

## AGENDA

### COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

May 17, 2011

Aldermen Lopez, Osborne,  
O'Neil, DeVries, Corriveau

6:00 PM

Aldermanic Chambers  
City Hall (3<sup>rd</sup> Floor)

1. Chairman Lopez calls the meeting to order.
2. The Clerk calls the roll.
3. Presentation by the Bed Bug Action Committee regarding the management and control of bed bugs in Manchester.
4. Presentation by Timothy Soucy, Public Health Director, on the Health Departments automation of inspections.
5. Communication from Maura Leahy, Administrative Assistant, providing an updated status report of filed landlord agent forms.  
*(Note: Provided for informational purposes only; no action required)*
6. Communication from Andy Vachon, Recreation Enterprise Manager, requesting the fair license fee be waived for the City's Independence Day Celebration at Arms Park on Sunday, July 3, 2011.  
**Ladies and Gentlemen, what is your pleasure?**
7. Communication from James Burkush, Fire Chief, submitting a request from the New Hampshire Department of Safety to start the E911 mapping project.  
**Ladies and Gentlemen, what is your pleasure?**

8. Acknowledgement and Waiver Agreement submitted by David Sarette, Owner of McIntyre Ski School, Inc.  
**Ladies and Gentlemen, what is your pleasure?**

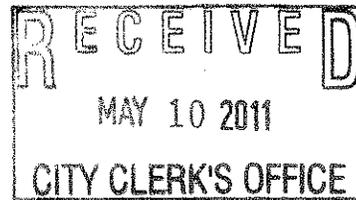
9. Appeal of the denial of a Peddler's License.  
***A motion would be in order to enter non-public session under the provisions of RSA 91-A:3(II)(c).***

***A roll call vote is required on the motion.***

### **TABLED ITEMS**

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

10. Presentation by Robert Cote, President of Brattle Consulting Group, Inc., regarding SubItUp.com and its impact on the Manchester Police Department.  
*(Note: Retabled on 8/30/2010; Police Department to evaluate through December 2010. Originally tabled 04/20/2010.)*
11. Communication from David Mara, Chief of Police, requesting the Committee consider moving towards a full transition of the Parking Control Officers to the Parking Division.  
*(Note: Tabled 12/21/2010; City Solicitor, Human Resources Director, Chief of Police and Parking Manager to work out employee concerns.)*
12. Communication from Jennie Angell, Director of Information Services, requesting permission to utilize online auction sites to dispose of excess equipment that is no longer needed for City operations.  
*(Note: Tabled 04/19/2011; communication from Jennie Angell regarding the items to be disposed of is attached.)*
13. There being no further business, a motion is in order to adjourn.



***DRAFT***

# **Recommendations for the Management and Control of Bed Bugs in Manchester NH**

**Bed Bug Action Committee**

**Report to the Mayor and Board of Aldermen**

**May 2011**

## **Introduction**

The first reports of bed bugs in Manchester date back to the winter of 2002-3. A few residents contacted the Manchester Health Department regarding a tick problem in a center city multi-family building (Health Department Internal Data). The residents did not have pets and did not spend time outside. When the insect was brought to the Health Department for assessment, no one had seen this insect before. An internet search showed that the insect resembled a pest which had been mostly eradicated in the United States, but was making resurgence nation-wide, the *Cimex Lectularius*, otherwise known as the bed bug.

Numerous efforts were employed to educate and assist those who were affected by this insidious pest. Our collective lack of understanding, at the time, of the complexity of this pest's habits led to incomplete treatment and unsustainable solutions.

In 2009, the Manchester community mobilized around a particularly severe infestation which presented itself when the mother of a newborn protested returning to her family's apartment after her baby was born because the home was infested with bed bugs and the family was already experiencing the stress and misery of nightly bites. She turned to a community leader for assistance who, in turn, reached out to tenant advocates in the city. It was this event which galvanized partnerships amongst a host of strange bedfellow stakeholders, which led to the formation of this group.

The group, now known as the Bed Bug Action Committee (BBAC) is comprised of pest control professionals, academia, local government officials; faith based organizations, property owners, community members, social service agencies and is convened and facilitated by community organizing and mobilization agencies (**Appendix 1**).

In March of 2010, the Manchester Board of Mayor and Aldermen directed City Departments and the BBAC to prepare a report on the extent of the problem in Manchester as well as a list of recommendations for action (**Appendix 2**).

As such, we are proud to present the Bed Bug Action Committee's recommendations for future action in a coordinated effort to prevent and minimize the effects of bed bugs on our residents and visitors.

**Extent of the problem**

Estimating the number of bed bug infestations in any city is a challenge. There are several factors which affect our ability to collect data on the subject. The following are a few: stigma of reporting, fear of eviction, landlord financial responsibility, limited data collection opportunities, lack of accurate information (including correct identification of samples), and under-reporting.

Other cities have shown an increase in activity (Freiden, 2007, Davis 2008, Chan 2008).

In an effort to establish a baseline and the extent of the problem in Manchester, the Board of Mayor and Aldermen directed City agencies to collect bed bug data (March 2010 order) and asked the following agencies to collect data: Manchester Health Department (MHD) (inquiries) and Manchester Planning and Community Development (MPCD), which regulates rental housing (violation notices). In addition, the BBAC asked NH 211 and UNH Cooperative Extension (UNH Co) to report its bed bug inquiry data by zip code. It is important to try to collect data from various sources to try to capture data from different facets of society.

Table 1 shows the number of calls and/or inquiries from the various agencies NH211 data listed as "NH211-NH" is the sum of all non-Manchester, New Hampshire calls. Similar methodology follows for "UNH Co" data.

**Table 1**

| <b>Agency</b> | <b>Time Period</b> | <b>Calls/Inquiries</b> | <b>Violations</b> |
|---------------|--------------------|------------------------|-------------------|
| MHD           | 7/1/10-12/31/10    | 79                     | n/a               |
| MHD           | 1/1/11-4/11/11     | 20                     | n/a               |
| MPCD          | 1/1/09-12/31/09    | n/a                    | 16                |
| MPCD          | 1/1/10-12/31/10    | n/a                    | 17                |
| MPCD          | 1/1/11-2/16/11     | n/a                    | 0                 |
| NH211-NH      | 1/1/09-12/31/09    | 5                      | n/a               |
| NH211-MHT     | 1/1/10-12/31/10    | 8                      | n/a               |
| NH211-NH      | 1/1/10-12/31/10    | 16                     | n/a               |
| NH211-MHT     | 1/1/11-2/11/11     | 4                      | n/a               |
| NH211-NH      | 1/1/11-2/11/11     | 7                      | n/a               |
| UNH Co-MHT    | 1/1/10-12/31/10    | 6                      | n/a               |
| UNH Co-NH     | 1/1/10- 12/31/10   | 14                     | n/a               |

The actual annual number of bed bug infestations occurring in private homes, hotels, nursing homes, commercial and public buildings throughout the city is unknown.

Anecdotally, many partner agencies have had constituents reporting bed bug activity but there lacks a central collection system.

In addition to the locations listed above, there have been bed bugs found in schools, hiking cabins, camps, health facilities, and group living arrangements.

### **Risk Factors**

The spread of bed bug infestations is rooted in several factors, including:

- Lack of public awareness and knowledge
- Failure to act promptly
- The density of multi-unit building living spaces;
- Inadequate access to and unaffordability of quality pest control services and resources for bed bug treatment;
- Varying standards of preparation and treatment;
- The current limitations of the materials and methods for bed bug control;
- A lack of efficient procedures to resolve landlord/tenant disputes in an equitable way.
- Limited oversight of distribution of used furniture and other high risk activities
- Limited resources for prevention oriented educational outreach.

### **Societal Cost**

The effects of bed bugs on human health can be significant, despite the fact that bed bugs have never been shown to spread disease (Pinto, et.al. 2007). Health effects may include dermatitis and secondary dermal infections due to bites, as well as anemia in severe cases (Pritchard and Hwang, 2009). However, the most significant health effects appear to be the onset of stress, anxiety, depression, and fatigue caused by the presence of bed bugs in the home (Reinhardt and Siva-Jothy 2007, Hwang et. al, 2005, Kussman 2008, Doggett 2009, Potter 2010). These health effects are then amplified by the time and expense it takes to manage bed bugs successfully. It is logical that children who live in an infested environment will have their sleep impacted and this will affect their ability to learn. Additionally, when bed bugs are present in the homes of those requiring home health care or other services, it is common that service providers will not provide services until the bed bugs are gone, thus denying some people medical care and other necessary services (Davis, 2008; WoodGreen, 2009b).

As previously discussed, property owners and residents alike often lack appropriate information to quickly identify and combat an infestation; lack the conditions and resources to eradicate infestations; and make preventable

mistakes that all too often exacerbate their infestations. Recommended bed bug management practices—appropriate inspections, pest-proofing, appropriate disposal of infested furniture and mattresses, coordinated treatment of infestations, and education of tenants and property managers—are not widely known or adopted.

As such, the BBAC has established the following subcommittees, which have been charged with researching and developing evidence based strategies to tackle this complex problem: Education and Public Outreach, and Policy and Best Practices. The following will present the findings and recommendations of the Subcommittees. The recommendations draw from those suggested and implemented by the cities of New York and Toronto, and discuss what has been done in Manchester and what should be done moving forward.

### Bed Bug Report Notations

- Items with a potential cost, either in implementation or other fiscal impact (in addition to in-kind support), are noted with a (\$\$).
- For each recommendation, there is a current status denoted as follows:
  - *RESEARCH*- under active study; developing action steps.
  - *IN PROGRESS*- implementation of action(s) is underway but not complete.
  - *ONGOING*- actions are currently in effect and continuing.

### Recommendation 1.1: Take a proactive approach to public education and awareness (ONGOING).

Any resident can be affected by bed bugs. If we can raise the level of awareness and dispel myths, we can reduce the amount of time it takes to report/treat the problem. Empowering residents to reduce their own risk is a prudent step toward reducing the stigma and anxiety around bed bugs.

Early identification of a bed bug infestation is critical to solving the problem as well as managing the costs associated with eradication. Once an infestation becomes well established, the costs associated with control are much greater than if the infestation has been identified during its early stages. Additionally, once an infestation has established itself, it can move through walls, floors, and halls. A single apartment that goes untreated can become the reservoir for the whole building.

The content of an ongoing public awareness campaign should be simple, with messages describing what bed bugs look like and how they can be detected. It should emphasize that any person can bring a bed bug into their home; that it is not restricted to poor housing or other socioeconomic factors.

Effort should be made, using valid data, to target populations and/or areas which may be disproportionately affected and/or at greater risk of infestations.

Recommendation 1.2: Provide bed bug training to stakeholders (ONGOING).

Training is an extremely important component that should be offered and tailored to stakeholders, including, but not limited to, superintendents, property owners, City workers, pest management professionals, and staff working in the residential setting.

The BBAC has established a Bed Bug Speakers Bureau. This panel consists of a pest control professional, health department representative, property owner and an affected resident. The group or a member of the group has spoken to the following groups: Kiwanis, Rotary, home visiting agencies, health care professionals, school personnel, property owners, resident groups, and City employees.

This group should continue to identify and orient other stakeholders with regard to this issue.

Recommendation 1.3: Launch and maintain a website devoted to bed bug facts and resources (IN PROGRESS)(\$\$).

The BBAC has established a website ([www.nhbedbugs.com](http://www.nhbedbugs.com)) which provides an accurate, consistent, and accessible source of information to the public. This site is currently funded by a grant and is not sustainable; it serves as an outreach tool where residents can download fact sheets and educational resources, view instructional videos and slide presentations, and find other documents. With further development, it could also provide tools such as inspection forms, contract language, and the elements of a training curriculum that City agencies, property owners/managers and other institutions can adapt to their own needs. To minimize inconsistencies and dissemination of misinformation, the BBAC has established a Website Review Committee which is responsible for approving content for accuracy before materials are made available for the public. These materials must be made available in a culturally appropriate manner and in a form which recipients can easily understand and follow directions.

Below is a suggested list of the minimum information that should be included in the Bed Bug Website (NY Bed Bug Report, 2010):

- Information for general public
  - Fact sheet: (General biology, Risks / Transmission, Location / Inspection, Treatment, Proactive measures, Myths)
  - Travel precautions / recommendations
  - Guidelines for choosing a pest management company
  - Dealing with bed bugs in non-residential settings
  - Housing rights and responsibilities FAQs
  - City resources

- Information for landlords/tenants
  - What to do if you think you have a problem
  - Proactive steps landlords and tenants can take, individually and collaboratively.
  - Housing rights and responsibilities FAQs
- Information for pest management professionals
  - Fact sheet: (General biology, Risks / Transmission, Location / Inspection, Treatment, Proactive measures, Myths)
  - Useful resources (links, articles, books, etc)
  - Training videos
  - Upcoming events and opportunities
- Information for city agencies (including schools)
  - Fact sheet: (General biology, Risks / Transmission, Location / Inspection, Treatment, Proactive measures, Myths)
  - Training videos
  - Upcoming events and opportunities
  - Bed bugs in City offices
  - Tips for social service providers
  - Model contracts / RFPs
  - Laws and legislation
- Information for social services and health care providers
  - Fact sheet: (General biology, Risks / Transmission, Location / Inspection, Treatment, Proactive measures, Myths)
  - Training videos
  - Personal protective precautions
- Other Industry (Furniture stores, retail stores, thrift stores)
  - Fact sheet: (General biology, Risks / Transmission, Location / Inspection, Treatment, Proactive measures, Myths)

**Appendix 3** contains resources which have been designed for Manchester residents and can be used throughout the State as a resource for NH residents and visitors, including: refrigerator magnet, bug identification card, traveler card, sticky monitors, fact sheets, posters for multi-unit buildings and public places, School Department Letter.

Additional Resources:

NH 211

UNH Cooperative Extension: 1-877-398-4769

[www.bedbugcentral.com](http://www.bedbugcentral.com)

**Best Practices and Policy Options:**

Recommendation 2.1: *Establish protocols for proper disposal of infested items (IN PROGRESS).*

The improper disposal and subsequent collection of infested items is thought to be a major pathway for the re-infestation and spread of bed bugs in both residential and non-residential settings. By identifying and promoting proper disposal procedures, the City can reduce scavenging and therefore prevent the deliberate or inadvertent introduction and re-introduction of bed bugs.

While it is often unnecessary to dispose of household items infested with bed bugs (many things can be treated, or encased and saved), guidelines for disposal of heavily infested, unsalvageable items should be created. At a minimum, the guidelines should include disposal instructions for all bed components, upholstered furniture, and other large items.

The Public Works Department should formalize an “Expedited Collection Protocol” to minimize the “time on the street” for infested materials. Data should be collected to ascertain the amount of time from request to pick-up in order to determine other resource needs.

While the BBAC realizes that identifying discarded items as bed bug-infested may present certain challenges, we feel that it is still important to label items to protect the public and to manage the spread of bed bugs. The Education Subcommittee has developed stickers to be placed on any furniture items left at curbside, to dissuade re-use (\$\$). A sample sticker can be found in **Appendix 4**.

*Recommendation 2.2a: Develop suggested minimum pest management practices (RESEARCH).*

At the current time “best practices” have not been widely disseminated for pest management professionals, City agencies or the public for responding to reported or suspected bed bug infestations. As a result, significant disparities exist in the approaches taken by pest management specialists, and it is difficult for recipients of bed bug services to evaluate which methods are most appropriate or safe. The Bed Bug Action Committee strongly recommends the use of Licensed Pest Control Professionals who are committed to the principles of Integrated Pest Management (IPM). In addition, the pest control industry has established a “Bed Bug Free Certification” program which incorporates these principles. At present other states, such as Connecticut, New York and New Jersey are legislating standard treatment guidelines.

In addition, the National Pest Management Association (NPMA) has developed “Best Management Practices” for combating bed bugs. These guidelines should be evaluated for efficacy and possible implementation. These guidelines can be found at: <http://www.pestworld.com/bed-bug-BMPs>

*Recommendation 2.2b: Engage the NH Department of Agriculture, Division of Pesticide Control, in the development of a “bed bug category” for Commercial Pesticide Applicators licensing. (RESEARCH)*

This level of assurance will help to guide consumers to experienced and technically competent professionals in the fight against bed bugs. Other States are developing similar credentials. These licensing guidelines should extend to the use of Canine Detection and non-chemical treatments designed with the intent of detecting and/or killing bed bugs and their eggs.

Recommendation 2.3: Create guidelines for the donation of used and second-hand items (RESEARCH) (\$\$).

As bed bugs can be easily and unwittingly transported in items for donation such as coats, clothing and appliances, educational awareness should be focused on avoiding the redistribution of infested items to families and charitable organizations.

Contributors should be informed of the need to launder/dry or dry clean and bag clothing prior to donation. Such facilities should be educated and encouraged to utilize heat treatment and or canine detection as a preventative measure before accepting and distributing such goods (\$\$). Educational materials should be provided to all such stakeholders. Bed bug complaint data should be analyzed to determine whether such facilities are implicated in infestations so that regulations and oversight may be implemented if warranted (\$\$).

Recommendation 2.4: Offer guidelines for self-assessment and preparation for treatment (RESEARCH)

Many people will immediately take bed bug control into their own hands, while awaiting response from a landlord or pest management company. A resident needs to understand the proactive steps he or she should take, in both the short- and long-term, in order to avoid exacerbating conditions and possibly hampering subsequent control efforts.

In addition, not every living arrangement is created equally. And as such, site specific guidance should be developed to address the various challenges faced in every facet of living “Guidelines for...” shelters, group living facilities, schools, hotels and health care facilities, etc., should be made available through the website and public education initiatives listed above. Examples are listed in **Appendix 5).**

## **Sustainability and Support**

Recommendation 3.1: Maintain a Bed Bug Leadership Team, comprised of a qualified entomologist, municipal liaison, property owner representative, community representative and elected designee, to coordinate city-wide bed bug efforts in support of the Bed Bug Action Committee and its mission (ONGOING).

The Bed Bug Leadership Team will evaluate and suggest effective bed bug policy and control efforts on a city-wide basis. It is critical that this group be comprised of a diverse group of vested stakeholders to prevent the duplication and waste of scarce resources, and to hone effective control strategies. As bed bugs are a challenging pest, and considering the ongoing research changing

guidance in their treatment and control, it is necessary to have an informed body of expertise with a consistent and competent message and mission.

Recommendation 3.2: *Ensure that the BBAC has a robust, representative, and open membership focused on a common set of goals and outcomes (ONGOING).*

Members of the BBAC should include, but not be limited to, pest management professional(s), governmental agency representatives, public health and medical expert(s), school officials, a housing court representative, tenant advocate(s), property management representative(s), industry partners (hospitality), social worker(s) and interested residents. It is important that all members of the BBAC have a commitment to improving the problem.

**The mission of the Bed Bug Action Committee would be to:**

- Serve as the City experts on bed bugs and bed bug management
- Develop and Maintain the Bed Bug Website and its content (\$\$)
- Create a process for specimen identification
- Research and implement evidence-based treatment protocols (\$\$).
- Create guidelines that address what is considered a reasonable and expected level of preparation and cooperation on the part of property owners and occupants for bed bug remediation.
- Address bed bug issues among and between various City agencies through education and coordination of efforts and resources
- Provide and facilitate educational outreach to stakeholders and City residents
- Coordinate community resources to assist people with unique needs and/or limited resources (\$\$)
- Advise, facilitate and assist social enterprise and small business start-ups to provide low-cost bed bug services (\$\$)
- Analyze existing data that has been collected by 211 and other agencies to identify trends and to determine priorities
- Identify an effective reporting mechanism that collects accurate infestation data and can be used to direct future priorities and policies
- Collaborate with existing research institutions and seek creative funding opportunities (i.e. Federal grants, public/private partnerships) to promote advancements in effective bed bug management and education
- Find ways to disseminate consumer warnings about bed bug risks from used furniture and used mattresses
- Work with the newly established Bed Bug Subcommittee of the Health and Human Services Oversight Committee of the NH House of Representatives (**See Appendix 6**).

Recommendation 3.3: *Develop integrated monitoring, tracking, and reporting tools (IN PROGRESS).*

The BBAC should work to improve and expand systems to capture data about bed bug infestations. The BBAC should evaluate, improve and, where possible, integrate reporting channels that are maintained separately in the form of bed bug information calls, complaints, and reports by: the Health, Planning and Community Development, School, and Public Works Departments, NH 211, UNH Cooperative Extension as well as other not yet identified sources. Trend analysis will be essential in order to assess the impact of intervention or the cost for not acting.

This data should be mapped at the highest resolution in order to identify “high-risk” or persistent problems with the City. Data should only be made available to the public if verified by an appropriate party and valid complaints should be tracked to monitor compliance.

Recommendation 3.4: Review City inspector protocols and enforcement actions, specifically, as they pertain to bed bug infestations (RESEARCH).

Chapter 150 of the City of Manchester Code of Ordinances (**Appendix 6**), states that if an infestation is found in a single unit of a multi-unit building it is solely the responsibility of the tenant. If the problem is found in multiple units or a common area it becomes the responsibility of the property owner/manager. This ordinance does not stress the necessity that all complaints related to bed bugs should be promptly evaluated. Nor does it stress that both tenants and property owners bear responsibilities in preventing and treating an infestation.

While educational campaigns, in-depth trainings and a “Bed Bug Website” can substantially reduce the number and rate of spread of infestations, it will not help to eradicate infestations where tenants or building owners are not cooperative. As a result, measures should be taken to compel tenants to report infestations as soon as possible and for building owners to notify and treat in good faith.

Recommendation 3.5: Evaluate Disclosure Policies in other jurisdictions for efficacy (RESEARCH) (\$\$).

Other municipalities and states are either requiring or plan to require that landlords provide written bed bug information to tenants upon lease signing and renewal. The BBAC should evaluate these efforts and support initiatives if found to be effective in reducing the spread of bed bugs.

Recommendation 3.6: Disseminate consumer warnings about bed bug risks from used furniture and mattresses (IN PROCESS) (\$\$).

In the absence of used bedding sanitization and disinfection standards from the State, consumers are left without adequate information about the status of sanitized used (refurbished or renovated) bedding. A policy that has been

adopted in Chicago is to issue appropriate consumer warnings about purchasing used bedding (Chicago, 2009).

The BBAC should consider lobbying the NH General Court to promulgate and enforce used bedding sanitizing regulations that are known to prevent the transmission of bed bugs, as well as ensure the safety of institutional and private consumers of used bedding.

Recommendation 3.7: *Determine a clear notification and regulatory process for non-rental/residential infestations/ exposures (\$\$).*

The current regulatory framework (or lack thereof) provides little assurance and guidance for the consumer affected by a bed bug infestation in such a setting. In NH there are no required pest inspections or licensing of hotels, motels and rooming facilities. Local code enforcement officials and health officers can and do provide guidance to such facilities and those affected, but their oversight is not defined in statute or administrative law. This area should be explored by the State Bed Bug Subcommittee.

Recommendation 3.8: *Encourage small business and social enterprise start-ups to provide bed bug preparation services for at-risk and vulnerable households (\$\$).*

Thorough room preparation is necessary in order to ensure the effectiveness of bed bug control treatments. The inability of some residents to correctly prepare for professional bed bug treatment is a major cause of treatment failure and further spread of infestations. However, preparation requirements are frequently costly and onerous, entailing laundering all clothing and linen, emptying closets and furniture, vacuuming and cleaning extensively, reducing clutter, bagging possessions, and removing and storing or disposing infested furniture and belongings. Further, residents may be required to complete these exhaustive preparation tasks within a short period of time before scheduled services, or risk not receiving services. Those who are not physically capable, lack adequate resources, have difficulty understanding the process and materials given to them, or have many pieces of furniture and possessions to reduce clutter are especially vulnerable.

The BBAC should cultivate possible business and job development infrastructure, to target the creation of small businesses and social enterprises to provide affordable bed bug preparation and treatment services for residents with low and moderate income. Social enterprises are a proven solution in Toronto to render preparation and treatment services to underserved individuals (McKeown, 2008b, 2009; Toronto Bed Bug Project Steering Committee, 2009; Fragomeni, 2010; ONPHA).

In Manchester, *The Way Home* has utilized a successful peer educator model in lead poisoning prevention and asthma maintenance. In addition, they have trained lead abatement contractors from a cohort of affected residents, who are then marketable in the workforce (\$\$). These models may be effective in this initiative.

Recommendation: 3.9: *Establish an integrated and coordinated support system to provide financial assistance to property owners and tenants to assure complete and thorough treatment (\$\$).*

The high cost of pest control services provides a significant burden on property owners and the hospitality industry. The cost of laundering and preparing for such treatments poses a significant burden on tenants, especially in difficult economic times. Exploring a “forgivable loan” program similar to the model used under lead poisoning abatement (now integrated with “Healthy Homes”) is indicated for property owners. City officials should look to leverage “Healthy Homes” funding to include support for property owners and tenants.

Recommendation: 3.10 *Solicit and leverage innovative partnerships in an effort to obtain monetary and other support to combat the problem.*

- Engage academic and faith based organizations to utilize trained volunteers to assist families and property owners to combat infestations.
- Implement innovative and cost-effective solutions for de-infestation of furniture and personal belongings, such as exploring the use of mobile heat treatment chambers (Chan, 2009; BC Housing, 2009, Pereira et. al. 2009)(\$\$).
- Utilize the grant writing skills of partner agencies to leverage funds.

### **Final thoughts:**

We would like to thank the Board of Mayor and Aldermen for their continued support for this important initiative. Your leadership in adopting the Bed Bug Resolution has led to the adoption of a necessary state-wide Bed Bug Subcommittee in the State Legislature. Our work in Manchester will inform and guide the efforts at the state level. Only by a coordinated state-wide effort, comprised of diverse group of competent stakeholders, can we successfully combat this pest which is a threat to our residents, visitors and economy.

This report is a blueprint for the here and now, as well as a means to a sustainable effort moving forward. And as such, the BBAC endeavors to update the Board on at least an annual basis and as conditions and needs dictate.

Every effort will be made to develop evidence-based interventions (that have been proven to work elsewhere) in collaboration with all stakeholders.

The BBAC is committed to leveraging support from a combination of private, public and charitable organizations. The BBAC will look for a commitment from the Board of Mayor and Aldermen to support the actions and interventions suggested by its work.

## Cited References

(BC Housing) BC Housing. 2009. Heat Treatment Room for Bed Bugs. Technical Bulletin No. 29-2009. BC Housing. Burnaby, British Columbia, Canada.

[http://www.bchousing.org/resources/Programs/ILBC/technical%20bulletins/29-09-12-15-Heat Treatment Room for Bed Bugs.pdf](http://www.bchousing.org/resources/Programs/ILBC/technical%20bulletins/29-09-12-15-Heat%20Treatment%20Room%20for%20Bed%20Bugs.pdf)

Chan, C. 2009. Renovated Downtown Eastside hotel puts bite on bedbugs. The Province, October 14.

<http://www.theprovince.com/Renovated+Downtown+Eastside+hotel+puts+bite+bedbugs/2098016/story.html>

(Chicago) City of Chicago Department of Business Affairs and Consumer Protection. 2009. Consumer Watch: purchasing a mattress in Chicago. Chicago, IL.

[http://egov.cityofchicago.org/webportal/COCWebPortal/COC\\_EDITORIAL/mattressconsumerwatch.pdf](http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/mattressconsumerwatch.pdf)

Davis, M. 2008. Bedbug fears create alarming reaction. Lexington Herald-Leader, November 20.

<http://www.kentucky.com/2008/11/20/598978/bedbug-fears-create-alarming-reaction.html>

Doggett, S. L., and R. Russell. 2009. Bed bugs - what the GP needs to know. Australian Family Physician 38: 880-884.

Feiden, D. 2007. Bedbug epidemic attacks New York City. New York Daily News, December 30.

<http://www.nydailynews.com/news/2007/12/30/2007-12-30-bedbug-epidemic-attacks-new-york-city.html>

Fragomeni, C. 2010. Scratch, scratch ... The Hamilton Spectator, February 26.

<http://www.thespec.com/News/Local/article/728864>

Gangloff-Kaufmann, J. L. and C. Pichler. 2008. Guidelines for the prevention and management of bed bugs in shelters and group living facilities. New York State IPM Program, Cornell University.

[http://www.nysipm.cornell.edu/publications/bb\\_guidelines/](http://www.nysipm.cornell.edu/publications/bb_guidelines/)

Hwang, S. W., T. J. Svoboda, I. J. De Jong, K. J. Kabasele, and E. Gogosis. 2005. Bed bug infestations in an urban environment. Emerging Infectious Diseases 11: 533-538.

<http://www.cdc.gov/ncidod/EID/vol11no04/04-1126.htm>

Kussman, M. J. 2008. Under Secretary for Health's Information Letter: Bed Bugs. IL 10-2008-011. U.S. Department of Veterans Affairs, Washington, D.C.

McKeown, D. 2008b. Medical Officer of Health Staff Report: Toronto Bed Bug Project Update.

<http://www.toronto.ca/legdocs/mmis/2008/hl/bgrd/backgroundfile-17412.pdf> 21

McKeown, D. 2009. Medical Officer of Health Staff Report: Toronto Public Health's Response to Bed Bugs. <http://www.toronto.ca/legdocs/mmis/2009/hl/bgrd/backgroundfile-25109.pdf>

(NYC DOHMH) New York City Department of Health and Mental Hygiene. 2010. Preventing and getting rid of bed bugs safely: a guide for property owners, managers and tenants. NYC DOHMH <http://www.nyc.gov/html/doh/downloads/pdf/vector/bed-bug-guide.pdf>

New York City Bed Bug Advisory Board: Report to the Mayor and City Council. April 2010. New York City, NY [http://www.nyc.gov/html/om/pdf/2010/dm\\_07-28-10.pdf](http://www.nyc.gov/html/om/pdf/2010/dm_07-28-10.pdf)

(ONPHA) Ontario Non-Profit Housing Association. What types of social enterprises are non-profit housing providers developing in Ontario? website. Toronto, Canada. [http://www.onpha.on.ca/AM/Template.cfm?Section=Social\\_Enterprise&Template=/CM/ContentDisplay.cfm&ContentID=6966](http://www.onpha.on.ca/AM/Template.cfm?Section=Social_Enterprise&Template=/CM/ContentDisplay.cfm&ContentID=6966)

Pereira, <http://www.bioone.org/doi/abs/10.1603/029.102.0342?cookieSet=1&journalCode=en-aff1> R.M., P.G. Koehler, M. Pfister, and W. Walker. 2009. Lethal Effects of Heat and Use of Localized Heat Treatment for Control of Bed Bug Infestations. *Journal of Economic Entomology*. 102(3): 1182-1188.

Pinto, L.J. et al.. Bed Bug Handbook: The Complete Guide to Bed Bugs and Their Control. Mechanicsville, MD: Pinto & Associates, 2007.

Potter, M. F., K. F. Haynes, K. Connelly, M. Deutsch, E. Hardebeck, D. Partin, and R. Harrison. 2010. The sensitivity spectrum: human reactions to bed bug bites. *Pest Control Technology*. 38: 71-74, 100.

Pritchard, M. J., and S. W. Hwang. 2009. Severe anemia from bedbugs. *CMAJ* 181: 287-288. doi:10.1503/cmaj.090482.

Reinhardt, K., and M. T. Siva-Jothy. 2007. Biology of the bed bugs (Cimicidae). *Annual Review of Entomology* 52: 351-374. doi:10.1146/annurev.ento.52.040306.133913.

Solomont, E.B. 2008. Bedbugs Emerge as New Area of Housing Law. *The New York Sun*, September 26. <http://www.nysun.com/new-york/bedbugs-emerge-as-new-area-of-housing-law/86658/>

(Toronto Bed Bug Project Steering Committee) Toronto Bed Bug Project Steering Committee. 2009. *Bed Bugs in Toronto: Developing an Effective Response*. Toronto, Canada. <http://www.toronto.ca/legdocs/mmis/2009/hl/bgrd/backgroundfile-25110.pdf>

(WoodGreen) WoodGreen Community Services. 2009b. *Bed bugs are back: are we ready?* Toronto, Canada. <http://www.woodgreen.org/Temp/BBresearchReport-web.pdf>

*Matthew Normand*  
City Clerk



*Kathleen Gardner*  
Deputy City Clerk

**CITY OF MANCHESTER**  
*Office of the City Clerk*

MEMORANDUM

TO: Committee on Administration/Information Systems  
Aldermen Lopez, Corriveau, DeVries, O'Neil

FROM: Maura Leahy   
Administrative Assistant

DATE: May 11, 2011

RE: Update regarding RSA 540:1-b (Landlord Agent Form)

This memo is intended to provide the Committee with an updated status report of filed landlord agent forms as requested at the February 15, 2011, meeting. RSA 540:1-b requires local owners of "restricted" rental properties to file a statement with the town or city clerk of the municipality in which the property is located that provides the name, address, and telephone number of a person located within the state who is authorized to accept service for any legal proceedings brought against the owner related to that property. Property owners were given 30 days from the effective date in which to file their forms.

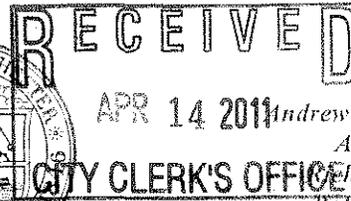
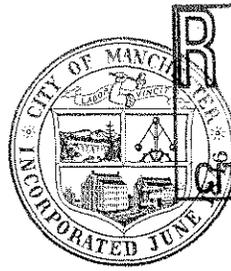
Since RSA 540:1-b went into effect on January 1, 2011, approximately 1,392 properties have registered with the City Clerk's Office. The Assessor's Office estimates that there may be as many as 3,000 properties for which the landlord agent form would need to be filed with the City.

Of the 1,392 properties that have filed as of May 10, 2011, roughly 575 have filed electronically, eliminating the need for paper copies to be maintained and reducing staff time to organize the forms.

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

Timothy J. Clougherty  
Deputy Public Works Director

Peter D. Capano, P.E.  
Chief of Parks, Recreation & Cemetery



Commission  
Andrew Manning, Chairman  
Angelo Manni  
Richard E. Powers  
Robert Blaisdell  
George "Butch" Joseph Clerk

**CITY OF MANCHESTER**  
*Highway Department*  
*Parks, Recreation & Cemetery Division*

To: Committee on Administration  
From: Andy Vachon, Recreation Enterprise Manager  
Re: Independence Day Celebration  
Date: April 14, 2011

RAV

The Parks, Recreation and Cemetery Division will be holding a fireworks display with vendors for the City's Independence Day Celebration at Arms Park on Sunday, July 3, 2011 with a rain date of Tuesday, July 5, 2011.

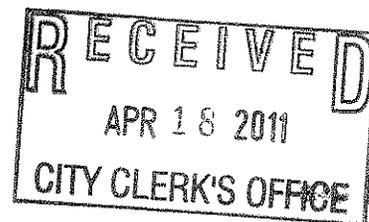
I respectfully request that the fee be waived for the fair license for this event.

Cc: Kevin Sheppard P.E.  
Cc: Peter Capano P.E.

James A. Burkush  
Chief of Department



**City of Manchester**  
*Fire Department*



April 15, 2011

Alderman Michael Lopez  
Administrative Committee Chair  
Manchester City Hall  
1 City Hall Plaza  
Manchester, NH 03104

Re: Administrative/ Information System Committee request

Dear Alderman Lopez,

Attached is a request from the New Hampshire Department of Safety to start a mapping project in the City of Manchester to identify issues regarding the naming and identifying addresses of streets as it relates to the E911 system. This project will involve all communities in the state when completed. The process is at no cost to the city and will identify any confusing street names and addresses. After receiving the information as a result of this process the city will address the issues that are identified.

Sincerely,

Chief James Burkush  
Chief of Department



**State of New Hampshire  
 Department of Safety  
 Division of Emergency Services  
 Bureau of Emergency Communications**

GIS & Addressing  
 Dwinell Building  
 50 Communications Drive  
 Laconia, New Hampshire 03246  
 (603)527-2069 (603)527-2073 (fax)  
 1(800)806-1242

Director Bruce G. Cheney  
 Bureau Chief

TDD Access: Relay NH  
 1(800)735-2964

**E9-1-1 Mapping Program**

March 10, 2011

We, the City of Manchester, wish to participate in the State of New Hampshire E911 Mapping program. We understand that this will encompass the collection and verification of all existing addressing as it currently exists. We also understand that we will receive maps and digital data for emergency response at no charge upon acceptance of the project.

Signed this day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_

1: \_\_\_\_\_, Mayor of Manchester

2: \_\_\_\_\_, Aldermen

3: \_\_\_\_\_, Aldermen

4: \_\_\_\_\_, Aldermen

5: \_\_\_\_\_, Aldermen

6: \_\_\_\_\_, Aldermen

7: \_\_\_\_\_, Aldermen

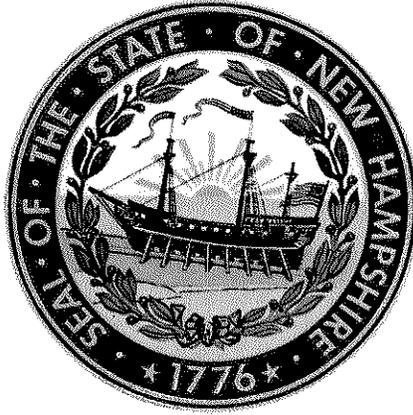
8: \_\_\_\_\_, Aldermen

9: \_\_\_\_\_, Aldermen

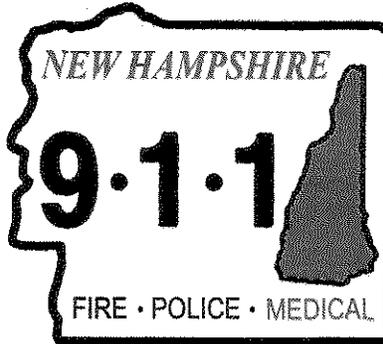
10: \_\_\_\_\_, Aldermen

11: \_\_\_\_\_, Aldermen

12: \_\_\_\_\_, Aldermen



## Addressing Standards Guide



Prepared by  
State of New Hampshire  
Department of Safety  
Division of Emergency Services  
Bureau of Emergency Communications  
May 2005  
Updated April 8, 2009

## Table of Contents

|   |    |
|---|----|
| <b>Purpose</b>                            | 3  |
| <b>Recommendations</b>                    | 3  |
| <b>Streets</b>                            | 4  |
| <b>Street Naming</b>                      | 5  |
| <b>Address Ranges</b>                     | 6  |
| <b>Increment</b>                          | 7  |
| <b>Street Numbering</b>                   | 7  |
| <b>Island Addressing</b>                  | 10 |
| <b>ESN</b>                                | 10 |
| <b>Road Classification</b>                | 11 |
| <b>Driveways</b>                          | 11 |
| <b>Addressable Structures</b>             | 13 |
| <b>Multi-unit Structures</b>              | 15 |
| <b>Landmarks</b>                          | 16 |
| <b>Interstates and Freeway Addressing</b> | 17 |

## **Purpose**

***A central goal of the New Hampshire Bureau of Emergency Communications (BEC) Mapping Department is to eliminate possible confusion for all emergency personnel when responding to an emergency call.***

The intention of this document is to clearly catalogue for all parties involved in the addressing process, the standards used by the BEC when formulating addressing recommendations. Time is a critical factor in the delivery of emergency services, and can mean the difference between life and death. A confusing, misleading or ambiguous addressing system could slow response times, possibly with disastrous consequences. To help ensure that New Hampshire emergency calls receive the fastest emergency response possible, the BEC has developed the following addressing standards, because a clear, rational, and unambiguous addressing system will help minimize both response time and errors.

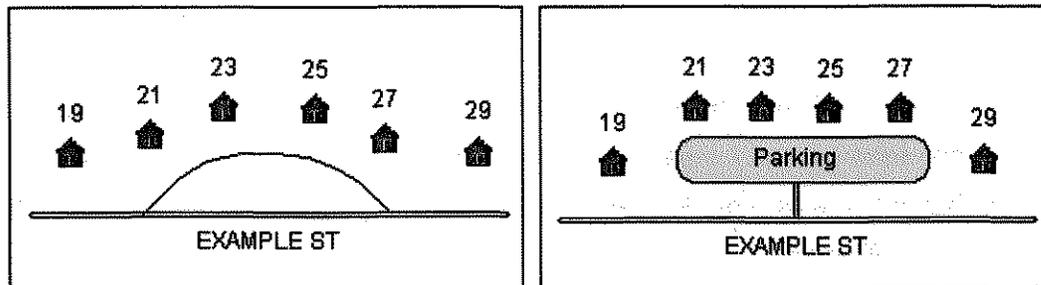
All of the standards found in this document have been adapted from the addressing standards of the National Emergency Number Association (NENA). Many of these standards have been expanded upon to meet the needs of New Hampshire, with its mixture of urban and rural settings, and its sometimes irregular road network. These standards will not address every situation encountered in a given municipality; instead they are intended to serve as a guide through which Bureau personnel will evaluate both typical and atypical situations.

## **Recommendations**

The recommendations the BEC makes using these standards are not binding upon any municipality. In the State of New Hampshire each city or town is responsible for the naming of the roads and the addressing of the buildings within its jurisdiction (RSA 231:133 and RSA 231:133-a). As the naming and addressing authority, the municipality can adopt any naming or addressing system it chooses that does not conflict with the pertinent RSA's. Because the naming of streets and the addressing of buildings are a municipality's responsibility, the BEC can only make addressing recommendations to the municipality. The municipality can then choose to adopt those recommendations or institute some other system of their own devising

## Streets

- Roads or road segments that are impassable to vehicular traffic will not be collected and displayed as roads. If a section of road is impassable, creating two separate segments each of which is mutually independent, the BEC recommends that each of these disconnected sections receive its own unique road name
- The BEC recommends that any road, either publicly or privately maintained, which may be traversed by an emergency service vehicle, and provides access to three or more addressable structures, be named and assigned address ranges.
- The BEC recommends that any road which may, through future development, provide access to three or more structures, be named and assigned address ranges.
- Short drives and shared parking areas providing access to three or more structures that are all clearly visible from the main road, and which present no questions regarding the sequence of the structures may be addressed from the main road.



- The BEC recommends that roads within developments that meet the definition discussed above all be named, and that the structures accessed from those roads be addressed on them. Examples of such developments include: industrial parks, condominium developments, apartment complexes, trailer parks, and campgrounds with year round residents.
- In urban areas, driveways providing access to structures that do not have their own road frontage, and which are located behind other addressable structures, should be named and addressed as streets.
- If a road continues through an intersection into diverse directions, the road may only continue in one of these directions. The other road, or potentially roads, would be their own entities requiring separate, unique identifying names.

## Street Naming

The BEC recommends that each street within a municipality, meeting the standards discussed previously, be given its own unique road name. If duplicate or confusingly similar street names currently exist in a municipality, the BEC recommends that new names be assigned to prevent confusion on the part of emergency responders.

- Eliminate like sounding, similar sounding, or duplicate road names.
- Avoid family names or individual's names, especially living persons and politicians.
- If the road is continuous, avoid changing names at an intersection or a curve or some other point.
- Do not use the same name with a different suffix (e.g. SMITH RD, SMITH LN).
- A duplicate street name is one in which the main part of the name is shared by more than one street, even if the designators, or directional information is different. Road names can be duplicate even if they are spelled differently when they are phonetically identical. SMITH ST, SMYTH ST, SMITH RD, NORTH SMITH ST, SMITH ST SOUTH, SMITH ST EXT are all duplicate road names.
- A confusingly similar street name is one in which either a large part of the name is shared by more than one street, or the names of more than one street are phonetically similar. OLD COUNTRY RD and COUNTRY LN would be similar sounding road names, as would COUNTRY LN and COUNTY LN and LAUREL AV and LAUREN AV.
- Street names should not contain any special characters such as hyphens, apostrophes, or dashes.
- Street names should not contain any abbreviations. Abbreviations are only appropriate at the end of a street name in the street suffix or designator. RD, ST, and AVE, are examples of acceptable street suffixes or designators. Please refer to the United States Postal Service document entitled *Postal Addressing Standards; Publication 28* for a complete list of NENA approved designators.
- The BEC recommends that continuous streets be assigned only one name for the entire length of the street.

- Avoid the use of directionals and USPS standard suffixes as road/street names (e.g. EAST ST, NORTH BLVD, KEARSARGE MTN RD, COURT ST, AVENUE OF THE PINES).
- All words within the main body of a street name should be spelled out completely and not abbreviated. This includes valid street suffixes and cardinal directions which are part of the main body of the name, rather than modifiers of the street name. Examples of street names which meet this criteria include WEST ALTON MARINA RD (west in this street name refers to the locality of West Alton, rather than the western section of ALTON MARINA RD), FIRE LANE 24 (LANE is not a designator in this situation), KEARSARGE MTN RD (MOUNTAIN should be spelled out).
- Avoid the use of nonstandard street name suffixes which may be confused with subdivisions or commercial developments (e.g. Example Plaza, Example Place).

## Address Ranges

Address ranges describe the valid addresses on each side of the street for a given road or segment of road. These are both the addresses which have already been assigned and those which could potentially be assigned in the future. For example, PINE HILL RD has a range of 1 / 2 to 167 / 168. According to this address range the lowest possible addresses are 1 on the left side of the street, and 2 on the right side of the street; the highest possible addresses are 167 on the left side of the street and 168 on the right side of the street. For this range, any numbers between 1 and 168 are valid, but only odd numbers are valid on the left side of the street, and only even numbers are valid on the right side of the street. The side of the street is determined by the direction in which addresses increase (line direction).

Address ranges are a critical component of an addressing system not only because they describe which addresses can exist on a street, but also because they help to form the Master Street Address Guide (MSAG). The MSAG is a data set containing all of the street names in a community, with each street's address range and associated Emergency Service Number (ESN). Accurate and up to date address ranges will help to ensure that the appropriate emergency service agency is dispatched to a street when the need arises there.

## Increment

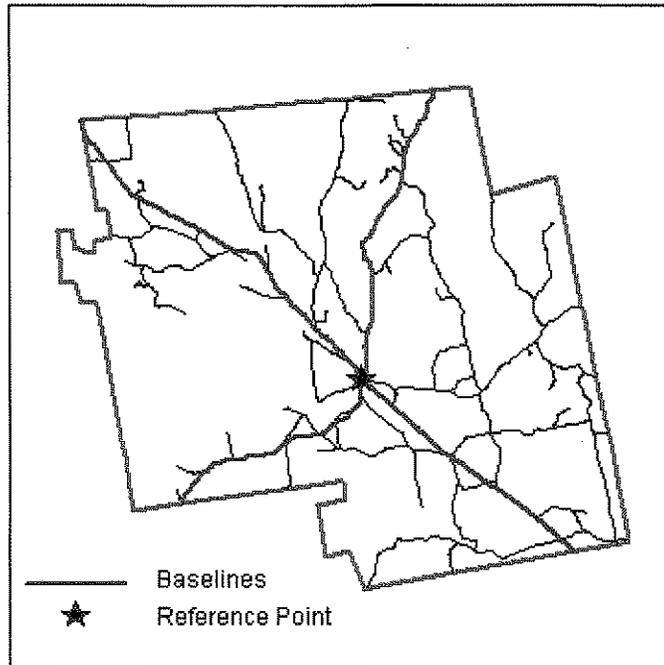
The BEC recommends that address ranges be created through the use of a distance-based system in which one address is generated on each side of the street for every distance interval (increment). The BEC recommends the use of a fifty (50) foot increment in New Hampshire municipalities.

Using a 50-foot increment, a road 4173 feet in length would yield a range of 1 / 2 to 167 / 168. This range was arrived at through a series of simple calculations. First, the length of the road was divided by the increment,  $4173 / 50 = 83.46$ . The quotient arrived at through this calculation describes how many 50 foot increments exist on the road segment. Because there either is another increment or there is not, the quotient, 83.46, must be rounded up to the next whole number, in this case 84. Each increment of road has two sides, an even side and an odd side. To provide each of these sides with its own address, the number of increments, 84, must be multiplied by 2. The product of this calculation,  $84 * 2 = 168$ , is the total number addresses generated for the road.

- In high-density areas where a fifty (50) foot increment will not generate an adequate number of addresses for the number of structures, the BEC recommends the use of a ten (10) foot increment.

## Street Numbering

When possible, addressing will radiate out from the center of town, with numbers increasing on a given street as one approaches the municipality's borders. To determine the line direction of any given street, the following process will be used. First, streets will be selected that will form perpendicular axes, called baselines, from which the line direction of many other streets will be determined. If the baselines are two main thoroughfares which cross from one end of the municipality to the other and intersect in the center of town (at a location referred to as the reference point), the BEC would recommend that each thoroughfare be addressed with numbering starting at one border and continuing straight through town to the opposite border. If four separate streets intersect in the center of town to form the baselines with one street extending off in each cardinal direction, the BEC would recommend that addressing radiate out from the point of intersection (reference point). Line directions for each of these streets would run from the center of town out to the border in each cardinal direction.



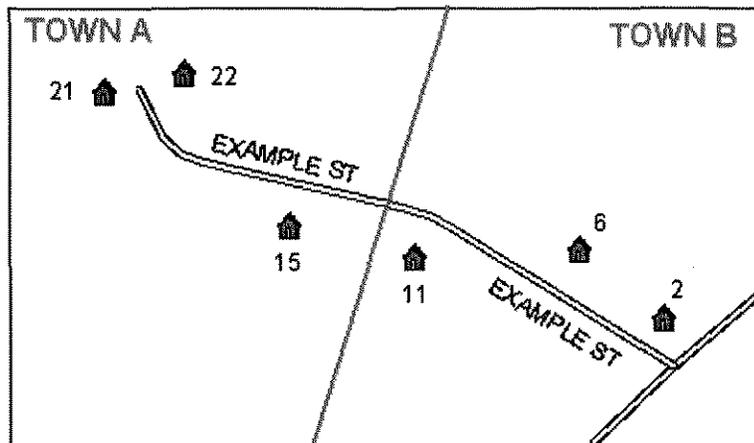
In the process of selecting the baselines, a point of intersection where the baselines meet, referred to as the reference point, will be selected. The reference point should occur at a main intersection in the center of the municipality. This point will help to determine the line direction in complicated situations.

Once baselines and a reference point have been selected, each street in the municipality will be placed into a hierarchy. The baselines, which are called first order streets, are located at the top of the hierarchy. The next level of the hierarchy consists of roads that originate at or intersect with one of the first order streets. These roads are called second order streets. Any street intersecting with a second order street, that is not a first order street or another second order street, is placed into the next level of the hierarchy, third order streets. This process of placing streets in a hierarchy will continue until each road has been placed into an appropriate level of the hierarchy.

Each street in a municipality will then be assigned a single parent street. The parent street is used to determine the line direction of each of its children. Each child street will begin its numbering at the parent street with the addresses 1 / 2; numbering will then increase away from the parent street. If more than one street could be the parent to a road, then the actual parent will be selected based upon distance from the reference point. The potential parent street that intersects closest to the reference point, using a straight-line distance and not a road distance, will be selected as the actual parent street. However, if one of the potential parents is a US Route or NH Route and the other potential parent is not, then that US or NH Route should be selected as the parent.

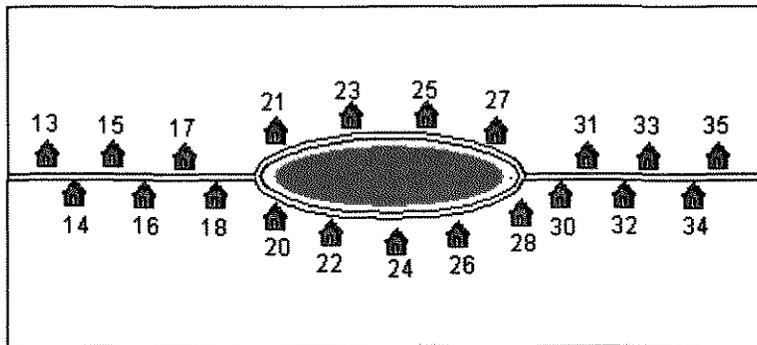
Please keep in mind that this process for determining line direction may not be applicable in every town. For example, in some New Hampshire communities the existing network of roads will not support the selection of perpendicular baselines, because most of the roads in the municipality are oriented in only one direction, either north/south or east/west. In situations like these, the process discussed above will be adapted to meet the needs of the community in question.

- Main thoroughfares which cross a municipality will be numbered from one border to another as some baselines are.
- Whenever possible, addressing conflicts will be minimized on roads that continue from one municipality to another, including the continuation of addressing when necessary.
- The BEC recommends that roads beginning in one municipality and terminating in another municipality be named and addressed consistently. The two municipalities should agree upon a single name for the road, and addressing should continue from the municipality where the road originates to the municipality where the road terminates.



- Streets which form the border between municipalities, or which closely parallel the border will be numbered to prevent the assignment of conflicting or confusing addresses. The street will be addressed as a single unit with the direction of addressing consistent on both sides of the street, one side generating odd addresses, the other side generating even addresses.
- Cul-de-sacs are numbered in a counter clockwise direction.
- Semicircular streets are addressed with numbers increasing in the same direction as numbers on the main street that the semicircular street intersects.

- Roads that split around a central median, park, or common area with traffic traveling in only one direction on either side of park will be numbered and addressed as a single unified road (example: parkway).



## Islands

Islands are considered to be land masses that are completely surrounded by water. Each island will be individually drawn and addressed. Addressing for islands can fall into 2 (two) categories:

- If there is only 1 access point to the island the BEC recommends that the main access point to the island be addressed as #2.
- For more 2 or more access points, the BEC recommends that the numbering start at the northern most point and continue counter clock wise around the island in 50 foot increments.

## ESN

Emergency Service Numbers are unique three digit codes that identify the dispatch agency or agencies which serve a community. The actual geographic area that an ESN represents is known as an Emergency Service Zone (ESZ). In New Hampshire ESN's do not define which emergency service provider will respond to an emergency; instead the ESN dictates what agency will dispatch calls in a given ESZ. The dispatch agency is then responsible for ensuring that the correct emergency service provider (fire, police, or ambulance service) is sent to an emergency. Because ESZ's and ESN's do not identify the particular emergency service providers responding to an area, they cannot be used to clarify confusing response jurisdictions. It is the responsibility of local dispatch agencies and the municipalities involved to resolve these problems.

## Road Classification

The BEC uses its own system of street classification, the purpose of which is to communicate the level of accessibility provided by roads within a municipality. This system does not communicate road maintenance responsibilities.

|            |  |
|------------|--|
| Driveway   | Roads with out either names or ranges displayed solely to clarify access.  |
| Forest     | Forest access road.  |
| Interstate | All divided highways regardless of whether they are part of the interstate highway system or not.  |
| Limited    | Roads that may be impassable or difficult to access for emergency service vehicles.  |
| NH Route   | Any non-divided highway classified as a NH-Route.  |
| US Route   | Any non-divided highway classified as a US-Route. If a single road is both a US-Route and NH-Route, it will be classified as a US-Route. |
|            |  |
| Private    | Roads that have been designated as private by a municipality   |
| Public     | All roads within a municipality not already designated with another road class   |
| Unclassed  | Roads whose classification is unknown, or that have not yet been classified.   |

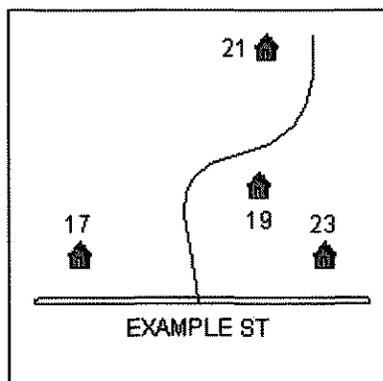
## Driveways

Driveways are intended solely to communicate the location of addressable structures. Driveways do not have their own address ranges. Structures accessed from driveways must obtain their addresses from the street with which the driveway intersects. If only one structure is accessed from a driveway, that structure will derive its address from the increment where the driveway intersects the street. For each additional structure accessed from a driveway an additional address on the main street will be consumed, either above or below the point of intersection. These addresses will no longer be available for assignment to structures with road frontage. This could result in addressing conflicts between structures accessed from the driveway and structures accessed directly from the road. Because driveways do not have any range, they will not be included in a town's MSAG.

- The BEC recommends that any road, either publicly or privately maintained, which may be traversed by an emergency service vehicle, and provides access to three or more addressable structures, be named and assigned address ranges. Despite the

BEC's recommendations, if a municipality chooses not to name a road meeting this standard, the BEC will display this road as driveway and address the structures on it as discussed above.

- If development could occur on a shared driveway in the foreseeable future, bringing the total number of structures on that driveway to three or greater, the BEC recommends that the driveway be named as a road, and that addresses be issued from this newly named road.
- Driveways providing access to either one or two structures will be collected and displayed on the map set at the discretion of the cartographer. Normally these driveways will be collected in confusing areas where access is difficult to determine, or in the case of unusually long driveways.
- When the address range of a road is unable to support the number of structures that are accessed from it due to the presence of driveways with multiple addressable structures, the BEC recommends that the driveways be named and that the structures be addressed from the newly named road.
- Structures accessed from a driveway will be numbered with addresses increasing away from the intersecting street from which the addresses have been derived.

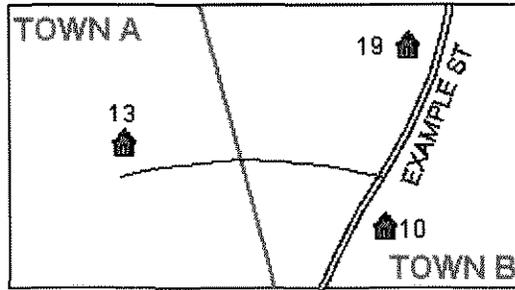


## Addressable Structures

Addressable structures are any buildings currently occupied, or which may in the future be occupied, to which emergency services may be dispatched.

- Structures meeting the definition above derive their addresses from the increment where the structure's primary access intersects the road. In most situations, the primary access is the point where the structure's driveway meets the road. In densely populated areas such as town and city centers, the primary access is the front door of the structure being addressed.
- Structures on corner lots that are visible and accessible from two intersecting roads should be addressed from the front door of the building, even when a driveway or side entrance is present on the other intersecting street.
- Structures on corner lots that are visible from only one of the two intersecting roads, but which are accessible from both roads, should be addressed from the road where the structure is visible.
- Structures on corner lots that are not visible from either intersecting road but which can be accessed via driveway from both streets should be addressed from the road higher up the road hierarchy discussed in the roads section of this document.
- Structures accessed from semicircular driveways are addressed at the midpoint between the two driveway accesses, assuming that there are no buildings or build able lots between the structure being addressed and the road.
- Structures are considered to be in the city/town where the building is actually located, even if the access point falls in a neighboring city/town. In these cases, structures geographically located in one municipality but accessed in another neighboring municipality will receive a street address consistent with the addressing system in use where the access point is located. Even though the structure will be addressed using the neighboring town's numbering system, the data for the structure will have the name of the city/town where the structure is located and will receive that municipality's ESN (Emergency Service Number). Even though the street where the building is located lies in a neighboring city/town, a Road segment, a Road Name

record, and an MSAG record must be generated in the city/town where the structure is located for the street providing access.



- Additionally, if the neighboring municipality's road name is duplicate or confusingly similar to a road name in the city/town where the structure is located, we recommend that the driveway be given a road name that is unique to both communities. The structures will then be addressed off the new road name.
- Individual structures within campgrounds, or hotel/motel complexes, will be considered addressable if the structure has a telephone line independent of the main office or building, or the structure is permanently inhabited much like a rental home. If a building within a camp ground, or hotel/motel complex meets one of these criteria, then all individual structures will be collected and addressed using the standards that apply to all addressable structures.
- Addresses should not contain either fractional numbers or letters. The BEC recommends that addresses containing either of these be reassigned a numeric address.
- Types of Addressable Structures

| <b>Addressable Structures</b> |
|-------------------------------|
| Airport                       |
| Ambulance                     |
| Business                      |
| Campground                    |
| Cell Tower                    |
| Church                        |
| Fire                          |
| Government                    |
| Hospital                      |
| Pay Phone                     |
| Phone Box                     |
| Police                        |
| Residence                     |
| School                        |

## Multi-unit Structures

Structures containing multiple units within one discrete building, regardless of whether the building is residential, commercial, industrial, or governmental, will receive a single address, with each unit within that structure receiving a unit letter designation. Unit letters should increase away from the point of primary access. In large multi-unit structures with more than 10 Apartments, unit designations should be numeric with the first number in the designation indicating the floor of the apartment or at a minimum, some other type of floor designator. For example, in these buildings, apartments on the first floor would receive unit designations between 101 and 199; apartments on the second floor would receive unit designations between 201 and 299.

- Each discrete building in a townhouse development is treated as a multi-unit structure in which a single address is generated for the building, and each unit receives a unit letter.
- On a case by case exception, row houses, strip malls, or downtown congested store fronts are addressed at the front door of each adjoining unit, and each unit is treated as its own independent building rather than as a part of a multi-unit structure.
- Duplexes are multi-unit structures in which a single address will be generated for the building, and each unit will receive a letter unit designation.
- Within multi-building complexes, each building which meets the definition of an addressable structure should receive its own individual address. The BEC recommends that multiple structures sharing a single address each be reassigned separate addresses (please refer to the next bullet for an exception to this rule).
- Within multi-building complexes, the entire complex will receive a single address when there is a central building or office, upon which all other structures are dependent (hotel with cottages, business with outbuildings). When collecting a complex meeting this description, the cartographer will always collect the main building or office in order to assign a street address. The cartographer may collect the dependent buildings as outbuildings accessed via driveways at the discretion of the cartographer. Collecting outbuildings is recommended if the dependent buildings are not readily visible or if the route used to access dependent buildings is unclear.

- Each addressable structure should receive a single address. In the event that a single structure has received multiple addresses, the BEC recommends that the structure be reassigned a single address with unit letters issued for each unit within that structure.
- Single discrete structures, which have units that can only be accessed from separate streets with no internal connecting hall, will be treated as though each access is a separate structure receiving its own unique address.

## Landmarks

The following features will be collected during the course of field-work. These features will not automatically receive an address by the BEC. They primarily serve to provide a greater context for emergency responders traveling to the scene of an incident.

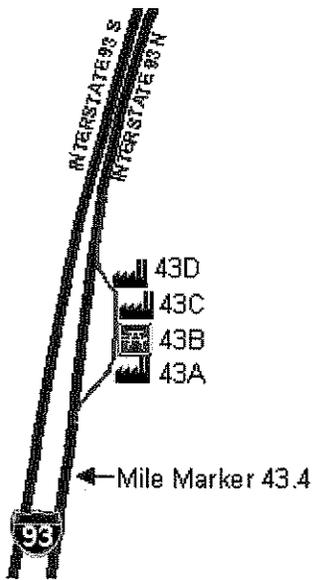
| Features Not Requiring Addresses | Subtypes                        |
|----------------------------------|---------------------------------|
| Back Country                     | Campsite, Hut, Shelter, Other   |
| Boat Launch                      | Private, Public                 |
| Boundary                         | Country, County, State, Town    |
| Bridge                           |                                 |
| Cemetery                         |                                 |
| Crossover                        |                                 |
| Gate                             | Private, Public                 |
| Helipad                          |                                 |
| Hydrant                          | Draft, Dry, Pressure            |
| Intersection                     |                                 |
| Mountain Peak                    |                                 |
| Outbuilding                      | Barn, Garage, Workshop, Other   |
| Recreation Area                  |                                 |
| Rest Area                        | Normal, Park & Ride, Scenic     |
| Tower                            | Cell, Water, Radio, Fire, Other |
| Trail head                       | Foot, ORV, Snowmobile           |

# Interstate and Freeway Addressing

Interstates and Freeways, defined as roads that do not have “at-grade interactions”, are generally exempt from other addressing standards discussed in this guide.

Interstates and Freeways can only be accessed through interchanges, utilizing on-ramps and off-ramps. They cannot be accessed from adjacent properties or cross roads, and under most circumstances have no stoplights or stop signs.

- If an address for a structure is needed, one will be derived from the mile marker at the access point or the start of the off ramp to which the structure is located.
- If there are multiple structures at a location, each structure will share the same address and receive a unique address suffix. The suffix will start with the letter “A” and increment with each additional structure.
- The street name for the address will be the name of the highway followed by the direction.
- The additional location field in the ALI (Automatic Location Identification) record will hold the exact mile marker as well as the highway name and direction.



Marker 43.4

- Examples of structures needing an address would include rest areas or visitor information centers.

*A rest area structure located on I-93 North with an off ramp starting at mile marker 43.4 will have an address of: **43 Interstate 93 N.***

*If there are multiple structures at this location, they would be addressed as **43A, 43B, 43C, etc...***

In the example, all four structures would have an Additional Location Field entry of: **I-93 N - Mile**

## City and Town responsibilities similar or confusing for Street Name

On December 2, 2002 the Presiding Justice in Cheshire County, Judge John Arnold, issued a ruling on a request by the Town of Swanzey on a motion for summary judgment. Summary judgment was denied. Although that decision is not binding on other courts it certainly indicates how courts may rule in the future on the issue of a city or towns obligation to deal with similar or confusing street names. For a full copy of the ruling see Robert Adams, ET. AL. V. Town of Swanzey, Docket no. 01-C-042.

By way of background, the Bureau of Emergency Communications Mapping/Addressing Unit had supplied the Town of Swanzey with a list of street names that the Bureau believed should be changed for safety reasons. Three of those streets were variations of the street name "Grove". The Selectmen agreed to change two of the streets and held a public hearing to discuss the change. At that meeting citizens from the two streets to be changed voiced great displeasure and the Selectmen decided to turn the names back to the original names. Subsequently, there was a fire on one of the "Grove" streets and the fire department went to the wrong one. Mr. Adams filed a tort action alleging the Town breached its duty by declining to change the street name, and the Town moved for summary judgment based on discretionary immunity.

The following are excerpts from that decision.:

"Under New Hampshire law it is widely accepted that the municipalities are immune from tort for conduct that involves discretionary acts or omissions."

"-----while all planning decisions are discretionary and thus immune from liability, all operational-level conduct is ministerial, and thus subject to potential tort liability."

"In this case the Board made a decision to review the safety concerns regarding the street names. The Board was then under an obligation to correct any dangerous situations. Therefore, any act undertaken by the Board pursuant to a decision to the review of the safety of the street names is ministerial and not subject to immunity."

"Regardless of whether the board [sic] actually made the street name change and then revoked its decision or **simply considered the name change and failed to act, the town had a statutory duty to take action once it was made aware or [sic] public safety concerns.** Therefore, the town was required to change the street name and its failure to act resulted in the violation of the statute. The court finds that the doctrine of governmental immunity does not apply because the action complained of was not a discretionary function but instead a statutory duty."

---

## A Unique Street Name?

Why is it important for each street in a town or city to have a unique name?

1) NH State Law, Revised Statutes Annotated (RSA) 231:133 states, **“No name for a highway or street shall be selected which is already in use, or which is confusingly similar to any such existing name, or which otherwise might delay the locating of any address in an emergency.”**

2) How can we expect emergency service personnel to know which Maple, Oak, or Pleasant Street someone is calling from when there are multiple Maple, Oak, and Pleasant streets? Should they respond to Lynwood Street or Linwood Street?

3) Our judicial system is starting to hold accountable, the governing bodies of cities and towns; the only entity charged with the naming of streets. While it is widely accepted under New Hampshire law that municipalities are immune from tort for conduct that involves discretionary acts or omissions, all operational-level conduct is ministerial, and thus subject to potential tort liability.

A specific example involves the town of Swanzey who had been notified by the New Hampshire Bureau of Emergency Communications that the town contained a number of street names that should be changed for safety reasons. Three of those streets were variations of the street name “Grove”. The Selectmen agreed to change two of the streets and held a public hearing to discuss the change. At that meeting, citizens from the two streets to be changed voiced great displeasure and the Selectmen decided to turn the names back to the original names. Subsequently, there was a fire on one of the “Grove” streets and the fire department went to the wrong one. A tort action was filed against the Town alleging that the Town breached its duty by declining to change the street name, and the Town moved for summary judgment based on discretionary immunity. The court ruled, “In this case the Board made a decision to review the safety concerns regarding the street names. The Board was then under an obligation to correct any dangerous situations. Therefore, any act undertaken by the Board pursuant to a decision to the review of the safety of the street names is ministerial and not subject to immunity.” “Regardless of whether the Board actually made the street name change and then revoked its decision or simply considered the name change and failed to act, the town had a statutory duty to take action once it was made aware of public safety concerns. Therefore, the town was required to change the street name and its failure to act resulted in the violation of the statute. The court finds that the doctrine of governmental immunity does not apply because the action complained of was not a discretionary function but instead a statutory duty”

For a full copy of the ruling see Robert Adams, ET. AL. V. Town of Swanzey, Docket no. 01-C-042.

---

One of the many services that the NHBEC Mapping and Addressing unit provides communities during map creation is the identification of naming issues in conflict with New Hampshire law and/or the National Emergency Numbering Association (NENA) standards for naming and numbering. As such, recommendations that accompany our map deliveries include a list of street names that are duplicate and confusingly similar sounding. We advise that maintaining duplicate and confusingly similar sounding street names are extremely dangerous from an emergency response perspective as they can jeopardize the response time of emergency personnel. As everyone should know, every second counts in an emergency situation. While people may be confident that their own emergency response personnel are familiar with all of your streets, mutual aid responders are not likely to be as familiar. Duplicate addresses on duplicate street names only compound the duplicate street name concerns.

The NHBEC also recommends that the Selectmen review all street names with their emergency service personnel to determine if any street names are of concern. We also strongly recommend that Selectmen discuss with their town attorney, the potential liability issue duplicate and/or confusingly similar sounding street names may create.

The NHBEC Mapping and Addressing Unit is currently working with many communities who are struggling with all of the issues pertaining to changing street names. However unpopular, proactively renaming streets that may cause confusion in an emergency is in the best interest of the town and its citizens and will cost much less than having to rename a street after something tragic happens.

For more information about renaming streets please contact the NHBEC Mapping and Addressing Unit at 603-527-2069 or 1- 800-806-1242 .



# INFORMATION BULLETIN

New Hampshire Bureau of Emergency Communications

9-1-1 Addressing: Questions and Answers

July, 2003 (revised November, 2005)

## 9-1-1 Addressing Questions & Answers

Since New Hampshire 9-1-1 answered its first call on July 5, 1995, the need for better addressing has been a hot topic in most of the places we've visited.

We often hear questions such as "When is my town going to get 9-1-1?" or "Who can I contact about my town's addressing project?" or even "Why do I need a 9-1-1 address?" These

and more unanswered questions have left many citizens wondering if New Hampshire's 9-1-1 system really works; "If I don't have a 9-1-1 address, how will emergency responders find me?" We want to clear up misconceptions and confusion with answers to these and other important questions.

### Q: What is 9-1-1?

A: 9-1-1 is an emergency telephone number. The major difference between Basic and Enhanced 9-1-1 is the ability of modern technology to identify the address of the telephone being used. Basic 9-1-1 did not identify anything; dispatchers relied on the caller to provide the location and details of each emergency. Enhanced 9-1-1 is a sophisticated electronic system that displays the telephone number and the location on a computer screen at the 9-1-1 center. With the implementation of Enhanced 9-1-1, we know who

you are, what telephone number you are calling from, your street address and town; even if you can't speak.



### Q: When is my town going to get 9-1-1?

A: Every New Hampshire citizen who owns a telephone has 9-1-1. Since July 5, 1995, every city

and town in the State of New Hampshire has had 9-1-1. There is a widespread misconception about 9-1-1 as opposed to 9-1-1 addressing. Many New Hampshire citizens are under the assumption that they do not have 9-1-1 because their community has not finished the addressing process. The fact is they do have 9-1-1; even if they may not have a 9-1-1 address.

### Q: If I don't have a 9-1-1 address, what will show on the 9-1-1 computer screen?

A: 9-1-1 will see your name, town, telephone number and street name without a street number. Before Enhanced 9-1-1, your Local Dispatch Agency had to rely on the caller to provide location information. Without a street number, Enhanced 9-1-1 relies on the caller to tell us where they live on their particular street. If you are uncertain whether your address is an "offi-

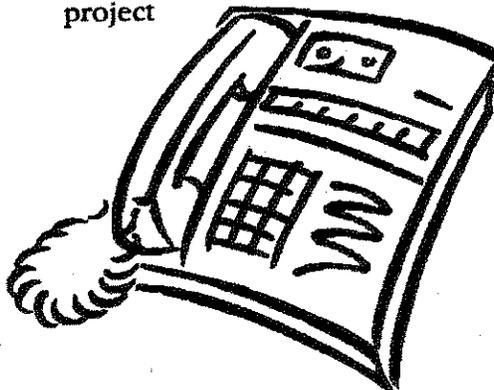
cial" 9-1-1 address, contact your local governing body.

### Q: Why do I need a 9-1-1 address? My local police, fire and ambulance departments know where I live.

A: Logical and sequential addressing without confusing or like-sounding street names is the key component to a successful emergency response system. If your emergency response agencies (police, fire and EMS) know where you are in an emergency, they can help. On the other hand, experience has shown that mistakes can and do happen during an emergency when emergency responders rely on their own familiarity of a town's geography rather than a logical and sequential addressing system. Furthermore, mutual aid from surrounding towns may not be familiar with unaddressed locations.

### Q: Who can I contact to find out about my town's 9-1-1 addressing project?

A: The best place to find out about your town's addressing project





# INFORMATION BULLETIN

New Hampshire Bureau of Emergency Communications

9-1-1 Addressing: Questions and Answers

July, 2003 (revised November, 2005)

## 9-1-1 Addressing Questions & Answers

Since New Hampshire 9-1-1 answered its first call on July 5, 1995, the need for better addressing has been a hot topic in most of the places we've visited. We often hear questions such as "When is my town going to get 9-1-1?" or "Who can I contact about my town's addressing project?" or even "Why do I need a 9-1-1 address?" These and more unanswered questions have left many citizens wondering if New Hampshire's 9-1-1 system really works; "If I don't have a 9-1-1 address, how will emergency responders find me?" We want to clear up misconceptions and confusion with answers to these and other important questions.

### Q: What is 9-1-1?

A: 9-1-1 is an emergency telephone number. The major difference between Basic and Enhanced 9-1-1 is the ability of modern technology to identify the address of the telephone being used. Basic 9-1-1 did not identify anything; dispatchers relied on the caller to provide the location and details of each emergency. Enhanced 9-1-1 is a sophisticated electronic system that displays the telephone number and the location on a computer screen at the 9-1-1 center. With the implementation of Enhanced 9-1-1, we know who

you are, what telephone number you are calling from, your street address and town; even if you can't speak.



### Q: When is my town going to get 9-1-1?

A: Every New Hampshire citizen who owns a telephone has 9-1-1. Since July 5, 1995, every city

and town in the State of New Hampshire has had 9-1-1. There is a widespread misconception about 9-1-1 as opposed to 9-1-1 addressing. Many New Hampshire citizens are under the assumption that they do not have 9-1-1 because their community has not finished the addressing process. The fact is they do have 9-1-1; even if they may not have a 9-1-1 address.

### Q: If I don't have a 9-1-1 address, what will show on the 9-1-1 computer screen?

A: 9-1-1 will see your name, town, telephone number and street name without a street number. Before Enhanced 9-1-1, your Local Dispatch Agency had to rely on the caller to provide location information. Without a street number, Enhanced 9-1-1 relies on the caller to tell us where they live on their particular street. If you are uncertain whether your address is an "offi-

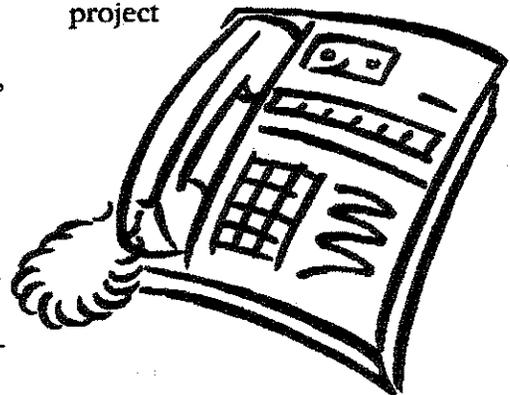
cial" 9-1-1 address, contact your local governing body.

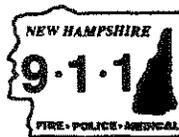
### Q: Why do I need a 9-1-1 address? My local police, fire and ambulance departments know where I live.

A: Logical and sequential addressing without confusing or like-sounding street names is the key component to a successful emergency response system. If your emergency response agencies (police, fire and EMS) know where you are in an emergency, they can help. On the other hand, experience has shown that mistakes can and do happen during an emergency when emergency responders rely on their own familiarity of a town's geography rather than a logical and sequential addressing system. Furthermore, mutual aid from surrounding towns may not be familiar with unaddressed locations.

### Q: Who can I contact to find out about my town's 9-1-1 addressing project?

A: The best place to find out about your town's addressing project





# INFORMATION BULLETIN

New Hampshire Bureau of Emergency Communications

is through your town government (i.e. Selectmen or Council). They will be able to tell you who in your town has been appointed by your local government to oversee the addressing project.

**Q: How would my community begin a 9-1-1 addressing project?**

A: Each community must appoint a 9-1-1 liaison (contact person) who is familiar with the town's emergency response system and geography. The governing body of the community may request assistance from the New Hampshire Bureau of Emergency Communications (NHBECC) by submitting a written request.

**Q: Does the NHBECC charge for their mapping service?**

A: Mapping and addressing assistance is provided to communities at no charge. When the project is accepted, we provide an addressing map book (11"x17") and wall map for each police station, fire station and a master for the Town Hall.

**Q: What is the process once we've requested assistance and assigned a liaison?**

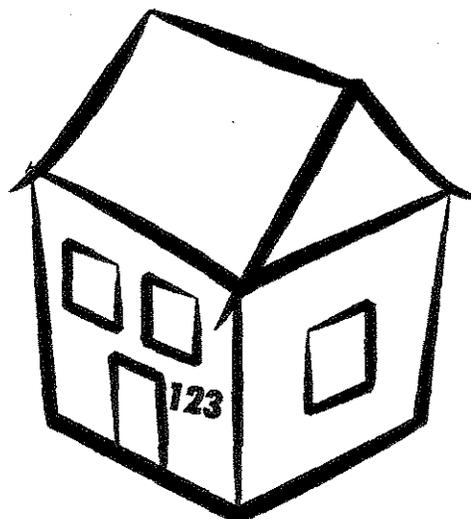
A: At this time, NHBECC has the road data for all towns and cities in New Hampshire. We are now focusing our attention on capturing each community's addressing system. When we start this process in your community, you will see our vehicles collecting all structures and any new roads in your community. We then bring this information back from the field and our Cartographers create a preliminary address map. We

work with the liaison to ensure accuracy. The NHBECC will make recommendations as to confusingly similar sounding street names and areas of potential response issues due to addressing.

**Q: What is my community's responsibility in the 9-1-1 addressing process?**

A: The community is responsible for providing unique names for all roads. Each town or city's governing body must hold public hearings in accordance with New Hampshire state law when assigning addresses to all structures. The governing body is responsible to assist community members in following through with the change of address. When new structures are added to a community, the governing body should notify the NHBECC immediately to assure the new address is added to the Enhanced 9-1-1 database.

For any mapping questions, please contact the NHBECC mapping unit at (603)527-2069.



*Editor's Views & Comments  
Coos County Democrat  
March 27, 2002*

## Be Prepared

It's the middle of the night when the call goes out. An ambulance is needed at the old Smith place, a white farmhouse on the left side of the road about a half mile from the highway. The man who lives there has had a heart attack and needs immediate medical attention. The ambulance crew assembles in minutes and sets off, but when they turn onto the road in question they waste precious minutes searching for the man's house. Why? Because they aren't familiar with the so-called Smith place, and the couple who lives there hasn't yet numbered their home according to the 9-1-1 system.

In days gone by, it was rare that we didn't know our neighbors. But times have changed and it's unfair to expect our police, fire and ambulance crews to figure out where residents live based on the old designations such as the red house just beyond the Johnson place. In an emergency, every second counts. Call your town hall and get the number for your house.

Then make a trip to the hardware store or Ames or Walmart and purchase the number you need—they're inexpensive and easy to install. When you get home, put them up where they can be seen from the road. Don't take a chance that in an emergency your home won't be found on the first try. And while you're thinking about this, remember that the quickest way to get help from the police, the fire department or the ambulance squad is to dial 9-1-1.



# INFORMATION BULLETIN

New Hampshire Bureau of Emergency Communications

Page 2

is through your town government (i.e. Selectmen or Council). They will be able to tell you who in your town has been appointed by your local government to oversee the addressing project.

**Q: How would my community begin a 9-1-1 addressing project?**

A: Each community must appoint a 9-1-1 liaison (contact person) who is familiar with the town's emergency response system and geography. The governing body of the community may request assistance from the New Hampshire Bureau of Emergency Communications (NHBECC) by submitting a written request.

**Q: Does the NHBECC charge for their mapping service?**

A: Mapping and addressing assistance is provided to communities at no charge. When the project is accepted, we provide an addressing map book (11"x17") and wall map for each police station, fire station and a master for the Town Hall.

**Q: What is the process once we've requested assistance and assigned a liaison?**

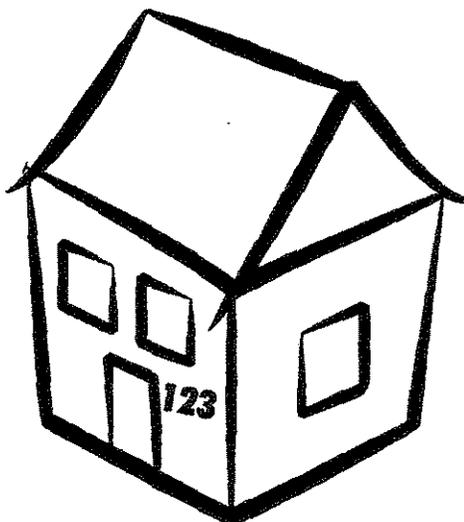
A: At this time, NHBECC has the road data for all towns and cities in New Hampshire. We are now focusing our attention on capturing each community's addressing system. When we start this process in your community, you will see our vehicles collecting all structures and any new roads in your community. We then bring this information back from the field and our Cartographers create a preliminary address map. We

work with the liaison to ensure accuracy. The NHBECC will make recommendations as to confusingly similar sounding street names and areas of potential response issues due to addressing.

**Q: What is my community's responsibility in the 9-1-1 addressing process?**

A: The community is responsible for providing unique names for all roads. Each town or city's governing body must hold public hearings in accordance with New Hampshire state law when assigning addresses to all structures. The governing body is responsible to assist community members in following through with the change of address. When new structures are added to a community, the governing body should notify the NHBECC immediately to assure the new address is added to the Enhanced 9-1-1 database.

For any mapping questions, please contact the NHBECC mapping unit at (603)527-2069.



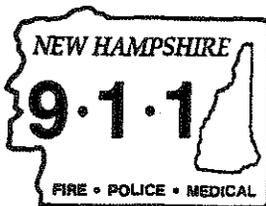
*Editor's Views & Comments  
Coos County Democrat  
March 27, 2002*

## Be Prepared

It's the middle of the night when the call goes out. An ambulance is needed at the old Smith place, a white farmhouse on the left side of the road about a half mile from the highway. The man who lives there has had a heart attack and needs immediate medical attention. The ambulance crew assembles in minutes and sets off, but when they turn onto the road in question they waste precious minutes searching for the man's house. Why? Because they aren't familiar with the so-called Smith place, and the couple who lives there hasn't yet numbered their home according to the 9-1-1 system.

In days gone by, it was rare that we didn't know our neighbors. But times have changed and it's unfair to expect our police, fire and ambulance crews to figure out where residents live based on the old designations such as the red house just beyond the Johnson place. In an emergency, every second counts. Call your town hall and get the number for your house.

Then make a trip to the hardware store or Ames or Walmart and purchase the number you need--they're inexpensive and easy to install. When you get home, put them up where they can be seen from the road. Don't take a chance that in an emergency your home won't be found on the first try. And while you're thinking about this, remember that the quickest way to get help from the police, the fire department or the ambulance squad is to dial 9-1-1.



# INFORMATION BULLETIN

New Hampshire Bureau of Emergency Management - Enhanced 9-1-1

9-1-1 Mapping Fact Sheet - Address Changes/New Address Assignments

May, 2004

## Address Changes/New Address Assignments A Reference for Local Officials

### State Law RSA 231:133-a

#### Address Numbers on Streets and Highways

The governing body may adopt a system for assigning or altering address numbers of buildings and other property along any public or private way in the municipality. Prior to the actual assignation or alteration of numbers along any way or portion of any way the governing body or planning board shall hold a public hearing for which 10 days' notice has been given by posting in 2 public places in the municipality, by publication in a newspaper in circulation in the municipality, and by first class mail to all owners of property being numbered or renumbered, as indicated by town records. No public hearing shall be required where the property owner or owners voluntarily consent to their property being numbered or renumbered, as indicated by town records. Each municipality addressing numbers on streets and highways pursuant to this section is encouraged to notify the Bureau of Emergency Communications of the changes in accordance with RSA 106-H:10.



#### When notifying property owners of address changes, the following agencies should be notified:

- All Wired Telephone Service Providers
- US Postal Service at the Local Post Office
- Emergency Service Agencies and Dispatch Agencies
- All Municipal Departments

**Note:** Address changes do not trigger telephone directory changes. Changes to the telephone directory can only be made by the property owner or tenant. Consult the local telephone directory for the proper contact number.

#### Information to include in an address change notification letter:

- Reference to Local Ordinances or Governing Body Decisions
- Name of the Property Owner
- Former address and the new address
- Date when the address change takes place
- What size address number should be posted (Min. 2.5 inches wide, 3 inches tall, Reflective).
- Where the address number of the building should be posted
- Where unit numbers of multi unit buildings should be posted (if applicable)

- Phone number to call with questions about how or where to post the address or unit number of a property. ( The NHBEM refers address posting questions to the local governing body)
- The US Postal Service supplies, free of charge, change of address cards which can be mailed to various contacts.
- Instructions to notify utility/energy providers, delivery services and any organization that relies on accurate addressing.

**NOTE:** Property deeds do not need to be updated as the result of an address change. Property deeds are updated with new addressing information at the time of transfer.

For all 9-1-1 mapping and addressing questions, please contact the Mapping Unit at (603)527-2069.

# National Emergency Number Association (NENA) Road Naming Guidelines

## Naming the Roads

There are two reasons to name a road. When it is a new road it must be named. When a road name sounds too much like another road name or if it is a direct duplicate it must be renamed. A road that has the same name as another road but a different suffix or prefix is still considered to be a duplicate name. Never expect everyone to be happy with the naming or renaming of a road. If there is an old adage to apply to road naming it is this: You can please some of the people some of the time but you can't please all of the people any of the time.

**CARDINAL RULE:** Never rename a road unless you absolutely have to!

If a road has to be renamed, involve the people that live along the road. Give them choices if possible, or ask them to get together and come up with a name. It is usually good at this point to supply them with a list of unused road names and encourage them to select one from the list. Involving the citizens in the choosing of a name usually helps to defuse objection and supplying them with a list of possible names can go a long way in your community relations program. Many communities require petitions from all or a majority of the residents on a road before a name change is allowed. This, too, can serve to remove "blame" from the governmental entity when a name is selected. A little extra effort up front can save a lot of misery later on.

## Road Naming Rules

The following rules should be adhered to when naming or renaming a road:

1. Avoid family names or individuals names, especially living persons and politicians.
2. If the road is continuous, do not change names at an intersection or a curve or some other point.
3. Avoid sound-alike names (e.g. Bay View DR, Bayview DR or Brainard LN, Barnard LN)
4. Do not use the same name with a different suffix (e.g. Smith RD, Smith LN).
5. Use the NENA Recommended Format for road/street names (e.g. Prefix Directional - 2 characters, Street Name - 40 characters, Street Suffix - 4 characters and Post Directional - 2 characters). (See Exhibit 1 or Exhibit 2 in "Appendix A")
6. Do not use special characters in road names such as hyphens, apostrophes or dashes.

## Road Naming Rules, cont'd

7. Comply with petition rules that may apply to your community

**8. Avoid the use of standard suffixes or directional suffixes or prefixes as road/street names. (e.g. North BLVD, Court ST, Avenue of Pines).**

**9. Avoid the use of nonstandard street name suffixes which may be confused with subdivisions or commercial developments (e.g. Kneenah Plaza, Copstown Place).**

Some assistance for addressing conventions can be obtained from the U.S. Postal Service publication "Addressing Conventions". This booklet carries a July 1989 date and the filing number is DM-940-89-03. You will find this publication to be quite useful to you in establishing address name structure and the proper abbreviations.

### Special Helps

**It will be much easier to complete the addressing project if the road naming is complete before the house numbering is started. It is recommended that the local governing body declare a moratorium on road name changes, unless a change is requested by the addressing office, until conversion is complete.** If the road signs can be placed before your address change notices go out it will really help too. Many people, upon learning the name of their road, will run directly to the Board of Supervisors or other governing body and demand that the name of a road be changed. It is very difficult to cope with sending out a second, and different, address notice two or three weeks after sending out the first notice.

Have the local governing body declare a moratorium on road name changes, unless a change is requested by the addressing office, until conversion is complete!

### INFORMATION OBTAINED FROM:

ADDRESSING SYSTEMS  
A TRAINING GUIDE FOR 9-1-1  
BY WILLIAM M. LUCY  
PUBLISHED BY  
NATIONAL EMERGENCY NUMBER ASSOCIATION  
1995

# TITLE XX TRANSPORTATION

## CHAPTER 231 CITIES, TOWNS AND VILLAGE DISTRICT HIGHWAYS

### Street Names and Markers

#### Section 231:133

##### **231:133 Names; Changes; Signs. –**

I. In all towns, cities, and those village districts which maintain public highways, every highway and street under the control of the town, city, or village district shall have a name which shall be given it by the governing body. Said name shall be legibly marked on a suitable signboard or other marker and placed in at least 2 conspicuous places on said street. The governing body may change the name of any such street or highway at any time when in its judgment there is occasion for so doing. The governing body may change the name of a private street or highway when the name change is necessary to conform to the requirements of the enhanced 911 telecommunications system. In towns and village districts the governing body may at its discretion provide for public hearing and submit such names for approval at any meeting of the legislative body, and voters may submit a petitioned warrant article for such a name change under the procedure of RSA 39:3.

II. The naming of any new street or highway shall form a part of the return of the layout of the street or highway, or of the acceptance of any dedicated way. The municipality shall not be bound by any name previously assigned to the street or highway by any private owner, developer, or dedicator. No name for a highway or street shall be selected which is already in use, or which is confusingly similar to any such existing name, or which otherwise might delay the locating of any address in an emergency.

III. Whenever a name is assigned to any new street or highway, or a change is made in the name of any street or highway, the governing body shall make a return of the same to the town, city, or village district clerk, who shall make a record of the new name or name change, and shall forward a copy of such record to the commissioner of transportation.

**Source.** 1911, 79:1. PL 93:5. RL 109:5. 1945, 188:1, part 21:1. RSA 251:1. 1981, 87:1. 1991, 53:1, eff. July 5, 1991. 2005, 113:1, eff. Aug. 14, 2005.

# TRANSPORTATION

## CHAPTER 231 CITIES, TOWNS AND VILLAGE DISTRICT HIGHWAYS

### Street Names and Markers

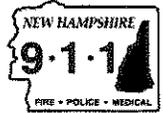
#### Section 231:133-a

**231:133-a Address Numbers on Streets and Highways.** – The governing body may adopt a system for assigning or altering address numbers of buildings and other property along any public or private way in the municipality. Prior to the actual assignation or alteration of numbers along any way or portion of any way the governing body or planning board shall hold a public hearing for which 10 days' notice has been given by posting in 2 public places in the municipality, by publication in a newspaper in circulation in the municipality, and by first class mail to all owners of property being numbered or renumbered, as indicated by town records. No public hearing shall be required where the property owner or owners voluntarily consent to their property being numbered or renumbered, as indicated by town records. Each municipality addressing numbers on streets and highways pursuant to this section is encouraged to notify the bureau of emergency communications of the changes in accordance with RSA 106-H:10.

**Source.** 1991, 53:2, eff. July 5, 1991. 1997, 92:2, eff. Jan. 1, 1998.



# 9-1-1 READDRESSING AND RENAMING COURSE OF ACTION CHECKLIST



| LIST | COMPLETED |
|------|-----------|
|------|-----------|

|   |  |
|---|--|
| Notify E9-1-1 in writing of imminent changes (road name changes, increments, line directions, special situations)                                     |  |
| For small renumbering projects, approach residents to get voluntary agreements to change<br>If no agreement, then a Public Hearing shall be scheduled |  |
| Send out Public Hearing notices to affected residents (requires a minimum of 10 days notice)  |  |
| Post Public Hearing notice in newspaper (requires a minimum of 10 days notice)  |  |
| Public Hearing takes place  |  |
| Decide whether or not to move forward with planned changes  |  |
| Notify E911 that your addressing project will be going forward  |  |
| E911 will assist with readdressing at town's request  |  |
| Notify <u>local</u> Postmaster about upcoming changes   |  |
| Confirm all information is correct on <u>MSAG Name &amp; Range Spreadsheet</u> and <u>Specific Address Spreadsheet</u> sent to you from E9-1-1        |  |
| Send Conversion package (spreadsheets & signed Address Conversion letter) back to the Bureau (minimum of 40 days prior)                               |  |
| Set Commencement Date (30 day minimum)  |  |
| Notify USPS- email spreadsheets & implementation date to local postmaster (30 days prior)   |  |
| Notify local Dispatch Agencies, County Sheriff and any mutual aid jurisdictions (30 days prior)   |  |
| Notify all utility companies of changes (30 days prior)   |  |
| Bureau forwards all information to Database Dept (30 days prior)  |  |
| Bureau sends spreadsheet to Fedex and Navteq  |  |
| Send certified letter to each resident stating new address (suggestion of 2 weeks prior)  |  |
| Implementation takes place  |  |
| All street signs are changed accordingly on implementation date and posted on all affected structures   |  |

The town may also notify the following companies which will help the data to be dispersed to vendors such as Google, MapQuest, GPS companies, etc. in a timelier manner.

|  |   |
|--|---|
| <p><b>Department of Transportation</b><br/>Wayne Cherrette, GIS Technician<br/>7 Hazen Dr. PO Box 483<br/>Concord, NH 03302-0483<br/><a href="mailto:wcherrette@dot.state.nh.us">wcherrette@dot.state.nh.us</a><br/>603-271-3656</p>                                   | <p><b>Tele-Atlas (Mapping Company)</b><br/><a href="http://www.teleatlas.com/index.htm">http://www.teleatlas.com/index.htm</a><br/>Specific instructions follow on next page.</p>   |
| <p><b>Navteq (Mapping Company)</b><br/><a href="http://www.navteq.com/">http://www.navteq.com/</a><br/>Spencer Walker<br/><a href="mailto:spencer.walker@navteq.com">spencer.walker@navteq.com</a><br/>866.722.8542<br/>Specific instructions follow on next page.</p> | <p><b>Fedex</b><br/>Kathleen Dempsey<br/><a href="mailto:ktdepsey@fedex.com">ktdepsey@fedex.com</a><br/>603.627.0200</p> <p><b>At this time, United Parcel Service will only accept changes from residents.</b></p> <p><b>United Parcel Service will also receive quarterly updates from Tele-Atlas and Navteq.</b></p> |

## TELE ATLAS

- Go to: [WWW.TELEATLAS.COM](http://WWW.TELEATLAS.COM)
- Select the blue box titled "FOR CONSUMERS" -this will give you a drop down
- Select "MAP UPDATES STORE"
- Select green box titled "REPORT MAP CHANGES"
- Select "ENGLISH"
- Select orange "START"
- Select green arrow drop down next to "SELECT COUNTRY"
- Select "UNITED STATES"
- Select green arrow drop down next to "SELECT STATE/PROVINCE"
- Select "New Hampshire"
- Under "LOCATE BY ADDRESS" type in the information...Number / Street / City / Zip Code ( You do not have to use a zip code to make the change)
- Select the orange "SEARCH"
- Click the green blinking "THUMB TACK" and place it on the map where the location is for the address you are changing, and then release the "THUMB TACK"
- Select the green blinking box titled "STEP -2 DESCRIBE"
- Select the red house that reads "ADDRESS"
- Select the bullet which best describes your change:
  - ~ Add an address, street name, house number or city
  - ~ Change an address, street name, house number or city
- The information you typed will be displayed. Once you have confirmed that the information is correct , select the green blinking "SUBMIT" tab.
- Enter your email address then select the orange "SUBMIT REPORT"
- You will then be issued a personal tracking number for future reference, which will also be emailed to the address you provided.

## NAVTEQ

- Go to [WWW.NAVTEQ.COM](http://WWW.NAVTEQ.COM)
- Select "MAP REPORTER" at the top of the page
- In the drop down menu select "UNITED STATES" as your country
- Type in address including street name, town name and state
- Select the blue arrow to the right of the information you just typed.
- An "ADDRESS FOUND" box will show.
- A map will pop up showing your selection
- Below the map are all of the choices from which to select items that are changing.
- Example, if it is road name, choose the bullet that reads "ROAD NAME IS MISSING OR WRONG. Found under #2 Type of feedback
- Under #3 Details: you will need to re-enter the road name and then put your changes in the comments box
  - ~Example *Drakewood Dr has been changed to Deer Run Dr.*
- Skip down to # 5 and enter your email address and then select the Submit square.
- You will receive a thank you message from NAVTEQ that will issue a tracking number for you that you can track the changes you have submitted. You will receive a tracking number for each change.

If you still need to make more changes then scroll down to Report More Feedback and it will bring you back to where you enter your changes.

## GOOGLE

- Go to [WWW.GOOGLE.COM/MAPS](http://WWW.GOOGLE.COM/MAPS)
- Type in the address including the street address, municipality and state.
- Select the blue "REPORT A PROBLEM" link at the bottom right of the map displayed.
- Follow the instructions in the Dialog Box that appears
  1. Click and drag the pointer to the problem on the map
  2. Select the problem issue from the drop-down menu
  3. Describe the problem
  4. Check the box if you wish Google to email you when the problem is resolved
  5. Click the "REPORT PROBLEM" button
  6. Enter the letters you see in the image and click the "REPORT PROBLEM" button

## FY2012 Community Improvement Program Funding Recommendation for City Projects

| Priority | Agency/<br>Project Name  | FY10 Funded   | FY11 Funded  | FY12 Request  | FY12<br>Recommended | Potential<br>FY12 Source         | # of<br>Yrs.<br>Funded | Note  |
|----------|--|---------------|--------------|---------------|---------------------|----------------------------------|------------------------|---|
| 7        | <b>Fire</b><br>Homeland Security Grant   | \$ 500,000.00 | \$ -         | \$ 500,000.00 | \$ 500,000.00       | FEDERAL                          | 9                      |   |
|          | <b>Fire Department</b><br>Hackett Hill Fire Station Improvements-<br>Capital/Equipment | \$ -          | \$ -         | \$ 116,000.00 | \$ 25,000.00        | CDBG                             | 0                      | \$10,000 for athletic<br>equipment for grant<br>match |
| 1        | <b>Health Department</b><br>Community Oral Health Collaborative                        | \$ 20,000.00  | \$ 20,000.00 | \$ 25,000.00  | \$ 20,000.00        | CDBG                             | 7                      |   |
| 2        | <b>Health Department</b><br>Healthy Homes Peer Intervention                            | \$ -          | \$ -         | \$ 25,000.00  | \$ 10,000.00        | CDBG                             | 8                      | Lead Hazard<br>Reduction<br>Demonstration<br>Grant    |
| 12       | <b>Health Department</b><br>HIV Counseling & Testing                                   | \$ 55,000.00  | \$ -         | \$ 55,000.00  | \$ 55,000.00        | STATE                            | 10                     |   |
| 15       | <b>Health Department</b><br>HNH Foundation Healthy Eating Active Living                | \$ -          | \$ -         | \$ 90,000.00  | \$ 90,000.00        | OTHER                            | 0                      |   |
| 14       | <b>Health Department</b><br>Homeless Healthcare  | \$ 497,908.00 | \$ -         | \$ 545,072.00 | \$ 545,072.00       | FEDERAL                          | 1                      |   |
| 9        | <b>Health Department</b><br>Immunization Services                                      | \$ 88,400.00  | \$ -         | \$ 88,400.00  | \$ 88,400.00        | STATE                            | 1                      |   |
| 10       | <b>Health Department</b><br>Lead Poisoning Prevention                                  | \$ 36,900.00  | \$ -         | \$ 15,000.00  | \$ 15,000.00        | STATE                            | 1                      |   |
| 3        | <b>Health Department</b><br>Neighborhood Health & Nutrition                            | \$ -          | \$ 20,000.00 | \$ 20,000.00  | \$ 20,000.00        | CDBG                             | 1                      |   |
| 13       | <b>Health Department</b><br>Public Health Preparedness                                 | \$ 479,000.00 | \$ -         | \$ 479,000.00 | \$ 479,000.00       | STATE                            | 8                      |   |
| 6        | <b>Health Department</b><br>Refugee Health Services                                    | \$ 20,000.00  | \$ -         | \$ 19,000.00  | \$ 19,000.00        | STATE                            | 1                      |   |
| 8        | <b>Health Department</b><br>School Based Dental Services                               | \$ 43,000.00  | \$ -         | \$ 20,000.00  | \$ 45,000.00        | \$20,000 STATE<br>\$25,000 OTHER | 8                      |   |

## FY2012 Community Improvement Program Funding Recommendation for City Projects

| Priority | Agency/<br>Project Name                                     | FY10 Funded      | FY11 Funded     | FY12 Request    | FY12<br>Recommended | Potential<br>FY12 Source          | # of<br>Yrs.<br>Funded | Note  |
|----------|---|------------------|-----------------|-----------------|---------------------|-----------------------------------|------------------------|---|
| 11       | Health Department<br>STD Clinical & DIS Program             | \$ 83,817.00     | \$ -            | \$ 83,817.00    | \$ 83,817.00        | STATE                             | 10                     |   |
| 7        | Health Department<br>TB Prevention & Control                | \$ 35,000.00     | \$ -            | \$ 25,000.00    | \$ 25,000.00        | STATE                             | 1                      |   |
| 4        | Health Department<br>Weed & Seed Coordinator                | \$ 46,000.00     | \$ 64,134.00    | \$ 70,000.00    | \$ 70,000.00        | CDBG                              | 5                      |   |
| 4        | Highway<br>Municipal Infrastructure                         | \$ 350,000.00    | \$ 400,000.00   | \$ 628,000.00   | \$ 250,000.00       | CDBG                              | 10                     |   |
| 12       | Highway<br>Residential 50/50 S.W./Curb Program              | \$ 500,000.00    | \$ 200,000.00   | \$ 300,000.00   | \$ 150,000.00       | OTHER                             | 1                      | Match from Highway<br>Dedicated Fund                    |
|          | Highway Department<br>Annual ROW Improvements Program       | \$ 1,141,082.00  | \$ 1,141,082.00 | \$ 1,261,000.00 | \$ 750,000.00       | OTHER                             | 1                      | Use Highway<br>Dedicated Fund                           |
|          | Highway Department<br>Motorized Equipment Replacement       | \$ 2,999,090.00  | \$ -            | \$ 3,000,000.00 | \$ 3,000,000.00     | BOND                              | 3                      |   |
|          | Highway Department<br>Recycling Project/Refuse Toters       | \$ -             | \$ 20,400.00    | \$ 432,000.00   | \$ 432,000.00       | OTHER                             | 0                      | Funded through<br>school book loan<br>repayment         |
|          | Highway Public Facilities<br>Municipal Energy Improvements  | \$ -             | \$ -            | \$ 46,000.00    | \$ 46,000.00        | CDBG                              | 0                      |   |
|          | Highway-EPD<br>Capital Improvements**                       | \$ 17,500,000.00 |                 | \$ 2,500,000.00 | \$ 2,500,000.00     | ENTERPRISE                        | 10                     | **See attached for<br>listing of individual<br>projects |
| 2        | Highway-Parks and Recreation<br>Fun in the Sun              | \$ 81,690.00     | \$ 30,090.00    | \$ 88,800.00    | \$ 30,850.00        | CDBG                              | 26                     |   |
| 3        | Highway-Parks and Recreation<br>Greenstreets                | \$ -             | \$ -            | \$ 41,255.00    | \$ 20,000.00        | CDBG                              | 10                     |   |
| 1        | Highway-Parks and Recreation<br>Youth Recreation Activities | \$ 91,800.00     | \$ 94,500.00    | \$ 105,200.00   | \$ 97,000.00        | CDBG                              | 26                     |   |
| 2        | Highway-Traffic<br>Traffic Signal Imprmts.                  | \$ -             | \$ -            | \$ 610,000.00   | \$ 610,000.00       | \$540,000 STATE<br>\$70,000 OTHER | 0                      | Highway Dedicated<br>Fund                               |

## FY2012 Community Improvement Program Funding Recommendation for City Projects

| Priority | Agency/<br>Project Name  | FY10 Funded     | FY11 Funded   | FY12 Request  | FY12<br>Recommended | Potential<br>FY12 Source          | # of<br>Yrs.<br>Funded | Note   |
|----------|--|-----------------|---------------|---------------|---------------------|-----------------------------------|------------------------|--|
|          | <b>Manchester Transit Authority</b><br>Transporation Subsidy                   | \$ -            | \$ -          | \$ 25,000.00  | \$ 25,000.00        | CDBG                              | 0                      |  |
| 2        | <b>Office of Youth Services</b><br>DHHS BDAS Alcohol Block Grant               | \$ 44,406.00    | \$ 45,000.00  | \$ 45,000.00  | \$ 45,000.00        | STATE                             | 2                      |  |
| 3        | <b>Office of Youth Services</b><br>Juvenile Delinquency Prevention             | \$ 8,000.00     | \$ 8,000.00   | \$ 10,000.00  | \$ 10,000.00        | STATE                             | 9                      |  |
| 1        | <b>Office of Youth Services</b><br>Project Youthreach                          | \$ -            | \$ 130,035.00 | \$ 86,690.00  | \$ 130,235.00       | \$43,345 FEDERAL<br>\$86,890 CDBG | 2                      |  |
| 4        | <b>Planning and Community Development</b><br>Community Development Initiatives | \$ 25,000.00    | \$ 15,000.00  | \$ 40,000.00  | \$ 20,000.00        | CDBG                              | 7                      |  |
| 3        | <b>Planning and Community Development</b><br>Concentrated Code Enforcer        | \$ 35,200.00    | \$ 75,250.00  | \$ 81,500.00  | \$ 81,500.00        | CDBG                              | 5                      |  |
| 5        | <b>Planning and Community Development</b><br>Housing Initiatives               | \$ 1,113,365.00 | \$ 553,507.00 | \$ 680,000.00 | \$ 722,767.00       | \$597,767 HOME<br>\$125,000 AHTF  | 18                     |  |
| 2        | <b>Planning and Community Development</b><br>Neighborhood Community Planner    | \$ 32,000.00    | \$ 40,000.00  | \$ 76,000.00  | \$ 76,000.00        | CDBG                              | 3                      |  |
| 1        | <b>Planning and Community Development</b><br>Planning and Administration       | \$ 226,000.00   | \$ 315,000.00 | \$ 431,600.00 | \$ 401,620.00       | \$332,120 CDBG<br>\$69,500 HOME   | 36                     |  |
|          | <b>Planning and Community Development</b><br>Section 108 Loan Repayment        | \$ -            | \$ 47,968.00  | \$ 49,000.00  | \$ 49,000.00        | CDBG                              | 2                      |  |
|          | <b>Police Department</b><br>Drugs and Guns Program                             | \$ 150,000.00   | \$ -          | \$ 325,000.00 | \$ 325,000.00       | OTHER                             | 10                     | Restrictive line item<br>in Operating Budget |
| 19       | <b>Police Department</b><br>Enforcing Underage Drinking Laws                   | \$ 25,000.00    | \$ -          | \$ 35,000.00  | \$ 35,000.00        | FEDERAL                           | 2                      |  |
| 23       | <b>Police Department</b><br>Homeland Security Equipment                        | \$ 100,000.00   | \$ -          | \$ 150,000.00 | \$ 150,000.00       | FEDERAL                           | 8                      |  |
| 7        | <b>Police Department</b><br>Justice Assistance Grant                           | \$ 153,403.00   | \$ -          | \$ 100,000.00 | \$ 100,000.00       | FEDERAL                           | 1                      |  |

## FY2012 Community Improvement Program Funding Recommendation for City Projects

| Priority | Agency/<br>Project Name                                     | FY10 Funded  | FY11 Funded  | FY12 Request  | FY12<br>Recommended | Potential<br>FY12 Source | # of<br>Yrs.<br>Funded | Note                             |
|----------|---|--------------|--------------|---------------|---------------------|--------------------------|------------------------|----------------------------------|
| 9        | Police Department<br>MHRA Community Policing                | \$ 90,000.00 | \$ -         | \$ 140,000.00 | \$ 140,000.00       | OTHER                    | 1                      |                                  |
| 16       | Police Department<br>NH Clique Program                      | \$ 3,750.00  | \$ -         | \$ 10,000.00  | \$ 10,000.00        | STATE                    | 1                      |                                  |
| 10       | Police Department<br>NH Drug Task Force                     | \$ 36,606.00 | \$ -         | \$ 40,000.00  | \$ 40,000.00        | FEDERAL                  | 1                      |                                  |
| 12       | Police Department<br>NH DWI Patrol Program                  | \$ 7,750.00  | \$ -         | \$ 10,000.00  | \$ 10,000.00        | STATE                    | 1                      |                                  |
| 18       | Police Department<br>NH Red Light Enforcement Program       | \$ 5,500.00  | \$ -         | \$ 10,000.00  | \$ 10,000.00        | STATE                    | 2                      |                                  |
| 17       | Police Department<br>NH Rt. 101 Enforcement Program         | \$ 10,000.00 | \$ -         | \$ 10,000.00  | \$ 10,000.00        | STATE                    | 2                      |                                  |
| 15       | Police Department<br>NH School Bus Enforcement Patrols      | \$ 5,625.00  | \$ -         | \$ 10,000.00  | \$ 10,000.00        | STATE                    | 2                      |                                  |
| 14       | Police Department<br>NH Sobriety Checkpoint Program         | \$ 18,000.00 | \$ -         | \$ 20,000.00  | \$ 20,000.00        | STATE                    | 1                      |                                  |
| 13       | Police Department<br>NH Speed Enforcement Program           | \$ 5,500.00  | \$ -         | \$ 20,000.00  | \$ 20,000.00        | STATE                    | 1                      |                                  |
| 20       | Police Department<br>Project Safe Neighborhoods             | \$ 40,000.00 | \$ -         | \$ 40,000.00  | \$ 40,000.00        | FEDERAL                  | 2                      |                                  |
| 8        | Police Department<br>VAWA (State Domestic Violence Funding) | \$ 96,826.00 | \$ -         | \$ 100,000.00 | \$ 100,000.00       | FEDERAL                  | 1                      |                                  |
| 3        | Police Department<br>Weed & Seed Officer Support            | \$ 89,450.00 | \$ 84,556.00 | \$ 91,342.00  | \$ 83,000.00        | CDBG                     | 5                      |                                  |
| 6        | Police Department<br>Weed & Seed Teen Night                 | \$ -         | \$ 17,500.00 | \$ 35,000.00  | \$ 5,000.00         | CDBG                     | 10                     | Other funding from<br>United Way |
| 11       | Police Department<br>Youth Attendant Program                | \$ 12,633.00 | \$ -         | \$ 50,000.00  | \$ 50,000.00        | STATE                    | 10                     |                                  |

## FY2012 Community Improvement Program Funding Recommendation for City Projects

| Priority | Agency/<br>Project Name               | FY10 Funded             | FY11 Funded            | FY12 Request            | FY12<br>Recommended     | Potential<br>FY12 Source | # of<br>Yrs.<br>Funded | Note  |
|----------|---------------------------------------|-------------------------|------------------------|-------------------------|-------------------------|--------------------------|------------------------|---|
|          | Water Works**<br>Capital Improvements | \$ 3,733,021.00         |                        | \$ 1,933,100.00         | \$ 1,933,100.00         | ENTERPRISE               | 10                     | **See attached for listing of individual projects |
|          | <b>Totals</b>                         | <b>\$ 30,635,722.00</b> | <b>\$ 3,322,022.00</b> | <b>\$ 15,842,776.00</b> | <b>\$ 14,628,361.00</b> |                          |                        |   |

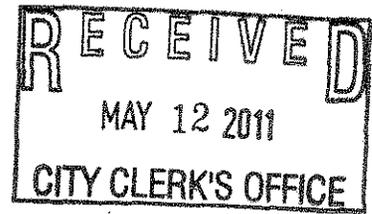
| 2011 Date | Street No. | Street Prefix | Street Address | Street Type | Unit/Apt # | Cause        | Investigator | Incident |
|-----------|------------|---------------|----------------|-------------|------------|--------------|--------------|----------|
| 2/8/2011  | 139 N      | Adams         | St             |             |            |              | Mitch Cady   | 1101947  |
| 2/14/2011 | 33         | Andrew        | St             |             |            |              | Mitch Cady   | 1102242  |
| 2/4/2011  | 84         | Ash           | St             |             |            |              | Mitch Cady   | 1101740  |
| 3/17/2011 | 297        | Bartlett      | St             |             |            | Accidental   | Peter Lennon | 1103902  |
| 1/11/2011 | 1295       | Beech         | St             |             |            |              | Mitch Cady   | 1100511  |
| 2/22/2011 | 542        | Beech         | St             |             |            | Accidental   | Peter Lennon | 1102737  |
| 3/26/2011 | 242        | Bell          | St             |             |            | Accidental   | Peter Lennon | 1104294  |
| 2/12/2011 | 220        | Belmont       | St             |             |            |              | Mitch Cady   | 1102169  |
| 1/5/2011  | 438        | Belmont       | St             |             |            |              | Paul Allard  | 1100200  |
| 3/28/2011 |            | Chauncey      | Ave            |             |            |              | Mitch Cady   | 1104416  |
| 4/3/2011  | 480        | Chestnut      | St             |             |            |              | Mitch Cady   | 1104751  |
| 2/25/2011 |            | Cilley        | Rd             |             |            | Accidental   | Peter Lennon | 1102897  |
| 3/14/2011 | 78         | Cohas         | Ave            |             |            |              | Mitch Cady   | 1103742  |
| 3/9/2011  | 258        | Dubuque       | St             |             |            |              | Mitch Cady   | 1103513  |
| 3/15/2011 | 258        | Dubuque       | St             |             |            |              | Mitch Cady   | 1103806  |
| 4/4/2011  | 354        | Dubuque       | St             |             |            |              | Mitch Cady   | 1104758  |
| 3/30/2011 | 272        | Front         | St             |             |            | Electrical   | Peter Lennon | 1104515  |
| 3/15/2011 | 474        | Goffstown     | Rd             |             |            |              | Mitch Cady   | 1103789  |
| 2/24/2011 | 630        | Hevey         | St             |             |            | Accidental   | Peter Lennon | 1102863  |
| 3/26/2011 | 345        | Holt          | Ave            |             |            | Accidental   | Peter Lennon | 1104335  |
| 1/3/2011  | 363        | Huse          | Rd             |             |            | Undetermined | Paul Allard  | 1100128  |
| 1/5/2011  | 341        | Kimball       | St             |             |            | Accidental   | Peter Lennon | 1100211  |
| 1/10/2011 | 128        | Mason         | St             |             |            |              | Mitch Cady   | 1100428  |
| 3/29/2011 | 58         | Mast          | Rd             |             |            | Electrical   | Peter Lennon | 1104489  |
| 3/3/2011  | 63         | Meadow        | Ln             |             |            | Electrical   | Peter Lennon | 1103210  |
| 1/5/2011  | 518        | Oak           | St             |             |            | Undetermined | Paul Allard  | 1100181  |
| 1/5/2011  | 22         | Ohio          | St             |             |            | Undetermined | Paul Allard  | 1100190  |
| 2/16/2011 | 326        | Orange        | St             |             |            |              | Mitch Cady   | 1102363  |
| 1/5/2011  | 145        | Portsmouth    | Ave            |             |            | Incindary    | Peter Lennon | 1100204  |
| 2/2/2011  | 97         | Prospect      | St             |             |            | Incindary    | Peter Lennon | 1101606  |
| 3/9/2011  | 305        | Rimmon        | St             |             |            |              | Mitch Cady   | 1103484  |
| 2/6/2011  | 59 W       | Rosedale      | Ave            |             |            |              | Mitch Cady   | 1101838  |
| 1/1/2011  | 791        | Second        | St             |             |            | Undetermined | Paul Allard  | 1100049  |
| 1/26/2011 | 285        | Thornton      | St             |             |            | Accidental   | Peter Lennon | 1101250  |
| 3/20/2011 | 233        | Union         | St             |             |            | Accidental   | Peter Lennon | 1104024  |
| 3/9/2011  | 172        | Wayne         | St             |             |            |              | Mitch Cady   | 1103530  |
| 3/15/2011 | 180        | Woodbury      | St             |             |            |              | Mitch Cady   | 1103774  |
| 4/5/2011  |            | Harvard       | St             |             |            | Incindary    | Peter Lennon | 1104808  |

4-7-2011

Nathan Dammie

Investigator Mitch

McIntyre Ski School, Inc.  
50 Chalet Court  
Manchester, NH 03104



May 6, 2011



The Honorable Theodore L. Gatsas  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

RE: McIntyre Ski School, Inc.

Dear Mayor Gatsas:

Thank you for taking time out of your busy schedule to meet with me and Attorney Hood on Monday afternoon to discuss the refinance arrangement MSS is currently seeking from Hampshire First Bank, and for your expressed support of our efforts. During our meeting you requested a representation from McIntyre Ski School, Inc. ("MSS") as to the City's ability to obtain a security interest in the assets of MSS once the loans currently being negotiated with Hampshire First Bank have been paid off (seven years).

On behalf of MSS, I hereby represent to the City of Manchester that upon the payment and satisfaction in full of the Term Loan and Revolver currently being negotiated with Hampshire First Bank, the assets of MSS will be made available to the City of Manchester as additional collateral security for the current Operating Agreement between MSS and the City. You have represented to me that in the future the City will continue to allow the assets owned by MSS to be used as collateral for future loans from recognized financial institutions that may be needed by MSS to improve the facilities at McIntyre Ski Area, acquire new or replacement equipment and to provide reasonable amount of working capital for the continued success of MSS and McIntyre Ski Area, a result that is in the best interests of both MSS and the City.

Thank you for your continued support of our efforts to provide the City and its citizens with a first rate winter and summer recreational facility.

Very truly yours,

A handwritten signature in cursive script, appearing to read "David D. Sarette".

David D. "Don" Sarette  
Owner

## Acknowledgement and Waiver Agreement

THIS Acknowledgement and Waiver Agreement ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by **City of Manchester**, ("City") with a mailing address of One City Hall Plaza, Manchester, NH 03101, **McIntyre Ski School, Inc.** ("Operator"), a New Hampshire corporation, with a mailing address of 50 Elm Street, Manchester, New Hampshire, and **Hampshire First Bank**, ("Lender") a bank organized under the laws of the State of New Hampshire, having an office at 80 Canal Street, Manchester, New Hampshire.

### RECITALS

- A. The Operator and the City are currently parties to a certain Management and Operating Agreement dated October 13, 2009 attached hereto as Exhibit A ("Operating Agreement") relative to certain property known as the "McIntyre Ski Area" consisting of approximately 23 acres ("Premises").
- B. The Operator completed certain fit-up and renovations at the Premises, including but not limited to, installation of a Wonder Mat and fit-up and renovation work of the lodge located on the Premises. The Operator paid for all costs associated with the said renovations with City funds.
- C. The Operator currently has outstanding loans in favor of TD Banknorth, N.A. in the initial aggregate principal amount of \$240,000.00 ("TD Debt").
- D. The Operator desires to refinance the TD Debt, receive reimbursement for certain expenses related to the renovation and fit-up work at the Premises and the acquisition of the improvements related thereto and obtain a line of credit for working capital purposes.
- E. The Lender is willing to provide financing in the aggregate amount of \$475,000.00 (said loans, and any future loans, as same may be extended, increased, modified and/or amended in favor of Lender shall hereinafter collectively be referred to as "Financial Accommodations") provided repayment of the Financial Accommodations are secured, in part, by the all business assets of the Operator, including but not limited to, all business assets, whether now owned or hereafter acquired, including but not limited to all equipment, inventory, nonpermanent fixtures, accounts, accounts receivable, instruments, chattel paper, general intangibles, all insurance proceeds and products thereof and all replacements thereto owned by Operator (collectively "Collateral").
- F. Under the provisions of the Operating Agreement, the City granted the Operator the right to use, occupy, manage, and operate the Premises. Since all or a part of the Collateral may be located on or affixed to the Premises, the Lender has required, as a condition to making the Financial Accommodations, the execution and delivery of this Agreement by the City and Operator.

NOW, THEREFORE, to induce the Lender to make the Financial Accommodations available to the Operator, the City and Operator represent, warrant, covenant and agree with the Lender as follows:

**1. Description of Collateral.**

The City and the Operator agree that the assets listed on Exhibit B attached hereto, together with the real property, buildings and fixtures permanently attached thereto constitute all of the business assets owned by the City and located at the Premises. All other business assets located at the Premises and not included on Exhibit A, and, except for personal property leased by Operator from third parties, are owned by Operator, including, but not limited to the assets listed on Exhibit C attached hereto and made a part hereof.

**2. Lien Rights**

Any and all lien rights of the City against the Collateral or any other assets of the Operator, now or hereafter existing, are and shall at all times be subject, subordinate, and inferior to the lien of the Financial Accommodations, as may be amended, modified, revised and increased, including all interest, default interest, late charges and other monies due Lender as permitted in the loan documents (as may be amended) which evidence the Financial Accommodations, in favor of Lender and to the lien of all renewals, modifications and extensions thereof, and all future liens in favor of Lender, subject to the terms and conditions set forth in this Agreement.

**3. Estoppel**

a. The Operating Agreement is in full force and effect.

b. The Operating Agreement constitutes the entire understanding between Operator and City with respect to the Premises, has been duly executed and delivered on behalf of City pursuant to proper authority therefor, and constitutes a legally valid instrument, binding and enforceable upon City and, to the best of the knowledge, information and belief of City without independent investigation, binding and enforceable upon Operator, in accordance with its terms.

c. All rent, management fees and other monetary obligations of the Operator due the City under the Operating Agreement are current, and no rent, management fee or other monetary obligation has been or will be paid more than 30 days in advance.

d. There exists no default nor, to the best of City's knowledge, information and belief, any state of facts which with the giving of notice or the passage of time, or both, would constitute a default under the Operating Agreement on the part of the City or, to the best of the knowledge, information and belief on the part of the Operator.

e. The Operating Agreement does not contain, and neither the City nor the Operator have exercised, any outstanding rights or options to terminate or cancel the Operating Agreement or to reduce or extend the term thereof or to enlarge, reduce or otherwise change the Premises, except upon the occurrence of a default described therein, and the expiration of any applicable grace periods.

f. City has been advised that all of the interest of Operator in and to the Operating Agreement have been or shall be assigned to Lender as security for the Financial

Accommodations by Lender to Operator pursuant to the terms of the documents evidencing and securing the Financial Accommodations.

**4. City's Waiver**

a. Seniority of Lender's Rights in the Collateral. The City hereby (a) waives and releases in favor of Lender and its successors and assigns and (b) agrees that Lender's lien and security interest in the Collateral shall be prior and superior to (i) any and all rights of distraint, levy, and execution which the City may now or hereafter have against the Collateral, (ii) any and all liens and security interests which the City may now or hereafter have on and in the Collateral, and (iii) any and all other claims of every nature whatsoever which the City may now or hereafter have on or against the Collateral for any rent or other sums due or to become due the City by the Operator under the provisions of the Operating Agreement or otherwise.

b. Access to the Premises. Lender may at any time enter and remove the Collateral from the Premises in the exercise of its rights and remedies arising from the loan instruments evidencing the Financial Accommodations, as may be amended, revised, increased and/or modified from time to time, and under applicable laws.

c. Notice of Default. The City shall notify the Lender in writing of any default by the Operator under the provisions of the Operating Agreement, and the Lender shall have the right (but is not obligated) to cure such default on behalf of the Operator within thirty (30) days from the date it receives such notice. Any such notice shall be sent by certified mail, postage prepaid, to the Lender at: 80 Canal Street, Manchester, New Hampshire 03101. The Lender shall notify the City in writing of any default by the Operator as to which the Lender has also formally notified Operator under the provisions of the Financial Accommodations, and the City shall have the right (but is not obligated) to cure such default on behalf of the Operator within thirty (30) days from the date it receives such notice. Any such notice shall be sent by certified mail, postage prepaid, to the City at: One City Hall Plaza, Manchester, New Hampshire 03101.

**5. City's Acknowledgment**

a. The City shall notify any purchaser of the Premises and any mortgagee or beneficiary of a deed of trust or any other holder of any now existing or hereafter created lien, security interest, or encumbrance on the Premises, or any part thereof, of the existence of this Agreement.

b. The City hereby certifies, represents, and warrants to the Lender that the City has received all necessary authority and approvals to enter into this Agreement, has full power and authority to execute this Agreement and that it has legal title to the Premises.

c. The City further certifies, represents, and warrants to the Lender that as of the date hereof there are no deeds of trust, or other encumbrances on the Premises that create a lien on, or security interest in, the Collateral superior to the lien and security interest of the Lender in the Collateral.

d. The City previously approved the Annual Operating Plan 2010-2011 prepared by the Operator and dated May 15, 2010.

e. The City agrees that the Capital Reserve Fund, as described and defined in the Operating Agreement will be maintained at the offices of the Lender.

**6. Miscellaneous**

a. This Agreement shall continue in effect during the terms of the Financial Accommodations and any extensions, renewals, or modifications thereof and any substitutions therefor, shall be binding upon the heirs, personal representatives, successors, assigns, and transferees of the City, and shall inure to the benefit of the Lender and its successors and assigns. The City hereby waives notice of the Lender's acceptance of and reliance on this Agreement.

b. Whenever in this Agreement it is provided that notice be given to or served upon any of the parties, each such notice or demand shall be in writing, and any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows: If given or served by the Lender, by mailing the same to the Operator and City by registered or certified mail, return receipt requested and postage prepaid, or delivered to a private express company, addressed to the addressee at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Operator and City may from time to time designate by notice given to the Lender; and if given or served by the Operator, by mailing the same to the Lender and City by registered or certified mail, return receipt requested and postage prepaid, or delivered to a private express company, addressed to the Lender and City at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Lender and City may from time to time designate by written notice given to Operator; and if given or served by City, by mailing the same to Operator and Lender by registered or certified mail, return receipt requested and postage prepaid, or delivered to a private express company, addressed to the Operator and Lender at the addresses listed on Page 1 of this Agreement, or such other addresses as the Operator and Lender may from time to time designate by written notice given to City.

c. City hereby waives any priority it may have over Operator with respect to any share of any condemnation award for a taking of all or part of the Collateral, and agrees that all of any such award, except as above provided, shall be first payable to Lender.

d. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

e. This agreement shall be governed by the laws of the State of New Hampshire.

f. This certificate is made with the knowledge that Lender will rely upon the truth of this certificate in connection with the Financial Accommodations. The person signing this instrument on behalf of City is a duly authorized agent of City. As used herein, the term "Lender" shall mean Lender, any participant in the Loan, their respective affiliates and subsidiaries, and all their respective successors and assigns.

g. The paragraph titles or captions in this Agreement are for convenience only and shall not be deemed to be part of this Agreement for purposes of interpreting, construing or enforcing any of the provisions of this Agreement.

IN WITNESS WHEREOF, the City, Operator, and Lender have caused this Agreement to be signed, sealed, and delivered on the day and year first written above.

CITY:  
CITY OF MANCHESTER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Hon. Theodore L. Gatsas  
Its: Mayor  
Duly Authorized

OPERATOR:  
MCINTYRE SKI SCHOOL, INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:  
Its:  
Duly Authorized

LENDER:  
HAMPSHIRE FIRST BANK

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:  
Its:  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of April, 2011, before me, the undersigned, personally appeared Hon. Theodore L. Gatsas, who acknowledged himself to be the Mayor of the City of Manchester and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires:

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of April, 2011, before me, the undersigned, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of McIntyre Ski School, Inc. and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires:

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of April, 2011, before me, the undersigned, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Hampshire First Bank and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires:

**MANAGEMENT AND OPERATING AGREEMENT**

This Management and Operating Agreement (the "Agreement") entered into this 13th day of October, 2009 by and between the City of Manchester (hereinafter referred to as the "City") and McIntyre Ski School, Inc. (hereinafter referred to as the "Operator").

WHEREAS, the City owns certain parcels of land with improvements thereon known as the McIntyre Ski Area, which provides public outdoor recreational opportunities for the general public; and

WHEREAS, the City and Operator are currently parties to a lease agreement for the McIntyre Ski Area; and

WHEREAS, the City and Operator desire for mutual benefit to further develop and improve the McIntyre Ski Area by upgrading buildings and area facilities; and

WHEREAS, following an evaluation and negotiation process, the Board of Mayor and Aldermen of the City of Manchester recommends that the City enter into this Agreement with the Operator.

1. **PREMISES.**

The City hereby grants to the Operator the right to use, occupy, manage, and operate the City's land and improvements thereon forming the McIntyre Ski Area in the City of Manchester, New Hampshire, comprising 23 acres, more or less (the "Subject Premises"). Initially, the Weston Tower area of Derryfield Park shall not constitute part of the Subject Premises; provided, however, Operator shall have the right to submit to the Board of Mayor and Aldermen, within three (3) years of the date hereof, a plan to incorporate and operate the Weston Tower area into the operations of the ski area ("Weston Tower Plan"), for review and consent. Upon the Operator's submission of a

plan for use and access and the City's approval by the Board of Mayor and Aldermen, the Weston Tower area of Derryfield Park may become part of the Subject Premises. The Subject Premises are more particularly described in Exhibit 1 of this Agreement, entitled Map of Subject Premises.

**2. ASSETS.**

The City hereby grants to the Operator the right to use and possession of other personal assets, owned by the City without further consideration, including, but not limited to, tools, machinery, and equipment for the operation and maintenance of the McIntyre Ski Area in "as is" condition and more particularly described in Exhibit 2 of this Agreement. The Operator shall obtain written approval from the City for the proposed sale of any existing City owned equipment identified as a fixed asset with a value greater than \$20,000. All sales of assets shall be recorded and tracked through the City's Fixed Asset System. Upon the expiration or earlier termination of this Agreement all such remaining assets, including any replacement assets shall be returned to the City by Operator in "as is, where is" condition.

**3. TERM.**

The term of this Management and Operating Agreement shall be twenty (21) years, beginning on October 13, 2009 and terminating on September 30, 2030, unless earlier terminated as hereinafter provided. Operator shall have the right and option to renew this Agreement for an additional five (5) year period under the same terms and conditions; provided, however, Operator's obligations under Sections 4 and 5 below shall cease on June 30, 2030. Operator shall exercise its option hereunder by giving written

notice to the City of its intent to so renew this Agreement no sooner than one (1) year and no later than one hundred eighty (180) days prior to the expiration of this Agreement.

**4. EXISTING OBLIGATIONS**

The City and Operator acknowledge and agree that the City currently owes \$781,491.54 in debt obligations relating to The McIntyre Ski Area. In respect of this existing debt, the Operator will annually pay the City an operating fee of \$39,074.55 on or before June 30<sup>th</sup> (beginning June 30, 2010) of each of the first 20 years of the term of this Agreement with the last such payment due on or before June 30, 2029.

The Operator agrees to assume the license for lift ticketing software from the City and to pay any transfer fee (up to \$500.00) and the annual fees of \$882.91.

To the extent allowed by the contract, the Operator also agrees to assume the City's rights and obligations under a contract with The Coca-Cola Bottling Company of Northern New England, Inc.

The City and Operator agree to terminate an existing Lease Extension dated October 24, 1996, without further obligation or liability of either party to the other, upon execution of this Management and Operating Agreement.

**5. FUTURE DEBT OBLIGATIONS**

The City will contribute \$1,300,000 million for the demolition of the existing lodge and construction of a new facility (minimum of 5,000 square feet) by the Operator and \$300,000 for new equipment for a total of \$1,600,000 which the Operator may access upon the execution of this Agreement for the purpose of timely purchasing necessary equipment. In consideration of the City's contribution, the Operator will annually pay the City an additional operating fee equal to the amount of annual debt

service arising from the City's \$1,600,000 contribution, not to exceed \$160,000 per year, on or before June 30<sup>th</sup> of each year of the Term, with the first such payment being due on or before June 30, 2011 and the last such payment being due on or before June 30, 2030. The operating fees identified in this Section 5, together with the operating fee identified in Section 4, above, shall constitute the entire consideration to be paid by Operator to the City pursuant to this Agreement. Such funds shall be made available to Operator from and after October 6, 2009, as needed by the Operator, against invoices submitted by the Operator and approved by the City's Facilities Division in accord with written procedures, annexed hereto as exhibit 3, in the normal course during such demolition and construction. Any balance remaining after demolition, construction, and the purchase of new equipment shall be retained by the City; provided, however, the fee required to be paid by the Operator pursuant to Section 5. shall be recalculated so as to reflect the City's debt service only on the aggregate amount of funds actually disbursed by the City to the Operator for the demolition and construction of the lodge and the purchase of new Equipment.

**6. CAPITAL RESERVE FUND**

The Operator further agrees to annually deposit on or before June 30<sup>th</sup> of each year of the Term (subject to the waiver below), the sum of \$25,000 to a capital reserve fund consisting of a segregated savings account to be maintained at a financial institution of Operator's choice and reasonably acceptable to the City, as to which Operator and the City shall be co-signatories. The signature of the City's Director of Finance shall be required for any withdrawals. Operator shall make such contributions until the balance in the said account is \$250,000.00. All funds in the said account and any and all interest

accrued shall remain the sole property of the Operator and any balance shall be retained by him upon the expiration or earlier termination of this Agreement. The City shall take any and all steps necessary to effectuate the intent of this Section 6. All funds in said account shall be used exclusively for capital physical plant improvements or long term maintenance projects upon written request by the Operator and approval by the Board of Mayor and Aldermen where such requests exceed \$10,000. The Operator will make such annual deposits until the capital reserve fund accrues \$250,000. The Operator shall not be required to commence contributions to said account until October 1, 2014.

**7. PROFIT SHARING**

The Operator agrees to pay, without demand, to the City 5% of all annual net operating profits when such net operating profits exceed \$200,000. The Operator shall maintain an accounting system, including a ticket identification and control system designed to accurately account for the revenues received by the Operator. The Operator shall preserve all of its accounting books and records pertaining to its revenues at the Subject Premises for a period of five (5) years following the close of each fiscal year.

**8. SKI AREA OPERATIONS.**

The Operator agrees to manage and operate the Subject Premises as a public ski area to provide year-round outdoor recreational opportunities for the general public, that, in the Operator's sole discretion, deems economically feasible and appropriate.

**9. ANNUAL OPERATING PLAN.**

On or before the 15<sup>th</sup> of May during each year of this Agreement, the Operator shall submit to the City an annual operating plan, including a schedule of the proposed days and hours of operation for the ski area, and a description of the types of recreational

activities available to the public. The proposed schedule of the days and hours of operation shall be reviewed by the City and either approved as proposed, or revised for resubmission. The City shall notify the Operator in writing of a final schedule of operations no later than June 30<sup>th</sup> of each year. No significant changes in the days of operation or the scheduled hours of operation may be made without the prior approval of the City. The Subject Premises shall not be closed to the public except according to the operating schedule, for emergency, or unsafe weather conditions.

The Annual Operating Plan shall describe in detail the following operations:

- a. Types of recreational activities available to the public
- b. Ski lift operations
- c. Snow making and grooming operations
- d. Ski support services
  - i. Ski School
  - ii. Rental and Repairs
  - iii. First aid/public safety
  - iv. Retail Ski Shop
  - v. Food and Beverage services
  - vi. Entertainment
- e. Maintenance procedures
- f. Security procedures
- g. Emergency operating plan
- h. Status of special use permits and leases
- i. Marketing and advertising

- j. Environmental management program
- k. Signage
- l. Utilities and roads
- m. Implementation of Master Development Plan Site Improvements

**10. MASTER DEVELOPMENT PLAN.**

The Operator shall prepare a Master Development Plan ("MDP") covering operations, facilities, site improvements and strategic plans for the ski area by June 1, 2010. The Operator's proposed MDP shall be submitted to the City and shall be either approved as proposed or revised for resubmission; provided, however, that Operator shall have no obligation to contribute capital to or otherwise fund any modifications or changes requested by the City to the Plan, and may terminate this Agreement without further liability if the City demands changes or modifications that Operator reasonably feels will adversely effect its operation of the Ski Area. The MDP shall embody both the Operator's and the City's long term goals for the ski area. The MDP shall be revised and updated every five (5) years. The cost of any site improvements identified in the MDP shall be the sole responsibility of the City.

**11. SITE IMPROVEMENTS.**

The Operator shall complete site improvements in accordance with the MDP. All plans and Specifications for site improvements and structures shall be submitted to the City for approval at least three (3) months before the proposed construction date. Said approval not to be unreasonably withheld, continued or delayed. All development and improvement projects shall be accomplished without interrupting skiing activities or other public outdoor recreational activities at the ski area.

The Operator shall ensure all such renovations and improvements are done in a good and workmanlike manner and in compliance with all applicable laws. All renovations and improvements, that are fixtures to the real estate shall remain the property of the City at the termination of this Agreement.

**12. CONSTRUCTION BONDS.**

The Operator shall purchase, or shall require its contractors or subcontractors to purchase construction performance bonds issued by a surety or sureties reasonably satisfactory to the City to guarantee the completion of any construction project. The Operator shall also purchase, or require its contractors or subcontractors to purchase labor and materials payment bonds to guarantee the payment for goods and services provided on all construction contracts.

**13. SECURITY.**

Principals of the Operator shall personally guarantee, by instrument annexed hereto as Exhibit 4, the faithful performance by the Operator of all obligations under Sections 4 and 5 of this agreement.

The City shall be granted a security interest in all inventory and personal property of the Operator, subordinate only to any then currently existing security interests, or future purchase money mortgages..

**14. RIGHT TO ENTER SUBJECT PREMISES.**

The City and its agents and representatives may enter the Subject Premises for the purposes of inspection upon providing Operator with at least forty-eight (48) hours prior written notice. The City will be permitted use of the Subject Premises for two annual events, The City of Manchester Employee Appreciation Day and the City of Manchester

Employee Golf Tournament Reception, at no charge; provided, however, that the parties agree that both such events shall occur in the months of September and October of the Term. The City shall be responsible for the total cost of such events, shall be responsible for cleaning up after each event, for trash removal, and the repair of any damage to the Premises or any property of the Operator, such that the Premises are left in the same condition as they were preceding each event. The City shall carry, at its expense, general comprehensive and liability insurance in the face amount of \$1,000,000.00 covering each event and shall indemnify and hold harmless the Operator from and against any claims, damages, expenses, costs or liabilities with respect thereto. The City shall provide the Operator with 30 days written notice for said events.

**15. UTILITIES.**

The Operator shall be responsible and shall make payments directly to the providers of all utility services, including water usage, required to operate the ski area. Failure by the Operator to pay for any utility services purchased, resulting in termination of the services by the provider, may be considered a material breach of this Agreement.

**16. RATE SCHEDULE.**

All rates and prices charged by the Operator for ski lift tickets, admission fees, permit or license fees or other fees to be paid by members of the general public shall be submitted for review by the City's Director of Parks and Recreation; provided, however, that the level of such rates shall be at the sole discretion of the Operator.

**17. USE OF THE LEASED PREMISES.**

The Operator shall allow public access to the Subject Premises for recreational and park activities as permitted in the Annual Operating Plan. Any events held between

May 1 and September 30 shall conform to a 9 PM curfew and the City noise ordinance (Chapter 94). The Operator shall not hold a permanent liquor license but temporary liquor licenses may be granted for individual events held on the Subject Property.

**18. ENVIRONMENTAL PROTECTION.**

The Operator shall develop and submit for approval to the City an Environmental Management Plan adopting recognized Best Management Practices to preserve and protect the Subject Premises, which shall include but not be limited to:

- a. Water usage and conservation;
- b. Septic disposal/treatment;
- c. Drainage, erosion and water quality issues;
- d. Solid waste disposal;
- e. Air quality and traffic congestion mitigation;
- f. Forestry management;
- g. Wetlands impacts;
- h. Wildlife habitat preservation; and
- i. Scenic and aesthetic qualities.

The City represents that there are no current violations of local, state or federal laws, rules or regulations governing environmental matters or hazardous waste on the Subject Premises, and that it will indemnify and hold the operator harmless from and against any such matters that are based upon a statement of facts existing prior to the date of this Agreement. Any costs arising from the abatement or removal of hazardous materials discovered in the course of demolishing the existing lodge that constituted

materials originally used in the construction of the said lodge shall be paid solely from the City's contributions as set forth in paragraph 5 of this Agreement.

19. MAINTENANCE.

The Operator shall maintain the Subject Premises in good operating condition. The Operator, at its expense, shall undertake all reasonable maintenance of the facilities, lifts, trails, slopes, ponds, water courses, buildings, structures, roadways (including snow removal and winter weather treatment), equipment, and other appurtenances, and housekeeping in all areas of the Subject Premises. The Operator shall be responsible for all litter pickup, trash disposal, cleaning, housekeeping and sanitation within each building and on all grounds within the Subject Premises. The Operator acknowledges that Smyth Road School will be allowed to use the west end of the parking lot for student drop off and pick up and will place a high priority on plowing and winter treatment during school hours. The City shall be responsible for the maintenance of the walkway connecting Smyth Road School to the parking lot. Notwithstanding the foregoing, the parties understand and agree that Operator shall have no responsibility or liability relating to said pick-up and drop-off activities beyond its normal attention to snow plowing and winter treatment of the parking lot and that the City shall indemnify and hold the Operator harmless from and against any liability, damages, costs, expenses or claims that arise as the result of such activities absent the Operator's unlawful conduct or gross negligence. At the beginning of the last year of the Term of this Agreement, the City and the Operator shall jointly inspect and document the baseline conditions of all structures, facilities and natural or artificial features of the Subject Premises. The City shall inspect

the Subject Premises at least annually and require the Operator to correct any maintenance deficiencies noted.

**20. SECURITY INTERESTS.**

No mortgage or other security interest shall be executed by the Operator upon the assets of the City or the Operator's improvements thereto, including this Agreement without the approval of the City. Such approval shall not be unreasonably withheld by the City.

**21. COMPLIANCE BY OPERATOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.**

The Operator shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which impose any obligation or duty upon the Operator, including, but not limited to, the State of New Hampshire Department of Resources and Economic Development ("DRED") and the Land and Water Conservation Fund ("LWCF") regulations as described in the LWCF Stewardship Handbook for Grant Recipients and State and federal civil rights and equal opportunity laws. During the term of this Agreement, the Operator shall not discriminate against employees or applicants for employment because of age, sex, race, creed, color, marital status, physical or mental disability, national origin or sexual orientation and will take affirmative action to prevent such discrimination. The Operator shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the City or the United States issue to implement these regulations.

**22. INSPECTION OF OPERATOR'S RECORDS.**

The Operator agrees to permit the City, or any government agency, upon at least ten (10) days prior written notice, access to any of the Operator's books, records, and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. The Operator shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, the Operator at its own expense shall have its annual accounting reports reviewed or prepared by a licensed independent accountant acceptable to the City.

**23. PERSONNEL.**

The performance of this Agreement shall be carried out by employees of the Operator at its own expense. The Operator warrants that all personnel engaged in the services shall be qualified to perform the services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**24. OPERATOR'S RELATION TO THE CITY.**

In the performance of this Agreement the Operator is in all respects an independent contractor. Neither the Operator nor any of its officers, employees, agents or members shall have authority to bind the City or receive any benefits, worker's compensation or other emoluments provided by the City to its employees.

**25. ASSIGNMENT, DELEGATION AND SUBCONTRACTS.**

The Operator shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. None of the services required under this Agreement shall be delegated or subcontracted by the Operator without the prior written

consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

**26. INDEMNIFICATION.**

The Operator shall defend, indemnify and hold harmless the City, and its officers and employees, from and against any and all losses suffered by the City, its officers and employees, and any and all claims, liabilities or penalties asserted against the City, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or omissions of the Operator or its subcontractors, agents or assignees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the City, which immunity is hereby reserved to the City. This covenant shall survive the termination of this Agreement.

The City shall defend, indemnify and hold harmless the Operator, and its officers, employees and agents from and against any and all losses suffered by the Operator, its officers, employees and agents, and any and all claims, damages, costs and liabilities asserted against the said Operator, or its officers, employees or agents, by or on behalf of any person, on account of, based upon or resulting from the negligent acts or omissions of the City, or its employees or agents.

**27. INSURANCE.**

During the entire term of this Agreement, the Operator shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) annual aggregate; and
- b. Fire and extended coverage insurance covering the Leased Premises, in an amount not less than one hundred percent (100%) of the whole replacement value of the Leased Premises; and
- c. Business Interruption Insurance.

The policies described above shall list the City as an additional insured. The Operator shall be solely responsible for any and all deductibles or retentions applicable to the policies. The policies shall be in the standard form employed in the City, issued by underwriters reasonably acceptable to the City, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the City. Certificates of insurance demonstrating that the required policies are in effect shall be filed with the City and shall thereafter be renewed or replaced as necessary.

**28. DEFAULT AND TERMINATION.**

Any one or more of the following acts or omissions of a Part hereto shall constitute an event of default hereunder ("Events of Default"):

- a. Failure to perform any task or service required by this Agreement or on schedule; or
- b. Failure to submit any plan or report required hereunder; or

- c. Failure to perform any other covenant or condition of this Agreement.

Upon the occurrence of any Event of Default, the non-defaulting party shall give the defaulting party 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, the non-defaulting party may treat the Agreement as breached and pursue any of its remedies at law or in equity, effective two (2) days after giving the defaulting party notice of termination.

**29. WAIVER OF BREACH.**

No failure by either party 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 failure by either party to notify the other of any Event of Default shall be deemed a waiver of the right of such party to enforce each and all of the provisions hereof upon any further or other default on the part of the other party.

**30. 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 of discharge by the Board of Mayor and Aldermen of the City.

**31. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

**32. THIRD PARTIES.**

The parties do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

**33. 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 understanding relating hereto.

**34. APPROVAL CONTINGENCIES.**

This Management and Operating Agreement shall not be final and binding upon the City until it is approved by the Board of Mayor and Aldermen.

**35. ENTIRE AGREEMENT.**

This Agreement constitutes the complete and entire agreement between the Parties on the matters set forth herein, and shall supersede and replace any other writings or oral agreements between them.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF MANCHESTER

[Signature]  
Witness

By: [Signature]  
Honorable Frank C. Guinta, Mayor

The State of New Hampshire  
County of Hillsborough

Before the undersigned officer personally appeared the Honorable Frank C. Guinta, Mayor of the City of Manchester, who voluntarily signed this document for its stated purpose on this 14 day of October, 2009.



[Signature]  
Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_

**OPERATOR:**

McINTYRE SKI SCHOOL, INC.

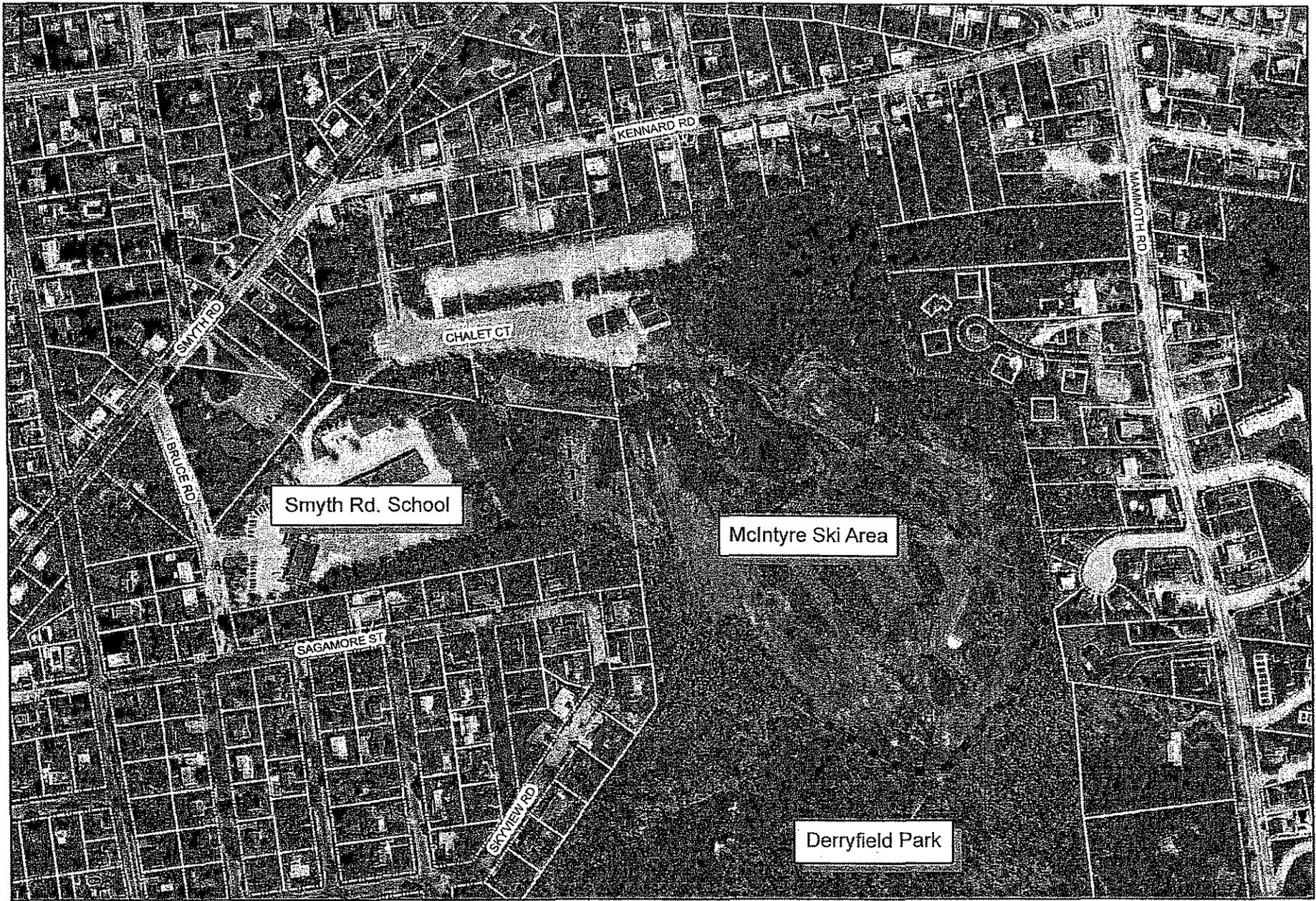
[Signature]  
Witness

By: [Signature]  
David Sarette, Chief Officer

The State of New Hampshire  
County of Hillsborough

Before the undersigned officer personally appeared David Sarette, Officer of McIntyre Ski School, Inc., who voluntarily signed this document for its stated purpose on this 13th day of October, 2009.

[Signature]  
Justice of the Peace/Notary Public  
My commission expires: 8/13/13



**Legend**

- Parcels, Owners, Addresses
- McIntyre Ski Area Boundary
- McIntyre Ski Area Boundary - Up to Fence



Parks Recreation and Cemeteries

**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 approximations, and as such have no official or legal value. The City makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this 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 normal business hours. By using this map, you agree to these terms and conditions.

**McIntyre Ski Area**  
 Boundary Limits  
 Scale 1:30

McIntyre Ski Area  
Fixed Asset List

EXHIBIT 2

| Asset #    | Description  |
|------------|--|
| 650-002097 | Concrete shack which houses electrical switch gear for lifts, lodge and snowmaking.<br>Also this included all electrical pedestals located on the hill for snowmaking.       |
| 650-002098 | Tubing Area: This included O'Conner wire rope tow, 2 wooden shacks, 2 propane heaters, and all necessary signage. Also all tubes and bottoms                                 |
| 650-002099 | East chairlift: Hall double chairlift includes 2 terminals, 6 towers 2 lift shacks, signage<br>1 propane heater, 46 chairs, haul rope, counter weight and additional blocks. |
| 650-002100 | West chairlift: Hall double chairlift includes 2 terminals, 6 towers 2 lift shacks, signage<br>1 propane heater, 46 chairs, haul rope, counter weight and additional blocks. |
| 650-002101 | Terrain park features. Includes rails and boxes  |
| 650-002102 | Pony area; This includes a Stadler wire rope tow, 1 wooden lift shack, 1 propane heater, and all necessary signage.  |
| 650-002103 | Propane shack; includes propane tanks and diesel fuel cans.  |
| 650-002104 | Parking lot lights and entrance lights   |
| 650-002105 | Ingersoll-Rand compressor; included are hoses, fittings and Zeks water separator   |
| 650-002106 | Snow Making System; Main computer with touch screen, 2 ABB ACSA600<br>pump drives, 2 horizontal turbine pumps, all on hill hydrants, gauges and valves                       |
| 650-002107 | Pump House Structure   |
| 650-002108 | Arctic Cat Bear Cat Snowmobile   |
| 650-002109 | 2006 Areco Super Snow fan gun (fleet number 5)   |
| 650-002110 | 2000 Areco Regular fan gun (fleet number 4)  |
| 650-002111 | 2001 Areco Regular fan gun (fleet number 3)  |
| 650-002112 | 2001 Areco Regular fan gun (fleet number 1)  |
| 650-002113 | 2000 Areco Regular fan gun (fleet number 2)  |
| 650-002114 | Snow making hoses 1" 1/2" x 20' 10 green, 5 yellow and 10 out of service   |
| 650-002115 | Oils, grease, grease guns, fluids  |
| 650-002116 | Groomer work bench: all groomer spare parts and 11 chairlift tower pads  |
| 650-002117 | 1998 Bombardier MP Plus 275 snow groomer   |
| 650-002118 | Hand tools: shovels, brooms and rakes  |
| 650-002119 | Trickle battery charger, 3 aux. batteries and industrial charger   |
| 650-002120 | Chairlift spare parts, safety bars, 2 safety harnesses and line work tools   |
| 650-002121 | Wire rope tow parts  |

McIntyre Ski Area  
Fixed Asset List

|            |   |
|------------|---|
| 650-002122 | Snow making pump parts, and snow gun parts  |
| 650-002123 | Nuts, bolts, wire and mesh slope signs  |
| 650-002124 | Slope light fixtures and parts  |
| 650-002125 | Slope signs: chairlift safety parts and stop buttons  |
| 650-002126 | Slip grip tester  |
| 650-002127 | Rubber chairlift brake tester   |
| 650-002128 | Porta powers and electrical supplies, bulbs, fuses and plugs  |
| 650-002129 | Paint and supplies  |
| 650-002130 | Chairlift lifting gear, sheaves and other parts   |
| 650-002131 | Work bench with misc. hand tools  |
| 650-002132 | 150 pieces of bamboo, orange snow fence   |
| 650-002133 | 2 office desks  |
| 650-002134 | 2 file cabinets containing ski area documents   |
| 650-002135 | Season pass computer (see attached spreadsheet provided by Information systems)   |
| 650-002136 | Lift Ticket computer (see attached spreadsheet provided by Information systems)   |
| 650-002137 | Bookshelf containing Chairlift manuals, lift maintenance records, and lift logs   |
| 650-002138 | Metal ticket cabinet containing tickets and misc. office supplies   |
| 650-002139 | 15 picnic tables  |
| 650-002140 | Office safe bolted to the ground  |
| 650-002141 | Concession stand, including a hood, suppression system, and chemical fire extinguisher  |
| 650-002142 | Janitor closet containing misc. hand tools and supplies   |
| 650-002143 | Boiler ID number 033823 and supplies  |
| 650-002144 | Employee break room included are refrigerator and chairs  |
| 650-002145 | Up stairs storage closet contains 2 boxes of un used lift tickets and ceiling tiles,<br>slope light bulbs and fuses   |
| 650-002146 | Main lodge building including the security alarm for lodge and pump house building  |
| 650-002147 | Ski patrol room includes first aid supplies, 3 toboggans packed with equipment,<br>4 chairlift evacuation bags, O2 tanks with regulators and 2 examination beds |
| 650-002148 | Propane heater for inside of pump house   |

|        | Asset Name        | Model                             | Department                   | Location              |                              |
|--------|-------------------|-----------------------------------|------------------------------|-----------------------|------------------------------|
| 138519 | *Timeclock 4500   | 4500                              | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Returned             |
| 135546 | Season Pass PC    | Optiplex GX240                    | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying              |
| 135544 | Ticket Counter PC | Optiplex GX240                    | Parks, Recreation & Cemetery | PKS McIntyre Ski Area |                              |
| 135737 |                   | Cash Drawer APG                   | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying              |
| 135738 |                   | Cash Drawer APG                   | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying              |
| 135724 |                   | Logitech quickcam pro             | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying              |
| 134670 |                   | Adic Tape Drive                   | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying              |
| 135731 |                   | 15" LCD Flat Panel Dell           | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying              |
| 135732 |                   | 17" Dell Ultra Scan Monitor       | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying              |
| 135725 |                   | Blaster Advantage Thermal Printer | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying              |
| 135727 |                   | Fargo C16 Card Printer            | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Replaced by info with 137080 |
| 135728 |                   | Star dot matrix receipt printer   | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying              |
| 135729 |                   | Star dot matrix receipt printer   | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying              |
| 135726 |                   | Blaster Advantage Thermal Printer | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying              |
| 137080 |                   | Fargo C30 Card Printer            | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying              |
| 135006 | HP 1200           | HP 1200                           | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying              |
| 135735 | UPS               | SU1000                            | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying              |

|        |     |        |                              |                       |                  |
|--------|-----|--------|------------------------------|-----------------------|------------------|
| 135233 | UPS | BK280  | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Returned |
| 135736 | UPS | SU1000 | Parks, Recreation & Cemetery | PKS McIntyre Ski Area | Will be Staying  |



### Exhibit 3

#### Disbursements:

The Facilities Division of the Highway Department will approve all disbursements to McIntyre Ski School.

#### Procedure:

McIntyre Ski School will submit an invoice to the City of Manchester requesting funds for ski area improvement on a timely basis. The following is required:

1. The request will only be for improvements to McIntyre Ski Area. No expenses for repairs, maintenance or operational expenses are to be included.
2. Each request will include copies of invoices from vendors, suppliers or contractors for work, equipment or supplies. If the City of Manchester requires additional backup or substantiation to these documents they will be provided on a timely basis. No payments from the City of Manchester will be made until these requests are completed.
3. Invoices for construction contracts will follow the City of Manchester's "Procedures for Payment" for construction contracts. These documents will include appropriate pay applications and schedule of values. McIntyre Ski School will be provided these procedures upon request.
4. If all documents are in order and received by the 20<sup>th</sup> of any given month disbursements should be made by the 15<sup>th</sup> of the following month

**GUARANTY AGREEMENT**

THIS GUARANTY AGREEMENT ("Guaranty"), dated as of October 13, 2009, by David Sarette, an individual with an address of 69 Hills Rd Auburn, NH 05032 (the "Guarantor"), to the City of Manchester, NH ("City").

WITNESSETH:

WHEREAS, the City has agreed, subject to the terms and conditions set forth in a certain Management and Operating Agreement dated as of even date herewith (the "Agreement"), by and between McIntyre Ski School, Inc. (the "Operator") and the City, to improve and develop the buildings and facilities of the McIntyre Ski Area, which provides public outdoor recreational opportunities for the general public; and

WHEREAS, the obligation of the City to contribute one million six hundred thousand dollars (\$1,600,000) to improve and develop said buildings and facilities under the Agreement is subject to the condition, among others, that the Guarantor shall execute and deliver this Guaranty; and

NOW, THEREFORE, in order to induce the City to contribute said funds, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor hereby agrees as follows:

1. Guaranteed Obligations. The Guarantor does hereby irrevocably and unconditionally guarantee the due and punctual payment and performance of the following obligations to the City (individually, a "Guaranteed Obligation" and together the "Guaranteed Obligations"):

- (a) The Operator's obligation to pay the fee under Section 5 of the Agreement when the same becomes due and payable; and
- (b) The Operator's obligation to assume the existing contractual obligations and to pay the fee identified in Section 4 of the Agreement; and
- (c) Any and all expenses that may be incurred by the City in collecting all or any of the Guaranteed Obligations, including reasonable attorneys' fees.

2. Demand by the City. Upon any failure by the Operator to punctually to pay or perform any Guaranteed Obligation when due, the City may make demand upon the Guarantor for the payment or performance of such Guaranteed Obligation and the Guarantor binds and obliges himself to make such payment or performance forthwith upon such demand.

3. Obligations of the Guarantor Unconditional. This Guaranty is an absolute, unconditional and continuing guaranty of the full and punctual payment and performance by the Operator of the Guaranteed Obligations and not of their collectability only and is in no way conditioned upon any requirement that the City first attempt to collect any of the Guaranteed Obligations from the Operator or resort to any collateral, security, guaranty or other means of obtaining payment of any of the Guaranteed Obligations which the City now has or may acquire after the date hereof, or upon any other contingency whatsoever.

The obligations of the Guarantor under this Agreement shall be unconditional, irrespective of the validity, regularity or enforceability of any Guaranteed Obligations, and shall not be affected by (a) any action taken under any Guaranteed Obligations in the exercise of any right or remedy therein conferred, (b) any failure or omission on the part of the City to enforce any right given thereunder or here under or any remedy conferred thereby or hereby, (c) any waiver of any term, covenant, agreement or condition of any Guaranteed Obligation or this Guaranty, (d) any release of any security or any other guaranty at any time existing for the benefit of any Guaranteed Obligation, (e) the merger or consolidation of the Operator (f) any sale, lease or transfer by the Operator or any guarantor to any person of any or all of his or their properties, (g) any action of the City granting indulgence or extension to, or waiving or acquiescing in any default by the Operator or any guarantor, or any successor to the Operator or any guarantor or any person or party which shall have assumed his obligations, (h) reason of any disability or other defense of the Operator or any guarantor or any successor to the Operator or any guarantor, or (i) any modification, alteration, or by any circumstance whatsoever (with or without notice to or knowledge of the Guarantor) which may or might in any manner or to any extent vary the risk of the Guarantor hereunder, it being the purpose and intent of the Guarantor that the obligations of the Guarantor hereunder shall be absolute and unconditional under any and all circumstances and shall not be discharged except by payment or performance as herein provided, and then only to the extent of such payment or performance. Payments by the Guarantor hereunder may be required by the City on any number of occasions.

4. Continuing Nature of Guaranty. The obligation of the Guarantor under this Guaranty shall continue in full force and effect, notwithstanding any intermediate or temporary payment or settlement of the whole or any part of the Guaranteed Obligations. This Guaranty shall not be discharged until such time as (i) all Guaranteed Obligations shall be finally paid in full, (ii) all covenants, terms, conditions and undertakings of the Guarantor shall be complied with and performed. In the event of any discontinuance or termination of this Guaranty in any manner, all indebtedness and obligations included within the term Guaranteed Obligations under Section 1 herein executed, issued, drawn or made by, or for the account of, the Operator or any of its agents purporting to be dated on or before the date such discontinuance or termination becomes known to the City, and all advances and payments made pursuant thereto even though made after such date, shall form part of the Guaranteed Obligations for which the Guarantor shall be liable under the terms hereof.

5. Subordination of Claims of the Guarantor: Security. Any claim against the Operator to which the Guarantor may be or become entitled (including, without limitation, claims by subrogation or otherwise by reason of any payment or performance by the Guarantor in satisfaction and discharge, in

whole or in part, of his obligations under this Guaranty) shall be and hereby is made subject and subordinate to the prior payment or performance in full of the Guaranteed Obligations. The Guarantor will not, by payment any sum recoverable hereunder (whether or not demanded by the Lender) or by any means or on any other ground, claim any set-off or counterclaim against the Borrower in respect of any liability of the Guarantor to the Borrower or, in proceedings under the Bankruptcy Reform Act, as amended, or insolvency proceedings of any nature, prove in competition with the City in respect of any payment hereunder or be entitled to have the benefit of any counterclaim or proof of claim or dividend or payment by or on behalf of the Operator or the benefit of any other security for any guaranteed Obligation which, now or hereafter, the City may hold or in which he may have any share.

6. Waiver of Demands, Notices, Diligence, etc. The Guarantor hereby assents to all the terms and conditions of the Guaranteed Obligations and waives (a) demand for the payment of the principal of any Guaranteed Obligation or of any claim for interest or any part of any thereof (other than the demand provided for in Section 2 hereof); (b) notice of the occurrence of a default or an event of default under any Guaranteed Obligation; (c) protest of the nonpayment of the principal of any Guaranteed Obligation or of any claim for interest or any part of any thereof; (d) notice of presentment, demand and protest; (e) notice of acceptance of any guaranty herein provided for or of the terms and provisions thereof or hereof by the City; (f) notice of any indulgences or extensions granted to the Operator or any corporate successor to the Operator, or any guarantor or any person or party which shall have assumed the obligation of the Operator or any guarantor; (g) any requirement of diligence or promptness on the part of the City in the enforcement of any of its rights under the provisions of any Guaranteed Obligations or this Guaranty; (h) any enforcement of any Guaranteed Obligation; (i) any right which the Guarantor might have to require the City to proceed against the Borrower or any other guarantor of the Guaranteed Obligation or to realize on any collateral security for the Guaranteed Obligations; and (j) any and all notices of every kind and description which may be required to be given by any statute or rule of law in any jurisdiction. The waivers set forth shall be effective notwithstanding the fact that the Borrower ceases to exist by reason of its liquidation, merger, consolidation or otherwise.

7. Notices, etc. All notices, demands and other communication hereunder shall be deemed to have been sufficiently given or made if in writing and mailed by first class mail, postage prepaid, to the parties at the addresses set forth herein or at such other address as the party to whom such notice or demand is directed may have designated in writing to the other parties hereto.

8. Survival of Guaranty, etc. This Guaranty shall inure to the benefit of and be binding upon the Guarantor and the City and their respective successors and assigns, including any subsequent holder or holders of any Guaranteed Obligations. This Guaranty is intended to take effect as a sealed instrument.

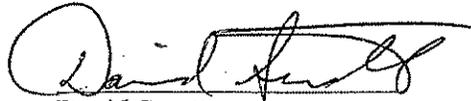
9. Counterparts. This Guaranty may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of the counterparts shall together constitute one and the same instrument.

10. Governing Law; Jurisdiction. This Guaranty shall be construed in accordance with and governed by the laws of the State of New Hampshire. The Guarantor, to the extent that he may lawfully do so, hereby consents to the jurisdiction of the courts of the State of New Hampshire and the United States District Court for the State of New Hampshire, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of his obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections he may have as to venue in any such courts.

11. Joint and Several Liability. It is agreed that the Guarantor's liability hereunder is joint and several with and independent of any other guaranties at any time in effect with respect to all or any part of the Guaranteed Obligations to the City and that the Guarantor's liability hereunder may be enforced regardless of the existence of any such other guaranties.

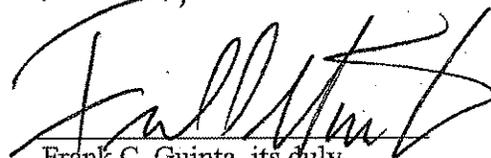
IN WITNESS WHEREOF, the Guarantor, has executed this Guaranty as a sealed instrument as of the date first above written.

  
Witness

  
David Sarette

The Foregoing Guaranty Agreement  
is hereby accepted:

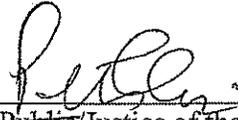
THE CITY OF MANCHESTER  
(the "City")

  
Frank C. Guinta, its duly  
elected Mayor

\_\_\_\_\_  
Witness

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing Guaranty Agreement was acknowledged before me  
this 13th day of October, 2009 by David Sarette.

  
\_\_\_\_\_  
Notary ~~Public~~/Justice of the Peace  
COM. EXP 8/13/13

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing Guaranty Agreement was acknowledged before me  
this \_\_\_\_ day of October, 2009 by Mayor Frank C. Guinta, on behalf of the City of Manchester.

\_\_\_\_\_  
Notary Public/Justice of the Peace

McIntyre Ski Area  
Fixed Asset List

EXHIBIT B

| Asset #    | Description  |
|------------|--|
| 650-002097 | Concrete shack which houses electrical switch gear for lifts, lodge and snowmaking.<br>Also this included all electrical pedestals located on the hill for snowmaking.       |
| 650-002098 | Tubing Area: This included O'Conner wire rope tow, 2 wooden shacks, 2 propane heaters, and all necessary signage. Also all tubes and bottoms existing at October 13, 2009    |
| 650-002099 | East chairlift: Hall double chairlift includes 2 terminals, 6 towers 2 lift shacks, signage<br>1 propane heater, 46 chairs, haul rope, counter weight and additional blocks. |
| 650-002100 | West chairlift: Hall double chairlift includes 2 terminals, 6 towers 2 lift shacks, signage<br>1 propane heater, 46 chairs, haul rope, counter weight and additional blocks. |
| 650-002101 | Terrain park features. Includes rails and boxes  |
| 650-002102 | Pony area; This includes a Stadler wire rope tow, 1 wooden lift shack, 1 propane heater, and all necessary signage.  |
| 650-002103 | Propane shack; includes propane tanks and diesel fuel cans.  |
| 650-002104 | Parking lot lights and entrance lights   |
| 650-002105 | Ingersoll-Rand compressor; included are hoses, fittings and Zeks water separator   |
| 650-002106 | Snow Making System; Main computer with touch screen, 2 ABB ACSA600<br>pump drives, 2 horizontal turbine pumps, all on hill hydrants, gauges and valves                       |
| 650-002107 | Pump House Structure   |
| 650-002108 | Arctic Cat Bear Cat Snowmobile   |
| 650-002109 | 2006 Areco Super Snow fan gun (fleet number 5)   |
| 650-002110 | 2000 Areco Regular fan gun (fleet number 4)  |
| 650-002111 | 2001 Areco Regular fan gun (fleet number 3)  |
| 650-002112 | 2001 Areco Regular fan gun (fleet number 1)  |
| 650-002113 | 2000 Areco Regular fan gun (fleet number 2)  |
| 650-002114 | Snow making hoses 1" 1/2" x 20' 10 green, 5 yellow and 10 out of service   |
| 650-002115 | Oils, grease, grease guns, fluids  |
| 650-002116 | Groomer work bench: all groomer spare parts and 11 chairlift tower pads  |
| 650-002117 | 1998 Bombardier MP Plus 275 snow groomer   |
| 650-002118 | Hand tools: shovels, brooms and rakes  |
| 650-002119 | Trickle battery charger, 3 aux. batteries and industrial charger   |
| 650-002120 | Chairlift spare parts, safety bars, 2 safety harnesses and line work tools   |
| 650-002121 | Wire rope tow parts  |

McIntyre Ski Area  
Fixed Asset List

|            |   |
|------------|---|
| 650-002122 | Snow making pump parts, and snow gun parts  |
| 650-002123 | Nuts, bolts, wire and mesh slope signs  |
| 650-002124 | Slope light fixtures and parts  |
| 650-002125 | Slope signs: chairlift safety parts and stop buttons  |
| 650-002126 | Slip grip tester  |
| 650-002127 | Rubber chairlift brake tester   |
| 650-002128 | Porta powers and electrical supplies, bulbs, fuses and plugs  |
| 650-002129 | Paint and supplies  |
| 650-002130 | Chairlift lifting gear, sheaves and other parts   |
| 650-002131 | Work bench with misc. hand tools  |
| 650-002132 | 150 pieces of bamboo, orange snow fence   |
| 650-002133 | 2 office desks  |
| 650-002134 | 2 file cabinets containing ski area documents   |
| 650-002135 | Season pass computer (see attached spreadsheet provided by Information systems)   |
| 650-002136 | Lift Ticket computer (see attached spreadsheet provided by Information systems)   |
| 650-002137 | Bookshelf containing Chairlift manuals, lift maintenance records, and lift logs   |
| 650-002138 | Metal ticket cabinet containing tickets and misc. office supplies   |
| 650-002139 | 15 picnic tables  |
| 650-002140 | Office safe bolted to the ground  |
| 650-002141 | Concession stand, including a hood, suppression system, and chemical fire extinguisher  |
| 650-002142 | Janitor closet containing misc. hand tools and supplies   |
| 650-002143 | Boiler ID number 033823 and supplies  |
| 650-002144 | Employee break room included are refrigerator and chairs  |
| 650-002145 | Up stairs storage closet contains 2 boxes of un used lift tickets and ceiling tiles,<br>slope light bulbs and fuses   |
| 650-002146 | Main lodge building including the security alarm for lodge and pump house building  |
| 650-002147 | Ski patrol room includes first aid supplies, 3 toboggans packed with equipment,<br>4 chairlift evacuation bags, O2 tanks with regulators and 2 examination beds |
| 650-002148 | Propane heater for inside of pump house   |
| 650-002150 | Prinoth BR 350 MP Snow Groomer  |
| 650-002151 | Grill Hood 14' x 4'   |
| 650-002152 | 8'x8' Walk in Freezer   |
| 650-002153 | Lodge and Fixtures Annexed There to   |

## EXHIBIT C

### ASSETS OF THE OPERATOR

Dodge dump/plow truck (VIN #386MP365WM241081)  
Ford loader tractor (VIN #5489432)  
Honda Big Red (VIN #3HIVE010290001887)  
Polaris snowmobile (VIN #SNINT5B53AC842983)  
170' foot SunKid Wonder Conveyor  
250' Jumbo SunKid Wonder Conveyor  
420' Jumbo SunKid Wonder Conveyor  
Rental snow boards and boots and related inventory  
Rental skis and boots and related inventory  
Retail product  
Siriusware software  
Computer system  
Kitchen equipment  
Tuning equipment and inventory  
Specialty clothing inventory  
Office equipment  
Tables, chairs and related items located in the Lodge  
Snow Tubes acquired by Operator after October 13, 2009

4/20/10 Tabled  
8/30/10 Retabled  
subitup  
you're covered

RECEIVED  
APR 12 2010  
CITY CLERK'S OFFICE

Mayor Gatsas,

My team and I would like to thank you for the opportunity to discuss SubItUp.com and its impact on the Manchester Police Department.

We would like to give a twenty to thirty minute presentation to the Committee on Administration at their earliest convenience. The goal of this presentation will be to outline SubItUp's functionality, address any questions and discuss scalability, integration and any other technical concerns.

We thank you in advance for your consideration.



Robert Cote  
President, Brattle Consulting Group, Inc.

**brattle**  
consulting group, inc.

Brattle Consulting Group, Inc. - 1800 Elm Street, Manchester, NH 03104 - 617.401.8733

*Alessi Hachon F. - Tested Step #12  
Committee on Administration  
August 30, 2010*

**Mara, David**

---

**From:** Hopkins, Jonathan

**Sent:** Tuesday, April 20, 2010 12:14 PM

**To:** Mara, David

Chief,

Sub It Up program in my opinion has been successful. We are the first police department to sign onto the system and have been the test market for the program. As with any new product there have been several small items that have needed to be tweaked to make the program do what we want it to do. The system continues to evolve and I do not believe it has reached its total potential.

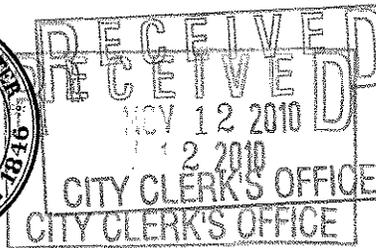
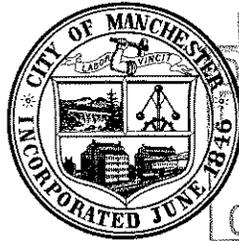
We currently use the program to process all swaps and other time off request in the patrol division. We also use it to schedule all shifts for four month periods. The rosters are updated automatically as the time off is approved in the system. It is hard to tell if the system has saved us money and I do not believe it has at this point. What it has done however, is made time off request manageable by providing a clear record of the request. It provides us with information as to when request were made, who made them and how many swap are being done per month. This has made it easier for the OIC's to manage their shifts and manpower.

In my opinion the Sub It Up system is a good product and we should continue to use and evaluate it.

Capt. Hopkins

8/30/2010

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



Commission  
Thomas J. Hammond  
Calvin T. Cramer  
Thomas D. Noonan  
Richard M. Bunker  
Jerome B. Duval  
Executive Secretary  
Kim R. Demers

## CITY OF MANCHESTER *Police Department*

November 9, 2010

Committee on Administration  
One City Hall Plaza  
Manchester, NH 03101

Re: Parking control officers

Dear Chairman Lopez,

The Manchester Police Department requests to be placed on the agenda with the Committee on Administration to discuss the position of Parking Control officer and relinquishing any and all employment status to the Parking Division.

You may recall when the Parking Division was created the Parking Control Officers were placed with the Parking Division on a temporary 1 year trial period. As a result they remained under the bargaining unit of the Manchester Police Patrolman's Association and the Police Department remained responsible for any employment issues such as discipline and personnel issues. That trial period has long come and gone and the transition has been relatively smooth.

Through a previous contract negotiation with the MPPA we did include the Parking Division Mgr. in the collective bargaining agreement as having authority along with the Chief or his designee over personnel issues however they remained governed by our Standard Operating Procedures and the MPPA contract. As a result we often included our supervisory staff in any matters that related to discipline.

The Police Department has limited contact with parking control officers and has some concerns that by remaining in their partial status as police department employees could create issues as it relates to our accreditation status. The police department would request the committee consider moving towards a full transition of these positions to the Parking Division. That transition however would also require a change in their bargaining unit status, in the form of different representation. We have briefly discussed this option with their current bargaining unit representatives as well as representatives from other bargaining units and feel this option is a viable one.

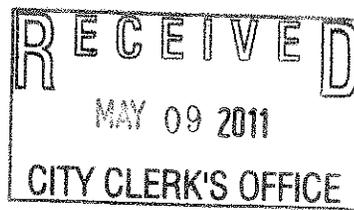
Sincerely,

David J. Mara  
Chief of Police

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

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY





*Jennie Angell*  
*Director, Information Services*



**CITY OF MANCHESTER**  
*Information Systems Department*

May 9, 2011

Alderman Mike Lopez, Chairman  
Committee on Administration and Information Systems  
One City Hall Plaza  
Manchester, NH 03101

Dear Alderman Lopez;

At the last Committee on Administration and Information Systems meeting, I requested permission to use online auction sites such as eBay to dispose of excess equipment that was not usable by other city departments or the School Department. The committee asked me to provide an estimated value of the large printer I discussed and a list of other equipment that we have that still has value.

For the large printer, we contacted four nationwide resellers. While we purchased the printer for \$42,000 in 1997, none of the resellers are interested in purchasing it at any cost.

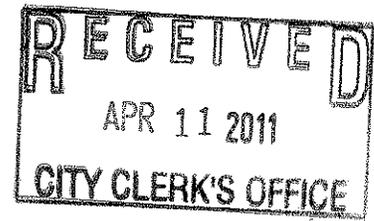
We currently do not have any other equipment that is ready for disposal that we feel has value. Last year we did transfer some data switches to the School Department.

Please contact me if you have any questions.

Sincerely,

Jennie Angell  
Director of Information Services

4/11/11 Tabled



*Jennie Angell*  
Director, Information Services



**CITY OF MANCHESTER**  
*Information Systems Department*

April 8, 2011

Alderman Mike Lopez, Chairman  
Committee on Administration and  
Information Systems  
One City Hall Plaza  
Manchester, NH 03101

Dear Alderman Lopez;

I am requesting permission to utilize online auction sites to dispose of excess equipment that is no longer needed for City operations.

Currently, when usable assets become available, we follow the procedure defined below.

- If an asset is no longer needed by a department, Information Systems will check around to see if it can be used by another department.
- If an asset is no longer needed by a department and if Information Systems can find no other city department that can use the asset, Information Systems will check with School to find out if they can use the asset.

If school has no need for the asset and if we feel it still has functional value we frequently hold on to the asset. This can result in the asset losing value over time due to obsolescence. We could put these assets in the City's auction but we think we might be able to get more money for them in one of the online auctions such as eBay. We are requesting permission to use online auctions sites to dispose of some of the old equipment that we have. Any income from sales would be put into a revenue account.

If you have any questions, please contact me at your convenience.

Sincerely,

Jennie Angell  
Director of Information Services

100 Merrimack Street • Manchester, New Hampshire 03101 • (603) 624-6577 • FAX: (603) 624-6320  
E-mail: [MIS@manchesternh.gov](mailto:MIS@manchesternh.gov) • Website: [www.manchesternh.gov](http://www.manchesternh.gov)