

AGENDA

BOARD OF MAYOR AND ALDERMEN

March 19, 2013
Mayor and all Aldermen

7:30 p.m.
Aldermanic Chambers
City Hall (3rd Floor)

1. Mayor Gatsas calls the meeting to order.
2. The Clerk calls the roll.
3. Update from the ERP Steering Committee.
Ladies and Gentlemen, what is your pleasure?

CONSENT AGENDA (ITEMS 4-39)

4. Mayor Gatsas advises if you desire to remove any of the following items from the Consent Agenda, please so indicate. If none of the items are to be removed, one motion only will be taken at the conclusion of the presentation.

Accept BMA Minutes

5. Minutes from the January 15, 2013 Special BMA Road Hearing.

Accept and Remand Funds

6. Remand funds in the amount of \$7,533.44 from the Hackett Hill Fire Impact Fee account, to be expended on the Hackett Hill Fire Station project.

Approve under supervision of the Department of Highways

7. Pole Petitions:

11-1408 (1) Island Pond Road

Information to be Received and Filed

8. Minutes from the January 15, 2013, MTA Commission meeting, December 2012 and January 2013 Financial reports and January 2013 Ridership report submitted by Michael Whitten, MTA Director.

REFERRALS TO COMMITTEES

COMMITTEE ON COMMUNITY IMPROVEMENT

9. Resolutions and budget authorization providing for acceptance and expenditure of a \$2.8 million bond for City schools technology upgrades.
10. Resolutions and budget authorization providing for acceptance and expenditure of a \$3.2 million bond for Phase II Energy and Deferred Maintenance Program.

COMMITTEE ON FINANCE

11. Appropriating Resolutions:

“Appropriating to the Parking Fund the sum of \$5,000,000 from parking revenues for the Fiscal Year 2014.”

"Appropriating the sum of \$13,229,048 from Sewer User Rental Charges to the Environmental Protection Division for the Fiscal Year 2014.”

“Appropriating the sum of \$2,130,115 from Recreation User Charges to the Recreation Division for the Fiscal Year 2014.”

“Appropriating to the Manchester Transit Authority the sum of \$1,080,536 for the Fiscal Year 2014.”

“Appropriating to the Manchester School District the sum of \$155,724,449 for the Fiscal Year 2014.”

“Appropriating all Incremental Meals and Rooms Tax Revenue Received by the City in the Fiscal Year 2014 and held in the Civic Center Fund, for the payment of the City’s Obligations in Said Fiscal Year under the Financing Agreement.”

“Appropriating to the Manchester Airport Authority the sum of \$47,887,649 from Special Airport Revenue Funds for the Fiscal Year 2014.”

“Appropriating to the Manchester School Food and Nutrition Services Program the sum of \$5,796,000 from School Food and Nutrition Services Revenues for the Fiscal Year 2014.”

“Raising Monies and Making Appropriations of \$134,970,938 for the Fiscal Year 2014.”

“Appropriating to the Central Business Service District the sum of \$258,000 from Central Business Service District Funds for the Fiscal Year 2014.”

12. Budget Resolutions:

“Continuation of the Central Business Service District.”

“Authorizing the Finance Officer to utilize surplus funds from the Fiscal Year 2012 budget to fund a prepayment of \$750,000 for Fiscal Year 2014 City pension costs.”

“Authorizing the Finance Officer to transfer \$130,431 from the Special Revenue Reserve Account to the Parking Division in Fiscal Year 2013 to reimburse the Parking Division for Fiscal Year 2014 debt service associated with the Hampshire Plaza parking garage.”

13. Resolutions:

“Amending the FY 2013 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Four Thousand Six Hundred Twenty Five Dollars (\$44,625) for the FY 2013 CIP 810713 Second St. Corridor Grant.”

"Authorizing the Finance Officer to utilize \$250,000 from the Special Revenue Account to pay Sun Gard Public Sector."

REPORTS OF COMMITTEES

COMMITTEE ON BILLS ON SECOND READING

14. Recommending that Ordinance Amendment:

"Amending Section 70.55 (D)(2) Residential Parking Permit Zone #2 by not allowing residents to park on Elm Street."

ought to pass and be referred to the Committee on Accounts, Enrollment and Revenue Administration.

(Unanimous vote with the exception of Alderman Arnold who was absent)

15. Recommending that Ordinance Amendment:

"Amending Section 33.080 (A) Military Service of the Code of Ordinances of the City of Manchester by increasing the number of paid military leave days from ten to twenty days and deleting 33.080 (A)(1) related to attendance at military funerals."

ought to pass and be referred to the Committee on Accounts, Enrollment and Revenue Administration.

(Unanimous vote with the exception of Alderman Arnold who was absent)

COMMITTEE ON COMMUNITY IMPROVEMENT

16. Recommending that the Fire Chief be authorized to use any available balances from the Hackett Hill Fire Station Project towards the Central Fire Station Generator Project to cover a shortfall in funding.

(Unanimous vote, with the exception of Alderman Gamache who could not be reached, conducted via phone poll on March 8, 2013)

17. Recommending that the petition to discontinue streets on Wellington Hill be referred to a road hearing at a date to be set by the City Clerk.

(Unanimous vote with the exception of Alderman Gamache who was absent)

18. Recommending that the petition to discontinue a portion of Green Street, Summer Street and Elm East Back Street be referred to a road hearing at a date to be set by the City Clerk.
(Unanimous vote with the exception of Alderman Gamache who was absent)

19. Advising that the request for subordination of a City lien totaling \$22,304 on properties at 14-16 Cass Street and 22-24 Cass Street has been received and filed.
(Unanimous vote with the exception of Alderman Gamache who was absent)

20. Recommending that the request for subordination of a City lien totaling \$80,200 on property at 129 Amherst Street be approved.
(Unanimous vote with the exception of Alderman Gamache who was absent)

21. Recommending that the request for acceptance of \$42,000 from the NH Housing Finance Authority for CIP project #810713 – Second Street Corridor Grant be approved.
(Unanimous vote with the exception of Alderman Gamache who was absent)

22. Recommending that the request for various CIP project extensions be approved.
(Unanimous vote with the exception of Alderman Gamache who was absent)

COMMITTEE ON HUMAN RESOURCES/INSURANCE

23. Recommending that the communication from the Library Director requesting that the Accounting Technician position be upgraded to an Accounting I position be approved.
(Unanimous vote with the exception of Aldermen Levasseur and Greazzo who were absent)

24. Recommending that the communication from the Water Works Director requesting that the Watershed Patrolman I be classified at pay grade 15 be approved.
(Unanimous vote with the exception of Alderman Levasseur who was absent)

25. Recommending that the communication from the Planning and Community Development Director requesting the following changes to his complement:
- Eliminate the CIP Manager Position (Planner IV, Grade 23)
 - Create two Planner II Positions (Grade 19)
- be approved.
(Unanimous vote)

COMMITTEE ON PUBLIC SAFETY, HEALTH AND TRAFFIC

26. Recommending that the following regulations governing standing, stopping, parking and operation of vehicles, be adopted pursuant to Chapter 70 of the Code of Ordinances of the City of Manchester and put into effect when duly advertised and the districts affected thereby duly posted as required by the provisions of that Chapter and Chapter 335 of the Sessions Laws of 1951.

RESCIND NO PARKING ANYTIME – EMERGENCY ORDINANCE:

On Cypress Street, west side, from Valley Street to a point 55 feet north (Ord. 2902)

On Cypress Street, west side, from Massabesic Street to a point 35 feet south (Ord. 9123)

Alderman Osborne

RESCIND PARK ONE HOUR – 8:00 a.m. – 6:00 p.m. – EMERGENCY ORDINANCE:

On Cypress Street, west side, from a point 35 feet south of Massabesic Street to Garland Avenue

(Ord. 9228)

Alderman Osborne

NO PARKING ANYTIME –EMERGENCY ORDINANCE:

On Cypress Street, west side, from Massabesic Street to a point 155 feet south
Alderman Osborne

On Notre Dame Avenue, east side, from a point 88 feet north of Putnam Street to a point 70 feet north

Alderman Gamache

On Laurel Street, south side, from a point 250 feet east of Beacon Street to Cass Street

Alderman Osborne

NO PARKING ANYTIME:

On Porter Street, east side, from Cilley Road to a point 78 feet north
Alderman Shea

STOP SIGN:

On Sullivan Street at Dubuque Street – NEC
Alderman Gamache

RESCIND ONE HOUR PARKING:

On Maple Street, east side, from Shasta Street to a point 60 feet north (Ord. 3345)
On Maple Street, east side, from a point 70 feet south of Silver Street to a point
100 feet south of Hayward Street (Ord. 3349)
Alderman Shea
(Unanimous vote with the exception of Alderman Gamache who was absent)

27. Advising that the following regulation has been denied:

STOP SIGNS – 4 –WAY:

On Shasta Street at Wilson Street –NEC, SWC
(Review enclosed)
Alderman Shaw
Alderman Shea
(Unanimous vote with the exception of Alderman Gamache who was absent)

28. Recommending that the Local Emergency Planning Committee for Manchester be formally recognized.
(Unanimous vote with the exception of Alderman Gamache who was absent)
29. Recommending that the request from Millennium Running for the use of Arms Parking Lot for a race event on Sunday, October 27, 2013 be approved.
(Unanimous vote with the exception of Alderman Gamache who was absent)
30. Recommending that the request from Anthony Pawlak, 720 South Main Street, for a “Blind Driveway” sign to be placed in front of 728 South Main Street and possibly 734 South Main Street be approved.
(Unanimous vote with the exception of Alderman Gamache who was absent)

31. Advising that the request from JLX Photography for the use of Arms Parking Lot for an event on Saturday, April 6, 2013, has been denied.
(Unanimous vote with the exception of Alderman Gamache who was absent)

32. Advising that the communication from Stephanie Lewry, Executive Director of Intown Manchester, regarding bicycles and skateboards on sidewalks has been received and filed.
(Unanimous vote with the exception of Alderman Gamache who was absent)

SPECIAL COMMITTEE ON CIVIC CENTER

33. Advising that it has accepted the annual financial report of the Verizon Wireless Arena/SMG.
(Unanimous vote with the exception of Alderman Ludwig who was absent)

34. Advising that it has accepted the communication regarding the Civic Center Capital Improvement Fund as of October 31, 2012.
(Unanimous vote with the exception of Alderman Ludwig who was absent)

35. Recommending that all efforts be taken to protect the City's interests with respect to the civic center and the proposed casino legislation.
(Unanimous vote with the exception of Alderman Ludwig who was absent)

SPECIAL COMMITTEE ON THE MANCHESTER MUNICIPAL COMPLEX

36. Recommending that \$157,088 from project contingency be transferred to CIP project #810512.
(Unanimous vote)

37. Recommending that the Deputy Public Works Director be authorized to execute a change order of up to \$350,000 from the Harvey Construction contract for services self-performed by the City.
(Unanimous vote)

38. Recommending that \$21,592 from the project construction budget be transferred to CIP project #810512.
(Unanimous vote)
39. Recommending that the former mayor's podium be refurbished by Wind River Woodworking for an amount not to exceed \$3,000 from the municipal complex budget.
(Unanimous vote)

LADIES AND GENTLEMEN, HAVING READ THE CONSENT AGENDA, A MOTION WOULD BE IN ORDER THAT THE CONSENT AGENDA BE APPROVED.

REGULAR BUSINESS

40. Nomination(s) to be presented by Mayor Gatsas, if available.
41. Nomination of Daniel Bergeron as Ward 6 Board of School Committee member.
Ladies and Gentlemen, what is your pleasure?
42. Confirmation(s) to be presented by Mayor Gatsas:
- Jessica Chambers to succeed Dennis Anctil as Mayor's Designee to the Planning Board.
- Gregory Telge to succeed himself as a member of the Manchester Development Corporation Board term to expire March 11, 2016.
- Ladies and Gentlemen, what is your pleasure?**
43. Communication from the Public Works Director requesting authorization to accept funds from the State for the Household Hazardous Waste Collection Project; to enter into a contract with the NH DES, Waste Management Division for the program; and to execute any necessary documents related to the contract.
Ladies and Gentlemen, what is your pleasure?

44. Legislative Update, if available.
45. Communication from William Sanders, Finance Officer, regarding the increased appropriation of rooms and meals tax receipts to towns and cities.
Ladies and Gentlemen, what is your pleasure?
46. Budget projections to be submitted by William Sanders, Finance Officer, if available.
47. A motion is in order to recess the meeting to allow the Committee on Finance to meet.
48. Mayor Gatsas calls the meeting back to order.
49. Report(s) of the Committee on Finance, if available.
Ladies and Gentlemen, what is your pleasure?
50. Report(s) of the Committee on Accounts, Enrollment & Revenue Administration, if available.
Ladies and Gentlemen, what is your pleasure?
51. Report(s) of the Committee Administration/Information Systems, if available.
Ladies and Gentlemen, what is your pleasure?
52. Report(s) of the Committee on Lands and Buildings, if available.
Ladies and Gentlemen, what is your pleasure?
53. Resolutions: **(A motion is in order to read by titles only.)**

“Amending the FY 2013 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Four Thousand Six Hundred Twenty Five Dollars (\$44,625) for the FY 2013 CIP 810713 Second St. Corridor Grant.”

"Authorizing the Finance Officer to utilize \$250,000 from the Special Revenue Account to pay Sun Gard Public Sector."

A motion is in order that the resolutions pass and be enrolled.

NEW BUSINESS

TABLED ITEMS

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

54. Report of the Committee on Accounts, Enrollment & Revenue Administration

Advising that it has accepted the City's Revolving Loan Fund report and has approved the write-offs for S&H Williams (Make and Take) and Under the Veil.
(Unanimous vote)
Tabled 3/05/2013

55. Petition to release and discharge a portion of Hayward North Back Street.
(Note: Tabled 4/03/2012)

ADJOURNMENT

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

Harris / SunGard Agreements Overview

Harris Settlement Agreement

- Innoprise contract terminates March 27, 2013
- No further services to be provided by Harris after March 27, 2013
- No further payments by Manchester
- Parties covenant to never sue the other for any matters/claims associated with the Innoprise contract
- Manchester returns the \$200,000 Harris Performance Bond
- Harris pays Manchester \$30,000

SunGard Agreement

- SunGard to provide H.T.E. system maintenance effective March 28, 2013
- Two year contract with option for third year
- SunGard to update H.T.E. operating system to version 8.0 from 6.0
- Manchester pays SunGard \$250,000
- SunGard issues Manchester a \$50,000 credit for the following:
 - Support service for March 28th – June 30th (\$40,000)
 - Other work as directed by Manchester (\$10,000)
- Maintenance fees for FY 2014 will be \$194,000 (Exhibit 1)
 - Maximum increase of 3% in year two
 - Prevailing rates if third year option exercised
- \$50,000 per year of the maintenance fees will be earmarked by SunGard towards the cost of One Solution product if One Solution is ultimately selected by Manchester
- SunGard will provide Manchester a 100% discount on license fees on identified One Solution programs (Exhibit 2)

SETTLEMENT AGREEMENT
WAIVER, AND MUTUAL GENERAL RELEASE

This Settlement Agreement, Waiver, and Mutual General Release (hereafter “**Release Agreement**”) is made by and between **City of Manchester, NH** (hereafter “**Manchester**”) and **Harris Systems USA, Inc.** (“**Harris USA**”).

RECITALS

WHEREAS, **Innoprise Software, Inc.** (“**Innoprise**”) and **Manchester** entered into the following agreement relating to the Innoprise Financial Suite, Innoprise CIS, Innoprise Community Development Suite, Fleet Management, Work Orders/Facilities Management and Tax Billing products (all of which together are the “**Software**”), dated of September 22, 2010: “**Innoprise Software, Inc. Software License and Professional Services Agreement**” (the “**Agreement**”, and for the purposes of this Release Agreement, the term “**Agreement**” shall also include any amendments made thereto and all other promises, obligations and rights in any subsequent correspondence or agreements that may have been agreed to, whether in writing or verbally);

WHEREAS **Harris USA** is a separate legal entity that shares the same parent corporation as **N. Harris Computer Corporation** (which is “**Harris CC**”, and together the two are “**Harris**”);

WHEREAS, on April 29, 2011, **Innoprise** (amongst other sellers) and **Harris** entered into an Asset Purchase Agreement, whereby **Harris** acquired nearly all of **Innoprise’s** assets and where **Harris USA** specifically acquired the rights in and agreed to abide by and be bound by **Innoprise’s** obligations under the Agreement;

WHEREAS, **Harris USA** and **Manchester** have entered into correspondence and negotiations regarding the delivery schedule and change order requests;

WHEREAS **Harris USA** and **Manchester** have had discussions culminating in an agreement to terms and have now reached an amicable resolution as to the dispute regarding the Agreement and the services provided therein. The parties - without any admission of liability - mutually desire to settle with finality, and releasing any and all claims, demands or rights, known or unknown, which might have been asserted by either party against the other for any reason;

NOW, THEREFORE, in consideration of the foregoing, and the premises, mutual promises and agreements set out below, **Manchester** and **Harris** agree as follows:

1. Subject to the termination of the Agreement as discussed below and the consideration set forth in Section 2 below, **Manchester** and **Harris USA** agree to terminate the Agreement effective the close of business on March 27th, 2013 (the “**Termination Date**”), subject to the survival clauses thereof except that section 12 shall also expire.
2. **Harris USA** and **Manchester** agree that no further services are to be requested by **Manchester** and that no further services are required to be performed by **Harris USA**. **Harris USA** and **Manchester** also agree that the primary reason for termination is a result of the change in scope of the project due to circumstances beyond the control of **Harris USA**

and **Manchester** and that neither party will attest to any other reason for termination. **Harris CC** agrees to pay to **Manchester** \$30,000.00 (THIRTY THOUSAND DOLLARS) within fifteen (15) days of the Termination Date or fifteen (15) days from the date on which **Harris** is in receipt of an original copy of the Performance Bond from **Manchester** (as defined below), whichever is later, which amount represents a refund of prior monies paid by **Manchester** to **Harris**. A condition precedent to this Release Agreement is the return of the performance bond that is between **Harris USA, Manchester** and Westchester Fire Insurance Company (the “**Surety**”) dated April 29, 2011 in the amount of \$200,000.00 (the “**Bond**”) to **Harris USA** at the address listed below. **Manchester** specifically acknowledges that by having executed this Release Agreement that it has not initiated and will not initiate any procedure under the Bond regarding a Contractor Default (as defined in the Bond) and that this Release Agreement absolves and releases **Harris USA** from any liability under the Bond and specifically restricts and abrogates **Manchester’s** rights under the Bond to request (i) payment from or (ii) any form of performance by the Surety as stipulated in the Bond. By returning the Bond to **Harris USA, Manchester** agrees that the Bond is terminated and agrees that the Bond is no longer of any force or effect.

3. The parties represent and warrant that no entity other than itself has any Claims (as defined below) against the other arising from or out of the Agreement; and that each party has the sole right and exclusive authority to enter into and execute this Agreement; and that each party has not sold, assigned, transferred, conveyed or otherwise disposed of any Claim or demand relating to any matter covered by this Release Agreement and neither party knows of any other third party who may have a Claim against the other party relating to the Agreement.
4. **Manchester** forever releases and discharges **Harris** (and for the purposes of this Section 4, **Harris** includes all of Harris’s current and former officers, directors, agents, managers, parents, subsidiaries, affiliates, insurers, current and former employees, predecessors and successors) from, and covenants never to sue or charge any Harris affiliates with respect to, any and all charges, claims, demands, damages, actions, causes of action, or lawsuits arising from or out of or related to the Agreement and the Bond, of any kind or nature whatsoever, whether in law or equity, known or unknown, matured or unmatured, asserted, or unasserted, suspected or unsuspected, including, but not limited to any claims, rights or demands arising out of the Agreement and the Bond and any rights, claims, causes of action or demands available under any local, state or federal, regulation, law or ordinance, including but not limited to common law, equitable or statutory claims of any kind whatsoever, criminal claims, tort claims, breach of contract claims (the totality of which are “Claims”), which **Manchester** may have had or may now have or raise against **Harris**, from the beginning of time, which arise from or out of or related to the Agreement and the Bond.
5. **Harris** forever releases and discharges **Manchester** (and for the purposes of this section 5, **Manchester** shall include both **Manchester’s** and the City of Manchester’s current and former elected officials, officers, directors, agents, affiliates, insurers, managers, and current and former employees, predecessors and successors) from, and covenants never to sue or charge **Manchester** with respect to, any Claims, which **Harris** may have had or may now have or raise against **Manchester**, from the beginning of time which arise from or out of or related to the Agreement.
6. The parties agree that this Release Agreement shall be deemed breached and a cause of action accrued thereon in the event that a party, or anyone acting at its direction or on its

behalf, files any claim, charge, complaint or demand in violation of this Release Agreement, or fails to fully and in good faith comply with all other provisions of this Release Agreement. The parties agree that in the event of a breach of this Release Agreement by another party, the non-breaching party has the right to seek legal and equitable damages and/or remedies, arising out of the breaching party's breach of any provision of this Agreement, including the right to plead this Release Agreement as a defense, as a counterclaim or cross-claim and to seek specific performance relating to the adherence to the terms of this Release Agreement.

7. **Manchester** and **Harris USA** agree to waive any minimum time requirements for providing their notice of termination under the Agreement and that the Agreement terminates immediately as of the date that **Manchester** receives the payment as required under this Release Agreement. Furthermore, the **Manchester** and **Harris USA** agree that to the extent that any of the terms of this Release Agreement may conflict or are inconsistent with the terms of the Agreement, the terms of this Release Agreement shall prevail to the extent of the conflict or inconsistency.
8. This Release Agreement shall be interpreted and enforced according to the laws of the State of Colorado. Any action to enforce or interpret this Agreement shall be brought exclusively and only within the state of Colorado.
9. This Release Agreement cannot be modified except in writing signed by the parties. This Release Agreement constitutes and contains the entire agreement and understanding between the parties. It supersedes all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof.
10. If any legal action is instituted to enforce or interpret this Release Agreement or in the event of a breach of this Release Agreement, a prevailing party shall be entitled to recover its reasonable attorney's fees and all costs from a non-prevailing party up through any appeal that may be taken.
11. With the exception of off-line archival copies created prior to March 28, 2013 and code and files required to produce the New Hampshire State retirement file, **Manchester** represents and warrants that it has made a diligent and good faith search for the Software licensed or for other confidential information and has returned, erased and otherwise destroyed the Software or confidential information and Manchester does not believe that it has any such licensed property or confidential information in its possession or control. Nevertheless, should any Software or confidential information be subsequently located by **Manchester**, **Manchester** shall immediately destroy same. The code and files required to produce the New Hampshire State retirement file will be deleted on or before June 30, 2013. Harris represents and warrants that it has made a diligent and good faith search for confidential or proprietary property of Manchester and has returned; erased and otherwise destroyed the confidential or proprietary property and Harris does not believe it has any such confidential or proprietary property in its possession or control. Nevertheless, should any confidential or proprietary property be subsequently located by Harris, Harris shall immediately destroy same.
12. This Release Agreement has been voluntarily and knowingly executed by **Manchester** and **Harris** on advice of their own legal counsel. The parties acknowledge that each has been given a reasonable period of time within which to consider this Release Agreement. No rule of construction shall apply against **Harris** or **Manchester**, or in favor of any party, and any uncertainty or ambiguity shall not be interpreted against any party and in favor of another based on the preparer of this Release Agreement.

13. This Agreement may be executed in counterparts, each bearing original signatures. **Harris CC, Harris USA and Manchester** shall each retain one original copy of the Release Agreement with their own original signatures. Either a copy or the original of this complete Release Agreement shall suffice as the original for enforcement purposes. This Release Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns, whether by way of merger or otherwise.

Executed this ____ of March, 2013.

Harris Systems USA, Inc.

City of Manchester, New Hampshire

Dennis Asbury, Executive Vice President

N. Harris Computer Corporation

Dennis Asbury, Executive Vice President

ADDRESS TO WHICH THE BOND IS TO BE SENT:

Harris Systems USA, Inc.
attention: Dennis Asbury
200- 520 Zang St.
Broomfield, Colorado
80023

SUNGARD® PUBLIC SECTOR

**Amendment
to the
Software License and Services Agreement
for the purpose of
Reinstatement of Support Services and Annualized Subscription Fees**

This Amendment (“Amendment”) to the Software License and Services Agreement dated December 31, 1996, as amended (“Agreement”) between **SunGard Public Sector Inc.** (“**SunGard Public Sector**”), 1000 Business Center Drive, Lake Mary, Florida 32746, and **City of Manchester, NH** (“**Customer**”), 100 Merrimack Street, Manchester, NH 03101, is effective when signed by an authorized representative of both parties.

WHEREAS, Customer previously discontinued Support Services for the Licensed Programs under the Agreement; and

WHEREAS, Customer desires to reinstate such Support Services; and

WHEREAS, SunGard Public Sector agrees to effect such transition, subject to the terms of this Amendment; and

WHEREAS, the Agreement provides that it cannot be changed without the written agreement of SunGard Public Sector and Customer; and

NOW THEREFORE, in consideration of the mutual obligation, promises and covenants set forth in this Amendment, the parties hereto agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.
2. Execution Date. The “Execution Date” of this Amendment is the latest date shown on the signature page of this Amendment.
3. Reinstatement Date. The “Reinstatement Date” is **12:01am on March 28, 2013**.
4. Term. The initial term begins **July 1, 2013** and extends for a period of **two (2) years**. Thereafter, Support Services will be renewed automatically on a year-to-year basis provided Customer exercises the option and pay the annual support fee.
5. Contract Year. Each twelve month period which begins on July 1, 2013, or the anniversary thereof, shall be referred to herein as a “Contract Year”.

6. Reinstatement. Upon the Execution Date of this Amendment, Customer shall become eligible to receive maintenance and Support Services for the Licensed Programs depicted in Exhibit 1 which is attached hereto and is incorporated herein.
7. “Back Maintenance” fees owed by Customer. SunGard Public Sector will invoice Customer in the amount of Two Hundred Fifty Thousand and ZERO/100’s Dollars (\$250,000.00) as payment in full for all prior Support Services fees owed by Customer for the period of time concluding upon the Reinstatement Date. This amount will be invoiced by SunGard Public Sector and is due upon the Execution Date of this Amendment. Upon receipt of the aforementioned payment SunGard Public Sector releases Customer from obligation with regards to payment of Support Services fees which may be applicable prior to the Reinstatement Date.
8. Maintenance Fees for partial year concluding June 30, 2013. In addition to the fees described in Section 7 of this Amendment, SunGard Public Sector will invoice Customer in the amount of Forty Thousand and ZERO/100’s Dollars (\$40,000.00) as payment in full for Support Services fees owed by Customer for the period of time beginning at the Reinstatement Date and concluding June 30, 2013. This amount will be invoiced by SunGard Public Sector and is due upon the Reinstatement Date of this Amendment. Upon receipt of the aforementioned payment SunGard Public Sector releases Customer from obligation with regards to payment of Support Services fees which may be applicable subsequent to the Reinstatement Date but on or prior to June 30, 2013.
9. Maintenance fees for the Initial Contract Year and beyond. Support Services fees owed by Customer for the initial Contract Year shall be as depicted in Exhibit 1. The total amount due for such Support Services during the initial Contract Year shall be invoiced by SunGard Public Sector and is due July 1, 2013. Fees for the second Contract Year shall not increase by more than three percent (3%) compared to the initial Contract Year. Fees for Support Services in the third Contract Year and beyond will be due prior to the start of that term at SunGard Public Sector’s then prevailing rate.
10. Initial Credit. Upon the Execution Date of this Amendment, SunGard Public Sector will issue a credit to Customer’s account in the amount of Fifty Thousand and ZERO/100’s Dollars (\$50,000.00) that may be applied towards future SunGard Public Sector professional services fees [Whether they may pertain to SunGard Public Sector’s Naviline or ONESolution brands] and/or fees for maintenance/Support Services. However, the parties agree that this credit shall not be applied toward any License Fees.
11. Subsequent Credits. Upon the commencement of each of the first, second, and third Contract Years hereunder, SunGard Public Sector will issue a credit to Customer’s account, each in the amount of Fifty Thousand and ZERO/100’s Dollars (\$50,000.00) that may be applied towards future SunGard Public Sector ONESolution professional services. However, the parties agree that no portion of these credits shall be applied toward any License Fees, fees for Naviline professional services, or fees for any maintenance/Support Services. Notwithstanding anything provided in this paragraph, the credit which may be applicable to the third Contract Year shall only be applicable if Customer elects the option to renew Support Services for the third Contract Year and pays the applicable Support Services fees.

12. ONESolution Pricing – Loyalty Discount. For a the period commencing upon Execution Date of this Amendment and concluding upon June 30, 2016, SunGard Public Sector will provide to Customer a one hundred percent (100%) discount towards license fees for the ONESolution Licensed Programs which are specifically identified in Exhibit 2 which is attached hereto and incorporated herein. SunGard Public Sector’s obligation to provide such discount is for license fees only and is only for the particular Licensed Programs identified in Exhibit 2 and only for the period of time indicated in this paragraph. Notwithstanding anything provided in this paragraph, the discount that is described herein shall only be applicable during the Third Contract Year if Customer elects the option to renew Support Services for the third Contract Year and pays the applicable Support Services fees.

13. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

The terms and conditions contained in this Agreement, including fees and credits as provided herein, will be honored as set forth herein, provided the Agreement is fully executed and delivered by March 28, 2013.

CITY OF MANCHESTER, NH

SUNGARD PUBLIC SECTOR INC.

Authorized Signature

Authorized Signature

Type or Print Name and Title

Type or Print Name and Title

Date

Date

Support Services – Initial Contract Year

Application	7/1/13-6/30/14
QRep Administrator	
QRep End User	
Retrofit Modification Option	
HGE Client Licenses - Utilities	
QRep End User	
Application Tracking (KA)	
Human Resources	
Click2Gov Core Module Embedded	
Click2Gov - Tax Billing	
QRep Catalogs for MA,MR,CR,PI,PR,FM,FA,LX,TX,BP,OL,CE,PZ,CX,WF,CP	
BEA WebLogic Express - Basic Edition - LF	
NAVI - Customer Information Systems	
NAVI - Loans Module	
NAVI - Planning & Engineering	
NAVI-Fleet Management	
NAVI - INFISYS	
Naviline Extended Reporting	
NAVI - Cash Receipts	
NAVI-PURCHASING INVENTORY	
NAVI-Payroll/Personnel	
NAVI - Occupational Licenses	
NAVI-Accounts Receivable	
NAVI - Continuing Property Records	
NAVI - WorkOrders/Fac Mgmt.	
NAVI-DMS - Document Management Services	
NAVI - Tax Billing	
Naviline-Land/Parcel Management	
NAVI-Building Permits	
NAVI-Code Enforcement	
Navi - Asset Management II	
Click2Gov Customer Information System	
Click2Gov Customer Information System (2nd Library)	
GTG Looking Glass Viewer Web	
P-Card	
QRep Catalogs for PCJ	
QRep End User	
Electronic Learning Pass (HELP) Card-LF	
SunGard HTE Combined Technical Services	
Total:	\$ 194,000.00

Note regarding availability of support for GUI Client/Server Licenses: The third party provider “Rocket Seagull software” who support the GUI solution, has retired the module. We continue to provide phone support, but cannot guarantee break/ fix support on this module because of the third party vendor has retired the product. Although we are unaware of any compatibility issues at this time, in the event of an issue where the GUI runtime has an issue, SunGard Public Sector support services may provide a solution that requires clients to run Green screen or change to a compatible Operating system.

ONESolution Licensed Programs – Loyalty Discount

ONESolution Applications	Product Codes
One Solution Planning and Engineering	OS-PEZ
One Solution CMMS: Work Order/Task/Fleet	OS-FLEET
OneSolution Accounts payable w/Bank Rec	OS-FIN-AP
OneSolution General Ledger	OS-FIN-GL
ONESolution Budgeting w/ Budget Item Detail	OS-FIN-BD
ONESolution Cashh Receipts	OS-CRCPT
ONESolution Purchasing	OS-FIN-PO
ONESolution Stores Inventory	OS-FIN-SI
ONESolution Payroll	OS-FIN-PY
OneSolution Human Resources	OS-FIN-HR
ONESolution Position Budgeting	OS-FIN-PB
ONESolutionBusiness Account Management	OS-BAM
ONESolution Central Billing	OS-BILLING
ONESolution Work Orders/Task	OS-CMMS
ONESolution Customer Relationship Mgt.	OS-CRM
ONESolution Documents OnLine	OS-FIN-DO
ONESolution Land Management	OS-LAND
ONESolution Building Permits	OS-BPMT
ONESolution Code Compliance	OS-CCMP
ONESolution Asset Maintenance	OS-FA



H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT

This Agreement for Licensed Program(s) and related Support Services, subject to the limitations and conditions set forth in this Agreement, as more specifically described in the attached Supplement and Schedule(s), is entered into by and between:

H.T.E., Inc. (HTE), a Florida Corporation, with its principal place of business at: 390 North Orange Avenue, Suite 2000, Orlando, Florida 32801;

AND

CITY OF MANCHESTER
"CUSTOMER",
with its principal place of business at
100 MERRIMACK STREET
MANCHESTER, NH 03101

HTE and Customer agree that when this Agreement is signed by both parties, all terms and conditions contained in this Agreement will apply to any Licensed Program(s) and/or service(s) offered under this Agreement. HTE will furnish to the Customer by this Agreement:

1. The HTE Licensed Program(s) listed in the Supplement to this Agreement.
2. Grant of a nonexclusive, nontransferable license to use the Licensed Programs on HTE supplied or approved equipment.
3. Support service(s) as described herein.

With respect to the Licensed Program(s), the Customer agrees to accept responsibility for:

1. The installation of the Licensed Program(s) plus any enhancements and/or updates.
2. Use of the programs to achieve the Customer's intended results.

I. DEFINITIONS

"Licensed Program(s)" or "Program Product" shall mean a licensed data program or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form and any related licensed program materials provided for use in connection with the program.

"Machine" or "CPU" shall mean computer hardware designated, supplied or approved by HTE for operation of any Licensed Program or Program Product.

"Installation Date" shall mean the date that the Licensed Program is installed/loaded on a designated machine.

"Delivery Date" shall mean the date that the Licensed Program is received by the Customer, or no later than ten (10) calendar days after shipment by HTE. For services, the "Delivery Date" refers to the date services are performed.

"Acceptance" shall mean that the installed/loaded Licensed Program(s) has gone through the program testing and acceptance period as described in Section VI.

"Support Services" shall mean the maintenance and support call service provided to customers, if the option is exercised, after the ninety (90) day warranty period has expired.

II. LICENSE

The license granted under this Agreement permits the Customer to:

- a) Use the Licensed Program(s) on the designated Machine(s).
- b) Copy or translate the Licensed Program(s) in machine readable or printed form to provide sufficient copies to support the Customer's use of the Licensed Program(s) as authorized under this Agreement.
- c) Transfer the Licensed Program(s) to a back-up CPU to be used when the designated CPU is temporarily inoperable.
- d) Modify any Licensed Program(s) to form an updated work for the Customer's use, provided that:
 1. The Customer supplies HTE with written notification of the modification.
 2. The modification is made according to the HTE conventions of the HTE Modification Library and not to the base system.

The Licensed Program should not be reverse assembled or reverse compiled in whole or in part.

Failure to modify the programs in the manner prescribed may negate the ability to maintain the Licensed Program(s) by HTE and will relieve HTE of any responsibility to provide support services. Any updated work using portions of the Licensed Program(s) that meets the above criteria will continue to be subject to all terms of this Agreement.

- e) Have access to a copy of the Licensed Program(s) Source Code, subject to the provisions of Sections VIII, IX, X and XII of this Agreement.

III. TERM

This Agreement is effective from the date on which it is signed by both parties and will remain in effect until terminated by the Customer upon one (1) month written notice or by HTE as stated in this section. This Agreement may be terminated by the Customer only when all Licensed Programs have been returned to HTE or destroyed. An authorized representative of HTE, upon request, shall be afforded sufficient access to Customer's premises to verify that all use of Licensed Program(s) have been discontinued. Notice of discontinuance of any or all licenses shall not be considered notice of termination of this Agreement unless specifically stated.

License(s) granted under this Agreement may be discontinued by the Customer upon written notice, effective immediately, during the testing period described in Section VI.

HTE may discontinue any license or terminate this Agreement upon written notice immediately if the Customer fails to comply with the terms and conditions of this Agreement.

IV. HTE SUPPLIED PRODUCT(S) AND/OR SERVICES

HTE shall supply the Licensed Program(s) specified in the Supplement. In addition, HTE shall supply related services and/or maintenance, and may supply specialized hardware products necessary for the performance of certain special features or functions. These services and deliverables, if any, shall be identified and more specifically described in the Supplement and Schedule(s), and shall constitute the complete list of deliverables provided by HTE.

HTE assumes no liability for any hardware products beyond manufacturers' warranty specified in the Supplement and applicable Schedule(s). Customer acknowledges that these products were selected by Customer to support features desired by Customer, and that they are included in the Agreement solely for that purpose.

V. PRICING AND PAYMENT TERMS

All pricing and terms associated with Licensed Program(s) and any other HTE products and services are specified in the Supplement.

Fees for Support Services are payable prior to the commencement of Support Services. Should Customer require Support Services prior to receipt of payment and the contractual start date of such Service, Customer will be billed at the then prevailing hourly rate until payment is received.

Any taxes resulting from this Agreement or activities resulting from this Agreement, including but not limited to sales and/or use tax, will be the responsibility of the Customer.

VI. LICENSED PROGRAM TESTING AND ACCEPTANCE

Beginning on the date ten (10) days after delivery of the Licensed Program(s) by HTE, the Licensed Program(s) will be available for non-productive use for testing for a period of thirty (30) days. This testing period is to determine whether the Licensed Program(s) functions operate together and whether the Licensed Program(s) meet the Customer's specifications and/or requirements.

At any time during the testing period, upon written notice, the Customer may discontinue the Licensed Program(s) and receive full credit or refund for the amount of the license fee. If written notice of discontinuance is not received by HTE prior to the end of the testing period, or if the Customer uses the Licensed Program(s) for other than non-productive use during the testing period, the Licensed Program(s) shall be deemed to be accepted under the provisions of this Agreement.

VII. LICENSED PROGRAM SUPPORT SERVICES

HTE will provide the Customer with the following services for the Licensed Program(s) listed in the Supplement for a warranty period of ninety (90) days from the end of the testing period without additional charge. Thereafter the Services will be provided on a year-to-year basis provided the Customer exercises the option and pays HTE's annual support fee.

- a) Toll free telephone support line; twenty-four (24) hours a day, seven (7) days per week.
- b) Electronic support.
- c) Product enhancements, updates and new releases of the covered Licensed Program(s).
- d) Response time to calls within approximately two (2) hours of call.
- e) Error corrections as made.

HTE shall not supply any support services nor be liable for any damages in the event that any portion of the Program Products is used on equipment or with software products or software systems other than those supplied or approved by HTE. Customer shall receive written authorization from HTE before attaching to the computer system any equipment not supplied or approved by HTE. Authorization shall not be withheld unless said equipment will cause operational damage to the system, or require undue system support from HTE.

Customer acknowledges that the systems supplied by HTE have unique operating properties and are a matched system of components which must not be altered, modified, or tampered with without specific assistance from HTE designated personnel. HTE shall not be liable for any damage or loss of function which results from violating the approved operating environment by personnel not approved by HTE.

In the event of the failure of any hardware component supplied under this Agreement to function or operate in conformance within specifications, HTE shall have no obligation for warranty beyond that of the hardware manufacturer or that specified in the Supplement and Schedule.

VIII. PROTECTION AND SECURITY OF PROPRIETARY MATERIALS

The Customer acknowledges that the Licensed Program(s) constitute proprietary materials and trade secrets of HTE and will remain the property of HTE. The Customer will not provide or make available the Licensed Program(s) in any form except to the Customer's employees, HTE employees or other persons during the period they are on the Customer's premises for purposes specifically related to the Customer's authorized use of the Licensed Program(s).

IX. WARRANTY

The Licensed Program(s) listed in the Supplement will perform in substantial compliance with the reference documentation supplied by HTE, provided the Licensed Program(s) are used in the proper operating environment. HTE does not warrant that the functions contained in the Licensed Program(s) will meet the Customer's requirement or will operate in the combinations which may be selected for use by the Customer after the completion of the Licensed Program testing described in Section VI. Any other utility or incidental software distributed by HTE will be on an "AS IS" and "WITH ALL FAULTS" basis without warranty of any kind either expressed or implied. HTE shall be responsible only for the Licensed Program(s) and products as originally supplied and accepted by Customer, and for changes made to the Licensed Program(s) by HTE's authorized representatives. HTE will not be responsible for the consequences of attempts at changes or modifications to the products and Licensed Program(s) made by the Customer or any other unauthorized party.

HTE warrants that it has the right to license the Licensed Program(s) listed in the Supplement and that the Licensed Program(s) does not infringe any intellectual property of any third party. HTE agrees to indemnify Customer against expenses, including reasonable attorneys' fees, and liability arising from any claim of infringement provided HTE shall have the right to control the defense or settlement of any such claim. If use of the Licensed Program(s) by the Customer is enjoined by any infringement proceeding, HTE shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the Licensed Program(s) or if that is not possible, HTE shall refund to the Customer the license fee paid under this Agreement.

HTE MAKES NO WARRANTIES, OTHER THAN AS STATED HEREIN, WITH RESPECT TO THE PARTICULAR LICENSED PROGRAM(S), EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

X. COPY AND USE

Customer shall have the right to use the Licensed Program(s) in equipment or systems supplied or approved by HTE while this Agreement is in effect. Customer shall have the right to make copies of the Licensed Program(s) and the associated reference documentation for archival and/or backup purposes only. Any copies made by Customer shall be the property of HTE.

XI. LIMITATION OF LIABILITY AND REMEDIES

Except for HTE's obligations to indemnify the Customer under infringement actions, as noted in Section XII of this Agreement, and claims for personal injury or damages to real or tangible personal property caused by HTE's negligence, or intentional wrongful act, HTE's liability for damages to the Customer for any cause whatsoever under this Agreement, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Agreement for HTE Licensed Program(s) and services, not including any fees associated with HTE project management and related out-of-pocket expenses. In no event will HTE be liable for any consequential damages, including lost profits, savings or procurement costs, even if HTE has been advised of their possibility.

In situations involving performance or nonperformance of Licensed Program(s) furnished under this Agreement, the Customer's remedy is (1) the correction by HTE of Licensed Program defects, or (2) if, after repeated efforts, HTE is unable to make the Licensed Program(s) operate as warranted, the Customer shall be entitled to recover damages to the limits set forth in this section.

XII. PATENT AND COPYRIGHT INDEMNITY

HTE will, at its expense, defend the Customer against any claim that the Licensed Program(s) supplied hereunder infringe a patent or copyright in the United States or Puerto Rico, and, HTE will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Customer must:

- a) Give HTE prompt written notice of any such claim, and
- b) Allow HTE to control, and fully cooperate with HTE in the defense and all related settlement negotiations.

The Customer agrees to allow HTE, at HTE's option and expense, if such claim has occurred or in HTE's judgment is likely to occur, to procure the right for the Customer to continue using the Licensed Program(s) or to replace or to modify them so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in HTE's judgment, upon written request, the Customer will return the Licensed Program(s) to HTE. For Licensed Programs whose total charges are fully paid, the Customer shall receive a credit based on a five year amortization of the amount paid by the Customer for the Licensed Program.

HTE shall have no obligation with respect to any such claim based upon the Customer's modification of the Licensed Program(s) or their combination, operation or use with data or programs not furnished by HTE or in other than the specified operating environment. This section states HTE's entire obligation to the Customer regarding infringement.

XIII. COPYRIGHT PROTECTION

The software and any written documentation associated therewith are protected under the Copyright Laws of the United States. HTE warrants that HTE has the following exclusive rights with regard to the Licensed Program(s):

- a) To reproduce the Licensed Program(s) in any or all forms.
- b) To adapt, transform or rearrange the Licensed Program(s).
- c) To prepare other products derivative of the Licensed Program(s).
- d) To control the distribution of the Licensed Program(s).

Customer agrees not to violate any of HTE's rights or to assist or aid others in doing so. Customer agrees to preserve all copyright and other notices in the Licensed Program(s) and written documentation.

XIV. MISCELLANEOUS

Binding Agreement. The individual signing this Agreement and any Supplement(s) to this Agreement for the Customer warrants that they have been duly authorized to do so and that the Agreement and any Supplement to the Agreement are a valid and binding obligation of the Customer.

Assignment. This agreement and the rights, title, and interest may not be assigned or transferred by the Customer without the prior written consent of HTE. HTE may assign its rights, title and interest by providing prior written notice to the Customer.

Entire Agreement. This Agreement and any Supplement(s) and/or Amendments to this Agreement constitute the entire Agreement between the parties, and there are no representatives, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein. This Agreement may not be modified, omitted or changed in any way except by written agreement signed by persons authorized to sign agreements on behalf of the Customer and of HTE.

Force Majeure. HTE is not responsible for failure to have fulfilled its obligations under this Agreement due to causes beyond its control.

Applicable Law. This Agreement shall be governed by the laws of the State of New Hampshire.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

CITY OF MANCHESTER
(CUSTOMER)

H.T.E., INC.

BY *James J. Peew*
Name
Director Information Services
Title
12/31/96
Date

BY *Daniel E. Catan*
Name: Daniel E. Catan
Chief Marketing Officer
Title
12/31/96
Date

SUPPLEMENT TO H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT

FOR: CITY OF MANCHESTER
CUSTOMER"

I. DESIGNATED MACHINE

Model: AS/400 MODEL _____

CPU Number: _____

Use of the Licensed Program(s) provided in this agreement on platforms other than specified above, without written permission from HTE, may be subject to an upgrade charge.

INFISYS	Extended Reporting	Purchasing/Inventory
Bids Management	Accounts Receivable	Loans Management
Payroll/Personnel	Applicant Tracking	Work Orders/Facility.Mgmt.
Continuing Property Rec.	Asset Management II	Customer Info.System
Contract Billing	Tax Billing & Collections	Citation Management
Building Permits	BP Field Inspections - Server	Code Enforcement
Code Enforcement - Server	Planning & Zoning	Business Licenses
Fleet Management	Auto Fuel Interface	Voter Registration
Land Management	Cash Receipts	Cash Receipts PC Standalone
HTE - GUI - Server/Client		

II. LICENSED PROGRAM(S) AND FEES

HTE will provide the Licensed Program(s) in a machine readable form with instructions for installation by the Customer. Standard form options, if applicable, will be provided by HTE. Licensed Programs:

Prices for HTE Licensed Program(s) and related Services are specified in Schedule A. If applicable, Hardware and System Software are specified in Schedule B. HTE may increase its prices without notice Unless specified to the contrary, prices quoted in this Supplement are valid for ninety (90) days from the date of HTE's acceptance of this Agreement. These prices are predicated on the following payment terms:

1. License fees are due as indicated in Schedule A.
2. Training fees are due upon the completion of each training session.
3. Support fees are prepaid annually, the initial payment due at the end of the extended warranty period as indicated on Schedule A and thereafter within thirty (30) days after invoicing.
4. Additional service fees will be due within thirty (30) days after invoicing unless specified.
5. Hardware payment terms are 50% at Contract Execution; 50% at time of delivery of the Hardware.

III. APPLICATION TRAINING

The number of training sessions and the number of hours of training vary per application. Schedule A of this agreement lists the number hours and the standard fee per application. The fee quoted is for application training only. Reasonable travel or related expenses incurred by HTE for on-site training will be billed to the Customer as incurred. Additional training can be provided upon request at the standard billing rate in effect at that time.

IV. SUPPORT SERVICES

Support services include telephone support, extended warranty coverage and annual product enhancements.

Telephone support will be provided using a dedicated support telephone number 24 hours per day, 7 days per week. The Customer must have ECS installed on their AS/400. Support requests relating to IBM hardware or software will be directed either to IBM or the IBM Agent unless the customer has purchased annual HTE Support Line services. If the Customer has not contracted for this service and the Customer request that HTE Technical Services performs support services on IBM hardware or software, this time will be billed to the Customer at the standard billing rate in effect at that

time for those services. The rate in effect at the time of the execution of this Agreement is \$100 per hour, excluding expenses if applicable.

CITY OF MANCHESTER

(Customer)

By: *William J. Peew*

Director, Information Services

Title *Services* Date *12/31/96*

H.T.E., INC.

By: *Daniel E. Catan*

Daniel E. Catan

Title *Chief Marketing Officer* Date *12/31/96*

IBM and AS/400 are registered trademarks of International Business Machines Corporation.

**SUPPLEMENT TO H.T.E., INC. SOFTWARE LICENSE AGREEMENT
BY AND BETWEEN H.T.E., INC. AND CITY OF MANCHESTER, NH
SCHEDULE A - PRICING AND PAYMENT SCHEDULE**

LICENSED PROGRAMS	LICENSE FEES	No. Days of Training	TRAINING FEES	SUPPORT FEES**
INFISYS	\$ 67,900.00	18	\$ 16,560.00	\$ 14,250.00
Extended Reporting	included	included	included	included
Purchasing/Inventory	29,600.00	13	11,960.00	5,250.00
Bids Management	6,000.00	3	2,760.00	1,150.00
Accounts Receivable	21,600.00	11	10,120.00	3,300.00
Loans Management	11,700.00	included	included	1,950.00
Payroll/Personnel	29,600.00	15	13,800.00	6,300.00
Applicant Tracking	11,200.00	2	1,840.00	2,400.00
Work Orders/Facility Management	33,600.00	8	7,360.00	7,600.00
Continuing Property Records	20,000.00	4	3,680.00	3,200.00
Asset Management II	Inc. w/CPR	Included	Included	Included
Customer Information System	41,600.00	18	16,560.00	10,000.00
Contract Billing	8,000.00	4	3,680.00	1,500.00
Tax Billing & Collections	42,750.00	12	11,040.00	9,900.00
Citation Management	26,000.00	8	7,360.00	3,750.00
Building Permits	27,750.00	11	10,120.00	5,250.00
Building Permits - Voice Response	6,400.00	5	4,600.00	1,800.00
Bldg. Permits Field Inspections Server	6,250.00	2	1,840.00	1,800.00
Bldg. Permits Field Inspections Client (7)	11,200.00	Included	included	700.00
Code Enforcement	17,000.00	6	5,520.00	2,250.00
Code Enforce. Field Inspections Server	6,250.00	2	1,840.00	1,800.00
Code Enforce. Field Inspections Client (7)	11,200.00	Included	included	700.00
Planning & Zoning	27,750.00	5	4,600.00	5,250.00
Business Licenses	9,500.00	5	4,600.00	1,350.00
Fleet Management w/ Auto. Fuel Inter.	27,750.00	9	8,280.00	6,750.00
HTE PFS Facility Reservation Module	3,800.00	2	1,840.00	550.00
Voter Registration	17,000.00	8	7,360.00	2,250.00
Land Management	included	included	included	1,750.00
Cash Receipts	included	included	included	1,750.00
Cash Receipts - PC Standalone (10)	23,900.00	included	included	4,250.00
HTE-GUI (all Applications) 101 concurrent users	37,875.00	1	920.00	15,150.00
Third Party Software: TRACS Investment System	9,000.00	included	included	*
TOTALS	\$ 592,175.00	172	\$ 158,240.00	\$ 123,900.00

PAYMENT SCHEDULE		TOTAL CONTRACT	DUE UPON CONTRACT EXECUTION	DUE AS INCURRED/TESTED	DUE PER ACCEPTANCE/AS NOTED**
License Fees		\$ 592,175.00	\$ 287,587.50	\$ 245,370.00	\$ 59,217.50
Training Fees	172 days @ \$920/day	158,240.00		158,240.00	
Support Fees		123,900.00			123,900.00
Proj. Mgmt.	80 days @ \$920/day	73,600.00		73,600.00	
Conversion	1140 hrs @ \$90/hour	102,600.00		102,600.00	
Interfaces	32 hrs @ \$100/hour	3,200.00		3,200.00	
GRAND TOTALS		\$ 1,053,715.00	\$ 287,587.50	\$ 583,010.00	\$ 183,117.50

*TRACS. Customer must sign a Tracs Corp. License and Service Agreement. Training, by telephone, is provided by Tracs Corp. and is included in the License Fee. On-site training is additional and, if requested by Customer, is invoiced as incurred. Support fees will be invoiced by Tracs Corp.

****Payment Terms**

License Fees, with the exception of Voter Registration, are due:

50% upon contract execution

40% at the conclusion of the 60 day testing period, which starts with the first application training visit

10% is due upon go-live and final acceptance of the last application to go live, in accordance with the acceptance provisions below.

Voter Registration is due; 50% upon completion of specifications by HTE and signature authorization to begin work by the City, 40% upon delivery and completion of testing, and 10% due upon Acceptance as scheduled in the Implementation Plan.

Conversion and Modification (Interface) Fees are due 50% with authorization to start and 50% upon completion of testing.

Support Fees for INFISYS, Extended Reporting, Purchasing/Inventory, Accounts Receivable, Cash Receipts, Payroll/Personnel, Work Orders/Facility Management, Continuing Property Records, Building Permits, Code Enforcement, Planning & Zoning, Business Licenses, and Cash Receipts - PC Standalone will be due July 15, 1997, which is the end of the extended warranty for these Licensed Programs.

Support Fees for Bids Management, Loans Management, Applicant Tracking, Customer Information System, Contract Billing, Tax Billing & Collections, Citation Management, Building Permits - Voice Response, Building Permits Field Inspection-Server/Client, Code Enforcement Field Inspection - Server/Client, Fleet Management w/Auto Fuel Interface, HTE-PFS Facility Reservation Module, Voter Registration, Land Management and HTE GUI-Client will be July 16, 1998, which is the end of the extended warranty for these Licensed Programs.

Support Fees for the initial year following the extended warranty period will be due and invoiced at the fees indicated above. The annual renewal fee for the Support Services will not increase by not more than the Consumer Price Index (CPI) for the next three (3) years.

Training Fees, Project Management and travel & living expenses are due as incurred.

HTE acknowledges that the City's Payment Cycle is as follows: Invoices that are received by the 25th day of the month are paid by the 15th day of the following month.

Entire Agreement Attachments and Hierarchy. The Agreement shall consist of following documents and all attachments thereto, which are hereby incorporated by reference. If there is any conflict between the documents, the following order of precedence shall govern:

- a. The contents herein as may be amended, including all Exhibits.
- b. HTE's proposal dated July 9, 1996, and hereinafter referred to as the Proposal.
- c. The Customer's Request for Proposal RFP # IS9610 dated May 24, 1996, and hereinafter referred to as the RFP.

For the purposes of this Agreement, the last two sentences of the third paragraph of Section I. Indemnification and Insurance of the HTE Exceptions to Terms and Conditions are hereby deleted in their entirety and replaced with the following: "HTE's liability, however, for damages to the City for any other cause whatsoever under the HTE Agreement, regardless of the form of action, would be limited in accordance with the first paragraph of Section XI of the HTE Agreement entitled LIMITATION OF LIABILITY AND REMEDIES."

Implementation Plan (Exhibit 1) and Gantt Chart (Exhibit 2) are attached to this Agreement for reference.

Performance Bond. A performance bond for the entire amount of the contract including license fees, training, project management, modifications, conversions and hardware will be purchased by HTE. The City will be billed 3% of the contract amount to cover the cost of the performance bond for the first two (2) years. If the Project is still open at the end of the two (2) year period, the City will be invoiced for any requested extension of the Performance Bond coverage at the rate current at the time of the extension.

Licensed Program Testing. In reference to VI. Licensed Program Testing and Acceptance and in consideration of the quantity of applications being purchased under this contract, the testing period has been extended to 60 days from the first application training visit. HTE will provide complementary on-site assistance with testing for up to 4 days and bill the City only for travel expenses. Any additional testing assistance will be billed at \$1,000 per day plus travel expenses. Testing for the Voter Registration, the interfaces and modifications will be limited to 30 days from delivery. HTE will provide the City with test data.

Insurance. HTE agrees to furnish certificate(s) of insurance as required by the City's RFP Section I.I. page 8 & 9 within 14 days of contract signing.

Acceptance An acceptance testing plan will be jointly determined by the City Project manager and the HTE Project Manager. The acceptance test will be coordinated around the GUI version of each HTE application going into and culminating in live production. Acceptance testing will validate those software products, interfaces, conversions and modifications performed by HTE, to meet the requirements identified in the City's RFP and HTE's response to the RFP as well as any qualifying documents listed as attachments to this Agreement.

The HTE Project Manager will seek a sign off by the City Project Manager to acknowledge completion and acceptance of the project. If the City withholds signature it must provide a list of issues in writing to HTE within 14 days. Issues should be consistent with the requirements specified by this Agreement. Once the issues are resolved, HTE will resubmit for sign off by the City. If the City fails to sign off or produce a list of issues, then acceptance will be by default on the 15th day. Acceptance will not be considered delayed and the City may not withhold the final ten percent (10%) final acceptance payment if the City sets forth additional requirements other than originally agreed to herein, or if the City elects not to bring an application into live production.

Support Call Escalation Critical care calls for support will be escalated within HTE's support organization and those which remain unresolved after 24 hours will be brought to the attention of the Vice President of Operations. Critical care calls are defined as those support issues that are substantively interfering with procedures and/or deadlines.

Delivery Failure HTE shall make a best effort to deliver according to the mutually agreed upon implementation schedule. If a delay in the project is caused solely by the performance or lack of performance of HTE, it is agreed that HTE shall be liable for and credit the City as fixed agreed and liquidated damages, and not as a penalty, the sum of \$500 per day, for each business calendar day of delay beyond the final completion date for the project. This credit will be applied to the support fees of the delayed application(s) and will be limited to an amount no greater than a single year's fee, for those specific applications.

Disputes In the event of a dispute arising under this Agreement the objecting party shall notify the other, in writing, of the nature of the dispute, and the parties shall attempt to resolve the issue under dispute. It is hereby agreed between the parties that if no such resolution is found then such dispute shall be submitted by the objecting party to binding arbitration. Any such arbitration shall be conducted by a panel of three (3) arbitrators in a mutually agreeable location under the laws of the State of New Hampshire. The parties shall endeavor to ensure that the arbitrators are knowledgeable in business information and data processing systems. One (1) arbitrator shall be chosen by each party involved, and the third arbitrator will be mutually agreed upon by both parties. If the parties cannot agree on the selection of a third arbitrator, the two (2) arbitrators previously chosen will select the third arbitrator. The decision and award of the arbitrators will be final and binding and may be registered in any court of competent jurisdiction. Any disputes submitted for arbitration must be submitted within two (2) years from the date of the occurrence or from the date on which the injured party learns of the occurrence, whichever is later.

Warranty Extension. The warranty period for the following applications, including INFISYS, Extended Reporting, Purchasing/Inventory, Accounts Receivable, Cash Receipts, Payroll/Personnel, Work Orders/Facility Management, Continuing Property Records, Building Permits, Code Enforcement, Planning & Zoning, and Business Licenses will be extended to July 15, 1997. The warranty period for all other applications will be extended to July 16, 1998. Support fees will be due by these dates and annually thereafter. The list of applications may be adjusted according to the Implementation Plan to reflect those applications scheduled to go live by December 31, 1997, and the due dates for support Fees may be adjusted accordingly.

Rights to Future Options Provided the City maintains a current HTE Support Agreement, enhancements, upgrades and improvements to licensed applications, which are offered to other similar users through the Support Agreement, will be provided to the City under terms which are equally as favorable.

Right Upon Business Termination In the event of the termination of business by HTE for any reason, the City will continue to be entitled to the continued use of the software and source code according to the terms and conditions of this Agreement. Should termination of business occur during the warranty period, the City may submit a written notice of dispute to binding arbitration as described herein.

Guarantee of Ownership and Infringement Per Section XII, Patent and Copyright Indemnity, HTE warrants that it has the right to license the Licensed Program(s) and that the Licensed Program(s) does not infringe any intellectual property of any third party. HTE agrees to indemnify the City against expenses related to such infringement in accordance with Section IX. Warranty and Section XI. Limitations of Liability and Remedies. In situations where the discontinuation of the infringing Licensed Program(s) renders any other HTE Licensed Program(s) unusable, the Customer shall also return such unusable Licensed Program(s), and HTE will refund to the Customer in accordance with the Payment Option under Infringement below.

Payment Option Under Infringement Instead of a credit as described in XII, Patent and Copyright Indemnity, the City has the option of a refund for the first five years from contract execution. The value of the refund will be based on those charges for the Licensed Programs which are fully paid or current under the terms of the implementation and will be depreciated at the rate of 20% per year.

Travel and Living Expense

Actual and reasonable travel and living expenses are in addition to the prices quoted for the HTE Licensed Programs and are billed as incurred. Estimated expenses are as follows:

Round-trip airfare from Orlando to Manchester is currently \$910. This quote is for a full coach, fully refundable, no advance purchase ticket; advance purchase, non-refundable airfare is approximately \$400. (These prices are subject to change by the airline industry.

Hotel expenses are \$75 per day

Rental Car Expenses are \$40 per day

Meal Expenses are \$35 per day.

The City may negotiate reduced hotel rates at a preferred, suitable hotel in the area. Assuming 87 trips at a per trip average cost of \$1,510 (including \$910 airfare), total travel and living expenses are estimated at \$131,370. Assuming 87 trips at a per trip average cost of \$1,000 (including \$400 airfare), total travel and living expenses are estimated at \$87,000. Please note that if the City wishes HTE to train the end-user community, additional travel expenses will be incurred.

Conversion

Conversion, if necessary, will be invoiced at the prevailing rate per hour. It is understood that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. The following conversions have been identified:

INFISYS: 240 hours

Payroll/Personnel: 60 hours

Accounts Receivable: 40 hours

Assets Management II: 40 hours

Tax Billing & Collections: 120 hours

Customer Information System: 520 hours (Includes Waterworks & EPD Conversions)

Fleet Management: 40 hours

Business Licenses: 40 hours

Code Enforcement: 40 hours

Voter Registration: TBD

System Change Request (SCR) forms will be written to detail the conversion services to be performed. Conversion fees will be invoiced as incurred at the rate of \$90 per hour. HTE will notify the City if the hours quoted for conversion are not sufficient. Further conversions will not be performed without the City's authorization.

Interfaces

HTE agrees to work with the City to provide an interface from the City's Airport Billing System to HTE's Accounts Receivable System and an interface from the City's Motor Vehicle Registration System to HTE's Accounts Receivable System. In both cases, the City agrees to provide HTE with an AS/400 readable file that includes HTE's

Customer Number, Charge Code, and Amount Billed/Due. It is understood that if the City does not provide HTE with such a file that the interface will be charged at the then current hourly rate for programming services. The interfaces have been estimated as follows:

- Interface from Airport Billing System to HTE's Accounts Receivable System: 16 hours
- Interface from Motor Vehicle Registration System to HTE's Accounts Receivables System: 16 hours

Project Management

The following Project Management Services will be provided:

- Project Management Services (4 days/month for 18 months): 72 days
- Work Orders/Facility Management Consulting Services: 5 days
- Chart of Accounts Consulting Services: 3 days

Modifications

Modifications will be controlled by the HTE "System Change Request" form which will be prepared for the Customer by the HTE Project Manager responsible for that module. HTE will proceed on the SCR when the signed SCR is returned with the City's authorization. Payment is due upon completion/testing or no later than putting the modification into production. Modifications will be invoiced at the rate of \$90 per hour.

The modifications for Tax Billing & Collections and Land Management, as listed below, will be analyzed to determine those which are driven by state requirements. HTE agrees that the final modification list will not to exceed \$30,000.

- Deductions Rollover - 16 hours
- Exemption Changes - 20 hours
- Used and Unused Exemptions Report - 24 hours
- Adding Totals by Property Use to the Valuations Listing - 24 hours
- Special Conversion Program Needs - 40 hours
- Lien Processing - 66 hours
- Tax Roll Changes - 40 hours
- Billing by Entity - 24 hours
- Delinquent Account Statements - 8 hours
- Account History Print for a Single Related Party - 24 hours
- Lock Box Processing - 8 hours
- Bankruptcy Processing - 24 hours
- Customized Payment Receipt - N/C
- Audit Trail for Payment Overrides - N/C
- Elderly Lien Status Display - N/C
- Transferring Unpaid Sewer Bills to Tax - N/C
- Abatement Certificates - Future Enhancement
- Storing Date of Birth for Owners - 24 hours
- Add Account Balances Screen to the Related Party Level - 40 hours
- Link Related Parties to Exemptions - 40 hours
- Valuations Rollover - 36 hours
- Interface with Motor Vehicle Registration - Future Enhancement
- Check Register - Future Enhancement

Migration. As per Section II License, with the exception of any additional products, such as third-party run-time license fees, no additional HTE Application License Fees will be incurred for the applications purchased, should the City elect to use the Licensed Program(s) on an approved machine other than the designated machine. This provision may be modified if it is changed for HTE's current Customer base but is guaranteed to the City for a minimum of five (5) years from the date of execution of this Agreement.

Program Package Discount. When eligible, the License Fees quoted reflect a 20% Program Package Discount. PPD's apply only to unmodified applications purchased on a single contract.

LICENSED PROGRAMS	LICENSE FEE @ PPD	LICENSE FEE - LIST
INFISYS	\$ 67,900.00	84,875.00
Extended Reporting	included	included
Purchasing/Inventory	29,600.00	37,000.00
Bids Management	6,000.00	7,500.00
Accounts Receivable	21,600.00	27,000.00
Loans Management	11,700.00	14,625.00
Payroll/Personnel	29,600.00	37,000.00
Applicant Tracking	11,200.00	14,000.00
Work Orders/Facility Management	33,600.00	42,000.00
Continuing Property Records	20,000.00	25,000.00
Asset Management II	Included	Included
Customer Information System	41,600.00	52,000.00
Contract Billing	8,000.00	10,000.00
Tax Billing & Collections	42,750.00	53,450.00
Citation Management	26,000.00	32,500.00
Building Permits	27,750.00	34,700.00
Building Permits - Voice Response	6,400.00	8,000.00
Bldg. Permits Field Inspections Server	6,250.00	9,000.00
Bldg. Permits Field Insp. - 5 Clients	8,000.00	10,000.00
Code Enforcement	17,000.00	21,250.00
Code Enforce. Field Inspections Server	6,250.00	9,000.00
Code Enforce. Field Insp. - 5 Clients	8,000.00	10,000.00
Planning & Zoning	27,750.00	34,700.00
Business Licenses	9,500.00	11,875.00
Fleet Management w/ Auto. Fuel Inter.	27,750.00	34,700.00
HTE PFS Facility Reservation Module	3,800.00	4,750.00
Voter Registration	17,000.00	21,250.00
Land Management	included	included
Cash Receipts	included	included
Cash Receipts - PC Standalone (10)	23,900.00	35,000.00
HTE-GUI (all Applications)		
101 concurrent users	37,875.00	50,500.00
Third Party Software:		
TRACS Investment System	9,000.00	11,250.00

Additions to Agreement. Any acquisitions that occur within six (6) months of contract signing will be priced at the same discount levels that have been quoted in this Agreement. Customer Information System - Voice Response will be discounted to \$4,000 if purchased within six (6) months after execution of this Agreement.

Non-Hiring Statement

During the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, the Customer may not offer to hire or in any way employ or compensate any of the employees of HTE or persons who have been employed by HTE within the immediate past twenty-four (24) months without prior consent of HTE. It is also understood that during the term of this Agreement and for a period of twenty four (24) months after the termination of this Agreement, HTE may not offer to hire or in any way employ or compensate any of the employees of the Customer or persons who have been employed by the Customer within the immediate past twenty-four (24) months without prior consent of the Customer.

Taxes. Any sales, use and property taxes resulting from this Agreement or activities resulting from this Agreement, exclusive of any taxes based upon HTE's payroll, capital or income, will be the responsibility of the Customer. HTE will accept an exemption from the City in lieu of taxes if City qualifies for exempt status. Such exemption certificate will need to be provided to HTE upon contract execution.

Assignment. HTE agrees that it shall not assign the products and services provided under this Agreement without the prior written consent of the Customer, such consent to not be unreasonably withheld.

Prices quoted as of December 23, 1996 will be honored through December 31, 1996.

**SUPPLEMENT TO H.T.E., INC. SOFTWARE LICENSE AND SERVICE AGREEMENT
BY AND BETWEEN H.T.E., INC. AND THE CITY OF MANCHESTER, NH
SCHEDULE B - HARDWARE PRICING SUMMARY AND PAYMENT SCHEDULE**

PAYMENT SCHEDULE ITEM	TOTAL CONTRACT	DUE UPON CONTRACT EXECUTION	DUE AS INCURRED/ DELIVERED*
AS/400 System Hardware	\$ 282,848.56	141,424.28	141,424.28
AS/400 System Software	164,627.80	82,313.90	82,313.90
Network	27,331.20	13,665.60	13,665.60
Cash Receipt Stations	45,480.00	22,740.00	22,740.00
Training	5,000.00		5,000.00
Installation	14,100.00		14,100.00
HTE AS/400 Support Line Services	3,500.00		3,500.00
HTE Network Support Line Services	1,500.00		1,500.00
TOTALS	\$ 544,387.56	\$ 260,143.78	\$ 284,243.78

Footnotes

*Fees for HTE Support Line Services are due 90 days after installation of the AS/400.

Prices

Prices quoted above are per the attached Investment Summary and are firm for 90 days from date of quote. Delays, by the Customer, may affect this pricing.

Cash Receipt Stations will not be shipped without written authorization of the City.

Configuration Performance This AS/400 system configuration was estimated to respond to user, usage, and data storage requirements provided at the time of the City's RFP. While HTE guarantees the efficient performance of this configuration for its software, it will not extend the guarantee to include combinations with non-HTE software, hardware not provided by HTE, enhancements to the application software after acceptance, or other changes to the hardware, system software or the profile described in the RFP. Where the system is not performing efficiently or uses substantially more hardware facility than anticipated and HTE is solely responsible, then the necessary components will be added at no additional charge. Should HTE be substantially responsible and the City is in part responsible, then the necessary hardware will be provided at cost plus normal installation charges.

Delivery For the items included within this purchase only, all installation, set-up, rigging, draying, insurance and shipping charges to the City's site are included. However, it is still the responsibility of the City, upon receipt, to inspect the Hardware and to note any damaged or missing items on freight bills.

Installation For the items included within this contract only, HTE has been contracted to perform the majority of the installation of the hardware and to coordinate the balance of the installation tasks with the manufacturer.

Travel and Living Expense

Actual and reasonable travel and living expenses are in addition to the prices quoted for the HTE Licensed Programs and are billed as incurred. Estimated expenses are as follows:

Round-trip airfare from Orlando to Manchester is currently \$910. This quote is for a full coach, fully refundable, no advance purchase ticket; advance purchase, non-refundable airfare is approximately \$400. (These prices are subject to change by the airline industry.

Hotel expenses are \$75 per day

Rental Car Expenses are \$40 per day

Meal Expenses are \$35 per day.

The City may negotiate reduced hotel rates at a preferred, suitable hotel in the area. Assuming 87 trips at a per trip average cost of \$1,510 (including \$910 airfare), total travel and living expenses are estimated at \$131,370. Assuming 87 trips at a per trip average cost of \$1,000 (including \$400 airfare), total travel and living expenses are estimated at \$87,000. Please note that if the City wishes HTE to train the end-user community, additional travel expenses will be incurred.

Warranty and Maintenance

Unless otherwise stated Customer shall enter into separate purchase of maintenance agreements with each individual hardware supplier for the equipment. Warranty and maintenance offerings from HTE for its Program Products do not apply to any hardware supplied under this Schedule.

Prices quoted above will be honored through December 31, 1996.

SUPPLEMENT TO H.T.E., INC. LICENSE & SERVICE AGREEMENT

HARDWARE PURCHASE AGREEMENT

This Hardware Agreement is a Supplement to the H.T.E., INC. LICENSE & SERVICE AGREEMENT between H.T.E., Inc. (HTE) and City of Manchester (Customer).

I. HARDWARE

HTE shall sell to Customer and Customer shall buy from HTE the Hardware listed on the Schedule(s), under the terms and conditions contained herein. Customer may not cancel or modify any order for Hardware described on the Schedule(s) without the prior written consent of HTE.

II. SYSTEMS SOFTWARE

Customer shall receive a license to use the systems software (the "Systems Software") that is provided by the Manufacturer to operate the Hardware and is more fully described on the attached Schedule(s), and title to the Systems Software shall remain with the Manufacturer. Customer agrees to protect the Systems Software, which is and shall remain proprietary to the Manufacturer, in accordance with the Manufacturer's instructions.

III. INSTALLATION

Customer shall contract with the Manufacturer's Services Officer to arrange for the upgrade and installation of the Hardware listed in the Schedule(s) and shall be responsible for all necessary site preparations prior to and during the installation of the Hardware in accordance with HTE and Manufacturer's instructions. Such site preparations may include, but are not limited to, provisions of electric power requirements, the installation of all required data and power cabling, and the provision of sufficient furniture and flooring for the Hardware.

Customer shall bear any costs or penalties incurred by HTE as a result of Customer's failure to provide adequate facilities for installation as per HTE and Manufacturer's instructions or as a result of Customer's failure to accept delivery of the Hardware. However, in no event shall any delays in such site preparations by the Customer negate the payment terms as provided for in the Schedule(s) to this Hardware Agreement.

In the event that the Customer makes any changes to the Hardware order (i.e. Hardware configuration, delivery date, Customer Facility location, etc.) which results in increased prices from the Manufacturer or the imposition of late order charges/penalties by the Manufacturer, Customer shall reimburse HTE for such changes/penalties or increase in cost at the time of those charges. Additionally, any Hardware

deposits received by HTE from the Customer will be retained by HTE if HTE is required to return the Hardware to the Manufacturer due to any reason that is not the fault of HTE.

Customer agrees to grant access to the Manufacturer and/or HTE as needed, to install mandatory engineering changes, order features, or model conversions to the Hardware.

In conjunction with the installation of the Hardware, HTE will provide Customer with one (1) copy of each of the Manufacturer's hardware manuals which have been provided by Manufacturer without charge to HTE.

IV. DELIVERY

Delivery dates are approximate and any delivery schedule provided is estimated only and presented in good faith by HTE. HTE will not assume any liability, consequential or otherwise, for any delay or failure to deliver all or any part of the Hardware.

Customer will pay all installation, set-up, rigging, draying, insurance and shipping charges (F.O.B. place of manufacture). It is the responsibility of Customer, upon receipt, to inspect the Hardware and to note any damage or missing items on the freight bills.

V. PRICING AND PAYMENT TERMS

All pricing and terms associated with the Hardware are specified in the attached Schedule(s). Amounts payable to HTE as specified are payable in full without setoff or deduction. In addition to the Purchase Price and all other charges required to be paid by Customer, Customer shall pay sums equal to all taxes (including, without limitation, sales, use privilege, ad valorem or excise taxes) however designated, levied or based on amounts payable to HTE hereunder or on Customer's use or possession of the Hardware pursuant to this Hardware Agreement, but exclusive of United States federal, state, and local taxes based on the net income of HTE. Customer shall not deduct from payments to HTE any amounts paid or payable to third parties for taxes, however designated.

VI. MAINTENANCE

Maintenance is not provided under the terms of this Hardware Agreement. Unless otherwise provided for herein, it shall be Customer's responsibility to keep and maintain the equipment in good operating order, and to provide for the maintenance of the Hardware. HTE has advised Customer that maintenance is available from the Manufacturer and other third parties and that securing proper maintenance is essential to the proper functioning of the Hardware and perhaps to the continuation of warranty coverage. HTE makes no claims as to the reputability of any third party maintenance vendors.

VII. WARRANTIES

HTE is not the manufacturer of the Hardware, and therefore makes no warranties, express or implied, concerning the Hardware and Systems Software. No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use or performance of the Hardware or Systems Software shall be or be deemed to be a warranty or representation by HTE for any purpose, nor give rise to any liability or obligation of HTE whatsoever, and the provisions of any Manufacturer's agreement with HTE setting out the Manufacturer's warranty and service responsibilities together with all limitations thereon and exclusions therefrom are incorporated into and made a part of

the Hardware Agreement. Upon full payment of the Purchase Price, HTE shall provide for Customer to receive any and all Manufacturer's warranties in connection with the Hardware and Systems Software and all rights to make claim for breach of warranty which are or may be available with respect to the Hardware and Systems Software and all rights to make claim to the Hardware and Systems Software, to the extent allowed by the Manufacturer. Customer understands that the warranties provided under this Hardware Agreement may commence upon availability of the Hardware for delivery, shipment from the Manufacturer, date of installation or upon a specified period following shipment from the Manufacturer (depending upon the Manufacturer).

HTE MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE HARDWARE AND SYSTEMS SOFTWARE, AND EXPRESSLY DISCLAIMS THE SAME. SPECIFICALLY, HTE DOES NOT WARRANT THE DESIGN OR CONDITION OF THE HARDWARE, ITS MERCHANTABILITY OR ITS FITNESS OR CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE HARDWARE OR CONFORMITY OF THE HARDWARE TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO.

VIII. LIMITATIONS OF LIABILITY

Except for HTE's obligations to indemnify the Customer under infringement actions and claims for personal injury or damages to real or tangible personal property caused by HTE's negligence, HTE's liability for damages to the Customer for any cause whatsoever under this Hardware Agreement, regardless of the form of action, is limited to the greater of \$100,000.00 or the charges (if recurring, 12 months' actual charges apply), for the product that is the subject of the claim. HTE shall not be liable for any damages caused by delay in shipment, installation, or furnishing of Hardware, Systems Software, or services under this Hardware Agreement and, in no event shall HTE be liable for any consequential damages, including lost profits, savings or procurement costs, even if HTE has been advised of their possibility. Any claims or matters related to any liability under this paragraph or any other provision of this Hardware Agreement shall be directed solely to the Manufacttrrer of the Hardware or Systems Software.

IX. TITLE- SECURITY INTEREST

The title and the risk of loss shall pass to Customer on delivery to the carrier at Manufacturer's facility unless otherwise noted in the applicable Schedule(s). HTE may, however, reserve a purchase money security interest in the Hardware, to secure any unpaid portion of the Purchase Price. A copy of this Hardware Agreement may be filed on behalf of HTE with appropriate state authorities at any time after signature by Customer as a financing statement in order to protect its security interest in the Hardware. Until such time as the Purchase Price and all other charges specified herein are paid in full, Customer shall:

- a) Maintain the Hardware in good operating condition.
- b) Keep the Hardware free from liens and encumbrances.
- c) Not permit use of the Hardware in any manner likely to be injurious to the Hardware.

- d) Not remove or permit removal from its original location or make or permit any alterations without the prior consent of HTE.
- e) Keep HTE advised of the location of the Hardware, and permit HTE to inspect the Hardware at all reasonable times.
- f) Procure and maintain fire, extended coverage, vandalism, and malicious mischief insurance to the full insurable value of the Hardware, with loss payable to HTE and Customer as their interest shall appear.

X. LEGAL FEES AND WAIVER

In the event of any legal action brought by HTE for breach of this Hardware Agreement, HTE shall be entitled to reimbursement by Customer of all costs, expenses, and legal fees incurred in obtaining a remedy to the Customer's breach, including an appeal. Failure of HTE to enforce the breach of any portion of this Hardware Agreement by Customer from time to time shall not constitute a waiver of such right in respect to the same or any other breach.

XI. COMPLIANCE WITH LAWS

Customer shall comply with and conform to all local, municipal, state and federal laws relating to the operation of the Hardware.

XII. MISCELLANEOUS

Severability. In case any one or more of the provisions contained in this Hardware Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other applications thereof shall not in any way be affected or impaired thereby.

Successors Bound. The terms and conditions of this Hardware Agreement shall extend and inure to the benefit and be binding on the respective successors and assigns of Customer and HTE, including shareholders in liquidation.

Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any such notice to be deemed to be effective upon receipt or five (5) days from the date of the mailing, whichever occurs first.

ACCEPTED BY CITY OF MANCHESTER

ACCEPTED BY H.T.E., INC.

By: *Heather J. Reese*
 Director Information 12/31/96
 Title *Securities* Date

By: *Daniel E. Catan*
 Daniel E. Catan
 Chief Marketing Officer 12/31/96
 Title Date



*William E. Sanders
Finance Officer*

CITY OF MANCHESTER
Finance Department

March 7, 2013

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

Dear Honorable Board of Mayor and Aldermen,

Currently the Hackett Hill Fire Impact Fee account has an available balance of \$7,533.44 that may only be expended on the Hackett Hill Fire House project by a majority vote of the Board of Mayor and Aldermen.

I request that the Board vote to remand these funds for the purpose intended.

Respectfully submitted,

Sharon Y. Wickens
Assistant Director-Treasury

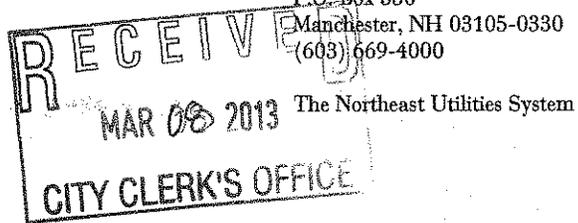
Cc: William E. Sanders
Chief James A. Burkish



**Public Service
of New Hampshire**

60 W. Pennacook Street, Manchester, NH 03101

Public Service Company of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330
(603) 669-4000



March 7, 2013

Office of the City Clerk
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear City Clerk,

Public Service of New Hampshire is hereby requesting permission to install/replace pole(s) located in City of Manchester, New Hampshire.

Enclosed for your review find three copies of PSNH Petition and Pole License number 11-1408 for City of Manchester review.

Upon approval, please have each copy of the Petition and Pole License signed by the proper authority.

Retain the Petition and Pole License copy labeled "**Manchester**" and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed envelope.

If the Petition and Pole License is not approved, please return all copies to PSNH with an explanation.

Please contact me by telephone or e-mail with any questions you may have.

Thank you.

Lisa-Marie Pinkes

Lisa-Marie Pinkes
Customer Operations Support - Licensing
Public Service of New Hampshire
PO Box 330
Manchester, NH 03105-9989
Tel. 603-634-2218
E-Mail: pinkel@nu.com

Enclosure(s)

CITY OF MANCHESTER, NH
PETITION FOR POLE LOCATION LICENSE

POLE LOCATION
FORM NO. 1

March 1, 2013

*To the Hon. Board of Mayor and Aldermen
of the City of Manchester, New Hampshire:*

**PUBLIC SERVICE OF NEW HAMPSHIRE
&
Northern New England Telephone Operations LLC
d/b/a FairPoint Communications-NNE**

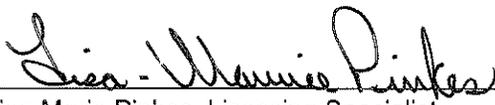
request a license to install and maintain underground conduits, cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary, along, across, and under the following public ways:

License one (1) pole(s), 22/1Y located on Island Pond Road in the City of Manchester.

Wherefore we pray, that we be granted a license to install and maintain underground conduits, cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon together with sustaining, strengthening and protecting fixtures as may be necessary, said underground conduits, poles and structures to be installed approximately in accordance with the plan filed herewith marked "POLE LOCATION PLAN, PUBLIC SERVICE OF NEW HAMPSHIRE and Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE".

Plan No. 11-1408
Dated: 2/28/2013

PUBLIC SERVICE OF NEW HAMPSHIRE

BY: 
Lisa-Marie Pinkes, Licensing Specialist

**Northern New England Telephone Operations LLC
d/b/a FairPoint Communications-NNE**

BY: 
Right of Way Department

Conditions upon which The Pole Location License cited on reverse side is Granted:

1. Excavations, obstructions or encumbrances shall at all times be properly guarded, barricaded or fenced during the whole time the highway is excavated, obstructed or encumbered, and lights shall be maintained throughout the night so that all excavations, obstructions and encumbrances may be readily seen.
2. The grantee hereby agrees to indemnify and save harmless the City of Manchester, NH, for all claims for damages or injury whatsoever that may arise from the excavation, obstruction, encumbrance or occupation of said highway, and the applicant shall be accountable for all damage that may occur on account of said excavation, obstruction, encumbrance or occupation of the aforesaid highway made or created in violation of the terms of this License; the City of Manchester in no case assuming any responsibility or liability by reason of the issuing of this grant.
3. Shade trees shall neither be cut down, cut, trimmed or otherwise injured by the grantee, unless special permission shall have been granted by the abutting owner or owners, or the city.
4. The grantee shall neither grant permission to place signs, or advertisements, (Excepting only city street signs) nor permit the same to be attached to or displayed on or upon any pole or poles within the City of Manchester, and said grantee shall remove or cause to be removed all such signs or advertisements which may be so placed by any corporation, firm, person or persons.
5. The grantee shall paint all poles within the City of Manchester, unless such poles are of the creosote treated type or it is otherwise specified in this grant, the standard color to be dark green.
6. The highway shall be left in as good condition and repair upon the completion of the work necessitated by this grant as existed previously, and the Department of Highways may restore the highway to as good condition and repair, or cause the same to be restored under its direction, and the grantee shall reimburse the City for any and all liability and expenses occasioned by reason of such work.
7. All poles shall be of wood or other suitable material, and the wires shall be run along and across the highway between the points named herein, and shall be maintained at least 18 feet above the surface of the ground.

"In accordance with the requirements of RSA 72:23, l(b) the licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to the is license shall be responsible for the payment of, and shall pay, all properly assessed personal and real property taxes no later than the due date. Failure to pay duly assessed personal and real property taxes when due shall be cause to provide a written notice to said licensee to show cause by a date certain specified in the notice to said license should not be terminated for nonpayment of the sums due.

The changes to the within license set for in the preceding paragraph shall take effect April 1, 2005, and shall remain in effect until changed in accordance with the requirements of RSA 231:163."

POLE LOCATION LICENSE

POLE LOCATION
FORM NO. 2

In the Board of Mayor and Aldermen of the City of Manchester, New Hampshire,
on 3/19/13. It appearing that the public good requires it, it is hereby

ORDERED

That PUBLIC SERVICE OF NEW HAMPSHIRE AND Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE be and hereby are granted a license to install and maintain underground conduits, cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary in the public way, or ways, hereinafter referred to as requested in the petition of said Companies dated the 1st day of March, 2013.

All construction under this order shall be in conformity with the Laws of the State of New Hampshire and the Ordinances of the City of Manchester, NH, and this license is granted, subject to its approval by the Surveyor of Highways and to certain conditions which are printed on the reverse side of this order, also the following designations and definitions, before this license shall be in full force and effect;

The maximum and minimum length of said poles shall be 60 feet and 25 feet; height of structures 52 feet and 20 feet. The approximate locations of poles and structures, including where applicable the approximate distance thereof from the edge of the traveled roadway, or of the side-walk, and of underground conduits and cables are designated or defined as shown upon a plan marked "POLE LOCATION PLAN - PUBLIC SERVICE OF NEW HAMPSHIRE AND Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE" No. 11-1408, dated 2/28/2013 attached to and made a part of this order. All of said wires and cables except such as are vertically attached to poles and structures shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

Underground conduits, wires and cables shall be not less than current minimum requirements of the National Electrical Safety Code below the surface of the roadway.

This license is granted as to the following public ways or parts of ways in Manchester, New Hampshire.

License one (1) pole(s), 22/1Y located on Island Pond Road in the City of Manchester.

Granted By Vote of Board of Mayor
and Aldermen, subject to approval
of surveyor of Highways at meeting
of said Board held 3/19/13

Approved
Dept. of Highways

BY: _____
_____, Surveyor

ATTEST _____
Matthew Normand, City Clerk

Received 3/18/13 at **Manchester** and recorded in Records of Pole Location Licenses.
Vol., _____, Page _____, filed and an attested copy delivered to the said Public Service of New
Hampshire and Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE

ATTEST _____
Matthew Normand, City Clerk

POLE LOCATION PLAN

PUBLIC SERVICE OF NEW HAMPSHIRE and
Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE

DATE 02/28/2013
MUNICIPALITY: Manchester
STREET / ROAD: Island Pond Road
PSNH OFFICE: Hooksett
PSNH ENGINEER: Marc Gagnon
TELCO ENGINEER: Roberto Diaz

LICENSE NO. 11-1408
STATE HWY. DIV. NO. 5
STATE LICENSE NO. _____
WORK REQUEST# 1972637
WORK FINANCIAL # 9Y221115
TELCO PROJECT # _____

Pole Numbers		Pole Sz-CI	Eq BH	INSTALL			REMOVE			REF	100% LTS	J/O	100% TEL	Span	DIST. FROM T/W	Remarks	DOC REQ
LTS	TEL			POLE	PB												
NOT TO SCALE																	
<u>22</u> 1	<u>359</u> 1	45-2		⊕										+/- 12'	Reference Only	M	
<u>22</u> 1Y				○										+/- 45'	+/- 12'	Install Jt pole by LTS	M
<u>22</u> 2	<u>359</u> 2	40-3		⊕										+/- 60'	+/- 12'	Reference Only	M

**MANCHESTER
TRANSIT AUTHORITY**
110 ELM STREET, MANCHESTER, NH 03101-2799
TELEPHONE (603) 623-8801
FAX (603) 626-4512



EDWARD W. STEWART, JR., CHAIR
DANIEL BERGERON, VICE CHAIR
JOHN H. TRISCIANI
PETER ESCALERA
CAROL WILLIAMS

MICHAEL WHITTEN
EXECUTIVE DIRECTOR

February 27, 2013

Mr. Matthew Normand, City Clerk
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Matthew,

The MTA Commissioners held a monthly Commission Meeting on Tuesday, February 26, 2013. Enclosed are the approved Minutes of the January 15, 2013 Meeting, December 2012 and January 2013 Financial Reports, and January 2013 Ridership Reports.

The next Commission Meeting will be Tuesday, April 2, 2013.

If you should have any questions, please feel free to contact me at extension 612.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Michael Whitten', with a long horizontal flourish extending to the right.

Michael Whitten
Executive Director

Enclosures

**MANCHESTER
TRANSIT AUTHORITY**

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PETER ESCALERA, CHAIR
JOHN H. TRISCIANI, VICE CHAIR
CAROL WILLIAMS
DANIEL BERGERON
EDWARD W. STEWART, JR.

MICHAEL WHITTEN
EXECUTIVE DIRECTOR

Manchester Transit Authority

January 15, 2013 Commission Meeting

- MEMBERS PRESENT:** Chairman Peter Escalera
Vice Chairman John H. Trisciani
Commissioner Daniel Bergeron
Commissioner Edward W. Stewart, Jr.
- MEMBER ABSENT:** Commissioner Carol Williams
- PERSONNEL PRESENT:** Michael Whitten, Executive Director
Jaimee Bellissimo, Asst. Executive Director
William J. Cantwell, Supt. of Administration
Karen Holden, Operations Planning Manager
Paul Beauregard, Shop Manager
- OTHERS PRESENT:** Adam Hlasny, SNHPC Transportation Planner

1. a. ESCALERA called the meeting to order at 5:05 PM.
- b. **Minutes of November 27, 2012 Commission Meeting.** STEWART made a motion to accept and amend the November 27, 2012 minutes to reflect that it was TRISCIANI who suspended the regular order of business to allow the Union President to speak, not ESCALERA. Seconded by TRISCIANI. All Commissioners present in favor.

MANAGEMENT REPORTS

2. a. **Financial Report for November 2012.** TRISCIANI made a motion to accept the November 2012 Financial Report. Seconded by STEWART.
- Transit Operation.** CANTWELL reported transit revenues were \$390,216; \$4,059 (1.05%) more than budget. Adult and senior fare media was lower than

budget which is an accounting correction as the Manchester Transportation Center (MTC) is no longer selling tickets. They have an outstanding receivable of \$2,064.35 and taking that into consideration makes ridership closer to the budget. Expenses were \$370,986; \$13,974 (3.91%) more than budget. The variances were the annual audit which was budgeted in October but paid for in November, annual payment to Trapeze for software (\$10,894), 20,000 bus schedules were printed, and tickets were ordered for the new fareboxes.

School Operation. CANTWELL reported school revenues were \$61,340; \$189,471 (75.57%) less than budget as Novembers' invoice returned the last payment of the \$200,000 advance. Year-to-date numbers are in line with the budget. Expenses were \$227,435; \$37,176 (14.05%) less than budget. The variance was the annual audit and parts costs were lower this month.

Discussion: CANTWELL and WHITTEN addressed numerous transit and school operations questions from BERGERON. BERGERON commented on the reduction in transit overtime on the transit side. CANTWELL replied November has 2 holidays and any month that has a holiday the overtime drops because time and a half is paid after 40 hours worked. BERGERON asked what we are doing with promoting flu shots for employees. HOLDEN explained we reimburse employees \$15.00 for a flu shot. The accounts receivable were reviewed. CANTWELL explained \$51,630 is due on the 90 day account and that is primarily for ticket sales to the Unemployment Office and the School District withholding a monthly retainer. He said \$41,000 is due on the 120 day account and that is \$25,000 for the Hooksett shopping shuttle, which was paid today, and \$5,000 due from the School District for student monthly passes. There is about

\$5,000 in outstanding invoices in the over 120 day account which is good considering we do over \$400,000 in school charter work.

All Commissioners present in favor of approving November 2012 Financial Report.

b. **Operations Reports for November and December 2012:**

Ridership Statistics November. BELLISSIMO reported most of the ridership has increased. The routes with the highest increase are the Green DASH and Nashua. Total ridership is up 7% for the year. There were 33,261 passenger boardings in transit and 1,631 passenger boardings in demand-response.

Transit Operating Statistics November. BELLISSIMO reported there were 36,356 revenue miles for transit and 5,715 for demand-response. There were no missed trips, 4 complaints, and 1 on-the-job injury with no lost time.

Ridership Statistics December. BELLISSIMO reported there were 33,612 passenger boardings in transit; down from same month last year, but up 4% for the year. Nashua ridership was high as she suspects people went to Nashua to shop for the holiday. WHITTEN said fixed route weekday average is down 4% but Saturday ridership was up 15% from last year because last year Christmas was on a Sunday and Christmas Eve was on a Saturday and ridership is always low on Christmas Eve.

Transit Operating Statistics December. BELLISSIMO reported there were 36,984 revenue miles for transit and 4,563 for demand-response. There were 7 missed trips (mall buses trapped due to holiday shopping), 2 vehicle collisions (minor), on-time performance was remarkable, and there was 1 on-the-job injury with lost time. The complaints for November and December were reviewed.

BERGERON noticed a trend that when an operator is pushed up against the wall by a passenger it doesn't seem to be handled as well as it should be and he suggested customer service training. He notices the same complaints every month that a driver was rude, etc. BELLISSIMO explained when a passenger calls to say the driver was rude, it is usually because the driver does not give the passenger the answer they want to hear. WHITTEN responded if we get one complaint that is one too many. He explained these are every complaint out of 50,000 to 70,000 passenger boardings per month. BELLISSIMO explained if we have a driver that the complaints are becoming an issue, we will work specifically with that employee on customer service. ESCALERA said from his experience there are an awful lot of people who approach him praising our drivers.

School Operating Report November. HOLDEN reported we started the month with 71 operators, lost 3 (2 voluntary and 1 termination), 6 drivers were licensed, ending the month with 74 operators and 12 in training. There were 99,234 school passenger boardings, 78 charters, 7 complaints, and 4 vehicle collisions (minor).

School Operating Report December. HOLDEN reported we started the month with 74 operators, licensed 4, ending the month with 78 operators with 6 in training. We had 62,163 passenger boardings, 122 charters, and 3 vehicle collisions. The complaints were reviewed.

Maintenance Report November. BEAUREGARD reported there were 5 transit bus road calls and no transit or demand-response buses were towed. There were 16 transit inspections scheduled and all completed. There were 4 school bus road calls and 1 bus was towed. There were 20 inspections scheduled with 21 completed.

Maintenance Report December. BEAUREGARD reported there were 5 transit road calls and no transit or demand-response buses were towed. There were 16 transit inspections scheduled and 17 were completed. There were 4 school bus road calls and no buses were towed. There were 21 school bus inspections scheduled with 12 completed.

NEW BUSINESS

3. a. **Audited Financial Statements for FY 2012.** CANTWELL reported on the audited financial statements prepared by MacPage LLC. He pointed out at the end of June 2012 the transit division owed the school division \$440,291. Once the audit was complete, he transferred those funds back into the school division. The letter from the auditor talks about the MTA not doing a Management Discussion and Analysis letter. CANTWELL stated this is not mandatory. He said the purpose of this letter is to explain to our stakeholders where we are going, what we've done, what impact we had this year, and what we think our future will project. The reason we haven't done this in a while is because most of our planning is done with the City and FTA; we have 5 year and 10 year plans. WHITTEN explained there is a lot of planning through SNHPC; the TIP, Short Range Transportation Plan, Community Service Transportation Plan, which are given to the FTA and the City. CANTWELL said we would write this letter if we were the coordinating agency for the mobility Medicaid managed care, if we connect Concord to Nashua, or go regional; these would be the projects we would write about. STEWART asked if this financial audit is available online. CANTWELL replied we give a copy to the FTA and is available on their website and the City gets a copy as well. If requested, a copy would be made available to

an individual. The last time we did this letter was when we purchased the Gillig buses and replaced 75% of the fleet; the letter addressed the impact of savings on maintenance and revitalization of the fleet. CANTWELL talked about the MTA's net assets. He said we have investment assets, capital assets, and unrestricted deficits. If we sold the buses and returned FTA and the City their money, made payroll, and paid off employees' vacations, we would be short \$419,000.

TRISCIANI made a motion to accept the FY 2012 Audited Financial Statements prepared by McPage LLC. Seconded by STEWART. All Commissioners present in favor.

- b. **School Bus Replacement Rebate.** WHITTEN explained we have applied for a grant through the EPA called the National Clean Diesel Rebate program. This is the same funding source that we used for conversion of the fleet to biodiesel and to purchase deoxidation catalyst converters. Instead of getting emission reduction technology, we will get entirely new buses. The MTA has applied for 3 replacement rebates for buses 1169, 1170, and 1178. Each bus is eligible for a \$25,000 rebate. We anticipated purchasing 2 new school buses at the end of this school year for approximately \$172,000 in available funds, and this rebate will allow us to purchase 3 new buses for \$183,000 after the rebates. WHITTEN explained the selection process is not done by merit, everyone that submits a qualifying application will be randomly pooled and drawn by the EPA. If we are drawn we will be notified by the EPA and then we must follow their timeline; get our purchase order signed within 90 days and the new buses must be delivered and the old buses scrapped within 9 months of notification from EPA. Upon delivery, a hole has to be drilled through the engine block of the replacement

buses so they are no longer street worthy. There is a waiting list, so if we are not drawn and someone misses signing a purchase order, they will forfeit their right to participate in the program.

c. **Attendance Issues.** BELLISSIMO pulled attendance data from December 1, 2011 through November 30, 2012 as requested by BERGERON at the November 2012 Board Meeting.

- 98 incidences of late punches by drivers in this time period (two to five minutes late).
- 145 incidences of drivers not punching at all.
- 35 incidences of drivers having missed punches (being six to twenty-nine minutes late).
- 284 incidences of drivers being absent. This measures incidences only, and not days out of work.
- 34 incidences of drivers being thirty minutes late or more, or not showing up to work at all.
- 119 drivers involved in these incidences.

BERGERON stated he has nothing to compare this to. BELLISSIMO said there are 80 school bus drivers punching in twice a day, 180 school days per year, plus 26 transit drivers punching in at least once a day, sometimes twice a day, 300 days per year. BERGERON said so the people that were complaining about the attendance policy are the people who are well aware of it and try not to get points. BELLISSIMO said the chronic offenders do not complain. The complaint last month was that the Union President requested a case by case scenario when someone calls in because of an accident, family emergency, etc. WHITTEN said this is done in a rolling 12-month period and it takes an awful lot of work to accumulate 15 points and get terminated; also in the course of the year the points get wiped off the books with good attendance. Approved time, perfect attendance days, FMLA, workers compensation, jury duty, and union business do not count towards attendance points.

d. **Workers Compensation.** WHITTEN has been working closely with PRIMEX to try to curb any abuse in workers compensation. We have seen a giant spike in workers compensation claims this past year. He explained FMLA provides protection for 12 weeks for an employee who works enough hours to qualify. Full-time employees can be out for 12 weeks on FMLA and won't lose their vacation time or holidays, and they can't get attendance points for being out while on FMLA. What happens is they don't work enough hours to qualify in the next year for FMLA because they are absent too much. What employees are doing is finding out they are not covered by FMLA so their only alternative is workers compensation. We have a couple of employees out on long term workers compensation and several out on short term. We are now paying the brunt of this abuse in our workers compensation premiums. Our office staff and mechanics are right where they should be on the premium side. The drivers are way over what they should be; we are going to spend well over \$135,000 in workers compensation premiums just for the drivers (\$35,000 increase from last year). STEWART stated FMLA and workers comp are two different HR functions. They don't get paid while out on FMLA but remain an employee. Someone on workers compensation does get paid, but there is no reason an employer has to keep them employed. CANTWELL replied the Collective Bargaining Agreement is what keeps them here for two years; first year with benefits and the second year they pay 100% of their benefits. WHITTEN stated we have seen people come back to work right before the one year period when they have to pay their benefits 100%, and right on the two year mark as well. STEWART asked if someone from MTA is meeting with PRIMEX to discuss these cases. CANTWELL replied

we do have an adjuster who maintains contact with the Transportation Secretary. STEWART said as a stakeholder you have a right to look at the medical records. Through PRIMEX or on our own the injuries should be looked at (lifting, squatting, etc.) and proper training should be done. WHITTEN said one thing we have been doing is bringing them in for light duty work to try to motivate them to return to work. STEWART said you can have an employee on workers compensation come in and do light duty work and you don't have to pay them their hourly wage; you can pay the minimum wage for them to answer the phone, etc., unless the CBA prevents that. WHITTEN said we are heading into the last year of the Collective Bargaining Agreement and they will be looking for wage increases, HSA contributions, etc. and the money all comes from the same pot. If we have to pay an extra \$35,000 to PRIMEX that is \$35,000 we don't have for wage increases.

- e. **Draft Review – Short Range Transportation Plan.** WHITTEN presented the Short Range Transportation Plan prepared by SNHPC. He explained this plan is completed every 5 years and gives a snap shot of where we are, where we hope to go, and what our strategy should be to get there. There are four chapters to the plan. The first chapter is existing service. It gives the outlay of what exists now; structure of the company, breakdown of street service, and then regional service that we could build on. When SNHPC worked on this we didn't have the new fareboxes so weekly passes didn't exist. They are looking for trends and the time of year that there is peak ridership. WHITTEN said in 2007 and 2010 there was a drop in ridership. Those were the 2 years that we incurred major cuts in local funding which caused cuts in service and impacted ridership on both demand-

response and fixed route service. The report also reflects revenue received and operating expenses. Seventy percent of the money we spend is for driver wages. There is also a spike in technology expenses; the AVL was an over \$100,000 purchase. The second chapter takes the existing service and evaluates how well it is meeting the transportation demand for our area. The fleet size is continually transitioning to the right size; smaller vehicles. We will never just have all midsize buses because the mall buses have greater ridership. You have the capacity of each vehicle and what route they are assigned to. The third chapter looks at the demand on where our service coverage is and where our transit dependent population is (elderly, low income, single car or no car households) and that is where we want to have transit available. If an area doesn't currently have service, an analysis is performed to determine if there is an unmet need. The fourth chapter talks about the future and what MTA has to do to get us to where we are meeting demand. It contains recommendations for improvements over the next five years. WHITTEN would like to do a community outreach. He wants to make an effort and get engaged in the community. There are stakeholders who will support the MTA but never will ride the bus. They look at us as a valued member of the community and will rally behind us even though they don't use our service. We have to look at improving our fingerprint on the City. STEWART asked if we have a Customer Service Committee. WHITTEN replied we do and they meet when we have service changes around budget time. It involves employees and passengers on both demand-response and fixed route service. It hasn't been active in the past year and a half because there have been no major service changes.

WHITTEN stated this is a draft and he will present the final version of this Plan to the Board for approval in February or March.

OLD BUSINESS

4. a. **FY 2014 Budget.** WHITTEN explained he has had several meetings with Mayor Gatsas regarding the FY14 budget and out of respect for the budget process, he will refrain from publicizing this number until Mayor Gatsas formally presents his budget to the Board of Mayor and Aldermen.
- b. **CART Update.** WHITTEN explained First Transit and CART were unable to reach an agreement regarding BELLISSIMO serving as the Interim Executive Director of CART. Her last day with CART was December 20th and she has since resumed a full-time schedule at MTA. CART is in disarray; they have no Executive Director and no Chairman of the Board. We are continuing to operate the Salem shuttle 3 days per week until we receive instruction from the remaining members of their Board to discontinue service.
- c. **Farebox Update.** WHITTEN announced all fareboxes are installed. BEAUREGARD and his staff have done an incredible job getting the equipment installed and dealing with the overabundance of problems and start up issues expected with such a transition. The drivers have turned in their ticket consignments and no longer carry cash. David Laferriere, Safety/Street Supervisor, is doing a great job on the street helping with operational and equipment issues. Only complaint from passengers is that the monthly passes cannot be purchased at the Manchester Transportation Center. Staff has been instructing passengers to purchase online or through the mail.

- d. **Medicaid Managed Care.** WHITTEN stated there is not a lot to update because the program has been pushed back from January 1st to March 1st and now an indefinite date. The hospitals have still not signed on and the general thoughts are they are not going to do that until the court ruling has been settled regarding the Medicaid reimbursement rates.

OTHER BUSINESS

5. a. **Non-Renewal of First Transit Contract.** STEWART stated February 11th will be BELLISIMO's last day working for the MTA and she will continue her employment with First Transit. Since this is her last meeting with the Board, he expressed how impressed he has been from the time that he has been on the Board with her thoroughness in her numbers and thanked her for the time she spent at the MTA. All Board Members agreed and voiced their good wishes.
- b. **Date for Next Meeting – Tuesday, February 26, 2013.** All members agreed to meet on February 26, 2013.
- With no further business to come before the Board, STEWART made a motion to adjourn the regular meeting at 6:45 PM. Seconded by TRISCIANI. All Commissioners present in favor.

NON PUBLIC SESSION

6. a. **Non Public Session Per RSA 91-A:3, II. (b) – Management Contract.** At 6:50 PM TRISCIANI made a motion to go into Non Public session per RSA 91-A:3, II. (b). Seconded by STEWART. All Commissioners present in favor. At 7:20 PM BERGERON made a motion to adjourn the Non Public session. Seconded by TRISCIANI. All Commissioners present in favor. ESCALERA announced that during this session the Board members came to an agreement on an employment

package for HOLDEN and WHITTEN. TRISCIANI made a motion to offer WHITTEN Grade 20, Step 6/7, and HOLDEN Grade 12, Step 7, of the nonaffiliated wage schedule. Seconded by STEWART. All Commissioners present in favor. Meeting adjourned at 7: 30 PM.



Transit

December 2012

Manchester Transit Authority
Income Statement Transit
For the Six Months Ending December 31, 2012

	Current	Budget	YTD	YTD Budget	YTD Net Change
Farebox Revenue					
Farebox Revenue	\$30,668.19	\$21,716.00	\$148,047.19	\$142,676.00	\$5,371.19
Adult Fares	2,340.80	6,800.00	34,610.60	40,800.00	(6,189.40)
Adult Monthly Fares	12,837.50	6,500.00	35,005.08	39,000.00	(3,994.92)
Senior Citizens Fares	403.00	1,500.00	8,570.90	9,000.00	(429.10)
Senior Citizen Monthly Fare	2,702.50	2,600.00	11,149.02	15,600.00	(4,450.98)
Disabled Rider Fare	3,536.00	2,816.00	17,826.89	16,896.00	930.89
Student Fares	2,094.00	400.00	9,174.00	7,300.00	1,874.00
Total Farebox and Tickets	54,581.99	42,332.00	264,383.68	271,272.00	(6,888.32)
Shuttle and Excursions					
Shopping Shuttle	675.00	1,000.00	7,985.00	6,000.00	1,985.00
Excursion Revenue			207.00		207.00
Total Shuttle and Excursions	675.00	1,000.00	8,192.00	6,000.00	2,192.00
Other Revenue					
Sale of Fuel to City Departments	2,261.89		14,033.69		14,033.69
Sale of Maintenance Service to City	187.47		715.60		715.60
Advertising Revenue-Bus	4,706.00	6,700.00	38,147.15	40,200.00	(2,052.85)
Sale of Scrap Materials			1,429.50		1,429.50
Interest Income	26.48	10.00	145.37	60.00	85.37
Photo Picture ID Revenue	8.00	20.00	112.00	120.00	(8.00)
Total Other Revenue	7,189.84	6,730.00	54,583.31	40,380.00	14,203.31
Total Operational Income	62,446.83	50,062.00	327,158.99	317,652.00	9,506.99
Operating Assistance					
City of Manchester	200,970.00	190,033.00	1,095,825.00	1,095,908.00	(83.00)
Private/Public Partnerships			47,118.01	46,050.00	1,068.01
Federal Operating Subsidy	147,196.00	148,125.00	937,549.00	914,843.00	22,706.00
Total Operating Assistance	348,166.00	338,158.00	2,080,492.01	2,056,801.00	23,691.01
Total Revenue	410,612.83	388,220.00	2,407,651.00	2,374,453.00	33,198.00
Expenses					
Labor					
Transit Operator Wages	58,754.63	50,324.00	354,646.28	319,099.00	35,547.28
Transit Operator Overtime Wages	7,093.19	8,706.00	51,462.38	53,890.00	(2,427.62)
CMAQ Operator Wages	8,320.56	7,943.00	49,539.21	49,646.00	(106.79)
CMAQ Operator Overtime Wage	184.05		1,029.79		1,029.79
StepSaver Operator Wages	12,737.24	13,511.00	72,743.61	83,553.00	(10,809.39)
StepSaver Operator Overtime Wages	2,719.38	2,176.00	16,681.30	13,472.00	3,209.30
Mechanic Wages	15,398.78	10,797.00	69,783.10	68,607.00	1,176.10
Mechanic Overtime Wages	390.65	500.00	2,152.82	2,000.00	152.82
Transp. Admin Wages	14,005.51	14,189.00	93,511.95	88,683.00	4,828.95
Transp. Admin Overtime Wages	8.10		834.80		834.80
Maint. Admin Wages	2,560.64	3,076.00	19,442.29	19,218.00	224.29
General Admin Wages	6,532.21	7,047.00	43,362.35	44,045.00	(682.65)
Gen. Admin Overtime Wages		34.00		204.00	(204.00)
Payroll Transaction	275.52		1,510.34		1,510.34
Total Labor	128,980.46	118,303.00	776,700.22	742,417.00	34,283.22
Fringe Benefits					
Health Insurance Expense	42,461.64	45,374.00	324,134.52	334,244.00	(10,109.48)

Manchester Transit Authority
Income Statement Transit
For the Six Months Ending December 31, 2012

	Current	Budget	YTD	YTD Budget	YTD Net Change
Dental Insurance Expense	\$1,069.34	\$1,589.00	\$7,759.14	\$9,534.00	(\$1,774.86)
Life Insurance Expense	(608.87)	1,672.00	(8,323.05)	10,032.00	(18,355.05)
Pension Expense	5,372.00	6,335.00	36,181.76	38,010.00	(1,828.24)
FICA Expense	10,872.46	11,750.00	71,742.24	73,450.00	(1,707.76)
Worker's Compensation		4,127.00		25,787.00	(25,787.00)
Unemployment Compensation	2,907.00	1,956.00	17,442.00	11,736.00	5,706.00
Transit Operator Vacation Wages	5,190.21	5,278.00	33,630.94	31,668.00	1,962.94
Transit Operator Holiday Wages	5,773.47	5,278.00	30,932.03	31,668.00	(735.97)
Transit Operator Sick Wages	4,052.97	3,054.00	18,749.15	18,324.00	425.15
Mechanic Vacation Wages	1,284.23	1,508.00	8,847.94	9,048.00	(200.06)
Mechanic Holiday Wages	1,946.32	1,397.00	10,382.52	8,382.00	2,000.52
Mechanic Sick Wages	341.76	322.00	5,714.47	1,932.00	3,782.47
Transp. Admin Vacation Wages	1,826.21	1,327.00	8,161.44	7,962.00	199.44
Transp. Admin Holiday Wages	2,011.95	1,363.00	11,500.60	8,178.00	3,322.60
Transp. Admin Sick Wages	561.56	273.00	1,819.33	1,638.00	181.33
Maint. Admin Vacation Wages	566.42	601.00	3,506.91	3,506.00	(99.09)
Maint. Admin Holiday Wages	782.72	390.00	3,780.07	2,340.00	1,440.07
Maint. Admin Sick Wages		103.00		618.00	(618.00)
Gen Admin. Vacation Wages	953.12	990.00	5,699.27	5,940.00	(240.73)
Gen. Admin Holiday Wages	1,162.48	693.00	6,104.15	4,158.00	1,946.15
Gen. Admin Sick Wages		148.00	197.20	888.00	(690.80)
Transit Uniform Allowance		430.00		4,650.00	(4,650.00)
Maintenance Uniform Allowance	163.44	400.00	2,527.52	3,544.00	(1,016.48)
Tool Allowance			1,325.00	1,700.00	(375.00)
License Reimbursement	60.00	17.00	90.00	102.00	(12.00)
Burden Adjustment	(9,508.73)	(15,929.00)	(82,550.04)	(94,784.00)	12,233.96
Total Fringe Benefits	79,241.70	80,446.00	519,355.11	554,355.00	(34,999.89)
Services					
Management Consultant	25,333.34	12,986.00	89,926.68	77,916.00	12,010.68
Commissioner Expense			500.00	500.00	
Auditing Expense		4,000.00	10,385.00	12,000.00	(1,615.00)
Legal Expense		750.00	2,546.00	4,500.00	(1,954.00)
Service and Support	1,076.00	3,458.00	25,260.55	20,748.00	4,512.55
Security Service	62.42	135.00	1,356.02	810.00	546.02
Outside Advertising		167.00	201.43	1,002.00	(800.57)
Drug & Alcohol Testing	72.00	125.00	540.00	750.00	(210.00)
Pre-Employment Medical	53.10	167.00	833.60	1,002.00	(168.40)
Janitorial Service and Supplies	541.08	833.00	3,813.50	4,998.00	(1,184.50)
Bank Service Charges	746.89	583.00	3,970.82	3,498.00	472.82
Marketing Expense			1,628.25		1,628.25
Total Services	27,884.83	23,204.00	140,961.85	127,724.00	13,237.85
Materials and Supplies					
Fuel Operations	29,074.80	35,262.00	193,782.66	223,813.00	(30,030.34)
Sale of Fuel to City Departments	2,223.17		13,809.21		13,809.21
Maintenance Parts	16,598.48	4,537.00	41,035.02	27,891.00	13,144.02
Purchase Discounts	(4.53)	(250.00)	(284.90)	(1,500.00)	1,215.10
Tires Expense	284.30	1,633.00	8,352.07	10,366.00	(2,013.93)
Oil and Grease	723.85	524.00	3,154.07	3,327.00	(172.93)
Maintenance Supplies	1,105.29	783.00	4,711.55	4,698.00	13.55
Body Shop Supplies	41.02	477.00	1,605.01	2,862.00	(1,256.99)
Hazardous Materials		43.00		258.00	(258.00)
Outside Parts and Labor	72.40	63.00	555.20	378.00	177.20
Repairs-Building and Grounds	91.10	817.00	4,282.15	4,902.00	(619.85)
Repairs-Shop Equipment	862.48	235.00	2,565.57	1,410.00	1,155.57
Repairs-Radio Equipment		42.00		252.00	(252.00)
Repairs-Office Equipment	227.73	400.00	2,278.16	2,400.00	(121.84)

**Manchester Transit Authority
Income Statement Transit
For the Six Months Ending December 31, 2012**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD Budget</u>	<u>YTD Net Change</u>
Office Supplies	\$383.77	\$750.00	\$3,294.17	\$4,500.00	(\$1,205.83)
Transit Schedules and Tickets		1,000.00	16,171.99	6,000.00	10,171.99
Total Materials and Supplies	51,683.86	46,316.00	295,311.93	291,557.00	3,754.93
Utilities					
Electricity	1,864.50	1,600.00	9,682.34	9,600.00	82.34
Natural Gas	1,595.05	1,021.00	2,086.40	6,126.00	(4,039.60)
Telephone	1,508.93	1,417.00	8,986.76	8,502.00	484.76
Water	167.12	175.00	1,033.18	1,050.00	(16.82)
Total Utilities	5,135.60	4,213.00	21,788.68	25,278.00	(3,489.32)
Insurance					
Public Liability Insurance	13,154.00	12,301.00	78,919.00	73,806.00	5,113.00
Other Liability	955.00	940.00	5,723.47	5,640.00	83.47
Total Insurance	14,109.00	13,241.00	84,642.47	79,446.00	5,196.47
Other Expenses					
Dues and Memberships		167.00	1,051.25	1,002.00	49.25
Tolls and Parking			26.50		26.50
Training and Meetings	97.33	83.00	(1,269.96)	498.00	(1,767.96)
Grievance Expense		42.00	225.00	252.00	(27.00)
Depreciation	65,000.00	68,750.00	390,000.00	412,500.00	(22,500.00)
Total Other Expenses	65,097.33	69,042.00	390,032.79	414,252.00	(24,219.21)
Total Expenses	372,132.78	354,765.00	2,228,793.05	2,235,029.00	(6,235.95)
Net Income (Loss)	38,480.05	33,455.00	178,857.95	139,424.00	39,433.95



School

December 2012

**Manchester Transit Authority
Income Statement School
For the Six Months Ending December 31, 2012**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD Budget</u>	<u>YTD Net Change</u>
Student Transportation					
Pupil Contract	\$240,822.81	\$230,199.00	\$1,086,794.99	\$920,796.00	\$165,998.99
Manchester Skill Center	<u>20,412.00</u>	<u>20,412.00</u>	<u>86,637.60</u>	<u>81,648.00</u>	<u>4,989.60</u>
Total Student Transportation	<u>261,234.81</u>	<u>250,611.00</u>	<u>1,173,432.59</u>	<u>1,002,444.00</u>	<u>170,988.59</u>
School Charter					
Student Athletics	11,612.45	5,000.00	54,129.55	43,500.00	10,629.55
Student Fieldtrips	<u>6,939.55</u>	<u>5,000.00</u>	<u>41,639.70</u>	<u>25,000.00</u>	<u>16,639.70</u>
Total School Charters	<u>18,552.00</u>	<u>10,000.00</u>	<u>95,769.25</u>	<u>68,500.00</u>	<u>27,269.25</u>
Other Revenue					
Fuel Adjustment Clause			5,000.00		5,000.00
Interest Income	16.75	100.00	80.30	600.00	(519.70)
Other Non-Transp. Revenue			<u>(15.00)</u>		<u>(15.00)</u>
Total Other Revenue	<u>16.75</u>	<u>100.00</u>	<u>5,065.30</u>	<u>600.00</u>	<u>4,465.30</u>
Total Operational Income	<u>279,803.56</u>	<u>260,711.00</u>	<u>1,274,267.14</u>	<u>1,071,544.00</u>	<u>202,723.14</u>
Expenses					
Labor					
School Operator Wages	94,863.99	85,327.00	456,619.83	413,417.00	43,202.83
School Operator Overtime Wages	763.81	1,980.00	2,112.37	9,615.00	(7,502.63)
Transit Operator Wages		440.00	1,459.63	1,998.00	(538.37)
Transit Operator Overtime Wages			681.62		681.62
Mechanic Wages	7,221.97	12,739.00	70,993.12	79,619.00	(8,625.88)
Transp. Admin Wages	5,722.73	6,424.00	37,842.17	40,149.00	(2,306.83)
Transp. Admin Overtime Wages			519.11		519.11
Maint. Admin Wages	1,688.07	2,812.00	15,806.97	17,574.00	(1,767.03)
General Admin Wages	3,474.52	3,505.00	23,190.06	21,906.00	1,284.06
Gen. Admin Overtime Wages		<u>7.00</u>		<u>42.00</u>	<u>(42.00)</u>
Total Labor	<u>113,735.09</u>	<u>113,234.00</u>	<u>609,224.88</u>	<u>584,320.00</u>	<u>24,904.88</u>
Fringe Benefits					
Health Insurance Expense			418.10		418.10
Dental Insurance Expense	(211.00)		186.53		186.53
FICA Expense	9,442.57	8,164.00	41,351.64	40,446.00	905.64
Worker's Compensation		3,414.00		16,317.00	(16,317.00)
School Operator Vacation Wages	8,646.40	8,492.00	8,646.40	8,492.00	154.40
School Operator Holiday Wages	3,901.63	5,790.00	16,499.02	22,002.00	(5,502.98)
School Uniform Allowance		250.00		1,500.00	(1,500.00)
License Reimbursement	60.00	67.00	300.00	402.00	(102.00)
Burden Adjustment	<u>9,508.73</u>	<u>15,929.00</u>	<u>82,550.04</u>	<u>94,784.00</u>	<u>(12,233.96)</u>
Total Fringe Benefits	<u>31,348.33</u>	<u>42,106.00</u>	<u>149,951.73</u>	<u>183,943.00</u>	<u>(33,991.27)</u>
Services					
Management Consultant	25,333.32	12,986.00	89,926.63	77,916.00	12,010.63
Commissioner Expense			500.00	500.00	
Auditing Expense		2,667.00	6,365.00	8,000.00	(1,635.00)
Legal Expense		125.00	2,178.00	750.00	1,428.00
Service Bureau	4,983.34	908.00	6,341.45	5,448.00	893.45
Security Service	38.26	90.00	840.76	540.00	300.76
Outside Advertising		333.00	2,153.77	1,998.00	155.77
Driver and Criminal Record			<u>2,075.00</u>		<u>2,075.00</u>

**Manchester Transit Authority
Income Statement School
For the Six Months Ending December 31, 2012**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD Budget</u>	<u>YTD Net Change</u>
Drug & Alcohol Testing	\$135.00	\$375.00	\$2,798.26	\$2,250.00	\$548.26
Pre-Employment Medical	212.40	292.00	3,501.00	1,752.00	1,749.00
Janitorial Service and Supplies	541.08	833.00	3,813.50	4,998.00	(1,184.50)
Bank Service Charges			135.00		135.00
Total Services	31,243.40	18,609.00	120,628.37	104,152.00	16,476.37
Materials and Supplies					
Fuel Operations	27,459.95	26,956.00	128,742.30	128,390.00	352.30
Maintenance Parts	6,568.26	10,221.00	87,499.19	48,684.00	38,815.19
Tires Expense	568.60	1,443.00	5,574.71	6,874.00	(1,299.29)
Oil and Grease	168.78	481.00	1,853.06	2,292.00	(438.94)
Maintenance Supplies	1,289.00	883.00	5,705.34	5,298.00	407.34
Body Shop Supplies	48.16	440.00	1,858.74	2,640.00	(781.26)
Hazardous Materials		40.00		240.00	(240.00)
Outside Parts and Labor	12.40	63.00	12.40	378.00	(365.60)
Repairs-Building and Grounds	106.93	850.00	5,397.95	5,100.00	297.95
Repairs-Shop Equipment	934.34	265.00	2,403.09	1,590.00	813.09
Repairs-Radio Equipment		83.00	11,660.00	498.00	11,162.00
Repairs-Office Equipment	109.92	267.00	1,486.67	1,602.00	(115.33)
Office Supplies	113.77	500.00	2,240.83	3,000.00	(759.17)
School Schedules and Tickets		333.00		1,998.00	(1,998.00)
Total Materials and Supplies	37,380.11	42,825.00	254,434.28	208,584.00	45,850.28
Utilities					
Electricity	1,142.75	1,067.00	6,108.23	6,402.00	(293.77)
Natural Gas	1,727.96	1,063.00	2,252.61	6,378.00	(4,125.39)
Telephone	496.38	500.00	3,029.81	3,000.00	29.81
Water	102.43	117.00	650.22	702.00	(51.78)
Total Utilities	3,469.52	2,747.00	12,040.87	16,482.00	(4,441.13)
Insurance					
Public Liability Insurance	10,876.00	11,579.00	65,266.00	69,474.00	(4,208.00)
Other Liability	695.00	737.00	4,164.21	4,422.00	(257.79)
Total Insurance	11,571.00	12,316.00	69,430.21	73,896.00	(4,465.79)
Other Expenses					
Dues and Memberships		208.00	1,411.00	1,248.00	163.00
Tolls and Parking			10.50		10.50
Training and Meetings	97.32	292.00	847.07	1,752.00	(904.93)
Grievance Expense		42.00		252.00	(252.00)
Depreciation	15,000.00	17,500.00	90,000.00	105,000.00	(15,000.00)
Total Other Expenses	15,097.32	18,042.00	92,268.57	108,252.00	(15,983.43)
Total Expenses	243,844.77	249,879.00	1,307,978.91	1,279,629.00	28,349.91
Net Income (Loss)	35,958.79	10,832.00	(33,711.77)	(208,085.00)	174,373.23



Transit

January 2013

**Manchester Transit Authority
Income Statement Transit
For the Seven Months Ending January 31, 2013**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD Budget</u>	<u>YTD Net Change</u>
Farebox Revenue					
Farebox Revenue	\$12,851.59	\$24,960.00	\$160,898.78	\$167,636.00	(\$6,737.22)
Adult Fares	5,414.35	6,800.00	40,024.95	47,600.00	(7,575.05)
Adult Monthly Fares	5,992.00	6,500.00	40,997.08	45,500.00	(4,502.92)
Senior Citizens Fares	1,434.00	1,500.00	10,004.90	10,500.00	(495.10)
Senior Citizen Monthly Fare	2,549.31	2,600.00	13,698.33	18,200.00	(4,501.67)
Disabled Rider Fare	3,038.90	2,816.00	20,865.79	19,712.00	1,153.79
Student Fares	3,280.00	400.00	12,454.00	7,700.00	4,754.00
Total Farebox and Tickets	34,560.15	45,576.00	298,943.83	316,848.00	(17,904.17)
Shuttle and Excursions					
Shopping Shuttle	525.00	1,000.00	8,510.00	7,000.00	1,510.00
Excursion Revenue			207.00		207.00
Total Shuttle and Excursions	525.00	1,000.00	8,717.00	7,000.00	1,717.00
Other Revenue					
Sale of Fuel to City Departments	2,853.00		16,886.69		16,886.69
Sale of Maintenance Service to City			715.60		715.60
Advertising Revenue-Bus	4,844.45	6,700.00	42,991.60	46,900.00	(3,908.40)
Sale of Scrap Materials	150.50		1,580.00		1,580.00
Interest Income	21.29	10.00	166.66	70.00	96.66
Photo Picture ID Revenue	18.00	20.00	130.00	140.00	(10.00)
Total Other Revenue	7,887.24	6,730.00	62,470.55	47,110.00	15,360.55
Total Operational Income	42,972.39	53,306.00	370,131.38	370,958.00	(826.62)
Operating Assistance					
City of Manchester			1,095,825.00	1,095,908.00	(83.00)
Private/Public Partnerships			47,118.01	46,050.00	1,068.01
Federal Operating Subsidy	178,166.00	157,298.00	1,115,715.00	1,072,141.00	43,574.00
Total Operating Assistance	178,166.00	157,298.00	2,258,658.01	2,214,099.00	44,559.01
Total Revenue	221,138.39	210,604.00	2,628,789.39	2,585,057.00	43,732.39
Expenses					
Labor					
Transit Operator Wages	60,501.25	53,531.00	415,147.53	372,630.00	42,517.53
Transit Operator Overtime Wages	6,387.56	9,299.00	57,849.94	63,189.00	(5,339.06)
CMAQ Operator Wages	8,308.18	8,738.00	57,847.39	58,384.00	(536.61)
CMAQ Operator Overtime Wage	130.48		1,160.27		1,160.27
StepSaver Operator Wages	13,255.92	14,608.00	85,999.53	98,161.00	(12,161.47)
StepSaver Operator Overtime Wages	2,277.37	2,325.00	18,958.67	15,797.00	3,161.67
Mechanic Wages	13,186.41	11,927.00	82,969.51	80,534.00	2,435.51
Mechanic Overtime Wages	545.83	500.00	2,698.65	2,500.00	198.65
Transp. Admin Wages	14,754.14	15,608.00	108,266.09	104,291.00	3,975.09
Transp. Admin Overtime Wages	31.26		866.06		866.06
Maint. Admin Wages	3,413.16	3,383.00	22,855.45	22,601.00	254.45
General Admin Wages	8,019.73	7,752.00	51,382.08	51,797.00	(414.92)
Gen. Admin Overtime Wages		34.00		238.00	(238.00)
Payroll Transaction	669.81		2,180.15		2,180.15
Total Labor	131,481.10	127,705.00	908,181.32	870,122.00	38,059.32
Fringe Benefits					
Health Insurance Expense	99,729.65	107,374.00	423,864.17	441,618.00	(17,753.83)

Manchester Transit Authority
Income Statement Transit
For the Seven Months Ending January 31, 2013

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD</u> <u>Budget</u>	<u>YTD</u> <u>Net Change</u>
Dental Insurance Expense	\$1,104.41	\$1,589.00	\$8,863.55	\$11,123.00	(\$2,259.45)
Life Insurance Expense	(538.92)	1,672.00	(8,861.97)	11,704.00	(20,565.97)
Pension Expense	6,494.00	6,335.00	42,675.76	44,345.00	(1,669.24)
FICA Expense	14,055.17	13,087.00	85,797.41	86,537.00	(739.59)
Worker's Compensation	7,074.00	4,612.00	7,074.00	30,399.00	(23,325.00)
Unemployment Compensation	3,038.00	1,956.00	20,480.00	13,692.00	6,788.00
Transit Operator Vacation Wages	5,035.88	5,278.00	38,666.82	36,946.00	1,720.82
Transit Operator Holiday Wages	7,989.53	9,199.00	38,921.56	40,867.00	(1,945.44)
Transit Operator Sick Wages	4,739.76	3,054.00	23,488.91	21,378.00	2,110.91
Mechanic Vacation Wages	1,741.06	1,508.00	10,589.00	10,556.00	33.00
Mechanic Holiday Wages	2,775.60	1,397.00	13,158.12	9,779.00	3,379.12
Mechanic Sick Wages	251.43	322.00	5,965.90	2,254.00	3,711.90
Transp. Admin Vacation Wages	1,211.52	1,327.00	9,372.96	9,289.00	83.96
Transp. Admin Holiday Wages	3,039.68	1,363.00	14,540.28	9,541.00	4,999.28
Transp. Admin Sick Wages	550.56	273.00	2,369.89	1,911.00	458.89
Maint. Admin Vacation Wages	702.86	601.00	4,209.77	4,207.00	2.77
Maint. Admin Holiday Wages	851.75	390.00	4,631.82	2,730.00	1,901.82
Maint. Admin Sick Wages		103.00		721.00	(721.00)
Gen Admin. Vacation Wages	949.00	990.00	6,648.27	6,930.00	(281.73)
Gen. Admin Holiday Wages	1,434.05	693.00	7,538.20	4,851.00	2,687.20
Gen. Admin Sick Wages		148.00	197.20	1,036.00	(838.80)
Transit Uniform Allowance		430.00		5,080.00	(5,080.00)
Maintenance Uniform Allowance	204.30	320.00	2,731.82	3,864.00	(1,132.18)
Tool Allowance			1,325.00	1,700.00	(375.00)
License Reimbursement		17.00	90.00	119.00	(29.00)
Burden Adjustment	(18,935.53)	(15,929.00)	(101,485.57)	(110,713.00)	9,227.43
Total Fringe Benefits	143,497.76	148,109.00	662,852.87	702,464.00	(39,611.13)
Services					
Management Consultant	4,041.09	12,986.00	93,967.77	90,902.00	3,065.77
Commissioner Expense	500.00	500.00	1,000.00	1,000.00	
Auditing Expense			10,385.00	12,000.00	(1,615.00)
Legal Expense		750.00	2,546.00	5,250.00	(2,704.00)
Service and Support	566.13	3,458.00	25,826.68	24,206.00	1,620.68
Security Service	88.31	135.00	1,444.33	945.00	499.33
Outside Advertising	70.46	167.00	271.89	1,169.00	(897.11)
Drug & Alcohol Testing		125.00	540.00	875.00	(335.00)
Pre-Employment Medical	53.10	167.00	886.70	1,169.00	(282.30)
Janitorial Service and Supplies	668.55	833.00	4,482.05	5,831.00	(1,348.95)
Bank Service Charges	668.86	587.00	4,639.68	4,085.00	554.68
Marketing Expense			1,628.25	1,628.25	
Total Services	6,656.50	19,708.00	147,618.35	147,432.00	186.35
Materials and Supplies					
Fuel Operations	30,372.91	37,723.00	224,155.57	261,536.00	(37,380.43)
Sale of Fuel to City Departments	2,823.51		16,632.72		16,632.72
Maintenance Parts	9,298.19	4,853.00	50,333.21	32,744.00	17,589.21
Purchase Discounts	(46.85)	(250.00)	(331.75)	(1,750.00)	1,418.25
Tires Expense	1,378.88	1,747.00	9,730.95	12,113.00	(2,382.05)
Oil and Grease	285.28	561.00	3,439.35	3,888.00	(448.65)
Maintenance Supplies	489.10	783.00	5,200.65	5,481.00	(280.35)
Body Shop Supplies	70.21	477.00	1,675.22	3,339.00	(1,663.78)
Hazardous Materials		43.00		301.00	(301.00)
Outside Parts and Labor	60.00	63.00	615.20	441.00	174.20
Repairs-Building and Grounds	1,437.04	817.00	5,719.19	5,719.00	0.19
Repairs-Shop Equipment		235.00	2,565.57	1,645.00	920.57
Repairs-Radio Equipment		42.00		294.00	(294.00)
Repairs-Office Equipment	304.33	400.00	2,582.49	2,800.00	(217.51)

**Manchester Transit Authority
Income Statement Transit
For the Seven Months Ending January 31, 2013**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD Budget</u>	<u>YTD Net Change</u>
Office Supplies	\$212.67	\$750.00	\$3,506.84	\$5,250.00	(\$1,743.16)
Transit Schedules and Tickets		1,000.00	16,171.99	7,000.00	9,171.99
Total Materials and Supplies	46,685.27	49,244.00	341,997.20	340,801.00	1,196.20
Utilities					
Electricity	2,177.70	1,600.00	11,860.04	11,200.00	660.04
Natural Gas	2,681.76	1,021.00	4,768.16	7,147.00	(2,378.84)
Telephone	1,553.55	1,417.00	10,540.31	9,919.00	621.31
Water	167.12	175.00	1,200.30	1,225.00	(24.70)
Total Utilities	6,580.13	4,213.00	28,368.81	29,491.00	(1,122.19)
Insurance					
Public Liability Insurance	13,154.00	12,301.00	92,073.00	86,107.00	5,966.00
Other Liability	955.00	940.00	6,678.47	6,580.00	98.47
Total Insurance	14,109.00	13,241.00	98,751.47	92,687.00	6,064.47
Other Expenses					
Dues and Memberships	250.00	167.00	1,301.25	1,169.00	132.25
Tolls and Parking			26.50		26.50
Training and Meetings	(157.69)	83.00	(1,427.65)	581.00	(2,008.65)
Grievance Expense		42.00	225.00	294.00	(69.00)
Depreciation	65,000.00	68,750.00	455,000.00	481,250.00	(26,250.00)
Total Other Expenses	65,092.31	69,042.00	455,125.10	483,294.00	(28,168.90)
Total Expenses	414,102.07	431,262.00	2,642,895.12	2,666,291.00	(23,395.88)
Net Income (Loss)	(192,963.68)	(220,658.00)	(14,105.73)	(81,234.00)	67,128.27



School

January 2013

Manchester Transit Authority
Income Statement School
For the Seven Months Ending January 31, 2013

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD</u> <u>Budget</u>	<u>YTD</u> <u>Net Change</u>
Student Transportation					
Pupil Contract	\$200,685.60	\$230,199.00	\$1,287,480.59	\$1,150,995.00	\$136,485.59
Manchester Skill Center	<u>17,010.00</u>	<u>20,412.00</u>	<u>103,647.60</u>	<u>102,060.00</u>	<u>1,587.60</u>
Total Student Transportation	<u>217,695.60</u>	<u>250,611.00</u>	<u>1,391,128.19</u>	<u>1,253,055.00</u>	<u>138,073.19</u>
School Charter					
Student Athletics	19,471.50	15,500.00	73,601.05	59,000.00	14,601.05
Student Fieldtrips	<u>6,248.00</u>	<u>3,000.00</u>	<u>47,887.70</u>	<u>28,000.00</u>	<u>19,887.70</u>
Total School Charters	<u>25,719.50</u>	<u>18,500.00</u>	<u>121,488.75</u>	<u>87,000.00</u>	<u>34,488.75</u>
Other Revenue					
Fuel Adjustment Clause			5,000.00		5,000.00
Interest Income	16.80	100.00	97.10	700.00	(602.90)
Other Non-Transp. Revenue			<u>(15.00)</u>		<u>(15.00)</u>
Total Other Revenue	<u>16.80</u>	<u>100.00</u>	<u>5,082.10</u>	<u>700.00</u>	<u>4,382.10</u>
Total Operational Income	243,431.90	269,211.00	1,517,699.04	1,340,755.00	176,944.04
Expenses					
Labor					
School Operator Wages	99,555.16	111,008.00	556,174.99	524,425.00	31,749.99
School Operator Overtime Wages	549.37	2,569.00	2,661.74	12,184.00	(9,522.26)
Transit Operator Wages	37.14	571.00	1,496.77	2,569.00	(1,072.23)
Transit Operator Overtime Wages			681.62		681.62
Mechanic Wages	14,312.24	14,013.00	85,305.36	93,632.00	(8,326.64)
Transp. Admin Wages	7,141.09	7,066.00	44,983.26	47,215.00	(2,231.74)
Transp. Admin Overtime Wages			519.11		519.11
Maint. Admin Wages	3,276.07	3,093.00	19,083.04	20,667.00	(1,583.96)
General Admin Wages	4,307.55	3,855.00	27,497.61	25,761.00	1,736.61
Gen. Admin Overtime Wages		<u>7.00</u>		<u>49.00</u>	<u>(49.00)</u>
Total Labor	<u>129,178.62</u>	<u>142,182.00</u>	<u>738,403.50</u>	<u>726,502.00</u>	<u>11,901.50</u>
Fringe Benefits					
Health Insurance Expense			418.10		418.10
Dental Insurance Expense	(348.25)		(161.72)		(161.72)
FICA Expense	9,136.34	10,941.00	50,487.98	51,387.00	(899.02)
Worker's Compensation	6,088.00	4,688.00	6,088.00	21,005.00	(14,917.00)
School Operator Vacation Wages			8,646.40	8,492.00	154.40
School Operator Holiday Wages	5,857.32	5,790.00	22,356.34	27,792.00	(5,435.66)
School Uniform Allowance		250.00		1,750.00	(1,750.00)
License Reimbursement	30.00	67.00	330.00	469.00	(139.00)
Burden Adjustment	<u>18,935.53</u>	<u>15,929.00</u>	<u>101,485.57</u>	<u>110,713.00</u>	<u>(9,227.43)</u>
Total Fringe Benefits	<u>39,698.94</u>	<u>37,665.00</u>	<u>189,650.67</u>	<u>221,608.00</u>	<u>(31,957.33)</u>
Services					
Management Consultant	4,041.10	12,986.00	93,967.73	90,902.00	3,065.73
Commissioner Expense	500.00	500.00	1,000.00	1,000.00	
Auditing Expense			6,365.00	8,000.00	(1,635.00)
Legal Expense		125.00	2,178.00	875.00	1,303.00
Service Bureau	346.97	908.00	6,688.42	6,356.00	332.42
Security Service	54.12	90.00	894.88	630.00	264.88
Outside Advertising	70.46	333.00	2,224.23	2,331.00	(106.77)
Driver and Criminal Record	51.50		2,126.50		2,126.50

**Manchester Transit Authority
Income Statement School
For the Seven Months Ending January 31, 2013**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD Budget</u>	<u>YTD Net Change</u>
Drug & Alcohol Testing	\$279.00	\$375.00	\$3,077.26	\$2,625.00	\$452.26
Pre-Employment Medical	371.70	292.00	3,872.70	2,044.00	1,828.70
Janitorial Service and Supplies	668.55	833.00	4,482.05	5,831.00	(1,348.95)
Bank Service Charges			135.00		135.00
Total Services	6,383.40	16,442.00	127,011.77	120,594.00	6,417.77
Materials and Supplies					
Fuel Operations	32,770.19	33,540.00	161,512.49	161,930.00	(417.51)
Maintenance Parts	10,347.95	12,718.00	97,847.14	61,402.00	36,445.14
Tires Expense	1,257.56	1,796.00	6,832.27	8,670.00	(1,837.73)
Oil and Grease	723.66	599.00	2,576.72	2,891.00	(314.28)
Maintenance Supplies	563.38	883.00	6,268.72	6,181.00	87.72
Body Shop Supplies	82.43	440.00	1,941.17	3,080.00	(1,138.83)
Hazardous Materials		40.00		280.00	(280.00)
Outside Parts and Labor		63.00	12.40	441.00	(428.60)
Repairs-Building and Grounds	1,560.90	850.00	6,958.85	5,950.00	1,008.85
Repairs-Shop Equipment		265.00	2,403.09	1,855.00	548.09
Repairs-Radio Equipment		83.00	11,660.00	581.00	11,079.00
Repairs-Office Equipment	186.52	267.00	1,673.19	1,869.00	(195.81)
Office Supplies	231.31	500.00	2,472.14	3,500.00	(1,027.86)
School Schedules and Tickets		333.00		2,331.00	(2,331.00)
Total Materials and Supplies	47,723.90	52,377.00	302,158.18	260,961.00	41,197.18
Utilities					
Electricity	1,334.72	1,067.00	7,442.95	7,469.00	(26.05)
Natural Gas	2,905.23	1,063.00	5,157.84	7,441.00	(2,283.16)
Telephone	496.14	500.00	3,525.95	3,500.00	25.95
Water	102.43	117.00	752.65	819.00	(66.35)
Total Utilities	4,838.52	2,747.00	16,879.39	19,229.00	(2,349.61)
Insurance					
Public Liability Insurance	10,876.00	11,579.00	76,142.00	81,053.00	(4,911.00)
Other Liability	695.00	737.00	4,859.21	5,159.00	(299.79)
Total Insurance	11,571.00	12,316.00	81,001.21	86,212.00	(5,210.79)
Other Expenses					
Dues and Memberships		208.00	1,411.00	1,456.00	(45.00)
Tolls and Parking	3.00		13.50		13.50
Training and Meetings	50.00	292.00	897.07	2,044.00	(1,146.93)
Grievance Expense		42.00		294.00	(294.00)
Depreciation	15,000.00	17,500.00	105,000.00	122,500.00	(17,500.00)
Total Other Expenses	15,053.00	18,042.00	107,321.57	126,294.00	(18,972.43)
Total Expenses	254,447.38	281,771.00	1,562,426.29	1,561,400.00	1,026.29
Net Income (Loss)	(11,015.48)	(12,560.00)	(44,727.25)	(220,645.00)	175,917.75

Commissioners Memorandum

To: Commissioners
 From: Mike Whitten, Executive Director
 Date: February 21, 2013
 Re: Transit Ridership Report – January 2013



Jan-13

FYTD

Routes	FY 2012		FY 2013		% Change	FY 2012		FY 2013		% Change
	Weekdays	Saturdays	21	21		147	31	146	30	
Healthcare Shuttle Route #1			2,130	2,150	1%	15,409	16,356	6%		
Hanover-E Industrial Park Route #2			3,478	3,553	2%	25,945	24,762	-5%		
Brown Ave-Airport Route #3			1,216	1,515	25%	10,550	10,105	-4%		
Concord Express #4			130	238	83%	458	1,197	-		
SNHU-Northside Plaza #5			1,562	2,003	28%	10,579	13,042	23%		
Bremer-Mast Rd Route #6			4,037	4,025	0%	26,909	28,649	6%		
Green DASH #7			2,425	2,428	0%	13,921	18,203	31%		
So. Willow Route #8			4,598	4,766	4%	33,356	35,918	8%		
Nashua Express Route #9			466	557	20%	2,653	4,227	59%		
Valley-Weston Rd. Route #10			4,139	4,293	4%	30,860	32,469	5%		
Front St. Route #11			1,766	1,782	1%	13,289	13,454	1%		
So. Beech Route #12			3,183	3,511	10%	24,856	25,093	1%		
Bedford Highlands Route #13			3,791	3,286	-13%	26,957	24,891	-8%		
Bridge St / VA Hospital #1S			59	96	63%	729	807	11%		
Hanover St East Side Plaza #2S			205	195	-5%	1,866	1,717	-8%		
UPass Riders - MCC			970	676	-30%	8,012	8,983	12%		
UPass Riders - UNH			88	173	97%	770	1,281	66%		
Hannaford Shuttle			349	255	-27%	2,866	2,421	-16%		
Hooksett Market Basket Shuttle			46	79	72%	444	438	-1%		
Market Basket Shuttle			113	124	10%	837	841	0%		
Weekday Fixed Route Totals			30,875	31,672	3%	217,164	228,696	5%		
Saturday Fixed Route Totals			2,584	2,893	12%	22,755	23,324	3%		
Fixed Route Weekday Average			1,470	1,508	3%	1,477	1,566	6%		
Fixed Route Saturday Average			646	723	12%	734	777	6%		
Special Service			101	0	-100%	857	339	-60%		
Total Transit Passengers Served			33,560	34,565	3%	239,919	248,705	4%		
Total StepSaver Passengers Served			1,101	737	-33%	7,903	8,110	3%		

Mike Whitten

CIP BUDGET AUTHORIZATION

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

Project Description:

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

Critical Events

1	Program Initiation	<input type="text" value="4/2/2013"/>
2	Program Completion	<input type="text" value="6/30/2020"/>
3		
4		
5		<input type="text" value="6/30/2020"/>

Line Item Budget

	BOND			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$2,500,000.00	\$0.00	\$0.00	\$2,500,000.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$300,000.00	\$0.00	\$0.00	\$300,000.00
TOTAL	\$2,800,000.00	\$0.00	\$0.00	\$2,800,000.00

Revisions

Comments: Breakdown of the funds to include: \$500,000 for WiFi to all City schools, \$1.5 million for the purchase of 5,000 computers and tablets, \$300,000 for professional development, \$300,000 to update and replace telephone systems, and \$200,000 to update and replace intercom systems.

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Two Million Eight Hundred Thousand Dollars (\$2,800,000) for the 2013 CIP 310413 – City Schools Technology Upgrades Project.”

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

SECTION 1. That there be and hereby is authorized under and pursuant to the Municipal Finance Act, and any other enabling authority, the issuance and sale of general obligation serial bonds, notes or lease purchases of the City in the aggregate principal amount of Two Million Eight Hundred Thousand Dollars (\$2,800,000) at one time or from time to time as one or more separate bond, note or lease purchase issues for purposes stated in Section 3 of said Act, as more specifically hereinafter indicated. The bonds, notes or lease purchases of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such annual installments as shall be determined by the Finance Officer with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and of providing for the sale thereof is hereby delegated to the Finance Officer.

SECTION 2. That the proceeds of said bonds, notes or lease purchases be and they are hereby appropriated for the purpose of financing costs of the following public works and improvements of a permanent nature, hereby authorized namely,

<u>Purpose</u>	<u>Amount</u>
2013 CIP 310413 – City Schools Technology Upgrades Project	\$2,800,000

It is hereby declared that the public works and improvements to be financed by said bonds, notes or lease purchases have a useful life in excess of 7 years.

SECTION 3. That the Finance Officer, with the approval of the Mayor, is hereby authorized to issue at one time or from time to time notes in anticipation of said bonds, notes or lease purchases and to renew or refund the same under and pursuant to and to the extent authorized by RSA 33:7a.

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

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Two Million Eight Hundred Thousand Dollars (\$2,800,000) for the 2013 CIP 310413 – City Schools Technology Upgrades Project.”

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

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

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

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Amending the FY 2013 Community Improvement Program, authorizing and appropriating funds in the amount of Two Million Eight Hundred Thousand Dollars (\$2,800,000) for the FY 2013 CIP 310413 City Schools Technology Upgrades Project.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2013 CIP as contained in the 2013 CIP budget; and

WHEREAS, the 2013 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate funding from Bond proceeds to implement specific technology upgrades and professional staff development in the City’s school system;

NOW, THEREFORE, be it resolved that the 2013 CIP be amended as follows:

By adding:

FY 2013 CIP 310413 City Schools Technology Upgrades Project - \$2,800,000 Bond

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

CIP BUDGET AUTHORIZATION

CIP#: 711513 Project Year: 2013 CIP Resolution: 6/12/2012
 Title: Phase II Energy and Deferred Maintenance Program Amending Resolution: 4/2/2013
 Administering Department Highway-Facilities Revision:

Project Description: To complete projects that will reduce the school district utility bills.

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

Critical Events

1	Program Initiation	4/2/2012
2	Program Completion	6/30/2032
3		
4		
5		
		6/30/2032

Line Item Budget

	BOND			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$3,200,000.00	\$0.00	\$0.00	\$3,200,000.00
TOTAL	\$3,200,000.00	\$0.00	\$0.00	\$3,200,000.00

Revisions

Comments:

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Three Million Two Hundred Thousand Dollars (\$3,200,000) for the 2013 CIP 711513 – Phase II Energy and Deferred Maintenance Program.”

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

SECTION 1. That there be and hereby is authorized under and pursuant to the Municipal Finance Act, and any other enabling authority, the issuance and sale of general obligation serial bonds, notes or lease purchases of the City in the aggregate principal amount of Three Million Two Hundred Thousand Dollars (\$3,200,000) at one time or from time to time as one or more separate bond, note or lease purchase issues for purposes stated in Section 3 of said Act, as more specifically hereinafter indicated. The bonds, notes or lease purchases of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such annual installments as shall be determined by the Finance Officer with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and of providing for the sale thereof is hereby delegated to the Finance Officer.

SECTION 2. That the proceeds of said bonds, notes or lease purchases be and they are hereby appropriated for the purpose of financing costs of the following public works and improvements of a permanent nature, hereby authorized namely,

<u>Purpose</u>	<u>Amount</u>
2013 CIP 711513 – Phase II Energy and Deferred Maintenance Program	\$3,200,000

It is hereby declared that the public works and improvements to be financed by said bonds, notes or lease purchases have a useful life in excess of 20 years.

SECTION 3. That the Finance Officer, with the approval of the Mayor, is hereby authorized to issue at one time or from time to time notes in anticipation of said bonds, notes or lease purchases and to renew or refund the same under and pursuant to and to the extent authorized by RSA 33:7a.

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

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Three Million Two Hundred Thousand Dollars (\$3,200,000) for the 2013 CIP 711513 – Phase II Energy and Deferred Maintenance Program.”

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

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

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

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Amending the FY 2013 Community Improvement Program, authorizing and appropriating funds in the amount of Three Million Two Hundred Thousand Dollars (\$3,200,000) for the FY 2013 CIP 711513 Phase II Energy and Deferred Maintenance Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2013 CIP as contained in the 2013 CIP budget; and

WHEREAS, the 2013 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate Bond proceeds to fund cost savings energy improvements in City schools;

NOW, THEREFORE, be it resolved that the 2013 CIP be amended as follows:

By adding:

FY 2013 CIP 711513 – Phase II Energy and Deferred Maintenance Program- \$3,200,000 Bond

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

“Appropriating to the Parking Fund the sum of \$5,000,000 from parking revenues for the Fiscal Year 2014.”

That the sum of Five Million Dollars (\$5,000,000) from parking revenues shall be hereby appropriated to the Parking Fund for the Fiscal Year 2014 as follows:

Salaries and Wages	\$713,739
Line Item Expenses	\$3,291,960
Capital Outlay	\$0

RESTRICTED FUNDS: Subject to the approval of the Finance Officer.

Employee Benefits	\$379,765
Debt Service	\$614,536

TOTAL	\$5,000,000
-------------	-------------

RESOLVED that this Resolution shall take effect upon its passage.

"Appropriating the sum of \$13,229,048 from Sewer User Rental Charges to the Environmental Protection Division for the Fiscal Year 2014."

That the sum of Thirteen Million, Two Hundred, Twenty Nine Thousand, Forty-Eight, Dollars (\$13,229,048) from Sewer User Rental Charges to the Environmental Protection Division for the Fiscal Year 2014 be hereby appropriated for operation Expenses as follows:

Salaries and Wages	\$2,767,897
Line Item Expenses	\$3,545,350
Capital Outlay	\$548,000

RESTRICTED FUNDS: Subject to the approval of the Finance Officer.

Employee Benefits	\$1,636,304
Insurance	\$200,000
Debt Service	\$4,490,497
Audit	\$16,000

RESTRICTED FUNDS: Subject to the approval of the Board of Mayor and Aldermen.

Contingency	\$25,000
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TOTAL	\$13,229,048
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RESOLVED that this Resolution shall take effect upon its passage.

“Appropriating the sum of \$2,130,115 from Recreation User Charges to the Recreation Division for the Fiscal Year 2014.”

That the sum of Two Million, One Hundred Thirty Thousand, One Hundred Fifteen Dollars (\$2,130,115) from Recreation User Charges to the Recreation Division for the Fiscal Year 2014 be hereby appropriated for operation Expenses as follows:

Salaries and Wages	\$670,494
Line Item Expenses	\$464,750
Capital Outlay	\$8,000

RESTRICTED FUNDS: Subject to the approval of the Finance Officer.

Employee Benefits	\$310,331
Insurance	\$21,000
Debt – Principal and Interest	\$497,540
Audit	\$8,000

RESTRICTED FUNDS: Subject to the approval of the Board of Mayor and Aldermen.

Contingency	\$150,000
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TOTAL	\$2,130,115
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RESOLVED that this Resolution shall take effect upon its passage.

“Appropriating to the Manchester Transit Authority the sum of \$1,080,536 for the Fiscal Year 2014.”

That the sum of One Million, Eighty Thousand, Five Hundred Thirty-Six Dollars (\$1,080,536) is hereby appropriated to the Manchester Transit Authority for the Fiscal Year 2014 to be taken from such unappropriated money as may now be in the City Treasury or may hereafter come into it and the balance by tax upon the estates liable to be taxed in said City and by tax on polls, or from other source shall be appropriated as follows:

RESTRICTED FUNDS: Subject to the approval of the Manchester Transit Authority.

\$1,080,536

RESOLVED that this Resolution shall take effect upon its passage.

“Appropriating to the Manchester School District the sum of \$155,724,449 for the Fiscal Year 2014.”

That the sum of One Hundred Fifty-Five Million, Seven Hundred Twenty-Four Thousand, Four Hundred Forty-Nine Dollars (\$155,724,449) is hereby appropriated to the Manchester School District for the Fiscal Year 2014 to be taken from such unappropriated money as may now be in the City Treasury or may hereafter come into it and the balance by tax upon the estates liable to be taxed in said City and by tax on polls, or from other source shall be appropriated as follow:

RESTRICTED FUNDS: Subject to the approval of the City of Manchester Board of School Committee.

\$155,724,449

RESOLVED that this Resolution shall take effect upon its passage.

“Appropriating all Incremental Meals and Rooms Tax Revenue Received by the City in the Fiscal Year 2014 and held in the Civic Center Fund, for the payment of the City’s Obligations in Said Fiscal Year under the Financing Agreement.”

WHEREAS, IN ACCORDANCE WITH THE New Hampshire Revised Statutes Annotated, the Board of Mayor and Aldermen established on the books of the City the Civic Center Fund; and

WHEREAS, Meals and Rooms Tax Revenue, in excess of \$454,927 in each year, paid to the City by the State of New Hampshire in accordance with RSA 78-A shall be held in the Civic Center Fund to pay the City’s share of the costs of constructing the Manchester Civic Center; and

WHEREAS, in accordance with the terms of the Financing Agreement between the City and the Manchester Housing and Redevelopment Authority dated as of March 1, 2000 (the “Financing Agreement”), the City must appropriate funds held in the Civic Center Fund to meet its obligations under the Financing Agreement;

NOW, THEREFORE, be it resolved as follows:

That all Incremental Meals and Rooms Tax Revenue received by the City in the Fiscal Year 2014 and held, in the Civic Center Fund, is hereby appropriated for the payment of the City’s obligations in said fiscal year in accordance with the terms of the Financing Agreement.

RESOLVED that this Resolution shall take effect upon its passage.

“Appropriating to the Manchester Airport Authority the sum of \$47,887,649 from Special Airport Revenue Funds for the Fiscal Year 2014.”

That the sum of Forty-Seven Million, Eight Hundred Eighty-Seven Thousand, Six Hundred Forty-Nine Dollars (\$47,887,649) from Special Airport Revenue funds shall be hereby appropriated to the Manchester Airport Authority for the Fiscal Year 2014 as follows:

Salaries and Wages	\$5,680,000
Line Item Expenses	\$18,295,100
Capital Outlay	\$306,250

RESTRICTED FUNDS: Subject to the approval of the Finance Officer.

Employee Benefits	\$2,827,499
Debt – Principal and Interest	\$20,535,000
Debt – Bond Financing	\$75,000
Audit	\$50,000
Insurance	\$118,800

TOTAL	\$47,887,649
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RESOLVED that this Resolution shall take effect upon its passage.

“Appropriating to the Manchester School Food and Nutrition Services Program the sum of \$5,796,000 from School Food and Nutrition Services Revenues for the Fiscal Year 2014.”

That the sum of Five Million, Seven Hundred Ninety-Six Thousand Dollars (\$5,796,000) from School Food and Nutrition Services revenues shall hereby be appropriated to the Manchester School Food and Nutrition Services program for the Fiscal Year 2014 as follows:

RESTRICTED FUNDS: Subject to the approval of the Manchester Board of School Committee.

\$5,796,000

RESOLVED that this Resolution shall take effect upon its passage.

“Raising Monies and Making Appropriations of \$134,970,938 for the Fiscal Year 2014.”

Page 1

That the sum of One Hundred Thirty-Four Million, Nine Hundred Seventy Thousand, Nine Hundred Thirty-Eight Dollars (\$134,970,938) plus the County Tax be taken from such unappropriated money as may now be in the City Treasury or may hereafter come into it, and the balance by tax upon the estates liable to be taxed in said City and by tax on polls, or from other source, shall be appropriated as follows:

General Government - Agencies

Aldermen	\$70,000
Assessors	\$603,245
City Clerk	\$984,852
Economic Development Office	\$202,506
City Solicitor	\$1,275,623
Finance Department	\$946,576
Information Systems	\$1,456,980
Mayor	\$228,243
Youth Services	\$579,915
Human Resources	\$702,881
Planning & Community Development	\$1,956,101
Facilities Division	\$6,270,996
Tax Collector	\$489,389
Fire Department	\$19,136,816
Police Department	\$21,218,548
Health Department – City	\$1,403,239
Health Department – School	\$1,366,418
Highway Department	\$16,294,576
Welfare Department	\$1,018,059
Parks and Recreation Division	\$3,072,349
Library	\$1,984,814
Senior Services	\$239,247
Central Fleet Management	\$2,933,489
Subtotal Agencies:	\$84,434,862

Continued on page 2

“Raising Monies and Making Appropriations of \$134,970,938 for the Fiscal Year 2014.”

Page 2

General Government - Non-Departmental Items

Health Insurance	\$7,778,880
Health Insurance Reserves	\$0.00
Dental Insurance	\$694,354
Life Insurance	\$71,061
Disability Insurance	\$60,413
Workers Compensation – Salary	\$584,000
Workers Compensation – Medical	\$1,800,000
Casualty & General Liability	\$947,131
Fire Retirement	\$4,780,358
Police Retirement	\$4,316,778
City Retirement	\$5,794,762
FICA	\$2,912,998
Unemployment	\$50,000
Tuition Reimbursement	\$50,000
Severance Pay	\$0.00
Street Lighting	\$1,394,044
Contingency/Salary Adjustment	\$399,839
Civic Contributions and Programs	\$143,514
Southern NH Planning Commission	\$68,434
Manchester Public Television	\$447,862
Community Improvements	\$0.00
Employees Medical Services	\$40,000
Maturing Debt	\$11,926,329
Interest on Maturing Debt	\$6,275,319
<i>Subtotal Non-Departmental</i>	\$50,536,076
GRAND TOTAL (Agencies and Non-Departmental)	\$134,970,938

RESOLVED that this Resolution shall take effect upon its passage.

“Appropriating to the Central Business Service District the sum of \$258,000 from Central Business Service District Funds for the Fiscal Year 2014.”

That the sum of Two Hundred Fifty-Eight Thousand Dollars (\$258,000) from Central Business Service District funds shall be hereby appropriated to the Central Business Service District for the Fiscal Year 2014 as follows:

RESTRICTED FUNDS: Subject to the approval of the Planning Director.

Expenses	\$258,000
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TOTAL	\$258,000
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RESOLVED that this Resolution shall take effect upon its passage.

“Continuation of the Central Business Service District.”

Page 1 of 3

WHEREAS, The establishment of Central Business Service Districts are authorized under provision of RSA 31:120 through RSA 31:125; and

WHEREAS, The Board of Mayor and Aldermen have further authorized the establishment of such districts and has set forth procedures for the same in Chapter 37 of the Code of Ordinance; and

WHEREAS, The Board of Mayor and Aldermen, after consultation with and on the recommendation of an Advisory Board of owners and tenants within the proposed District, find that a Central Business Service District should be continued:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN:

THAT, The recommended boundaries of the District within which services will be provided and assessments made on the property are:

Beginning at a point at the intersection of River Road and west North Street; thence easterly along West North Street and continuing along North Street to Bay Street;
thence southerly along Bay Street to Sagamore Street;
thence along Sagamore Street to a point at the rear property line of property at 1631 Elm Street (Rite-Aid);
thence generally southerly along the rear property line of property at 1631 Elm Street (Rite-Aid) to Pennacook Street;
thence westerly along Pennacook Street to an alley – Elm Street East Back;
thence southerly along Elm Street East Back Alley to Blodgett Street;
thence westerly along Blodgett Street to an alley – Elm Street East Back;
thence southerly along Elm Street East Back Alley to Brook Street;
thence easterly along Brook Street to Temple Court;

“Continuation of the Central Business Service District.”

Page 2 of 3

thence southerly along Temple Court to Harrison Street;
thence westerly along Harrison Street to the rear of the building at
1415 Elm Street (the “Sears Building” so-called);
thence southerly along the rear of the building at 1415 Elm Street
(the “Sears Building” so-called) to Prospect Street;
thence continuing southerly along the rear property line of 1331-
1375 Elm Street to Myrtle Street;
thence continuing southerly along an alley – North Church Street
to Orange Street;
thence easterly along Orange Street to Chestnut Street;
thence southerly along Chestnut Street to Bridge Street;
thence easterly along Bridge Street to Pine Street;
thence southerly along Pine Street to Manchester Street;
thence westerly along Manchester Street to Chestnut Street;
thence southerly along Chestnut Street to Auburn Street;
thence westerly along Auburn Street to Willow Street
thence southerly along Willow Street to Valley Street
thence easterly along Valley Street to Elm Street.
thence southerly along Elm Street, including only those properties
with a border on Elm Street, to Queen City Avenue
thence westerly along the middle of Queen City Avenue to the
Queen City Bridge
thence northerly along the Merrimack River to the existing CBSD
border at the “Trestle Bridge”
thence northerly along the Merrimack River to the Amoskeag
Dam;
thence easterly from the Amoskeag Dam on a line extending to
River Road;
thence northerly along River Road to West North Street; said point
also being the point of beginning.

THAT,

The District is to include all properties within the described
boundaries.

“Continuation of the Central Business Service District.”

Page 3 of 3

THAT, That the assessed values of the properties for purposes of assessments be established in accordance with the property tax maps and records as maintained by the Board of Assessors.

THAT, Services to be provided within the District consist of daily cleaning, maintenance and inspection of incidental repairs within the right-of-way in the District and such other services as determined by the Advisory Board.

THAT, The special district assessment for Fiscal Year 2014 shall be established in the fall of 2013 by the Assessor’s Office at a rate sufficient to raise the approved budget of \$258,000.

THAT, The special District assessment shall be made against the owners of all commercial, all industrial and residential properties of five units or more, (excluding multi-unit condominium properties).

RESOLVED that this Resolution shall take effect upon its passage.

“Authorizing the Finance Officer to transfer \$130,431 from the Special Revenue Reserve Account to the Parking Division in Fiscal Year 2013 to reimburse the Parking Division for Fiscal Year 2014 debt service associated with the Hampshire Plaza parking garage.”

WHEREAS, the Board of Mayor and Aldermen wish to reimburse the Parking Division for Fiscal Year 2014 debt service associated with the Hampshire Plaza parking garage; and

WHEREAS, there are sufficient funds available in the Special Revenue Reserve Account (#0101C13216) to fund a reimbursement of One Hundred Thirty Thousand, Four Hundred Thirty-One Dollars (\$130,431) in Fiscal Year 2014; and

NOW THEREFORE BE IT RESOLVED, that the Board of Mayor and Aldermen hereby authorize the Finance Officer to reimburse the Parking Division for Fiscal Year 2014 debt service associated with the Hampshire Plaza parking garage from the following source:

Special Revenue Reserve Account (#0101C13126)	\$130,431
---	-----------

RESOLVED that this Resolution shall take effect upon passage.

“Authorizing the Finance Officer to utilize surplus funds from the Fiscal Year 2013 budget to fund a prepayment of \$750,000 for Fiscal Year 2014 City pension costs.”

WHEREAS, the Board of Mayor and Aldermen wish to prepay Seven Hundred Fifty Thousand Dollars (\$750,000) of City pension costs for Fiscal Year 2014; and

WHEREAS, there are sufficient funds available in the Fiscal Year 2013 budget surplus to fund a prepayment of Seven Hundred Fifty Thousand Dollars (\$750,000) for Fiscal Year 2014 pension costs; and

NOW THEREFORE BE IT RESOLVED, that the Board of Mayor and Aldermen hereby authorize the Finance Officer to prepay Seven Hundred Fifty Thousand Dollars (\$750,000) of Fiscal Year 2014 pension costs from the following source:

Fiscal Year 2013 Budget General Fund Surplus	\$750,000
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RESOLVED that this Resolution shall take effect upon passage.

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Amending the FY 2013 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Two Thousand Dollars (\$42,000) for the FY 2013 CIP 810713 Second St. Corridor Grant.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2013 CIP as contained in the 2013 CIP budget; and

WHEREAS, the 2013 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$42,000 from the NH Housing Finance Authority to complete a planning study in the Second Street Corridor area;

NOW, THEREFORE, be it resolved that the 2013 CIP be amended as follows:

By adding:

FY 2013 CIP 810713-Second St. Corridor Grant- \$42,000 Other

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

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

"Authorizing the Finance Officer to utilize \$250,000 from the Special Revenue Account to pay Sun Gard Public Sector"

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

SECTION 1. Authorize the Finance Office to utilize \$250,000 from the Special Revenue Account to pay Sun Gard Public Sector in connection with the Amendment to the Software License and Software Agreement. The \$250,000 will be restored to the Special Revenue Account if and when a bond is issued for a new ERP system.

SECTION 2. Resolved that this Resolution shall take effect upon its passage.

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

The Committee on Bills on Second Reading respectfully recommends, after due and careful consideration that Ordinance Amendment:

"Amending Section 70.55 (D)(2) Residential Parking Permit Zone #2 by not allowing residents to park on Elm Street."

ought to pass and be referred to the Committee on Accounts, Enrollment and Revenue Administration.

(Unanimous vote with the exception of Alderman Arnold who was absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

City of Manchester New Hampshire

In the year Two Thousand and Twelve

AN ORDINANCE

“Amending Section 70.55 (D)(2) Residential Parking Permit Zone #2 by not allowing residents to park on Elm Street.”

Page 1 of 1

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

- I. Amend the Code of Ordinances by deleting language as stricken (-----) and inserting new as **bolded (bold)**. Sections of the following chapters that remain unchanged appear in regular type.

§ 70.55 RESIDENTIAL PERMIT PARKING.

(D) Residential Parking Permit Zones

(2) Residential Parking Permit Zone #2.

(a) Area bounded by Merrimack Street on the north, Auburn Street on the south, Union Street on the east, and on the west by Chestnut Street, Lake Avenue, and Pine Street in the manner they form the western boundary of the R-4 Zoning District pursuant to the Zoning Map of the City of Manchester, NH. Union Street shall not be included in the program.

(b) Area bounded by Amherst Street on the south, Blodget Street (from Elm Street to Union Street) on the north, Union Street on the east, Chestnut Street to Orange Street, then westerly on Orange Street to Elm Street and then continuing northerly on Elm Street to Blodget Street on the west. Union Street and Elm Street shall not be included in the program. Residents within permit zone #2 on Amherst Street must park on Concord Street or northerly in the zone.

(c) Area bounded by Elm Street on the east, Canal Street on the west, Granite Street on the north and West Auburn Street on the south. **Parking on Elm Street shall not be included in the program.**

- II. This ordinance shall take effect upon its passage.

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

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the communication from the Parking Manager requesting that City Ordinance section 70.55 (D) (2) (c) Residential Parking Permit Zone #2 be amended by not allowing residents to park on Elm Street be approved and forwarded to the Committee on Bills on Second Reading for technical review.

(Unanimous vote)

Respectfully submitted,

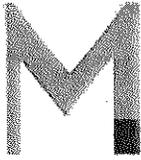


Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held January 15, 2013, on a motion of Alderman O'Neil, duly seconded by Alderman Roy, the report of the Committee was accepted and its recommendations adopted.



City Clerk



City of Manchester Parking Division

Denise Boutilier
Parking Manager
dboutilier@manchesternh.gov

November 30, 2012

Thomas Katsiantonis, Chairman
Committee on Public Safety, Health and Traffic
1 City Hall Plaza
Manchester, NH 03101

Dear Chairman Katsiantonis:

Attached please find the ordinance for Residential parking permits. On May 17, 2011, the BMA approved a request to add the "Gaslight District" area to Zone 2.

The intent of the ordinance was to allow residents at 555 Elm St. a residential permit for the area as stated in the ordinance, but not allow residents to park on Elm St.

Request to amend language as follows:

Section 70.55 (D)(2)(c):

Area bounded by Elm St. on the east, Canal St. on the west, Granite St. on the north and West Auburn St. on the south. ~~Elm St. shall not be included in the program. Parking on Elm St. shall not be included in the program.~~

Your consideration in this matter is greatly appreciated.

Sincerely,

Denise Boutilier
Parking Manager

25 Vine Street, Manchester, New Hampshire 03101
Telephone: 603-624-6580 Fax: 603-665-6623
Web: www.manchesternh.gov

Boutillier, Denise

From: Boutillier, Denise
Sent: Thursday, November 29, 2012 3:04 PM
To: Freeman, Heather
Cc: Katsiantonis, Thomas; Sanders, William; Long, Patrick; Robinson, Dale
Subject: Traffic Committee agenda - Residential permits Zone 2 - Gaslight District - amendment to language
Attachments: PARK Ord SOL.pdf

Heather –

Attached please find the ordinance for Residential parking permits. On May 17, 2011, The BMA approved a request to add the "Gaslight District" area to Zone 2.

Section 70.55 (D)(2)(c) :

**Area bounded by Elm Street on the east, Canal Street on the west, Granite Street on the north and West Auburn Street on the south.
Elm Street shall not be included in the program.**

The language should read:

**Area bounded by Elm Street on the east, Canal Street on the west, Granite Street on the north and West Auburn Street on the south.
Parking on Elm Street shall not be included in the program.**

The intent of the ordinance was to allow residents at 555 Elm St. residential permits for the area as stated in the ordinance, but not allow residents to park on Elm St.

Thanks,

d

Denise Boutillier
Parking Manager
City of Manchester, Parking Division
25 Vine St.
Manchester, NH 03101
603-624-6580
603-624-6585
dboutillier@manchesternh.gov

11/29/2012

Matthew Normand
City Clerk



Heather Freeman
Assistant City Clerk

JoAnn Ferruolo
Assistant City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Denise Boutilier
Interim Parking Manager

From: Matthew Normand
City Clerk 

Date: September 8, 2011

Re: Ordinance Adopted

Please be advised that the enclosed ordinance was adopted by the Board of Mayor and Aldermen on September 6, 2011, as follows:

“Amending Section 70.55 (D)(2) Residential Parking Permit Zone #2 by adding a new subsection (c) expanding the zone to include the Gaslight District.”

Enclosure

pc: Thomas Clark, City Solicitor

AN ORDINANCE

“Amending Section 70.55 (D)(2) Residential Parking Permit Zone #2 by adding a new subsection (c) expanding the zone to include the Gaslight District.”

Page 1 of 2

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

- I. Amend the Code of Ordinances by deleting language as stricken (-----) and inserting new as **bolded (bold)**. Sections of the following chapters that remain unchanged appear in regular type.

§ 70.55 RESIDENTIAL PERMIT PARKING.

(D) Residential Parking Permit Zones

(2) Residential Parking Permit Zone #2.

(a) Area bounded by Merrimack Street on the north, Auburn Street on the south, Union Street on the east, and on the west by Chestnut Street, Lake Avenue, and Pine Street in the manner they form the western boundary of the R-4 Zoning District pursuant to the Zoning Map of the City of Manchester, NH. Union Street shall not be included in the program.

(b) Area bounded by Amherst Street on the south, Blodget Street (from Elm Street to Union Street) on the north, Union Street on the east, Chestnut Street to Orange Street, then westerly on Orange Street to Elm Street and then continuing northerly on Elm Street to Blodget Street on the west. Union Street and Elm Street shall not be included in the program. Residents within permit zone #2 on Amherst Street must park on Concord Street or northerly in the zone.

(c) Area bounded by Elm Street on the east, Canal Street on the west, Granite Street on the north and West Auburn Street on the south. Elm Street shall not be included in the program.

- II. This ordinance shall take effect upon its passage.

September 6, 2011. In Board of Mayor and Aldermen. Passed to be Ordained.

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

The Committee on Accounts, Enrollment and Revenue Administration respectfully recommends, after due and careful consideration, that
Ordinance:

“Amending Section 70.55 (D)(2) Residential Parking Permit Zone #2 by adding a new subsection (c) expanding the zone to include the Gaslight District.”

is properly enrolled.

(Unanimous vote with the exception of Aldermen DeVries and Roy who were absent.)

Respectfully submitted,


Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held September 6, 2011, on a motion of Alderman Craig, duly seconded by Alderman Ludwig, the report of the Committee was accepted and its recommendations adopted.


City Clerk

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

The Committee on Bills on Second Reading respectfully recommends, after due and careful consideration, that Ordinance Amendment:

“Amending Section 70.55 (D)(2) Residential Parking Permit Zone #2 by adding a new subsection (c) expanding the zone to include the Gaslight District.”

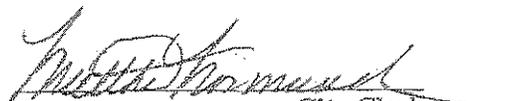
ought to pass and be referred to the Committee on Accounts, Enrollment and Revenue Administration for enrollment.

(Unanimous vote conducted via phone poll on July 18, 2011.)

Respectfully submitted,


Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held August 2, 2011, on a motion of Alderman O'Neil, duly seconded by Alderman DeVries, the report of the Committee was accepted and its recommendations adopted.


City Clerk

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

The Committee on Public Safety, Health and Traffic respectfully advises, after due and careful consideration, that it has approved ordinance:

“Amending Section 70.55 (D)(2) Residential Parking Permit Zone #2 by adding a new subsection (c) expanding the zone to include the Gaslight District.”

and recommends same be referred to the Committee on Bills on Second Reading for technical review.

(Unanimous vote)

Respectfully submitted,



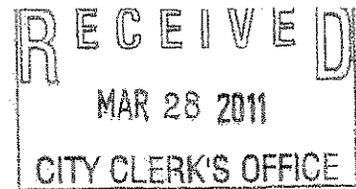
Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held May 17, 2011, on a motion of Alderman O'Neil, duly seconded by Alderman Arnold, the report of the Committee was accepted and its recommendations adopted.



City Clerk

CITY OF MANCHESTER
PARKING DIVISION



Brandy Stanley
Parking Manager
bstanley@manchesternh.gov

March 28, 2011

Chairman Jim Roy
Committee on Public Safety & Traffic
1 City Hall Plaza
Manchester, NH 03101

Re: Ordinance amendment expanding residential parking zone 2

Dear Chairman Roy:

Attached please find an amendment to ordinance 70.55: Residential Permit Parking. I was contacted by a representative of the developer working on 555 Elm Street. This building is being developed to include 16 residential units along with some street level retail, and they will begin renting apartments within the next 2 months. This area of downtown is not currently included in the city's residential parking permit program.

The ordinance amendment expands residential permit zone 2 to include the "gaslight district." Please note that the area specifically prohibits parking using residential permits on Elm Street.

Should the committee approve, we respectfully request that the ordinance be reported to the full board as soon as possible in order to move the process along more quickly.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Brandy Stanley
Parking Manager
City of Manchester

CC: William Sanders

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

The Committee on Bills on Second Reading respectfully recommends, after due and careful consideration that Ordinance Amendment:

"Amending Section 33.080 (A) Military Service of the Code of Ordinances of the City of Manchester by increasing the number of paid military leave days from ten to twenty days and deleting 33.080 (A)(1) related to attendance at military funerals."

ought to pass and be referred to the Committee on Accounts, Enrollment and Revenue Administration.

(Unanimous vote with the exception of Alderman Arnold who was absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

City of Manchester
New Hampshire

In the year Two Thousand and Thirteen

AN ORDINANCE

“Amending Section 33.080(A) Military Service of the Code of Ordinances of the City of Manchester by increasing the number of paid military leave days from ten to twenty days and deleting 33.080(A)(1) related to attendance at military funerals.”

- I. Amend Section 33.080 of the Code of Ordinances by deleting language stricken (--) and inserting new language as bolded (**bold**).

§ 33.080 MILITARY SERVICE.

(A) Any employee who holds a position that is expected to continue indefinitely or for a significant period of time or official of the city who is a member of the National Guard or of a reserve component of the armed forces of the United States shall be entitled to military leave when such duty is in conflict with the employee's or official's regular work schedule. Employees and officials who are eligible for paid time off shall be entitled to ~~ten~~ **twenty** days of paid military leave per training year (October 1 to September 30) to engage in temporary active duty **or to attend military funerals** when such duty is in conflict with the employee's or official's work schedule.

~~(1) In addition to the ten paid military days for training each training year (October 1 to September 30), said employees shall be eligible for five additional paid military days to attend military funerals as assigned by the military.~~

- II. This ordinance shall take effect upon passage.

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

The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the ordinance related to military leave for employees, submitted by the Chief of Police, be approved and forwarded to the Committee on Bills on Second Reading for technical review.

(Unanimous vote)

Respectfully submitted,



Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held February 19, 2013, on a motion of Alderman O'Neil, duly seconded by Alderman Ludwig, the report of the Committee was accepted and its recommendations adopted.



City Clerk

Jane Gile
Human Resources Director



RECEIVED: 1/28/13
CITY CLERK'S OFFICE

CITY OF MANCHESTER
Human Resources Department

January 28, 2013

William Shea, Chair
Human Resources and Insurance Committee
One City Hall Plaza, Manchester, NH 03101

RE: Military Leave

At the last meeting of HRIC in January, Chief Mara presented a request to change in the number of days that employees, who are enlisted in the National Guard or Military Reserves, are provided per training year to engage in temporary active duty when the duty is in conflict with the employee's regular work schedule.

Before making its decision, the Committee requested information from the HR Director regarding the number of employees who were affected by this proposal. I have attached information for the last training year (October 2011 to September 2012) to highlight not only the number of employees, but also the quantity of the time taken.

In a nutshell, 13 employees used military leave in federal fiscal year 12 for a total of 990.80 hours at a cost of \$28,204.12. The breakout is as follows: EPD (Dept 27) – 1 employee (5 days); Fire (Dept 30) – 1 employee (16 days); Police (Dept 33) – 11 employees (9 have maxed the 10 days), 1 (11 days), 1 (1 day).

As stated at the Committee level the chief's proposal does not apply to employees called up to active duty, only to those who are engaged in military training activities while still actively employed by the City of Manchester.

Sincerely,

Jane E. Gile
Human Resources Director

Military Leave Paid Military Year - October 1, 2011-September 30, 2012

Dept #	Hours Type Code	Hours Quantity	Hours Amount	Hours Date	Check Date
27	M1	8.000	\$231.84	4/16/2012	4/26/2012
	M1	8.000	\$231.84	4/17/2012	4/26/2012
	M1	8.000	\$231.84	4/18/2012	4/26/2012
	M1	8.000	\$231.84	4/19/2012	4/26/2012
	M1	8.000	\$231.84	4/20/2012	4/26/2012
		40.000	\$1,159.20		
		40.000	\$1,159.20		
30	M1	8.400	\$216.22	10/17/2011	10/27/2011
	M1	8.400	\$216.22	10/18/2011	10/27/2011
	M1	8.400	\$216.22	10/19/2011	10/27/2011
	M1	8.400	\$216.22	10/20/2011	10/27/2011
	M1	8.400	\$216.22	10/21/2011	10/27/2011
	M1	8.400	\$221.59	9/8/2012	9/13/2012
	M1	8.400	\$221.59	9/10/2012	9/20/2012
	M1	8.400	\$221.59	9/11/2012	9/20/2012
	M1	8.400	\$221.59	9/12/2012	9/20/2012
	M1	8.400	\$221.59	9/13/2012	9/20/2012
	M1	8.400	\$221.59	9/14/2012	9/20/2012
	M1	8.400	\$235.37	9/17/2012	9/27/2012
	M1	8.400	\$235.37	9/18/2012	9/27/2012
	M1	8.400	\$235.37	9/19/2012	9/27/2012
	M1	8.400	\$235.37	9/20/2012	9/27/2012
	M1	8.400	\$235.37	9/21/2012	9/27/2012
			142.800	\$3,809.08	
		142.800	\$3,809.08		
33	M1	8.000	\$249.04	10/1/2011	10/6/2011
	M1	8.000	\$249.04	11/6/2011	12/1/2011
	M1	8.000	\$249.04	12/11/2011	12/22/2011
	M1	8.000	\$249.04	2/4/2012	2/9/2012
	M1	8.000	\$249.04	2/5/2012	2/16/2012
	M1	8.000	\$249.04	4/15/2012	4/26/2012
	M1	8.000	\$249.04	6/2/2012	6/7/2012
	M1	8.000	\$255.28	8/1/2012	8/9/2012
	M1	8.000	\$255.28	8/2/2012	8/9/2012
	M1	8.000	\$255.28	8/5/2012	8/16/2012

Military Leave Paid Military Year - October 1, 2011-September 30, 2012

Dept #	Hours Type Code	Hours Quantity	Hours Amount	Hours Date	Check Date
		80.000	\$2,509.12		
	M1	8.000	\$196.88	10/15/2011	10/20/2011
	M1	8.000	\$196.56	12/10/2011	12/15/2011
	M1	8.000	\$196.56	1/7/2012	1/12/2012
	M1	8.000	\$196.56	1/8/2012	1/19/2012
	M1	8.000	\$196.56	2/11/2012	2/16/2012
	M1	8.000	\$196.56	2/12/2012	2/23/2012
	M1	8.000	\$196.56	3/31/2012	4/5/2012
	M1	8.000	\$196.56	4/1/2012	4/12/2012
	M1	8.000	\$196.56	5/5/2012	5/10/2012
	M1	8.000	\$196.56	5/6/2012	5/17/2012
		80.000	\$1,959.92		
	M1	8.000	\$208.64	10/15/2011	10/20/2011
	M1	8.000	\$208.64	11/18/2011	11/23/2011
	M1	8.000	\$208.64	11/20/2011	12/1/2011
	M1	8.000	\$208.64	12/11/2011	12/22/2011
	M1	8.000	\$208.64	1/7/2012	1/12/2012
	M1	8.000	\$208.64	2/11/2012	2/16/2012
	M1	8.000	\$208.64	2/12/2012	2/23/2012
	M1	8.000	\$208.64	3/10/2012	3/15/2012
	M1	8.000	\$208.64	3/11/2012	3/22/2012
	M1	8.000	\$208.64	4/21/2012	4/26/2012
		80.000	\$2,086.40		
	M1	8.000	\$208.64	4/29/2012	5/10/2012
		8.000	\$208.64		
	M1	8.000	\$234.72	10/22/2011	10/27/2011
	M1	8.000	\$234.72	10/23/2011	11/3/2011
	M1	8.000	\$234.72	11/5/2011	11/10/2011
	M1	8.000	\$234.72	11/6/2011	12/1/2011
	M1	8.000	\$234.72	12/3/2011	12/8/2011
	M1	8.000	\$234.72	3/5/2012	3/15/2012
	M1	8.000	\$234.72	4/14/2012	4/19/2012
	M1	-8.000	(\$234.72)	4/14/2012	4/26/2012
	M1	8.000	\$234.72	6/2/2012	6/7/2012
	M1	8.000	\$234.72	6/3/2012	6/14/2012

Military Leave Paid Military Year - October 1, 2011-September 30, 2012

Dept #	Hours Type Code	Hours Quantity	Hours Amount	Hours Date	Check Date
33...	M1	8.000	\$234.72	6/6/2012	6/14/2012
		72.000	\$2,112.48		
	M1	8.000	\$256.56	12/1/2011	12/15/2011
	M1	8.000	\$256.56	12/2/2011	12/15/2011
	M1	8.000	\$256.56	3/1/2012	3/8/2012
	M1	8.000	\$256.56	3/2/2012	3/8/2012
	M1	8.000	\$256.56	5/3/2012	5/10/2012
	M1	8.000	\$256.56	5/4/2012	5/10/2012
	M1	8.000	\$256.56	5/31/2012	6/8/2012
	M1	8.000	\$256.56	6/1/2012	6/8/2012
	M1	8.000	\$262.96	7/24/2012	8/2/2012
	M1	8.000	\$262.96	7/25/2012	8/2/2012
		80.000	\$2,576.40		
	M1	8.000	\$201.44	8/8/2012	8/16/2012
	M1	8.000	\$201.44	8/10/2012	8/16/2012
	M1	8.000	\$201.44	8/11/2012	8/16/2012
	M1	8.000	\$201.44	8/14/2012	8/23/2012
	M1	8.000	\$201.44	8/15/2012	8/23/2012
	M1	8.000	\$201.44	8/16/2012	8/23/2012
	M1	8.000	\$201.44	8/17/2012	8/23/2012
	M1	8.000	\$201.44	8/20/2012	8/30/2012
	M1	8.000	\$201.44	8/21/2012	8/30/2012
	M1	8.000	\$201.44	8/22/2012	8/30/2012
	M1	8.000	\$201.44	8/23/2012	8/30/2012
		88.000	\$2,215.84		
	M1	8.000	\$265.60	10/15/2011	10/20/2011
	M1	8.000	\$265.60	12/19/2011	12/29/2011
	M1	8.000	\$265.60	3/13/2012	3/22/2012
	M1	8.000	\$265.60	3/14/2012	3/22/2012
	M1	8.000	\$265.60	3/29/2012	4/5/2012
	M1	8.000	\$265.60	4/24/2012	5/3/2012
	M1	8.000	\$265.60	5/1/2012	5/10/2012
	M1	8.000	\$265.60	6/22/2012	6/28/2012
	M1	8.000	\$265.60	6/28/2012	7/5/2012
	M1	8.000	\$265.60	6/29/2012	7/5/2012

Military Leave Paid Military Year - October 1, 2011-September 30, 2012

Dept #	Hours Type Code	Hours Quantity	Hours Amount	Hours Date	Check Date
		80.000	\$2,656.00		
	M1	8.000	\$196.56	10/22/2011	10/27/2011
	M1	8.000	\$196.56	11/7/2011	11/17/2011
	M1	8.000	\$196.56	11/9/2011	12/1/2011
	M1	8.000	\$196.56	12/2/2011	12/8/2011
	M1	8.000	\$196.56	12/3/2011	12/8/2011
	M1	8.000	\$202.40	3/5/2012	3/15/2012
	M1	8.000	\$202.40	4/16/2012	4/26/2012
	M1	8.000	\$202.40	4/28/2012	5/3/2012
	M1	8.000	\$202.40	6/21/2012	6/28/2012
	M1	8.000	\$207.44	8/3/2012	8/9/2012
		80.000	\$1,999.84		
	M1	8.000	\$314.32	11/17/2011	11/23/2011
	M1	8.000	\$314.32	11/18/2011	11/23/2011
	M1	8.000	\$314.32	2/8/2012	2/16/2012
	M1	8.000	\$314.32	2/9/2012	2/16/2012
	M1	8.000	\$314.32	2/10/2012	2/16/2012
	M1	8.000	\$314.32	2/13/2012	2/23/2012
	M1	8.000	\$314.32	2/14/2012	2/23/2012
	M1	8.000	\$314.32	2/15/2012	2/23/2012
	M1	8.000	\$314.32	2/16/2012	2/23/2012
	M1	8.000	\$314.32	2/17/2012	2/23/2012
		80.000	\$3,143.20		
		728.000	\$21,469.84		
50	M1	8.000	\$176.16	3/19/2012	3/29/2012
	M1	8.000	\$176.16	3/20/2012	3/29/2012
	M1	8.000	\$176.16	3/21/2012	3/29/2012
	M1	8.000	\$176.16	3/22/2012	3/29/2012
	M1	8.000	\$176.16	3/23/2012	3/29/2012
	M1	8.000	\$176.16	5/22/2012	5/31/2012
	M1	8.000	\$176.16	6/27/2012	7/5/2012
	M1	8.000	\$176.16	6/28/2012	7/5/2012
	M1	8.000	\$176.16	6/29/2012	7/5/2012
	M1	8.000	\$180.56	8/2/2012	8/9/2012

Date: 1/25/2013

Military Leave Paid Military Year - October 1, 2011-September 30, 2012

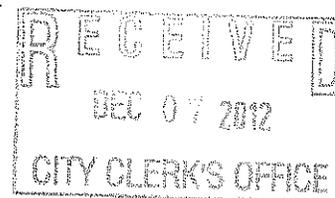
Dept #	Hours Type Code	Hours Quantity	Hours Amount	Hours Date	Check Date
		80.000	\$1,766.00		
		80.000	\$1,766.00		
		990.800	\$28,204.12		

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



Commission
Richard M. Bunker
Woullard H. Lett
William M. Clifford
Eva Castillo-Turgeon
Mark E. Roy

CITY OF MANCHESTER
Police Department



December 4, 2012

Committee on Human Resources
Chairman William Shea
One City Hall Plaza
Manchester, NH 03101

Dear Chairman Shea and Committee;

We would request to be placed on the agenda at the next committee meeting to discuss military leave for employees currently enlisted as National Guard or Military Reservist.

It had been brought to our attention by some of our guard and reservist that the number of days allotted for paid leave for military training was considerably less than the requirements of the military to attend mandatory training throughout the training year.

At my request, patrolman Alan Aldenberg who holds the rank of Lieutenant Colonel with the National Guard drafted a letter concerning the number of days allotted by the city to attend training duties with their respective units. I have enclosed his letter which outlines the duties and responsibilities of today's members which has certainly changed considerably over the last several years.

Currently City Ordinance 33.080 provides for ten days of paid military leave per training year (October 1, to September 30) to engage in temporary active duty when such duty is in conflict with the employee's or officials work schedule.

In 2006 an amendment to the ordinance was created to read as follows; *In addition to the ten paid military days for training each training year (October 1 to September 30), said employees shall be eligible for five additional paid military days to attend funerals as assigned by the military.*

Conflict with an employee's duty is a regular concern of our guard and reservist given the unique schedule of police work.

With the additional commitments of today's military guard and reservist we believe our military personnel's concern has merit as it relates to those already committed to work for their current employer and then scheduled for military training.

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

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



At this point the city offers 10 days per year for military training and 5 additional days restricted to attend military funerals as assigned by the military. We have checked with other agencies around the state and determined that many agencies offer 15 days of paid military leave, with different options for military funerals.

I would ask the committee to consider changing its current allotment of 10 days to 20 days and offer the following suggestions to an ordinance change (**in bold**);

33.080 (A) Any employee who holds a position that is expected to continue indefinitely or for a significant period of time or official of the city who is a member of the National Guard or of a reserve component of the armed forces of the United States shall be entitled to military leave when such duty is in conflict with the employee's or official's regular work schedule. Employees and officials who are eligible for paid time off shall be entitled to ten (**twenty**) days of paid military leave per training year (October 1 to September 30) to engage in temporary active duty **or to attend military funerals** as assigned by the military when such duty is in conflict with the employee's or official's work schedule.

(REMOVE) (1) In addition to the ten paid military days for training each training year (October 1 to September 30), said employees shall be eligible for five additional paid military days to attend military funerals as assigned by the military.

I look forward to discussing this at the next available committee meeting.

Sincerely,



David J. Mara
Chief of Police

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



Commission
Richard M. Bunker
Jerome B. Duval
Wouliard H. Lett
William M. Clifford
Eva Castillo-Turgeon

CITY OF MANCHESTER
Police Department

7 November 2012

To: Chief David J. Mara
From: Officer Allen D. Aldenberg
Subject: Paid Military Leave

Sir:

The intent of this memorandum is to address the issue of paid military leave which is currently governed by city ordinance as opposed to being contractual. The current ordinance affords active members of the National Guard or the Reserves ten days of paid military leave from October 1 through September 30. On the surface such allocation may seem sufficient but I would caution anyone from taking this position and I offer that for a variety of reasons which I hope to articulate below.

It is very clear that the role of the National Guard and the Reserves has changed drastically since the events of 9/11. Since 9/11, the Army National Guard (ARNG) has had 487,856 Soldier mobilizations with many Soldiers deploying more than once. More than fifty percent of ARNG Soldiers are combat veterans and more than eighty percent joined the Army National Guard after 9/11. As I am sure you aware the National Guard is dual purposed in that they have both a state and federal mission. The incredible versatility of the National Guard enables its troops to respond to domestic emergencies, combat missions, counter drug efforts, reconstruction missions and more—all with equal speed, strength and efficiency. Whether the call is coming from the state governor or directly from the president of the United States, Guard and Reserve Soldiers are always ready and always there.

In order to truly understand the issue at hand I think it is important to have a working knowledge of what is required on a yearly basis by an active drilling member. At a minimum a member is required to complete 39 days a year and that is broken down by one weekend drill period per month (24 days) in addition to their annual training period which is for 15 days. Again, this is the bear minimum that is required. Keep in mind that the majority of units in today's operational tempo may begin their weekend drill on Friday and for my particular

Ralph Miller Public Safety Center
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E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



unit this happens at a minimum four times a year.

The above mentioned days does not take in account those times that a member may be called into a state active duty status per the Governor in support of their state mission and this includes but not limited to natural disasters, humanitarian assistance, and support to local, state, and federal law enforcement. Also, as a member progresses through his/her career their are military education requirements that are prerequisites for attaining promotion and other positions of greater responsibility. The majority of these military educational schools are generally two weeks in length and again is completed above and beyond their required drill periods.

The majority of our members currently work the standard four and two schedule. Add this variable to the current allocation of ten paid military days and the negative result is that many of us are forced to use vacation time, personal days, arrange swaps and in some instances take non-paid military leave in order to fulfill our military commitment. I am certain that you would agree that the above mentioned scenarios are not preferred.

It is my hope that the above summarizes the issue at hand and if the opportunity arises I would be more than willing to speak in person with the Board of Aldermen. Thank you for your attention to this matter and I look to a resolution that is favorable to all parties involved.

Sincerely,

Allen D. Aldenberg

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Fire Chief be authorized to use any available balances from the Hackett Hill Fire Station Project towards the Central Fire Station Generator Project to cover a shortfall in funding.

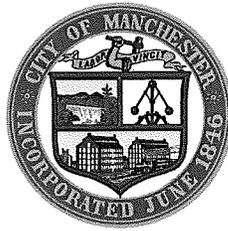
(Unanimous vote, with the exception of Alderman Gamache who could not be reached, conducted via phone poll on March 8, 2013)

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Matthew Hammond". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

James A. Burkush
Chief of Department



City of Manchester
Fire Department

TO: Board of Mayor and Alderman
FROM: Chief James A. Burkush
DATE: March 8, 2013
RE: Emergency Generator at Fire Headquarters

The Fire Department and the Facilities Division have been working together to replace the emergency generator at Fire Headquarters. This generator is over 40 years old and has become problematic over the last few years. In addition, it only provides partial power to the building, which includes the City Emergency Operations Center, Fire Dispatch and the Information Systems Department.

Due to the fact the electrical systems at Fire Headquarters are over 40 years old and have been modified several times, the Facilities Division contracted with an electrical engineering firm to perform a needs analysis. This was completed with funding from the Fire Department FY 12 budget.

The project cost was estimated to be \$152,000.00; bids received by the City were \$154,200.00. The Fire Department was successful in securing an EMPG grant from the State of NH for \$76,000.00. The FY13 budget provided \$55,000 from CDBG which resulted in a \$23,000.00 shortfall. Due to the complexities of this project, Kevin O'Maley is recommending a contingency.

I am recommending we be allowed to use any available balances in the Hackett Hill Fire Station project to be used for the purchase and installation of the new generator.

This project is "time sensitive" as the State funding requires completion by September 30, 2013. We understand there is significant lead time in delivery of the generator. I am asking for the boards' consideration at the earliest convenience.

Thank you for your consideration in this matter.

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the petition to discontinue streets on Wellington Hill be referred to a road hearing at a date to be set by the City Clerk.

(Unanimous vote with the exception of Alderman Gamache who was absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

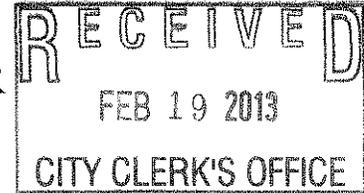
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director



Commission
Raymond Hebert
Hal Sullivan
Bill Skouteris
Rick Rothwell
Philip Hebert

CITY OF MANCHESTER
Department of Public Works



February 15, 2013

Community Improvement Committee of the Board of Mayor and Aldermen
City Hall
c/o Matthew Normand, City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

RE: PETITION TO DISCONTINUE STREETS ON WELLINGTON HILL

Dear Committee Members,

The petitioned streets were dedicated on a plan entitled "Mammoth Park" by George H. Allen dated September, 1902 recorded as Hillsborough County Registry of Deeds plan #400 and need to be released and discharged.

First Street	Fourth Street	Seventh Street	Hampshire Avenue
Second Street	Fifth Street	Dewey Avenue	Oak Avenue
Third Street	Sixth Street	Schley Avenue	

The State of New Hampshire created Mammoth Park Service Road over most of First Street southerly from Smyth Road in conjunction with the Interstate 93 project. The State classified that road as a Class VI road by letter to the City dated June 30, 1977.

Fee title to the Mammoth Park Service Road was conveyed to the City and the deed is recorded at the Hillsborough County Registry of Deeds book 2940 page 256. Conveyance of the fee interest in this street may require approval by the State of New Hampshire Department of Transportation. The department will assist the Office of the City Solicitor if our help is needed.

Manchester Water Works maintains a water main in Mammoth Park Service Road so an easement for that pipe will be needed. No other utilities appear to be located in these roads.

The Department of Public Works supports this petition.

Sincerely,

Kevin Sheppard, P.E.,
Public Works Director

MJM
cc: File

Matthew Normand
City Clerk



Heather Freeman
Assistant City Clerk

JoAnn Ferruolo
Assistant City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Kevin Sheppard
Public Works Director

From: Heather Freeman 
Assistant City Clerk

Date: December 18, 2012

Re: Petition for Discontinuance, Discharge and/or Release – Wellington Hill

In accordance with Rule 19 of the board, please find attached a petition for discontinuance, Discharge and/or Release of several streets. Please note the petition will be submitted to the Committee on Community Improvement.

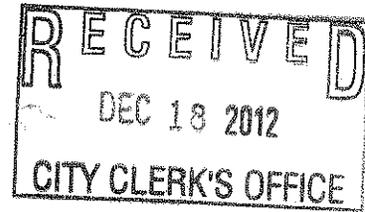
Enclosure

pc: Leon LaFreniere, Director of Planning and Community Development

SHEEHAN
PHINNEY
BASS +
GREEN

PROFESSIONAL
ASSOCIATION

WRITER'S DIRECT DIAL
(603) 627-8245
smanchester@sheehan.com



December 14, 2012



MANCHESTER
1000 ELM STREET
MANCHESTER, NH
03101
T 603 668-0300
F 603 627-8121

CONCORD
TWO EAGLE SQUARE
CONCORD, NH
03301
T 603 223-2020
F 603 224-8899

HANOVER
2 MAPLE STREET
HANOVER, NH
03755
T 603 643-9070
F 603 643-3679

BOSTON
255 STATE STREET
BOSTON, MA
02109
T 617 897-5600
F 617 439-9363

WWW.SHEEHAN.COM

Hon. Ted Gatsas, Mayor
And Board of Aldermen
City of Manchester
One City Hall Plaza
Manchester, New Hampshire 03101

Re: **Wellington Hill; Petition for Discontinuance for Certain Streets
and Portions of Streets**

Ladies and Gentlemen:

Our office represents Sterling Homes, the Purchaser under a certain Purchase and Sale Agreement among it as Purchaser and the City of Manchester, Diocese and others, as Sellers. Sterling Homes' obligations under this Purchase and Sale Agreement are contingent upon, inter alia, the discontinuance of various streets listed on a schedule to the Agreement.

On behalf of Sterling Homes, we respectfully represent that for the accommodation of the public there is occasion for discontinuance, discharge and/or release of the following streets shown on a plan entitled "Board of Alderman, Proposed Discontinuance of Street, Manchester, N.H.," dated July 17, 2012 (copy attached) (the "Plan"):

FIRST STREET and MAMMOTH PARK SERVICE ROAD, from Smyth Road to Radburn Street, reserving, however, the right of the City of Manchester in and to all utilities located therein.

SECOND STREET from Sampson Avenue to Schley Avenue, being approximately 40 feet wide.

THIRD STREET from Sampson Avenue to Schley Avenue, being approximately 40 feet wide.

FOURTH STREET from Sampson Avenue to Schley Avenue, being approximately 40 feet wide.

FIFTH STREET from Sampson Avenue to Schley Avenue, being approximately 40 feet wide.

Honorable Ted Gatsas and
Board of Aldermen
December 14, 2012
Page 2

SIXTH STREET from Sampson Avenue to Dewey Avenue, being
approximately 40 feet wide.

SEVENTH STREET from Sampson Avenue along Tax Map 467-33.

SAMPSON AVENUE, from First Street to Seventh Street.

DEWEY AVENUE, from Mammoth Park Service Road to Fox Hollow at
Wellington Condominium being approximately 50 feet wide.

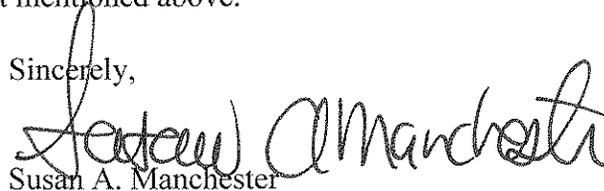
SCHLEY AVENUE, from Mammoth Park Service Road to Fox Hollow at
Wellington Condominium being approximately 40 feet wide,

HAMPSHIRE AVENUE, from Mammoth Park Service Road to Second Street,
being approximately 50 feet wide.

OAK AVENUE, from Mammoth Park Service Road to Second Street
approximately 50 feet wide.

The discontinuance would only be effective if the property is sold under the
Purchase and Sale Agreement mentioned above.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan A. Manchester". The signature is written in a cursive style with a large initial "S".

Susan A. Manchester

SAM/neb

cc: Keith A. Martel
Thomas I. Arnold, III, City Solicitor
Martin Miccio
Denis O. Robinson, Esquire

-  ROMAN CATHOLIC CHURCH
-  CITY OF MANCHESTER
-  THIRD PARTIES
-  ROADS TO BE DISCONTINUED

MAP 879 LOT 017
DONNA R. KEEFE
187 LEON AVE.
MANCHESTER, NH 03104-4127

MAP 468A LOT 222
FOX HOLLOW AT WELLINGTON CONDO ASSOC.
11-828 FOX HOLLOW WAY
MANCHESTER, NH 03104

MAP 879 LOT 011
PAUL J. SOCHA
1055 SMYTH ROAD
MANCHESTER, NH 03104

MAP 879 LOT 013A
LEO R. GRENON
1055 SMYTH ROAD
MANCHESTER, NH 03104

MAP 879 LOT 012
LEO R. GRENON
1055 SMYTH ROAD
MANCHESTER, NH 03104

MAP 715 LOT 005
TIMMY GOLEY
880 SMYTH ROAD
MANCHESTER, NH 03104

MAP 715 LOT 006
TIMMY GOLEY
880 SMYTH ROAD
MANCHESTER, NH 03104

MAP 715 LOT 007
LEAH H. SCHENK
875 SMYTH ROAD
MANCHESTER, NH 03104

MAP 470-019
STATE OF NH
P.O. BOX 483
1 HAZEN DRIVE
CONCORD, NH 03302

MAP 470-020
STATE OF NH
7 HAZEN DRIVE
CONCORD, NH 03045

MAP 470-021
STATE OF NH
7 HAZEN DRIVE
CONCORD, NH 03045

PLANS OF REFERENCE:

- 1) "MAMMOTH PARK, MANCHESTER, NH"; PREPARED BY: GEO. H. ALLAN C.E.; DATED SEPTEMBER 1902; SEE HORD PLAN No. 400.
- 2) NHDOT HIGHWAY PROJECT I-93-1(83)21 - P-5374-G; SEE HORD PLAN No. 08358.
- 3) "SITE & PHASING PLAN FOX HOLLOW AT WELLINGTON CONDOMINIUM"; PREPARED FOR: WELLINGTON WOODS PARTNERSHIP; PREPARED BY: ALLAN H. SWANSON, LLC.; DATED: NOVEMBER 11, 1985; SCALE: 1"=50'; SEE HORD PLAN No. 19264.
- 4) "TAX MAP 645-B LOT 69A EASEMENT PLAN WHITTINGTON STREET AND RADBURN STREET MANCHESTER NH"; PREPARED FOR: KARSAN CONSTRUCTION, INC.; PREPARED BY: T.F. MORAN, INC.; DATED: JUNE 19, 2006; SCALE: 1"=40'; SEE HORD PLAN No. 31182.

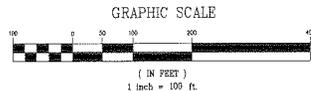
NOTES:

- 1) THE PURPOSE OF THIS PLAN IS TO SHOW THE STREETS TO BE RELEASED AND/OR DISCONTINUED FROM PUBLIC SERVICE BY THE CITY OF MANCHESTER.
- 2) FIRST STREET WAS ORIGINALLY DEPICTED AS A FORTY FOOT WIDE RIGHT OF WAY PER PLAN OF REFERENCE No. 1. THE MAMMOTH PARK SERVICE ROAD IS LOCATED PARTLY OVER SAID FIRST STREET IN ADDITION TO ADJACENT AREAS ACQUIRED AS PART OF THE STATE OF NH RT. 93 PROJECT DEPICTED ON PLAN OF REFERENCE No. 2. THE STATE OF NH TRANSFERRED THE MAMMOTH PARK SERVICE ROAD TO THE CITY OF MANCHESTER OCTOBER 13, 1981. SEE HORD BOOK 2840 PAGE 256.

WELLINGTON HILL ROAD

RADBURN STREET

MAP 645 LOT 1802Z
TALONS AT RADBURN CONDO ASSOC.
90-111 WESTCHESTER WAY
MANCHESTER, NH 03045



**BOARD OF ALDERMAN
PROPOSED DISCONTINUANCES
OF STREETS**

MANCHESTER NEW HAMPSHIRE
JULY 17, 2012

PREPARED FOR:
STERLING HOMES, INC.
981 SECOND STREET
MANCHESTER, NH 03102

SCALE: 1"=100' SHEET 1 OF 1

N:\Users\Projects\2008\1023\plan\Map - Plans\plan_03/4/2012_13:12:40_Plan_001

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

Timothy J. Clougherty
Deputy Public Works Director



Commission
Raymond Hebert
Hal Sullivan
Bill Skouteris
Rick Rothwell
Philip Hebert

CITY OF MANCHESTER
Department of Public Works

February 15, 2013

Community Improvement Committee of the Board of Mayor and Aldermen
City Hall
c/o Leo R. Bernier, City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

RE: PETITION TO DISCONTINUE A PORTION OF GREEN STREET

Dear Committee Members,

The Manchester Department of Public Works found

Summer Street was the subject of a court decision in 1920, *Hodge v. Manchester*, and it is believed the Department has not maintained the street since that time. Our records do not indicate any utilities in the street.

Elm East Back Street was never dedicated and accepted or laid out. The deeds indicate this is a private right of way. The department does not maintain the street and our records do not indicate any utilities in this area.

No dedication or layout of Green Street was found. It is possible that the street was maintained at one time by the City and attained public status by prescription. The department has not maintained that street within the past 30 years. The department's plan 3281 shows a sewer pipe installed in the street in 1911 extending from Elm Street easterly about 150'.

The Manchester Department of Public Works supports the formal discontinuance of any rights the City may have in the petitioned streets but requests an easement for the existing sewer line.

Sincerely,

Kevin Sheppard, PE
Public Works Director

MJM
cc: File

*Matthew Normand
City Clerk*



*Heather Freeman
Assistant City Clerk*

*JoAnn Ferruolo
Assistant City Clerk*

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Kevin Sheppard
Public Works Director

From: Heather Freeman 
Assistant City Clerk

Date: February 1, 2013

Re: Petition for Discontinuance-- Summer, Green & Elm East Back Streets

In accordance with Rule 19 of the board, please find attached a petition for discontinuance of Summer, Green & Elm East Back Streets. Please note the petition will be submitted to the Committee on Community Improvement.

Enclosure

pc: Leon LaFreniere, Director of Planning and Community Development

Baroff Professional Association

Attorneys

10 Commerce Park North ■ Suite 13B ■ Bedford ■ New Hampshire 03110

Phone: 603.647.4200 ■ Fax: 603.647.4664

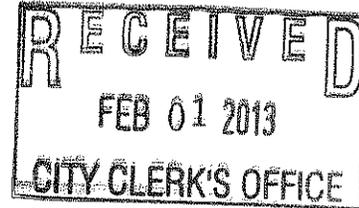
www.baroffpa.com

Patricia M. Panciocco, Esq.

Direct Dial: 603.518.5370

ppanciocco@baroffpa.com

VIA HAND DELIVERY



February 1, 2013

City Clerk
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RE: Petitions To Fully Discontinue certain portions of Summer Street; Green Street; and
"Elm St. East Back"

To Whom It May Concern:

Enclosed please find originals, and one copy of the following for processing by your office:

- Petition To Fully Discontinue Summer Street From Its Intersection With Elm Street To Willow Street;
- Petition To Fully Discontinue Green Street From Its Intersection With Elm Street to Willow Street; and
- Petition To Fully Discontinue "Elm St East Back" From Grove Street to The Southerly Boundary of Tax Map 144-9.

Should you require additional information, please contact me at 518-5370.

Very truly yours,


Patricia M. Panciocco

Enclosures

Cc: Client, Linda Connell, Esquire

**PETITION TO FULLY DISCONTINUE SUMMER STREET
FROM ITS INTERSECTION WITH ELM STREET TO WILLOW STREET**

TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER:

Oak Leaf Homes, LLC ("Petitioner"), owner of Lots 1, 4, 5, 11 and 12 shown on the City of Manchester Tax Map 166 ("Lots"), respectfully petitions and represents to the City of Manchester, that the public interest would be served, by the City's full release and discharge of public rights, to the extent they exist, in the length of Summer Street that runs from east to west between Elm Street and Willow Street as shown on Exhibit A.

This length of Summer Street is located to the immediate north of the Petitioner's Lots and more specifically described as:

Beginning at a point located on the easterly side of Elm Street, said point also being the northwesterly most corner of Lot 166-1; thence

North along the easterly side line of Elm Street for approximately fifty feet (50') to the southwesterly most corner of Tax Map 144, Lot 9; thence

Easterly along the northerly side line of said length of Summer Street for approximately two hundred twenty and 18/100 feet (220.18') to a point located on the westerly side of Willow Street; thence

South along the westerly boundary of Willow Street for fifty feet (50') feet; thence

West along the south boundary of Summer Street for two hundred twenty and 18/100 feet (220.18') to the point of beginning.

.....

This area of Summer Street appears on one version of the *Amoskeag Plan* recorded in the Hillsborough County Registry of Deeds in 1844. Exhibit B; See also, *Hodges v. Manchester*, 79 N.H. 437 (1920). Copies of plans on file with the Manchester Historical Society and the City of Manchester Highway Department that appear to have relied upon the *Amoskeag Plan* are attached as Exhibit C.

In 1916, a petition to layout out this length of Summer Street was submitted to the City, which it approved. However, due to lack of notice, the Hodges family challenged that layout in superior court. The court quashed the layout, which was later affirmed by the N.H. Supreme Court in 1920. *Id.* at 439.

A review of records within the City and its Archives dating back to 1920 has confirmed no petition has been submitted to the City to layout the length of Summer Street appearing on Exhibit A. Further supporting the non-public nature of this area is the barriers installed along the centerline of this area, suggesting it has reverted to the abutting property owners.

Nonetheless, as a measure of caution and to officially confirm the area shown on Exhibit A is not subject to public rights to conclusively clear this cloud from the title of Lots 166-1 and 166-12, the Petitioner hereby submits this Petition to fully release and discontinue the public rights in the length of Summer Street shown on Exhibit A, to the extent they exist.

OAK LEAF HOMES, LLC



1/30/13
Date

Ronald Dupont, Manager

EXHIBIT A

VALLEY CEMETARY

WILLOW STREET

WEST AUBURN STREET

GROVE STREET

MAP 144;
LOT 9

MAP 166; LOT 12

MAP 166; LOT 11

MAP 166; LOT 10

AREA OF FORMER
SUMMER STREET

MAP 166; LOT 1

MAP 166; LOT 4

MAP 166; LOT 5

ELM STREET

EXHIBIT PLAN 2

OAK LEAF PROPERTIES, LLC.

MAP 166; LOTS 1, 4, 5, 11, & 12
ELM STREET & WILLOW STREET
MANCHESTER, NEW HAMPSHIRE

PREPARED FOR:
DENNIS MIRES, P.A.
THE ARCHITECTS
697 UNION STREET
MANCHESTER, NH 03104

DATE: JANUARY 24, 2013
PROJECT NO: 12-1022-1
SCALE: 1" = 80'
SHEET 2 OF 3



Civil Engineering Land Surveying Landscape Architecture
10 Commerce Park North, Suite 301, Bedford, NH 03110 Phone (603) 697-2681

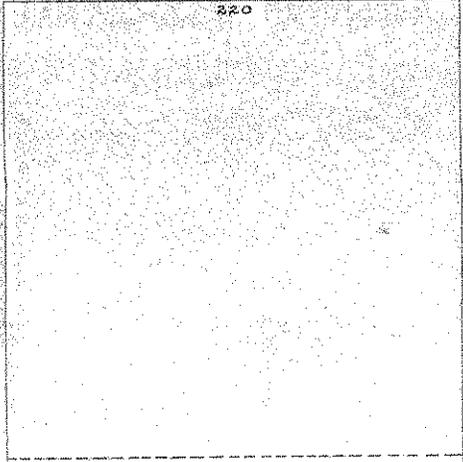
EXHIBIT B

EXHIBIT C

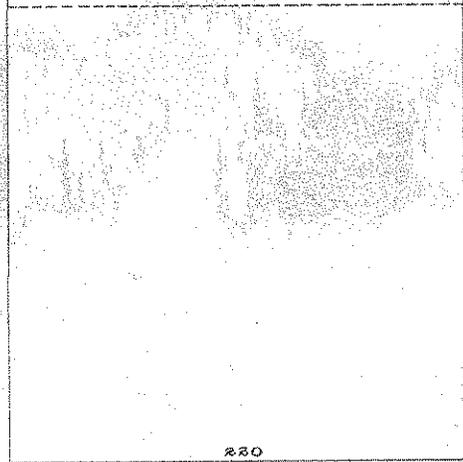
THE VALLEY CEMETERY

1300

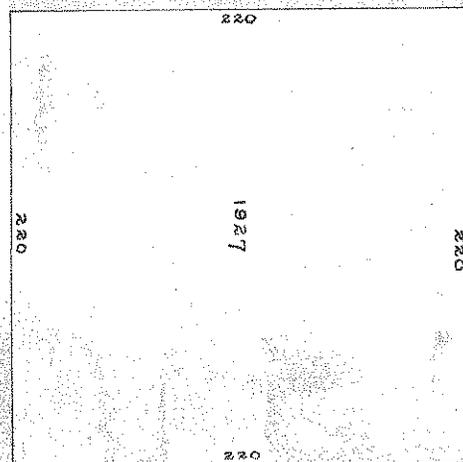
5 GROVE STREET 5



4 GREEN STREET 4



5 SUMMER STREET 5



5 AUBURN STREET 5

8 ELM

STREET 8

SCALE - 1" = 50'

PETITION TO FULLY DISCONTINUE GREEN STREET
FROM ITS INTERSECTION WITH ELM STREET TO WILLOW STREET

TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER:

Oak Leaf Homes, LLC (“Petitioner”), owner of Lots 1, 4, 5, 11 and 12 shown on the City of Manchester Tax Map 166 (“Lots”), respectfully petitions and represents to the City of Manchester, that the public interest would be served, by the City’s full release and discharge of public rights, to the extent they exist, in the length of Green Street that runs from east to west between Elm Street and Willow Street as shown on Exhibit A.

This length of Green Street is more specifically described as:

Beginning at a point located on the easterly side of Elm Street, at the northwesterly corner of Lot 166-6; thence

North along the easterly side line of Elm Street for approximately fifty feet (50') to the southwesterly corner of Tax Map 166-5; thence

Easterly along the northerly boundary of said Green Street, also the southerly boundary of Tax Map 166-5 for approximately two hundred twenty and 18/100 feet (220.18') to a point located on the westerly side of Willow Street; thence

South along the westerly sideline of Willow Street for fifty feet (50') feet; thence

Westerly along the southern boundary of Green Street to the easterly edge of Elm Street, to the point of beginning.

This section of Green Street appears on certain plans found in the Manchester Historical Society and the City of Manchester Highway Department, copies of which are attached as Exhibit B. The plans attached as Exhibit B suggest reliance upon the old *Amoskeag Plan*. This length of Green Street also appears on other maps on file with the City. However, Green Street does not appear on the version of the *Amoskeag Plan* recorded in the Hillsborough County Registry of Deeds.

No formal layout, or formal acceptance, of this length of Green Street has been found in the City’s records. There is also no evidence that this length of Green Street was ever formally dedicated by being shown on a plan, lots being sold by reference to the plan, and it being opened, built or traveled as a public highway. RSA 231:51.

By way of further information, the fee interest in the easterly most end of the area shown on Exhibit A is part of Lot 166-6 owned by Zioze, over which the Petitioner has unrestricted access (“West Green”), with the exception of the area formerly occupied by the garage that was recently removed from the Zioze building. West Green is paved, and its southerly side is used by Zioze for parking¹.

The section of Green Street located to the east (“East Green”) passes over Lots 166-11 and 166-12 owned by the Petitioner before it intersects with Willow Street.

To extinguish the cloud created by Green Street appearing on plans in this general area, the Petitioner is requesting the City of Manchester formally release and fully discontinue all public rights in this length of Green Street, to the extent they may exist, between Elm Street and Willow Street.

OAK LEAF HOMES, LLC

Ronald Dupont, Manager Date 1/30/13

¹ A variance was granted in 2012.

EXHIBIT A

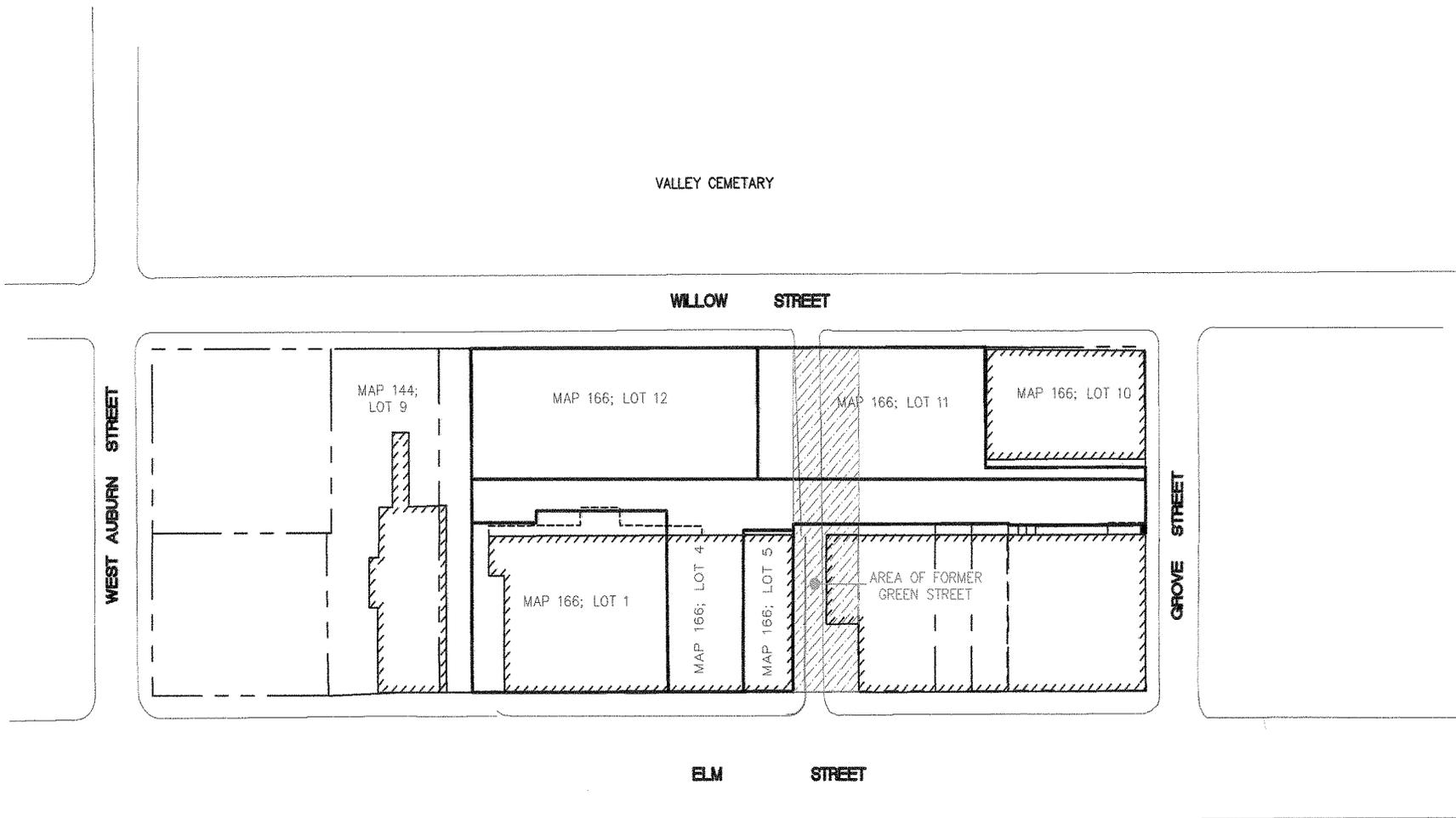


EXHIBIT PLAN 1

OAK LEAF PROPERTIES. LLC.

MAP 166; LOTS 1, 4, 5, 11, & 12
ELM STREET & WILLOW STREET
MANCHESTER, NEW HAMPSHIRE

PREPARED FOR: DENNIS MIRES, P.A. THE ARCHITECTS 697 UNION STREET MANCHESTER, NH 03104	DATE: JANUARY 24, 2013 PROJECT NO: 12-1022-1 SCALE: 1" = 80' SHEET 1 OF 3
--	--

KM KEACH-NORDSTROM ASSOCIATES, INC.

Civil Engineering Land Surveying Landscape Architecture
10 Commerce Park North, Suite 3E, Bedford, NH 03110 Phone (603) 627-8881

18.15

EXHIBIT B

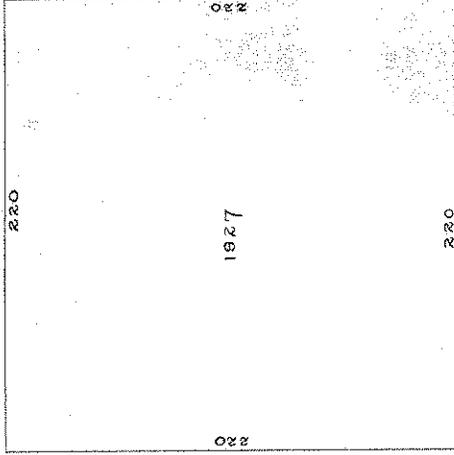
SCALE - 1"=50'

STREET 10

STREETS 5

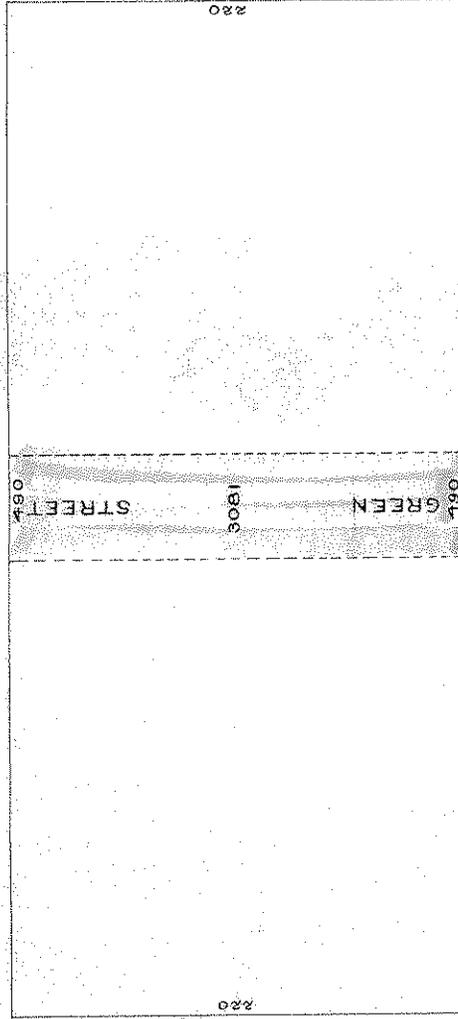
AUBURN 5

STREET 5



STREETS 5

SUMMER 5



STREETS 5

GROVE 5

WILLOW 5

1300

THE VALLEY CEMETERY

VALLEY CEMETERY.

OF

AVENUE

WILLOW

OF

OF

STUMPS

OF

AVENUE

SE. 1/4

ELM

OF

257	2124	2054	220	220
			2652	220
				220

PETITION TO FULLY DISCONTINUE "ELM ST EAST BACK"
FROM GROVE STREET TO
THE SOUTHERLY BOUNDARY OF TAX MAP 144-9

TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER:

Oak Leaf Homes, LLC ("Petitioner"), owner of Lots 1, 4, 5, 11 and 12 shown on the City of Manchester Tax Map 166 ("Lots"), respectfully petitions and represents to the City of Manchester, that the public interest would be served, by the City's full release and discharge of public rights, to the extent they exist, in "Elm St East Back" that runs from north to south between Grove Street and the southerly boundary of Tax Map 144-9 as is shown on Exhibit A.

"Elm St East Back" appears on the City's GIS mapping, is referred to as the "20-foot wide passageway" in certain deeds recorded in the Hillsborough County Registry of Deeds, although it has been reported that public use may have expanded beyond that 20-foot width. Accordingly, the area subject matter of this Petition includes:

A certain 20-foot wide passageway referred to in the deed recorded at Book 2130, Page 68 in the Hillsborough County Registry of Deeds, more particularly described as beginning at a Masonry Nail set on 4/14/05 located on the northerly edge of Grove Street, at the southeast corner of the Tax Map 166-9; thence

Easterly along the northerly sideline of Grove Street for twenty-one and 13/100 feet (21.13') to an iron rod found, said iron rod also being the southwest corner of Lot 166-11 owned by the Petitioner; thence

Northerly along the westerly Five Hundred and Forty Feet (540') more or less along the westerly boundaries of Tax Map 166-11 and Tax Map 166-12 owned by the Petitioner to the southerly lot line of Tax Map 144-9 owned by Eleanor W. Dahar, et al; thence

Westerly along the northerly boundary of the former way referred to as Summer Street for Twenty-Seven and 8/100 feet (27.08'); thence

South across a way referred to as Summer Street to the northeasterly corner of Tax Map 166-1; thence

Continuing south along the easterly most boundary line of Tax Map 166-1 to a point located at its southeasterly most corner; thence

Continuing due south and parallel with Elm Street to a point located at the northeasterly most corner of Tax Map 166-5; thence

South along the easterly boundary of Tax Lot 166-5 to its southeasterly most corner; thence

South, crossing a way referred to as Green Street and continuing along the easterly boundaries of Tax Lot 166-6, 166-7, 166-8 and 166-9 to a point located on the northerly side line of Grove Street to the point of beginning.

Including all other areas immediately adjacent to the passageway upon which the public may have encroached when using the passageway.

“Elm St. East Back” appears as an unnamed passageway on certain unrecorded versions of the *Amoskeag Plan*, one of which is attached as Exhibit B. Upon information and belief, “Elm St. East Back” has not been dedicated by a plan, referred to expressly in a lot conveyance nor opened, built or used for public travel. RSA 231:51.

Although private railroad siding tracks, which were formerly used to transport goods from merchants located in this area to the main railroad station located on the other side of Elm Street, remain on the ground within the general area of the “passageway”, those tracks are no longer used. In addition, the New Hampshire Department of Transportation has officially confirmed it claims no rights in this area.

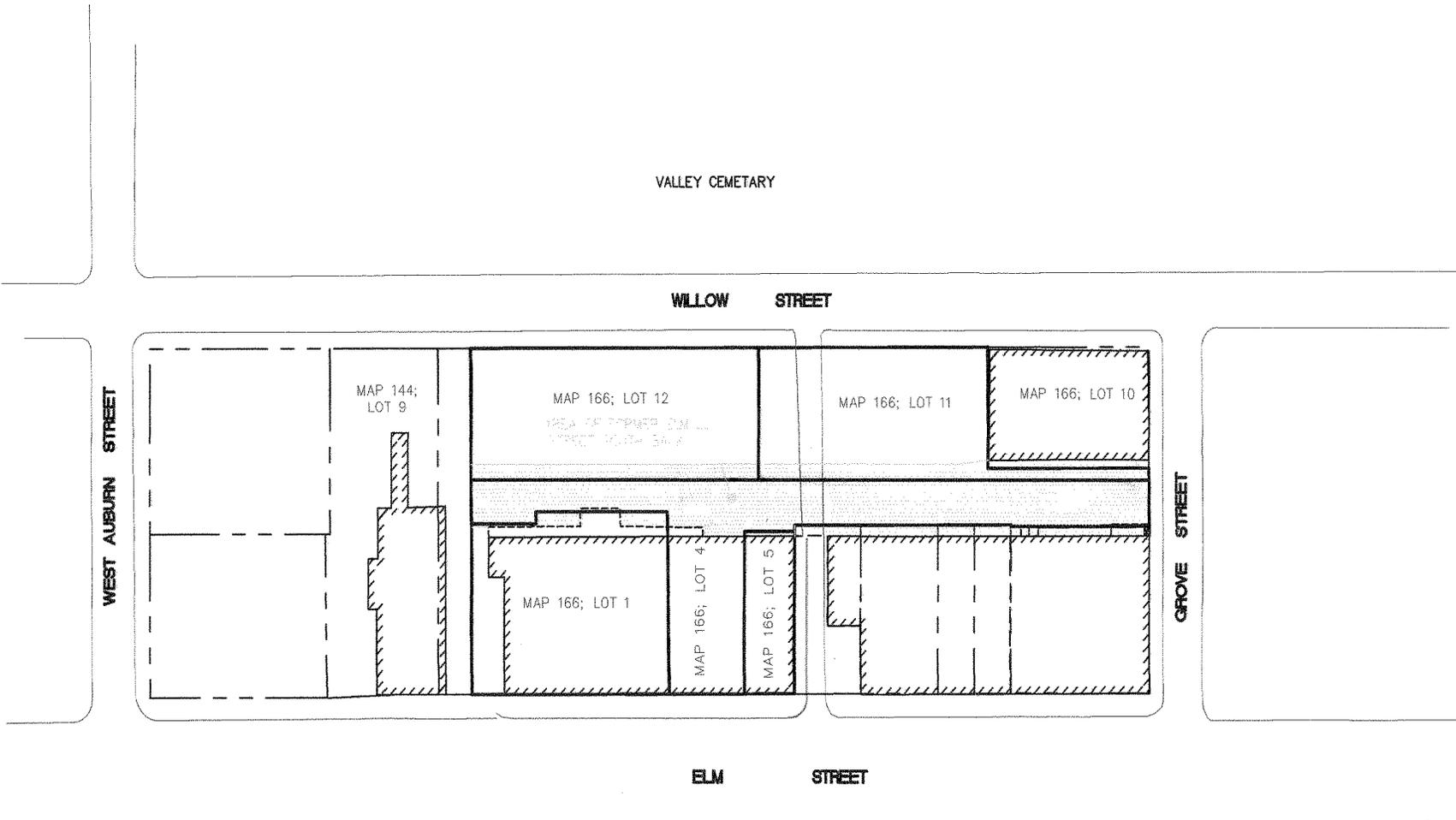
As is the case with other Petitions submitted to the City for Summer Street and Green Street, this Petition to Fully Discontinue “Elm St. East Back” is being submitted to extinguish the cloud created by the suggestion that Green Street is a public way in this area as this could lend itself to all uses typically made of public highways by the public.

For this reason, and to clear the title to its Lots, the Petitioner hereby requests the City fully release and discontinue any and all public rights in this length of Elm St East Back, and abutting areas, as described above.

OAK LEAF HOMES, LLC


Ronald Dupont, Manager Date 1/30/13

EXHIBIT A



VALLEY CEMETARY

WILLOW STREET

WEST AUBURN STREET

GROVE STREET

ELM STREET

MAP 144;
LOT 9

MAP 166; LOT 12
AREA OF FORMER ELM STREET SOUTH BACK

MAP 166; LOT 11

MAP 166; LOT 10

MAP 166; LOT 1

MAP 166; LOT 4

MAP 166; LOT 5

NOTE:

1. THE AREA OF FORMER ELM STREET SOUTH BACK IS APPROXIMATE. THE LIMITS OF PUBLIC USE IS UNCLER.

EXHIBIT PLAN 3

OAK LEAF PROPERTIES. LLC.

MAP 166; LOTS 1, 4, 5, 11, & 12
ELM STREET & WILLOW STREET
MANCHESTER, NEW HAMPSHIRE

PREPARED FOR: DENNIS MIRES, P.A. THE ARCHITECTS 697 UNION STREET MANCHESTER, NH 03104	DATE: JANUARY 24, 2013 PROJECT NO: 12-1022-1 SCALE: 1" = 60' SHEET 3 OF 3
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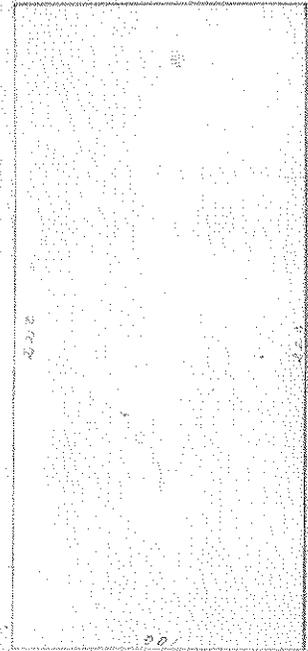
KMA
KEACH-NORDSTROM ASSOCIATES, INC.

Civil Engineering Land Surveying Landscape Architecture
10 Commerce Park North, Suite 3B, Bedford, NH 03110 Phone (603) 627-2881

EXHIBIT B

WILL-OW

20



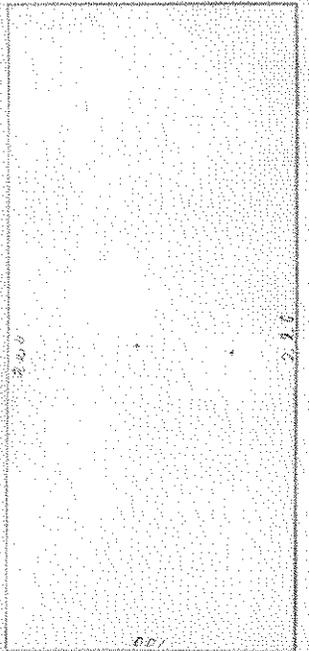
40

22

ST

GREEN

50



40

22

ELM

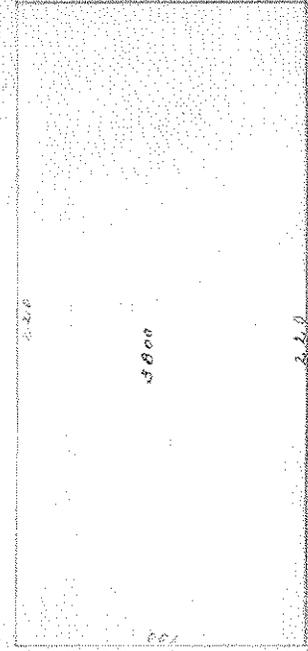
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22

ST



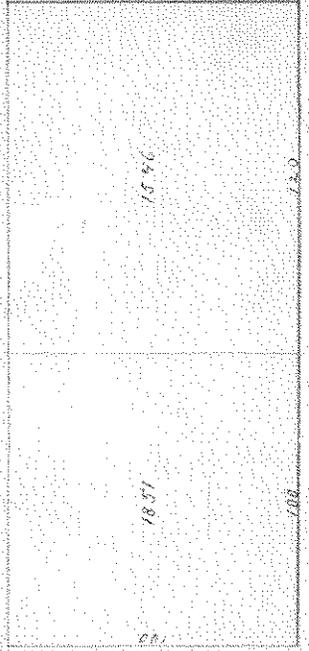
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ST

ORCH

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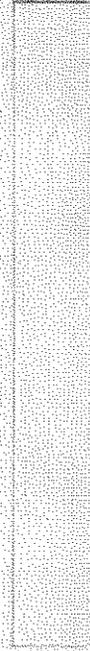
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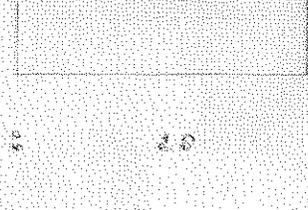
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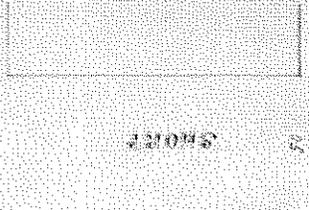
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ELM ST

ELM ST

GROVE ST

325-353

359 365

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383-379

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411-409

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166-9
11130

107

166-6
17667
M-8-2008

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166-4
17614

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166-1
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220

144-9
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ELM ST EAST BACK

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ELM ST EAST BACK

226.08

122.48

166-10
0449

77.15

166-11
17421 +/-

93

166-12
21025

93

582-566

166.44 +/-
584-600

226.08
604-624

25

82.31

WILLOW ST

WILLOW ST

1300

1300

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

The Committee on Community Improvement respectfully advises, after due and careful consideration, that the request for subordination of a City lien totaling \$22,304 on properties at 14-16 Cass Street and 22-24 Cass Street has been received and filed.

(Unanimous vote with the exception of Alderman Gamache who was absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

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

Leon L. LaFreniere, AICP
Director

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

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Jim Roy,
Chairman, CIP Committee

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

Date: February 22, 2013

Re: CIP #610410 Housing Rehabilitation Lead Hazard Reduction Program –
Mortgage Subordination 14-16 & 22-24 Cass Street

William Socha of Dove Tail Properties, LLC has contacted this office to request the subordination of City liens totaling \$22,304 placed upon 14-16 Cass Street and 22-24 Cass Street. The liens were placed due to the use of housing rehabilitation funds being used in the renovation of these properties.

As noted in the attached letter, the requested subordination will allow the developer to use these properties as collateral for a loan to build another building in Manchester. The loan to develop the new property will be secured by four properties. The combined values provided from these properties, together with the value of the new development must be in an amount as not to exceed an aggregate loan to value ratio of seventy five percent. The requested subordination would change the City's mortgage position from first to second. Your review of these documents and a recommendation to the full Board is respectfully requested.



CRAIG,
DEACHMAN
& AMANN

ATTORNEYS AT LAW

W. John Deachman
jdeachman@cda-law.com

February 21, 2013

City of Manchester
Community Improvement Program
c/o Todd Fleming, Sr. Planner
One City Hall Plaza
Manchester, NH 03101

Re 14-16 Cass Street and 22-24 Cass Street, Manchester, NH

Dear Mr. Fleming:

Please be advised that this office represents the interests of Dove Tail Properties, LLC and William R. Socha of 145 Cilley Road, Manchester, New Hampshire. My clients owns two (2) adjacent properties situated at 14-16 Cass Street and 22-24 Cass Street in Manchester (the "Properties"), both of which benefited from the City's Lead Hazard Reduction Demonstration Program (the "LHRD Program"). In accordance with the City's usual practice, the City placed a mortgage on the Properties, copies of which are enclosed for the City's convenience. Other than these mortgages, there is no other debt on the Properties.

My client hopes to use these Properties as collateral for a loan to build another building in Manchester, and accordingly requests that the City's Mortgage Deeds be subordinated to an expected loan from Bank of New England. As the Committee is undoubtedly aware, the LHRD Program mortgages are by their very terms intended to be subordinate to primary financing.

Enclosed herewith is a proposed Subordination of the City's existing Mortgages on the Properties. Would you kindly present this letter and the enclosed proposed Subordination to the CIP Committee for review and approval. I expect that either Mr. Socha or I will attend the Committee Meeting to answer any questions. Once approved, kindly obtain execution of the Subordination, and return the fully executed Subordination to this office for recording.

Should you require additional information in order to process this request, please feel free to contact this office.

Sincerely,

W. John Deachman

WJD:ddb
Enclosures

SUBORDINATION

For value received, **City of Manchester** a body corporate and politic, with an address of One City Hall Plaza, Manchester, County of Hillsborough and State of New Hampshire (“City”), holder of the following security interests from **Dove Tail Properties, LLC**, a New Hampshire Limited Liability Company with offices at 145 Cilley Road, Suite 101, Manchester, County of Hillsborough and State of New Hampshire (“Dove Tail”):

1. City of Manchester Lead Hazard Reduction Demonstration Program Mortgage Deed (the “22-24 Cass Street Mortgage”) in the original principal amount of Eleven Thousand One Hundred Fifty-Two and 00/100 (\$11,152.00) Dollars, dated October 28, 2009 and recorded in the Hillsborough County Registry of Deeds at Book 8327, Page 1527; and

2. City of Manchester Lead Hazard Reduction Demonstration Program Mortgage Deed (the “14-16 Cass Street Mortgage”) in the original principal amount of Eleven Thousand One Hundred Fifty-Two and 00/100 (\$11,152.00) Dollars, dated October, 2009 and recorded in the Hillsborough County Registry of Deeds at Book 8327, Page 1535;

hereby subordinates the 22-24 Cass Street Mortgage and 14-16 Cass Street Mortgage to the lien of:

Mortgage and Security Agreement and a Collateral Assignment of Leases and Rents from **Dove Tail Properties, LLC** to **Bank of New England**, dated on or about the date hereof and recorded, or to be recorded in the Hillsborough County Registry of Deeds, and any and all other collateral documents related to the loan secured thereby.

In all other respects, said 22-24 Cass Street Mortgage and 14-16 Cass Street Mortgage shall remain unchanged.

Executed this ____ day of _____, 2013.

CITY OF MANCHESTER

By:

Theodore Gatsas, Mayor
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledge before me this _____ day of _____, 2013
by Theodore Gatsas, duly authorized Mayor of the CITY OF MANCHESTER, on behalf of same.

Justice of the Peace/Notary Public
My Commission Expires: _____

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the request for subordination of a City lien totaling \$80,200 on property at 129 Amherst Street be approved.

(Unanimous vote with the exception of Alderman Gamache who was absent)

Respectfully submitted,

A handwritten signature in black ink that reads "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

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

Leon L. LaFreniere, AICP
Director

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

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Jim Roy,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP *PLG for WC*
Director, Planning and Community Development

Date: February 25, 2013

Re: CIP #810606 Manchester Historic Association - Mortgage Subordination 129
Amherst Street

The Manchester Historic Association has contacted this office to request the subordination of a City lien totaling \$80,200 placed upon this property. The lien was placed due to the use of Community Development Block Grant (CDBG) Program funds for accessibility renovations to this property. The current balance of the City's loan is \$24,060 and three annual payments remain.

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



BEDFORD • CONCORD • DOVER • MANCHESTER • MILFORD • NASHUA • PORTSMOUTH

February 22, 2013

Alderman Jim Roy
Chairman CIP Committee
1 City Hall Plaza
Manchester, N.H. 03103

Dear Mr. Roy:

Centrix Bank is providing the Manchester Historic Association with an Eight Hundred Twenty Five Thousand Dollar (\$825,000) mortgage on property located at 129 Amherst Street, Manchester, N.H. for the purpose of refinancing their existing first mortgage and interest rate swap currently with Citizens Bank.

In 2006, the City of Manchester, under the Community Improvement Program, provided the Manchester Historic Association with an Eighty Thousand, Two Hundred Dollar (\$80,200) mortgage.

Centrix Bank will close on the first mortgage and after our mortgage is recorded the City of Manchester could record their mortgage, thus placing the City in second position.

Please let me know if the City of Manchester is in agreement with this request.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Wayland C. Elwood". The signature is written in a cursive style with a large initial "W".

Wayland C. Elwood
Vice President

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the request for acceptance of \$42,000 from the NH Housing Finance Authority for CIP project #810713 – Second Street Corridor Grant be approved.
(Unanimous vote with the exception of Alderman Gamache who was absent)

Respectfully submitted,

A handwritten signature in black ink that reads "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

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

Leon L. LaFreniere, AICP
Director

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

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Jim Roy, Chairman
Committee on Community Improvement

From: Pamela H. Goucher, AICP *PHG*
Deputy Director of Planning & Zoning

Date: February 25, 2013

Subject: Second Street Grant

New Funding

Enclosed please find a CIP Budget Authorization Form for the Second Street Grant. As you may recall, the City was successful in securing a Community Planning Grant from the New Hampshire Housing and Finance Authority in the amount of \$42,000. The grant requires in-kind staff hours and a local cash match of \$2,625, which will come from CDBG funds. (Use of CDBG funds for the cash match was presented to the BMA on December 18, 2012 in order for the staff to enter into a contract with NHHFA.)

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

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Amending the FY 2013 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Two Thousand Dollars (\$42,000) for the FY 2013 CIP 810713 Second St. Corridor Grant.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2013 CIP as contained in the 2013 CIP budget; and

WHEREAS, the 2013 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$42,000 from the NH Housing Finance Authority to complete a planning study in the Second Street Corridor area;

NOW, THEREFORE, be it resolved that the 2013 CIP be amended as follows:

By adding:

FY 2013 CIP 810713-Second St. Corridor Grant- \$42,000 Other

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

CIP BUDGET AUTHORIZATION

CIP#: 810713 Project Year: 2013 CIP Resolution: 6/12/2012
 Title: Second St. Corridor Grant Amending Resolution: 3/19/2013
 Administering Department: Planning and Community Development Revision:

Project Description: To develop access management strategies to address road capacity and unsafe traffic conditions along the Second Street corridor and to develop zoning tools to promote new investment and redevelopment along the corridor.

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

Critical Events

1	Program Initiation	3/19/13
2	Program Completion	6/30/14
3		
4		
5		
		6/30/2014

Line Item Budget

	OTHER			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$42,000.00	\$0.00	\$0.00	\$42,000.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$42,000.00	\$0.00	\$0.00	\$42,000.00

Revisions

Comments: Other funds to be received from NH Housing Finance Authority through the NH Community Planning Grant Program-Round 1. Grant requires matching funding of: \$2,625 CDBG to come from CIP #810111 , \$3,937 In-Kind Staff Hours, and \$3,937 Volunteer Hours.

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the request for various CIP project extensions be approved.

(Unanimous vote with the exception of Alderman Gamache who was absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

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

Leon L. LaFreniere, AICP
Director

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

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Jim Roy,
Chairman, CIP Committee

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

Date: March 4, 2013

Re: CIP Project Extensions

Please accept this request to extend the following CIP Projects until June 30, 2013:

- 511607 - Bass Island Flood Damage Stabilization Project (Balance: \$378,425.10)
- 5109G7 – Parks Improvement Program (Balance: \$3,623.68)
- 511110 – Rockingham Recreational Trail (Balance: \$17,376.64)
- 510011 – recreational Trail Contribution (Balance: \$150,000)

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

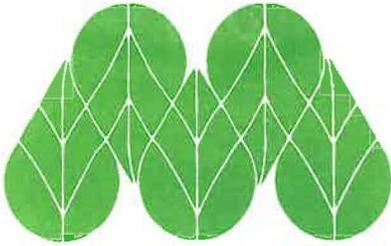
The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the communication from the Library Director requesting that the Accounting Technician position be upgraded to an Accounting I position be approved.

(Unanimous vote with the exception of Aldermen Levasseur and Greazzo who were absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



**City of Manchester
City Library**

Carpenter Memorial Building
405 Pine Street
Manchester, New Hampshire 03104-6199
(603) 624-6550

Denise M. van Zanten
Library Director

Dee Santoso
Deputy Library Director



Chairman William Shea
Human Resources and Insurance Committee
Board of Mayor and Aldermen
One City Hall Plaza,
Manchester, New Hampshire 03101

February 20, 2013

Dear Chairman Shea,

I am proposing a change in our library staff complement to better reflect our financial and operational procedures. My goal is to upgrade the Accounting Technician position to an Accountant I as defined by the city's current job descriptions. Ms. Fran Ryan, our Accounting Technician, and I have completed the position review process with Human Resources. After reviewing our documentation and conducting the desk audit Human Resources agrees that the person in this position is currently performing the duties of an Accountant I and is supportive of my request.

The cost associated with this upgrade to an Accountant I, based on the current staff member, would be approximately \$5,600 per year. The employee would then be at the top of the new pay grade and would only be eligible for longevity and cost of living increases going forward. The Trustees also support this request and we will be able to absorb this change in our current operating budget.

I look forward to discussing this request with the committee in the near future.

Sincerely,

Denise M. van Zanten
Library Director

cc: Joanne Barrett, Chair, Manchester City Library Board of Trustees

Jane Gile
Human Resources Director



CITY OF MANCHESTER

Human Resources Department

February 21, 2013

William Shea, Chair
Human Resources and Insurance Committee
One City Hall Plaza
Manchester, NH 03101

RE: Library Accounting Technician Audit

Dear Chair Shea:

At the request Denise van Zanten, Library Director, the HR Analyst conducted a review and analysis of the job duties and responsibilities of the Library's sole Accounting Technician (Class Specification 2020, Grade 14) position to determine if the duties being performed and the responsibilities being exercised by the current Accounting Technician align with the current classification or whether the position needs to be upgraded in order to adequately comply with the level of work being performed.

Written documentation was forwarded to HR by the Library Director followed by an interview with the Director to review the documentation. The HR Analyst met with the employee in the position, conducted a detailed desk audit of her current job functions, duties and responsibilities, as well as an analysis of her experience, knowledge and skills.

The audit findings confirm that the incumbent is performing the duties and has the responsibilities that are consistent with an Accountant I. The audit also confirms that the incumbent meets the job requirements for Accountant I. Therefore, based on the findings, the Library's complement needs to reflect the position as an Accountant I and the incumbent compensated accordingly.

HR recommends the Library's Accounting Technician, grade 14, be upgraded to an Accountant I (Class Specification 2030, grade 16).

Respectfully submitted,

Jane E. Gile, SPHR
Human Resources Director

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

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



City of Manchester, New Hampshire

Class Specification

This is a class specification and not an individualized job description. A class specification defines the general character and scope of responsibilities of all positions in a job classification, but it is not intended to describe and does not necessarily list every duty for a given position in a classification.

Class Title	Accounting Technician
Class Code Number	2020-14

General Statement of Duties

Performs budget preparation, administration and related accounting duties; performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to ensure accurate data compilation, budget preparation and related accounting functions are performed within a City Department. The work is performed under the supervision and direction of an assigned supervisor but considerable leeway is granted for the exercise of independent judgement and initiative. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other City employees, outside auditors, vendors, business organizations and the public. The principal duties of this class are performed in a general office environment.

Examples of Essential Work (Illustrative only)

- Prepares an annual budget, portion of a budget or divisional representation of a budget, including preparing proposals, analyzing data, allocating priorities, gathering input from key departmental personnel and documenting all decision making;
- Monitors and prepares specialized reports relating to cost accounting procedures;
- Posts and balances general and subsidiary accounts;

- Audits, computes and records financial transactions;
- Posts budget adjustments;
- Reviews and approves of purchase requisitions for goods and services, including conducting cost feasibility studies and making recommendations to Department Head;
- Supervises accounting personnel in accounts processing and purchasing activities;
- Prepares specifications for the purchase of goods and services;
- Monitors financial accounts reports for accuracy;
- Prepares budget adjustments and determines accounts to be utilized;
- Compiles data, assembles using spreadsheets or related computer applications and publishes reports on specialized Departmental operations as requested;
- Performs grant administration as requested;
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions;
- Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Responds to citizens' questions and comments in a courteous and timely manner;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Performs other directly related duties consistent with the role and function of the classification.

**Required Knowledge, Skills and Abilities
(at time of appointment)**

- Thorough knowledge of Generally Accepted Accounting Principles;
- Thorough knowledge of current principles and procedures involved in purchasing within a municipality;
- Substantial knowledge of financial office procedures and practices;
- Substantial knowledge of the functions of government in a municipality;
- Substantial knowledge of accounts payable and payroll processes;
- Substantial knowledge of budget preparation within a municipality;
- Ability to interpret accounting reports and records and to analyze accounting data for control and reporting purposes;
- Ability to handle confidential and administrative information with tact and discretion;
- Ability to supervise, train and evaluate the work of others;
- Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language;
- Ability to understand and follow oral and/or written policies, procedures and instructions;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;

- Ability to operate or quickly learn to operate a personal computer using standard or customized software applications appropriate to assigned tasks;
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Graduation from an accredited college or university with an Associate's Degree in Accounting; and
- Some experience in Accounting operations within a municipality; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

Required Special Qualifications

- None.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to review a wide variety of written material in both electronic and hardcopy;
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate a personal computer and related equipment;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to function within the general office environment.

Approved by: _____ Date: _____



City of Manchester, New Hampshire

Class Specification

This is a class specification and not an individualized job description. A class specification defines the general character and scope of responsibilities of all positions in a job classification, but it is not intended to describe and does not necessarily list every duty for a given position in a classification.

Class Title	Accountant I
Class Code Number	2030-16

General Statement of Duties

Performs technical accounting, financial recording and analysis duties; performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to oversee financial operations within an assigned area of a City Department. The work is performed under the supervision and direction of assigned financial or administrative personnel but considerable leeway is granted for the exercise of independent judgement and initiative. Supervision may be exercised over the work of employees in the class of Accounting Technician, Accounting Specialist I and/or Accounting Specialist II. This class is distinguished from the class of Accounting Technician by the performance of full monitoring and financial oversight responsibilities. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other City employees, outside auditors, business organizations and the public. The principal duties of this class are performed in a general office environment.

Examples of Essential Work (illustrative only)

- Prepares specialized technical accounting reports, including Balance Sheets, Income Statements, Statement of Cash Flows and related;

- Reviews and audits postings to the general ledger, balancing and proofing monthly;
- Performs account reconciliation's and related analyses
- Prepares monthly journal entries, posting and reviewing entries;
- Reviews and verifies the accuracy of transactions and accounting classifications assigned to various records;
- Interfaces with outside auditors to obtain and compile the information needed to expedite the annual audit process;
- Makes year end audit adjustment entries;
- Maintains and implements internal controls on computer-based general ledger;
- Ensures that accounting systems are operating correctly, correcting wrong entries and investigating and resolving system problems as they occur;
- Installs and maintains systems as adopted by the Board of Mayor and Alderman to monitor budgets, spending practices, purchasing controls, and revenues collected;
- Balances grant revenue and expenditures, reporting compliance to state and federal agencies;
- Audits account receivable processes and collected amounts;
- Develops appropriate financial control reports for the Department;
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions;
- Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Responds to citizens' questions and comments in a courteous and timely manner;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Performs other directly related duties consistent with the role and function of the classification.

Required Knowledge, Skills and Abilities
(at the time of appointment)

- Thorough knowledge of Generally Accepted Accounting Principles;
- Thorough knowledge of financial office procedures and practices;
- Thorough knowledge of the functions of government in a municipality;
- Thorough knowledge of accounts payable and payroll processes;
- Thorough knowledge of budget preparation within a municipality;
- Ability to interpret accounting reports and records and to analyze accounting data for control and reporting purposes;
- Ability to handle confidential and administrative information with tact and discretion;
- Ability to supervise, train and evaluate the work of others;

- Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language on municipal fiscal operations;
- Ability to understand and follow oral and/or written policies, procedures and instructions;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to operate or quickly learn to operate a personal computer using standard or customized software applications appropriate to assigned tasks;
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Graduation from an accredited college or university with a Bachelor's Degree in Accounting; and
- Some experience in Accounting, preferably within a municipality; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

Required Special Qualifications

- None.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to review a wide variety of written material in both electronic and hardcopy;
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate a personal computer and related equipment;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to function within the general office environment.

Approved by: _____ Date: _____

Library

Accounting Technician I

GRADE 14	Ex	34,170.36	35,195.47	36,251.32	37,338.85	38,459.01	39,612.78	40,801.18	42,025.23	43,285.97	44,584.55	45,922.05	47,299.74	48,718.74
(6L0)	H	16.41	16.92	17.45	17.96	18.48	19.04	19.63	20.20	20.82	21.44	22.10	22.76	23.45
	O	24.615	25.380	26.175	26.940	27.720	28.560	29.445	30.300	31.230	32.160	33.150	34.140	35.175

Accountant I

GRADE 16	Ex	39,121.63	40,295.27	41,504.13	42,749.23	44,031.73	45,352.67	46,713.26	48,114.66	49,558.09	51,044.85	52,576.19	54,153.47	55,778.07
(6N0)	H	18.82	19.38	19.99	20.57	21.19	21.82	22.47	23.13	23.85	24.57	25.30	26.06	26.84
	O	28.230	29.070	29.985	30.855	31.785	32.730	33.705	34.695	35.775	36.855	37.950	39.090	40.260

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

The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the communication from the Water Works Director requesting that the Watershed Patrolman I be classified at pay grade 15 be approved.

(Unanimous vote with the exception of Alderman Levasseur who was absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



MANCHESTER WATER WORKS

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

BOARD OF WATER COMMISSIONERS

PAUL G. LESSARD
President

KIMBERLEY L. GRISWOLD
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MATTHEW GREENWOOD
CLIFF HURST

Ex Officio
HON. THEODORE L. GATSAS
Mayor

DAVID PARIS
Director

February 19, 2013

Alderman William Shea, Chairman
Human Resources and Insurance Committee
One City Hall Plaza
Manchester, NH 03101

RE: Classification of Water Shed Patrolman I

Dear Alderman Shea;

I would respectfully request that the HRIC establish the position referenced above as a Grade 15 position within the City of Manchester's classification and pay schedule.

Since the position was originally classified under the original Yarger Decker (Y-D) process, there has been confusion and misunderstanding regarding the pay grade. An error in posting at the time the job was initially classified resulted in the job being filled at a pay grade 16 level. As it is now vacant and at my request, HR has taken a fresh view of the job and scored it based on the Y-D rating scale. They have confirmed that it qualifies as a pay grade 15.

Thank you for your consideration of this request.

Sincerely,


David Paris
Director

DP:cd

cc: Jane Gile, Human Resources Director

Jane Gile
Human Resources Director



CITY OF MANCHESTER
Human Resources Department

February 25, 2013

William Shea, Chair
Human Resources and Insurance Committee
One City Hall Plaza, Manchester, NH 03101

RE: Water Shed Patrolman I

Dear Chair Shea:

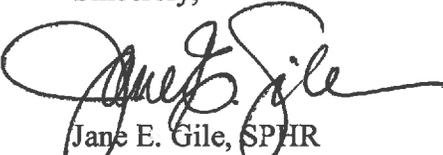
Attached you will find the job classification for the position of Water Shed Patrolman I. This position recently was scored and placed at a grade 15 on the city of Manchester pay scale.

The Committee is being asked to allocate the position as a grade 15 on the Yarger Decker scale. There have been discrepancies noted in the past as to the correct grade assignment. In order to avoid any potential future debate regarding this classification, HR has conducted its review and based on its findings, the position is scored as a grade 15.

Due to confusion early on (subsequent to Yarger Decker), the incumbent in the position was paid at a grade 16, rather than a grade 15. The incumbent was recently promoted to Water Shed Patrolman II, grade 17, which leaves the Patrolman I position vacant.

In order to clarify the correct placement on the salary scale, prior to recruitment and before filling the position, it is respectfully requested that class specification for Water Shed Patrolman I be approved as a grade 15.

Sincerely,


Jane E. Gile, SPHR
Human Resources Director



City of Manchester, New Hampshire

Class Specification

This is a class specification and not an individualized job description. A class specification defines the general character and scope of responsibilities of all positions in a job classification, but it is not intended to describe and does not necessarily list every duty for a given position in a classification.

Class Title	Watershed Patrol Officer I
Class Code Number	4050-15

General Statement of Duties

Patrols assigned areas within the City's watershed to ensure compliance with environmental regulations; performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to prevent contamination of the City's watershed. The work is performed under the supervision and direction of the Water Patrol Officer II but considerable leeway is granted for the exercise of independent judgement and initiative. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other City employees, representatives of the Manchester Police Department and other area Police Departments, and the public. The principal duties of this class are performed in both an indoor and outdoor work environment in the course of patrol duties with the potential for personal danger.

Examples of Essential Work (illustrative only)

- Patrols watershed areas and monitors activity to identify violations of applicable watershed protection, environmental and trespassing law and takes appropriate actions to deal with the situation, including making arrests and charging a suspect, issuing citations, issuing written warnings or rectifying the situation through a dialogue with all parties involved as warranted;

- Performs inspections of commercial and industrial sites to ensure compliance with State environmental regulations, notifies proprietors of deficiencies and recommends corrective action;
- Inspects septic systems to determine system adequacy;
- Enforces all watershed protection traffic laws, boating, forestry, and fish and game, and issues citations for violations;
- Performs routine maintenance on waterworks property and structures, including brush removal, letter collection, and painting;
- Takes water samples;
- Responds to calls and/or complaints from citizens, involving arriving at the scene, taking statements from all parties involved, identifying a violation if one exists, and taking appropriate arrest and/or citation steps as the situation warrants;
- Maintains a highly visible presence within assigned areas for the purpose of deterring crime as possible, maintaining good community relations and providing an identifiable source for citizens to go to for assistance, guidance, protection and service;
- Performs a daily activity of public relations through speaking with citizens, responding to their needs as possible and explaining through actions and words the goals and purposes of applicable environmental regulations;
- Informs Water administrative personnel immediately of any situation which appears to be out of the ordinary;
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions;
- Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Responds to citizens' questions and comments in a courteous and timely manner;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Performs other directly related duties consistent with the role and function of the classification.

Required Knowledge, Skills and Abilities
(at time of appointment)

- Substantial knowledge of local, State and Federal laws as applicable to environmental law enforcement;
- Substantial knowledge of current law enforcement practices and methods;
- Substantial knowledge of related law enforcement equipment;
- Ability to work in situations involving confusion and potential danger to oneself, citizens or another Officer and to make quick decisions which secure the safety of all individuals involved;
- Ability to use good judgement regarding the use of force;

- Ability to command authority from members of the public through a calm demeanor and appropriate actions;
- Ability to quickly learn the policies and procedures of assigned Department;
- Ability to quickly learn the geographical layout of the watershed;
- Ability to perform basic first aid procedures;
- Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language;
- Ability to understand and follow oral and/or written policies, procedures and instructions;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to operate a patrol boat, ATV, and motorcycle;
- Ability to operate or quickly learn to operate a personal computer using standard or customized software applications appropriate to assigned tasks;
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Graduation from High School or possession of a GED, preferably supplemented by some additional training in biology, environmental sciences, law enforcement or related; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

Required Special Qualifications

- Twenty-one years of age;
- Ability to pass a background check;
- Ability to pass a drug test;
- Valid Driver's License (passenger and motorcycle);
- Licensed Part-Time Police Officer (within 1 year)

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively;

- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to observe community activities in the course of law enforcement duties;
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate equipment and detain individual as necessary;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to patrol assigned areas.

Approved by: BMA Date: April 4, 2000

**Water
Water Shed Patrolman I**

GRADE 15 (6M0)	Ex	H	O
36,562.26	37,659.14	38,788.91	39,952.58
17.58	18.10	18.64	19.23
26.370	27.150	27.960	28.845
39,121.63	40,295.27	41,504.13	42,749.23
18.82	19.38	19.99	20.57
28.230	29.070	29.985	30.855
41,151.15	42,385.69	43,657.26	44,966.99
19.80	20.40	21.01	21.62
29.700	30.600	31.515	32.430
44,031.73	45,352.67	46,713.26	48,114.66
21.19	21.82	22.47	23.13
31.785	32.730	33.705	34.695
46,315.99	47,705.47	49,136.62	50,610.72
22.28	22.95	23.63	24.33
33.420	34.425	35.445	36.495
49,558.09	51,044.85	52,576.19	54,153.47
23.85	24.57	25.30	26.06
35.775	36.855	37.950	39.090
52,128.03	55,778.07		
25.07	26.84		
37.605	40.260		

WaterShed Patrolman II

GRADE 16 (6N0)	Ex	H	O
39,121.63	40,295.27	41,504.13	42,749.23
18.82	19.38	19.99	20.57
28.230	29.070	29.985	30.855
41,151.15	42,385.69	43,657.26	44,966.99
19.80	20.40	21.01	21.62
29.700	30.600	31.515	32.430
44,031.73	45,352.67	46,713.26	48,114.66
21.19	21.82	22.47	23.13
31.785	32.730	33.705	34.695
46,315.99	47,705.47	49,136.62	50,610.72
22.28	22.95	23.63	24.33
33.420	34.425	35.445	36.495
49,558.09	51,044.85	52,576.19	54,153.47
23.85	24.57	25.30	26.06
35.775	36.855	37.950	39.090
52,128.03	55,778.07		
25.07	26.84		
37.605	40.260		

UNITED STEELWORKERS OF AMERICA, LOCAL 8938

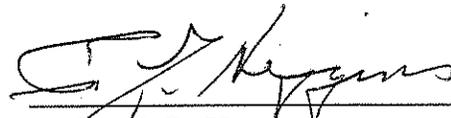
AND

MANCHESTER WATER WORKS

CASE NO. M-0545:29 (ARBITRATION/MICHAEL HOWE)

AWARD OF ARBITRATOR

That the Water Works did violate Section 7.1 when it failed to recognize Grade 16 as "...the grade recommended by the Yarger Decker study..." for the Watershed Patrol Officer I position occupied by Mr. Howe. As remedy, the Water Works will make Mr. Howe whole by paying him the difference between the compensation he has received and that associated with Grade 16, retroactive to the date that other "...grade(s) recommended by the Yarger Decker study..." under this contract were implemented.


Richard G. Higgins
Arbitrator

Dated: October 8, 2001

UNITED STEELWORKERS OF AMERICA, LOCAL 8938

AND

MANCHESTER WATER WORKS

CASE NO. M-0545:29 (ARBITRATION/MICHAEL HOWE)

Hearings were held in the above-referenced case on August 16, 2000, July 25 and July 31, 2001. The hearings were conducted under the rules and auspices of the New Hampshire Public Employee Labor Relations Board. A post-hearing brief was submitted by each party.

Appearances for Parties: Vincent A. Wenners, Jr., Esq.
For the Union

David A. Hodgen
Chief Negotiator
For the City

THE ISSUE

At the arbitration hearing, the parties stipulated that the Issue in dispute is as follows:

Did the Manchester Water Works violate Section 1.1, 7.1, or 36.2 when it placed Michael Howe in pay grade 15?

If so, what shall the remedy be?

(Joint Exhibit 1)

RELEVANT CONTRACTUAL PROVISIONS

ARTICLE 1

RECOGNITION

1.1 The Board of Water Commissioners and the City of Manchester, NH recognize the United Steelworkers of America, in behalf of its affiliated Local 8938, as the exclusive representative of the bargaining unit as defined below for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment, other than those managerial policies included under RSA 273-A:1:XI as follows: The phrase "managerial policy within the exclusive prerogative of the public employer" shall be construed to include but shall not be limited to the functions, programs and methods of the public employer, including the use of technology, the public employer's organizational structure, and the selection, direction and number of its personnel so as to continue public control of governmental functions.

* * * * *

ARTICLE 7

WAGES

7.1 Effective July 1, 1999 or date of ratification whichever is later, bargaining unit members will be placed on the included pay matrix at the grade recommended by the Yarger Decker study and step just above current base pay. (See salary schedule attached and made part of this agreement).

* * * * *

ARTICLE 29

GRIEVANCE PROCEDURE

* * * * *

29.4 (a) SELECTION OF AN ARBITRATOR

(c) COSTS OF ARBITRATION

The expenses of the Arbitrator shall be assessed to the losing party, who shall be designated by the Arbitrator. This provision shall expire on the last day of this Agreement unless it is mutually agreed to continue beyond that date. If there is no mutual agreement, then this article shall revert to the previous

provision to equally share the expenses of the Arbitrator. Each party shall pay the expenses of its own witnesses who are not City employees who are called to testify.

* * * * *

ARTICLE 36

STABILITY OF AGREEMENT

36.1 Should any article, section or portion thereof, of this Agreement be declared invalid because it is in conflict with a Federal or State Law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or portion thereof, specified in the decision provided. However, that all other provisions of this Agreement and application thereof shall remain in full force and effect.

THE DISPUTE

As of 1997, the City of Manchester had over one-half dozen Collective Bargaining Agreements with various Unions/Associations, including the United Steelworkers of America, Local 8938. In 1997, the City contracted with Yarger Decker & Associates for that firm to perform a Position Classification and Compensation Study. One of the goals of that Study was to "replace(s) the City's numerous separate pay schedules with a single consolidated pay schedule so that all employees...are assigned to the same pay schedule for easier pay comparisons and payroll administration...." (Employer Exhibit 11, page 1 of 3)

Both parties are in agreement that one element of the above-referenced Study was for the individual employee occupying a particular classification/position to fill out a questionnaire related to the duties and responsibilities of that position. Apparently, Yarger Decker (hereinafter YD) would utilize the information contained in those questionnaires, and other resources, to determine an appropriate grade for said position on the new consolidated schedule.

The Water Supply Division of the Manchester Water Works, prior to YD, contained a variety of positions, including two which were designated as the Senior and the Junior Watershed Maintenance & Patrol Officer classification

(hereinafter WMPO). At the time the questionnaires were sent out, only the Senior WMPO position was occupied, and the incumbent was Mr. Gary Sandstrom. Both parties to this case acknowledge that the position of Senior WMPO had certain "supervisory" responsibilities over the Junior WMPO position. Mr. Sandstrom filled out his YD questionnaire. No such questionnaire was filled out with respect to the Junior WMPO position. Apparently, as a result of these facts, YD recommended that both the Senior and Junior WMPO have the same grade on the new consolidated schedule. YD recommended Grade 16 for both positions.

Employer Exhibit 11 is a November 3, 1998 memorandum from Deputy City Clerk Carol A. Johnson to the Board of Mayor and Aldermen entitled "Yarger Decker Classification and Compensation Study." That memorandum transmitted a number of items, including the Study's "Major Recommendations," as well as a "New section for appeals process as requested by BMA at previous meeting (Section 12)." At least half of the hearing time in these arbitration proceedings was devoted to testimony and submission of exhibits relating to this "appeal" process. Both parties presented testimony on which entity it believed had jurisdiction over appeals at any particular time during calendar year 1999. It would create a document of unmanageable length for this Arbitrator to attempt to summarize the entire presentation of the parties on the issue of which entity possessed jurisdiction over appeals at various points in 1999. In this section of this document, I will make reference to certain elements of that disagreement and reserve to the "Discussion" section an in-depth analysis of the question *if, and only if*, I find it essential to rule on that question in order to resolve this case.

In March 1999, Director of the Manchester Water Works, Thomas M. Bowen, wrote a memorandum to City Human Resources Director Mark Hobson entitled "Watershed Patrol Officer Position." That memorandum enclosed a March 2, 1999 memorandum from Mr. Gary Sandstrom who, as noted above, occupied and filled out the questionnaire related to the Senior WMPO position. In his memorandum, Mr. Sandstrom made the case for the Senior position having a higher grade than the Junior position, now to be known as Watershed Patrol Officer. In his memorandum, Joint Exhibit 6, Director Bowen recommended "...that the position of Sr. Watershed Patrol Officer be changed to Watershed Patrol Officer II at a grade 17...position of Watershed Patrol Officer I be established...at a proposed grade of 15." (Joint Exhibit 6)

Steelworkers Local 8938 President Michael Roche testified that during 1999 he was a member of both the YD Project Oversight Committee, as well as the Special Appeals Committee. Mr. Roche testified that the SAC "decided" that both Mr. Sandstrom and Michael Howe "should both stay at a grade 16."

It should be noted at this point that Michael Howe was placed into the Junior WMPO position after the questionnaires discussed above had been submitted. Union President Roche testified that in June 1999 the Special Appeals Committee completed its activities for 1999. He testified that "...everyone was frozen until January of 2000." Union President Roche testified that at the time all persons were "frozen," Mr. Howe's position was considered by the SAC to be a "Grade 16." President Roche testified further that it was not until sometime in December 1999 that he learned the City considered Mr. Howe's position to be a Grade 15.

The City had a very different position as to the jurisdiction/authority over appeals and changes which occurred in that jurisdiction after January 1999. Employer Exhibit 12 is a May 20, 1999 memorandum from Deputy City Clerk Johnson to the Committee on Human Resources/Insurance, which is a Committee within the overall Board of Mayor and Aldermen. The City points to that document, and a number of other exhibits, to establish what it asserts was the jurisdiction of the Committee on Human Resources/Insurance over appeals. It is the City position that this Committee had authority to rule on appeals and that said authority was unaffected by the "freeze" which Union President Roche asserted was the status of all grade appeals between June 1999 and January 2000. The City asserts that the Committee on Human Resources/Insurance (hereinafter HRIC) not only possessed, but exercised, its authority to rule upon appeals.

Employer Exhibit 6 is an August 6, 1999 memorandum from Human Resources Director Hobson to Waterworks Director Bowen concerning a number of "appeals" to YD grade assignments within the Water Works. At paragraph two, Mr. Hobson states in pertinent part, "Therefore, I agree with creating a new position classification titled Water Patrol Officer II, Grade 17, based on these supervisory duties. I also recommend adding the title of Water Patrol Officer I, Grade 16. These position classifications were an obvious oversight of the Yarger Decker study." (Employer Exhibit 6) The Arbitrator notes that on Employer Exhibit 6 there are a number of handwritten entries, including the number "16" being lined through and a handwritten "15" placed underneath the typed "16." Mr. Bowen testified that all of the handwriting on Employer Exhibit 6 is that of Human Resources Director Hobson, who authored the underlying typed memorandum.

Employer Exhibit 7 is also dated August 9, 1999, and is a memorandum from Human Resources Director Hobson to the "Honorable Members of the Human Resources and Insurance Committee" and is entitled "YDM Outstanding Appeals." It states in its opening paragraph, "At this point in the appeals process, the regulations state that the Department Head, the Mayor,

the Human Resources Director and the Human Resources and Insurance Committee are responsible for processing appeals. Below is a summary of the appeals letters. I ask the committee to approve **only** those appeals that are recommended by the Department Head and approved by the Human Resources Director." (Employer Exhibit 7)

Under the heading "Water Works," Employer Exhibit 7 contains four entries. The second entry states: "2. Gary Sandstrom, currently Grade 16, Water Patrol Officer, to a new position classification of Water Patrol Officer II, Grade 17. Upgrade recommended by Department Head and approved by Human Resources Director." (Employer Exhibit 7)

Employer Exhibit 7, quoted just above, made no mention of Michael Howe, an appeal by Michael Howe, nor the position of Water Patrol Officer I.

Union Exhibit 2 is "a True Copy of excerpts of a meeting of the committee on Human Resources/Insurance held on 8/17/99." (Union Exhibit 2) At page 16 of those "excerpts," the HRIC began consideration of a "communication from the Human Resources Director submitting a summary of appeals letters...." (Union Exhibit 2) Those "excerpts" then go on to list six names from Water Works, which include the five names mentioned under "Water Works" in Employer Exhibit 7, as well as a Mr. David Miller. Page 16 of Union Exhibit 2 makes no mention of Mr. Howe. On page 21, a motion was made by Alderman Shea to, in part, "...upgrade Gary Sandstrom to a Water Patrol Officer II, Grade 17..." That motion contained no reference to either Mr. Howe nor the WPO I position. The motion "carried." The next entry in Union Exhibit 2 is a statement that "Mr. Bowen asked for clarification on the Watershed Patrol Officer." Union Exhibit 2, at page 21, goes on to state that "Mr. Hobson stated he is talking about my letter, which basically says that we should create a Grade 16 and Grade 17 and Tom (Director Bowen) had said 15 and 17." A discussion ensued, and at one point Mr. Bowen restated his recommendation that the WPO I position should be a "Grade 15." A motion was made "...to approve the creation of a job classification of Water Patrol Officer I, Grade 15." The motion "carried."

As has been alluded to above, the Union and the City are diametrically opposed to the effectiveness of the 8/17/99 action by the HRIC. The City asserts that the Committee's action was a valid exercise of its authority over the appeals process, and as of that vote the WPO I position was assigned a Grade 15. The Union, by contrast, contends that as of June, all positions which had been addressed through the appeals process were "frozen" in their June status, which the Union asserts was Grade 16 for Mr. Howe's position.

While the 1999 appeals process was proceeding, the Union and the City were engaged in negotiations for a successor Collective Bargaining Agreement. Union President Roche testified that these negotiations followed a new pattern wherein there was "collaborative" bargaining between the City and a number of Unions on certain contract items, with separate face-to-face negotiations between particular Bargaining Units and the City on issues unique to that Bargaining Unit. Both parties acknowledge that there was a negotiation session between Local 8938 and the City on August 27, 1999.

Director Bowen testified that during the negotiation session on August 27, 1999, he informed the Union of what had occurred with respect to Mr. Howe and Mr. Sandstrom at the August 17, 1999 HRIC meeting.

Employer Exhibit 8 is a portion of a spreadsheet which Director Bowen testified he had prepared in various forms for the parties to utilize concerning their "parochial" negotiations on the subject of Article 1.2 (i.e., who would be included in the Bargaining Unit). On Employer Exhibit 8, "Grade 16" appears next to both Mr. Sandstrom's name and next to Mr. Howe's name. That figure, "16," has a pencil line through it next to each name and a "17" and a "15" are handwritten in pencil next to Mr. Sandstrom's and Mr. Howe's names respectively. Union Exhibit 3 is a document entitled "City Proposal to Modify Article I Revised 8/27/99." It contains two separate lists of positions under headings of "Affiliated" and "Non-Affiliated." The spreadsheet format in Union Exhibit 3 does not contain employee names and/or grades. Director Bowen testified that it was his recollection that both Employer Exhibit 8 and Union Exhibit 3 were provided to the Union on August 27, 1999 during negotiations. Mr. Bowen testified as follows:

Q: I believe you testified that on two occasions in parochial bargaining sessions you notified the Union of something to do with the appeals status of Howe's position, namely April 21 and August 27?

A: Yes. There was not negotiation on those issues. There was discussion with regard to the Article in the Contract and we were giving the Union, back and forth, copies of that spreadsheet that I had worked up that showed them kind of the current status of the appeal, and there was negotiation primarily with regard to the inclusion in the bargaining unit or outside the bargaining unit...

* * * * *

Q: You have both documents (Employer Exhibit 8 and Union Exhibit 3) in front of you now, and if Mike (Roche) were to say that it was the document with

the date of 8/27 (Union Exhibit 3) that he received from you at that meeting and not the document marked as Employer #8, would you agree, disagree, or not take a position?

A: Well, I would agree that this was probably given (Union Exhibit 3) but I would also offer that this information was also provided.

* * * * *

Q: Now the pencil notes on your Employer 8, does this come from your negotiation file or some other file?

A: No it does not.

* * * * *

Q: Do you have any notes of what you believe you told the Union on August 27?

A: Do I have any notes with me? No I do not.

Q: Are you sure that you told them there had been an appeal hearing at the (HRIC) regarding Mr. Howe and Mr. Sandstrom?

A: Yes it's my recollection that was discussed.

Q: And if Mike (Roche) and the others were to testify that they don't recall that it would be a test of recollections?

A: That's correct.

* * * * *

Q: Are you really sure that at the meeting on the 27th, sure to a certainty, that you told the Union you had an appeal hearing and Howe was reduced from a pay grade 17 (16?) to a 15?

A: I have a fairly good certainty.

Union President Roche testified that Director Bowen did not tell him at the August 27th negotiating session that the HRIC had changed Mr. Sandstrom's and Mr. Howe's Grade 16 to a Grade 17 and a Grade 15 respectively. He testified that the first time he learned of the HRIC action was in December 1999. Director Bowen testified that, in addition to informing the Union at the August 27th negotiating session of the HRIC action, he, on a

separate occasion, informed Mr. Howe of the HRIC action. Mr. Howe did not testify at the arbitration hearing.

Both Director Bowen and Union President Roche testified concerning Union Exhibit 1. Union Exhibit 1 is entitled "Manchester Water Works Fiscal Budget—payroll summary For the year ended December 31, 2000." In the upper right-hand corner it contains handwriting "Rev. 11-4-99." The document contains a column on the left containing Department employees arranged alphabetically. The next column to the right contains the employees' Grade 1—Jan. In the column to the right of Mr. Sandstrom's name, there is a "17." In the column to the right of Mr. Howe's name, there is a "16." Union President Roche testified that, as part of his preparations for the contract "ratification" process, he asked for a list of employees and their associated "grade." He testified that without such a spreadsheet it would have been impossible for the Union to know the outcome of the Yarger Decker process. Director Bowen testified as follows concerning Union Exhibit 1:

Q: Was Union Exhibit 1 prepared so that your board could rely on it for the budget?

A: Yes.

Q: And when the union asked for something to rely on for negotiations and ratification you gave it to them to rely on?

A: Yes.

Union President Roche testified that on December 22, 1999, the day after the Board of Mayor and Aldermen ratified the contract, he had a discussion with Director Bowen during which Director Bowen informed him that Mr. Howe was actually at Grade 15. He testified that Mr. Bowen asked him if he had attended the HRIC meeting in August at which this occurred and that he, Mr. Roche, responded that he had not been present. President Roche testified that December 22, 1999 was the first time he learned that the City believed Mr. Howe was actually a Grade 15 rather than a Grade 16 as shown on Union Exhibit 1. President Roche testified that, after his conversation with Mr. Bowen on December 22, he called Mr. Howe and Mr. Howe informed him that he had been aware the City considered him to be a Grade 15. President Roche testified that Mr. Howe informed him that he felt the Union negotiated a Grade 15. He testified that he informed Mr. Howe that the Union had not negotiated a Grade 15 for his position.

A grievance was filed by Mr. Howe, Joint Exhibit 3, stating in pertinent part:

Nature of Grievance: I, the undersigned, claim that the Company has violated the collective bargaining agreement, the preamble and Article 1, section 1.1; 7 section 7.1 and 36 section 36.2 when my pay grade was lowered after the conclusion of negotiations.

Joint Exhibit 5 is a January 11, 2000 memorandum from Director Bowen to Mr. Howe entitled "Grievance 1-00." Joint Exhibit 5 states:

It is unfortunate that an oversight did occur during negotiations when your position was listed as a pay grade 16 on a spreadsheet transmitted to the union. The position grade 15 had been previously established during the appeals process by an act of the Human Resources Committee of the Board of Mayor and Aldermen on August 17, 1999. This matter had been brought to your attention and to the attention of the union president during the appeals process as early as March, 1999. Attached is a copy of a memo which I sent to the Human Resources Department on behalf of Mr. Sandstrom and you. Your grievance is therefore denied.

(Joint Exhibit 5)

It is the above-outlined dispute which, having passed through the contractually provided grievance procedure, is before this Arbitrator in the form of the Stipulated Issue shown above.

POSITIONS OF THE PARTIES

Position of the Union:

The Union asserts that the Department has violated the Collective Bargaining Agreement by unilaterally placing Mr. Howe in a Grade 15, which is at odds with the grade assigned to the position by the Yarger Decker Study. This contract does not contain a spreadsheet giving an employee's name and pay grade and associated compensation. It contains a "Pay Schedule," but does not indicate which position/classification is assigned to a particular grade. Rather, Section 7.1 provides that "...bargaining unit members will be placed on the included pay matrix at the grade recommended by the Yarger

Decker study....” There is only one document to which that language in Section 7.1 could be referring. That document is the November 2, 1998 report from Yarger Decker which, at page 6 of 13, proposes that the “Water/Wastewater Patrol Officer be a Grade 16.” (Employer Exhibit 11) That is the pay grade for the position in question which Yarger Decker recommended and which, by the language of Section 7.1, is the pay grade to which these parties have agreed in this contract.

In addition to the above-referenced clear contract language, the Union points out that the City provided the Union with a document to be used during the Union ratification process which shows Mr. Howe’s position as a Grade 16. Union Exhibit 1 was prepared by the City and provided to the Union when the Union requested specific information as to the pay grades resulting from the Yarger Decker Study. The Union relied on the information contained in Union Exhibit 1 as to Mr. Howe’s position and all other positions within the Bargaining Unit.

The Union rejects the City’s assertion that the Grade “16” in Union Exhibit 1 for Mr. Howe’s position is nothing other than a “clerical error.” On the contrary, that position had a Grade 16 associated with it as far back as the November 2, 1998 report of Yarger Decker. This Union was never informed of any other grade associated with that position until the day following the ratification of the contract by the City. The Union was provided clear information by the Water Works that Mr. Howe would be a Grade 16. The Union relied on that information as part of its ratification process. The Water Works cannot be allowed to unilaterally change that pay grade after both sides have ratified the contract.

The Union rejects the Water Works’ assertion that Mr. Bowen informed the Union on August 27 that the HRIC had changed Mr. Howe’s position to a Grade 15. Mr. Roche testified that he was never told that at the August 27, 1999 meeting, nor at any other time, until December 22, 1999. The Union submitted as its Exhibit 5 Mr. Bowen’s notes taken during negotiation. The Union obtained those notes during an unrelated action in another forum. The Union asserts that the notes appear extensive and complete. The Union further asserts that there is nothing in the entries under the heading “8/27” which would indicate that Mr. Bowen informed the Union of the HRIC action taken on August 17 with respect to Mr. Howe and Mr. Sandstrom. The Union asserts that those notes, coupled with Mr. Roche’s testimony, warrant a conclusion that the Union was never informed until December 22 of that action.

In its brief, the Union has discussed at length the question of where “appeal” authority resided at various times during 1999. On June 1, 1999, the

HRIC's decisions regarding appeals were "made final." However, changes to the Pay Grade under Section 33.012 were still to be made only by the Board of Mayor and Aldermen in the next fiscal year. That action by the Board of Mayor and Aldermen did not occur until April 4, 2000. Therefore, as of the date this contract was ratified by both the Union and the City, Mr. Howe's position was classified as a Grade 16. A subsequent unilateral vote by the Board of Mayor and Alderman cannot change a negotiated and ratified pay grade.

The Company also argues that it notified Mr. Howe sometime after August 17, 1999 that his pay grade had been changed from 16 to 15. He acknowledges the notice but did not contact the Union since he knew Mr. Roche was aware of the Company's desire to lower his pay grade and believed he was still contesting or negotiating the matter, as he had done since January, 1999, and that the Union would notify him if his pay grade were to be changed. In any event, notice to an individual bargaining unit member, or discussions regarding pay, cannot be considered part of the collective bargaining process with the Union.

(Union Brief, p. 6)

An Arbitrator generally recognizes fundamental principles of contract law such as those concerning offer and acceptance and if he finds there was no meeting of the minds he may, and should, recommend further negotiations by the parties, unless he construes his powers to be broad enough to resolve the dispute on the merits. **How Arbitration Works**, Elkouri & Elkouri, Fourth Edition, p.396.

If the Arbitrator finds that, despite clear language in the CBA, the parties clearly did not have a meeting of the minds with respect to the correct pay grade for the position of Watershed Patrol Officer I, he must determine if the failure of a meeting of the minds is fatal. The failure may not be dismissed as de minimus. Agreement on a pay grade for a bargaining unit position is a substantial element of a collective bargaining agreement. The Union President testified he would not have brought the contract to a ratification vote until the Company supplied him with a document which showed each person in the bargaining unit by name, pay grade and dollar salary. He was given Union Exhibit 1. Parole evidence is allowed to demonstrate mutual mistake. Elkouri, Id., P.413.

Arbitrators have distinguished a merely "clerical error" and a "mistake of law" or "mistake of judgement", and not applied the remedy of recoupment if an employee promptly corrected a clerical error. In this matter, the error was more than clerical. Even if it were not clerical, the document (Union Exhibit 1) was dated November 4, 1999 (correcting Joint Exhibit 4, dated October 25, 2000) and the Union relied on it for its ratification Vote, as the Company knew it would

and the "error" was not corrected until, the day after the City's Board of Mayor and Alderman ratified the CBA. Not only did the Company fail to promptly correct its error, but the Union relied on the same for its actual ratification Vote.

Under circumstances such as these, arbitrators will also apply the doctrine of estoppel, if the Union changed its position (i.e. ratifying the CBA), suffering detriment, in reliance upon the assurances of the company, the Company is bound by the assurances, regarding the reclassification of employees under the CBA as in this matter. Elkouri, Id, p. 440. Arbitrators will often call such a remedy a "fair and just result" or "not having one's cake and eating it too".

(Union Brief, p. 8-9)

Position of the Manchester Water Works

The Water Works asserts that it did not violate the Collective Bargaining Agreement as alleged.

There has been no violation of Section 1.1. That provision establishes the duty to bargain with this Union over a variety of items. That is exactly what occurred in this case, i.e. negotiations took place culminating in an agreed-upon contract. The Water Works did not unilaterally change Mr. Howe's grade, as the Union asserts in support of its position regarding Section 1.1. On the contrary, the pay grade for Mr. Howe's position was arrived at in full conformance with the procedures established under the Yarger Decker appeals process. Union President Roche himself was fully involved in that appeals process, and thus the Union cannot now claim that adopting the outcome of that appeals process represents any form of "unilateral action."

The Water Works has conformed with the language of Section 7.1. The Water Works rejects the Union's claim that the "grade recommended by the Yarger Decker study," as that language is used in Section 7.1, refers solely to the November 2, 1998 body of recommendations. If one were to accept that 1998 benchmark as the final grade assignment, numerous Bargaining Unit members would be negatively impacted due to subsequent upgrades made during the appeal process. Union President Roche's participation in that appeal process is clear evidence that the Union understood the appeal process to be part of the Yarger Decker study recommendations.

The Water Works considers it unfortunate that "...a mistake was made in the document that was given to the Union at the bargaining table on

October 25, 1999.” (Water Works Brief, p. 5) In that document, Mr. Howe’s position is incorrectly listed as Grade 16 rather than Grade 15. The document was created for budgetary reasons and was merely utilized as a response to the Union request because the information was already available in that form. The Water Works rejects the Union claim that this form was relied upon during ratification on the question of Mr. Howe’s pay grade. It is undisputed that Mr. Howe did not attend the ratification vote, and there is no evidence that he saw that document before or after the ratification occurred. There is no reason to believe that this “error” was the basis for the Union accepting the negotiated contract. The language of Section 7.1 clearly indicates that the parties agreed to accept the outcome of the Yarger Decker study, including the outcome of the appeals process. The appeals process led to Mr. Howe’s position being assigned a Grade 15.

The language of Section 7.1 requires the Water Works to place individuals at the pay grade resulting from the Yarger Decker process. That process produced a Grade 15 for Mr. Howe’s position when the HRIC, on August 17, 1999, created that position at that grade. Under the language of Section 7.1, the Water Works is required to honor the outcome of the process, i.e. a Grade 15 for Mr. Howe’s position. Section 7.1 does not require the Water Works to honor a mistake rather than the outcome of the Yarger Decker process.

Clear contract language must be accepted as written. Parole evidence should only be considered when the language is vague and/or ambiguous. The language of Section 7.1 is neither vague nor ambiguous, but clearly requires the Water Works to pay Mr. Howe compensation associated with the grade which the Yarger Decker process developed for his position. That is Grade 15.

Under the language of Section 29.4(b), the Arbitrator cannot ignore the clear language of the contract. Given the language of 7.1, the outcome of this case is clear—i.e., Mr. Howe, having been placed at Grade 15 by the Yarger Decker process, must be paid at that grade.

The Water Works asserts that the Union’s position in this case, if accepted, would be an example of rewarding bad faith. All agreements between negotiating parties must be entered into and administered in good faith. In the case at hand, the Union clearly reviewed the contents of Union Exhibit 1 as evidenced by the fact that certain small errors were pointed out to the Water Works by Union President Roche. However, he acknowledges that on Union Exhibit 1 he noticed that Mr. Sandstrom was listed as Grade 17. If he believed that position was “frozen” at Grade 16, then he was obligated under the concept of “good faith” to report that “error” along with the other errors in Union Exhibit 1 which he brought to the Water Works’ attention. However, on

cross-examination, President Roche indicated that he felt obligated only to bring to Management's attention an error which, if corrected, would benefit a Bargaining Unit member and not an error which, if corrected, would negatively affect a member. The Union cannot capitalize on failing to bring one error to Management's attention and then claim it was victimized by not catching another.

It is well established that a party may not benefit from its own wrongful deeds. "Interested parties are entitled to object to any error they perceive in governmental proceedings, but they are not entitled to take later advantage of error they could have discovered or chose to ignore at the very moment when it could have been corrected." Appeal of Cheney, 130 N.H. 589, 594 (1988) "We require issues to be raised at the earliest possible time, because trial forums should have a full opportunity to come to sound conclusions and to correct errors in the first instance. This is only fair to the trial forums and the appellate courts." Sklar Realty v. Town of Merrimack, 125 N.H. 321, 328 (1984) (Citation omitted.) The fairness of these standards is just as valid in collective bargaining and arbitration as it is in the courts.

The problem with not holding parties to these standards is that the more times they are allowed to depart from them, the more they are encouraged to do it again. In time, if parties are allowed to take advantage of one another, the collective bargaining process will completely break down. That is one of the reasons why it is unlawful in New Hampshire "[t]o refuse to negotiate in good faith..." RSA 273-A:5, I(e) and RSA 273-A:5, II(d)

If the Union is not held to these standards, then Howe will be the beneficiary of "unjust enrichment." A decision for the Union would entail harsh, inequitable and absurd results. The future relationship between the parties would be worsened. The message would be clear; either party may be held to its mistakes and neither party has any obligation to point out a mistake by the other. The Union would be rewarded for its bad faith. Needless to say, this would be a sad day indeed.

CONCLUSION:

There are no violations of the cited sections. The Water Works did place Howe, "...on the included pay matrix at the grade recommended by the Yarger Decker study...." The Union has acted in bad faith in this matter and must not be allowed to benefit from those actions. For all of the reasons contained above, the Water Works asks that the grievance be dismissed.

Respectfully, the Water Works reminds the arbitrator of Section 29.4.(c).

(Water Works Brief, p. 9-10)

DISCUSSION

At the outset of this discussion, I would like to thank the representatives of the parties for the detailed and professional manner in which they presented their respective positions.

Undertaking a Wage and Classification Study of the scope undertaken by the City of Manchester in 1997 and into 1998 and 1999 is a huge endeavor. Almost inevitably, certain positions become especially troublesome, either because they possess unique characteristics as to duties and responsibilities, or because, for some reason, they slip through the cracks. Almost by definition there is a lot of "confusion" associated with a project of this scale and scope. Indeed, Mr. Bowen testified that with respect to the appeals process alone, "...There were people that were filing appeals in the prescribed manner as suggested by Decker. There were people that were certainly circumventing the process. Appeals were being made to committees and directly to Aldermen individually and there were actions being taken and not necessarily a lot of follow up paperwork being sent out."

Director Bowen was asked if the entire process contained a fair amount of "confusion," and he responded in the affirmative. If I accept his testimony in that regard, coupled with his testimony as to the various appeal methods being utilized, clearly this entire process represents fertile ground for some misunderstanding. That potential for misunderstanding is increased dramatically with respect to those positions which, because they either 1) have unique duties and responsibilities, or 2) fall through the cracks, present a unique challenge to the system.

If anyone wanted to find an example of a position which was "snake bit" with regard to the Yarger Decker process, they would not have to look any further than the position previously known as Watershed Maintenance and Patrol Officer. Prior to Yarger Decker, there was a Senior and a Junior WMPO. However, when the Yarger Decker questionnaires were sent out, there was no occupant in the Junior position. Thus, Yarger Decker, for some reason or another, considered either 1) both positions to be essentially the same, or 2) did not even recognize that there were two positions. As a result,

the November 2, 1998 "Present and Proposed Pay Grade Assignment" recommendations from Yarger Decker contained a single entry for "Water/Wastewater Patrol Officer, with Class Code 4050 at Grade 16."

At first blush, an outsider might expect that a single grade of "16" being assigned to two separate positions which had historically been separated by several pay grades, which occurred simply because only a single questionnaire had been filed for Yarger Decker, would be easily corrected. Neither this Union nor this Employer asserted during arbitration that the two positions should possess the same grade. Given that fact, one might well ask why, back in November 1998, someone didn't simply correct the error. The answer to that question is probably that once that document issued on November 2, 1998, any changes thereto could only be developed through the "appeal process." Mr. Sandstrom initiated that process on March 2, 1999, with a letter to Director Bowen describing the differences between the Senior and Junior positions. On March 4, 1999, Mr. Bowen adopted Mr. Sandstrom's rationale and wrote to Human Resources Director Hobson recommending a name change for the two positions, and that the old Senior position be Grade 17 and the old Junior position be Grade 15. Any hopes that Mr. Bowen's March 4, 1999 memorandum would quickly resolve any problems arising out of the "mistake" described above would be quite premature. Rather than being quickly resolved, the matter, according to Union President Roche, was "frozen" by the Special Appeals Committee in June 1999 with both positions still at Grade 16.

I am going to set aside for a moment in this Discussion the question of whether the HRIC had the authority to begin acting on "appeals" after the SAC "froze" all appeals as of June 1999. I will return to that question later in this Discussion. At this point, I only wish to take note of the fact that when the HRIC did decide to address this question, it did so without publishing an agenda of which position appeals it would consider on any particular night. On August 9, Human Resources Director Hobson wrote to the HRIC asking that the Committee address a number of appeal letters. What is interesting about that referral, Employer Exhibit 7, is that it mentions Mr. Sandstrom's appeal but makes no mention of Mr. Howe's position. Indeed, if one were to read Mr. Hobson's August 9, 1999 letter to Mr. Bowen, the reason for only referring one position to the HRIC is clear. That is because in his letter to Mr. Bowen, HR Director Hobson states, "I also recommend the title of Water Patrol Officer I, Grade 16." I acknowledge that in Employer Exhibit 6 the number "16" is struck out with a hand entry and replaced with a handwritten "15." However, it is clear on the record that as of August 17, 1999, HR Director Hobson was still indicating Grade 16 for

the Water Patrol Officer I position. Thus, the handwriting on Employer Exhibit 6 cannot be construed as indicative of Mr. Hobson's recommendation. The "excerpts" of the August 17, 1999 HRIC meeting indicate that this Committee addressed the Watershed Patrol Officer I position, occupied by Mr. Howe, as an afterthought. They commenced discussion of an agenda item which made no mention of the Watershed Patrol Officer I position nor of Mr. Howe. That agenda item made mention of Mr. Sandstrom and the HRIC discussed his situation at some length. After resolving Mr. Sandstrom's position, Mr. Bowen "asked for clarification on Watershed Patrol Officer (1)." (Union Exhibit 2, p. 21) Following a short discussion, the HRIC "...moved to approve the creation of a job classification of Water Patrol Officer I, Grade 15."

If we assume for the moment that on August 17, 1999, the HRIC had full authority to resolve "appeals," one might well ask how the issue of Watershed Patrol Officer I, or Mr. Howe's position, came to be before the HRIC that evening. That position was not mentioned at all in Mr. Hobson's letter to Mr. Bowen on August 9, 1999 (Employer Exhibit 6), nor was it mentioned in Mr. Hobson's referral to the HRIC dated August 9, 1999 (Employer Exhibit 7), nor was it mentioned as an element of the agenda items addressed by the HRIC on August 17, 1999, which only mentioned Mr. Sandstrom's appeal and other appeals unrelated to this case. Fair reading of Employer Exhibits 6 and 7, coupled with Union Exhibit 2, page 16, through the motion at the top of page 21, would be that Watershed Patrol Officer I, Mr. Howe's position, was not an active appeal. Mr. Hobson did not mention it to Mr. Bowen on August 9 in the list of open appeals addressed in his memo. Mr. Hobson did not mention anything about Mr. Howe or Watershed Patrol Officer I in his referral to the HRIC for its August 17, 1999 meeting. The agenda item for the August 17, 1999 meeting made no mention of Mr. Howe's position or Watershed Patrol Officer I until late in the evening, after all other matters had been resolved, Mr. Bowen asked for "clarification" and in the ensuing discussion that Committee took the action which is at the heart of this dispute.

The reason that I have subjected the reader to this, I am sure, tedious recitation of the events leading up to August 17, 1999, is to point out that the Watershed Patrol Officer I position attracted more than its fair share of "confusion." That confusion arose out of a unique fact that the Junior position was not occupied when the questionnaires were filled out. The "confusion" continued through a special appeals process which left the matter unresolved in June 1999. The "confusion" continued by an appeal process before the HRIC, which made no mention of any appeal by Mr. Howe until Mr. Bowen precipitated the question when he looked for a "clarification."

At this point, it is worth focusing on the language of Section 7.1. Both parties acknowledge that under Section 7.1, a Bargaining Unit member "...will be placed on the included pay matrix at the grade recommended by the Yarger Decker study...." Both parties argue that this language is absolutely crystal clear. However, this Arbitrator is convinced that the language is far from clear. For example, the Union asserts that "...the grade recommended by the Yarger Decker study..." are those grades contained in the November 2, 1998 report issued by Yarger Decker. However, in order to accept that the November 2, 1998 report of Yarger Decker was the final "...grade recommended by the Yarger Decker study..." I would have to ignore the fact that Union President Roche involved himself for six months in 1999 as part of a Special Appeals Committee which resolved a number of those appeals by changing the grade from that contained in the November 2, 1998 Yarger Decker Study Report. The Union cannot have it both ways. They cannot point to a November 2, 1998 document as being the sole repository of "...the grade recommended by the Yarger Decker study..." and then acknowledge that it has recognized, and indeed participated in, an appeal process which made modifications thereto. On its side, the City argues that "...the grade recommended by the Yarger Decker study..." is the sum total of the recommendations made on November 2, 1998 and subsequent appeals reconciled under a valid appeals process. As part of that "valid appeals process," the Water Works asks that I recognize the validity of actions taken by the HRIC in August 1999, including their actions on August 17, 1999. Let me at this point make clear that I do accept the validity of the HRIC's actions in August 1999 with respect to appeals properly before it. However, both parties have acknowledged a lot of "confusion" surrounding the appeals process. Director Bowen himself testified to confusion arising out of the fact that people not only utilized the recognized process, but made certain end runs around it to address Aldermen directly, and certain other variations on the recognized process. Given this variety of methods of appeals percolating through the system, there had to be a single method for this Employer and this Union to eventually each know with a certainty what were the "...grade(s) recommended by the Yarger Decker study...." Both parties agreed in Section 7.1 to respect "...the grade recommended by the Yarger Decker study...." Yet, both parties have acknowledged significant "confusion" surrounding the appeals process which, I am satisfied, is an element of arriving at "...the grade recommended by the Yarger Decker study...." Just above, I have subjected this reader to a tortured trip through the history of Watershed Patrol Officer I and II and their winding, confusing, halting trip to the appeal process. Indeed, I have serious reservations as to whether Watershed Patrol Officer I, Mr. Howe's position, was appropriately before the HRIC on August 17, 1999. It wasn't referred to them by Mr. Hobson. It wasn't on their agenda. Indeed, one could well argue that as of August 17, 1999, there was no effective

“appeal” of the Watershed Patrol Officer I position, but only the Watershed Officer II position occupied by Mr. Sandstrom.

Regardless of the efficacy of the Watershed Patrol Officer I position being before the HRIC on August 17, 1999, I am satisfied that these parties, given the confusion surrounding the entire process, would have had to have a single source which would be the repository of “...the grade(s) recommended by the Yarger Decker study....” It would not be possible, for example, at the ratification meeting by the Union or the ratification by the entire Board of Mayor and Aldermen of this contract to go through the entire appeals process for each grade in order to ascertain the final outcome of those “appeals.” Somewhere, somebody had to develop a document which both sides would recognize as the “...grade(s) recommended by the Yarger Decker study...” including the outcome of all of the confusion associated with the appeal process, including end runs. I am satisfied that document surfaced when the Union told the Water Works that it needed a single sheet showing all of the final grades for all positions in the Bargaining Unit. The Water Works provided such a document. I acknowledge the document may have been prepared for the budgetary process; however, it was provided to the Union in response to the Union request that a summary sheet of all the grades be provided in order to effectuate the ratification process. When the Department offered, and the Union accepted, that document as being the repository of the final grades resulting from the Yarger Decker Study, that document, by those actions, became the “...grade recommended by the Yarger Decker study...” for the purposes of this Collective Bargaining Agreement. The Water Works could have scrutinized that document before it proffered it to satisfy the Union request for a final sheet giving all the final grades. The Union could have scrutinized it and taken issue with any grades that it chose to challenge. However, any such challenge or modification to that document would have had to occur prior to ratification by both sides. In the absence of such challenge prior to ratification, that document, by mutual agreement, became “...the grade recommended by the Yarger Decker study...” for this Collective Bargaining Agreement’s purposes.

I have studied the evidence and testimony surrounding the August 27, 1999 negotiating session, and I am satisfied that the evidence warrants a conclusion that the Union was not informed on that evening of the outcome of the HRIC meeting on August 17. Mr. Bowen’s notes concerning those negotiations did not contain any reference to any mention of Mr. Howe’s position. Employer Exhibit 8, which has pencil-written grades of 17 and 15 next to the WPO II and I positions respectively, has been advanced by the Water Works as evidence that this matter was discussed on August 27. However, Union Exhibit 3 has a typed heading indicating it was revised “8/27/99,” which Director Bowen acknowledges was

probably provided by the Water Works to the Union on that evening. Given that fact, there is no reason for me to assume that Employer Exhibit 8 was also provided, since Director Bowen acknowledged that the handwritten grade entries on that document are not even his.

I acknowledge that Mr. Howe did not testify to dispute that Director Bowen informed him that he would be a Grade 15. Indeed, Union President Roche testified that Mr. Howe acknowledged that to him in late December when President Roche finally learned of the Water Works' position with respect to the Grade 15. However, in a Collective Bargaining relationship, telling a single employee is not the same as telling the Union. It is the Union which is "...the exclusive representative of the bargaining unit..." (Section 1.1) Based upon the evidence before me, I cannot find that the Union was given notice of the HRIC action taken on August 17, 1999. Indeed, following that action, the Water Works provided the Union with a document purporting to be the final grades arrived at through the Yarger Decker process, and that document, Union Exhibit 1, by being requested by the Union, proffered by the Water Works, and ultimately accepted by the Union, became, for purposes of this Collective Bargaining Agreement, "...the grade(s) recommended by the Yarger Decker study...."

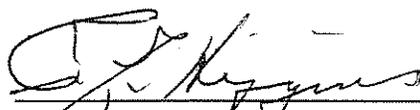
I, as Arbitrator, have no way of knowing whether individual Union members or officers actually knew of the August 17, 1999 HRIC action and decided to let a Grade 16 for WPO I slip through ratification. I do know that Director Bowen offered Union Exhibit 1 as containing the final and correct grades for all positions. While I acknowledge that it is undesirable to ever reward bad faith in labor relations, such allegation must be proved. The evidence and testimony before me falls short of such proof.

In accordance with Section 29.4, I hereby declare the Water Works to be the "losing party."

For the above reasons, it is my finding and award that the Water Works did violate Section 7.1 when it failed to recognize Grade 16 as "...the grade recommended by the Yarger Decker study..." for the Watershed Patrol Officer I position occupied by Mr. Howe. As remedy, the Water Works will make Mr. Howe whole by paying him the difference between the compensation he has received and that associated with Grade 16, retroactive to the date that other "...grade(s) recommended by the Yarger Decker study..." under this contract were implemented.

AWARD

That the Water Works did violate Section 7.1 when it failed to recognize Grade 16 as "...the grade recommended by the Yarger Decker study..." for the Watershed Patrol Officer I position occupied by Mr. Howe. As remedy, the Water Works will make Mr. Howe whole by paying him the difference between the compensation he has received and that associated with Grade 16, retroactive to the date that other "...grade(s) recommended by the Yarger Decker study..." under this contract were implemented.



Richard G. Higgins
Arbitrator

Dated: October 8, 2001

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

The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the communication from the Planning and Community Development Director requesting the following changes to his complement:

- Eliminate the CIP Manager Position (Planner IV, Grade 23)
- Create two Planner II Positions (Grade 19)

be approved.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

Jane Gile
Human Resources Director



CITY OF MANCHESTER

Human Resources Department

February 22, 2013

William Shea, Chair
Human Resources and Insurance Committee
One City Hall Plaza
Manchester, NH 03101

RE: *CIP Staff Reorganization*

Dear Chair Shea:

HR has reviewed the proposal by the Planning Department relative to its staffing reorganization. The plan adds two (2) Planner II positions to its complement, while eliminating the position of CIP Manager (Planner IV).

As described in Leon LaFreniere's correspondence to you, one Planner II position was previously grant funded, that along with the elimination of the Planner IV position will have a zero net impact on the number of employees in the department performing the myriad of regulatory tasks associated with planning and community development.

According to LaFreniere, there are savings associated with the reorganization in that not only will the Planner IV position be eliminated, but also internal promotions most likely will take place to fill the Planner II positions, freeing up lower level positions at the entry level of pay.

Therefore the recommendation would be to eliminate one (1) Planner IV (Class Specification 1360, grade 23) and to add two (2) Planner II positions (Class Specification 1340, grade 19) to the complement of the Planning and Community Development Department.

Respectfully submitted,

Jane E. Gile, SPHR
Human Resources Director

Planning & Community (CIP)
Planner II

Planner II	GRADE 19	Ex	47,925.67	49,363.45	50,844.34	52,369.67	53,940.76	55,559.00	57,225.76	58,942.53	60,710.81	62,532.11	64,408.09	66,340.34	68,330.54
	(800)	H	23.04	23.73	24.46	25.18	25.93	26.73	27.53	28.34	29.21	30.07	31.00	31.91	32.87
		O	34.560	35.595	36.680	37.770	38.895	40.095	41.295	42.510	43.815	45.105	46.500	47.865	49.305
Planner IV	GRADE 23	Ex	62,820.76	64,705.39	66,646.57	68,645.93	70,705.35	72,826.47	75,011.28	77,261.63	79,579.47	81,966.86	84,425.86	86,958.63	89,567.39
	(800)	H	30.18	31.13	32.04	33.01	34.01	35.03	36.08	37.14	38.27	39.41	40.59	41.80	43.06
		O	45.270	46.695	48.060	49.515	51.015	52.545	54.120	55.710	57.405	59.115	60.885	62.700	64.620



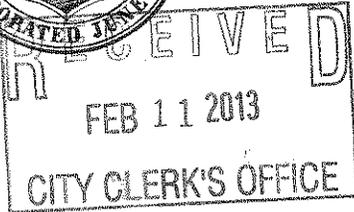
CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

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

Leon L. LaFreniere, AICP
Director

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

Matthew M. Sink
Deputy Director - Building Regulations



Date: February 11, 2013

To: Honorable Board of Mayor and Aldermen

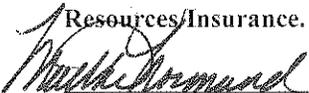
From: Leon L. LaFreniere, AICP
Director, Planning & Community Development

Subject: CIP Staff Re-organization

Please find attached a proposed re-organization of the CIP Division of the Planning & Community Development Department. This proposal was precipitated by the retirement of the City's long term CIP Manager. While his departure has resulted in management capacity issues within our department, it represents an opportunity to take a fresh look at how we can gain the best value from our human resource expenditures.

I would respectfully request that this proposal be referred to the next meeting of the Human Resources Committee for their consideration.

In Board of Mayor and Aldermen
Date: 02/19/13
On motion of Ald. O'Neil
Seconded by Ald. Ludwig
Voted to refer to the Committee on Human
Resources/Insurance.

 City Clerk



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

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

Leon L. LaFreniere, AICP
Director

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

Matthew M. Sink
Deputy Director - Building Regulations

Date: February 11, 2013

To: Honorable Human Resources Committee

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

Subject: CIP Staff Re-organization

The departure of the City's long term CIP Manager represents an opportunity to take a fresh look at how we can gain the best value from our human resource expenditures. We have analyzed the current needs of the department and have determined that minor changes to the structure of the department complement would provide additional capacity for a comparable financial expenditure.

The following is an attempt to outline the modifications to the staff complement that I would like to submit for consideration.

The first step would be to **eliminate the CIP Manager position from the complement**. This position is currently classified as a Planner IV, Grade Level 23. The incumbent within this position would have been compensated at a rate of just over **\$95,000**.

The second step would be to **create two Planner II positions** at a Grade Level 19. The projected cost associated with the creation of these two positions would be approximately **\$93,800**. One of these positions would be assigned to the CIP Division of the department to address current critical needs. The second position would be assigned to the Growth Management Division, allowing for a planner position to be assigned the duties of a Neighborhood Planner. This individual would divide his or her time between CIP and Growth Management functions. The position of Neighborhood Planner has been previously funded through grants. It is anticipated that the Planner II positions would be filled from within, allowing for new hires at entry level steps within Grade for vacated positions.

Several benefits would be realized as a result of this proposal, some of which are identified as follows:

- Specific City needs would be addressed by fulfilling staffing requirements necessary to insure that Federal reporting requirements are met, and that customer service requirements are addressed in a timely fashion;
- Additional staff resources would be available to improve customer service at effectively no additional cost above historic funding levels, allowing more focused customer support for planning department applicants;
- Filling positions to perform CIP related functions will permit us to access available program administration revenue currently not chargeable; and
- Staffing at this level will support the various departmental functions including CIP budget preparation, grant application and administration, Board of Mayor and Alderman assistance and completion of Federal reporting requirements. With existing staff shortages we do not currently have the ability to support these activities at an appropriate level.

I trust this information satisfactorily explains the proposal that I am submitting for the Board's consideration. I feel that it is critical we fill these positions as soon as possible. There has been a significant increase in the oversight requirements associated with the utilization of Federal funds, which is happening across the country and is not isolated to Manchester. I believe the staffing level requested is the minimum required to both address these requirements and to efficiently administer other planning responsibilities of the department.

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

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the following regulations governing standing, stopping, parking and operation of vehicles, be adopted pursuant to Chapter 70 of the Code of Ordinances of the City of Manchester and put into effect when duly advertised and the districts affected thereby duly posted as required by the provisions of that Chapter and Chapter 335 of the Sessions Laws of 1951.

RESCIND NO PARKING ANYTIME – EMERGENCY ORDINANCE:

On Cypress Street, west side, from Valley Street to a point 55 feet north (Ord. 2902)

On Cypress Street, west side, from Massabesic Street to a point 35 feet south (Ord.9123)

Alderman Osborne

RESCIND PARK ONE HOUR – 8:00 a.m. – 6:00 p.m. – EMERGENCY ORDINANCE:

On Cypress Street, west side, from a point 35 feet south of Massabesic Street to Garland Avenue (Ord. 9228)

Alderman Osborne

NO PARKING ANYTIME –EMERGENCY ORDINANCE:

On Cypress Street, west side, from Massabesic Street to a point 155 feet south
Alderman Osborne

On Notre Dame Avenue, east side, from a point 88 feet north of Putnam Street to a point 70 feet north

Alderman Gamache

On Laurel Street, south side, from a point 250 feet east of Beacon Street to Cass Street

Alderman Osborne

NO PARKING ANYTIME:

On Porter Street, east side, from Cilley Road to a point 78 feet north

Alderman Shea

STOP SIGN:

On Sullivan Street at Dubuque Street – NEC
Alderman Gamache

RESCIND ONE HOUR PARKING:

On Maple Street, east side, from Shasta Street to a point 60 feet north (Ord. 3345)
On Maple Street, east side, from a point 70 feet south of Silver Street to a point
100 feet south of Hayward Street (Ord. 3349)

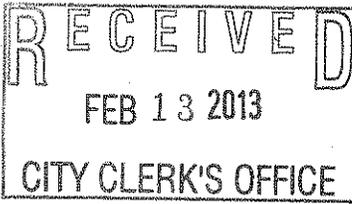
Alderman Shea

(Unanimous vote with the exception of Alderman Gamache who was absent)

Respectfully submitted,

A handwritten signature in black ink that reads "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



WILSON STREET AND SHASTA STREET MULTI-WAY STOP REVIEW

BACKGROUND

Alderman Barbara Shaw requested the Traffic Division to study the intersection of Wilson Street and Shasta Street. There were reports of speed on Shasta Street that prompted the request. This intersection is located in a south end residential neighborhood. Wilson Street runs north and south and is controlled by stop signs. Shasta Street runs east and west and is uncontrolled. South Willow Street is located two blocks west of Wilson Street. Parking is not restricted on either street and visibility does not appear to be a problem. There is a double yellow line painted on Shasta Street. Wilson Street has a painted double yellow line and painted stop bars.

ACCIDENT HISTORY

2007 – 2

2008 – 1

2009 – No accidents

2010 – No accidents

2011 – No accidents

2012 – 1

2013 - 1

The Manchester Police Department Traffic Unit provided the accident history. The accident history does not meet the minimum threshold criteria prescribed in the warrants.

VOLUME AND SPEED

The volume and speed summary, herein enclosed, indicates that the volume criteria are not met as the total intersection volume is below the minimum threshold level. In addition, it does not exceed the 85th percentile approach speed criteria.

ANALYSIS

The MUTCD warrant analysis provides several layers of criteria for recommending multi-way stop signs. This includes 1) Traffic accidents; 2) Traffic volumes and speeds; 3) Combination of accidents, traffic volumes and speeds. We are responsible for review and recommendation based on the industry established procedures and recognized standards. We, from a professional standpoint, are obligated to recommend against a permanent all-way stop sign installation as it does not meet the minimum threshold criteria prescribed in the warrants.

RECOMMENDATION

- Periodically, increase police enforcement of speed limit

ATTACHMENTS

2009 MUTCD Section 2B.07 Multi-way stop applications

Locus map

Intersection photos

Aerial photo

Speed and volume reports

Date: February 13, 2013

Prepared by: Jim Hoben – Deputy Traffic Director

Reviewed by: Kevin Sheppard – Public Works Director

11 Except as provided in Section 2B.09, STOP signs and YIELD signs shall not be installed on different approaches to the same unsignalized intersection if those approaches conflict with or oppose each other.

12 Portable or part-time STOP or YIELD signs shall not be used except for emergency and temporary traffic control zone purposes.

13 A portable or part-time (folding) STOP sign that is manually placed into view and manually removed from view shall not be used during a power outage to control a signalized approach unless the maintaining agency establishes that the signal indication that will first be displayed to that approach upon restoration of power is a flashing red signal indication and that the portable STOP sign will be manually removed from view prior to stop-and-go operation of the traffic control signal.

Option:

14 A portable or part-time (folding) STOP sign that is electrically or mechanically operated such that it only displays the STOP message during a power outage and ceases to display the STOP message upon restoration of power may be used during a power outage to control a signalized approach.

Support:

15 Section 9B.03 contains provisions regarding the assignment of priority at a shared-use path/roadway intersection.

Section 2B.05 STOP Sign (R1-1) and ALL WAY Plaque (R1-3P)

Standard:

01 When it is determined that a full stop is always required on an approach to an intersection, a STOP (R1-1) sign (see Figure 2B-1) shall be used.

02 The STOP sign shall be an octagon with a white legend and border on a red background.

03 Secondary legends shall not be used on STOP sign faces.

04 At intersections where all approaches are controlled by STOP signs (see Section 2B.07), an ALL WAY supplemental plaque (R1-3P) shall be mounted below each STOP sign. The ALL WAY plaque (see Figure 2B-1) shall have a white legend and border on a red background.

05 The ALL WAY plaque shall only be used if all intersection approaches are controlled by STOP signs.

06 Supplemental plaques with legends such as 2-WAY, 3-WAY, 4-WAY, or other numbers of ways shall not be used with STOP signs.

Support:

07 The use of the CROSS TRAFFIC DOES NOT STOP (W4-4P) plaque (and other plaques with variations of this word message) is described in Section 2C.59.

Guidance:

08 Plaques with the appropriate alternative messages of TRAFFIC FROM LEFT (RIGHT) DOES NOT STOP (W4-4aP) or ONCOMING TRAFFIC DOES NOT STOP (W4-4bP) should be used at intersections where STOP signs control all but one approach to the intersection, unless the only non-stopped approach is from a one-way street.

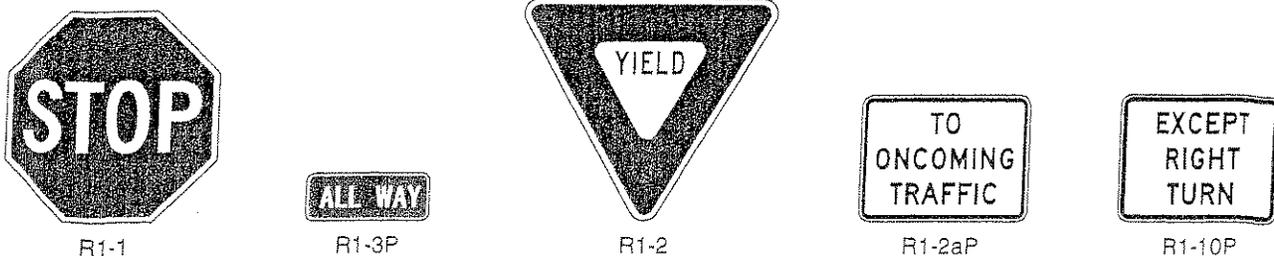
Option:

09 An EXCEPT RIGHT TURN (R1-10P) plaque (see Figure 2B-1) may be mounted below the STOP sign if an engineering study determines that a special combination of geometry and traffic volumes is present that makes it possible for right-turning traffic on the approach to be permitted to enter the intersection without stopping.

Support:

10 The design and application of Stop Beacons are described in Section 4L.05.

Figure 2B-1. STOP and YIELD Signs and Plaques



Section 2B.06 STOP Sign Applications

Guidance:

- 01 *At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).*
- 02 *The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:*
- A. *The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
 - B. *A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
 - C. *Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*

Support:

- 03 The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

Section 2B.07 Multi-Way Stop Applications

Support:

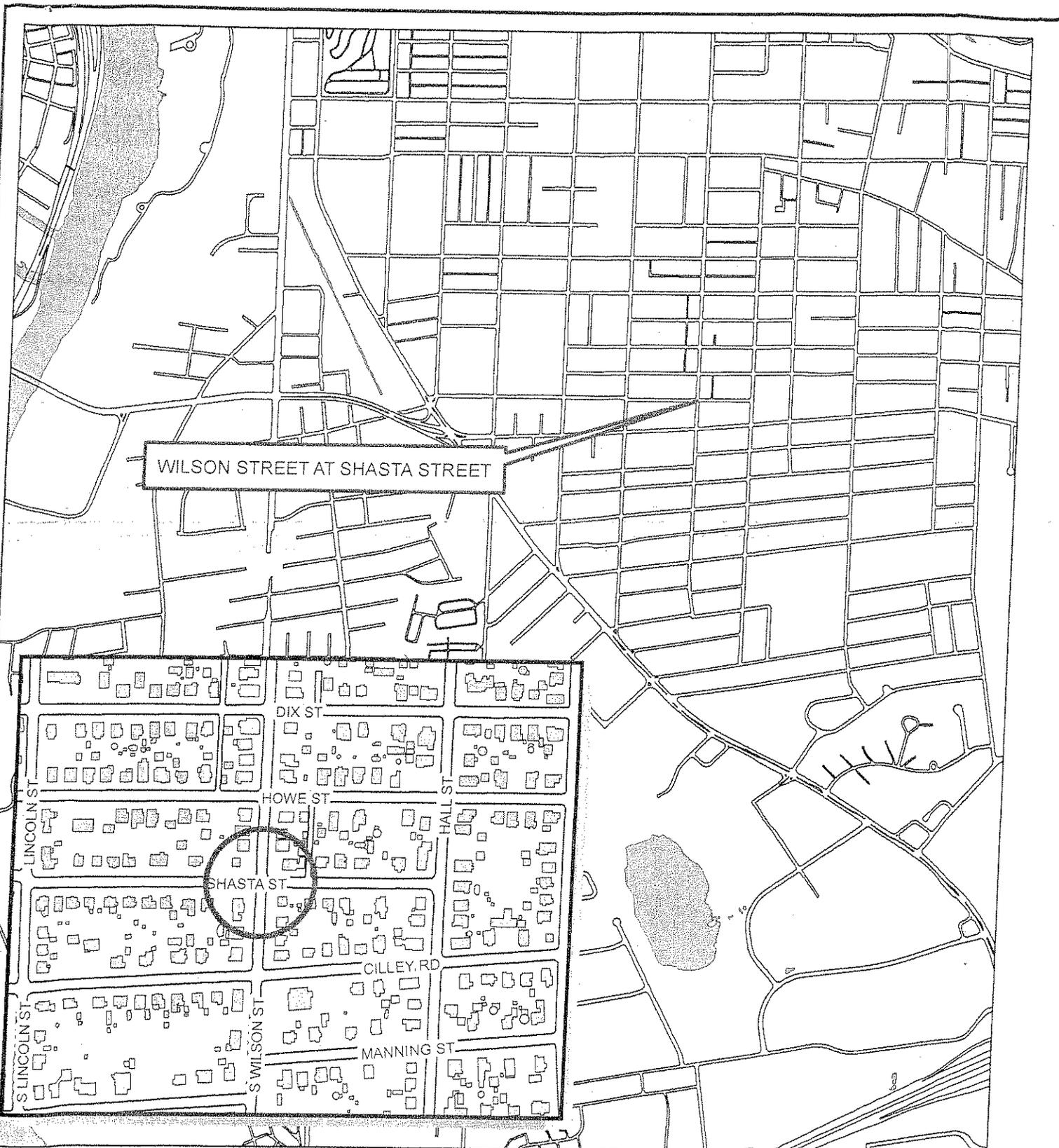
- 01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.
- 02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

- 03 *The decision to install multi-way stop control should be based on an engineering study.*
- 04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*
- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
 - B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
 - C. *Minimum volumes:*
 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
 - D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

- 05 Other criteria that may be considered in an engineering study include:
- A. The need to control left-turn conflicts;
 - B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
 - C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
 - D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

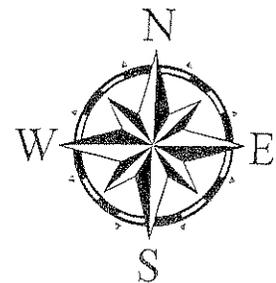


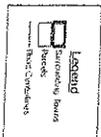
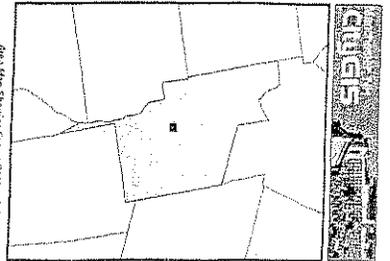
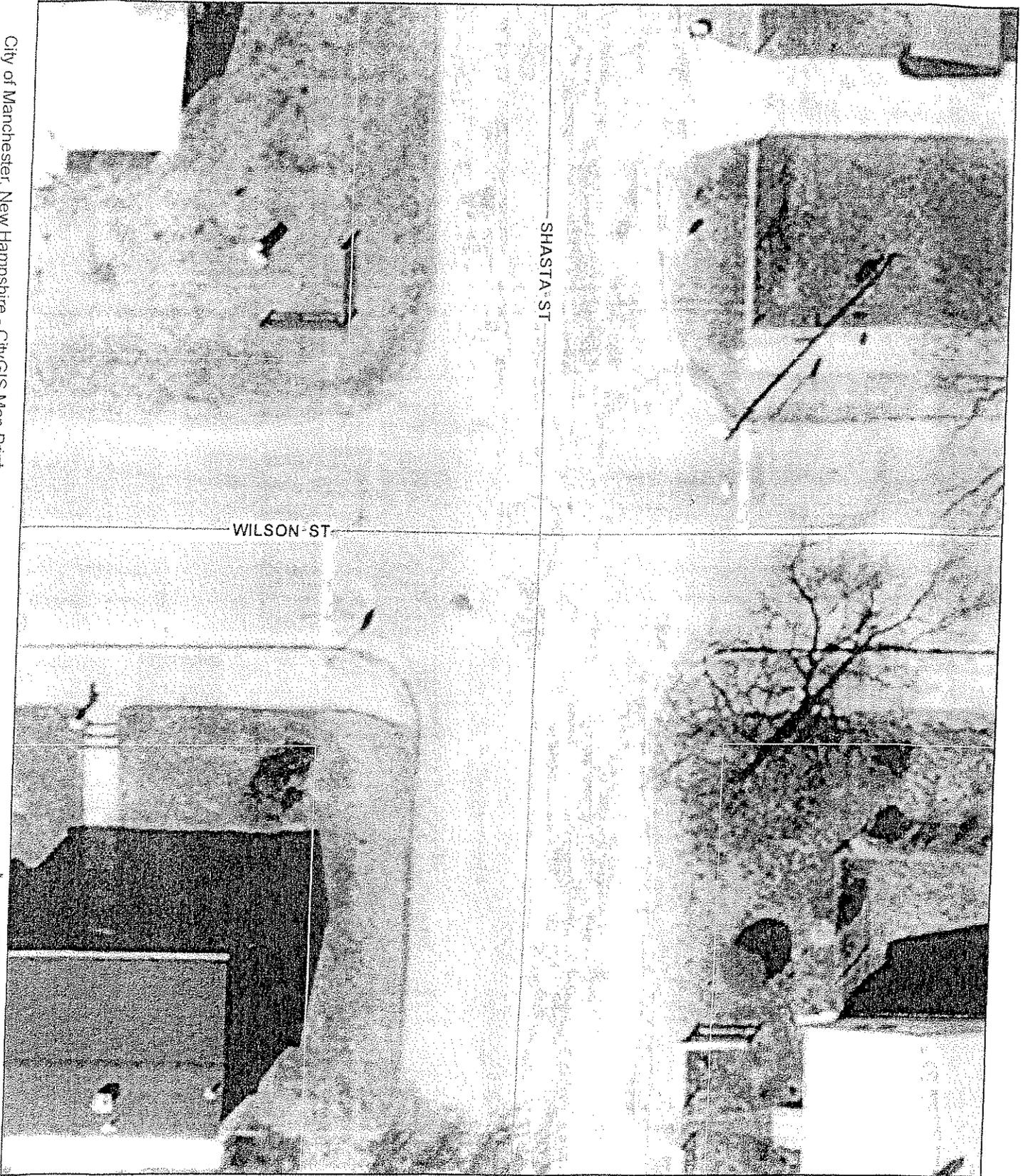
WILSON STREET AT SHASTA STREET

LOCUS MAP

WILSON STREET AT SHASTA STREET

CITY OF MANCHESTER
DEPARTMENT OF HIGHWAYS





DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, New Hampshire. This map is not a warranty, representation, or assurance of accuracy. All boundaries, measurements, areas, measurements, etc. are for informational purposes only and should not be used for legal purposes. The City makes no warranty or representation concerning the accuracy, completeness, or timeliness of this information. The official public records of the City of Manchester, New Hampshire, are the official records of the City, County, and State Government, and the Department of Assessor and Register, and are available for inspection and copying during regular business hours.



SHASTA STREET
EAST OF WILSON STREET
FACING WEST



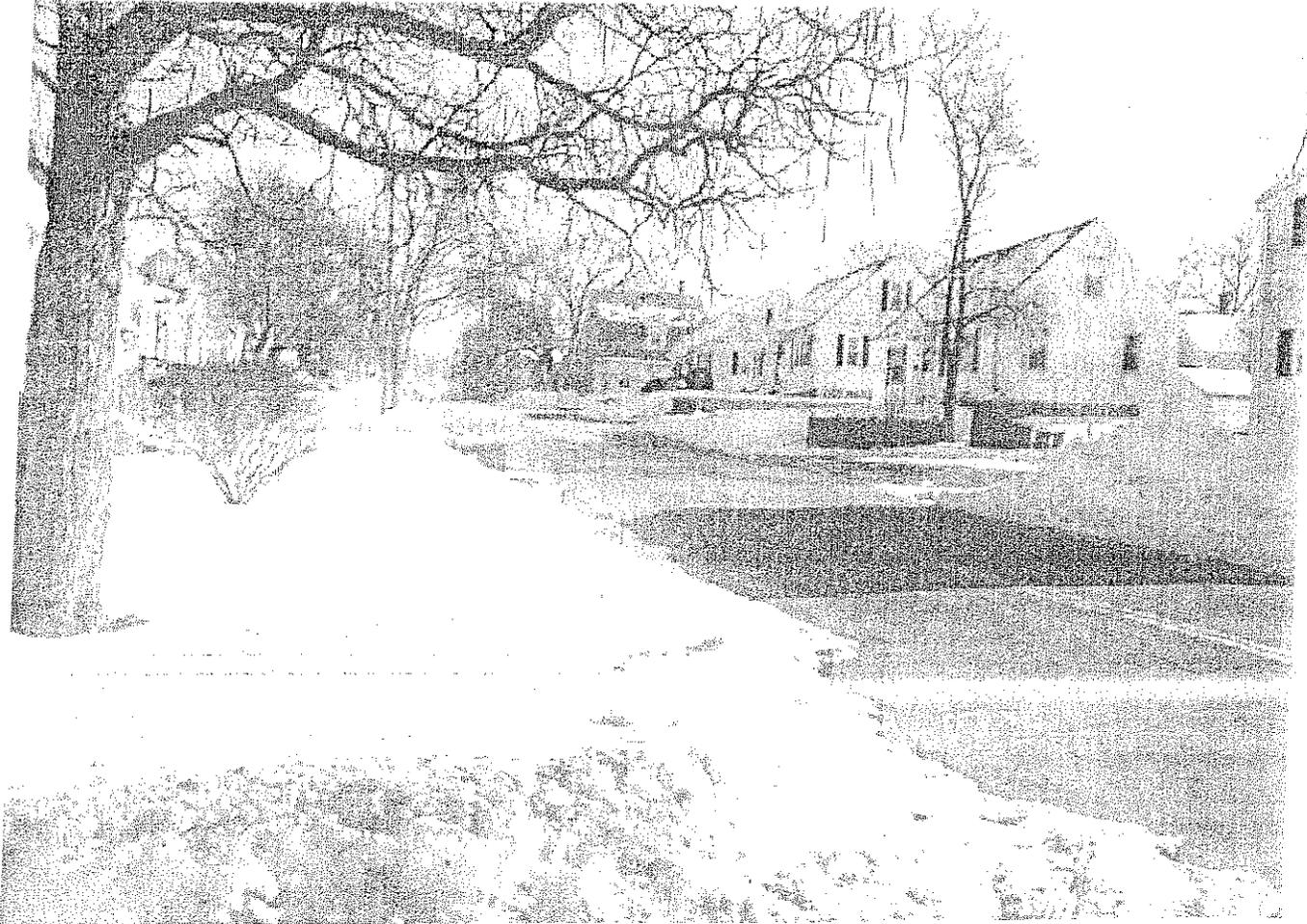
SHASTA STREET
WEST OF WILSON STREET
FACING EAST



WILSON STREET
SOUTH OF SHASTA STREET
FACING WEST



**WILSON STREET
SOUTH OF SHASTA STREET
FACING EAST**



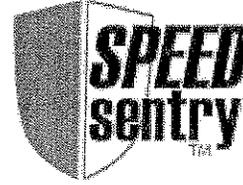
WILSON STREET
NORTH OF SHASTA STREET
FACING EAST



WILSON STREET
NORTH OF SHASTA STREET
FACING WEST

SPEEDsentry Summary Information
for Shasta St EB at Wilson St February2013.ssd

Speed Limit: 30
85% Speed: 28
Avg Speed: 21.4
Maximum Speed Detected: 52
Radar Pickup Distance: 500 ft



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Shasta St EB at Wilson St February 2013 - Volume by Speed - All Days

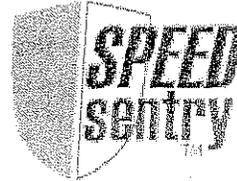
Time Start	Time End	1 to 10	11 to 20	21 to 30	31 to 40	41 to 50	51 to 60	61 to 70	71 to 80	81 to 90	91 to 100
12:00 AM	12:59 AM	6	12	16	3	0	0	0	0	0	0
1:00 AM	1:59 AM	6	8	6	3	0	0	0	0	0	0
2:00 AM	2:59 AM	3	2	4	1	0	0	0	0	0	0
3:00 AM	3:59 AM	7	11	9	0	0	0	0	0	0	0
4:00 AM	4:59 AM	5	6	0	0	0	0	0	0	0	0
5:00 AM	5:59 AM	9	13	14	2	0	0	0	0	0	0
6:00 AM	6:59 AM	14	28	23	5	1	0	0	0	0	0
7:00 AM	7:59 AM	13	60	81	12	2	0	0	0	0	0
8:00 AM	8:59 AM	14	66	93	41	0	0	0	0	0	0
9:00 AM	9:59 AM	48	131	101	130	0	0	0	0	0	0
10:00 AM	10:59 AM	31	127	111	11	0	0	0	0	0	0
11:00 AM	11:59 AM	19	105	156	19	1	0	0	0	0	0
12:00 PM	12:59 PM	24	133	201	19	0	0	0	0	0	0
1:00 PM	1:59 PM	20	121	181	22	3	1	0	0	0	0
2:00 PM	2:59 PM	24	123	188	19	1	0	0	0	0	0
3:00 PM	3:59 PM	30	176	286	27	1	0	0	0	0	0
4:00 PM	4:59 PM	30	162	295	22	1	0	0	0	0	0
5:00 PM	5:59 PM	31	164	327	35	1	0	0	0	0	0
6:00 PM	6:59 PM	21	125	177	17	1	0	0	0	0	0
7:00 PM	7:59 PM	18	84	112	9	2	0	0	0	0	0
8:00 PM	8:59 PM	14	62	90	11	0	0	0	0	0	0
9:00 PM	9:59 PM	11	54	65	9	1	0	0	0	0	0
10:00 PM	10:59 PM	7	34	45	7	0	0	0	0	0	0
11:00 PM	11:59 PM	7	22	26	6	1	0	0	0	0	0
Total		412	1829	2607	430	16	1	0	0	0	0
%		7.8	34.5	49.2	8.1	0.3	0	0	0	0	0

Approximate Vehicle Counts for Shasta St EB at Wilson St

Time Start	Time End	1/28/2013	1/29/2013	1/30/2013	1/31/2013	2/1/2013	2/2/2013	2/3/2013	2/4/2013	2/5/2013	2/6/2013
12:00 AM	12:59 AM	*	2	6	5	0	2	4	6	9	3
1:00 AM	1:59 AM	*	4	0	4	0	1	3	3	3	5
2:00 AM	2:59 AM	*	1	0	3	0	1	0	3	2	0
3:00 AM	3:59 AM	*	4	3	5	0	1	3	3	3	5
4:00 AM	4:59 AM	*	2	0	0	0	1	2	2	2	2
5:00 AM	5:59 AM	*	7	7	3	0	1	3	5	5	7
6:00 AM	6:59 AM	*	21	10	4	0	4	8	4	15	5
7:00 AM	7:59 AM	*	24	33	10	0	12	31	28	16	14
8:00 AM	8:59 AM	*	41	22	12	1	37	26	28	33	14
9:00 AM	9:59 AM	*	109	35	27	0	144	22	28	23	22
10:00 AM	10:59 AM	*	87	34	31	0	30	31	34	30	3
11:00 AM	11:59 AM	9	42	37	42	0	34	62	33	41	*
12:00 PM	12:59 PM	58	47	46	53	1	37	52	53	30	*
1:00 PM	1:59 PM	40	53	52	40	0	39	37	50	37	*
2:00 PM	2:59 PM	31	39	48	45	0	58	40	45	49	*
3:00 PM	3:59 PM	60	55	83	35	0	70	54	84	79	*
4:00 PM	4:59 PM	68	58	88	47	0	72	53	63	61	*
5:00 PM	5:59 PM	52	91	76	59	0	73	63	59	85	*
6:00 PM	6:59 PM	47	51	54	43	0	29	51	34	32	*
7:00 PM	7:59 PM	32	27	35	22	0	25	21	29	34	*
8:00 PM	8:59 PM	25	10	28	5	4	26	18	29	32	*
9:00 PM	9:59 PM	22	15	27	0	5	17	16	21	17	*
10:00 PM	10:59 PM	11	16	20	0	3	6	8	15	14	*
11:00 PM	11:59 PM	9	10	14	0	4	6	3	3	13	*
Total		464	816	758	495	18	726	611	662	665	80
%		8.8	15.4	14.3	9.3	0.3	13.7	11.5	12.5	12.6	1.5

SPEEDsentry Summary Information
for Shasta St WB at Wilson St January2013.ssd

Speed Limit: 30
85% Speed: 22
Avg Speed: 16
Maximum Speed Detected: 45
Radar Pickup Distance: 500 ft



File size: 130,513 bytes
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Shasta St WB at Wilson St January 2013 - Volume by Speed - All Days

Time Start	Time End	1 to 10	11 to 20	21 to 30	31 to 40	41 to 50	51 to 60	61 to 70	71 to 80	81 to 90	91 to 100
12:00 AM	12:59 AM	9	11	5	0	0	0	0	0	0	0
1:00 AM	1:59 AM	5	7	3	0	0	0	0	0	0	0
2:00 AM	2:59 AM	5	10	3	0	0	0	0	0	0	0
3:00 AM	3:59 AM	2	1	1	0	0	0	0	0	0	0
4:00 AM	4:59 AM	5	5	1	0	0	0	0	0	0	0
5:00 AM	5:59 AM	5	5	0	0	0	0	0	0	0	0
6:00 AM	6:59 AM	10	11	1	0	0	0	0	0	0	0
7:00 AM	7:59 AM	11	25	10	1	0	0	0	0	0	0
8:00 AM	8:59 AM	12	25	8	0	0	0	0	0	0	0
9:00 AM	9:59 AM	13	28	15	0	0	0	0	0	0	0
10:00 AM	10:59 AM	13	36	12	1	0	0	0	0	0	0
11:00 AM	11:59 AM	13	38	14	2	0	0	0	0	0	0
12:00 PM	12:59 PM	14	45	16	2	0	0	0	0	0	0
1:00 PM	1:59 PM	17	60	27	2	1	0	0	0	0	0
2:00 PM	2:59 PM	30	85	34	1	9	0	0	0	0	0
3:00 PM	3:59 PM	27	76	29	3	0	0	0	0	0	0
4:00 PM	4:59 PM	25	96	42	1	0	0	0	0	0	0
5:00 PM	5:59 PM	19	48	15	2	0	0	0	0	0	0
6:00 PM	6:59 PM	14	51	12	0	0	0	0	0	0	0
7:00 PM	7:59 PM	13	30	11	1	0	0	0	0	0	0
8:00 PM	8:59 PM	13	35	12	0	0	0	0	0	0	0
9:00 PM	9:59 PM	12	23	9	1	0	0	0	0	0	0
10:00 PM	10:59 PM	11	19	4	0	0	0	0	0	0	0
11:00 PM	11:59 PM	12	17	5	0	0	0	0	0	0	0
Total		310	787	289	17	10	0	0	0	0	0
%		21.9	55.7	20.5	1.2	0.7	0	0	0	0	0

Approximate Vehicle Counts for Shasta St WB at Wilson St

Time Start	Time End	12/23/2012	12/24/2012	12/25/2012	12/26/2012	12/27/2012	12/28/2012	12/29/2012	12/30/2012	12/31/2012
12:00 AM	12:59 AM	2	0	0	3	0	3	2	4	
1:00 AM	1:59 AM	0	3	0	2	3	0	2	0	
2:00 AM	2:59 AM	0	0	3	7	2	0	0	2	
3:00 AM	3:59 AM	0	0	0	1	0	0	0	0	
4:00 AM	4:59 AM	0	0	0	2	2	2	2	0	
5:00 AM	5:59 AM	0	0	2	2	2	0	2	0	
6:00 AM	6:59 AM	0	3	3	2	2	2	2	2	
7:00 AM	7:59 AM	4	2	3	4	4	0	2	2	
8:00 AM	8:59 AM	4	2	7	2	2	3	4	2	
9:00 AM	9:59 AM	3	2	9	3	3	5	1	6	
10:00 AM	10:59 AM	7	6	5	2	8	5	2	6	
11:00 AM	11:59 AM	5	3	10	2	5	3	2	5	
12:00 PM	12:59 PM	3	6	9	2	8	4	5	6	
1:00 PM	1:59 PM	5	7	6	6	6	6	20	5	
2:00 PM	2:59 PM	5	2	8	9	6	5	42	7	
3:00 PM	3:59 PM	6	6	11	8	8	7	3	10	
4:00 PM	4:59 PM	6	15	8	11	31	10	7	6	10
5:00 PM	5:59 PM	7	5	3	7	5	6	2	2	10
6:00 PM	6:59 PM	5	6	7	5	4	7	5	2	10
7:00 PM	7:59 PM	8	3	4	7	3	4	5	2	7
8:00 PM	8:59 PM	9	10	5	2	2	7	2	8	5
9:00 PM	9:59 PM	6	5	14	5	2	2	2	2	7
10:00 PM	10:59 PM	2	5	3	1	2	2	2	4	5
11:00 PM	11:59 PM	5	6	3	2	1	2	4	3	2
Total		82	105	79	116	107	104	74	120	113
%		5.8	7.4	5.6	8.2	7.6	7.4	5.2	8.5	8

Approximate Vehicle Counts for Shasta St WB at Wilson St

	1/1/2013	1/2/2013	1/3/2013	1/4/2013	1/5/2013
3	3	2	*	*	3
5	0	0	*	*	0
4	0	0	*	*	0
3	0	0	*	*	0
0	0	0	*	*	3
0	0	0	*	*	2
0	2	2	*	*	2
0	14	10	*	*	2
1	7	9	*	*	2
2	10	8	*	*	4
7	6	4	*	*	2
3	4	7	*	*	9
7	3	7	*	*	8
8	6	21	*	*	5
10	11	38	*	*	7
8	10	37	11	*	5
9	10	29	8	*	4
4	5	14	11	*	3
8	4	9	5	*	*
4	0	0	5	*	*
2	3	*	5	*	*
2	4	*	4	*	*
2	0	*	3	*	*
0	3	*	3	*	*
92	108	197	55	*	61
6.5	7.6	13.9	3.9	*	4.3

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

The Committee on Public Safety, Health and Traffic respectfully advises, after due and careful consideration, that the following regulation has been denied:

STOP SIGNS – 4 –WAY:

On Shasta Street at Wilson Street –NEC, SWC

(Review enclosed)

Alderman Shaw

Alderman Shea

(Unanimous vote with the exception of Alderman Gamache who was absent)

Respectfully submitted,

A handwritten signature in black ink that reads "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

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

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the Local Emergency Planning Committee for Manchester be formally recognized.

(Unanimous vote with the exception of Alderman Gamache who was absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

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

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the request from Millennium Running for the use of Arms Parking Lot for a race event on Sunday, October 27, 2013 be approved .

(Unanimous vote with the exception of Alderman Gamache who was absent)

Respectfully submitted,

A handwritten signature in black ink that reads "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



City of Manchester Parking Division

Denise Boutilier
Parking Manager
dboutilier@manchesternh.gov

February 19, 2013

Chairman Thomas Katsiantonas
Committee on Public Safety, Health and Traffic
1 City Hall Plaza
Manchester, NH 03101

RE: Request to use Arms Lot
Sunday, October 27, 2013
Trick or Trot – Millenium Running

Dear Chairman Katsiantonas:

I have received the following request for the Committee's review.

John Mortimer, Owner of Millenium Running, is requesting the use of a portion of the Arms Lot as home base for their 1st Annual Trick or Trot road race. The event is scheduled for Sunday, October 27, 2013. They anticipate 2000 (+-) participants.

Milly's Tavern and Cotton have been notified and approve the plan.

UNH asks that enough portable toilets are brought in as their rest rooms will not be available.

If you have any questions, please don't hesitate to ask.

Sincerely,

Denise Boutilier
Parking Manager

cc: Bill Sanders, Finance Director

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

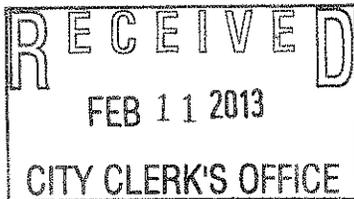
The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the request from Anthony Pawlak, 720 South Main Street, for a “Blind Driveway” sign to be placed in front of 728 South Main Street and possibly 734 South Main Street be approved.

(Unanimous vote with the exception of Alderman Gamache who was absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



Anthony Pawlak
720 South Main
Manchester, NH 03102
February 11, 2013

City of Manchester
Committee on Traffic and Public Safety
Re: Request for Blind Driveway Sign(s)

As many of the members of this committee and Mayor Gatsas are aware, we have been complaining for over a year about a ten foot tall box truck being parked in the front yard of 728 South Main. Unfortunately, since this residence is grandfathered from a zoning perspective, the existing front yard only driveway is not considered illegal and no enforcement measures are taken to address our safety concerns. Simply put the box truck creates a blind driveway situation for us when it is parked in the driveway. The northbound oncoming traffic does not see us until we are nearly in the street. In fact our son and daughter were nearly stuck by an ambulance in route to CMC on September 21, 2011. On November 15, 2011 this committee heard testimony from then Alderman at Large Mike Lopez that he personally tried to back out of driveway and was nearly hit three times. In addition, Manchester Police Lieutenant Tessier has also visited our property and finds the truck to be a visual obstruction, but has no enforceable ordinance which could rectify this dangerous condition.

As 26 year tax paying residents of the city, we respectfully request that this committee address our safety concerns by placing "Blind Driveway" signs in front of 728 (and possibly 734) South Main. Most traffic on South Main Street travels on the order of 30 to 40 MPH. In order, to give oncoming traffic two seconds to react, we request the sign(s) be placed 90 to 120 feet south of our property line.

Thank you for your assistance,

Paula and Anthony Pawlak
603.645.6760 (home)
603.289.1922 (cell)

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

The Committee on Public Safety, Health and Traffic respectfully advises, after due and careful consideration, that the request from JLX Photography for the use of Arms Parking Lot for an event on Saturday, April 6, 2013, has been denied.

(Unanimous vote with the exception of Alderman Gamache who was absent)

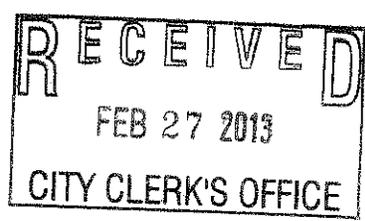
Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

March 4, 2013 New Business
Comm. on Public Safety, Health & Traffic

Jules Norcross
63 Malvern St #5
Manchester, NH 03104
February 25, 2013



City of Manchester
Parking Department
25 Vine St.
Manchester, NH

To Whom It May Concern:

My name is Jules Norcross and I own J LX Photography, based here in Manchester, New Hampshire. As part of my desire to give back this year I am putting together a calendar of Women in Motorsports to benefit the Susan G Komen Foundation for a Cure. 100% of the proceeds from this calendar will be donated to the foundation.

Two of the women who will be featured in this calendar are professional stunt riders. To increase our donations to the foundation, we hope to make their calendar shoot into an event and invite their fans and the public to attend for a \$5 donation.

In order to make this shoot successful, we need a scenic lot that will be closed to the public to insure the rider's safety. After exploring Manchester, we couldn't find a better location than Arms Park. Between the river and the mill buildings, as well as the ample parking it meet both our photographing and riding needs.

We hope the City of Manchester chooses to help us support an incredible organization by allowing us use of the Arms Park lot on April 6th, 2013. We are requesting the lot from 1:30pm until sunset to insure ample time to test shoot and set up the needed lighting and other equipment. Feel free to reach out to me with any questions at (603) 369-8540.

Sincerely,

Jules Norcross
Owner, J LX Photography

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

The Committee on Public Safety, Health and Traffic respectfully advises, after due and careful consideration, that the communication from Stephanie Lewry, Executive Director of Intown Manchester, regarding bicycles and skateboards on sidewalks has been received and filed.

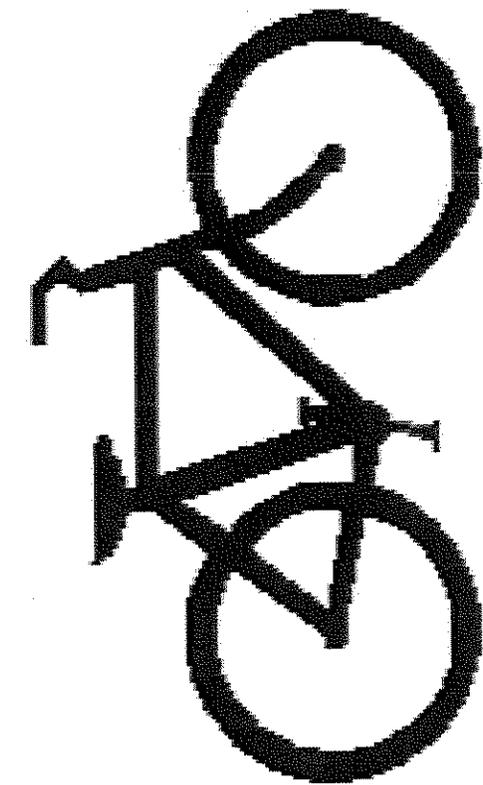
(Unanimous vote with the exception of Alderman Gamache who was absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a prominent initial "M".

Clerk of Committee

NO BIDDING



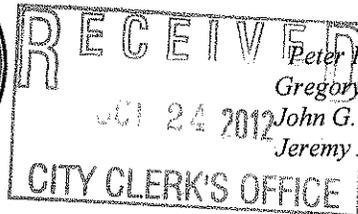
RECEIVED
FEB 21 2013
CITY CLERK'S OFFICE

NON

STREETWALK

Thomas R. Clark.
City Solicitor

Thomas I. Arnold, III
Deputy City Solicitor



Peter R. Chiesa
Gregory T. Muller
John G. Blanchard
Jeremy A. Harmon

CITY OF MANCHESTER
Office of the City Solicitor

October 24, 2012

Committee on Public Safety, Health and Traffic
c/o Matthew Normand
One City Hall Plaza
Manchester, New Hampshire

Re: Skateboard Ordinance

Gentlemen:

At its meeting on October 1, 2012 the Committee on Public Safety, Health and Traffic requested that I draft an ordinance prohibiting skateboard on sidewalks within the Central Service Business District. I have enclosed a proposed ordinance for the Committee's consideration.

Very truly yours,

Thomas I. Arnold, III
Deputy City Solicitor

TIA/hms

enclosure

Amend Ordinance §70.24 to prohibit the use of skateboards or scooters on side walks within the Central Service Business District

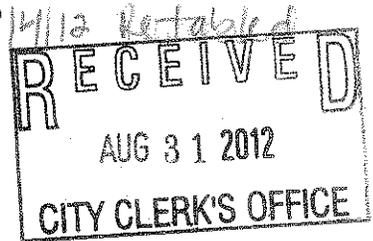
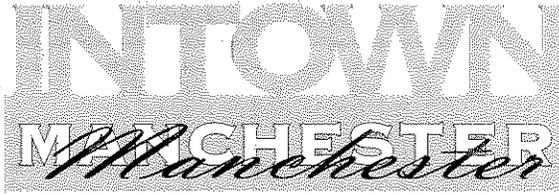
§70.24 **SKATEBOARDS, ROLLER SKATES AND SIMILAR DEVICES.**

(A) It shall be unlawful for any person upon roller skates, skateboards, or riding in or by means of any coaster, toy vehicle or a similar device, which is motorized or non-motorized to go up on any roadway except while crossing a street or a crosswalk.

(B) It shall be unlawful to use a skateboard or a scooter with wheels in tandem, upon any sidewalk within the Central Business Service District as it is delineated pursuant to §37.02.

(C) ~~(B)~~ It shall be unlawful for any person to use a skateboard or similar device whether motorized or non-motorized in zones restricted by regulation of the Committee on Traffic and Public Safety.

(D) ~~(C)~~ The provisions of this section shall not apply to an electric personal assistive mobility device as defined by R.S.A. 269:1 et seq.



August 29, 2012

Committee on Public Safety, Health, & Traffic
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RE: Bicycles on Sidewalks

Dear Aldermen,

A couple of months ago, I corresponded with this committee regarding bicyclists using the sidewalks and the potential danger to pedestrians. We suggested installing some signs to remind cyclists that they need to use the road ways.

Since that time, I have learned of a very effective program that is being used in Concord and other cities to discourage cycling on the sidewalks. It is a simple spray-painted sign applied on the street pavement at various corners of the downtown, reminding cyclists that when using the sidewalks, they need to walk their bikes. I have attached an example for your review.

With your permission, I will get a stencil made, similar to the attached photo, and I will coordinate with the Traffic Department and my maintenance team to apply the stencil on the pavement at crosswalk locations with paint.

Thank you for your consideration of this issue.

Sincerely,

Handwritten signature of Stephanie Lewry in cursive script.
Stephanie Lewry, Executive Director
Attachment

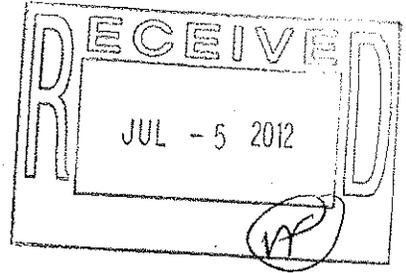


8/6/12 Tabled



June 19, 2012

Committee on Public Safety, Health, & Traffic
Alderman Ouellette, Chair
City of Manchester
One City Hall Plaza
Manchester, NH 03101



RE: Bicycles on Sidewalks

Dear Aldermen,

I have received complaints about young adults, on their bicycles and skate boards, speeding along on the downtown sidewalks. It has come to my attention that the laws prohibiting bicycles on sidewalks are being flagrantly disregarded, particularly in downtown Manchester, and there is likely to be an accident.

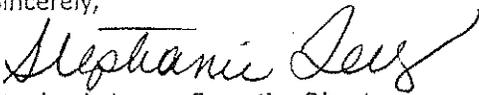
- One such complaint recounted an event where a customer was exiting a store and barely escaped a collision with a fast moving bicycle on the sidewalk. People exiting stores onto a pedestrian walkway don't expect to be confronted by a speeding cyclist or skateboarder, so there is very real danger of a serious accident.
- Another incident involved cyclists, riding on the sidewalk, weaving in and around the pedestrians. In their haste, the cyclists darted out across one of the side streets - not stopping at the corner; at that moment, an automobile was turning onto the side street from Elm, and I witnessed a near accident.

The City of Manchester Ordinance reads:

§ 72.10 RIDING ON SIDEWALKS PROHIBITED; ERECTION OF SIGNS.
No person shall operate a bicycle upon any sidewalk within the city, and the Surveyor of Highways, upon request from the Chief of Police, is hereby authorized to erect signs on any sidewalk or highway prohibiting the operating of bicycles thereon. ('71 Code, § 5-10) Penalty, see § 70.99

While it has been suggested that there are already far too many signs in downtown, nonetheless, it may be reasonable to post a few signs in the CBD, reminding riders that they are not to be on the sidewalk.

Thank you for your consideration of this issue.

Sincerely,

Stephanie Lewry, Executive Director

Thomas R. Clark.
City Solicitor

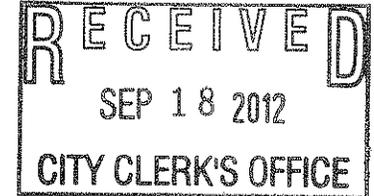


Peter R. Chiesa
Gregory T. Muller
John G. Blanchard
Jeremy A. Harmon

Thomas I. Arnold, III
Deputy City Solicitor

CITY OF MANCHESTER
Office of the City Solicitor

September 18, 2012



Committee on Public Safety and Traffic
c/o Matthew Normand, Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

Re: Bicycles and Skateboards on Sidewalks

Gentlemen:

At your meeting on August 6, 2012 the Committee on Public Safety, Health and Traffic requested that I review current ordinances related to the use of bicycles and skateboards on City sidewalks.

Ordinance §72.10 (Attached) prohibits operating a bicycle on a sidewalk. The penalty reference in §72.10 should be updated as I cannot find a §70.99 in the ordinances. As operating a bicycle on a City sidewalk is prohibited painting a sign on the pavement such as the sign pictured in the attachment to Stephanie Lewry's letter of August 29, 2012 is permissible should the Committee and the Board of Mayor and Aldermen so desire.

While there is an ordinance regulating the use of motorized skate boards (See the §75.01 et. seq. attached) there is no ordinance prohibiting the use of skateboards on sidewalks. There is an ordinance prohibiting the use of skateboards on a city street, except while crossing a street on the crosswalk. See §70.24 attached.

The Board of Mayor and Aldermen has the authority to regulate the use of skateboards on sidewalks should it wish to do so. If the Board of Mayor and Aldermen decides to regulate the use of skateboards on sidewalks the Board should devote some consideration to the areas within the City where skateboard use will be restricted.

I will be in attendance at the next meeting of the Committee on Public Safety, Health and Traffic should there be any questions.

Very Truly Yours,

Thomas I. Arnold, III
Deputy City Solicitor

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6523 • FAX: (603) 624-6528
TTY: 1-800-735-2964

E-Mail: solicitor@manchesternh.gov • Website: www.manchesternh.gov

Manchester, NH Code of Ordinances

§ 70.24 ROLLER SKATES AND SIMILAR DEVICES.

(A) It shall be unlawful for any person upon roller skates, skateboards, or riding in or by means of any coaster, toy vehicle or a similar device, which is motorized or non-motorized to go up on any roadway except while crossing a street on a crosswalk.

(B) It shall be unlawful for any person to use a skateboard or similar device whether motorized or non-motorized in zones restricted by regulation of the Committee on Traffic and Public Safety.

(C) The provisions of this section shall not apply to an electric personal assistive mobility device as defined by R.S.A. 269:1 et seq.

(Ord. passed 8-6-02)

§ 72.10 RIDING ON SIDEWALKS PROHIBITED; ERECTION OF SIGNS.

No person shall operate a bicycle upon any sidewalk within the city, and the Surveyor of Highways, upon request from the Chief of Police, is hereby authorized to erect signs on any sidewalk or highway prohibiting the operating of bicycles thereon.

(71 Code, § 5-10) Penalty, see § 70.99

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Manchester, NH Code of Ordinances

§ 72.10 RIDING ON SIDEWALKS PROHIBITED; ERECTION OF SIGNS.

No person shall operate a bicycle upon any sidewalk within the city, and the Surveyor of Highways, upon request from the Chief of Police, is hereby authorized to erect signs on any sidewalk or highway prohibiting the operating of bicycles thereon.

(71 Code, § 5-10) Penalty, see § 70.99

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Manchester, NH Code of Ordinances

CHAPTER 75: MOTORIZED SCOOTERS

Section

General Provisions

- 75.01 General provision; definition
- 75.02 Obedience to traffic-control ordinances; effect of conflict
- 75.03 Obedience to traffic-control devices; exceptions
- 75.04 Age requirements
- 75.05 Equipment required
- 75.06 Speed; direction
- 75.07 Yielding right-of-way
- 75.08 Noise
- 75.09 Rental

Licenses

- 75.11 Licenses required
- 75.12 Application
- 75.13 Issuance
- 75.14 Fee; duration
- 75.99 Penalty

GENERAL PROVISIONS**§ 75.01 GENERAL PROVISION; DEFINITION.**

(A) This chapter shall govern the use of all motorized scooters, also known as go-peds or motorized skateboards, on all public streets, alleys and highways within the city and the property of any designation owned by the city.

(B) For the purpose of this chapter the term **MOTORIZED SCOOTERS** shall mean any vehicle with a gas or electric engine and wheels joined, in tandem, to the bottom of a narrow platform with a vertical handle fixed to the platform, frame or wheels which is intended to be ridden in a standing position.

(Ord. passed 4-6-04)

§ 75.02 OBEDIENCE TO TRAFFIC-CONTROL ORDINANCES; EFFECT OF CONFLICT.

Any person operating a motorized scooter upon any public highway or path within the city shall operate the same in accordance with all the provisions contained in the traffic ordinances of the city.

(Ord. passed 4-6-04) Penalty, see § 75.99

§ 75.03 OBEDIENCE TO TRAFFIC-CONTROL DEVICES; EXCEPTIONS.

All official traffic signals, signs, and other control devices within the city used in regulating and directing traffic must be obeyed, unless otherwise directed by a police officer; and on public highways where authorized signs are erected, indicating that no left, right, or "U" turn is permitted, no person or persons operating a motorized scooter in the city shall disobey the regulation contained therein, except that when such person dismounts from the motorized scooter to make any such turn, he shall obey all the traffic ordinance provisions applicable to pedestrians.

(Ord. passed 4-6-04) Penalty, see § 75.99

§ 75.04 AGE REQUIREMENTS.

The use of a motorized scooter is allowed by anyone 16 years of age or older; anyone under this age is restricted from using them. A valid motor vehicle driver's license is not required to operate a motorized scooter.

(Ord. passed 4-6-04) Penalty, see § 75.99

§ 75.05 EQUIPMENT REQUIRED.

(A) No person shall operate a motorized scooter unless it is equipped with a brake. Operators shall wear footwear consisting of a sturdy sole and which completely covers the feet and toes.

(B) Any motorized scooters operated upon any way during the period from one-half hour after sunset to one-half hour before sunrise, and whenever rain, snow or fog shall interfere with the proper view of the road shall be equipped with a lamp emitting a white light visible from a distance of 300 feet in front of the motorized scooter and with a red reflector on the rear which shall be visible from a distance of 300 feet to the rear when directly in front of the headlamps of a motor vehicle.

(Ord. passed 4-6-04) Penalty, see § 75.99

§ 75.06 SPEED; DIRECTION.

Motorized scooters shall not be operated within the city at a speed greater than is reasonable and prudent under the conditions then existing, and shall be operated as near the right-hand side of the highway as practicable, exercising due care when passing a parked vehicle, or one proceeding in the same direction.

(Ord. passed 4-6-04) Penalty, see § 75.99

§ 75.07 YIELDING RIGHT-OF-WAY.

Motorized scooters emerging from an alley, driveway, or building within the city shall upon approaching a sidewalk or the sidewalk area extending across any alleyway, or driveway yield the right-of-way to all pedestrians approaching on the said sidewalk or sidewalk area; and upon entering the highway shall yield the right-of-way to all vehicles approaching on said highway.

(Ord. passed 4-6-04) Penalty, see § 75.99

§ 75.08 NOISE.

No motorized scooter shall make any unreasonably loud, disturbing or unnecessary noise.

(Ord. passed 4-6-04) Penalty, see § 75.99

§ 75.09 RENTAL.

No person shall rent, or offer for rent, any motorized scooter within the city unless it is properly licensed and equipped in accordance with the provisions of this chapter.

(Ord. passed 4-6-04) Penalty, see § 75.99

LICENSES**§ 75.11 LICENSES REQUIRED.**

No person shall ride or propel a motorized scooter on any public highway within the city, or upon any other public path unless such motorized scooter has been properly licensed as herein provided.

(Ord. passed 4-6-04) Penalty, see § 75.99

§ 75.12 APPLICATION.

Any person requiring a license for a motorized scooter shall submit his application in writing to the Chief of Police, or his authorized agents. Each application shall be made on an approved form to be provided by the Police Department and contain such information as the Chief of Police may deem necessary for the proper enforcement of this chapter.

(Ord. passed 4-6-04)

§ 75.13 ISSUANCE.

It shall be the duty of the Chief of Police or his agents to act on all motorized scooter license applications received and to issue the same when the provisions of this chapter have been complied with by the applicant, including the certification by the applicant that the motorized scooter is in good and safe mechanical condition.

(Ord. passed 4-6-04)

§ 75.14 FEE; DURATION.

(A) The fee for each motorized scooter license issued shall be \$5. A motorized scooter shall be considered registered for the entire life of the motorized scooter, unless the plate provided by the Chief of Police has been mutilated, destroyed, altered, or the ownership of the motorized scooter has been transferred to another person.

(B) Upon transfer of ownership of the motorized scooter the new owner shall re-register the motorized scooter as provided in § 75.12.

(Ord. passed 4-6-04)

§ 75.99 PENALTY.

Any person or persons violating any act or provision of this chapter shall be fined not more \$25 for the first and \$50 for a second offense. Any person or persons violating this chapter on a third, or more, time must appear.

(Ord. passed 4-6-04)

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

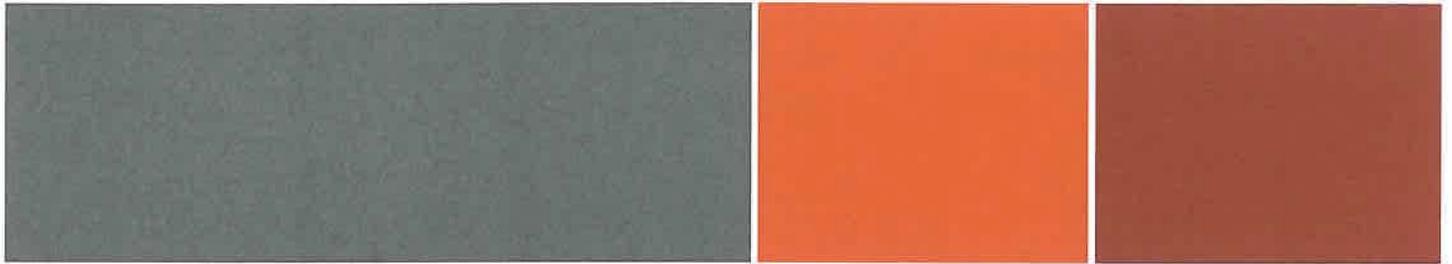
The Special Committee on the Civic Center respectfully advises, after due and careful consideration, that it has accepted the annual financial report of the Verizon Wireless Arena/SMG.

(Unanimous vote with the exception of Alderman Ludwig who was absent)

Respectfully submitted,

A handwritten signature in cursive script that reads "Matthew Normand". The signature is written in black ink and is positioned above the typed name.

Clerk of Committee



VERIZON WIRELESS ARENA/SMG

SPECIAL PURPOSE STATEMENTS

October 31, 2012 and 2011

With Independent Auditors' Report

INDEPENDENT AUDITORS' REPORT

To the Management of the
City of Manchester, New Hampshire
and the Verizon Wireless Arena/SMG

We have audited the accompanying special purpose statements of assets, liabilities, and accumulated deficit of Verizon Wireless Arena/SMG as of October 31, 2012 and 2011, and the related special purpose statements of revenues, expenses, and change in accumulated deficit, and cash flows for the years then ended (as defined by a management agreement between SMG and the City of Manchester [the City] related to the management of the Verizon Wireless Arena [the Arena]). These special purpose statements are the responsibility of SMG, the manager of the Arena. Our responsibility is to express an opinion on these special purpose statements based on our audits.

We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the special purpose statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the special purpose statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall special purpose statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As described in Note 1, the accompanying special purpose statements were prepared for the purpose of complying with the terms of the management agreement between the City and SMG related to the management of the Arena. They are not intended to be a complete presentation of the financial position, results of operations and cash flows of the Arena, SMG, or the City in conformity with U.S. generally accepted accounting principles.

In our opinion, the special purpose statements referred to above present fairly, in all material respects, the assets, liabilities and accumulated deficit of Verizon Wireless Arena/SMG as of October 31, 2012 and 2011, and its revenues, expenses, and change in accumulated deficit, and cash flows for the years then ended, on the basis of accounting described in Note 1.

This report is intended solely for the information and use of SMG and the management of the City of Manchester, New Hampshire and is not intended to be, and should not be, used by anyone other than these specified parties.



Manchester, New Hampshire
November 29, 2012

VERIZON WIRELESS ARENA/SMG

Statements of Assets, Liabilities, and Accumulated Deficit

October 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
ASSETS		
Cash and cash equivalents	\$ 3,485,108	\$ 2,558,134
Accounts receivable	803,105	418,597
Due from SMG	517,423	244,356
Prepaid expenses	<u>99,525</u>	<u>138,510</u>
Total assets	<u>\$ 4,905,161</u>	<u>\$ 3,359,597</u>
LIABILITIES AND ACCUMULATED DEFICIT		
Liabilities		
Accounts payable	\$ 168,776	\$ 189,480
Accrued expenses	386,515	387,364
Deferred revenue	1,522,559	1,494,473
Advance ticket sales	<u>3,011,663</u>	<u>1,472,632</u>
Total liabilities	5,089,513	3,543,949
Commitments (Note 3)		
Accumulated deficit	<u>(184,352)</u>	<u>(184,352)</u>
Total liabilities and accumulated deficit	<u>\$ 4,905,161</u>	<u>\$ 3,359,597</u>

The accompanying notes are an integral part of these special purpose statements.

VERIZON WIRELESS ARENA/SMG

Statements of Revenues, Expenses, and Change in Accumulated Deficit

Years Ended October 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Direct event income, net of related expenses of \$1,932,359 and \$1,641,618 in 2012 and 2011, respectively	\$ 424,383	\$ 449,326
Ancillary income, net of related expenses of \$2,551,323 and \$2,285,651 in 2012 and 2011, respectively	622,317	646,321
Other event income	<u>660,071</u>	<u>518,677</u>
Total event income	1,706,771	1,614,324
Other income	<u>1,860,213</u>	<u>2,182,877</u>
Operating revenues	3,566,984	3,797,201
Operating expenses	<u>3,128,845</u>	<u>3,093,485</u>
Net operating income	<u>438,139</u>	<u>703,716</u>
Fees incurred under management agreement		
Base management fee - SMG	<u>438,139</u>	<u>703,716</u>
Net change in accumulated deficit	-	-
Accumulated deficit, beginning of year	<u>(184,352)</u>	<u>(184,352)</u>
Accumulated deficit, end of year	<u>\$ (184,352)</u>	<u>\$ (184,352)</u>

The accompanying notes are an integral part of these special purpose statements.

VERIZON WIRELESS ARENA/SMG

Statements of Cash Flows

Years Ended October 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Cash flows from operating activities	\$	\$
Net change in accumulated deficit	-	-
Adjustments to reconcile net change in accumulated deficit to net cash provided (used) by operating activities		
Changes in working capital assets and liabilities		
Accounts receivable	(384,508)	(107,458)
Due from SMG	(273,067)	17,775
Prepaid expenses	38,985	(56,282)
Accounts payable	(20,704)	7,475
Accrued expenses	(849)	21,179
Deferred revenue	28,086	(731,612)
Advance ticket sales	<u>1,539,031</u>	<u>(19,376)</u>
Net cash provided (used) by operating activities	<u>926,974</u>	<u>(868,299)</u>
Net increase (decrease) in cash and cash equivalents	926,974	(868,299)
Cash and cash equivalents, beginning of year	<u>2,558,134</u>	<u>3,426,433</u>
Cash and cash equivalents, end of year	<u>\$ 3,485,108</u>	<u>\$ 2,558,134</u>

The accompanying notes are an integral part of these special purpose statements.

VERIZON WIRELESS ARENA/SMG

Notes to Special Purpose Statements

October 31, 2012 and 2011

1. Nature of Business and Ownership

Verizon Wireless Arena (the Arena) is a multi-purpose venue located in Manchester, New Hampshire. It was opened on November 15, 2001 and includes entertainment options, such as sporting events, concerts, and various family events.

The Arena is managed by Verizon Wireless Arena/SMG, a partnership, under a management agreement initially entered into on March 1, 2000 (the old management agreement) between the City of Manchester, New Hampshire (the City) and SMG, as the assignee of Aramark Entertainment, Inc. (f/k/a Ogden Entertainment, Inc.). Effective April 1, 2010, SMG and the City entered into a new management agreement (the management agreement) in order to terminate the old management agreement and, among other things, extend SMG's management services at the Arena beyond the terms of the old management agreement. Under the management agreement, the City contracts SMG to staff, manage, operate, and maintain the Arena at the highest industry standards and in the best financial interest of the City. The special purpose statements were prepared for the purpose of complying with the management agreement.

2. Summary of Significant Accounting Policies

Revenue Recognition

The Arena recognizes revenues from events as the events occur. Revenues not earned are classified as either deferred revenue or advance ticket sales. Other event income includes luxury box ticket sales for individual events, facility charges and ticket incentive rebates.

Other Income

Included in other income are revenues generated from luxury boxes, club seating, advertising, and interest earned. Luxury box revenue is recognized over the course of the suite agreement. Club seat revenue is recognized over the course of the hockey season. Advertising revenue is recognized over the course of the advertising agreements.

Use of Estimates

Management uses estimates and assumptions in preparing the special purpose statements that affect the reported amounts of assets, liabilities, revenues and expenses, and the disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

VERIZON WIRELESS ARENA/SMG

Notes to Special Purpose Statements

October 31, 2012 and 2011

Cash and Cash Equivalents

Cash equivalents consist of all highly liquid investments with an original maturity of three months or less. For purposes of reporting cash flows, SMG considers all cash accounts and money market accounts to be cash and cash equivalents.

SMG maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. SMG has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

Accounts Receivable and Due from SMG

Accounts receivable and the amount due from SMG are stated at the amounts management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Management believes accounts receivable to be fully collectible as of October 31, 2012 and 2011.

The management agreement provides for a senior base management fee to be paid to SMG from the net operating surplus of the Arena, as defined by the management agreement. During the years ended October 31, 2012 and October 31, 2010, the senior base management fee paid to SMG exceeded the net operating surplus earned by SMG, resulting in a receivable due from SMG to the Arena for each of those years. The receivable due from SMG to the Arena was \$517,423 and \$244,356 as of October 31, 2012 and 2011, respectively.

Building Improvements, Furnishings and Equipment

Building improvements, furnishings and equipment purchased by SMG are expensed when received at the Arena.

Subsequent Events

For purposes of the preparation of these special purpose statements in conformity with the terms of the management agreement, the Arena has considered transactions or events occurring through November 29, 2012, which was the date the special purpose statements were available to be issued.

3. Defined-Contribution Plan

SMG sponsors a defined-contribution 401(k) plan covering substantially all full-time employees that have more than one year of service. Employer contributions under the plan totaled \$15,505 and \$14,536 for the years ended October 31, 2012 and 2011, respectively.



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

The Special Committee on the Civic Center respectfully advises, after due and careful consideration, that it has accepted the communication regarding the Civic Center Capital Improvement Fund as of October 31, 2012.

(Unanimous vote with the exception of Alderman Ludwig who was absent)

Respectfully submitted,

A handwritten signature in black ink that reads "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



William E. Sanders
Finance Officer

CITY OF MANCHESTER
Finance Department

February 27, 2013

Special Committee on Civic Center
C/O Mr. Matthew Normand, City Clerk
One City Hall Plaza
Manchester NH 03101

Dear Honorable Committee Members,

The balance the Civic Center Capital Improvement Fund as of October 31, 2012, is \$1,717,689.10. Account activity detail can be furnished by the Finance Department upon request.

Respectfully submitted,

Sharon Y. Wickens
Assistant Director-Treasury

Cc: William E. Sanders

Brian Boyer
Director of Finance
Verizon Wireless Arena / SMG

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6460 • FAX: (603) 624-6549
E-mail: Finance@ManchesterNH.gov • Website: www.manchesternh.gov

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

The Special Committee on the Civic Center respectfully recommends, after due and careful consideration, that all efforts be taken to protect the City's interests with respect to the civic center and the proposed casino legislation.

(Unanimous vote with the exception of Alderman Ludwig who was absent)

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Matthew Normand".

Clerk of Committee

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

The Special Committee on the Municipal Complex respectfully recommends, after due and careful consideration, that \$157,088 from project contingency be transferred to CIP project #810512.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

2/20/2013

PROJECT PROJECTION

	Original		Last		Current		Variance	
	Budget	Projection	Recommendation	Last v Current	Recommendation	Last v Current	Recommendation	Last v Current
PROJECT SOFT COSTS - Dept. of Public Works								
1 Owner Contingency	\$428,420	\$192,340		\$0		(\$192,340)		
2 Surplus Office Building Purchase	\$950,000	\$964,745		\$964,745		\$0		
3 Water Works Purchase	\$400,000	\$400,000		\$400,000		\$0		
4 B&M Railroad Purchase	\$30,000	\$30,177		\$30,177		\$0		
5 Legal Fees	\$25,000	\$10,000		\$10,000		\$0		
6 LEED Registration/Certification Fees	\$9,200	\$6,500		\$6,500		\$0		
7 Commissioning for Admin, Police, Mtce.Bldgs	\$150,000	\$98,613		\$98,752		(\$139)		
8 Architect & Engineering	\$2,100,000	\$2,100,000		\$2,100,000		\$0		
9 Geotechnical Engineering	\$50,000	\$53,000		\$55,100		(\$2,100)		
10 Technology Systems & Design including Fiber	\$375,000	\$593,000		\$585,000		\$8,000		
11 Equipment Installation for Specialty Items	\$50,000	\$0		\$0		\$0		
12 PSNH Relocations	\$0	\$10,000		\$10,000		\$0		
13 Fit-up Surplus Office Building into Shops	\$150,000	\$103,000		\$118,000		(\$15,000)		
14 Construction Testing and Inspections	\$89,755	\$135,000		\$161,013		(\$26,013)		
15 Furniture (FF&E)	\$0	\$166,000		\$166,000		\$0		
16 Transfer to CIP 810512 for FF&E				\$157,088		(\$157,088)		
TOTAL SOFT COSTS	\$4,807,375	\$4,862,375		\$4,862,375		\$0		

CIP 810512 Funding Summary

Anticipated Project Revenues	\$595,000
Transfer from MMC Project to CIP 810512	\$166,631
National Grid Rebates (Actual)	\$112,504
Liberty Gas Rebate (Anticipated)	\$6,000
PSNH Rebates (Actual)	\$46,185
PSNH Rebates (Anticipated)	\$3,000
Interest Accrual (Estimated)	\$82,000
Subtotal	\$416,320
*Transfer from MMC Project Contingency	\$157,088
*Transfer from MMC Project Construction	\$21,592
Total CIP 810512 Revenues	\$595,000
Project Funding Balance (Shortfall)	\$0

*Committee Approval Required

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

The Special Committee on the Municipal Complex respectfully recommends, after due and careful consideration, that the Deputy Public Works Director be authorized to execute a change order of up to \$350,000 from the Harvey Construction contract for services self-performed by the City.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Hermand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

2/25/2013

Harvey

Contract Summary

Final Cost Projections

Harvey Construction Current Contract	\$38,637,625
Current Estimate @ Completion*	\$38,637,625
<hr/>	
City Costs (see breakdown)	\$4,862,375
<hr/>	
Total Project Costs	\$43,500,000

*This number includes \$300,000 in costs expected to be self-performed by City.

2/20/2013

PROJECT PROJECTION

	Original		Last		Current		Variance	
	Budget	Projection	Recommendation	Last v Current	Recommendation	Last v Current	Recommendation	Last v Current
PROJECT SOFT COSTS - Dept. of Public Works								
1 Owner Contingency	\$428,420	\$192,340		\$0		(\$192,340)		
2 Surplus Office Building Purchase	\$950,000	\$964,745		\$964,745		\$0		
3 Water Works Purchase	\$400,000	\$400,000		\$400,000		\$0		
4 B&M Railroad Purchase	\$30,000	\$30,177		\$30,177		\$0		
5 Legal Fees	\$25,000	\$10,000		\$10,000		\$0		
6 LEED Registration/Certification Fees	\$9,200	\$6,500		\$6,500		\$0		
7 Commissioning for Admin, Police, Mtce.Bldgs	\$150,000	\$98,613		\$98,752		(\$139)		
8 Architect & Engineering	\$2,100,000	\$2,100,000		\$2,100,000		\$0		
9 Geotechnical Engineering	\$50,000	\$53,000		\$55,100		(\$2,100)		
10 Technology Systems & Design including Fiber	\$375,000	\$593,000		\$585,000		\$8,000		
11 Equipment Installation for Specialty Items	\$50,000	\$0		\$0		\$0		
12 PSNH Relocations	\$0	\$10,000		\$10,000		\$0		
13 Fit-up Surplus Office Building into Shops	\$150,000	\$103,000		\$118,000		(\$15,000)		
14 Construction Testing and Inspections	\$89,755	\$135,000		\$161,013		(\$26,013)		
15 Furniture (FF&E)	\$0	\$166,000		\$166,000		\$0		
16 Transfer to CIP 810512 for FF&E				\$157,088		(\$157,088)		
TOTAL SOFT COSTS	\$4,807,375	\$4,862,375		\$4,862,375		\$0		

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

The Special Committee on the Municipal Complex respectfully recommends, after due and careful consideration, that \$21,592 from the project construction budget be transferred to CIP project #810512.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

CIP 810512 Funding Summary

Anticipated Project Revenues	\$595,000
<hr/>	
Transfer from MMC Project to CIP 810512	\$166,631
National Grid Rebates (Actual)	\$112,504
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PSNH Rebates (Actual)	\$46,185
PSNH Rebates (Anticipated)	\$3,000
Interest Accrual (Estimated)	\$82,000
Subtotal	<hr/> \$416,320
*Transfer from MMC Project Contingency	\$157,088
*Transfer from MMC Project Construction	\$21,592
<hr/>	
Total CIP 810512 Revenues	\$595,000
<hr/>	
Project Funding Balance (Shortfall)	\$0

*Committee Approval Required

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

The Special Committee on the Municipal Complex respectfully recommends, after due and careful consideration, that the former mayor's podium be refurbished by Wind River Woodworking for an amount not to exceed \$3,000 from the municipal complex budget.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in cursive script that reads "Matthew Normand". The signature is written in black ink and is positioned above the printed name.

Clerk of Committee

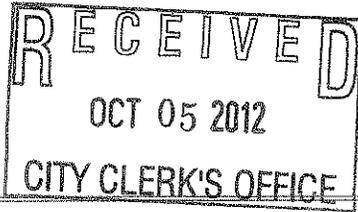
Tabled 10/15/12

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

*Timothy J. Clougherty
Deputy Public Works Director*



*Commission
Raymond Hebert
Harold Sullivan
Rick Rothwell
Bill Skouteris
Phil Hebert*



CITY OF MANCHESTER
Highway Department

MEMO

To: Alderman Ron Ludwig, Chairman
From: Timothy J. Clougherty
Date: 07/25/12
Re: Former Mayor's Podium

Chairman Ludwig and Committee Members:

At our last meeting the Department was requested to research rehabilitation options for the former Mayor's podium. Please see attached pictures.

With the aid of Alderman Greazzo several quotes were submitted for the rehabilitation work with the lowest responsible bidder being Wind River Woodworking, with a price of \$2,750.

Their scope of work, the proposal, and pictures of their podium are attached.

At this point if the Committee sees this as a viable project we would recommend awarding to Wind River Woodworking per their proposal.

We welcome the opportunity to work with the Committee to determine the most appropriate location for this piece and will coordinate the restoration and installation at your direction.

Thank you. I will be available at the next Committee meeting should there be any questions.

Cc: Kevin Sheppard
Kevin O'Maley

Mr. Phil Greazzo
Alderman; Ward 10
139 Parker St.
Manchester, N.H. 03102

Restore oak podium /desk (c.1880–1900) For the city of Manchester, N.H.

- 1) Remove existing finish by hand
- 2) Sand/ fine sand
- 3) Repair all holes made for wires and electrical outlets
- 4) Repair all loose or stuck drawers
- 5) Repair all loose mouldings
- 6) Stain
- 7) Tone areas where mouldings were removed to match existing piece
- 8) finish w/4 coats high quality satin lacquer, sand between coats
- 9) Polish
- 10) Wax
- 11) Affix seal of the City of Manchester (provided by client)

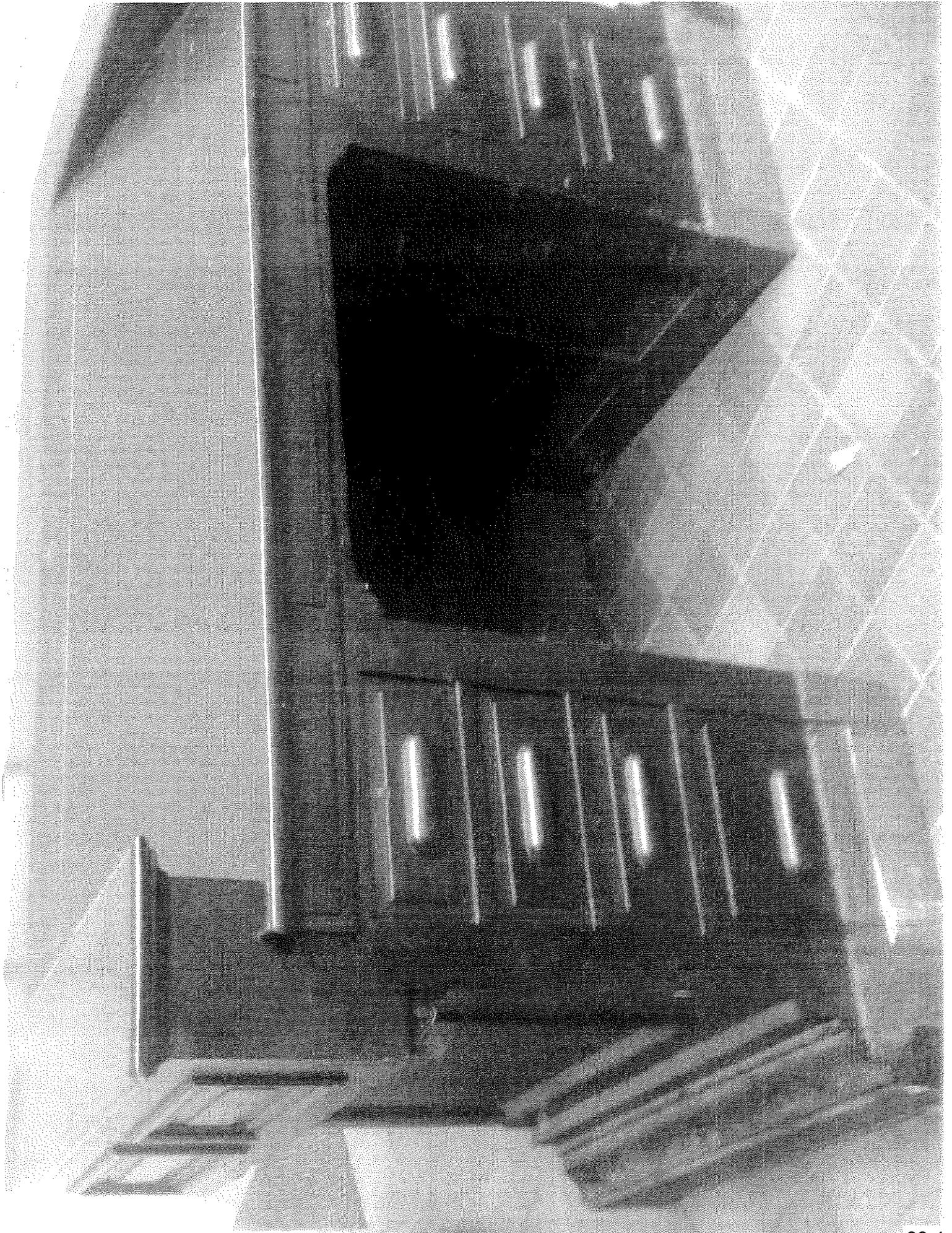
\$2000.00 - \$2250.00

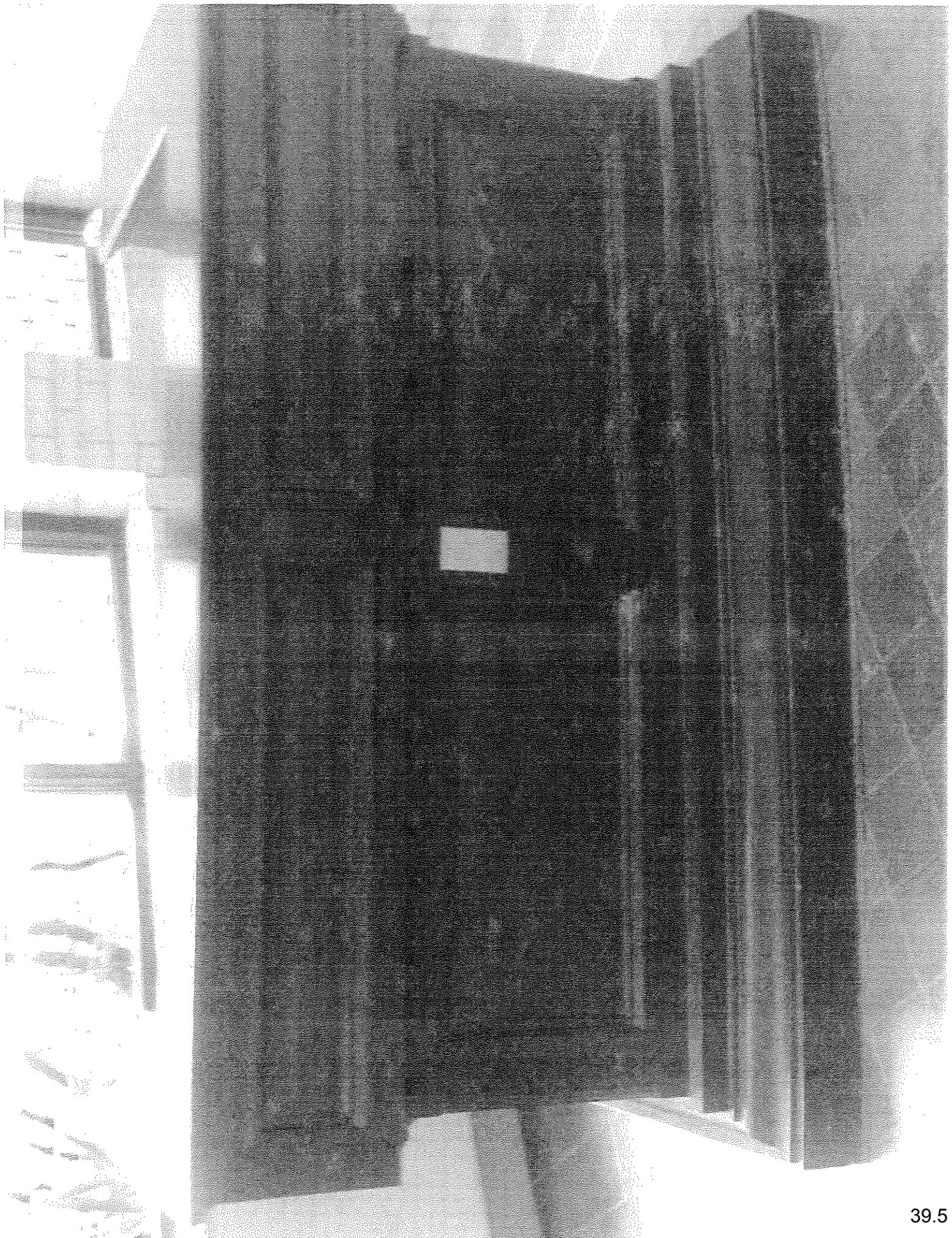
Pick up and delivery (if needed) with assistance from your labor at your
site

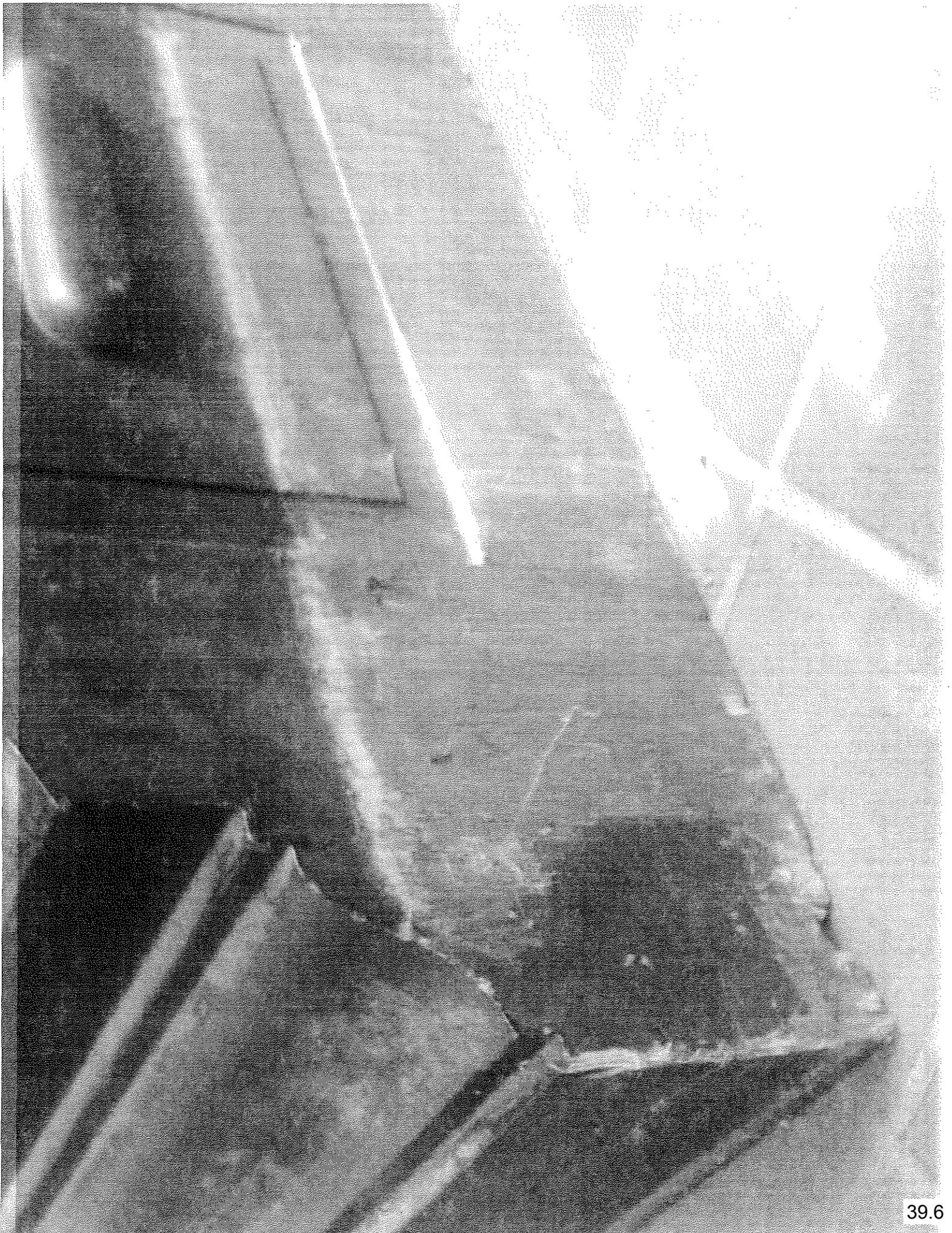
\$500.00 +/-

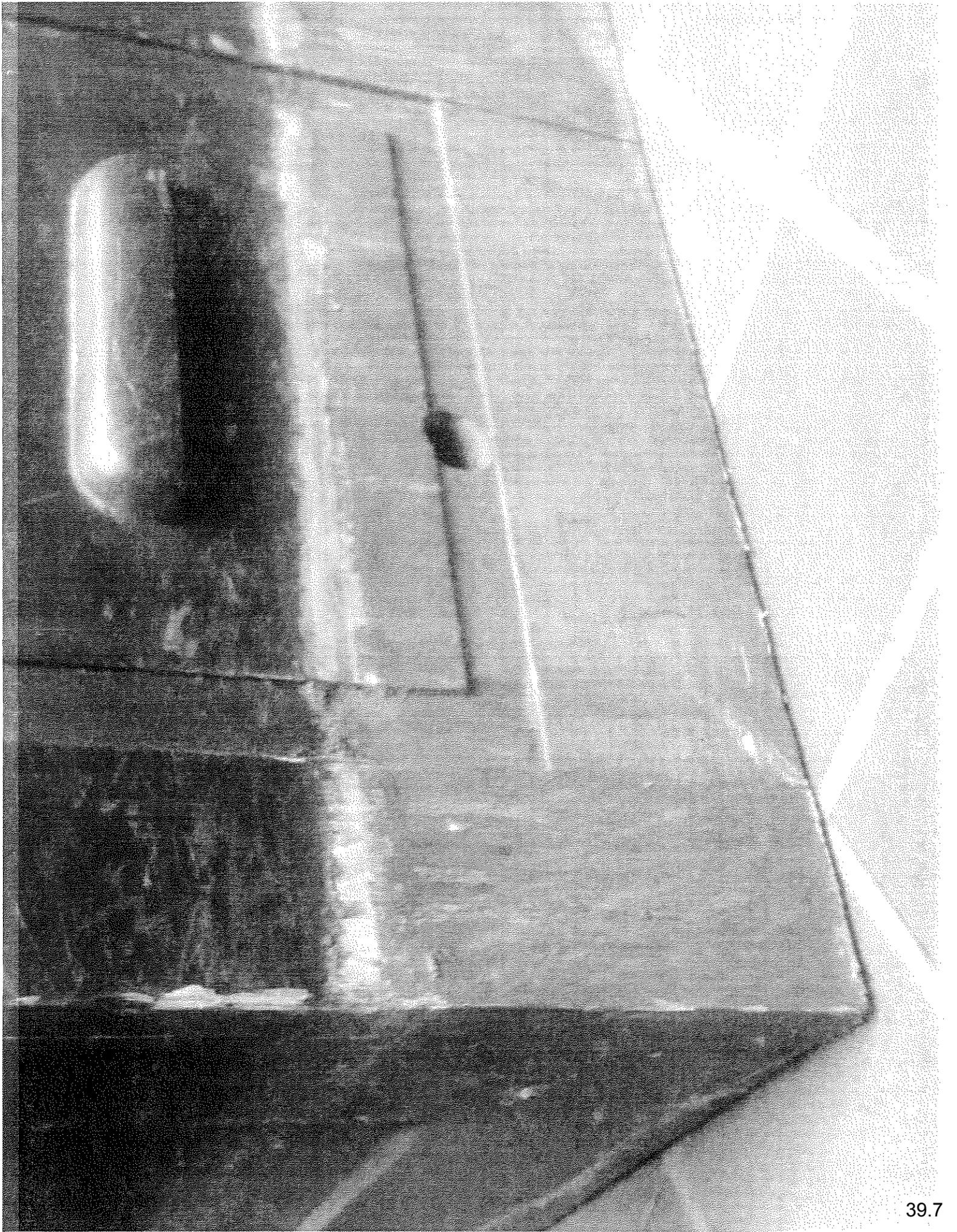
Thank you;

Adam Lempel ; Prop. Wind River Woodworking
www.windriverwoodworking.com









MR PHIL GREAZZO
KLEBERMAN WARD 1Φ
139 PARKER ST.
MANCHESTER, N.H. 03102

29 MAY 12

RESTORE OAK DESK / PODIUM (C.188Φ-19ΦΦ) FOR CITY OF
MANCHESTER, N.H.

REMOVE EXISTING FINISH BY HAND

SAND / FINE SAND

REPAIR HOLES FOR ELECTRICAL WIRES & OUTLET

REPAIR LOOSE DRAWERS

REPAIR ANY LOOSE MOULDINGS

STAIN

TOOE AREAS WHERE MOULDING WAS REMOVED TO MATCH

FINISH w/ 4 COATS HIGH QUALITY SATIN LACQUER, SAND BETWEEN COATS

POLISH

WAX

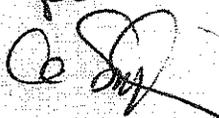
AFFIX SEAL OF CITY OF MANCHESTER (PROVIDED BY CLIENT)

\$ 2000 - 2225 -

PICK UP & DELIVERY IF NECESSARY

\$ 55Φ +/-

Thank you!



Adam Lempel, proprietor

603-363-8220

Wind River Woodworking

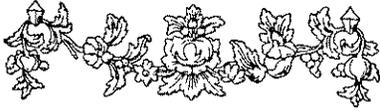
P.O. Box 159

Chesterfield NH

03443-0159

Wind River Woodworking is a full service cabinet shop specializing in the restoration and refinishing of antiques and fine furniture.

We take great pride in our "small shop approach" to each project, which insures the client of a job done thoroughly and professionally.



Our Services Include:

RESTORATION AND REFINISHING

All stripping is done by hand, care is taken to preserve detail. Missing pieces are fabricated and replaced, any necessary repairs are done. A full line of finishes are available, from hand rubbed oil to clear or colored lacquers.

FURNITURE REPAIR

Wind River Wood working does expert furniture repairs such as regluing chairs, repairing missing or loose veneer, and rebuilding furniture. We work closely with many of the areas leading upholsterers so your furniture returns to you both aesthetically beautiful and structurally sound.

CUSTOM CABINETRY

From full kitchens to bathroom vanities, entertainment centers and "special needs units" Wind River can custom design projects to the specific needs of our clients, using a variety of woods and laminates to create beautiful and functional units.

RESTORATION OF ARCHITECTURAL WOODWORK

Wind River Wood working is skilled in the restoration and repair of architectural woodwork: exterior such as columns, porch turnings, and front doors, or interior such as fireplace mantles, stairway banisters, or entire paneled rooms. Once again, all stripping is done by hand, carefully, and a variety of finishes are available.

IN HOME POLISHING AND TOUCH UP SERVICE

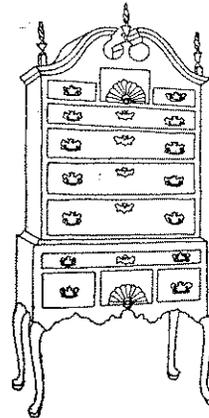
To rejuvenate furniture that does not require restoration Wind River offers our In Home Polishing and Touch Up Service. Scratches are covered, small repairs done, then the piece is cleaned and polished to revive the original finish and beauty of fine furniture.

CANING AND RUSH WEAVING

Using the finest materials, both natural and man-made, the original beauty of caned furniture is found again. We offer hand caning, machine cane, and rush weaving using either natural rush or man-made fiber rush.

INSURANCE ESTIMATES

Wind River Woodworking will work with you to submit detailed estimates to your insurance company. Water or fire damage, theft or vandalism, we will determine the amount of repair work necessary prepare a precise estimate.



Free Estimates
Free Pick-Up & Delivery (Limited Area)
Previous Clients Include:
Brooks Memorial Library, Brattleboro
The Four Columns Inn
Brickers Restaurant
Monadnock Children's Museum

RECEIVED

JUN 04 2012

CITY CLERK'S OFFICE



"The Best Refinishing Shop in New England"



Belcastro

Furniture Restoration

1-800-479-5017



Website:

belcastrofurniturerestoration.com

Email: wwm12@verizon.net

77 Westech Industrial Park

Tyngsboro, MA 01879

NAME <i>Phil Greazzo</i>		HOME PHONE	DATE
STREET <i>1528 Elm St</i>		CELL PHONE <i>/</i>	WORK PHONE <i>603-669-0494</i>
CITY, STATE and ZIP CODE <i>Manchester NH</i>		EMAIL	
CREDIT CARD TYPE - MASTERCARD	VISA	DISCOVER	AMEX
EXPIR DATE	CASH	CHECK	DEPOSIT AMT.

QTY.	ITEM	WORK TO BE DONE	HOURS	COST PER UNIT	TOTAL
<i>1</i>	<i>MAYORS desk</i>	<i>STRIP, REPAIR, REFINISH</i>			
		<i>\$2800 TOTAL</i>			
		<i>Repair Extra@</i>			
		<i>P&D</i>			

NOTICE

We are not responsible for any hidden damage or faux finishes uncovered or removed after present finish has been removed.

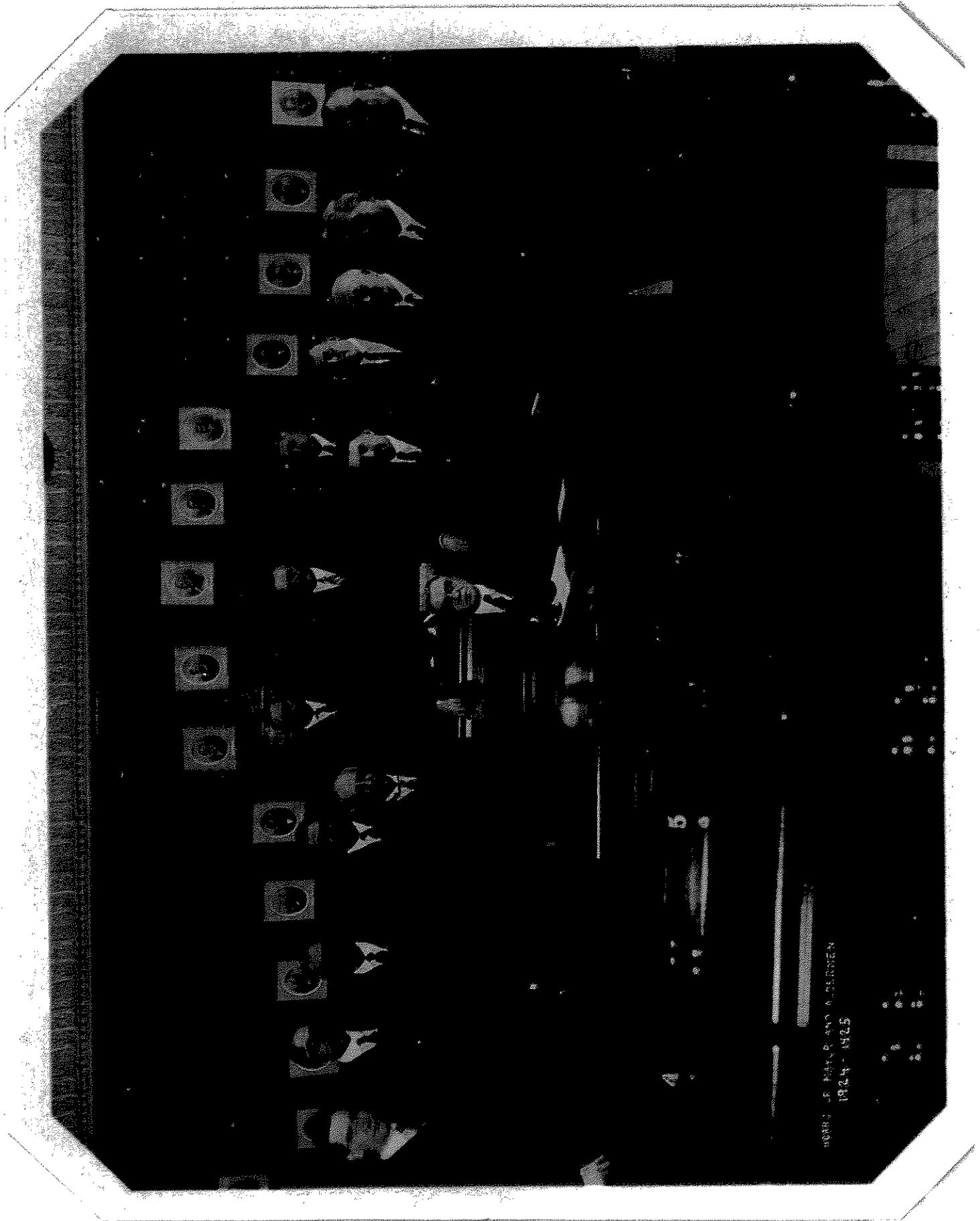
Cannot Guarantee exact color match.

Not responsible for glass.

Not responsible for items left over 30 days.

Signature _____

Signature _____



HENRY J. HAYES AND A. J. JENNEN
1924-1925



CITY OF MANCHESTER

Board of Aldermen



MEMORANDUM

To: Board of Mayor and Aldermen

From: Alderman Corriveau

Date: March 13, 2013

Re: Ward 6 BOSC Nomination

As Ward 6 Alderman, I nominate Daniel Bergeron to fill the vacant Ward 6 Board of School Committee seat. Dan has an extensive record of civic leadership and educational advocacy in our community. He currently serves as a selectman in ward 6 and as Vice Chairman of the Manchester Transit Authority. Furthermore, I believe you will find Dan's professional experience as an adjunct professor at Daniel Webster College and in the business and technology fields will be an invaluable asset to our schools. As you can see from his resume, Dan is a highly accomplished individual with a passion for improving the quality of education in our city's schools. Dan has children at Memorial High School and McLaughlin Middle School, and has volunteered with several PTO and education advocacy groups. I am proud to nominate him to this position and happy that he has agreed to serve. Please feel free to contact Mr. Bergeron or me with any questions about this nomination and I hope he will earn your support.

Daniel Bergeron

Address: 82 Megan Dr. Manchester, NH 03109 Phone: (603) 682-8961

Email: ddbergerons@gmail.com

Twitter: <http://twitter.com/danhbergeron>

LinkedIn: www.linkedin.com/in/dhbergeron

INTELLIGENT SALES, EDUCATOR, SUPPORT, CUSTOMER EXPERIENCE, COLLABORATIVE LEADERSHIP

10+ Years Demonstrated Leadership in Strategic Front-Line Customer Management, Call Center Customer Service, Marketing and Leadership Roles ▪ **Strong Passion for Building Professional and Extended Networks** ▪ Strong Teamwork and Communication Skills ▪ **Proven Track Record of Delivering Double Digit Revenue Growth for a \$1.73B Fortune 1000 Direct Marketer of IT Products and Services** ▪ Strong Ability to Collaborate Effectively and Professionally for Internal and External Customer Service Operations ▪ **Ability to Establish Rapport with Diverse Groups, Cultures and Organizational Levels** ▪ History of Delivering Cost-Saving Strategies ▪ **Results-Oriented** ▪ Exceptional Work Ethic and Integrity ▪ **Strong Experience Implementing Policies and Procedures Regarding Incident, Problem, Change and Asset Configuration Management** ▪ Well Respected by Customers, Team Members and Executives ▪ **Hold B.S. in Organizational Management and MBA in Applied Management** ▪ Volunteer ▪ **Social Media Advocate**

PROFESSIONAL EXPERIENCE:

IBM Consultant, MANPOWERGROUP

Oct. 2012 to Present

Rational Software Services Specialist

- Interact directly with the Client and all stakeholders to **develop services solutions** that will benefit their **return on investment** in the Client's software portfolio; as a result improves the customer's efficiencies.
- **Manage client initiatives** from initial interest to completion involving coordination and engagement with multiple, internal/external professionals / teams all while increasing revenue and market share.

DANIEL WEBSTER COLLEGE

Sep. 2008 to Present

Adjunct Professor, School of Business and Management

- Provide instruction on campus, online, and hybrid in the Undergraduate and MBA Program in the field of E-Commerce, Marketing Management, and Consumer Behavior.

Teaching Assistant, School of Business and Management

- Assisted Dean of Homeland Security with classroom instruction, grade facilitation, and professional writing assistance for full-time freshman students.

PC CONNECTION, INC.

May 2001 to June 2011

Adobe Partner Development Specialist (PDS)

- Served as Level III Product Champion, administering solution support relative to hardware/software (incl.SaaS), contract management, and training in Commercial, State, Local, and Federal, as well as K12/Higher Education sectors all while implementing measured **data driven components of product marketing/merchandising** programs.
- **Self-motivated to develop / cultivate external partnerships as an advocate for market and revenue growth.**

Training Manager

- Effectively ensured all newly hired adult employee students and/or Account Managers were proficient in the areas of computer technology, systems and procedures across all sales locations.
- Demonstrated strong classroom presentation and facilitation skills and continuous enthusiasm and energy by executing curriculum plans to 30+ students per classroom.

Solutions Consultant, Volume Licensing

- Acted as a Level I and Level II technical resource for all PC Connection sales subsidiaries in a new state-of-art Rapid Response Sales Support call-center environment. Performed vendor trainings and certifications
- Expedited 60+ calls/day probing field employees on volume licensing and on product knowledge, marketing and roadmaps. Conducted daily conference calls with Account Managers and their customers.

Account Manager

- **Provided professional management of small-to-medium businesses** in the field of IT Solutions while meeting and exceeding sales goals and phone metrics (minimum 60+ Calls/2hr. phone).
- **Provided exemplary customer service and maintained a professional and technical knowledge** by attending weekly hardware/software training sessions; creating detailed client proposals; maintaining product distribution knowledge; performing cold calls; providing inbound call center assistance and establishing personal networks. .

EDUCATION & CERTIFICATIONS:

Daniel Webster College:

- **Masters of Business Administration in Applied Management, Valedictorian** **May 2009**
- **B.S. in Organizational Management, Graduated Summa Cum Laude** **May 2006**

New Hampshire Technical Institute: Degree in Business Administration

Delaware Technical & Community College: Supervisory Series I

ResortQuest (DE) Customer Service Training; Customer Service I, The Difficult Guest, Customers from Hell, Sexual Harassment / Ethics

TECHNICAL SKILLS:

CRM Software (includes Salesforce.com) ▪ Supply Chain Software (AS400) ▪ Business Objects Reporting ▪ Microsoft Office Professional Suite ▪ Adobe Creative and Collaborative Software Products ▪ Call Center Case Tracking Software ▪ Social Networking enthusiast on LinkedIn, Facebook, Twitter, and Google+/Documents ▪ Salesforce.com ▪ SaaS Business Models, IBM Lotus Notes, Sametime, and Rational Team Concert.

LEADERSHIP ACTIVITIES:**Selectman**, Manchester, N.H. Ward 6**Vice Chairman**, Manchester Transit Authority Board of Directors

As a Board Member of [the Manchester Transit Authority](#), the exposure to both city and school operations allows for continuous correspondence with Manchester School District stakeholders, such as students, parents, administration, alongside M.T.A. Management and staff, in our continuous effort to maintain an optimal level of service, satisfaction.

Exec. Board Member at Large, Manchester Foundation for Education (MFE)

It was an honor to have been invited to join the [Manchester Foundation for Education \(MFE\)](#), a non-profit organization founded to strengthen public education in Manchester, N.H. as Executive Board Member at Large. The talent on the board truly engages community members as partners in the pursuit of educational excellence.

President, Manchester Memorial Parents of Performing Students (POPS)

As President of [Manchester Memorial High School's \(M.M.H.S.\) Parents of Performing Students](#), or P.O.P.S (one of the two M.M.H.S. parent group organizations), it is a pleasure to work alongside a dedicated group of parents, Music Directors, and most importantly, the 300+ music students. The two parent groups Presidents are also on the agenda to speak at Parent Orientation events, welcome events, conduct monthly organization meetings, distribute senior student scholarships, and join the interviewing panel for open positions, such as Assistant Principal.

Parent Member/Volunteer, Manchester Memorial Booster Club

Being an active member of the [Manchester Memorial High School Booster Club](#) is a not only rewarding in its ability to assist organizations to better serve students, but it is a conduit to observe students and parents rise to the best of their abilities.

Parent Volunteer/PTO, McLaughlin Organization of Music Supporters (MOMS)

My wife and I have truly benefited, personally and professionally, as active volunteers for [McLaughlin Middle School](#) whether it is ongoing support for the McLaughlin Organization of Music Supporters, or M.O.M.S., or as a PTO Member.

Active Stakeholder, Manchester School District Strategic Planning Initiative:

I look forward to the role us parents / citizens of Manchester, N.H. can have as active stakeholders of the [Manchester School District Strategic Planning Initiative](#).

Adjunct Professor, Daniel Webster College:

An ongoing role as an Adjunct Professor at [Daniel Webster College](#), since 2008, in the Undergraduate, and Graduate programs, serving both Day and Continuing Education divisions, has allowed me to stay close to the profession, and serves as a constant reminder to the magnitude of successfully preparing high school students for college.

Parent Volunteer, New Hampshire Catholic Youth Organization (NHCYO)**Member**, Daniel Webster College Alumni Organization.

March 5, 2013 Nominated



CITY OF MANCHESTER

Theodore L. Gatsas

Mayor

March 5, 2013

The Honorable Board of Aldermen
One City Hall Plaza
Manchester, NH 03101

RE: Nominations

Dear Members of the Board:

Pursuant to Section 3.14 (b) of the City Charter, please find below the following nominations:

- (1) Jessica Chambers to succeed Dennis Anctil (retired) as the Mayoral appointment to the Planning Board;
- (2) Gregory Telge to succeed himself as a member of the Manchester Development Corporation Board term to expire March 11, 2016.

These nominations will layover to the next meeting of the Board pursuant to Rule 20 of the Board of Mayor and Aldermen.

Regards,

A handwritten signature in cursive script that reads "Theodore L. Gatsas".

Theodore L. Gatsas
Mayor

cc: Matthew Normand, City Clerk
TLG/swp

JESSICA CHAMBERS EIT, LEED AP

173 North Adams St.
Manchester, New Hampshire 03104
jchambers@manchesternh.gov

OBJECTIVE

To request a seat on the City of Manchester's Planning Board

EXPERIENCE

2009–present City of Manchester, NH Manchester, NH

Parks Planner

- Successfully wrote and secured over \$2M in grant dollars toward project development and construction
- Developed, solicited, reviewed, and approved RFQs and RFPs for Capital Improvement Projects
- Compiled, advertised, reviewed and executed bid documents
- Managed over \$3.5M planning, engineering design and construction management of Capital Improvement Projects for parks facilities and school sites.
- Trained in the management and execution of federal- and state-funded projects
- Software proficiencies: AutoCAD Civil 3D 2010, Microsoft Project, Adobe Acrobat, Bluebeam ReVu, ArcGIS 10,

2004–2009 Vanasse, Hangen, Brustlin, Inc. Bedford, NH

Project Engineer

- Site Design Development, Utility Coordination, Estimation, Inspection
 - UNH Southeast Residential Community
 - Merrimack Premium Outlets
 - CVS, Multiple Locations
 - Stop & Shop, Manchester, NH
- Construction Administration, Inspection
 - Walkers Brook Crossing, Reading, MA
 - Stop & Shop, Valley Street, Manchester, NH
 - UNH Southeast Residential Community

2000–2003 Architecture/Engineering Internships NH & NY

Architecture & Civil Engineering Intern

- 2003 - KG&D Architects, Mt. Kisco NY – Civil Engineering Intern
- 2002 – Courtstreet Architects, Arlington, MA – Architecture Intern
- 2001 – St. Paul's School, Concord, NH – Capital Improvement Intern
- 2000 – Crossroads Contracting, Londonderry, NH – Construction Admin Intern

JESSICA CHAMBERS EIT, LEED AP

EDUCATION

- 1999-2004 Syracuse University Syracuse, NY
- Bachelor of Science, Civil Engineering
 - L.C. Smith College of Engineering 2001-2004
 - School of Architecture 1999-2001

CERTIFICATIONS

- E.I.T. #4281, December 2004
- LEED AP, April 2005

INTERESTS

Sustainability, Business, Athletics, Community Service

Commission Name: Planning Board

Name: Jessica Chambers

Address: 173 North Adams St.

Manchester, NH 03104

Phone: 703-5331

E-mail: jchambers@manchesternh.gov

Department Head: Pam Goucher

THE
TELGE
C O M P A N I E S

A New Hampshire Registered Investment Advisor

Principal

Gregory M. Telge

CLU, ChFC, CFP, MSFS, REBC, AEP

Licenses Held: NASD 7, 24, 63, 65; NH Life, Accident, Health & VA

Gregory M. Telge has been involved in the financial service industry since 1974. He earned the Chartered Life Underwriter (CLU), Chartered Financial Consultant (ChFC), Masters of Science in Financial Services (MSFS) and Registered Employee Benefits Counselor (REBC) designations from the American College in Bryn Mawr, PA, the premier institution for financial professions.

He also received his Certified Financial Planner (CFP) designation from the Certified Financial Planner Board of Standards in Denver, CO and the Accredited Estate Planner (AEP) designation from the National Association of Estate Planning Council.

Greg has committed himself to providing expert counsel and resources to his clients. He has dedicated his career to furnishing a full range of services and products with a proven performance record. Thorough and innovative, he meets the needs of high net worth individuals, professionals, successful business owners and retirees. His areas of expertise include tax advantaged wealth accumulation and preservation strategies. In addition, Greg specializes in financial planning, estate planning, and investments including long-term tax planning.

An extensive background and knowledge in the financial, estate and retirement planning field allows Greg to provide outstanding service to his clients. Through consistent effort and a reputation for outstanding service, he has built a solid client base and has expanded his business through referrals from satisfied clients and other professionals.

Greg and his wife, Susan, live in Manchester, NH.

Commission Name: MDC

Name: Greg Telge

Address: 1779 Elm Street
Manchester, NH 03104

Phone: 608-8824

E-mail: info@telgeco.com

Department Head: Sam Piatt

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

Timothy J. Clougherty
Deputy Public Works Director



Commission
Raymond Hebert
Hal Sullivan
Bill Skouteris
Rick Rothwell
Philip Hebert

CITY OF MANCHESTER
Department of Public Works

March 11, 2013

Honorable Board of Mayor and Aldermen
CITY OF MANCHESTER
One City Hall Plaza,
Manchester, New Hampshire 03103

Attn: Matthew Normand, City Clerk
Re: "Household Hazardous Waste Collection Project"
Fall 2013 and Spring 2014

Dear Committee Members:

The Department of Highways is proposing to conduct two "Household Hazardous Waste Collection Projects", one on October 12, 2013 and the other on May 10, 2014. The collection site will be set up at the Drop-Off Facility on Dunbarton Road and household hazardous wastes will be accepted between the hours of 9:00 am and 2:00 pm.

The City is eligible for up to \$19,439.00 in State hazardous waste clean-up fund monies from the State of New Hampshire, Department of Environmental Services, Waste Management Division for the above referenced program.

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

Sincerely,

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

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

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name City of Manchester		1.4 Grantee Address 475 Valley Street Manchester, NH 03103	
1.5 Effective Date Upon G&C approval	1.6 Completion Date June 30, 2014	1.7 Audit Date N/A	1.8 Grant Limitation \$19,439
1.9 Grant Officer for State Agency Dean F. Robinson II, HHW Coordinator NH Department of Environmental Services		1.10 State Agency Telephone Number 603-271-2047	
1.11 Grantee Signature		1.12 Name & Title of Grantee Signor	
1.13 Acknowledgment: State of _____, County of _____ On ____ / ____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
(Seal)			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
		Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution)			
By: _____		Attorney, On: ____ / ____ / ____	
1.17 Approval by the Governor and Council			
By: _____		On: ____ / ____ / ____	

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

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

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

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

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

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

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

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

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

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

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

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply

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

7. **RECORDS AND ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

9. **DATA: RETENTION OF DATA; ACCESS.**

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

documents, all whether finished or unfinished.

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

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

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

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

10. CONDITIONAL NATURE OR AGREEMENT.

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

11. EVENT OF DEFAULT; REMEDIES.

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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

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

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

17. **INSURANCE AND BOND.**

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

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

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

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

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

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

parties at the addresses first above given.

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

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

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

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

EXHIBIT A
List of Services

1. The Grantee shall conduct the collection portion of its Project for **Manchester** during State Fiscal Year 2014 at **500 Dunbarton Road, Manchester, NH** in accordance with the terms and conditions of a contract which incorporates, at a minimum, all of the provisions set forth in Section 3 below between the Grantee and its contracted permitted hazardous waste transporter (the contractor). For purposes of this agreement, the contractor shall mean the primary contractor and the Subcontractor means all additional contractors that the contractor hires for participating in the Project.
2. The Grantee shall spend its grant monies solely for the purpose of paying the Project's contractor and/or for paying the expenses associated with conducting the Project's educational component, as required under the NH Hazardous Waste Rules Env-Wm 1003.07.
3. The Grantee shall enter into a contract with a contractor to perform the household hazardous waste collection project that includes, as a minimum, the following provisions:
 - a. That the contractor shall handle all household hazardous wastes collected at the project site as hazardous wastes, and shall comply with all state and federal laws and regulations governing hazardous waste, including but not limited to, the provisions of RSA 147-A and Chapter Env-Wm 100 through Chapter Env-Wm 1000 involving hazardous waste safety standards, transportation requirements, and requirements for proper generation, treatment, storage, and disposal of hazardous wastes. Said requirements shall include RSA 147-A, Chapter Env-Wm 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent;
 - b. That the contractor must act as the generator of the hazardous wastes that it collects at the project site and that the contractor must sign the Project's manifest forms as such generator;
 - c. That the contractor must have all necessary permits and licenses to handle and transport hazardous wastes in New Hampshire and other states associated with the conduct of the project;
 - d. That the contractor may not assign or subcontract any of the duties to be performed under the contract without prior written approval by the Grantee and by the Department. Further, that any additional Subcontractor must also have all necessary permits and licenses to carry out the functions that are the subject of the subcontract;
 - e. That the contractor shall, at its sole expense, obtain and maintain in force, and shall require all Subcontractors to obtain and maintain in force, comprehensive public liability insurance against all claims of bodily injuries, death, or property damage, in amounts and terms complying with, at a minimum, all applicable state requirements for hazardous waste transporters, including NH Code of Administrative Rules Env-Wm 603.12. Such policies shall cover the State and the Grantee as additional insured parties and shall comply, in form and substance, with all applicable provisions of the NH Liability Insurance Act, RSA Ch. 412, and the rules thereunder;
 - f. That the contractor shall transport all household hazardous wastes collected at the project site to an authorized treatment, storage, or disposal facility. Said facility shall be in compliance with appropriate state and federal requirements.

EXHIBIT A

Page 2

- g. That the Grantee shall not pay the contractor until after (1) the Department has received copies of all Project manifest forms required under Part Env-Wm 510, including Copy #2 of all Project manifest forms signed by the operator of the permitted hazardous waste facility or facilities to which the Project's collected hazardous wastes were delivered, and (2) the Department has reviewed the Project's collection, handling, transportation, storage, treatment, recycling and disposal of hazardous waste for compliance with applicable state and federal requirements. The Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim, or cause of action related to the performance of this agreement or the enforcement of any applicable State or federal law;
 - h. That the contractor shall adhere to a work plan and a site safety plan, such plans to be reviewed by the Department and to be set forth as exhibits within the hazardous waste collection contract;
 - i. That the Department may exercise its authority to modify, suspend or terminate the Project if it decides that the Project poses a threat to human health or the environment; and
- 4. The Grantee shall conduct public education activities regarding household hazardous waste in accordance with the provisions of RSA 147-B:6, I-a and Section Env-Wm 1003.07. Said activities shall include those set forth in the Grantee's application for Grant Monies, as approved by the Department.
- 5. The Grantee shall keep a count of persons participating in the Project and to conduct a questionnaire of said persons incorporating, at a minimum, the questions set forth on the Participant Exit Survey.
- 6. The Grantee shall conduct the collection portion of its project on or before the completion date shown in Section 1.7 of the contract. Failure to do so may result in termination of this agreement.
- 7. The Grantee shall allow the Department to have access to and conduct any monitoring of the Project deemed necessary by the Department to ensure its compliance with the terms of the contract and with state and federal statutes and regulations.

EXHIBIT B
Method of Payment

1. The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, (2) the Grantee's accounting records, submitted to the Department have been reviewed by the Department, (3) the contractor has fulfilled the terms and conditions of its contract with the Grantee, and (4) the State has received and reviewed all Project manifest forms required in accordance with this contract and all applicable state and federal requirements. No Grant Monies shall be paid to the Grantee until the Department has determined that all the Project's collected hazardous wastes have been delivered to a permitted hazardous waste facility and the Department has reviewed the handling, transportation, and storage, treatment, recycling and/or disposal of the Project's collected hazardous wastes for compliance with applicable state and federal requirements. Said requirements shall include RSA 147-A, Chapter Env-Wm 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent. However, the payment of funds to the Grantee shall not be construed as a waiver by the Department of any past, present or future right, claim or cause of action related to the performance of this agreement or the enforcement of all applicable state or federal laws.
2. Upon fulfillment of the terms and conditions of this contract, including all of the conditions of a successful completion of the Project, the Department shall pay to the Grantee Grant Monies in the amount not to exceed **\$19,439**. This amount is based on a rate of **\$0.177 per capita** and on a population base of **109,830** to be made to the Grantee within 30 days of either the Department's receipt of the Grantee to be served by this Project. However, in no case shall the Department pay more than fifty percent (50%) of the total costs of the Project. Payment shall be made to the Grantee within 30 days of either the Department's receipt of the Grantee's invoice or the Department's determination that the Project has been successfully completed in accordance with this contract, whichever is later.
3. Grantee expenses not directly associated with the Project shall not be reimbursable by the Department. Only costs that otherwise would not have been spent by the Grantee were it not for the Project, and the Grantee's coordination thereof, shall be reimbursed by the Department. Nonreimbursable items shall include, but not be limited to, the following: employee benefits, payroll taxes, insurance, rent, utilities, dues, and depreciation.
4. The Grantee agrees to expend monies on the Project in an amount not less than the Project's Grant Monies, in fulfillment of the matching requirement set forth in RSA 147-B:6, I-a and in Part Env-Wm 1003.
5. The Grantee agrees to pay for all Project costs beyond the amount of Grant Monies.
6. Prior to the Department's awarding of the Grant Monies specified in this agreement, the Grantee agrees to provide the Department with records showing an accounting for all monies spent and/or costs incurred from the Project, including the Project's Grant Monies. Further, the Grantee agrees that no Grant Monies shall be paid by the Department unless and until the Department has reviewed and determined that such costs or expenditures qualify for funding under the terms of this agreement, and all applicable state and federal requirements; provided that the Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.
7. The Grantee agrees to submit an invoice to the State for the Grant Monies specified in this agreement. Said invoice shall be submitted to the NH Department of Environmental Services, 29 Hazen Drive, Concord, NH 03301-6509.

EXHIBIT C
Special Provisions

1. The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
2. Paragraph 15 of the General Provisions is amended in that the parties intend the Grantee to retain a Contractor in accordance with Exhibit A of this agreement.



**City of Manchester
Department of Finance**

One City Hall Plaza
Manchester, New Hampshire 03101
(603) 624-6460
(603) 624-6549 Fax

M E M O R A N D U M

Date: March 13, 2013
To: Honorable Board of Mayor and Aldermen
From: William E. Sanders
RE: *Letter Regarding Rooms & Meals Appropriation*

Attached for your consideration is a proposed letter to House and Senate Finance Committee chairmen regarding the increased appropriation of rooms and meals tax receipts to towns and cities. This letter has been prepared with the assistance of the City's bond counsel and I recommend approval.

Respectfully submitted,


William E. Sanders

Attachments

March 19, 2013

The Honorable Mary Jane Wallner
House Finance Committee Chairman

The Honorable Chuck Morse
Senate Finance Committee Chairman

Dear Honorable Mary Jane Wallner and Honorable Chuck Morse:

On behalf of the City of Manchester Board of Mayor and Aldermen and in connection with the deliberations being undertaken by the House Finance Committee with respect to its upcoming biennial State budget proposal, we want to express our strong support for the increase to the meals and rooms tax distribution to cities and towns contained in Governor Hassan's budget proposal. As described below, the suspension four years ago of the growth formula applicable to the municipal apportionment of the meals and rooms taxes has had a significant adverse effect on publically issued debt that financed the Verizon Center in Manchester. It is, therefore, vitally important that Governor Hassan's proposed municipal apportionment increase be maintained in the final State budget and that the originally intended municipal catch-up formula be reinstated in future State budgets.

The Verizon Center was constructed in 2000 with the proceeds of bonds. The only source of payment of and security for those bonds is meals and rooms taxes received by Manchester from the State. The suspension of the growth formula has resulted in there being insufficient monies to pay debt service on the bonds. In order to avoid a payment default on the bonds and to make up the deficiency caused by the suspension, monies on deposit in a dedicated reserve fund held by the bond trustee have been used since 2010 to pay bondholders. A total of \$1,248,205 from the reserve fund has been withdrawn to date for this purpose and a total of \$2,272,700 remains on deposit in the reserve fund. The reserve fund has not been replenished as required by the bond documents and, in accordance with federal securities laws, notice of these events has been given to the public marketplace (a copy of the most recent such notice is attached).

Even though the increase proposed by Governor Hassan to the municipal portion of the meals and rooms tax distribution in the second year of the biennium will not result in sufficient funds to pay bond investors, it is a significant step in the right direction and we strongly endorse inclusion of the increase in the final State budget. For the reasons described above, it is critical that future State budgets fully restore the meals and rooms tax municipal catch-up formula to the level of its original intention.

Thank you for your consideration of this important issue and please call me if you have questions or require additional information.

Sincerely,

Theodore L. Gatsas
Mayor, City of Manchester

Cc: Her Excellency Governor Margaret Wood Hassan
Manchester Legislative Delegation
Manchester Board of Aldermen

**MANCHESTER HOUSING AND
REDEVELOPMENT AUTHORITY, NEW HAMPSHIRE**

MATERIAL EVENT NOTICE

This notice relates to the \$33,275,000 initial aggregate principal amount of Revenue Bonds, 2000 Series A (Current Interest Bonds) (the "Series A Bonds") and the \$16,497,909.40 initial aggregate principal amount of Revenue Bonds, 2000 Series B (Capital Appreciation Bonds) (the "Series B Bonds" and, together with the Series A Bonds, the "Bonds") of the Manchester Housing and Redevelopment Authority, New Hampshire (the "Authority"). The Bonds were issued on March 23, 2000, under an Indenture of Trust, dated as of March 1, 2000 (the "Indenture"), between the Authority and The Bank of New York Mellon, as successor to the United States Trust Company of New York, as trustee (the "Trustee"), for the purpose of, among other things, paying a portion of the costs of constructing the Verizon Wireless Arena located in the City of Manchester, New Hampshire (the "City"). As described in more detail in the Official Statement relating to the Bonds, dated March 15, 2000 (the "Official Statement"), the Bonds are payable from certain meals and rooms taxes (referred to in the Official Statement as "Incremental M&R Taxes") received on an annual basis by the City from the State of New Hampshire and payable (subject to appropriation) by the City to the Authority pursuant to the terms of a Financing Agreement, dated as of March 1, 2000, between the City and the Authority. In addition, the Bonds are secured by a debt service reserve fund (the "Debt Service Reserve Fund") established by the Indenture.

On January 2, 2013, the Trustee made an unscheduled draw on the Debt Service Reserve Fund in the amount of \$226,265.32 in order to pay a portion of the debt service then due on the Bonds. As of the date hereof, the Trustee has made unscheduled draws on the Debt Service Reserve Fund in the aggregate amount of \$1,248,204.32 in order to pay debt service on the Bonds.

A deficiency of \$566,989.00 in the Debt Service Reserve Fund was not restored as required by the Indenture.

As of the date hereof, the amount on deposit in the Debt Service Reserve Fund is approximately \$2,272,661.88.

Dated: January 9, 2013

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Amending the FY 2013 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Two Thousand Dollars (\$42,000) for the FY 2013 CIP 810713 Second St. Corridor Grant.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2013 CIP as contained in the 2013 CIP budget; and

WHEREAS, the 2013 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$42,000 from the NH Housing Finance Authority to complete a planning study in the Second Street Corridor area;

NOW, THEREFORE, be it resolved that the 2013 CIP be amended as follows:

By adding:

FY 2013 CIP 810713-Second St. Corridor Grant- \$42,000 Other

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

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

"Authorizing the Finance Officer to utilize \$250,000 from the Special Revenue Account to pay Sun Gard Public Sector"

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

SECTION 1. Authorize the Finance Office to utilize \$250,000 from the Special Revenue Account to pay Sun Gard Public Sector in connection with the Amendment to the Software License and Software Agreement. The \$250,000 will be restored to the Special Revenue Account if and when a bond is issued for a new ERP system.

SECTION 2. Resolved that this Resolution shall take effect upon its passage.

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

The Committee on Accounts, Enrollment and Revenue Administration respectfully advises, after due and careful consideration, that it has accepted the City's Revolving Loan Fund report and has approved the write-offs for S&H Williams (Make and Take) and Under the Veil.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

Handout at 2/19/13
Accounts meeting
Item 6



William E. Sanders
Finance Officer

CITY OF MANCHESTER
Finance Department

February 19, 2013

Committee on Accounts, Enrollment & Revenue Administration
c/o Matthew Normand, City Clerk
One City Hall Plaza
Manchester NH 03101

Dear Honorable Committee Members,

The following revolving loan customers have filed and been granted bankruptcy protection. The City Solicitors office has determined these loans are uncollectable and recommend write-off.

	Original Loan Amount	Principal Balance Due
S&H Williams (Make and Take)	\$50,000.00	\$38,644.04
Under The Veil	\$20,000.00	\$17,915.48

Respectfully submitted,

Sharon Y. Wickens
Assistant Director-Treasury

**Revolving Loans
Balances as of 02/19/13**

Loan #	Original Loan Date	Original Loan Amount	Current Principal Balance	Current Interest Balance
1	10/3/2008	\$70,000.00	\$10,372.26	\$43.22
2	10/16/2008	\$100,000.00	\$16,635.85	\$69.32
3	12/29/2009	\$30,000.00	\$11,877.47	\$49.49
4	4/16/2010	\$15,000.00	\$7,214.39	\$30.06
5	1/13/2012	\$15,000.00	\$12,059.82	\$50.25
6	1/27/2010	\$30,000.00	\$12,477.55	\$51.99
7	12/23/2009	\$10,000.00	\$4,322.14	\$18.01
8	2/19/2010	\$60,000.00	\$41,643.16	\$2,566.02
9	7/16/2010	\$16,375.00	\$10,310.47	\$285.10
10	10/29/2010	\$50,000.00	\$37,060.85	\$1,270.25
11	5/23/2011	\$75,000.00	\$66,047.54	\$2,984.44
12	9/28/2005	\$75,000.00	\$29,895.56	\$1,004.08
13	9/25/2008	\$41,000.00	\$38,497.39	\$1,748.58
14	1/28/2010	\$43,500.00	\$32,541.89	\$2,268.60
15	5/29/2007	\$210,000.00	\$109,254.61	\$0.00
16	10/30/2009	\$40,000.00	\$36,250.47	\$0.00
17	4/16/2010	\$35,000.00	\$30,212.88	\$2,347.21
18	7/16/2010	\$10,000.00	\$8,501.68	\$584.03
19	12/10/2010	\$30,000.00	\$27,325.43	\$1,754.57
20	7/18/2007	\$50,000.00	\$38,644.04	\$3,816.25
21	10/2/2009	\$20,000.00	\$17,915.48	\$1,767.78
		\$1,025,875.00	\$599,060.93	

SUMMARY NOTES:

Loans 1 thru 6 - Status current and in good standing.

Loans 7 thru 11 - Work-out plan in progress.

Loans 12 thru 14 - Meeting with borrowers to discuss work-out plan.

Loans 15 thru 19 - Forwarded to Solicitor's office.

Loans 20 & 21 - Bankruptcy papers have been received. Submission for write-off.

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the petition for release and discharge of a portion of Hayward North Back Street, be referred to a Road Hearing at a date determined by the City Clerk.

(Unanimous vote)

Respectfully submitted,


Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held December 20, 2011, on a motion of Alderman O'Neil, duly seconded by Alderman Shea, the report of the Committee was accepted and its recommendations adopted.


City Clerk

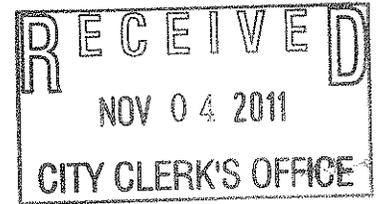
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER
Highway Department



November 2, 2011

Community Improvement Committee of the Board of Mayor and Aldermen
City Hall
c/o Mathew Normand, City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

RE: PETITION FOR RELEASE AND DISCHARGE OF A PORTION OF HAYWARD NORTH
BACK STREET

Dear Committee Members,

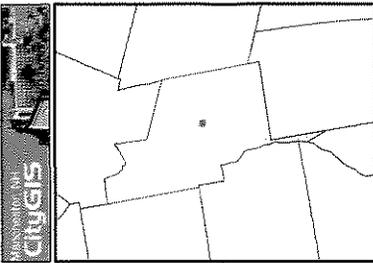
We have reviewed the referenced item and have found the following:

- Hayward North Back Street was originally dedicated as an unnamed alley on plan entitled "Land of Jennie F. Dickey and Phronie A. Woodman" dated July, 1910.
- No acceptance of dedication or return of layout for the street was found in the records of the City Clerk.
- No records of sewer or drain pipes being in the street were found.
- The Highway Department does not maintain this area as a public street.
- Because the dedication predates 1913 a road hearing is needed.
- The Highway Department supports the release and discharge of Hayward North Back Street.

Sincerely,

Kevin Sheppard, P.E.
Director of Public Works

MJM
CC: file



Area Map Showing Extent of Map At Left

Legend

- Boundary Lines
- Easements
- Aerial Photos - 2010
- Parcel 1
- Parcel 2
- Parcel 3

DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, NH (the "City"). This map is not survey-quality. All boundaries, easements, areas, measurements, rights-of-way, etc. appearing on this map should only be considered as approximate and not to be relied upon for legal purposes. The City makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the information for any particular use. The City assumes no liability whatsoever associated with the use or misuse of this information. The official public records from which this information was compiled are kept in the offices of various City, County, and State government agencies and departments, and are available for inspection and copying during regular business hours. By using this map, you agree to these terms and conditions.

*Matthew Normand
City Clerk*



*Heather Freeman
Assistant City Clerk*

*JoAnn Ferruolo
Assistant City Clerk*

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Kevin Sheppard
Public Works Director

From: Heather Freeman 
Assistant City Clerk

Date: October 18, 2011

Re: Petition for release and discharge

Pursuant to Rule 19 of the Board of Mayor and Aldermen, enclosed is a copy of a petition for release and discharge from public servitude a portion of an unnamed street. Please respond to the Committee on Community Improvement c/o the City Clerk at your earliest convenience.

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

The Undersigned respectfully represent that for the accommodation of the public there is occasion for releasing and discharging a highway dedication.

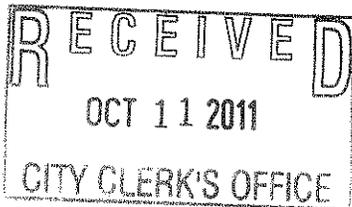
Beginning the intersection of the easterly line of Woodman Street, formerly Mason Street and the southerly line of Hayward North Back Street, thence easterly 328.55' along the southerly line of the back street to its easterly end, thence northwesterly 20xxx to the easterly end of the northerly line of the back street, thence 325.5' along the northerly line of the back street to the easterly line of Woodman Street, thence southerly 20' by the easterly line of Woodman Street to the point of beginning. The described street is an unnamed street shown on plan entitled "Land of Jennie F. Dickey and Phronie A. Woodman" dated July, 1910.

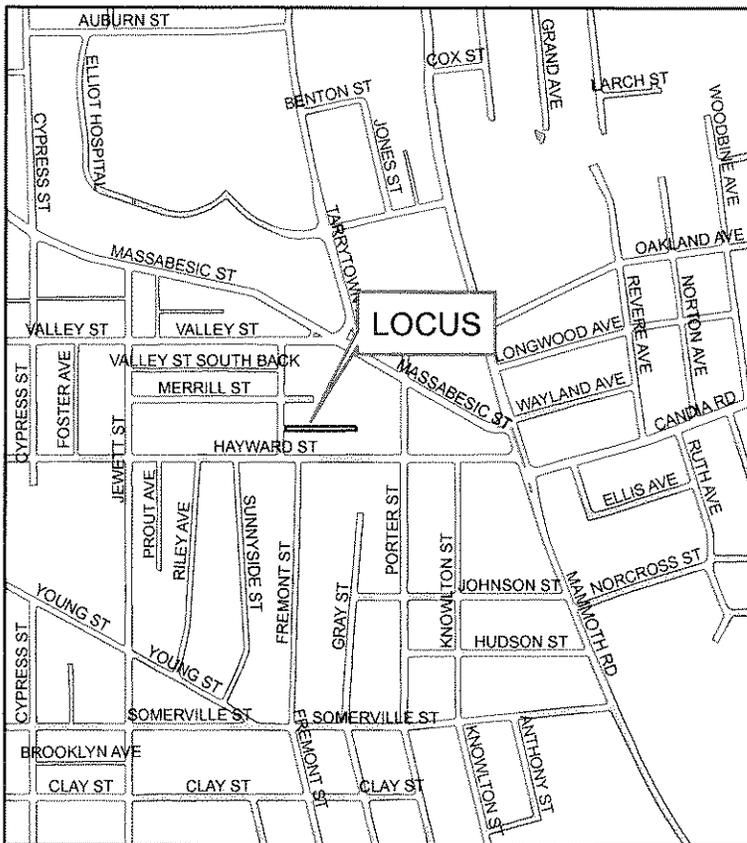
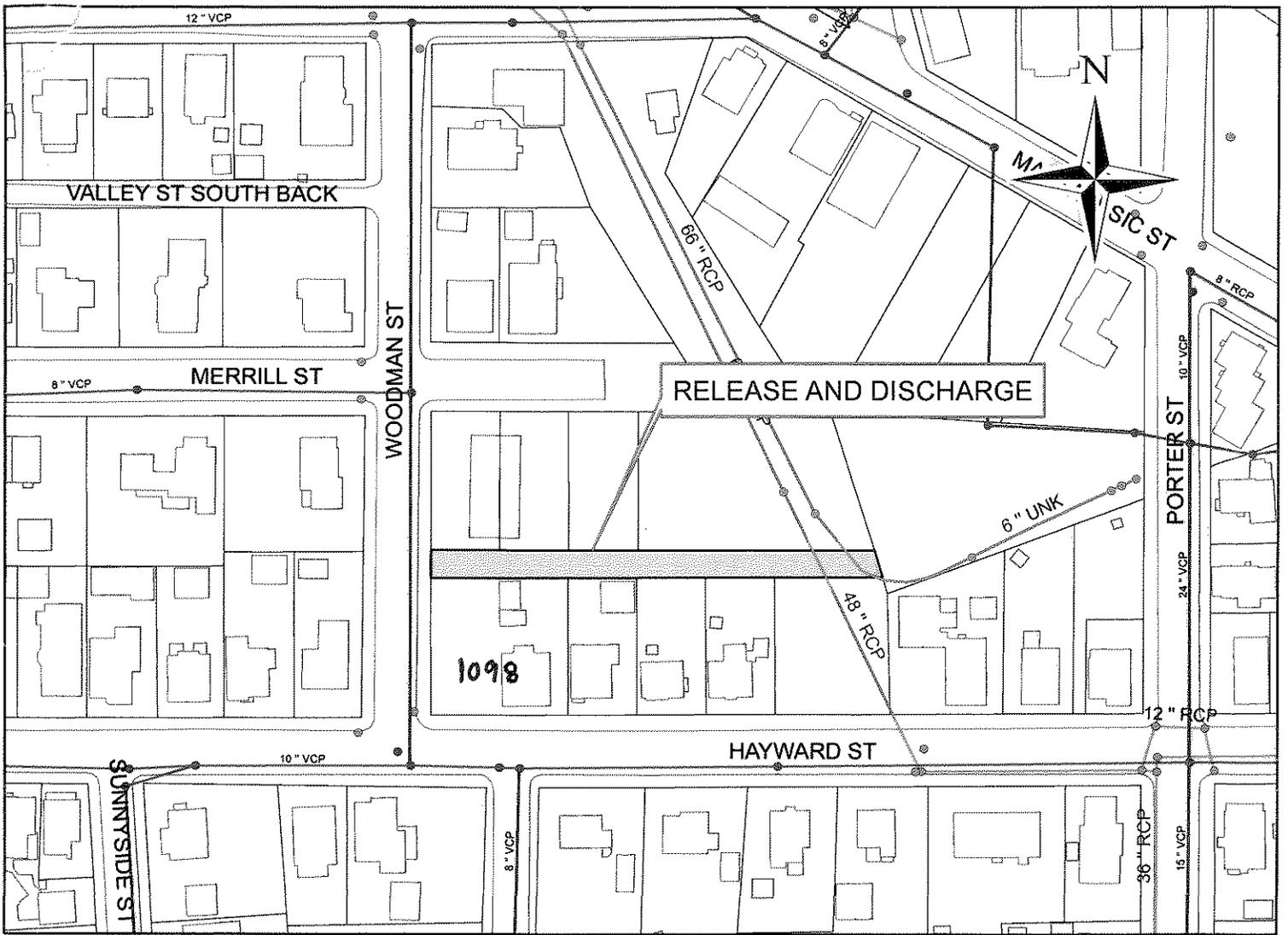
He, therefore, requests you to release and discharge the above-described portion of the unnamed street.

Dated at the City of Manchester, New Hampshire this 11 day of October 2011.

By: 

Paul McDanel – 1098 Hayward Street





**RELEASE AND DISCHARGE
UN-NAMED STREET
COMMONLY KNOWN AS
HAYWARD NORTH BACK STREET**



Manchester, NH
October 31, 2011

