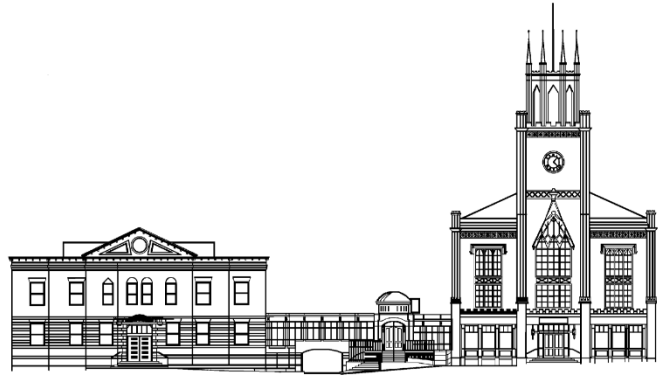




COMMITTEE ON LANDS & BUILDINGS

October 15, 2024 at 5:30 PM

Aldermanic Chambers, City Hall (3rd Floor)

Members: Aldermen Levasseur, Vincent, Thomas, Long, Goonan

AGENDA

The Chairman calls the meeting to order.

The Clerk calls the roll.

1. Communication from Cronin, Bisson & Zalinsky on behalf of 32 Jane Street, LLC requesting approval of a revocable license to allow for the continued encroachment of existing granite steps onto a portion of Jane Street.
Ladies and Gentlemen, what is your pleasure?
2. Communication from Stone River Architects on behalf of Republic Brewing Company LLC requesting approval of a revocable license to allow for the construction of a new entry walkway at 72 Old Granite Street.
Ladies and Gentlemen, what is your pleasure?
3. Communication from Mark Gomez, Chief of Parks, Recreation & Cemetery, regarding a request from the Manchester NH Veterans Council to install a monument honoring veterans of recent conflicts at Veterans Memorial Park.
Ladies and Gentlemen, what is your pleasure?
4. Communication from Alderman Morgan requesting that the soccer field at Livingston Park be named after Chris Laberge, a long-time coach at Central High School.
Ladies and Gentlemen, what is your pleasure?
5. Communication from Alderman Morgan requesting that the soccer field at Sheridan-Emmett Park be named after Thamba Mbungu.
Ladies and Gentlemen, what is your pleasure?

6. Communication from David Saindon, Project Executive, LeftField, on behalf of the Manchester School District requesting the following:
- 1) Approval to construct a new school on the Sheridan-Emmett Park land, which requires a partial release and quitclaim deed.
 - 2) Approval to abate and demolish the existing Beech Street Elementary School and build a park with amenities on the site in coordination with the Department of Public Works.
- (Note: Said abatement, demolition and site restoration for park use will be funded from the Priority One project.)*
- Ladies and Gentlemen, what is your pleasure?**

TABLED ITEM

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

7. Communication from the family of Inspector William Moher, a police officer who died in the line of duty on July 3, 1921, requesting that the city find a fitting way to honor his memory.
- (Note: City staff from Planning, Police and DPW have been asked to bring forward recommendations.)*

If there is no further business, a motion is in order to adjourn.



Daniel D. Muller, Jr.
Admitted in NH

By email and US mail

August 12, 2024

City of Manchester Board of Mayor and Aldermen
c/o Mr. Matthew Normand, City Clerk
One City Hall Plaza
Manchester, NH 03101

**Re: Request for License to Encumber Right of Way-
32 Jane Street, Manchester, New Hampshire**

Dear Honorable Mayor and Aldermen:

Our firm represents 32 Jane Street, LLC, the owner of property located at 32 Jane Street, Manchester, New Hampshire. We are requesting a license from the Board of Mayor and Aldermen to allow the continued encroachment of existing granite steps into a portion of the Jane Street right of way for the reasons set forth below.

The property at 32 Jane Street has been improved by a single-family residence, which according to the City's assessing records was originally constructed in 1890. The residence has historically been accessed from a set of granite steps located on the Jane Street side of the property. The residence was damaged by fire. 32 Jane Street, LLC has obtained zoning relief to allow for the replacement of residence on the property, including variances from the City of Manchester Zoning Board of Adjustment. In preparing the variance application, the surveyor for 32 Jane Street, LLC discovered that the existing granite steps encroached three and half feet into the Jane Street right of way. In light of that discovery 32 Jane Street, LLC looked at alternative configurations of the steps, but none completely eliminated the encroachment. In the end, 32 Jane Street, LLC opted for a configuration which reduced the encroachment from three and half (3.5) feet to two and two tenths (2.2) feet. After consultation with City officials on the proper course of action to allow for the removal of the existing steps and their replacement with reconfigured steps, 32 Jane Street, LLC was advised to apply for a license to allow for the reduced encroachment.

City of Manchester Board of Mayor and Aldermen
August 12, 2024
Page | 2

In light of the above, 32 Jane Street, LLC is submitting this request for a license. Attached hereto as Exhibit "A" is a copy of the proposed License Agreement in a form previously used by the City. Thank you in advance for your consideration of this request.

Sincerely yours,
CRONIN BISSON & ZALINSKY P.C.

By: *Daniel D. Muller, Jr.*
Daniel D. Muller, Jr.

DDM
Enclosure

cc: Sylvain and Merav Yaakov
Joseph M. Wichert, LLS

LICENSE AGREEMENT

This Elm Street LICENSE AGREEMENT (“License”), is made this ____ day of 2024, by and between the CITY OF MANCHESTER, NH, (the “Licensor” or the “City”), and 32 Jane Street, LLC (together with its successors and assigns, the “Licensee”).

WHEREAS, the Licensor owns a public right of way known as Jane Street (the “Right of Way”, or “Street”); and

WHEREAS, the Licensee owns the property at 32 Jane Street, Manchester, New Hampshire (the “Property”); and

WHEREAS, the Licensee seeks to and has obtained approvals to rebuild a fire-damaged residence on the Property, which originally constructed in 1890; and

WHEREAS, ingress and egress from the residence on the Property has historically been via a set of granite steps which Licensee recently determined encroach upon the Right of Way three and a half feet (3.5’); and

WHEREAS, Licensee wishes to remove the existing steps and reconstruct and maintain, for the purpose of continuing to provide ingress and egress to the residence on the Property, the granite steps two and two tenths feet (2.2’) feet into the Jane Street Right of Way; and

WHEREAS, by vote of the Board of Mayor and Aldermen on _____ the City approved Licensee’s request to so construct, install, maintain, repair, and use the concrete stairs.

NOW THEREFORE, in consideration of the City’s vote, and the promises and mutual covenants hereafter made, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Licensee agree as follows:

1. Grant of Right. The City hereby grants to the Licensee a non-exclusive license to remove, reconstruct, install, maintain, repair, replace and use the granite steps in the Right of Way more particularly described in a Plan entitled “ZBA Exhibit Plan for 32 Jane Street, LLC, Tax 410, Lot 6, 32 Jane Street, Manchester, New Hampshire” dated May 30, 2024 by Joseph M. Wichert, LLS, Inc. attached hereto as Exhibit A and on file with the City of Manchester Planning and Community Development Department.

The grant of rights hereunder shall not be construed as to grant the City a property interest in the steps as the same shall remain the property of the Licensee.

2. Installation of Stairs. The Licensee will remove the existing steps and reinstall the steps such that the same only encroach two and two tenths feet (2.2) into the Jane Street Right of Way in accordance with the Plan and under the supervision of the City of Manchester Director of

Public Works and the City of Manchester Director of Planning and Community Development.

3. Term. The initial term of this License shall be for a period of ten (10) years, commencing on the date first written above (“Initial Term”). Upon expiration of the Initial Term, the term of this License shall automatically extend for successive ten (10) year renewal terms (each a “Renewal Term”) unless (a) the City terminates the License due to imminent harm to the public welfare, (b) the City and the Licensee mutually agree to terminate the License, or (c) the Licensee terminates the License.

4. Maintenance. During any reinstallation of the steps, the Licensee shall maintain and keep the steps and applicable portions of the Licensed Premises in good, safe condition and repair, in accordance with all applicable laws, statutes, rules, codes and ordinances, including but not limited to those of the City. The Licensee shall maintain the stairs during the term of this License. The Licensee shall be solely responsible for all costs and expenses for the reinstallation, construction, maintenance and removal of the stairs, except to the extent caused by the negligence or willful misconduct of the City. The Licensee shall remove, reinstall, maintain, repair, replace and use the steps so as not to constitute a hazard or danger to persons and/or property making use of the Right of Way.

5. Termination by City. The City, by written notice, may terminate the License due to imminent harm to the public welfare if the Licensee fails to cure such imminent harm within ten (10) days after receiving such notice from the City. The City may, upon written petition by the Licensee, grant reasonable extension of the cure period when necessary and such extension may not be unreasonably withheld, conditioned or delayed.

6. Termination by Licensee. Licensee may terminate, without liability to the City, this License at any time, for any reason, upon sixty (60) days prior written notice.

7. Removal Of Steps. Within sixty (60) days after the effective date of termination of this License, the Licensee shall remove the granite steps from the Licensed Premises at the sole expense of the Licensee. If within three (3) months after the effective date of termination, the Licensee has not removed the concrete stairs from the Licensed Premises, the stairs shall be deemed abandoned and the City may maintain or remove them at the expense of the Licensee.

8. Hazardous Waste. The Licensee shall remove, as required by applicable law, any hazardous waste/material if released by Licensee within the Licensed Premises during the construction, installation, maintenance or removal of the concrete stairs. The removal shall be subject to all applicable laws of component jurisdiction, and the Licensee shall be solely responsible for the cost and expense of such removal.

9. As-Built. To the extent that reinstallation of the steps is necessary to rebuild the house, within sixty (60) days after completion of the reinstallation of the steps, Licensee shall submit an “as-built” plan to the City.

10. Indemnification and Insurance. Licensee shall defend and indemnify the City from and against any action, claim, suit, judgment, cost, damage, demand, loss, penalty, or expense

arising from the reinstallation, maintenance, repair, use, or removal of the steps.

The Licensee shall maintain Comprehensive General Liability Insurance or the equivalent homeowner's policy written on occurrence form, including completed operations coverage personal injury, broad form property damage liability coverage and contractual liability coverage. The minimum limits of liability carried on such insurance shall be \$500,000 each occurrence and, where applicable, in the aggregate combine single limit for bodily injury and property damage liability; \$500,000 annual aggregate personal injury liability.

Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of A or better in the current edition of Best's Key Rating Guide.

Licensee agrees to furnish certificate(s) of the above-mentioned insurance to the City of Manchester within fourteen (14) days from the date of this License and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificate shall name the City of Manchester as an additional insured and with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, One City Hall Plaza West, Manchester, New Hampshire 03101 at least thirty (30) days in advance of such cancellation or change.

11. Compliance with Laws. In connection with the matters provided for in this License, each Party hereto shall comply with all applicable laws and regulations.

12. Severability Void or Illegal Provisions. If any part of this License shall be deemed invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this License. The remainder of this License will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties. The parties will replace the severed provision with a valid, legal and enforceable provision that reflects the initial intention of the parties.

13. Assignment. Neither party may assign this License, in whole or in part, or any of its rights or obligations hereunder, whether by law or otherwise, without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign, pledge or otherwise transfer this License to (a) any properly constituted business organization resulting from any merger, consolidation or other reorganization involving said party, (b) any individual or entity to which the party transfers all or substantially all of its assets or equity, (c) any entity controlled by, in control of, or under common control with such party, and/or (d) a lender for financing purposes.

14. Non-exclusive. This License is not exclusive, and has no priority over the City's own use of the Licensed Premises. It shall not interfere with or affect the City's authority over the steps/Licensed Premises.

15. Notices. For purpose of this License, unless otherwise designated in writing, all notices shall be in writing, shall be sent or deemed served if delivered by hand, certified or registered mail with proof of return receipt.

If to Licensee: 132 Jane Street, LLC
38 Bismark Street
Manchester, NH 03102

If to the City: Matthew Normand
City Clerk
1 City Hall Plaza
Manchester, NH 03101

16. Governing Law. This License is governed by the laws of the State of New Hampshire, and specifically the ordinances, policies, rules, regulations and requirements of the City of Manchester.

17. Entire Agreement. This License constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. The terms of this License may only be amended or modified by an instrument in writing executed by the parties hereto.

18. Ambiguity. The parties hereto acknowledge and agree that this License has been negotiated by the parties and has been the subject of careful review and that each party has been given the opportunity to independently review this License with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this License, this License shall not be interpreted or construed against the party preparing it. The language in all parts of this License shall in all cases be construed simply, as a whole, and in accordance with its fair meaning and not strictly for or against either party.

19. Counterparts. This License may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The parties agree that fully-executed electronic copies or facsimile copies of this License are legally binding and shall act as originals for the purpose thereof. No director, officer, shareholder, member, manager, agent, employee or representative of the Licensee shall have any personal liability hereunder.

[Signature page follows.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the City and the Licensee have caused this License to be duly executed as of the date first written above.

LICENSEE:

32 Jane Street, LLC

By: _____

Title: _____

Date: _____

THE CITY:

Mayor

By: _____

Hon. Jay Ruais

EXHIBIT A

PLAN REFERENCES:

1.) CITY OF MANCHESTER SECTION SHEET I. ON FILE WITH THE CITY OF MANCHESTER.

SYMBOL LEGEND

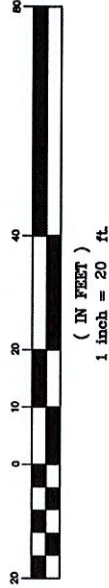
	UTILITY POLE
	BOUND FOUND
	WATER VALVE
	HYDRANT
	CATCH BASIN
	SEWER MANHOLE
	GAS VALVE
	OVERHEAD UTILITY LINE
	SEWER LINE
	WATER LINE

REDEVELOPMENT DETAIL

NOTES:

- 1.) THE SUBJECT PARCEL IS LOT 6 ON THE CITY OF MANCHESTER TAX MAP 410. THE OWNER OF RECORD IS THE 32 JANE ST, LLC dba SYLVAIN YAKOV, MGR. OF 38 BISMARCK STREET, MANCHESTER, NEW HAMPSHIRE 03102. SEE HCRD V. 9752 P. 818.
- 2.) THE SUBJECT PARCEL IS ZONED R-3. MINIMUM LOT SIZE IS 5,000 SQ. FT. MINIMUM LOT FRONTAGE = 50'. SETBACKS ARE AS FOLLOWS: FRONT = 10', SIDE = 10' AND REAR = 20'. THE SETBACKS SHOWN ARE FOR REFERENCE ONLY AND NEED TO BE VERIFIED WITH THE ZONING COMPLIANCE OFFICER.
- 3.) THIS PLAN IS THE RESULT OF AN ACTUAL FIELD SURVEY PERFORMED BY THIS OFFICE IN FEBRUARY OF 2024. I, JOSEPH M. WICHERT, NHILLS #783, CERTIFY THAT THE WORK WAS PREPARED BY ME OR THOSE UNDER MY DIRECT SUPERVISION.
- 4.) THE INTENT OF THIS PLAN IS TO SHOW THE BOUNDARY OF THE SUBJECT PARCEL IN RELATION TO THE EXISTING AND PROPOSED IMPROVEMENTS IN SUPPORT OF A VARIANCE APPLICATION.

GRAPHIC SCALE



ZBA EXHIBIT PLAN FOR
32 JANE ST, LLC
TAX MAP 410 LOT 6
32 JANE STREET
MANCHESTER, NEW HAMPSHIRE

DATE: 30 MAY, 2024
SCALE: 1" = 20'

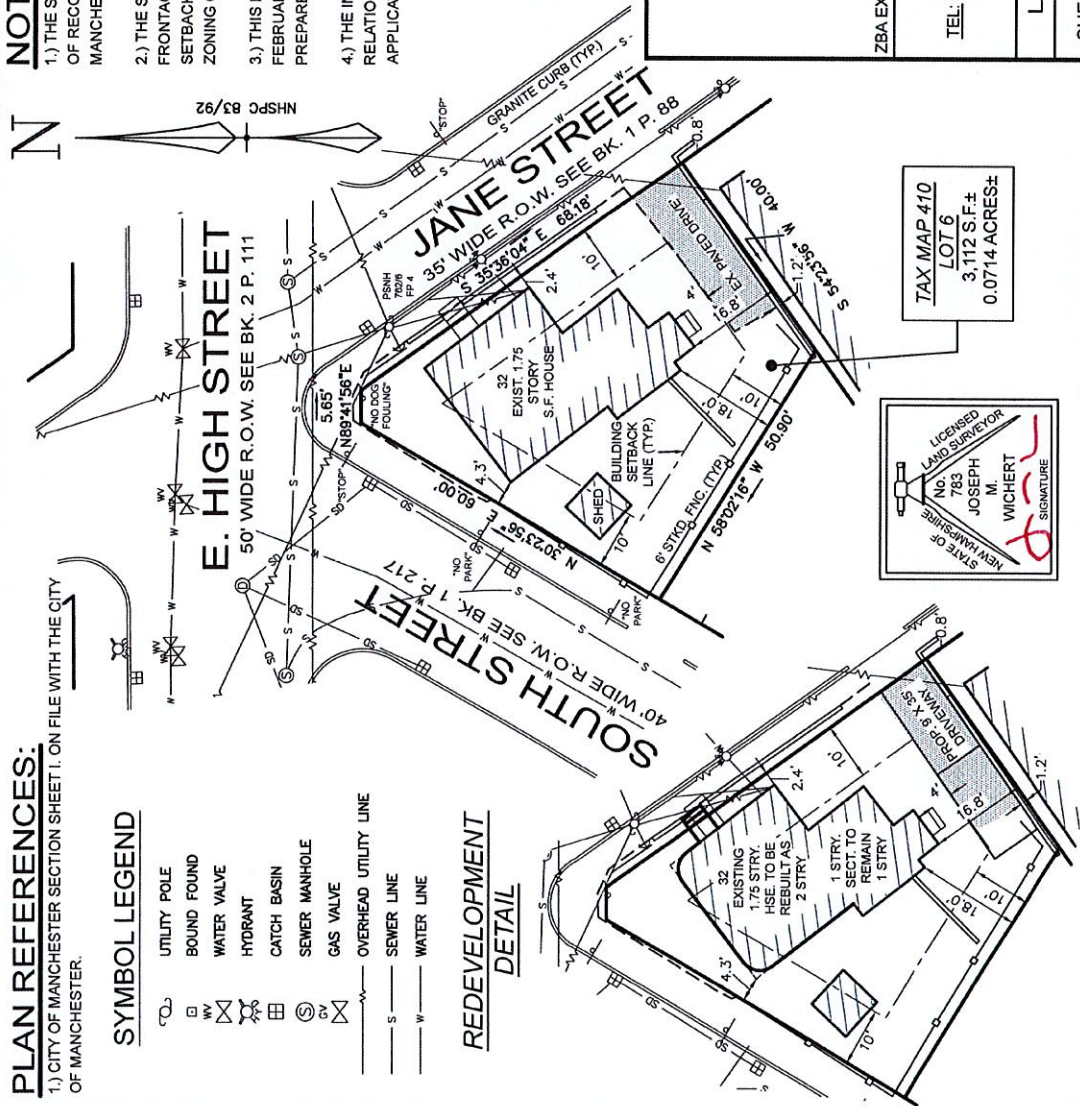
ZBA EXHIBIT PLAN BY:

802 AMHERST STREET
MANCHESTER, NH 03104
TEL: (603) 647-4282 OR 736-8203
FAX: (603) 623-1910
WEB: WWW.JMWILLS.COM

Joseph M. Wichert
LLS, INC.

LAND SURVEYOR & SEPTIC SYSTEM DESIGNER

SHEET S1 SHEET 1 OF 1 F.B. - P. - JOB #2024111



COPYRIGHT 2024 JOSEPH M. WICHERT, LLS, INC.



September 27th, 2024

Division of Public Works
475 Valley Street
Manchester, NH 03103

RE: Republic Brewing Company - Entry Access and Grading

To: Steve, Maggie, and Jonathan (c/o/ Manchester DPW and Planning)

All, I would first like to thank you for meeting the ownership team and myself on site to review the project to get a better understanding of process going forward. These discussions on-site were instrumental in not only addressing key considerations related to accessibility, pedestrian traffic flow, and compliance with current regulations, but also helped determine clear guidance on what is required, as it had seemed a bit ambiguous to us prior to the meeting.

At the site meeting on September 25th, 2024, Manchester DPW made it very clear that the Public Right-of-Way Accessibility Guidelines (PROWAG) must be used in regards to the entry conditions for Republic Brewery Company. I would like to provide a brief overview of the conversation that took place on site and our understanding and interpretation of these required code items, which helps define a more thorough approach to our proposed modifications. Based on our meeting, I have carefully reviewed the necessary PROWAG requirements to ensure the entry modifications align with both the operational needs of Republic Brewery and this guideline. I look forward to your feedback and any further steps needed to move forward.

PROWAG REVIEW, UNDERSTANDING, AND NARRATIVE

One of the key responsibilities of architects is to thoroughly interpret relevant building codes and regulatory guidelines within projects. While we may not frequently work with the Public Rights-of-Way Accessibility Guidelines (PROWAG), upon review, it is largely aligned with familiar ADA guidelines, and contains similar language and structure to many of the codes that are regularly assessed.

I have reviewed these specific PROWAG standards and am confident in my ability to apply them to this project to ensure compliance. This understanding enables me to effectively navigate design challenges and help deliver a solution that meets both regulatory requirements and project objectives. The following is a comprehensive breakdown of important PROWAG sections, with a narrative based on how each section impacts this project. Each relevant item is copied directly from the PROWAG regulations, with a follow up narrative in *italic*. I have laid out the pertinent code sections in chronological order as they appear in the PROWAG regulations, with its associated section for reference. The breakdown is as follows:

- **PROWAG Review, Understanding, and Narrative**
- **Proposed Modifications Narrative**
- **Proposed Modifications Graphics and V**

Contact

P: 603.637.4686
E: thedock@stoneriverarchitects.com

Address

124 Bedford Center Road • Unit E
Bedford, NH 03110-5438



PROWAG REVIEW, UNDERSTANDING, AND NARRATIVE (continued)

PROWAG Chapter 2: Scoping Requirements

This chapter of the PROWAG Regulation document is important, in that it defines what the project is, and what is required per the regulation guidelines. Below are sections of importance that pertain to this project.

R201.1 Scope

All newly constructed pedestrian facilities and altered portions of existing pedestrian facilities for pedestrian circulation and use located in the public right-of-way shall comply with these guidelines.

This initial scoping requirement, like all codes, is important to define the project more precisely, as many aspects of the code make allowances or exceptions in certain cases. Per "R104.3 Defined Terms", the term "altered" is defined as "A change to or an addition of a pedestrian facility in an existing, developed public right-of-way that affects or could affect pedestrian access, circulation, or usability."

Per this section of PROWAG and the understanding of the regulations, the work required shall be considered an "altered portion of existing pedestrian facility". Per this definition, the project must conform to section R202 Alterations.

R202 Alterations

Since the project is defined as an alteration, we must follow the guidelines within this section. While this section is straight forward, I would like to highlight the most important subsection:

R202.3 Existing Physical Constraints

In alterations, where existing physical constraints make compliance with applicable requirements technically infeasible, compliance with these requirements is required to the maximum extent feasible. Existing physical constraints include, but are not limited to, underlying terrain, underground structures, adjacent developed facilities, drainage, or the presence of a significant natural or historic feature.

This is the most important section of the regulation. As discussed on site, the existing conditions of the sidewalk make a very challenging renovation and alteration of the area to meet full compliance. There are currently a number of issues with the public right of way: there are sinking brick pavers; there is deteriorating concrete edging; the parallel sidewalk slope is non-compliant in some areas; there are non-compliant cross slopes throughout the sidewalk; and there are at least two areas with defective drainage.

The time, energy, project scope, cost, etc. needed to meet full compliance of the PROWAG in this area does in fact make full compliance infeasible. Rectifying existing curb heights, sidewalk slope(s), drainage, etc., will require months to engineer and construct, as well as cost multiple ten's of thousands of dollars to the owner. That said, per the PROWAG guidelines, the owner and project team will provide compliance to the maximum extent feasible, as outlined in following sections and the attached plans. See photos and notes on the next page for these deficient conditions outlined.

Contact

P: 603.637.4686

E: thedock@stoneriverarchitects.com

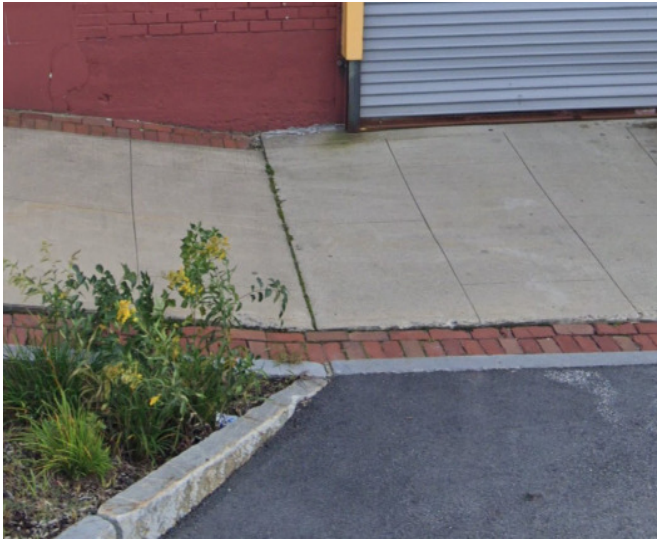
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PROWAG REVIEW, UNDERSTANDING, AND NARRATIVE (continued)



The above photos clearly document the existing deficiencies outlined as part of the Physical Existing Constraints, further proving that bringing the entire public right of way in front of Republic Brewing Company is infeasible. Some of the excerpts from PROWAG, in regards to non-compliance are:

R302.4.1: Grade cannot exceed the grade established for the adjacent street.

R302.5.1: The cross slope of a pedestrian access route not contained within a crosswalk shall be 1:48 (2.1%) maximum.

R302.6: The walking surfaces of pedestrian access routes, elements, and spaces that are required to be accessible shall be stable, firm, and slip resistant and shall comply with R302.6.

R304: Curb ramps and blended transitions shall comply with R304 and have detectable warning surfaces in accordance with R205.

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E: thedock@stoneriverarchitects.com

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PROWAG REVIEW, UNDERSTANDING, AND NARRATIVE (continued)

R203 Pedestrian Access Routes

Once again, this section of the PROWAG Regulation document is straight forward, as it defines the routes, connections, crossings, etc. required. However, there is a subsection that needs to be highlighted:

R203.2.1 Connection to Accessible Facilities subject to the ADA

Pedestrian access routes subject to the ADA shall connect accessible elements, spaces, and pedestrian facilities required to be accessible and connect to accessible routes required by section 206.2.1 of appendix B to 36 CFR part 1191 (ADA & ABA Accessibility Guidelines) that connect building and facility entrances to public streets and sidewalks.

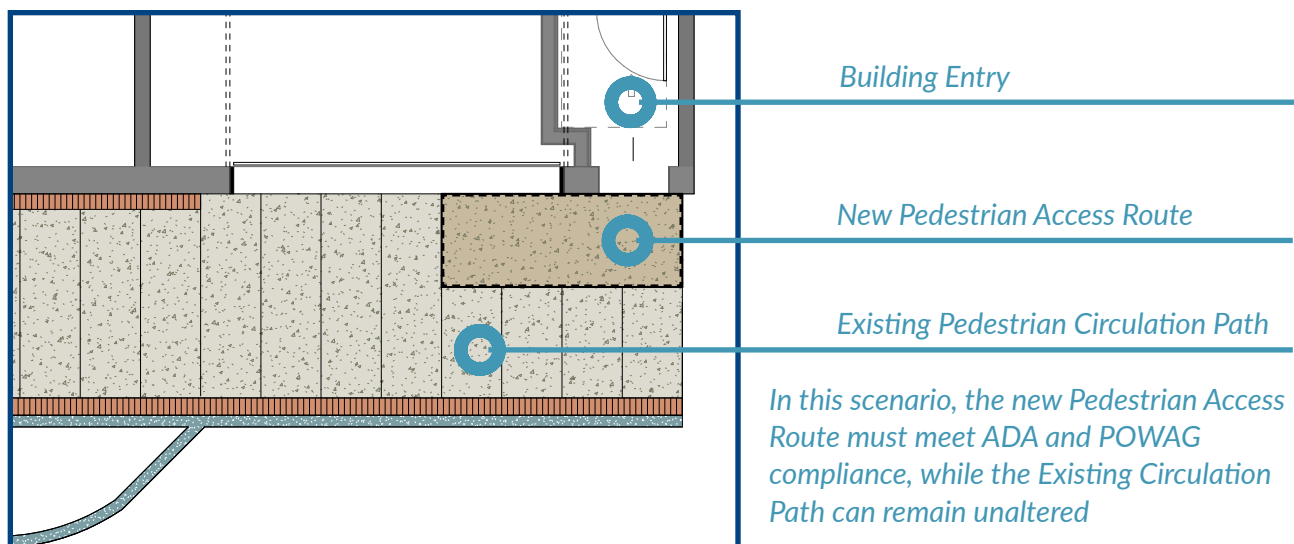
EXCEPTION: Where elements are altered, on or adjacent to an existing pedestrian circulation path, the existing pedestrian circulation path need not be altered to provide a pedestrian access route complying with R202.2.

Per Internation Building Code, Republic Brewing Company requires an ADA accessible entry from the sidewalk. Per PROWAG, the exception to connecting the building entry to the sidewalk is of utmost importance here. In an altered condition such as this, the existing circulation path does not need to be altered to provide a pedestrian access route. Below is a diagram showing this condition and possible schematic solution.

Important Definitions:

Pedestrian Circulation Path: A prepared exterior or interior surface provided for pedestrian use in the public right-of-way.

Pedestrian Access Route: An accessible, continuous, and unobstructed path of travel for use by pedestrians with disabilities within a pedestrian circulation path.



Contact

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PROWAG REVIEW, UNDERSTANDING, AND NARRATIVE (continued)

PROWAG Chapter 3: Scoping Requirements

This Chapter outlines the technical requirements set forth as referenced by Chapter 2.

R302 Pedestrian Access Routes

R302.6.2 Changes in Level

Changes in level of ¼ inch (6.4 mm) maximum shall be permitted to be vertical. Changes in level between ¼ inch (6.4 mm) and ½ inch (13 mm) shall be beveled with a slope not steeper than 1:2 (50.0%). Changes in level greater than ½ inch (13 mm) up to 6 inches shall have a 1:12 (8.3%) maximum slope. Changes in level greater than 6 inches (150 mm) shall comply with R407

Since the existing entry is higher than 1/2" above the existing sidewalk, a new Pedestrian Access Route is required to connect the sidewalk to the entry. The maximum slope for this new access route shall be 1:12 (8.3%), in which case this would be considered a ramp. However, if the new Access Route maintains a 1:20 (5%) slope, the regulations of a ramp are not applicable.

PROWAG REVIEW CONCLUSION:

A thorough review of the PROWAG, with attention to specific subsections, helps clarify what is required under this guideline as acceptable. The project and its requirements can be summarized as follows:

- The work to be done is considered an alteration.
- A new Pedestrian Access Route is required to connect the existing sidewalk to the existing entry.
- The existing pedestrian circulation does not need to be altered while creating this new Pedestrian Access Route.
- Due to existing physical constraints, full compliance within these alterations is infeasible.
- In the next section (Proposed Modifications), we will outline the maximum extent of feasible compliance.

Contact

P: 603.637.4686

E: thedock@stoneriverarchitects.com

Address

124 Bedford Center Road • Unit E

Bedford, NH 03110-5438



PROPOSED MODIFICATIONS NARRATIVE

1. Overview and Approach:

The project involves creating a new Pedestrian Access Route to connect the existing sidewalk to the building entry, with the work being classified as an alteration. Since this is an alteration rather than new construction, it must meet ADA/PROWAG standards to the maximum extent feasible, accounting for existing physical constraints that limit full compliance.

2. Key Considerations:

- **Pedestrian Circulation:** The design should ensure that existing pedestrian circulation remains uninterrupted during and after construction. R302.2 states continuous clear width, exclusive of the curb, must be a minimum of 48”.
- **Physical Constraints:** Constraints such as existing building elements, elevation changes, landscaping, or underground utilities limit the ability to achieve full compliance with slope and ramp requirements
- **Feasibility of Compliance:** Given the constraints, the design will prioritize key elements like clear width, cross slope, and smooth transitions, with reasonable adjustments made where full compliance is not feasible.

3. Proposed Design Elements:

Pedestrian Access Route Design:

- **Surface Material:** The route will be composed of durable, slip-resistant concrete that ensures a stable and firm surface for all users.
- **Cross Slope:** Limit cross slopes to 2% maximum to ensure proper drainage without creating barriers for individuals with disabilities. If existing grades make this infeasible, ensure the cross slope remains consistent with the surrounding pedestrian paths.
- **Longitudinal Slope:** In compliance with ADA standards, keep the slope of the route at or below 1:20 (5%). Under this method, the Pedestrian Access Route will not be a ramp, and thus requirements for a ramp can be omitted.
- **Clear Width:** Aim for a minimum clear width of 5 feet, though any reductions in width due to physical constraints will be documented and justified in the construction plans. A clear width of 5 feet is not a requirement, as the Pedestrian Access Route is not be considered a ramp.

Proposed Modifications and Mitigations:

- **Transitions:** Smooth transitions between the sidewalk, access route, and entry are essential. If a level surface cannot be achieved due to grade differences, an approved detectable warning surface will be used.
- **Lighting:** Adequate lighting along the access route will be provided to ensure safety and usability during low-light conditions.

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PROPOSED MODIFICATIONS NARRATIVE (continued)

4. Construction Plan:

Site Preparation:

- Survey and Stakeout: A partial site survey of the front entry will be provided if the DPW deems it necessary to accommodate this review. This will be conducted to mark the location of all physical constraints, utilities, and surrounding structures. Construction limits will be carefully staked out to avoid interference with existing pedestrian paths.
- Excavation and Grading: Concrete cuts and excavation will be performed as required to establish the proper grades for the Pedestrian Access Route. Any necessary regrading will be done to minimize the slope of the access route while working within the physical constraints.

Design and Aesthetics:

- Granite curbing is proposed to form the edges of new Pedestrian Access Route area. While not required, this aesthetic improves upon the current conditions of the area.
- Reinforcement: Reinforcing steel may be used within the concrete slab for added structural integrity, depending on anticipated load-bearing requirements.
- Concrete Pouring: Concrete will be poured to achieve a smooth, even surface, with control joints cut as needed to allow for expansion and prevent cracking.
- Curing: Adequate time for concrete curing will be observed, with protective coverings placed as necessary to shield the new surface from weather conditions.
- Ramp and Landing Construction is not applicable, as the Pedestrian Access Route is not considered a ramp. That said, to meet planning concerns, a guardrail similar to that required at ramps will be employed around the entry to guide users east to avoid the neighboring parking lot.

5. Compliance Monitoring:

Inspections:

- Inspections will be conducted during construction to ensure compliance with ADA/PROWAG guidelines to the greatest extent feasible.
- Any deviations from full compliance due to physical constraints will be accounted for in the design and properly documented. If, during construction, adjustments can be realized to achieve better compliance, those changes will be implemented and recorded at that time.

PROPOSED MODIFICATIONS CONCLUSION:

The strategy aims to integrate the new concrete entry and Pedestrian Access Route within the existing physical constraints while maintaining functionality and accessibility. The modifications prioritize safety, usability, and accessibility, ensuring that compliance is achieved to the maximum feasible extent possible given the existing site conditions. This approach ensures the creation of a new entry that enhances pedestrian access without significantly altering existing circulation patterns.

Contact

P: 603.637.4686

E: thedock@stoneriverarchitects.com

Address

124 Bedford Center Road • Unit E

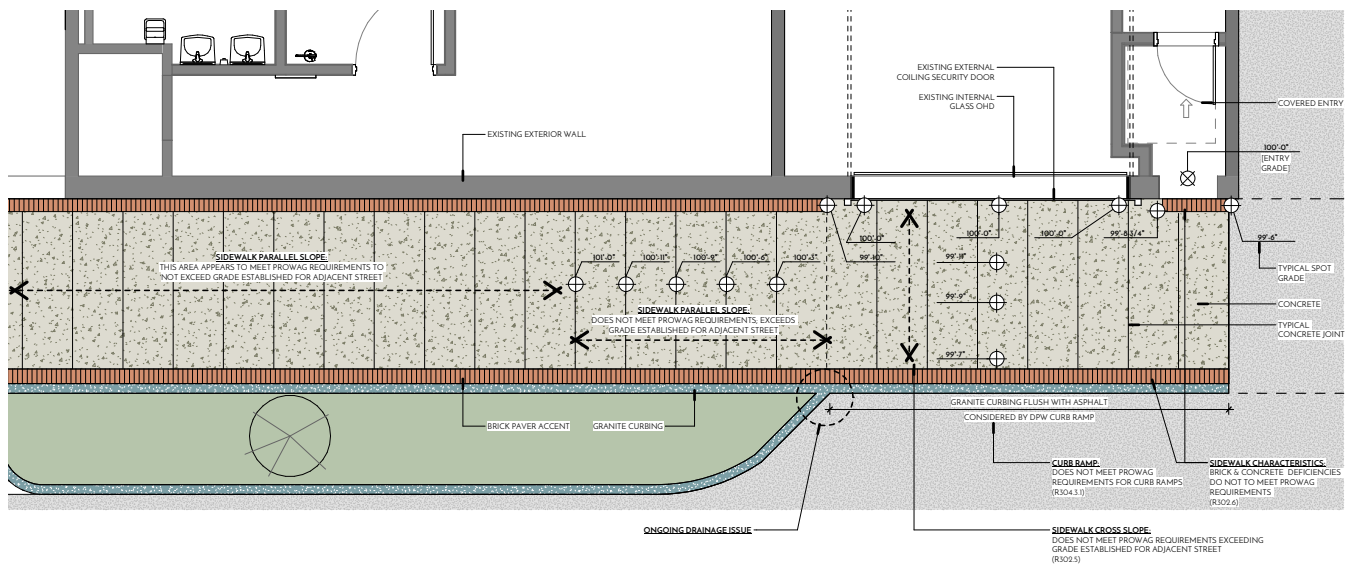
Bedford, NH 03110-5438



PROPOSED MODIFICATION GRAPHICS AND VISUALS

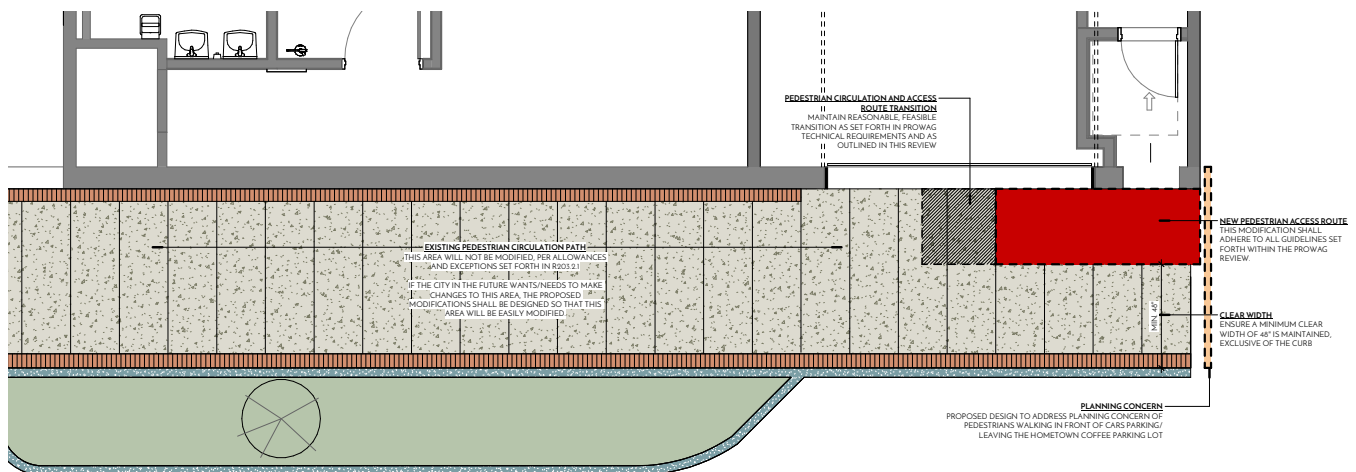
1. Existing Conditions:

Below is a partial existing site plan of the project area. This plan notes approximate spot grades, area deficiencies, and graphically represents existing materiality of the area. It is important to note the vast amount of existing conditions that are referenced in the PROWAG narrative regarding Existing Physical Constraints (R202.3)



2. Design Abstract:

The design will take into consideration all aspects of the PROWAG review and proposed modifications narrative. The design is based on 3 main concepts: Meeting feasible PROWAG requirements, addressing Planning Concerns regarding pedestrian safety as well as city beautification, and obtaining DWP approval.



Contact

P: 603.637.4686

E: thedock@stoneriverarchitects.com

Address

124 Bedford Center Road • Unit E

Bedford, NH 03110-5438

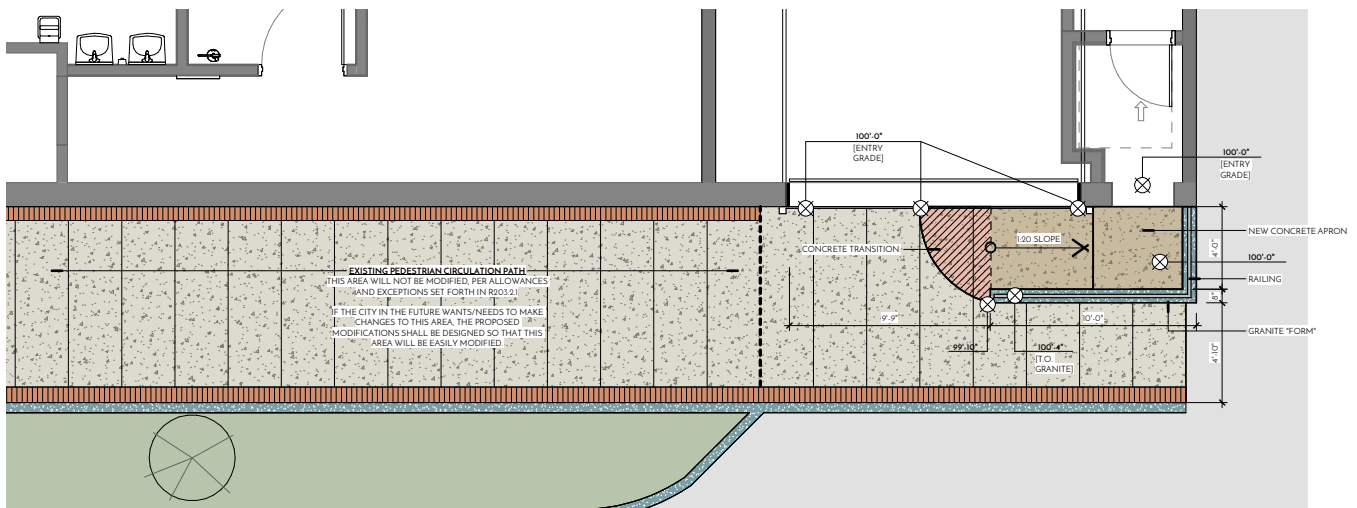


PROPOSED MODIFICATION GRAPHICS AND VISUALS

3. Anticipated Design

The design is achieved based on the PROWAG review and design abstract. As you will see, noted is a “concrete transition”. This is the only area within the design that does not meet all PROWAG standards. To fully meet PROWAG requirements, the entire sidewalk, existing curb ramp, and existing curb would have to be modified along the entire facade of the building. This work, in our estimation based on current construction costs, would cost upwards of \$30,000. It is with these reasons, we feel that design would clearly be considered “infeasible” based on PROWAG alterations (R202.3)

The below design meets all “feasible” requirements based on PROWAG, while also addressing public safety concerns and city beautification requirements by Planning, as well as satisfying DPW requirements.



Contact

P: 603.637.4686

E: thedock@stoneriverarchitects.com

Address

124 Bedford Center Road • Unit E

Bedford, NH 03110-5438



REVOCABLE LICENSE AGREEMENT

Agreement made this 8TH day of OCTOBER, 2024, by and between the City of Manchester, New Hampshire (“Licensor”) of One City Hall Plaza, Manchester, New Hampshire 03101 and REPUBLIC BREWING COMPANY LLC (“Licensee”) with an address of 72 OLD GRANITE STREET, Manchester, New Hampshire 03101.

In consideration of the mutual promises contained in this agreement the parties agree as follows:

1. Licensor grants to the Licensee a revocable license solely to construct and maintain a new entry walkway shown on plans entitled AS.0, AS.1, & AS.2 dated 2024.10.8 by Stone River Architects as attached to this agreement. (“Plans”)
2. The new Entry Walkway shall be constructed in accordance with the detail as shown on said plans and shall be in the location depicted on said Plans.
3. Licensee shall maintain all property located within the former railroad right of way area depicted on the attached plan.
4. LICENSEE hereby agrees to protect, defend, indemnify and hold the City of Manchester and its employees, agents, officers, and servants free and harmless from losses, claims liens, demands and causes of action due to the construction maintenance and use of the former railroad right of way area of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees of the City, death or damages to property (including property of the City), and without limitation by enumeration, claims or demands occurring, or in any way incident to, in connection with, or arising directly or indirectly out of this Revocable License Agreement. The Licensee agrees to investigate, handle, respond to, provide defense for and defend such claims, demands, or suits at the sole expense of the Licensee. The Licensee also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, fake or fraudulent. The provision is not intended to create any cause of action in force or of any third party against Licensee or the City or to enlarge in any way the Licensee’s liability, but is intended solely to provide for indemnification of the City from liability for damages or injuries to third persons or property arising from Licensee performance hereunder.
5. The Licensor, in its sole and unfettered discretion, may revoke this license at any time, for any reason, with or without cause. Without in any way limiting the Licensor’s rights under this paragraph the Licensor may revoke this license if

another party requests the use of any portion of the former railroad right of way which the Licensee is permitted to use pursuant to this license.

6. The Licensee shall maintain Comprehensive General Liability Insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage. The minimum limits of liability carried on such insurance shall be \$500,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$500,000 annual aggregate personal injury liability.

Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.

Contractor agrees to furnish certificate(s) of the above mentioned insurance to the City of Manchester within fourteen (14) days from the date of this Agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall name the City of Manchester as an additional insured and with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, One City Hall Plaza West, Manchester, New Hampshire, 03101 at least thirty (30) days in advance of such cancellation or change.

7. Upon revocation of this license by the City the Licensee shall remove any and all structures, pavement or other improvements constructed under the terms of this revocable licensee along with all appurtenances and materials related thereto and shall return the land to the condition it was in immediately prior to the construction of said fence.

Date

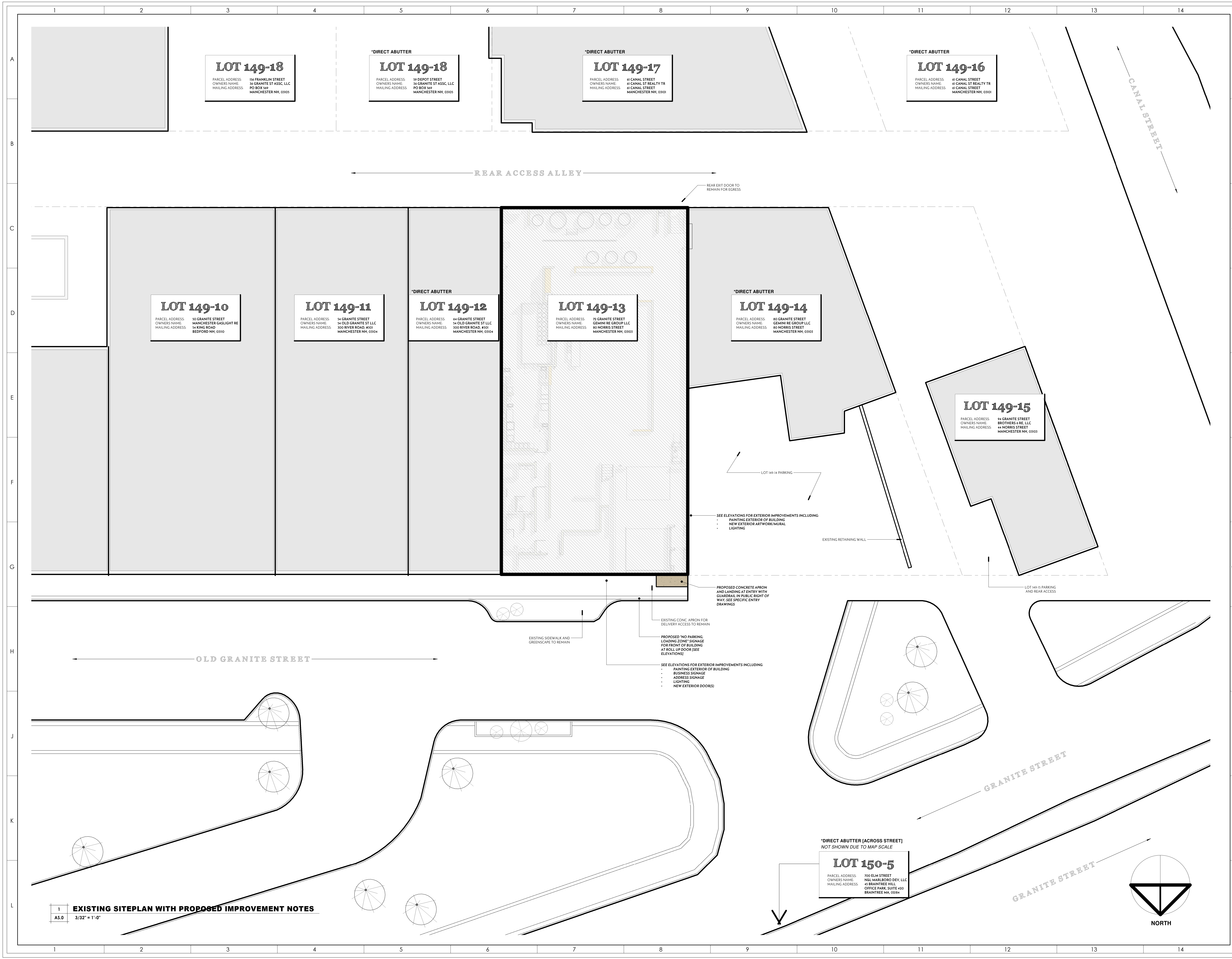
By

Its
Duly authorized

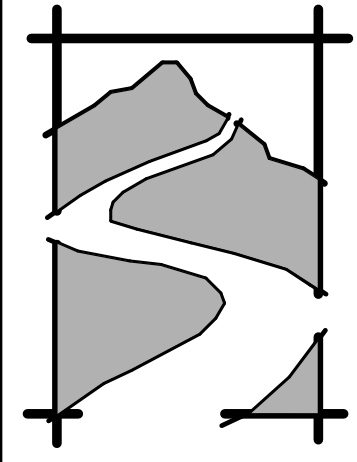
The City of Manchester, NH

Date

Jay Ruais
Mayor



1
AS.0
EXISTING SITEPLAN WITH PROPOSED IMPROVEMENT NOTES
3/32" = 1'-0"



STONE RIVER ARCHITECTS
124 Bedford Center Road, Unit E
Bedford, NH 03110
office phone: 603.637.4686
#bedoc@stoneriverarchitects.com
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CONSULTANT LOGO



**INTERIOR RENOVATION
REPUBLIC BREWING CO.**
775 GRANITE STREET, MANCHESTER NH

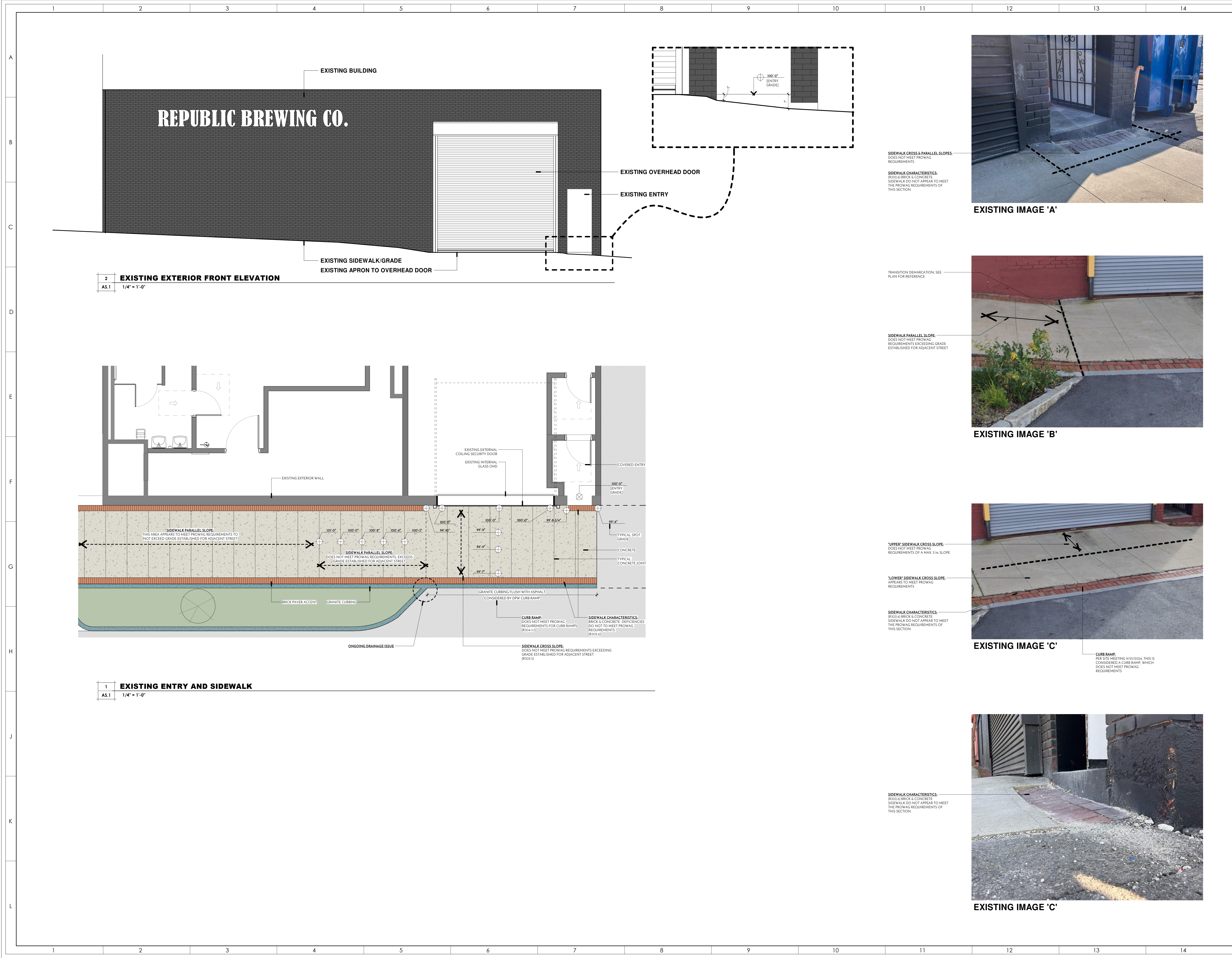
DATE: 2024.10.8

REVISIONS	
#	DATE

PERMIT SET



AS.0
PLOT PLAN
THIS DRAWING IS FORMATTED FOR A 30x42 SHEET



STONE RIVER ARCHITECTS
124 Bedford Center Road, Unit E
Bedford, NH 03110
office phone: 603.637.4686
#bedoc@stoneriverarchitects.com
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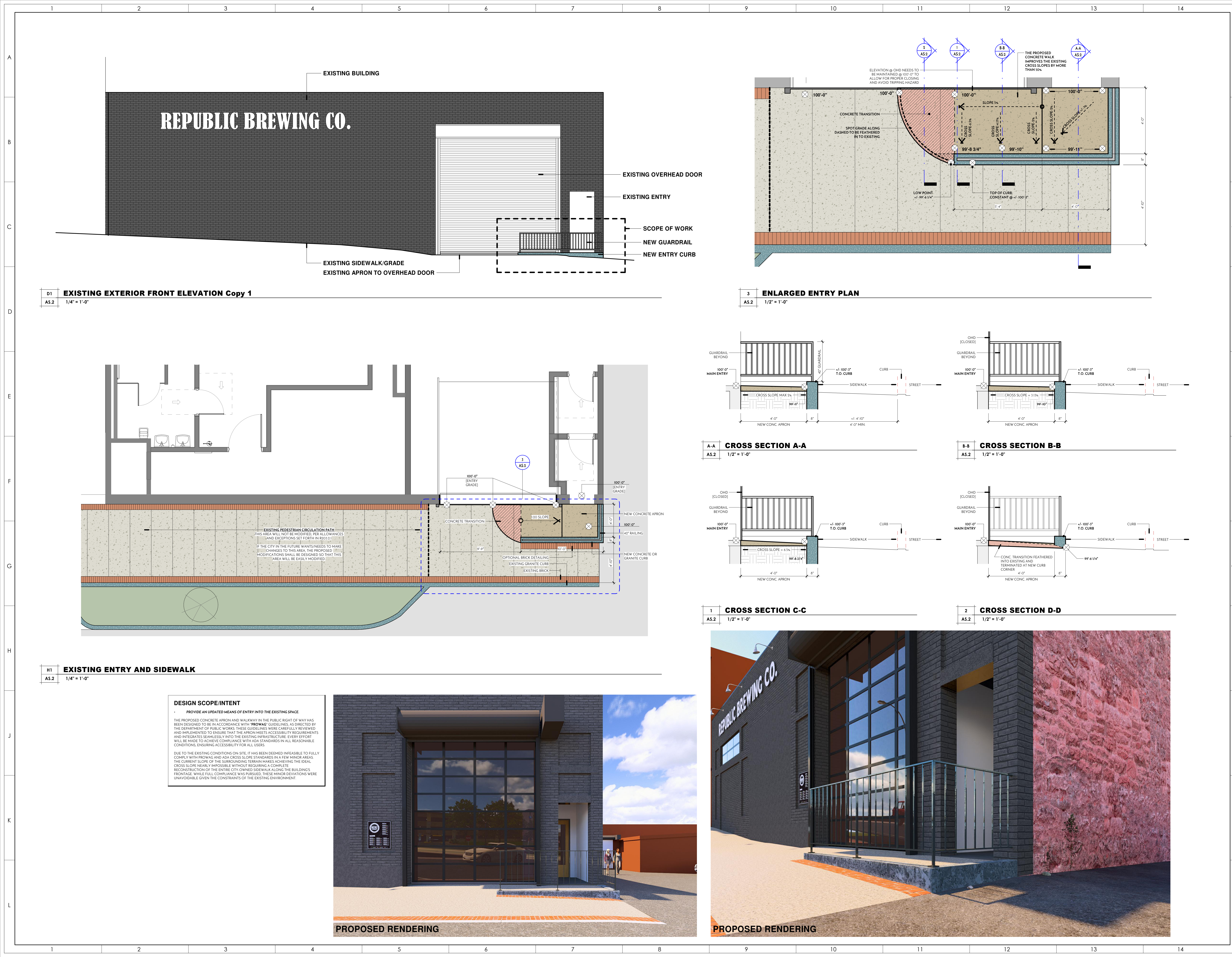
INTERIOR RENOVATION
REPUBLIC BREWING CO.
79 GRANITE STREET, MANCHESTER NH

DATE: 2024.10.8

REVISIONS	
#	DATE

PERMIT SET

AS.1
EXISTING ENTRY CONDITIONS
THIS DRAWING IS FORMATTED FOR A 30x42 SHEET



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124 Bedford Center Road, Unit E
Bedford, NH 03110
office phone: 603.637.4666
info@stoneriverarchitects.com
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CONSULTANT LOGO

INTERIOR RENOVATION
REPUBLIC BREWING CO.
79 GRANITE STREET, MANCHESTER NH

DATE: 2024.10.8

REVISIONS	
#	DATE

PERMIT SET

AS.2
NEW ENTRY AT PUBLIC RIGHT OF WAY
THIS DRAWING IS FORMATTED FOR A 30x42 SHEET

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Mark Gomez
Chief of Parks, Recreation
& Cemetery



Commission
Colin Manning, Chair
David Flurey
Erika Connors
Erin Loomis Laughlin
Jen Drociak

CITY OF MANCHESTER
Department of Public Works
Parks, Recreation & Cemetery Division

October 3, 2024

Board of Mayor and Aldermen
Committee on Lands & Buildings
ATTN: Chairman Levasseur

Re: Installation of a Monument Honoring Veterans of Recent Conflicts at Veterans Memorial Park

Chairman Levasseur:

In September, representatives of the Manchester NH Veterans Council approached the Parks, Recreation & Cemetery Division with a proposal to install a new monument at Veterans Park. The proposed monument would honor veterans of recent conflicts (the war on terror and operations in Iraq and Afghanistan).

This proposal is consistent with the purpose and character of Veterans Park. The location identified for installation of the monument (a triangular patch of grass in the southeastern quadrant of the park, adjacent to park pathways and Central Street) is appropriate and should not interfere with community events taking place at the park.

The Parks, Recreation & Cemetery Commission reviewed and voted to support the proposal, in concept, at its September 25th meeting (see attached letter from Chair Colin Manning).

The proponents of this project are not asking for public funding. They intend to entirely fund the installation with private donations, some or all of which they intend to recognize within the installation itself.

I am asking the Board of Mayor and Alderman to consider approving the proposed installation, with the stipulation that the final design, including all inscriptions, be subject to the review and approval of the Chief of Parks, Recreation & Cemetery.

I will be available to answer any questions you may have.

Sincerely,

Mark Gomez
Chief of Parks, Recreation & Cemetery

cc: Tim Clougherty, Public Works Director
Owen Friend-Gray, Deputy Public Works Director

Matthew Normand
City Clerk



JoAnn Ferruolo
Assistant City Clerk

Lisa McCarthy
Assistant City Clerk

CITY OF MANCHESTER

Office of the City Clerk

October 7, 2024

Chairman Levasseur
Lands and Building Committee
Board of Mayor and Alderman

I would like to suggest naming the Soccer Field where Central High School Boys practice and play their Junior Varsity games at Livingston Park Baseball Field after long time and former Central High School Coach Chris Laberge. Chris Laberge is the winningest boys coach in Manchester Central High School history with 24 years at the helm. He was the first coach to win a State Championship at Central and he has deep roots in the community. The soccer field currently has no name and when referenced for a game site is called "Livingston Park Baseball Field" which does not give identity to the field. The naming of "Chris Laberge Soccer Field" will give immediate identity and will honor a person who has given a tremendous amount of time and energy to the program.

Here is the overview of the site:



Sincerely,

Chris Morgan – Alderman Ward 1

Matthew Normand
City Clerk



JoAnn Ferruolo
Assistant City Clerk

Lisa McCarthy
Assistant City Clerk

CITY OF MANCHESTER

Office of the City Clerk

October 7, 2024

Chairman Levasseur
Lands and Building Committee
Board of Mayor and Alderman

Dear Chairman Levasseur:

I would like to name Sheridan Emmett Soccer Field after Thamba Mbungu. The field would be called "Thamba Field". This request has come from the entire Beech Street Soccer Community and it is a fitting tribute to a person who spent considerable time at this field and was looked up by many youth in the area.

The Life and Legacy of Thamba Mbungu

Thamba Mbungu was born on August 19, 2001, in the Nyarugusu refugee camp in Tanzania after his family fled the war in the Democratic Republic of Congo. He was the youngest of seven siblings, born to Thubilandu Mbungu and Jolie Mbosho Kwete. In 2010, at the age of nine, Thamba and his family relocated to the United States. He attended Beech Street Elementary School, where he graduated in 2012, before moving on to Hillside and Southside Middle Schools, completing his middle school education in 2015. For high school, Thamba attended both Memorial High School and Central High School. Soccer was a central part of Thamba's life from a young age. He grew up playing at Beech Street Park and spent countless hours honing his skills there. Over the years, he played for several soccer clubs, including Inti, GPS, Seacoast, and New England Revolution. In his senior year at Central High School, Thamba earned the prestigious honor of being named an All-American.

Thamba's connection to his community was strong, and he was deeply loved by those around him. He spent much of his free time volunteering, coaching, and mentoring children through organizations like Safari Youth Club and Bring IT. He was a role model to many young aspiring soccer players, guiding them toward their goals and demonstrating what it meant to work hard for success. Thamba was one of the first in his community to be offered a professional soccer contract in Manchester.

In 2021, Thamba trained with the Congolese national team and was on the verge of signing a professional contract. Sadly, his life was cut short on by a tragic incident in Manchester NH on October 23, 2021 before he could fully realize his dreams. However, Thamba's legacy lives on, not only through the memory of his infectious smile and hearty laugh but also through his unwavering work ethic and determination. Thamba was known for his belief that hard work could lead to success, no matter the circumstances. In honoring his memory, we hope to inspire others to pursue their dreams with the same dedication and resilience that Thamba exemplified throughout his life.

I ask that this be brought to the BMA on October 15th in so that it can be named as quickly as possible to capture the remaining soccer season. The field is currently lined for soccer and has goals, making it a true soccer field for the Beech Street area community.

Thank you.

Chris Morgan- Alderman Ward 1

October 4, 2024

Via email only: pchiesa@manchesternh.gov
lmccarthy@manchesternh.gov
MNORMAND@manchesternh.gov

Ms. Lisa McCarthy, Assistant City Clerk
Mr. Matthew Normand, City Clerk
Mr. Peter Chiesa, Deputy City Solicitor
One City Hall Plaza
Manchester NH 03101

RE: Building & Lands October 15, 2024 Committee Meeting

Dear Lisa, Peter, and Matthew:

On behalf of the Manchester School District, this letter serves as an outline and cover letter to accompany the meeting packet for the Building & Lands Committee meeting scheduled for October 15, 2024. Attached to this cover letter are the following documents:

- Figure 1 – Existing Conditions Aerial Plan
- Figure 2 – Existing Conditions Survey Plan
- Figure 3 – Proposed Conditions Concept Plan
- Amoskeag Partial Release of Deed [draft version] *As of the issuance of this letter, Mr. Chiesa is working with Ms. Laura Dodge [Amoskeag attorney] on finalizing the release of deed*
 - o Survey from BSC dated September 24, 2024

As you may know, the Priority One Project team, consisting of Jim O'Connell, Dr. Chmiel, SMMA representatives [Matt Rice and Jennifer Soucy], DPW representatives [Tim Clougherty and Mark Gomez], the Mayor, his chief of staff, and myself met yesterday to discuss the Beech Elementary School project, the Amoskeag release of deed and the upcoming associated meetings with Bldg. and Lands [October 15] and then the BOMA [November 19].

The meeting was very collaborative, and the mayor was supportive of the plan that was outlined. In summary, the plan is as follows:

- 1- Construct a new school on the Sheridan-Emmett Park,
- 2- Abate and demolish the existing Beech School,
- 3- The existing Beech Street school will be abated and demolished, and the area that the existing Beech School comprised will be restored to park use with amenities in coordination with the DPW at a future date. Said abatement, demolition, and site

restoration to park use will be funded from the Priority One \$306 million dollar project budget.

It is my understanding that there are two key requests to be brought before the Building & Lands Committee on October 15, which would require their recommendations to be presented to the Board of Mayor and Aldermen [BOMA] during the November 19, 2024 meeting:

Requests/ Recommendations:

- 1- To have Bldg. & Lands accept and recommend approval of the Amoskeag partial release of deed.
- 2- To authorize the change in use for the Sheridan-Emmett Park from park use to school use.

In the interest of time on this matter, if you have any questions or concerns, please feel free to call me on my cell at 617-872-5180.

In closing, thank you for your coordination with this critical component for the Beech Elementary School and the Priority One Projects.

Sincerely

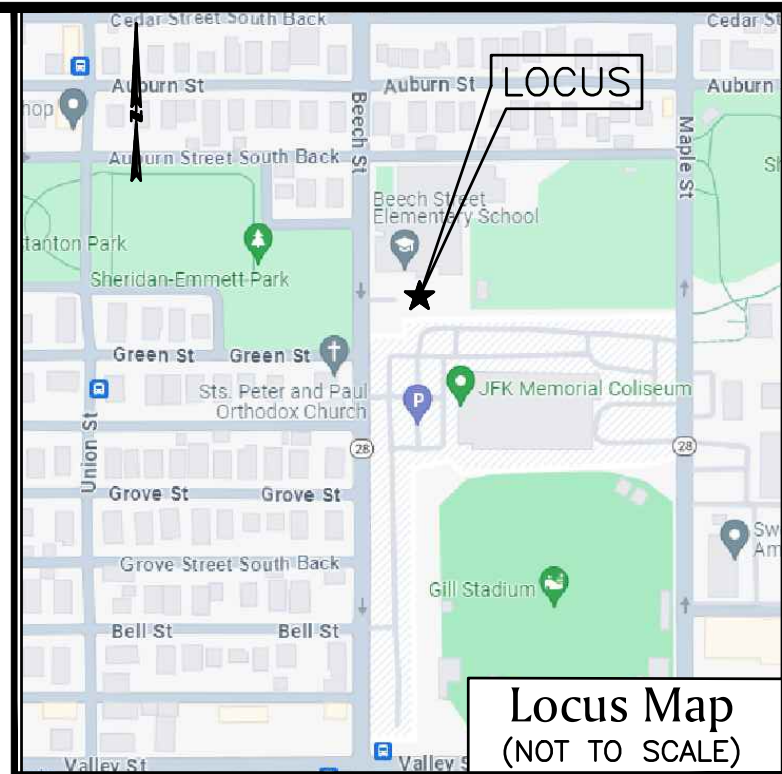
A handwritten signature in blue ink that reads "D Saindon".

David Saindon
Project Executive

Attachments:

- Figure 1 – Existing Conditions Aerial Plan
- Figure 2 – Existing Conditions Survey Plan
- Figure 3 – Proposed Conditions Concept Plan
- Amoskeag Partial Release of Deed [draft version] *As of the issuance of this letter, Mr. Chiesa is working with Ms. Laura Dodge [Amoskeag attorney] on finalizing the release of deed*
 - o Survey from BSC dated September 24, 2024

cc: Dr. Jennifer Chmiel [School District],
Jim O'Connell [School District],
Tim Clougherty [DPW],
Mark Gomez [DPW]
Matt Upton [Drummond Woodsum],
Jenn Soucy [SMMA],
Matt Rice [SMMA],
Marisa Fryer [SMMA],
Hamdi Cobanoglu [LF],
File



LEGEND

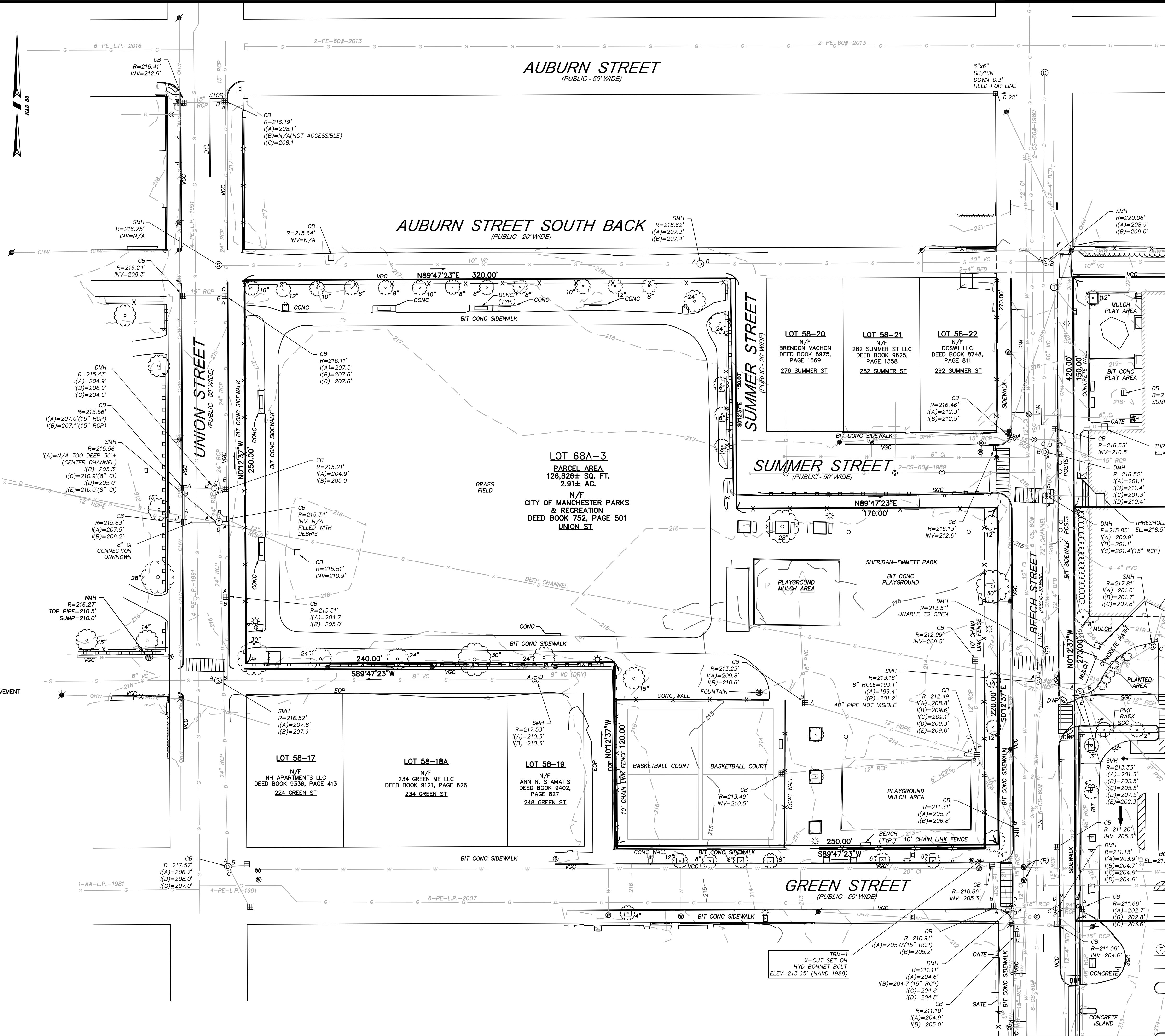
- | | |
|--|---------------------------------|
| | CATCH BASIN |
| | HYDRANT |
| | WATER GATE |
| | GAS GATE |
| | GAS METER |
| | VENT PIPE |
| | UTILITY POLE |
| | UTILITY POLE W/LIGHT |
| | UTILITY POLE W/TRANSFORMER |
| | GUY POLE |
| | GUY ANCHOR |
| | METAL POST W/ UTILITY BOX |
| | DECIDUOUS TREE |
| | STONE BOUND |
| | STONE BOUND W/DRILL HOLE |
| | STONE BOUND W/ESCUTCHEON PIN |
| | CONCRETE BOUND |
| | CONCRETE BOUND W/DRILL HOLE |
| | SEWER MANHOLE |
| | DRAIN MANHOLE |
| | WATER MANHOLE |
| | ELECTRIC MANHOLE |
| | TELEPHONE MANHOLE |
| | CABLE MANHOLE |
| | UNKNOWN MANHOLE |
| | SHRUB |
| | TRAFFIC LIGHT |
| | LAMP |
| | ELECTRIC HANDHOLE |
| | ELECTRIC METER |
| | HANDHOLE |
| | TRAFFIC CONTROL BOX |
| | UTILITY ACCESS PANEL |
| | SIGN |
| | HANDICAP PARKING SPACE |
| | BORE |
| | SEWER LINE |
| | DRAIN LINE |
| | WATER LINE |
| | GAS LINE |
| | UNDERGROUND ELECTRIC |
| | OVERHEAD WIRE |
| | CHAIN LINK FENCE |
| | WOOD GUARDRAIL |
| | CONC/CABLE GUARDRAIL |
| | TREELINE |
| | HEDGE |
| | BIT CONC |
| | BIT CONCRETE |
| | CONC |
| | CONCRETE |
| | CCB CAPE COD BEAM |
| | DWP DETECTABLE WARNING PAD |
| | DYL DOUBLE YELLOW PAINT LINE |
| | EOP EDGE OF BITUMINOUS PAVEMENT |
| | I INVERT |
| | R RECORD UTILITY |
| | SGC SLOPED GRANITE CURB |
| | SWL SOLID WHITE PAINT LINE |
| | VGC VERTICAL GRANITE CURB |

GENERAL NOTES

- THIS PLAN IS BASED UPON AN ON-THE-GROUND SURVEY PERFORMED BY BSC GROUP, INC. BETWEEN DECEMBER 2023 AND APRIL 2024.
- HORIZONTAL DATUM IS BASED UPON NAD '83 AS DERIVED VIA GPS OBSERVATIONS PERFORMED BY BSC GROUP, INC. ON DECEMBER 6, 2023.
- VERTICAL DATUM IS BASED UPON NAVD '88 AS DERIVED VIA GPS OBSERVATIONS PERFORMED BY BSC GROUP, INC. ON DECEMBER 6, 2023.
- LOCUS IS LOCATED WITHIN ZONE "X" AS GRAPHICALLY DEPICTED ON FLOOD INSURANCE RATE MAP NUMBER #330110377D, EFFECTIVE DATE SEPTEMBER 25, 2009.

LICENSED LAND SURVEYOR
FOR BSC GROUP, INC.

I HEREBY CERTIFY THAT THIS SURVEY AND PLAT WAS
PREPARED BY ME OR THOSE UNDER MY DIRECT
SUPERVISION.



EXISTING
CONDITION PLAN

333 BEECH STREET
IN
MANCHESTER
NEW HAMPSHIRE
(HILLSBORO COUNTY)

BEECH STREET
ELEMENTARY SCHOOL
SEPTEMBER 25, 2024

PREPARED FOR:
SYMME MAINI &
McKEE ASSOCIATES
1000 MASSACHUSETTS AVENUE
CAMBRIDGE, MA 02138

BSC GROUP
BUILD | SUPPORT | CONNECT

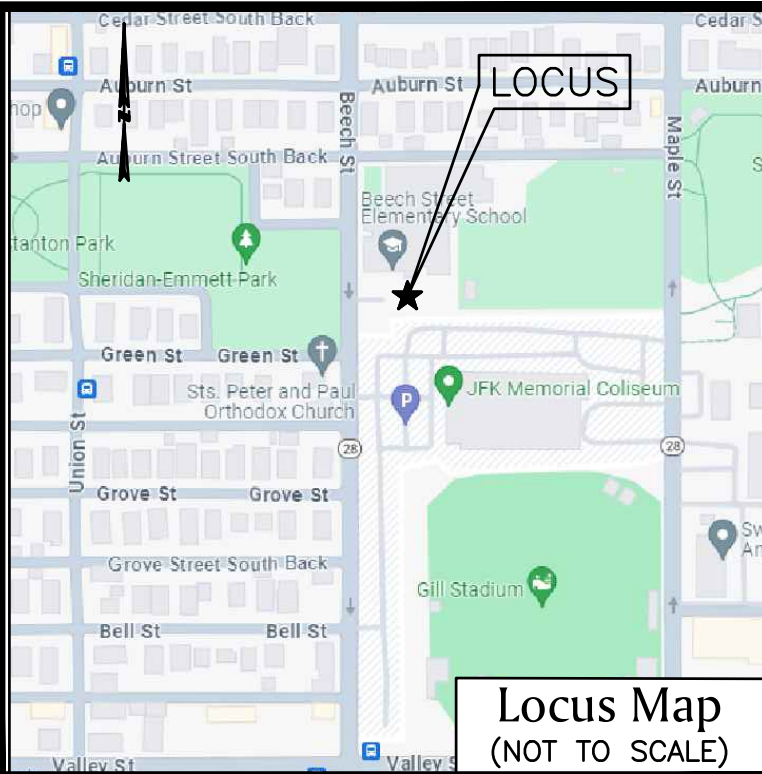
803 Summer Street
Boston, Massachusetts
02127

617 896 4300

© 2024 BSC Group, Inc.

SCALE: 1" = 30'
0 3.75 7.5 15 30 60 FEET
0 15 30 60 METERS

PROJ. MGR.: K. THOMPSON
FIELD: M. GHANBARI
CALC./DESIGN: J. PORTUONDO
DRAWN: J. PORTUONDO, L. VERSOY
CHECK: S. EWALD
FILE: P:\002850010\S\1 BEECH\DRAWINGS
DWG: 2850010EC BEECH SHEET
JOB. NO: 2-8500.10 1 OF 2

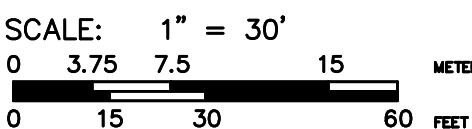


BEECH STREET
ELEMENTARY SCHOOL
SEPTEMBER 25, 2024

SYMMES MAINI &
McKEE ASSOCIATES
100 MASSACHUSETTS AVENUE
CAMBRIDGE, MA 02138

BSC GROUP 
BUILD | SUPPORT | CONNECT
 803 Summer Street
 Boston, Massachusetts
 02127

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PROJ. MGR.: K. THOMPSON		
FIELD: M. GHANBARI		
CALC./DESIGN: J. PORTUONDO		
DRAWN: J. PORTUONDO, L. VERSOY		
CHECK: S. EWALD		
FILE: P:\002850010\S\1 BEECH\DRAWINGS		
DWG.: 2850010EC BEECH	SHEET	
JOB. NO: 2-8500.10	2	2



Fig. 1

EXISTING CONDITIONS
AERIAL PLAN

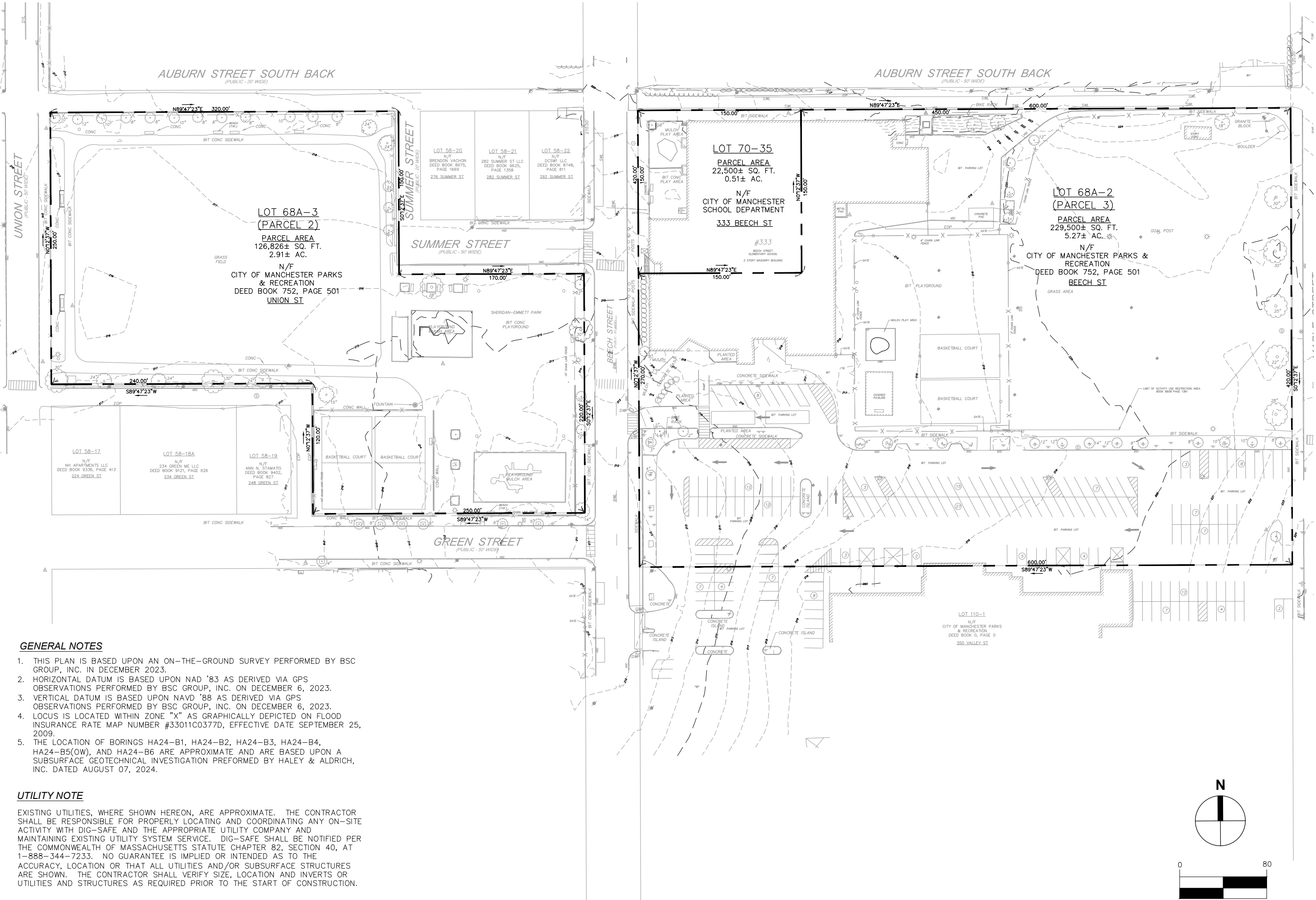
BEECH STREET ELEMENTARY SCHOOL

324 BEECH STREET
MANCHESTER, NH

JOB NO.: 24026

P:\2024\24026\BIM\clb\fig - Existing Conditions & Proposed Layout.dwg

10/1/2024 1:47:22 PM



GENERAL NOTES

- 1. THIS PLAN IS BASED UPON AN ON-THE-GROUND SURVEY PERFORMED BY BSC GROUP, INC. IN DECEMBER 2023.
- 2. HORIZONTAL DATUM IS BASED UPON NAD '83 AS DERIVED VIA GPS OBSERVATIONS PERFORMED BY BSC GROUP, INC. ON DECEMBER 6, 2023.
- 3. VERTICAL DATUM IS BASED UPON NAVD '88 AS DERIVED VIA GPS OBSERVATIONS PERFORMED BY BSC GROUP, INC. ON DECEMBER 6, 2023.
- 4. LOCUS IS LOCATED WITHIN ZONE "X" AS GRAPHICALLY DEPICTED ON FLOOD INSURANCE RATE MAP NUMBER #33011C0377D, EFFECTIVE DATE SEPTEMBER 25, 2009.
- 5. THE LOCATION OF BORINGS HA24-B1, HA24-B2, HA24-B3, HA24-B4, HA24-B5(OW), AND HA24-B6 ARE APPROXIMATE AND ARE BASED UPON A SUBSURFACE GEOTECHNICAL INVESTIGATION PREFORMED BY HALEY & ALDRICH, INC. DATED AUGUST 07, 2024.

UTILITY NOTE

EXISTING UTILITIES, WHERE SHOWN HEREON, ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY LOCATING AND COORDINATING ANY ON-SITE ACTIVITY WITH DIG-SAFE AND THE APPROPRIATE UTILITY COMPANY AND MAINTAINING EXISTING UTILITY SYSTEM SERVICE. DIG-SAFE SHALL BE NOTIFIED PER THE COMMONWEALTH OF MASSACHUSETTS STATUTE CHAPTER 82, SECTION 40, AT 1-888-344-7233. NO GUARANTEE IS IMPLIED OR INTENDED AS TO THE ACCURACY, LOCATION OR THAT ALL UTILITIES AND/OR SUBSURFACE STRUCTURES ARE SHOWN. THE CONTRACTOR SHALL VERIFY SIZE, LOCATION AND INVERTS OR UTILITIES AND STRUCTURES AS REQUIRED PRIOR TO THE START OF CONSTRUCTION.

SMMA

BEECH STREET ELEMENTARY SCHOOL

DATE:	10/01/2024
ISSUE:	
SCALE:	1" = 80'
REF:	
DR BY:	KIC
CK BY:	MF

Fig. 2

EXISTING CONDITIONS
SURVEY PLAN

324 BEECH STREET
MANCHESTER, NH

JOB NO.: 24026

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10/1/2024 1:45:05 PM

SYMME MAINI & MCKEE ASSOCIATES
1000 Massachusetts Avenue
Cambridge, Massachusetts 02138
P:617.547.5400 F:617.648.4820

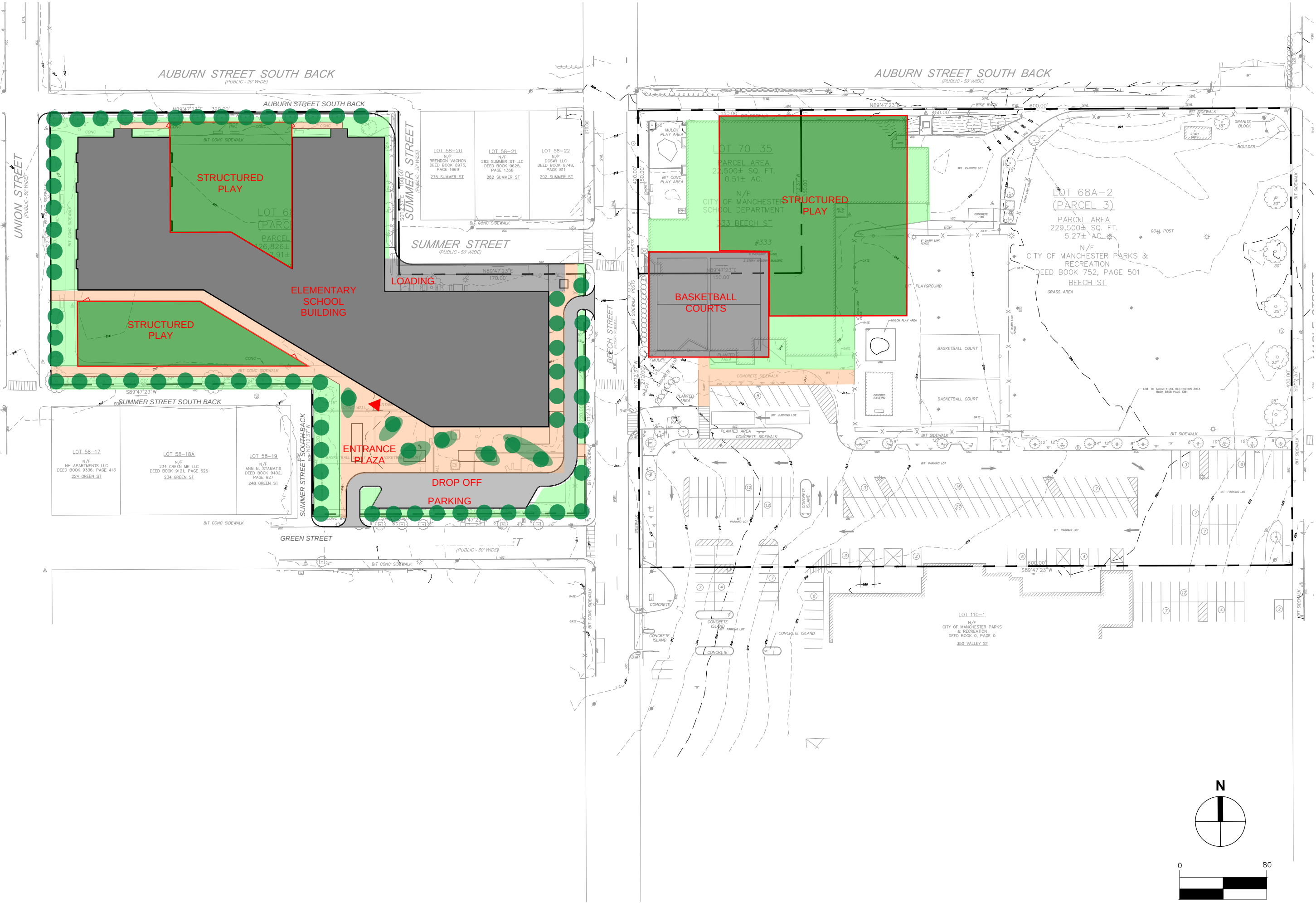


Fig. 3

BEECH STREET ELEMENTARY SCHOOL

SMMA

DATE:	10/01/2024
ISSUE:	
SCALE:	1" = 80'
REF:	
DR BY:	KIC
CK BY:	MF

324 BEECH STREET
MANCHESTER, NH

JOB NO.: 24026

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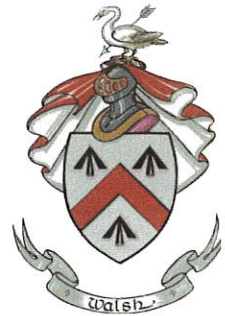
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PROPOSED CONDITIONS
CONCEPT PLAN

SYMME MAINI & MCKEE ASSOCIATES
1000 Massachusetts Avenue
Cambridge, Massachusetts 02138
P:617.547.5400 F:617.648.4820



City Clerk's Office
JUL 03 2024
RECEIVED



The Moher, Brendle and Walsh Families
Formally request
Your attention and Consideration

Honorable Jay Ruais, Mayor
Board of Aldermen,
C/O the City Clerk

The families of Inspector William Moher formally request that the city of Manchester honor the memory of Inspector Moher in this year, the 103rd anniversary of his death, in the line of duty, protecting the City of Manchester. We humbly ask that his service to the City of Manchester be recognized and that his name be memorialized in some fitting fashion with a bronze plaque.



We ask that the City of Manchester consider naming rights to some significant street or public building for Inspector Moher, cementing his legacy and recognizing his sacrifice to the city. The family is pleased that the Manchester Police Department is continuing to memorialize the death of Inspector Moher at the Saint Joseph Cemetery on or about the anniversary of his death. However, given the sacrifices of others in the line of duty and their names being recognized, it is only fitting and fair that Inspector Moher be acknowledged for his service to the city.

Attached you will find the original script from the Manchester Union Newspaper from the morning of July 4th, 1921, giving a full account of Inspector Moher's final act of service to this great city.

Sincerely,

Marlene Moher Thompson
Dennis J. Walsh
Melissa Moher Roy
Robert Moher
Dudley Moher Daigle

Colin O'Brien-Aott
Dennis Walsh
Colleen Mousseau

James V. Wall
Yolande Etnier-Walsh
Madolyn Garvey Sullivan
David R. Neely
Richard E. Dwyer
Kathleen M. Messer

THE MANCHESTER UNION.

MONDAY MORNING, JULY 4, 1921

INSPECTOR WILLIAM M. MOHER DIES FROM WOUND INFLICTED BY NASHUA YEGG HE KILLED



INSPECTOR WILLIAM M. MOHER.

REVOLVER DUEL FOLLOWS CHASE AFTER BURGLAR

Later Identified as Oscar
Richard, 22, Overseas Vet-
eran, of Gate City.

INTENSE EXCITEMENT CAUSED BY SHOOTING

Visit to Pawnshop Saturday Starts Thrilling
Race Through Streets; Nashuan Shot to
Death; Officer Succumbs Sunday
Afternoon.

Inspector William M. Moher, for many years one of the best known member's of the Manchester police department, died at the Sacred Heart hospital at 5:30 o'clock Sunday afternoon, as the result of bullet wounds inflicted by Oscar Richard, 22, of Nashua, in a revolver duel, in South Manchester Saturday afternoon. Richard was killed in the fray, Inspector Moher putting five bullets into the yegg's body. Moher, despite the most skillful medical attendance, died as the result of shock.

Richard, it is alleged, had been concerned in the robbery of the house of Colonel Anderson at Nashua on Tuesday night last and was in Manchester trying to dispose of jewelry which he had taken from the Anderson home.

Anta-Mortem Statement.

The story leading up to the affray as told by Inspector Moher in an ante-mortem statement, is comparatively clear, though the witnesses of the

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MOHER

(Continued from Page One.)

affair vary in their statements in a few minor details.

Shortly after 3 o'clock Saturday after-noon, two men went into what is known as the Puritan Loan company's place at the corner of Lake Avenue and Elm street. This is a pawnshop and is run by a man named Silverman.

One of the men, who proved to be Richard, drew a piece of jewelry from his pocket and asked Mr. Silverman to buy it. The proprietor of the shop asked him how much he wanted for it, and Richard declared that he would be satisfied with six dollars. Mr. Silverman offered him a lesser sum, which the stranger declined to accept. The two men then went away.

A few minutes afterwards, Richard, as it proved, came back, and from one of his coat pockets drew quite a lot of jewelry, and wanted to make a trade. The possession of so many valuables by the stranger aroused the suspicions of Mr. Silverman.

Richard walked behind the counter, following the proprietor, and dumped the jewelry on a back counter. Just then a customer came into the store and wanted to purchase a pair of stockings. Silverman left Richard to wait upon the customer. After the customer had gone, Silverman stepped to the door and looked up and down the street for an officer, as he had well defined suspicions that Richard had too much jewelry in one bunch, which denoted that it was stolen loot.

Inspector Moher was just then coming down the street, being engaged in his daily visitations to the pawn shops. Mr. Silverman beckoned to him,

and Moher went into the pawn shop and confronted Richard.

He asked Richard what he wanted to sell, and the young man pulled out a watch – apparently his own – and Silverman, unbeknown to the stranger, shook his head at the officer, and pointed to his pocket. Richard had scooped up the jewelry from the back counter and replaced it in one of his coat pockets.

Escapes from Pawnshop.

Inspector Moher then took hold of Richard and started with him to the back of the pawn shop, evidently to search the man, who then began to berate the officer in rough language. It was then that Richard gave the officer a sudden push and tried to trip him, in the meantime wrenching himself away from Moher and darting out of the door. The officer, as soon as he could regain his balance, was close on his heels.

Richard had fled across Elm street to Granite street and ran fast in the direction of the passenger station. Inspector Moher, one of the quickest men in the police department, who seldom let a man get away from him, saw that he was no match for the stranger in speed.

He instantly commandeered an automobile belonging to Charles McCarthy of 51 Clay street, a well-known shoe salesman, and asked McCarthy to drive in the direction of the passenger station. The inspector searched all the vicinity of the station, but the stranger had evidently made a good disappearance.

Inspector Moher then ordered McCarthy to drive up Auburn street and at Willow street, near the Sunshine Biscuit branch office, the two men halted the automobile and alighted. Moher had seen the stranger turn into Willow street, and the officer and McCarthy hid behind a building and waited for the man to come along.

As the yegg appeared, Moher stepped out and confronted him. Here the stories differ, but not materially. McCarthy, who has been a nervous wreck ever since the tragic occurrence, states that he was not sure whether Moher had drawn his revolver. Another witness, who claims to have seen the duel, says that Moher had his revolver in his hand as he stepped out and met young Richard. The witness... had told others of the occurrence.

Moher ordered Richard to throw up his hands, supplementing his remark with the exclamation, "Now, I have got you." Moher himself said that he had his revolver in his hand pointing at Richard.

The yegg made a plea for the officer not to shoot, and said, "Put down your gun." At that, Moher dropped his hand, in which he had the weapon, and started towards the yegg.

Yegg Starts Firing

The men at this time were at close range. In an instant the stranger had whipped out a revolver and began firing.

Mr. McCarthy states that when Moher again raised his revolver to reply, his pistol hand was bleeding, and it was afterwards discovered that the first shot that the yegg had fired had passed between two fingers of his pistol hand, grazing the skin and causing the blood to flow.

It was then that the two men emptied their revolvers at each other. Inspector Moher fired at least six shots, five of which took effect. The yegg evidently at the second shot had dealt the officer his death blow. It is thought that the yegg fired six times, but the other four shots went wild.

Richard sustained five wounds. Three of them were in the chest, and any one of them might have been of a fatal character. One bullet went through the palm of Richard's hand, and the fifth bullet through his left forearm.

The yegg had given the inspector his death wound, as it proved, but he was also riddled, and had but a moment to live. Moher had fallen to the ground, while Richard had walked to the Valley cemetery fence, about a dozen feet away, and tossed his pistol over the fence into the graveyard. He had time to do no more, for he dropped dead in his tracks.

Intense Excitement

The shooting caused the most intense excitement. The first policeman to arrive was George E. Welch, who was attracted to the sound of shots and the running of the crowds. Policeman Welch took immediate charge of the situation, sending in an emergency call for the police ambulance.

When policeman Welch reached the scene, Inspector Moher was on the ground, and Mr.

McCarthy was leaning over him, asking him where he was hurt. Moher retained his consciousness and was one of the coolest men in the crowd, if not the coolest.

The police ambulance made a record run to the scene, picked up the wounded inspector and also the body of Richard, and made a rapid run to the Sacred Heart hospital. But Richard was dead, apparently when picked up. The wounded inspector was immediately given over to the charge of the hospital surgeons, while the body of Richard was taken to the Wallace funeral home at the corner of Pine and Lowell streets. All this time the identity of the yegg was unknown. There were many rumors that he was a "Red," and a Russian, and it turned out that he was neither.

Doctor Walter A. Bartlett, medical referee, examined the body of Richard, and gave as his opinion that death had ensued as the result of hemorrhage of the heart and lungs caused by bullet wounds.

Attention was immediately given to the wounded inspector at the Sacred Heart hospital. Doctor John C. O'Conner, one of the most skillful surgeons in Manchester, and a corps of medical assistants took the case in hand.

It was seen at once that the condition of Inspector Moher was extremely critical. The bullet from the yegg's revolver went into the upper part of the abdomen, driving through the stomach, perforating the small intestine in four places and the large intestine in three places. The missile continued on clear through the hip bone, making a hole as large as a half dollar in the bone.

Bowels Torn To Pieces

When placed on the operating table it was seen that Moher had suffered internal hemorrhages, but the doctors were able to control this situation. The other wound sustained by the inspector was between the fingers of the right hand, a bullet evidently passing between the fingers and grazing the skin enough to cause bleeding, the other was the death wound, that which practically tore his bowels to pieces. The attending physicians stated that the bullet had lacerated the interior of the officer's abdomen very badly.

No effort was made to remove the bullet, which had passed through the hipbone, but it was

located by means of the X-ray, and was in such a position that it was not thought that it would give any serious trouble. To remove it under the circumstances would only cause more annoyance to the patient, and it was decided to let it remain where it was.

In the meantime, the doctors had sewed up the seven perforations of the bowels and had applied more drainage tubes. Saturday night it was given out that unless two alternatives ensued – peritonitis or tetanus, the scientific name for lockjaw, there was an even chance for the wounded officer.

Inspector Moher passed a very comfortable night Saturday night, considering the very grave nature of the wound, but the doctors also feared shock. When brought to the hospital Moher was suffering more or less from his wounds.

While the surgeons were getting the X-ray apparatus ready, Captain Charles R. Healey came to the hospital, and the inspector told the story of the shooting and the incidents which led up to the affray, in a very cool and calm manner. In fact, up to a half an hour previous to his death, which occurred at 5:30 o'clock Sunday afternoon, the inspector was one of the bravest and coolest men in the hospital.

Saturday night was passed by the wounded officer in a fairly comfortable manner considering the terrible nature of his injuries, although he was suffering a great deal of pain. Sunday morning his pulse became irregular. The shock and collapse drew on early in the afternoon and the crisis of the shock was reached at 3 o'clock. It was then seen that it was but a matter of a few moments before death must come to the officer.

Shock Causes Death

The heart and the blood vessels after that hour declined to perform their proper functions, and death came at 5:30, the resultant cause of death being collapse induced by shock.

The physicians stated that much depended upon how close the two men were when the shooting took place, as a bullet acts differently when at close range. Sunday morning, doctor O'Conner asked the inspector how close he was to the yegg when the firing took place, and Moher said, "As close as you are to me know." The distance was about three feet.

In the meantime, the police were not idle in their efforts to discover the identity of the yegg who had done the shooting. He was not positively identified as Oscar Richard of Nashua until Sunday morning.

It appears that on Tuesday night last, the home of Colonel Anderson on Concord street, Nashua was entered by robbers and a quantity of jewelry was stolen. The Nashua police had informed the police of all other cities of the occurrence and had sent a description of the stolen jewelry. It happened that the jewelry that Richard had tried to dispose of in Manchester was loot taken from the Anderson home. The Nashua police, as soon as they learned of the shooting in Manchester, and the fact that the dead yegg had been trying to dispose jewelry here, took a lively interest in the proceedings.

Accordingly, on Saturday night, inspectors Burleigh Fletcher and Floyd Eddy came to Manchester and visited Wallace's funeral home, where they took finger prints and other measurements of the body of Richard. They then returned to Nashua, and Sunday morning, by means of the measurements, and inquiries made in the Second city, learned that the dead man was Oscar Richard, 22, of 22 Perham street, Nashua.

Overseas Veteran

Richard was an overseas veteran of the 104th Field Artillery. He had been working in the Jackson mills. He had a father and mother, two brothers, and four sisters. Members of his family stated that about two months ago, Richard had sustained an accident while at his work in the Nashua mills, whereby a beam had fallen on his head. Since that time his relatives state, the young man had not been himself. Inquiry of the mill surgeons failed to bring any recollection of such an accident, however.

Yesterday, Richard's father came to Manchester and claimed the body, and it was removed to Nashua. The identity of the second man, who is alleged to have visited the South End pawnshop on the occasion of the first attempt to dispose of the stolen jewelry, had not been learned. The dead yegg was unmarried.

Inspector William M. Moher was one of the most experienced and efficient officers of the Manchester department. Chief M.J. Healy just last

night paid a deserved tribute to the dead inspector. Said the chief:

Healy's Tribute

"Inspector Moher was one of the very best officers I ever had. He absolutely had no fear whatever. He was one of the two best men for knowledge and retention of the memory of faces ever in the department. The other man was Sheriff John F. O'Dowd. Inspector Moher was also uncanny in his deductions in a criminal case. He was also as quick as a flash. He was an able officer and a good man."

Inspector Moher was born in Ireland May 24, 1865. He worked in the mills in Manchester before he joined the police department. He became a police man December 24, 1898, and was made an inspector December 31, 1913.

The first beat that Moher took, where he showed exceptional ability was what is called the "Barbary Coast" region. This location is between Bridge and Washington street and Elm and Birch streets. While what is known as the "Coast" today is as quiet as a sheep pasture, in the old days it was a rough place and was frequented by the worst- or some of the worst- tough characters ever in Manchester. For a long time O'Dowd, who is now the county sheriff had charge of this post, and when Moher became a police officer he took the "Coast" beat that O'Dowd relinquished.

And the young officer had his troubles, because the tough gang which then existed determined to run him off the beat - which they did not succeed in doing. The reverse happened, for Moher ran the tough men out of the area. Present members of the department are never tired of telling how Moher went at the business when there were those tough citizens who determined that Moher and the "Coast" beat must be separated. Moher stayed on the beat and came off with flying colors.

Uncanny Memory of Faces

While in the ranks of the policemen Moher developed the same uncanny memory of faces that had distinguished his predecessor, O'Dowd. It was apparent to his superiors that he was fitted for the thief-catching game incidental to the duties of an inspector, and he was accordingly elevated to the inspectorship, as stated, in 1913.

He distinguished himself almost immediately. There have been so many cases upon which Inspector Moher worked, that his comrades in the department state that they hardly know where to begin to list the successful work of the officer. One of the best known cases which he solved was the mystery of a series of breaks a few years ago and the arrest of Dugie. The town was almost panic-stricken with perhaps 30 or 40 breaks, which had been made in rapid succession in the residential portions of the city.

Moher went to work on the case and by some remarkable deductions ran the responsibility of the breaks to the door of Dugie, who was arrested in a small lodging house on Hanover street, and who later confessed with some elation his doings as a robber, and stating that some of his work was done under the noses of the police. It was evident that Dugie was exaggerating to some degree his prowess but his arrest stopped the robberies which had been throwing the community into hysterics. Dugie was placed in the Hillsborough county jail, and escaped from there eventually. He was one of the cleverest and most apt second story workers whoever came to Manchester.

Another incident which is related shows the determined nature of Moher to "get his man." One time he was after a culprit who was running away from him. He ceased the first team he saw, and dashed after the man who ran into the mill yards, and jumped into the canal to swim away from the officer. Moher jumped out of the wagon at the edge of the canal, plunged into the current and grabbed the man in the middle of the stream, lugging him to shore and locking him up.

The survivors of the late inspector are his widow, Mrs. Alice Theresa Moher; three daughters, Mrs. Richard Walsh, Mrs. Frank Brendle, and Ms. Mary Moher; two sons, William M. Jr, and Robert Moher of this city. Inspector Moher was an attendant at St. Raphael's church, from which place of worship the funeral will take place.

Up to a late hour last night the final arrangements for the Inspector's funeral had not been made.