system, the wage structure that's currently adopted in three City collective bargaining agreements. This proposal was informed by a Municipal Resources, Inc (MRI) analysis and report; which implements initial placements in the system (to include recommended reclassifications in some cases) and funds FY22 merit-based track increases.

The last MRI study was completed in 2014. While surveys are conducted at times on individual positions for recruiting purposes, an overall analysis of non-union grades and salaries was due in order to keep competitive. This is similar to our practice for collective bargaining processes, as a salary survey is part of the initial steps in preparing proposals. Police command staff are included in the non-unionized employee group, but are exempt from inclusion in this proposal in accordance with an established MOU.

**3. Costs – What monetary costs are associated with this issue? If Multi-year in impact, break down by fiscal year:**

Wages - \$78,827.16 for 32 positions

Benefits - \$3,573

Less Budgeted FY22 Merit - (62,372.26)

**Total Cost - \$20,028**

**4. Benefits Lost – What will the impact be to City services?:** The compensation program for non-union positions has fallen below and slightly behind the municipal labor market. Not funding the non-union merit track proposal will preclude recommended reclassifications and implementation of performance-based wage rate tracks. These positions would subsequently grow further out of alignment with the market and Rochester's unionized positions. The City would

grow less competitive in the market, and implementation of the merit track system would become more costly as time passes.

- 5. Options – Outline a proposed solution along with the fiscal implications. If there are multiple options, break them out independently so that they can be considered and analyzed as separately:**
- 6. Supplemental Information:**
- 7. Status: Included in City Manager’s FY22 Proposed Budget**

# FINANCE COMMITTEE

## Agenda Item

**Agenda Item Name:** Monthly Financial Statements Summary – as of March 31, 2021

For the full detail report, click here: [March-21 Financial Detail Report](#)

**Name of Person Submitting Item:** Mark Sullivan Deputy Finance Director

**E-mail Address:** mark.sullivan@rochesternh.net

**Meeting Date Requested:** April 13, 2021

### **Issue Summary Statement**

The March- 2021 financial summary reports are attached. February represents approximately 75% completion of FY21. Below is a summary of revenues & expenses that Finance continues to monitor.

### **Revenues:**

**Motor Vehicle Registrations:** FY21 motor vehicle registrations remain strong at 107% collected, or \$4,291,575.

**Waste Management Host Fees:** Three quarterly checks have been received anticipate next check late April-21. Average fourth quarter payment is \$900,000. The year to date total is \$2,833,181, Transfer of the School Department's allocation of \$878,000 has been completed.

**Building Permits:** FY21 Building permits remain strong, at 282% collected, or \$564,117.

**Interest Income:** Interest Income remains soft at 37% received or \$92,498. Interest income rates remain low at approximately .50%. April-21 interest postings pending.

**Interest on Delinquent Taxes:** Trend is up at 84% collected, or \$292,647.

**State of NH Rooms & Meals:** DRA final rate confirmed at \$1,568,269, payment received.

**Water-Sewer User Fees:** Payments have seen a recovery, will continue to monitor. New User Rates went into effect January 1, 2021. Water User Rate \$5.83 per unit, Sewer User Rate \$7.43 per unit.

**Highway Block Subsidy:** Three quarterly payments received, total \$493,988, 95% of budget. Pending final quarterly payment.

**Cable Franchise Fees:** Payments from Atlantic Broadband and Comcast have been received. Revenue is \$197,100, or 107% of budget.

**Covid-19 Cares Act Reimbursements:** \$724,336 in Cares Act reimbursements have been received.

**Expenses:**

Overall General Fund salaries and benefits are trending below budget at 73% expended.

Fire Overtime is at \$288,717, 120% expended. Same period FY20 was 114% expended.

Police Overtime is at \$97,975, 90.3% expended. Same period FY20 was 92% expended.

Welfare Direct Assistance is at \$57,703, or 37% expended. Same period FY20 was \$134,211 or 82%.

Snow Removal & Supplies is at \$200,192, or 77% of budget. Same period FY20 was 99%.

Total General Fund expenditures trending to budget at 76.5 %. Same period FY20 was 76.5%.

**Summary:** Cash position remains strong, and in a good position. Finance will monitor all FY21 revenue and expense activities.

04/05/2021 14:32  
mark.sullivan

CITY OF ROCHESTER  
YEAR-TO-DATE BUDGET REPORT

P 1  
glytddbud

FOR 2021 09

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
<hr/>						
1000 GENERAL FUND						
11011 ECONOMIC DEVELOPMENT REVENUE	0	0	0	750.70	-750.70	100.0%
11031 CITY CLERK REVENUE	124,850	0	124,850	74,645.65	50,204.35	59.8%
1104092 CARES ACT-FED THRU STATE-RE	0	59,325	59,325	51,922.05	7,402.95	87.5%
11051 ASSESSORS REVENUES	0	0	0	50.00	-50.00	100.0%
11061 BUSINESS OFFICE REVENUE	250,000	0	250,000	92,498.09	157,501.91	37.0%
11062 BUSINESS OFFICE REVENUE	1,000	0	1,000	.00	1,000.00	.0%
11071 TAX COLLECTOR REVENUE	33,409,885	28,053	33,437,938	34,607,914.98	-1,169,976.98	103.5%
11072 TAX COLLECTOR REVENUE	3,308	0	3,308	2,971.00	337.00	89.8%
11081 GENERAL OVERHEAD REVENUE	3,460,991	2,177,674	5,638,665	2,594,327.14	3,044,338.14	46.0%
11082 GENERAL OVERHEAD REVENUE	2,186,077	0	2,186,077	2,260,497.01	-74,420.01	103.4%
11083 GENERAL OVERHEAD - FEDERAL	0	0	0	672,414.00	-672,414.00	100.0%
11091 PUBLIC BLDGS REVENUE	0	0	0	25.51	-25.51	100.0%
11101 PLANNING	18,250	0	18,250	23,817.44	-5,567.44	130.5%
11201 REV LEGAL OFFICE	50,000	0	50,000	33,333.32	16,666.68	66.7%
12011 POLICE CITY REVENUE	363,479	0	363,479	245,029.46	118,449.54	67.4%
12021 FIRE CITY REVENUE	25,500	0	25,500	5,222.05	20,277.95	20.5%
12022 FIRE STATE REVENUE	41,812	0	41,812	6,750.00	35,062.00	16.1%
12031 DISPATCH CENTER	60,982	0	60,982	.00	60,982.00	.0%
12041 CODE ENFORCEMENT REVENUE	244,210	0	244,210	577,744.17	-333,534.17	236.6%
13011 PUBLIC WORKS REVENUE	35,400	0	35,400	22,560.35	12,839.65	63.7%
13012 STATE HIGHWAY SUBSIDY	519,175	0	519,175	493,988.59	25,186.41	95.1%
14011 WELFARE REVENUE	2,500	0	2,500	5,400.39	-2,900.39	216.0%
14021 RECREATION REVENUE	60,050	0	60,050	13,730.00	46,320.00	22.9%
14031 LIBRARY REVENUE	10,800	0	10,800	6,733.11	4,066.89	62.3%
TOTAL GENERAL FUND	40,868,269	2,265,052	43,133,321	41,792,325.01	1,340,996.27	96.9%
<hr/>						
5001 WATER ENTERPRISE FUND						
510001 WATER WORKS REVENUE	6,710,052	125,000	6,835,052	2,769,549.68	4,065,502.32	40.5%
TOTAL WATER ENTERPRISE FUND	6,710,052	125,000	6,835,052	2,769,549.68	4,065,502.32	40.5%
<hr/>						
5002 SEWER ENTERPRISE FUND						
520001 SEWER WORKS REVENUE	7,945,222	125,000	8,070,222	3,262,873.56	4,807,348.44	40.4%

04/05/2021 14:32  
mark.sullivan

CITY OF ROCHESTER  
YEAR-TO-DATE BUDGET REPORT

P 2  
glytdbud

FOR 2021 09

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
520002 SEWER WORKS REVENUE	396,081	0	396,081	48,398.00	347,683.00	12.2%
TOTAL SEWER ENTERPRISE FUND	8,341,303	125,000	8,466,303	3,311,271.56	5,155,031.44	39.1%
<hr/>						
5003 ARENA ENTERPRISE FUND						
530001 ARENA REVENUE	416,031	0	416,031	197,682.36	218,348.64	47.5%
TOTAL ARENA ENTERPRISE FUND	416,031	0	416,031	197,682.36	218,348.64	47.5%
<hr/>						
6000 COMMUNITY CENTER SP REV FUND						
600001 COMMUNITY CENTER REVENUE	889,241	0	889,241	591,849.25	297,391.75	66.6%
TOTAL COMMUNITY CENTER SP REV FUND	889,241	0	889,241	591,849.25	297,391.75	66.6%
GRAND TOTAL	57,224,896	2,515,052	59,739,948	48,662,677.86	11,077,270.42	81.5%

\*\* END OF REPORT - Generated by Mark Sullivan \*\*

FOR 2021 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1000 GENERAL FUND							
11000051 CITY MANAGER	409,559	5,381	414,940	334,571.15	4,144.07	76,224.78	81.6%
11012351 ECONOMIC DEVELOPMENT	512,693	4,096	516,789	261,798.14	29,198.14	225,792.72	56.3%
11020050 IT SERVICES	897,327	42,938	940,265	655,668.61	56,751.41	227,844.98	75.8%
11030051 CITY CLERK	334,501	0	334,501	255,397.38	40,558.68	38,544.94	88.5%
11040050 ELECTIONS	70,168	0	70,168	27,133.54	3,521.13	39,513.33	43.7%
11040990 CARES ACT ELECTION-FED THR	0	51,922	51,922	51,922.05	.00	.00	100.0%
11050070 ASSESSORS	570,520	47,461	617,981	418,566.24	34,554.76	164,860.00	73.3%
11060051 BUSINESS OFFICE	608,770	1,352	610,122	452,191.29	461.14	157,469.57	74.2%
11063151 HUMAN RESOURCES	225,528	1,250	226,778	184,292.26	8,692.07	33,793.67	85.1%
11070070 TAX COLLECTOR	379,761	3,020	382,781	303,381.63	11,508.10	67,891.27	82.3%
11080050 GENERAL OVERHEAD	1,169,916	-291,000	878,916	323,990.94	105,459.76	449,465.30	48.9%
11090050 PB CITY WIDE 50	687,246	78,952	766,198	534,171.50	72,016.23	160,010.27	79.1%
11090051 PB CITY HALL 51	65,698	0	65,698	59,260.71	5,791.42	645.87	99.0%
11090052 PB OPERA HOUSE 52	48,769	0	48,769	22,725.01	16,499.77	9,544.22	80.4%
11090054 PB CENTRAL FIRE 54	10,945	0	10,945	7,426.13	470.00	3,048.87	72.1%
11090055 PB GONIC FIRE 55	10,787	0	10,787	9,569.41	637.00	580.59	94.6%
11090056 PB LIBRARY 56	19,313	0	19,313	18,233.04	1,078.96	1.00	100.0%
11090057 PB DPW GARAGE 57	12,155	0	12,155	11,669.90	388.26	96.84	99.2%
11090061 PB HISTORICAL MUSEUM 61	1,320	0	1,320	423.34	875.00	21.66	98.4%
11090063 PB HANSON POOL 63	6,700	0	6,700	2,730.54	289.82	3,679.64	45.1%
11090064 PB GONIC POOL 64	1,100	0	1,100	48.18	189.82	862.00	21.6%
11090065 PB EAST ROCHESTER POOL 65	800	0	800	48.18	189.82	562.00	29.8%
11090068 PB GROUNDS 68	10,880	0	10,880	6,030.19	1,576.03	3,273.78	69.9%
11090069 PB DOWNTOWN 69	17,000	0	17,000	5,247.88	9,090.17	2,661.95	84.3%
11090070 PB REVENUE BUILDING 70	21,368	0	21,368	16,122.57	2,635.07	2,610.36	87.8%
11090071 PB PLAYGROUNDS 71	3,000	0	3,000	1,800.00	.00	1,200.00	60.0%
11090075 PB NEW POLICE STATION	24,066	0	24,066	16,349.72	2,425.64	5,290.64	78.0%
11090077 PB ANNEX	11,140	0	11,140	3,235.99	530.41	7,373.60	33.8%
11102051 PLANNING	427,669	4,518	432,187	289,763.74	1,875.83	140,547.43	67.5%
11200051 LEGAL OFFICE	611,159	0	611,159	431,829.24	5,417.08	173,912.68	71.5%
12010053 PD ADMINISTRATIVE SERVICES	2,076,031	0	2,076,031	1,474,977.29	85,083.71	515,970.00	75.1%
12012453 PD PATROL SERVICES	5,463,738	0	5,463,738	3,778,809.07	.00	1,684,928.93	69.2%
12012553 PD SUPPORT SERVICES	417,396	10,035	427,431	315,000.51	.00	112,430.49	73.7%
12020054 FIRE DEPARTMENT	4,991,261	10,000	5,001,261	3,818,115.05	37,352.28	1,145,793.67	77.1%
12020055 FIRE DEPT 55 GONIC SUBSTAT	28,592	0	28,592	12,630.81	11,429.22	4,531.97	84.1%
12020754 CALL FIRE	29,890	0	29,890	7,333.56	.00	22,556.44	24.5%
12023354 EMERGENCY MANAGEMENT	42,101	0	42,101	3,126.20	320.99	38,653.81	8.2%
12030153 DISPATCH CENTER	869,310	30,085	899,395	652,941.18	5,669.89	240,783.93	73.2%
12040051 CODE ENFORCEMENT	593,170	8,974	602,144	450,140.60	5,210.38	146,793.02	75.6%
12050050 AMBULANCE	282,321	0	282,321	16,160.25	48,480.75	217,680.00	22.9%

FOR 2021 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
13010057 PUBLIC WORKS	2,412,336	6,021	2,418,357	1,628,082.37	213,715.75	576,558.88	76.2%
13010957 WINTER MAINTENANCE	530,920	0	530,920	347,280.46	10,476.58	173,162.96	67.4%
13020050 CITY LIGHTS	218,000	0	218,000	118,084.31	84,807.27	15,108.42	93.1%
14010051 WELFARE	480,831	9,409	490,240	273,030.87	11,892.84	205,316.29	58.1%
14022072 RECREATION ADMINISTRATION	671,686	8,561	680,247	469,503.03	674.04	210,069.93	69.1%
14022150 RECREATION PLAYGROUNDS/CAM	101,305	-3,000	98,305	31,910.05	498.09	65,896.86	33.0%
14022250 RECREATION POOLS	94,924	0	94,924	66,008.60	9,555.30	19,360.10	79.6%
14030056 LIBRARY	1,342,026	0	1,342,026	922,835.60	37,203.90	381,986.50	71.5%
15000051 COUNTY TAX	6,941,353	0	6,941,353	6,752,536.00	.00	188,817.00	97.3%
17010051 TRANSFERS/PAYMENTS DEBT SV	4,471,220	0	4,471,220	3,775,796.90	.00	695,423.10	84.4%
17030050 OVERLAY	350,000	0	350,000	.00	.00	350,000.00	.0%
17040051 TRANSFER TO CIP & OTHER FU	1,290,000	2,227,674	3,517,674	2,400,000.00	.00	1,117,674.28	68.2%
TOTAL GENERAL FUND	40,868,269	2,257,649	43,125,918	32,019,901.21	979,196.58	10,126,820.54	76.5%
5001 WATER ENTERPRISE FUND							
51601057 WATER WORKS EXPENSE	5,353,392	125,000	5,478,392	3,449,181.51	35,715.57	1,993,494.92	63.6%
51601073 WATER TREATMENT PLANT	1,287,559	0	1,287,559	840,924.13	130,338.32	316,296.55	75.4%
51601570 WATER REVENUE OFFICE	69,101	0	69,101	52,463.61	40.86	16,596.53	76.0%
TOTAL WATER ENTERPRISE FUND	6,710,052	125,000	6,835,052	4,342,569.25	166,094.75	2,326,388.00	66.0%
5002 SEWER ENTERPRISE FUND							
52602057 SEWER WORKS EXPENSE	4,106,648	125,000	4,231,648	4,029,857.23	25,353.38	176,437.39	95.8%
52602074 SEWER TREATMENT PLANT	4,167,052	0	4,167,052	1,157,509.96	310,042.82	2,699,499.22	35.2%
52602470 SEWER REVENUE OFFICE	67,603	0	67,603	52,460.52	40.86	15,101.62	77.7%
TOTAL SEWER ENTERPRISE FUND	8,341,303	125,000	8,466,303	5,239,827.71	335,437.06	2,891,038.23	65.9%
5003 ARENA ENTERPRISE FUND							
53603060 ARENA EXPENSE	416,031	0	416,031	295,072.96	29,844.37	91,113.67	78.1%
TOTAL ARENA ENTERPRISE FUND	416,031	0	416,031	295,072.96	29,844.37	91,113.67	78.1%
6000 COMMUNITY CENTER SP REV FUND							



04/05/2021 13:09  
mark.sullivan

CITY OF ROCHESTER  
YEAR-TO-DATE BUDGET REPORT

P 3  
glytdbud

FOR 2021 09

6000	COMMUNITY CENTER SP REV FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6070572	COMMUNITY CENTER EXPENSE	889,241	0	889,241	584,710.96	38,268.45	266,261.59	70.1%
	TOTAL COMMUNITY CENTER SP REV FUND	889,241	0	889,241	584,710.96	38,268.45	266,261.59	70.1%
	GRAND TOTAL	57,224,896	2,507,649	59,732,545	42,482,082.09	1,548,841.21	15,701,622.03	73.7%

\*\* END OF REPORT - Generated by Mark Sullivan \*\*