

## AGENDA

### BOARD OF MAYOR AND ALDERMEN

October 5, 2004

7:30 PM  
Aldermanic Chambers  
City Hall (3<sup>rd</sup> Floor)

1. Mayor Baines calls the meeting to order in joint session with the Library Trustees.

2. The Clerk calls the roll.

Board of Aldermen: Aldermen Roy, Gatsas, Guinta, Sysyn, Osborne, Porter, O'Neil, Lopez, Shea, DeVries, Garrity, Smith, Thibault, Forest

Library Trustees: Joanne Barrett, Kevin C. Devine, Mary Heath, Jeffery Hickock, Madeleine G. Roy, Karen Sheehan-Lord, Joseph Sullivan

3. Mayor Baines advises that nominations are in order to fill the expired term of Karen Sheehan-Lord; such nominations to be made for a term to expire October 1, 2110.

4. Following nominations, a motion is in order to close the nominations.

5. Unless there be a motion to suspend the rules to confirm the nominations, all nominations made shall layover to the next meeting.

6. Proclamation in honor of the Manchester City Library's 150<sup>th</sup> Anniversary.

7. If there is no further business to come before the joint session, a motion is in order to adjourn.

8. Mayor Baines calls the regular meeting of the Board to order.
9. The Clerk calls the roll.
10. Recognition of the New Hampshire Fisher Cats achievements during their inaugural season and the Eastern League Championship.
11. Presentation of a Key to the City to Jack Brady for his contributions to the City through his service on the Zoning Board of Adjustment.
12. Presentation of Certificates of Appreciation in recognition of the first contributors to the Manchester Art Fund.
13. Attorney David Nixon to report on the Senior Activity Center fund raising efforts.

### **CONSENT AGENDA**

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

### **Approve under supervision of the Department of Highways**

- A. PSNH Pole Petition #11-1018 located on Candia Road;  
PSNH Pole Petition #12-189 located on Alsace Street;  
Verizon Pole Petition #9AAR8Z located on West Hancock Street; and  
Verizon Pole Petition #9AASNS located on Tondreau Court.

**Informational – to be Received and Filed**

- B. Communication from Leo Bernier, City Clerk, submitting the official results of the Referendum Retirement question which appeared on the September 14, 2004 State Primary Election ballot.
- C. Minutes of MTA Commission meetings held on July 27, 2004 and September 8, 2004 and the Financial and Ridership Reports for the months of July and August 2004.
- D. Communication from Traffic Department employees (Tom Lolicata, Jim Hoben and Denise Boutilier) expressing their opposition to the “plan for parking permits” which was approved by the Traffic Committee on September 21<sup>st</sup>.
- E. Communication from Robert Gallagher, VP of Marine MGA, Inc., expressing his opposition to the Traffic Committee’s approval of transferring the parking permit program from the Traffic Department to the City Clerk’s Office.
- F. Communication from Doris Mrozek, UNH Manchester, expressing her opposition to the transferring of parking permits from the Traffic Department to the City Clerk’s Office.
- G. Copy of a communication from U.S. Senator Gregg to Alderman Shea advising of his intention to contact the Director of the Federal Bureau of Prisons regarding the City’s opposition to the placement of a halfway house within city limits.

**Informational – Refer to the Committee on Lands and Buildings**

- H. Communication from Leo Bernier requesting to purchase land known as Tax Map 415, Lot 1 abutting 90 River Road.

**Accept Funds and Remand for the Purpose Intended**

- I. Communication from Joanne Shaffer, Second Deputy Finance Officer advising of the receipt of donations totaling \$2,842.00 for the Manchester Art Fund.

## **REFERRALS TO COMMITTEES**

### **COMMITTEE ON FINANCE**

#### **J. Resolutions:**

“Amending the FY 2002 and 2003 Community Improvement Program, authorizing and appropriating funds in the amount of Ninety Three Thousand Three Hundred Sixty Four Dollars and Two Cents (\$93,364.02) for FY2003 CIP 712103 S. Mammoth Sewer – Phase 3 Project.”

“Amending the FY2003 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Twenty Five Thousand Dollars (\$25,000) for FY2003 CIP 713303-South Willow Street Area Improvements.”

“Amending the FY2004 Community Improvement Program, authorizing and appropriating funds in the amount of One Thousand Two Hundred Thirty Three Dollars (\$1,233) for the 2004 CIP 411004 Youth Attendant Program.”

“Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Nine Thousand Eight Hundred Two Dollars (\$29,802) for the 2005 CIP 214105 Manchester Multi-Lingual Asthma Education and Outreach Program.”

“Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Ten Thousand Dollars (\$10,000.00) for the 2005 CIP 810305 VISTA Coordinator Project.”

## **REPORTS OF COMMITTEES**

### **COMMITTEE ON BILLS ON SECOND READING**

**K.** Recommending that Ordinance:

“Amending the Zoning Ordinance of the City of Manchester by changing the zoning district of property currently zoned IND (General Industrial) to R-SM (Residential Suburban Multifamily) by extending the R-SM zone district on a portion of property identified as TM 478, Lot 8, located on Candia Road.”

ought to pass.

### **COMMITTEE ON COMMUNITY IMPROVEMENT**

- L.** Recommending that the Board authorize acceptance and expenditure of funds in the amount of \$93,364.02 (Enterprise) for the FY2003 CIP 712103 S. Mammoth Sewer – Phase 3 Project, and for such purpose a resolution and budget authorizations have been submitted.
- M.** Recommending that the Board authorize acceptance and expenditure of funds in the amount of \$25,000 (Other) for the FY2003 CIP 713303 – South Willow Street Area Improvements, and for such purpose a resolution and budget authorization has been submitted.
- N.** Recommending that the Board authorize acceptance and expenditure of funds in the amount of \$1,233 (Federal) for the 2004 CIP 411004 Youth Attendant Program, and for such purpose a resolution and budget authorization has been submitted.
- O.** Recommending that the Board authorize acceptance and expenditure of funds in the amount of \$29,802 (State) for the 2005 CIP 214105 Manchester Multi-Lingual Asthma Education and Outreach Program, and for such purpose a resolution and budget authorization has been submitted.
- P.** Recommending that the Board authorize acceptance and expenditure of funds in the amount of \$10,000 (Federal) for the 2005 CIP 810305 VISTA Coordinator Project, and for such purpose a resolution and budget authorization has been submitted

### **COMMITTEE ON JOINT SCHOOL BUILDINGS**

- Q.** Advising that they have amended Item 4 in the Change Order Policy for school construction as enclosed herein.

### **COMMITTEE ON TRAFFIC/PUBLIC SAFETY**

- R.** Recommending that the Ordinance Violations Bureau be moved under the City Clerk's Office and that all permit parking functions be transferred from the Traffic Department to the City Clerk's Office. The Committee further recommends that these actions be phased in at the discretion of the Clerk and the departments.
- S.** Recommending that the Police Department continue details outside of the Verizon Wireless Arena. The Committee further recommends that the Police Department come back to the Committee after the tax rate is set and if additional funds are needed at that time, an alternative funding source will be sought.
- T.** Recommending that a request from the Verizon Wireless Arena for various street closures and redirection of Spruce and Cedar Streets in order to accommodate a safe operating area for equipment and animals of the Ringling Bros. and Barnum & Bailey Circus from October 17 through October 25, 2004 be granted and approved under the direct supervision of the City Clerk, Fire, Highway, Police, Traffic and Risk Departments.
- U.** Recommending that regulations governing standing, stopping, parking and operation of vehicles be adopted and put into effect when duly advertised and posted.

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

- 15.** Nominations to be presented by Mayor Baines, if available.

16. Mayor Baines advises that a motion is in order to recess the regular meeting to allow the Committee on Finance to meet.
17. Mayor Baines calls the meeting back to order.

### **OTHER BUSINESS**

18. Report(s) of the Committee on Finance, if available.  
**Ladies and Gentlemen, what is your pleasure?**
19. Report(s) of the Committee on Human Resources/Insurance, if available.  
**Ladies and Gentlemen, what is your pleasure?**
20. Communication from the Board of Assessors requesting all or some measure of dispensation from the 98% spending directive in order to address and resolve several issues.  
**Ladies and Gentlemen, what is your pleasure?**
21. Communication from Leo Bernier, City Clerk, requesting dispensation from the Board's 98% spending directive due to the unanticipated costs associated with both the September and upcoming November elections and requesting that \$9,500 be set aside in contingency funds for this purpose.  
**Ladies and Gentlemen, what is your pleasure?**
22. Communication from Leo Bernier, City Clerk, suggesting the first meeting of the Board in November be held on Wednesday, November 3<sup>rd</sup> rather than November 2<sup>nd</sup> due to the State General Election.  
**Ladies and Gentlemen, what is your pleasure?**
23. Communication from Thomas Bowen, Director of the Manchester Water Works, requesting a continuation of a leave of absence for Ms. Terry McNeil through February 6, 2005.  
**Ladies and Gentlemen, what is your pleasure?**

24. Communication from Chief Jaskolka requesting permission to place an offer to agencies as to whether or not they would be interested in acquiring three (3) K-9 vehicle inserts and if so, provide them without the need for a bid process or cost to them due to the wear and tear of the inserts.

**Ladies and Gentlemen, what is your pleasure?**

25. Response from Kevin McCue, Chairman of the Planning Board to a request by Attorney Richard Fradette that the Board issue a building permit for 180 and 192 Watts Street pursuant to RSA 674:41.

**Ladies and Gentlemen, what is your pleasure?**

26. Communication from Attorney Vincent Wengers, Jr. advising that Mr. Russell Bond, a retired Manchester Water Works employee should be receiving a pension at "half pay" rather than the lesser amount which disregards his standby pay.

**Ladies and Gentlemen, what is your pleasure?**

27. Notice of reconsideration given by Alderman Gatsas on motion that Ordinance:

“Amending the Zoning Ordinances of the City of Manchester by amending Article 13, Section 13.04 ‘Computation of impact fee’.”  
pass and be ordained.

(Motion having carried with Aldermen Sysyn, Osborne, O’Neil, Shea, DeVries, Smith, Thibault and Roy voting yea. Aldermen Gatsas, Guinta, Garrity and Forest voted nay. Aldermen Porter and Lopez were absent.)

**Should Alderman Gatsas or any Alderman having voted in the affirmative so desire, a motion is in order to reconsider.**

28. Ordinance: **(A motion is in order to read by title only.)**

“Amending Chapter 38: Code Enforcement of the Code of Ordinances of the City of Manchester by inserting new penalties in Section 38.06(A): Citation Penalties for various violations of Chapter 94: Noise Regulations.”

**This Ordinance having had its third and final reading by title only, the question is on pass same to be Ordained.**

**29. Bond Resolution: (A motion is in order to read by title only.)**

“Authorizing the Issuance of additional Bonds and Notes for Demolishing the existing Derryfield Golf Course Club House and Constructing, Originally Equipping and Furnishing a New Derryfield Golf Course Club House in the amount of \$450,000. Reaffirming the authorization of the Execution of a Management Agreement between the City and BLL Restaurant, Inc. for the Operation of the New Derryfield Golf Course Club House and Authorizing the Mayor and any other designee Thereof to take any and all Other Actions to Accomplish the Purposes of this Resolution so as to increase the entire Bond funding to \$2,750,000.”

**A motion is in order that the Bond Resolution pass and be Enrolled.**

**30. Resolutions: (A motion is in order to read by titles only.)**

“Amending the FY 2002 and 2003 Community Improvement Program, authorizing and appropriating funds in the amount of Ninety Three Thousand Three Hundred Sixty Four Dollars and Two Cents (\$93,364.02) for FY2003 CIP 712103 S. Mammoth Sewer – Phase 3 Project.”

“Amending the FY2003 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Twenty Five Thousand Dollars (\$25,000) for FY2003 CIP 713303-South Willow Street Area Improvements.”

“Amending the FY2004 Community Improvement Program, authorizing and appropriating funds in the amount of One Thousand Two Hundred Thirty Three Dollars (\$1,233) for the 2004 CIP 411004 Youth Attendant Program.”

“Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Nine Thousand Eight Hundred Two Dollars (\$29,802) for the 2005 CIP 214105 Manchester Multi-Lingual Asthma Education and Outreach Program.”

“Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Ten Thousand Dollars (\$10,000.00) for the 2005 CIP 810305 VISTA Coordinator Project.”

**A motion is in order that the Resolutions pass and be Enrolled.**

**TABLED ITEM**

**A motion is in order to remove the following item from the table for discussion.**

**31. Bond Resolution: (A motion is in order to read by title only.)**

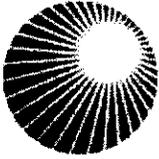
“Authorizing Bonds, Notes or Lease Purchases in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for the 2005 CIP 811305, Revaluation Update Project.”

**A motion is in order that the Bond Resolution pass and be Enrolled.**

**32. NEW BUSINESS**

- a) Communications
- b) Aldermen

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



**Public Service  
of New Hampshire**

**The Northeast Utilities System**

September 13, 2004

Office of the City Clerk  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101-2097

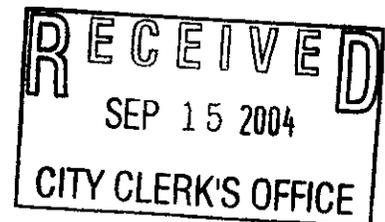
Enclosed for your review is pole license petition 11-1018, for poles located on Candia Road in the City of Manchester.

If approved, please have the License section signed by the proper authority. Keep the copy labeled "CITY" for your files, and return the remaining copies to me at the address below. All billing should be sent to this same address. If rejected, please return the documents to me with documentation as to why it was rejected so that I may notify our field personnel.

Appreciate your help in expediting this petition. Please give me a call if you have any questions. I can be reached at 634-3234.

Thank you,

Kerry O'Donnell  
Right of Way Department  
Public Service of New Hampshire  
PO Box 330  
Manchester, NH 03105-9989



Enclosure(s)

A

PETITION AND POLE LICENSE  
PETITION

*RSW*

Manchester, New Hampshire

August 17, 2004

To the Board of Selectman of the City of Manchester, New Hampshire.

PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND, INC., request a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

Re-license one (1) pole, 15/104YS, and license one (1) pole, 15/104YSPB, located on Candia Road in the City of Manchester.

VERIZON NEW ENGLAND, INC.

PUBLIC SERVICE OF NEW HAMPSHIRE

BY: *Mark White*

BY: *Kerry O'Donnell*  
Kerry O'Donnell, Right of Way

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This \_\_\_\_\_ day of \_\_\_\_\_, 2004, that, PUBLIC SERVICE OF NEW HAMPSHIRE AND VERIZON NEW ENGLAND, INC. be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked "PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND, INC." No. 11-1018, dated July 21, 2004, attached to and made a part hereof.

City of Manchester, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

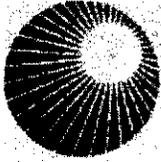
Received and entered in the records of the City of Manchester, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

*A*



**Public Service  
of New Hampshire**

**The Northeast Utilities System**

September 28, 2004

Office of the City Clerk  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101-2097

Enclosed for your review is pole license petition/2-189, for a pole located on  
Alsace Street in the City of Manchester.

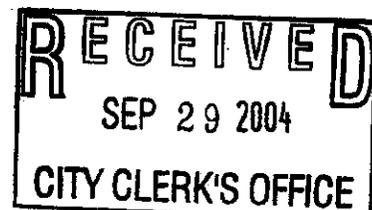
If approved, please have the License section signed by the proper authority. Keep  
the copy labeled "CITY" for your files, and return the remaining copies to me at  
the address below. All billing should be sent to this same address. If rejected,  
please return the documents to me with documentation as to why it was rejected so  
that I may notify our field personnel.

Appreciate your help in expediting this petition. Please give me a call if you have  
any questions. I can be reached at 634-3234.

Thank you,

Kerry O'Donnell  
Right of Way Department  
Public Service of New Hampshire  
PO Box 330  
Manchester, NH 03105-9989

Enclosure(s)



A

PETITION AND POLE LICENSE  
PETITION

12-189

RSW

Manchester, New Hampshire

September 20, 2004

To the Board of Selectman of the City of Manchester, New Hampshire.

PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND, INC., request a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one (1) pole, 341/2-1, located on Alsace Street, in the City of Manchester.

VERIZON NEW ENGLAND, INC.

PUBLIC SERVICE OF NEW HAMPSHIRE

BY: [Signature]

BY: [Signature]  
Kerry O'Donnell, Right of Way

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This \_\_\_\_\_ day of \_\_\_\_\_, 2004, that, PUBLIC SERVICE OF NEW HAMPSHIRE AND VERIZON NEW ENGLAND, INC. be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked "PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND, INC." No. 12-189, dated September 20, 2004, attached to and made a part hereof.

City of Manchester, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Received and entered in the records of the City of Manchester, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

A

Right Of Way Department  
Engineering



900 Elm Street Suite 1401D  
Manchester, NH 03101-2030

9AAR8Z

September 16, 2004

Mrs. Paula LeBlond-Kang  
Deputy City Clerk  
908 Elm Street  
Manchester, New Hampshire 03101

Dear Paula:

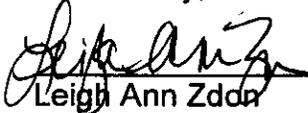
Enclosed are copies of our Petition and License.

The licensing of pole(s) and/or buried wire/conduit, in the City of Manchester,  
New Hampshire, as per attached.

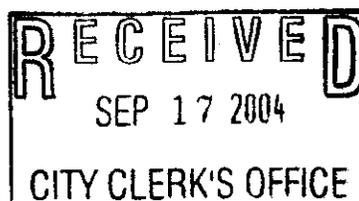
Will you kindly present the enclosed to the Alderman for their approval and signatures.  
Also, please fill in the date of licensing. It may then be recorded in the City Clerk's  
records and our recorded copy of same returned to this office. You may retain the  
remaining copy for your files.

If you have any questions concerning this license, please do not hesitate to call me at  
(603) 645-3318.

Yours Truly,

  
\_\_\_\_\_  
Leigh Ann Zddn  
Right-of-Way Department

laz  
enclosures



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Tel

9AAR8Z  
POLE LOCATION  
FORM NO. 1

August 26, 2004

In The Board of Mayor and Alderman  
of the City of Manchester, New Hampshire:

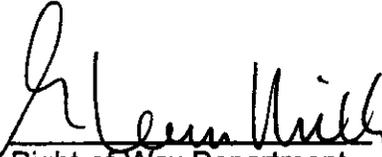
**VERIZON NEW ENGLAND INC  
&  
PUBLIC SERVICE OF NEW HAMPSHIRE**

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

The placing and licensing of 1 replacement pole (120R/27-2) on <sup>WEST</sup> ~~South~~ Hancock Street, in the City of Manchester, New Hampshire, as per attached.

cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon together with such strengthening and protecting fixtures as may be necessary, said underground conduits, poles and structures to be installed approximately in accordance with the plan filed herewith marked Verizon New England Inc. and Public Service of New Hampshire.

No: 9AAR8Z  
Dated: August 18, 2004  
Verizon New England, Inc.

By:   
Right-of-Way Department

Public Service of New Hampshire

By:   
Kerry O'Donnell/Right-of-Way Department

A

Right of Way Department  
Engineering



900 Elm Street Suite 1401D  
Manchester, NH 03101-2030

9AASNS

September 28, 2004

Mrs. Paula LeBlond-Kang  
Deputy City Clerk  
908 Elm Street  
Manchester, New Hampshire 03101

Dear Paula:

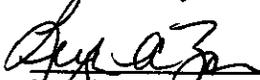
Enclosed are copies of our Petition and License.

The licensing of pole(s) and/or buried wire/conduit, in the City of Manchester,  
New Hampshire, as per attached.

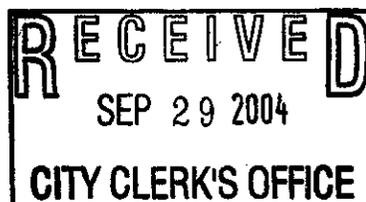
Will you kindly present the enclosed to the Alderman for their approval and signatures.  
Also, please fill in the date of licensing. It may then be recorded in the City Clerk's  
records and our recorded copy of same returned to this office. You may retain the  
remaining copy for your files.

If you have any questions concerning this license, please do not hesitate to call me at  
(603) 645-3318.

Yours Truly,

  
\_\_\_\_\_  
Leigh Ann Zdon  
Right-of-Way Department

laz  
enclosures



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Tel

9AASNS  
POLE LOCATION  
FORM NO. 1

September 17, 2004

In The Board of Mayor and Alderman  
of the City of Manchester, New Hampshire:

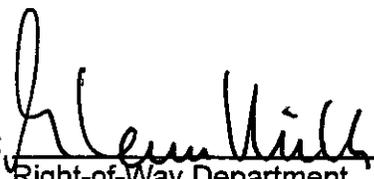
**VERIZON NEW ENGLAND INC**  
**&**  
**PUBLIC SERVICE OF NEW HAMPSHIRE**

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

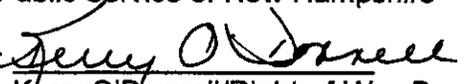
**The placing and licensing of 1 new pole (1321/7) on Tondreau Court, in the City of Manchester, New Hampshire, as per attached.**

cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon together with such strengthening and protecting fixtures as may be necessary, said underground conduits, poles and structures to be installed approximately in accordance with the plan filed herewith marked Verizon New England Inc. and Public Service of New Hampshire.

No: 9AASNS  
Dated: August 24, 2004  
Verizon New England, Inc.

By:   
Right-of-Way Department

Public Service of New Hampshire

By:   
Kerry O'Donnell/Right-of-Way Department



# CITY OF MANCHESTER

## Office of the City Clerk



**Leo R. Bernier**  
City Clerk

**Carol A. Johnson**  
Deputy City Clerk

**Paula L-Kang**  
Deputy Clerk  
Administrative Services

**Matthew Normand**  
Deputy Clerk  
Licensing & Facilities

**Patricia Piecuch**  
Deputy Clerk  
Financial Administration

### - MEMORANDUM -

To: Board of Mayor and Aldermen

From:  Leo R. Bernier  
City Clerk

Date: September 30, 2004

Re: Official Results

Enclosed please find the official results of the Referendum Retirement question which appeared on the September 14, 2004 State Primary Election ballot.

Enclosure



# OFFICIAL RESULTS

City of Manchester - September 14, 2004 - Retirement Question

RETIREMENT QUESTION	WARD 1	WARD 2	WARD 3	WARD 4	WARD 5	WARD 6	WARD 7	WARD 8	WARD 9	WARD 10	WARD 11	WARD 12	TOTAL
YES	965	615	399	411	353	603	434	547	570	508	292	462	6159
NO	451	227	141	181	142	265	233	285	277	275	173	225	2875
TOTALS	1416	842	540	592	495	868	667	832	847	783	465	687	9034

**MANCHESTER  
TRANSIT AUTHORITY**

110 ELM STREET, MANCHESTER, N.H. 03101-2799  
TELEPHONE: (603) 623-8801 • FAX: (603) 626-4512  
[www.mtabus.org](http://www.mtabus.org)



JOHN H. TRISCIANI, *CHAIR*  
DAVID F. JESPERSEN, *VICE CHAIR*  
EUGENE E. BOISVERT  
JULIE A. GUSTAFSON  
JOSEPH J. DESELLE

DAVID SMITH  
*EXECUTIVE DIRECTOR*

September 13, 2004

Mr. Leo Bernier, City Clerk  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

Dear Leo,

The MTA Commissioners held a Commission Meeting on Wednesday, September 8, 2004. Enclosed are the approved Minutes of our July 27, 2004 Commission Meeting, as well as the Financial and Ridership Reports for the month of July 2004.

The next scheduled Commission Meeting will be Tuesday, September 28, 2004 at 5:00 PM.

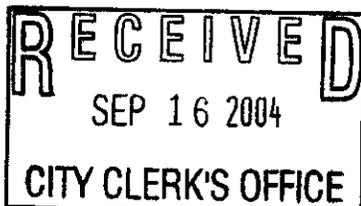
If you should have any questions, please feel free to contact me at extension 632.

Very truly yours,

David Smith  
Executive Director

DS:cr

Enclosures



*C*

**MANCHESTER  
TRANSIT AUTHORITY**

110 ELM STREET, MANCHESTER, N.H. 03101-2799  
TELEPHONE: (603) 823-8801 • FAX: (603) 826-4512  
[www.mtabus.org](http://www.mtabus.org)



JOHN H. TRISCIANI, CHAIR  
DAVID F. JESPERSEN, VICE CHAIR  
EUGENE E. BOISVERT  
JULIE A. GUSTAFSON  
JOSEPH J. DESELLE

DAVID SMITH  
EXECUTIVE DIRECTOR

Manchester Transit Authority

July 27, 2004 Commission Meeting

**MEMBERS PRESENT:**

Chairman John H. Trisciani  
Vice Chairman David F. Jespersen  
Commissioner Eugene E. Boisvert  
Commissioner Julie A. Gustafson  
Commissioner Joseph J. Deselle

**PERSONNEL PRESENT:**

David Smith, Executive Director  
William J. Cantwell, Supt. of Administration  
Paul Beauregard, Asst. Superintendent of Maintenance  
Karyn Porter, Operations Planning Manager  
Luis Gonzalez, Management Associate for First Transit

1. a. Chairman TRISCIANI called the meeting to order at 5:05 PM.  
SMITH introduced Luis Gonzalez who will be assisting PORTER and SMITH on a temporary basis while the Assistant Director's position is vacant.
- b. Minutes of June 29, 2004 Commission Meeting. BOISVERT made a motion to approve the Minutes of the June 29, 2004 Meeting as presented. Seconded by JESPERSEN. All Commissioners in favor.

MANAGEMENT REPORTS

2. a. Financial Report for June 2004. JESPERSEN made a motion to approve the Financial Report for June 2004. Seconded by DESELLE.  
CANTWELL reported the fiscal year is complete and both divisions (transit & school) did well for the year.  
Transit Operation: CANTWELL reported June's total revenue was under budget \$271 (-0.15%). Operating revenue was \$6,517 (39.63%) over budget. Farebox

income averaged \$3,910 per weekly deposit. Adult and senior passes are still showing an increase with handicapped tickets decreasing. Year-to-date revenue was \$82,887 behind budget. Expenses for June were \$25,459 more than budgeted (10.41%) due to the \$700 lump sum payment to full-time employees for the settlement of the Collective Bargaining Agreement ("CBA"). Year-to-date expenses are \$45,847 (-1.58%) under budget.

School Operation: Revenue for June was \$288,979; \$68,605 (31.13%) over budget. CANTWELL explained the billing process with the School District. A set amount is billed monthly and the final billing in June reflects contract changes made throughout the school year (i.e. late bus charges or buses added.) This year we added an additional bus for home/school work and two MST buses. Total expenses for the month were \$212,721, \$52,191 (32.51%) more than budgeted. The lump sum payments to school operators amounted to \$25,000 more in payroll for the month of June. Year-to-date the capital fund is \$281,757. CANTWELL transferred \$190,579 into the school capital fund account to replace five school buses.

BOISVERT asked what was the weekly intake prior to the new fareboxes. CANTWELL stated the deposits averaged \$2,300 per week. He said when fares were raised to \$1.00, collections increased \$700. Since the new fareboxes, the deposits are averaging \$3,900 per weekly deposit.

JESPERSEN asked if the State was reimbursing MTA for Air Action Quality Days. SMITH replied we have signed onto the grant program with the EPA and

explained how income reimbursement was calculated. CANTWELL said we will receive one check in late fall.

There were no questions/comments on the Balance Sheet.

The Income Statement was reviewed with BOISVERT questioning no rental income from the Manchester Transportation Center. SMITH explained the lease with Concord Trailways expired in April. Mr. Harry Blunt, owner of Concord Trailways, requested a meeting with the Mayor prior to extending the lease. He wanted to discuss Concord Trailways' needs for parking before the City enters the planning stages of building another transportation facility. He stated if they were planning to do the same type of terminal that he is now renting he would inform them he is not interested in participating. BOISVERT commented on the decrease in overtime. TRISCIANI was pleased to see it under \$10,000, but wants to see even more of a decrease.

The Aged Trial Balance was reviewed. CANTWELL explained on June 30<sup>th</sup> the receivables were \$122,000 and as of this date they are down to \$25,000; \$1,000 is over 60 days.

All Commissioners in favor of approving Financial Report.

- b. **Ridership/Transit Report for June 2004.** PORTER thanked the Board for allowing her the opportunity to fill the Assistant Director's position on an interim basis. She reported on ridership stating the Airport counts are inaccurate and will change the tabbing procedure next month to reflect the full days' ridership, not break up into am/pm. The CCT route has data collection problems as well, and she will devise a way to get corrected numbers on that route. PORTER reported

overall ridership is up 12% as compared to this time last year. There was discussion about the Vista Shuttle numbers. SMITH stated in order to be consistent we are now counting the boardings. CANTWELL asked if the drivers could use the fareboxes to count shopping shuttle passengers, a similar procedure to Air Action Quality Days. JESPERSEN agreed stating when we approach a store for more money; it will be favorable to have that report available.

TRISCIANI commented on the increase in StepSaver ridership. SMITH said they understand the data collection process better. The paratransit program was purchased to accurately report NTD data, but does not produce all the necessary data for that report.

- c. **School Report for June 2004.** PORTER reported on the month of June's activities stating it was a very good month. She discussed some of the safety meetings conducted by Trainer/Safety Supervisor William Rogers throughout the year. She informed the Board we ended the school year with 71 school bus operators and she is anticipating nearly all will return in the fall.

JESPERSEN inquired about the status of the collections processes for training reimbursement. SMITH said our attorney is on vacation, but will get in touch with him when he returns. SMITH said the turnover in school bus operators this year was minimal compared to last year. He said it was a good school year.

- d. **Maintenance Report for June 2004.** BEAUREGARD reported mileage was typical, inspections on target, and two buses were towed. The contract with the Highway Department for fuel expired June 30<sup>th</sup>. He stated we purchased fuel this month and paid \$1.34 per gallon for gasoline, and \$1.17 for diesel. We have

reverted back to calling several vendors, including the State's vendor, for pricing prior to delivery. Right now Burke Oil has been the lowest vendor. SMITH said last year, purchasing fuel through the City, we paid 90 cents for diesel and 91 cents for gas all year. He said not many companies are offering long-term contracts at this time and the City decided not to enter into a contract until the prices begin to stabilize. The City is purchasing through the State's purchasing agreement with Muncie. BEAUREGARD reported there were no on the job injuries and eleven hours in overtime.

### NEW BUSINESS

- 3 a. FY 2005 Goals and Objectives. SMITH explained David Lee from First Transit would be here to assist with the 2005 goals and objectives recommended by the Board and staff. SMITH said some of the goals are a continuation of several on-going projects such as improving StepSaver service and focusing on ridership development. TRISCIANI suggested adding a Street Supervisor to assist the drivers. GUSTAFSON feels reevaluating staff and reviewing overtime requests is appropriate to better understand and analyze why there is overtime. SMITH explained one of the keys to moving forward is with the State's planning grant. He would like the Chair and Vice Chair to meet with David Lee. JESPERSEN stated he would be unable to attend this meeting and requested BOISVERT replace him. BOISVERT stated he is available. Remaining Board members agreed allowing BOISVERT to sit in and requested SMITH bring back recommendations for review. JESPERSEN stated he would have a list of items ready for that meeting.

At this time JESPERSEN brought up topics he wanted Staff address as soon as practical. 1) Clearing old advertisements, public service announcements, and outdated information from the inside the buses and feels someone from staff should be designated to go out on the buses and periodically update the signs. 2) JESPERSEN would like to see signs made up in several languages on how to use the bus system. 3) JESPERSEN would like to see drivers involved with where to place the new bus stop signs since they know where the people get on and off. SMITH stated the signs have to be place in locations that are accessible for wheelchair passengers so they are being careful about where to install them. TRISCIANI asked if the Traffic Department is involved since they know the codes and what height the signs should be. SMITH said he has had a couple of meetings with Tom Lollicata. 4) JESPERSEN talked about the complaint log and asked if it is being maintained when calls are received. PORTER explained the Transportation Secretary inputs the complaints received by the Dispatcher into the computer. When the complaint is received PORTER follows through. JESPERSEN asked if it would be appropriate for the Dispatchers to log the complaints directly into the computer. SMITH said more efficient for dispatchers to do on paper. TRISCIANI feels the complaints should go to the front office. 5) JESPERSEN commented on the telephone system and recommended dispatch calls go through the front office. Whenever he calls dispatch he is automatically "dumped" into voice mail. He wants dispatch calls to be redirected to another department. 6) JESPERSEN feels transit operators should have sensitivity training on disability awareness. Part of that training should be on properly tying down a

wheelchair. He would like to see our tie down equipment upgraded. Part of that training should involve drivers being transported in a wheelchair while someone else is driving. 7) Our Web page needs work. PORTER explained that is being worked on.

- b. **Status of Assistant Director's Position.** SMITH stated First Transit has put out word through internal network and outside applicants; he has two individuals who submitted their resumes through the network, but he doesn't feel either is qualified. They do have qualified individuals for the Operations Planning Managers' position, but will not interview until the Assistant Executive Director's position is filled.

#### **TABLED ITEM**

4. a. **Operating and Capital Grant Applications.** BOISVERT made a motion to remove this item from the table. Seconded by JESPERSEN. All Commissioners in favor. SMITH explained the Board approved the operating grant application stating it was a routine application based on our budget. CANTWELL submitted a draft capital grant application to the FTA so they could see what we were applying for. This grant is based on our TIP submission and approved every other year by SNHPC. The FTA looked at the list of projects and informed CANTWELL they can't approve the projects because they are not in the State's TIP. We made the Program of Projects input to SNHPC in March 2003 for the FY 2005-2007 Transportation Improvement Program, which the SNHPC only passed today, July 27<sup>th</sup>. The local TIP will be in the State's program effective October 2004. We will apply for the projects in the 2003/2005 program (one bus

and computer upgrade) and when October 2004 comes around will apply for two more buses, vans, and the radio system. CANTWELL explained this doesn't stop us from moving forward, just getting reimbursed immediately. We will be reimbursed in October. SMITH said the State is preparing a five-year plan and is programming \$90,000 (10% share of vehicles for 2005 and 2006) for the MTA. These funds will be contingent on whether Governor and Council forward them to the Legislature in the Governor's budget.

### **OLD BUSINESS**

5. a. **Financial Management Oversight Review Update.** SMITH reported the consultants have submitted their draft report and we have responded. We addressed improvements we will make, but they want us to respond that improvements have been made. CANTWELL stated most of issues were related to insufficient staffing, there are not enough levels of review.
- b. **Capital Project Update.** SMITH brought the board up-to-date on capital projects. Production of the two transit buses is on track. They go on line August 31<sup>st</sup> and will be shipped to Oriskany, New York in mid-September and at our facility by Thanksgiving or early December. SMITH said Federal requirements mandate an inspector be present during construction when a property purchases over ten buses. They do not require an inspection for two buses. First Transit will be inspecting a run of buses for Toronto and can probably inspect our buses in the beginning stages since someone will be at the factory. He will have First Transit furnish a proposal to periodically inspect our two buses and will present to the Board at the next meeting.

Window film is being installed at the transportation center. This will control heat gain and loss. He will be receiving a proposal from Door Control, Inc. for door replacement in the bus loading area. The other projects remaining at the terminal are the floor proposal and replacing outside tiles.

PORTER and GONZALEZ are working on the bus sign project.

SMITH reported there are only two GasBoy vendors. Only one vendor has submitted a proposal for the GasBoy controller replacement. We will be contacting them to amend the software proposal.

### NON-PUBLIC SESSION

6. a. Non-Public Session per RSA 91-A:3, II. (e). At 7:00 PM BOISVERT made a motion to go into Non-Public Session per RSA 91-A:3, II. (e). Seconded by JESPERSEN. Roll call was taken with all Commissioners in favor. At 7:33 PM, on a motion by JESPERSEN, seconded by DESELLE, with all Commissioners in favor, Non-Public Session adjourned. TRISCIANI explained two motions were made during this session. BOISVERT made a motion, seconded by JESPERSEN, to accept management's proposal on health/dental insurance and salary benefits for non-affiliated employees. A roll call was taken with all Commissioners in favor. BOISVERT made a motion, seconded by GUSTAFSON, to promote Karyn Porter to Assistant Executive Director. A roll call was taken with all Commissioners in favor.

### OTHER BUSINESS

7. a. Jac-Pac. SMITH discussed the recent article in the Union Leader regarding the sale of Jac Pac. He explained we have been aware of what the City is planning to

do but have not been included in the planning stages. SMITH said the City needs to know our concerns and what we require if we have to move. He explained a space-needs study was performed regarding the consolidation of the MTA and Highway Department. The two operations were not compatible in use of parking area. He is keeping FTA apprised of the situation since they are 80% owner. As far as the FTA is concerned the City must duplicate the investment if it requires the MTA property for development. SMITH will keep the Board informed.

- b. PORTER explained the approved private schools ("Catholic schools") have a different school calendar than public schools. She made the Board aware that school bus operators who pick an approved private school will be working according to the Catholic schools' schedule. In the past when public schools were closed, we did not service the private schools. We only serviced private school when public schools are in session. She explained a meeting for the school bus operators would be held on Friday, August 13<sup>th</sup> to explain this new work schedule and the VersaTrans scheduling. The new pick for school operators will begin on August 16<sup>th</sup>.

- c. **Date for Next Meeting.** Tuesday, August 31, 2004 at 5:00 PM

With no further business to come before the Board, GUSTAFSON made a motion to adjourn the meeting at 7:40 PM. Seconded by DESELLE. All Commissioners in favor.



Transit

July 2004

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MANCHESTER TRANSIT AUTHORITY  
 INCOME STATEMENT TRANSIT  
 JULY 01, 2004 - JULY 31, 2004  
 REPORT # 002 VERSION # 000198 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
<b>FAREBOX REVENUE</b>										
4010 FAREBOX	14,668.99	6.3	15,000.00	6.3	14,668.99	6.3	15,000.00	6.3	331.01-	2.2-
4011 TICKETS - ADULTS	1,949.50	0.8	1,850.00	0.7	1,949.50	0.8	1,850.00	0.7	99.50	5.3
4012 TICKETS - SENIORS	1,140.00	0.5	800.00	0.3	1,140.00	0.5	800.00	0.3	340.00	42.5
4013 TICKETS - STUDENTS	67.50	0.0	0.00	0.0	67.50	0.0	0.00	0.0	67.50	100.0
4014 MONTHLY FULL FARE	660.00	0.2	1,500.00	0.6	660.00	0.2	1,500.00	0.6	840.00-	56.0-
4015 HANDICAPPED FEES	292.00	0.1	1,500.00	0.6	292.00	0.1	1,500.00	0.6	1,208.00-	80.5-
4058 MONTHLY HALF FARE	1,137.50	0.4	1,450.00	0.6	1,137.50	0.4	1,450.00	0.6	312.50-	21.5-
<b>TOTAL FAREBOX &amp; TICKETS</b>	<b>19,915.49</b>	<b>8.6</b>	<b>22,100.00</b>	<b>9.2</b>	<b>19,915.49</b>	<b>8.6</b>	<b>22,100.00</b>	<b>9.2</b>	<b>2,184.51-</b>	<b>9.8-</b>
<b>TRANSIT CHARTER</b>										
4050 SPECIAL FARE	1,417.50	0.6	1,500.00	0.6	1,417.50	0.6	1,500.00	0.6	82.50-	5.5-
<b>TOTAL SPECIAL FARES</b>	<b>1,417.50</b>	<b>0.6</b>	<b>1,500.00</b>	<b>0.6</b>	<b>1,417.50</b>	<b>0.6</b>	<b>1,500.00</b>	<b>0.6</b>	<b>82.50-</b>	<b>5.5-</b>
<b>OTHER INCOME</b>										
4039 SALE FUELS CITY	19,315.99	8.4	14,438.00	6.0	19,315.99	8.4	14,438.00	6.0	4,877.99	33.7
4056 RENT BUS TERMINAL	0.00	0.0	1,600.00	0.6	0.00	0.0	1,600.00	0.6	1,600.00-	100.0-
4060 ADVERTISING SERVICES	5,815.50	2.5	5,000.00	2.1	5,815.50	2.5	5,000.00	2.1	815.50	16.3
4070 SALES MAINT. SERVICE	306.73	0.1	2,500.00	1.0	306.73	0.1	2,500.00	1.0	2,193.27-	87.7-
4072 INTEREST INCOME	679.36	0.3	300.00	0.1	679.36	0.3	300.00	0.1	379.36	126.4
4073 MISCELLANEOUS	0.00	0.0	25.00	0.0	0.00	0.0	25.00	0.0	25.00-	100.0-
4075 SENIOR PICTURES	22.00	0.0	25.00	0.0	22.00	0.0	25.00	0.0	3.00-	12.0-
<b>TOTAL OTHER REVENUE</b>	<b>26,139.58</b>	<b>11.3</b>	<b>23,888.00</b>	<b>10.0</b>	<b>26,139.58</b>	<b>11.3</b>	<b>23,888.00</b>	<b>10.0</b>	<b>2,251.58</b>	<b>9.4</b>
<b>TOTAL OPERATION REVENUE</b>	<b>47,472.57</b>	<b>20.6</b>	<b>47,488.00</b>	<b>19.9</b>	<b>47,472.57</b>	<b>20.6</b>	<b>47,488.00</b>	<b>19.9</b>	<b>15.43-</b>	<b>0.0</b>
<b>ASSISTANCE</b>										
4090 OPER. ASST. C. OF M.	84,315.42	36.6	85,791.00	36.0	84,315.42	36.6	85,791.00	36.0	1,475.58-	1.7-
4091 OPER. ASST. BEDFORD	3,300.00	1.4	3,300.00	1.3	3,300.00	1.4	3,300.00	1.3	0.00	0.0
4130 OPER. ASST., SEC. 9	94,885.00	41.2	101,591.00	42.6	94,885.00	41.2	101,591.00	42.6	6,706.00-	6.6-
<b>TOTAL ASSISTANCE</b>	<b>182,500.42</b>	<b>79.3</b>	<b>190,682.00</b>	<b>80.0</b>	<b>182,500.42</b>	<b>79.3</b>	<b>190,682.00</b>	<b>80.0</b>	<b>8,181.58-</b>	<b>4.2-</b>
<b>TOTAL REVENUES</b>	<b>229,972.99</b>	<b>100.0</b>	<b>238,170.00</b>	<b>100.0</b>	<b>229,972.99</b>	<b>100.0</b>	<b>238,170.00</b>	<b>100.0</b>	<b>8,197.01-</b>	<b>3.4-</b>
<b>EXPENSES</b>										
<b>LABOR</b>										
5010 OPERATORS WAGES	63,805.78	25.1	61,883.00	23.3	63,805.78	25.1	61,883.00	23.3	1,922.78	3.1
5011 OPERATORS WAGES E&H	7,183.38	2.8	9,246.00	3.4	7,183.38	2.8	9,246.00	3.4	2,062.62-	22.3-
5110 OPERATORS O.T. WAGES	7,755.87	3.0	6,148.00	2.3	7,755.87	3.0	6,148.00	2.3	1,607.87	26.1
5110 OPERATOR O.T. E&H	3.65	0.0	62.00	0.0	3.65	0.0	62.00	0.0	58.35-	94.1-
5013 MECHANICS WAGES	7,105.26	2.8	13,472.00	5.0	7,105.26	2.8	13,472.00	5.0	6,366.74-	47.2-
5017 TRANS ADMIN WAGES	2,717.10	1.0	7,120.00	2.6	2,717.10	1.0	7,120.00	2.6	4,402.90-	61.8-
5018 WAGES MAINT. ADMIN	3,088.75	1.2	3,461.00	1.3	3,088.75	1.2	3,461.00	1.3	372.25-	10.7-
5019 WAGES OFFICE ADMIN	6,209.31	2.4	5,515.00	2.0	6,209.31	2.4	5,515.00	2.0	694.31	12.5
5117 WAGES TRANSP O.T.	3,161.16	1.2	249.00	0.0	3,161.16	1.2	249.00	0.0	2,912.16	*****
5119 WAGES OFFICE O.T.	58.03	0.0	80.00	0.0	58.03	0.0	80.00	0.0	21.97-	27.4-
6003 PAYROLL TRANSACTION	75.00	0.0	0.00	0.0	75.00	0.0	0.00	0.0	75.00	100.0
<b>TOTAL LABOR</b>	<b>101,163.29</b>	<b>39.8</b>	<b>107,236.00</b>	<b>40.5</b>	<b>101,163.29</b>	<b>39.8</b>	<b>107,236.00</b>	<b>40.5</b>	<b>6,072.71-</b>	<b>5.6-</b>

INCOME STATEMENT TRANSIT

JULY 01, 2004 - JULY 31, 2004

REPORT # 002 VERSION # 000198 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
<b>FRINGE BENEFITS</b>										
5004 TRANS ADM SICK WAGES	134.40	0.0	166.00	0.0	134.40	0.0	166.00	0.0	31.60-	19.0-
5005 TRANS ADM VAC WAGES	1,253.22	0.4	908.00	0.3	1,253.22	0.4	908.00	0.3	345.22	38.0
5006 TRANS ADM HOL WAGES	646.48	0.2	555.00	0.2	646.48	0.2	555.00	0.2	91.48	16.4
5007 MAINT ADM SICK WAGES	0.00	0.0	84.00	0.0	0.00	0.0	84.00	0.0	84.00-	100.0-
5008 MAINT ADM VAC WAGES	875.92	0.3	281.00	0.1	875.92	0.3	281.00	0.1	594.92	211.7
5009 MAINT ADM HOL WAGES	327.60	0.1	366.00	0.1	327.60	0.1	366.00	0.1	38.40-	10.4-
5014 OFFICE VAC WAGES	54.01	0.0	635.00	0.2	54.01	0.0	635.00	0.2	580.99-	91.4-
5015 OFFICE HOLIDAY WAGES	476.16	0.1	413.00	0.1	476.16	0.1	413.00	0.1	63.16	15.2
5016 OFFICE SICK WAGES	0.00	0.0	124.00	0.0	0.00	0.0	124.00	0.0	124.00-	100.0-
5021 F.I.C.A.	14,676.49	5.7	10,214.00	3.8	14,676.49	5.7	10,214.00	3.8	4,462.49	43.6
5022 N.H. UNEMPLOYMENT	470.00	0.1	492.00	0.1	470.00	0.1	492.00	0.1	22.00-	4.4-
5023 PENSION	6,224.00	2.4	6,110.00	2.3	6,224.00	2.4	6,110.00	2.3	114.00	1.8
5024 HEALTH INSURANCE	29,874.18	11.7	32,269.00	12.1	29,874.18	11.7	32,269.00	12.1	2,394.82-	7.4-
5026 LIFE INSURANCE	533.28	0.2	663.00	0.2	533.28	0.2	663.00	0.2	129.72-	19.5-
5027 WORKER'S COMP	3,970.83	1.5	4,545.00	1.7	3,970.83	1.5	4,545.00	1.7	574.17-	12.6-
5028 OPERATORS SICK PAY	2,489.00	0.9	2,555.00	0.9	2,489.00	0.9	2,555.00	0.9	66.00-	2.5-
5034 OPERATORS VACATION	4,612.20	1.8	4,563.00	1.7	4,612.20	1.8	4,563.00	1.7	49.20	1.0
5031 OPERATORS HOLIDAY	6,769.27	2.6	3,407.00	1.2	6,769.27	2.6	3,407.00	1.2	3,362.27	98.6
5029 MECHANICS SICK PAY	0.00	0.0	96.00	0.0	0.00	0.0	96.00	0.0	96.00-	100.0-
5035 MECHANICS VACATION	1,817.44	0.7	1,605.00	0.6	1,817.44	0.7	1,605.00	0.6	212.44	13.2
5032 MECHANICS HOLIDAY	1,151.36	0.4	1,156.00	0.4	1,151.36	0.4	1,156.00	0.4	4.64-	0.4-
5037 OPER UNIFORM ALLOW	254.79	0.1	756.00	0.2	254.79	0.1	756.00	0.2	501.21-	66.3-
5038 MAINT UNIFORM ALLOW	322.28	0.1	504.00	0.1	322.28	0.1	504.00	0.1	181.72-	36.0-
5120 MAINT TOOL ALLOWANCE	368.00	0.1	108.00	0.0	368.00	0.1	108.00	0.0	260.00	240.7
5095 OP/MECH FRINGE RATE	5,657.35-	2.2-	6,560.00-	2.4-	5,657.35-	2.2-	6,560.00-	2.4-	902.65	13.7
6006 FRINGE BENEFITS	4,992.57-	1.9-	6,260.00-	2.3-	4,992.57-	1.9-	6,260.00-	2.3-	1,267.43	20.2
<b>TOTAL FRINGE BENEFIT</b>	<b>66,650.99</b>	<b>26.2</b>	<b>59,755.00</b>	<b>22.5</b>	<b>66,650.99</b>	<b>26.2</b>	<b>59,755.00</b>	<b>22.5</b>	<b>6,895.99</b>	<b>11.5</b>
<b>SERVICES</b>										
5039 MGMNT/CONSULTANT FEE	13,708.67	5.4	11,875.00	4.4	13,708.67	5.4	11,875.00	4.4	1,833.67	15.4
5041 COMMISSIONERS EXP	83.33	0.0	83.00	0.0	83.33	0.0	83.00	0.0	0.33	0.4
5042 OUTSIDE ADVERTISING	104.00	0.0	250.00	0.0	104.00	0.0	250.00	0.0	146.00-	58.4-
5043 LEGAL EXPENSES	0.00	0.0	625.00	0.2	0.00	0.0	625.00	0.2	625.00-	100.0-
5045 SERVICE BUREAU	825.18	0.3	1,000.00	0.3	825.18	0.3	1,000.00	0.3	174.82-	17.4-
5046 SECURITY SERVICE	0.00	0.0	47.00	0.0	0.00	0.0	47.00	0.0	47.00-	100.0-
5047 REPAIRS BLG & GRNDS	1,260.86	0.5	1,188.00	0.4	1,260.86	0.5	1,188.00	0.4	72.86	6.1
5048 REPAIRS SHOP EQUIP.	0.00	0.0	214.00	0.0	0.00	0.0	214.00	0.0	214.00-	100.0-
5049 REPAIRS OFFICE EQUIP	15.60	0.0	173.00	0.0	15.60	0.0	173.00	0.0	157.40-	90.9-
5050 REPAIRS - RADIOS	0.00	0.0	83.00	0.0	0.00	0.0	83.00	0.0	83.00-	100.0-
5051 JANITORIAL SERVICES	473.74	0.1	625.00	0.2	473.74	0.1	625.00	0.2	151.26-	24.2-
5052 JANITORIAL SUPPLIES	2.77	0.0	31.00	0.0	2.77	0.0	31.00	0.0	28.23-	91.0-
5081 PRE-EMPLOY MED. EXAM	0.00	0.0	83.00	0.0	0.00	0.0	83.00	0.0	83.00-	100.0-
5100 DRUG & ALCOHOL TESTS	210.00	0.0	333.00	0.1	210.00	0.0	333.00	0.1	123.00-	36.9-
<b>TOTAL SERVICES</b>	<b>16,684.15</b>	<b>6.5</b>	<b>16,610.00</b>	<b>6.2</b>	<b>16,684.15</b>	<b>6.5</b>	<b>16,610.00</b>	<b>6.2</b>	<b>74.15</b>	<b>0.4</b>
<b>MATERIAL &amp; SUPPLIES</b>										
5001 PURCHASES DISCOUNTS	319.25-	0.1-	250.00-	0.0	319.25-	0.1-	250.00-	0.0	69.25-	27.7-
5053 FUELS CITY DEPTS	13,713.96	5.4	13,750.00	5.2	13,713.96	5.4	13,750.00	5.2	36.04-	0.2-
5055 GASOLINE OPERATIONS	158.90	0.0	42.00	0.0	158.90	0.0	42.00	0.0	116.90	278.3



MANCHESTER TRANSIT AUTHORITY  
 INCOME STATEMENT TRANSIT  
 JULY 01, 2004 - JULY 31, 2004  
 REPORT # 002 VERSION # 000198 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
5056 GASOLINE SUPPORT VEH	32.28	0.0	42.00	0.0	32.28	0.0	42.00	0.0	9.72-	23.1-
5057 DIESEL OPERATIONS	9,040.31	3.5	10,564.00	3.9	9,040.31	3.5	10,564.00	3.9	1,523.69-	14.4-
5058 OIL & GREASE	137.37	0.0	323.00	0.1	137.37	0.0	323.00	0.1	185.63-	57.4-
5060 TIRES	573.64	0.2	1,236.00	0.4	573.64	0.2	1,236.00	0.4	662.36-	53.5-
5061 TRANS.-MISC.	232.12	0.0	167.00	0.0	232.12	0.0	167.00	0.0	65.12	38.9
5062 TRANS. SCHED/TKTS	0.00	0.0	417.00	0.1	0.00	0.0	417.00	0.1	417.00-	100.0-
5063 MAINTENANCE PARTS	2,192.06	0.8	10,251.00	3.8	2,192.06	0.8	10,251.00	3.8	8,058.94-	78.6-
5065 MAINTENANCE SUPPLIES	481.27	0.1	639.00	0.2	481.27	0.1	639.00	0.2	157.73-	24.6-
5066 OFFICE SUPPLIES	1,079.70	0.4	1,083.00	0.4	1,079.70	0.4	1,083.00	0.4	3.30-	0.3-
5067 MISC. OFFICE SUPPLIE	91.20	0.0	173.00	0.0	91.20	0.0	173.00	0.0	81.80-	47.2-
5093 ANTI-FREEZE EXP	15.03	0.0	87.00	0.0	15.03	0.0	87.00	0.0	71.97-	82.7-
5098 HAZARDOUS MATERIALS	0.00	0.0	98.00	0.0	0.00	0.0	98.00	0.0	98.00-	100.0-
5099 BODY SHOP SUPPLIES	49.03	0.0	98.00	0.0	49.03	0.0	98.00	0.0	48.97-	49.9-
6005 OUTSIDE PARTS/LABOR	24.00	0.0	42.00	0.0	24.00	0.0	42.00	0.0	18.00-	42.8-
<b>TOTAL MATERIAL &amp; SUPPLIES</b>	<b>27,501.62</b>	<b>10.8</b>	<b>38,762.00</b>	<b>14.6</b>	<b>27,501.62</b>	<b>10.8</b>	<b>38,762.00</b>	<b>14.6</b>	<b>11,260.38-</b>	<b>29.0-</b>
<b>UTILITIES</b>										
5068 NATURAL GAS	416.75	0.1	140.00	0.0	416.75	0.1	140.00	0.0	276.75	197.6
5069 TELEPHONE	669.24	0.2	594.00	0.2	669.24	0.2	594.00	0.2	75.24	12.6
5070 ELECTRICITY	1,540.68	0.6	1,853.00	0.7	1,540.68	0.6	1,853.00	0.7	312.32-	16.8-
5071 WATER	127.37	0.0	124.00	0.0	127.37	0.0	124.00	0.0	3.37	2.7
<b>TOTAL UTILITIES</b>	<b>2,754.04</b>	<b>1.0</b>	<b>2,711.00</b>	<b>1.0</b>	<b>2,754.04</b>	<b>1.0</b>	<b>2,711.00</b>	<b>1.0</b>	<b>43.04</b>	<b>1.5</b>
<b>INSURANCE</b>										
5072 PUBLIC LIABILITY INS	8,830.00	3.4	8,819.00	3.3	8,830.00	3.4	8,819.00	3.3	11.00	0.1
5074 OTHER LIABILITY INS	1,122.00	0.4	1,145.00	0.4	1,122.00	0.4	1,145.00	0.4	23.00-	2.0-
<b>TOTAL INSURANCE</b>	<b>9,952.00</b>	<b>3.9</b>	<b>9,964.00</b>	<b>3.7</b>	<b>9,952.00</b>	<b>3.9</b>	<b>9,964.00</b>	<b>3.7</b>	<b>12.00-</b>	<b>0.1-</b>
<b>OTHER EXPENSES</b>										
5064 REPAIRS CITY TERMINL	0.00	0.0	250.00	0.0	0.00	0.0	250.00	0.0	250.00-	100.0-
5076 OPERATORS LICENSES	0.00	0.0	25.00	0.0	0.00	0.0	25.00	0.0	25.00-	100.0-
5078 DUES & MEMBERSHIP	0.00	0.0	83.00	0.0	0.00	0.0	83.00	0.0	83.00-	100.0-
5079 TRAINING & MEETINGS	35.00	0.0	83.00	0.0	35.00	0.0	83.00	0.0	48.00-	57.8-
5094 GRIEVANCE EXPENSE	0.00	0.0	38.00	0.0	0.00	0.0	38.00	0.0	38.00-	100.0-
5097 DEPRECIATION EXPENSE	29,157.75	11.4	29,158.00	11.0	29,157.75	11.4	29,158.00	11.0	0.25-	0.0
<b>TOTAL OTHER EXPENSES</b>	<b>29,192.75</b>	<b>11.5</b>	<b>29,637.00</b>	<b>11.2</b>	<b>29,192.75</b>	<b>11.5</b>	<b>29,637.00</b>	<b>11.2</b>	<b>444.25-</b>	<b>1.5-</b>
<b>TOTAL EXPENSES</b>	<b>253,898.84</b>	<b>100.0</b>	<b>264,675.00</b>	<b>100.0</b>	<b>253,898.84</b>	<b>100.0</b>	<b>264,675.00</b>	<b>100.0</b>	<b>10,776.16-</b>	<b>4.0-</b>
<b>NET INCOME (LOSS)</b>	<b>23,925.85-</b>	<b>9.4-</b>	<b>26,505.00-</b>	<b>10.0-</b>	<b>23,925.85-</b>	<b>9.4-</b>	<b>26,505.00-</b>	<b>10.0-</b>	<b>2,579.15</b>	<b>9.7</b>





School

July 2004

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MANCHESTER TRANSIT AUTHORITY  
 INCOME STATEMENT SCHOOL  
 JULY 01, 2004 - JULY 31, 2004  
 REPORT # 003 VERSION # 000005 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
<b>STUDENT TRANSPORTATION</b>										
TOTAL STUDENT TRANSPRTN	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	*****
<b>SCHOOL CHARTERS</b>										
4073 MISCELLANEOUS OTHER	449.60	10.2	0.00	0.0	449.60	10.2	0.00	0.0	449.60	100.0
4081 CHARTER "FIELDTRIPS"	3,665.50	83.8	4,000.00	97.5	3,665.50	83.8	4,000.00	97.5	334.50-	8.3-
TOTAL SCHOOL CHARTERS	4,115.10	94.1	4,000.00	97.5	4,115.10	94.1	4,000.00	97.5	115.10	2.8
INTEREST INCOME	255.26	5.8	100.00	2.4	255.26	5.8	100.00	2.4	155.26	155.2
TOTAL SCHOOL REVENUES	4,370.36	100.0	4,100.00	100.0	4,370.36	100.0	4,100.00	100.0	270.36	6.5
<b>EXPENSES</b>										
<b>LABOR</b>										
5010 PART-TIMER OP WAGES	8,670.37	7.5	9,226.00	8.0	8,670.37	7.5	9,226.00	8.0	555.63-	6.0-
5110 OPERATORS O.T. WAGES	200.17	0.1	428.00	0.3	200.17	0.1	428.00	0.3	227.83-	53.2-
5013 WAGES MECHANICS	8,911.54	7.7	9,362.00	8.1	8,911.54	7.7	9,362.00	8.1	450.46-	4.8-
5017 WAGES TRANS ADMIN	5,180.78	4.4	6,087.00	5.3	5,180.78	4.4	6,087.00	5.3	906.22-	14.8-
5018 WAGES MAINT. ADMIN	2,778.35	2.4	3,202.00	2.7	2,778.35	2.4	3,202.00	2.7	423.65-	13.2-
5019 WAGES ADMINISTRATION	3,386.01	2.9	4,192.00	3.6	3,386.01	2.9	4,192.00	3.6	805.99-	19.2-
6003 PAYROLL TRANSACTION	123.35	0.1	0.00	0.0	123.35	0.1	0.00	0.0	123.35	100.0
TOTAL LABOR EXPENSES	29,250.57	25.3	32,497.00	28.2	29,250.57	25.3	32,497.00	28.2	3,246.43-	9.9-
<b>FRINGE BENEFITS</b>										
5021 FICA EXPENSE	4,252.97	3.6	1,770.00	1.5	4,252.97	3.6	1,770.00	1.5	2,482.97	140.2
5024 HEALTH INSURANCE	158.79	0.1	0.00	0.0	158.79	0.1	0.00	0.0	158.79	100.0
5027 WORKER'S COMP	2,664.00	2.3	364.00	0.3	2,664.00	2.3	364.00	0.3	2,300.00	631.8
5037 OPER UNIFORMS ALLOW	0.00	0.0	329.00	0.2	0.00	0.0	329.00	0.2	329.00-	100.0-
5120 MAINT TOOL ALLOW	332.00	0.2	0.00	0.0	332.00	0.2	0.00	0.0	332.00	100.0
5095 OP/MECH FRINGE RATE	5,657.35	4.9	6,560.00	5.7	5,657.35	4.9	6,560.00	5.7	902.65-	13.7-
6006 FRINGE BENEFITS	4,992.57	4.3	6,260.00	5.4	4,992.57	4.3	6,260.00	5.4	1,267.43-	20.2-
TOTAL FRINGES	18,057.68	15.6	15,283.00	13.3	18,057.68	15.6	15,283.00	13.3	2,774.68	18.1
<b>SERVICES</b>										
5039 CONSULTANT FEES	13,708.66	11.8	11,875.00	10.3	13,708.66	11.8	11,875.00	10.3	1,833.66	15.4
5041 COMMISSIONERS EXPENSE	83.33	0.0	83.00	0.0	83.33	0.0	83.00	0.0	0.33	0.4
5042 OUTSIDE ADVERTISING	0.00	0.0	1,000.00	0.8	0.00	0.0	1,000.00	0.8	1,000.00-	100.0-
5043 LEGAL EXPENSES	0.00	0.0	208.00	0.1	0.00	0.0	208.00	0.1	208.00-	100.0-
5045 SERVICE BUREAU	1,715.40	1.4	1,500.00	1.3	1,715.40	1.4	1,500.00	1.3	215.40	14.3
5046 SECURITY SERVICE	0.00	0.0	70.00	0.0	0.00	0.0	70.00	0.0	70.00-	100.0-
5047 REPAIRS BLDG & GRNDS	417.77	0.3	896.00	0.7	417.77	0.3	896.00	0.7	478.23-	53.3-
5048 REPAIRS SHOP EQUIP.	0.00	0.0	161.00	0.1	0.00	0.0	161.00	0.1	161.00-	100.0-
5049 OFFICE EQUIP & RPR	14.40	0.0	160.00	0.1	14.40	0.0	160.00	0.1	145.60-	91.0-
5050 REPAIRS RADIO	0.00	0.0	83.00	0.0	0.00	0.0	83.00	0.0	83.00-	100.0-
5051 JANITORIAL SERVICES	473.74	0.4	625.00	0.5	473.74	0.4	625.00	0.5	151.26-	24.2-
5052 JANITORIAL SUPPLIES	2.77	0.0	31.00	0.0	2.77	0.0	31.00	0.0	28.23-	91.0-
5100 DRUG & ALCOHOL TESTS	220.00	0.1	667.00	0.5	220.00	0.1	667.00	0.5	447.00-	67.0-

INCOME STATEMENT SCHOOL

JULY 01, 2004 - JULY 31, 2004

REPORT # 003 VERSION # 000005 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
TOTAL SERVICES	16,636.07	14.4	17,359.00	15.1	16,636.07	14.4	17,359.00	15.1	722.93-	4.1-
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MATERIAL & SUPPLIES										
5055 GASOLINE	284.79	0.2	0.00	0.0	284.79	0.2	0.00	0.0	284.79	100.0
5057 DIESEL	479.11	0.4	93.00	0.0	479.11	0.4	93.00	0.0	386.11	415.1
5058 OIL & GREASE	51.75	0.0	5.00	0.0	51.75	0.0	5.00	0.0	46.75	935.0
5060 TIRES	728.96	0.6	10.00	0.0	728.96	0.6	10.00	0.0	718.96	*****
5061 TRANS-MISC.	653.61	0.5	333.00	0.2	653.61	0.5	333.00	0.2	320.61	96.2
5062 TRANS. SCHED/TKTS	0.00	0.0	83.00	0.0	0.00	0.0	83.00	0.0	83.00-	100.0-
5063 MAINTENANCE PARTS	2,405.53	2.0	50.00	0.0	2,405.53	2.0	50.00	0.0	2,355.53	*****
5065 MAINTENANCE SUPPLIES	334.46	0.2	444.00	0.3	334.46	0.2	444.00	0.3	109.54-	24.6-
5066 OFFICE SUPPLIES	326.00	0.2	1,000.00	0.8	326.00	0.2	1,000.00	0.8	674.00-	67.4-
5067 MISC. OFFICE SUPPLIE	35.54	0.0	160.00	0.1	35.54	0.0	160.00	0.1	124.46-	77.7-
5098 HAZARDOUS MATERIALS	0.00	0.0	68.00	0.0	0.00	0.0	68.00	0.0	68.00-	100.0-
5099 BODY SHOP SUPPLIES	34.07	0.0	68.00	0.0	34.07	0.0	68.00	0.0	33.93-	49.9-
6005 OUTSIDE PARTS/LABOR	398.00	0.3	42.00	0.0	398.00	0.3	42.00	0.0	356.00	847.6
TOTAL MATERIAL & SUPPLIES	5,731.82	4.9	2,356.00	2.0	5,731.82	4.9	2,356.00	2.0	3,375.82	143.2
-----										
UTILITIES										
5068 NATURAL GAS	314.39	0.2	860.00	0.7	314.39	0.2	860.00	0.7	545.61-	63.4-
5069 TELEPHONE	547.55	0.4	448.00	0.3	547.55	0.4	448.00	0.3	99.55	22.2
5070 ELECTRICITY	1,260.55	1.0	1,398.00	1.2	1,260.55	1.0	1,398.00	1.2	137.45-	9.8-
5071 WATER	104.21	0.0	93.00	0.0	104.21	0.0	93.00	0.0	11.21	12.0
TOTAL UTILITIES	2,226.70	1.9	2,799.00	2.4	2,226.70	1.9	2,799.00	2.4	572.30-	20.4-
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INSURANCE										
5072 PUBLIC LIABILITY	22,273.00	19.3	22,273.00	19.3	22,273.00	19.3	22,273.00	19.3	0.00	0.0
5074 OTHER LIABILITY	935.28	0.8	967.00	0.8	935.28	0.8	967.00	0.8	31.72-	3.2-
TOTAL INSURANCE	23,208.28	20.1	23,240.00	20.2	23,208.28	20.1	23,240.00	20.2	31.72-	0.1-
-----										
OTHER EXPENSES										
5076 OPERATORS LICENSES	140.00	0.1	125.00	0.1	140.00	0.1	125.00	0.1	15.00	12.0
5078 DUES & MEMBERSHIP	0.00	0.0	167.00	0.1	0.00	0.0	167.00	0.1	167.00-	100.0-
5079 TRAINING & MEETINGS	30.00	0.0	167.00	0.1	30.00	0.0	167.00	0.1	137.00-	82.0-
5081 PRE-EMPLOYMENT EXAM	0.00	0.0	833.00	0.7	0.00	0.0	833.00	0.7	833.00-	100.0-
5094 GRIEVANCE EXPENSE	0.00	0.0	38.00	0.0	0.00	0.0	38.00	0.0	38.00-	100.0-
5097 DEPRECIATION EXPENSE	20,000.00	17.3	20,000.00	17.4	20,000.00	17.3	20,000.00	17.4	0.00	0.0
TOTAL OTHER EXPENSES	20,170.00	17.5	21,330.00	18.5	20,170.00	17.5	21,330.00	18.5	1,160.00-	5.4-
TOTAL EXPENSES	115,281.12	100.0	114,864.00	100.0	115,281.12	100.0	114,864.00	100.0	417.12	0.3
NET INCOME	110,910.76-	96.2-	110,764.00-	96.4-	110,910.76-	96.2-	110,764.00-	96.4-	146.76-	0.1-

# Commissioners Memorandum



**To:** Commissioners  
**From:** Karyn Porter, Assistant Executive Director  
**Date:** August 27, 2004  
**Re:** Transit Statistical Report – July 2004

The following chart details the comparison between current and previous years for service in July

	July		Percent Difference
	2003 21	2004 21	
Airport- Route #1	642	949	47.82%
Lake-Hanover St. Route #2	2300	2,505	8.91%
Goffsfalls Route #3	1166	1,051	-9.86%
Page-Elliot Route #4	1777	1,705	-4.05%
Pinard-Bremer Route #5	1353	1,177	-13.01%
Gossler-St. Anselm Route #6	1640	2,018	23.05%
VA Hospital Route #7	1862	1,870	0.43%
So. Willow Route #8	2650	3,183	20.11%
DW Highway-River Rd. Route #9	1788	1,712	-4.25%
Valley-Weston Rd. Route #10	3476	3,299	-5.09%
Front St. Route #11	1617	1,296	-19.85%
So. Beech Route #12	2658	2,422	-8.88%
Bedford Mall Route #13	3581	3,895	8.77%
<b>VISTA SHUTTLE</b>	216	476	120.37%
<b>HANNAFORDS SHUTTLE</b>	289	451	56.06%
<b>VERIZON WIRELESS SHUTTLE</b>	392	279	-28.83%
<b>Weekday Fixed Route Totals</b>	27407	28288	3.21%
<b>Saturday Fixed Route Totals</b>	2463	3925	59.36%
<b>MTA Specials &amp; Excursions</b>	87	72	-17.24%
<b>Fixed Route Weekday Average</b>	1256	1334	6.21%
<b>Total Transit Passengers Served</b>	29957	32285	7.77%

The two attached pages show the graph of service changes over the past fiscal years and the standard report.

*Karyn Porter*  
 Karyn Porter  
 Assistant Executive Director

C

FY 2004-2005

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
Weekday Service Days	21	0	0	0	0	0	0	0	0	0	0	0	21
Saturday Service Days	5	0	0	0	0	0	0	0	0	0	0	0	5
AIRPORT- Route #1	949	0	0	0	0	0	0	0	0	0	0	0	949
Lake-Hanover St. Route #2	2,505	0	0	0	0	0	0	0	0	0	0	0	2,505
Gofffalls Route #3	1,051	0	0	0	0	0	0	0	0	0	0	0	1,051
Page-Elliott Route #4	1,705	0	0	0	0	0	0	0	0	0	0	0	1,705
Pinard-Bremer Route #5	1,177	0	0	0	0	0	0	0	0	0	0	0	1,177
Gossler-St. Anselm Route #6	2,018	0	0	0	0	0	0	0	0	0	0	0	2,018
VA Hospital Route #7	1,870	0	0	0	0	0	0	0	0	0	0	0	1,870
So. Willow Route #8	3,183	0	0	0	0	0	0	0	0	0	0	0	3,183
DW Highway-River Rd. Route #9	1,712	0	0	0	0	0	0	0	0	0	0	0	1,712
Valley-Weston Rd. Route #10	3,299	0	0	0	0	0	0	0	0	0	0	0	3,299
Front St. Route #11	1,296	0	0	0	0	0	0	0	0	0	0	0	1,296
So. Beech Route #12	2,422	0	0	0	0	0	0	0	0	0	0	0	2,422
Bedford Mall Route #13	3,895	0	0	0	0	0	0	0	0	0	0	0	3,895

VISTA SHUTTLE	476	0	0	0	0	0	0	0	0	0	0	0	476
HANNAFORD'S SHUTTLE	451	0	0	0	0	0	0	0	0	0	0	0	451
VERIZON WIRELESS SHUTTLE	279	0	0	0	0	0	0	0	0	0	0	0	279

TOTALS:	28,288	0	0	0	0	0	0	0	0	0	0	0	28,288
Public Specials/MTA Excursions	72	0	0	0	0	0	0	0	0	0	0	0	72
Totals: (Incl specials)	28,360	0	0	0	0	0	0	0	0	0	0	0	28,360

Weekday Fixed Route Totals	28,288	0	0	0	0	0	0	0	0	0	0	0	28,288
Saturday Fixed Route Totals	3,925	0	0	0	0	0	0	0	0	0	0	0	3,925
MTA Specials & Excursions	72	0	0	0	0	0	0	0	0	0	0	0	72

Total Transit Passengers Served	32,285	0	0	0	0	0	0	0	0	0	0	0	32,285
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Fixed Route Weekday Average	1,347	#DIV/0!											
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Fixed Route Saturday Average	785	#DIV/0!											
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# Step Saver Statistical Report

Reporting Period:

July 2004

## SERVICE TOTALS

<b>Total Days of Service:</b>	26	<b>Total Routes Provided:</b>	98
<b>Total Passenger Trips:</b>	906	<b>Total Wheelchair Trips:</b>	138
<b>Total Service Miles:</b>	2,475.2	<b>Total Service Time:</b>	10,327.6
<b>Total Subscriptions Served:</b>	711	<b>Total Reservations Taken:</b>	195
<b>Total Cancellations:</b>	19	<b>Total No-Go's:</b>	45

## STATISTICS

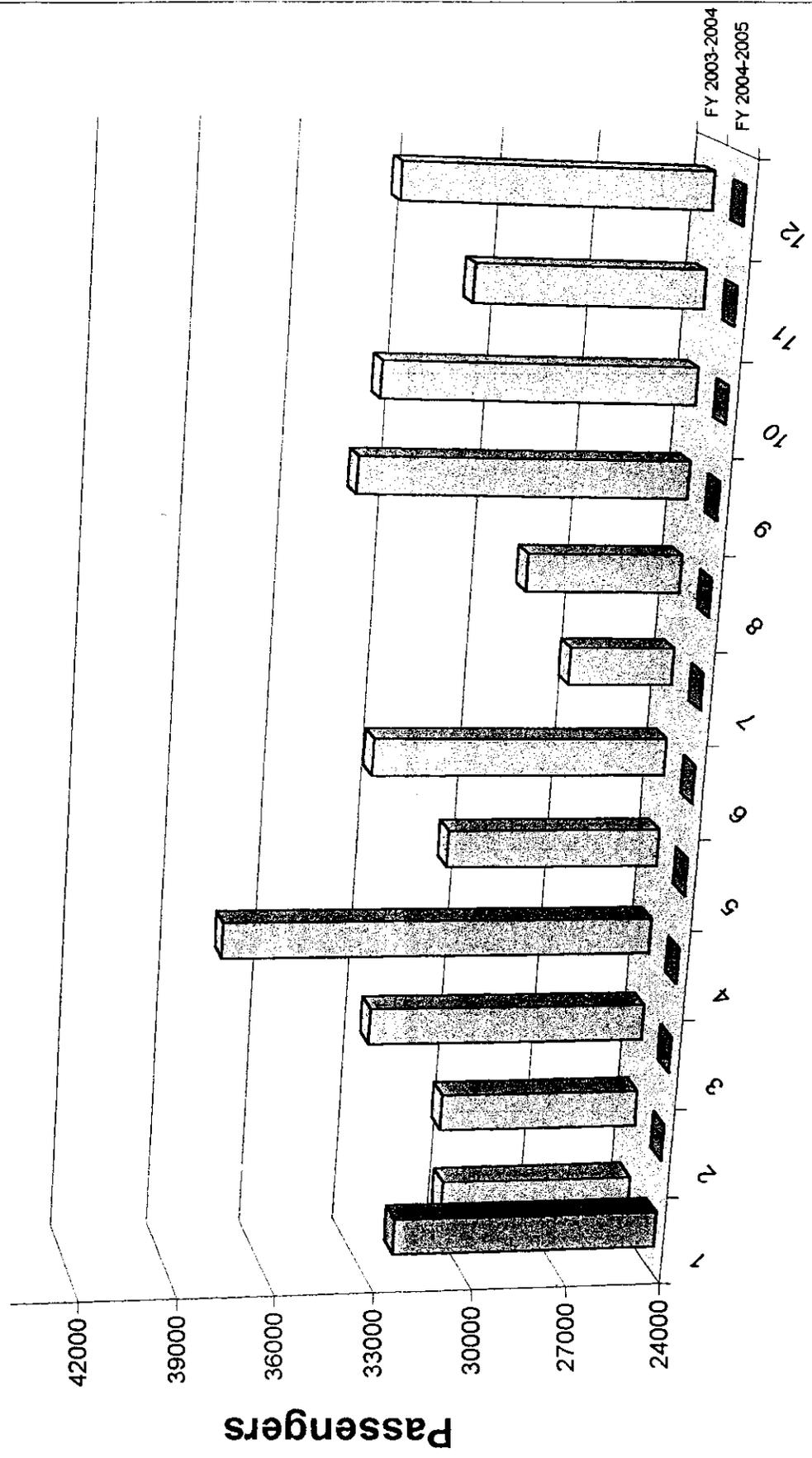
<b>Avg. Passenger Trips/Day:</b>	34.8	<b>Avg. Wheelchair Trips/Day:</b>	5.3
<b>Avg. Daily Miles:</b>	95.2	<b>Avg. Daily Time:</b>	397.2
<b>Avg. Daily Subscriptions:</b>	27.3	<b>Avg. Daily Reservations:</b>	7.5
<b>Avg. Miles/Passenger Trip:</b>	2.7	<b>Avg. Trip Time:</b>	11.4
<b>Avg. Daily Cancellations:</b>	0.7	<b>Avg. Daily No-Go's:</b>	1.7

## DAY OF WEEK BREAKDOWN

	MON	TUE	WED	THU	FRI	SAT	SUN
Total Weekdays For Period:	4	4	4	5	5	5	4
<b>Avg. Passenger Trips/Day:</b>	24.5	49.5	36.3	46.2	31.0	15.8	0.0
<b>Avg. Wheelchair Trips/Day:</b>	6.5	4.5	5.5	7.4	6.2	0.8	0.0
<b>Avg. Daily Miles:</b>	80.8	138.9	31.0	150.1	75.0	69.4	0.0
<b>Avg. Daily Time:</b>	395.5	657.8	116.5	598.7	272.8	258.3	0.0
<b>Avg. Daily Subscriptions:</b>	19.5	42.8	27.3	35.2	23.0	12.4	0.0
<b>Avg. Daily Reservations:</b>	5.0	6.8	9.0	11.0	8.0	3.4	0.0
<b>Avg. Miles/Passenger Trip:</b>	3.3	2.8	0.9	3.2	2.4	4.4	0.0
<b>Avg. Trip Time:</b>	16.1	13.3	3.2	13.0	8.8	16.3	0.0
<b>Avg. Daily Cancellations:</b>	0.0	1.8	0.5	0.6	0.4	1.0	0.0
<b>Avg. Daily No-Go's:</b>	3.0	2.0	1.8	2.2	0.4	1.0	0.0

# MTA Fixed Route Service

FY 2004-2005  
 FY 2003-2004



9

**MANCHESTER  
TRANSIT AUTHORITY**

110 ELM STREET, MANCHESTER, N.H. 03101-2799  
TELEPHONE: (603) 623-8801 • FAX: (603) 628-4512  
[www.mtabus.org](http://www.mtabus.org)



JOHN H. TRISCIANI, CHAIR  
DAVID F. JESPERSEN, VICE CHAIR  
EUGENE E. BOISVERT  
JULIE A. GUSTAFSON  
JOSEPH J. DESELLE

DAVID SMITH  
EXECUTIVE DIRECTOR

September 29, 2004

Mr. Leo Bernier, City Clerk  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

Dear Leo,

The MTA Commissioners held a Commission Meeting on Tuesday, September 28, 2004. Enclosed are the approved Minutes of our September 8, 2004 Commission Meeting, as well as the Financial and Ridership Reports for the month of August 2004.

The next scheduled Commission Meeting will be Tuesday, October 26, 2004 at 5:00 PM.

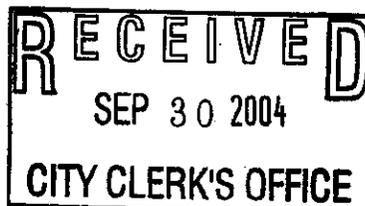
If you should have any questions, please feel free to contact me at extension 612.

Very truly yours,

David Smith  
Executive Director

DS:cr

Enclosures



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DAVID SMITH  
EXECUTIVE DIRECTOR

Manchester Transit Authority

September 8, 2004 Commission Meeting

**MEMBERS PRESENT:**

Chairman John H. Trisciani  
Vice Chairman David F. Jespersen  
Commissioner Eugene E. Boisvert  
Commissioner Julie A. Gustafson  
Commissioner Joseph J. Deselle

**PERSONNEL PRESENT:**

David Smith, Executive Director  
Karyn Porter, Assistant Executive Director  
William J. Cantwell, Supt. of Administration  
Evan P. Rosset, Operations Planning Manager  
Paul Beauregard, Shop Manager

**OTHERS PRESENT:**

ATU Local 717 Representatives  
Union Leader Reporter Carol Robidoux

1. a. Chairman TRISCIANI called the meeting to order at 5:10 PM.
- b. TRISCIANI suspended the regular order of business to introduce Evan Rosset, Operations Planning Manager.
- c. Minutes of July 27, 2004 Commission Meeting. BOISVERT made a motion to approve the Minutes of the July 27, 2004 Meeting as presented. Seconded by GUSTAFSON. All Commissioners in favor.

MANAGEMENT REPORTS

2. a. Financial Report for July 2004. DESELLE made a motion to approve the Financial Report for July 2004. Seconded by BOISVERT.
- Transit Operation: CANTWELL reported on the first month of the fiscal year 2005. Revenue was \$8,197 (-3.5%) less than budgeted. Operating revenue was

\$2,267 (-10%) under budget. Farebox income averaged \$2,933 per weekly deposit. CANTWELL reported revenues for first month followed the budget; it was the timing of revenues received that caused the variances. Expenses for the month were \$10,776 (-4.0%) less than budgeted. Expenses fell in line in almost all categories. It was timing and the expense of bus maintenance in preparation for the schools opening that caused the variance. Maintenance and parts are under budget in the transit operation and over in the school operation, but this will balance out when school starts.

**School Operation:** School revenue was \$270 (6.5%) over budget with expenses \$417 more than budgeted. The only revenue received was for charter work.

Invoicing for summer school runs will be done in August.

GUSTAFSON asked if the fringe benefits were over budget. CANTWELL stated health insurance is under budget, but FICA taxes were higher due to the lump sum payment after the Collective Bargaining Agreement ("CBA") settlement. The payment was made on June 30<sup>th</sup> with payroll taxes coming out in July, so the statement will carry this variance throughout the year. JESPERSEN asked if the school bus tickets sold in July would be transferred to the school operation.

CANTWELL explained since there is no school, those tickets were sold to use the transit buses. When school starts in September transit drivers tab students and the income is transferred to the school operation. BOISVERT asked if the land valuation on the fixed assets account should be changed to its current value.

CANTWELL explained for accounting purposes it remains the original cost of the land. BOISVERT questioned the overtime wages. CANTWELL explained the

school operation overtime is for the trainers. Transit overtime is to cover the work of one employee on long-term sick leave, the Verizon Shuttle, Hampton Beach trips, and built-in overtime in the schedules. SMITH said \$428.00 was budgeted and we spent \$228.00. He would like to have a better understanding of the overtime so we will start breaking down overtime hours. CANTWELL stated the transportation overtime in administration was spent building the school runs. The Aged Trial Balance was reviewed. JESPERSEN questioned the \$22,000 received from the Bureau of Railroad & Transportation. SMITH explained that was our share of a \$100,000 State grant.

All Commissioners in favor of approving the July 2004 Financial Report.

- b. **Ridership/Transit Report for July 2004.** PORTER reported that transit ridership was up 7%. Airport run up 47%, shopping shuttle good, Verizon counts down, Saturday ridership up 59%. She explained Hampton Beach excursions are down because the weather was not good. StepSaver service was up; we did 900 passenger trips in 26 days. PORTER explained StepSaver scheduling is smoothing out now that the Dispatchers can look at the full days' activity.
- c. **School Report for July 2004.** PORTER reported we ended the 2003//2004 school year with 71 active drivers. During the end of July we advertised in the Union Leader and began a training class with 17 applicants; 3 of those applicants were eliminated after background checks. After several weeks of training, we ended up with four from the original class going for their licenses. SMITH reported we currently have five training inside and six to eight practicing outside. They will have to wait 2 to 3 weeks for a road test. SMITH reported on the driver

shortage. He explained at the end of July Trainer/Safety Supervisor Bill Rogers called all school operators and was confident that most would be returning. When the operators came in two weeks prior to school opening to pick their runs, it was then determined 10 drivers would not return. In addition to being down ten operators, six operators picked morning only routes so we have a significant shortage of drivers in the afternoon. BOISVERT commended all school bus operators for being very courteous to fellow bus drivers, students, and parents.

- d. **Maintenance Report for July 2004.** BEAUREGARD reported inspections on target, no buses were towed, and road calls were the same as usual, no overtime, and no on the job injuries. There were only 3 City repair work orders in July. BEAUREGARD commented on the fuel purchases. SMITH explained we call for quotes from several vendors prior to purchasing and are able to get good prices for diesel and gas. Fourteen thousand gallons of fuel was used for city vehicles (95% of that amount is used by Fire and Police Departments and the rest for city vehicles.)

### **NEW BUSINESS**

- 3 a. **Ratify Telephone Poll – Replacing & Retrofitting Doors at the Terminal.**  
SMITH explained we received a proposal from Door Control, Inc. in the amount of \$31,307 for door repair work at the terminal. Stanley Door Company was non responsive. Since it was imperative the job get done and Door Control's proposal was comparable to Stanley's proposal of two years ago, he did a telephone poll so they could start the work.

The sliding door by the bus loading area will be replaced with ADA-assist push doors, and the other doors will be converted to ADA-assist push doors as well. BOISVERT made a motion to ratify the vote to award the door proposal to Door Control, Inc. for the amount of \$31,307.00. Seconded by DESELLE. All Commissioners in favor.

- b. **Approve FY 2005 DBE Program.** CANTWELL explained we are responsible to the Federal Transit Administration ("FTA") to spend a percent of their subsidy on DBE vendors. Our goal this year is 3% (operating \$18,280 and capital \$4,500.) Vehicle purchases are excluded. SMITH explained the FTA changed their certification regulations. Any DBE we use has to be registered/certified with the State. We have to let vendors know they should be certified by the State of New Hampshire, Department of Transportation. We can use them, but can't count them as DBE's if not certified with the State. DESELLE made a motion to approve the FY 2005 DBE Program. Seconded by GUSTAFSON. All Commissioners in favor.
- c. **Approve Citizens Bank Resolution.** CANTWELL explained this resolution to be adopted by the Board is for on-line banking. When he does an FTA draw down he wants to know when the money gets into our account. JESPERSEN asked if this would allow CANTWELL to do on-line banking. CANTWELL said no, it would permit us to see what our activity is as of yesterday. The resolution lists the options available to him, and only this feature is selected. BOISVERT made a motion to approve the Citizens Bank Resolution. Seconded by DESELLE. All Commissioners in favor.

- d. **Emergency Repair – Office Heating System.** SMITH brought the board up-to-date about the rooftop HVAC units for the front office, dispatch, and driver areas. He had hoped for a Federal grant to do this work, but with the CIP and TIP processes that would take about two years. Hansen & Fox gave us a proposal of \$24,565 to replace the three units. The gas piping and wiring appears adequate and although the original control system was not analyzed, it will be used. There may be additional costs if the controls are not compatible. BEAUREGARD said the new units are more efficient and should pay for themselves over the next 2 to 3 years. JESPERSEN stated not knowing the future of the building now that the Jac-Pac deal is happening; he asked if it was wise to spend that amount of money. SMITH said being forced to move is not eminent at this time, they're talking long range, and since we have no heat the work has to get done. BOISVERT made a motion to accept Hansen & Fox's proposal to replace the roof top units. Seconded by GUSTAFSON. All Commissioners in favor.
- e. **Authorization to Purchase Two Engines.** SMITH reported last year we replaced 4 engines on the Vista buses. We need to replace 2 additional engines immediately. TRISCIANI said although these buses are beyond their useful life we need them until they can be replaced. SMITH explained since we anticipated this expense, we increased the parts budget by \$40,000. GUSTAFSON made a motion to purchase two new engines. Seconded by DESELLE. All Commissioners in favor.
- f. **Approval to Purchase School Buses.** SMITH made the Board aware we have budgeted \$125,000 for the school operations' share of the bus radio system and

will need to fund about \$30,000 for the school operations' share of the computer system upgrade. This will leave us enough money in the school operations' capital fund to purchase three school buses. Last years' cost for buses was approximately \$57,000.

- g. **School Service Readiness.** Discussed in item 2. c.
- h. **First Transit Proposal for Bus Line Inspection.** SMITH explained an FTA requirement for purchases of 10 or more buses is a professional bus line inspection. Although we are not buying 10 buses, he feels some inspection is worthwhile during production. He asked for a proposal from First Transit for 4 full days of inspection and received a proposal for \$1,500. The inspectors will be at both manufacturing facilities. DESELLE made a motion to accept First Transit's proposal for bus line inspection. Seconded by GUSTAFSON. All Commissioners in favor.
- i. **Continuation of Ground Water Monitoring Project.** SMITH explained in 1998 the fuel tanks were removed and certain environmental activities had to be done. All the work was covered by a State-wide fuel reimbursement grant. One well out of 4 is tainted with a low level of "PCE". This well cannot be closed until it is determined how far the contamination extends. The State mandated we do an "Activity and Land Use Restriction" in that area and requires we drill 3 more wells outside the test area. On-going management of this project is subject to an annual proposal from Jaworski Geotech, Inc. ("JGI"). They submitted a proposal of \$7,700 that includes the drilling and monitoring of 3 wells that the State requires. GUSTAFSON made a motion to continue the ground water

project and approve the contract with JGI. Seconded by DESELLE. All Commissioners in favor.

## **OLD BUSINESS**

4. a. **FY 2005 Goals and Objectives.** SMITH reported on the letter TRISCIANI received from First Transit Vice President David Lee reiterating the goals and issues of the Commissioners and staff. First Transit will be monitoring our progress at staff level. BOISVERT and TRISCIANI thought it was a productive and informative meeting with David Lee.
- b. **City Interest in MTA Property.** SMITH stated after reading a newspaper article about the Jac-Pac land sale and plans involving the sale of MTA property, he arranged a meeting with the Mayor. On August 26<sup>th</sup> he and PORTER met with the Mayor, Department of Public Works, Planning Manager, and members of the Finance Department. He wanted them to understand our concerns. 1) Our original grant was to build a garage for 34 large buses, now that we only have 20 large buses, the FTA would not replace the current facility, as it exists today, it would be smaller. 2) He illustrated keeping transit and school together is important because the two operations are complimentary services and have been together since 1973. 3) Current Section 5307 area formula funds are available for operating and capital, but not adequate in the foreseeable future to fund all capital. 4) SMITH informed them we are efficient and would probably not benefit from fleet consolidation with other City departments. 5) Deadhead is 5 minutes or ½ mile. If we were to deadhead to 5.5 miles that would add another \$200,000 per

year for operating cost. JESPERSEN said the MTA should be the model they use and not break it up cause it is running efficiently.

c. **Capital Project Update.** SMITH updated the Board on current capital projects.

**Bus Stop Signs:** Signs are in. Locations have been identified. The Traffic Department determined they cannot install the signs, so we would have to go out for bid.

**StepSaver Van:** We have the State's technical specifications for ADA vans that we can incorporate into our standard bid.

**Thirty-Foot Buses:** SMITH stated he has begun collecting technical specifications on low floor buses from manufacturers and asked the Board if they want to stay with the Orion type heavy-duty stainless steel or go for a cheaper heavy-duty 12-year bus. TRISCIANI said to wait until the new buses arrive before we go out for bid. SMITH explained we programmed 3 buses per year in the capital program. He would like to bid once with one manufacturer to supply 3 buses the first year, with an option for 3 buses for each subsequent year. He would have to get FTA permission for multi-year purchasing.

**Radio System:** SMITH met with Fire Communications Director Steve Morin to get the City's radio specifications. The City maintains our radios for free and we are the only department on a separate transmitter. Our equipment is 1975 and can't be replaced, and repair is becoming difficult. SMITH proposed we go on the City's frequency and continue free on-going maintenance. There is only one brand name radios under that system so it will be a sole source purchase and if we

purchase through the City we can get a 25% discount. SMITH will notify FTA about this sole source procurement.

**Computer Equipment:** CANTWELL is working on the technical specifications.

**Gas Boy:** We have executed the contract and the equipment should be installed by the end of September.

**Bus Specifications:** BEAUREGARD and SMITH working on technical specifications.

## **OTHER BUSINESS**

5. a. **Barbara Condon, President ATU Local 717.** CONDON expressed her appreciation for being allowed to speak and explained her purpose is to open up the lines of communication between the Union, Board of Commissioners, and MTA staff.

She referenced her letter to the Board dated August 25<sup>th</sup>, 2004. She feels this letter has gone unnoticed and would like the company to prepare a written statement to the employees affected by the willful and gross misconduct of a member of management's staff.

In this letter she made the Board aware of a pending arbitration regarding rotation because she felt they should be aware of the costs incurred from this arbitration.

She discussed SMITH's written response to her about circumventing the CBA by addressing this letter to the Board and stated she did not circumvent the CBA she just wanted to let the Board know there are issues that cannot be resolved.

She also wanted to discuss issues that happened while she was on vacation.

TRISCIANI interrupted her and asked if she has filed grievances on these issues.

CONDON confirmed. TRISCIANI said it is the Union's responsibility to go through the grievance process with management. The issue does not get to the Board until it goes through this process. The Board has no control over of the arbitration and cannot say anything about the arbitration. CONDON said she doesn't want the Board to intervene on any arbitration issues; she wants to make the Board aware that there are issues they cannot resolve.

She explained it came to her attention, by someone in Management, that staff is following a procedure that is violating two-thirds of the employees. This violation is taking away their right to work and their right to additional wages.

TRISCIANI instructed her to follow the grievance process. She stated she has but feels the Commissioners should address management and try to get this resolved. She has been advised by legal counsel to make the Board aware of what is happening.

She discussed the two policy changes that were done without consulting or informing the Union representatives: 1) Not taking children on in-town charters, and 2) catholic school operators on a different school calendar. She realizes Management can implement new policies, but can't understand why they would make changes when we are short of drivers. She said when catholic schools are not in session, you will be paying 9 catholic school drivers overtime to cover school runs where it could have been school bus drivers doing their own work at straight time pay. She feels the Board is not aware of any changes and can only acknowledge what Management informs them of. TRISCIANI said the Board is informed. She said the prior management team did not work with the Union and

this management team is not working with the Union either. TRISCIANI said the Union is not working with Management either. CONDON disagreed stating they have been trying to work with Management since October 2003.

Another issue she has is the reinstatement of allowing maintenance employees to drive school buses. These employees do not mind driving in the morning cause it's overtime, but making them drive in the afternoon is taking away from getting their work done. BEAUREGARD said he has informed one of the employees if she has to stay later to finish her work she could. He has informed the man who is complaining about a utility worker driving, that if he wants to drive a school bus we would pay for him to get his license.

CONDON said when management makes changes and doesn't discuss them with the Union they are causing problems for everyone and making it difficult for the union representatives when employees approach them about changes they aren't aware of.

She said she knew going into the pick that we were going to be short drivers and wondered why management didn't know that. SMITH said staff did a poll and had confirmation that people were coming back.

SMITH explained the change to the catholic runs. In previous years when the public schools were not in session, there was no transportation for the catholic schools. We made an agreement last year with the school district that we would provide service to them. We decided to apply a different school calendar to those individuals who had catholic school runs this year so they could do their own work. Public school operators and catholic school operators still have to work

180-school days. She said if this company and the Board does not have problem with paying out overtime, then the Union would show you some overtime. She said we have drivers who are doing everything they can with what is handed to them and trying to get it done without overtime. TRISCIANI expressed his appreciation with everything the drivers are doing to help us out.

CONDON said not everything going on at the MTA is a grievance and when she talks to TRISCIANI, he keeps telling her to file a grievance. TRISCIANI said he has told her many times, that if you want to speak to this Board to put it in writing. She said she is not going to waste her time any longer to tell the drivers to do what they can to help out. CONDON left the Meeting.

(Recorded on Tape)

TRISCIANI explained to the Board that whenever management is making non-contractual changes for the company's benefit they do not have to sit with the Union to discuss it.

SMITH gave the Board an overview of the arbitration regarding rotation and explained how the rotation works. The Union maintains the rotation list always has to be in seniority order, but the way the contract reads it can't. He said if a person is unavailable to work because they are doing another job or they cannot be reached, that person is carried over to another day and seniority immediately becomes out of order. The Union does not agree that this is the case, thus the arbitration.

Another arbitration is a seniority issue with a part-time spare operator being promoted to full-time transit before another person with lesser seniority.

TRISCIANI explained at one time the higher seniority employee was going to let a lower seniority employee go ahead of him if a promotion opened up. An employee does not have the right to give up his/her seniority. After several months a promotion became available and the senior employee took the job. This resulted in a grievance being filed on behalf of the lower seniority employee.

BOISVERT asked what CONDON was referring to about losing 9 drivers when catholic schools not in session. PORTER explained operators who have catholic runs would be working, like everyone else, 180 school days. When they are off and public schools are in session, we have told them we may ask them to work and that they have the option to refuse.

TRISCIANI said First Transit is under contract with us and we have to give them a chance to handle the situation and follow through with grievances.

GUSTAFSON asked at which point should the Board be made aware of what's going on. TRISCIANI said the Board should be aware throughout the entire grievance process.

JESPERSEN asked, despite the driver shortage, how did the routes come out?

PORTER said the majority of the issues were catholic school runs and ESL.

Other issues were students being registered the first day of school and the schools placing students on the buses that afternoon. The paperwork process takes a couple of days before a child can start riding the bus. The bus number changes have also been confusing. PORTER said the drivers have been incredible these past few days. All agreed.

- b. **Date for Next Meeting.** Tuesday, September 28, 2004 at 5:00 PM.

With no further business to come before the Board, GUSTAFSON made a motion to adjourn the meeting at 7:40 PM. Seconded by DESELLE. All Commissioners in favor.





**Transit**

**August 2004**

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MANCHESTER TRANSIT AUTHORITY  
 INCOME STATEMENT TRANSIT  
 AUGUST 01, 2004 - AUGUST 31, 2004  
 REPORT # 002 VERSION # 000198 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
<b>FAREBOX REVENUE</b>										
4010 FAREBOX	15,159.97	6.4	12,000.00	5.1	29,828.96	6.4	27,000.00	5.7	2,828.96	10.4
4011 TICKETS - ADULTS	2,295.00	0.9	1,850.00	0.7	3,794.50	0.8	3,700.00	0.7	94.50	2.5
4012 TICKETS - SENIORS	625.00	0.2	800.00	0.3	1,765.00	0.3	1,600.00	0.3	165.00	10.3
4013 TICKETS - STUDENTS	2,550.00	1.0	0.00	0.0	2,617.50	0.5	0.00	0.0	2,617.50	100.0
4014 MONTHLY FULL FARE	1,419.00	0.6	1,500.00	0.6	2,079.00	0.4	3,000.00	0.6	921.00-	30.7-
4015 HANDICAPPED FEES	332.50	0.1	1,500.00	0.6	624.50	0.1	3,000.00	0.6	2,375.50-	79.1-
4058 MONTHLY HALF FARE	805.00	0.3	1,450.00	0.6	1,942.50	0.4	2,900.00	0.6	957.50-	33.0-
<b>TOTAL FAREBOX &amp; TICKETS</b>	<b>23,186.47</b>	<b>9.9</b>	<b>19,100.00</b>	<b>8.1</b>	<b>42,651.96</b>	<b>9.2</b>	<b>41,200.00</b>	<b>8.7</b>	<b>1,451.96</b>	<b>3.5</b>
<b>TRANSIT CHARTER</b>										
4050 SPECIAL FARE	479.00	0.2	1,500.00	0.6	1,896.50	0.4	3,000.00	0.6	1,103.50-	36.7-
<b>TOTAL SPECIAL FARES</b>	<b>479.00</b>	<b>0.2</b>	<b>1,500.00</b>	<b>0.6</b>	<b>1,896.50</b>	<b>0.4</b>	<b>3,000.00</b>	<b>0.6</b>	<b>1,103.50-</b>	<b>36.7-</b>
<b>OTHER INCOME</b>										
4039 SALE FUELS CITY	19,851.34	8.5	14,438.00	6.1	39,726.89	8.5	28,876.00	6.1	10,850.89	37.5
4056 RENT BUS TERMINAL	0.00	0.0	1,600.00	0.6	0.00	0.0	3,200.00	0.6	3,200.00-	100.0-
4060 ADVERTISING SERVICES	0.00	0.0	5,000.00	2.1	5,815.50	1.2	10,000.00	2.1	4,184.50-	41.8-
4070 SALES MAINT. SERVICE	378.45	0.1	2,500.00	1.0	685.18	0.1	5,000.00	1.0	4,314.82-	86.3-
4072 INTEREST INCOME	609.41	0.2	300.00	0.1	1,288.77	0.2	600.00	0.1	688.77	114.8
4073 MISCELLANEOUS	99.84	0.0	25.00	0.0	99.84	0.0	50.00	0.0	49.84	99.6
4075 SENIOR PICTURES	14.00	0.0	25.00	0.0	36.00	0.0	50.00	0.0	14.00-	28.0-
<b>TOTAL OTHER REVENUE</b>	<b>20,953.04</b>	<b>8.9</b>	<b>23,888.00</b>	<b>10.1</b>	<b>47,652.18</b>	<b>10.2</b>	<b>47,776.00</b>	<b>10.0</b>	<b>123.82-</b>	<b>0.2-</b>
<b>TOTAL OPERATION REVENUE</b>	<b>44,618.51</b>	<b>19.1</b>	<b>44,488.00</b>	<b>18.9</b>	<b>92,200.64</b>	<b>19.8</b>	<b>91,976.00</b>	<b>19.4</b>	<b>224.64</b>	<b>0.2</b>
<b>ASSISTANCE</b>										
4090 OPER. ASST. C. OF M.	84,315.42	36.1	85,791.00	36.4	168,630.84	36.3	171,582.00	36.2	2,951.16-	1.7-
4091 OPER. ASST. BEDFORD	3,300.00	1.4	3,300.00	1.4	6,600.00	1.4	6,600.00	1.3	0.00	0.0
4130 OPER. ASST., SEC.9	101,339.00	43.3	101,591.00	43.2	196,224.00	42.3	203,182.00	42.9	6,958.00-	3.4-
<b>TOTAL ASSISTANCE</b>	<b>188,954.42</b>	<b>80.9</b>	<b>190,682.00</b>	<b>81.0</b>	<b>371,454.84</b>	<b>80.1</b>	<b>381,364.00</b>	<b>80.5</b>	<b>9,909.16-</b>	<b>2.6-</b>
<b>TOTAL REVENUES</b>	<b>233,572.93</b>	<b>100.0</b>	<b>235,170.00</b>	<b>100.0</b>	<b>463,655.48</b>	<b>100.0</b>	<b>473,340.00</b>	<b>100.0</b>	<b>9,684.52-</b>	<b>2.0-</b>
<b>EXPENSES</b>										
<b>LABOR</b>										
5010 OPERATORS WAGES	56,163.78	21.2	64,168.00	23.9	119,969.56	23.1	126,051.00	23.6	6,081.44-	4.8-
5011 OPERATORS WAGES E&H	5,995.28	2.2	9,588.00	3.5	13,178.66	2.5	18,834.00	3.5	5,655.34-	30.0-
5110 OPERATORS O.T. WAGES	7,280.04	2.7	6,375.00	2.3	15,035.91	2.9	12,523.00	2.3	2,512.91	20.0
5110 OPERATOR O.T. E&H	534.80	0.2	64.00	0.0	538.45	0.1	126.00	0.0	412.45	327.3
5013 MECHANICS WAGES	9,224.34	3.4	13,472.00	5.0	16,329.60	3.1	26,944.00	5.0	10,614.40-	39.3-
5113 MECHANICS O.T. WAGES	60.35	0.0	0.00	0.0	60.35	0.0	0.00	0.0	60.35	100.0
5017 TRANS ADMIN WAGES	7,033.04	2.6	7,120.00	2.6	9,750.14	1.8	14,240.00	2.6	4,489.86-	31.5-
5018 WAGES MAINT. ADMIN	3,113.94	1.1	3,461.00	1.2	6,202.69	1.2	6,922.00	1.3	719.31-	10.3-
5019 WAGES OFFICE ADMIN	6,396.57	2.4	5,515.00	2.0	12,605.88	2.4	11,030.00	2.0	1,575.88	14.2
5117 WAGES TRANSP O.T.	518.30	0.2	249.00	0.0	3,679.46	0.7	498.00	0.0	3,181.46	638.8
5119 WAGES OFFICE O.T.	120.61	0.0	80.00	0.0	178.64	0.0	160.00	0.0	18.64	11.6
6003 PAYROLL TRANSACTION	75.00-	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	*****



INCOME STATEMENT TRANSIT

AUGUST 01, 2004 - AUGUST 31, 2004

REPORT # 002 VERSION # 000198 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
TOTAL LABOR	96,366.05	36.4	110,092.00	41.1	197,529.34	38.1	217,328.00	40.8	19,798.66-	9.1-
FRINGE BENEFITS										
5004 TRANS ADM SICK WAGES	849.28	0.3	166.00	0.0	983.68	0.1	332.00	0.0	651.68	196.2
5005 TRANS ADM VAC WAGES	1,482.97	0.5	908.00	0.3	2,736.19	0.5	1,816.00	0.3	920.19	50.6
5006 TRANS ADM HOL WAGES	144.90	0.0	555.00	0.2	791.38	0.1	1,110.00	0.2	318.62-	28.7-
5007 MAINT ADM SICK WAGES	0.00	0.0	84.00	0.0	0.00	0.0	168.00	0.0	168.00-	100.0-
5008 MAINT ADM VAC WAGES	438.25	0.1	281.00	0.1	1,314.17	0.2	562.00	0.1	752.17	133.8
5009 MAINT ADM HOL WAGES	334.70	0.1	366.00	0.1	662.30	0.1	732.00	0.1	69.70-	9.5-
5014 OFFICE VAC WAGES	907.50	0.3	635.00	0.2	961.51	0.1	1,270.00	0.2	308.49-	24.2-
5015 OFFICE HOLIDAY WAGES	0.00	0.0	413.00	0.1	476.16	0.0	826.00	0.1	349.84-	42.3-
5016 OFFICE SICK WAGES	118.32	0.0	124.00	0.0	118.32	0.0	248.00	0.0	129.68-	52.2-
5021 F.I.C.A.	12,250.92	4.6	10,172.00	3.8	26,927.41	5.2	20,386.00	3.8	6,541.41	32.0
5022 N.H. UNEMPLOYMENT	470.00	0.1	492.00	0.1	940.00	0.1	984.00	0.1	44.00-	4.4-
5023 PENSION	4,014.00	1.5	6,110.00	2.2	10,238.00	1.9	12,220.00	2.3	1,982.00-	16.2-
5024 HEALTH INSURANCE	31,124.09	11.7	32,269.00	12.0	60,998.27	11.7	64,538.00	12.1	3,539.73-	5.4-
5026 LIFE INSURANCE	3,035.49	1.1	663.00	0.2	3,568.77	0.6	1,326.00	0.2	2,242.77	169.1
5027 WORKER'S COMP	3,992.81	1.5	4,524.00	1.6	7,963.64	1.5	9,069.00	1.7	1,105.36-	12.1-
5028 OPERATORS SICK PAY	2,641.98	1.0	2,555.00	0.9	5,130.98	0.9	5,110.00	0.9	20.98	0.4
5034 OPERATORS VACATION	4,614.00	1.7	4,563.00	1.7	9,226.20	1.7	9,126.00	1.7	100.20	1.1
5031 OPERATORS HOLIDAY	608.40	0.2	0.00	0.0	7,377.67	1.4	3,407.00	0.6	3,970.67	116.5
5029 MECHANICS SICK PAY	0.00	0.0	96.00	0.0	0.00	0.0	192.00	0.0	192.00-	100.0-
5035 MECHANICS VACATION	1,817.00	0.6	1,605.00	0.6	3,634.44	0.7	3,210.00	0.6	424.44	13.2
5032 MECHANICS HOLIDAY	419.76	0.1	1,156.00	0.4	1,571.12	0.3	2,312.00	0.4	740.88-	32.0-
5037 OPER UNIFORM ALLOW	550.02	0.2	756.00	0.2	804.81	0.1	1,512.00	0.2	707.19-	46.7-
5038 MAINT UNIFORM ALLOW	439.18	0.1	504.00	0.1	761.46	0.1	1,008.00	0.1	246.54-	24.4-
5120 MAINT TOOL ALLOWANCE	200.00	0.0	108.00	0.0	568.00	0.1	216.00	0.0	352.00	162.9
5095 OP/MECH FRINGE RATE	5,056.07-	1.9-	6,560.00-	2.4-	10,713.42-	2.0-	13,120.00-	2.4-	2,406.58	18.3
6006 FRINGE BENEFITS	5,363.65-	2.0-	6,260.00-	2.3-	10,356.22-	2.0-	12,520.00-	2.3-	2,163.78	17.2
TOTAL FRINGE BENEFIT	60,033.85	22.7	56,285.00	21.0	126,684.84	24.4	116,040.00	21.8	10,644.84	9.1
SERVICES										
5039 MGMT/CONSULTANT FEE	11,855.31	4.4	11,875.00	4.4	25,563.98	4.9	23,750.00	4.4	1,813.98	7.6
5041 COMMISSIONERS EXP	83.33	0.0	83.00	0.0	166.66	0.0	166.00	0.0	0.66	0.4
5042 OUTSIDE ADVERTISING	1,968.60	0.7	250.00	0.0	2,072.60	0.4	500.00	0.0	1,572.60	314.5
5043 LEGAL EXPENSES	0.00	0.0	625.00	0.2	0.00	0.0	1,250.00	0.2	1,250.00-	100.0-
5044 AUDITING EXPENSES	0.00	0.0	3,200.00	1.2	0.00	0.0	3,200.00	0.6	3,200.00-	100.0-
5045 SERVICE BUREAU	743.42	0.2	1,000.00	0.3	1,568.60	0.3	2,000.00	0.3	431.40-	21.5-
5046 SECURITY SERVICE	50.99	0.0	47.00	0.0	50.99	0.0	94.00	0.0	43.01-	45.7-
5047 REPAIRS BLG & GRNDS	1,439.75	0.5	1,188.00	0.4	2,700.61	0.5	2,376.00	0.4	324.61	13.6
5048 REPAIRS SHOP EQUIP.	0.00	0.0	214.00	0.0	0.00	0.0	428.00	0.0	428.00-	100.0-
5049 REPAIRS OFFICE EQUIP	661.96	0.2	173.00	0.0	677.56	0.1	346.00	0.0	331.56	95.8
5050 REPAIRS - RADIOS	0.00	0.0	83.00	0.0	0.00	0.0	166.00	0.0	166.00-	100.0-
5051 JANITORIAL SERVICES	473.74	0.1	625.00	0.2	947.48	0.1	1,250.00	0.2	302.52-	24.2-
5052 JANITORIAL SUPPLIES	91.35	0.0	31.00	0.0	94.12	0.0	62.00	0.0	32.12	51.8
5081 PRE-EMPLOY MED. EXAM	0.00	0.0	83.00	0.0	0.00	0.0	166.00	0.0	166.00-	100.0-
5100 DRUG & ALCOHOL TESTS	110.00	0.0	333.00	0.1	320.00	0.0	666.00	0.1	346.00-	51.9-
TOTAL SERVICES	17,478.45	6.6	19,810.00	7.4	34,162.60	6.6	36,420.00	6.8	2,257.40-	6.2-
MATERIAL & SUPPLIES										



## INCOME STATEMENT TRANSIT

AUGUST 01, 2004 - AUGUST 31, 2004

REPORT # 002 VERSION # 000198 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
5001 PURCHASES DISCOUNTS	585.94-	0.2-	250.00-	0.0	905.19-	0.1-	500.00-	0.0	405.19-	81.0-
5053 FUELS CITY DEPTS	19,400.41	7.3	13,750.00	5.1	33,114.37	6.3	27,500.00	5.1	5,614.37	20.4
5055 GASOLINE OPERATIONS	371.80	0.1	42.00	0.0	530.70	0.1	84.00	0.0	446.70	531.7
5056 GASOLINE SUPPORT VEH	43.23	0.0	42.00	0.0	75.51	0.0	84.00	0.0	8.49-	10.1-
5057 DIESEL OPERATIONS	11,165.93	4.2	10,781.00	4.0	20,206.24	3.9	21,345.00	4.0	1,138.76-	5.3-
5058 OIL & GREASE	163.37	0.0	332.00	0.1	300.74	0.0	655.00	0.1	354.26-	54.0-
5060 TIRES	1,440.93	0.5	1,261.00	0.4	2,014.57	0.3	2,497.00	0.4	482.43-	19.3-
5061 TRANS.-MISC.	76.14	0.0	167.00	0.0	308.26	0.0	334.00	0.0	25.74-	7.7-
5062 TRANS. SCHED/TKTS	0.00	0.0	417.00	0.1	0.00	0.0	834.00	0.1	834.00-	100.0-
5063 MAINTENANCE PARTS	9,591.95	3.6	10,408.00	3.8	11,784.01	2.2	20,659.00	3.8	8,874.99-	42.9-
5065 MAINTENANCE SUPPLIES	994.71	0.3	639.00	0.2	1,475.98	0.2	1,278.00	0.2	197.98	15.4
5066 OFFICE SUPPLIES	737.74	0.2	1,083.00	0.4	1,817.44	0.3	2,166.00	0.4	348.56-	16.0-
5067 MISC. OFFICE SUPPLIE	3,058.59	1.1	173.00	0.0	3,149.79	0.6	346.00	0.0	2,803.79	810.3
5093 ANTI-FREEZE EXP	12.52	0.0	87.00	0.0	27.55	0.0	174.00	0.0	146.45-	84.1-
5098 HAZARDOUS MATERIALS	0.00	0.0	98.00	0.0	0.00	0.0	196.00	0.0	196.00-	100.0-
5099 BODY SHOP SUPPLIES	156.02	0.0	98.00	0.0	205.05	0.0	196.00	0.0	9.05	4.6
6005 OUTSIDE PARTS/LABOR	380.00	0.1	42.00	0.0	404.00	0.0	84.00	0.0	320.00	380.9
<b>TOTAL MATERIAL &amp; SUPPLIES</b>	<b>47,007.40</b>	<b>17.8</b>	<b>39,170.00</b>	<b>14.6</b>	<b>74,509.02</b>	<b>14.3</b>	<b>77,932.00</b>	<b>14.6</b>	<b>3,422.98-</b>	<b>4.3-</b>
<b>UTILITIES</b>										
5068 NATURAL GAS	81.29	0.0	140.00	0.0	498.04	0.1	280.00	0.0	218.04	77.8
5069 TELEPHONE	545.29	0.2	594.00	0.2	1,214.53	0.2	1,188.00	0.2	26.53	2.2
5070 ELECTRICITY	1,622.77	0.6	1,853.00	0.6	3,163.45	0.6	3,706.00	0.7	542.55-	14.6-
5071 WATER	109.71	0.0	124.00	0.0	237.08	0.0	248.00	0.0	10.92-	4.4-
<b>TOTAL UTILITIES</b>	<b>2,359.06</b>	<b>0.8</b>	<b>2,711.00</b>	<b>1.0</b>	<b>5,113.10</b>	<b>0.9</b>	<b>5,422.00</b>	<b>1.0</b>	<b>308.90-</b>	<b>5.7-</b>
<b>INSURANCE</b>										
5072 PUBLIC LIABILITY INS	8,818.00	3.3	8,819.00	3.2	17,648.00	3.4	17,638.00	3.3	10.00	0.0
5074 OTHER LIABILITY INS	1,125.00	0.4	1,145.00	0.4	2,247.00	0.4	2,290.00	0.4	43.00-	1.8-
<b>TOTAL INSURANCE</b>	<b>9,943.00</b>	<b>3.7</b>	<b>9,964.00</b>	<b>3.7</b>	<b>19,895.00</b>	<b>3.8</b>	<b>19,928.00</b>	<b>3.7</b>	<b>33.00-</b>	<b>0.1-</b>
<b>OTHER EXPENSES</b>										
5064 REPAIRS CITY TERMINL	1,281.64	0.4	250.00	0.0	1,281.64	0.2	500.00	0.0	781.64	156.3
5076 OPERATORS LICENSES	70.00	0.0	25.00	0.0	70.00	0.0	50.00	0.0	20.00	40.0
5078 DUES & MEMBERSHIP	350.00	0.1	83.00	0.0	350.00	0.0	166.00	0.0	184.00	110.8
5079 TRAINING & MEETINGS	15.20	0.0	83.00	0.0	50.20	0.0	166.00	0.0	115.80-	69.7-
5094 GRIEVANCE EXPENSE	0.00	0.0	38.00	0.0	0.00	0.0	76.00	0.0	76.00-	100.0-
5097 DEPRECIATION EXPENSE	29,157.75	11.0	29,158.00	10.8	58,315.50	11.2	58,316.00	10.9	0.50-	0.0
<b>TOTAL OTHER EXPENSES</b>	<b>30,874.59</b>	<b>11.6</b>	<b>29,637.00</b>	<b>11.0</b>	<b>60,067.34</b>	<b>11.6</b>	<b>59,274.00</b>	<b>11.1</b>	<b>793.34</b>	<b>1.3</b>
<b>TOTAL EXPENSES</b>	<b>264,062.40</b>	<b>100.0</b>	<b>267,669.00</b>	<b>100.0</b>	<b>517,961.24</b>	<b>100.0</b>	<b>532,344.00</b>	<b>100.0</b>	<b>14,382.76-</b>	<b>2.7-</b>
<b>NET INCOME (LOSS)</b>	<b>30,489.47-</b>	<b>11.5-</b>	<b>32,499.00-</b>	<b>12.1-</b>	<b>54,305.76-</b>	<b>10.4-</b>	<b>59,004.00-</b>	<b>11.0-</b>	<b>4,698.24</b>	<b>7.9</b>

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School

August 2004

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	Actual	Budget	Variance	%
Total Revenue	233572.93	235170.00	-1597.07	-0.68%
Fares	23665.47	20600.00	3065.47	14.88%
YTD Reve	463655.48	473340.00	-9684.52	-2.05%
Expense	264062.40	267669.00	-3606.60	-1.35%
YTD Exp	517961.24	532344.00	-14382.76	-2.70%

Total Reve	16915.35	16392.00	523.35	3.19%
Charter	6323.00	6000.00	323	5.38%
Expense	124614.56	128801.00	-4186.44	-3.25%
YTD Exp	239895.68	243665.00	-3769.32	-1.55%

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Labor

Farebox Total	15159.97
# of Deposits	4
Average	3789.993

## MANCHESTER TRANSIT AUTHORITY

## INCOME STATEMENT SCHOOL

AUGUST 01, 2004 - AUGUST 31, 2004

REPORT # 003 VERSION # 000005 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
STUDENT TRANSPORTATION										
4032 SPECIAL NEEDS	10,292.40	60.8	10,292.00	62.7	10,292.40	48.3	10,292.00	50.2	0.40	0.0
TOTAL STUDENT TRANSPRTN	10,292.40	60.8	10,292.00	62.7	10,292.40	48.3	10,292.00	50.2	0.40	0.0
SCHOOL CHARTERS										
4073 MISCELLANEOUS OTHER	0.00	0.0	0.00	0.0	449.60	2.1	0.00	0.0	449.60	100.0
4081 CHARTER "FIELDTRIPS"	5,071.00	29.9	6,000.00	36.6	8,736.50	41.0	10,000.00	48.8	1,263.50-	12.6-
4082 CHARTER "FOOTBALL"	504.00	2.9	0.00	0.0	504.00	2.3	0.00	0.0	504.00	100.0
4084 CHARTER "HOCKEY"	367.00	2.1	0.00	0.0	367.00	1.7	0.00	0.0	367.00	100.0
4085 CHARTER "SOCCER"	381.00	2.2	0.00	0.0	381.00	1.7	0.00	0.0	381.00	100.0
TOTAL SCHOOL CHARTERS	6,323.00	37.3	6,000.00	36.6	10,438.10	49.0	10,000.00	48.8	438.10	4.3
INTEREST INCOME	299.95	1.7	100.00	0.6	555.21	2.6	200.00	0.9	355.21	177.6
TOTAL SCHOOL REVENUES	16,915.35	100.0	16,392.00	100.0	21,285.71	100.0	20,492.00	100.0	793.71	3.8
EXPENSES										
LABOR										
5010 PART-TIMER OP WAGES	15,598.66	12.5	20,775.00	16.1	24,269.03	10.1	30,001.00	12.3	5,731.97-	19.1-
5110 OPERATORS O.T. WAGES	90.40	0.0	964.00	0.7	290.57	0.1	1,392.00	0.5	1,101.43-	79.1-
5013 WAGES MECHANICS	7,956.42	6.3	9,362.00	7.2	16,867.96	7.0	18,724.00	7.6	1,856.04-	9.9-
5017 WAGES TRANS ADMIN	5,958.44	4.7	6,087.00	4.7	11,139.22	4.6	12,174.00	5.0	1,034.78-	8.5-
5018 WAGES MAINT. ADMIN	2,862.30	2.3	3,202.00	2.4	5,640.65	2.3	6,404.00	2.6	763.35-	11.9-
5019 WAGES ADMINISTRATION	3,743.45	3.0	4,192.00	3.2	7,129.46	2.9	8,384.00	3.4	1,254.54-	14.9-
6003 PAYROLL TRANSACTION	14.44-	0.0	0.00	0.0	108.91	0.0	0.00	0.0	108.91	100.0
TOTAL LABOR EXPENSES	36,195.23	29.0	44,582.00	34.6	65,445.80	27.2	77,079.00	31.6	11,633.20-	15.0-
FRINGE BENEFITS										
5021 FICA EXPENSE	3,274.65	2.6	2,694.00	2.0	7,527.62	3.1	4,464.00	1.8	3,063.62	68.6
5024 HEALTH INSURANCE	234.96	0.1	0.00	0.0	393.75	0.1	0.00	0.0	393.75	100.0
5027 WORKER'S COMP	2,664.00	2.1	820.00	0.6	5,328.00	2.2	1,184.00	0.4	4,144.00	350.0
5037 OPER UNIFORMS ALLOW	0.00	0.0	329.00	0.2	0.00	0.0	658.00	0.2	658.00-	100.0-
5038 MAINT UNIFORM ALLOW	84.85	0.0	0.00	0.0	84.85	0.0	0.00	0.0	84.85	100.0
5120 MAINT TOOL ALLOW	200.00	0.1	0.00	0.0	532.00	0.2	0.00	0.0	532.00	100.0
5095 OP/MECH FRINGE RATE	5,056.07	4.0	6,560.00	5.0	10,713.42	4.4	13,120.00	5.3	2,406.58-	18.3-
6006 FRINGE BENEFITS	5,363.65	4.3	6,260.00	4.8	10,356.22	4.3	12,520.00	5.1	2,163.78-	17.2-
TOTAL FRINGES	16,878.18	13.5	16,663.00	12.9	34,935.86	14.5	31,946.00	13.1	2,989.86	9.3
SERVICES										
5039 CONSULTANT FEES	11,855.33	9.5	11,875.00	9.2	25,563.99	10.6	23,750.00	9.7	1,813.99	7.6
5041 COMMISSIONERS EXPENSE	83.33	0.0	83.00	0.0	166.66	0.0	166.00	0.0	0.66	0.4
5042 OUTSIDE ADVERTISING	1,402.28	1.1	1,000.00	0.7	1,402.28	0.5	2,000.00	0.8	597.72-	29.8-
5043 LEGAL EXPENSES	0.00	0.0	208.00	0.1	0.00	0.0	416.00	0.1	416.00-	100.0-
5045 SERVICE BUREAU	1,524.60	1.2	1,500.00	1.1	3,240.00	1.3	3,000.00	1.2	240.00	8.0
5046 SECURITY SERVICE	61.47	0.0	70.00	0.0	61.47	0.0	140.00	0.0	78.53-	56.0-
5047 REPAIRS BLDG & GRNDS	124.28	0.1	896.00	0.7	542.05	0.2	1,792.00	0.7	1,249.95-	69.7-
5048 REPAIRS SHOP EQUIP.	0.00	0.0	161.00	0.1	0.00	0.0	322.00	0.1	322.00-	100.0-
5049 OFFICE EQUIP & RPR	596.64	0.4	160.00	0.1	611.04	0.2	320.00	0.1	291.04	90.9

MANCHESTER TRANSIT AUTHORITY  
 INCOME STATEMENT SCHOOL  
 AUGUST 01, 2004 - AUGUST 31, 2004  
 REPORT # 003 VERSION # 000005 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
5050 REPAIRS RADIO	0.00	0.0	83.00	0.0	0.00	0.0	166.00	0.0	166.00	-100.0-
5051 JANITORIAL SERVICES	473.74	0.3	625.00	0.4	947.48	0.3	1,250.00	0.5	302.52	-24.2-
5052 JANITORIAL SUPPLIES	91.34	0.0	31.00	0.0	94.11	0.0	62.00	0.0	32.11	51.7
5100 DRUG & ALCOHOL TESTS	0.00	0.0	667.00	0.5	220.00	0.0	1,334.00	0.5	1,114.00	-83.5-
<b>TOTAL SERVICES</b>	<b>16,213.01</b>	<b>13.0</b>	<b>17,359.00</b>	<b>13.4</b>	<b>32,849.08</b>	<b>13.6</b>	<b>34,718.00</b>	<b>14.2</b>	<b>1,868.92</b>	<b>-5.3-</b>
<b>MATERIAL &amp; SUPPLIES</b>										
5055 GASOLINE	135.50	0.1	0.00	0.0	420.29	0.1	0.00	0.0	420.29	100.0
5057 DIESEL	1,506.30	1.2	373.00	0.2	1,985.41	0.8	466.00	0.1	1,519.41	326.0
5058 OIL & GREASE	33.00	0.0	18.00	0.0	84.75	0.0	23.00	0.0	61.75	268.4
5060 TIRES	1,086.00	0.8	39.00	0.0	1,814.96	0.7	49.00	0.0	1,765.96	*****
5061 TRANS-MISC.	218.09	0.1	333.00	0.2	871.70	0.3	666.00	0.2	205.70	30.8
5062 TRANS. SCHED/TKTS	0.00	0.0	83.00	0.0	0.00	0.0	166.00	0.0	166.00	-100.0-
5063 MAINTENANCE PARTS	3,648.13	2.9	200.00	0.1	6,053.66	2.5	250.00	0.1	5,803.66	*****
5065 MAINTENANCE SUPPLIES	691.26	0.5	444.00	0.3	1,025.72	0.4	888.00	0.3	137.72	15.5
5066 OFFICE SUPPLIES	354.24	0.2	1,000.00	0.7	680.24	0.2	2,000.00	0.8	1,319.76	-65.9-
5067 MISC. OFFICE SUPPLIE	633.81	0.5	160.00	0.1	669.35	0.2	320.00	0.1	349.35	109.1
5098 HAZARDOUS MATERIALS	0.00	0.0	68.00	0.0	0.00	0.0	136.00	0.0	136.00	-100.0-
5099 BODY SHOP SUPPLIES	108.45	0.0	68.00	0.0	142.52	0.0	136.00	0.0	6.52	4.7
6005 OUTSIDE PARTS/LABOR	195.00	0.1	42.00	0.0	593.00	0.2	84.00	0.0	509.00	605.9
<b>TOTAL MATERIAL &amp; SUPPLIES</b>	<b>8,609.78</b>	<b>6.9</b>	<b>2,828.00</b>	<b>2.2</b>	<b>14,341.60</b>	<b>5.9</b>	<b>5,184.00</b>	<b>2.1</b>	<b>9,157.60</b>	<b>176.6</b>
<b>UTILITIES</b>										
5068 NATURAL GAS	61.32	0.0	860.00	0.6	375.71	0.1	1,720.00	0.7	1,344.29	-78.1-
5069 TELEPHONE	446.13	0.3	448.00	0.3	993.68	0.4	896.00	0.3	97.68	10.9
5070 ELECTRICITY	1,327.72	1.0	1,398.00	1.0	2,588.27	1.0	2,796.00	1.1	207.73	-7.4-
5071 WATER	89.77	0.0	93.00	0.0	193.98	0.0	186.00	0.0	7.98	4.2
<b>TOTAL UTILITIES</b>	<b>1,924.94</b>	<b>1.5</b>	<b>2,799.00</b>	<b>2.1</b>	<b>4,151.64</b>	<b>1.7</b>	<b>5,598.00</b>	<b>2.3</b>	<b>1,446.36</b>	<b>-25.8-</b>
<b>INSURANCE</b>										
5072 PUBLIC LIABILITY	22,273.00	17.8	22,273.00	17.2	44,546.00	18.5	44,546.00	18.2	0.00	0.0
5074 OTHER LIABILITY	939.00	0.7	967.00	0.7	1,874.28	0.7	1,934.00	0.7	59.72	-3.0-
<b>TOTAL INSURANCE</b>	<b>23,212.00</b>	<b>18.6</b>	<b>23,240.00</b>	<b>18.0</b>	<b>46,420.28</b>	<b>19.3</b>	<b>46,480.00</b>	<b>19.0</b>	<b>59.72</b>	<b>0.1-</b>
<b>OTHER EXPENSES</b>										
5076 OPERATORS LICENSES	70.00	0.0	125.00	0.1	210.00	0.0	250.00	0.1	40.00	-16.0-
5078 DUES & MEMBERSHIP	0.00	0.0	167.00	0.1	0.00	0.0	334.00	0.1	334.00	-100.0-
5079 TRAINING & MEETINGS	1,336.42	1.0	167.00	0.1	1,366.42	0.5	334.00	0.1	1,032.42	309.1
5081 PRE-EMPLOYMENT EXAM	0.00	0.0	833.00	0.6	0.00	0.0	1,666.00	0.6	1,666.00	-100.0-
5094 GRIEVANCE EXPENSE	175.00	0.1	38.00	0.0	175.00	0.0	76.00	0.0	99.00	130.2
5097 DEPRECIATION EXPENSE	20,000.00	16.0	20,000.00	15.5	40,000.00	16.6	40,000.00	16.4	0.00	0.0
<b>TOTAL OTHER EXPENSES</b>	<b>21,581.42</b>	<b>17.3</b>	<b>21,330.00</b>	<b>16.5</b>	<b>41,751.42</b>	<b>17.4</b>	<b>42,660.00</b>	<b>17.5</b>	<b>908.58</b>	<b>-2.1-</b>
<b>TOTAL EXPENSES</b>	<b>124,614.56</b>	<b>100.0</b>	<b>128,801.00</b>	<b>100.0</b>	<b>239,895.68</b>	<b>100.0</b>	<b>243,665.00</b>	<b>100.0</b>	<b>3,769.32</b>	<b>-1.5-</b>
<b>NET INCOME</b>	<b>107,699.21</b>	<b>-86.4-</b>	<b>112,409.00</b>	<b>-87.2-</b>	<b>218,609.97</b>	<b>-91.1-</b>	<b>223,173.00</b>	<b>-91.5-</b>	<b>4,563.03</b>	<b>2.0</b>

C

# Commissioners Memorandum

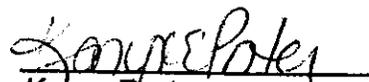


**To:** Commissioners  
**From:** Karyn Porter, Assistant Executive Director  
**Date:** September 28, 2004  
**Re:** Transit Statistical Report – August 2004

The following chart details the comparison between current and previous years for service in August

	August		Percent Difference
	2003	2004	
	Weekday Saturday	21 4	
Airport- Route #1	690	1,076	55.94%
Lake-Hanover St. Route #2	2,238	2,602	16.26%
Goffsfalls Route #3	1,138	1,181	3.78%
Page-Elliot Route #4	1,633	1,671	2.33%
Pinard-Bremer Route #5	1,264	1,173	-7.20%
Gossler-St. Anselm Route #6	1,542	2,191	42.09%
VA Hospital Route #7	1,799	2,000	11.17%
So. Willow Route #8	2,565	3,376	31.62%
DW Highway-River Rd. Route #9	1,884	1,959	3.98%
Valley-Weston Rd. Route #10	3,312	3,506	5.86%
Front St. Route #11	1,494	1,292	-13.52%
So. Beech Route #12	2,700	2,696	-0.15%
Bedford Mall Route #13	3,286	3,983	21.21%
<b>VISTA SHUTTLE</b>	172	438	154.65%
<b>HANNAFORDS SHUTTLE</b>	421	639	51.78%
<b>VERIZON WIRELESS SHUTTLE</b>	254	0	-100.00%
<b>Weekday Fixed Route Totals</b>	26,392	29,783	12.85%
<b>Saturday Fixed Route Totals</b>	3,572	2,901	-18.78%
<b>MTA Specials &amp; Excursions</b>	60	58	-3.33%
<b>Fixed Route Weekday Average</b>	1,271	1,360	7.00%
<b>Total Transit Passengers Served</b>	30,024	32,742	9.05%

The two attached pages show the graph of service changes over the past fiscal years and the standard report.

  
 Karyn Porter  
 Assistant Executive Director

C

# Step Saver Statistical Report

Reporting Period:

August 2004

## SERVICE TOTALS

<b>Total Days of Service:</b>	26	<b>Total Routes Provided:</b>	93
<b>Total Passenger Trips:</b>	901	<b>Total Wheelchair Trips:</b>	129
<b>Total Service Miles:</b>	2,534.1	<b>Total Service Time:</b>	11,563.4
<b>Total Subscriptions Served:</b>	666	<b>Total Reservations Taken:</b>	235
<b>Total Cancellations:</b>	33	<b>Total No-Go's:</b>	20

## STATISTICS

<b>Avg. Passenger Trips/Day:</b>	34.7	<b>Avg. Wheelchair Trips/Day:</b>	5.0
<b>Avg. Daily Miles:</b>	97.5	<b>Avg. Daily Time:</b>	444.7
<b>Avg. Daily Subscriptions:</b>	25.6	<b>Avg. Daily Reservations:</b>	9.0
<b>Avg. Miles/Passenger Trip:</b>	2.8	<b>Avg. Trip Time:</b>	12.8
<b>Avg. Daily Cancellations:</b>	1.3	<b>Avg. Daily No-Go's:</b>	0.8

## DAY OF WEEK BREAKDOWN

	MON	TUE	WED	THU	FRI	SAT	SUN
Total Weekdays For Period:	5	5	4	4	4	4	5
<b>Avg. Passenger Trips/Day:</b>	31.8	52.2	28.0	46.8	29.5	16.0	0.0
<b>Avg. Wheelchair Trips/Day:</b>	7.4	4.0	4.5	7.5	4.5	1.5	0.0
<b>Avg. Daily Miles:</b>	89.7	186.7	63.3	111.1	38.3	75.5	0.0
<b>Avg. Daily Time:</b>	425.3	809.5	258.7	556.0	172.0	360.8	0.0
<b>Avg. Daily Subscriptions:</b>	23.8	40.0	20.3	33.8	20.3	12.5	0.0
<b>Avg. Daily Reservations:</b>	8.0	12.2	7.8	13.0	9.3	3.5	0.0
<b>Avg. Miles/Passenger Trip:</b>	2.8	3.6	2.3	2.4	1.3	4.7	0.0
<b>Avg. Trip Time:</b>	13.4	15.5	9.2	11.9	5.8	22.5	0.0
<b>Avg. Daily Cancellations:</b>	2.0	1.4	0.0	0.5	3.5	0.0	0.0
<b>Avg. Daily No-Go's:</b>	1.2	0.8	1.3	0.8	0.0	0.5	0.0

**CITY OF MANCHESTER**  
*Department of Traffic*



Thomas P. Lollicata  
Traffic Director

James P. Hoben  
Deputy Traffic Director



Administrative Services Manager  
Denise Boutilier  
Email: [dboutilier@ci.manchester.nh.us](mailto:dboutilier@ci.manchester.nh.us)

**September 29, 2004**

**Board of Mayor and Aldermen  
City Hall Plaza  
Manchester, NH 03101**

**Dear Honorable Members:**

The Traffic Department would like to speak against the "plan for parking permits" that was approved by the Traffic Committee on September 21, 2004.

**ADVANTAGES OF HANDLING PARKING PERMITS AT THE TRAFFIC DEPARTMENT**

The Traffic Department processes approximately forty-four hundred (4400) parking permits with over 400 customers. We encumber the permits, sell and promote them, prepare for pickup, invoice and cash receipt the payments, and renew and process customer accounts. We also handle all collection activity. Customers get one-on-one customer service throughout the process and there is a quick customer/permit issuance turn-around time for customers to receive their permits. We also process receipts for the Victory and CNH parking garages. Customers currently lease their parking permits at the garages directly from the garage. Garages have their system in place and customer/permit issuance turn around is quick.

Customers do business at/with our office between 630am and 330pm. Approximately 70% of customer service is handled through telephone calls and mail, 15% of customer service is handled directly with the customer entering the building between the hours of 630am-10am, and approximately 15% of customer service is handled between the hours of 11am-330pm. Yearly, customers must do business directly at the Traffic Department for renewal of parking permits. There is available parking at all times during our business hours at the designated "Parking City Business" spaces on Hayward Street.

**DISADVANTAGES OF HANDLING PARKING PERMITS AT CITY HALL**

Parking in the City Hall district is at a premium. Customers will be frustrated with the cost and unavailability of parking. The proposal will eliminate one-on-one customer service. There is limited knowledge of the parking system in the City Clerk's office.

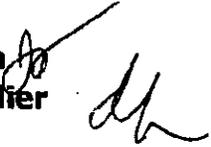
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**WHAT IS THE PROBLEM WITH THE CURRENT SYSTEM OF ISSUANCE OF PARKING PERMITS?**

**If you have any questions, please call.**

**Sincerely,**

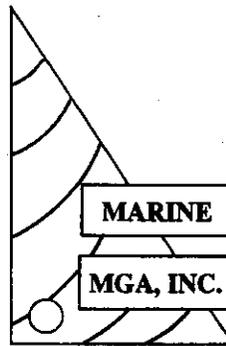
**Tom Lolicata  
James Hoben  
Denise Boutlier**



480 Hayward St., Manchester, NH 03103 Phone: (603) 624-6580 Fax: (603) 624-6583  
E-Mail Address: [traffic@ci.manchester.nh.us](mailto:traffic@ci.manchester.nh.us) Web Site: [www.ManchesterNH.gov](http://www.ManchesterNH.gov)

D

1117 Elm Street  
Manchester, NH  
03101



September 28, 2004

Board of Mayor and Aldermen  
c/o City Clerk  
1 City Hall Plaza  
Manchester, NH 03101

Honorable Members,

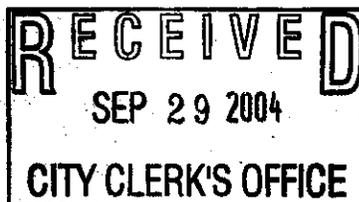
I would like to speak against the Traffic Committee's approval of transferring the parking permit program from the Traffic Department to the City Clerk's Office. My company, Marine MGA, has been leasing approximately twenty-two parking spaces in the 1155 Elm Street parking garage for almost eight (8) years. We appreciate the parking permit program. Currently, we do business at 480 Hayward Street. There is available parking at all times and there is never a waiting line. We also appreciate the customer service we currently receive. If the parking permits were issued at City Hall, available parking is at a premium and would cost us to feed the meter, as the permits are only valid at the 1155 Elm Street garage. Also, the waiting lines would frustrate my employees. We ask that you reconsider the transfer of the parking permit program and request that this letter be added to the agenda items for the next Board Meeting being held on October 5, 2004.

Sincerely yours,

A handwritten signature in black ink, appearing to read "R. Gallagher", written over a horizontal line.

Robert J. Gallagher  
Vice President

RJG/sam



A simple, hand-drawn mark resembling the letter "E" or a similar symbol, located in the bottom left corner of the page.



UNIVERSITY of NEW HAMPSHIRE  
M A N C H E S T E R

September 29, 2004

Board of Mayor and Alderman  
City Hall Plaza  
Manchester, NH 03101

Dear Members:

I write in response to the article that I read in the Union Leader regarding the transferring of parking permits from the Traffic Department to the City Clerk's office. We ask that you review our concerns and add this item to your next agenda.

This would not work well at all for our institution. We at the University of New Hampshire at Manchester have been dealing directly with the Traffic Department for all aspects of our student parking permits in conjunction with city permits. Partnering with them, we have coordinated the ordering, distribution and payment of this process in a timely manner for the past three years. During this time period, the Traffic Department has been extremely helpful by streamlining the process. By dealing directly with Traffic, we avoid long lines renewing permits and decals, the customer service that is provided to us is outstanding, the location and office hours are very convenient and the suggestion of having to go downtown to the City Clerk's office on a busy work day to renew and pick up permits would be such a disservice, not to mention having to find a place to park and paying meters.

The Traffic Department has introduced us to Rydin Decal, which is the company that they currently order city permits from. We have found a considerable savings on our parking permits in addition to being very satisfied customers with Rydin Decal, and for this we are very grateful.

Thanking you in advance for addressing our concerns.

Sincerely,

Doris S. Mrozek  
Dean's Office  
UNH Manchester

JUDD GREGG  
NEW HAMPSHIRE

COMMITTEES:  
HEALTH, EDUCATION, LABOR  
AND PENSIONS, *Chairman*  
APPROPRIATIONS  
BUDGET

# United States Senate

WASHINGTON, DC 20510-2904  
(202) 224-3324

OFFICES:

125 NORTH MAIN STREET  
CONCORD, NH 03301  
(603) 225-7115

41 HOOKSETT ROAD, UNIT 2  
MANCHESTER, NH 03104  
(603) 622-7979

60 PLEASANT STREET  
BERLIN, NH 03570  
(603) 752-2604

16 PEASE BOULEVARD  
PORTSMOUTH, NH 03801  
(603) 431-2171

Reply to:  
Manchester Office:

September 14, 2004

The Hon. William P. Shea, Chairman  
Board of Mayor and Aldermen  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

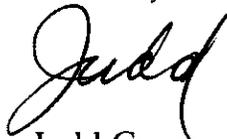
Dear Chairman Shea and Members of the Board:

Thank you for contacting me requesting intervention with the Federal Bureau of Prisons regarding the placement of a federal halfway house within the city limits.

I am contacting the Director of the Federal Bureau of Prisons with your strong opposition expressed in your several votes against any proposal siting such a facility within the city.

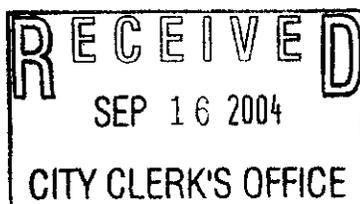
I will let you know as I gain a response or information on this matter.

Sincerely,



Judd Gregg  
U. S. Senator

JG/rl



Leo R. Bernier  
90 River Road  
Manchester, NH 03104

September 29, 2004

The Honorable  
Board of Mayor and Aldermen  
One City Hall Plaza  
Manchester, NH 03101

Honorable Members:

I am requesting the City to allow me to acquire land abutting my property at 90 River Road for whatever fair market value the City determines reasonable. The parcel is known as Tax Map 0415, Lot 001, and if purchased would place the property on the tax roles.

Should the City require, I am willing to grant any easements necessary to complete the sale of this property. My intention in acquiring the property at this time is to retain enough footage to allow me to place a garage on the property, raising the house if necessary. Any and all future work would be done within the constraints of law.

As the only abutter having a logical interest in the property, which presently serves no real value to the City, I hope the City will seriously consider my request.

Sincerely,



Leo R. Bernier

H



**City of Manchester  
Department of Finance**

One City Hall Plaza  
Manchester, New Hampshire 03101  
Phone: (603) 624-6460  
Fax: (603) 624-6549

September 24, 2004

Honorable Board of Mayor and Aldermen  
C/o Mr. Leo Bernier  
Office of the City Clerk  
One City Hall Plaza  
Manchester, NH 03101

**RE: Donations to the Manchester Art Fund**

Dear Honorable Board:

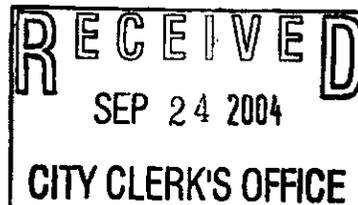
Pleased be advised that the Finance Department is in receipt of donations totaling \$2,842.00 for the Manchester Art Fund. In accordance with section 32.035 of the ordinance "Establishing the Art Fund for the City of Manchester", the funds are to be used for enhancing and promoting art in City buildings or on City properties. Please see the attached copy for specific references to allowable uses.

It is requested that these funds be accepted and remanded for the purpose intended.

Respectfully submitted,

Joanne L. Shaffer  
Second Deputy Finance Officer/Treasury Manager

Cc Georgie Reagan  
Kevin A. Clougherty



H

**City of Manchester  
New Hampshire**

*In the year Two Thousand and Two*

**AN ORDINANCE**

**"An Ordinance Establishing an Art Fund for the City of Manchester."**

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

Amend Chapter 32 Boards, Commissions, and Departments Section 32 Art Commission of the Code of Ordinances of the City of Manchester by inserting new Sections 32.033 thru 32.036 as follows:

**§32.033 PURPOSE.**

The Board of Mayor and Aldermen hereby recognizes the importance of public art. The intent and purpose of this ordinance is to establish the means to provide for public art as a part of the capital improvement process.

**§32.034 DEFINITIONS.**

"Commission" shall mean the City of Manchester Arts Commission.

"Work of art" shall mean any site for performing arts, object of historical significance, or work of visual art, including, but not limited to drawings, paintings, murals, frescoes, sculptures, mosaics, photographs, works of calligraphy, etchings, lithographs, prints, and crafts.

**§32.035 ART FUND.**

(A) Absent specific conditions to the contrary, all gifts of money to the City of Manchester for works of art accepted by the Board of Mayor and Aldermen or appropriations made by the Board of Mayor and Aldermen for works of art shall be deposited into a non-lapsing fund, the art fund, to be used for the purposes identified in Paragraph (D). Nothing in this section or ordinance shall be construed to require or allow the use of any gifts contrary to any provision of law, the terms of any agreement to which the city is a party, or the terms of the gift.

(B) Monies deposited in the art fund may be used for the following purposes:

(1) the acquisition of works of art for City buildings, facilities, parks, and other City property. Acquisition shall be deemed to include the purchase of existing work of art as well as the commissioning of artists to create a work of art;

I

**City of Manchester  
New Hampshire**

*In the year Two Thousand and Two*

**AN ORDINANCE**

"An Ordinance Establishing an Art Fund for the City of Manchester."

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

- (2) the placement, installation, display, maintenance, restoration, or repair any work of art acquired under this program as well as any existing works of art at municipal buildings and facilities; or
- (3) the service of debt arising out of one of the activities identified in subparagraphs (1) and (2).

(C) The Commission may recommend to the board of Mayor and Aldermen that monies in the art fund be expended for the purposes set forth in Paragraph (B).

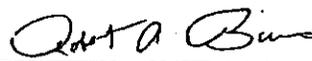
(D) Any sums remaining in the art fund at the end of any budget year shall remain in the art fund and may be expended in future budget years in accordance with the terms and conditions set forth in Paragraphs (B) and (C).

**§32.036 EXISTING AGREEMENTS.**

Nothing in this ordinance shall be construed to alter or otherwise affect the terms of any existing agreements.

This ordinance shall take effect upon its passage.

**December 3, 2002. In Board of Mayor and Aldermen. Passed to be Ordained under suspension of the rules.**



\_\_\_\_\_  
Mayor

I

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending the FY 2002 and 2003 Community Improvement Program, authorizing and appropriating funds in the amount of Ninety Three Thousand Three Hundred Sixty Four Dollars and Two Cents (\$93,364.02) for FY2003 CIP 712103 S. Mammoth Sewer – Phase 3 Project."

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2002 and 2003 CIP as contained in the 2002 and 2003 CIP budget; and

WHEREAS, Table 5 contains all sources of Enterprises, Fees and Other Dedicated Source funds to be used in the execution of projects; and

WHEREAS, additional funds are required for the S. Mammoth Sewer – Phase 3 construction; and

WHEREAS, fund balances in the amount of \$93,364.02 remain in the completed WWTF Aeration System project; and

WHEREAS, the Board of Mayor and Aldermen wishes to make these funds available for the S. Mammoth Sewer Phase 3 project;

NOW, THEREFORE, be it resolved that the 2002 and 2003 CIP be amended as follows:

**By decreasing:**

FY2002 712302 – Upgrade WWTF Aeration System Project – \$93,364.02 – Enterprise  
(from \$324,281.28 Enterprise to \$230,917.26 Enterprise)

**By increasing:**

FY2003 712103 – S. Mammoth Sewer – Phase 3 Project - \$93,364.02 – Enterprise  
From \$1,100,000 Enterprise to \$1,193,364.02 Enterprise)

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

T

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending the FY2003 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Twenty Five Thousand Dollars (\$25,000) for FY2003 CIP 713303 - South Willow Street Area Improvements."

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2003 CIP as contained in the 2003 CIP budget; and

WHEREAS, Table 1 contains all sources of Federal, State, and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept funds in the amount of \$25,000 for improvements to South Willow Area Improvements;

NOW, THEREFORE, be it resolved that the 2003 CIP be amended as follows:

**By increasing:**

2003 CIP 713303 – South Willow Street Area Improvements - \$25,000 Other  
(from \$34,417 Other to \$59,417 Other)

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

T

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending the FY2004 Community Improvement Program, authorizing and appropriating funds in the amount of One Thousand Two Hundred Thirty Three Dollars (\$1,233) for the 2004 CIP 411004 Youth Attendant Program."

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2004 CIP as contained in the 2004 CIP budget; and

WHEREAS, Table 1 contains all sources of Federal, State, and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds from the United States Department of Justice in the amount of \$1,233 for the implementation of the Youth Attendant Program;

NOW, THEREFORE, be it resolved that the 2004 CIP be amended as follows:

**By increasing:**

FY2004 CIP 411004 – Youth Attendant Program - \$1,233 Federal  
(From \$45,000 to \$46,233)

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

4

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Nine Thousand Eight Hundred Two Dollars (\$29,802) for the 2005 CIP 214105 Manchester Multi-Lingual Asthma Education and Outreach Program."

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2005 CIP as contained in the 2005 CIP budget; and

WHEREAS, Table 1 contains all sources of Federal, State and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to accept funding in the amount of \$29,802 from the United States Environmental Protection Agency for the implementation of the Manchester Multi-Lingual Asthma Education and Outreach Program;

NOW, THEREFORE, be it resolved that the 2005 CIP be amended as follows:

**By adding:**

FY2005 CIP 215104 – Manchester Multi-Lingual Asthma Education and Outreach Program - \$29,802  
State

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

24

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Ten Thousand Dollars (\$10,000.00) for the 2005 CIP 810305 VISTA Coordinator Project."

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2005 CIP as contained in the 2005 CIP budget; and

WHEREAS, Table 1 contains all sources of Federal, State, and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept funds from the Corporation for National & Community Service in the amount of \$10,000 for the oversight of the City's VISTA Program;

NOW, THEREFORE, be it resolved that the 2005 CIP be amended as follows:

**By increasing:**

FY2005 CIP 810305 – VISTA Coordinator Project - \$10,000 Federal  
(from \$25,000 Federal to \$35,000 Federal)

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

H

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

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

“Amending the Zoning Ordinance of the City of Manchester by changing the zoning district of property currently zoned IND (General Industrial) to R-SM (Residential Suburban Multifamily) by extending the R-SM zone district on a portion of property identified as TM 478, Lot 8, located on Candia Road.”

ought to pass.

Respectfully submitted,



Clerk of Committee

K

# City of Manchester New Hampshire

*In the year Two Thousand and* **FOUR**

## AN ORDINANCE

Amending the Zoning Ordinance of the City of Manchester by changing the zoning district of property currently zoned IND (General Industrial) to R-SM (Residential Suburban Multifamily) by extending the R-SM zone district on a portion of property identified as TM 478, Lot 8, located on Candia Road.

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

SECTION I.). Amending the Zoning Ordinance of the City of Manchester by changing the zoning district of property currently zoned IND (General Industrial) to R-SM (Residential Suburban Multifamily) by extending the R-SM zone district on a portion of property identified as TM 478, Lot 8, located on Candia Road, and being more particularly bounded and described as follows:

Beginning at a point located at the southeasterly corner of the herein described property, at the intersection of TM 478, Lot 2, TM 727, Lots 24B & 33, also being the northeast corner of the R-SM (Residential Suburban Multifamily) and the IND (General Industrial) districts, prior to this amendment;

Thence, in a westerly direction along the property line of TM 478, Lot 2 & TM 478, Lot 8, also being the zone boundary line of the R-SM (Residential Suburban Multifamily) and IND (General Industrial) districts, prior to this amendment, a distance of approximately 357 feet, to a point;

Thence, in a southerly direction along the property line of TM 478, Lot 2 & TM 478, Lot 8, also being the zone boundary line of the R-SM (Residential Suburban Multifamily) and IND (General Industrial) districts, prior to this amendment, a distance of approximately 522 feet, to a point;

Thence, in a westerly direction along the property line of TM 478, Lot 2 & TM 478, Lot 8, also being the zone boundary line of the R-SM (Residential Suburban Multifamily) and IND (General Industrial) districts, prior to this amendment, a distance of approximately 343 feet, to a point;

Thence, in a northerly direction along the property line of TM 478, Lot 8A & TM 478, Lot 8, also being the zone boundary line of the R-1B (Residential One Family) and IND (General Industrial) districts, prior to this amendment, a distance of approximately 630 feet, to a point;

Thence, in a easterly direction across TM 478, Lot 8 along a metes and bound line described as North 59 degrees, 31 minutes, and 52 seconds East, also being the new zone boundary line of the R-SM (Residential Suburban Multifamily) and IND (General Industrial) districts, after this amendment, a distance of approximately 465 feet, to a point;

K

**City of Manchester  
New Hampshire**

*In the year Two Thousand and Four*

**AN ORDINANCE**

Amending the Zoning Ordinance of the City of Manchester by changing the zoning district of property currently zoned IND (General Industrial) to R-SM (Residential Suburban Multifamily) by extending the R-SM zone district on a portion of property identified as TM 478, Lot 8, located on Candia Road.

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

Thence, in a southerly direction along the property line of TM 727, Lots 24 D, 24 C, 24 B & TM 478, Lot 8, also being the new zone boundary line of the R-SM (Residential Suburban Multifamily) and IND (General Industrial) districts, after this amendment, a distance of approximately 579 feet, to a point, said point also being the point of beginning.

Said description to include a 7.6 acre portion of TM 478, Lots 8.

SECTION II. Resolve this ordinance shall take effect upon passage.

K



Robert S. MacKenzie, AICP  
Director

# CITY OF MANCHESTER

## Planning and Community Development

Planning  
Community Improvement Program  
Growth Management



Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

TO: City Clerk  
FROM: City Planning Dept. *TLH*  
DATE: Sept. 5, 2003

RE: Short title for zoning amendments requested for property located on Candia Road, TM 478, Lot 8 by Candia Realty, LLC

Listed below are the short titles for two requests to the Board of Mayor and Aldermen. One description represents a map change, while the second represents a text change.

Amending the Zoning Ordinance of the City of Manchester by changing the zoning district of property currently zoned IND (General Industrial) to R-SM (Residential Suburban Multifamily) by extending the R-SM zone district on a portion of property identified as TM 478, Lot 8, located on Candia Road.

Amending the Zoning Ordinance of the City of Manchester by amending Article 5, Section 5.10, G-6 of the Table of Principal Uses by inserting a "P" in the "IND - General Industrial/Industrial Park" column of item G-6 of the table.

*K*

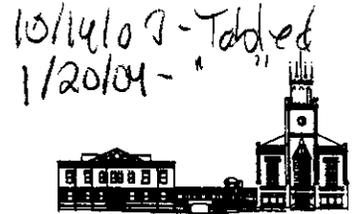


Robert S. MacKenzie, AICP  
Director

# CITY OF MANCHESTER

## Planning and Community Development

Planning  
Community Improvement Program  
Growth Management



Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

### Memorandum

To: Committee on Bills on Second Reading

From: Robert S. MacKenzie *RS*  
Director of Planning

Date: October 8, 2003

re: Proposed Rezoning of property on Candia Road

This request is actually composed of two parts. First, the rezoning of a portion of land from IND to R-SM on a property on the south side of Candia Road and east of I-93. Second is a text change to the ordinance that would allow drive-thru windows for restaurants in the IND district.

With respect to the map change, our staff has not had time to discuss the issues related to this. The Board may want additional information on school impacts and possible traffic. It would be my opinion, however, that the configuration of the property – particularly the southern one third – lends itself better to residential than industrial. This is because the site tucks in behind existing residential areas and certain industrial uses in this location would be disruptive of the neighborhood.

A question was also raised on whether the rezoning request complies with the 10 acre limitation of the Zoning Ordinance for R-SM zones. We are preparing a letter to the City Solicitor on this issue.

With respect to the drive-thru provision, it is our opinion that if the Board is inclined to allowing the proposed uses, that this change would be far more preferable than changing the zoning of the larger area to a commercial district. If this change were made I would note that additional changes might be required in order to avoid an anomaly in the ordinance.

I will be available at your next meeting should you have questions.

K



Robert S. MacKenzie, AICP  
Director

# CITY OF MANCHESTER

## Planning and Community Development

Planning  
Community Improvement Program  
Growth Management



Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

### Memorandum

To: Committee on Bills on Second Reading

From: Robert S. MacKenzie *RS*  
Director of Planning

Date: August 12, 2004

re: Proposed Rezoning of property on Candia Road

This request involves the rezoning of a portion of land from IND to R-SM on a property on the south side of Candia Road and east of I-93. A related rezoning request on this property - a text change to the ordinance that would allow drive-thru windows for restaurants in the IND district - has already been acted upon by the Board.

The staff had previously suggested to the committee that it we be allowed to wait for the latest vacancy rates and rental cost information from the NH Housing Finance Authority prior to making a recommendation. That information has now been released and we are forwarding a report on this rezoning request.

#### *Issues*

**Vacancy Rate:** The City's rental vacancy rate has taken a significant jump upwards between 2003 and 2004. The survey conducted by NH Housing Finance Authority shows the vacancy rate at 4% which is double the 2003 rate. It is somewhat higher than Concord's rate and significantly higher than Nashua's rate. The NHHFA survey is a selected sample - primarily of larger complexes. The census count of all units conducted every 10 years typically runs two to three percentage points higher than the NHHFA survey. Using the census as a benchmark, I would estimate that the City's vacancy rate is about 6%. This is on the upper end of what could normally be a healthy vacancy rate of 4 to 6%.

**Rental Costs:** Although vacancies have increased, this has not yet factored into rental costs. The NHHFA survey showed a slight increase between 2003 and 2004 after dip in the previous year. With average rates for rental housing exceeding \$1,000 per month,

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affordability remains a significant issue. The project as discussed would be an affordable workforce housing project.

*Conversion of industrial land:* Generally speaking, with the need to increase tax base and job opportunities, conversion of industrial land to housing should be carefully controlled.

*Compatibility with residential area:* This particular site is wrapped in three sides by single-family and multi-family residential uses. A heavy industrial use at this site could be a major irritation and/or impact on this neighborhood. From the neighborhood perspective, therefore, conversion to a residential use may be positive.

*School impact:* It is anticipated that up to 80 units of multi-family housing could be developed in this area. Based upon recent statistical data compiled by this office, the project could be expected to generate approximately .1872 public school pupils per unit or 14 students.

### ***Recommendation***

It is the staff's recommendation that the rezoning request be approved. On balance, the specifics of the site – being tucked in between other residential neighborhoods – would lend itself to a residential future rather than an industrial one.

A note of caution in that I believe it is important for the City to closely monitor housing construction and vacancy rates in the future in order to avoid a glut of multi-family units such as occurred in the 1990 to 1994 period. The recent doubling of vacancy rates is the primary reason for this caution.

Another note of caution is the conversion of industrial land to residential land. While this particular site is more suitable for housing, we believe that the City should carefully monitor and control future conversions from industrial to commercial in order to insure a long term economic base for the City.

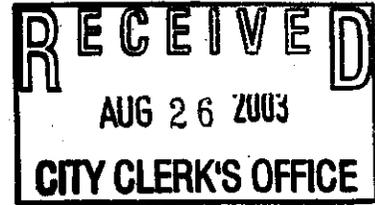
I will be available at your next meeting should you have questions.

K



ATTORNEYS AT LAW

nlazos@slvlaw.com



August 25, 2003

VIA Hand Delivery

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

**RE: Rezone a Portion of Land of Candia Realty, LLC known as  
Tax Map 478, Lot 8 From Industrial to R-SM. And Amend  
Section 5.10 of the Zoning Ordinance.**

Ladies and Gentlemen:

This attached Petition for an amendment to the Manchester Zoning Ordinance is being made at the request of my client, Candia Realty, LLC. to rezone a portion of the existing Industrial zoned land located on Candia Road containing approximately 7.6 acres (as more specifically described in the Petition) from Industrial to Residential Suburban Multifamily (R-SM). This Petition will effectively extend the existing R-SM Zone south of the Property (which currently contains the Eastgate Apartment Complex) north to include approximately three fourths (3/4) of the Property owned by Candia Realty, LLC. The Property also abuts an existing R-1B Residential Zone to the west. In addition, we request an amendment of the Table of Uses of the Ordinance to permit Drive Through Service for restaurants allowed in the Industrial Zone.

We have already discussed this request with Robert Mackenzie of the Planning Department.

We request that the Petition be included in the proposed public hearing for other Zoning Amendments scheduled for the end of September.

**STEBBINS, LAZOS & VAN DER BEKEN**  
PROFESSIONAL ASSOCIATION

The Daily Mirror Building  
66 Hanover Street, Suite 301  
Manchester, NH 03101  
Telephone (603) 627-3700  
Facsimile (603) 641-8900

F:\Lazos\clients\Dunkin Donuts\Manchester Candia Rd\Zoning\lt Manchester City Clerk zoning.doc

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Thank you for your attention to this matter. If you should need any further information please feel free to call me. We also enclose a check for \$300.00 as required by the Ordinance.

Sincerely,



Nicholas J. Lazos

cc: Robert Mackenzie

cc: Client

K

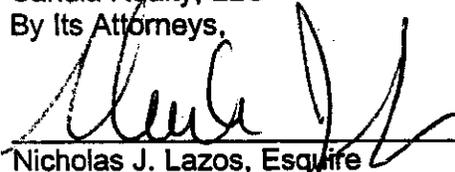
## To the Honorable Board of Mayor and Aldermen of the City of Manchester:

The Undersigned respectfully represents that for the accommodation of the public there is occasion for amending the zoning district applicable to a portion of a 10.94 acre parcel located on Candia Road and known as Map 478, Lot 8 (more particularly described on the attached Exhibit A) (the "Premises") from the current Industrial Zone (Ind) to the Residential Suburban Multifamily (R-SM) support of this Petition offers the following:

1. Map 478 Lot 8 is currently zoned Industrial and abuts the existing R-SM Zone to the south and the R-1B Residential Zone to the west. The purpose of this Petition is to extend the R-SM Zone north to include that portion of the property described in Exhibit A attached hereto and on the attached proposed Development Plan..
2. Petitioner also requests that Section 5.10 G. 6 of the Table of Principal Uses of the Zoning Ordinance amended by inserting a "P" in the "IND General Industrial/Industrial Park" column of said Item G. 6 of the Table.

The Petitioner, therefore respectfully requests that the Honorable Board of Mayor and Aldermen grant this Petition.

Sincerely,  
Candia Realty, LLC  
By Its Attorneys,



Nicholas J. Lazos, Esquire  
Stebbins, Lazos & Van Der Beken, PA  
66 Hanover Street  
Manchester, NH 03101

The land known as Tax Map 748, Lot 8, Candia Road, Manchester, Hillsborough County, New Hampshire, as shown on a plan entitled "TM 748 Lot 8; Dunkin Donuts, Candia Road, Manchester, NH, Development Plan" dated July 2003 Scale 1" = 50' by CLD Consulting Engineers and further described as follows:

Beginning at a point located at the southeasterly most corner of the herein described tract and the intersection of Lots 478/2, 727/33 and 727/24; thence,

- 1) North 64° 20' 22" West along Lot 478/2, a distance of 15.03 feet to a point; thence
- 2) North 74° 33' 02" West along Lot 478/2, a distance of 135.65 feet to a point; thence
- 3) North 71° 42' 43" West along Lot 478/2, a distance of 35.86 feet to a point; thence
- 4) North 77° 55' 43" West along Lot 478/2, a distance of 33.73 feet to a point; thence
- 5) North 74° 36' 15" West along Lot 478/2, a distance of 137.20 feet to a point; thence
- 6) South 03° 10' 10" West along Lot 478/2, a distance of 131.39 feet to a point; thence
- 7) South 02° 21' 39" West along Lot 478/2, a distance of 97.72 feet to a point; thence
- 8) South 02° 26' 58" West along Lot 478/2, a distance of feet 16.81 feet to a point; thence
- 9) South 02° 40' 57" West along Lot 478/2, a distance of 104.82 feet to a point; thence
- 10) South 01° 51' 33" West along Lot 478/2, a distance of 64.95 feet to a point; thence
- 11) South 04° 12' 50" West along Lot 478/2, a distance of 47.55 feet to a point; thence
- 12) South 00° 14' 17" West along Lot 478/2, a distance of 59.62 feet to a point; thence
- 13) North 79° 11' 20" West along Lot 478/2, a distance of 189.46 feet to a point; thence
- 14) North 71° 45' 20" West along Lot 478/2, a distance of 153.89 feet to a point at the southwest corner; thence

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- 15) North 05° 05' 36" East along Lot 478/8A, a distance of 450.75 feet to a point; thence
- 16) North 03° 59' 37" East along Lot 478/8A, a distance of 92.09 feet to a point; thence
- 17) North 03° 22' 31" East along Lot 478/8A, a distance of 87.79 feet to a point at the northwest corner of the herein described tract; thence,
- 18) North 59° 31' 52" East along New Lot 478/8B, a distance of 354.19 feet to a point; thence
- 19) Along a curve with a radius of 57.00, a length of 116.17 feet to a point; thence
- 20) North 64° 43' 25" East, a distance of feet 52.48 to a point; thence
- 21) South 25° 16' 35" East along Lot 727/24C, a distance of feet 12.34 to a point; thence
- 22) South 25° 51' 57" East along Lot 727/24C, a distance of feet 246.35 to a point; thence
- 23) South 24° 54' 39" East along Lot 727/24C, a distance of feet 106.86 to a point; thence
- 24) South 24° 44' 34" East along Lot 727/24B, a distance of feet 109.38 to a point; thence
- 25) South 18° 19' 43" East along Lot 727/24B, a distance of feet 16.97 to the point of beginning.

All distances are approximate.

## MEMORANDUM

This Memorandum as required by Article 16 of the City of Manchester's Zoning Ordinance is in support of the application by Candia Realty, LLC related to Map 478, Lot 8 on Candia Road, Manchester, New Hampshire ("Premises") to amend the zoning map to extend the existing Residential Suburban Multifamily Zone (R-SM) to include the southerly eight (8) acre portion of the Premises.

1. The description of the portion of the Premises to be rezoned is attached hereto in the form of an Exhibit A and a proposed Development Plan.
2. The purpose and intent of the proposed amendment is to amend the zoning map to include the Rezoned Area within the R-SM Zone.
3. The existing zoning district is Industrial but The Premises abuts an existing R-SM Zone to the south and an existing R-1B zone to the west.
4. Impact on District and Adjacent Neighborhoods.

The change in zoning classification will result in a land use which is consistent with the existing uses and will be zoned in a manner consistent with abutting properties. The new zoning classification will have no effect on the adjacent properties since it will reflect and extend existing uses and appropriate uses for the Rezoned Area. The Rezoned Area will serve as a buffer between the R-1B Zoned Area and the Industrial Area to the east. The current use of the Premises will continue until such time as the Premises may be sold.

5. The proposed amendment will have a very beneficial impact on the City's economy, environment and municipal services. The proposed extension of the Suburban Multifamily Zone will provided needed apartment housing for the City and will retain a significant amount of open space. In addition, this extended R-SM Zone creates a buffer zone between the single family area to the west and the developed industrial area to the east. Any future development of the property will require approval from and review by the Manchester Planning Board which will include traffic studies, modified driveways and site plan review to address any possible impacts.

The proposed amendment of the Table of Uses of the Ordinance to permit drive through service in the Industrial Zone is consistent with the permitted uses in the Industrial Zoned areas. The drive through service enhances the convenience and accessibility of smaller restaurants which are already permitted by right in the Industrial Zone. In the present case, drive through service is already permitted in the "Wendy's Restaurant" located directly across Candia Road.

6. Attached is a list of all abutters, addresses and tax map numbers.

K

Petition to ReZone  
Candia Road Lot 478/8  
Manchester, New Hampshire  
List of Abutters

Owners of record as of 7-31-03 4:00 P.M.

**Lot 478/2**

Eastgate Apartment Associates Limited Partnership  
540 N. Commercial Street  
Manchester, NH 03101-1146

**Lot 478/8A**

City of Manchester  
Tax Collector  
908 Elm Street  
Manchester, NH 03101

**Lot 893/1**

Wendy's Old Fashioned Hamburgers  
P.O. Box 256  
4288 W. Dublin Granville Rd  
Dublin, Ohio 43017

**Lot 893/2**

Wendy's Old Fashioned Hamburgers  
P.O. Box 256  
4288 W. Dublin Granville Road  
Dublin, Ohio 43017

\*\*\*\*Former owner James A. Spring

K

**Lot 727/24D**

Extra Space Northern Investment LLC  
2795 Cottonwood Portway #400  
Salt Lake City, UT 84121

\*\*\* Former owner Safeloc Storage

**Lot 272/24C**

Normand J. Campeau  
449 Hayward Street  
Manchester, NH 03103

**Lot 727/24B**

Robert Buckley, Trustee  
385 King Street  
Hanover, MA 02339

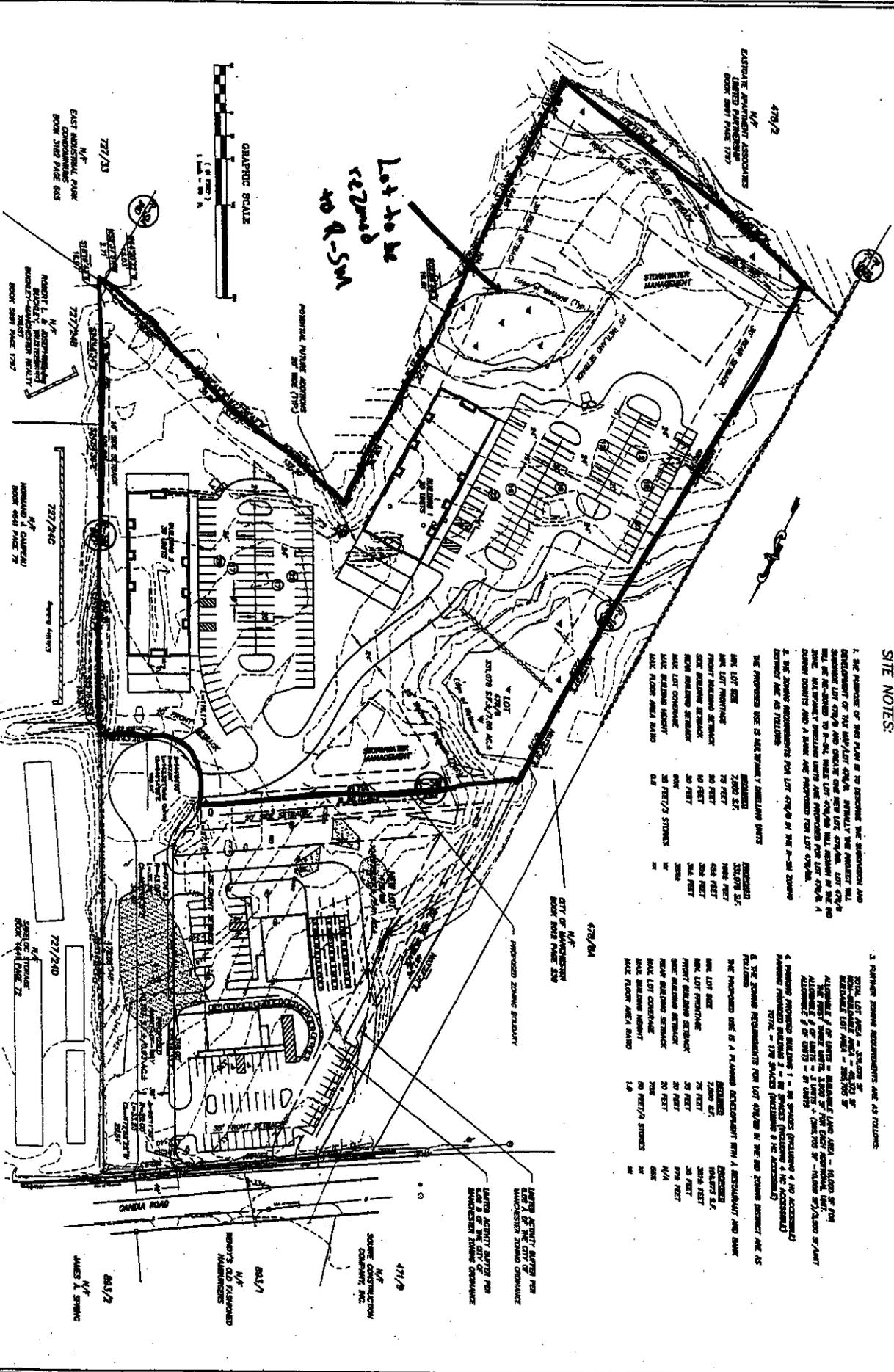
Add'l owner

Josephine Buckley as Trustee  
Buckley Manchester Realty Trust

**Lot 272/33**

Duryco LLC  
C/o DRC Realty LLC  
720 E. Industrial Park Dr. #1  
Manchester, NH 03109

K



**SITE NOTES:**

1. THE PURPOSE OF THIS PLAN IS TO DESCRIBE THE SUBDIVISION AND DEVELOPMENT OF THE SAID LOTS FOR THE PROPOSED RESTAURANT AND DRIVE THRU SERVICE CENTER. THE SAID LOTS ARE TO BE DEVELOPED AS SHOWN ON THIS PLAN. THE SAID LOTS ARE TO BE DEVELOPED AS SHOWN ON THIS PLAN. THE SAID LOTS ARE TO BE DEVELOPED AS SHOWN ON THIS PLAN.

THE PROPOSED USE IS RESTAURANT AND DRIVE THRU SERVICE CENTER

MIN. LOT SIZE	MIN. LOT FRONTAGE	MIN. LOT DEPTH	MIN. LOT AREA
2,000 S.F.	75 FEET	100 FEET	200,000 S.F.
MIN. LOT FRONTAGE	75 FEET	100 FEET	200,000 S.F.
MIN. LOT DEPTH	100 FEET	75 FEET	200,000 S.F.
MIN. LOT AREA	200,000 S.F.	200,000 S.F.	200,000 S.F.

2. THE ZONING REQUIREMENTS FOR LOT 478/2 IN THE R-SM ZONING DISTRICT ARE AS FOLLOWS:

MIN. LOT SIZE	MIN. LOT FRONTAGE	MIN. LOT DEPTH	MIN. LOT AREA
2,000 S.F.	75 FEET	100 FEET	200,000 S.F.
MIN. LOT FRONTAGE	75 FEET	100 FEET	200,000 S.F.
MIN. LOT DEPTH	100 FEET	75 FEET	200,000 S.F.
MIN. LOT AREA	200,000 S.F.	200,000 S.F.	200,000 S.F.

3. THE ZONING REQUIREMENTS FOR LOT 478/2 IN THE R-SM ZONING DISTRICT ARE AS FOLLOWS:

MIN. LOT SIZE	MIN. LOT FRONTAGE	MIN. LOT DEPTH	MIN. LOT AREA
2,000 S.F.	75 FEET	100 FEET	200,000 S.F.
MIN. LOT FRONTAGE	75 FEET	100 FEET	200,000 S.F.
MIN. LOT DEPTH	100 FEET	75 FEET	200,000 S.F.
MIN. LOT AREA	200,000 S.F.	200,000 S.F.	200,000 S.F.

DATE: 02-03-09  
DRAWN: JAP  
CHECKED: DMS  
APPROVED: [Signature]

TM 478 LOTS 2, 88  
DUNKIN' DONUTS  
CANDIA ROAD  
MANCHESTER, NH  
DEVELOPMENT PLAN

SCRIVANOS NETWORK  
15 B PARK RIDGE ROAD  
WARD HILL, MA 01835

CONSULTING ENGINEERS  
640 Commercial Street, Suite 200, Lowell, MA 01850  
(603) 886-8232 Fax: (603) 886-8233  
www.dougherty.com www.dougherty.com

DATE	REVISION	REVISION
02-03-09	1	ISSUED FOR PERMIT

K

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Board authorize acceptance and expenditure of funds in the amount of \$93,364.02 (Enterprise) for the FY2003 CIP 712103 S. Mammoth Sewer – Phase 3 Project, and for such purpose a resolution and budget authorizations have been submitted.

Respectfully submitted,



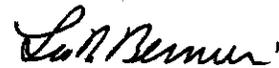
Clerk of Committee

L

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Board authorize acceptance and expenditure of funds in the amount of \$25,000 (Other) for the FY2003 CIP 713303 – South Willow Street Area Improvements, and for such purpose a resolution and budget authorization has been submitted.

Respectfully submitted,



Clerk of Committee

m

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Board authorize acceptance and expenditure of funds in the amount of \$1,233 (Federal) for the 2004 CIP 411004 Youth Attendant Program, and for such purpose a resolution and budget authorization has been submitted.

Respectfully submitted,

*L. R. Nemer*

Clerk of Committee

N

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Board authorize acceptance and expenditure of funds in the amount of \$29,802 (State) for the 2005 CIP 214105 Manchester Multi-Lingual Asthma Education and Outreach Program, and for such purpose a resolution and budget authorization has been submitted.

Respectfully submitted,

*Lu N. Bennett*

Clerk of Committee



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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Board authorize the acceptance and expenditure of funds in the amount of \$10,000 (Federal) for the 2005 CIP 810305 VISTA Coordinator Project, and for such purpose a resolution and budget authorization has been submitted.

Respectfully submitted,

*Leslie Bernier*

Clerk of Committee

P

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

The Committee on Joint School Building respectfully advises, after due and careful consideration, that they have amended Item 4 in the Change Order Policy for school construction as enclosed herein.

Respectfully submitted,

*Paul Bernier*

Clerk of Committee

Q

## **SCHOOL CONSTRUCTION CHANGE ORDER POLICY**

1. All change orders that materially change the scope of the project will be brought before the Joint School Building Committee for approval.
2. Change orders with a value that does not exceed \$25,000 may be executed by the Department of Public Works without prior approval by the Joint School Building Committee.
3. Change orders that are time sensitive (that is without immediate approval delays and/or other escalated costs will be incurred) and do not materially change the scope of the project may be executed by the Department of Public Works without prior approval of the Joint School Building Committee, regardless of value.
4. All change orders that are not time sensitive and whose value exceeds \$25,000 in costs or savings will be brought before the Joint School Building Committee for approval.
5. Monthly reports outlining change orders that have been executed will be provided along with the status reports.
6. Change orders that are non-monetary or reduce the contract value do not require prior approval of the Joint School Building Committee.

Q

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

The Committee on Traffic/Public Safety respectfully recommends, after due and careful consideration, that the Ordinance Violations Bureau be moved under the City Clerk's Office and that all permit parking functions be transferred from the Traffic Department to the City Clerk's Office. The Committee further recommends that these actions be phased in at the discretion of the Clerk and the departments.

Respectfully submitted,



Clerk of Committee

R

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

The Committee on Traffic/Public Safety respectfully recommends, after due and careful consideration, that the Police Department continue details outside of the Verizon Wireless Arena. The Committee further recommends that the Police Department come back to the Committee after the tax rate is set and if additional funds are needed at that time, an alternative funding source will be sought.

Respectfully submitted,

  
Clerk of Committee  
*Deputy*

S

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

The Committee on Traffic/Public Safety respectfully recommends, after due and careful consideration, that:

a request from the Verizon Wireless Arena for various street closures and redirection of Spruce and Cedar Streets in order to accommodate a safe operating area for equipment and animals of the Ringling Bros. and Barnum & Bailey Circus from October 17 through October 25, 2004

be granted and approved under the direct supervision of the City Clerk, Fire, Highway, Police, Traffic and Risk Departments.

Respectfully submitted,



Clerk of Committee  
*Deputy*

T



September 14, 2004

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

Dear Mr. Bernier,

As you are aware the Ringling Bros. and Barnum & Bailey Circus is returning to Manchester. In order to accommodate a safe operating area of the unloading and loading of equipment, the Verizon Wireless Arena would like to request a street closure permit for Chestnut Street and Willow Street from October 17<sup>th</sup>, 2004 to October 25<sup>th</sup> 2004.

The area affected on Chestnut Street will be from Spruce Street to Auburn Street. Traffic will be redirected East on Spruce Street and Cedar Street will not be accessible to Chestnut Street. This area is highly congested with equipment during the week of the Circus.

The area affected on Willow Street will be from Cedar Street to Auburn Street. This road will only be closed two hours prior and one hour post our listed show times. This will give us a safe means to move our animals from our compounds to the arena. In order to accommodate our patrons, Cedar Street will be converted to a Two-Way traffic road during these closure times.

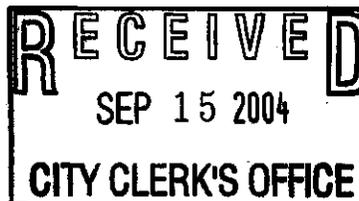
I have attached an outline map of our requested closures.

Thank you,

Sincerely,

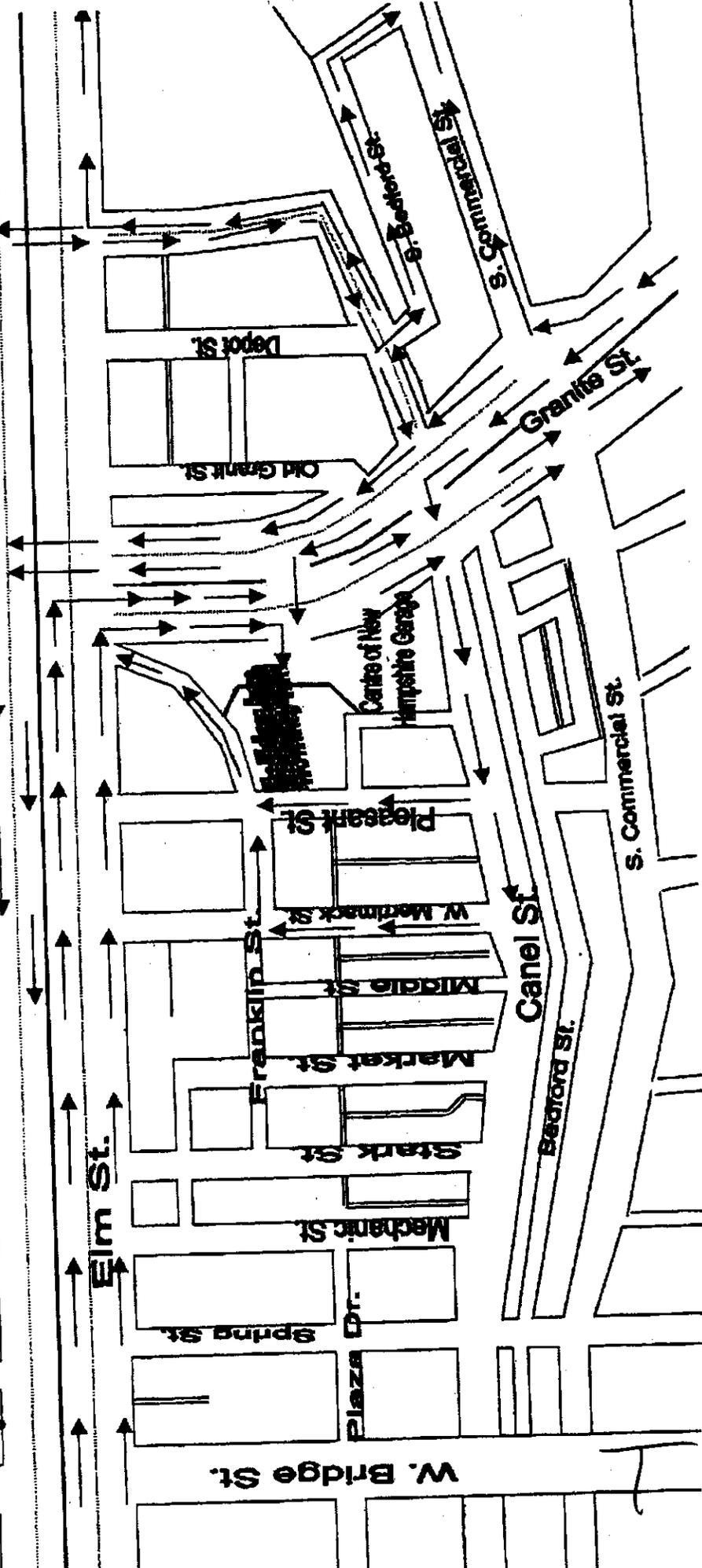
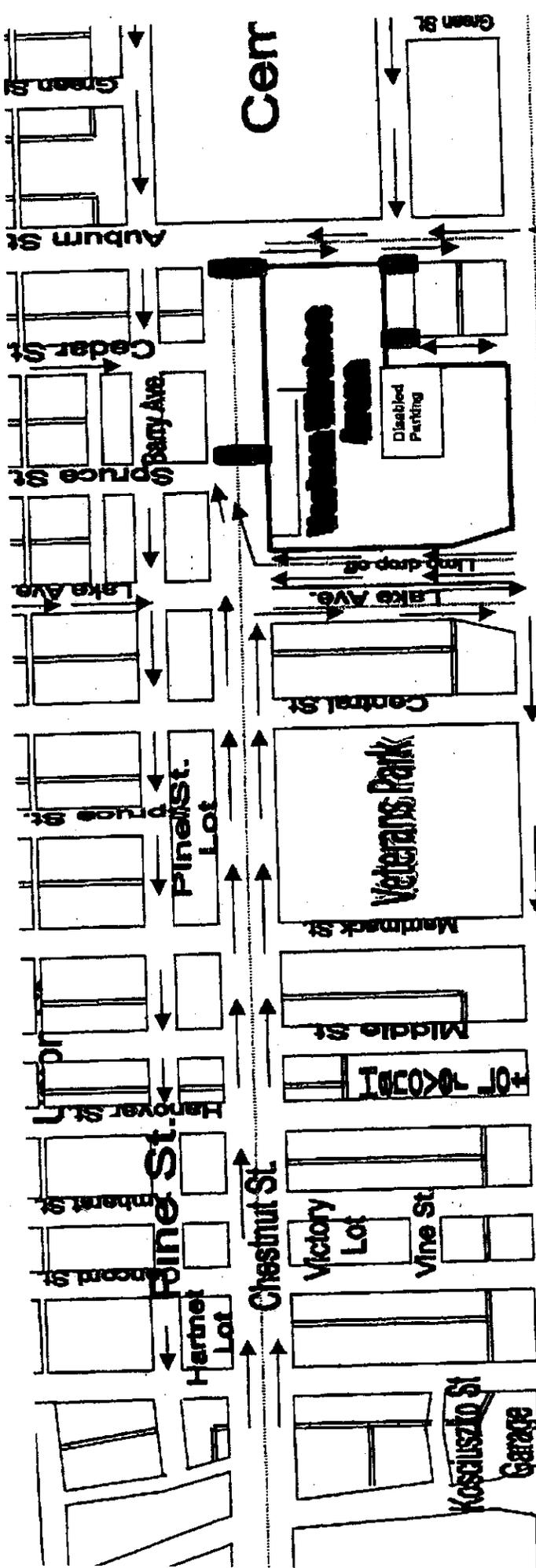
A handwritten signature in black ink, appearing to read "Ron Carvell".

Ron Carvell  
Security Manager  
Verizon Wireless Arena



Cc: Tim Boehert





**Cerr**

**Veterans Park**

**Centre of New  
Hampshire Garage**

**W. Bridge St.**

**Elm St.**

**Canel St**

**S. Commercial St.**

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

The Committee on Traffic/Public Safety respectfully recommends, after due and careful consideration, that the following regulations governing standing, stopping, and parking and operation of vehicles, be adopted pursuant to Chapter 70 of the Code of Ordinances of the City of Manchester and put into effect when duly advertised and the districts affected thereby duly posted as required by the provisions of that chapter and chapter 335 of the Sessions Laws of 1951.

### **Section 70.36 Stopping, Standing, or Parking Prohibited**

#### **STOP SIGNS:**

- On Whittington Street at Whittington Street, NWC
- On Hall Street at Pearl Street, NWC, SEC 4-Way
- On So. Jewett Street at Maurice Street, NWC, SEC 3-Way
- On Charlotte Street at Bernice Avenue, NEC, SWC
- On Charlotte Street at Brent Street, SWC, NEC

#### **NO PARKING:**

- On Blodget Street, south side, from Ash Street to a point 70 feet westerly
- On Union Street, west side, from a point 135 feet south of Concord Street to Amherst Street
- On Hospital Avenue, west side, from Massabesic Street to Chase Way
- On Colby Street, east side, from W. Hancock Street to the dead end
- On S. Main Street, west side, from a point 80 feet south at A Street to C Street
- On Clough Avenue, east side, from Spruce Street to the dead end

#### **NO PARKING LOADING ZONE:**

- On Union Street, west side, from Concord Street to a point 45 feet south

u

**Traffic Report**  
**Page 2.**

**RESCIND NO PARKING:**

On Union Street, west side, from Hanover Street to a point 50 feet north  
On Spruce Street, south side, from Cypress Street to Canton Street (Ord. 6540)  
On Colby Street, west side, from W. Hancock Street to the dead end (Ord. 2869)

**RESCIND 1-HOUR PARKING:**

On Union Street, west side, from Concord Street to a point 50 feet north of  
Hanover Street (Ord. 6238)  
On So. Main Street, east side, from a point 160 feet north of Woodbury Street to a  
point 100 feet south of Goffe Street (Ord. 6127)

**PARKING 3 HOURS (MONDAY-FRIDAY):**

On Union Street, west side, from a point 45 feet south of Concord Street to a point  
90 feet south

**NO VEHICLES – BUSES ONLY (7-9 AM, MONDAY-FRIDAY) – DURING  
SCHOOL HOURS (EMERGENCY ACT):**

On Notre Dame Avenue at Walsh Avenue

**PARKING ONE HOUR (8AM-8PM):**

On Kelley Street, south side, from Montgomery Street to Dubuque Street.

**RESCIND PARKING ONE HOUR (8AM-6PM):**

On Kelley Street, south side, from Montgomery East Back Street to Dubuque  
Street.

**RESCIND NO THROUGH TRUCKING (9:30PM-7AM):**

On Goffstown Road from Front St. to the town line (Ord. 8021)

**NO THROUGH TRUCKING (8:30PM-7AM):**

On Goffstown Road from Straw Road to the Goffstown line

u

**Traffic Report**  
**Page 3.**

**ONE-WAY STREET**

On Pearl Street, eastbound, from Chestnut Street to Union Street  
On Orange Street, westbound, from Union Street to Chestnut Street

**RESCIND TWO HOUR PARKING METERS**

On Elm Street, west side, from Spring Street to a point 185 feet southerly (Ord. 7912)

**ONE HOUR PARKING METERS (8AM-8PM, MON-FRI)**

On Elm Street, west side, from a point 64 feet south of Spring Street to a point 125 feet southerly (3 spaces)

**ONE HOUR LIMIT ACCESSIBLE PARKING SPACES**

On Elm Street, west side, from Spring Street to a point 64 feet south (2 spaces)

**NO PARKING ANYTIME:**

On Elm Street, west side, from a point 125 feet south of Spring Street to a point 208 feet southerly

On Elm Street, west side, from a point 291 feet south on Spring Street to Mechanic Street

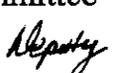
**TWO HOUR PARKING METERS**

On Elm Street, west side, from a point 208 feet south of Spring Street to a point 291 feet southerly (4 spaces)

**REPEALING PROVISIONS**

That all rules and regulations now in effect in accordance with the provisions of an Ordinance "Chapter 70 Motor Vehicles and Traffic" as adopted August 6, 2002, with subsequent amendments thereto and inconsistent with the traffic rules and regulations herein adopted be repealed.

Respectfully submitted,

  
Clerk of Committee  


u



## CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing  
Manchester, New Hampshire 03101  
Tel: (603) 624-6520 – Fax: (603) 628-6288  
Email: [assessors@ci.manchester.nh.us](mailto:assessors@ci.manchester.nh.us)  
Web: [www.ManchesterNH.gov](http://www.ManchesterNH.gov)



Steven G. Tellier, Chairman  
Thomas C. Nichols  
Stephan W. Hamilton

Lee Ann Provencher  
Assistant to Assessors

To: Mayor and Board of Aldermen  
From: Board of Assessors *SP*  
Date: September 8, 2004  
Re: FY2005 Budget Issues

Please consider this request for all or some measure of dispensation from the 98% spending directive. Due to movement within our department in filling the Residential Appraiser position we currently have a vacant Customer Service position. We understand the implication of the directive to the tax rate. However, the need to fill that position is critical.

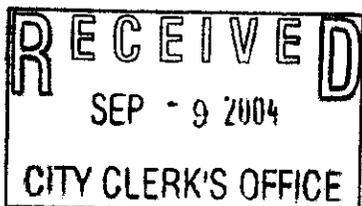
I have taken the liberty to list several issues below for the BMA's initial review. We have the means and finances within our current budget to correct all of the problems. However, this would require dispensation from the 98% spending directive. As these issues affect our department's ability to operate effectively and efficiently, our Board feels these issues need to be addressed as quickly as possible.

I look forward to an opportunity to meet with the BMA in requesting assistance to resolve these items.

### Issues:

- The timely hiring of a vacant Customer Service position;
- The replacement of several failing computers which are hampering data entry and valuation work;
- Replacement of inadequate computer monitors to serve the public in using the City's valuation system and utilizing the GIS system. Replacing the monitors will assist in cost reductions and encourage customers to acquire the information they need with minimum customer assistance, further raising efficiencies. Using the City's electronic database also ensures the customer receives the most up to date information.

It is important to note that the Assessing Department is a front line service to economic development.



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# CITY OF MANCHESTER

## Office of the City Clerk



**Leo R. Bernier**  
City Clerk

**Carol A. Johnson**  
Deputy City Clerk

**Paula L-Kang**  
Deputy Clerk  
Administrative Services

**Matthew Normand**  
Deputy Clerk  
Licensing & Facilities

**Patricia Plecuch**  
Deputy Clerk  
Financial Administration

September 27, 2004

The Honorable Board of Mayor  
and Aldermen  
One City Hall Plaza  
Manchester, NH 03101

Dear Honorable Board Members:

Now that we have a quarter of the fiscal year behind us, we respectfully request dispensation from the Board's 98% spending directive in the FY2005 budget.

During the September Primary, Manchester schools were open rather than being closed like the last primary thereby requiring additional costs associated with staffing, safety (police) and other related election costs.

With the November Election right around the corner, we are now experiencing an additional cost by the City having to not only print but program our voting machines to include a second ballot for the City Charter amendment question. Last week the State of New Hampshire notified us that they would be unable to include our referendum question on their ballot due to spacing constraints.

Therefore, we ask that the Board set aside \$9,500 in contingency funds for this purpose.

However, the good news is that after reviewing revenues for the City Clerk's office (at the request of Finance), it is felt we can increase our revenues by approximately \$50,000 for the year.

Your favorable consideration of this request is gratefully appreciated.

Sincerely,

Leo R. Bernier  
City Clerk

21



# CITY OF MANCHESTER

## Office of the City Clerk



**Leo R. Bernier**  
City Clerk

**Carol A. Johnson**  
Deputy City Clerk

**Paula L-Kang**  
Deputy Clerk  
Administrative Services

**Matthew Normand**  
Deputy Clerk  
Licensing & Facilities

**Patricia Plecuch**  
Deputy Clerk  
Financial Administration

September 27, 2004

The Honorable Board of Mayor  
and Aldermen  
One City Hall Plaza  
Manchester, NH 03101

Dear Honorable Board Members

As has been done in the past, I would respectfully suggest that the regularly scheduled first Board meeting be held on Wednesday, November 3<sup>rd</sup> rather than November 2<sup>nd</sup> due to the State General Election being held that day.

Based on the very heavy inquiries now coming into this office associated with the election, your favorable consideration of postponing the meeting by one day will help staff address all necessary activities in a more efficient manner.

Sincerely,

Leo R. Bernier  
City Clerk



**MANCHESTER WATER WORKS**  
281 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03103-5093 Tel. (603) 624-6494

**BOARD OF WATER COMMISSIONERS**

C. ARTHUR SOUCY  
President

RAYMOND W. PROVENCHER  
Clerk

DONALD P. COUTURIER  
JAMES W. CRAIG  
PATRICIA H. CORNELL  
RICHARD M. BUNKER

Ex Officio  
HON. ROBERT A. BAINES  
Mayor

THOMAS M. BOWEN, P.E.  
Director and Chief Engineer

ROBERT BEAURIVAGE, P.E.  
Asst. Director

September 16, 2004

Board of Mayor and Aldermen  
City of Manchester  
c/o City Clerk's Office  
One City Hall Plaza  
Manchester, NH 03105

**RE: SPECIAL LEAVE  
CODE OF ORDINANCE 33.076(B)**

Dear Honorable Board:

In February and April of 2004, the Board of Mayor and Aldermen approved a request of Terry McNeil, an Account Specialist II with the Manchester Water Works, for leaves of absence for the purpose of providing home care for her son who had been seriously injured in an auto accident.

While her son is continuing to make steady progress, Ms. McNeil has requested approval to continue the leave of absence. The Manchester Water Works understands the extreme circumstances under which this request has been made and wish to support the employee's request to the extent possible. We have also been able to continue Ms. McNeil's former duties with the assistance of a temporary position, which we would expect to continue.

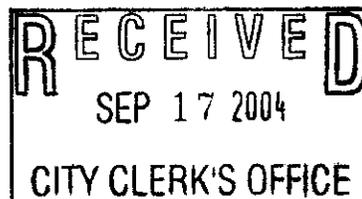
Whereas the code of ordinances authorizes the BMA to extend special leave of absence for any period or periods not to exceed one calendar year, Manchester Water Works would recommend that the Board approve the request through February 6, 2005, that is one year from the date of the initial authorization.

Sincerely,

Thomas M. Bowen, P.E.  
Director

TMB:ds

cc: Theresa McNeil



23



John A. Jaskolka  
*Chief*

# City of Manchester Police Department

Ralph Miller Public Safety Center  
351 Chestnut Street Manchester, New Hampshire 03101-2294  
(603) 668-8711 Business Phone  
(603) 668-8941 Main Fax  
(603) 628-6137 Administrative Offices Fax

## Commission

James A. McDonald, Sr.  
John J. Tenn  
Nury Marquez  
Thomas Noonan

## Deputy Chiefs

Richard P. O'Leary  
Glenn S. Leidemer  
Gary T. Simmons

## Executive Secretary

Kim Demers

September 28, 2004

Honorable Mayor Robert A. Baines  
Board of Mayor and Alderman  
One City Hall Plaza  
Manchester, NH 03101

Honorable Mayor and Board:

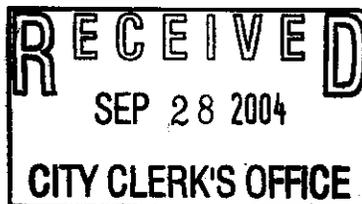
The department, in the process of replacing our K-9 vehicles with 2004 models has purchased new K-9 inserts to fit the new vehicles. These inserts are in essence back seat cages to allow the dog to move freely about the back of the cruiser. They are made of cast aluminum and suitable for this type of activity.

Although the replaced units are showing signs of aging, wear and tear, we have received some interest from another agency to obtain one of the old inserts. This agency located in Massachusetts is implementing a K-9 program, and is in the process of obtaining all the necessary training and equipment for this purpose. They are aware the insert has years of use, but feel it may meet their needs at least in getting their project off the ground.

I would request permission to place an offer to similar agencies relative their interest and depending on the response, either provide the agencies with an insert or offer them up for an auction style bid. Based on their wear and tear I don't believe their value is considerable, but believe this option may provide some response. If the response is limited to request for the three we have I would ask permission to provide them to those agencies without the need for a bid process or cost to them.

Sincerely,

  
John A. Jaskolka  
Chief of Police



A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



24



**City of Manchester Planning Board**  
c/o City of Manchester Planning & Community Development  
One City Hall Plaza  
Manchester, NH 03101  
Tel: 603-624-6450  
Fax: 603-624-6529

September 7, 2004

Honorable Board of Mayor and Aldermen  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

*Re: Building Permits for 180 & 192 Watts Avenue, pursuant to RSA 674:41*

Dear Honorable Board of Mayor and Aldermen:

On August 3, 2004, your Board received a communication from Attorney Rick Fradette regarding the erection of buildings on a private road. Specifically, the property owners wish to construct two houses at the end of the accepted portion of Watts Avenue by constructing a private way to provide access.

The State land use regulations (specifically RSA 674:41) allow the governing body to authorize the issuance of building permits on a private road if certain guidelines are followed. The property owners, through their attorney, have been following the steps to accomplish this. Most recently, on August 26, 2004, the attorney presented his case to the Planning Board. The Planning Board and staff are not aware of any other property owners that have followed this procedure, so this request is a "first". This letter serves as comment to this specific request.

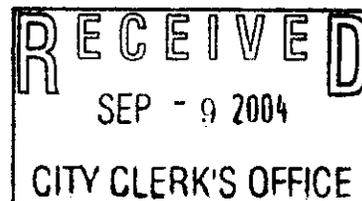
The Planning Board was at first concerned about setting a precedent that might result in numerous requests to build houses on private ways. It was determined that there are no other vacant existing lots of record at this end of Watts Avenue, so the Planning Board is supportive of this particular request. Should any other requests to build on private ways come before the Planning Board, the Board will review the specific criteria of each request on a case by case basis.

I trust this comment letter is helpful to the BMA in making its decision.

Sincerely,

Kevin A. McCue, Chairman  
Manchester Planning Board

C: Leon LaFreniere, Building Commissioner  
Attorney Rick Fradette



25

**BELIVEAU • FRADETTE**  
**DOYLE • GALLANT**  
ATTORNEYS AT LAW

Cheryl LePine Beliveau

† Richard E. Fradette, RPh, MPH

W. James Doyle

\*\* Clifford P. Gallant, Jr.

\*\* Gregory David Palkon

† Registered Pharmacist  
Masters in Public Health

\*\* Also Admitted in Massachusetts

IN BOARD OF MAYOR & ALDERMEN

DATE: August 3, 2004

ON MOTION OF ALD.

Garrity

SECONDED BY ALD.

Shea

refer to the Planning Board  
VOTED TO for review and comment per  
RSA 674:41.

*Leo Bernier*  
CITY CLERK

July 20, 2004

**BY HAND DELIVERY**

Mr. Leo Bernier  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

Dear Mr. Bernier:

In accordance with the instructions of the City Solicitor, as communicated through Mr. Terry Harlacher of the Planning Board, and pursuant to RSA 674:41(d), enclosed please find the following:

1. A copy of a letter dated April 22, 2003 addressed to Joan Bennett, Chairman of the Manchester Planning Board.
2. A copy of the proposed lots to be created on Watts Street with a "private road" as access or frontage.
3. A copy of the public notice pursuant to RSA 674:41-I(d).
4. A copy of the Decree from the Hillsborough County Superior Court vesting title to the property in the owners of each respective lot. One lot is owned by Mr. and Mrs. Burke and the other is owned by Mr. and Mrs. Zielinski.

Please schedule this matter for consideration at the next available BMA meeting. The owners and taxpayers have been waiting a long time to get these lots approved for construction. They have expended a considerable amount of money to establish title to the discontinued roadway. They request that the BMA move as soon as possible to issue a building permit for each lot. It is my understanding the Planning Board will be consulted and a recommendation made.

91 Bay Street

PO Box 3150

Manchester, N.H.

03105-3150

Tel: (603) 623-1234

Fax: (603) 623-4817

www.beliveau-fradette.com

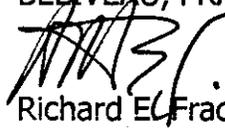
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Mr. Leo Bernier  
July 20, 2004  
Page 2

Thank you for your cooperation.

Very truly yours,

BELIVEAU, FRADETTE, DOYLE & GALLANT, PA



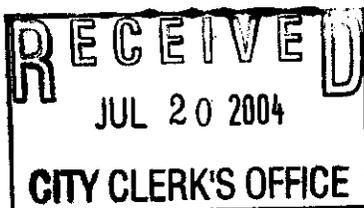
Richard E. Fradette

[Rick@beliveau-fradette.com](mailto:Rick@beliveau-fradette.com)

REF/vlr

Enclosures

cc: Mr. Norris Viviers



25

**BELIVEAU • FRADETTE**  
**DOYLE GALLANT**  
ATTORNEYS AT LAW

Cheryl LePine Beliveau  
† Richard E. Fradette, RPh, MPH  
W. James Doyle  
\*\* Clifford P. Gallant, Jr.  
\*\* Gregory David Palkon

† Registered Pharmacist  
Masters in Public Health  
\*\* Also Admitted in Massachusetts

April 22, 2003

Joan Bennett, Chairman  
City of Manchester  
Planning Board  
One City Hall Plaza  
Manchester, NH 03101

**BY HAND DELIVERY**

RE: **180 and 192 Watts Street  
Private Road Construction**

Dear Chairman Bennett and  
Honorable Members of the Planning Board:

Please be advised that I represent the owners of two lots located at the very end of Watts Street in Manchester, New Hampshire. In fact, the section of Watts Street where these two lots are located is not developed and the previous road laid out there has been abandoned by the City. Therefore, these two lots exist on an unimproved private road.

The property at 180 Watts Street enjoys a slope variance that issued from the Manchester ZBA on June 12, 2002 in order to develop both lots along a properly dedicated public way. Lot No. 192 is a lot of record and the owners and ZBA members anticipated that the road would be continued as a public way. However, one abutter to the discontinued road is refusing to give his consent to the Highway Department developing this road as a public way. Therefore, the only means by which the owners can develop the two lots is pursuant to a private way or road. At the suggestion of the Manchester ZBA members, we now appear before you as follows.

91 Bay Street  
PO Box 3150  
Manchester, N.H.  
03105-3150  
Tel: (603) 623-1234  
Fax: (603) 623-4817  
www.beliveau-fradette.com

25

Joan Bennett, Chairman  
April 22, 2003  
Page 2

Pursuant to RSA 674:41-I(d), these two lots can be developed on a private road provided that:

1. The Board of Mayor and Alderman, after review and comment by the Planning Board, has voted to authorize the issuance of building permits for the erection of buildings on said private road or portions thereof; and
2. The municipality neither assumes responsibility for maintenance of said private road nor liability for any damages resulting from the use thereof; and
3. Prior to the issuance of the building permit, the applicant shall produce evidence that notice of the limits of municipal responsibility and liability has been recorded in the county registry of deeds for the lot for which the building permit is sought.

As you can see, the first step in the process contemplated under this statute is a review and comment by the Planning Board. The owners shall execute the necessary public notice and record the same at the registry of deeds, a copy of which is attached for your easy reference. After the Planning Board has reviewed and commented on this request, we will bring it to the Board of Mayor and Alderman for the issuance of a building permit.

Thank you for your cooperation in this regard.

Very truly yours,

BELIVEAU, FRADETTE, DOYLE & GALLANT, PA



Richard E. Fradette

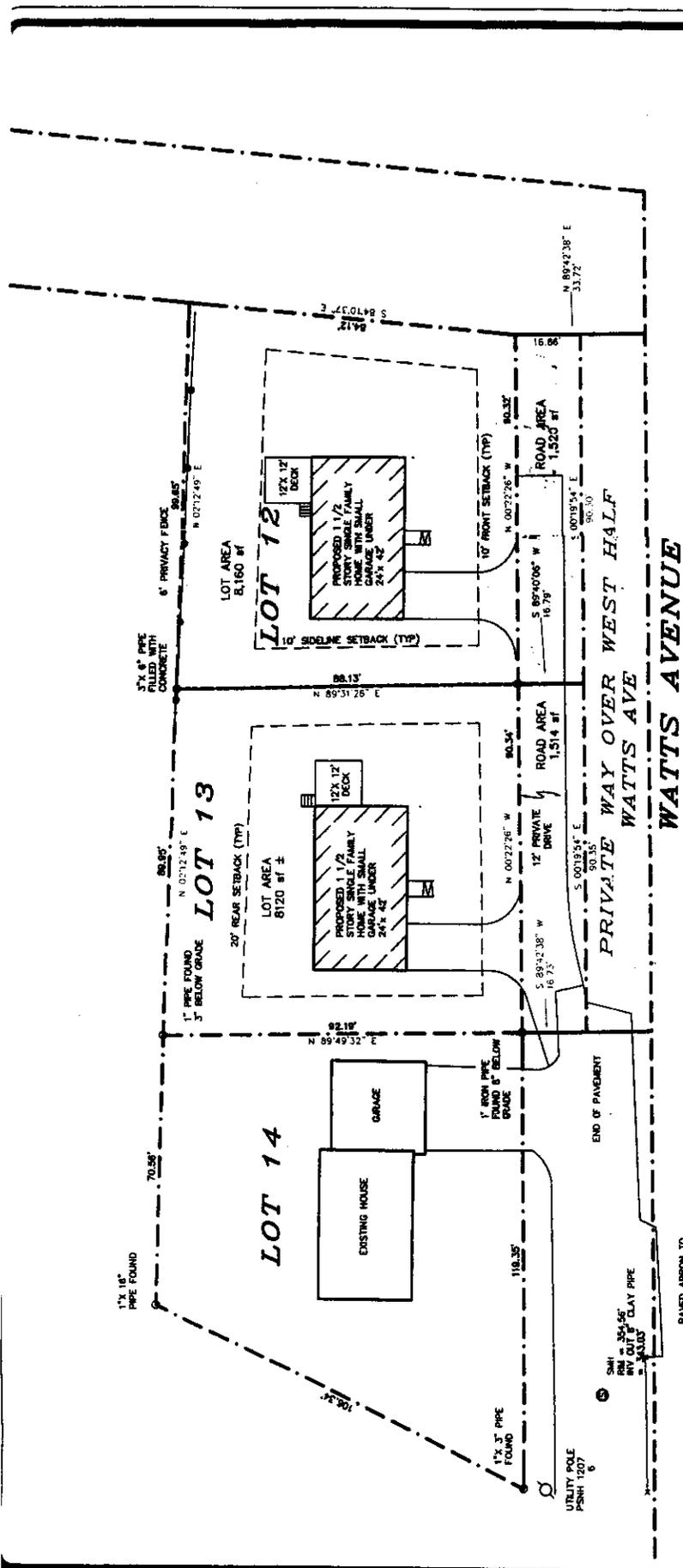
[Rick@beliveau-fradette.com](mailto:Rick@beliveau-fradette.com)

REF/vlr

Enclosure

cc: Mr. Norris Viviers

25



**INTENT OF THIS PLAN:**

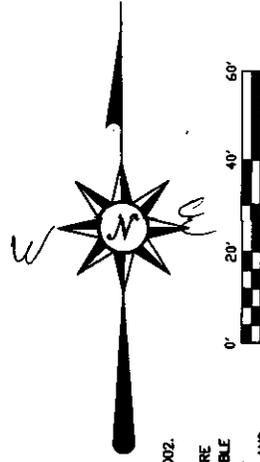
- 1.) THE INTENT OF THIS PLAN IS TO SHOW THE EXISTING TOPOGRAPHY ACROSS LOTS 12-14 TAX SHEET 636, MANCHESTER NH.
- 2.) THE LOT LINES SHOWN ARE APPROXIMATE. THIS IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY.

**REFERENCE PLANS**

- 1.) MANCHESTER TAX MAP SHEET 636.

**NOTES**

- 1.) SURVEY BY TOTAL STATION ON APRIL 9, 2002.
- 2.) BEARINGS ARE BASED ON A MAGNETIC OBSERVATION IN APRIL, 2002.
- 3.) THE LOCATION OF ALL UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED UPON THE FIELD LOCATION OF ALL VISIBLE STRUCTURES (IE CATCH BASINS, MANHOLES, WATERGATES, ETC.) AND INFORMATION COMPILED FROM PLANS PROVIDED BY UTILITY COMPANIES AND GOVERNMENTAL AGENCIES. ALL CONTRACTORS SHOULD NOTIFY, IN WRITING, SAID AGENCIES PRIOR TO ANY EXCAVATION WORK AND CALL 1-888-344-7233
- 4.) THIS PARCEL IS ZONED R3, FRONT & SIDE SETBACKS ARE 10', REAR IS 20'



**PROPOSED CERTIFICATION PLAN**

MAP 636 LOT 12  
WATTS & TARBELL ST. MANCHESTER NH

PREPARED FOR  
**YIMERS PROPERTIES**

**SPECTRUM INVESTMENT GROUP, INC**

1361 ELM STREET, SUITE 408  
MANCHESTER NH 03101

PREPARED BY

**J.E. BELANGER LAND SURVEYING PLLC**

55 RANGEMAN ROAD  
DUNBARTON NH 03045  
TEL (603) 774-3601  
PLAN DATE APRIL 9, 2002  
REVISIONS 5 AT 100' SCALE TO SCALE

**PUBLIC NOTICE**  
**PURSUANT TO RSA 674:41-I(d)**  
Watts Street Private Way, Manchester, New Hampshire

**NOTICE** is hereby given that two lots on Watts Street in Manchester, New Hampshire shown as Tax Map 637, Lot 12 and Lot 13, also known as 184 Watts Street and 192 Watts Street, respectively, are and shall forever be subject to the restrictive covenants as follows:

1. The City of Manchester neither assumes responsibility for the maintenance of the private road giving access to the two lots nor liability for any damages that might result from the use of said private road; and
2. This covenant shall be recorded at the Hillsborough County Registry of Deeds and shall run with the land; and
3. The restrictive covenant contained in this instrument is a material fact in the issuance of a building permit or permits by the City of Manchester to allow for the construction of single family homes on the two lots described herein pursuant to RSA 674:41-I(d).

WALTER AND MARYANNE ZIELINSKI  
IRREVOCABLE TRUST (Owner of Tax  
Map 637, Lot 13 or 192 Watts Street)

\_\_\_\_\_  
Duly Authorized

OWNERS OF TAX MAP 637, LOT 12 or  
180 Watts Street

\_\_\_\_\_  
Bruce Willey

\_\_\_\_\_  
Jack Burke

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS.

Then personally appeared before me the above named \_\_\_\_\_, of the  
Walter and Maryanne Zielinski Irrevocable Trust, who acknowledged under oath the  
aforementioned statements to be true and correct to the best of his/her knowledge,  
information and belief.

Date:

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

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS.

Then personally appeared before me the above named Bruce Willey, who  
acknowledged under oath the aforementioned statements to be true and correct to the  
best of his knowledge, information and belief.

Date:

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

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS.

Then personally appeared before me the above named Jack Burke, who  
acknowledged under oath the aforementioned statements to be true and correct to the  
best of his knowledge, information and belief.

Date:

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

STATE OF NEW HAMPSHIRE

HILLSBOROUGH-NORTH, SS.

SUPERIOR COURT  
Docket # 03-E-342

Walter Zielinski, Maryanne Zielinski, and Anne M. Edmunds,  
Trustees of the Walter & Maryanne Zielinski Irrevocable Trust

V.

John E. Burke, Jr. and Bruce C. Willey, Michael Gudzevich and Christine A. Laroche, Randall A. and Brenda A. Melkonian, John J. and Doris S. Mrozek, George Tulgren, Stanley and Margaret M. Walega, City of Manchester, State of New Hampshire Department of Public Works and Highways, and all known heirs, executors, administrators and assigns, if any there be, and also all their unknown persons claiming any right, title or interest in or through the Petitionees.

**DECREE**

It is ordered, adjudged and decreed:

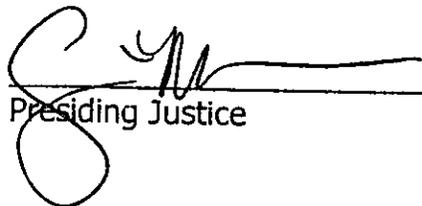
1. The relief requested by the Petitioners is hereby granted.
2. That the Petitioners, Walter Zielinski, Maryanne Zielinski, and Anne M. Edmunds, Trustees of the Walter Zielinski and Maryanne Zielinski Irrevocable Trust, of 180 Watts Street, Manchester, County of Hillsborough, State of New Hampshire, are hereby decreed to be the owners in fee simple of the following parcel of land to wit:

A certain tract of land, situated in the City of Manchester, County of Hillsborough and State of New Hampshire, bounded and described as follows, to wit:

Beginning at a point, said point in the southeast corner of land owned by Walter Zielinski and Maryanne Zielinski, Trustees of the Walter Zielinski and Maryanne Zielinski Irrevocable Trust;  
thence North 00° 22' 26" West 90.34 feet, by and along the easterly boundary of the Zielinski Trust property to a point;  
thence North 89° 40' 06" East 16.79 feet to a point;  
thence South 00° 19' 54" East 90.35 feet to a point;  
thence South 89° 42' 38" West 16.73 feet to the point of beginning.

3. That any and all claims of John E. Burke, Jr. and Bruce C. Willey, Michael Gudzevich, Christine A. Larochelle, Randall A. and Brenda A. Melkonian, John J. and Doris S. Mrozek, George E. Tulgren, Stanley and Margaret M. Walega, City of Manchester, State of New Hampshire, Department of Public Works and Highways, Emile Bussiere Jr., Esquire, Guardian Ad Litem, and all known heirs, executors, administrators and assigns of the aforesaid parties, if any there be, and also all other unknown persons claiming any right, title or interest in or through them in said real estate are hereby removed, vacated, and annulled as clouds upon the title of the petitioners, in and to the aforesaid tract of land, and the title of the petitioners, Walter Zielinski, Maryanne Zielinski, and Anne M. Edmunds, Trustees of the Walter & Maryanne Zielinski Irrevocable Trust, in and to said tract of land is hereby quieted and established as against the aforesaid petitionees.

Dated this 10<sup>th</sup> day of June, ~~2003~~ 2004,

  
\_\_\_\_\_  
Presiding Justice

STATE OF NEW HAMPSHIRE

HILLSBOROUGH-NORTH, SS.

SUPERIOR COURT  
Docket # 03-E-341

John E. Burke, Jr. and Bruce C. Willey

V.

Michael Gudzevich and Christine A. Larochelle, Randall A. and Brenda A. Melkonian, John J. and Doris S. Mrozek, George Tulgren, Stanley and Margaret M. Walega, Walter, Maryanne Zielinski, and Anne M. Edmonds, Trustees of the Walter and Maryanne Zielinski Irrevocable Trust City of Manchester, State of New Hampshire Department of Public Works and Highways, and all known heirs, executors, administrators and assigns, if any there be, and also all their unknown persons claiming any right, title or interest in or through the Petitionees.

**DECREE**

**It is ordered, adjudged, and decreed:**

1. The relief requested by the Petitioners is hereby granted.
2. That the Petitioners, John E. Burke, Jr. and Bruce C. Willey, of 390 Myrtle Street, Manchester, County of Hillsborough, State of New Hampshire, are hereby decreed to be the owners in fee simple of the following premises:

A certain tract of land, situated in the City of Manchester, County of Hillsborough and State of New Hampshire, bounded and described as follows, to wit:

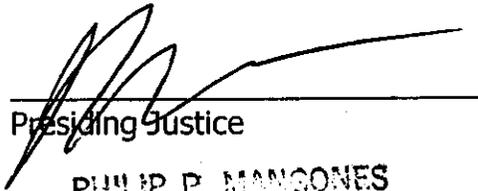
Beginning at a point at the southeast corner of land owned by John E. Burke, Jr. and Bruce Willey;  
thence running North 00° 22' 26" West 90.32 feet, along the easterly boundary of the Petitioners' land, to a point;  
thence North 89° 42' 38" East 16.86 feet to a point;  
thence South 00° 19' 54" East 90.30 feet to a point;  
thence South 89° 40' 06" West 16.79 feet to the point of beginning.

3. That any and all claims of Michael Gudzevich, Christine A. Larochelle, Randall

31 25

A. and Brenda A. Melkonian, John J. and Doris S. Mrozek, George E. Tulgren, Stanley and Margaret M. Walega, Walter Zielinski, Maryanne Zielinski, and Anne M. Edmonds, Trustees of the Walter & Maryanne Zielinski Irrevocable Trust City of Manchester, State of New Hampshire Department of Public Works and Highways, Emile Bussiere Jr., Esquire, Guardian Ad. Litem, and all known heirs, executors, administrators and assigns of the aforesaid parties, if any there be, and also all other unknown persons claiming any right, title or interest in or through them in said real estate are hereby removed, vacated, and annulled as clouds upon the title of the petitioners, in and to the aforesaid tract of land, and the title of the petitioners, John E. Burke, Jr. and Bruce C. Willey, in and to said tract of land is hereby quieted and established as against the aforesaid petitionees.

Dated this 8<sup>th</sup> day of March, 2004

  
\_\_\_\_\_  
Presiding Justice  
PHILIP P. MANGONES  
PRESIDING JUSTICE



# CITY OF MANCHESTER

## Office of the City Clerk



Leo R. Bernier  
City Clerk

Carol A. Johnson  
Deputy City Clerk

Paula L-Kang  
Deputy Clerk  
Administrative Services

Matthew Normand  
Deputy Clerk  
Licensing & Facilities

Patricia Piecuch  
Deputy Clerk  
Financial Administration

### MEMORANDUM

To: Thomas R. Clark  
City Solicitor

From:   
Leo R. Bernier  
City Clerk

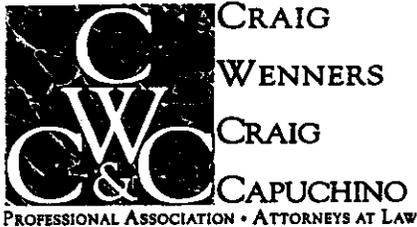
Date: July 21, 2004

Re: Communication from Attorney Fradette  
180 & 192 Watts Street

Enclosed please find a copy of the above-referenced received by this office on June 20<sup>th</sup>.

Please note that this item will appear on the August 3<sup>rd</sup> BMA agenda unless otherwise notified differently.

Enclosures



CRAIG  
WENNERS  
CRAIG  
CAPUCHINO  
PROFESSIONAL ASSOCIATION • ATTORNEYS AT LAW

GENERAL PRACTICE  
TRIAL PRACTICE

ESTABLISHED 1929

(603) 669-3970  
300-439-3970 (NH ONLY)  
FAX (603) 669-1310

34 BAY STREET  
MANCHESTER  
NEW HAMPSHIRE 03104

September 7, 2004

RECEIVED  
SEP 09 2004  
MAYOR'S OFFICE

The Honorable Robert Baines, Mayor  
and Board of Aldermen  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03103

Re: Russell Bond

Dear Mayor, Ladies and Gentlemen:

I represent Mr. Russell Bond, a retired Manchester Water Works employee.

Mr. Bond's pension should be "at half pay". See, Laws of 1923, Chapter 224, Section 1, a copy of which I have enclosed for your ease of reference. Instead, Mr. Bond is being paid at a lesser amount which disregards his standby pay. As you may be aware, the City made his obligation to standby mandatory and included his pay for the same in each pay check.

Very truly yours,

Vincent A. Wenners, Jr.

VAW:sjk

Enclosure

cc: Mr. Thomas M. Bowen, Commissioner  
Manchester Water Works  
cc: Mr. Michael Roche, President  
Steelworkers' Union  
cc: Mr. Russell Bond

RECEIVED  
SEP 10 2004  
CITY CLERK'S OFFICE

26

CHAPTER 223.

AN ACT FOR THE PARTIAL EXEMPTION OF CERTAIN PROPERTY TO BE USED FOR HOTEL PURPOSES IN THE CITY OF MANCHESTER.

SECTION

1. Carpenter Hotel Co. property may be exempted from taxation.

SECTION

2. Approval by voters of Manchester requisite.

Be it enacted by the Senate and House of Representatives in General Court convened:

Carpenter Hotel Co. property may be exempted from taxation.

SECTION 1. That the land situate at the northeast corner of the intersection of West Merrimack street and Franklin street in the city of Manchester, the buildings to be erected thereon and the furnishings therein, in value exceeding the assessment made thereon by the city of Manchester for taxation purposes in the year 1922, to wit, thirty-two thousand dollars (\$32,000), which may be owned or used by the Carpenter Hotel Company for hotel purposes, be exempted from taxation for a period of ten years from the first day of March, 1924, or during such portion thereof as said real and personal estate shall be used for hotel purposes, provided that the said Carpenter Hotel Company shall pay to the said city of Manchester annually the amount of the state and county taxes due upon all said property during said period of exemption.

Approval by voters of Manchester requisite.

SECT. 2. This act shall take effect after the voters of Manchester have approved the same at the next municipal election.

[Approved May 2, 1923.]

CHAPTER 224.

AN ACT RELATING TO PENSIONS FOR EMPLOYEES OF THE CITY OF MANCHESTER.

SECTION

- 1. Pensions may be granted to certain employees for one year.
- 2. Mayor and aldermen authorized to make appropriation therefor.

SECTION

- 3. Takes effect on passage.

Be it enacted by the Senate and House of Representatives in General Court convened:

Pensions may be granted to certain employees for one year.

SECTION 1. Employees of the city of Manchester not already embraced in existing pension laws may be granted pensions as follows: The board, commission or person in control of any

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department of the city, or their successors in office, by vote of a majority of the board or commission or person in control of the particular department in which any employee has been connected, may at his own request or at the request of the said board, commission or person in control of such department of said city, retire from service for one year such employee of said department, who in the judgment of said department has become disabled for useful service while in the performance of duty or has had twenty years' consecutive service; and may grant a pension to such retired employee for a period not exceeding one year at a time, at half pay. Consecutive years under the terms of this section shall not be interpreted to disqualify those candidates for pensions who may have been laid off temporarily from work by the department from time to time.

SECT. 2. The board of mayor and aldermen of the city of Manchester are hereby authorized to appropriate sufficient money to carry out the provisions of this act.

SECT. 3. This act shall take effect upon its passage.

Mayor and aldermen authorized to make appropriation therefor.  
Takes effect on passage.

[Approved May 4, 1923.]

## CHAPTER 225.

### AN ACT RELATING TO PENSIONING OF EMPLOYEES OF THE WATERWORKS' DEPARTMENT OF THE CITY OF MANCHESTER.

#### SECTION

1. Water commissioners of Manchester may give pensions for one year to certain employees.

#### SECTION

2. Mayor and aldermen authorized to appropriate.  
3. Takes effect on passage.

*Be it enacted by the Senate and House of Representatives in General Court convened:*

SECTION 1. The board of water commissioners of the city of Manchester, or their successors in office, by vote of a majority of its members, may at his own request or upon recommendation of said board, retire from service for one year, any employee from said department, who in the judgment of said department has become disabled for useful service while in the performance of duty or has had twenty years' consecutive service, and may grant a pension to such retired employee for a period not exceeding one year at a time, at half pay. Consecutive years under the terms of this section shall not be interpreted to disqualify

Water commissioners of Manchester may give pensions for one year to certain employees.

# City of Manchester New Hampshire

In the year Two Thousand and Four

## AN ORDINANCE

"Amending the Zoning Ordinance of the City of Manchester by amending Article 13, Section 13.04 'Computation of impact fee'"

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

SECTION I.) Amending the Zoning Ordinance of the City of Manchester by amending Article 13, Section 13.04 'Computation of impact fee', by incorporating a new school impact fee schedule in accordance with methodology update."

### SECTION II.) IMPACT FEE SCHEDULE

#### IMPACT FEE PER DWELLING UNIT

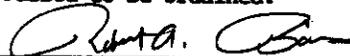
Impact Fee Schedule - School (Rev. 9/04)	
Type of Unit	Impact Fee Assessment
Single Family Detached	\$2,733
Single Family Attached (Townhouse)	\$633
Duplex/ 2 Unit Structure	\$1,789
Multifamily 3-4 Unit Structure	\$1,537
Multifamily 5+ Unit Structure	\$1,169
Manufactured Housing	\$1,663

Impact Fee Schedule - Fire	
Type of Unit	Impact Fee Assessment
Single Family Detached	\$190
Single Family Attached (Townhouse)	\$188
Duplex/ 2 Unit Structure	\$190
Multifamily 3-4 Unit Structure	\$196
Multifamily 5+ Unit Structure	\$146
Manufactured Housing	\$176

*Note: The Fire Impact Fee Schedule is applicable only to Fire Service Areas A & B (as shown on the attached Maps.) Area A is bounded by Candia Road, South Mammoth Road, the Auburn Town line and the Londonderry Town line. Area B is bounded by the Hooksett Town Line, the Goffstown Town line, Dunbarton Road, and the Merrimack River.*

SECTION III.) Resolve this ordinance shall take effect upon passage.

September 7, 2004. In Board of Mayor and Aldermen. Passed to be Enrolled.  
September 7, 2004. In Board of Mayor and Aldermen. Passed to be Ordained.

  
Mayor

JM

# City of Manchester New Hampshire

In the year Two Thousand and **Four**

## AN ORDINANCE

“Amending Chapter 38: Code Enforcement of the Code of Ordinances of the City of Manchester by inserting new penalties in Section 38.06(A): Citation Penalties for various violations of Chapter 94: Noise Regulations.”

Page 1 of 2

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

- I. Amend the Code of Ordinances by inserting new penalties in Section 38.06(A): Citation Penalties as bolded (**bold**). Sections of the following chapters that remain unchanged appear in regular type.

### § 38.06 CITATION PENALTIES.

(A) The penalties for any offense relating to the following sections for which a citation has been issued shall be as follows:

Code Section	First Offense	Second Offense	Third Offense
70.08	\$50	\$100	Court Appearance
70.28	\$300	\$500	\$1,000
70.40	\$100	\$200	Court Appearance
72.22	\$10	\$25	Court Appearance
90.04	\$25	\$50	Court Appearance
90.12	\$25	\$50	Court Appearance
91.64	\$100	\$200	\$300
91.65	\$100	\$200	\$300
91.66	\$100	\$200	\$300
91.67	\$100	\$200	\$300
91.68	\$500	Court Appearance	Court Appearance
91.69	\$100	\$200	\$300
91.70	\$500	Court Appearance	Court Appearance
91.71	\$100	\$200	\$300
91.72	\$500	Court Appearance	Court Appearance
91.73	\$100	\$200	\$300
91.74	\$100	\$200	\$300
91.75	\$100	\$200	\$300
<b>94.02</b>	<b>\$100</b>	<b>\$250</b>	<b>Court Appearance</b>
<b>94.03</b>	<b>\$100</b>	<b>\$250</b>	<b>Court Appearance</b>

78

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## AN ORDINANCE

“Amending Chapter 38: Code Enforcement of the Code of Ordinances of the City of Manchester by inserting new penalties in Section 38.06(A): Citation Penalties for various violations of Chapter 94: Noise Regulations.”

Page 2 of 2

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

96.04	\$50	\$100	Court Appearance
97.16	\$25	\$50	Court Appearance
97.17	\$25	\$50	Court Appearance
110.02	\$200	\$300	Court Appearance
110.05	\$100	\$200	Court Appearance
111.51	\$500	\$500	Court Appearance
115.40	\$200	\$300	Court Appearance
130.01	\$50	\$100	Court Appearance
130.02	\$50	\$100	Court Appearance
130.04	\$100	\$200	Court Appearance
130.06	\$50	\$100	Court Appearance
130.20	\$100	\$200	Court Appearance
130.23	Court Appearance	Court Appearance	Court Appearance
130.24	\$50	\$100	Court Appearance
130.36	\$100	\$200	Court Appearance
130.38	\$25	\$50	Court Appearance
130.39	\$50	\$100	Court Appearance
130.40	\$100	\$200	Court Appearance
150.023	\$100	\$200	\$300
150.060	\$100	\$200	\$300
150.061	\$100	\$200	\$300
150.062	\$100	\$200	\$300
150.063	\$100	\$200	\$300
150.064	\$100	\$200	\$300

II. This ordinance shall take effect upon its passage.

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# City of Manchester New Hampshire

In the year Two Thousand and Four

## A RESOLUTION

"Authorizing the Issuance of additional Bonds and Notes for Demolishing the existing Derryfield Golf Course Club House and Constructing, Originally Equipping and Furnishing a New Derryfield Golf Course Club House in the amount of \$450,000. Reaffirming the authorization of the Execution of a Management Agreement between the City and BLL Restaurant, Inc. for the Operation of the New Derryfield Golf Course Club House and Authorizing the Mayor and any other Designee Thereof to take any and all Other Actions to Accomplish the Purposes of this Resolution so as to increase the entire Bond funding to \$2,750,000."

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

SECTION 1. That there be and hereby is authorized under and pursuant to RSA 33 (the "Municipal Finance Act") and any other enabling authority. The issuance and sale of bonds and notes at one time or from time to time, as one or more separate issues, to pay costs of demolishing the existing Derryfield Golf Course Club House and construction, originally equipping and furnishing a New Derryfield Golf Course Club House and for the payment of all other costs incidental and related thereto. The bonds or notes of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such annual installments as shall be determined by the Finance Officer, with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denominations, place of payment, form and other details of each issue of said bonds or notes and of provided for the sale thereof is hereby delegated to the Finance Officer.

SECTION 2. That the proceeds of said bonds or notes be and they hereby are appropriated for the purpose of financing costs of the project, namely,

<u>Purpose</u>	<u>Amount</u>
511403 Construction of Derryfield Golf Course Club House	\$450,000

It is hereby declared that the project to be financed with said bonds or notes has a useful life in excess of 20 years.

SECTION 3. That the Finance Officer, with the approval of the Mayor, is hereby authorized to issue the notes at any one time or from time to time notes in anticipation of said bonds or notes, and to renew or refund the same under and pursuant to and to the extent authorized by the Municipal Finance Act.

# City of Manchester New Hampshire

In the year Two Thousand and Four

## A RESOLUTION

"Authorizing the Issuance of additional Bonds and Notes for Demolishing the existing Derryfield Golf Course Club House and Constructing, Originally Equipping and Furnishing a New Derryfield Golf Course Club House in the amount of \$450,000. Reaffirming the authorization of the Execution of a Management Agreement between the City and BLL Restaurant, Inc. for the Operation of the New Derryfield Golf Course Club House and Authorizing the Mayor and any other Designee Thereof to take any and all Other Actions to Accomplish the Purposes of this Resolution so as to increase the entire Bond funding to \$2,750,000."

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

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

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

SECTION 6. That in connection with the reconstruction of the Derryfield Golf Course Club House, the proposed Management Agreement between the City and BLL Restaurant, Inc. as manager of the Derryfield Golf Course Club House (the "Management Agreement"), is hereby approved in substantially the form presented to this meeting, with such changes, alterations, or modifications not inconsistent with this Resolution as the Mayor shall approve. In connection with the execution and delivery of the Management Agreement, this Resolution hereby affirms that the Mayor is hereby authorized to take all actions and execute any and all documents necessary to the completion of the transaction contemplated by the Management Agreement or to complete the demolition and reconstruction of the Derryfield Golf Course Club House.

SECTION 7. This Resolution shall take effect upon its passage.

## MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made this 13<sup>th</sup> day of December, 2002, by and between CITY OF MANCHESTER, a duly organized municipal corporation, having an address of One City Hall Plaza, Manchester, New Hampshire, 03101, by and through its Parks, Recreation & Cemetery Department, having an address of 625 Mammoth Road, Manchester, County of Hillsborough and State of New Hampshire (hereinafter called "Owner"), and BLL RESTAURANT, INC., a New Hampshire Corporation having a principal place of business at 625 Mammoth Road, Manchester, County of Hillsborough and State of New Hampshire (hereinafter called "Manager").

WHEREAS, Owner owns the real property located at 625 Mammoth Road, Manchester, New Hampshire, known as the Derryfield Country Club (the "Property");

WHEREAS, Owner has leased a portion of the existing building situated on the Property to Manager pursuant to that certain Lease by and between Owner and Manager dated as of December 15, 1994, as amended from time to time and in effect, (the "Lease");

WHEREAS, Owner plans to build a new facility on the Property, consisting of a two (2) level building, having a footprint of approximately 10,000 square feet; and an approximately 3,400 square foot deck (the "Building") and thereafter to demolish the existing building;

WHEREAS, Owner desires to engage Manager to manage and operate the Premises (as hereinafter defined) for Owner and Manager desires to perform such services for Owner;

WHEREAS, Owner and Manager desire to terminate the Lease effective as of the Demolition Date (as hereinafter defined) of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **APPOINTMENT OF MANAGER:** Owner hereby appoints Manager as the manager of the Premises upon the terms and conditions set forth herein, and Manager hereby accepts such appointment. Manager acknowledges and agrees that it is an independent contractor and not an employee or agent of Owner. Manager shall have no right or authority, express or implied, to commit or otherwise obligate Owner in any manner whatsoever, except to the extent specifically provided in this Agreement. Manager shall have no right or interest in the Building, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of its obligations hereunder. In all respects, Manager shall act as a prudent manager with respect to the performance of its obligations under this Agreement. In managing and operating the Premises, Manager shall not in any respect discriminate against any person on the basis of

race, sex, disability, or national origin.

2. **PREMISES:** The premises to be managed will be comprised of (i) an area of approximately 10,000 square feet, more or less, situated on the first (1st) floor of the Building to be used as a restaurant and function facility with kitchen, restrooms, interior common area, (ii) an exterior deck of approximately 3,400 square feet, more or less, and (iii) approximately 1,500 square feet, more or less, of storage and office space located on the lower level of said facility, all substantially as shown on certain floor plans attached hereto as Exhibit A (the "Premises"). Owner hereby explicitly reserves for itself and its tenants and invitees, the right to use those areas of the Premises necessary to access the lower level of the Building, including the foyer area, elevator and stairways.

3. **TERM:**

- a. The term of this Agreement shall consist of an initial term of TWENTY-FIVE (25) YEARS, commencing on the Commencement Date (as hereinafter defined) and (subject to the earlier termination hereof) expiring on the twenty-fifth anniversary of the Commencement Date. The Commencement Date shall be the earlier to occur of (x) the date 60 days after the date of the completion of the Vanilla Box Improvements (as defined in Section 21) and (y) the date of the completion of the Vanilla Box Improvements plus all fit-up of the Premises as provided in Section 21 hereof. At the request of either party, each of Manager and Owner following the occurrence of the Commencement Date shall enter into a written commencement date agreement confirming the Commencement Date.
- b. On or prior to the expiration or earlier termination of the term of this Agreement, (i) Manager shall vacate any space in the Premises provided by Owner for the use of Manager; (ii) shall restore such space to the condition that it was in at the time such space was first provided to Manager and otherwise as provided in Section 20 of this Agreement, ordinary wear and tear and damage by casualty excepted; and (iii) shall remove all signs that are placed at any location on the Property, the Building or the Premises stating the name of, or used by, Manager and shall repair any damage caused by the removal of such signs.

4. **SHARING OF REVENUE:**

- a. Beginning upon the Commencement Date and continuing throughout the term hereof, Manager shall be entitled to collect and retain the Gross Revenues (as defined in Exhibit B) from operating a restaurant and banquet facility on the Premises subject to payment of the Share of Revenue (as hereinafter defined) to be paid to Owner. Beginning on the Commencement Date and continuing throughout the term hereof, Manager shall guarantee payment of and pay to Owner on the first of each month an

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amount (the "Minimum Share of Revenue") calculated pursuant to the formula set forth on Exhibit B, even if such amount exceeds the Gross Revenues for such period. The other component parts of the Share of Revenue consisting of the Insurance Amount (as defined in Exhibit B) and the Percentage Share of Revenue (as defined in Exhibit B) shall also be calculated as set forth on Exhibit B. The Insurance Amount shall be paid by Manager to Owner within 30 days of Owner invoicing Manager for such amount. The Percentage Share of Revenue shall be paid by Manager to Owner with 90 days after the end of each calendar year. As used herein the term "Share of Revenue" means collectively the Minimum Share of Revenue, the Insurance Amount and the Percentage Share of Revenue.

- b. In addition, on the Commencement Date, Manager shall deposit and maintain with Owner an amount equal to the Minimum Share of Revenue for one month to ensure performance under this Agreement and fidelity of Manager to Owner (in lieu of a fidelity bond) (the "Deposit"). Owner may use and reduce the Deposit from time to time to pay such payments as are due and owing under this Agreement. If the amount of the Deposit is reduced by Owner to pay such payments as are due and owing under this Agreement, Manager shall deposit on demand with Owner an amount sufficient to restore the Deposit balance.

5. **MANAGEMENT OF PROPERTY:**

- a. **Scope of Management Services.** Manager hereby agrees that it shall be solely responsible for the management and operation of the Premises and shall manage, operate and maintain the Premises efficiently and in a manner consistent with local standards for a good and reputable restaurant and banquet facility. It is expressly understood and agreed that during the term of this Agreement, Owner shall not have any obligation to involve itself in any way with the day-to-day operation of the Premises, and shall have no obligation to give or communicate orders or instructions to Manager or to any employees or personnel used by Manager to manage the Premises. All employees managing, operating and maintaining the Premises under Manager's direction and control are and shall be employees of Manager and not of Owner. Manager shall make available to Owner the full benefit of the judgment, experience and advice of all members of Manager's organization and staff with respect to the management of the Premises at no additional charge to Owner.
- b. **Books and Records.** Except as set forth below, within one hundred twenty (120) days following the end of each calendar year, or in accordance with any other schedule mutually acceptable to Manager and Owner, Manager shall provide Owner with the financial statements and property management reports with respect to the prior calendar year and a calculation of the Gross Revenues, Share of Revenue and its three constituent components calculated in accordance with Exhibit B for such

prior year. Such financial statements, reports and calculations shall be prepared by an accountant or accounting firm selected by Manager that is satisfactory to Owner. Such financial statements and reports shall include, but shall not be limited to, a current reconciliation of all cash accounts accompanied by bank statements for the prior fiscal year and such other supporting information and data as may be reasonably required by Owner. Manager shall prepare all financial reports and other reports in accordance with generally accepted accounting principles unless otherwise instructed by Owner, using the forms and procedures agreed upon by Manager and Owner. Owner or its designee shall have the right, at any time, upon reasonable notice to Manager, to examine and audit all of the books and records in Manager's possession relating to the operation of the Premises which shall be kept in the greater Manchester, New Hampshire area in a location known and accessible to Owner. For purposes of this Agreement, "books and records" shall include, all past and current information in Manager's possession or under the control of Manager relating to or affecting in any way the Premises, including, but not limited to, all accounting and financial reports or information stored in or created by any computer software program used by Manager, all profit and loss statements, capital expenditure reports, checking account statements and canceled checks, maintenance or service contracts, insurance files or information, equipment agreements, tax filings for meals and rooms taxes, and petty cash receipts and all information stored on computer disks, drives or other devices for the storage of computer information. Manager shall keep the books and records relating to the operation of the Premises and the restaurant and banquet facility business therein segregated from Manager's other books and records. In connection with any examination or audit of such books and records by Owner pursuant to this Section 4(b), Owner shall be entitled to make and retain copies of any such books and records.

- c. **Audits.** Owner reserves the right at any time and from time to time to have the books and records audited by an independent certified public accounting firm selected by Owner. If the results of such audit confirms the calculation of the Share of Revenue determined by Manager within a 3% margin of error then Owner shall pay the cost of such audit; however, if the result of such audit indicates a larger deviation then Manager shall pay the cost of such audit. Any adjustments to previously paid Share of Revenue amounts shall be made between the parties by a payment to and from the appropriate parties within 30 days after the completion of such audit.
- d. **Repairs and Maintenance.** Subject to the other terms and conditions of this Agreement, Manager shall cause the Premises to be maintained in a manner consistent with local standards for a good and reputable restaurant and banquet facility and shall cause all necessary repairs to be made to the Premises in a timely and efficient manner. Notwithstanding the foregoing,

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Owner shall be responsible for the maintenance and repair of the Property outside of the Building, the exterior of the Building, including the roof and structure of the Building, and the mechanical systems in the Building, except for the hot water heater for the dishwasher(s) serving the Premises and other similar restaurant specific systems or equipment. However, Manager shall be responsible for any unusual damage to the Building caused by Manager and not constituting ordinary wear and tear.

- e. **Compliance with Legal Requirements.** Subject to the other terms and conditions of this Agreement, Owner shall obtain all necessary approvals and permits for the construction of the Building, including zoning and building permits but excluding an occupancy permit for the Building or any permits associated with Manager's build-out of the Premises beyond the Vanilla Box Improvements, which shall be the responsibility of Manager. During the term of this Agreement, Manager shall take such actions as may be necessary to comply with any and all laws, regulations, orders, or requirements (including obtaining licenses and permits) (hereinafter "Applicable Laws") which apply to Manager's use or operation of the Premises. If Manager obtains any notice that the Premises is in violation of any Applicable Laws, Manager shall immediately give Owner notice of the existence of such violation.

6. **COVENANTS, WARRANTIES AND REPRESENTATIONS OF MANAGER:** Manager makes the following covenants and/or representations and warranties:

- a. Manager is a corporation duly organized, validly existing and in good standing under the laws of New Hampshire with full corporate power and authority to enter into and perform this Agreement and execute all documents and carry out the transactions contemplated by this Agreement. Manager shall maintain its corporate existence in good standing in New Hampshire during the term of this Agreement.
- b. This Agreement is, and all documents to be executed by Manager and delivered to Owner shall be, duly authorized, executed and delivered by Manager to Owner.
- c. This Agreement is, and all documents to be executed by Manager and delivered to Owner will be, the legal, valid and binding obligations of Manager, enforceable in accordance with their respective terms and will not violate any provision of any contract, judicial order or, to the best of Manager's knowledge, any Applicable Laws, to which Manager is a party or to or by which Manager or its property is subject or bound.
- d. To the best of Manager's knowledge, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement is subject to any requirement that Manager obtain any

consent, license, approval or authorization, or make any declaration or filing with, any governmental agency or third party except for licenses and permits already held by Manager.

- e. Exhibit C attached hereto contains a true and accurate list of all of the shareholders and officers of Manager. During the term of this Agreement, Manager shall immediately notify Owner of any change in the officers of Manager.
  - f. Manager is an experienced restaurateur and has sufficient financial and other resources to successfully operate and maintain a reputable restaurant and banquet facility at the Premises.
  - g. Manager and its employees presently hold all licenses and permits legally required for it to operate a restaurant, and Manager shall maintain all such licenses and permits and as needed obtain and maintain all other permits necessary to fulfill its obligations under this Agreement during the term of this Agreement.
7. **UTILITIES AND SERVICES:** Manager shall furnish utilities and services for the Premises. Specifically, Manager shall be responsible for telecommunications, cable, heating, air conditioning, electricity, replacement of light bulbs and fluorescent tubes, water and sewer charges, gas, replacement of broken glass, janitorial services for the Premises, window washing, trash removal and waste disposal generated by Manager, and all nonstructural maintenance and repairs to the Premises, including but not limited to, restrooms, interior common areas and exterior deck on the upper floor. Manager will maintain separate meters for all utility services that it is responsible for furnishing. Manager hereby further acknowledges and agrees that the service provider of electricity, gas, water, sewer and fuel oil utilities and services for the Building will be determined solely by the Owner pursuant to its normal procurement practices.

To the extent Manager has agreed to furnish services, the same shall be obtained from existing heating plant, air conditioning ducts and equipment, water, gas, and electrical installations provided by Owner, other than telecommunications and cable services which shall be solely Manager's responsibility. Owner shall be responsible for any capital repairs to or replacement of equipment and installations in the Building, excluding any restaurant and banquet facility related equipment and installations which shall be the sole responsibility of Manager. In the event that Manager requires additional utilities, services or equipment, the installation, maintenance, repair and replacement thereof shall be Manager's sole responsibility. Owner shall be responsible for exterior maintenance including removal of snow and ice from and sanding of the parking lot area, grounds maintenance, and, subject to Section 5(d), structural repairs. Manager shall be responsible for removal of snow and ice from and sanding of the walkways that provide access to upper level area.

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Both Owner and Manager realize it may be impractical to have the vendor or supplier of services, materials and labor, or the like, make direct billing to Manager; in the event that the vendor or supplier of services, materials, labor, or the like, as provided in this Section, should make a single billing, then Manager's liability for payment of same will be in an amount based upon the ratio which the square footage of the space being managed by Manager bears to the total square footage of the floor space in the entire Building; provided, however, that if a disproportionate share of such services, materials and labor, or the like, are used by the Premises, Owner may reasonably allocate payment for such services, material and labor, or the like, based upon the actual use and benefit of the same.

Upon commencement of the obligation to pay for utilities and services, as defined in this Section, Owner shall submit to Manager a statement of the anticipated monthly expenses and any other charges to be paid for by Manager but supplied by Owner, if any, as determined by Owner, for the period between the Commencement Date and the following January, and Manager shall pay the same and all subsequent monthly payments concurrently with the payment of the Minimum Share of Revenue to be paid to Owner. Manager shall continue to make said monthly payments until notified by Owner of a change thereof. Each year, Owner shall give Manager a statement showing the total expenses and other charges, if any, for the Premises actually incurred for the prior calendar year and Manager's pro-rata share thereof. Owner shall endeavor to provide such statement each year by March 31.

The first and last such statements during the term of this Agreement shall be prorated from the commencement of the obligation to pay expenses and the expiration of the term of this Agreement as is appropriate. In the event the total of the monthly payments which Manager has made for the prior calendar year shall be less than Manager's actual pro-rata share of such expenses and other charges, then Manager shall pay the difference in a lump sum within 30 days after receipt of such statement from Owner.

If the monthly payments have exceeded Manager's share of such costs, the excess shall be credited against the next such payment or payments otherwise due from Manager. Appropriate adjustments in the estimated payments being made for the current year shall similarly be calculated based on the annual statement and similarly paid or credited. Even though the term has expired or has been terminated and Manager has vacated the premises, when the final determination is made of Manager's pro-rata share of said expenses and other charges for the year in which the Agreement expires or terminates, Manager shall immediately pay any increase due over the estimated expenses and other charges previously paid and, conversely, any overpayment made shall be immediately rebated by Owner to Manager; provided, that all or any part of such refund may be applied by Owner in payment of any delinquent or past due sum, including Share of Revenue or any other amounts due from Manager.

8. **REAL ESTATE TAXES:** No real estate taxes or other such assessments shall be due and owing from Manager, as the Premises are owned by the City of Manchester, and are therefore exempt from taxation.

9. **INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

- a. Owner, its employees, agents, officers and servants shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including Manager) on or off the premises, arising out of or resulting from Manager's use, possession or operation thereof, or from the installation, existence, use, maintenance, condition, repair, alteration, or removal of any equipment thereon. Manager hereby indemnifies and agrees to hold Owner, its employees, agents, officers, officials and representatives, harmless from and against all liability and claims for such loss, damage, injury, costs (including reasonable attorneys' fees) or other casualty. Notwithstanding the foregoing or anything herein to the contrary, Manager shall neither be responsible for nor indemnify Owner for Owner's own negligence or that of its employees, agents, invitees, licensees, tenants or others who occupy the Building.
- b. During the entire term of this Agreement and any option period, Manager, at its sole cost and expense will carry and maintain the following insurance coverages:
- i. Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage and products liability coverage. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and, \$2,000,000 in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability.
  - ii. Liquor liability insurance, with a minimum limit of at least \$1,000,000 each claim.
  - iii. Automobile Liability insurance if applicable, for owned, non-owned and hired vehicles with limits of \$1,000,000 each accident, combined single limit for bodily injury and property damage.
  - iv. Workers' Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, with statutory coverage and including employer's liability insurance.
  - v. Business Interruption insurance insuring against business

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interruptions causing either a loss of revenue or increased expenses for either Owner or Manager. The business interruption insurance coverage limits shall be in an amount sufficient to pay the Minimum Share of Revenue, the Insurance Amount and the costs for utilities and services for the Premises in accordance with Section 7 as well as the premiums on all other required insurance for a period of one year.

- vi. Manager shall maintain fire insurance including extended coverage on Manager's personal property, including improvements Manager makes to the Building, in an amount sufficient for the replacement of such property and sufficient to preclude the application of a co-insurance penalty.
- vii. Manager shall require that all parties performing work on or with respect to the Premises, including, without limitation, contractors, subcontractors, materialmen and service vendors, maintain liability and statutorily required Worker's Compensation insurance coverages with such limits as are required by Owner.

Manager must obtain Owner's written permission prior to waiving any of the above insurance requirements. Upon prior notice to Manager, Owner shall have the right to require additional reasonable types and amounts of commercially available insurance coverages. Manager shall obtain and keep on file a certificate of insurance evidencing the existence of the coverages described above prior to permitting any contractor, subcontractor, materialman or vendor to enter the Property. Owner shall be added as an additional named insured on all of the above described insurance policies. Manager shall not waive any rights of subrogation without obtaining Owner's prior written approval.

- c. Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of Manager.
- d. Insurance companies on the above described insurance policies must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- e. All liability insurance policies procured and maintained by Manager in connection with the Premises will require the insurance company to provide and pay for attorneys to defend any legal actions, lawsuits or claims brought against Owner, Manager and, if applicable, their respective officers, managers, officials, shareholders, directors, agents and employees.
- f. Manager shall furnish certificate(s) evidencing the above-described

insurance policies to Owner within a reasonable time prior to the commencement of construction of the Building and, with respect to the renewals of insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall name the City of Manchester and the Parks, Recreation and Cemetery Department as an additional named insured (except worker's compensation). Manager agrees to not permit the use of the Premises for any purpose that might void or violate any policy of insurance relating to the Premises or that might render any loss thereunder uncollectible.

10. **QUIET ENJOYMENT:** So long as Manager performs its obligations hereunder and subject to the terms and conditions of this Agreement, Owner covenants that Manager shall be entitled to quiet and peaceful enjoyment of the Premises and the right to use the Premises free of interference from unreasonable noise, noxious or unpleasant fumes or odors or other disturbance from Owner or other occupants of the Building.

11. **MANAGER'S OBLIGATIONS:** Manager agrees as follows:

- a. To pay the Share of Revenue and all other amounts due hereunder to Owner when due and payable.
- b. To manage and use the Premises in a quiet and orderly fashion without disturbance to Owner or other tenants in the Building and not to suffer or permit violations of laws or ordinances pertaining thereto. Nor shall Manager, Manager's agents, employees, personnel, visitors or patrons make, cause or allow to be made any noise, including vocal or instrumental music, which unreasonably disturbs the peace, quiet and comfort of any other tenant or which unreasonably disturbs the peace, quiet and comfort of the Derryfield Country Club Restaurant's neighboring inhabitants, including the following additional provisions:
  - i. Adequate acoustical controls shall be provided and maintained for outside entertainment and dining areas.
  - ii. Vocal or instrumental music shall not be permitted outside before the conclusion of any special golf event conducted on the course.
  - iii. Outside soft entertainment will be allowed on Monday through Friday from 4:00 pm to 6:00 pm and Saturday through Sunday from 1:00 pm to 6:00 pm.
  - iv. Except as provided in subsection 11(b)(ii) above, outside entertainment will be allowed on Sunday through Thursday from 6:00 pm to 10:00 pm and Friday through Saturday from 6:00 pm to 12:00 midnight.
  - v. No outside entertainment (including all entertainment under

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subsections 11(b)(iii) & (iv) above) shall have a noise level in violation of any applicable City of Manchester ordinances.

- c. Owner reserves the right to amend or change the allowable hours of outside entertainment at the discretion of the Owner's Aldermen's Committee of Administration by providing Manager with written notice of such changes.
- d. Manager shall take all reasonable steps to insure that the parking areas of the Derryfield Country Club are used in a quiet and orderly fashion without disturbance to tenants in the Building or the general public.
- e. Manager shall take at all reasonable efforts to enforce the "No parking rule" on all fire lanes and other designated areas. Manager may be required by Owner to hire Police at their expense to provide parking and traffic control.
- f. To cause annual preventative maintenance inspections to be performed on all mechanical systems located within and which provide service to the Premises, including, but not limited to, HVAC, air conditioner, hot water heater, and the like. Said annual maintenance inspections are to be conducted each and every year during the term hereof, on the anniversary of the Commencement Date. Except as provided herein, Manager shall be responsible for all costs incurred in connection with said annual preventative maintenance, and shall provide copies to Owner, verifying said annual inspection has been performed.
- g. To follow all reasonable rules and regulations established from time to time by Owner to promote an attractive business environment including such matters as employee and patron parking, delivery location and times, adequate trash disposal, promotional signage and the like.
- h. Manager shall on every night of operation check and secure the Premises.
- i. Manager shall not interfere with any events being run at the Property. Manager agrees to coordinate its activities and to cooperate in good faith with the person or organization sponsoring such events.

12. **OWNER'S REMEDIES:** Subject to Section 44 (Arbitration of Certain Disputes), Owner may terminate this Agreement and enter and take possession of the Premises from Manager, all without waiving any rights that it may have at law or in equity hereunder, without further notice of demand (all such notices and demands being hereby waived unless specifically mentioned below), following any of the following events:

- a. Manager's failure to pay any amounts due to Owner under this Agreement, including but not limited to the Share of Revenue, within ten (10) days following written notice of such default; or

- b. Manager's substantial mismanagement of the Premises (such substantial mismanagement shall include allowing the Premises to be used for habitual drug use, allowing disorderly conduct to occur repeatedly on the Premises, failing to take reasonable measures to ensure gambling does not occur on the Premises or manager's negligent enforcement of liquor laws resulting in an unreasonable number of major liquor violations); or
- c. Manager's failure to maintain any insurance required under this Agreement; or
- d. Manager's failure to have the financial statements, reports and calculations required by Section 5(b) delivered to Owner by the date required for such delivery in Section 5(b); or
- e. Manager's failure to comply with any of the other covenants, agreements, terms and conditions of this Agreement within thirty (30) days following written notice of such default; provided, however, if a cure of such failure with the exercise of reasonable efforts and due diligence will take longer than 30 days and Manager has commenced such cure within 30 days and continues to prosecute such cure diligently Manager shall have additional time to complete such cure not in all events to exceed ninety (90) days following such notice; or
- f. A receiver, liquidator or trustee of Manager is appointed by court order, or a petition to liquidate or reorganize Manager is filed against Manager under any bankruptcy, reorganization or insolvency law, or Manager files a petition in bankruptcy or requests reorganization under the provisions of any bankruptcy reorganization or insolvency laws or if Manager makes an assignment for the benefit of its creditors, or if Manager is adjudicated bankrupt.

If this Agreement is terminated pursuant to this Section 12, Manager shall not be entitled to receive any further compensation due under this Agreement. Owner shall have all rights in equity and law, including specific performance, to enforce Owner's rights under this Agreement. The prevailing party in any dispute in connection with a default by Manager shall be entitled to costs, including reasonable attorneys' fees, associated with instituting, prosecuting or defending any such action or proceeding.

13. **LATE PENALTY; DEFAULT INTEREST:** If Manager fails to pay any amounts due to Owner under this Agreement, including but not limited to the Share of Revenue, within ten (10) days of the date due, Manager shall pay a late penalty equal to five percent (5%) of any such overdue amount. In addition, if amounts due to Owner, including but not limited to the Share of Revenue, are not paid within twenty (20) days of the date due, then Manager shall also owe and pay interest thereon at a rate of twelve percent (12%) per annum to Owner compounding monthly until paid.

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14. **UNTENANTABILITY:** If the Premises, or any portion thereof, are made untenable by fire, the elements, or other casualty, Owner shall restore same to the extent insurance proceeds are available. However, Manager shall be responsible for the repair or replacement of all personal property, fixtures and equipment. If Owner does not restore the premises, or the affected portion thereof, to tenantability within ninety (90) days thereafter, Manager may then terminate this Agreement. However, if the Premises are more than fifty percent (50%) destroyed by such casualty, either Owner or Manager may terminate this Agreement unless Owner is able to rebuild and restore the Premises with available insurance proceeds within One Hundred Twenty (120) days of such casualty. During such time as the Premises are untenable, Manager shall use proceeds from the business interruption insurance to pay the Minimum Share of Revenue.
15. **INSPECTION:** Owner shall have the right to enter the Premises during normal business hours for reasonable inspections and, in addition, shall have the right to show same to prospective managers or tenants during the last One Hundred Twenty (120) days of the term hereof.
16. **NO LIABILITY; WAIVER OF SUBROGATION:** Owner shall not be liable for any personal injury or property damage to Manager or to its officers, agents and employees, or to any other occupant of any part of the Premises, irrespective of how such injury or damage may be caused, unless the injury or damage shall be caused by Owner's negligence or willful misconduct and then subject to Owner's defense of sovereign immunity and/or limited liability.

Owner shall not be liable for any damage to person or property or loss suffered by the business or occupation of Manager caused by water from any source whatsoever or from the bursting, overflowing or leaking of sewer or steam pipes or from the heating or plumbing fixtures.

In no event shall any officer, official, employee, representative or agent of Owner ever be personally liable to Manager or any other person or entity under this Agreement for any of Owner's obligations hereunder and all such parties shall look solely to the assets of Owner for the satisfaction of Owners liability under this Agreement. Neither Manager nor Owner shall ever be liable to the other for indirect, consequential, special or other similar damages.

In addition, neither Owner nor Manager shall be liable to the other for any loss or damage to property or injury to or death of persons occurring in the Building (including the Premises) or in any manner growing out of or connected with Manager's use and occupation of the Premises, the Building or the condition thereof, whether or not caused by the negligence or fault of Owner or Manager, or their respective agents, employees, or invitees to the extent that such loss, damage or injury is covered by the insurance required to be maintained by this Agreement. The foregoing release shall apply to all such business interruption losses under all circumstances and to loss or damage to property or injury to or death of persons but only to the extent insurance proceeds are available to protect against the

entirety of such losses. Nothing herein shall be construed to impose any other or greater liability upon either Owner or Manager than would have existed in the absence of these provisions. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under an applicable policy. The release in favor of Owner contained herein, is in addition to and not in substitution of or in diminution of the hold harmless and indemnification provisions stated herein.

17. **SIGNS:** Manager shall not install any signs, promotional banners, letters and/or plaques without the prior written consent of Owner as to the size, content and location of such signs, such consent not to be unreasonably withheld or delayed. All such signs must comply with the zoning ordinances and regulations of the City of Manchester. All such signs shall remain the property of Manager and shall be removable and removed at the termination of this Agreement. Manager shall be responsible for restoring the Building or any part thereof which is damaged by the removal of any signs, to its original condition.
18. **EQUIPMENT AND PERSONAL PROPERTY:** Manager shall install at the Premises, business machines and other first class quality furniture, fixtures and equipment as may be necessary to operate a reputable restaurant and banquet facility. Manager acknowledges that there will be other occupants in the Building. Accordingly Manager shall use its best efforts to employ the most current and available business practices in operating and maintaining its facilities consistent with minimizing practical impact on other occupants.
19. **MANAGER'S ALTERATIONS AND IMPROVEMENTS:**
  - a. Manager shall equip and furnish the Premises with first class quality fixtures, furniture and equipment, at least ninety percent (90%) of which shall be new, so that the Premises may be operated in a good and reputable manner as a restaurant and banquet facility.
  - b. Manager is granted permission to make such alteration and improvements and install such identification signs, furniture, fixtures and equipment in the Premises as be specified in lists, plans and specifications attached hereto as Exhibit D and identified as "Manager's Alterations and Improvements." Manager agrees to pay for same, and to indemnify, save and hold Owner harmless from any cost, expense or liens arising in connection therewith.
  - c. Manager shall not make any further alterations or improvements without the prior written consent of Owner.
20. **SURRENDER:** Upon the termination of this Agreement, or any extension thereof, any and all improvements, alterations or modifications which are affixed to the real estate, and normally considered to be part of the real estate shall

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become the property of Owner. This includes, but is not limited to, ceilings, flooring, carpeting, shelving (which is affixed to the real estate), partitions, walls, wall coverings, affixed restaurant equipment and the like. At the termination of this Agreement, Manager may remove its own personal property not considered part of the real estate, such as blinds, curtains, portable equipment, business machines, trade fixtures, signs and the like, not affixed to the real estate. Notwithstanding the foregoing, Manager may not remove affixed equipment and the Premises shall remain equipped and furnished such that it can continue to be used as a restaurant and banquet facility.

21. **OWNER'S CONSTRUCTION AND IMPROVEMENTS:** Owner hereby agrees to spend a maximum of Two Million Two Hundred Thousand Dollars (\$2,200,000) (the "Improvement Allowance") on the demolition of the current country club facility and on the construction of and improvements to the Building and the Property. Upon execution of this Agreement, Owner shall, using its normal procurement and contracting procedures, arrange for the design and construction of the Building and improvements therein and thereafter the demolition of the existing building. The Improvement Allowance shall be spent on the following items and in the following priority until it is depleted, after which Owner shall have no further obligation to make any further renovations or improvements.
- a. First, to design the Building;
  - b. Second, to construct and frame the exterior of the Building;
  - c. Third, to construct the interior of the Building, excluding the Premises;
  - d. Fourth, to demolish the existing building and to landscape the demolition site (the date such work commences being the "Demolition Date")
  - e. Fifth, to construct to a minimum base level the interior of the Premises for an approximately 10,000 square foot restaurant and function facility, an approximately 3,400 square foot exterior deck and approximately 1,500 square feet of office and storage space located on the lower level (the "Vanilla Box Improvements");
  - f. Sixth, the remainder of the Improvement Allowance, if any, shall be provided to Manager as an allowance to install finishes and to fit-up the Premises, including the function room, dining room, kitchen, bathroom and common area.

To the extent the Improvement Allowance has not been depleted, the Vanilla Box Improvements shall include rough electrical, rough plumbing to kitchen, bathrooms and bar, complete HVAC distribution throughout entire Premises, finished fire rated sheetrock ceiling, and a clean smooth surfaced floor ready to accept Manager's finished floor materials.

If at any time prior to the award and entering into of a construction contract to build the Building either Owner or Manager shall reasonably believe that the Improvement Allowance will be depleted prior to the completion of the Vanilla Box Improvements, such party shall notice the other of such belief (the "Depletion Notice"). During the thirty (30) days following the delivery of the Depletion Notice, Manager and Owner shall cooperatively work together to: (a) agree upon a mutually acceptable redesign of the Building or portions thereof so that the cost of the construction is satisfactorily reduced; (b) implement other reasonable and mutually acceptable cost saving measures; (c) seek from the Board of Mayor and Aldermen of the City of Manchester additional financing (the agreement to which shall be in such Board's sole discretion) to augment the Improvement Allowance so that it will not be depleted prior to the completion of the Vanilla Box Improvements and enter into a corresponding amendment of this Agreement to increase the Minimum Share of Revenue to account for any additional debt service requirements; (d) have Manager agree to absorb the shortfall in the funding for the Vanilla Base Improvements; or (e) agree to and implement any combination of matters set forth in the foregoing clauses (a), (b), (c) and (d). If Owner and Manager are unable to reach a mutually acceptable agreement regarding the cost of the design and construction of the Building within such thirty (30) day period, Manager shall have the right by notice to Owner to terminate this Agreement within ten (10) business days after the end of such thirty (30) day period. If Manager does not timely terminate this Agreement pursuant to this Section 21 (which termination must occur, if at all, prior to the construction contract being entered into by Owner for the Building), the Agreement shall remain in full force and effect.

In addition, if, after a construction contract to build the Building has been awarded and entered into, either Owner or Manager becomes aware of a material cost increase due to unforeseen conditions (e.g., the discovery of hazardous waste requiring an expensive clean-up) either party may provide the other with a Depletion Notice and the provisions of the foregoing grammatical paragraph shall apply (except that Manager's right to terminate this Agreement shall be timely if exercised within ten (10) days of the end of the thirty (30) day period following delivery of the Depletion Notice notwithstanding that a construction contract to build the Building has been awarded and entered into).

Once the Improvement Allowance has been depleted, Manager shall be responsible for the cost of any further renovations and improvements to the Premises.

22. **BUILDING DESIGN COLLABORATION.** Owner and Manager hereby agree that the selection of the architect and design of the Building shall be a collaborative process. Although the selection of the designer and contractor for the Building must be undertaken in accordance with the applicable procurement procedures of Owner, Manager shall have the right to participate in the selection process including by being present at any interviews or presentations, being

provided with copies of submitted proposals and having the right to comment on the submissions and qualifications of the proposed designers and contractors. Owner agrees to duly consider Manager's comments with regard to the proposed designers and contractors. Further, Manager may participate in, make comments regarding, and provide suggestions with respect to, the design of the Building throughout the design process. Owner hereby agrees to consider in good faith Manager's reasonable suggestions and/or objections with respect to the selection of an architect and contractor and with respect to the design of the Building and any alterations to such design required for budgetary or other reasons.

23. **TERMINATION OF LEASE:** Manager, as Tenant under the Lease, acknowledges and agrees that the construction of the Building may disrupt its restaurant business. Manager, as Tenant under the Lease, further acknowledges and agrees that during some period of time while Manager is preparing to open a restaurant and banquet facility in the Building, Manager, as Tenant, may be forced to close and not operate its restaurant. Manager, as Tenant under the Lease hereby waives, releases and holds harmless Owner from any and all claims, losses, or injuries resulting from any construction, renovations, or improvements made by Owner to the extent such arise from Manager's rights as a Tenant under the Lease. Manager, as Tenant under the Lease, hereby agrees that the Lease shall terminate on the Demolition Date.
24. **CONDEMNATION:** If the Premises, or any significant portion thereof, are taken by eminent domain, or condemned for public use, this Agreement may be terminated by either Owner or Manager, and any and all awards for such taking shall be the exclusive property of Owner. Notwithstanding the foregoing, Manager shall be entitled to receive a portion of such award equal to the cost of capital improvements made by Manager; provided, however, that if such award is less than the total of (x) the value of the land taken, plus (y) the combined cost of capital improvements made by Owner and Manager, then Manager shall only be entitled to receive a pro rated portion of such award. Nothing contained herein shall be construed to preclude Manager from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal or relocation of, or the value of stock and other personal property belonging to Manager; provided, however, that no such claim shall diminish or otherwise adversely affect Owner's award or the award of any mortgagee.
25. **SUBORDINATION:** This Agreement is subject and subordinate to any mortgage to any lender, including any bond indenture, prior to or subsequent to the date of execution and delivery of this Agreement and to all renewals, modifications, consolidations, replacements or extensions thereof; provided, however, that any subsequent mortgagee provides Manager with a commercially reasonable nondisturbance covenant, subject to the receipt of such nondisturbance covenants, Manager shall, upon the request of Owner, promptly execute and deliver all such instruments as may be appropriate to subordinate this Agreement to any mortgage securing notes issued by Owner and to all advances made

thereunder and to the interest thereon and all renewals, replacements and extensions thereof, it being understood, however, that such additional instruments are not necessary in that this is a presently effective agreement of subordination. At the request of Owner, which shall be consistent with the terms hereof, Manager shall join in a subordination requested by any mortgagee who desires to subordinate its mortgage to this Agreement, provided, however that the provisions of said mortgage relating to the receipt and application of insurance proceeds and condemnation awards shall in no event be subordinated to this Agreement. Manager also agrees that if it shall unreasonably fail at any time to execute, acknowledge or deliver any such instrument requested by Owner, Owner may, in addition to any other remedies available to it, execute, acknowledge and deliver such instrument as the attorney in fact of Manager and in Manager's name; and Manager hereby makes, constitutes and irrevocably appoints Owner as its attorney in fact for that purpose. The word "mortgage" as used herein includes mortgages, bond indentures, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. It is understood and agreed however, that provided Manager shall be in good standing hereunder, this Agreement shall remain in full force and effect, and shall not be affected by any Subordination of said Agreement.

26. **TRANSFER OF OWNERSHIP:** Absent the prior written consent of Owner, which consent shall not be unreasonably withheld, Manager shall not (i) assign or in any manner transfer this Agreement or any estate or interest therein, whether by operation of law or otherwise, nor (ii) lease or sublet the Premises or any part thereof or any right or privilege appurtenant thereto, nor (iii) allow anyone to conduct business, upon, in, at, or from the Premises, either by voluntary or involuntary act or by operation of law or otherwise. The sale, issuance or transfer of any stock of Manager that results in a change in the direct or indirect control of Manager without the prior written consent of Owner, which consent shall not be unreasonably withheld, shall be deemed to be a prohibited assignment of this Agreement. Any transfer attempted or made contrary to the provisions of this Section shall be null and void. Notwithstanding the foregoing, Owner shall be reasonable in withholding its consent if: (i) the proposed transferee is not an experienced restaurateur, (ii) the proposed transferee does not have a net worth sufficient to operate a first class restaurant and banquet facility, or (iii) the proposed transferee does not have a good operating record, or is not of good character, or does not have a good business reputation, or the proposed transferee's business integrity is questionable, as reasonably determined by Owner. Any transfer, assignment or hypothecation to which Owner has consented shall be by an instrument in a form reasonably satisfactory to Owner and shall be executed by Manager and the proposed transferee. Each transferee or assignee shall agree in writing for the benefit of Owner to be bound by and perform the terms, covenants, and conditions of this Agreement to be done, kept and performed by Manager. In requesting consent to an assignment or transfer of Manager's interest hereunder, Manager shall provide Owner with information regarding the proposed transferee to address the foregoing standards in clauses (i) through (iii) above. Consent to one transfer or assignment shall not constitute

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Owner's consent to other assignments or transfers of any kind or a waiver of Owner's rights pursuant to this Section. In the event that Owner is asked to consider an assignment or transfer hereunder, Manager shall pay Owner's reasonable attorneys' fees and costs incurred in connection with the review and processing of documents related to such proposed assignment or transfer.

27. **MANAGEMENT CHANGE:** Manager shall provide Owner with the names of all key employees responsible for the day-to-day management and operation of the Premises. Manager shall provide Owner with prompt notice of any change in any such key employees.

28. **USE OF PREMISES:**

- a. Manager shall use the Premises to operate a restaurant and banquet facility with an accessory lounge and night club and for no other use.
- b. Manager shall have the sole and exclusive right to operate a full service restaurant and lounge facility within the Building; provided, however, that such exclusive use shall not in any manner preclude the sale of merchandise from vending machines or the accessory sale of food and beverages by the Pro Golf shop operating in the Building.
- c. Owner reserves the right to utilize the banquet facility when available, with reasonable notice at no fee; provided, however, that Owner shall reimburse Manager for the reasonable cost of cleaning the banquet facility following Owner's use thereof.

29. **PROHIBITED USE OF PREMISES:**

- a. Manager shall not use the Premises, or any part thereof, for arcade and/or strip club and/or have any video poker or slot machines on premises, or for the sale or service of any other type of goods or products other than those enumerated above.
- b. Manager shall not use the Premises to conduct any outside catering without the approval of Owner.

30. **CONTINUOUS USE:** Manager covenants and agrees that at all times during the term of this Agreement Manager shall maintain sufficient staff, equipment and supplies to operate a restaurant and banquet facility in a good and reputable manner and shall remain open for business during normal restaurant and banqueting hours, seven days a week, including holidays. Notwithstanding the foregoing, Manager shall be entitled to close the restaurant and banquet facility on December 25th of each year and on up to two (2) additional holidays per year.

31. **PARKING FACILITIES:** Manager, its employees, customers and visitors shall have the right to use designated parking areas, in common with others, as provided on the approved Site Plan attached hereto as Exhibit E.

32. **NOTICE:** All notices provided for herein shall be in writing. Any notice from Owner to Manager relating to the Premises or to the occupancy thereof, shall be deemed duly served, if left at the Premises addressed to Manager. Additionally, any notice provided for herein shall be deemed received (i) three days following the deposit in the U.S. certified mails (return receipt requested), with proper postage prepaid, (ii) the next business day after delivery to a regularly scheduled overnight delivery carrier with deliver fees either prepaid (or paid pursuant to an arrangement satisfactory to such carrier, made for the payment thereof), or (iii) upon receipt of notice given by personal delivery. Notices to Manager (if not left at the Premises) shall be sent to the following address, or such address as Manager may from time to time advise in writing:

Michael Lanoie, President  
BLL Restaurant, Inc.  
625 Mammoth Road  
Manchester, NY 03104

with a courtesy copy to:

Kelley & Tilsley, P.A.  
P.O. Box 3280  
Manchester, NH 03105

Notices to Owner shall be sent to the following address, or such address as Owner may from time to time advise in writing:

City of Manchester  
One City Hall Plaza,  
Manchester, New Hampshire, 03101  
ATTN: Finance Officer

and

Parks, Recreation & Cemetery Department,  
625 Mammoth Road,  
Manchester, New Hampshire  
ATTN: Director of Parks, Recreation & Cemetery Department

with a courtesy copy to:

City of Manchester  
One City Hall Plaza  
Manchester, NH 03101  
Attn: City Solicitor

33. **NO WAIVER OF DEFAULT OR BREACH; NO ACCORD AND SATISFACTION:** No failure of Owner to insist upon the strict performance of

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any covenant, agreement, term or condition of this Agreement, or to exercise any right of remedy consequent upon a breach or default, shall constitute a waiver of any such breach or default of such covenant, agreement, term or condition. No waiver of any breach or default shall affect or alter this Agreement, but each and every covenant, agreement, term, and existing condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach or default. No acceptance of partial payment or partial performance by Owner with respect to Manager's obligations under this Agreement shall operate as an accord and satisfaction and in all instances the balance of such unpaid or unperformed obligation shall continue in effect as a continuing obligation of Manager until satisfied in full.

34. **SEVERABILITY**: If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
35. **APPLICABLE LAW**: This Agreement, the rights of the parties and all legal actions arising in whole or in part under or in connection with this Agreement, shall be governed by and construed in accordance with the domestic substantive laws of New Hampshire, without giving effect to any choice of law provision or rule that would cause the application of the laws of another jurisdiction.
36. **SUCCESSORS AND ASSIGNS**: This Agreement will be binding on the heirs, executors, administrators, successors and assigns of all parties hereto.
37. **NO PARTNERSHIP OR JOINT VENTURE**: Nothing contained in this Agreement shall constitute or be deemed to create a partnership or joint venture between Owner and Manager.
38. **COUNTERPARTS**: This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original, and all counterparts, when taken together, shall be deemed the same instrument with the same effect as if all parties hereto had signed the same signature page.
39. **TIME IS OF THE ESSENCE**: For all purposes hereunder, time is of the essence.
40. **EXHIBITS**: The exhibits to this Agreement are incorporated herein and made part hereof by this reference.
41. **HEADINGS**: The titles and headings of the various sections of this Agreement are intended solely for convenience and shall not be construed as an explanation, modification or intended construction of any terms or provisions of this Agreement.
42. **AMENDMENTS**: Any modification of this Agreement or amendment of this

Agreement shall only be effective if made in writing, executed by both Owner and Manager.

43. **ENTIRE AGREEMENT:** This Agreement embodies the entire agreement between the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein.

44. **ARBITRATION OF CERTAIN DISPUTES.**

- a. **Dispute.** For purposes of this section, "Dispute" shall mean any disagreement between the parties relating to Section 12(b) and 12(e) of this Agreement.
- b. **Mandatory Arbitration of Disputes.** If any Dispute arises between the Owner and Manager (each a "Party" and collectively the "Parties") that the Parties cannot amicably resolve between themselves, it shall be resolved exclusively through binding arbitration in accordance with the rules set forth in this section.
- c. **Rules for Arbitration.** The following rules shall govern every arbitration under this Section:
  - i. **Notice of Arbitration; Request For Names of Arbitrators.** A Party who wishes a Dispute to be resolved by arbitration under this Section (the "Initiating Party") shall give written notice to the other (the "Responding Party"). Within ten (10) business days after the Responding Party has received such notice, the Parties shall agree upon a single person who shall serve as the arbitrator of the Dispute. If the Responding Party does not respond within such ten (10) business day period, the Initiating Party shall select the arbitrator. If the Parties cannot agree upon a single arbitrator within such ten (10) business day period, either Party may request from the office of the American Arbitration Association (the "AAA") with notice to the other Party a list of six (6) arbitrators known to the AAA and residing in New Hampshire and a panel of three arbitrators shall be selected as set forth below.
  - ii. **Selection of Panel.** Any arbitration under this Section that is not decided by a single arbitrator shall be decided by a panel (the "Panel") of three arbitrators selected as follows: Within ten (10) business days after receiving the above list from the AAA, each Party shall name a single person from the list as an arbitrator. If a Party fails to select an arbitrator in the allotted time, the Dispute shall be resolved by the arbitrator selected by the other Party. If each Party selects an arbitrator within the allotted time, the two arbitrators shall then select a third arbitrator with five (5) business days. If the two arbitrators cannot agree upon a third arbitrator

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within five (5) business days, either Party may request that the AAA select a third arbitrator.

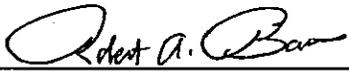
- iii. **Payment of Arbitrators.** The cost of the arbitrator(s) shall be split equally between the Parties. Each party shall otherwise bear its own costs.
  - iv. **Miscellaneous Rules.** Except as otherwise provided in this Section, arbitrations under this Section shall be subject to and conducted pursuant to the Rules of Commercial Arbitration of the AAA. Either Party may be represented by counsel in any arbitration under this Section.
  - v. **Duration.** Each arbitrator shall use his or her best efforts to hear and resolve each Dispute as promptly and economically as possible.
  - vi. **Written Statement of Award.** Upon conclusion of the arbitration, the arbitrator(s) shall provide each Party with a written statement of their award. The statement shall set forth the decision of the arbitrator(s), including findings of fact, rulings of law and the reasoning of the arbitrator(s). Any award by a Panel must be joined in by at least two of the three arbitrators on the Panel.
  - vii. **Waiver of Claims.** Each Party hereby irrevocably waives any claim which that Party may have against any arbitrator relating to the arbitration of any Dispute except claims under Chapter 542 of the New Hampshire Revised Statutes Annotated ("RSA 542").
- d. **Remedies.** Upon resolving a Dispute, the arbitrator(s) may require (i) either Party to pay actual (but not punitive) damages to the other Party, or (ii) specific performance.
  - e. **Finality.** The award of the arbitrator(s) shall be final, shall bind the Parties, may be entered in any court of competent jurisdiction and enforced by that court, and shall be subject to judicial review only as provided in RSA 542.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by a duly authorized person on the day and year first above-written.

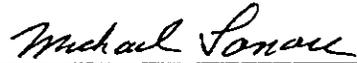
Owner:

CITY OF MANCHESTER

By:   
Name: Robert A. Baines  
Title: Mayor

Manager:

BLL RESTAURANT, INC., a  
New Hampshire corporation

By:   
Name: Michael Lanoie  
Title: Treasurer

By:   
Name: William Laberge  
Title: President

With respect to Section 23 (Termination of Lease) only:

Tenant

BLL RESTAURANT, INC., a  
New Hampshire corporation

By: Michael Lanoie  
Name: Michael Lanoie  
Title: Treasurer

By: William Laberge  
Name: William Laberge  
Title: President

Exhibit A

Floor Plan of the Premises

Exhibit B

Share of the Revenue

The Share of the Revenue shall consist of three components:

1. **Insurance Amount.** Beginning on the Commencement Date and thereafter when invoiced, Manager shall pay Owner its pro-rata share (as a function of square footage), as reasonably determined by Owner, of the cost to Owner of self-insuring the Building against casualty losses.
  
2. **Minimum Share of Revenue.** Beginning on the Commencement Date and on the first of every month thereafter, Manager shall pay to Owner an amount (the "Minimum Share of Revenue") determined as follows: The amount of the Minimum Share of Revenue for the first ten years of the term of this Agreement shall be equal to 69% of the debt service (including issuance costs) paid by the City on the debt issued to fund or to reimburse the City for funding the portion of the Improvement Allowance actually spent on the Building and the Property. While the City reserves the right to issue debt on whatever basis it finds appropriate to fund the Improvement Allowance, in determining the debt service amount above the City shall reasonably determine the debt service amount by assuming that the City issued general obligation bonds with a 20 year maturity at or about the time the final portion of such Improvement Allowance funds were expended and debt service thereon is paid on a level amortization basis of interest and principal resulting in equal monthly debt service payments over the 20 year term. The Minimum Share of Revenue shall remain fixed for ten (10) years. Thereafter, in each subsequent year for the remainder of the term of the Agreement, the amount of the Minimum Share of Revenue from the prior year shall be increased by a percentage equal to lesser of (i) the increase in the Consumer Price Index (or, if not available, the City's reasonable determination of an alternate measure) using 2011 as the base year to measure increases from or (ii) 5%. Absent manifest proven error by City, City's determination of the amount of the Minimum Share of Revenue to be paid for any given period shall be final and conclusive.
  
3. **Percentage Share of Revenue.** Manager shall pay Owner on an annual basis an amount (the "Percentage Share of Revenue") based upon the Gross Revenues (as hereinafter defined) for the previous calendar year. The Percentage Share of Revenue shall be calculated as follows:
  - a. For the period beginning on the Commencement Date and ending on December 31, 2004, the Percentage Share of Revenue shall be an amount equal to (x) 0% of Gross Revenues equal to or less than One Million Dollars (\$1,000,000); plus (y) 1% of Gross Revenues in excess of One Million Dollars (\$1,000,000) but less than One Million Six Hundred Thousand Dollars (\$1,600,000); plus (z) 1.5% of Gross Revenues equal to or in excess of One Million Six Hundred Thousand Dollars (\$1,600,000).

- b. For the period beginning on January 1, 2005 and ending on December 31, 2005, the Percentage Share of Revenue shall be an amount equal to (x) 0% of Gross Revenues equal to or less than One Million Dollars (\$1,000,000); plus (y) 1.25% of Gross Revenues in excess of One Million Dollars (\$1,000,000) but less than One Million Six Hundred Thousand Dollars (\$1,600,000); plus (z) 1.75% of Gross Revenues equal to or in excess of One Million Six Hundred Thousand Dollars (\$1,600,000).
- c. For the period beginning on January 1, 2006 and through the remainder of term of this Agreement, the Percentage Share of Revenue shall be an amount equal to (x) 0% of Gross Revenues equal to or less than One Million Dollars (\$1,000,000); plus (y) 1.5% of Gross Revenues in excess of One Million Dollars (\$1,000,000) but less than One Million Six Hundred Thousand Dollars (\$1,600,000); plus (z) 2.0% of Gross Revenues equal to or in excess of One Million Six Hundred Thousand Dollars (\$1,600,000).

For purposes of this Agreement, Gross Revenues shall mean all revenue of any kind derived directly or indirectly from operations at the Premises determined in accordance with Generally Accepted Accounting Principles consistently applied, excluding, however, the following: (i) applicable excise, sales, gross income, entertainment, and use taxes or similar government charges collected directly from patrons or guests, or as a part of the sales price of any goods or services, such as gross receipts, admission, or similar or equivalent taxes; (ii) proceeds of any insurance other than business interruption insurance proceeds, which shall be considered revenue; and (iii) gratuities paid to staff.

Exhibit D

Manager's Alterations and Improvements

Exhibit E

Site Plan

## ADDENDUM TO MANAGEMENT AGREEMENT

This Addendum to Management Agreement is made this 14<sup>th</sup> day of March, 2003 by and between CITY OF MANCHESTER, a duly organized municipal corporation, having an address of One City Hall Plaza, Manchester, New Hampshire, 03101, by and through its Parks, Recreation & Cemetery Department, having an address of 625 Mammoth Road, Manchester, County of Hillsborough and State of New Hampshire (hereinafter called "Owner"), and BLL RESTAURANT, INC., a New Hampshire Corporation having a principal place of business at 625 Mammoth Road, Manchester, County of Hillsborough and State of New Hampshire (hereinafter called ("Manager")).

WHEREAS, the Owner and Manager have entered into a certain Management Agreement dated December 13, 2002 regarding the construction and management of certain premises owned by the Owner at 625 Mammoth Road ("Management Agreement"); and

WHEREAS, the Owner and Manager desire and are willing to supplement the terms of the Management Agreement.

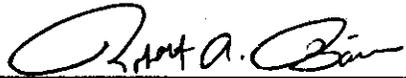
NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

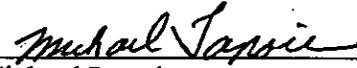
- A. During the term of the Management Agreement the Manager shall require all of its employees including management to execute an employee agreement wherein all employees are informed that gambling on the premises is strictly forbidden at any time. The employee agreement will further inform all employees that gambling on the premises shall be grounds for immediate dismissal.
- B. The employee agreement may be incorporated into an employee handbook and need not be a separate document provided, however, that the notices regarding gambling shall be conspicuous and the handbook must be signed by each employee.
- C. The Owner shall annually forward copies of the Manager's financial reports to the City's internal auditor for review. The internal auditor shall report any findings to the Committee on Accounts.
- D. The Owner shall cause City staff to review the insurance limits and coverages required under this Agreement every three (3) years. City staff shall consult with the Manager in this review and shall report any recommended changes to the Board of Mayor and Aldermen.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by a duly authorized person on the day and year first above-written.

CITY OF MANCHESTER

BLL RESTAURANT, INC.

By:   
Robert A. Baines  
Mayor

By:   
Michael Lanoie  
Treasurer

By:   
William Laberge  
President

ADDENDUM NUMBER TWO  
TO MANAGEMENT AGREEMENT

This Addendum to Management Agreement is made this \_\_\_ day of \_\_\_\_\_, 2004 by and between CITY OF MANCHESTER, a duly organized municipal corporation, having an address of One City Hall Plaza, Manchester, New Hampshire, 03101, by and through its Parks, Recreation & Cemetery Department, having an address of 625 Mammoth Road, Manchester, County of Hillsborough and State of New Hampshire (hereinafter called "Owner"), and BLL RESTAURANT, INC., a New Hampshire Corporation having a principal place of business at 625 Mammoth Road, Manchester, County of Hillsborough and State of New Hampshire (hereinafter called ("Manager")).

WHEREAS, the Owner and Manager have entered into a certain Management Agreement dated December 13, 2002 regarding the construction and management of certain premises owned by the Owner at 625 Mammoth Road ("Management Agreement"); and

WHEREAS, the Owner and Manager have entered into an Addendum to Management Agreement dated March 14, 2003; and

WHEREAS, the Owner and Manager desire to amend certain terms of the Management Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The third WHEREAS clause of the Management Agreement is amended by replacing the reference of 10,000 square feet with 9,500 square feet and by replacing reference to 3,400 square feet with 3,800 square feet.
2. Paragraph 2 of the Management Agreement is amended by replacing the reference of 10,000 square feet with 9,500 square feet and replacing the reference of 3,400 square feet with 3,800 square feet.
3. Paragraph 21 of the Management Agreement is amended by replacing the reference of \$2,200,000 with \$2,650,000.
4. Paragraph 21 e of the Management Agreement is amended by replacing the reference of 10,000 square feet with 9,500 square feet and by replacing the reference of 3,400 square feet with 3,800 square feet.
5. Paragraph 21 of the Management Agreement is amended by deleting the second to the last and the third to the last paragraphs.

6. Exhibit B paragraph 2 of the Management Agreement is amended by replacing reference to 69% with 74.25% and by replacing both references of 20 year with 25 year and by replacing reference to 2011 with 2013.
7. Exhibit B, paragraph 3 of the Management Agreement is amended by deleting subparagraphs a and b.
8. Exhibit B paragraph C is amended by replacing reference of January 1, 2006 with on commencement of this agreement.
9. Amend the Management Agreement by adding a new paragraph 21A as follows:

21A. SECURITY DEPOSIT

- a. Delivery of Security Deposit. Simultaneously with the execution and delivery of the Management Agreement, the Manager shall deliver to the Owner the Security Deposit, which shall be in the form of cash or a letter of credit which satisfies the conditions of Section 21A b (the "Letter of Credit") in the amount of \$400,000.00.
- b. Security Deposit – Letter of Credit Requirements. If the Security Deposit is in the form of a Letter of Credit, the Letter of Credit must satisfy all of the following conditions: (i) the Letter of Credit must be in a form approved by Owner with an expiration date not less than one (1) year after the date of issue of the Letter of Credit and with an evergreen or automatic renewal unless prior notice is otherwise given clause; (ii) the beneficiary of the Letter of Credit must be the owner or the owner's designee; (iii) the Letter of Credit must be irrevocable, unconditional and transferable one or more times without charge; and (iv) the Letter of Credit must be issued by a bank satisfactory to the Owner in its sole and absolute discretion. If, at any time, the issuer of the Letter of Credit gives notice of its election not to renew, extend and/or reissue the Letter of Credit, then the Manager shall, on or before forty-five (45) days prior to the expiration of the term of the Letter of Credit, deliver to the owner (1) a replacement Letter of Credit satisfying all of the above conditions or (2) cash in the full amount of the expiring Letter of Credit; and if the Manager fails to timely deliver to the Owner a replacement Letter of Credit, such failure shall constitute an Event of Default and, in addition to any other rights which the owner might have by reason of such Event of Default the Owner may draw on the Letter of Credit and use or hold the proceeds of such drawing as the Security Deposit. If (x) the owner shall reasonably determine that there has been a material adverse change in the creditworthiness of the bank issuing the Letter of Credit and the Manager shall fail, with ten (10) days after notice, to either provide a replacement Letter of Credit as required above or cash in the full amount of the existing Letter of Credit, or (y) the Manager fails to provide Owner with cash in the full amount of the Letter

of Credit within ten (10) days after notice to Manager that (I) any proceedings under the Bankruptcy Code, or under any receivership or insolvency laws are instituted with the issuer of the Letter of Credit as debtor or (II) the bank issuing the Letter of Credit is taken over by the Federal Deposit Insurance Corporation, the Resolution Trust Corporation or a similar entity, then such failure by the Manager under clauses (x) or (y) of this sentence shall constitute an Event of Default and, in addition to any other rights which Owner might have by reason of such Event of Default, Owner may draw on the Letter of Credit and use or hold the proceeds of such drawing as part of the Security Deposit.

- c. Use and Replenishment of Security Deposit. The Security Deposit is security for the faithful performance and observance by the Manager of the terms, provisions and conditions of this Management Agreement. In addition, the Manager acknowledges that it has received a benefit from the development of the project and, therefore, it agrees that the Security Deposit shall also serve as security for the faithful performance and observance by the Manager of the Management Agreement. It is agreed that if an Event of Default occurs, the Owner may use, apply or retain the whole or any part of the Security Deposit to the extent required for payment of any Base Rent, Additional Rent, or any other sum as to which the Manager is in default or for any sum which Landlord may expend or may be required to expend by reason of the occurrence of an Event of Default or for any amounts due under or required to be expended in connection with the Management Agreement after any default thereunder, including, but not limited to, any damage or deficiency accrued before or after any legal action with respect to the occupancy of the Premises or other re-entry by Owner, including the costs of such proceeding or re-entry and further including, without limitation, reasonable attorneys' fees. It is agreed that the Owner shall always have the right to apply the Security Deposit; or any part thereof, as aforesaid, without additional notice and without prejudice to any other remedy or remedies which the Owner may have, or the Owner may pursue any other such remedy or remedies in lieu of applying the Security Deposit or any part thereof. No interest shall be payable on the Security Deposit and the Owner shall have the right to commingle the Security Deposit with other funds of the Owner. If the Owner shall apply the Security Deposit in whole or in part, the Owner shall immediately upon demand pay to the Owner the amount so applied to restore the Security Deposit to its original amount. The Owner may apply the Security Deposit in whole or in part to pay for project cost overruns and approved change orders. The Manager further covenants that it will not assign or encumber or attempt to assign or encumber the Security Deposit and that neither the Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

- d. Reduction of the Security Deposit. Provided there then exists no Event of Default under this Management Agreement, the Security Deposit will be reduced by an amount equal to the verified payments for the purchase and installation of the project fixtures and fit up. In no event will the Security Deposit be reduced below \$200,000.00 until all conditions for Release of the Security Deposit are achieved.
- e. Release of Security Deposit. When the Owner determines in its reasonable discretion that the construction of the project is substantially complete and provided there then exists no Event of Default or default under the Management Agreement and provided Manager has obtained all required waivers of lien in connection with the construction of the project then the Security Deposit shall be reduced to \$0 and any cash or Letters of Credit then held as the Security Deposit by the Owner shall be released to the Manager. Notwithstanding the foregoing or anything to the contrary contained in the Management Agreement, as amended, upon satisfaction of the terms and conditions described in this Paragraph 21A, e., Manager shall be under no further obligation to maintain the Security Deposit in any amount, and Owner shall thereafter and forever release Manager from such obligation.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by a duly authorized person on the day and year first above-written.

CITY OF MANCHESTER

BLL RESTAURANT, INC.

By: \_\_\_\_\_  
Name: Robert A. Baines  
Title: Mayor

By: \_\_\_\_\_  
Name: Michael Lanoie  
Title:

By: \_\_\_\_\_  
Name: William Laberge  
Title:

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

**"Amending the FY 2002 and 2003 Community Improvement Program, authorizing and appropriating funds in the amount of Ninety Three Thousand Three Hundred Sixty Four Dollars and Two Cents (\$93,364.02) for FY2003 CIP 712103 S. Mammoth Sewer – Phase 3 Project."**

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2002 and 2003 CIP as contained in the 2002 and 2003 CIP budget; and

WHEREAS, Table 5 contains all sources of Enterprises, Fees and Other Dedicated Source funds to be used in the execution of projects; and

WHEREAS, additional funds are required for the S. Mammoth Sewer – Phase 3 construction; and

WHEREAS, fund balances in the amount of \$93,364.02 remain in the completed WWTF Aeration System project; and

WHEREAS, the Board of Mayor and Aldermen wishes to make these funds available for the S. Mammoth Sewer Phase 3 project;

NOW, THEREFORE, be it resolved that the 2002 and 2003 CIP be amended as follows:

**By decreasing:**

FY2002 712302 – Upgrade WWTF Aeration System Project – \$93,364.02 – Enterprise  
(from \$324,281.28 Enterprise to \$230,917.26 Enterprise)

**By increasing:**

FY2003 712103 – S. Mammoth Sewer – Phase 3 Project - \$93,364.02 – Enterprise  
From \$1,100,000 Enterprise to \$1,193,364.02 Enterprise)

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

**City of Manchester  
New Hampshire**

*In the year Two Thousand and Four*

**A RESOLUTION**

**"Amending the FY2003 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Twenty Five Thousand Dollars (\$25,000) for FY2003 CIP 713303 - South Willow Street Area Improvements."**

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2003 CIP as contained in the 2003 CIP budget; and

WHEREAS, Table I contains all sources of Federal, State, and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept funds in the amount of \$25,000 for improvements to South Willow Area Improvements;

NOW, THEREFORE, be it resolved that the 2003 CIP be amended as follows:

**By increasing:**

2003 CIP 713303 - South Willow Street Area Improvements - \$25,000 Other  
(from \$34,417 Other to \$59,417 Other)

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

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending the FY2004 Community Improvement Program, authorizing and appropriating funds in the amount of One Thousand Two Hundred Thirty Three Dollars (\$1,233) for the 2004 CIP 411004 Youth Attendant Program."

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2004 CIP as contained in the 2004 CIP budget; and

WHEREAS, Table 1 contains all sources of Federal, State, and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds from the United States Department of Justice in the amount of \$1,233 for the implementation of the Youth Attendant Program;

NOW, THEREFORE, be it resolved that the 2004 CIP be amended as follows:

**By increasing:**

FY2004 CIP 411004 – Youth Attendant Program - \$1,233 Federal  
(From \$45,000 to \$46,233)

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

**City of Manchester  
New Hampshire**

*In the year Two Thousand and Four*

**A RESOLUTION**

**"Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Nine Thousand Eight Hundred Two Dollars (\$29,802) for the 2005 CIP 214105 Manchester Multi-Lingual Asthma Education and Outreach Program."**

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2005 CIP as contained in the 2005 CIP budget; and

WHEREAS, Table 1 contains all sources of Federal, State and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to accept funding in the amount of \$29,802 from the United States Environmental Protection Agency for the implementation of the Manchester Multi-Lingual Asthma Education and Outreach Program;

NOW, THEREFORE, be it resolved that the 2005 CIP be amended as follows:

**By adding:**

FY2005 CIP 215104 – Manchester Multi-Lingual Asthma Education and Outreach Program - \$29,802  
State

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

**City of Manchester  
New Hampshire**

*In the year Two Thousand and Four*

**A RESOLUTION**

"Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Ten Thousand Dollars (\$10,000.00) for the 2005 CIP 810305 VISTA Coordinator Project."

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2005 CIP as contained in the 2005 CIP budget; and

WHEREAS, Table 1 contains all sources of Federal, State, and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept funds from the Corporation for National & Community Service in the amount of \$10,000 for the oversight of the City's VISTA Program;

NOW, THEREFORE, be it resolved that the 2005 CIP be amended as follows:

**By increasing:**

FY2005 CIP 810305 – VISTA Coordinator Project - \$10,000 Federal  
(from \$25,000 Federal to \$35,000 Federal)

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

# City of Manchester New Hampshire

In the year Two Thousand and Four

## A RESOLUTION

"Authorizing Bonds, Notes or Lease Purchases in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for the 2005 CIP 811305, Revaluation Update Project."

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

SECTION 1. That there be and hereby is authorized under and pursuant to the Municipal Finance Act, and any other enabling authority, the issuance and sale of general obligation serial bonds, notes or lease purchases of the City in the aggregate principal amount of Two Hundred Fifty Thousand Dollars (\$250,000) at one time or from time to time as one or more separate bond, note or lease purchase issues for purposes stated in Section 3 of said Act, as more specifically hereinafter indicated. The bonds, notes or lease purchases of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such annual installments as shall be determined by the Finance Officer with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and of providing for the sale thereof is hereby delegated to the Finance Officer.

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

<u>Purpose</u>	<u>Amount</u>
2005 CIP 811305, Revaluation Update Project	\$250,000

It is hereby declared that the public works and improvements to be financed by said bonds, notes or lease purchases have a useful life in excess of 5 years.

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

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

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Authorizing Bonds, Notes or Lease Purchases in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for the 2005 CIP 811305, Revaluation Update Project."

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

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

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