

## AGENDA

### BOARD OF MAYOR AND ALDERMEN

September 4, 2007

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

1. Mayor Guinta calls the meeting to order.
2. The Clerk calls the roll.

#### CONSENT AGENDA

3. Mayor Guinta 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.

#### Ratify and Confirm Polls Conducted

- A. On August 14, 2007 approving a request from Intown Manchester to allow free parking downtown on Wednesday, September 12, 2007 from 5 PM until 8 PM for their Taste of Downtown Manchester event.  
*(Unanimous vote with the exception of Aldermen Smith and Forest who were unavailable.)*
- B. On August 27 & 28, 2007 regarding a request of Alderman Gatsas that a special meeting of the Board be held immediately following the Committee on Joint School Buildings meeting on Wednesday, August 29, 2007.  
*(Aldermen Gatsas, Long, Lopez, Shea, and Garrity voted yea. Aldermen Roy, Duval, Osborne, Pinard, O'Neil, Smith, Thibault and Forest voted nay. Alderman DeVries was unavailable.)*
- C. On August 28 & 29, 2007 regarding a request of Martin Boldin to attend the Askew Awards Conference in Madison, Wisconsin on September 9-10, 2007 and seeking funds in the amount of \$1,500 for transportation, conference and accommodations.  
*(Aldermen Roy, Long, Duval, Osborne, Pinard, O'Neil, Lopez, Shea, DeVries, Garrity, Smith and Thibault voted nay. Alderman Forest voted yea. Alderman Gatsas was unavailable.)*

**Accept BMA Minutes**

- D. Minutes of meetings held on April 9, 2007; April 10, 2007; April 16, 2007 (two meetings); April 17, 2007 (two meetings); May 1, 2007 (two meetings); May 15, 2007 (two meetings); June 4, 2007 (two meetings); and June 5, 2007.  
(Note: available for viewing at the Office of the City Clerk and previously forwarded to Mayor and Aldermen.)

**Pole Petition – Approve under supervision of the Department of Highways**

- E. PSNH Pole Petition #11-1167 located on Lake Avenue.

**Sidewalk Petitions (50/50 Program FY2008) – Approve subject to the availability of funding**

- F. Communication from Jay Davini, Public Utilities Coordinator, requesting approval of sidewalk petitions.

**Informational – to be Received and Filed**

- G. Communication from Jay Minkarah, Economic Development Director, relative to a communication from Paul Porter regarding projecting growth needed to prevent increasing fees and/or raising taxes to pay for any mandatory expenditure increases.
- H. Manchester Health Department monthly Report Summary, August 2007.
- I. Minutes of the Mayor's Utility Coordinating Committee meeting held on July 18, 2007.
- J. Minutes of the MTA Commission meeting held on July 10, 2007 and the Financial and Ridership Reports for June 2007.

## **REFERRALS TO COMMITTEES**

### **COMMITTEE ON FINANCE**

**K. Resolution:**

“Amending the FY2006 & FY2008 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Twenty Thousand Dollars (\$20,000) for the FY2006 CIP 310306 MCRC Basement Retrofitting Project.”

## **REPORTS OF COMMITTEES**

### **COMMITTEE ON COMMUNITY IMPROVEMENT**

- L.** Recommending that the Board authorize expenditure of funds in the amount of \$20,000 for the FY2006 CIP 310306 MCRC Basement Retrofitting Project, and for such purpose a resolution and budget authorizations have been submitted.

*(Unanimous vote via poll conducted on August 28 & 29, 2007.)*

### **SPECIAL COMMITTEE ON RIVERFRONT ACTIVITIES AND BASEBALL**

- M.** Advising that it has accepted the proposed renovation to the left field picnic area by the NH Fisher Cats at Merchants Auto.com Stadium as presented, subject to meeting proper permitting conditions.

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

- 4.** Nominations to be presented by Mayor Guinta, if available.

5. Confirmation of the nomination of Bruce Thomas to fill a vacancy as the management representative of the Safety Review Board, term to expire July 7, 2010.  
**A motion is in order to confirm the nomination as presented.**
6. Confirmation of the nomination of John "Jack" Brady to succeed Michael Landry as an alternate member of the Planning Board, term to expire May 1, 2010.  
**A motion is in order to confirm the nomination as presented.**
7. Confirmation of nominations to the Revolving Loan Fund as follows: Stephen Patterson, Esq. to fill a vacancy, term to expire June 1, 2010; and Ovide M. Lamontagne, Esq. to fill a vacancy, term to expire June 1, 2010.  
**A motion is in order to confirm the nominations as presented.**
8. Mayor Guinta advises that a motion is in order to recess the regular meeting to allow the Committee on Finance to meet.
9. Mayor Guinta calls the meeting back to order.

### **OTHER BUSINESS**

10. Report(s) of the Committee on Finance, if available.  
**Ladies and Gentlemen, what is your pleasure?**
11. Report(s) of the Committee on Joint School Buildings, if available.  
**Ladies and Gentlemen, what is your pleasure?**
12. Report(s) of the Committee on Public Safety, Health and Traffic, if available.  
**Ladies and Gentlemen, what is your pleasure?**
13. Report(s) of the Special Committee on Riverfront Activities and Baseball, if available.  
**Ladies and Gentlemen, what is your pleasure?**

14. Communication from Alderman Osborne seeking the Board's approval in ordering a non-binding referendum question to be placed on the November 2007 General Municipal Election ballot to be worded as follows:

“Are you opposed to having a halfway house for federal prisoners located in the City of Manchester?”

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

15. Communication from Michael Ludwell, Superintendent of Schools, advising that due to a School District Finance Committee meeting he and Ms. DeFrancis will not be available to discuss the matter relating to the School District's Health Insurance.

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

16. Communication from Virginia Lamberton, Human Resources Director, relating to the City's health insurance coverage through CIGNA.

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

17. Communication from Leo Bernier, City Clerk, requesting the Board set the polling hours for the Municipal General Election scheduled for Tuesday, November 6, 2007 from 6:00 AM until 7:00 PM.

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

18. Communication from Carol Johnson, Deputy City Clerk, submitting on behalf of Chief Jaskolka, a return of Warrant for Non-Renewal of Dog License pursuant to RSA 466:16.

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

19. Lease between MB3 Realty, LLC and the City of Manchester for space at 165 Kelley Street to be used as a Police substation; same to include payment of \$833.33 per month for a three-year term totaling \$30,000. in payments.

**If the Board so desires, a motion is in order to approve the lease and authorize the Mayor to execute same, subject to the review and approval of the City Solicitor.**

20. Communication from Walter Drewniak requesting the City grant an easement for a driveway crossing property located at 526 Douglas Street.

**If the Board so desires, a motion is in order to grant the easement, subject to the review and approval of the City Solicitor.**

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

“Amending the FY2006 & FY2008 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Twenty Thousand Dollars (\$20,000) for the FY2006 CIP 310306 MCRC Basement Retrofitting Project.”

**If the Board so desires, a motion is in order that the Resolution pass and be Enrolled.**

**TABLED ITEMS**

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

**22. Report of the Committee on Bills on Second Reading recommending that Ordinance:**

“Amending the Zoning Ordinance of the City of Manchester by extending the B-2 (General Business) zoning district to include property currently zoned IND (Industrial) located on the south side of Gold Street east of the former Lawrence Branch of the B&M Railroad and including the following three lots Tax Map 875-14, 875-15, 875-16.”

ought to pass.

*(Aldermen Duval, Lopez, Garrity and Pinard recorded in favor; Alderman Gatsas opposed.)*

*(Tabled 09/05/2006)*

**23. Report of the Committee on Bills on Second Reading recommending that Ordinance:**

“Amending the Zoning Ordinance of the City of Manchester by extending the R-3 (Urban Multi-family) zoning district to include property currently zoned R-1B (Single-family) located on a portion of Tax Map 691 Lot 143-1 that will be on the north side of a proposed Gold Street Bypass and adjacent to Bradley Street and the New St. Augustin’s Cemetery.”

ought to pass.

*(Aldermen Duval, Lopez, Garrity and Pinard recorded in favor; Alderman Gatsas opposed.)*

*(Tabled 09/05/2006)*

24. Report of the Committee on Community Improvement advising that it has requested staff to prepare documents to provide that the City agree to extend the term on the 2<sup>nd</sup> mortgage relating to Lowell Terrace Associates property located at the northwest corner of Lowell and Chestnut Streets to coincide with the expiration of the existing first mortgage in 2013.  
*(Unanimous vote)*  
*(Tabled 05/15/2007. Additional materials provided by Finance enclosed.)*

25. A Majority report of the Committee on Bills on Second Reading recommending that Ordinance:  
“Amending the Zoning Ordinance of the City of Manchester by extending the General Business District (B-2) into an area currently zoned Residential One Family District (R-1B), being a portion of Tax Map 381, Lot 47 with an address of 466 South Willow Street and abutting South Lincoln, South Willow and Parkview Streets. A majority of the property is currently zoned B-2 and the petition would extend the B-2 to include the entire lot.”

be denied at this time.

The Committee notes that the business owner should work with the neighborhood and may return with a petition after addressing issue as noted in a communication from Alderman Garrity enclosed herein.

*(Aldermen Garrity, Pinard and Duval in favor. Aldermen Lopez and Gatsas opposed.)*

*(Tabled 06/05/2007)*

- A Minority report of the Committee on Bills on Second Reading recommending that Ordinance:

“Amending the Zoning Ordinance of the City of Manchester by extending the General Business District (B-2) into an area currently zoned Residential One Family District (R-1B), being a portion of Tax Map 381, Lot 47 with an address of 466 South Willow Street and abutting South Lincoln, South Willow and Parkview Streets. A majority of the property is currently zoned B-2 and the petition would extend the B-2 to include the entire lot.”

ought to pass.

The minority advises that the proposed zoning, in its opinion, is consistent with the highest and best use of the property and that neighborhood concerns can be best addressed through the development process at the Planning Board level, therefore, that such rezoning should be considered subject to the Planning Board approving any plans for development of the property.

*S/Alderman Lopez*

*(Tabled 06/05/2007)*

**(Note: additional communications from Alderman Garrity and petitions enclosed.)**

**26. NEW BUSINESS**

- a) Communications
- b) Aldermen

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

# Board of Aldermen

## Yeas and Nays

Upon Roll - Public Safety  
Roll - Town Request  
August 14, 2007

Aldermen	Yea	Nay	Absent	Pass
Ward 1 - Roy	✓			
Ward 2 - Gatsas				
Ward 3 - Long	✓			
Ward 4 - Duval				
Ward 5 - Osborne	✓			
Ward 6 - Pinard				
At Large - O'Neil	✓			
At Large - Lopez				
Ward 7 - Shea	✓			
Ward 8 - DeVries				
Ward 9 - Garrity				
Ward 10 - Smith				
Ward 11 - Thibault				
Ward 12 - Forest				
<b>TOTAL:</b>				

# Board of Aldermen

## Yeas and Nays

Upon Roll - BMA  
Roll - Town Request  
August 14, 2007

Aldermen	Yea	Nay	Absent	Pass
Ward 1 - Roy	✓			
Ward 2 - Gatsas	✓			
Ward 3 - Long	✓			
Ward 4 - Duval	✓			
Ward 5 - Osborne	✓			
Ward 6 - Pinard	✓			
At Large - O'Neil	✓			
At Large - Lopez	✓			
Ward 7 - Shea	✓			
Ward 8 - DeVries	✓			
Ward 9 - Garrity	✓			
Ward 10 - Smith	<del>✓</del>			
Ward 11 - Thibault	✓			
Ward 12 - Forest	<del>✓</del>			
<b>TOTAL:</b>				

A

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

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

a request from Intown Manchester to allow free parking downtown on  
Wednesday, September 12, 2007 from 5 PM until 8 PM for their Taste of  
Downtown Manchester event

be approved.

(Unanimous vote via poll conducted August 14, 2007.)

Respectfully submitted,



Clerk of Committee

A



August 6, 2007

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

Re: Request for curtailment of parking enforcement during the Taste of Downtown Manchester event to be held on September 12, 2007 from 5 – 8 p.m.

Dear Mr. Bernier,

This is a request for the City to curtail parking enforcement of overtime parking violations during the evening of September 12<sup>th</sup>, beginning at 5 p.m.

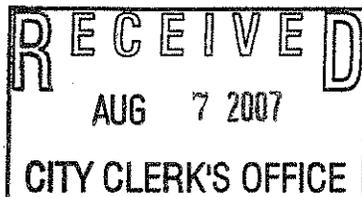
This is the fourth year of this successful event which was designed to showcase our downtown businesses by partnering retailers and restaurants in one grand event. People will walk along Elm, Hanover, Lowell, Chestnut and Stark streets and will be going in and out of businesses. Musicians and artists will be set up at various locations along the route. We plan on selling 1000 tickets.

We would appreciate any kind of flexibility that could be given to this event as we don't want anyone leaving this enjoyable night and returning to a ticket on their car.

I can be reached at 645-6285 if you have any questions, comments or concerns.

Sincerely,

Suzanne Butler  
Director of Marketing  
Intown Manchester  
889 Elm St.  
Manchester, NH 03101  
(Office) 645-6285  
[sbutler@intownmanchester.com](mailto:sbutler@intownmanchester.com)



A

8-27-07

# Board of Aldermen

## Yeas and Nays

Upon Roll BMA @ Request  
of Ald. Gatsas to hold  
Spec. Mtg. Re: Gilbane 20  
on 8-29-07

Aldermen	Yea	Nay	Absent	Pass
Ward 1 - Roy		✓	previous commitment	
Ward 2 - Gatsas	✓			
Ward 3 - Long	✓			
Ward 4 - Duval		✓		
Ward 5 - Osborne		✓	previous commitment	
Ward 6 - Pinard		✓		
At Large - O'Neil		✓		
At Large - Lopez	✓			
Ward 7 - Shea	✓			
Ward 8 - DeVries <small>LMA</small>			unavailable	
Ward 9 - Garrity	✓			
Ward 10 - Smith		✓	previous commitment	
Ward 11 - Thibault		✓		
Ward 12 - Forest		✓		
<b>TOTAL:</b>				

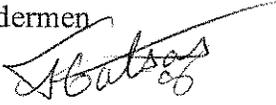
B



# CITY OF MANCHESTER Board of Aldermen



Memo To: Mayor Guinta and  
Board of Aldermen

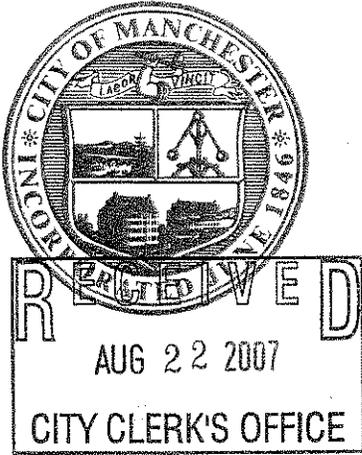
From: Ted Gatsas   
Alderman – Ward 2

Date: August 21, 2007

Re: Special Meeting of BMA

I am requesting that a Special Meeting of the Board of Mayor and Aldermen be scheduled for early next week either by the Mayor or by vote of the Board of Aldermen to discuss the outcome of the Gilbane rumors which appear to be running ramped in the City.

B



**City of Manchester  
Office of the City Solicitor**

One City Hall Plaza  
Manchester, New Hampshire 03101  
(603) 624-6523 Fax (603) 624-6528  
TTY: 1-800-735-2964  
Email: [solicitor@ManchesterNH.gov](mailto:solicitor@ManchesterNH.gov)

Thomas R. Clark  
City Solicitor

Thomas I. Arnold, III  
Deputy City Solicitor

Daniel D. Muller, Jr.  
~~Michael A. Battaglia~~  
Gregory T. Muller  
~~Michael A. Beaucelle~~

August 22, 2007

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

**Re: Gilbane**

Ladies and Gentlemen:

At the request of Mayor Guinta, I am sending this reminder concerning the jurisdiction over the Gilbane lawsuit.

Pursuant to RSA 199:3, once the school board has approved the plans for the construction and/or remodeling of schools, all matters relating to that project are under the jurisdiction of the Joint School Building Committee. That includes the administration of the funds previously appropriated by the Board of Mayor and Aldermen.

Discussion of the particulars of status of the lawsuit are properly before the Joint School Building Committee and that committee is scheduled to meet on August 29, 2007.

If you have any questions, feel free to contact me.

Very truly yours,

Thomas R. Clark  
City Solicitor

TRC/hr

cc: Frank C. Guinta, Mayor  
Gary M. Burt, Esq.

B

# Board of Aldermen

## Yeas and Nays

Upon BWA Poll  
Askew Conf. / Awards  
Aug. 28, 2007

Aldermen	Yea	Nay	Absent	Pass
Ward 1 - Roy		✓		
Ward 2 - Gatsas				
Ward 3 - Long		✓		
Ward 4 - Duval		✓		
Ward 5 - Osborne		✓		
Ward 6 - Pinard		✓		
At Large - O'Neil		✓		
At Large - Lopez		✓		
Ward 7 - Shea		✓		
Ward 8 - DeVries		✓		
Ward 9 - Garrity		✓		
Ward 10 - Smith		✓		
Ward 11 - Thibault		✓		
Ward 12 - Forest	✓			
<b>TOTAL:</b>				

C

**LeBlond-Kang, Paula**

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**From:** Thomas,Sean  
**Sent:** Wednesday, August 29, 2007 8:50 AM  
**To:** LeBlond-Kang, Paula  
**Subject:** RE: Askew Awards

contingency or civic contributions

Sean W. Thomas  
Senior Policy Advisor to the Mayor  
One City Hall Plaza  
Manchester, NH 03101

Phone: (603) 624-6500  
Fax: (603) 624-6576  
Email: [sthomas@ManchesterNH.gov](mailto:sthomas@ManchesterNH.gov)

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**From:** LeBlond-Kang, Paula  
**Sent:** Wednesday, August 29, 2007 7:25 AM  
**To:** Thomas,Sean  
**Subject:** RE: Askew Awards

Thank you for the info...however, the two Aldermen I have talked to have both asked me where is the money coming from? I'd like to have that information to let them and the others know when I call. Thanks for your help.

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**From:** Thomas,Sean  
**Sent:** Tuesday, August 28, 2007 4:38 PM  
**To:** LeBlond-Kang, Paula  
**Subject:** FW: Askew Awards

Sean W. Thomas  
Senior Policy Advisor to the Mayor  
One City Hall Plaza  
Manchester, NH 03101

Phone: (603) 624-6500  
Fax: (603) 624-6576  
Email: [sthomas@ManchesterNH.gov](mailto:sthomas@ManchesterNH.gov)

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**From:** Boldin, Marty  
**Sent:** Tuesday, August 28, 2007 11:39 AM  
**To:** Thomas,Sean  
**Subject:** RE: Askew Awards

September 9,10 & 11

8/29/2007



-m

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**From:** Thomas,Sean  
**Sent:** Tue 8/28/2007 10:20 AM  
**To:** Boldin, Marty  
**Subject:** RE: Askew Awards

Marty: when?

Sean W. Thomas  
Senior Policy Advisor to the Mayor  
One City Hall Plaza  
Manchester, NH 03101

Phone: (603) 624-6500  
Fax: (603) 624-6576  
Email: [sthomas@ManchesterNH.gov](mailto:sthomas@ManchesterNH.gov)

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**From:** Boldin, Marty  
**Sent:** Tuesday, August 28, 2007 9:48 AM  
**To:** Thomas,Sean  
**Cc:** Guinta, Frank  
**Subject:** RE: Askew Awards

The conference is in Madison, Wisconsin... I am not sure where the money is coming from?

-marty

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**From:** Thomas,Sean  
**Sent:** Tue 8/28/2007 8:21 AM  
**To:** Boldin, Marty  
**Subject:** FW: Askew Awards

see below

Sean W. Thomas  
Senior Policy Advisor to the Mayor  
One City Hall Plaza  
Manchester, NH 03101

Phone: (603) 624-6500  
Fax: (603) 624-6576  
Email: [sthomas@ManchesterNH.gov](mailto:sthomas@ManchesterNH.gov)

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**From:** LeBlond-Kang, Paula  
**Sent:** Tuesday, August 28, 2007 6:31 AM  
**To:** Guinta, Frank; Johnson, Carol  
**Cc:** Thomas,Sean  
**Subject:** RE: Askew Awards

8/29/2007



One question...when will the conference be held and where will be money come from should someone ask?

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**From:** Guinta, Frank  
**Sent:** Monday, August 27, 2007 4:16 PM  
**To:** Johnson, Carol; LeBlond-Kang, Paula  
**Cc:** Thomas,Sean  
**Subject:** FW: Askew Awards  
**Importance:** High

This is the info from Marty re: phone poll. Thanks, Frank

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**From:** Boldin, Marty  
**Sent:** Monday, August 27, 2007 4:03 PM  
**To:** Thomas,Sean; Guinta, Frank  
**Subject:** RE: Askew Awards  
**Importance:** High

**About the Trip:**

OYS and Parks, Rec and Cemetery have been asked to be present at a conference where the City will receive its first Askew Award (below). This national award is granted to recipients who have demonstrated excellence in the field of Public Service Management and Program Innovation. The specific project which one this award is called the DRIVE Initiative which collaborates the work of OYS, Parks, Rec and Cemetery, City Year NH and St's Anselm College to produce public works while reducing juvenile delinquency. The cost of the trip for transportation, conference and accommodations is \$1500.

**About the Askew Award:**

The Academy created its Management Practices Committee to provide a mechanism for the recognition of management practices that represent the philosophy of the Academy. It was decided to focus on projects being completed as part of the various CPM programs. The Award winning projects should demonstrate the following criteria:

- Be innovative in its approach
- Demonstrate an improvement in quality within the work unit as a result of the project
- Show cost savings if the result of the implementation of the project
- Be an outstanding demonstration of CPM principles
- For recognition of other significant contributions

On May 18, 1996, members of the House of Delegates voted to name the awards of the Management Practices Committee for George Askew. George was a leader in the CPM Program at the state and national level, serving as President-Elect of the Academy in 1991-92, and President in 1992-93. He is also considered as the "first CPM", being the first name called in first-ever CPM graduation ceremony in Georgia in 1983.

**Purpose:**

These awards are given to acknowledge the efforts of those who have demonstrated exemplary work in the completion of their CPM projects, which are a vital component of each participant's training. As stated on the medallion, these are given "For the utilization of management practices exemplifying the philosophy of the American Academy of Certified Public Managers in the completion of an exceptional curriculum project".

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**From:** Thomas,Sean  
**Sent:** Mon 8/27/2007 2:52 PM  
**To:** Boldin, Marty  
**Subject:** RE: Askew Awards

8/29/2007



Marty: send me a brief and succinct description of the trip and award...we are going to execute a phone poll of the Board of Aldermen. No more than a short paragraph.

Sean W. Thomas  
Senior Policy Advisor to the Mayor  
One City Hall Plaza  
Manchester, NH 03101

Phone: (603) 624-6500  
Fax: (603) 624-6576  
Email: [sthomas@ManchesterNH.gov](mailto:sthomas@ManchesterNH.gov)

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**From:** Boldin, Marty  
**Sent:** Monday, August 27, 2007 1:11 PM  
**To:** Guinta, Frank; Thomas, Sean  
**Subject:** Askew Awards  
**Importance:** High

Dear Mayor,

I hope this email finds you well. Do you have any news on financing the trip Madison to receive the award?

-Marty

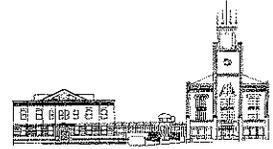
8/29/2007





# 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

Memo To: Board of Mayor and Aldermen

From: Carol A. Johnson  
Deputy City Clerk

Date: August 23, 2007

Re: Minutes of Meetings

Enclosed are minutes of meetings for your consideration as follows:

April 9, 2007  
April 10, 2007  
April 16, 2007 (two meetings)  
April 17, 2007 (two meetings)  
May 1, 2007 (two meetings)  
May 15, 2007 (two meetings)  
June 4, 2007 (two meetings)  
June 5, 2007 (public participation)

They will appear on the September 4, 2007 agenda of the Board for acceptance.

D

CITY OF MANCHESTER, NH  
**PETITION FOR POLE LOCATION LICENSE**

POLE LOCATION  
FORM NO. 1

July 27, 2007

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

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

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

**Re-license one (1) pole, 34/1 located on Lake Avenue in the City of Manchester.**

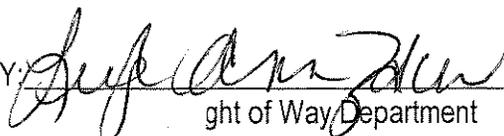
Wherefore we pray, that we be granted a license to install and maintain underground conduits, cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon together with sustaining, strengthening and protecting fixtures as may be necessary, said underground conduits, poles and structures to be installed approximately in accordance with the plan filed herewith marked "POLE LOCATION PLAN, PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND".

Plan No. 11-1167  
Dated: 7/27/2007

**PUBLIC SERVICE OF NEW HAMPSHIRE**

BY:   
Licensing Specialist

**VERIZON NEW ENGLAND, INC.**

BY:   
Right of Way Department

E



**City of Manchester  
Department of Highways**

227 Maple Street  
Manchester, New Hampshire 03103-5596  
(603) 624-6444 Fax # (603) 624-6487

**Commission**  
Edward J. Beleski  
- Chairman  
Joan Flurey  
William F. Houghton Jr.  
Robert R. Rivard  
William A. Varkas

Frank C. Thomas, P.E.  
Public Works Director

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

- MEMORANDUM -

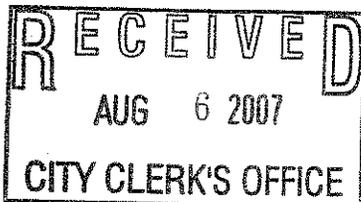
TO: Paula LeBlond – Kang  
2<sup>nd</sup> Deputy City Clerk

FROM: Jay W. Davini   
Public Utilities Coordinator

DATE: August 6, 2007

RE: Sidewalk Petitions – 50/50 Program FY2008

Please submit all the Sidewalk Improvement Petitions you are currently holding to the Board of Mayor and Aldermen for approval.



F



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

I/we, IRENE L ST PIERRE, the  
Name(s)

owner(s) of the real estate abutting upon 151 SEAMS DR CITY  
Street Address

Manchester, NH 0310

Description (including footage): 105 FT FRONT

RECEIVED  
MANCHESTER CITY OFFICE  
07 JUL -5 PM 1:48

desire that:

- A sidewalk be constructed along said frontage
- A sidewalk be reconstructed along said frontage
- Curbing be installed along said frontage
- Curbing be reset along said frontage

hereby agreeing that if said improvement is made, I/we will pay one-half (1/2) the cost of same. I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed: Irene L St Pierre  
Owner

151 SEAMES DR  
Mailing Address 03103

Phone #: 603-623-7813 Date: 7/5/06

F



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:  
MANCHESTER, N.H.

'07 JUL 10 PM 2:32

I/we, Scott M. Hillman, the  
Name(s)

owner(s) of the real estate abutting upon 31 McPhail St  
Street Address

Manchester, NH 03104

Description (including footage): Requesting installation of curbing along the street for property identified above. There are three measurements due to the front sidewalk and driveway. These measurements are 20' 3/4", 13' 5", and 24".

desire that:

- A sidewalk be constructed along said frontage
- A sidewalk be reconstructed along said frontage
- Curbing be installed along said frontage
- Curbing be reset along said frontage

hereby agreeing that if said improvement is made, I/we will pay one-half (1/2) the cost of same. I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed: [Signature]  
Owner

31 McPhail St, Manchester NH 03104  
Mailing Address

Phone #: 603-624-8744 Date: 7-7-07

F



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

I/we, ALFRED GUSTAFSON, the  
Name(s)

owner(s) of the real estate abutting upon 139 MISSION AVE  
Street Address

Manchester, NH 0310

Description (including footage): \_\_\_\_\_

HOUSE LOT WITH HOUSE 100' x 100'

desire that:

- A sidewalk be constructed along said frontage
- A sidewalk be reconstructed along said frontage
- Curbing be installed along said frontage
- Curbing be reset along said frontage

RECEIVED  
MANCHESTER, NH 0310  
07 JUL 18 09:03

hereby agreeing that if said improvement is made, I/we will pay one-half (1/2) the cost of same. I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed:

Alfred Gustafson

Owner

Owner

Mailing Address

Phone #:

669 4297

Date:

7-18-07

F



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED  
MANCHESTER, NH 03102

I/we, Judith James Adams, the  
Name(s)

07 JUL 18 P1:19

owner(s) of the real estate abutting upon 325 Boynton St.  
Street Address

Manchester, NH 03102

Description (including footage): 100' x 105' lot on corner of  
Boynton and Sherman Streets. Requesting that  
granite curbing be installed on Sherman St. side  
of property

desire that:

- A sidewalk be constructed along said frontage
- A sidewalk be reconstructed along said frontage
- Curbing be installed along said frontage of Sherman St.
- Curbing be reset along said frontage

hereby agreeing that if said improvement is made, I/we will pay one-half (1/2) the cost of same. I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed: Judith Adams  
Owner

James B Adams  
Owner

325 Boynton St. Manchester NH 03102  
Mailing Address

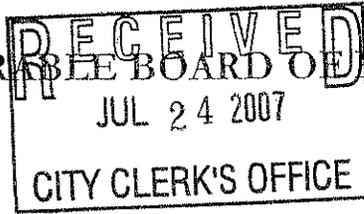
Phone #: 603 668-0962

Date: July 16, 2007

F



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:



I/we, Marcia A. Murphy, the  
Name(s)

owner(s) of the real estate abutting upon 40 D Street  
Street Address

50/50 Program  
Manchester, NH 03102

Description (including footage): Need to install curbing in the front of my property to enhance the appearance of the lot and prevent run off to destroy lawn and yard. I am requesting an estimate for the purchase of the curbing.  
Thank you.

desire that:

- A sidewalk be constructed along said frontage
- A sidewalk be reconstructed along said frontage
- Curbing be installed along said frontage
- Curbing be reset along said frontage

hereby agreeing that if said improvement is made, I/we will pay one-half (1/2) the cost of same. I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed: Marcia A. Murphy  
Owner

40 D Street, Manchester, N.H. 03102  
Mailing Address

Phone #: 603 669-9111  
603 623-8700

Date: July 20, 2007

F



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

I/we, FRED MEHRMANN, the  
Name(s)

owner(s) of the real estate abutting upon 15 DANFORTH CIRCLE  
Street Address

Manchester, NH 03104

Description (including footage): \_\_\_\_\_

- GRANITE CURBING, APPROXIMATELY 300 FT  
- REPLACE DETERIORATING CEMENT CURBING

(THERE IS A WATER SHED SUPPLY EASEMENT. WILL THE  
CITY PAY FOR THIS PORTION?)  
desire that:

- A sidewalk be constructed along said frontage
- A sidewalk be reconstructed along said frontage
- Curbing be installed along said frontage GRANITE CURBING
- Curbing be reset along said frontage

RECEIVED  
MANCHESTER, NH  
JUL 30 4:34

hereby agreeing that if said improvement is made, I/we will pay one-half (1/2) the cost of same. I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed: Fredrick W. Mehrmann  
Owner

15 DANFORTH CIRCLE Owner  
MANCHESTER NH 03104  
Mailing Address

Phone #: 603 - 493 - 4050 Date: July 30, '07

F



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

I/we, ROBERT L. CHASE REV. TRUST OF 1999 the  
Name(s)

owner(s) of the real estate abutting upon 117-119 WALNUT ST  
Street Address

Manchester, NH 03104

Description (including footage): APPROX 150 FEET FROM  
CORNER OF PEARL AND WALNUT, SOUTH TOWARDS  
BRIDGE ST.

desire that:

- A sidewalk be constructed along said frontage
- A sidewalk be reconstructed along said frontage
- Curbing be installed along said frontage
- Curbing be reset along said frontage

07 AUG -6 PM 3:05

MANCHESTER PERMIT YEAR 2005

hereby agreeing that if said improvement is made, I/we will pay one-half (1/2) the cost of same. I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed:

Robert L. Chase, Trustee

Owner

Owner

268 NORTH GATE RD MANCHESTER NH 03104

Mailing Address

Phone #:

603-7020

Date:

8/6/09

F



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED  
AUG 7 2007  
CITY CLERK'S OFFICE

I/we, HASCO REALTY, the  
Name(s)

owner(s) of the real estate abutting upon 40 RONALD ST.  
Street Address

Manchester, NH 03104

Description (including footage): 150' Curb with 2 x 22 Foot  
Curb Cuts

desire that:

- A sidewalk be constructed along said frontage
- A sidewalk be reconstructed along said frontage
- Curbing be installed along said frontage
- Curbing be reset along said frontage

hereby agreeing that if said improvement is made, I/we will pay one-half (1/2) the cost of same. I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed: LEONARD Hebert DTR  
Owner

\_\_\_\_\_  
Owner

15 OLD FARM RD BEDFORD NH 03110  
Mailing Address

Phone #: 603-231-7377

Date: 08-06-07

F



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED  
AUG 13 2007  
CITY CLERK'S OFFICE

I/we, JANET E. RZASA, Trustee of Janet E. Rzasa Revocable Trust, the  
*Name(s)*

owner(s) of the real estate abutting upon 53 South Belmont Street  
*Street Address*

Manchester, NH 0310

Description (including footage): approximately 43 feet

desire that:

- A sidewalk be constructed along said frontage
- A sidewalk be reconstructed along said frontage
- Curbing be installed along said frontage
- Curbing be reset along said frontage

hereby agreeing that if said improvement is made, I/we will pay one-half (1/2) the cost of same. I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed: Janet E. Rzasa, Trustee  
*Owner*

53. S. Belmont St. Manchester NH 03103  
*Owner*  
*Mailing Address*

Phone #: (603) 606-1053

Date: 8/8/07

F



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED  
MANCHESTER, N.H. 03103

I/we, Muriel & Leo Fanteus '07 AUG 23 AM 11:23, the  
Name(s)

owner(s) of the real estate abutting upon 175 Vinton St  
Street Address

Manchester, NH 03103

Description (including footage): 90 ft on Vinton St and  
80 ft on South Wilson St

desire that:

- A sidewalk be constructed along said frontage
- A sidewalk be reconstructed along said frontage
- Curbing be installed along said frontage
- Curbing be reset along said frontage

hereby agreeing that if said improvement is made, I/we will pay one-half (1/2) the cost of same. I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed: Muriel Fanteus pfs  
Owner

Leo Fanteus pfs  
Owner

225 S. Wilson St Manchester  
Mailing Address

Phone #: 622-6060

Date: 8-23-07

F



TO THE HONORABLE BOARD OF MAYOR  
ALDERMEN:

RECEIVED  
AUG 23 2007  
CITY CLERK'S OFFICE

I/we, Edward Murphy, the  
Name(s)

owner(s) of the real estate abutting upon 40 D St.  
Street Address

Manchester, NH 03102  
City

Description (including footage): Lot which abutts my daughters property. She uses my lot as her yard. Would like curbing to make the site more appealing & to prevent run off of soil w/ the water. There are no drains or screens on our street & it floods each rain storm.  
desire that:

- A sidewalk be constructed along said frontage
- A sidewalk be reconstructed along said frontage
- Curbing be installed along said frontage
- Curbing be reset along said frontage

hereby agreeing that if said improvement is made, I/we will pay one-half (1/2) the cost of same. I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed: Edward C. Murphy  
Owner

18 Beaver Brook Road, Bedford, N.H. 03110  
Mailing Address  
(603)

Phone #: 472-5704

Date: 8/22/07

F



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED  
MANCHESTER, NH  
'07 AUG 28 P3:29

I/we, Gloria Williams, the  
*Name(s)*

owner(s) of the real estate abutting upon 51 Hosley St  
*Street Address*

Manchester, NH 03103

Description (including footage): 35 ft.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

desire that:

- A sidewalk be constructed along said frontage
- A sidewalk be reconstructed along said frontage
- Curbing be installed along said frontage
- Curbing be reset along said frontage

hereby agreeing that if said improvement is made, I/we will pay one-half (1/2) the cost of same. I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed: Gloria Williams  
*Owner*

\_\_\_\_\_  
*Owner*  
51 Hosley St. Manchester, NH  
*Mailing Address*

Phone #: (603) 647-0329

Date: 8/28/07

F



TO THE HONORABLE BOARD OF MAYOR  
ALDERMEN:

RECEIVED  
AUG 29 2007  
CITY CLERK'S OFFICE

I/we, RICHARD SOARES, the  
Name(s)

owner(s) of the real estate abutting upon \_\_\_\_\_  
Street Address

Manchester, NH 0310

Description (including footage): As per attached letter

desire that:

- A sidewalk be constructed along said frontage
- A sidewalk be reconstructed along said frontage
- Curbing be installed along said frontage
- Curbing be reset along said frontage

hereby agreeing that if said improvement is made, I/we will pay one-half (1/2) the cost of same. I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed:

Richard J. Soares  
Owner

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Mailing Address

Phone #: 603-391-1931

Date: 8/28/07

F



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED  
AUG 29 2007  
CITY CLERK'S OFFICE

I/we, SUZANNE J. BIENVENUE  
Name(s)

owner(s) of the real estate abutting upon 90 Reed ST.  
Street Address

Manchester, NH 03102

Description (including footage): current sidewalk is grass measuring 9'x50'. Curbing is in place already.

desire that:

- A sidewalk be constructed along said frontage
- A sidewalk be reconstructed along said frontage
- Curbing be installed along said frontage
- Curbing be reset along said frontage

hereby agreeing that if said improvement is made, I/we will pay one-half (1/2) the cost of same. I/we the undersigned request your Honorable Board to grant this petition and to direct the Public Works Director to prepare and execute the necessary agreement between said petitioner(s) and the City of Manchester and forthwith to carry out the work as specified above.

Signed: Suzanne J. Bienvenue  
Owner

90 Reed ST Manchester NH 03102  
Mailing Address

Phone #: 603-232-2164 (H)

Date: 8-27-07

603-750-1491 (w) F



# CITY OF MANCHESTER

## Economic Development Office



### AD HOC STAFF COMMITTEE ON TAX BASE DEVELOPMENT REPORT AUGUST 27, 2007

Chief Assessor David Cornell, Planning and Community Development Director Robert MacKenzie, Building Commissioner Leon LaFreniere and Economic Development Director Jay Minkarah met as an ad hoc committee to share information and discuss and analyze ways in which the City can build its tax base to sustain current levels of expenditure for necessary municipal facilities and services as requested by the Board of Mayor & Aldermen at its meeting of July 10, 2007. Also included were Finance Director William Sanders and Assistant Planning & Community Development Director Pamela Goucher. This report summarizes the group's initial observations, findings and conclusions.

#### Background

Total assessed valuation for the City of Manchester for 2006 (i.e. the City's tax base) was \$9,589,899,446, an increase of almost \$6 billion over the \$3,624,331,550 assessment for 1996. Changes in the valuation of the City are caused by two major factors: new development (including redevelopment) and the increase or decrease in market value of existing properties. These complex market forces affect the rate of taxation and each taxpayer's individual tax burden on an annual basis.

Existing taxable values in the City are also affected by regional and national market trends. These forces have had extraordinary (negative and positive) impacts on the tax base in the past. While the City cannot control these forces, it can take steps to minimize the impact on properties, and improve its standing among competitive municipalities.

To be certain, increases in the tax base do provide the ability to generate additional tax revenue without increases in the tax rate. At the current tax rate of \$16.85, each additional \$1,000,000 in value generates an additional \$16,850 in tax revenue. New development alone, however, cannot be relied upon to cover all future increases in expenditures.

The City of Manchester has recognized the potential for redevelopment, and has taken strong actions to improve its downtown, Millyard and other areas. Noteworthy examples include the redevelopment of vacant buildings on Elm Street, the development of the Verizon Center as a sports and performing arts venue and the construction of Merchantsauto.com Stadium. However, many other competing communities in the region have also embarked on significant redevelopment initiatives. Cities such as Nashua, Concord, Portsmouth, Lowell, Lawrence, Brockton, Haverhill, and Worcester have similar industrial heritages and are affected by many of the same factors as Manchester. These cities have taken steps to improve their competitive stance, and to remain competitive, Manchester must continue to invest in its future and actively pursue development strategies consistent with overall community goals.

A healthy community requires a well balanced mix of land uses to meet the diverse housing, employment, recreational and social needs of its citizens and to provide opportunities for necessary support facilities and services. Maintaining a diverse land use base is also essential for

a healthy tax base. The goal of this Committee is to identify areas where improvements can be made to encourage appropriate new development, to identify any unreasonable roadblocks to desired development and to recommend strategies for enhancing the existing property base.

### Commercial/Industrial Development

1. Jac Pac Site: The Jac Pac site is the most significant opportunity for the development of substantial new Class A office space in the near term, and should remain a top priority for the City. Development of the Jac Pac site is anticipated to generate between 100,000 and 250,000 square feet of Class A office space, 7,500 square feet of retail space and a 24 unit residential building. When completed, total tax value is estimated at between \$25 and \$50 million depending the amount and type of space developed. The site is currently under agreement to Anagnost Investments. A closing in the second quarter of 2008 is anticipated with construction expected to commence soon after.
2. Northwest Industrial Park at Hackett Hill: Planning for the development of the Northwest Business Park, a 460 acre City-owned development site in the northwest area of Manchester has been in process for close to a decade. Originally planned for development of a campus for UNH Manchester, the site already contains a fairly extensive network of roads, utilities and parking lots. At the present time, only one site, an 11 acre parcel that includes the former French Hall, has been sold and occupied. The property is currently managed by the Manchester Housing & Redevelopment Authority (MHRA) who is planning to develop the site as a business park on behalf of the City.

In March of 2007, the Planning Board granted conditional approval of a subdivision plan for Phase One that would create twelve building lots ranging in size from approximately four to twenty-six acres capable of supporting approximately 600,000 square feet of office, research & development and light industrial space with an estimated potential value of about \$120,000,000. Construction of road and utility improvements is estimated to cost approximately \$3.5 million. If necessary state and local permits and approvals can be obtained, it is expected that marketing of lots to end users could begin in the fourth quarter of 2007 with construction potentially beginning in the second or third quarter of 2008.

Phase II of the business park, which has not yet been platted into lots, could support approximately 400,000 square feet of additional building area with some limited opportunities remaining for possible development in the future. Development of Phase II, however, will depend on significant access improvements such as the development of a full interchange at Exit 7. On the balance of the property, the proposed Job Corps site is planned for an approximately 20 acre parcel on the western side of the site.

The Northwest Business Park at Hackett Hill represents the last remaining area for the development of new campus style office, R&D and light industrial space in the City and one of the most significant remaining opportunities to expand the tax base in the region. Currently, a build-out period of up to twelve years is anticipated. Completion of the planning and approval processes for the park, completion of necessary infrastructure improvements and marketing of available lots should be pursued aggressively, and if at all possible, the timetable for completion should be accelerated.

3. Downtown & Millyard Redevelopment: development of Manchester's downtown and Millyard in recent years has been very successful and significant opportunities for expansion of City's tax base through rehabilitation of underutilized buildings in the Millyard and rehabilitation or redevelopment of existing properties downtown still remain. It is noteworthy that commercial property values in the downtown and Millyard during the last reevaluation increased by a rate much faster than other commercial property. This is an indication that the investments the City has made in downtown has produced positive results and should be continued. For redevelopment to be sustained, however, it is essential that additional parking opportunities be created through enhanced management and the addition of structured parking facilities.

#### Residential Development

Residential properties currently comprise 62% of the tax base. To strengthen the City's overall tax base, therefore, it is essential that the value of existing residential properties be enhanced and new high value housing be developed.

1. New Development Opportunities: One of the most significant examples of recent high value residential development is the Manchester Place development at Bridge and Elm. Though still under construction, the completed units at Riverwalk Place range in value from \$311,500 to \$469,600 and demonstrate very high per square foot values. Currently approved for 45 townhouse and 144 garden style condominium units, a three-year build out period is anticipated depending on market demand. Continued development of new high value residential units in the downtown area should be encouraged both through implementation of appropriate land use regulation and development review processes as well as through continued investment in the types of infrastructure improvements and amenities that make downtown an attractive urban environment such as upgraded sidewalks, lighting, landscaping and recreational trails. It is also important to maintain a diverse array of cultural offerings, entertainment, and a variety of restaurants and shops in the downtown core.

Outside of the downtown area, the Villages at Woodland Pond represent another type of residential development that is also expected to positively impact the tax base. Starting prices for its 486 units of single-family homes, garden style units and townhouses spread over about 100 acres in the northwest corner of the City range from the low \$200,000s to the mid \$300,000s and up. A three to five year build-out period is anticipated. Elsewhere in the City, another opportunity for the development of higher value, lower density residential development exists at Wellington Hill.

2. Neighborhood Revitalization: Enhancing the value of the City's existing neighborhoods is a critical component of a comprehensive strategy to build the City's tax base. Though it is important to provide necessary facilities and services to all neighborhoods, a continued program of strategic investment in key areas of the City, such as the on-going Rimmon Heights initiative, should be encouraged. The Rimmon Heights initiative combines federal grant funds and city dollars with low-interest loans made available through partnership with St. Mary's Bank and Amoskeag Industries for infrastructure improvements, façade improvements and local business loans. These investments have leveraged additional private investment to bring about visible changes to the

neighborhood that are expected to have a ripple effect throughout the area. Similar initiatives should be encouraged in other City neighborhoods such as Granite Square and the Hollow.

Along with improvement programs such as those described above, it is also important to address public safety concerns, step-up code enforcement to ensure that properties are maintained to adequate standards, and to address nuisance issues such as graffiti, speeding and excessive noise as a part of any neighborhood improvement initiative.

#### Other Development Opportunities

In addition to the opportunities outlined above for specific commercial and residential developments are important initiatives that have the potential to increase existing property values while also attracting new development or redevelopment that adds value. Some such opportunities are outlined below:

1. Elm Street South: This project would involve the construction of Elm Street from Granite to Valley Street to include sidewalk improvements, lighting and underground utilities consistent with downtown north of Granite Street along with the development of angled parking and the installation of "pay & displays." Total cost is estimated at \$2,510,000 including \$350,000 in design and construction administration. These improvements are expected to stimulate redevelopment of the south Elm Street area, a gateway to the City's downtown and a prime redevelopment corridor.
2. UNH Manchester Expansion: The University of New Hampshire's campus in the City's historic Millyard has been growing rapidly in recent years due to growth of the nontraditional student population and its accessibility to the population of New Hampshire's largest city and most populous county. Program demand and changing economic forces have also generated a need for expanded research and development facilities including the need for laboratories to support science and engineering programs. The important links between higher education and economic development have been demonstrated repeatedly across the nation and expansion of the UNH campus in Manchester is one of the key recommendations of the recent Anjelou economic development plan for the City. The recent announcement of a \$400,000 grant through the efforts of Senator Sununu has reignited interest in pursuing the expansion and a planning committee has just been formed. The City should also encourage the continued growth and development of its other institutions of higher learning as well as the planned Job Corps center. Maintaining and growing the educational base and skill levels of our employment pool is one of the most critical elements of economic development strategic planning.
3. Commuter Rail – The extension of commuter (or passenger rail) from Boston to Manchester via Lowell and Nashua is expected to significantly enhance the City's tax base by raising property values in the vicinity of the two proposed station sites (Airport and downtown) while attracting an unprecedented range of diverse land uses in and around the station locations including office, retail and residential development. Commuter/passenger rail will also allow Manchester to better compete with similarly sized cities around the greater Boston Metropolitan area. The City should continue to

work with state and regional officials, regional planning, the Chamber and other interested parties to return commuter/passenger rail to Manchester.

4. Performing Arts/Convention Center Feasibility Study: The City should continue to explore the feasibility of expanded convention center facilities capable of accommodating larger trade shows and conferences. The potential for an additional performance venue with a capacity somewhere between the Palace and the Verizon should also be pursued. The spill over effect of such facilities can be significant, particularly for hospitality, entertainment and transportation related industries. Such facilities also tend to enhance the City's quality of life which increases its desirability to prospective businesses and residents. Both potential facility improvements were recommended in the recent Hillier and Anjelou studies, and requests for proposals to study the feasibility of both have been prepared and are expected to be completed in mid 2008. The studies will be guided by a steering committee comprised of representatives from the Chamber of Commerce, and various civic and business leaders.

#### Long Range Improvements

Ultimately, the long term growth of the tax base of the City depends upon the overall attractiveness of Manchester for business growth and job development, healthy neighborhoods that attract residents to a variety of housing opportunities, good security, reasonable taxes, strong educational opportunities (both public schools and higher education), an array of shopping, dining and entertainment venues and aesthetically pleasing public spaces such as streets, sidewalks, parks and facilities. In other words, a good place to live, work, play and shop in comparison to other cities and towns that are competing against Manchester.

Accomplishing this takes a long term view and investment strategy in areas that will benefit the City the most. Both the Angelou report – focusing on making Manchester competitive in the global marketplace – and the Hillier report – making recommendations to continue the resurgence of the downtown, have strategies that can form a basis for a business and investment strategy.

City staff is also working with the Planning Board to create an updated Master Plan for the City. Many of the recommendations of this report will, among other things, provide a basis for increasing the overall value of the City and the tax base.

Currently four of the sections of the Master Plan are done in draft form out of a number of topics including:

- Housing Opportunities: Strategies to promote a variety of housing opportunities in various parts of the City;
- Arts & Culture: Capitalizing on the strengths of the arts and culture in the City to make it more attractive;
- Economic Vitality: Insuring that the City invests in business and jobs that will prosper in a changing global economy;
- Historic Manchester: Preserving our City's unique historic assets and using them as an amenity to promote tourism and business growth;
- Gateways and Corridors: Making an attractive first impression;

- Streetscapes: Developing strategies for creating high quality streets, sidewalks and street trees;
- Walkability: Building a City that can be easily walked.
- Traffic Management: Investing in highway projects to maximize efficient traffic flows while minimizing the impact of traffic on neighborhoods;
- Alternative Transportation: Improving other ways to get around the City from buses to commuter rail;
- Trails: Strategies to create an interconnected trail system;
- Recreational Opportunities: Strategies to improve the parks based upon the Parks Plan;
- Greening Manchester: Increasing the use of trees and protecting green space;
- Sustainable City: Preparing the City to be more sustainable in the face of global climate change and rising fossil fuel prices;
- Public Buildings and Infrastructure: Identifying the need for new public facilities and recognizing the need to maintain existing facilities;
- Neighborhoods: Strategies to revitalize our City's neighborhoods;
- Downtown: Next steps in improvements to the Downtown based upon the Hillier Report;
- Land Use Plan: An overall land use plan for the City.

The ad hoc committee plan to continue to meet on a regular basis to analyze, prioritize and discuss ways in which the City can continue to foster an atmosphere that encourages future development, and protects the value of existing properties to support the necessary municipal facilities and services. The committee will report back to the Board of Mayor and Aldermen periodically with additional findings and recommendations.

G

Now that the budget for fiscal 2008 is about to take effect it is easy to see that the revaluation completed in 2006 did a great injustice to the City of Manchester. While the Mayor and Aldermen scratch to save pennies in order to fund the departments adequately, we must realize that the break given a large portion of the Commercial/Industrial property by the revaluation company is the underlying reason that the elected officials are looking to cut every possible item they control.

Let us take a look at some statistics. The total tax reduction of the non-residential properties whose taxes went down is nearly \$7,000,000. This is the equivalent of approximately 415 million in assessed value. The Assessors have estimated that approximately 35 million will be added to the tax base this year of which approximately half or 17.5 million will be in the commercial/industrial category of property. This means that at that rate of growth it will take 20 – 25 years to get back to the level we had prior to the revaluation. Had the tax break been half of what they actually received they still would have gotten \$3.5 million and the city would have had the same amount to apply towards the tax rate, hire new police officers and firefighters, pave more roads etc... and keep in mind this is each year for the five years until the next revaluation. Over that period the city would have had \$17.5 Million and not have to scratch for monies to fund needed economic development and other critical needs for the city. . .

As a member of the Board of Assessors during the revaluation in 2001 the Verizon Center was ready to open. At that time everyone was told that the downtown properties would skyrocket upwards and we would get untold millions in revenue from the increased value after the next revaluation. Well, let's take a look at the results.

The tax revenue from the Central Business District (CBD) increased \$66,240; a far cry from what the promoters of the Verizon Center promised. The Center is a terrific venue for the many events held there and I support it as a plus for Manchester. It simply has not lived up to it's billing as the savior of the tax base in the downtown area. In tax year 2005 the CBD was 7.36% of the tax base and after the revaluation it is now 6.94% of the tax base. We are going in the wrong direction.

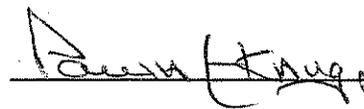
As a city we must direct an all-out effort to bolster our commercial/industrial tax base along with a healthy growth in the residential category. As a starter I would recommend that an informal committee be organized composed of a member from each of the following departments: Assessors, Building, Planning and Economic Development. They could meet periodically and the purpose would be to project the growth needed to prevent increasing fees and/or raising taxes to pay for any mandatory expenditure increases. After all, the Mayor and Aldermen do not control items such as postage, electricity, service agreements to name a few. This committee would report occasionally to the Board of Mayor and Aldermen to apprise the elected officials of the status of economic growth in the city. We face some difficult challenges ahead but Manchester still has a great potential to continue to be a great city.

Respectfully Submitted,

Paul Porter – Former member of the Board of Assessors and former Alderman – ward 6

July 10, 2007. In Board of Mayor and Aldermen.

On motion of Alderman Lopez, duly seconded by Alderman Roy, it was voted to refer to the Economic Development Director requesting a report back in 60 days.



Dawn Huggins City Clerk



# MANCHESTER HEALTH DEPARTMENT MONTHLY REPORT SUMMARY, AUGUST 2007

## MANCHESTER SUSTAINABLE ACCESS PROJECT

**PROGRAM**

**LISTING:**

*Arbovirus  
Surveillance &  
Control*

*Chronic Disease  
Prevention*

*Communicable  
Disease Control*

*Community  
Epidemiology*

*Dental Health*

*Environmental  
Planning and  
Pollution Control*

*Food Protection*

*HIV Prevention*

*Homeless  
Healthcare Project*

*Immunizations*

*Institutional  
Inspections*

*Lead Poisoning  
Prevention*

*Public Health  
Investigations*

*Public Health  
Preparedness*

*Refugee Health*

*School Health*

*Sexually  
Transmitted  
Disease Control*

*Tuberculosis  
Control*

*Water Quality*

*Youth Health  
Promotion*

**Summary of Program**

There is a need for the development of an economically sustainable system of comprehensive, coordinated primary care for Manchester's most vulnerable populations. The primary care delivery systems throughout the community are stressed; in large part from serving a growing population of persons who live in poverty, are uninsured, underinsured, or on Medicaid. Both Manchester residents and providers face increasing economic barriers for getting or providing appropriate health care services. Since no near-term relief from federal or state government sources is expected, the community has taken a proactive approach to health system reform and has established a community collaborative, the Manchester Sustainable Access Project (MSAP). MSAP will begin a planning process to evaluate and improve its current health delivery infrastructure. The City of Manchester Department of Health is working in partnership with the following key community organizations and state leaders:

**MSAP Community Coalition Member Organizations**

Local Members	State Level Members
City of Manchester	Anthem Blue Cross and Blue Shield
Catholic Medical Center	Bi-State Primary Care Association
Dartmouth-Hitchcock Manchester	Business and Industry Association
Child Health Services/Teen Health Center	NH Minority Health Coalition
Elliot Health Systems	NH Health Access Network
City of Manchester Department of Health	NH Department of Health and Human Services
Manchester Community Health Center	Easter Seals New Hampshire
The Mental Health Center of Greater Manchester	
Health Care for the Homeless Project	

**Summary of Activities**

MSAP aims to decrease economic barriers and expand access to primary care services in Manchester. Over the course of the next three years, MSAP will establish a community-based integrated health care network that will provide coordinated primary care services to the local population, with a specific focus on serving Manchester's most vulnerable. These services will include proactive, comprehensive, evidence-based, and cost effective mental health, primary care, and dental services. The goals of the project are:

- Develop a leadership coalition tasked to design a long-term strategy to resolve the primary care access issues of Manchester.
- Maximize federal, state, and local funding to reduce barriers to access; specifically work to expand "federally qualified health center" funding.
- Support the relocation and expansion of the Manchester Community Health Center.
- Expand access to primary care (mental health, primary care, and dental services) through the development of additional integrated community primary care health centers, as needed.
- Use local and state data to summarize, and continually evaluate, the economic barriers to access in the Manchester community.

**Program Notes and Trends**

Since 2005, MSAP has been generously funded by the New Hampshire Endowment for Health; the Norwin S. and Elizabeth N. Bean Foundation; and by the local community providers of Catholic Medical Center, Dartmouth-Hitchcock, and Elliot Health Systems. In July of 2007, MSAP received a \$520,000 grant from the NH Endowment for Health to support its on-going efforts to increase access to primary care. This is the largest grant the Endowment for Health has ever awarded a single community and represents one third of what the Endowment will allocate statewide this year. The MSAP Coalition is planning to hold a community forum on access to care in September and a press conference on project successes in October.

H

## Community Activities

**CARDIOVASCULAR HEALTH:** The Passport to Cardiovascular Health Planning Committee has developed a final version of the Worksite Wellness Toolkit for Businesses and has drafted a Facilitator Guide for the Passport to Cardiovascular Health Program. In collaboration with the Kickin' Butts in Manchester Tobacco Prevention and Control Coalition, the Committee plans to advertise these new resources in the September issue of the Greater Manchester Chamber of Commerce's newsletter. Both tools will be posted on the Health Department's webpage enabling businesses to download these resources free of charge.

**ASTHMA PREVENTION AND CONTROL:** The proposal submitted to the US EPA's Healthy Communities Grant Program to continue the Multilingual Asthma Education and Outreach Program in Manchester has been awarded full funding (\$27,566 over a two-year period). The grant was one of 17 proposals selected for funding out of 54 submitted and was the only project funded for New Hampshire. In addition, the Asthma Healthy Schools grant project funded by the Southern NH AHEC has received an extension to provide the Open Airways program in the Title One Schools in Manchester.

**RESIDENT MOBILIZATION:** Tracy Degges, the Weed and Seed Americorps VISTA City Liaison, has joined the Manchester Health Department team to coordinate the neighborhood watch groups and act as a bridge between residents and City Departments. Currently, there are close to 50 active neighborhood watch groups involving hundreds of residents. August 7<sup>th</sup> was National Night Out, which is national event designed to heighten crime and drug prevention awareness, generate support for, and participation in, local anticrime programs, strengthen neighborhood spirit and police-community partnerships and send a message to criminals letting them know that neighborhoods are organized and fighting back. Manchester's National Night Out touted demonstrations and information dissemination on emergency and safety preparedness from the Fire, Police and Health Departments as well as NH Liquor Enforcement and the American Red Cross.

## Program Notes

**CDC RECOGNITION:** Recently the Health Department received notification that five employees had received Honor Award Certificates from the National Center for Preparedness, Detection and Control of Infectious Diseases for "establishing successful partnerships and demonstrating scientific excellence in preventing the importation of disease into the U.S. during an overseas polio outbreak". Recognized for their efforts were the following nurses from the Community Health Division: Susan Gagnon, Kathy Capistran, Georgette Caouette, Bobbie Jensen and Suzanne Rouleau.

**REFUGEE HEALTH:** During Fiscal Year 2007, a total of 106 refugees resettled within the City of Manchester. Of those new arrivals, 67% (71) were adults and 33% (35) were children. The primary countries of origin included Burundi, Somalia, Uzbekistan, Russia and Sudan.

**EASTERN EQUINE ENCEPHALITIS & WEST NILE VIRUS:** The Health Department is continuing its daily surveillance for EEE and WNV. While there have not been any mosquitoes testing positive for these diseases, the public is reminded to take steps to avoid mosquito bites by using an appropriate insect repellent and wearing long sleeved shirts and pants when mosquitoes are most active and to dump standing water to prevent mosquito breeding.

### FOR MORE INFORMATION

Visit our website at <http://www.manchesternh.gov/CityGov/HLT/Home.html>, or call 624-6466

H

# MAYOR'S UTILITY COORDINATING COMMITTEE

July 18, 2007

July brings peak construction season as evidenced all around the City. The Crescent Road CSO project is focusing on the So. Jewett Street/Cilley Road area with an expected completion prior to school opening. At the other end of Jewett Street, there is a sewer replacement project that has the same goal with regards to the Hallsville School. Work on widening Granite Street from Commercial Street to Elm Street has begun, and utility work on the Airport Access Road will commence in the Fall. Work is underway on the "Hands Across the Merrimack" bridge project.

~ ~ ~ ~ ~

The meeting was called to order by Peter Capano at 10:05 AM.

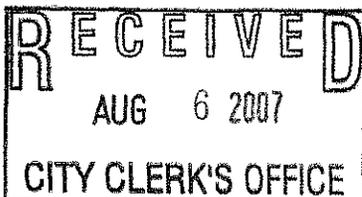
## MANCHESTER HOUSING & REDEVELOPMENT

### Ward

- #12 French Hall – J.P. Sercel Assoc. (Lazer design/production firm) currently renovating the property. Occupancy has been rescheduled.
- #12 Northwest Business Park – Planning Board held subdivision hearing in December. Hearing raised questions regarding traffic impact, wetlands impact and buffers. Oest Engineering updated the Planning Board at their February meeting.
- #11 Brown School – An addition will be made to the former school building so as to accommodate 34 units of Elderly Housing. North Branch Construction continues on construction. Framing for addition continues. Installation of windows is complete. Rough plumbing and electrical is complete.
- #3 Jac-Pac – Continuing to look for interim use proposals. City negotiating with developer.

## STATE PROJECTS

- #6 Candia Road [Bypass 28-I-93] – R.S. Audley is under contract with the N.H.-D.O.T. for this road reconstruction project. Two thirds of the job is paved. Completion expected in Spring of 2008.



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Ward#

#11 Granite St./F.E.

Everett Trnprk Imprv.

- The NHDOT "C" contract was awarded to Middlesex Corp. of Mass. at \$28,687,750 which includes the City's work on Granite Street between Main St. and the river plus turnpike work. The new southbound lane bridge on the Everett Turnpike is in service. Northbound traffic has been put on the new bridge. Abutments for the new northbound bridge will be complete soon with steel to be placed soon after.

The City's Granite St. Bridge Contract was awarded to E.D. Swett, the low bidder at \$11.7 million. Most of the steel is now in place. The remainder of the City's (Contract "E") Granite Street work (Commercial St. to Elm St.) will begin soon. The preconstruction conference was held June 28<sup>th</sup>. American Excavators is the contractor. Work to begin next week.

#8 Airport Access Road

- The NH Department of Transportation's bidding the Merrimack River Crossing Bridge in May. This will be a three-year project. The bridge over Route #3 in Bedford will be bid in May. HTA has designed the relocation of the Trolley Crossing Pump Station force main for EPD. Beck & Belluchi is the contractor, the preconstruction is scheduled for June 28<sup>th</sup>.

**PLANNING/BUILDING**

SUBDIVISIONS

#12 Woodland Pond

- 77 lot subdivision for single-family homes approved with roads off Countryside Blvd. Work has begun on last phase.

#1 McLane Way

- Seven unit planned development is under construction.

#6 Grand View Estates

- 15 homes proposed on an extension of Lindstrom Lane is under construction.

#2 Sky Meadow Way

- 4 unit planned development approved off Currier Drive. Three houses now complete.

#3 167 Silver St.

- One 7 and one 8 unit condos approved by Planning Board. Has some Certificate of Occupancies for one building, second one is nearing completion.

#8 Stanton Street

- Proposal to extend road 300 feet and create eleven building lots before Planning Board.

#12 8 Goffstown Rd.

- Proposal to create a new public street and six building lots before Planning Board.

Ward#

SITE PLANS

- #3 Chinburg - Multiple residential townhouses are under construction with three four story towers to follow just south of Fisher Cats Stadium. Some occupancy permits have been issued.
- #2 166 LaGrange Ave. - Islamic Society Mosque foundation permit issued from Building Department.
- #12 25 Hackett Hill Rd. - The Gables project, 52 units. Three buildings are done, the next one is underway.
- #2 845 Mammoth Rd. - One three story, 10 unit building approved by Planning Board.
- #10 800 Second St. - The Planning Board has approved a proposal for a two story 4,748 S.F. A&J Motor Sports auto sales and service facility with parking. Building permit has been issued.
- #6 Hobbs Way - Five houses to be built off Bridge Street Extension.
- #5 661 Bell St.  
"Vista View" - Combination of 12 handicap access apartments & 26 townhouses. One townhouse is occupied, a building permit has been issued for the third building.
- #9 915 S.Mammoth Rd. - Three self-storage units has Planning Board approval.
- #7 Maple/Silver Sts. - Mill proposal to be converted to 57 units of housing. (Manchester Neighbor Works) Work is well underway.
- #2 978 Mammoth Rd. - "Mammoth Oaks" 8-unit planned development approved, construction has begun.
- #11 CMC - Project consists of a new medical office building and a parking garage. The Parking Garage is in use. Walkway over McGregor St. to be built. Steel for medical office building going up. Harvey Construction managing this project.
- #6 1070 Holt Ave. - Industrial building is almost complete.
- #12 The Neighborhood  
@ Woodland Pond - 487 Units on 110 acres bordering Goffstown and Hooksett at Hackett Hill approved by Planning Board. Work is underway on extension of Countryside Blvd. Townhouses and condos under construction.
- #2 Currier Museum  
of Art - Expansion of building towards Orange St. and parking lot on the Prospect Street is well underway. Expansion is enclosed.
- #6 Karatzas Ave. - Three building lots with 200 housing units approved by the Planning Board.

**Ward#**

- #6 1207 Hanover St. - Rehabilitation of existing warehouse/retail to 19,500 S.F. with loading and parking. Approved by Planning Board.
  
- #9 161 So.Beech St. - Four story, 29 unit apartment proposed along with conversion of church to retail space. Approved by Planning Board. Foundation permit issued.
  
- #3 386 Union St. - A 4,000 S.F. one story Laundromat at Lake Avenue has been approved. Demolition work is complete.
  
- #9 3 S. Maple St. - A four story, 4,000 s.f., 17 unit apartment building with first floor office space and parking garage approved by Planning Board. The foundation is in.
  
- #8 1000 S.Willow St. - The replacement of "Bickford's" with a 4,000 s.f. Bank of America has been approved. Demolition is complete.
  
- #8 725 Huse Rd. - The replacement of Harvey Industries with a 157,000 s.f. Lowe's has been approved.
  
- #9 775 S.Willow St. - The replacement of a drive-through bank with a fueling facility for Stop n' Shop approved.
  
- #6 190 Zachary Rd. - A 79,000 S.F. office/manufacturing and warehouse is under construction for API, progressing well.
  
- #10 S.Main/2<sup>nd</sup> St. - "Mobil On the Run" to be expanded and car wash, work is well underway.
  
- #10 #432 S. Main - A CVS pharmacy will be built at the location of the former "Sully's Supermarket".
  
- #5 #425 Lake Ave. - Four Seasons Market will be replaced by a new convenience store.
  
- #10 #1050 Second St. - Demo permit issued to demolish Bickford's and build a Taco Bell

**Water Works Projects**

**Water Main Relays**

- |                                   |                      |
|-----------------------------------|----------------------|
| A) Spruce – Wilson to Massabesic  | Complete             |
| B) Jewett – Young to Massabesic   | 1,500 L.F. of 6", 8" |
| C) Pine – Sagamore to Pennacook   | 300 L.F. of 6"       |
| D) Reed – Kelley northerly        | 250 L.F. of 6"       |
| E) Cedar – Belmont to Hall        |                      |
| F) Poor – Second to Hill          | Complete             |
| G) Old Granite                    | 761 L.F. of 8"       |
| H) Rte. 3A – Brown Ave. southerly | 1,500 L.F. of 16"    |

Ward#

Cleaning & Lining distribution system (total linear feet, 9,090)

(Heitkamp is the contractor )

(a) Kelley -Lafayette to Rimmon	2,400 L.F. of 6"
(b) Laval -Amory to Mason	1,670 L.F. of 6"
(c) Boutwell -Bremer to Mason	Complete
(d) Alsace - Amory to Kelley	440 L.F. of 6"
(e) Montgomery – Amory to Bremer	1,200 L.F. of 6"
(f) Reed – Kelley to Mason	Complete
(g) Youville – Kelley to Mason	Complete
(h) Cartier – Amory to Kelley	700 L.F. of 6"

**PARKS & RECREATION PROJECTS**

**P&R PROJECTS - FY'07**

- #10** Piscataquog  
Trailway,  
Phase III - This will involve continuation of the trail from S. Main St. to the West Side Ice Arena, continuing from where Phase II ends continuing west. This phase will be designed by VHB and awaits execution of the municipal agreement in October. We are working with the landowner and currently negotiating for an easement through the property. We have come to a verbal, non-formal agreement with Tires Inc. for an easement through their property. We hope to have the agreement drafted and made legal shortly.
- #10** Piscataquog  
River, East - Floods have once again damaged the park. Work will begin again soon. The goal is to open for Fall.
- #10** Piscataquog  
River Park - Quirk Construction was low bidder for the repair of the Piscataquog River Park. This will restore the fields and trail to their pre-flooding condition. Work is over 50% complete. Anticipate completion in September.
- #11** Gossler/  
Parkside - Currently seeking Kaestle Boos' design services to update and improve the site containing these two school facilities for possible construction in FY '08.

**Ward#**

**#9 Sullivan Family Park** - Located off of Garfield Street behind the Fire Station on Calef Road. Create a passive park area in place of the tennis courts that will be removed and a playground adjacent to Garfield St. with some parking to better suit the needs of the neighborhood and deter illegal activities. Kaestle Boos Associates design phase and construction is well underway.

**#2 Weston Observatory** - Weston Tower Observatory restoration needed to save the tower from further deterioration that will inevitably end up destroying the landmark if not corrected. Major improvements will include restoration of the roof, repointing of the stone, restoration of the stairs and other improvements to include some brush clearing around the Tower. Architectural Services Contract to be signed by Kurt Lauer. Construction is underway.

**#2 Hillside School** - DuBois & King to update their original design for improvements/expansion to existing athletic fields located to the west of the school.

**#3 Valley Cemetery Rehabilitation** - Continued work on the restoration of Valley Cemetery including the Pine Street Gate, Chapel, fence and update/replace miscellaneous utilities as the "Friends of Valley Cemetery" allow.

**#12 Black Brook Dam** - The Department is seeking funds in the amount of \$40,000 to begin the process of removal as voted on by the Board of Mayor and Aldermen. Dubois & King to assist us in the engineering, permitting and monitoring of the process. Forty percent (40%) of the anticipated costs will be in-kind services and the balance will come from a State Section 319 Grant from the N.H. Department of Environmental Services. They are working very closely and assisting us with this process. The Watershed Restoration Grant has been completed and has been submitted to the N.H. D.E.S. Water levels are being drawn down.

**#10 Bass Island** CEI is redesigning restoration of park. FEMA is paying for work which is expected to resume late Fall.

Ward#

**HIGHWAY DEPARTMENT PROJECTS**

Construction Projects

- # 6 Candia Rd.  
Dry Sewer - Sewer construction is two-thirds complete.
- #8 Lois/Roysan Drain - Bids received at March meeting. Hudson Paving was the low bidder at \$268,000, work has begun.
- #5/7 Jewett Street - Sewer replacement Young to Massabesic Streets will begin July 9th. RD Edmunds is the contractor.

Reconstruction Projects

- #3/4 Union St. - Hanover to Bridge Street (coldplaning/overlay) Based
- #5 Spruce St. - Wilson to Hall Street Based
- #5 Central St. - Lincoln to Wilson Street July - 2007
- #4/5 Laurel St. - Lincoln to Wilson Street Underway
- #5 Cedar St. - Wilson to Belmont Street Aug/Sept - 2007
- #5 Belmont St. - Massabesic to Cedar Street Aug. - 2007
- #9 So. Willow St. - Andrea to S.Porter (coldplaning/overlay) 2007
- #5 Laurel St. - Wilson to Hall Street (coldplaning/overlay,curb, sidewalk) July
- #5 Lake Ave. - Lincoln to Hall Street " " " " Sept - 2007
- #5 Lake Ave. - Belmont to Beacon Street " " " " Sept. - 2007
- #5 Milton St. - Central to Lake Avenue Reconstruction - 2007
- #5 *Green St.* - *Pine to Beech Street* Sept. - 2007
- #5 *Spruce St.* - *Hall to Massabesic Street*  
(coldplaning/overlay,curb,sidewalk) July - 2007

Sidewalk Construction

Reconstruct Sidewalks

- #3 *Hanover Street* - *Chestnut Street to Pine Street. Santorelli is contractor.*
- #4 Maple Street - Concord Street to Lowell Street. E.C.U.C. is the contractor.
- #4 Lowell Street - Maple Street to Haines Court. E.C.U.C. is the contractor.

Environmental  
Protection Division

**I. COHAS BROOK INTERCEPTOR PROJECT – PHASE II**

- A. *Contract 1:* (Cohas Brook to E. Industrial Park) Project completed and minor punch list items remain.

## Ward

- B. *Contract 2:* (E.Industrial to Candia Rd.) Pipeline construction work is ongoing in cross country area near Zachary Drive on this \$3.0 million project.
- C. *Contract 3:* Design of the new Candia Road Pump Station, extension of sewer service through Massabesic traffic circle to Wellington Road is ongoing. Bid date for this \$1.5 million project is Fall 2007.
- D. A RFP for full Phase III masterplan will be issued as part of our fiscal 2008 CIP program in fall 2007. Phase III will provide sewer service to the area north of 93/293 split, east of 93 and south of 101.

## II. COMBINED SEWER OVERFLOW PROJECTS

- A) W. Bridge/Bremer/Lorraine Sts. Separation – Pipe installation work is complete on this \$6.10 million project. Punch out items remain with the final overlay of streets scheduled for 2008.
- B) Poor/Schiller St. Separation – Pipe installation work has been completed on Boynton Street and is ongoing near Parker Varney School. This \$4.76 million project is about 85% complete. Anticipated completion is fall of 2007.
- C) Crescent Road Separation – This final CSO contract is ongoing in the South Jewett Street School/Cilley Road area.
- D) Received draft report for the Valley Cemetery Sewer Replacement Project. Project costs range from \$8 to \$12 million.

## III. SEWERS

- A. Candia Road sewer will be completed this month. However, the overall project will not be completed until 2008.

<b>MANCHESTER – BOSTON REGIONAL AIRPORT</b>
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- #8 Aerohex Hangars - New hangars in the northeast area of the airport. Work is ongoing by North Branch Construction, Inc. Project completion anticipated for Summer.
  
- #8 Runway 24 Safety Area Extn. across S. Willow St. - Project awarded to Continental Paving, Inc. Notice To Proceed given. Work to be completed by late Fall.
  
- #8 Summit Packaging #16 Ammon Rd. - Work has been awarded to All-Ways Wrecking. Work is on-going. Demolition is approximately 70% complete.

Ward#

KEYSPAN ENERGY DELIVERY

City Highway Department

#5 Cedar Street - Relay main. Wilson St. to Belmont St.

Combined Sewer Overflow (CSO)

#11 Alsace St. - Kelley – Amory, high pressure connection.

PSNH

Airport runway work has begun setting poles on new South Willow Street.

***NH-DOT Airport Access Road will require pole replacement this August/September. Pole replacements on "as needed basis" 30 – 40 poles.***

MANCHESTER TRAFFIC DEPARTMENT

#8 S. Willow @  
Perimeter Rd. - ***Temporary signals are being installed for relocation of South Willow Street.***

VERIZON

#9 S. Willow St. - Test pits related to runway extension are done.  
Relocation design underway.

***NEXT MEETING:*** The next MUCC meeting has been scheduled for Wednesday, Aug. 16<sup>th</sup> at 10: 00 AM in the **Conference Room, second floor, at the Manchester Water Works.**

Attended   Contact List

x	Mr. Don Mourse	PSNH	882-5894 X5230
x	Mr. Karl Franck	Building Dept.	624-6475
x	Mr. Jay Davini	Manchester Highway Dept.	624-6444
	Mr. Guy Chabot	Manchester Water Works	624-6494
	Mr. Chris Blue	Fire Department	669-2256
	Mr. Mike Venti	Airport Authority	624-6539 X520
x	Mr. Jody Rivard	Manchester Fire Dept.	669-2256
	Mr. Chuck Deprima	Parks & Recreation Dept.	624-6565 X315
	Mr. Terry Harlacher	Planning Department	624-6450
	Ms. Betty Hackett	Verizon	645-2713
x	Mr. Paul Shea	Keyspan	231-4970
	Mr. Mike Jolin	MHRA	624-2111
x	Mr. Jim Hoben	Traffic Department	624-6580
	Mr. Alan Poullos	Keyspan	231-6415
	Mr. Wayne Wallace	Verizon	645-2701
	Mr. John Williams	Fire Department	669-2256
	Mr. John O'Rourke	Parks/Recreation/Cemetery	624-6565
x	Mr. Fred McNeill	EPD	624-6341
	Mr. Dennis Anctil	Manchester Highway Dept.	624-6444
	Mr. Jim Mason	Manchester Traffic Dept.	624-6580

**NOTE: NEW projects for the month will be *italicized/bold* printed.**



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



JOHN H. TRISCIANI, CHAIR  
PETER ESCALERA, VICE CHAIR  
JOSEPH DESELLE  
MAUREEN A. NAGLE  
CAROL WILLIAMS

DAVID SMITH  
EXECUTIVE DIRECTOR

August 1, 2007

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

Dear Leo,

The MTA Commissioners held a monthly Commission Meeting on Tuesday, July 31, 2007. Enclosed are the approved Minutes of the July 10, 2007 Commission Meeting, June 2007 Financial Report, and June 2007 Ridership Report.

The next scheduled Commission Meeting will be Tuesday, August 28, 2007 at 5:00 PM.

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

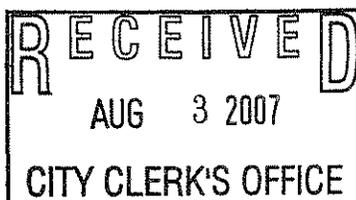
Very truly yours,

A handwritten signature in black ink, appearing to read 'David Smith', written in a cursive style.

David Smith  
Executive Director

DS:cr

Enclosures



A handwritten mark consisting of a vertical line with a horizontal bar at the top and a horizontal bar at the bottom, resembling a stylized 'I' or 'J'.

**MANCHESTER  
TRANSIT AUTHORITY**

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



JOHN H. TRISCIANI, CHAIR  
PETER ESCALERA, VICE CHAIR  
JOSEPH DESELLE  
MAUREEN A. NAGLE  
CAROL WILLIAMS

DAVID SMITH  
EXECUTIVE DIRECTOR

Manchester Transit Authority

July 10, 2007 Commission Meeting

**MEMBERS PRESENT:**

Chairman John H. Trisciani  
Vice Chairman Peter Escalera  
Commissioner Joseph Deselle  
Commissioner Maureen A. Nagle  
Commissioner Carol Williams

**PERSONNEL PRESENT:**

David Smith, Executive Director  
Karyn Bennett, Assistant Executive Director  
William J. Cantwell, Supt. of Administration  
John Huber, Operations Planning Manager  
Paul Beauregard, Shop Manager

1. a. Chairman TRISCIANI called the meeting to order at 5:00 PM.
- b. Approve Minutes of May 29, 2007 Commission Meeting. WILLIAMS made a motion to approve the Minutes of the May 29, 2007 Commission Meeting.  
Seconded by DESELLE. All Commissioners in favor.

MANAGEMENT REPORTS

2. a. Financial Report for May 2007. DESELLE made a motion to approve the Financial Report for May 2007. Seconded by NAGLE.

Transit Operation: CANTWELL reported revenues were \$288,333; \$5,550 (1.94%) more than budget. Farebox, tickets, and shuttle revenues were \$7,730 (29.14%) more than budget. Farebox income averaged \$812 per day. Significant variances this month were adult ticket sales from E&R cleaners, the unemployment office, and sale of fuel to the City. Expenses were \$323,512;

\$1,206 (.37%) more than budget. Driver labor was higher than budget this month and appears to be more of an accounting accrual issue compared to the budget as opposed to actual results.

**School Operation:** CANTWELL reported revenues were \$226,400; \$14,977 (-7.73%) less than budget. School charters were ahead of budget by \$10,580 and reduced the charter shortfall from budget to \$5,502. Expenses were \$248,444; \$17,635 (-6.63%) less than budget. The significant variance for school was the \$6,400 return of insurance premium for out-of-service vehicles.

TRISCIANI commented on the overtime being up to almost \$20,000. SMITH responded \$9,000 was incurred by school operators during the busy charter season. CANTWELL stated we had an increase in overtime wages, but a significant decrease in regular wages year-to-date.

The check register was reviewed. SMITH explained the check for the camera system is reimbursement from the school bus capital account.

Accounts Receivable was reviewed. TRISCIANI commented on the outstanding West High School invoices. CANTWELL replied the Assistant Principal has been trying to get payment from the different organizations. TRISCIANI remarked we should write a letter to the School District for payment. SMITH reported on the School District's 1% retention. The total retention for this school year was \$18,000 and the School District is retaining \$6,300 in penalties.

All Commissioners in favor of approving May 2007 Financial Report.

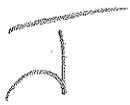
b. **Operations Reports for May 2007.**

**Transit-School Report:**

**Transit:** SMITH reported during the month of May we were diligently working on the Comprehensive Operations Analysis service changes.

**School:** SMITH reported we solicited an RFP for the camera system. The RFP was awarded to Safety Vision and equipment has been installed and working properly. To be compliant with State policy, the School District needed to issue a behavior manual or student conduct manual to parents and students this summer. Now that they have a transportation policy, this policy will be incorporated into the conduct manual which will fulfill all of the State requirements. He explained the system is a DVR and after 7 days it writes over the old information. The system also allows the driver to push a button to signify an event is occurring and that information will not get recorded over until physically erased. There was discussion about keeping the DVR record longer than 7 days and SMITH replied State laws require the records can only be kept 7 days. BENNETT stated 7 days is adequate because we have never received a complaint after 24 hours. SMITH explained the State law would have prohibited our use of audio, so they went to the State Legislature 2 years ago and sought to change the eavesdropping statute to permit sound recording on school buses. The conditions to sound recording on school buses are that records be kept for no longer than 7 days and that a sign be posited notifying passengers they are being recorded.

**Transit-School Statistics Ridership Report:** HUBER reported transit ridership was up 12.52% from same month last year; 39,925 passengers. Total ridership for the year is 5.94% higher than last year. The shopper shuttles were low in May because of route changes, but those should increase. Paratransit ridership was up 28.52% as compared to same month last year; we transported 1,041. A study was



done on our paratransit service and it was determined we can continue to increase our client-base without harming the service. Paratransit passengers per revenue hours are 1.26 passengers and transit is 11.45 passengers per revenue hours.

There was discussion about absenteeism. BENNETT said the attendance on the transit side has significantly improved since the implementation of the attendance policy.

**Maintenance Report:** HUBER gave the maintenance report.

### **NEW BUSINESS**

3. a. **State of New Hampshire Auction – Sale of Buses.** SMITH reported on May 19<sup>th</sup> four buses were sold at the State auction; 2 transit and 2 school buses. We received a total of \$15,500; 1991 Orion transit bus sold for \$2,000, 1996 Thomas Vista transit bus sold for \$2,500, 1987 small school bus sold for \$2,000, and the 2000 small school bus sold for \$7,000 because it had low mileage and was wheelchair equipped. We spend in the range of \$2,000 to \$3,000 per vehicle each year to insure them so it was not economically feasible to keep them. Delivery of 4 new school buses should be within the next few weeks and as they come in we will trade four older buses for \$1,000 each. The 3 new Gillig transit buses are in production and should be delivered before the end of July. Once received, we can take 2 1996 buses out of service. SMITH is recommending we keep those 2 buses for a while because with the new service changes the buses are on the street longer and overlap. We may require a slight fleet size increase to accommodate the need for the buses to run the exchange under the new service.
- b. **Ratify Telephone Poll to Provide Free Transportation to Mayor's Senior Luncheon.** NAGLE made a motion to ratify the telephone vote to provide free



transportation to the Mayor's Senior Luncheon on June 15, 2007. Seconded by DESELLE. All Commissioners in favor.

- c. **Shopping Center Development Agreements.** SMITH presented the Board with indemnity agreements made with Hannaford Brothers and the owners of the Goffstown Shopping Plaza on Mast Road. He previously gave the Board a proposed agreement given to us by Simon Properties, owners of the Mall of New Hampshire. The 2 agreements in Goffstown are concluded and we are working on closing an agreement with the manager and owner at Bedford Highlands where Target and Lowe's are located. We will probably extend the Hannaford agreement to cover the three Hannaford properties we travel into. These agreements are happening across the country. They are good for both the property owners and MTA because they outline what protections we owe each other. TRISCIANI said since we are driving into Goffstown we should seek subsidy. SMITH replied he would be addressing their town selectmen.
- d. **Staff Salaries – FY 2008.** SMITH presented staff salary proposals for FY 2008 and recommended a salary increase across the board of 3.5%. This is in-line with the Union employees increase. ESCALERA made a motion to accept the proposal as submitted to the Board. Seconded by DESELLE. All Commissioners in favor.
- e. **Resignation of Training Coordinator.** SMITH reported Mrs. Louise Gaudreau, Training Coordinator, has submitted her resignation. She has been the Training Coordinator for 2 years and has done an excellent job. TRISCIANI requested sending a letter of commendation from the Board. All Commissioners agreed.

## **OLD BUSINESS**



4. a. **Route and Schedule Changes.** SMITH said the new service changes resulting from the COA were implemented on July 2<sup>nd</sup>. That was a good week to implement the changes because it was a holiday week and traffic was light, ridership was light, and it gave us opportunity to perfect our end while minimizing negative impact on passengers. Staff spent time on the streets before and after July 2<sup>nd</sup> and when talking to people at Elm Street bus stops the majority like the new service. The implementation went off very smoothly. SMITH credited staff and drivers with assisting passengers. The transit operators who assisted with the driver training did an excellent job assisting drivers, clarifying issues, and going back and forth as intermediaries. SMITH explained the operating issues that were discovered during the first week. We are dealing with home to work issues. Some of those changes are the 5:30 AM Hanover St/Massabesic Circle bus will make a loop into East Industrial Park because the first bus leaving downtown for East Industrial is 6:30 AM. The afternoon Airport bus comes earlier than it used to so we are making minor adjustments without affecting the entire schedule to assist people who get out of work at 4:00 PM. We are still taking input from passengers who feel affected by the route changes for 2 weeks, then will have a Customer Service Committee meeting to go over that feedback. There are running time problems with the River Road/SNHU route. If they encounter traffic or construction, especially when they go into Colonial Village, they start the next schedule late. We occasionally have problems running late going outbound and inbound along Bridge Street. The Bedford Highlands route is extremely tight. The Airport route is a challenge, but so far there hasn't been bad traffic on Brown Avenue. DESELLE stated he spoke to seniors at the



William B. Cashin Senior Center and they are having difficulty reading the streets on the bus schedule. WILLIAMS agreed. SMITH said the previous schedules did not have as much detail so the street markings were larger. They may not be able to blow up all the street names on the next printing, just the major streets. WILLIAMS commended HUBER stating it is a good map.

NAGLE was approached by a NHCTC student about no bus service to the college on Saturday. The woman is legally blind and has no other way to get to or from the college. She explained they have weekend students who are working on their Associates Degree. She is willing to take time to research how many classes they have on Saturdays and what time the first classes begin and end. She suggested having one bus go to the college in the morning and come back in the afternoon. TRISCIANI said we have to remember the cost of the bus and driver for only a handful of people. SMITH said one of the COA recommendations was the elimination of the Front Street service on Saturday which saved us \$14,000, but the COA recommendations increased our costs by \$28,000. SMITH said Saturday ridership on Front Street was 34 passengers per day and was the lowest route ridership on Saturday. SMITH said in order to straighten out the routes and expand the running times to an hour, the service changes required some sacrifices or some loss of service in some areas. NAGLE stated the college is having orientation on August 31<sup>st</sup> and requested the MTA set up a booth to address transportation needs.

- b. Update on Hampton Beach Shuttle. BENNETT reported the beach shuttle started on Saturday, June 23<sup>rd</sup>. We sold 20 tickets and 1 family pass that day and



used 2 buses because we had 2 wheelchairs. On June 30<sup>th</sup> we sold 15 tickets and 1 family pass, and last week we only sold 8 tickets because of the weather.

## OTHER BUSINESS

5. a. **Casualty Insurance Renewal.** SMITH reported the casualty insurance renewal process is completed. We used Albert Risk Management to assist with the renewal process. It originally looked like we would get about a 5% to 7% increase and Albert Risk Management talked Ferdinando Insurance Associates and Philadelphia Company out of an increase this year. They found a way to give us the insurance at the same cost as last year with very little changes.
- b. **Regional Transit Feasibility Study.** SMITH discussed the Regional Transit Feasibility Study that is underway by SNHPC. He said we have not had a lot of discussion with them about this, but they report to SMITH periodically about the fact that they are making progress. SMITH is going to recommend that SNHPC make a presentation to the MTA Board before they issue a report. One of the issues he feels the Board needs to consider is what they want the MTA to be in the future and whether they feel comfortable with MTA becoming a regional entity. We are currently a municipal transit authority and fall under that section of the State's statute titled "Municipal Transit Authority." This permits us to contract with outside jurisdictions, but would take major restructuring to fall under another portion of the State Statute and operate similar to COAST or CART. SMITH feels SNHPC assumes that MTA would be the basis for establishment of a regional transit authority. The Board should discuss whether they want to move in that direction changing from the municipal transit authority to regional. That is why he would like SNHPC to come and to talk to the Board

because he doesn't want them to get too far along in the process and define a role for MTA without the Board's input. TRISCIANI asked if there would be federal money coming in if we do regional service. SMITH replied "no"; because we are receiving all of the federal funding that goes to this urbanized area. If we expand into areas that are not considered urbanized areas, there is a possibility that some of the money that the State gets for rural transit could be used for that.

TRISCIANI said people have asked him why we don't have a bus that comes from Pease terminal to Manchester. NAGLE gets a lot of requests about going to the Wal-Mart Warehouse in Raymond.

- c. **Date for Next Meeting.** Tuesday, July 31, 2007.

With no further business to come before the Board, NAGLE made a motion to adjourn the meeting at 6:33 PM. Seconded by ESCALERA. All Commissioners present in favor.

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Transit

June 2007

2

**Manchester Transit Authority**  
**Income Statement Transit**  
**For the Twelve Months Ending June 30, 2007**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD</u> <u>Budget</u>	<u>YTD</u> <u>Net Change</u>
<b>Farebox Revenue</b>					
Farebox Revenue	\$19,230.95	\$20,710.00	\$233,404.42	\$215,384.00	\$18,020.42
Adult Fares	1,620.00	2,300.00	23,147.50	27,600.00	(4,452.50)
Adult Monthly Fares	569.00	2,300.00	33,105.00	27,600.00	5,505.00
Senior Citizens Fares	935.00	1,000.00	9,825.00	12,000.00	(2,175.00)
Senior Citizen Monthly Fare	87.50	1,250.00	10,206.50	15,000.00	(4,793.50)
Disabled Rider Fare	1,584.85	1,750.00	22,632.15	21,000.00	1,632.15
Student Fares	375.00	100.00	9,122.50	1,200.00	7,922.50
<b>Total Farebox and Tickets</b>	<b>24,402.30</b>	<b>29,410.00</b>	<b>341,443.07</b>	<b>319,784.00</b>	<b>21,659.07</b>
<b>Shuttle and Excursions</b>					
Shopping Shuttle	1,260.00	1,260.00	15,700.00	15,120.00	580.00
Excursion Revenue	330.00		3,435.00	2,880.00	555.00
<b>Total Shuttle and Excursions</b>	<b>1,590.00</b>	<b>1,260.00</b>	<b>19,135.00</b>	<b>18,000.00</b>	<b>1,135.00</b>
<b>Other Revenue</b>					
Sale of Fuel to City Departments	30,594.05	25,625.00	376,290.80	307,500.00	68,790.80
Sale of Maintenance Service to City	159.38	2,000.00	21,723.95	24,000.00	(2,276.05)
Advertising Revenue-Bus	6,724.25	5,500.00	82,840.25	66,000.00	16,840.25
Rental of Inmercity Terminal		800.00		9,600.00	(9,600.00)
Sale of Vehicles and Equipment	3,825.00		10,189.00		10,189.00
Sale of Scrap Materials	754.96		1,974.66		1,974.66
Insurance Repair Reimbursement			16,580.68		16,580.68
Interest Income	926.79	750.00	7,643.63	9,000.00	(1,356.37)
Photo Picture ID Revenue	10.00	25.00	198.00	300.00	(102.00)
Other Non-Transp. Revenue	(19.98)	25.00	172.57	316.00	(143.43)
<b>Total Other Revenue</b>	<b>42,974.45</b>	<b>34,725.00</b>	<b>517,613.54</b>	<b>416,716.00</b>	<b>100,897.54</b>
<b>Total Operational Income</b>	<b>68,966.75</b>	<b>65,395.00</b>	<b>878,191.61</b>	<b>754,500.00</b>	<b>123,691.61</b>
<b>Operating Assistance</b>					
City of Manchester	91,666.63	93,264.17	1,100,000.00	1,119,159.04	(19,159.04)
Town of Bedford	(3,400.00)	3,400.00	41,400.00	40,800.00	600.00
State of New Hampshire			29,260.00	29,260.00	
Federal Operating Subsidy	142,100.00	124,916.63	1,479,314.00	1,499,000.00	(19,686.00)
<b>Total Operating Assistance</b>	<b>230,366.63</b>	<b>221,580.80</b>	<b>2,649,974.00</b>	<b>2,688,219.04</b>	<b>(38,245.04)</b>
<b>Total Revenue</b>	<b>299,333.38</b>	<b>286,975.80</b>	<b>3,528,165.61</b>	<b>3,442,719.04</b>	<b>85,446.57</b>
<b>Expenses</b>					
<b>Labor</b>					
Transit Operator Wages	63,329.60	59,013.00	723,643.68	683,187.00	40,456.68
Transit Operator Overtime Wages	6,351.78	8,677.00	81,286.88	100,515.00	(19,228.12)
StepSaver Operator Wages	12,093.12	11,938.00	137,918.06	138,597.00	(678.94)
StepSaver Operator Overtime Wages	1,397.99	2,169.00	20,560.14	25,129.00	(4,568.86)
Mechanic Wages	11,806.69	13,044.00	139,667.82	150,620.00	(10,952.18)
Mechanic Overtime Wages	73.92		10,222.84		10,222.84
Transp. Admin Wages	8,830.62	9,728.00	118,628.95	112,294.00	6,334.95
Transp. Admin Overtime Wages	183.77	169.00	8,421.38	2,094.00	6,327.38
Maint. Admin Wages	3,339.88	3,763.00	45,643.81	43,418.00	2,225.81
Maint. Admin Overtime Wages			39.03		39.03
General Admin Wages	8,066.04	6,369.00	83,618.76	73,580.00	10,038.76
Gen. Admin Overtime Wages	32.45	88.00	729.64	1,034.00	(304.36)

**Manchester Transit Authority**  
**Income Statement Transit**  
**For the Twelve Months Ending June 30, 2007**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD</u> <u>Budget</u>	<u>YTD</u> <u>Net Change</u>
<b>Total Labor</b>	<b>\$115,505.86</b>	<b>\$114,958.00</b>	<b>\$1,370,380.99</b>	<b>\$1,330,468.00</b>	<b>\$39,912.99</b>
<b>Fringe Benefits</b>					
Health Insurance Expense	47,873.45	52,611.00	571,695.98	639,297.00	(67,601.02)
Dental Insurance Expense	1,326.79	1,228.00	16,278.57	14,944.00	1,334.57
Life Insurance Expense	659.14	669.00	7,881.90	8,061.00	(179.10)
Pension Expense	7,520.00	6,370.00	73,282.00	76,440.00	(3,158.00)
FICA Expense	9,670.86	10,864.00	126,792.78	127,112.00	(319.22)
Worker's Compensation	5,135.00	4,739.00	60,298.56	55,567.00	4,731.56
Unemployment Compensation	366.00	890.00	2,208.00	5,360.00	(3,152.00)
Transit Operator Vacation Wages	1,489.40	5,180.00	59,088.16	54,600.00	4,488.16
Transit Operator Holiday Wages	1,668.26	3,770.00	44,522.12	49,010.00	(4,487.88)
Transit Operator Sick Wages	(1,535.94)	2,822.00	23,778.54	33,930.00	(10,151.46)
Mechanic Vacation Wages	1,539.89	1,337.00	18,327.42	16,088.00	2,239.42
Mechanic Holiday Wages	482.81	1,176.00	13,515.68	14,112.00	(596.32)
Mechanic Sick Wages		96.00	6,008.25	1,086.00	4,922.25
Transp. Admin Vacation Wages	615.32	1,184.00	14,350.18	14,252.00	98.18
Transp. Admin Holiday Wages	866.45	837.00	12,385.80	10,022.00	2,363.80
Transp. Admin Sick Wages	390.56	246.00	6,668.34	3,007.00	3,661.34
Maint. Admin Vacation Wages	813.42	756.00	8,825.65	9,072.00	(246.35)
Maint. Admin Holiday Wages	(391.47)	307.00	5,107.55	3,629.00	1,478.55
Maint. Admin Sick Wages	3,257.60	88.00	5,102.56	1,089.00	4,013.56
Gen Admin. Vacation Wages	803.78	709.00	10,587.77	8,497.00	2,090.77
Gen. Admin Holiday Wages	163.75	466.00	7,899.85	5,592.00	2,307.85
Gen. Admin Sick Wages		138.00	678.16	1,678.00	(999.84)
Transit Uniform Allowance	2,175.09	781.00	9,557.88	9,350.00	207.88
Maintenance Uniform Allowance	325.46	630.00	5,348.46	7,752.00	(2,403.54)
Tool Allowance		113.00	917.48	1,400.00	(482.52)
License Reimbursement			725.00	498.00	227.00
Burden Adjustment	(13,177.21)	(15,357.00)	(156,604.96)	(183,094.00)	26,489.04
<b>Total Fringe Benefits</b>	<b>72,038.41</b>	<b>82,650.00</b>	<b>955,227.68</b>	<b>988,351.00</b>	<b>(33,123.32)</b>
<b>Services</b>					
Management Consultant	15,544.23	12,375.00	147,387.57	148,500.00	(1,112.43)
Commissioner Expense	509.58	87.00	1,460.33	1,000.00	460.33
Auditing Expense			4,340.00	5,400.00	(1,060.00)
Legal Expense		663.00	5,514.25	8,000.00	(2,485.75)
Service Bureau	842.84	450.00	4,430.29	5,400.00	(969.71)
Security Service	49.20	87.00	1,068.83	1,000.00	68.83
Outside Advertising	152.80	413.00	9,040.58	5,000.00	4,040.58
Driver and Criminal Record			438.00		438.00
Drug & Alcohol Testing		337.00	3,147.10	4,000.00	(852.90)
Pre-Employment Medical		87.00	1,507.20	1,000.00	507.20
Janitorial Service and Supplies	1,048.54	662.00	7,390.32	7,900.00	(509.68)
Bank Service Charges	543.92	625.00	7,479.55	7,500.00	(20.45)
Marketing Expense			736.00		736.00
<b>Total Services</b>	<b>18,691.11</b>	<b>15,786.00</b>	<b>193,940.02</b>	<b>194,700.00</b>	<b>(759.98)</b>
<b>Materials and Supplies</b>					
Fuel Operations	22,229.87	19,422.00	250,000.46	226,705.00	23,295.46
Sale of Fuel to City Departments	29,861.41	25,000.00	370,635.56	300,000.00	70,635.56
Maintenance Parts	8,106.61	10,304.00	86,996.60	120,928.00	(33,931.40)
Purchase Discounts	(66.78)	(250.00)	(2,867.13)	(3,000.00)	132.87
Tires Expense	544.80	1,353.00	6,895.87	15,793.00	(8,897.13)
Oil and Grease	1,044.45	318.00	5,060.01	3,706.00	1,354.01

**Manchester Transit Authority**  
**Income Statement Transit**  
**For the Twelve Months Ending June 30, 2007**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD Budget</u>	<u>YTD Net Change</u>
Maintenance Supplies	\$229.47	\$794.00	\$8,613.82	\$9,440.00	(\$826.18)
Body Shop Supplies	272.10	437.00	2,372.93	5,310.00	(2,937.07)
Hazardous Materials		122.00	171.06	1,475.00	(1,303.94)
Outside Parts and Labor	50.00	38.00	1,110.35	500.00	610.35
Repairs-Inner City Terminal		250.00	226.50	3,000.00	(2,773.50)
Repairs-Building and Grounds	6,275.01	1,087.00	24,091.90	13,110.00	10,981.90
Repairs-Shop Equipment	321.79	193.00	2,511.68	2,360.00	151.68
Repairs-Radio Equipment		38.00	38.00	500.00	(500.00)
Repairs-Office Equipment	356.31	275.00	4,541.42	3,300.00	1,241.42
Office Supplies	3,094.64	913.00	15,369.53	11,000.00	4,369.53
Transit Schedules and Tickets		1,000.00	350.00	12,000.00	(11,650.00)
<b>Total Materials and Supplies</b>	<b>72,319.68</b>	<b>61,294.00</b>	<b>776,080.56</b>	<b>726,127.00</b>	<b>49,953.56</b>
<b>Utilities</b>					
Electricity	1,567.41	1,985.00	19,975.85	23,940.00	(3,964.15)
Natural Gas	100.30	300.00	16,473.15	15,960.00	513.15
Telephone	2,458.14	665.00	10,070.73	7,980.00	2,090.73
Water	155.43	152.00	1,953.87	1,824.00	129.87
<b>Total Utilities</b>	<b>4,281.28</b>	<b>3,102.00</b>	<b>48,473.60</b>	<b>49,704.00</b>	<b>(1,230.40)</b>
<b>Insurance</b>					
Public Liability Insurance	10,881.00	10,882.00	128,434.75	130,573.00	(2,138.25)
Other Liability	1,039.00	1,095.00	12,792.74	13,135.00	(342.26)
<b>Total Insurance</b>	<b>11,920.00</b>	<b>11,977.00</b>	<b>141,227.49</b>	<b>143,708.00</b>	<b>(2,480.51)</b>
<b>Other Expenses</b>					
Dues and Memberships	45.00	87.00	1,398.93	1,000.00	398.93
Tolls and Parking	50.00		175.00		175.00
Training and Meetings	2,340.59	288.00	5,644.37	3,500.00	2,144.37
Grievance Expense		32.00		450.00	(450.00)
Depreciation	36,000.00	36,000.00	432,000.00	432,000.00	
<b>Total Other Expenses</b>	<b>38,435.59</b>	<b>36,407.00</b>	<b>439,218.30</b>	<b>436,950.00</b>	<b>2,268.30</b>
<b>Total Expenses</b>	<b>333,191.93</b>	<b>326,174.00</b>	<b>3,924,548.64</b>	<b>3,870,008.00</b>	<b>54,540.64</b>
<b>Net Income (Loss)</b>	<b>(33,858.55)</b>	<b>(39,198.20)</b>	<b>(396,383.03)</b>	<b>(427,288.96)</b>	<b>30,905.93</b>



School

June 2007

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**Manchester Transit Authority  
Income Statement School  
For the Twelve Months Ending June 30, 2007**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD Budget</u>	<u>YTD Net Change</u>
<b>Student Transportation</b>					
Pupil Contract	\$175,403.69	\$163,098.00	\$1,873,086.41	\$1,957,154.00	(\$84,067.59)
Manchester Skill Center	11,251.92	3,967.00	134,335.47	127,080.00	7,255.47
Special Needs	17,373.00	12,708.00	143,358.30	148,218.00	(4,859.70)
Non-Performance Penalties	(6,300.00)		(6,300.00)		(6,300.00)
Student Tickets		<u>3,600.00</u>	<u>(131.25)</u>	<u>36,000.00</u>	<u>(36,131.25)</u>
<b>Total Student Transportation</b>	<b><u>197,728.61</u></b>	<b><u>183,373.00</u></b>	<b><u>2,144,348.93</u></b>	<b><u>2,268,452.00</u></b>	<b><u>(124,103.07)</u></b>
<b>School Charter</b>					
Student Athletics	2,583.90	4,000.00	126,493.54	125,000.00	1,493.54
Student Fieldtrips	<u>35,897.40</u>	<u>36,000.00</u>	<u>131,485.75</u>	<u>140,000.00</u>	<u>(8,514.25)</u>
<b>Total School Charters</b>	<b><u>38,481.30</u></b>	<b><u>40,000.00</u></b>	<b><u>257,979.29</u></b>	<b><u>265,000.00</u></b>	<b><u>(7,020.71)</u></b>
<b>Other Revenue</b>					
Sale of Vehicles and Equipment	8,325.00		9,575.00		9,575.00
Insurance Repair Reimbursement	25.00		25.00		25.00
Interest Income	690.76	100.00	4,222.12	1,200.00	3,022.12
Other Non-Transp. Revenue	<u>492.72</u>		<u>4,902.34</u>		<u>4,902.34</u>
<b>Total Other Revenue</b>	<b><u>9,533.48</u></b>	<b><u>100.00</u></b>	<b><u>18,724.46</u></b>	<b><u>1,200.00</u></b>	<b><u>17,524.46</u></b>
<b>Total Operational Income</b>	<b>245,743.39</b>	<b>223,473.00</b>	<b>2,421,052.68</b>	<b>2,534,652.00</b>	<b>(113,599.32)</b>
<b>Expenses</b>					
<b>Labor</b>					
School Operator Wages	67,776.69	64,759.00	856,551.56	942,326.00	(85,774.44)
School Operator Overtime Wages	2,354.80	2,017.00	44,765.05	28,860.00	15,905.05
Transit Operator Wages	36.77	508.00	985.97	6,998.00	(6,012.03)
Transit Operator Overtime Wages	1,138.69		1,638.99		1,638.99
Mechanic Wages	7,703.66	9,062.00	108,204.56	104,668.00	3,536.56
Transp. Admin Wages	11,218.91	9,368.00	99,864.46	108,160.00	(8,295.54)
Transp. Admin Overtime Wages	154.62	410.00	3,809.09	4,887.00	(1,077.91)
Maint. Admin Wages	2,570.12	3,215.00	39,115.38	37,142.00	1,973.38
General Admin Wages	3,698.71	4,854.00	46,809.09	56,046.00	(9,236.91)
Gen. Admin Overtime Wages		51.00	105.30	634.00	(528.70)
Payroll Transaction			<u>163.01</u>		<u>163.01</u>
<b>Total Labor</b>	<b>96,652.97</b>	<b>94,244.00</b>	<b>1,202,012.46</b>	<b>1,289,721.00</b>	<b>(87,708.54)</b>
<b>Fringe Benefits</b>					
Health Insurance Expense	(295.20)		(15.21)		(15.21)
Dental Insurance Expense	(76.86)		89.93		89.93
FICA Expense	8,218.36	7,269.00	84,685.62	94,611.00	(9,925.38)
Worker's Compensation	2,761.00	3,003.00	37,912.44	40,096.00	(2,183.56)
School Operator Vacation Wages	522.00	783.00	11,745.00	10,440.00	1,305.00
School Operator Holiday Wages	7,309.49	4,282.00	27,632.55	34,243.00	(6,610.45)
School Uniform Allowance		338.00	808.93	4,100.00	(3,291.07)
Maintenance Uniform Allowance			50.00		50.00
Tool Allowance			381.50		381.50
License Reimbursement	160.00	163.00	1,655.00	2,000.00	(345.00)
Burden Adjustment	<u>13,177.21</u>	<u>15,345.00</u>	<u>156,604.96</u>	<u>183,093.00</u>	<u>(26,488.04)</u>
<b>Total Fringe Benefits</b>	<b>31,776.00</b>	<b>31,183.00</b>	<b>321,550.72</b>	<b>368,583.00</b>	<b>(47,032.28)</b>
<b>Services</b>					

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**Manchester Transit Authority**  
**Income Statement School**  
**For the Twelve Months Ending June 30, 2007**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD</u> <u>Budget</u>	<u>YTD</u> <u>Net Change</u>
Management Consultant	\$11,567.04	\$12,375.00	\$143,430.38	\$148,500.00	(\$5,069.62)
Commissioner Expense	500.00	87.00	1,343.89	1,000.00	343.89
Auditing Expense			2,960.00	8,100.00	(5,140.00)
Legal Expense		663.00	6,324.99	8,000.00	(1,675.01)
Service Bureau	7,352.64	675.00	15,977.02	8,100.00	7,877.02
Security Service	73.80	125.00	1,376.91	1,500.00	(123.09)
Outside Advertising	2,494.80	1,250.00	20,715.01	15,000.00	5,715.01
Driver and Criminal Record	156.00		2,701.00		2,701.00
Drug & Alcohol Testing		913.00	7,400.40	11,000.00	(3,599.60)
Pre-Employment Medical		587.00	4,780.40	7,000.00	(2,219.60)
Janitorial Service and Supplies	1,048.54	662.00	7,410.33	7,900.00	(489.67)
Bank Service Charges		38.00	792.50	500.00	292.50
<b>Total Services</b>	<b>23,192.82</b>	<b>17,375.00</b>	<b>215,212.83</b>	<b>216,600.00</b>	<b>(1,387.17)</b>
<b>Materials and Supplies</b>					
Fuel Operations	16,009.96	14,740.00	203,530.23	198,614.00	4,916.23
Maintenance Parts	6,510.62	4,584.00	58,500.63	61,789.00	(3,288.37)
Tires Expense	388.06	1,287.00	13,627.60	17,363.00	(3,735.40)
Oil and Grease	536.78	257.00	4,295.09	3,460.00	835.09
Maintenance Supplies	275.45	543.00	8,587.60	6,560.00	2,027.60
Body Shop Supplies	244.42	302.00	4,724.87	3,690.00	1,034.87
Hazardous Materials		90.00		1,025.00	(1,025.00)
Outside Parts and Labor		38.00		500.00	(500.00)
Repairs-Building and Grounds	2,028.22	826.00	11,929.32	9,890.00	2,039.32
Repairs-Shop Equipment	240.44	133.00	1,890.61	1,640.00	250.61
Repairs-Radio Equipment		38.00		500.00	(500.00)
Repairs-Office Equipment	67.79	225.00	3,011.55	2,700.00	311.55
Office Supplies	4,331.47	750.00	12,372.37	9,000.00	3,372.37
School Schedules and Tickets		337.00		4,000.00	(4,000.00)
<b>Total Materials and Supplies</b>	<b>30,633.21</b>	<b>24,150.00</b>	<b>322,469.87</b>	<b>320,731.00</b>	<b>1,738.87</b>
<b>Utilities</b>					
Electricity	1,282.44	1,205.00	16,202.81	18,060.00	(1,857.19)
Natural Gas	88.96	100.00	14,406.16	12,040.00	2,366.16
Telephone	2,285.28	498.00	7,052.37	6,020.00	1,032.37
Water	127.17	111.00	1,598.68	1,376.00	222.68
<b>Total Utilities</b>	<b>3,783.85</b>	<b>1,914.00</b>	<b>39,260.02</b>	<b>37,496.00</b>	<b>1,764.02</b>
<b>Insurance</b>					
Public Liability Insurance	14,500.00	14,498.00	167,572.25	173,987.00	(6,414.75)
Other Liability	955.00	921.00	11,828.42	11,008.00	820.42
<b>Total Insurance</b>	<b>15,455.00</b>	<b>15,419.00</b>	<b>179,400.67</b>	<b>184,995.00</b>	<b>(5,594.33)</b>
<b>Other Expenses</b>					
Dues and Memberships	1,367.00	163.00	2,019.22	2,000.00	19.22
Tolls and Parking	48.50		103.50		103.50
Training and Meetings	632.70	375.00	2,965.78	4,500.00	(1,534.22)
Grievance Expense		32.00		450.00	(450.00)
Depreciation	21,000.00	21,000.00	252,000.00	252,000.00	
<b>Total Other Expenses</b>	<b>23,048.20</b>	<b>21,570.00</b>	<b>257,088.50</b>	<b>258,950.00</b>	<b>(1,861.50)</b>
<b>Total Expenses</b>	<b>224,542.05</b>	<b>205,855.00</b>	<b>2,536,995.07</b>	<b>2,677,076.00</b>	<b>(140,080.93)</b>

Manchester Transit Authority  
 Income Statement School  
 For the Twelve Months Ending June 30, 2007

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD Budget</u>	<u>YTD Net Change</u>
Net Income (Loss)	<u>\$21,201.34</u>	<u>\$17,618.00</u>	<u>(\$115,942.39)</u>	<u>(\$142,424.00)</u>	<u>\$26,481.61</u>

J

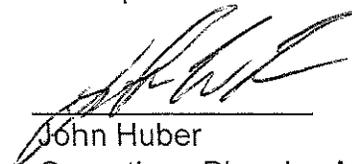
# Commissioners Memorandum



To: Commissioners  
 From: John Huber, Operations Planning Manager  
 Date: July 27, 2007  
 Re: Transit Ridership Report – June 2007

<u>Routes</u>	<u>June</u>		<u>% Change</u>	<u>FYTD</u>		<u>% Change</u>
	2006	2007		FY 2006	FY 2007	
	Weekdays	22	21			
	Saturdays	4	5			
Airport- Route #1	941	944	0.32%	9,690	11,428	17.94%
Lake-Hanover St. Route #2	3,540	3,102	-12.37%	35,683	39,185	9.81%
Goffsfalls Route #3	1,715	1,410	-17.78%	18,637	16,454	-11.71%
Page-Elliot Route #4	2,037	1,913	-6.09%	22,396	23,973	7.04%
Pinard-Bremer Route #5	1,185	1,014	-14.43%	13,553	14,233	5.02%
Gossler-St. Anselm Route #6	2,817	2,753	-2.27%	29,507	32,532	10.25%
VA Hospital Route #7	2,881	2,251	-21.87%	29,238	27,566	-5.72%
So. Willow Route #8	4,148	3,575	-13.81%	44,228	45,620	3.15%
DW Highway-River Rd. Route #9	2,572	1,929	-25.00%	28,022	24,344	-13.13%
Valley-Weston Rd. Route #10	4,234	3,826	-9.64%	42,069	42,485	0.99%
Front St. Route #11	1,927	1,663	-13.70%	22,911	23,041	0.57%
So. Beech Route #12	3,556	3,972	11.70%	36,064	45,654	26.59%
Bedford Mall Route #13	5,381	4,295	-20.18%	50,507	54,593	8.09%
UPass Riders - NHCTC		327		1,248	5,434	
Vista Shuttle	254	250	-1.57%	4,773	3,097	-35.11%
Hannaford Shuttle	437	367	-16.02%	7,117	5,730	-19.49%
Stop & Shop Shuttle		127			1,793	
Weekday Fixed Route Totals	37,721	33,391	-11.48%	397,370	415,769	4.63%
Saturday Fixed Route Totals	3,352	4,252	26.85%	42,014	44,048	4.84%
MTA Specials & Excursions	42	52		241	129	
Fixed Route Weekday Average	1,715	1,590	-7.26%	1,715	1,638	-4.48%
Total Transit Passengers Served	41,115	37,643	-8.44%	439,625	459,817	4.59%
Total StepSaver Passengers Served	889	922	3.71%	10224	11,300	10.52%

The attached graph shows system-wide ridership trends.

  
 John Huber  
 Operations Planning Manager



# City of Manchester New Hampshire

*In the year Two Thousand and Seven*

## A RESOLUTION

“Amending the FY2006 & FY2008 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Twenty Thousand Dollars (\$20,000) for the FY2006 CIP 310306 MCRC Basement Retrofitting 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 2006 & 2008 CIP as contained in the 2006 & 2008 CIP budgets; and

WHEREAS, Table 2 contains all sources of Community Development Block Grant, Emergency Shelter Grant and Home funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to provide additional funding necessary (\$20,000) for the completion of the Manchester Community Resource Center Basement Retrofitting; and

WHEREAS, funds in at least that amount are available from the Neighborhood Pride – Cleanstreets Program;

NOW, THEREFORE, be it resolved that the 2006 & 2008 CIP be amended as follows:

**By decreasing:**

CIP 610208 – Neighborhood Pride – Cleanstreets Program - \$20,000 CDBG  
From \$114,000 (\$75,000 CDBG; \$5,000 Cash; \$34,000 Other) to \$94,000 (\$55,000 CDBG; \$5,000 Cash; \$34,000 Other)

**By increasing:**

CIP 310306 – MCRC Basement Retrofitting Project - \$20,000 CDBG  
From \$88,825 CDBG to \$108,825 CDBG

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



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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Board authorize expenditure of funds in the amount of \$20,000 for the FY2006 CIP 310306 MCRC Basement Retrofitting Project, and for such purpose a resolution and budget authorizations have been submitted.

(Unanimous vote via poll conducted on August 28 & 29, 2007.)

Respectfully submitted,



Clerk of Committee

L

**LeBlond-Kang, Paula**

**From:** Maranto, Samuel  
**Sent:** Tuesday, August 28, 2007 10:15 AM  
**To:** LeBlond-Kang, Paula  
**Subject:** CIP transfer-Community Resource Center Basement Retrofitting ,

Paula, I need the CIP Committee to approve the following with a recommendation to the full Board:

Amend the 2006 & 2008 CIP, transfer and authorize \$20,000 for the 2006 310306 MCRC basement retrofitting;

Decrease CIP 610208 Neighborhood Pride –Cleanstreets- \$20,000 CDBG ( funds available due to receipt of State Workforce Opportunity Council Grant),

Increase CIP310306 MCRC Basement Retrofitting-\$20,000 –from \$88,825 CDBG to \$108,825 CDBG

Scenario, --- rebid of project still resulted in an over budget project shortfall of \$30,000+/- situation, despite value engineering efforts by Public Facilities Staff and architectural consultant CMK. MCRC will come up with the approximate \$10,000 required to go along with the requested additional \$20,00 allocation by the City.

Bidder will hold bid until early September,

Thanks

**Board of Aldermen**  
**Yeas and Nays**

Upon CIP POU  
MCRC Basement Retrofit  
Aug 28, 2007

Aldermen	Yea	Nay	Absent	Pass
Ward 1 - Roy				
Ward 2 - Gatsas	✓			
Ward 3 - Long				
Ward 4 - Duval	✓			
Ward 5 - Osborne	✓			
Ward 6 - Pinard				
At Large - O'Neil	✓			
At Large - Lopez				
Ward 7 - Shea				
Ward 8 - DeVries				
Ward 9 - Garrity	✓			
Ward 10 - Smith				
Ward 11 - Thibault				
Ward 12 - Forest				
<b>TOTAL:</b>				

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

The Special Committee on Riverfront Activities and Baseball respectfully advises, after due and careful consideration, that it has accepted the proposed renovation to the left field picnic area by the NH Fisher Cats at MerchantsAuto.com Stadium as presented, subject to meeting proper permitting conditions.

*(Unanimous vote)*

Respectfully submitted,



Clerk of Committee





NEW HAMPSHIRE FISHER CATS  
AA Affiliate of the Toronto Blue Jays

August 15, 2007

The Honorable Michael Lopez, Alderman at-Large  
Chairman, Special Committee on Riverfront Activities and Baseball  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

**REFERENCE: Renovation to left field picnic area**

Dear Alderman Lopez:

As another season comes to a close for the Fisher Cats, the team would like to inform your committee of some changes that we would like to make at the stadium.

We strive to make the ballpark experience an enjoyable one for our fans. We are continually designing new and innovative ways to make the baseball outing fun and entertaining.

One project that we would like to complete this fall is to convert the upper left field picnic area into an enclosed lounge area. As you may be aware, this type of amenity is becoming very popular in stadiums such as the right field roof pavilion at Fenway. This will allow us to offer yet another type of fan experience at the ballpark.

I've enclosed a few preliminary plans for your review. We have submitted a complete set of design documents to the city building department for permitting. We hope you like the design and look forward to having you in the lounge next season.

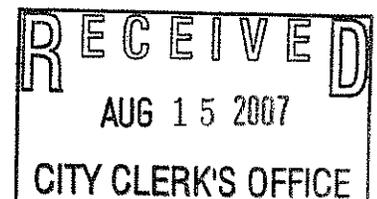
I will be happy to answer any of the committee's questions regarding the renovations.

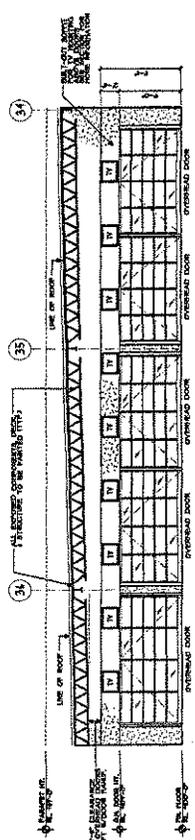
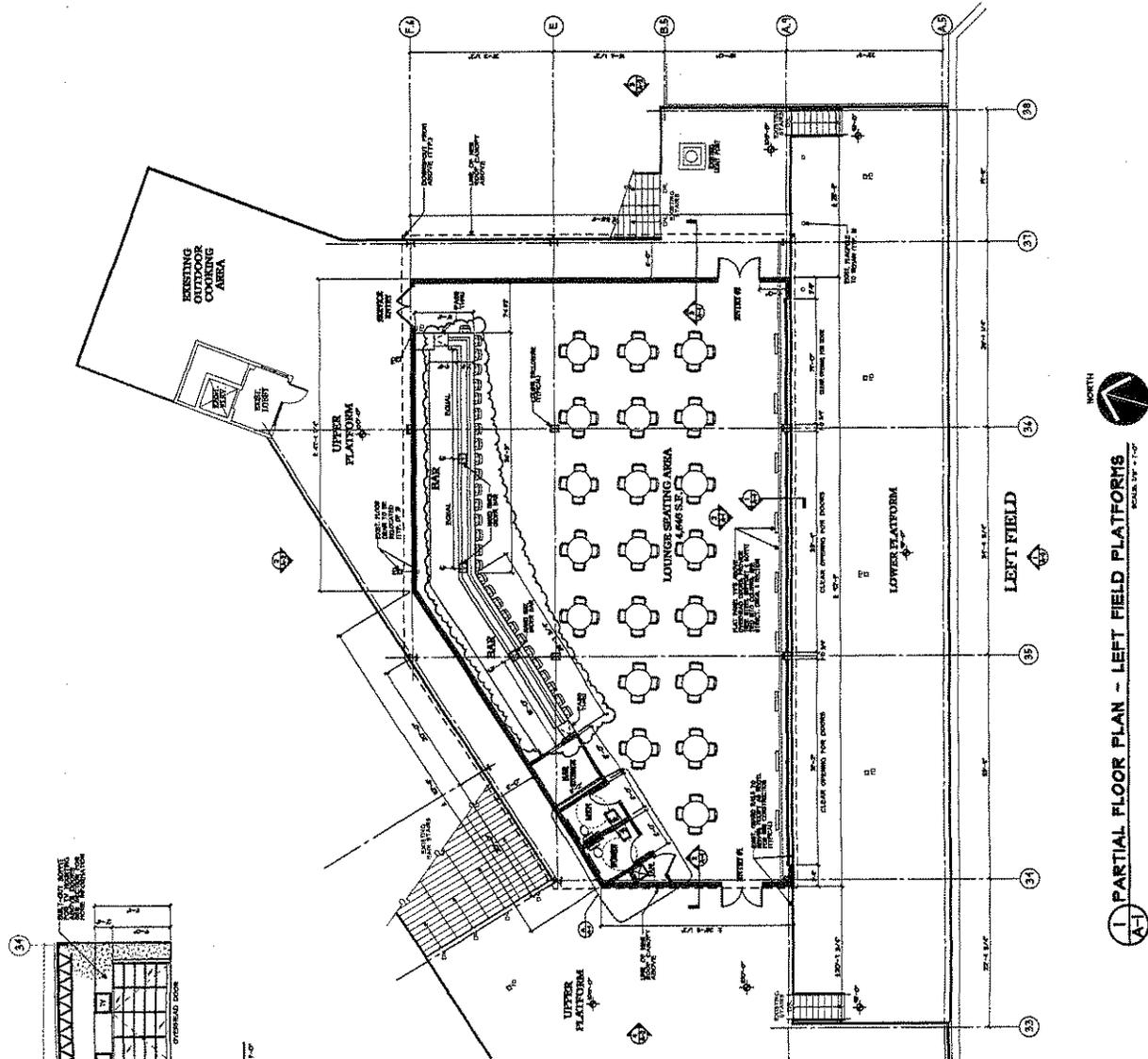
Thank you for your continued support of the NH Fisher Cats. See you at the ballpark.

Sincerely,

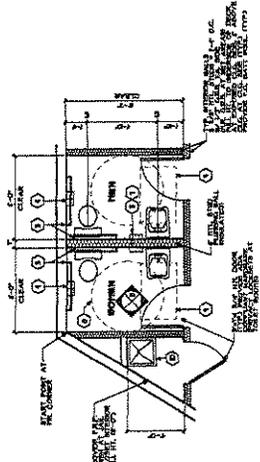
A handwritten signature in black ink, appearing to read 'R. Brenner', written over a horizontal line.

NH Fisher Cats  
Rick Brenner  
President & General Manager

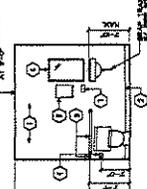




**2 INTERIOR ELEVATION AT FIELD WALL**  
 SCALE: 1/4" = 1'-0"



**A ENLARGED PLAN AT TOILET ROOMS**  
 SCALE: 1/4" = 1'-0"



**B TYPICAL TOILET ROOM ELEVATION**  
 SCALE: 1/4" = 1'-0"

- KEYED NOTES**
1. 1/2" WOOD, REINFORCED GYPSUM BOARD FINISH
  2. 1/2" WOOD, REINFORCED GYPSUM BOARD FINISH
  3. 1/2" WOOD, REINFORCED GYPSUM BOARD FINISH
  4. 1/2" WOOD, REINFORCED GYPSUM BOARD FINISH
  5. 1/2" WOOD, REINFORCED GYPSUM BOARD FINISH
  6. 1/2" WOOD, REINFORCED GYPSUM BOARD FINISH
- GENERAL NOTES**
1. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE NATIONAL BUILDING CODES AND ALL LOCAL ORDINANCES.
  2. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE AND ALL LOCAL ORDINANCES.
  3. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE NATIONAL MECHANICAL CODES AND ALL LOCAL ORDINANCES.
  4. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE NATIONAL PLUMBING CODES AND ALL LOCAL ORDINANCES.
  5. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) HAZARDOUS MATERIALS HANDBOOK AND ALL LOCAL ORDINANCES.
  6. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE NATIONAL SAFETY COUNCIL (NSC) SAFETY STANDARDS AND ALL LOCAL ORDINANCES.
  7. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) HAZARDOUS MATERIALS HANDBOOK AND ALL LOCAL ORDINANCES.
  8. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE NATIONAL SAFETY COUNCIL (NSC) SAFETY STANDARDS AND ALL LOCAL ORDINANCES.
  9. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) HAZARDOUS MATERIALS HANDBOOK AND ALL LOCAL ORDINANCES.
  10. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE NATIONAL SAFETY COUNCIL (NSC) SAFETY STANDARDS AND ALL LOCAL ORDINANCES.



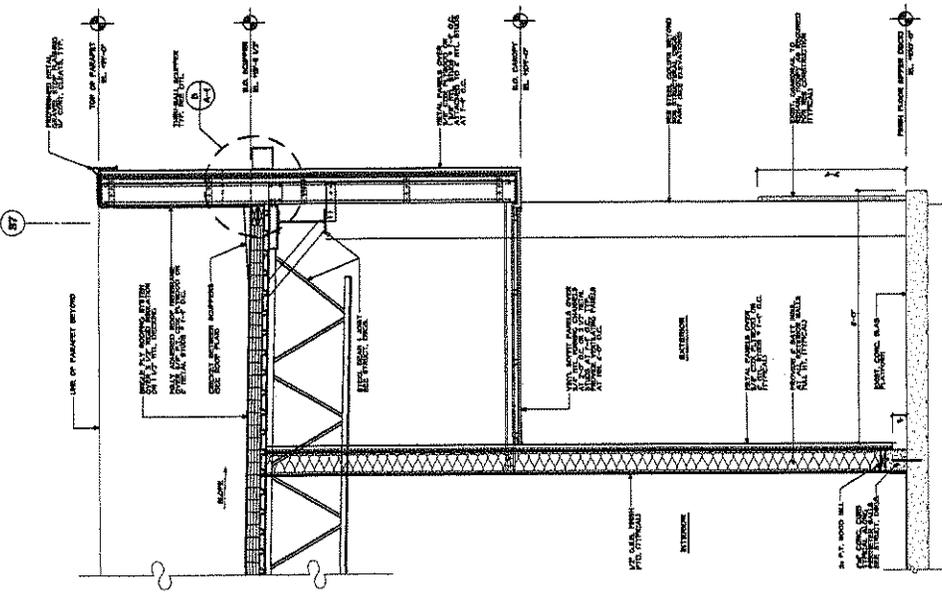
**1 PARTIAL FLOOR PLAN - LEFT FIELD PLATFORMS**  
 SCALE: 1/4" = 1'-0"

M

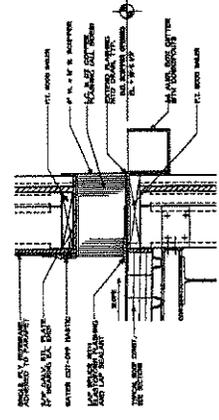




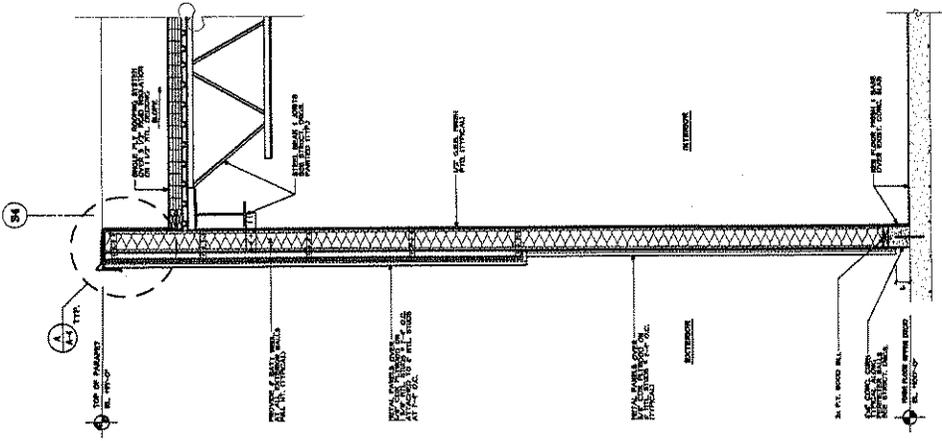
1	DATE	1/27/17	PROJECT - FISHER ST
2	DATE	1/27/17	DESCRIPTION
3	DATE	1/27/17	DESIGNER
4	DATE	1/27/17	DATE CHANGED
5	DATE	1/27/17	DATE CHANGED
6	DATE	1/27/17	DATE CHANGED
7	DATE	1/27/17	DATE CHANGED
8	DATE	1/27/17	DATE CHANGED
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15	DATE	1/27/17	DATE CHANGED
16	DATE	1/27/17	DATE CHANGED
17	DATE	1/27/17	DATE CHANGED
18	DATE	1/27/17	DATE CHANGED
19	DATE	1/27/17	DATE CHANGED
20	DATE	1/27/17	DATE CHANGED



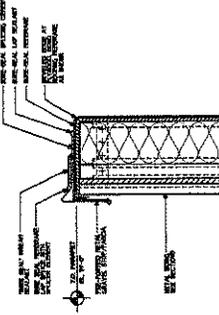
**3 WALL SECTION AT LOW END**  
 SCALE: 1/2"=1'-0"



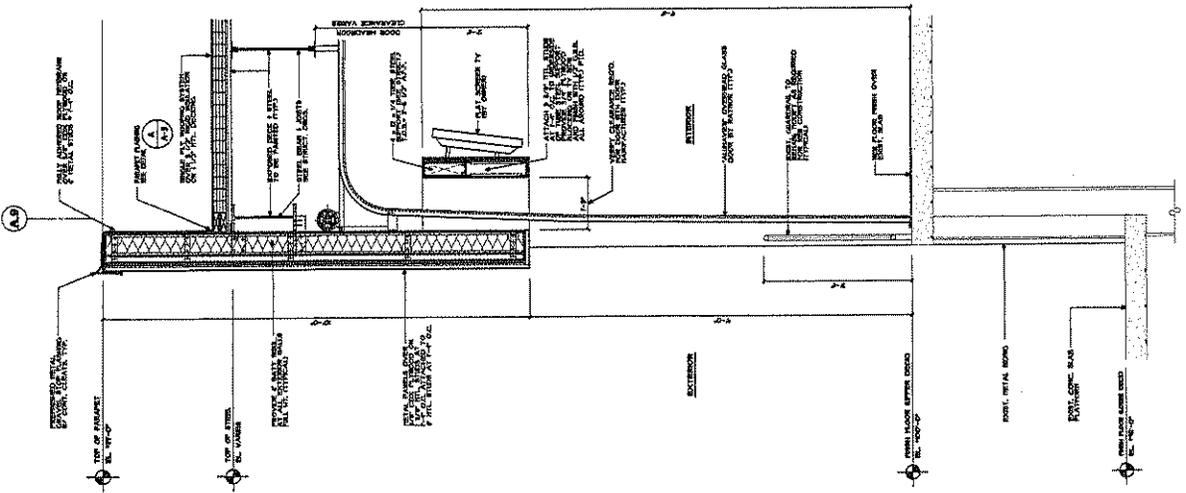
**B THRU-WALL SCUPPER DETAIL**  
 SCALE: 1/2"=1'-0"



**2 WALL SECTION AT HIGH END**  
 SCALE: 1/2"=1'-0"



**A PARAPET DETAIL**  
 SCALE: 1/2"=1'-0"



**1 WALL SECTION AT OPEN SIDE**  
 SCALE: 1/2"=1'-0"

M



# City of Manchester

Office of the Mayor  
Hon. Frank C. Guinta

August 7, 2007

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

Re: Nominations

Dear Members of the Board:

Pursuant to Section 3.14 (b) of the City Charter, please find below the following nominations:

(1) Bruce Thomas to fill a vacancy as the management representative of the Safety Review Board, term to expire July 7, 2010;

n. & Conf. 8/7/07 (2) Laura Smith Emmick, MD to succeed herself as a member of the Board of Health, term to expire July 1, 2010;

n. & Conf. 8/7/07 (3) M. Mary Mongan to succeed herself as a member of the Board of Health, term to expire July 1, 2010;

n. & Conf. 8/7/07 (4) Michael Landry to succeed David Eaton (resignation) as a member of the Planning Board, term to expire May 1, 2010;

(5) John "Jack" Brady to succeed Michael Landry as an alternate member of the Planning Board, term to expire May 1, 2010;

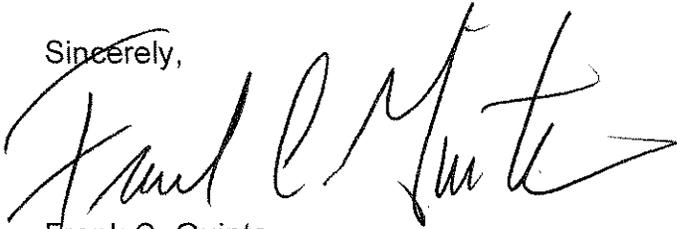
(6) Stephen Patterson, Esq. to fill a vacancy as a member of the Revolving Loan Fund, term to expire June 1, 2010;

(7) Ovide M. Lamontagne, Esq. to fill a vacancy as a member of the Revolving Loan Fund, term to expire June 1, 2010.

5-7

These nominations will layover to the next meeting of the Board pursuant to Rule 20 of the Board of Mayor & Aldermen. Your consideration of these nominees is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank C. Guinta". The signature is fluid and cursive, with a long horizontal stroke at the end.

Frank C. Guinta  
Mayor

1. **District Council (DISCO)** for City of Manchester, NH 1980-1983  
The District Council reviews and works to re-certify staff members of the Manchester Public Schools.
2. **City Welfare Department Citizens Advisory Board:** 1982-1984 Selected by Commissioner of City Welfare, Leo Bernier to serve on this board.
3. Appointed as alternate to **Zoning Board of Adjustment:** 1984
4. Appointed to **Zoning Board of Adjustment:** 1987 for 5 year term
5. Reappointed to **Zoning Board of Adjustment:** 1992 for 5 year term
6. Reappointed to **Zoning Board of Adjustment:** 1997 three year term
7. Reappointed to **Zoning Board of Adjustment:** three year term 2000-2003
8. Chairman **Manchester Zoning Board of Adjustment:** 2000-2002
9. **Deputy Registrar City of Manchester, NH:** 1999 to present
10. Board Member, **Manchester Development Corporation:** 2005-2008
11. Appointed to the **New Hampshire Citizens Commission of the State Courts** by Chief Justice John T. Broderick, Jr, 2005
12. Presented "Key to the City of Manchester, NH" by Mayor Robert A. Baines, Mayor, October, 5 2005

John J. (Jack) Brady  
65 South Hall Street  
Manchester, NH 03103  
603-669-8939  
603-785-7575 -Cell

## **OVIDE M. LAMONTAGNE**

### **BIOGRAPHY**

Ovide Lamontagne is a shareholder with the law firm of Devine, Millimet and Branch, Professional Association. Mr. Lamontagne is a New Hampshire native and a graduate of Trinity High School (1975). He received his Bachelor of Arts degree from The Catholic University of America (1979). After teaching high school social studies for three years, he received his law degree from the University of Wyoming College of Law (1985).

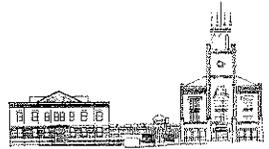
Mr. Lamontagne returned to New Hampshire in 1986 after clerking for the Honorable James E. Barrett, United States Court of Appeals for the 10th Circuit. He has focused his practice in litigation and developed an expertise in commercial litigation. During his legal career, Mr. Lamontagne has served as legal counsel for the New Hampshire State Senate during the 1991 Legislative Session and was Chairman of the New Hampshire State Board of Education 1993 through 1996.

Mr. Lamontagne is active in the community and serves on many civic and charitable boards. He is currently serving as Vice Chairman of St. Mary's Bank Credit Union, Chairman of the Daniel Webster Council - Boy Scouts of America, the Major Gifts Committee of the Easter Seals Society of New Hampshire, Director of the Catholic Lawyers' Guild, and the Bishop's Charitable Assistance Fund. He has served as past President of the Franco-American Center, past Director of ACA Assurance, Easter Seals Society of New Hampshire, CASA of New Hampshire, Manchester Crimeline, Inc. and the Mayhew Program. He is also past Honorary Consul of France to New Hampshire.



# CITY OF MANCHESTER

## Board of Aldermen



Memo To: Board of Mayor and Aldermen

From: Ed Osborne  
Alderman, Ward 5

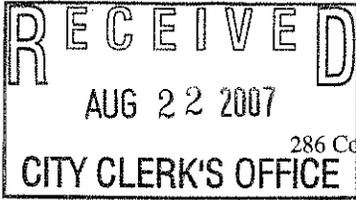
Date: August 16, 2007

Re: Referendum Question for November Ballot  
(Federal Halfway House)

The issue of locating a halfway house for federal prisoners is a big one for the citizens of Manchester. I feel it is important to let the people's voice be heard. The best way for that to happen is to allow people to vote as an expression of their feelings on the matter. I am asking that Board of Mayor and Aldermen to order a non-binding referendum question to be placed on the November 2007 General Municipal Election Ballot to be worded as follows:

“ARE YOU OPPOSED TO HAVING A HALFWAY HOUSE FOR FEDERAL PRISONERS LOCATED IN THE CITY OF MANCHESTER?”

It is my hope that the Mayor and All Aldermen will be in favor of letting the people express their opinion on this important matter.



**MANCHESTER SCHOOL DISTRICT  
SCHOOL ADMINISTRATION UNIT NO. 37**

286 Commercial Street, Manchester, NH 03101 • Tel: 603.624.6300 • Fax: 603.624.6337

**Michael Ludwell, Ph.D.**  
Superintendent of Schools

**Henry J. Aliberti Jr., Ed.D.**  
Assistant Superintendent  
Elementary Education

**Karen DeFrancis**  
Business Administrator

**Karen G. Burkush**  
Assistant Superintendent  
Student Services

August 21, 2007

Ms. Carol Johnson  
Deputy City Clerk  
One City Hall Plaza  
Manchester, NH 03101

Dear Ms. Johnson,

Ms. DeFrancis and I will not be able to attend the Board of Mayor and Aldermen meeting on September 4, 2007. Due to the holiday on September 3<sup>rd</sup>, our Finance Committee meeting has been scheduled for September 4<sup>th</sup>.

As stated in our previous letter, we are working on a Health Insurance Request for Proposal and anticipate issuing it over the next two months for review and consideration during the fiscal year 2009 budget process.

Sincerely,

*Michael Ludwell*

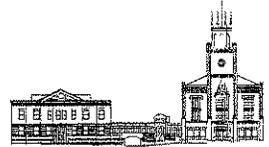
Michael Ludwell, Ph.D.  
Superintendent

Cc: Board of School Committee



# 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: Dr. Michael Ludwell, Superintendent  
Manchester School District

From: C. Johnson  
Deputy City Clerk

Date: August 9, 2007

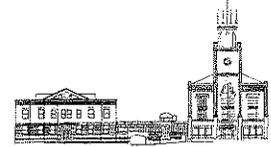
Re: Health Insurance

Please be advised that in action taken by the Board of Mayor and Aldermen at a meeting held on August 7, 2007, it was voted to table the discussion relating to the above-referenced.

The Board has requested your presence at the September 4, 2007 meeting at 7:30 PM in the Aldermanic Chambers in order to address this matter.



# CITY OF MANCHESTER Board of Aldermen



July 27, 2007

Dr. Michael Ludwell  
Superintendent of Schools  
Manchester School District  
286 Commercial Street  
Manchester, New Hampshire

Re: Health Insurance

Dear Dr. Ludwell:

The City has seen excellent financial benefits from putting the health insurance out to bid. I was wondering if the School District has considered putting your health insurance out to bid?

Would it be possible for you or Ms. DeFrancis to attend the next Board of Aldermen meeting to discuss this important issue? Please contact Carol Johnson or Paula LeBlond Kang in the City Clerk's Office to let them know whether or not you or Ms. DeFrancis will be able to attend the Board meeting that is scheduled for Tuesday, August 7, 2007 to discuss this important matter.

Thank you for your anticipated cooperation.

Sincerely,

**IN BOARD OF MAYOR & ALDERMEN**

**DATE:** August 7, 2007

**ON MOTION OF ALD.** Gatsas

**SECONDED BY ALD.** Osborne

**VOTED TO** table

*Request attention at next meeting*  
*Johnson*  
**CITY CLERK**  
*Stewart*

Ted Gatsas  
Alderman

15



**MANCHESTER SCHOOL DISTRICT  
SCHOOL ADMINISTRATION UNIT NO. 37**

286 Commercial Street, Manchester, NH 03101 • Tel: 603.624.6300 • Fax: 603.624.6337

**Michael Ludwell, Ph.D.**  
Superintendent of Schools

**Henry J. Aliberti Jr., Ed.D.**  
Assistant Superintendent  
Elementary Education

**Karen DeFrancis**  
Business Administrator

**Karen G. Burkush**  
Assistant Superintendent  
Student Services

August 6, 2007

Alderman Gatsas  
City of Manchester  
Board of Aldermen  
One City Hall Plaza  
Manchester, NH 03101

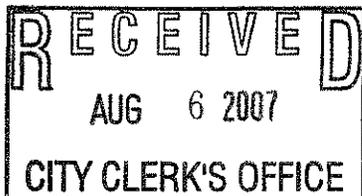
Dear Alderman Gatsas,

Due to scheduling conflicts, the Superintendent and I will not be available to attend the Board of Mayor and Aldermen meeting on August 7, 2007. However, we would like the Mayor and Aldermen to know that we are planning on putting the health insurance out to bid in the near future for review and consideration during the fiscal year 2009 budget process. Bill Sanders has provided us with the document the City used during its bid process and we are working with that document to issue our Request for Proposal.

Sincerely,

Karen DeFrancis  
Business Administrator

Cc: Board of School Committee  
Dr. Michael Ludwell, Superintendent



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# CITY OF MANCHESTER

## Human Resources Department

One City Hall Plaza  
Manchester, New Hampshire 03101  
Tel: (603) 624-6543 (V/TTY) • Fax: (603) 628-6065  
www.ManchesterNH.gov



August 16, 2007

The Honorable Board of Mayor  
And Aldermen  
City of Manchester  
One City Hall Plaza  
Manchester, New Hampshire

Dear Mayor Guinta and the Board of Aldermen:

At the last meeting of the Board of Aldermen, Alderman O'Neil indicated that he has heard that there are changes to the level of health insurance benefits since we changed to CIGNA. I would like to assure the Board as well as all individuals who are covered by our health insurance, that the level of benefits is the same and in certain instances, the benefits have increased.

In the *City Matters* newsletter as well as in our presentations to employees and retirees, the improvements in the plans were outlined and discussed. In addition to that, all covered individuals were asked to contact Human Resources if they were having any transition problems. To date, we have heard from several employees as well as retirees and all of their concerns/problems have been resolved. As in the past, as well as the present, there are always issues with health insurance. Employees and retirees call the Benefits Coordinator or myself to have them resolved.

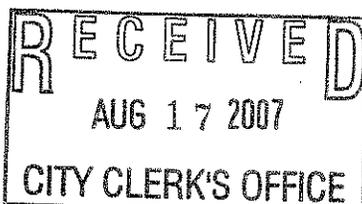
I would request that the Board allow the transition process to continue and wait to have a representative of CIGNA be present at a Board meeting. Thus far, CIGNA has been very cooperative and has made it their mission to ensure that the program is a success. If that is not the will of the Board, then I will invite representatives of CIGNA to the October meeting when I will be present.

I am attaching a copy of the article from the employee newsletter which outlines the improvements in the coverage for your review and information. I would also ask that if an employee or retiree contacts you with any questions or concerns regarding his/her benefits, that you refer that person to this office for resolution.

Thank you for your consideration and support.

Sincerely,

Virginia A. Lamberton  
Human Resources Director



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# Health Insurance Transition

Effective July 1, 2007, your health insurance provider will be CIGNA. The benefits that you currently enjoy with Anthem Blue Choice or Anthem Mathew Thornton will continue with CIGNA. There will be some enhancements in your coverage as follows:

## HMO Plan

The name of your plan will now be CIGNA HMO

Provider Network: Your Anthem provider network has been provided by New Hampshire doctors, hospitals and other licensed individuals. Your new network will include providers in Maine, Vermont, New Hampshire, Mass. and RI. You may choose a PCP in any of these states who is in the network. With a referral from your PCP, you will be able to go to specialists and hospitals in all five states.

Chiropractic Services: You currently may self refer yourself to a Chiropractor up to 12 times a calendar year. With CIGNA, you may go 20 times a calendar year.

Vision Care: Under your current plan, you may go for an eye exam every two years. Under CIGNA, you will be able to go for an exam once every twelve months. You will also receive reimbursements toward the purchase of lenses, contacts and frames.

## Point of Service Plan

The name of your health insurance coverage will be CIGNA POS.

Provider Network: Currently you may go to your primary care physician (PCP) for a \$15 co-pay for an office visit. You may currently refer yourself to a specialist for a \$30 co-pay for an office visit. Under CIGNA, you will be able to refer yourself to a network specialist and only pay a \$15 co-pay.

Chiropractic Services: You currently may self refer to a Chiropractor up to twelve times a calendar year. You will now have 20 visits each calendar year.

Vision Care: Under Anthem, you can have an eye exam once every two years. Under CIGNA you will be able to have an eye exam every twelve months. Your reimbursement for eye wear is also increased.

## Guest Privileges

Both plans with CIGNA provide for you or your college eligible children to get a Guest Privilege card if you are going out of the local network for a period of time or if you are retiring to another part of the country. This essentially allows you or your college student to have a PCP as well as other providers where he/she is attending college or where you retire. After July 1, 2007, contact CIGNA customer service to find out more information.

## Fitness Reimbursement

You will still be eligible to receive up to \$200 per calendar year for fitness reimbursement. If you are using the Anthem form now, continue to do so. If you start your fitness program after July 1, 2007, CIGNA forms will be available.

## Health Insurance ID Cards

New ID cards will be sent to your home address the last week in June. Please watch carefully for the card(s). The card(s) will be in a plain white envelope so please be careful.

Please contact Human Resources if you have any questions or concerns. We will make sure that any problems are corrected appropriately.



S U M M E R

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# CITY OF MANCHESTER

## Board of Aldermen



Mem - sit w/ Ginny!  
Ltr. to  
Cigna

August 7, 2007

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



Ginny on Monday

Dear Colleagues:

It has been brought to my attention that there may be some issues with the change to CIGNA health care. Issues have been brought to my attention from various sources such as two separate departmental employees, a health care provider and City retirees as it relates to their supplemental insurance.

I would ask my colleagues that representatives of CIGNA be requested to attend our next regularly scheduled meeting on September 4<sup>th</sup>.

Sincerely,

*Daniel P. O'Neil*  
*DPO*

Daniel P. O'Neil  
Alderman At-Large

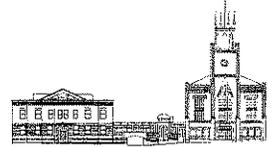
pc: Human Resources Director  
City Solicitor  
CIGNA

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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 Piecuch  
Deputy Clerk  
Financial Administration

August 15, 2007

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

Dear Honorable Board Members:

RSA 659:4 requires that the Board of Mayor and Aldermen "determine the polling hours no later than 30 days prior" to the election.

I am requesting the Board set the polling hours for the Municipal General Election scheduled for Tuesday, November 6, 2007, from 6:00 AM until 7:00 PM.

Your favorable consideration would be greatly appreciated.

Thank you.

Sincerely,

Leo R. Bernier  
City Clerk

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# CITY OF MANCHESTER

## Office of the City Clerk



August 20, 2007

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

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

Re: Return of Warrant for Non-Renewal of Dog Licenses Pursuant to RSA 466:16

Honorable Members:

Please consider this letter as a return of the Warrant for Non-Renewal of Dog Licenses pursuant to RSA 466:16 submitted on behalf of the Chief of Police, John Jaskolka.

This office has provided the administrative services in pursuing the forfeiture fees, licensing of dogs, and preparation of summons pursuant to law on behalf of the Police Department. As of this date I wish to return the warrant with the following report.

# Owners sent notices of failure to license dog(s)	1226
#Dogs licensed	540
# Owners who paid Civil Forfeiture	461
#Owners removed from warrant (dog deceased, moved away, etc)	218
#Summons and hand notice in process for police delivery	450

Sincerely,

  
Carol A. Johnson  
Deputy City Clerk

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**COMMERCIAL LEASE**

[165 Kelley Street, Manchester, New Hampshire 03102]

This indenture made the        day of        , 2007, by and between **MB3 REALTY, LLC**, a New Hampshire limited liability company of 26 Deerwood Drive, Milford, Hillsborough County, New Hampshire 03055, hereinafter called the **LESSOR**, which expression shall include its successors and assigns, and **CITY OF MANCHESTER POLICE DEPARTMENT** hereinafter called the **LESSEE**, which expression shall include successors, assigns, heirs, executors and administrators.

**WITNESS THIS AGREEMENT**

**Article 1**

**LEASED PREMISES, TERM, BASE RENTAL,  
LATE CHARGE, PROPERTY CONDITION**

**1.1 LEASED PREMISES.** That in consideration of the covenants and agreements herein contained on the part of the Lessee to be observed and performed, the Lessor does hereby lease and demise unto the Lessee and the Lessee does hereby take, lease and hire from the Lessor the premises in City of Manchester, County of Hillsborough and State of New Hampshire, known as and described as follows:

**500 +/- square feet of space situated on the First Floor of the Building located at Kelley Street, Manchester, Hillsborough County, New Hampshire; being a portion of the premises lot as described in deed recorded in Hillsborough County Registry of Deeds at Book        , Page        (hereinafter, "Premises")**

No basement use nor on-site parking is included.

## **1.2 PROPERTY CONDITION, LESSOR'S LIABILITY, and INDEMNIFICATION.**

Lessee has examined the leased premises, and, subject to Lessor's obligations under § 2.11.2, below, accepts the Premises "AS IS." Lessor shall not be liable to Lessee for any damage to Lessee's person or property or to Lessee's agents, employees, guests, or invitees other than for Lessor's negligence, and the Lessee agrees to indemnify and to save Lessor harmless from all claims of any nature, pursuant to Paragraph 10.1, hereunder, including, without limitation, any claims against Lessor arising from the "fit-up" of the Premises conducted or done by Lessee.

Unless otherwise stated herein, all fit-up, improvements to, and upgrades of the Premises shall be at Lessee's sole expense.

## **1.3 TERM.**

**1.3.1 COMMENCEMENT DATE.** Provided Lessor has completed its fit-up obligations pursuant to this lease, the **Commencement Date** of this lease shall be seven (7) days after Lessor has completed its "fit-up" requirements under § 2.11.2. Thereafter, Lessee shall have and to hold the Premises, its successors and assigns, for the term of Three (3) years, commencing on the Commencement Date, and ending at 11:59 p.m. on that date which is Three (3) years later.

**1.3.2 POSSESSION.** Lessee shall deliver **possession** of the leased premises to the Lessor at the expiration or termination of this lease in at least the same condition as it was at the commencement of the lease, reasonable wear and tear excepted. Lessee shall have no rights in the leased premises thereafter, other than what may be obtained

through exercise of option to renew contained in Paragraph 1.9, and shall be a tenant at sufferance if it remains in possession of the leased premises after any expiration date. Acceptance of rent after the expiration of this lease shall not be considered a renewal of this lease.

**1.4 RENT PAYMENT SCHEDULE.** LESSEE shall owe and pay a Rent during the initial term as follows:

<b>Year 1:</b>	\$ 833.33 per month
<b>Year 2:</b>	\$833.33 per month
<b>Year 3:</b>	\$833.33 per month

Total Rent charged and due for the initial 3-year term is: THIRTY THOUSAND DOLLARS (30,000.00).

The Rent does not include Tenant's premises utility costs. Tenant is directly responsible for its utility expenses for lights, plugs, & HVAC, as well as for normal maintenance, non-capital repair and servicing of the plumbing, electrical, lighting, flooring, paint, ceiling tiles and HVAC system. Tenant is also responsible for its premises' janitorial costs and for its premises' trash removal costs.

**1.5 TIME OF RENT PAYMENT.** Rent shall be paid by Lessee on or before the first day of the month at the office of the Lessor, whose address is as indicated above, or any other place as Lessor may designate. Time is of the essence for payment of any and all rent due.

**1.6 LATE CHARGE.** Time is of the essence in this lease, and, consequently, rents and other charge due from Lessee are due on their due date. A late charge of \$150.00 shall be

charged and payable per month for any month some or all of any sum due to Lessor is not paid after the 7<sup>th</sup> day of when due.

**1.7 POSSESSION and COMMENCEMENT DATE.** Lessee is not in possession of the premises as of the date of execution of this lease. Lessor, nonetheless, agrees that for purposes of measuring the term(s) of this lease, the Commencement Date shall be as stated in § 1.3.1, above.

## **Article 2**

### **LESSEE'S COVENANTS AND OBLIGATIONS**

The Lessee for itself, its successors and assigns, does hereby covenant with the Lessor, their heirs, executors, administrators and assigns as follows:

**2.1 RENT.** That the Lessee shall pay the Rent at the times and in the manner aforesaid. If the Commencement Date does not fall on the first day of the month, the first month's rent shall be prorated, except as otherwise determined herein.

**2.2 USE OF PREMISES.** That the premises shall be used for a police department substation.

**2.3 LESSEE'S ADDITIONAL COSTS.** Unless otherwise stated herein and in ¶ 2.11.2, below, Lessee shall pay for all costs to improve or update or renovate or upgrade the Premises to meet the requirements of its use of the Premises, which improvements shall become a part of the Premises, subject to removal at lease termination upon the written request of Lessor.

**2.4 ADDITIONAL RENT.** Lessee shall pay as "additional rent" such additional rent as referenced herein, including, without limitation, the additional rent referenced in Sections 2.9 (d) and (g), and 8.1 (f) below.

**2.5 UTILITIES.** The Lessee agrees to promptly pay for its TELEPHONE, CABLE, INTERNET, HEAT, OIL, GAS, FUEL, ELECTRICITY, and any other utility it uses.

**2.6 FIRE INSURANCE AND EXTENDED COVERAGE.** Intentionally omitted.

**2.7 LIABILITY INSURANCE.** Lessee maintains a Self-Insured, Self-Funded Program and retains outside claim service administration.

The Limits of Liability are as follows:

GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	\$275,000
	Each Occurrence	\$925,000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	\$275,000
	Each Occurrence	\$925,000
WORKER'S COMPENSATION	Statutory Limits	

This program shall be maintained and be in effect for the term of this lease. It shall be evidenced by a certificate of coverage issued by the Risk Manager.

**2.8 PLATE CLASS INSURANCE.** N/A

**2.9 GENERAL INSURANCE PROVISIONS.** Intentionally omitted.

**2.10.1 SNOW, ICE and TRASH REMOVAL, and GROUNDS MAINTENANCE.**

- (a) Lessee will be responsible for reasonably removing, at its sole cost, snow and ice from sidewalks and walkways servicing the immediate entrances into the Premises. Lessee shall also be responsible for and obligated to use ice melt or like chemical, and to salt or sand these areas as needed on a reasonable basis and to otherwise take reasonable actions to render these areas reasonably safe during inclement weather.
- (b) Lessee shall also be responsible, at its sole cost, for removing its trash on, at least, a weekly basis. Lessor shall provide outside trash containers (as needed or as requested by the Lessor or by the City of Manchester) and Lessee shall keep and

maintain it/them in such outside area as designated by Lessor. Lessor reserves the right to reasonably change the designated location of the trash containers upon reasonable written notice to Lessee. No litter, trash, boxes or debris shall be kept outside of the trash containers.

(c) Lessee shall also be responsible, for general policing and minor upkeep of the grounds immediately adjacent to the entrances and walkways of the Premises.

i. **MAINTENANCE OF THE BUILDING IN WHICH THE PREMISES IS LOCATED.**

(a) Subject to the limitations of subparagraph (b), (c) and (d) below, Lessor shall be responsible, at its sole cost, to maintain the building's structure, roof, and exterior (to the extent not changed or modified by Lessee), including providing electric service, hook-ups to city water and city sewer, and making capital replacement and repair of the buildings structure, and, to if installed by Lessor under § 2.11.2, below, the electric service, plumbing fixtures and bathroom facilities and service, and HVAC system.

(b) Notwithstanding subparagraph (a), above, Lessor shall not be responsible for any repair or replacement necessitated by the act or omission of Lessee, its employees, agents, invitees, students or guests, which same shall be and remain the exclusive responsibility of Lessee. Failure to repair or replace or to pay for the cost to repair or replace (as needed) any such damage, upon thirty (30) day written demand by Lessor shall be grounds for eviction. Provided Lessor has given Lessee copies of written service requirements for the leased premises' HVAC system, electric service, plumbing and bathroom facilities and fixtures, and provided such normal service requirements cost no more than \$300.00 per year for the HVAC system and no more

than \$200.00 per year for the other systems, Lessee shall be responsible for the normal service, repair, and maintenance of such systems, including manufacturer or installer recommended maintenance and changes of filters, lube, etc. Lessee shall be responsible for the maintenance and repair of the flooring, paint, doors and their hardware.

(c) In addition to its obligations under subparagraph (b), above, Lessee shall also be solely responsible for the capital repair or capital replacement of any part of: the Premises' plate glass and windows, doors, and/or any other part of the Premises or building housing the Premises or the grounds which are damaged by Lessee or by its employee, agents, guests or invitees. Failure to repair or replace or to pay for the cost to repair or replace (as needed) any such damage, upon thirty (30) day written demand by Lessor shall be grounds for eviction.

**2.11.1 CODE COMPLIANCE AND FIT-UP COSTS.** Lessee, at its sole cost and expense, but subject to Lessor's fit-up contribution as described in Paragraph 2.11.2, below, shall be responsible for all fit-up, renovation, improvements as needed or required to approval conditions, State and local requirements, and compliance with building, health and safety code requirements, and all costs of set-up and renovation of the Premises to render the Premises suitable for Lessee's use, including, without limitation, all fit-up, renovation, additions, changes, and augmentation of the leased premises and its electric, plumbing, HVAC and mechanicals not the Lessor's responsibility under Paragraph 2.11.2. All work shall be done by licensed crafts after first obtaining the necessary permits and approvals; said permits and approvals to be obtained at Lessee's sole cost and expense. By virtue hereof, Lessee

indemnifies Lessor and holds it harmless for and against all claims, damages, causes of action, lawsuits, cease and desists orders (and resultant loss of income therefrom), and sums paid or incurred (including reasonable attorney fees and court costs) arising from Lessee's failure to comply with this section. This indemnity and hold harmless provision, further, shall survive the expiration of this lease.

**i. LESSOR'S FIT-UP.** Lessor, at its sole cost and expense, shall provide the following fit-up to the Premises:

- (a) gut premises to studding, and rewire and replumb as needed to bring up to current code;
- (b) Sheetrock, mud, sand walls, and finish with one coat of primer;
- (c) Install tempered glass in front windows;
- (d) Install one, handicap accessible ½ bathroom;
- (e) Install hot-air heating system;
- (f) Install air-conditioning system
- (g) Install dropped ceiling.

ALL OTHER FIT-UP SHALL BE AT LESSEE'S SOLE COST AND EXPENSE. Once work/material described herein as Lessor's fit-up under Paragraph 2.11.2 is in place, any fit-up, renovation, additions, changes, and augmentation of the leased premises and its electric, plumbing, HVAC and mechanicals not the Lessor's responsibility under Paragraph 2.11.2 shall be at Lessee's sole cost and expense.

**2.11.3 LESSOR HAS RIGHT OF FIRST REFUSAL TO DO LESSEE'S FIT-UP.**

Intentionally omitted.

**2.11.4**

**Article 3**

**WAIVER OF SUBROGATION**

Intentionally omitted.

## Article 4

### **ALTERATIONS, IMPROVEMENTS, FIXTURES and SIGNAGE**

- 4.1 Except as provided in Paragraph 4.1.2, below, no alterations, additions, or improvements, or signage erected, placed, or affixed to the leased premises (interior or exterior or common areas) or other part of the common area and building in which the leased premises is part of, shall be made by the Lessee without first having the consent, in writing, of the Lessor, which consent shall not be unreasonably withheld, and, further, having obtained all the necessary permits and approvals from the City of Manchester and complied with all City of Manchester's ordinances and regulations for such intended alterations, additions, improvements, or signage; and any alterations, additions, or improvements made by the Lessee after such written consent shall have been given, including any and all fixtures installed by the Lessee excepting trade fixtures, equipment and machinery, shall at the Lessor's option remain on the leased premises as the property of the Lessor, or shall be removed therefrom and the leased premises restored to their original condition as herein set forth at the sole cost of the Lessee, at the expiration or sooner determination of this lease. The Lessee shall, at its own cost, repair any damage caused by the removal of signage, trade fixtures, equipment and machinery, restoring the leased premises to their original condition, usual use and wear excepted. The Lessee agrees to save the Lessor harmless on account of claims for mechanics, materialmen, or other liens in connection with any alterations, additions, or improvements to which the Lessor may give its consent in connection with the leased premises, and the Lessee will, if required by the Lessor, furnish such waiver or waivers of lien or bond in form and

with surety satisfactory to the Lessor, as the Lessor may require before starting any work in connection with the making alterations, additions or improvements to the leased premises. NOTWITHSTANDING the above, Lessee is not obligated to render the demised premises, upon vacating, to a condition different than the demised premises existed at the commencement of the lease.

4.1.2 Provided the City of Manchester approves, Lessee shall be allowed to place signage (of a size and shape consented to by Lessor, which consent shall not be unreasonably withheld) on the exterior of the building housing the Premises at spot and location thereon designated in writing by Lessor. Further, Lessee shall to be allowed to place temporary signs in/on the display windows in the front of the building of no more than a 12" X 12" size. Large signs may be allowed upon consent of Lessor, which consent shall not be unreasonably withheld. Lessee may also place "decal" stripping markings and signage on the front glass windows, but may not scar or etch on the windows.

## **Article 5**

### **ASSIGNMENT OR SUBLETTING**

5.1 The Lessee covenants not to assign this lease nor to underlet the premises or any portion thereof, nor license, suffer or permit any person to occupy or use the same without the prior written consent of the Lessor in writing. Any unconsented assignment shall be a default hereunder. Any one consent by Lessor of an assignment or subletting shall not waive Lessor's right to refuse subsequent assignments or subletting, nor shall it release Lessee from liability under this lease. If Lessee is an entity such as a corporation, limited liability company, trust or

partnership, an "assignment" as used herein, shall include the assignment of greater than a 5% beneficial, stockholder, shareholder, membership or partnership interest in any such entity.

#### **Article 6**

#### **EXPIRATION OR OTHER TERMINATION**

- 6.1 The Lessee covenants, at the expiration or other termination of this lease, to remove all goods and effects from the leased premises not the property of the Lessor, and to yield up to the Lessor the leased premises and all keys, locks and, except as provided in Article 4 hereof, other fixtures connected therewith, and all alterations, additions or improvements to or upon the same, in good repair, order and condition in all respects, wearing and use thereof and damage by accidental fire or other unavoidable casualty only excepted, and the Lessee authorizes the Lessor to remove and then to store in any public warehouse or elsewhere and in the name and at the risk and expense of the Lessee any personal property so removed, or to sell at public or private sale, after a 15-day written notice, any or all of said property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property without any obligation on the part of the Lessor.

#### **Article 7**

#### **EMINENT DOMAIN, DAMAGE BY FIRE, ETC.**

- 7.1 The Lessor and the Lessee covenant and agree that in case the leased premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be taken for any street or other public use, or shall be destroyed or damaged by fire or other unavoidable casualty, or by the action of the Town or other authorities,

or shall receive any direct or consequential damages for which the Lessor or the Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority, after the execution hereof and before the expiration of the said term, then this lease and the said term shall terminate at the election of the lessee, and the Lessee shall give Lessor written notice of such termination within a reasonable time after such election, and such election may be made in case of any such taking, notwithstanding the entire interest of the Lessee may have been divested by such taking, and upon Lessor receiving Lessee's notice of termination, Lessee shall surrender possession of the premises within THIRTY (30) DAYS; and if the Lessee shall not so elect, then in case of such taking, or destruction of, or damage to the leased premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the injury sustained by the leased premises, shall be suspended or abated until the leased premises, or, in case of such taking what remain thereof, shall have been put in proper condition for reasonable use and occupation; unless the Lessor for a period of SIXTY (60) DAYS after such taking, destruction or damage has not with reasonable diligence commenced putting the same in proper condition for reasonable use and occupation, in which case the Lessee may, by written notice to the Lessor, giving within SEVEN (7) DAYS after the said SIXTY (60) DAY period, terminate this lease; and the Lessee hereby releases and discharges the Lessor from any claim it may or may in the future have against the Lessor by reason of any taking as hereinbefore set forth; and the Lessee hereby assigns to the Lessor any and all claims and demands for damages on account

of such taking or for compensation for anything lawfully done in pursuance of any public authority, and covenants with the Lessor that the Lessee will, from time to time, execute and deliver to the landlord such further instruments of assignment of any such claims and demands as the Lessor shall request. In no event shall Lessee have any right to any damages awarded or settlement made upon a taking or condemnation. If a portion of any award issued for eminent domain taking is attributed to loss by Lessee, that portion of the award so attributed shall accrue to Lessee and remaining portion to Lessor.

#### **Article 8**

#### **LESSEE'S FURTHER OBLIGATIONS**

- 8.1 The Lessee further covenants and agrees with the Lessor that during the term of this lease and for such further time as the Lessee shall hold the leased premises, or any part thereof:
- (a) that excepting for damages arising from the fault or negligence of Lessor, his agents or employees, the Lessee shall keep the leased premises in such repair, order and condition as existed at the commencement date of the lease or may be put in during the continuance thereof, damage by fire, or other unavoidable casualty, and usual use and wear excepted, and in pursuance of this obligation, Lessee shall conduct such regular and normal maintenance, repair and service as is required of the lease premises so as to not waste the property and so as to keep the HVAC system, electric service, plumbing and bathroom facilities and fixtures, ceiling tiles, flooring, paint, doors and windows and their hardware, and mechanicals in a good state of repair and operation;

- (b) that excepting for damages arising from the fault or negligence of Lessor, his agents or employees, the Lessee will keep good, with glass of the same kind and quality as that which may be damaged or broken, all the glass now or hereinafter in the leased premises;
- (c) excepting as allowed under Section 4.1.2, above, that the Lessee will not permit any holes to be drilled or made in the stone, brick work, walls, or partition of the leased premises or of the building, nor paint any exterior brick or facing in, of or on the leased premises, nor permit any signs, placards, or awnings to be placed upon the leased premises or the building, except such and in such place and manner as the Lessor shall, in writing, have approved, which approval shall not be unreasonably withheld;
- (d) that the Lessee will not overload, damage or deface the leased premises, and in pursuance thereof, shall not allow a number of children in its premises in excess of the number allowed by any local, state or licensing authority;
- (e) that the Lessee will not make, allow or suffer any unlawful, improper, noisy or, offensive use thereof, or any occupation thereof contract to any law of the State of New Hampshire or ordinance or bylaw for the time being or from time to time in force in the City of Manchester or that shall be injurious to any person or property or liable to endanger or affect any fire insurance, with extended coverage, or liability insurance on the leased including the building, or its contents, or increase the premiums therefore, it being understood that the Lessee shall use the leased premises only as allowed herein;

- (f) that the Lessee agrees that it will comply with rules and regulations of the Fire Marshall, Board of health, and other public officers or authority having jurisdiction;
- (g) that the Lessee will not obstruct the sidewalks, ways or other approaches to the building.
- (h) That the Lessee shall not cause to be placed at the premises hazardous materials or hazardous substances or environmental waste, as the same may be defined by applicable government agency or department.

## **Article 9**

### **DEFAULT, REMEDIES**

**9.1 DEFAULT.** If some or all of rent or some or all of any other sum provided for herein as being due and payable by Lessee, whether or not payable directly to Lessor, shall be past dues and unpaid for more than SEVEN (7) days, or if there is a breach by Lessee of any of the other agreements contained herein which remains uncured after written notice from Lessor for more than TEN (10) days, or if the leased premises shall be abandoned, deserted or vacated, or if Lessee breaches any other provision of this lease, then this lease shall be considered in DEFAULT, and all remaining sums owing under the lease, at the option of Lessor, may be accelerated and due immediately, and in addition, Lessor shall be entitled to collect from Lessee and Lessee shall owe to Lessor all costs associated with collection of this amount, including, without limitation, Sheriff fees, court costs, legal costs and reasonable attorney fees.

**9.2 ADDITIONAL REMEDIES.** In the vent of any default in this lease by the Lessee, which shall not have been cured within SEVEN (7) DAYS of WRITTEN DEMAND in

the case of late payment of rent or of late payment of any other sum provided for herein as being due and payable by Lessee, whether or not payable directly to Lessor, or any other default which shall not have been cured with TEN (10) DAYS, then the Lessor, in addition to rights and remedies contained in Paragraph 9.1, above and besides other rights and remedies he may have, shall have the IMMEDIATE RIGHT OF REENTRY and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Lessee. IN ADDITION, Lessor shall be entitled to collect from Lessee and Lessee shall owe to Lessor all costs associated with enforcement of this lease, including, without limitation, Sheriff fees, court costs, legal costs and reasonable attorney fees.

**9.3 LOCK-OUT.** Should the Lessor elect to reenter as herein provided, Lessor may LOCK-OUT Lessee by changing the locks on the leased premises and otherwise pursues all its legal remedies to prevent Lessee from regaining possession of the leased premises. Lessee herein agrees that if it is locked-out in this manner, then Lessee's entry upon or into the Premises after the lock-out shall be a criminal trespass. However, upon reasonable notice and at reasonable times, Lessee shall be allowed up to two weeks after the Lock-Out to remove its personal property. Lessee shall be responsible for any damage to the premises by such removal. Further, if such property is not removed within said two weeks, by virtue hereof, Lessee abandons such property and Lessor may remove the same and dispose of same with no liability or recourse to Lessee, and by virtue hereof, Lessee grants to Lessor an irrevocable power of attorney for this purpose, which power shall include the right by Lessor, as attorney-in-fact for

Lessee, to sell such personal property, to sign bills of sale and assignments, and apply the sale proceeds to rental arrearage. In such case, Lessee shall be responsible for costs of removal and disposal.

**9.4 TERMINATION OR RELETTING.** Should the Lessor elect to reenter as herein provided, or should he take possession pursuant to any notice provided by law, it may either: (a) terminate this lease and accelerate all lease remaining lease payments and make demand for the entire remaining balance of the Base Rent owed, or (b) from time to time, without terminating this lease, relet said leased premises or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as the Lessor in his own discretion may deem advisable. Rentals received by the Lessor from such reletting shall be applied: first to the payment of any cost of such reletting, including broker's fees, reasonable attorney fees, advertisement, repair and necessary renovation; and second, to the payment of reentry fees and charges (legal, court, sheriff, etc.); and third, to the payment of rent due and unpaid hereunder; and the balance, if any, shall be held by the Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should rentals received from such reletting during any month be less than that agreed to be paid during the month by the Lessee hereunder, the Lessee shall pay to the Lessor, upon demand, the cost, expenses, and deficiency in rent incurred by the Lessor in such reletting.

**9.5 NOTICE.** All rights of Lessor upon Lessee's default of the lease shall be without notice to the Lessee, except in cases of termination or possession actions notice of NHRSA 540, et seq. regarding evictions, shall be followed. Written notices required by RSA 540 or RSA 540-A shall be complied with by posting of such written notices on

the exterior of the main door of the premises or by otherwise serving such notices by leaving the same with any employee at the premises.

#### **Article 10**

#### **INDEMNIFICATION**

**10.1** To the extent allowed by law, but excepting for damages arising from the fault or negligence of Lessor, his agents or employees, the Lessee agrees to indemnify and defend the Lessor against, and hold it harmless from, any and all suits, demands, loss or liability, on account of or in connection with any injury, loss or damage to any person or property resulting or claiming to have resulted from the use of the leased premises by the Lessee, its servants, agents, employees, customers or visitors, or for that portion of the building not within the Lessee's exclusive control (including, and without any implied limitation, both the areas inside and outside thereof) resulting or claimed to have resulted from the Lessee's omission, fault, negligence, or other misconduct. Such indemnification shall include Lessor's reasonable attorney fees and court costs.

#### **Article 11**

#### **LESSOR'S ACCESS TO PREMISES**

**11.1** The Lessor may, at any reasonable time during the Lessee's occupancy, and upon first giving reasonable notice to Lessee, enter either to view the leased premises, or to make repairs thereto or to the building, or to introduce or replace any fixture or other construction therein (but the Lessor shall be under no obligations to make repairs to, or to introduce or replace any fixtures in or to, or to do other construction in or to, the leased premises except as herein provided), or to remove, without being held liable

therefore, placards, signs, awnings, and the like, not expressly consented to in writing, or to show the leased premises to others during the six-month period prior to the expiration of any lease term.

#### **Article 12**

#### **QUIET ENJOYMENT**

**12.1** The Lessor covenants and agrees that the Lessee, subject to the terms of this lease, and upon paying the basic monthly rental and additional rent and performing the other terms, covenants and conditions of this lease, shall and may peaceably and quietly have, hold, occupy, possess and enjoy the leased premises during the term of this lease.

#### **Article 13**

#### **SUBORDINATION**

**13.1** The Lessee hereby agrees to subordinate the lien of this lease to any new first mortgage that may be placed on the land and buildings of which the leased premises are a part, or a blanket mortgage, if any, placed on such land and buildings, and other lands and buildings owned by the Lessor by a bank, trust company, insurance company, or other lender, and the recording of such new mortgage shall be deemed prior in lien to this lease, and the Lessee will, upon demand, but at the expense of the Lessor, execute any instrument necessary to effectuate such subordination, and if the Lessee, within SEVEN (7) DAYS after submission of such instrument, fails to execute the same, the Lessor is hereby authorized to execute the same as attorney-in-fact for the Lessee.

## Article 14

### SECURITY DEPOSIT and SPECIAL DEPOSIT

Intentionally omitted.

## Article 15

### CUMULATIVE REMEDIES AND WAIVERS

**15.1** The acceptance of rent hereunder by Lessor or its agents, successors or assigns, shall not be a waiver of any preceding breach of Lessee or any provision hereof, other than failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No remedy herein or otherwise conferred upon or reserved to the Lessor and or Lessee shall be considered exclusive or any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity by statute, and every power and remedy given by this lease to Lessor and or Lessee may be exercised from time to time as often as occasion may arise or as may be deemed expedient. No delay or omission or Lessor and or Lessee to exercise any right or power arising from any default, shall impair any such right or power or shall be construed to be a waiver or any such default or an acquiescence therein. No waiver of any breach of any of the covenants of this lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

## Article 16

### GENERAL PROVISIONS

- 16.1 DEMAND or NOTICE.** All of the covenants of the Lessee shall be in force without demand or notice during the term hereof and for such further time as the Lessee or any person or persons claiming under the Lessee shall hold the leased premises.
- 16.2 WAIVER.** Waiver of any breach or default hereof or indulgence as to the payment of any installment of rent at any time, or from time to time, due and payable, is not and shall not be construed to be a waiver of any subsequent breach or default or imply any future indulgence.
- 16.3 NOTICES.** With the exception of any “demand for rent” or “notice to quit” pursuant to RSA 540, et seq (which same may be delivered pursuant to RSA 540, et seq), all notices to be required to be given by the Lessor to the Lessee shall be sent by registered mail addressed to the Lessee at the leased premises, or to such place that the Lessee shall, in writing, designate to the Lessor, or shall be delivered in hand to the Lessee. Whenever notice shall be required to be given to the Lessor, it shall be sent by registered mail addressed to the Lessor at such address as shall have been last designated in writing by the Lessor to the Lessee.
- 16.4 SUCCESSORS IN INTEREST.** All of the covenants and conditions of the within lease shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed, and the same shall be construed as covenants and conditions running with the land, and whenever in this lease reference is made to either of the parties hereto, it shall be held to include and apply to the heirs, executors,

administrators, successors and assigns of such party, the same as if in each and every case so expressed.

**16.5 EXPRESSIONS.** The expressions “Lessor” and “Lessee” or the pronoun “It” referring to the Lessor or the Lessee shall be deemed to refer to the actual Lessor or Lessee for the time being as the case may be and the context hereof may admit or require, irrespective of whether such Lessor or Lessee is a natural person or persons, a corporation, or other entity.

**16.6 MARGINAL HEADINGS.** The marginal headings contained herein are not part of this lease but are inserted only for convenience.

**16.7 INVALIDITY.** If in any respect any provision of this lease, in whole or in part, shall prove to be invalid for any reason, each invalidity shall only affect the part of such provisions which shall be invalid, and in all other respects shall stand as if such invalid had not been made, and it shall fail to the extent and only to the extent, of such invalid provision and no other portion or provision of this lease shall be invalidated, impaired or affected thereby.

**16.8 APPLICABLE LAW.** This agreement shall be constructed in accordance with the laws of the State of New Hampshire. Any provision or term found to be unenforceable shall not affect the enforceability of any other term or provision of the lease.

**16.9 ENTIRE AGREEMENT.** This contains the entire agreement between the parties and shall not be modified in any manner except by an instrument, in writing, executed by the parties or their respective successors in interest.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

DATE:

**LESSEE: CITY OF MANCHESTER**

By: \_\_\_\_\_  
Frank C. Guinta, Mayor

WITNESS: \_\_\_\_\_

DATE:

**LESSOR: MB3 REALTY,LLL**

By: \_\_\_\_\_  
Scott Briggs, Manager

WITNESS: \_\_\_\_\_

Mr. Walter Drewniak  
526 Douglas St.  
Manchester, NH 03102

August 21, 2007

Board of Mayor and Alderman  
c/o Manchester City Clerk  
Leo Bernier

Dear Mayor and Board of Alderman:

My name is Walter Drewniak and I am writing this letter to ask the City of Manchester to grant an easement for a driveway crossing, at my property on 526 Douglas St., of the abandoned railroad corridor now owned by the city and formerly owned by the Dept. of Transportation.

The Dep. of Transportation has no objection to granting the easement by the city as you will see by a copy of the original letter issued by the Dept. of Transportation which had no objection to the city of Manchester approving the easements for the two homes one at 534 Douglas St. and the other at 526 Douglas St. which is my property. The city granted the easement for 534 Douglas St. but not for my home at 526 Douglas St.

I have been in the process of selling my home because I can no longer take care of the property. I have been approved for elderly housing and have already paid my rent on my apartment and now I find out the title cannot be cleared because of this right of way problem.

I am 84 years old and was born and lived in this home all of my life. My parents were the previous owners so the family has crossed over the railroad bed for well over 100 years.

My plea is to get this easement passed and approved with the proper paperwork so that the sale of my home can go through as this is what is keeping the title from being cleared.

I am enclosing copies of all the paperwork for 534 Douglas St. which was given to me by Carol Gosselin including the easement map. I am also enclosing an article which was in the Union Leader about the problems the Gosselins and Donovans had trying to sell their deceased mothers property which they inherited.

I hope I can expect a speedy remedy to this matter as I would assume it would not take long to issue a similar easement for my property.

Thank you in advance for your prompt attention to this matter.

Sincerely,

*Walter Drewniak* 20  
P.S. If you have any questions please call my daughter,  
*Barbara Bilsdean* at 603-623-7976

## EASEMENT

KNOW ALL MEN BY THESE PRESENT that the City of Manchester, New Hampshire, (herein after Grantor), a body corporate and politic, with an address of One City Hall Plaza, Manchester, New Hampshire for consideration paid, grants to Walter Drewniak of 526 Douglas Street, Manchester, New Hampshire 03102 (herein after Grantee) without covenants or warranties the non exclusive right to pass and repass by foot, machine or motor vehicle over land of the Grantor situated in the City of Manchester, County of Hillsborough, State of New Hampshire being more particularly described as follows:

Beginning at the New Hampshire State Plane Coordinate System point Northing = 177329.74 Easting = 1033330.78 being the Northeast corner of the within conveyed easement thence:

1. S 37° 31' 10" E 77.35 feet along the western boundary of the former New Hampshire Central Railroad right of way to a point; thence,
2. S 27° 35' 16" E 85.67 feet to a point; thence,
3. S 62° 24' 44" W 34.13 feet to a point; thence,
4. N 38° 20' 46" W 76.41 feet the eastern boundary of the former New Hampshire Central Railroad right of way to a point; thence,
5. N 05° 35' 39" W 93.61 feet to the point of beginning

Reserving to the Grantor the right in its sole and unfettered discretion to change or modify, in whole or in part the metes and bounds of this easement above described provided that the Grantee shall have at minimum a ten (10) foot wide easement to access their properties, after any such change or modification.

This easement is specifically limited to the right to pass and repass by foot or motor vehicle for the sole purpose of giving the Grantees access to their residential property at 526 Douglas Street, Manchester, New Hampshire (Manchester Tax Map 736, Lot 6) for residential purposes and for no other purpose. This easement does not include the right to modify the land comprising such easement by, including but not limited to,

paving or grading. The Grantees shall not park any vehicle, motor or otherwise, within the easement area.

This easement is subject to regrading, resloping and use of the former railroad bed for any purpose deemed appropriate by the Grantor.

Meaning and intended to convey an easement over a portion of the premises conveyed to the within Grantor by deed of the State of New Hampshire, dated February 26, 2001 and recorded in the Hillsborough County Registry of Deeds at Book 6367, Page 1698.

Witness the hand of the City of Manchester this \_\_\_\_\_ day of \_\_\_\_\_, 2007

The City of Manchester, New Hampshire

By \_\_\_\_\_  
Frank C. Guinta, Mayor

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, ss

Before me, the undersigned officer, personal appeared Frank C. Guinta, Mayor of the City of Manchester who acknowledged the foregoing easement, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_





**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



**CAROL A. MURRAY, P.E.**  
**COMMISSIONER**

June 29, 2005

Thomas Arnold  
Manchester City Solicitor  
1 City Hall Plaza  
Manchester, NH 03101

via Fax and mail

Dear Mr Arnold,

I understand that the City of Manchester wishes to grant an easement for two driveway crossings of the abandoned railroad corridor now owned by the City and formerly owned by the Department of Transportation. The easements are limited to providing driveway access to properties at 526 and 534 Douglas St., Manchester.

The Department of Transportation has no objection to the granting of these easements by the City.

Feel free to contact me if you need any further information.

Sincerely,

Christopher Morgan  
Administrator

File: Goffstown Branch Corresp.

NewsBank Search

## Sale of West Side property may finally pass legal hurdle

**BYLINE:** RILEY YATES Union Leader Staff

**DATE:** June 30, 2005

**PUBLICATION:** New Hampshire Union Leader (Manchester, NH)

**EDITION:** State

**SECTION:** Local

**PAGE:** B2

MANCHESTER -- Months of frustration and unexpected expenses should soon end for Carol Gosselin and her sister, now that a legal glitch that prevented the sale of a West Side property is being fixed.

Fed up with delayed city action, Gosselin took matters into her own hands and called the New Hampshire Department of Transportation yesterday morning, obtaining the promise of a letter granting a permanent easement over the old New Hampshire Central Railroad tracks.

"It only took me two phone calls," said Gosselin.

One was to Transportation Commissioner Carol Murray's office, which referred her to Christopher Morgan, administrator of the Bureau of Rail and Transit, who promised to send out an easement letter immediately.

Tuesday night, Gosselin's husband, Norm, had made public his frustration at being prevented from selling the property while he waited for delayed city action.

"This is totally insane," Gosselin told aldermen on the Committee on Lands and Buildings.

Gosselin's problems stem from a 104-year-old home on Douglas Street that his wife and her sister inherited when their mother, Irene Richardson, died.

Sisters Carol Gosselin and Bonita Kershaw have since put the Piscataquog riverfront property on the market and secured a buyer, only to find that it never received an easement to cross the former and now unused New Hampshire Central Railroad bed.

Gosselin said a buyer in February made a down payment for the house at 534 Douglas St., which was appraised at \$215,000. But Gosselin has since been forced to return four-fifths of it because of the delay in getting the easement, which is required for the sale to be allowed.

"He's willing to buy, but I have to have a clear title," Gosselin said. "It shouldn't take six months. It's been put on the back burner."

Deputy City Solicitor Tom Arnold said Tuesday that granting the easement had been delayed because it also requires state approval. If not, Manchester could be forced to reimburse an unknown amount of federal highway funds, he said.

Arnold said he called the state Department of Transportation, but got no response. He said he would renew his efforts, as aldermen on the committee told him to make it his number one priority.

Morgan said yesterday's call from Gosselin was the first he'd heard of the problem in Manchester. "It's totally up to them," he said, referring to

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the city's granting an easement.

He said normally when the state deeds **property** to a city or town, the deed contains language about not selling or disposing of it. But he said the state will sign off on the easement.

Meanwhile, the Gosselins have had to pay \$650 every three months for insurance on the **property** because it remains unoccupied. When the city found out it was no longer owned by Richardson, they sent the Gosselins a **property** tax bill.

Carol Gosselin said the couple was forced to request a delay in paying their own home's mortgage and have had to delay paying taxes on their own Hooksett home.

"It's killing me," Norm Gosselin said. "I go nuts. I can't make money off it. I can't sell it."

"I'm losing my shirt," he said.

The house is situated about a quarter mile south of the end of Whittemore Avenue.

The former New Hampshire Central Railroad runs between it and Douglas Street. The city now owns the railroad bed and plans to make it into a recreation walking trail.

The easement would allow the **property** owners to drive over the tracks, something that's been happening at the home and neighboring **properties** for years already, Gosselin said.

The aldermen's committee recommended the easement be approved, pending the state also endorsing it.

-- Reporter Dale Vincent contributed to this story.

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### Contact Information

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NewsBank will respond within one business day; longer on weekends and holidays.

## EASEMENT

KNOW ALL MEN BY THESE PRESENT that the City of Manchester, New Hampshire, (herein after Grantor), a body corporate and politic, with an address of One City Hall Plaza, Manchester, New Hampshire for consideration paid, grants to Carol Gosselin, with an address of 10 Roy Road, Hooksett, New Hampshire 03106 and Bonita Donovan, with an address of 1 Independence Drive, Derry, New Hampshire 03038 (herein after Grantees) without covenants or warranties the non exclusive right to pass and repass by foot, machine or motor vehicle over land of the Grantor situated in the City of Manchester, County of Hillsborough, State of New Hampshire being more particularly described as follows:

Beginning at the New Hampshire State Plane Coordinate System point Northing = 177329.74 Easting = 1033330.78 being the Northeast corner of the within conveyed easement thence:

1. S 37° 31' 10" E 77.35 feet along the western boundary of the former New Hampshire Central Railroad right of way to a point; thence,
2. S 27° 35' 16" E 85.67 feet to a point; thence,
3. S 62° 24' 44" W 34.13 feet to a point; thence,
4. N 38° 20' 46" W 76.41 feet the eastern boundary of the former New Hampshire Central Railroad right of way to a point; thence,
5. N 05° 35' 39" W 93.61 feet to the point of beginning

Reserving to the Grantor the right in its sole and unfettered discretion to change or modify, in whole or in part the metes and bounds of this easement above described provided that the Grantees shall have at minimum a ten (10) foot wide easement to access their properties, after any such change or modification.

This easement is specifically limited to the right to pass and repass by foot or motor vehicle for the sole purpose of giving the Grantees access to their residential property at 534 Douglas Street, Manchester, New Hampshire (Manchester Tax Map 763, Lot 6) for residential purposes and for no other purpose. This easement does not include

the right to modify the land comprising such easement by, including but not limited to, paving or grading. The Grantees shall not park any vehicle, motor or otherwise, within the easement area.

This easement is subject to regrading, resloping and use of the former railroad bed for any purpose deemed appropriate by the Grantor.

Meaning and intended to convey an easement over a portion of the premises conveyed to the within Grantor by deed of the State of New Hampshire, dated February 26, 2001 and recorded in the Hillsborough County Registry of Deeds at Book 6367, Page 1698.

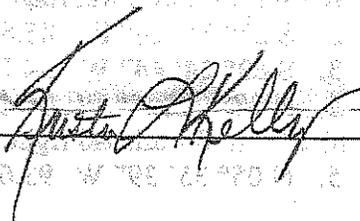
Witness the hand of the City of Manchester this 1<sup>st</sup> day of July, 2005

The City of Manchester, New Hampshire

By   
Robert A. Baines, Mayor

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, ss

Before me, the undersigned officer, personal appeared Robert A. Baines, Mayor of the City of Manchester who acknowledged the foregoing easement, this 1<sup>st</sup> day of July, 2005.



KRISTINA L. KELLY, Notary Public  
My Commission Expires April 17, 2007

# City of Manchester New Hampshire

*In the year Two Thousand and Seven*

## A RESOLUTION

“Amending the FY2006 & FY2008 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Twenty Thousand Dollars (\$20,000) for the FY2006 CIP 310306 MCRC Basement Retrofitting 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 2006 & 2008 CIP as contained in the 2006 & 2008 CIP budgets; and

WHEREAS, Table 2 contains all sources of Community Development Block Grant, Emergency Shelter Grant and Home funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to provide additional funding necessary (\$20,000) for the completion of the Manchester Community Resource Center Basement Retrofitting; and

WHEREAS, funds in at least that amount are available from the Neighborhood Pride – Cleanstreets Program;

NOW, THEREFORE, be it resolved that the 2006 & 2008 CIP be amended as follows:

**By decreasing:**

CIP 610208 – Neighborhood Pride – Cleanstreets Program - \$20,000 CDBG  
From \$114,000 (\$75,000 CDBG; \$5,000 Cash; \$34,000 Other) to \$94,000 (\$55,000 CDBG; \$5,000 Cash; \$34,000 Other)

**By increasing:**

CIP 310306 – MCRC Basement Retrofitting Project - \$20,000 CDBG  
From \$88,825 CDBG to \$108,825 CDBG

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

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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 extending the B-2 (General Business) zoning district to include property currently zoned IND (Industrial) located on the south side of Gold Street east of the former Lawrence Branch of the B&M Railroad and including the following three lots Tax Map 875-14, 875-15, 875-16.

ought to pass.

*(Aldermen Duval, Lopez, Garrity, and Pinard recorded in favor; Alderman Gatsas opposed)*

IN BOARD OF MAYOR & ALDERMEN

DATE: September 5, 2006

ON MOTION OF ALD. Garrity

SECONDED BY ALD. Smith

VOTED TO table.

  
CITY CLERK

Respectfully submitted,



Clerk of Committee

# City of Manchester New Hampshire

*In the year Two Thousand and Six*

## AN ORDINANCE

“Amending the Zoning Ordinance of the City of Manchester by extending the B-2 (General Business) zoning district to include property currently zoned IND (Industrial) located on the south side of Gold Street east of the former Lawrence Branch of the B&M Railroad and including the following three lots Tax Map 875-14, 875-15, and 875-16.”

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

SECTION 1. “Amending the Zoning Ordinance of the City of Manchester by extending the B-2 (General Business) zoning district to include property currently zoned IND (General Industrial/Industrial Park) located on Gold Street including Tax Map 875, Lots 14, 15, and 16, and being more particularly bounded and described as follows:

Beginning at a point on the centerline of the intersection of Gold Street and John E. Devine Drive extended, said point being on the zone boundary line of the B-2 (General Business) zone district and the IND (General Industrial/Industrial Park) zone district, prior to this amendment;

Thence, easterly along the centerline of Gold Street, also being the zone boundary line between the B-2 (General Business) zone district and the IND (General Industrial/Industrial Park) zone district, prior to this amendment, approximately 965 ft. to a point;

Thence, southerly along the zone boundary line of the B-2 (General Business) zone district and the IND (General Industrial/Industrial Park) zone district, prior to this amendment, a distance of approximately 570 ft. to a point;

Thence, southwesterly along the zone boundary line of the B-2 (General Business) zone district and the IND (General Industrial/Industrial Park) zone district, prior to this amendment, a distance of approximately 1,075 ft. to a point;

Thence, northwesterly generally along the centerline of the former Lawrence Branch of the Boston and Maine Railroad, a distance of approximately 1,090 ft. to a point, said point being the zone boundary line of the R-1B (Residential One-Family) zone district and the IND (General Industrial/Industrial Park) zone district, prior to this amendment;

Thence, easterly along the centerline of Gold Street, also being the new zone boundary line between the B-2 (General Business) zone district and the IND (General Industrial/Industrial Park) zone district, after this amendment, a distance of approximately 515 ft. to a point, said point also being the point of beginning.

Said description to include TM 875, Lot 14, Lot 15, and Lot 16 consisting of approximately 19.43 acres of private land, to be rezoned from IND (General Industrial/Industrial Park) to B-2 (General Business) zone district, after this amendment.

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

DEVINE  
MILLIMET

ATTORNEYS AT LAW

*By Hand Delivery*

SUSAN V. DUPREY  
603.695.8505  
SDUPREY@DEVINEMILLIMET.COM

June 19, 2006

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

*RE: GFI Gold Street, LLC - Petition for Rezoning*

Dear Sir or Madam:

Enclosed please find a Petition for rezoning parcels Map 875, Lot 15 and Map 875, Lot 16. Also enclosed is our check in the amount \$300.00. Our office represents GFI, which requests this rezoning.

Please feel free to contact me should you have any questions regarding this matter or if additional information is required. Thank you.

Very truly yours,



Susan V. Duprey

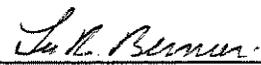
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Enclosures

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July 11, 2006.  
In Board of Mayor and Aldermen.

On motion of Alderman Garrity, duly seconded by Alderman Forest, it was voted to refer the petition for rezoning to a Public Hearing on Monday, August 7, 2006 at 6 PM in the Aldermanic Chambers of City Hall and further to authorize execution of agreements enclosed subject to the review and approval of the City Solicitor.

  
\_\_\_\_\_  
City Clerk

STATE OF NEW HAMPSHIRE  
CITY OF MANCHESTER

GFI GOLD STREET, LLC

PETITION FOR REZONING

NOW COMES the Petitioner, GFI Gold Street, LLC, by and through its attorneys, Devine, Millimet & Branch, Professional Association, and petitions the Board of Mayor and Aldermen of the City of Manchester, in accordance with Article 16 of the City of Manchester Zoning Ordinance, to change the zone of and amend the Zoning Map regarding 2 parcels of land, one of which is located at 725 Gold Street and the other of which is near Gold Street, County of Hillsborough, City of Manchester and identified as Map 875 Lot 15 and Map 875 Lot 16 in the tax records for the City of Manchester. In support thereof, Petitioner states as follows:

1. GFI Gold Street, LLC is the owner of record of that parcel of land located at 725 Street and identified as Map 875 Lot 15 in the tax records of the City of Manchester (Property 1). Property 1 is approximately 15.178 acres in size and was formerly the site of Associated Grocers which has since relocated. Property 1 is currently zoned Industrial.

2. Ashkars Children's Limited Liability Company and John N. Ashkars own a parcel near Gold Street which has no building situate on it and abuts Property 1 which land is identified as Map 875 Lot 16 in the tax records of the City of Manchester ("Property 2"). Property 2 is approximately 36,864 square feet in size and is also zoned Industrial. Property 2 is subject to a purchase agreement in favor of GFI Gold Street, LLC.

3. The Petitioner, GFI Gold Street, LLC, for itself as owner of Property 1 and as agent for the owners of Property 2, seeks to change the zoning classification of Property 1 and Property 2 from Industrial to B-2 in order to locate a retailer on Property 1 and Property 2.

4. A copy of the tax map showing Property 1 and Property 2 as situated in the Industrial Zone and the zoning designations for the surrounding properties is attached is Exhibit A.

5. It is believed that the change of zone will have little impact on the surrounding area in that much of the surrounding area was either zoned B-2, has been rezoned from

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Industrial to B-2 or variances have been granted to allow uses permitted in the B-2 zone. Changing the zone to B-2 will reduce heavy truck traffic in the area as Property 1 is now used as a 24 hour per day trucking terminal. Plans are being prepared to help address and to generally improve conditions on Gold Street.

6. This proposed change will have a substantial positive tax revenue impact for the City of Manchester and will have no effect on the environment as Property 1 is already developed for an industrial use. There will be no impact on municipal services or facilities.

7. The names, addresses, tax map numbers and lot numbers of all abutting property owners and all properties on the opposite side of the street from Property 1 and Property 2 are attached as Exhibit B.

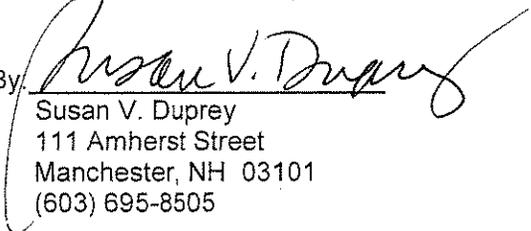
8. A metes and bounds description of Property 1 and Property 2 is attached as Exhibit C.

9. The Petitioner respectfully requests that the Honorable Board of Mayor and Aldermen approve this request to change the zone for Property 1 and Property 2 from Industrial to B-2 and to amend the Zoning Map to reflect this change.

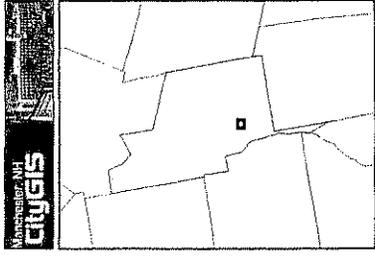
Respectfully submitted,

GFI Gold Street, LLC  
By its Attorneys,  
Devine Millimet & Branch, Professional Association

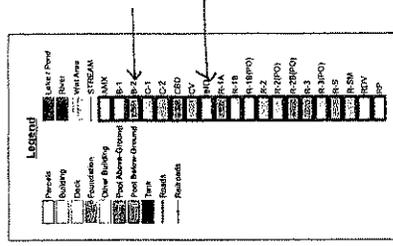
By

  
Susan V. Duprey  
111 Amherst Street  
Manchester, NH 03101  
(603) 695-8505

Dated: June 19, 2006



Area Map Showing Extent Of Map At Left



DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, NH (the "City"). This map is not survey-quality. All boundaries, easements, areas, measurements, rights-of-way, etc. appearing on this map should only be considered approximations, and as such have no official or legal value. The City makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. The City assumes no liability whatsoever associated with this information, which is provided as a public service. This information was compiled as part of the services of various City, County, and State government agencies and departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.



City of Manchester, New Hampshire - CityGIS Map Print

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## Exhibit C

### Legal Description for Lot 875-15, located at 725 Gold Street, Manchester:

A certain tract or parcel of land with the buildings thereon, situate in Manchester, Hillsborough County, State of New Hampshire, being Lot 875-15 on Plan # \_\_\_\_\_, entitled "ALTA/ACSM Land Title Survey, 725 Gold Street in Manchester, New Hampshire (Hillsborough County), dated December 22, 2005, prepared by BSC Group, more particularly bounded and described as follows:

Beginning at a point on the northeasterly corner of the Lot on the southerly line of Gold Street; thence

1. South 9° 17' 43" East, a distance of 80.15 feet to a concrete bound found; thence
2. South 09° 76' 53" East, a distance of 488.15 feet by the westerly side of Lot 875-14; to a an iron pipe at the southeasterly corner of the lot; thence
3. South 64° 53' 52" West, a distance of 310.73 feet by the northerly line of the Interstate Highway 293 to an iron pipe; thence
4. South 82° 28' 33" West, a distance of 517.33 feet by the northerly line of Lot 875-16 to an iron pipe at the southeasterly corner of the premises; thence
5. North 32° 51' 25" West, a distance of 21.90 feet to an iron pipe; thence
6. North 08° 01' 16" West, a distance of 19.62 feet to an iron pipe; thence
7. North 32° 51' 25" West, a distance of 714.62 feet by the easterly side of the rail road tracks to an iron pipe at the northwest corner of the premises on the southerly line of Gold Street; thence
8. North 80° 33' 28" East, a distance of 305.63 feet by the southerly line of Gold Street to an iron pipe; thence
9. North 80° 16' 28" East, a distance of 586. 18 feet by the southerly line of Gold Street to an iron pipe; thence
10. Curving in a southeasterly direction with a radius of 399.80 feet, along the southerly line of Gold Street, a distance of 230.44 feet to the point of beginning.

Containing 15.178 Acres, more or less.

**Legal Description for Lot 875-16, located on Gold Street, Manchester:**

A certain Tract or parcel of land, situated in Manchester, bounded and described as follows:

Beginning at a point on the southwest corner of the premises north of the Interstate Highway 293, thence

1. North  $32^{\circ} 51' 25''$  West along said Manchester-Lawrence Railroad for a distance of 157.68 feet, more or less to an iron post set at land of Associated Grocers; thence
2. South  $82^{\circ} 28'$  East for a distance of 517.33 feet, more or less to the interstate Highway 293; thence
3. South  $64^{\circ} 53' 52''$  West for a distance of 471.90, along said Interstate Highway 293 to the point of beginning.

J:\wdox\docs\clients\16717\76570\M0869436.DOC

RECEIVED  
MANCHESTER CITY CLERK

Ashkar Children's Trust Limited Liability Company  
Mrs. Georgette Ashkar, Managing Member  
8160 East Quincy Avenue  
Cherry Hills Village, CO 80111  
(303) 796-8128

Mr. John Ashkar  
29 Fairmount Drive  
Danbury, CT 06811  
(203) 792-4963  
JUN 20 12:21

June 19, 2006

The Board of Mayor and Aldermen  
of the City of Manchester  
One City Hall  
Manchester, NH 03101-2097

Re: Authorization to Pursue Rezoning

To Whom It May Concern:

We, the undersigned, being the owners of the real property sometimes referred to as Map 875, Lot 16, located near Gold Street in Manchester, New Hampshire, hereby grant our authority to GFI Gold Street, LLC, to take any and all actions required or deemed necessary to re-zone the property from "Industrial" to "B 2".

Thank you for your attention to this matter, and if you have any questions please contact our counsel, Susan Perkins of Perkins Ruschena, LLC, at (303) 779-8100.

Sincerely,

Ashkar Children's Trust Limited Liability  
Company

*Georgette Ashkar* Manager  
By: Georgette Ashkar, Managing Member

*John Ashkar*  
By: John Ashkar



# CITY OF MANCHESTER

## Planning and Community Development



Robert S. MacKenzie, AICP  
Director

Planning  
Community Improvement Program  
Growth Management

Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

June 28, 2006

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

Re: *Technical Review, Rezoning Petition – Gold Street*

Dear Mr. Bernier:

In accordance with the procedures on rezoning requests, the following information is being provided to your office in consideration of a rezoning request filed by the owner of one property and agent for a second property on Gold Street (including two lots: Lot 875-15 and 875-16). The subject parcels are located on the south side of Gold Street east of the former Lawrence Rail Branch. The first property is 15.2 acres currently containing the Associated Grocers Building and the second is .85 acres in size that is vacant. The subject properties are currently zoned *Industrial (IND)*. The applicant is requesting that the zoning district be changed to General Business (*B-2*).

Presently, while the parcels are adjacent to a B-2 on one side, the rezoning action would create one parcel that would be zoned IND and surrounded by B-2. As this could be considered spot zoning, we would recommend that the parcel at 835 Gold Street (Lot 875-14; 3.42 acres) also be considered by the Board for rezoning from IND to B-2. In the 1993 Master Plan for the City of Manchester, this area was identified as Industrial land use although the plan also recognized that extension of the business zone into areas of industrial zone was likely and that certain precautions should be taken. The key precaution from the Master Plan as it relates to this rezoning request states "...the proposed district should be evaluated to insure that possible projects will not encourage additional traffic impacts upon residential areas..." The applicants, working with the City, have devised a traffic calming plan to mitigate impacts on Gold Street and Sewall Street which may be considered by the Board of Mayor and Aldermen.

From a technical perspective, the petition may be forwarded to the Board of Mayor and Aldermen for consideration. Consistent with the policy for rezoning petitions, the planning staff is providing a copy of the petition to the Planning Board, the Building Department and the Office of the City Solicitor for comment.

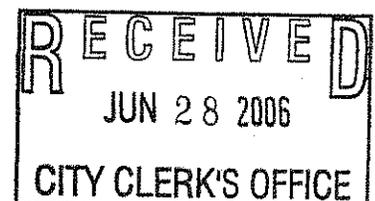
I will be available for any questions that the Board may have.

Sincerely,

Robert S. MacKenzie, AICP  
Planning Director

C: Planning Board  
Office of the City Solicitor  
Building Department  
Economic Development Office  
One City Hall Plaza, Manchester, New Hampshire 03101  
Phone: (603) 624-6450 Fax: (603) 624-6529  
E-mail: [planning@ManchesterNH.gov](mailto:planning@ManchesterNH.gov)  
[www.ManchesterNH.gov](http://www.ManchesterNH.gov)

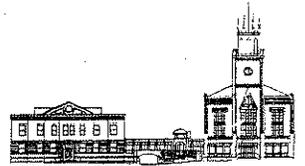
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# CITY OF MANCHESTER

## Manchester Economic Development Office



August 3, 2006

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

RE: Proposed Amendment to Zoning Map – Gold Street

Honorable Board Members:

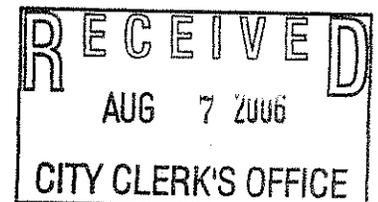
This to recommend the extension of the B-2 Zoning District to encompass the former Associated Grocer's Site, 725 Gold Street and an adjacent parcel. The proposed redevelopment of the Associated Grocers site into a new Home Depot store is projected to cost over \$21,000,000 and generate \$193,000 in new property tax revenue to the City annually. In addition the project will allow Home Depot to expand in the City of Manchester, rather than relocating out-of-town. The existing space leased by Home Depot is in great demand by quality national retailers and will be redeveloped in short order.

In addition GFI/Home Depot development venture is contributing \$4,000,000 to the Gold Street Improvement Project. This project will widen and/or bypass narrow portions of Gold Street and improve and signalize neighborhood street intersections resulting in improved traffic flow, increased safety, curbside visitor parking, sidewalks and landscaping. This improvement to Gold Street will enable the City to entertain additional retail zoning requests near the Associated Grocer/Home Depot site which could generate significant additional investment and new property tax revenue while reducing industrial traffic truck traffic in the area. Based on acreage and lot coverage projections, the City could realize as much as \$184,000 in additional new property tax revenue from future adjacent retail development. In addition, the City could negotiate to recover a portion of the City's Gold Street improvement costs from future developers.

The Gold Street site is adjacent to the growing and successful South Willow Street retail district in close proximity to residential neighborhoods. Industrial truck traffic is incompatible with consumer and neighborhood traffic automobile. In my recommendation that the highest and best use of this site is retail, not industrial.

Sincerely,

Paul J. Borek  
Economic Development Director



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 extending the R-3 (Urban Multi-family) zoning district to include property currently zoned R-1B (Single-family) located on a portion of Tax Map 691 Lot 143-1 that will be on the north side of a proposed Gold Street Bypass and adjacent to Bradley Street and the New St. Augustin’s Cemetery

ought to pass.

*(Aldermen Duval, Lopez, Garrity, and Pinard recorded in favor; Alderman Gatsas opposed)*

IN BOARD OF MAYOR & ALDERMEN

DATE: September 5, 2006

ON MOTION OF ALD. Garrity

SECONDED BY ALD. Smith

VOTED TO table.

  
CITY CLERK

Respectfully submitted,



Clerk of Committee

# City of Manchester New Hampshire

*In the year Two Thousand and* SIX

## AN ORDINANCE

“Amending the Zoning Ordinance of the City of Manchester by extending the R-3 (Urban Multi-family) zoning district to include property currently zoned R-1B (Single-family) located on a portion of Tax Map 691 Lot #143-1 that will be on the north side of a proposed Gold Street Bypass and adjacent to Bradley Street and the New St Augustin’s Cemetery”

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

SECTION 1. Amending the Zoning Ordinance of the City of Manchester by extending the R-3 (Urban Multi-family) zoning district to include property currently zoned R-1B (Single-family) located on a portion of Tax Map 691 Lot #143-1 that will be on the north side of a proposed Gold Street Bypass and adjacent to Bradley Street and the New St Augustin’s Cemetery and being more particularly bounded and described as follows:

Beginning at a point at the centerline of Bradley Street at a point opposite the property lines of New Beech Hill Development Company, LP (TM 691-15A) and the Diocese of Manchester (shown on a subdivision plan approved by the Planning Board on February 23, 2006 as TM 691-143-1), said point being on the zone boundary line of the R-3 (Urban Multi-family) district and the R-1B (Single-family), prior to this amendment;

Thence, westerly across the Right of Way of Bradley Street and continuing along the northerly boundary of said property of the Diocese of Manchester TM 691-143-1, said line also being the zone boundary line between the R-3 (Urban Multi-family) district and the R-1B (Single-family), prior to this amendment, approximately 1206 ft. to a point;

Said point being the end of the northerly boundary of the Diocese of Manchester TM 691-143-1, and at the intersection with the following properties: TM 691-143, TM 691-135, TM 691-136 and TM 691-15A;

Thence, southerly along the boundary of property of the Diocese of Manchester TM 691-143-1 a distance of 285.94 ft. to a point;

Thence, easterly along the boundary of property of the Diocese of Manchester TM 691-143-1 a distance of 295.71 ft. to a point;

Thence, southerly along the boundary of property of the Diocese of Manchester TM 691-143-1 a distance of approximately 130 ft. to a point, said point being on the edge of the proposed Right of Way of the Gold Street Bypass;

Thence, easterly across the Right of Way of the Gold Street Bypass to the centerline of said Bypass a distance of approximately 30 feet to a point;

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# City of Manchester New Hampshire

*In the year Two Thousand and Six*

## AN ORDINANCE

“Amending the Zoning Ordinance of the City of Manchester by extending the R-3 (Urban Multi-family) zoning district to include property currently zoned R-1B (Single-family) located on a portion of Tax Map 691 Lot #143-1 that will be on the north side of a proposed Gold Street Bypass and adjacent to Bradley Street and the New St Augustin’s Cemetery”

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

Thence, northeasterly and easterly along the centerline of the Right of Way of the Gold Street Bypass as extended to the centerline of Bradley Street a distance of approximately 1,017 feet to a point;

Thence northerly along the centerline of Bradley Street to a point opposite the property lines of New Beech Hill Development Company, LP (TM 691-15A) and the Diocese of Manchester (TM 691-143-1) a distance of approximately 324 feet to a point, said point also being the point of beginning.

Said description meaning to include a portion of property of the Diocese of Manchester (shown on a subdivision plan approved by the Planning Board on February 23, 2006 as TM 691-143-1) consisting of approximately 8.1 acres of private land, to be rezoned from the R-1B (Single-family) zoning district to the R-3 (Urban Multi-family) zoning district, after this amendment.

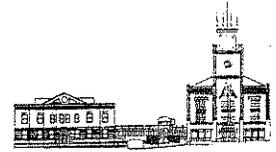
SECTION II. Resolve this ordinance shall take effect upon passage.

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# CITY OF MANCHESTER

## Planning and Community Development



Robert S. MacKenzie, AICP  
Director

Planning  
Community Improvement Program  
Growth Management

Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

July 20, 2006

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

*re: Rezoning of Diocese Property behind Gold Street*

Honorable Board Members:

This is to submit a request for rezoning for a portion of the Diocese Property adjacent to the proposed Gold Street Bypass from a single-family district (R-1B) to a multi-family district (R-3). The agreement that the Board recently acted upon called upon the City to initiate this rezoning. The Diocese has offered to donate the land necessary to create the new Gold Street Bypass as part of an overall plan to mitigate traffic in the area.

As this rezoning and the subsequent dedication of street area is necessary to complete the traffic improvements, it may be appropriate for the Board to time the final action on the rezoning of the Associated Grocers site with the rezoning of the Diocese property to insure that the creation of the Bypass is feasible.

From a technical standpoint, the Diocese rezoning is an extension of an existing multi-family zoning district and there are no other specific issues to preclude the rezoning to proceed to public hearing.

If you have any questions, I will be available at your next meeting.

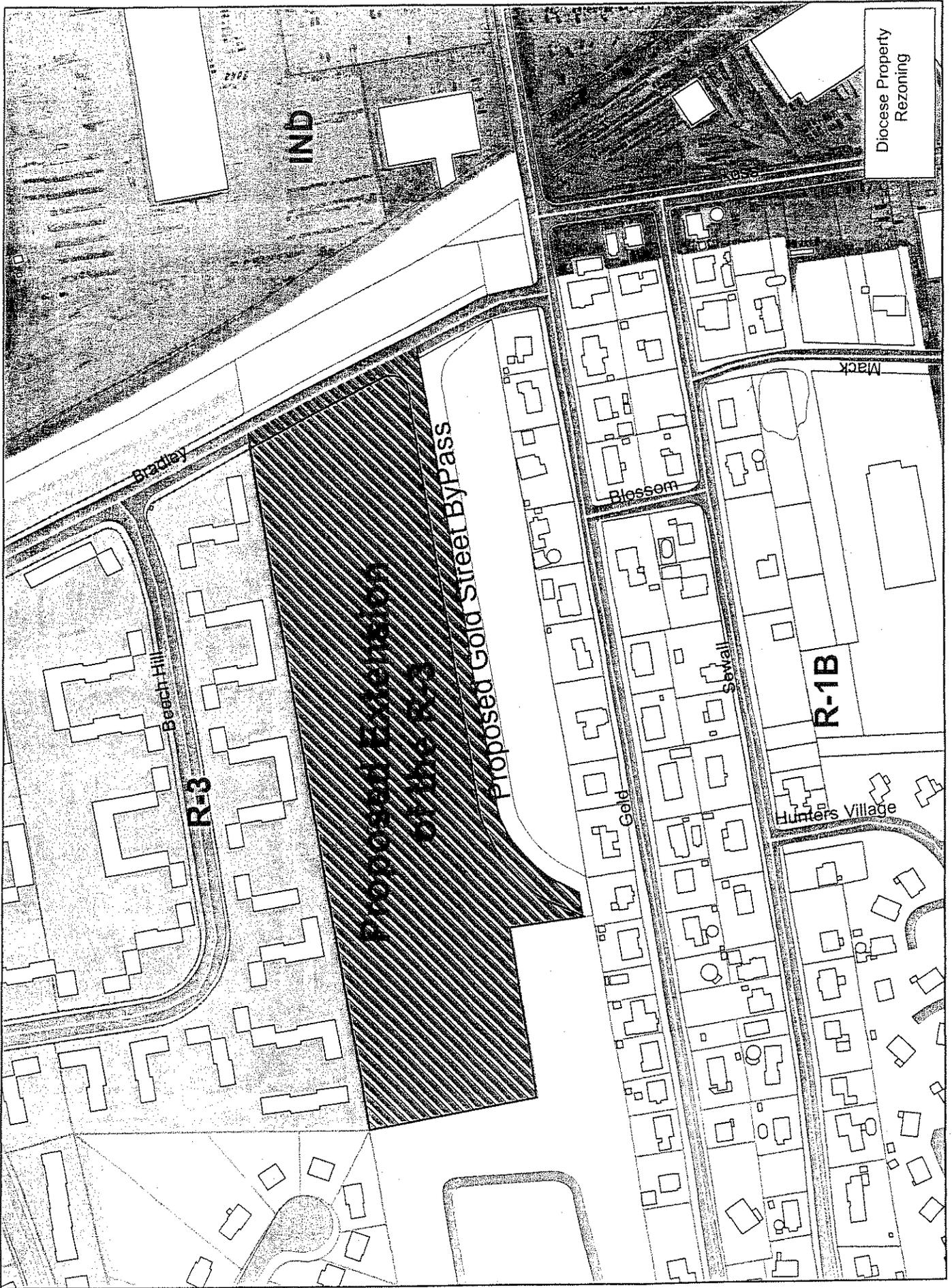
Sincerely,

Robert S. MacKenzie, AICP  
Director of Planning & Community Development

C: Planning Board  
Building Department  
Brad Cook  
Tom Arnold  
Paul Borek

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One City Hall Plaza, Manchester, New Hampshire 03101  
Phone: (603) 624-6450 Fax: (603) 624-6529  
E-mail: [planning@ManchesterNH.gov](mailto:planning@ManchesterNH.gov)  
[www.ManchesterNH.gov](http://www.ManchesterNH.gov)



IND

Diocese Property  
Rezoning

Bradley

Beach Hill

R-3

Proposed Gold Street Bypass

Proposed Gold Street Bypass

Blossom

Gold

Sawall

R-1B

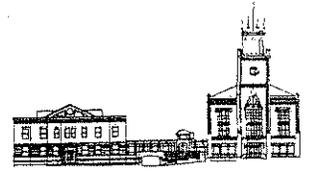
Mack

Hunters Village



# CITY OF MANCHESTER

## Manchester Economic Development Office



August 3, 2006

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

RE: Proposed Amendment to Zoning Map – Diocese Property Behind Gold Street

Honorable Board Members:

This is to recommend that the R-3 Zoning be extended south to encompass a 9-acre parcel created by the Manchester Diocese donation of right-of-way for the proposed Gold Street Bypass. The remaining Diocese property, between the new Gold Street Bypass and existing single family homes will retain single family zoning allowing for a compatible buffer between existing homes and the proposed Bypass.

By donating the requested right-of-way, the Manchester Diocese enabled the City of Manchester, with the generous assistance of Home Depot, to solve a decades old traffic problem in the Gold Street neighborhood. Without the Diocese donation of right-of-way, further redevelopment of the Gold Street would be prohibited. Doing so allows Home Depot to expand, create new property tax revenue and allows other retailers to expand in or relocate to adjacent parcels the City of Manchester.

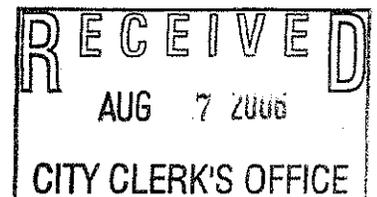
The Global Economic Development Strategy prepared by AngelouEconomics recommends that the City of Manchester “promote diverse housing that is affordable for local workers”, noting the following excerpt from the National League of Cities (<http://www.nlc.org>):

*Local governments are responsible to their residents for maintaining communities where their people can live, work, enjoy recreational activities, and access services. Affordable housing, comprehensive community development, and well-planned and coordinated land use foster communities that are vibrant, diverse and sustainable. Further, these are critical components to the economic vitality of communities and local economic regions for creating jobs and increasing municipal tax base.*

While this parcel is being considered for market rate development, Manchester’s growing employee base in The Millyard, Downtown and throughout the City includes skilled technology and financial service professionals who need housing appropriate to their desires, lifestyle and budgets. New Hampshire business leaders and demographic experts have articulated concerns about maintaining sufficient housing availability for the demand of a growing business economy. The requested rezoning helps to address the need for housing to accommodate the growing Manchester employment base. For these reasons, your approval of this request is recommended.

Sincerely,

Paul J. Borek  
Economic Development Director



One City Hall Plaza, Manchester, NH 03101 Phone (603) 624-6505 Fax (603) 624-6308  
E-mail: [econdev@ci.manchester.nh.us](mailto:econdev@ci.manchester.nh.us) [www.ci.manchester.nh.us](http://www.ci.manchester.nh.us)

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

The Committee on Community Improvement respectfully advises, after due and careful consideration, that it has requested staff to prepare documents to provide that the City agree to extend the term on the 2<sup>nd</sup> mortgage relating to Lowell Terrace Associates property located at the northwest corner of Lowell and Chestnut Streets to coincide with the expiration of the existing first mortgage in 2013.

*(Unanimous vote)*

IN BOARD OF MAYOR & ALDERMEN

DATE: May 15, 2007

ON MOTION OF A.L.D. Forest

SECONDED BY A.L.D. Shea

VOTED TO table.

*S. N. Bernier*  
~~CITY CLERK~~

Respectfully submitted,

*S. N. Bernier*

Clerk of Committee

8-14-06 Tabled  
10-23-06 Remained  
Tabled



**City of Manchester  
Department of Finance**

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

August 9, 2006

Alderman Michael Garrity  
C/O Mr. Leo Bernier  
City Clerk  
One City Hall Plaza  
Manchester, NH 03101

Dear Alderman Garrity,

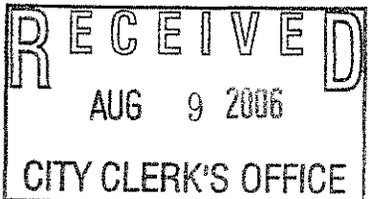
Attached is a copy of correspondence from Lowell Terrace Associates proposing a mortgage/debt consolidation for the property on the northwest corner of Lowell and Chestnut Streets. This is the item that I spoke to you about last week. With your permission, I would like to have the item discussed at the next CIP Committee meeting.

The proposal from the partnership has already been reviewed by the City Solicitor, Economic Development Director, and the Mayor's Office. Please feel free to contact me with any questions.

Sincerely,

Kevin A. Clougherty  
Finance Officer

- C: Thomas Clark
- Paul Borek
- Randy Sherman
- Mayor Frank Guinta
- Ken Edwards, MHRA
- Peter Morgan, Property Services
- Tom Musgrave, William Steele Associates



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WILLIAM STEELE & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

40 STARK STREET

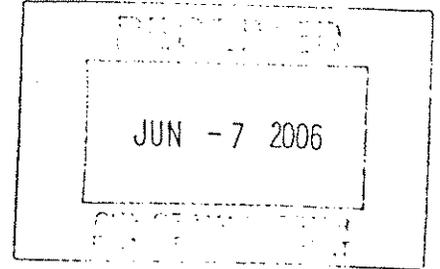
MANCHESTER, NEW HAMPSHIRE 03101

OFFICE 603-622-8881

FAX 603-647-4520

June 6, 2006

Mr. Kevin Clougherty, Finance Director  
City of Manchester  
One City Hall Plaza East  
Manchester, NH 03101



RE: Lowell Terrace Associates

Dear Kevin:

Thank you for arranging the meeting on May 4, 2006. The meeting and subsequent telephone call the week of the 22<sup>nd</sup> was helpful. I believe we have reached some meaningful preliminary agreements concerning the terms of the original Promissory Note (Note) and subsequent amendment and modifications that will allow us to resolve the remaining issues to our mutual satisfaction.

Based on our discussions, it is my understanding that Lowell Terrace Associates (LTA) and the Manchester Housing Authority (City) agree on the following.

First, the \$1,250,000 portion of the Note is not due at this time. LTA and the City agree that the 1994 Promissory Note Amendment and subsequent modifications have extended the due date of the \$1,250,000 portion of the Note to July 1, 2013. The principal balance outstanding on this portion of the loan was \$559,811 as of December 31, 2005. Based on continuing monthly payments of \$6,885.71, this portion of the loan will be paid in full on July 1, 2013.

Second, the \$250,000 portion of the Note is due. As you know, this \$250,000 portion of the original loan has all of the characteristics of a fifty percent (50%) equity interest in the partnership. These characteristics will be described in more detail in the paragraphs that follow. The City has asked LTA to make a proposal concerning the amount of the pay off.

LTA is prepared to make the City an offer to settle the \$250,000 portion of the original loan and, once the City has reviewed and accepted the proposal, LTA will immediately seek replacement financing to pay off the City.

The original Note terms relating to the \$250,000 portion of the loan have all of the characteristics of a 50% equity interest in the partnership. Section 4 of the Note contains these provisions.

Section 4.a) of the Note describes LTA's obligation to pay interest to the City equal to 50% of the project's cash flow. In this regard, whenever LTA has made cash distributions of accumulated cash flow to its partners, a corresponding and equal cash payment has been made to the City. In connection with its settlement proposal, LTA is prepared to pay to the City 50% of the cash in its accounts, excluding cash held by LTA representing tenant deposits.

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Mr. Kevin Clougherty, Finance Director  
June 6, 2006  
Page 2

Section 4.b) of the Note describes LTA's obligation on the twentieth anniversary date of the loan. There has been some disagreement and or misunderstanding concerning this particular provision of the loan. The City, as I understand it, feels that it would be inappropriate to reduce its entitlement under Section 4.b) of the Note by the balance outstanding on the \$1,250,000 portion of the loan. LTA maintains that the balance outstanding on the \$1,250,000 portion of the loan must be taken into account when calculating the City's entitlement. If the outstanding balance on the \$1,250,000 portion of the loan were not taken into account, the City would receive a payment exceeding the value of its 50% equity interest in the project.

Neither party expected an outstanding balance on the \$1,250,000 portion of the loan when the balloon payment due date provision for the \$250,000 portion of the loan was drafted in 1984. However, due to economic circumstances beyond the control of LTA and the City, the project was not able to service its debt and fell behind on its property taxes. Rather than assert its rights as a lien holder entitled to the delinquent property taxes, or assert its rights as the holder of the Note (which was headed into default), the City agreed to certain modifications of the Note in lieu of initiating action to take possession of the partnership's property. I submit to you that the City's actions were well reasoned and were motivated, in principal part, by the desire to protect its right to repayment of the entire outstanding balance of the loan (a balance exceeding \$1,217,000 at the time). It is not inconceivable that the City could have lost hundreds of thousands of dollars had it chosen to take possession of the property in 1994. Instead, the City acted in a manner that was both prudent and in its best interests as a lender and owner of 50% of the partnership equity. The City's actions also allowed the partners of LTA an opportunity to salvage their own 50% equity interest.

In LTA's opinion, the City's balloon payment entitlement on the \$250,000 portion of the original Note must take into account the balance outstanding on the \$1,250,000 portion of the Note. If the City's entitlement were calculated in any other manner, it would contradict the business deal between LTA and the City wherein the City was awarded a 50% equity interest in the project for its \$250,000 loan.

LTA's proposal to pay off the \$250,000 portion of the loan has been determined by treating the City as a 50% equity owner in the partnership. More specifically, the attached calculations estimate the City's balloon payment entitlement under Section 4.b) of the Note by projecting the net cash proceeds available to the partnership assuming a hypothetical sale of the property on August 1, 2006, followed by a distribution of the partnership's net assets in liquidation of the partnership.

The following assumptions are integral parts of the attached calculations.

1. The market value of the property is equal to its assessed value of \$1,255,800.
2. The outstanding principal balance on the \$1,250,000 portion of the loan is \$515,536 on August 1, 2006.

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Mr. Kevin Clougherty, Finance Director  
June 6, 2006  
Page 3

3. A 4% commission would be paid to a third-party broker to facilitate the sale.
4. A New Hampshire real estate transfer tax equal to .75% of the market value would be payable.
5. A New Hampshire Business Profits Tax equal to 8.5% of the gain recognized on sale would be payable.
6. There will be approximately \$150,000 of cash or marketable securities in the partnership's accounts on August 1, 2006.

Based upon the assumptions listed above, LTA estimates the City's entitlement on the \$250,000 portion of the original loan to be \$367,065.

After you have had an opportunity to review this proposal and discuss it with other interested parties, please call me and let me know how you would like to proceed.

Very truly yours,

WILLIAM STEELE & ASSOCIATES, P.C.

*Tom Musgrave*

Thomas W. Musgrave, CPA

Enclosure

cc: Richard W. Hale w/enclosure  
Peter A. Morgan w/enclosure

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LOWELL TERRACE ASSOCIATES  
 HYPOTHETICAL SALE AND LIQUIDATION ANALYSIS  
 AS OF AUGUST 1, 2006

PROJECTED CASH AVAILABLE UPON LIQUIDATION

Estimated Cash and Value of Marketable Securities	150,000
Net Sale Proceeds - See Below	<u>1,196,150</u>
Estimated Cash Balance and Marketable Securities Value	1,346,150
Projected NH Business Profits Tax	(96,484)
Payoff Balance on \$1,250,000 Portion of Loan	<u>(515,536)</u>
Net Cash Available for Distribution	734,129
City's Equity Interest	<u>50.0%</u>
City's Equity Entitlement	<u><u>367,065</u></u>

HYPOTHETICAL SALE OF PROPERTY

Gross Sale Proceeds	1,255,800	Based on Assessed Value
Third-Party Commission @ 4%	(50,232)	
Real Estate Transfer Tax	<u>(9,419)</u>	.75% x 1,255,800
Net Sale Proceeds	1,196,150	
Adjusted Tax Basis of Property	<u>(61,040)</u>	
Projected Gain on Sale of Property	1,135,110	
NH Business Profits Tax Rate	<u>8.5%</u>	
Projected NH Business Profits Tax	<u><u>96,484</u></u>	

JH

May 3, 2007

Mr. Randy Sherman  
Assistant Finance Director  
Finance Department  
One City Hall Plaza East  
Manchester, NH 03101

**Re: Lowell Terrace Associates**

Dear Randy:

It was good to meet with you and the other key City department heads on Monday, April 30<sup>th</sup> in preparation of the Community Improvement Plan (CIP) Committee meeting scheduled for May 8<sup>th</sup>. I have again reviewed Tom Musgrave's letter of June 6, 2006, which outlines the history of this project and our proposal last summer.

We now have two (2) major concerns:

1. The treatment of the existing balance of the City's 1<sup>st</sup> mortgage in determining the equity in the project.
2. The current market value of the building. We are contesting the 2006 revaluation.

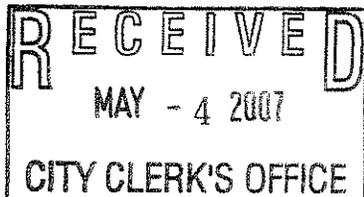
We were and are partners in saving a significant building in Manchester. We have worked closely together for over twenty-three (23) years in restoring and subsequently operating the property through good times and bad. We need to look at the deal itself and move forward to clarify the standing and term of the 2<sup>nd</sup> mortgage piece of our arrangement. There are only two (2) issues.

I look forward to meeting with the Committee on May 8<sup>th</sup>.

Sincerely yours,

*Peter A. Morgan*

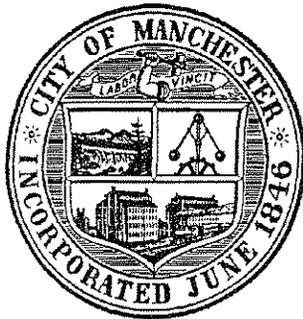
Peter A. Morgan  
Managing Partner  
Lowell Terrace Associates



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## Suggested Ways Forward

1. City agrees to extend term on 2<sup>nd</sup> mortgage to July 1, 2013, concurrent with the extension of the existing 1<sup>st</sup> mortgage.
2. City demands payment of the 2<sup>nd</sup> mortgage valued at one-half (1/2) the fair market value of the building without consideration that the 1<sup>st</sup> mortgage is still in place. (Current balance of 1<sup>st</sup> mortgage as of April 30, 2007 is \$470,367.12.)
  - a. The loan will fall into default as the Lowell Terrace partners do not concur on the method of valuing the 2<sup>nd</sup> mortgage.
  - b. The default provisions in the original note clearly provide the method of valuing the 2<sup>nd</sup> mortgage in the event of a default. The remaining balance of the 1<sup>st</sup> mortgage is deducted from the fair market value to establish the value to be paid to retire the 2<sup>nd</sup> mortgage.
3. City agrees that the existing balance of the 1<sup>st</sup> mortgage affects the current value of the 2<sup>nd</sup> mortgage.
  - a. We jointly agree to establish the current fair market value of the property.
  - b. The Lowell Terrace partners will proceed to arrange 3<sup>rd</sup> party financing and within ninety (90) days of 3.a. will pay off the 2<sup>nd</sup> mortgage.



**City of Manchester  
Department of Finance**

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

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**M E M O R A N D U M**

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**Date:** May 30, 2007  
**To:** Board of Mayor and Aldermen  
**From:** William Sanders   
**RE:** Lowell Terrace Requests

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Attached in response to questions and requests at the May 15 BMA meeting are the following documents related to the Lowell Terrace project.

1. The audited partnership financial statements for the years ended June 30, 2006 and June 30, 2005.
2. A four page schedule detailing from inception payments on the \$1,250,000 first mortgage.
3. A summary of interest payments received on the \$250,000 second mortgage.
4. A current amortization schedule through July 2013 for the first mortgage.
5. A copy of Randy Sherman's draft letter of September 18, 2001 regarding Lowell Terrace. This draft letter was referenced at the May 15, 2007 BMA meeting.

We have requested a certificate of insurance and expect to have copies available at the meeting.

LOWELL TERRACE ASSOCIATES

FINANCIAL STATEMENTS

FOR THE YEARS ENDED  
DECEMBER 31, 2006 AND 2005

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OF  
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Statements of Cash Flows - Income Tax Basis	6
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**WILLIAM STEELE & ASSOCIATES, P.C.**

CERTIFIED PUBLIC ACCOUNTANTS

40 STARK STREET

MANCHESTER, NEW HAMPSHIRE 03101

OFFICE 603-622-8881

FAX 603-647-4520

To the Partners  
Lowell Terrace Associates  
Manchester, New Hampshire

We have compiled the accompanying statements of assets, liabilities and capital - income tax basis of Lowell Terrace Associates (a partnership) as of December 31, 2006 and 2005, and the related statements of revenue and expenses, partners' capital and cash flows - income tax basis for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

*William Steele & Associates, P.C.*

Manchester, New Hampshire

May 18, 2007

**LOWELL TERRACE ASSOCIATES**  
**STATEMENTS OF ASSETS, LIABILITIES AND PARTNERS' CAPITAL -**  
**INCOME TAX BASIS**  
**DECEMBER 31, 2006 AND 2005**

ASSETS

	<u>2006</u>	<u>2005</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 108,715	\$ 116,665
Cash - security deposits	14,029	16,791
Due from Metropolis	3,302	-
	126,046	133,456
<b>TOTAL CURRENT ASSETS</b>		
<b>PROPERTY AND EQUIPMENT</b>		
Land	50,000	50,000
Building and improvements	1,782,305	1,776,108
Furniture and fixtures	21,429	21,429
	1,853,734	1,847,537
Less: accumulated depreciation	(1,790,565)	(1,786,497)
	63,169	61,040
<b>NET PROPERTY AND EQUIPMENT</b>		
<b>TOTAL ASSETS</b>	\$ 189,215	\$ 194,496

LIABILITIES AND PARTNERS' CAPITAL

<b>CURRENT LIABILITIES</b>		
Security deposits payable	\$ 14,209	\$ 16,971
Current portion of notes payable	318,777	316,747
	332,986	333,718
<b>TOTAL CURRENT LIABILITIES</b>		
<b>LONG-TERM LIABILITIES</b>		
Notes payable, net of current portion	602,764	671,541
	935,750	1,005,259
<b>TOTAL LIABILITIES</b>		
<b>PARTNERS' CAPITAL (DEFICIT)</b>	(746,535)	(810,763)
<b>TOTAL LIABILITIES AND PARTNERS' CAPITAL</b>	\$ 189,215	\$ 194,496

See Accountants' Compilation Report and Notes to Financial Statements

**LOWELL TERRACE ASSOCIATES**  
**STATEMENTS OF REVENUE AND EXPENSES -**  
**INCOME TAX BASIS**  
**FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005**

	<u>2006</u>	<u>2005</u>
REVENUE		
Rental income	\$ 267,603	\$ 274,258
Other income	2,231	2,174
	<hr/>	<hr/>
TOTAL REVENUE	269,834	276,432
	<hr/>	<hr/>
OPERATING EXPENSES		
Real estate taxes	38,300	35,614
Gas	34,893	25,623
Repairs and maintenance	22,640	13,073
Management fees	20,604	18,449
Interest	15,882	29,852
Electricity	12,116	10,046
Insurance	10,038	9,540
Water and sewer	9,303	11,758
Accounting fees	9,261	3,075
Janitorial service	6,351	8,861
Exterminator	4,305	2,600
Depreciation	4,068	4,058
Supplies	3,883	3,171
Fire alarm	2,680	2,659
Waste disposal	2,160	2,160
Filing fee	1,315	-
Bank charges	1,279	1,480
General partner fees	1,200	1,200
Legal fees	1,156	-
Appliances	898	-
Central business district tax	828	804
Rental equipment	571	-
Grounds maintenance	475	1,620
Advertising	461	752
Telephone	375	317
Entertainment	240	67
Rental incentive plan fee	100	-
Foreign tax expense	38	13
Amortization	-	2,250
	<hr/>	<hr/>
TOTAL OPERATING EXPENSES	\$ 205,420	\$ 189,042
	<hr/>	<hr/>

See Accountants' Compilation Report and Notes to Financial Statements

**LOWELL TERRACE ASSOCIATES**  
**STATEMENTS OF REVENUE AND EXPENSES -**  
**INCOME TAX BASIS**  
**FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005**

	<u>2006</u>	<u>2005</u>
INCOME FROM OPERATIONS	64,414	87,390
INTEREST AND DIVIDEND INCOME	2,266	2,842
GAIN ON SALE OF SECURITIES	<u>2,640</u>	<u>-</u>
INCOME BEFORE STATE TAXES	69,320	90,232
STATE TAXES PAID	<u>(5,092)</u>	<u>(11,298)</u>
NET INCOME	<u>\$ 64,228</u>	<u>\$ 78,934</u>

See Accountants' Compilation Report and Notes to Financial Statements

**LOWELL TERRACE ASSOCIATES**  
**STATEMENTS OF CHANGES IN PARTNERS' CAPITAL (DEFICIENCY) -**  
**INCOME TAX BASIS**  
**FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005**

BALANCE, December 31, 2004	\$ (847,697)
Net Income	78,934
Cash Distributions to Partners	<u>(42,000)</u>
BALANCE, December 31, 2005	(810,763)
Net Income	64,228
Cash Distributions to Partners	<u>-</u>
BALANCE, December 31, 2006	<u><u>\$ (746,535)</u></u>

See Accountants' Compilation Report and Notes to Financial Statements

**LOWELL TERRACE ASSOCIATES**  
**STATEMENTS OF CASH FLOWS -**  
**INCOME TAX BASIS**  
**FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005**

	<u>2006</u>	<u>2005</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net Income	\$ 64,228	\$ 78,934
Adjustments to reconcile net income to net cash from operations:		
Depreciation	4,068	4,058
Amortization	-	2,250
Increase (decrease) in assets and liabilities:		
Security deposits payable	(2,762)	(1,850)
Due from Metropolis	(3,302)	-
	<u>62,232</u>	<u>83,392</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Purchase of new equipment and improvements	(6,197)	(1,118)
Principal payments on notes payable	(66,747)	(64,777)
Cash distributions to partners	-	(42,000)
	<u>(72,944)</u>	<u>(107,895)</u>
<b>NET CASH USED BY FINANCING ACTIVITIES</b>		
<b>NET DECREASE IN CASH</b>	(10,712)	(24,503)
<b>CASH, BEGINNING OF YEAR</b>	<u>133,456</u>	<u>157,959</u>
<b>CASH, END OF YEAR</b>	<u>\$ 122,744</u>	<u>\$ 133,456</u>

**SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION**

	<u>2006</u>	<u>2005</u>
Cash paid during the year for:		
Interest	\$ 15,882	\$ 29,852
State Taxes, net of refunds	\$ 5,092	\$ 11,298

See Accountants' Compilation Report and Notes to Financial Statements

**LOWELL TERRACE ASSOCIATES**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005**

**NOTE 1. THE PARTNERSHIP**

Lowell Terrace Associates is a New Hampshire general partnership formed on September 1, 1984 for the purpose of managing and investing in real estate for its own purposes or on behalf of others. During 1986, the Partnership, through a related party (See Note 5), completed the construction of a 63-unit low-income housing project in Manchester, New Hampshire. Occupancy in units of the project includes leases whose rent levels conform to the Section 8 Existing Program offered by the United States Department of Housing and Urban Development. This project is presently the Partnership's only investment.

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of Presentation

The Partnership's policy is to prepare its financial statements on the accounting basis used for income tax purposes, generally on the basis of cash receipts and disbursements. On such basis, the financial statements do not include rents accrued or uncollected, or accounts payable for services billed but unpaid and other accrued liabilities. These policies differ from generally accepted accounting principles whereby income and the related assets are recognized when earned and certain expenses are recognized when the related obligations are incurred.

Depreciation

Depreciation is computed using straight-line and accelerated methods over lives ranging from five to twenty-eight years.

Deferred Costs

Financing fees have been amortized over the term (20 years) of the underlying indebtedness to which it relates.

Income Taxes

Lowell Terrace Associates is treated as a Partnership for federal income tax purposes and does not incur federal income taxes. Instead, the Partnership's profits and losses are reported in the individual partners' tax return. The Partnership is liable for state income taxes and state business taxes. When state taxes are paid by the Partnership, such taxes are reflected in the partners' distributive share of income or loss.

Concentration of Credit Risk

The Partnership occasionally maintains deposits in excess of Federally insured limits. Statements of Financial Accounting Standards No. 105 identifies these items as a concentration of credit risk requiring disclosure regardless of the degree of risk. The risk is managed by maintaining all deposits in high quality financial institutions.

**LOWELL TERRACE ASSOCIATES  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005**

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

Reclassifications

Certain amounts in the December 31, 2005 financial statements have been reclassified to conform to the December 31, 2006 presentation.

NOTE 3. NOTES PAYABLE

Notes payable at December 31, 2006 and 2005 consist of the following:

	<u>2006</u>	<u>2005</u>
\$1,500,000 Promissory Note dated December 1984, (as amended and modified) with the following terms and conditions:		
\$1,250,000 of the Promissory Note bears interest at 3%; payable in monthly installments of \$6,886; matures July 2013. The note is secured by a first mortgage on the project and the personal guarantees of the partners.	\$ 493,064	\$ 559,811
\$250,000 of the Promissory Note requires annual interest payments commencing in 1987 equal to 50% of the net cash flows of the project, as defined; a balloon payment of principal and interest is due under the terms of the original note 20 years after completion of construction equal to one-half (1/2) of the fair market value of the property at that date. The note is secured by a first mortgage on the project and the personal guarantees of the partners. Interest payments of \$12,000 were made in 2005.	250,000	250,000
Note payable to a partner; principal due on demand, interest at 10.5% per annum; collateralized by a mortgage on the project. No payments were made on this note during 2006 and 2005.	80,000	80,000

**LOWELL TERRACE ASSOCIATES**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005**

NOTE 3. NOTES PAYABLE (continued)

	<u>2006</u>	<u>2005</u>
Other unsecured notes payable due to affiliated entities and partners of the Partnership, with no repayment terms or rates of interest specified.	<u>\$ 98,477</u>	<u>\$ 98,477</u>
	921,541	988,288
Less: current portion due within one year	<u>(318,777)</u>	<u>(316,747)</u>
	<u>\$ 602,764</u>	<u>\$ 671,541</u>

The aggregate amount of future principal payments on partnership debt at December 31, 2006 are as follows:

Year Ending	
December 31,	
2007	\$318,777
2008	70,869
2009	73,025
2010	75,246
2011	77,534
2012 and thereafter	<u>306,090</u>
Total	<u>\$921,541</u>

NOTE 4. RELATED PARTY TRANSACTIONS

The Partnership receives property management services (for a management fee determined at 7% of rental income) from a related entity. The Partnership paid \$1,200 during 2006 and 2005 to an entity controlled by one of the partners for extraordinary general partner services. In addition, as discussed in Note 3, the Partnership is obligated to the partners and various other related parties in the amount of \$178,477 at December 31, 2006 and 2005.

**Lowell Terrace**  
**Payments on \$1,250,000**  
**First Mortgage**

NUMBER	DATE PAID	AMOUNT PAID
1	5/17/89	7,829.69
2	6/6/89	7,829.69
3	7/17/89	7,829.69
4	8/10/89	7,829.69
5	9/13/89	7,829.69
6	11/22/89	7,829.69
7	11/22/89	7,829.69
8	12/13/89	7,829.69
9	1/17/90	7,829.69
10	2/15/90	7,829.69
11	3/15/89	7,829.69
12	4/18/90	7,829.69
13	5/14/90	7,829.69
14	6/14/90	7,829.69
15	7/17/90	7,829.69
16	8/20/90	7,829.69
17	9/12/90	7,829.69
18	10/26/90	7,829.69
19	11/19/90	7,829.69
20	12/24/90	7,829.69
21	1/15/91	7,829.69
22	2/21/91	7,829.69
23	3/14/91	7,829.69
24	4/15/91	7,829.69
25	5/20/91	7,829.69
26	6/13/91	7,829.69
27	7/30/91	7,829.69
28	8/15/91	7,829.69
29	9/16/91	7,829.69
30	10/21/91	7,829.69
31	11/18/91	7,829.69
32	12/13/91	7,829.69
33	1/15/92	7,829.69
34	2/19/92	7,829.69
35	3/6/92	7,829.69
36	4/16/92	7,829.69
37	5/14/92	7,829.69
38	6/15/92	7,829.69
39	7/31/92	7,829.69
40	8/12/92	7,829.69
41	8/19/92	7,829.69
42	9/22/92	7,829.69
43	10/13/92	7,829.69
44	11/17/92	7,829.69
45	12/11/92	7,829.69
46	1/12/93	7,829.69
47	2/11/93	7,829.69
48	3/11/93	7,829.69
49	4/13/93	7,829.69
50	5/11/93	7,829.69

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51	6/11/93	7,829.69
52	7/14/93	7,829.69
53	8/9/93	7,829.69
54	9/9/93	7,829.69
55	10/14/93	7,829.69
56	11/19/93	7,829.69
57	12/13/93	7,829.69
58	1/6/94	7,829.69
59	2/16/94	7,829.69
60	3/11/94	7,829.69
61	4/13/94	7,829.69
62	5/25/94	7,829.69
63	6/30/94	7,829.69
64	8/15/94	7,829.69
65	10/14/94	7,829.69
66	10/14/94	7,829.69
67	11/28/94	7,829.69
68	12/29/94	7,829.69
69	1/31/95	7,829.69
70	4/10/95	2,500.00
71	5/9/95	2,500.00
72	6/15/95	2,500.00
73	7/15/95	2,500.00
74	8/15/95	2,500.00
75	9/14/95	2,500.00
76	10/20/95	2,500.00
77	11/20/95	2,500.00
78	12/26/95	2,500.00
79	1/19/96	2,500.00
80	2/20/96	2,500.00
81	3/18/96	2,500.00
82	4/18/96	2,500.00
83	5/13/96	2,500.00
84	6/11/96	2,500.00
85	7/12/96	2,500.00
86	8/15/96	2,500.00
87	9/13/96	2,500.00
88	10/96	2,500.00
89	11/19/96	2,500.00
90	12/10/96	2,500.00
91	1/24/97	2,500.00
92	3/17/97	2,500.00
93	4/15/97	2,500.00
94	5/16/97	2,500.00
95	06/19/97	2,500.00
96	07/21/97	2,500.00
97	8/19/97	2,500.00
98	09/23/97	2,500.00
99	10/16/97	2,500.00
100	11/20/97	2,500.00
101	12/12/97	2,500.00
102	1/26/98	2,500.00
103	2/18/98	2,500.00
104	3/17/98	2,500.00
105	4/16/98	2,500.00
106	5/13/98	2,500.00
107	6/16/98	2,500.00
108	8/7/98	6,885.71

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109	9/3/98	6,885.71
110	copy of check not made	6,885.71
111	11/6/98	6,885.71
112	12/3/98	6,885.71
113	1/5/99	6,885.71
114	2/8/99	6,885.71
115	3/8/99	6,885.71
116	4/08/99	6,885.71
117	5/17/99	6,885.71
118	6/30/99	6,885.71
119	7/6/99	6,885.71
120	8/3/99	6,885.71
121	9/2/99	6,885.71
122	10/5/99	6,885.71
123	11/4/99	6,885.71
124	12/2/99	6,885.71
125	1/6/00	6,885.71
126	2/3/0	6,885.71
127	3/1/00	6,885.71
128	4/6/00	6,885.71
129	5/4/00	6,885.71
130	6/1/00	6,885.71
131	7/6/00	6,885.71
132	8/8/00	6,885.71
133	9/7/00	6,885.71
134	10/5/00	6,885.71
135	10/2/00	6,885.71
136	12/5/00	6,885.71
137	01/05/01	6,885.71
138	02/07/01	6,885.71
139	03/12/01	6,885.71
140	4/6/01	6,885.71
141	05/07/01	6,885.71
142	06/06/01	6,885.71
143	07/10/01	6,885.71
144	08/02/01	6,885.71
145	09/06/01	6,885.71
146	10/04/01	6,885.71
147	11/02/01	6,885.71
148	12/6/01	6,885.71
149	1/3/02	6,885.71
150	2/7/02	6,885.71
151	3/14/02	6,885.71
152	4/4/02	6,885.71
153	5/9/02	6,885.71
154	6/6/02	6,885.71
155	07/02/02	6,885.71
156	08/02/02	6,885.71
157	9/5/02	6,885.71
158	10/03/02	6,885.71
159	11/4/02	6,885.71
160	12/05/02	6,885.71
161	01/02/03	6,885.71
162	02/06/03	6,885.71
163	3/6/03	6,885.71
164	4/10/03	6,885.71
165	5/8/03	6,885.71
166	6/5/03	6,885.71

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167	7/3/03	6,885.71
168	08/07/03	6,885.71
169	9/7/03	6,885.71
170	10/02/03	6,885.71
171	11/07/03	6,885.71
172	12/5/03	6,885.71
173	01/08/04	6,885.71
174	2/5/04	6,885.71
175	3/4/04	6,885.71
176	4/1/04	6,885.71
177	5/6/04	6,885.71
178	6/3/04	6,885.71
179	7/9/04	6,885.71
180	8/5/04	6,885.71
181	9/2/04	6,885.71
182	10/7/04	6,885.71
183	11/4/04	6,885.71
184	12/2/04	6,885.71
185	1/6/05	6,885.71
186	2/3/05	6,885.71
187	03/05/05	6,885.71
188	4/7/05	6,885.71
189	5/5/05	6,885.71
190	6/2/05	6,885.71
191	7/7/05	6,885.71
192	8/4/05	6,885.71
193	9/1/05	6,885.71
194	10/6/05	6,885.71
195	11/4/05	6,885.71
196	12/2/05	6,885.71
197	1/6/06	6,885.71
198	2/2/06	6,885.71
199	3/3/06	6,885.71
200	4/6/06	6,885.71
201	5/4/06	6,885.71
202	6/1/06	6,885.71
203	7/7/06	6,885.71
204	8/4/06	6,885.71
205	9/7/06	6,885.71
206	10/5/06	6,885.71
207	11/1/06	6,885.71
208	12/8/06	6,885.71
209	1/2/07	6,885.71
210	2/1/07	6,885.71
211	3/9/07	6,885.71
212	4/5/07	6,885.71
Total		\$1,351,362.45
Total Interest		\$571,730.05
Total Principal		\$779,632.40
Total Paid		\$1,351,362.45

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Lowell Terrace

Interest Payments on \$250,000 Second Mortgage

Fiscal Year	Amount
2007	0
2006	12,000
2005	30,000
2004	25,000
2003	90,000
2001	35,293
Total Received	\$192,293

Wes  
5/30/07

CDBG PROGRAM INCOME			Principal Amount	\$	997,087.76
LOWELL TERRACE			Years to Maturity		15
			# of Payments		180
			Interest Rate		3.00%
			Pmts per year		12
			Year of Loan		
			Payment		\$6,885.71
#	Date	Payment	Interest	Principal	Balance
					\$ 997,087.76
1	Aug-98	\$6,885.71	\$ 2,492.72	\$ 4,392.99	\$ 992,694.77
2	Sep-98	\$6,885.71	\$ 2,481.74	\$ 4,403.97	\$ 988,290.81
3	Oct-98	\$6,885.71	\$ 2,470.73	\$ 4,414.98	\$ 983,875.83
4	Nov-98	\$6,885.71	\$ 2,459.69	\$ 4,426.02	\$ 979,449.81
5	Dec-98	\$6,885.71	\$ 2,448.62	\$ 4,437.08	\$ 975,012.73
6	Jan-99	\$6,885.71	\$ 2,437.53	\$ 4,448.17	\$ 970,564.56
7	Feb-99	\$6,885.71	\$ 2,426.41	\$ 4,459.29	\$ 966,105.27
8	Mar-99	\$6,885.71	\$ 2,415.26	\$ 4,470.44	\$ 961,634.82
9	Apr-99	\$6,885.71	\$ 2,404.09	\$ 4,481.62	\$ 957,153.21
10	May-99	\$6,885.71	\$ 2,392.88	\$ 4,492.82	\$ 952,660.38
11	Jun-99	\$6,885.71	\$ 2,381.65	\$ 4,504.05	\$ 948,156.33
12	Jul-99	\$6,885.71	\$ 2,370.39	\$ 4,515.31	\$ 943,641.02
13	Aug-99	\$6,885.71	\$ 2,359.10	\$ 4,526.60	\$ 939,114.41
14	Sep-99	\$6,885.71	\$ 2,347.79	\$ 4,537.92	\$ 934,576.49
15	Oct-99	\$6,885.71	\$ 2,336.44	\$ 4,549.26	\$ 930,027.23
16	Nov-99	\$6,885.71	\$ 2,325.07	\$ 4,560.64	\$ 925,466.59
17	Dec-99	\$6,885.71	\$ 2,313.67	\$ 4,572.04	\$ 920,894.55
18	Jan-00	\$6,885.71	\$ 2,302.24	\$ 4,583.47	\$ 916,311.09
19	Feb-00	\$6,885.71	\$ 2,290.78	\$ 4,594.93	\$ 911,716.16
20	Mar-00	\$6,885.71	\$ 2,279.29	\$ 4,606.41	\$ 907,109.74
21	Apr-00	\$6,885.71	\$ 2,267.77	\$ 4,617.93	\$ 902,491.81
22	May-00	\$6,885.71	\$ 2,256.23	\$ 4,629.48	\$ 897,862.34
23	Jun-00	\$6,885.71	\$ 2,244.66	\$ 4,641.05	\$ 893,221.29
24	Jul-00	\$6,885.71	\$ 2,233.05	\$ 4,652.65	\$ 888,568.64
25	Aug-00	\$6,885.71	\$ 2,221.42	\$ 4,664.28	\$ 883,904.35
26	Sep-00	\$6,885.71	\$ 2,209.76	\$ 4,675.94	\$ 879,228.41
27	Oct-00	\$6,885.71	\$ 2,198.07	\$ 4,687.63	\$ 874,540.78
28	Nov-00	\$6,885.71	\$ 2,186.35	\$ 4,699.35	\$ 869,841.42
29	Dec-00	\$6,885.71	\$ 2,174.60	\$ 4,711.10	\$ 865,130.32
30	Jan-01	\$6,885.71	\$ 2,162.83	\$ 4,722.88	\$ 860,407.44
31	Feb-01	\$6,885.71	\$ 2,151.02	\$ 4,734.69	\$ 855,672.76
32	Mar-01	\$6,885.71	\$ 2,139.18	\$ 4,746.52	\$ 850,926.23
33	Apr-01	\$6,885.71	\$ 2,127.32	\$ 4,758.39	\$ 846,167.84
34	May-01	\$6,885.71	\$ 2,115.42	\$ 4,770.29	\$ 841,397.56
35	Jun-01	\$6,885.71	\$ 2,103.49	\$ 4,782.21	\$ 836,615.35
36	Jul-01	\$6,885.71	\$ 2,091.54	\$ 4,794.17	\$ 831,821.18
37	Aug-01	\$6,885.71	\$ 2,079.55	\$ 4,806.15	\$ 827,015.03
38	Sep-01	\$6,885.71	\$ 2,067.54	\$ 4,818.17	\$ 822,196.86
39	Oct-01	\$6,885.71	\$ 2,055.49	\$ 4,830.21	\$ 817,366.65
40	Nov-01	\$6,885.71	\$ 2,043.42	\$ 4,842.29	\$ 812,524.36
41	Dec-01	\$6,885.71	\$ 2,031.31	\$ 4,854.39	\$ 807,669.97
42	Jan-02	\$6,885.71	\$ 2,019.17	\$ 4,866.53	\$ 802,803.44
43	Feb-02	\$6,885.71	\$ 2,007.01	\$ 4,878.70	\$ 797,924.74
44	Mar-02	\$6,885.71	\$ 1,994.81	\$ 4,890.89	\$ 793,033.85

Lowell Terrace

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CDBG PROGRAM INCOME				Principal Amount	\$	997,087.76
LOWELL TERRACE				Years to Maturity		15
				# of Payments		180
				Interest Rate		3.00%
				Pmts per year		12
				Year of Loan		
				Payment		\$6,885.71
#	Date	Payment	Interest	Principal		Balance
45	Apr-02	\$6,885.71	\$ 1,982.58	\$ 4,903.12	\$	788,130.73
46	May-02	\$6,885.71	\$ 1,970.33	\$ 4,915.38	\$	783,215.35
47	Jun-02	\$6,885.71	\$ 1,958.04	\$ 4,927.67	\$	778,287.68
48	Jul-02	\$6,885.71	\$ 1,945.72	\$ 4,939.99	\$	773,347.69
49	Aug-02	\$6,885.71	\$ 1,933.37	\$ 4,952.34	\$	768,395.36
50	Sep-02	\$6,885.71	\$ 1,920.99	\$ 4,964.72	\$	763,430.64
51	Oct-02	\$6,885.71	\$ 1,908.58	\$ 4,977.13	\$	758,453.51
52	Nov-02	\$6,885.71	\$ 1,896.13	\$ 4,989.57	\$	753,463.94
53	Dec-02	\$6,885.71	\$ 1,883.66	\$ 5,002.05	\$	748,461.90
54	Jan-03	\$6,885.71	\$ 1,871.15	\$ 5,014.55	\$	743,447.35
55	Feb-03	\$6,885.71	\$ 1,858.62	\$ 5,027.09	\$	738,420.26
56	Mar-03	\$6,885.71	\$ 1,846.05	\$ 5,039.65	\$	733,380.61
57	Apr-03	\$6,885.71	\$ 1,833.45	\$ 5,052.25	\$	728,328.35
58	May-03	\$6,885.71	\$ 1,820.82	\$ 5,064.88	\$	723,263.47
59	Jun-03	\$6,885.71	\$ 1,808.16	\$ 5,077.55	\$	718,185.92
60	Jul-03	\$6,885.71	\$ 1,795.46	\$ 5,090.24	\$	713,095.68
61	Aug-03	\$6,885.71	\$ 1,782.74	\$ 5,102.97	\$	707,992.72
62	Sep-03	\$6,885.71	\$ 1,769.98	\$ 5,115.72	\$	702,876.99
63	Oct-03	\$6,885.71	\$ 1,757.19	\$ 5,128.51	\$	697,748.48
64	Nov-03	\$6,885.71	\$ 1,744.37	\$ 5,141.33	\$	692,607.15
65	Dec-03	\$6,885.71	\$ 1,731.52	\$ 5,154.19	\$	687,452.96
66	Jan-04	\$6,885.71	\$ 1,718.63	\$ 5,167.07	\$	682,285.89
67	Feb-04	\$6,885.71	\$ 1,705.71	\$ 5,179.99	\$	677,105.90
68	Mar-04	\$6,885.71	\$ 1,692.76	\$ 5,192.94	\$	671,912.96
69	Apr-04	\$6,885.71	\$ 1,679.78	\$ 5,205.92	\$	666,707.03
70	May-04	\$6,885.71	\$ 1,666.77	\$ 5,218.94	\$	661,488.10
71	Jun-04	\$6,885.71	\$ 1,653.72	\$ 5,231.98	\$	656,256.11
72	Jul-04	\$6,885.71	\$ 1,640.64	\$ 5,245.06	\$	651,011.05
73	Aug-04	\$6,885.71	\$ 1,627.53	\$ 5,258.18	\$	645,752.87
74	Sep-04	\$6,885.71	\$ 1,614.38	\$ 5,271.32	\$	640,481.55
75	Oct-04	\$6,885.71	\$ 1,601.20	\$ 5,284.50	\$	635,197.05
76	Nov-04	\$6,885.71	\$ 1,587.99	\$ 5,297.71	\$	629,899.33
77	Dec-04	\$6,885.71	\$ 1,574.75	\$ 5,310.96	\$	624,588.38
78	Jan-05	\$6,885.71	\$ 1,561.47	\$ 5,324.23	\$	619,264.14
79	Feb-05	\$6,885.71	\$ 1,548.16	\$ 5,337.54	\$	613,926.60
80	Mar-05	\$6,885.71	\$ 1,534.82	\$ 5,350.89	\$	608,575.71
81	Apr-05	\$6,885.71	\$ 1,521.44	\$ 5,364.27	\$	603,211.44
82	May-05	\$6,885.71	\$ 1,508.03	\$ 5,377.68	\$	597,833.77
83	Jun-05	\$6,885.71	\$ 1,494.58	\$ 5,391.12	\$	592,442.65
84	Jul-05	\$6,885.71	\$ 1,481.11	\$ 5,404.60	\$	587,038.05
85	Aug-05	\$6,885.71	\$ 1,467.60	\$ 5,418.11	\$	581,619.94
86	Sep-05	\$6,885.71	\$ 1,454.05	\$ 5,431.66	\$	576,188.28
87	Oct-05	\$6,885.71	\$ 1,440.47	\$ 5,445.23	\$	570,743.05
88	Nov-05	\$6,885.71	\$ 1,426.86	\$ 5,458.85	\$	565,284.20
89	Dec-05	\$6,885.71	\$ 1,413.21	\$ 5,472.49	\$	559,811.71

Lowell Terrace

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CDBG PROGRAM INCOME			Principal Amount		\$ 997,087.76
LOWELL TERRACE			Years to Maturity		15
			# of Payments		180
			Interest Rate		3.00%
			Pmts per year		12
			Year of Loan		
			Payment		\$6,885.71
#	Date	Payment	Interest	Principal	Balance
90	Jan-06	\$6,885.71	\$ 1,399.53	\$ 5,486.18	\$ 554,325.53
91	Feb-06	\$6,885.71	\$ 1,385.81	\$ 5,499.89	\$ 548,825.64
92	Mar-06	\$6,885.71	\$ 1,372.06	\$ 5,513.64	\$ 543,312.00
93	Apr-06	\$6,885.71	\$ 1,358.28	\$ 5,527.43	\$ 537,784.57
94	May-06	\$6,885.71	\$ 1,344.46	\$ 5,541.24	\$ 532,243.33
95	Jun-06	\$6,885.71	\$ 1,330.61	\$ 5,555.10	\$ 526,688.23
96	Jul-06	\$6,885.71	\$ 1,316.72	\$ 5,568.98	\$ 521,119.25
97	Aug-06	\$6,885.71	\$ 1,302.80	\$ 5,582.91	\$ 515,536.34
98	Sep-06	\$6,885.71	\$ 1,288.84	\$ 5,596.86	\$ 509,939.48
99	Oct-06	\$6,885.71	\$ 1,274.85	\$ 5,610.86	\$ 504,328.62
100	Nov-06	\$6,885.71	\$ 1,260.82	\$ 5,624.88	\$ 498,703.74
101	Dec-06	\$6,885.71	\$ 1,246.76	\$ 5,638.95	\$ 493,064.79
102	Jan-07	\$6,885.71	\$ 1,232.66	\$ 5,653.04	\$ 487,411.75
103	Feb-07	\$6,885.71	\$ 1,218.53	\$ 5,667.18	\$ 481,744.57
104	Mar-07	\$6,885.71	\$ 1,204.36	\$ 5,681.34	\$ 476,063.23
105	Apr-07	\$6,885.71	\$ 1,190.16	\$ 5,695.55	\$ 470,367.68
106	May-07	\$6,885.71	\$ 1,175.92	\$ 5,709.79	\$ 464,657.90
107	Jun-07	\$6,885.71	\$ 1,161.64	\$ 5,724.06	\$ 458,933.84
108	Jul-07	\$6,885.71	\$ 1,147.33	\$ 5,738.37	\$ 453,195.47
109	Aug-07	\$6,885.71	\$ 1,132.99	\$ 5,752.72	\$ 447,442.75
110	Sep-07	\$6,885.71	\$ 1,118.61	\$ 5,767.10	\$ 441,675.65
111	Oct-07	\$6,885.71	\$ 1,104.19	\$ 5,781.52	\$ 435,894.14
112	Nov-07	\$6,885.71	\$ 1,089.74	\$ 5,795.97	\$ 430,098.17
113	Dec-07	\$6,885.71	\$ 1,075.25	\$ 5,810.46	\$ 424,287.71
114	Jan-08	\$6,885.71	\$ 1,060.72	\$ 5,824.99	\$ 418,462.72
115	Feb-08	\$6,885.71	\$ 1,046.16	\$ 5,839.55	\$ 412,623.17
116	Mar-08	\$6,885.71	\$ 1,031.56	\$ 5,854.15	\$ 406,769.03
117	Apr-08	\$6,885.71	\$ 1,016.92	\$ 5,868.78	\$ 400,900.24
118	May-08	\$6,885.71	\$ 1,002.25	\$ 5,883.45	\$ 395,016.79
119	Jun-08	\$6,885.71	\$ 987.54	\$ 5,898.16	\$ 389,118.63
120	Jul-08	\$6,885.71	\$ 972.80	\$ 5,912.91	\$ 383,205.72
121	Aug-08	\$6,885.71	\$ 958.01	\$ 5,927.69	\$ 377,278.03
122	Sep-08	\$6,885.71	\$ 943.20	\$ 5,942.51	\$ 371,335.52
123	Oct-08	\$6,885.71	\$ 928.34	\$ 5,957.37	\$ 365,378.15
124	Nov-08	\$6,885.71	\$ 913.45	\$ 5,972.26	\$ 359,405.89
125	Dec-08	\$6,885.71	\$ 898.51	\$ 5,987.19	\$ 353,418.70
126	Jan-09	\$6,885.71	\$ 883.55	\$ 6,002.16	\$ 347,416.54
127	Feb-09	\$6,885.71	\$ 868.54	\$ 6,017.16	\$ 341,399.38
128	Mar-09	\$6,885.71	\$ 853.50	\$ 6,032.21	\$ 335,367.17
129	Apr-09	\$6,885.71	\$ 838.42	\$ 6,047.29	\$ 329,319.89
130	May-09	\$6,885.71	\$ 823.30	\$ 6,062.41	\$ 323,257.48
131	Jun-09	\$6,885.71	\$ 808.14	\$ 6,077.56	\$ 317,179.92
132	Jul-09	\$6,885.71	\$ 792.95	\$ 6,092.76	\$ 311,087.16
133	Aug-09	\$6,885.71	\$ 777.72	\$ 6,107.99	\$ 304,979.18
134	Sep-09	\$6,885.71	\$ 762.45	\$ 6,123.26	\$ 298,855.92

Lowell Terrace

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CDBG PROGRAM INCOME			Principal Amount	\$ 997,087.76	
LOWELL TERRACE			Years to Maturity	15	
			# of Payments	180	
			Interest Rate	3.00%	
			Pmts per year	12	
			Year of Loan		
			Payment	\$6,885.71	
#	Date	Payment	Interest	Principal	Balance
135	Oct-09	\$6,885.71	\$ 747.14	\$ 6,138.57	\$ 292,717.35
136	Nov-09	\$6,885.71	\$ 731.79	\$ 6,153.91	\$ 286,563.44
137	Dec-09	\$6,885.71	\$ 716.41	\$ 6,169.30	\$ 280,394.15
138	Jan-10	\$6,885.71	\$ 700.99	\$ 6,184.72	\$ 274,209.43
139	Feb-10	\$6,885.71	\$ 685.52	\$ 6,200.18	\$ 268,009.25
140	Mar-10	\$6,885.71	\$ 670.02	\$ 6,215.68	\$ 261,793.56
141	Apr-10	\$6,885.71	\$ 654.48	\$ 6,231.22	\$ 255,562.34
142	May-10	\$6,885.71	\$ 638.91	\$ 6,246.80	\$ 249,315.54
143	Jun-10	\$6,885.71	\$ 623.29	\$ 6,262.42	\$ 243,053.13
144	Jul-10	\$6,885.71	\$ 607.63	\$ 6,278.07	\$ 236,775.05
145	Aug-10	\$6,885.71	\$ 591.94	\$ 6,293.77	\$ 230,481.29
146	Sep-10	\$6,885.71	\$ 576.20	\$ 6,309.50	\$ 224,171.79
147	Oct-10	\$6,885.71	\$ 560.43	\$ 6,325.28	\$ 217,846.51
148	Nov-10	\$6,885.71	\$ 544.62	\$ 6,341.09	\$ 211,505.42
149	Dec-10	\$6,885.71	\$ 528.76	\$ 6,356.94	\$ 205,148.48
150	Jan-11	\$6,885.71	\$ 512.87	\$ 6,372.83	\$ 198,775.65
151	Feb-11	\$6,885.71	\$ 496.94	\$ 6,388.77	\$ 192,386.88
152	Mar-11	\$6,885.71	\$ 480.97	\$ 6,404.74	\$ 185,982.14
153	Apr-11	\$6,885.71	\$ 464.96	\$ 6,420.75	\$ 179,561.39
154	May-11	\$6,885.71	\$ 448.90	\$ 6,436.80	\$ 173,124.59
155	Jun-11	\$6,885.71	\$ 432.81	\$ 6,452.89	\$ 166,671.70
156	Jul-11	\$6,885.71	\$ 416.68	\$ 6,469.03	\$ 160,202.67
157	Aug-11	\$6,885.71	\$ 400.51	\$ 6,485.20	\$ 153,717.47
158	Sep-11	\$6,885.71	\$ 384.29	\$ 6,501.41	\$ 147,216.06
159	Oct-11	\$6,885.71	\$ 368.04	\$ 6,517.66	\$ 140,698.40
160	Nov-11	\$6,885.71	\$ 351.75	\$ 6,533.96	\$ 134,164.44
161	Dec-11	\$6,885.71	\$ 335.41	\$ 6,550.29	\$ 127,614.14
162	Jan-12	\$6,885.71	\$ 319.04	\$ 6,566.67	\$ 121,047.47
163	Feb-12	\$6,885.71	\$ 302.62	\$ 6,583.09	\$ 114,464.39
164	Mar-12	\$6,885.71	\$ 286.16	\$ 6,599.54	\$ 107,864.84
165	Apr-12	\$6,885.71	\$ 269.66	\$ 6,616.04	\$ 101,248.80
166	May-12	\$6,885.71	\$ 253.12	\$ 6,632.58	\$ 94,616.22
167	Jun-12	\$6,885.71	\$ 236.54	\$ 6,649.16	\$ 87,967.05
168	Jul-12	\$6,885.71	\$ 219.92	\$ 6,665.79	\$ 81,301.27
169	Aug-12	\$6,885.71	\$ 203.25	\$ 6,682.45	\$ 74,618.82
170	Sep-12	\$6,885.71	\$ 186.55	\$ 6,699.16	\$ 67,919.66
171	Oct-12	\$6,885.71	\$ 169.80	\$ 6,715.91	\$ 61,203.75
172	Nov-12	\$6,885.71	\$ 153.01	\$ 6,732.70	\$ 54,471.06
173	Dec-12	\$6,885.71	\$ 136.18	\$ 6,749.53	\$ 47,721.53
174	Jan-13	\$6,885.71	\$ 119.30	\$ 6,766.40	\$ 40,955.13
175	Feb-13	\$6,885.71	\$ 102.39	\$ 6,783.32	\$ 34,171.81
176	Mar-13	\$6,885.71	\$ 85.43	\$ 6,800.28	\$ 27,371.53
177	Apr-13	\$6,885.71	\$ 68.43	\$ 6,817.28	\$ 20,554.26
178	May-13	\$6,885.71	\$ 51.39	\$ 6,834.32	\$ 13,719.94
179	Jun-13	\$6,885.71	\$ 34.30	\$ 6,851.41	\$ 6,868.53

Lowell Terrace

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<b>CDBG PROGRAM INCOME</b>			Principal Amount	\$	997,087.76
<b>LOWELL TERRACE</b>			Years to Maturity		15
			# of Payments		180
			Interest Rate		3.00%
			Pmts per year		12
			Year of Loan		
			Payment		\$6,885.71
<b>#</b>	<b>Date</b>	<b>Payment</b>	<b>Interest</b>	<b>Principal</b>	<b>Balance</b>
180	Jul-13	\$6,885.71	\$ 17.17	\$ 6,868.53	\$ (0.00)
	Total	\$ 1,239,426.90	\$ 242,339.14	\$ 997,087.76	

Lowell Terrace

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Draft

# Memo

**To:** Kevin Clougherty, Tom Clark, Bob McKenzie, Jay Taylor  
**From:** Randy M. Sherman  
**Date:** September 18, 2001  
**Re:** Lowell Terrace

---

At our meeting of September 6, 2001, I was requested to put together a proposal for consideration relative to the Lowell Terrace project. In this regard, I present the following background, comments and recommendations.

## Background

- In 1984 the City, through the MHRA, made a loan totaling \$1,500,000 to Lowell Terrace Associates, a New Hampshire General Partnership, for the purposes of rehabilitating a fire damaged building at the northwest corner of Chestnut and Lowell Streets. The loan was comprised of two components: a \$1,250,000 low interest portion resembling a note and a \$250,000 portion resembling a limited-term equity contribution.
- The \$1,250,000 portion was to be amortized at an annual interest rate equal to three (3%) percent over a twenty year period following the completion of the construction. The first three years were interest only, followed by 17 years of monthly payments of \$7,826.69. The promissory note required interest payments to begin no later than June 30, 1985, monthly payments of \$7,826.69 to begin no later than June 30, 1988.
- The \$250,000 portion is to be repaid as a balloon payment 20 years following the completed construction. The payment is to equal one-half of the then current market value. The City was also to receive, for 20 years following construction, as proxy for interest on the \$250,000 portion, an annual payment equal to one-half of the net cash flow from the project.
- A project overrun of approximately \$120,000 was funded by Amoskeag Bank with collateral provided by Carolyn Morgan.
- In September 1988, two dates in the promissory note were amended. The payment dates relative to the payments on the \$1,250,000 portion of the note changed from June 30, 1985 to May 1, 1986 and from June 30, 1988 to May 1, 1989. As part of the same agreement, the parties agreed to establish April 1, 1986 as the date on which construction was completed and the City waived all late charges resulting from construction delays.
- Through December 1993, the City had received scheduled payments leaving the principal balance due on the \$1,250,000 portion at \$967,582. The project, however, was delinquent on property taxes. At this time, the parties amended the promissory note to allow the partnership fifteen months to get the property taxes current. A new amortization schedule was agreed upon allowing final payment to be July 2007. The agreement extended the term fifteen months. Payments were to resume on May 1, 1995.

- In February 1995, the City was informed that the property taxes were current. A proposal was put forward further delaying principal payments an additional 21 months, establishing a process to fund a capital reserve account and setting a payment priority upon fully funding the reserve. During the delayed payment period, monthly interest payments of \$2,500 were due to the City.
- On July 5, 1995, the BMA approved the following changes to the promissory note:
  1. The project property taxes shall remain current.
  2. The project shall pay interest payments of \$2,500 until principal payments resume.
  3. A capital reserve account shall be established with both the City and the owners.
  4. The reserve shall be funded with cash flow in excess of \$5,000 accumulated on a quarterly basis.
  5. When the capital reserve reached \$60,000 or no later than December 31, 1996, principal payments shall resume and any unpaid interest would be added to the principal.
  6. Payments on another note (Carolyn C. Morgan) shall not be made until the reserve is fully funded and the principal payments to the City have resumed.
  7. Any operating surpluses thereafter shall be applied to the principal in order to accelerate payoff of the City loan.
- It is unclear if item #7 conflicts with, or supercedes, the provision for the City to receive one-half of the project cash flow, as a proxy for interest on the \$250,000.
- Monthly payments of principal and interest did not resume on January 1, 1997. The project continued to remit interest only payments, without the consent of the City, until July 1, 1998. At that time, the principal balance was recalculated to be \$997, 088. The payments were set at \$6,885.71 and the amortization schedule was unilaterally extended to July 2013.
- In 1999, the partnership attempted to work a pay-off arrangement with the City. The City calculated the pay-off would be approximately \$1,100,000.
- In 2001, the partnership has made a new proposal relative to the amounts owed the City. The partnership is proposing to continue making monthly payments of \$6,885.71 on the \$1,250,000 loan and begin making monthly payments of \$2,684.70 in November 2001 to amortize the \$250,000 loan. Both loans would be fully paid in the summer of 2013.
- The partnership has further suggested that if the City insists on one-half of the market value, the outstanding loans should be deducted from the amount owed.
- The partnership is current on both taxes and monthly payments on the \$1,250,000 loan.
- The partnership paid cashflow of \$35,293 to the City in July 2001. This amount was intended to cover FY96 through FY2000.
- The partnership has not used operating surpluses to reduce the outstanding principal.
- No payments to Carolyn Morgan have been made since 1994. The note has a current balance of \$21,275.

- Using the revaluation as a proxy for market value, the current value is \$1,359,000.

#### Financial Statements

- The City has received copies of financial statements for the years 1996-2000.
- The statements are compilations only and presented on a tax basis.
- The statements indicate that on December 31, 1996, the capital reserve was funded at \$59,113. At December 31, 2000, the capital reserve had grown to \$260,556.
- The statements indicated that on December 31, 1995, the partnership had \$75,233 in cash of which \$9,573 represented security deposits. The December 31, 2000 balance was \$339,060 of which \$17,705 represented security deposits.
- At December 31, 2000, the partner's accumulated deficit is \$886,845.
- At December 31, 2000, accumulated depreciation equals \$1,727,996 or 95% of property book value.

#### Tax issues

- At the September 7, 2001 meeting, Peter Morgan stated that now that the project is turning a profit, the partners are making tax payments although they are not making any withdrawals from the partnership.
- The financial statements are reflective of the tax status of the partners. The accumulated deficit has been taken as a tax loss. At even a 30% tax bracket, the partners have received tax savings of roughly \$266,000. Most of this is related to the depreciation on the assets that were paid for from the City's loan.

#### Recommendation

- The partnership should remit one-half of the December 31, 2000 cash balance, net of security deposits and \$60,000 for a capital reserve fund, to the City representing past due interest on the \$250,000 portion of the loan. This payment would be \$130,677.
- Alternatively, this cash could be used to reduce principal based on the 1995 amendment.
- In the short term, the partnership should maintain the capital reserve at a \$60,000 limit. An independent analysis should be conducted to determine the proper amount going forward.
- One-half of the 2001 cash flow and all subsequent cash flows, net security deposits and deposits or withdrawals to the capital reserve fund, should be remitted to the City.
- The partnership does not have adequate cash to meet the buy-out requirement. The City should allow the partnership the option of amortizing one-half of the market value. The amortization may be over an extended period at a market rate of interest. The partners have recommended twelve years at 7.5%. The partnership may not have sufficient cash flow to meet this type of payment (approximately \$7,250 / month based on current value). A longer term with a lower rate most likely would be required

Draft – September 18, 2001

- If the partners wish to escalate the buy-out, the City should allow the partners the option. This would allow the partnership to reduce the interest paid from one-half cash flow to a more predictable amount based on the market value of the property, the interest rate and the amortization period. This also would allow the partnership to lock-in the buildings value and avoid future escalation.
- The buy-out amount should not be adjusted for the outstanding debt. The partners extended the term unilaterally. It is clear that the debt was to be fully paid at the time of the buy-out and, therefore, the outstanding balance should not be considered.
- The Carolyn Morgan note remains subordinate to the City obligations.

**ACORD™ EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YY)  
05/31/07

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

<b>PRODUCER</b> USI New England PO Box 6360 Manchester, NH 03108		<b>PHONE (A/C, No, Ext):</b> 603 625-1100	<b>COMPANY</b> Vermont Mutual PO Box 188 Montpelier, VT 05602	
<b>CODE:</b>		<b>SUB CODE:</b>		
<b>AGENCY CUSTOMER ID #:</b> 22152		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> BP17020511
<b>INSURED</b> Lowell Terrace Associates 70 Lowell Street Manchester, NH 03101		<b>EFFECTIVE DATE</b> 05/18/07	<b>EXPIRATION DATE</b> 05/18/08	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
 70-80 Lowell St.  
 Manchester, NH 03101

COVERAGE INFORMATION		
COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building #: 1 Sixty Three Unit Apt Coverage: Building Cause: Special (Including Theft)	\$3,047,500	\$1,000

**REMARKS (Including Special Conditions)**

**CANCELLATION**

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 10 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

**ADDITIONAL INTEREST**

NAME AND ADDRESS City of Manchester 1 City Hall Plaza Manchester, NH 03101	<input checked="" type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE		

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**City of Manchester  
Department of Finance**

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

July 10, 2007

Honorable Board of Mayor and Aldermen  
C/o Leo Bernier, City Clerk  
One City Hall plaza  
Manchester, NH 03101

Dear Honorable Board:

This letter serves to advise that we have not yet received the building level financial information for Lowell Terrace. We have informed Mr. Morgan that this information has been requested by the Aldermen. Mr. Morgan has advised that the information will be forthcoming but we have yet to receive it. Failure to provide this information is a violation of section 9 of the Mortgage & Security Agreement.

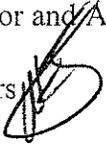
Respectfully submitted,

William E. Sanders  
Finance Officer

Cc: Thomas R. Clark, City Solicitor

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To: Board of Mayor and Alderman

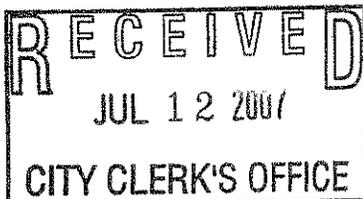
From: Bill Sanders 

Date: July 12, 2007

Subject: Lowell Street Operating Statements

As requested, attached are building level operating statements for Lowell Terrace for the years 2004 through 2006 provided by Mr. Peter Morgan.

Cc; Tom Clark



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Lowell Terrace  
 Building Operating Statements  
 For the years ended December 31, 2006, 2005 & 2004

	<u>2006</u>	<u>2005</u>	<u>2004</u>
REVENUE			
Rental Income	\$ 267,603	\$ 274,258	\$ 298,067
Other Income	2,231	2,174	2,663
TOTAL REVENUE	<u>\$ 269,834</u>	<u>\$ 276,432</u>	<u>\$ 300,730</u>
OPERATING EXPENSES			
Real Estate Taxes	\$ 38,300	\$ 35,614	\$ 29,346
Gas	34,893	25,623	28,602
Repairs & Maintenance	22,640	13,073	12,396
Management Fees	20,604	18,449	20,866
Interest	15,882	29,852	50,121
Electricity	12,116	10,046	10,497
Insurance	10,038	9,540	9,019
Water & Sewer	9,303	11,758	11,384
Accounting Fees	9,261	3,075	3,255
Janitorial Services	6,351	8,861	7,121
Exterminator	4,305	2,600	1,728
Depreciation	4,068	4,058	12,228
Supplies	3,883	3,171	2,411
Fire Alarm	2,680	2,659	2,832
Waste Disposal	2,160	2,160	2,160
Licenses and Fees	1,315		70
Bank Charges	1,279	1,480	1,754
General Partner Fees	1,200	1,200	1,200
Legal Fees	1,156		4,434
Appliances	898		
Central Business District Tax	828	804	1,656
Rental Equipment	571		
Grounds Maintenance	475	1,620	850
Advertising	461	752	622
Telephone	375	317	374
Entertainment	240	67	325
Rental Incentive Plan Fee	100		
Foreign Tax Expense	38	13	13
Amortization		2,250	2,250
TOTAL OPERATING EXPENSES	<u>\$ 205,420</u>	<u>\$ 189,042</u>	<u>\$ 217,514</u>
Income From Building Operations	<u>\$ 64,414</u>	<u>\$ 87,390</u>	<u>\$ 83,216</u>

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

The Majority of 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 extending the General Business District (B-2) into an area currently zoned Residential One Family District (R-1B), being a portion of Tax Map 381, Lot 47 with an address of 466 South Willow Street and abutting South Lincoln, South Willow and Parkview Streets. A majority of the property is currently zoned B-2 and the petition would extend the B-2 to include the entire lot.”

be denied at this time.

The Committee notes that the business owner should work with the neighborhood and may return with a petition after addressing issue as noted in a communication from Alderman Garrity enclosed herein.

*(Aldermen Garrity, Pinard and Duval in favor. Aldermen Lopez and Gatsas opposed.)*

~~IN BOARD OF MAYOR & ALDERMEN~~

DATE: June 5, 2007

ON MOTION OF A.L.D. Lopez

SECONDED BY A.L.D. Forest

VOTED TO table.

*Sally Bernier*  
~~CITY CLERK~~

Respectfully submitted,

*[Signature]*  
Clerk of Committee  
*[Signature]*

# City of Manchester New Hampshire

*In the year Two Thousand and Seven*

## AN ORDINANCE

"Amending the Zoning Ordinance of the City of Manchester by extending the General Business District (B-2) into an area currently zoned Residential One Family District (R-1B), being a portion of Tax Map 381, Lot 47 with an address of 466 South Willow Street and abutting South Lincoln, South Willow and Parkview Streets. A majority of the property is currently zoned B-2 and the petition would extend the B-2 to include the entire lot."

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

SECTION 1. Amending the Zoning Ordinance of the City of Manchester by extending the General Business District (B-2) into an area currently zoned Residential One Family District (R-1B), being a portion of Tax Map 381, Lot 47 with an address of 466 South Willow Street and abutting South Lincoln, South Willow and Parkview Streets. A majority of the property is currently zoned B-2 and the petition would extend the B-2 to include the entire lot, and being more particularly bounded and described as follows:

Beginning at a point on the centerline of Parkview Street, said point being on the zone boundary line between the B-2 (General Business) zone district and the R-1B (Residential One Family) zone district, and being approximately 115 ft. easterly of the centerline of South Lincoln Street, prior to this amendment;

Thence, easterly along the centerline of Parkview Street, for a distance of approximately 130 ft. to a point;

Thence, southerly along the property line of TM 381/47, and TM 381/46, extended, for a distance of approximately 162 ft. to a point;

Thence, westerly along the property line of TM 381/47, and TM 381/49 for a distance of approximately 30 ft. to a point;

Thence, northwesterly along the zone boundary line between the B-2 (General Business) zone district and the R-1B (Residential One Family) zone district, prior to this amendment, a distance of approximately 190 ft., to a point, said point being the point of beginning.

Said description to include a portion of TM 381/47 consisting of approximately 10,280 square feet of private land, to be rezoned from R-1B (Residential One Family) to B-2 (General Business) zone district, after this amendment.

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

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*Craig, Deachman & Gowie, PLLC*

ATTORNEYS AT LAW  
Since 1929

84 Bay Street  
Manchester NH 03104  
Phone 603•669•3970  
Phone 603•665•9111  
Fax 603•296•2289

William H. Craig  
James W. Craig  
W. John Deachman  
Marc van Zanten

April 17, 2007

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

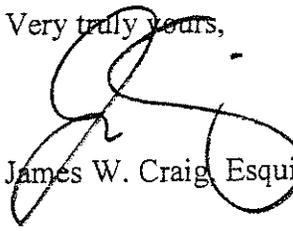
Re: Frederick H. Nixon, Jr.  
466 So. Willow Street, Manchester, New Hampshire

Dear Mr. Bernier:

Enclosed herein please find an original Proposed Zoning Amendment which we are filing on behalf of Mr. Nixon regarding the above-referenced matter. Please also find enclosed our check in the amount of \$300.00 to cover filing fees for same.

Thank you for your attention to this matter.

Very truly yours,

  
James W. Craig, Esquire

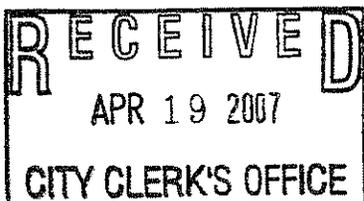
JWC/jlb  
Enclosure

cc: Frederick H. Nixon, Jr.

May 15, 2007.  
In Board of Mayor and Aldermen.

On motion of Alderman Smith, duly seconded by Alderman Thibault, it was voted to refer to the Cmte. on Bills on Second Reading and refer to public hearing on June 4, 2007 at 6:30 PM.

  
City Clerk



THE H.H. RICHARDSON BUILDING  
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# BOARD OF ADJUSTMENT

*CITY OF MANCHESTER, NH*

IN RE: 466 SO. WILLOW STREET, MANCHESTER, NH

## PROPOSED ZONING AMENDMENT

OWNER: Frederick H. Nixon, Jr.

1. Property Description

The property at issue is located at 466 So. Willow Street in Manchester, New Hampshire. It is Map 381, Lot 47 on the Manchester Tax Map (TAB A) located at the intersection of So. Lincoln Street at Parkview Street. It is currently leased to Autotorium of 1313 Hooksett Road, Hooksett, New Hampshire. The entire lot is used as a car dealership.

2. Statement of Purpose

The Nixon lot has been used for years as an automobile dealership. The front portion of the lot, closest to So. Willow Street, is zoned B-2 (General Business District) which is a permitted use. The rear of the lot (in yellow) (TAB B) is zoned R-1B (Neighborhood) in which the use is not permitted. It is the intention of this proposal to have the City of Manchester extend the B-2 Zone to include all of Tax Map 381, Lot 47. We have also attached a Proposed site Plan for your information. (TAB C).

3. Property Tax Map

The property Tax Map indicates the Nixon Lot (381-47) and demonstrates how the lot is bisected by the current zoning layout.

4. Impact of Proposed Amendment

The Nixon lot has been used as an auto dealership since the 1960's. Since that time South Willow Street has developed into the premier retail/wholesale area in the City. The Nixon lot fronts upon So. Willow Street. Hertz Rental abuts the lot. Directly across So. Willow Street are commercial uses such as Dynatune Batteries Plus, Payday and U-Haul. Directly off of So. Willow Street and behind the Nixon lot are residential neighborhoods on Parkview Street and Doris Street. This is a classic case where commercial uses abut residential neighborhoods but since this has been the case since the 1960's and there will be no change in use, there should be no impact on existing adjacent neighborhoods.

5. Impact on City

Since this is a minor change in the zoning ordinance and since it is being requested to accommodate a long existing use, there should be no impact upon the City's economy, environment, municipal services or facilities.

6. Abutters

See attached list

7. Fee attached

\$300.00 Enclosed.

LIST OF ABUTTERS

- 446 So. Willow Street – Bradford Oil Co., Inc. – Lot 437-3  
469 So. Willow Street – Charles Zoulias – Lot 437-1L, 1K  
476 So. Willow Street – Theodore Katsarakas – Lot 381-48  
428 So. Willow Street – Donald W. York – Lot 381-21  
264 So. Lincoln Street – Dora Hitchen – Lot 381-33  
24 Parkview Street – Thomas Stanley, Jr. – Lot 381-34  
34 Parkview Street – Phyllis P. Kline – Lot 381-35  
42 Parkview Street – Richard K. Provencher – Lot 381-36  
41 Parkview Street - Jennifer L. Jones – Lot 381-46  
24 Doris Street – Victoria Engheben – Lot 381-49









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

May 11, 2007

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

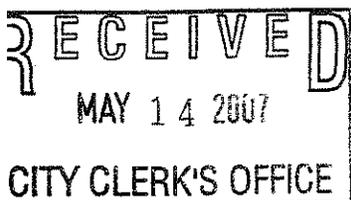
*Re: Technical Review for Rezoning Petition – 466 South Willow Street*

Dear Mr. Bernier:

In accordance with the policy on rezoning requests, the following information is provided in consideration of a rezoning request filed by the owner's counsel for property at 466 South Willow Street, known as Tax Map 381/Lot 47. The subject parcel is located on the southeasterly corner of South Willow Street and Parkview Street. The front portion of the lot is zoned *General Business (B-2)*, while the rear portion is zoned *Residential (R-1B)*. The applicant is requesting that the rear portion of the site be rezoned to *B-2*, consistent with the front portion of the site.

The entire parcel is approximately 32,700 SF, with more than half of the parcel in the *B-2* zoning district. The parcel has been used as an auto dealership since the 1960's, although the use of the rear portion of the site has been limited because it is zoned residential, not business. While the front portion of the site is adjacent to, and across from, business and industrial uses, the rear portion of the site proposed for rezoning abuts residences on both Parkview Street and Doris Street.

While the future land use map of the 1993 Master Plan for the City of Manchester indicates residentially zoned parcels on the easterly side of South Willow, southerly towards the area of Jobin Drive, many of these parcels are now developed with commercial uses either through variance action or rezoning. As with all rezoning requests that propose the extension of a commercial zone further into a residential zone, the issue that needs to be addressed is the impact of additional commercial activity on the adjacent residential parcels.



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One City Hall Plaza, Manchester, New Hampshire 03101  
Phone: (603) 624-6450 Fax: (603) 624-6529  
E-mail: [planning@ManchesterNH.gov](mailto:planning@ManchesterNH.gov)  
[www.ManchesterNH.gov](http://www.ManchesterNH.gov)

From a technical perspective, the petition to rezone the rear portion of the parcel at 466 South Willow Street may be forwarded to the Board of Mayor and Aldermen for their consideration and for a public hearing. Consistent with the policy for rezoning petitions, I am forwarding a copy of this report and the petition to the Planning Board, the Building Department and the Office of the City Solicitor for their comment.

The Planning Director or I will be available to answer any questions that the Board may have.

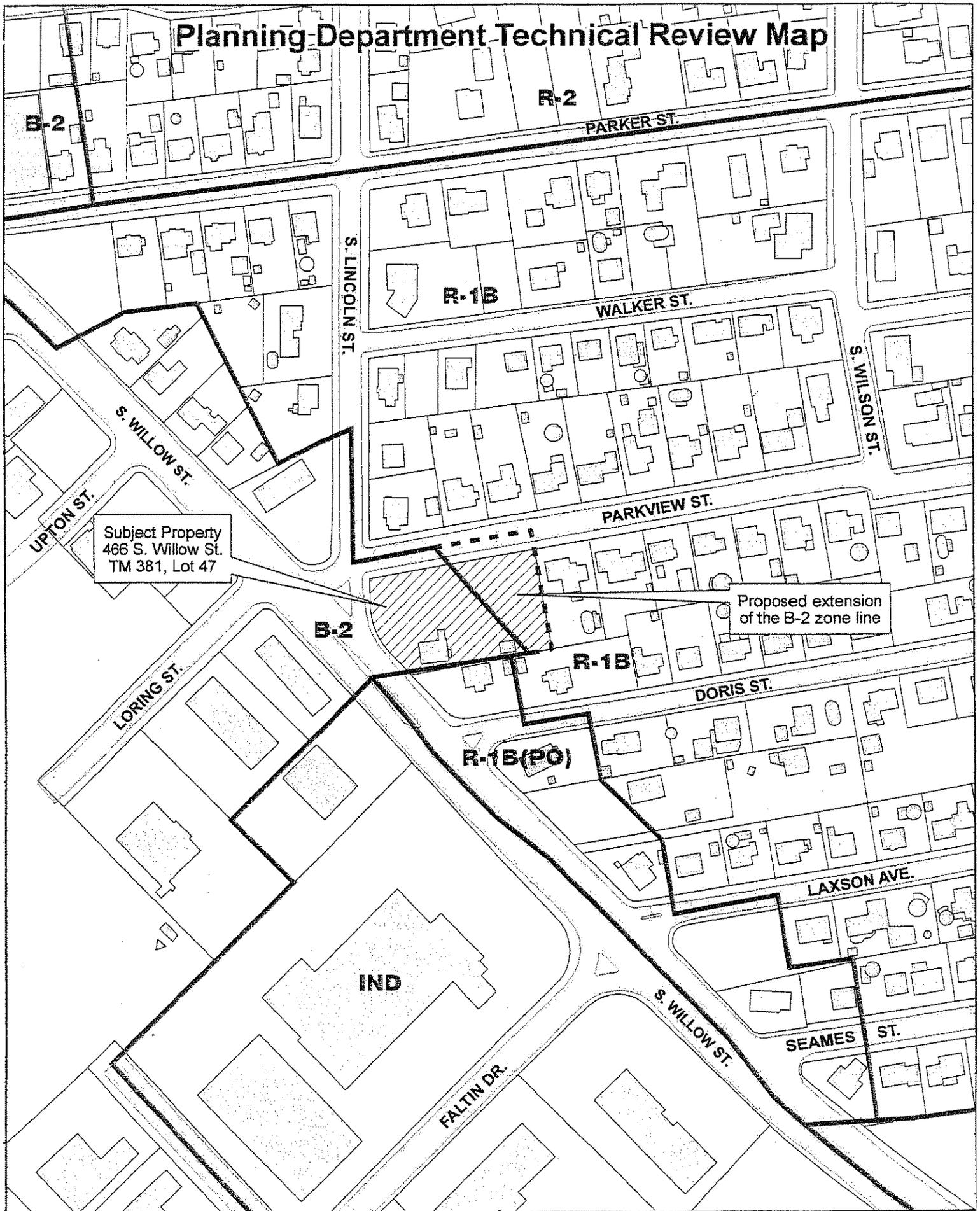
Respectfully submitted,



Pamela H. Goucher, AICP  
Deputy Planning Director

C: Planning Board  
Building Department  
Office of the City Solicitor

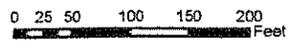
# Planning Department Technical Review Map



Subject Property  
466 S. Willow St.  
TM 381, Lot 47

Proposed extension  
of the B-2 zone line

1. This map was prepared by the City of Manchester Planning & Community Development Department (D. Beauchesne) on May 14, 2007.

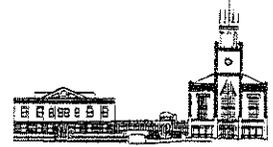


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# CITY OF MANCHESTER

## Planning and Community Development



Robert S. MacKenzie, AICP  
Director

Planning  
Community Improvement Program  
Growth Management

Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

May 30, 2007

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

*Re: Planning Board Comments on rezoning requests: 116 South Main Street; 316 & 322 South Main Street and 466 South Willow Street*

Dear Mr. Bernier:

In accordance with the procedures on rezoning requests, the Planning Board has reviewed the above three rezoning requests and would like to offer the following comments:

**116 South Main Street:** The Planning Board, while recognizing that the property is split by the zoning boundary had some concerns about the potential impact of business activities on the backyards of residential properties on Walker Street (and perhaps the adjacent Piscataquog Trail). The Board would suggest that should the Board of Mayor and Aldermen wish to approve this request, that either the proposed Business zoning line be pulled back 25 feet from the residential properties on Walker Street or the BMA require the project to come to the Planning Board for site plan review so that an appropriate buffer and screening be implemented.

**316 & 322 South Main Street:** The Planning Board believes that these lots may be more appropriately zoned B-1 as requested. They also believed that the Board of Mayor and Aldermen may, at some point, want to consider rezoning the entire section of South Main Street from these properties down to Woodbury Avenue.

**466 South Willow Street:** The Planning Board again recognizes that the zone line crosses the property and makes a portion of the lot unusable. They did question the possible impact on adjacent residential properties, however. As in 116 South Main Street, the Planning Board suggests that should the Board of Mayor and Aldermen wish to approve this request, the BMA require the project to come to the Planning Board for site plan review so that an appropriate buffer and screening be implemented to protect the adjacent residential properties.

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

Sincerely,

Robert S. MacKenzie, AICP  
Director of Planning and Community Development

C: Planning Board Chairman

One City Hall Plaza, Manchester, New Hampshire 03101

Phone: (603) 624-6450 Fax: (603) 624-6529

E-mail: [planning@ManchesterNH.gov](mailto:planning@ManchesterNH.gov)

[www.ManchesterNH.gov](http://www.ManchesterNH.gov)

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# CITY OF MANCHESTER

## Board of Aldermen



June 5, 2007

The Honorable Jerome Duval, Chairman  
Committee on Bills on Second Reading  
One City Hall Plaza  
Manchester, NH 03101

Re: "Amending the Zoning Ordinance of the City of Manchester by extending the General Business District (B-2) into an area currently zoned Residential One Family District (R-1B), being a portion of Tax Map 381, Lot 47 with an address of 466 South Willow Street and abutting South Lincoln, South Willow and Parkview Streets. A majority of the property is currently zoned B-2 and the petition would extend the B-2 to include the entire lot."

Dear Mr. Chairman and Committee Members:

Based on the history and testimony from neighbors in the area at last evening's rezoning public hearing regarding the above petition I wish to note to following for the Committee's consideration.

This particular property has been a source of neighborhood complaints for many, many years. It would be my recommendation that improvements be made to the lot as it should have been many years ago! Once such improvements have been made we will be able to get feedback from the neighborhood residents. But, at this time considering the emotional testimony presented last evening let's not further destroy the quality of life in the neighborhood.

As their Aldermanic representative I, therefore, would strongly **recommend denial** of this petition for rezoning at this current time. Your favorable consideration of my request is greatly appreciated.

Sincerely,

Michael D. Garrity  
Alderman - Ward 9

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

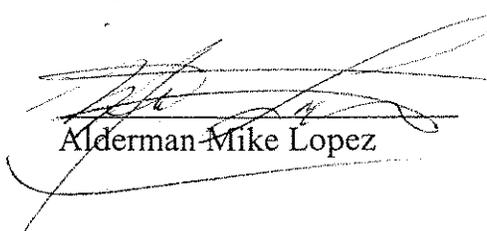
The undersigned, being in the minority vote of the Committee on Bills on Second Reading respectfully recommend, after due and careful consideration, that Ordinance:

“Amending the Zoning Ordinance of the City of Manchester by extending the General Business District (B-2) into an area currently zoned Residential One Family District (R-1B), being a portion of Tax Map 381, Lot 47 with an address of 466 South Willow Street and abutting South Lincoln, South Willow and Parkview Streets. A majority of the property is currently zoned B-2 and the petition would extend the B-2 to include the entire lot.”

ought to pass.

The minority advises that the proposed zoning, in its opinion, is consistent with the highest and best use of the property and that neighborhood concerns can be best addressed through the development process at the Planning Board level, therefore, that such rezoning should be considered subject to the Planning Board approving any plans for development of the property.

Respectfully submitted,

  
Alderman Mike Lopez

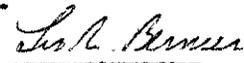
**IN BOARD OF MAYOR & ALDERMEN**

**DATE:** June 5, 2007

**ON MOTION OF ALD.** Lopez

**SECONDED BY ALD.** Forest

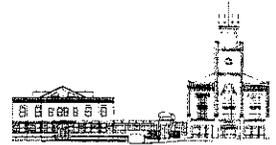
**VOTED TO** table.

  
**CITY CLERK**



# CITY OF MANCHESTER

## Board of Aldermen



### MEMORANDUM

To: Board of Aldermen

From: Alderman Garrity *MG*  
*PLC*

Date: June 11, 2007

Re: Rezoning Request for Autotorium at So. Willow and Parkview Streets

Over the weekend I spent time walking the neighborhood to Autotorium gathering signatures on the attached petition which is being forwarded to you for your information. Please note that it is my intent to continue to gather more signatures.

Enclosures

**IN BOARD OF MAYOR & ALDERMEN**

**DATE:** July 10, 2007

**ON MOTION OF ALD.** Garrity

**SECONDED BY ALD.** DeVries

**VOTED TO** refer back to tabled items.

*L. H. DeVries*  
**CITY CLERK**



# CITY OF MANCHESTER

## Board of Aldermen



June 6, 2007

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

Dear Colleagues:

Needless to say I am extremely disappointed that the full Board did not vote on the recommendation presented by the Committee on Bills on Second Reading to deny the rezoning request for Autotorium at the intersection of South Willow and Parkview Streets.

It being 9:40 in the morning following the actions of the Board I have received numerous calls from the neighborhood venting their frustrations and disappointment. I have also received the enclosed communication from Mr. Lamy. I will be spending an extensive amount of time this weekend going door-to-door with a petition in hand to deny the request.

I implore my colleagues to listen to the cries of the neighborhood residents and take the necessary action, which is best for their quality of life and that of their children. Overwhelmingly, the neighborhood considers this rezoning a non-debatable item. Again, I urge you to do what's right and vote to deny the petition at the July 10<sup>th</sup> meeting of the Board.

Please call me if you have any questions.

Sincerely,

Michael D. Garrity  
Alderman – Ward 9

Enclosure

Alderman Michael Garrity  
6 Kendall ave.  
Manchester, N.H. 03103

Regards Auto Torium Used Car Lot  
Parkview Street

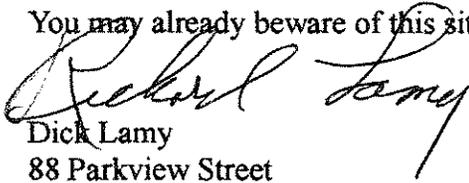
Dear Sir:

At the city hall meeting last night I recognized Miss Engabin sitting in front of me. She and another lady spoke in favor of rezoning for Auto Torium and it did not register with me until today that she ,Engabin is a direct abutter to the back side of Auto Torium on Doris Street which is the next street south of Parkview Street.

I do not know who the other lady speaker was but I will bet you she is also an abutter to the Auto Torium property and they both plan to sell their homes to Auto Torium . Then Auto Torium will have room to expand their property to encroach on Doris Street like they have on Parkview Street. They will also add to their frontage on Willow Street which will bring more traffic and hazards to the area.

Just another chess game to screw the taxpayer.

You may already beware of this situation but I wanted be sure you are informed..

  
Dick Lamy  
88 Parkview Street

We the residents and neighbors residing in and around South Willow and Parkview Streets request the Board of Mayor and Aldermen to deny the rezoning petition for Tax Map 381, Lot 47 with an address of 466 South Willow Street.

NAME/ADDRESS

Shirley M. Deane

80 Parkview St

Loretta Deane

80 Parkview St.

R. Deane

89 PARKVIEW ST.

Michelle Deane

610 Shasta St

Jane Deane

610 Shasta St

Richard J. Lamy

88 Parkview St.

Nancy Lessor

73 Parkview St.

Paul Yurgan

140 Parkview

Janet Deane

41 Parkview

Michelle Bonner

52 Parkview St.

Mary J. Nelson

63 Parkview St

We the residents and neighbors residing in and around South Willow and Parkview Streets request the Board of Mayor and Aldermen to deny the rezoning petition for Tax Map 381, Lot 47 with an address of 466 South Willow Street.

NAME/ADDRESS

Kristina Nelson

63 Parkview St.

Matt Nelson

63 Parkview St.

Stanley Weaver

62 Parkview St

Robert Lull

81 Parkview St.

Carolyn Duell

81 Parkview St

Lucille Mintum

115 Parkview St.

Stanley Jaskolka

126 Parkview St.

Jeanne Jaskolka

126 Parkview St

Arvid J Paris

154 PARKVIEW ST

Alicia M. Attery

79 Vinton St.

Carlos Jiro

79 Vinton St.

We the residents and neighbors residing in and around South Willow and Parkview Streets request the Board of Mayor and Aldermen to deny the rezoning petition for Tax Map 381, Lot 47 with an address of 466 South Willow Street.

NAME/ADDRESS

<u>Antonio Robey</u>	<u>243 So. Wilson St</u>
<u>Jeanne Robey</u>	<u>243 So. Wilson St</u>
<u>Paul D. Pender</u>	<u>225 So. Wilson St</u>
<u>Darlene Bayin</u>	<u>33 Boisvert St.</u>
<u>Brinley Brinj</u>	<u>33 BOISVERT ST</u>
<u>Jackie Saubon</u>	<u>25 Burnet St.</u>
<u>Steve Smith</u>	<u>21 Boisvert St.</u>
<u>Linda R. Hagnon</u>	<u>21 Boisvert St.</u>
<u>Jan + James</u>	<u>13 Boisvert St.</u>
<u>Alice C Demers</u>	<u>13 Boisvert St</u>
<u>[Signature]</u>	<u>273 AUBURN ST APT 3</u>

We the residents and neighbors residing in and around South Willow and Parkview Streets request the Board of Mayor and Aldermen to deny the rezoning petition for Tax Map 381, Lot 47 with an address of 466 South Willow Street.

NAME/ADDRESS

<u>Patricia Smith</u>	<u>455 Pine St.</u>
<u>Daniel Moore</u>	<u>35 Boisvert St</u>
<u>Ernie G. Newell</u>	<u>58 Donna Ave</u>
<u>Mavis S Newell</u>	<u>58 Donna Ave</u>
<u>Thomas J. Newell</u>	<u>22 Donna Ave</u>
<u>Margaret Sylvester</u>	<u>33 Donna Ave.</u>
<u>Stanley Hamby</u>	<u>166 Parkview St.</u>
<u>Mammy Hamby</u>	<u>166 Parkview St.</u>
<u>John Hamby</u>	<u>166 Parkview St.</u>
<u>Nicob Conroy</u>	<u>166 Parkview St.</u>
<u>Maggie Conroy</u>	<u>142 Vinton St.</u>

We the residents and neighbors residing in and around South Willow and Parkview Streets request the Board of Mayor and Aldermen to deny the rezoning petition for Tax Map 381, Lot 47 with an address of 466 South Willow Street.

NAME/ADDRESS

<u>Lucie LaCourse</u> <sup>grand parent</sup>	<u>229 Young St.</u>
<u>Keri Dunham</u>	<u>105 Vinton St.</u>
<u>Donna Huertner</u>	<u>135 Brunelle ave</u>
<u>Karl Little</u>	<u>137 Vinton ST.</u>
<u>Tina Ziemba</u>	<u>142 Vinton St.</u>
<u>Jean Langdon</u>	<u>172 Vinton St</u>
<u>[Signature]</u>	<u>105 VINTON ST</u>
<u> </u>	<u> </u>