

## AGENDA

### BOARD OF MAYOR AND ALDERMEN

September 16, 2008  
Mayor and all Aldermen

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

1. Mayor Guinta calls the meeting to order in Joint Session with the Library Trustees.
2. The Clerk calls the roll.

#### **Board of Aldermen**

Aldermen M. Roy, Gatsas, Sullivan, J. Roy, Osborne, Pinard, O'Neil, Lopez, Shea, DeVries, Garrity, Smith, Ouellette, Domaingue.

#### **Library Trustees**

Karen Sheehan - Lord, Madeline G. Roy, Jeffery Hickock, Joanne Barrett, Jack Shea, Patricia Cornell.

3. Mayor Guinta advised that nominations are in order to replace Kevin Devine to the Board of Trustees of the Library, term to expire September 2015.
4. Mayor Guinta advises that a motion is in order to close nominations.
5. Mayor Guinta advises that unless the Board desires to suspend the rules, the nominations(s) will lay over to the next meeting.
6. If there is no further business to come before the Joint Session, a motion would be in order to adjourn.
7. Mayor Guinta calls the regular meeting of the Board of Mayor and Aldermen to order.

8. The Clerk calls the roll.
9. Presentation by Manchester Moves.

### **CONSENT AGENDA**

10. 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 Poll Conducted**

- A. Ratify and confirm phone poll of the Board of Aldermen conducted September 9, 2008 opposing the placement of Raymond Guay in the City of Manchester by the US Department of Probation. And further demand his immediate removal from the City of Manchester by the US Department of Probation, or any other duly authorized federal or state agency.

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

### **Approve under supervision of the Department of Highways; subject to funding availability**

- B. Sidewalk petitions:
  - 169 Fleming Street
  - 219 London Street
  - 733 Silver Street
  - 91 Poor Street
  - 174 Jobin Drive

### **Informational to be Received and Filed**

- C. Approved minutes from the Commissioners meeting held July 29, 2008, July 2008 Financial Report, and July 2008 Ridership Report submitted by David Smith, Executive Director MTA.

**REFERRAL TO COMMITTEE**

**COMMITTEE ON FINANCE**

**D. Resolutions:**

“Amending the FY2009 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Five Thousand Dollars (\$45,000) for the FY2009 CIP 213809 Substance Abuse Treatment Project.”

“Amending the FY2009 Community Improvement Program, authorizing and appropriating funds in the amount of Thirteen Thousand Eight Hundred Forty Three Dollars and Sixty Cents (\$13,843.60) for the FY2009 CIP 810509 Elderly Services Information System Upgrade Projects.”

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

11. Nominations to be presented by Mayor Guinta, if available.  
**Ladies and Gentlemen, what is your pleasure?**

12. Confirmation of nominations made by Mayor Guinta:

**Parks, Recreation and Cemetery Commission**

Angelo Manni term to expire July 7, 2011.

**Police Commission**

Richard Bunker term to expire September 15, 2011.

**Aldermanic Representative to the Heritage Commission**

Peter Sullivan term to expire concurrent with that of his office.

**Alternate member Heritage Commission**

Donna M. Daneke term to expire January 1, 2011.

**Heritage Commission**

Kristy Roney term to expire January 1, 2011.

Jessica Gustafson term to expire January 1, 2011.

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

13. Report(s) of the Committee on Community Improvement, if available.  
**Ladies and Gentlemen, what is your pleasure?**
  
14. Report(s) of the Committee on Public Safety, Health and Traffic, if available.  
**Ladies and Gentlemen, what is your pleasure?**
  
15. Report(s) of the Committee on Lands and Buildings, if available.  
**Ladies and Gentlemen, what is your pleasure?**
  
16. Report(s) of the Committee on Joint School Buildings, if available.  
**Ladies and Gentlemen, what is your pleasure?**
  
17. Report(s) of the Committee on Administration/Information Systems, if available.  
**Ladies and Gentlemen, what is your pleasure?**
  
18. A motion is in order to recess the meeting to allow the Committee on Finance to meet.
  
19. Mayor Guinta calls the meeting back to order.
  
20. Report of Committee on Finance, if available.  
**Ladies and Gentlemen, what is your pleasure?**
  
21. Recommendation from the Special Committee on Riverfront Activities receiving unanimous vote, that the City purchase a certain .2633 acre parcel of land located at 2 Line Drive under the terms and conditions identified in the attached purchase and sales agreement.  
*Note: The Board voted to accept and adopt the recommendation of the committee and it was then vetoed by the Mayor. Additional communications has been provided by Pamela H. Goucher, Interim Planning Director and Leon L. LaFreniere, Building Commissioner, forwarded to Board on September 8, 2008.*  
**Ladies and Gentlemen, what is your pleasure?**

22. Communication from Alderman Lopez, requesting approval to reassign the Parking Enterprise within the Financial Department and further request that the vote will be in effect immediately upon approval of the Board.

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

23. Communication from Alderman Lopez, requesting the reorganization of the Planning and Economic Development Departments into one department known as the Manchester Planning & Economic Development Department.

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

24. Communication from Alderman Lopez, recommending that the Parks, Recreation and Cemetery Department remain as it is currently structured as a department and that the vote of the Board be effective immediately.

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

25. Communication from Daniel Garrity, Highway Department, requesting approval for a project to honor Manchester Highway Department Workers who have died while performing their duties.

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

26. Communication from Grace Sullivan, MCTV Director, requesting authorization to purchase new video cameras for the City Hall Aldermanic Chambers.

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

27. Communication from Jane Gile, Human Resources Director, submitting a request on behalf of the Bright Ideas Evaluation Committee recommending monetary recognition in support of two Environmental Protection Division employees for their cost saving measures to the City in both supplies and labor.

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

28. Communication from Jay Minkarah, Director of Economic Development, requesting approval of the Board of Mayor and Aldermen to accept up to \$4,000 in contributions and to expend those funds for the October Familiarization Tour.

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

29. Communication from William Sanders, Finance Officer, on behalf of the Manchester Police Department requesting approval of the Board of Mayor and Aldermen to accept a donation of \$4,315.00 to purchase two Remington 700P Sniper Rifles for the Manchester Police Departments SWAT team.

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

30. Ordinance:

“Amending Chapter 33: Human Resources of the Code of Ordinances of the City of Manchester by adding a new Section 33.100 Residency Requirements thereby establishing a requirement of residency within the city of Manchester for City Officers and Department Heads.”

*Note: Report from the Solicitor’s office and the Municipal Association with a review of the validity of the ordinance, if available.*

**A motion would be in order that the ordinance be referred to the Committee on Bills on Second Reading, for technical review.**

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

“Amending the FY2009 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Five Thousand Dollars (\$45,000) for the FY2009 CIP 213809 Substance Abuse Treatment Project.”

“Amending the FY2009 Community Improvement Program, authorizing and appropriating funds in the amount of Thirteen Thousand Eight Hundred Forty Three Dollars and Sixty Cents (\$13,843.60) for the FY2009 CIP 810509 Elderly Services Information System Upgrade Projects.”

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

## **TABLED ITEMS**

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

32. 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

*Note: Available for viewing at Office of City Clerk; previously forwarded to Mayor and all Aldermen.*

(Tabled 06/05/2007)

33. 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.)*

*Note: Available for viewing at Office of City Clerk; previously forwarded to Mayor and all Aldermen.*

*(Tabled 09/05/2006)*

34. 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. Augustine’s Cemetery.”

ought to pass.

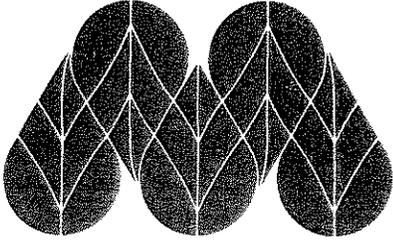
*(Aldermen Duval, Lopez, Garrity and Pinard recorded in favor; Alderman Gatsas opposed.)*

*Note: Available for viewing at Office of City Clerk; previously forwarded to Mayor and all Aldermen.*

*(Tabled 09/05/2006)*

35. NEW BUSINESS  
A. Communications  
B. Aldermen

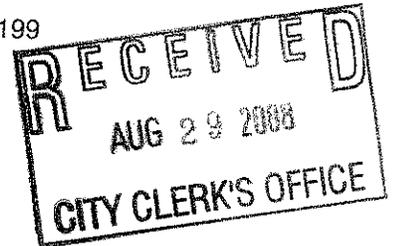
36. If there is no further business a motion is in order to adjourn.



**City of Manchester  
City Library**

Denise M. Van Zanten  
Library Director

Carpenter Memorial Building  
405 Pine Street  
Manchester, New Hampshire 03104-6199  
(603) 624-6550



August 25, 2008

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

Dear Mayor and Aldermen:

The Manchester City Library Board of Trustees has nominated Mr. Steven Solomon to fill the position left vacant by the resignation of Trustee Kevin Devine. Mr. Solomon's term would begin in September of 2008 and run through September of 2015, as this is a seven year term. Mr. Solomon is a resident of Manchester and currently resides in Ward 1.

The Library Board of Trustees requests that this nomination be put on the agenda at the meeting of the Board of Mayor and Alderman to be held on September 16, 2008 so that the nomination can be recorded and accepted at a joint meeting of the boards.

Sincerely,

*Karen Sheehan Lord*  
Karen Sheehan Lord, Chair  
Manchester Library Board of Trustees

September 9, 2008

As Raymond Guay poses a serious risk to our citizens and the children of the city. A motion to oppose the placement of Raymond Guay in the confines of the City of Manchester by the US Department of Probation. And we further demand his immediate removal from the City of Manchester by the US Department of Probation, or any other duly authorized federal or state agency.

## Board of Aldermen

### Yeas and Nays

Upon Raymond Guay  
placed  
in the City of Manchester  
September 9, 2008

Aldermen	Yea	Nay	Absent	Pass
Ward 1 - M. Roy	✓			
Ward 2 - Gatsas	✓			
Ward 3 - Sullivan	✓		<del>left meeting</del>	
Ward 4 - J. Roy	✓		<del>left meeting</del>	
Ward 5 - Osborne	✓		<del>left meeting</del>	
Ward 6 - Pinard	✓		<del>left meeting</del>	
At Large - O'Neil	✓			
At Large - Lopez	✓			
Ward 7 - Shea	✓		<del>left meeting</del>	
Ward 8 - DeVries	✓			
Ward 9 - Garrity	✓		<del>left meeting</del>	
Ward 10 - Smith	✓		<del>left meeting</del>	
Ward 11 - Ouellette	✓			
Ward 12 - Domaingue	✓		<del>left meeting</del>	
<b>TOTAL:</b>				

A



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED  
MANCHESTER CITY CLERK

I/we, Joseph A. Sylvester Jr. / ANITA RYAN, the  
Name(s)

owner(s) of the real estate abutting upon 169 Fleming St.  
Street Address

Manchester, NH 0310

Description (including footage): Replace ExisT Square Top (Ends are Bevel)  
Cement Curbing With the Granite Square Top  
94' 6"

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

[Signature] Owner

169 Fleming St. Manchester 03104  
Mailing Address

Phone #: 603 935 7633  
603 494-5518 (c)

Date: 8-15-2008



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED  
MANCHESTER CITY CLERK

'08 AUG 29 P2:51

I/we, RICHARD MILLER, the  
*Name(s)*

owner(s) of the real estate abutting upon 219 LONDON ST  
*Street Address*

Manchester, NH 03104

Description (including footage): 100 FT ALONG LONDON ST, AROUND  
CORNER, AND 100 FT ALONG MICHIGAN AVE, MINUS THE DRIVEWAY  
CUT. REF REQUEST MADE IN 2005 FOR CURBING.

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 Miller  
*Owner*

219 LONDON ST, MANCHESTER NH 03104  
*Mailing Address*

Phone #: 603 645 4339

Date: AUG 29, 2008



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED  
MANCHESTER CITY CLERK

I/we, Robert Plantier, the  
Name(s)

'08 SEP -4 P3:22

owner(s) of the real estate abutting upon 773 silver st  
Street Address

Manchester, NH 0310

Description (including footage): Re-set curbing in front of  
house approximately 50' or Replace w/ new  
curbing-

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

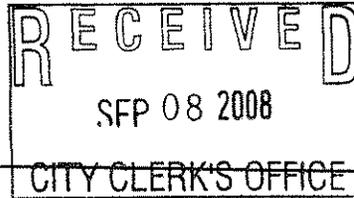
773 silver st Manchester NH 03103  
Mailing Address

Phone #: home: 622-4154 Cell 785-5585 Date: 09-04-08

B-B



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:



I/we, Christopher Burns Name(s), the

owner(s) of the real estate abutting upon 91 Poor St Street Address

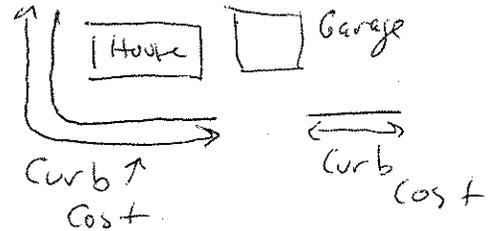
Manchester, NH 0310

Description (including footage):

Corner of Hill St. + Poor St  
50X100 Lot

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: Chris Burns Owner

6 Pilgrim Dr. Bedford, N.H. 03110 Owner Mailing Address

Phone #: 231-0261 Date: 9/8/08

B-4



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED  
SEP 09 2008  
CITY CLERK'S OFFICE

I/we, EVA MONTEMBEAULT, the  
Name(s)

owner(s) of the real estate abutting upon 174 JOBIN DRIVE - MANCHESTER, N.H.  
Street Address

Manchester, NH 0310

Description (including footage): Respectfully requests the board of Mayor + Aldermen authorize installation of new curb (estimated length ~~100~~ 60 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: EVA MONTEMBEAULT  
Owner

Eva Montembeault  
Owner

174 Jobin Drive - Manchester, N.H.  
Mailing Address

Phone #: 623-8974

Date: 9/2/08

B-5

**MANCHESTER  
TRANSIT AUTHORITY**

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

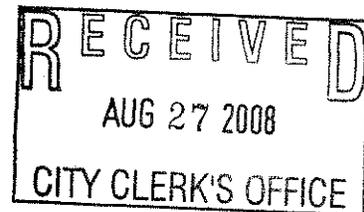


JOHN H. TRISCIANI, CHAIR  
PETER ESCALERA, VICE CHAIR  
JOSEPH DESELLE  
MAUREEN A. NAGLE  
CAROL WILLIAMS

DAVID SMITH  
EXECUTIVE DIRECTOR

August 27, 2008

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



Dear Matthew,

The MTA Commissioners held a monthly Commission Meeting on Tuesday, August 26, 2008. Enclosed are the approved Minutes of the July 29, 2008 Commission Meeting, July 2008 Financial Report, and July 2008 Ridership Report.

The next scheduled Commission Meeting will be Tuesday, September 30, 2008 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 cursive script that reads 'David Smith'.

David Smith  
Executive Director

DS:cr

Enclosures



Manchester Transit Authority

July 29, 2008 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  
Carey Roessel, Interim Assistant Executive Director  
William J. Cantwell, Supt. of Administration  
Paul Beauregard, Shop Manager  
Michael Whitten, Operations Planning Manager

1. a. Chairman TRISCIANI called the meeting to order at 5:05 PM.
- b. SMITH introduced Carey Roessel from First Transit who is filling in as interim Assistant Executive Director.
- c. Approve Minutes of June 24, 2008 Commission Meeting. WILLIAMS made a motion to approve Minutes of the June 24, 2008 Commission Meeting. Seconded by NAGLE. All Commissioners in favor.

MANAGEMENT REPORTS

2. a. Financial Report for June 2008. DESELLE made a motion to approve the Financial Report for June 2008. Seconded by NAGLE.

Transit Operation: CANTWELL reported revenues were \$43,600 (14.87%) more than budget. Farebox, Ticket, and Shuttle revenues were \$5,801 (20.58%) more than budget. Farebox income averaged \$964 per day. Significant variances

were sale of fuel to City (\$7,500), advertising revenue (\$3,500), and accrual of Federal subsidy for advertising revenue (\$30,000). Expenses were \$22,835 (6.83%) more than budget. Significant variances were driver labor (\$11,873) and Materials and Supplies in fuel costs for MTA and City vehicles.

**School Operation:** CANTWELL reported revenues were \$2,122 (0.92%) more than budget. School charters were \$5,000 more than budget and up \$10,762 year-to-date. Expenses were \$42,438 (20.47%) more than budget. The variances were driver labor (\$23,000) and fringe benefits (\$11,400). The fringe benefit payment is payment of perfect attendance bonus. School bus operators earn 3 hours per month for perfect attendance. Fuel cost was higher due to charter increase.

SMITH stated CANTWELL has restored the school capital replacement account. CANTWELL noted our cash position is low because he is waiting for a \$500,000 receivable from the Federal government.

Accounts Receivable was reviewed. CANTWELL stated they were able to clear most of the outstanding invoices. He spoke with Barbara Gagne, School District Transportation Coordinator, and she requested a list of the schools we have difficulty collecting from. TRISCIANI said during the next contract negotiations with the School District, SMITH should discuss the District being responsible for collection and payment of charters.

All Commissioners in favor of approving June 2008 Financial Report.

b. **Operations Reports for June 2008.**

**Transit-School Statistics Ridership Report:** WHITTEN reported ridership for June was excellent; over 40,000 riders. This is the first full month of the fare increase and we did not see a decrease in ridership. Passengers per revenue hour

averaged 12.63. There were no on the job injuries, 2 minor collisions, 2 late trips, 4 customer complaints, and 67 of 69 trips surveyed ran on time.

In the school operation there were 77 active school bus operators and 7 in training. We did 142 school bus charters this month.

TRISCIANI asked if there were any complaints regarding the fare increase.

WHITTEN replied there were no complaints, which could be because we advertised the fare increase early and at the public hearing people wanted a fare increase instead of cutting routes. ESCALERA asked WILLIAMS if she received any complaints about the StepSaver fare increase. She replied no. WHITTEN reported we had over 1,000 passenger trips on StepSaver. SMITH said a couple of years ago a high month would have been about 800/850 trips. Productivity in StepSaver has increased with the scheduling software making trips more efficient.

**Maintenance Report:** BEAUREGARD reported they did 12 City bus inspections, no EH vehicle inspections, and 27 school bus inspections. There were 5 transit and 3 school bus road calls. They incurred 23 hours in overtime because one mechanic is out on workers compensation.

### **NEW BUSINESS**

3. a. **Award IFB 08-02 – 77 Passenger School Buses.** SMITH explained we received 3 proposals and the low bidder is O'Connor Bus Sales for 4 Blue Bird Vision school buses. SMITH recommends the Board approve the cost of \$74,382 per bus for a total price of \$297,528 with a November delivery date. NAGLE made a motion to award O'Connor Bus Sales IFB 08-02. Seconded by DESELLE. All Commissioners in favor.

- b. **FY 2009 Disadvantaged Business Enterprise (DBE) Program.** CANTWELL said we are required to submit a DBE Program to FTA by August 1<sup>st</sup> of each year. Our goal this year is to spend 3.8% of our federal assistance (\$32,711) on DBE vendors. Last years' goal was 4.5%. Our major DBE vendor is Alternate Transit Advertising. SMITH explained the FTA requires a State registry and a DBE vendor who wants to do business with the MTA has to be registered with the NH Department of Transportation (NHDOT). CANTWELL said we share 4 vendors with the NHDOT listing. DESELLE made a motion to approve the 3.8% DBE goal for FY 2009. Seconded by NAGLE. All Commissioners in favor.
- c. **Sprinkler System Modifications.** SMITH explained an annual fire safety inspection was conducted. There is a new code change that requires when an overhead garage door is open it cannot affect the function of the sprinkler system and some of our sprinkler heads are over where the doors go up. Hampshire Fire Protection Company submitted a proposal in the amount of \$6,895 to modify the sprinkler heads above the garage doors to comply with the new code. DESELLE made a motion to accept Hampshire Fire Protection's proposal. Seconded by NAGLE. All Commissioners in favor.
- d. **Non-affiliated Retiree Health Insurance Benefit.** William Rogers, Safety/Street Supervisor, retired on August 11<sup>th</sup> and is requesting permission to maintain health benefits through the MTA's health plan. He would be transferred to Medicomp III coverage, paying 100% of the premium. ROGERS has 9 years of service. ESCALERA made a motion to allow William Rogers to remain in the MTA's health plan provided he pays 100% of the premium. Seconded by NAGLE. All Commissioners in favor.

- e. **Monthly Pass Limitation for Continuous Riding.** SMITH explained this is an issue the drivers have brought to our attention. They occasionally have problems with monthly pass users riding the bus for social entertainment (board the bus and stay on it). Staff did a survey of other transit properties and most systems do not limit people who have a monthly pass, but most systems limit continuous riding to some extent. They require if a person makes a sight-seeing trip they ride no farther than one round-trip to their origin, and they do not prevent a person from transferring onto another bus. SMITH recommended we permit people to ride round trip, but we ask that they get off at their point of origin. TRISCIANI, DESELLE, NAGLE, and WILLIAMS voted in favor of implementing the monthly pass riding policy allowing monthly pass riders to ride one full round trip per bus. ESCALERA voted nea.

#### **OLD BUSINESS**

4. a. **Manchester Transportation Center.** SMITH said he attended the Mayors' Transportation Committee Meeting comprised of various City Department Heads. They are in the process of updating each other regarding various activities within each department and the Transportation Center would be our first activity. SMITH explained surveys at the terminal are being completed, with SNHPC and WHITTEN in charge of carrying this through. There will be a meeting this week at SNHPC with all the surveyors to talk through their observations. WHITTEN said he underestimated the variety and the amount of people who use the terminal, with a lot of people using it for leisure. People informed him that the buses are more affordable and that they are going on more localized vacations. There appears to be a decent demand for a shuttle service to Londonderry. Most of the

people got their information and purchased tickets on-line. SMITH said the Mayor has taken charge of this project and met with NHDOT Commissioner Campbell and with the principals of Boston Express. The Mayor has called for a Transportation Summit the second week of August focusing on inter-city bus transportation.

SMITH said as we go forward we need to determine if the terminal needs to stay open, what would be the hours of operation, how we can afford to keep it open for limited hours, can we afford to provide shuttle service from Manchester to Exit 5, and other issues with Greyhound and Peter Pan. By the next Commission meeting we should have survey data available. SMITH said it has always been the MTA's responsibility to oversee the operation of the terminal, but it is not useful for transit purposes because only one bus can service it at a time and we cannot use FTA Section 5307 funds to support operating an inter-city bus terminal. ESCALERA asked if this is solely the MTA's responsibility. SMITH replied this is a City-wide issue and the Mayor is in charge because it needs that kind of top leadership. Jay Minkarah, Manchester Economic Development Director, and other City Department Heads are looking into the possibility of converting the building to another use that would still allow it to be operated as a bus terminal as a side-line.

## **OTHER BUSINESS**

5. a. **Advertising Revenue.** SMITH said during the budget process with the Aldermen, there was question about increasing advertising revenue. SMITH explained our revenue per bus is among the highest according to a survey he did of other transit properties. We generate \$5,600 per bus in advertising. We are

working with Alternate Transit Advertising, although all advertising space is sold out through December, to try to find ways to increase the space that is sold. We are doing away with racks and frames, the advertisements will be self-sticking and allows more flexibility because it can be sized to fit, which will create more advertising space. We are also pursuing a wrap bus with the Manchester Boston Regional Airport.

- b. Asst. Executive Director Vacancy. SMITH announced that Evan P. Rosset, Pupil Transportation Director in Concord, would fill the position of Assistant Executive Director on August 18th. Mr. Rosset has worked here before and has good support from staff and operators.
- c. Wal-Mart Shelter. WILLIAMS said the Wal-Mart bus stop in Manchester is very dangerous because there is no place safe for her to wait. SMITH said the sidewalk and a pad have been poured and the shelter company is promising a shelter within 2 to 3 weeks. SMITH stated he would check to see if a bus stop sign is at the pad.
- d. Service Committee Plan Update. WHITTEN explained the Service Plan Committee has met and reviewed all the routes to look for deficiencies and ways to combine certain routes. They had a chance to study farebox revenue, looked at projections of different points during the day, and did run time analysis if they were to combine routes.  
  
The Committee looked at 3 Saturday routes; #1 Bridge Street, #2 Hanover Street, and #3 Brown Ave/Airport.  
  
#1 Bridge Street - NAGLE said Dartmouth Hitchcock Clinic is not open on Saturday so the #1 Bridge Street should not travel to Dartmouth. WHITTEN said

it would run up Bridge Street, left onto Mammoth Road to the VA Hospital, then back onto Mammoth Road to Bridge Street.

#2 Hanover Street - The Elliot bus goes to the Massabesic traffic circle and there is low ridership from Candia Road/Hanover St. to the traffic circle. They would like to eliminate going to the traffic circle along Candia Road. TRISCIANI said it might not be acceptable to have no Saturday service along Hanover Street.

#3 Airport route – The Committee is looking into eliminating running along Perimeter Road.

WHITTEN said the combination of the 3 route changes saves 60 minutes which is 9 hours of revenue on Saturday. SMITH said finding Saturday service efficiencies doesn't save us much money because it is only one day per week, and saving 9 hours for 52 weeks is only a \$22,000 savings. The only way to look at really cutting expenses is on weekday service. WHITTEN said the committee is looking for direction from the Board; do they want more cuts for them to look into or raise the threshold to be more productive. SMITH asked if they could have a service plan for the next meeting.

- e. Date for Next Meeting. Tuesday, August 26, 2008.

With no further business to come before the Board, WILLIAMS made a motion to adjourn the meeting at 6:30 PM. Seconded by DESELLE. All Commissioners in favor.



Transit

July 2008

**Manchester Transit Authority**  
**Income Statement Transit**  
**For the Month Ending July 31, 2008**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD Budget</u>	<u>YTD Net Change</u>
<b>Farebox Revenue</b>					
Farebox Revenue	\$25,833.36	\$19,500.00	\$25,833.36	\$19,500.00	\$6,333.36
Adult Fares	4,937.00	2,200.00	4,937.00	2,200.00	2,737.00
Adult Monthly Fares	5,811.00	2,600.00	5,811.00	2,600.00	3,211.00
Senior Citizens Fares	2,438.50	800.00	2,438.50	800.00	1,638.50
Senior Citizen Monthly Fare	475.57	850.00	475.57	850.00	(374.43)
Disabled Rider Fare	1,966.75	1,900.00	1,966.75	1,900.00	66.75
Student Fares	1,177.00	850.00	1,177.00	850.00	327.00
<b>Total Farebox and Tickets</b>	<b>42,639.18</b>	<b>28,700.00</b>	<b>42,639.18</b>	<b>28,700.00</b>	<b>13,939.18</b>
<b>Shuttle and Excursions</b>					
Shopping Shuttle	900.00	1,500.00	900.00	1,500.00	(600.00)
<b>Total Shuttle and Excursions</b>	<b>900.00</b>	<b>1,500.00</b>	<b>900.00</b>	<b>1,500.00</b>	<b>(600.00)</b>
<b>Other Revenue</b>					
Sale of Fuel to City Departments	40,360.68	35,000.00	40,360.68	35,000.00	5,360.68
Sale of Maintenance Service to City	2,530.41	1,800.00	2,530.41	1,800.00	730.41
Advertising Revenue-Bus	8,043.53	7,000.00	8,043.53	7,000.00	1,043.53
Interest Income	179.04	650.00	179.04	650.00	(470.96)
Photo Picture ID Revenue	10.00	20.00	10.00	20.00	(10.00)
Other Non-Transp. Revenue		25.00		25.00	(25.00)
<b>Total Other Revenue</b>	<b>51,123.66</b>	<b>44,495.00</b>	<b>51,123.66</b>	<b>44,495.00</b>	<b>6,628.66</b>
<b>Total Operational Income</b>	<b>94,662.84</b>	<b>74,695.00</b>	<b>94,662.84</b>	<b>74,695.00</b>	<b>19,967.84</b>
<b>Operating Assistance</b>					
City of Manchester	92,400.00	106,513.00	92,400.00	106,513.00	(14,113.00)
Town of Bedford	3,600.00	3,600.00	3,600.00	3,600.00	
State of New Hampshire	33,000.00	30,000.00	33,000.00	30,000.00	3,000.00
Federal Operating Subsidy	146,130.00	144,500.00	146,130.00	144,500.00	1,630.00
<b>Total Operating Assistance</b>	<b>275,130.00</b>	<b>284,613.00</b>	<b>275,130.00</b>	<b>284,613.00</b>	<b>(9,483.00)</b>
<b>Total Revenue</b>	<b>369,792.84</b>	<b>359,308.00</b>	<b>369,792.84</b>	<b>359,308.00</b>	<b>10,484.84</b>
<b>Expenses</b>					
<b>Labor</b>					
Transit Operator Wages	71,008.52	67,543.00	71,008.52	67,543.00	3,465.52
Transit Operator Overtime Wages	6,129.97	7,329.00	6,129.97	7,329.00	(1,199.03)
StepSaver Operator Wages	14,734.64	13,603.00	14,734.64	13,603.00	1,131.64
StepSaver Operator Overtime Wages	3,624.86	1,832.00	3,624.86	1,832.00	1,792.86
Mechanic Wages	12,505.17	13,109.00	12,505.17	13,109.00	(603.83)
Mechanic Overtime Wages	290.73		290.73		290.73
Transp. Admin Wages	13,250.18	11,405.00	13,250.18	11,405.00	1,845.18
Transp. Admin Overtime Wages	241.97	189.00	241.97	189.00	52.97
Maint. Admin Wages	3,949.17	4,143.00	3,949.17	4,143.00	(193.83)
General Admin Wages	7,922.91	7,711.00	7,922.91	7,711.00	211.91
Gen. Admin Overtime Wages		57.00		57.00	(57.00)
<b>Total Labor</b>	<b>133,658.12</b>	<b>126,921.00</b>	<b>133,658.12</b>	<b>126,921.00</b>	<b>6,737.12</b>
<b>Fringe Benefits</b>					
Health Insurance Expense	44,599.24	57,772.00	44,599.24	57,772.00	(13,172.76)

C-11

**Manchester Transit Authority**  
**Income Statement Transit**  
**For the Month Ending July 31, 2008**

	Current	Budget	YTD	YTD Budget	YTD Net Change
Dental Insurance Expense	\$1,551.14	\$1,507.00	\$1,551.14	\$1,507.00	\$44.14
Life Insurance Expense	657.40	733.00	657.40	733.00	(75.60)
Pension Expense	7,232.00	6,933.00	7,232.00	6,933.00	299.00
FICA Expense	16,589.18	12,611.00	16,589.18	12,611.00	3,978.18
Worker's Compensation	3,946.60	5,118.00	3,946.60	5,118.00	(1,171.40)
Unemployment Compensation	517.00	527.00	517.00	527.00	(10.00)
Transit Operator Vacation Wages	6,590.07	5,542.00	6,590.07	5,542.00	1,048.07
Transit Operator Holiday Wages	5,180.00	5,425.00	5,180.00	5,425.00	(245.00)
Transit Operator Sick Wages	1,356.26	4,340.00	1,356.26	4,340.00	(2,983.74)
Mechanic Vacation Wages	5,742.60	1,307.00	5,742.60	1,307.00	4,435.60
Mechanic Holiday Wages	1,468.48	1,479.00	1,468.48	1,479.00	(10.52)
Mechanic Sick Wages	7,477.01	99.00	7,477.01	99.00	7,378.01
Transp. Admin Vacation Wages	1,020.70	1,311.00	1,020.70	1,311.00	(290.30)
Transp. Admin Holiday Wages	1,832.46	1,442.00	1,832.46	1,442.00	390.46
Transp. Admin Sick Wages	8,516.70	483.00	8,516.70	483.00	8,033.70
Maint. Admin Vacation Wages	689.39	860.00	689.39	860.00	(170.61)
Maint. Admin Holiday Wages	571.06	585.00	571.06	585.00	(13.94)
Maint. Admin Sick Wages		103.00		103.00	(103.00)
Gen Admin. Vacation Wages	228.54	865.00	228.54	865.00	(636.46)
Gen. Admin Holiday Wages	863.22	884.00	863.22	884.00	(20.78)
Gen. Admin Sick Wages		156.00		156.00	(156.00)
Transit Uniform Allowance	483.63	825.00	483.63	825.00	(341.37)
Maintenance Uniform Allowance	651.75	1,515.00	651.75	1,515.00	(863.25)
Tool Allowance	500.00	100.00	500.00	100.00	400.00
License Reimbursement	240.00	63.00	240.00	63.00	177.00
Burden Adjustment	(9,494.61)	(14,549.00)	(9,494.61)	(14,549.00)	5,054.39
<b>Total Fringe Benefits</b>	<b>109,009.82</b>	<b>98,036.00</b>	<b>109,009.82</b>	<b>98,036.00</b>	<b>10,973.82</b>
<b>Services</b>					
Management Consultant	13,616.87	13,189.00	13,616.87	13,189.00	427.87
Commissioner Expense	500.00	500.00	500.00	500.00	
Legal Expense	996.16	667.00	996.16	667.00	329.16
Service Bureau	6,756.84	697.00	6,756.84	697.00	6,059.84
Security Service	87.44	83.00	87.44	83.00	4.44
Outside Advertising	124.80	667.00	124.80	667.00	(542.20)
Driver and Criminal Record	340.00		340.00		340.00
Drug & Alcohol Testing		583.00		583.00	(583.00)
Pre-Employment Medical		125.00		125.00	(125.00)
Janitorial Service and Supplies	552.75	667.00	552.75	667.00	(114.25)
Bank Service Charges	500.65	650.00	500.65	650.00	(149.35)
<b>Total Services</b>	<b>23,475.51</b>	<b>17,828.00</b>	<b>23,475.51</b>	<b>17,828.00</b>	<b>5,647.51</b>
<b>Materials and Supplies</b>					
Fuel Operations	27,956.98	26,749.00	27,956.98	26,749.00	1,207.98
Sale of Fuel to City Departments	35,729.10	34,375.00	35,729.10	34,375.00	1,354.10
Maintenance Parts	6,276.97	10,268.00	6,276.97	10,268.00	(3,991.03)
Purchase Discounts	(76.12)	(250.00)	(76.12)	(250.00)	173.88
Tires Expense	861.53	1,143.00	861.53	1,143.00	(281.47)
Oil and Grease	371.50	384.00	371.50	384.00	(12.50)
Maintenance Supplies	1,446.32	857.00	1,446.32	857.00	589.32
Body Shop Supplies	612.50	560.00	612.50	560.00	52.50
Hazardous Materials		93.00		93.00	(93.00)
Outside Parts and Labor	50.00	83.00	50.00	83.00	(33.00)
Repairs-Inner City Terminal		167.00		167.00	(167.00)
Repairs-Building and Grounds	2,498.76	917.00	2,498.76	917.00	1,581.76

**Manchester Transit Authority  
Income Statement Transit  
For the Month Ending July 31, 2008**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD Budget</u>	<u>YTD Net Change</u>
Repairs-Shop Equipment		\$187.00		\$187.00	(\$187.00)
Repairs-Radio Equipment		42.00		42.00	(42.00)
Repairs-Office Equipment	394.46	360.00	394.46	360.00	34.46
Office Supplies	529.40	900.00	529.40	900.00	(370.60)
Transit Schedules and Tickets	693.00	583.00	693.00	583.00	110.00
<b>Total Materials and Supplies</b>	<b>77,344.40</b>	<b>77,418.00</b>	<b>77,344.40</b>	<b>77,418.00</b>	<b>(73.60)</b>
<b>Utilities</b>					
Electricity	1,672.76	1,833.00	1,672.76	1,833.00	(160.24)
Natural Gas	51.94	50.00	51.94	50.00	1.94
Telephone	532.55	779.00	532.55	779.00	(246.45)
Water	152.60	183.00	152.60	183.00	(30.40)
<b>Total Utilities</b>	<b>2,409.85</b>	<b>2,845.00</b>	<b>2,409.85</b>	<b>2,845.00</b>	<b>(435.15)</b>
<b>Insurance</b>					
Public Liability Insurance	11,874.00	12,281.00	11,874.00	12,281.00	(407.00)
Other Liability	863.64	974.00	863.64	974.00	(110.36)
<b>Total Insurance</b>	<b>12,737.64</b>	<b>13,255.00</b>	<b>12,737.64</b>	<b>13,255.00</b>	<b>(517.36)</b>
<b>Other Expenses</b>					
Dues and Memberships		125.00		125.00	(125.00)
Training and Meetings	92.79	292.00	92.79	292.00	(199.21)
Grievance Expense		38.00		38.00	(38.00)
Depreciation	50,000.00	47,920.00	50,000.00	47,920.00	2,080.00
<b>Total Other Expenses</b>	<b>50,092.79</b>	<b>48,375.00</b>	<b>50,092.79</b>	<b>48,375.00</b>	<b>1,717.79</b>
<b>Total Expenses</b>	<b>408,728.13</b>	<b>384,678.00</b>	<b>408,728.13</b>	<b>384,678.00</b>	<b>24,050.13</b>
<b>Net Income (Loss)</b>	<b>(38,935.29)</b>	<b>(25,370.00)</b>	<b>(38,935.29)</b>	<b>(25,370.00)</b>	<b>(13,565.29)</b>



School

July 2008

C-14

**Manchester Transit Authority  
Income Statement School  
For the Month Ending July 31, 2008**

	Current	Budget	YTD	YTD Budget	YTD Net Change
<b>Student Transportation</b>					
Pupil Contract	\$177,832.09	\$174,666.00	\$177,832.09	\$174,666.00	\$3,166.09
Manchester Skill Center	10,557.75	9,385.00	10,557.75	9,385.00	1,172.75
Special Needs	12,066.00	14,476.00	12,066.00	14,476.00	(2,410.00)
<b>Total Student Transportation</b>	<b>200,455.84</b>	<b>198,527.00</b>	<b>200,455.84</b>	<b>198,527.00</b>	<b>1,928.84</b>
<b>School Charter</b>					
Student Athletics	320.60		320.60		320.60
Student Fieldtrips	3,262.80	3,500.00	3,262.80	3,500.00	(237.20)
<b>Total School Charters</b>	<b>3,583.40</b>	<b>3,500.00</b>	<b>3,583.40</b>	<b>3,500.00</b>	<b>83.40</b>
<b>Other Revenue</b>					
Interest Income	42.20	100.00	42.20	100.00	(57.80)
Other Non-Transp. Revenue	660.49		660.49		660.49
<b>Total Other Revenue</b>	<b>702.69</b>	<b>100.00</b>	<b>702.69</b>	<b>100.00</b>	<b>602.69</b>
<b>Total Operational Income</b>	<b>204,741.93</b>	<b>202,127.00</b>	<b>204,741.93</b>	<b>202,127.00</b>	<b>2,614.93</b>
<b>Expenses</b>					
<b>Labor</b>					
School Operator Wages	10,704.33	6,208.00	10,704.33	6,208.00	4,496.33
School Operator Overtime Wages	24.94	293.00	24.94	293.00	(268.06)
Transit Operator Overtime Wages	730.32		730.32		730.32
Mechanic Wages	8,807.94	10,944.00	8,807.94	10,944.00	(2,136.06)
Transp. Admin Wages	5,596.02	9,283.00	5,596.02	9,283.00	(3,686.98)
Transp. Admin Overtime Wages		440.00		440.00	(440.00)
Maint. Admin Wages	3,325.16	3,543.00	3,325.16	3,543.00	(217.84)
General Admin Wages	3,118.80	4,368.00	3,118.80	4,368.00	(1,249.20)
Gen. Admin Overtime Wages		18.00		18.00	(18.00)
<b>Total Labor</b>	<b>32,307.51</b>	<b>35,097.00</b>	<b>32,307.51</b>	<b>35,097.00</b>	<b>(2,789.49)</b>
<b>Fringe Benefits</b>					
Health Insurance Expense	(124.26)		(124.26)		(124.26)
Dental Insurance Expense	710.88		710.88		710.88
FICA Expense	3,993.50	1,848.00	3,993.50	1,848.00	2,145.50
Worker's Compensation	2,634.40	237.00	2,634.40	237.00	2,397.40
School Operator Holiday Wages	55.92		55.92		55.92
School Uniform Allowance	123.42	250.00	123.42	250.00	(126.58)
Maintenance Uniform Allowance	50.00		50.00		50.00
Tool Allowance	500.00		500.00		500.00
License Reimbursement	160.00	167.00	160.00	167.00	(7.00)
Burden Adjustment	9,544.61	14,549.00	9,544.61	14,549.00	(5,004.39)
<b>Total Fringe Benefits</b>	<b>17,648.47</b>	<b>17,051.00</b>	<b>17,648.47</b>	<b>17,051.00</b>	<b>597.47</b>
<b>Services</b>					
Management Consultant	13,616.87	13,189.00	13,616.87	13,189.00	427.87
Commissioner Expense	500.00	500.00	500.00	500.00	
Legal Expense	1,002.84	667.00	1,002.84	667.00	335.84
Service Bureau	2,001.64	1,045.00	2,001.64	1,045.00	956.64
Security Service	131.16	125.00	131.16	125.00	6.16

**Manchester Transit Authority  
Income Statement School  
For the Month Ending July 31, 2008**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD Budget</u>	<u>YTD Net Change</u>
Outside Advertising	\$65.88	\$1,833.00	\$65.88	\$1,833.00	(\$1,767.12)
Driver and Criminal Record	1,054.00		1,054.00		1,054.00
Drug & Alcohol Testing	270.00	667.00	270.00	667.00	(397.00)
Pre-Employment Medical	690.30	500.00	690.30	500.00	190.30
Janitorial Service and Supplies	552.79	667.00	552.79	667.00	(114.21)
Bank Service Charges		8.00		8.00	(8.00)
<b>Total Services</b>	<b>19,885.48</b>	<b>19,201.00</b>	<b>19,885.48</b>	<b>19,201.00</b>	<b>684.48</b>
<b>Materials and Supplies</b>					
Fuel Operations	1,445.56	3,454.00	1,445.56	3,454.00	(2,008.44)
Maintenance Parts	3,107.68	660.00	3,107.68	660.00	2,447.68
Tires Expense	417.08	169.00	417.08	169.00	248.08
Oil and Grease	130.99	34.00	130.99	34.00	96.99
Maintenance Supplies	1,158.19	720.00	1,158.19	720.00	438.19
Body Shop Supplies	411.02	440.00	411.02	440.00	(28.98)
Hazardous Materials		73.00		73.00	(73.00)
Outside Parts and Labor		83.00		83.00	(83.00)
Repairs-Building and Grounds	2,044.44	750.00	2,044.44	750.00	1,294.44
Repairs-Shop Equipment		147.00		147.00	(147.00)
Repairs-Radio Equipment		42.00		42.00	(42.00)
Repairs-Office Equipment	336.04	307.00	336.04	307.00	29.04
Office Supplies	437.12	767.00	437.12	767.00	(329.88)
School Schedules and Tickets		167.00		167.00	(167.00)
<b>Total Materials and Supplies</b>	<b>9,488.12</b>	<b>7,813.00</b>	<b>9,488.12</b>	<b>7,813.00</b>	<b>1,675.12</b>
<b>Utilities</b>					
Electricity	1,424.95	1,500.00	1,424.95	1,500.00	(75.05)
Natural Gas	42.51	50.00	42.51	50.00	(7.49)
Telephone	453.66	638.00	453.66	638.00	(184.34)
Water	130.00	150.00	130.00	150.00	(20.00)
<b>Total Utilities</b>	<b>2,051.12</b>	<b>2,338.00</b>	<b>2,051.12</b>	<b>2,338.00</b>	<b>(286.88)</b>
<b>Insurance</b>					
Public Liability Insurance	13,093.00	15,714.00	13,093.00	15,714.00	(2,621.00)
Other Liability	727.98	814.00	727.98	814.00	(86.02)
<b>Total Insurance</b>	<b>13,820.98</b>	<b>16,528.00</b>	<b>13,820.98</b>	<b>16,528.00</b>	<b>(2,707.02)</b>
<b>Other Expenses</b>					
Dues and Memberships	180.00	167.00	180.00	167.00	13.00
Tolls and Parking	2.00		2.00		2.00
Training and Meetings	(282.04)	292.00	(282.04)	292.00	(574.04)
Grievance Expense		38.00		38.00	(38.00)
Depreciation	19,404.48	21,000.00	19,404.48	21,000.00	(1,595.52)
<b>Total Other Expenses</b>	<b>19,304.44</b>	<b>21,497.00</b>	<b>19,304.44</b>	<b>21,497.00</b>	<b>(2,192.56)</b>
<b>Total Expenses</b>	<b>114,506.12</b>	<b>119,525.00</b>	<b>114,506.12</b>	<b>119,525.00</b>	<b>(5,018.88)</b>
<b>Net Income (Loss)</b>	<b>90,235.81</b>	<b>82,602.00</b>	<b>90,235.81</b>	<b>82,602.00</b>	<b>7,633.81</b>

C-16

# Commissioners Memorandum

To: Commissioners  
 From: Mike Whitten, Operations Planning Manager  
 Date: August 21, 2008  
 Re: Transit Ridership Report – July 2008



Routes	July			FYTD			
	Weekdays	FY 2008	FY 2009	FY 2008	FY 2009	% Change	
	Saturdays	21	22	21	22		
Bridge St-Dartmouth Route #1	4	1,457	1,622	4	1,457	1,622	11%
Hanover-Massabesic Route #2		2,414	3,141		2,414	3,141	30%
Brown Ave-Airport Route #3		2,472	2,753		2,472	2,753	11%
Elliot-Industrial Park Route #4		2,350	2,655		2,350	2,655	13%
River Rd-SNHU Route #5		1,290	1,494		1,290	1,494	16%
Bremer-Mast Rd Route #6		2,868	5,014		2,868	5,014	75%
VA Hospital Route #7		1,314	1,465		1,314	1,465	11%
So. Willow Route #8		4,070	5,752		4,070	5,752	41%
DW Highway Route #9		969	1,052		969	1,052	9%
Valley-Weston Rd. Route #10		3,554	5,027		3,554	5,027	41%
Front St. Route #11		1,797	2,064		1,797	2,064	15%
So. Beech Route #12		3,497	4,703		3,497	4,703	34%
Bedford Highlands Route #13		5,060	4,973		5,060	4,973	-2%
UPass Riders - MCC		307	550		307	550	79%
Hannaford Shuttle		340	454		340	454	34%
Stop & Shop Shuttle		58	178		58	178	207%
Weekday Fixed Route Totals		30,441	37,764		30,441	38,396	26%
Saturday Fixed Route Totals		3,249	3,951		3,249	3,951	22%
MTA Specials & Excursions		57	0		57	0	N/A
Fixed Route Weekday Average		1,450	1,717		1,450	1,745	20%
Total Transit Passengers Served		33,747	42,347		33,747	42,347	25%
Total StepSaver Passengers Served		985	883		985	883	-10%

Mike Whitten  
 Operations Planning Manager

FYI - Graphs will be passed out at meeting.

C-17

# City of Manchester New Hampshire

*In the year Two Thousand and Eight*

## A RESOLUTION

“Amending the FY2009 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Five Thousand Dollars (\$45,000) for the FY2009 CIP 213809 Substance Abuse Treatment 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 2009 CIP as contained in the 2009 CIP budget; and

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

WHEREAS, the Board of Mayor and Aldermen desires to accept funds from the State of New Hampshire Department of Health and Human Services for continued funding of the Substance Abuse Treatment Project;

NOW, THEREFORE, be it resolved that the 2009 CIP be amended as follows:

**By adding:**

FY2009 CIP 213809 – Substance Abuse Treatment Project - \$45,000 State

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

D-1

# City of Manchester New Hampshire

*In the year Two Thousand and Eight*

## A RESOLUTION

“Amending the FY2009 Community Improvement Program, authorizing and appropriating funds in the amount of Thirteen Thousand Eight Hundred Forty Three Dollars and Sixty Cents (\$13,843.60) for the FY2009 CIP 810509 Elderly Services Information System Upgrade 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 2009 CIP as contained in the 2009 CIP budget; and

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

WHEREAS, the Board of Mayor and Aldermen desires to accept private donations raised for the support of the Senior Center to finance the cost of the purchase of hardware and software to enhance the managing and reporting capabilities of the Elderly Services Department;

NOW, THEREFORE, be it resolved that the 2009 CIP be amended as follows:

**By adding:**

FY2009 CIP 810509 – Elderly Services Information System Upgrade Project - \$13,843.60 Other

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

D-2

# City of Manchester

*9/2/08 Confirmed  
with signature of  
Mills  
1. V. Goulet  
2. G. Duval  
3. Tara Hurst  
6. Thomas Hammond*



Office of the Mayor  
Hon. Frank C. Quinta

September 2, 2008

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:

- 9/2 C ✓* (1) Victor Goulet to succeed himself as a member of the Conservation Commission, term to expire August 1, 2011;
- 9/2 C ✓* (2) Gregory Duval to succeed himself as a member of the Conservation Commission, term to expire August 1, 2011;
- 9/2 C ✓* (3) Tara Hurst to succeed herself as a member of the Conservation Commission, term to expire August 1, 2011;
- (4) Angelo Manni to succeed Steve Johnson (term limit) as the labor representative to the Parks, Recreation and Cemetery Commission, term to expire July 7, 2011;
- (5) Richard Bunker to succeed John Tenn (term limit) as a member of the Police Commission, term to expire September 15, 2011;
- 9/2 C ✓* (6) Thomas Hammond to succeed himself as a member of the Police Commission, term to expire September 15, 2011;
- (7) Peter Sullivan as the aldermanic representative to the Heritage Commission, term to expire concurrent with that of his office;
- (8) Kristy Roney to succeed Christopher Newton (resignation) as a member of the Heritage Commission, term to expire January 1, 2011;
- (9) Jessica Gustafson to succeed Kristy Roney as an alternate member of the Heritage Commission, term to expire January 1, 2010;

- (10) Donna M. Daneke, Esq. to fill a vacancy as an alternate member of the Heritage Commission, term to expire January 1, 2011 These nominations will layover to the next meeting of the Board pursuant to Rule 20 of the Board of Mayor and Aldermen. Your consideration of these nominees is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank C. Guinta". The signature is stylized with a large, sweeping initial "F" and a long, horizontal flourish at the end.

Frank C. Guinta  
Mayor

**Laliberte,Mark**

---

**From:** Angie Manni [A-MANNI@comcast.net]  
**Sent:** Tuesday, September 02, 2008 8:43 PM  
**To:** Laliberte,Mark  
**Subject:** parks&rec

Mark,

Name: Angelo "Angie" Manni  
95 Glen Forest Dr.  
Manchester, N.H. 03109

age: 61

Retired: U.S. Postal Service (36 yrs)

Military: U.S. Marine Corps (1966-1968)

Married: Wife( Martha), Sons, (Mike,37 Randy,35), Daughter,( Kari 28)

Mark, is this all you need?

9/9/2008

12-3

Richard M. Bunker

Home: 11 Lovering Street  
Manchester NH 03109  
(603)625-6595

Office: 11 Trafalgar Square  
Suite 101  
Nashua NH 03063  
(603)883-6700  
(800)688-8163

I am the son of the late Merton E. and Anna G. Bunker and am a native of Manchester. I attended Mt. St. Mary Day School, Memorial High School and the University of New Hampshire, where I majored in Political Science with an emphasis on Economics and Foreign Policy. While at UNH, I was an undergraduate teaching assistant and was involved in authoring an inter-nation simulation workbook that integrated game theory as a policy-making tool. After spending a year in Washington, D. C., I returned to Manchester in 1970 and joined the Amoskeag National Bank and Trust Company as a trainee. I was hired in 1972 by Robert C. Carr and Company as a financial consultant and was promoted to Vice-President in 1977 and Partner in 1979. During that period we grew the business from a single office in Manchester to five branches throughout northern New England. From 1980 to 1988, my responsibilities included managing the fixed income trading and distribution network as well as investing the partner's capital funds.

In 1988 Robert C. Carr and Company was merged with the Philadelphia-based brokerage firm of Hopper-Soliday and Company. I remained with the new entity until 1991, when I left to join A. G. Edwards and Sons in their Nashua branch as Senior Investment Broker and Vice President. A. G. Edwards was purchased in 2007 by Wachovia Securities where I currently serve as Vice President/Investments.

Since my return to Manchester, I have been involved in many civic, cultural and charitable endeavors. In 1972 I was appointed to the Manchester Chamber of Commerce Public Affairs Committee. In 1974 I participated as a regional coordinator of the Catholic Medical Center Development Campaign. I currently serve as a Trustee of CMC, Chair of the hospital's Institutional Review Board, and as a member of the Finance, Investments, and Development Committees. Since 1975 I have been associated Catholic Charities of New Hampshire and have served as Trustee, Vice-President of the Board and Chair of the 1986 and 1987 Special Gifts Campaign. For nearly twenty years I have served as Chair of the Development Committee. I am a past President of the Lions Club of Manchester and served two terms as a Director of Camp Allen, a summer camp sponsored by the Lions of New Hampshire for blind and physically handicapped children. For nearly thirty years, I was a Director and member of the Executive Committee of the World Affairs Council, and am an active member of the Manchester Historic Association and the Currier Museum. In 1984, Msgr. John P. Quinn asked me to

join a group of individuals to secure funding for what was to become the New Hampshire Food Bank, an agency that now distributes over 4 million pounds of food annually to the hungry of our state. I continue to serve as Vice-Chair of that agency. Also that year, I was one of the organizers of the Bishop's Charitable Assistance Fund which has raised and donated over four million dollars to benefit agencies that serve our poor and disadvantaged citizens. I currently Chair of the Finance Committee at Saint Pius X Parish in Manchester and serve as President of the Saint Vincent de Paul Society. In 1999, I was honored by the late Pope John Paul II, to be proposed as a Knight of the Holy Sepulchre of Jerusalem and subsequently was promoted to the rank of Knight Commander of the Order.

I am gratified that the Mayor of Manchester, with the consent of the Board of Aldermen, has allowed me to serve as Commissioner of the Manchester Water Works for nearly six years. I am currently Chair of the Finance Committee of the MWW and will complete my service, as mandated by the City Charter, in December 2008.

**DONNA M. DANEKE**

632 Belmont Street  
Manchester, NH 03104  
(603) 624-0435 (home)  
(603) 622-8454 (work)

**EDUCATION**

Franklin Pierce Law Center, Concord, NH  
Juris Doctor candidate, 1996

University of New Hampshire, Durham, NH  
Bachelor of Arts, 1984

**EXPERIENCE**

- 7/1/06 – present**      **Bernard & Merrill, PLLC;** Partner (effective 1/08); responsible for direct management of approximately 200 workers' compensation files on behalf of employers and insurance companies from initial receipt through closure.
- 2/04 – 6/30/06**      **Shaheen & Gordon, P.A.;** Associate Attorney; responsible for direct management of approximately 140 workers' compensation files on behalf of injured workers from initial receipt through closure.
- 2/02 – 2/04**      **New Hampshire Department of Labor;** Agency Attorney; responsible for oversight of all legal issues involving both workers' compensation and wage and hour divisions.
- 2/1/02- 2/1/04**      **Bernard & Merrill, PLLC;** Associate Attorney; responsible for direct management of approximately 200-250 workers' compensation files from initial receipt through closure.
- 9/96 – 1/31/02**      **Devine, Millimet & Branch, P.A.;** Associate Attorney; responsible for direct management of approximately 250-300 workers' compensation files from initial receipt through closure.
- 4/95 - 2/96**      **Upshall, Cooper & Temple, P.A.;** Law Clerk; researched statutes, regulations, and case law; prepared motions and briefs on a wide variety of issues for small, general litigation law firm.
- Summer 1994**      **Superior Court Intern;** supervised by Chief Justice Joseph P. Nadeau; researched case law and prepared memoranda on a variety of issues; participated in chamber conferences and meetings with Marital Masters, Judicial Council, and Task Force on Domestic Violence; revised Superior Court bench book; compiled statistics and analyzed Juror Questioning Pilot Project.

**1990 – 1993**

**Devine, Millimet & Branch, P.A.;** Paralegal; initiated, propounded, and responded to discovery requests, reviewed and analyzed medical records, prepared settlement evaluations for approximately 250 workers' compensation and liability files.

**1986 – 1989**

**Sklarz, Early & Avalone, P.C.** (New Haven, CT); Paralegal; reviewed and analyzed medical records, prepared interrogatories, voir dire and jury instructions, composed trial briefs for approximately 100 asbestos-related law suits.

**Publications**

Co-Editor of the New Hampshire Workers' Compensation Manual 2000-2001

**Memberships**

NH Bar Association Legislation Committee since 1997 – 2006;  
NH Bar Association Employment Law Committee since 2006;  
Women's Bar Association since 1998; previous member Board of Directors Friends of the Manchester Animal Shelter 1998 – 2005.

**References**

Available upon request

# K R I S T Y A . R O N E Y

140 W. MERRIMACK STREET

MANCHESTER, NH 03101

PHONE: 603-562-6766

EMAIL: [kristyroney@gmail.com](mailto:kristyroney@gmail.com)

## PROFESSIONAL EXPERIENCE

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### **Foxfire Property Management**

*Special Projects Manager*

**Concord, NH**

4/8 – present

- Reviewed and conducted due diligence concerning various real estate development projects;
- Assisted in community outreach and earned media efforts on behalf of the company, including as a member of the Rock 'N Race 5K committee, which had over 5,000 participants;
- Assumed multiple HR responsibilities and served as the primary insurance and benefits contact;

### **Mitt Romney for President**

*Statewide Field Director*

**Manchester, NH**

1/07 – 1/08

- Day-to-day responsibility for managing six field representatives, ensuring daily implementation of campaign plan, targeting of volunteer efforts and quality control for all candidate events;
- Developed grassroots network of supporters and volunteers in Manchester and Nashua;

### **New Hampshire State Senate**

*Legislative Aide*

**Concord, NH**

1/03 – 7/04, 11/04 – 12/07

- Organized hearings and agency presentations on the proposed Budget and Capital Budget; tracked and researched legislation for members of the Finance and Capital Budget Committees;
- Produced hearing reports, floor speeches and draft amendments for Senators and ensured that committees met various legislative deadlines and follow proper parliamentary procedure;
- Assisted with constituent relations and ensured general preparedness for the Senate Finance Chair;

### **Chuck Morse for Executive Council**

*Field Director*

**Atkinson, NH**

5/06 – 11/06

- Organized and managed volunteer efforts: phone banking, standouts, poll standing, canvassing neighborhoods and targeted mailings
- Helped coordinate fundraising and grassroots events to enhance candidate support;

### **Norway Hill Associates**

*Campaign Staff*

**Hancock, NH**

7/04 – 11/04

- Campaign Manager for Bob Flanders for State Senate campaign, with day-to-day responsibility for all grassroots, fundraising and media efforts;
- Campaign Staff to three State Senate races, responsible for organizing fundraising and grassroots events, earned media and volunteer efforts;

### **New Hampshire Republican State Committee**

*Office Manager*

**Concord, NH**

7/01 - 1/03

- Managed volunteer targeting and volunteer phone banks;
- Managed nearly 9 million dollars of revenue and expenditures while ensuring compliance through detailed reports to the Federal Election Commission and NH Secretary of State

## EDUCATION

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**University of South Carolina**

*Bachelor of Arts in Political Science*

**Columbia, SC**

12/00

## VOLUNTEER ACTIVITIES/ COMMUNITY SERVICE

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Heritage Commission, City of Manchester

Manchester, NH 01-08 - present

# K R I S T Y A . R O N E Y

140 W. MERRIMACK STREET

MANCHESTER, NH 03101

PHONE: 603-562-6766

EMAIL: [kristyroney@gmail.com](mailto:kristyroney@gmail.com)

## REFERENCES

---

Hon. Lou D'Allesandro  
Senator, State of New Hampshire  
332 St. James Avenue  
Manchester, NH 03102  
603-271-2600 (office)  
603-669-3494 (home)  
[dalas@leg.state.nh.us](mailto:dalas@leg.state.nh.us)

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Hon. Ted Gatsas  
Senate Republican Leader, State of New Hampshire  
582 Chestnut Street  
Manchester, NH 03104  
603-623-0220 (home)  
603-494-5786 (cell)  
[redgatsas@yahoo.com](mailto:redgatsas@yahoo.com)

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Jim Merrill, Esq.  
Managing Director, Devine Strategies  
43 North Main Street  
Concord, NH 03301  
603-226-1000 (office)  
603-726-0094 (cell phone)  
[jmerrill@devinestrategies.com](mailto:jmerrill@devinestrategies.com)

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Hon. Chuck Morse  
Former Senator, State of New Hampshire  
18 Brook Hollow Drive  
Salem, NH 03079  
603-362-6200 (office)  
603-231-3853 (cell phone)  
[morse\\_cse@msn.com](mailto:morse_cse@msn.com)

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Hon. W. Douglas Scamman  
Former Speaker of the House, State of New Hampshire  
69 Portsmouth Avenue  
Stratham, NH 03885  
603-772-3062 (home)  
[sdscamman@comcast.net](mailto:sdscamman@comcast.net)

**Jessica Gustafson**  
57 McCauley Street  
Manchester, NH 03104  
Home: (603) 627-5979  
Mobile: (603) 391-7577  
gustafsj@bc.edu

## Education

**Central High School**, Manchester, NH *1998-2000*  
GPA: 4.0/4.0  
Weighted GPA: 6.5/6.5  
Class Rank: 1/592

**Phillips Exeter Academy**, Exeter, NH *2000-2002*  
GPA: 9.6/10.0  
Honors: National Honors Society, National Language Honors Society

**Boston College**, Chestnut Hill, MA *2002-2007*  
Major: English, Creative Writing Concentration  
GPA: 3.7/4.0  
Honors: Graduated Cum Laude, Member of Golden Key Honors Society

**Southern New Hampshire University**, Manchester, NH *2007-Present*  
Candidate for MFA in Nonfiction

## Work Experience

**OPTICS1, Inc.**, Manchester, NH *June 2007 – Present*  
*Through OfficeTeam (temp agency)*  
*Executive Administrative Assistant*

- General administrative activities include: filing, multi-line phone, mailing, shipping, ordering supplies, arranging frequent travel for 25 person office, interfacing with customers, vendors, and our California-based corporate headquarters
- Filing, reporting, and tracking of government property
- Special projects in support of marketing and engineering efforts:
  - Recruiting – editing and posting recruitment material, screening resumes and interviewees
  - Extensive copy editing – projects include editing copy and images for all promotional material (brochures, posters, etc.) for industry conferences and shows; editing company procedural manuals; editing end-user manuals for military optical assemblies
  - Extensive work in Visio – projects include interpreting and translating three-dimensional SolidWorks models into two-dimensional light path diagrams; drafting scaled facility plans in support of creating government classified work stations

**Southern New Hampshire University** *Fall Semester 2007*  
*Editing student papers under Dr. Ravi Pandit*

- Editing university student papers for three classes in the Hospitality Department – correcting grammar and mechanics, editing for general readability

**Employed under Ingrid Bexell Hultén,** *August 2006 – December 2006*  
*English Language Tutor, Göteborg, Sweden*

- Aiding twelve-year-old Torun Bexell Hultén with her continued study of the English language

**PelletSales.com,** Manchester, NH *May 2006 – August 2006*

*Assistant to CEO of New Hampshire based renewable energy company*

- Involved in the founding of PelletSales.com, from conception to realization
  - As sole employee of startup company, responsible for all administrative duties: responsible for organizing all affairs and frequent travel of CEO, responsible for creating copy and implementing automated response system for customer orders, responsible for addressing all customer questions and concerns, responsible for research of and communications with potential suppliers
- Wrote copy for website; interfaced with *SilverTech Interactive Solutions* to finalize web layout and content
- Created company logo – featured on website, letterhead, and product packaging

**University Advancement,** Boston College *September 2005 – May 2006*

*Assistant in the Office of Vice President of University Advancement*

- Continuous online research of large gifts to institutions of higher learning
- Daily filing and maintenance of University Gifts spreadsheet
- Maintenance of alumni giving mailing lists

**AHANA,** Boston College *September 2003 – May 2004*

*English Tutor for Minority Students*

- Responsible for teaching basic written English skills to non-native speakers
- Responsible for honing grammatical, syntactical, organizational, and creative writing skills in more advanced non-native and native speaking students
- Submission of biweekly progress reports to be presented to students' professors

**Activities** Appalachia Volunteer, Habitat for Humanity (2007), contributing writer for "The Heights," Boston College's newspaper (2006 – 2007), contributing member of Stylus, Boston College's literary magazine (2002 – 2007), Boston College Art Club (2005 – 2007), Boston College Ski and Snowboard Club (2002 – 2007)

#### **Skills and Interests**

General computer proficiency: Word, Excel, Outlook, Visio, experience with Photoshop and AdSend; type 80+ WPM, proficient in French, passionate student of global cultures and foreign languages, avid traveler, advanced open water SCUBA certification, meticulous, prompt, personable

#### **Awards and Honors**

Second place in state-wide photo contest sponsored by *The Union Leader*, runner up in state-wide essay contest sponsored by *Parade Magazine*, National Junior Classical League (NJCL) Gold Award for perfect score on national Latin exam

## References

Chandra Rheault  
Office Manager/HR/FSO  
OPTICS1, Inc.  
(603) 296-0469

Jon Strimling  
President and CEO  
PelletSales.Com, LLC  
(603) 623-1150

Don Aucoin  
Staff Writer – The Boston Globe  
Part-time faculty at Boston College  
(617) 552-4280

Richard Adams Carey  
Author, Professor, and MFA Mentor  
Southern New Hampshire University & Holderness Academy  
(603) 779-5205



Robert S. MacKenzie, AICP  
Director

# CITY OF MANCHESTER

## Planning and Community Development

Planning  
Community Improvement Program  
Growth Management



Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

### MEMORANDUM

**To:** Board of Mayor and Aldermen

**From:** Pamela H. Goucher, Interim Planning Director  
Leon L. LaFreniere, Building Commissioner

**Date:** September 4, 2008

**Subject:** Map 909/Lot9 (vacant parcel adjacent to ball field)

*PHS*  
*[Signature]*

08 SEP -5 P6:32

RECEIVED  
MANCHESTER CITY OF NH

At the BMA meeting this past Tuesday evening, we became aware of the City's desire to purchase the small (11,468 SF) vacant parcel of land adjacent to the baseball stadium. This parcel is located almost entirely within the newly expanded shoreland protection zone (250' from the Merrimack River) that was implemented by the State of New Hampshire in July of this year. This designation may have an impact on the value of the parcel due to restrictions against development contained in the law.

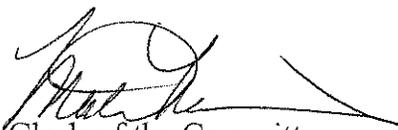
While we do not know if Members of the Board were aware of this information, or if this information would have an effect on the decision to purchase the parcel, we felt it appropriate to bring it to the Board's attention.

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

The Special Committee on Riverfront Activities respectfully recommends, after due and careful consideration, that the City purchase a certain .2633 acre parcel of land located at 2 Line Drive under the terms and conditions identified in the attached purchase and sales agreement.

*(Unanimous vote)*

Respectfully submitted,

  
Clerk of the Committee  
*Repsody*

At a meeting of the Board of Mayor and Aldermen held September 2, 2008, on a motion of Alderman Gatsas duly seconded by Alderman Smith the report of the Committee was accepted and its recommendations adopted.

Mayor Guinta vetoed the motion.

  
Deputy City Clerk

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), is made by and between **NH Triple Play, LLC**, with a mailing address of 950 Winter Street, Suite 4300, Waltham, Massachusetts, 02451, and/or its successors and assigns (hereinafter collectively the "Seller") and **The City of Manchester, New Hampshire**, a municipality with a mailing address of One City Hall Plaza, Manchester, New Hampshire 03101 (hereinafter the "Purchaser")(collectively "the Parties").

### WITNESSETH

WHEREAS, Seller is the owner of certain unimproved real property containing 0.2633 Acres (11,469 S.F.) more or less acres of land located at 2 Line Drive, Manchester, New Hampshire, 03101. Said real property is more particularly described in the proposed Quitclaim Deed attached hereto as Exhibit A; and

WHEREAS, Seller desires to sell and Buyer desires to buy said real property upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties intend to make the Property subject to the existing Management and Operations Agreement between the parties as more particularly set forth herein; therefore

IN CONSIDERATION of the respective agreements and mutual promises hereinafter set forth, Seller and Buyer hereby agree as follows:

#### **1. PROPERTY INCLUDED**

Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees that Purchaser shall purchase from Seller that certain parcel of land located at 2 Line Drive, Manchester, New Hampshire, 03101 0.2633 Acres (11,469 S.F.) more or less acres of land and more particularly described on Exhibit A (the "Property"), and

- 1.01 all of Seller's interest, if any, in all easements, rights and appurtenances related to the Property.
- 1.02 Said Premises are to be conveyed by a good and sufficient Quitclaim Deed and said Deed shall convey a good and clear record and marketable title thereto, free from all outstanding attachments, encumbrances, liens, mortgages and other matters of record except:
  - (a) Provisions of existing building and zoning laws;
  - (b) Such taxes for the current year as are not yet due and payable as of the date of the closing;

- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) The following permitted encumbrances:
  - a. Rights of the City of Manchester to maintain its outfalls sewer as described in the deed from Merrimack Packing Company, Incorporated to Merrimack Packing Co., Inc. dated July 3, 1965 and recorded in said Registry at Book 1836, Page 287.
  - b. The following matters shown on Plan No. 33492 recorded in the Hillsborough County Registry of Deeds:
    - Proposed 50' Utility Maintenance and Access Reserve Area Centered on Existing Sewer Main
    - Proposed 25' Sewer Maintenance Reserve Area
    - Proposed 25' Wide Sewer Easement 10' Southeast and 15' Northwest of Centerline Existing Sewer Main
- (e) Conditions and restrictions contained in the Quitclaim Deed and Agreement from the City of Manchester to Manchester Downtown Visions, LLC dated September 17, 2004 and recorded in said Registry at Book 7335, Page 420 (copy attached as Exhibit A)
- (f) Easement from Merrimack Packing Company, Inc. to Public Service Company of New Hampshire, dated December 3, 1952 and recorded in Hillsborough County Registry of Deeds at Book 1341, Page 104.

**2. PURCHASE PRICE.**

(a) The Purchase Price of the Property is TWO HUNDRED SEVENTY ONE THOUSAND THREE HUNDRED AND THIRTEEN DOLLARS AND EIGHTY SEVEN CENTS (\$271,313.87) (the "Purchase Price"). This amount represents the Seller's actual out-of-pocket costs (for items (1) and (3)) and committed out-of-pocket costs (for item (2)) required to acquire the Property from Manchester Downtown Visions, LLC and is comprised of the following components:

- (1) \$ 218,576.99 (purchase price for NH Triple Play, including share of transfer tax, title insurance and recording fees)
- (2) \$ 33,236.88 (cost to buy out the parcel's share of PSNH easement liability with full release); and
- (3) \$19,500.00 Legal and related costs (including PSNH easement removal negotiations, negotiation of P&S, preparation for sheriff's sale, and closing costs)

(b) The Purchase Price shall be paid by the Purchaser to the Seller in full, by wire transfer of immediately available federal funds at the Closing.

### **3. CLOSING TIME AND PLACE**

Closing (the "Closing") shall take place on September \_\_\_\_, 2008 at 3:00 PM at the offices of Sheehan Phinney Bass + Green, PA, 1000 Elm Street, Manchester, New Hampshire.

### **4. OBLIGATIONS OF THE PARTIES AT CLOSING/PRORATIONS**

4.01 At Closing, Seller shall deliver to Purchaser:

(i) A Quitclaim deed (the "Deed") for the Property in statutory form, conveying good and clear record and marketable title subject to the limitations described in Section 1.02 above.

(ii) Mechanics lien and parties in possession affidavits by Seller, and other forms and affidavits as reasonably and customarily required by Purchaser's lender or title insurance company for transactions of this type and nature.

(iii) Documentation which shows that the person executing the Deed is authorized to do so on behalf of the Seller.

4.02 At Closing, Purchaser shall deliver to Seller:

(i) The Purchase Price as provided for in paragraph 2 above.

(ii) Real estate transfer and other forms and affidavits customarily required when transferring property in the state where the Premises is located.

4.03 The following are to be apportioned as of 12:01 A.M., on the date of Closing on the basis of a 365-day year:

(i) Real Property Taxes. Real property taxes for the current year and assessments, if any, shall be apportioned between the parties as of 12:01 A.M. on the date of Closing. If the amount of said taxes or assessments is not known at such time, they shall be apportioned on the basis of the preceding year. Such taxes and/or assessments shall be reapportioned as soon as the new rate or valuation can be ascertained. Within ten (10) days after such reapportionment, if any, Seller shall notify Buyer of such reapportionment in writing, and Seller or Buyer, as the case may be, shall, within ten (10) days of the date of such notice, remit to the other the amount owed as a result of such reapportionment.

- (ii)
- (iii) Except as already factored into the purchase price, each party shall be responsible for their own expenses in negotiating and consummating the transaction as contemplated herein.
- (iv) Water, Sewer and Utility Charges. All water, sewer, utility charges and fuel in tanks shall be apportioned as of 12:01 A.M. on the date of Closing. If such apportionment cannot be calculated accurately at that time, the same shall be calculated within thirty (30) days after Closing and either party owing the other party a sum of money based on such subsequent apportionment shall promptly pay said sum to the other party.
- (v) Local Custom. Any other costs or expenses affecting the Property shall be apportioned between the parties in accordance with local customs in the city, town or county in which the Property is located.

## **5. CONDITION OF PROPERTY**

5.01 Purchaser acknowledges that, except for warranties and covenants of title, and except as otherwise provided in this Agreement, it is accepting the Premises AS-IS, WHERE-IS, and WITH ALL FAULTS as of the date of this Agreement and as of Closing and without any other guarantee, representation or warranty, express or implied, of any kind, nature of description whatsoever with respect thereto. Purchaser further acknowledges that, except as provided elsewhere in this Agreement, it has not been influenced to enter into this transaction by, nor has it relied upon, any warranty, guaranty, statement or representation by Seller or by any trustee, director, officer, agent or employee of Seller. Purchaser acknowledges that except as provided elsewhere in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any partner, officer, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the condition or repair of the Property.

## **6. REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants for the benefit of Buyer, the following facts are true and will be true as of Closing:

(a) This Agreement and all documents executed by Seller which are to be delivered to Buyer at Closing are and will be duly authorized, executed and delivered by Seller, and are, and at the Closing will be, legal, valid and binding obligations of Seller and that neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation or default under any term or provision of any Management Agreement or any other agreement or instrument to which Seller is a party or by which Seller or the Property might be bound.

(b) Seller is a duly organized LLC in good standing under the laws of the State of

New Hampshire. Seller has the power and authority to execute the documents contemplated by this Agreement.

(c) There are no unpaid charges, debts, liabilities, claims or obligations involving the payment of money arising from the construction, occupancy, ownership, use or operation of the Property, or the business operated thereon, which could give rise to any mechanic's or materialmen's or other similar statutory lien against the Property, or any part thereof, for which Buyer will be responsible.

(d) To Seller's knowledge, Seller has received no service of process or other written notification of any litigation or administrative proceedings that could materially and adversely affect title to the Property or any part thereof or prevent Seller from performing any of its obligations hereunder.

(e) To Seller's knowledge, other than as specifically provided herein, no consent or approval of any person or entity or of any governmental authority is required with respect to the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby or the performance by Seller of its obligations hereunder.

(f) To Seller's knowledge, other than those items designated in Section 1.02 above, there are no contracts or other agreements affecting the Property which would be binding upon the Purchaser after the Closing.

(g) There are no judicial, administrative, mediation or arbitration actions, suits or proceedings pending or to Seller's knowledge threatened, against or affecting Seller or the Property, which, if adversely determined, would materially impair the Property or prevent Seller from performing the covenants or obligations required to be performed by Seller under this Agreement.

(h) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the income tax regulations thereunder.

(i) There are no leases, rental agreements, tenancy agreements, or similar agreements affecting the Property (other than the Lease described below).

## 7. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser hereby represents and warrants for the benefit of Seller, the following facts are true and will be true as of Closing:

(a) That this Agreement and all documents executed by Purchaser which are to be delivered to Seller at Closing are and will be duly authorized, executed and delivered by Purchaser and are, and at Closing will be, legal, valid and binding obligations of Purchaser and

that neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation of local, state or federal law or regulation.

(b) Purchaser has the power and authority to execute the documents contemplated by this Agreement.

**8. INDEMNIFICATION.**

Each party hereby agrees to indemnify the other party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any misrepresentation or breach of warranty or breach of covenant made by such party in this Agreement or in any document, certificate or exhibit given or delivered to the other pursuant to or in connection with this Agreement, pursuant to the terms and/or unless otherwise set forth herein.

**9. POSSESSION; ACTS PRIOR TO CLOSING.**

(a) Except with respect to the provisions of the 2008 Rider to the Management and Operations Agreement provided to Seller as set forth below, full rights of possession to the Property shall be delivered to the Buyer at Closing free and clear of tenants, occupants and personal possessions not being acquired by Buyer or remaining in the area to be leased back to Seller.

(b) Seller covenants and agrees with Purchaser that, from now until Closing, Seller shall (A) not voluntarily create any new lien on the Property that will not be discharged at Closing out of the Purchase Price; and (B) promptly give Buyer copies of all written notices received by Seller asserting any breach, violation, default or casualty incidents affecting or threatened against the Property.

**10. MISCELLANEOUS**

10.01 Purchaser may not subsequently assign, transfer, convey or sell any interest in this Purchase and Sale Agreement.

10.02 The parties stipulate that no broker or real estate agent is entitled to a commission from this transaction. Each party agrees to indemnify and hold the other harmless from all loss,

cost, damage or expense arising out of or as a consequence of claims for brokerage commissions asserted by third parties whose claim derives from the party required to make indemnification.

10.03 This Agreement contains all the agreements of the parties with respect to the subject matter hereof. All prior discussions are merged herein. Any amendment hereto shall be effective only if executed with all the formalities hereof by the party against whom the amendment is asserted.

10.04 This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Hampshire, without giving effect to any choice of law provisions that might apply. The parties hereto hereby agree that any action between the parties hereto and their successors in interest shall be maintained in a court of competent jurisdiction located within the State of New Hampshire, and consent to the jurisdiction of any such New Hampshire court for all purposes connected herewith.

10.05 In the event that either the Purchaser or the Seller must initiate legal action to enforce any of the provisions of this Agreement, the prevailing party in any such action shall be entitled to their reasonable costs and attorney's fees incurred in enforcing this Agreement.

10.06 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures on this Agreement delivered by facsimile shall suffice to bind the parties.

10.07 All notices required by this Agreement shall be deemed given when sent and shall be either mailed by United States mail, postage prepaid, certified, return receipt requested or by Federal Express or other over night carrier or sent via facsimile with a copy sent via regular mail, and shall be mailed to the parties at the following addresses:

If to the Seller:

NH Triple Play, LLC  
Attn: Arthur Solomon  
950 Winter Street  
Suite 4300  
Waltham MA 02451

With a copy to:

Robert H. Miller, Esq.  
Sheehan, Phinney, Bass & Green PA  
1000 Elm Street 17<sup>th</sup> Floor  
Manchester, NH 03105-3701

If to the Purchaser:

City Clerk  
City of Manchester  
One City Hall Plaza  
Manchester, New Hampshire 03101

With a copy to:

Thomas Clark, Esq.  
City Solicitor  
One City Hall Plaza  
Manchester, New Hampshire 03101

10.08 The captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement of any of its terms.

11. Amendment to Management and Operations Agreement

Seller and Purchaser will execute a 2008 Rider to the Management and Operations Agreement in place between the Parties to govern use of the additional 0.2633 acres. The agreed-upon material terms of said revision shall be:

- Space: The entire Property described by this Agreement and the Quitclaim Deed for the Property.
- Term: To be coextensive with the term of the Management and Operations Agreement governing NH Triple Play, LLC's use of the stadium parcel, including all renewals. The Management and Operations Agreement is attached hereto as Exhibit D.
- Rent: \$1.00 per year additional charge for the addition of the 0.2633 acres of land to the 8.71 acres in the Stadium Parcel, creating a new area of 8.973 acres to be governed by the updated Management and Operations Agreement.

Other Agreed-Upon Material Terms for 2008 Rider to Management and Operations Agreement:

- (1) The City of Manchester shall not impose upon NH Triple Play, LLC or its successors or assigns any restrictions on what may be built on this parcel, any requirement to build anything on the parcel, or any timeline to build on the parcel, other than the requirement that whatever NH Triple Play, LLC or its successors or assigns chooses to build on the site, if anything, be deemed compatible with the baseball operations at the sole discretion of the baseball club's operating entity. Any improvements on the property must be done in accordance with existing state and local land use regulations and the City retains the right to amend its land use regulations which may or may not affect this Property.
- (2) All structures built on the Property (minus contents and fixtures) will become the property of the City of Manchester
- (3) Purchaser and Seller hereby agree, as a material inducement for the Seller to enter into this Agreement, that the Purchaser will effectuate the merger of the Property with the City-owned "Stadium Parcel" located at Map 909 Lot 7 (hereinafter "Stadium Parcel"), which is already subject to the Management and Operations Agreement between the Purchaser and the Seller.

12. Multiple Counterpart Originals.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have sent their hands to the written instrument.

SELLER:

NH TRIPLE PLAY, LLC

By: \_\_\_\_\_  
Arthur Solomon, Managing Director

\_\_\_\_\_  
Witness

Dated: \_\_\_\_\_

PURCHASER:

CITY OF MANCHESTER

\_\_\_\_\_  
Witness

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Hon. Frank Guinta, Mayor  
Chair, Board of Mayor and Aldermen

**EXHIBIT A**  
**PROPOSED QUITCLAIM DEED**

(Space Above this Line Reserved for Registry of Deeds)

## QUITCLAIM DEED AND AGREEMENT

**NH Triple Play, LLC**, a New Hampshire Limited Liability company with an address of 950 Winter Street, Suite 4300, Waltham, Massachusetts 02451 (the "Grantor"), for consideration paid, grants to the City of Manchester, New Hampshire with an address of One City Hall Plaza, Manchester, New Hampshire 03101 (the "Grantee"), with quitclaim covenants but subject to all of the conditions, covenants, restrictions, reservations, obligations, terms and provisions hereof, the premises in Manchester, NH described as follows:

A certain parcel of land situated on Road Parcel C, in the City of Manchester, County of Hillsborough, State of New Hampshire, bounded and described as follows:

Beginning at a granite bound to be set, at the easterly corner of the herein described Lot, at Lot 909-7, on Road Parcel C; thence

S43°01'34"W by Lot 909-7 a distance of 174.85 feet to a granite bound to be set at Road Parcel C; thence

N46°58'26"W by Road Parcel C a distance of 26.22 feet to a granite bound to be set; thence

N00°19'51"W by Road Parcel C a distance of 96.12 feet to a granite bound to be set; thence

N65°02'16"E by Road Parcel C a distance of 114.34 feet to a granite bound to be set; thence

Southeasterly by Road Parcel C along the arc of a curve to left, having a radius of 71.00 feet, a length of 50.42 feet to the point of beginning.

Containing 11,469 S.F. more or less or 0.2633 Acres more or less and being more particularly shown as Lot 909-9 on a plan by TF Moran Inc. entitled "Tax Map 909 Lots 3 & 4 Subdivision & Lot Line Relocation Plan South Commercial Street Manchester, NH Owned By and Prepared

2114

Granted Premises: 2 Line Drive, Manchester, New Hampshire

For City of Manchester; Scale 1"=40'; January 9, 2004" as revised, which plan is recorded with the Hillsborough County Registry of Deeds as Plan No. 33492 (the "Premises").

The within conveyance is subject to and burdened by, and Grantee, by accepting this deed and title to the Premises, for itself and all of its successors and assigns in title, hereby acknowledges that title to the Premises is subject to the following terms and conditions as follows:

1. Reservation of Rights; Continued Existence of Stormwater and Sewer Lines. Grantee acknowledges that City of Manchester, NH (the "City") and those claiming by, under and through it, has the right to reconstruct, use, maintain, repair, replace, relocate and remove the stormwater and sewer lines running under the Premises. Grantee hereby agrees to leave the existing stormwater and sewer lines running under the Premises in their present locations if physically and economically possible. If Grantee ultimately determines that it must relocate the existing stormwater and sewer lines under the Premises, then any such relocation shall be undertaken (i) only after consultation and in cooperation with the City and any applicable governmental authorities with jurisdiction or responsibility for, or regulatory authority over, such lines; (ii) in a manner, to a location or locations, and in a configuration or configurations that is acceptable to the City and such applicable governmental authorities; (iii) so as not to unduly disrupt the continuous use of such lines; and (iv) at Grantee's sole cost and expense.

2. Extension of Riverwalk. Grantee hereby agrees, at its sole cost and expense, to extend the existing so-called "Riverwalk" that runs across land adjacent to the Premises along the boundary near the Merrimack River from its existing location Northward across the "so-called" Langer property at such time, if ever as Grantee, its successors and assigns, as owners of the Premises or their respective affiliates enter into an agreement with the owner of the Langer property to develop such property. If such extension occurs, Grantee shall be responsible for all permitting, design and construction of such extension of the Riverwalk. Such extension of the Riverwalk shall be constructed of the same materials as the existing Riverwalk and shall be designed to produce a harmonious and aesthetically and operationally integrated blend of (i) the new and old portions of the Riverwalk and (ii) of the entire Riverwalk with the balance of the surrounding riverfront property. The design of the extension of the Riverwalk shall be submitted to the City for its review and approval which approval shall not be unreasonably withheld.

3. Maintenance of the Riverwalk. Grantee hereby agrees to repair and maintain the portion of the Riverwalk that runs across land adjacent to the Premises situated between the Premises and the Merrimack River (but not the land on which the baseball stadium is constructed) and, should Grantee extend the Riverwalk across the Langer property, Grantee shall also thereafter repair and maintain such portion of the Riverwalk; provided, however, that if Grantee fails to repair and maintain those portions of the Riverwalk that it hereby agrees to repair and maintain, and the City has provided Grantee with written notice of such failure and such failure is not cured within thirty (30) days of delivery of such notice, then the City may repair and maintain such portions of the Riverwalk and charge such repair and maintenance costs to Grantee and collect such repair and maintenance costs from Grantee. Grantee agrees that it shall not alter the Riverwalk in any material respect without the City's prior written approval. Subject to reasonable restrictions on access and use during the construction of the extension of the Riverwalk and during any repairs to the Riverwalk, Grantee shall allow public access to

21-15

and use of the Riverwalk as a public amenity. Grantee shall cooperate with the City in the use of the Riverwalk for public activities or gatherings. Grantee shall also allow the City access across the Premises so that the City may repair, maintain and extend portions of the Riverwalk that Grantee does not have a duty to maintain as well as those portions of the Riverwalk that City may maintain if Grantee does not do so as provided above.

The Premises are also conveyed subject to and burdened by any rights, easements, reservations, restrictions, title exceptions and other matters of record to the extent same are now in force and applicable, including without limitation the following: Rights of the City of Manchester to maintain its outfalls sewer as described in the deed from Merrimack Packing Company, Incorporated to Merrimack Packing Co., Inc. dated July 3, 1965, and recorded in said Registry at Book 1836, Page 287; Easement from Merrimack Packing Company, Inc. to Public Service Company of New Hampshire, dated December 3, 1952, and recorded in Hillsborough County Registry of Deeds at Book 1341, Page 104; and the following easements and reserve areas shown on Plan No. 33492 recorded in the Hillsborough County Registry of Deeds:

- “Proposed 50’ Utility Maintenance and Access Reserve Area Centered on Existing Sewer Main”
- “Proposed 25’ Sewer Maintenance Reserve Area”
- “Proposed 25’ Wide Sewer Easement, 10’ Southeast and 15’ Northwest of Center line Existing Sewer Main”

For Grantor’s title see Quitclaim Deed and Agreement from Manchester Downtown Visions, LLC, dated May 13, 2008 and recorded in Hillsborough County, New Hampshire Registry of Deeds in Book 7981, Page 2243; and Quitclaim Deed and Agreement from City of Manchester, NH, dated September 17, 2004 recorded in Hillsborough County, New Hampshire Registry of Deeds in Book 7335, Page 420. By accepting this deed and title to the Premises, all of the terms and provisions hereof including any conditions, covenants, restrictions, reservations and obligations are binding upon Grantee and its successors and assigns, including all parties from time to time who acquire any right, title or interest in the Premises, in perpetuity forever. Grantee hereby joins in this Deed to evidence its acknowledgment and agreement to the foregoing and Grantee hereby assumes and agrees to perform and comply with all of the conditions, covenants, restrictions, reservations and obligations set forth and referred to herein.

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IN WITNESS WHEREOF, the Grantor caused its hands to be subscribed this \_\_\_\_\_ day of September, 2008.

GRANTOR:

NH TRIPLE PLAY, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Arthur Solomon, Managing Director

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, ss.

This instrument was acknowledged before me on this \_\_\_\_\_ day of May, 2008 by Arthur Solomon, Managing Director of NH Triple Play, LLC.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires:  
AFFIX STAMP OR SEAL

GRANTEE

CITY OF MANCHESTER, NH

\_\_\_\_\_  
Witness

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

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, ss.

This instrument was acknowledged before me on this \_\_\_ day of May, 2008 by Frank Guinta as Mayor of the City of Manchester, New Hampshire.

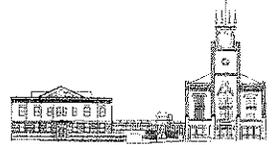
\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires:  
AFFIX STAMP OR SEAL

21-17



# CITY OF MANCHESTER

## Board of Aldermen



### MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: Aldermen Lopez  
Chairman of the Board

DATE: September 11, 2008

RE: Economic Development Department

Last year, we worked on moving the Parking Enterprise within the Manchester Economic Department when we reorganized the Traffic Department. At this time, I am asking this Board to reassign the Parking Enterprise within the Finance Department, under the supervision of the Finance Officer.

I feel strongly that the Finance Officer will be in a better position to properly guide this division due to the complexity of the financial issues involved within this enterprise. Let me remind everyone that this was recommended in the first place by Lansing Melbourne Consulting Group. Again, I recommend that this vote be effective immediately upon approval of the Board.



# CITY OF MANCHESTER

## Board of Aldermen



### MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: ~~Aldermen Lopez~~  
Chairman of the Board

DATE: September 11, 2008

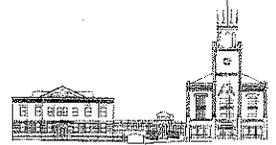
RE: Planning and Economic Development Departments

As we start thinking about the 2010 budget, the time has come for consider reorganizing these two departments into one letting it be known as Manchester Planning/Economic Department. In my opinion we need to make this decision and move on. The Mayor shall bring forward an organizational chart by October 7, 2008, keeping in mind we need workers, not managers, with a recommendation that it be effective immediately upon approval of the Board.



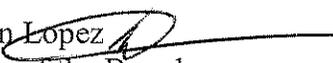
# CITY OF MANCHESTER

## Board of Aldermen



### MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: Aldermen Lopez   
Chairman of the Board

DATE: September 11, 2008

RE: Parks, Recreation & Cemetery Department

As we start thinking about the 2010 budget, the time has come for us to either reorganize this department or keep this department as it is currently organized. It has been far too long to have an acting department head. Therefore, I recommend that the Parks, Recreation and Cemetery Department shall remain as a department.

I would request that the Board take a vote on the matter as soon as possible. Employees have been waiting far too long for an answer. This is an important issue that must be resolved now, not during the FY2010 budget deliberations. I would further recommend that the vote of the Board be effective immediately.

RECEIVED

AUG 27 2008

MAYOR'S OFFICE

August 27, 2008

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

Dear Mayor Guinta and Manchester Aldermen:

A number of Manchester Highway Department workers have died while performing their duties. I have been working on a project for over a year now identifying these workers and would like to eventually honor them with a monument as per the attached design. This 4' wide by 6' high granite monument would be erected on Valley Street alongside the Manchester Highway Department Office under the flagpole.

I am asking for your endorsement of this project. Once I receive your endorsement, I plan on publicizing this endeavor in order to identify additional workers who died on the job. Manchester Highway Department workers will raise money to completely fund the project. I look forward to hearing from you concerning this undertaking. I can be available for questions at the Board of Mayor and Aldermen meeting upon notice. Again, thank you for your time and consideration.

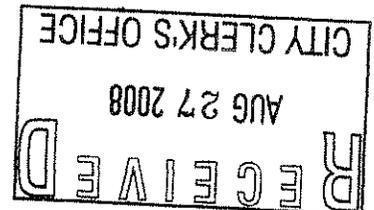
Sincerely,

Daniel L. Garrity  
Manchester Highway Department  
(603) 627-4638 (Home)  
(603) 624-6444, Ext. 337 (Work)

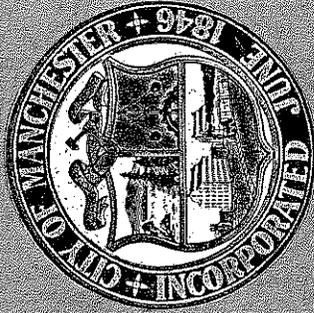


cc: Kevin A. Sheppard, Public Works Director

Encl.



25-1



IN MEMORY OF  
HIGHWAY DEPARTMENT EMPLOYEES  
WHO DIED IN SERVICE TO  
THE CITIZENS OF MANCHESTER

PATRICK GRIFFIN MAY 29 1950 AGE 54  
IRENEE BOISSONNEAULT FEB 28 1969 AGE 67  
RAYMOND LEBLANC FEB 16 1971 AGE 43  
ALBERT PINARD OCT 29 1977 AGE 44  
GEORGE J. PRIVE JR. JUNE 9 1994 AGE 56

DEDICATED - NOVEMBER 2008

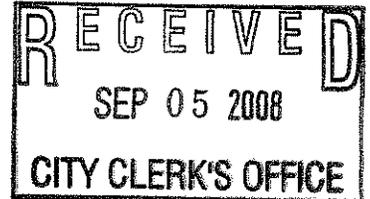


## Manchester Community Television

1045 Elm St., Suite 300, Manchester, NH 03101

• Phone: (603) 628-6099 • Fax: (603) 665-6827 • Email: manchestertv@comcast.net • www.manchcom.tv

To: Committee on Administration/Information Systems  
From: Grace Sullivan, MCTV Director *gls*  
Date: September 5, 2008  
Re: City Hall Aldermanic Chamber New Camera Purchase



MCTV is requesting to purchase new video cameras for the City Hall Aldermanic Chamber.

After following the Manchester School District bid process, the cost of the new video cameras and installation will be \$30,386, which was the lowest bidder.

We seek approval under the MCTV agreement, which states that any purchase over \$20,000 must be presented to the Committee on Administration/Information Systems and approved by the Board of Mayor and Aldermen before the School District may release such funds. (MCTV Agreement Sec. 6) During the renovation of City Hall MCTV did not choose or purchase the current cameras, however the camera quality has deteriorated over the years and needs to be replaced.

We are seeking approval to move forward to complete this project for the benefit of the citizens of Manchester.



41 Terrill Park Drive • Concord, NH 03301  
 Phone: 603-224-2300 • Fax: 603-224-2308

Manchester Community TV

ATTN: Jason Cote  
 1045 Elm Street

Manchester, NH 03101

Date: 9/3/08

Qty.	Mfgr / Model #	Description	List Price	Cost:
1	Sony RMBR300	Camera Controller	\$ 1,500.00	\$ 1,158.00
4	Sony BRCZ700	robotic camera	\$ 31,980.00	\$ 6,099.00
4	Sony BRCH-WMPP	mounting bracket	\$ 1,120.00	\$ 228.00
4	Custom wall mounts, installation, training + cables		\$ 4,360.00	\$ 980.00

Quotes good for 30 days  
 shipping not included  
 Submit to: Kevin Long

List price: \$ 38,960.00 COST:

26-2



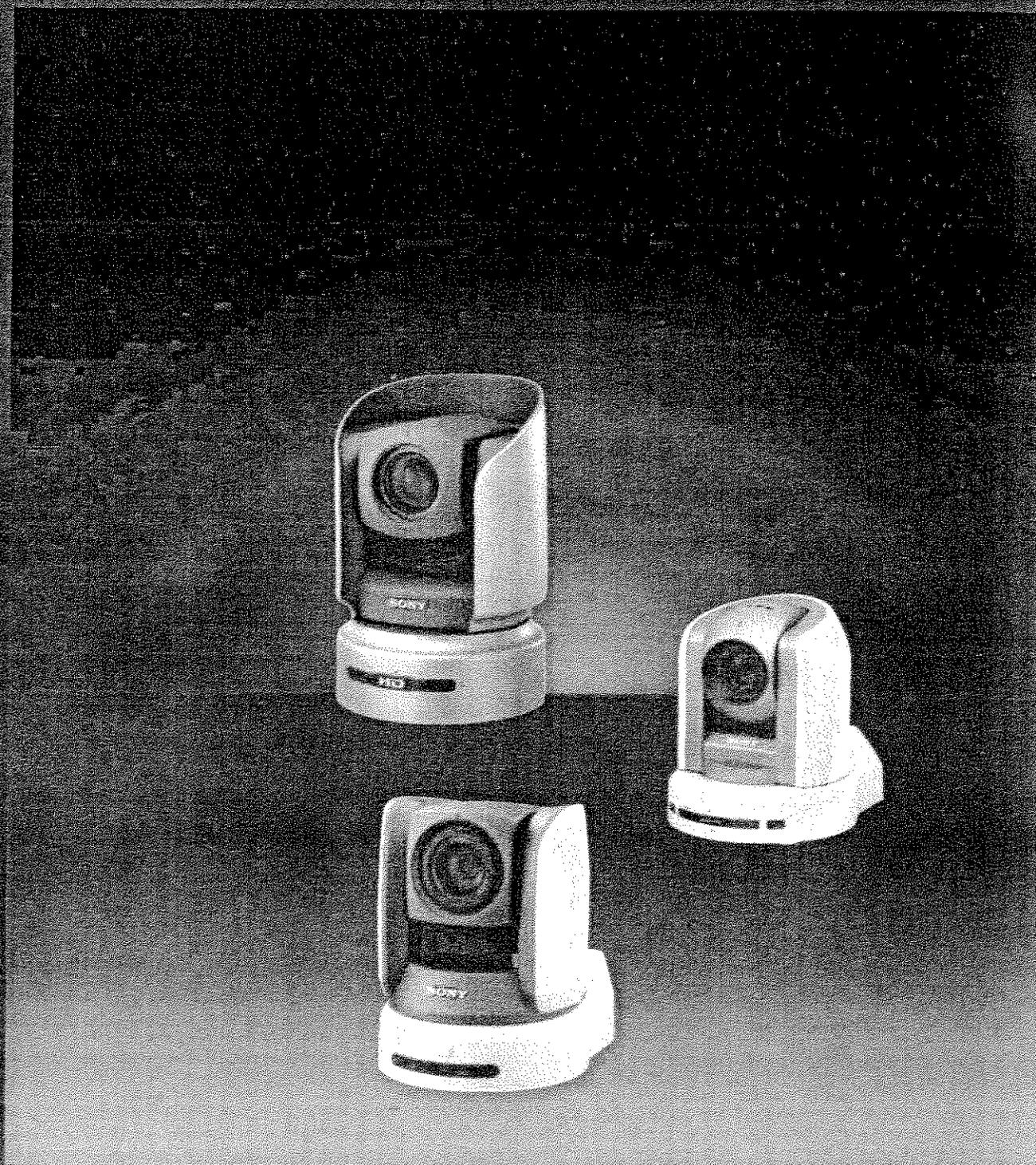
NH 03301  
13-224-2308

Ext. Cost
\$ 1,158.00
\$ 24,396.00
\$ 912.00
\$ 3,920.00

\$ 30,386.00

26-3

SONY



## BRC Series

BRC-H700  
BRC-Z700  
BRC-300  
BRC-300P

# The High-performance BRC Series – Outstanding Picture Quality, Precise Movements, and Versatile Interfaces Make These Cameras Ideal for Remote Video Shooting Applications

The Sony BRC Series consists of three revolutionary Pan/Tilt/Zoom (PTZ) color video cameras, each especially designed for remote video shooting applications. Both the BRC-H700 and BRC-300 have already been highly successful worldwide, satisfying user needs for high-definition (HD) and standard-definition (SD) applications, respectively.

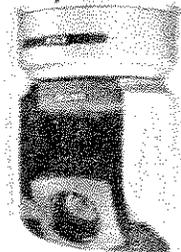
Now, Sony introduces the new BRC-Z700, equipped with three 1/4-type HD ClearVid™ CMOS Sensors. This camera is both HD and SD capable, enabling versatile operations and allowing users to easily migrate from SD to HD picture quality. What's more, the BRC-Z700 incorporates a newly designed smooth PTZ mechanism for precise camera control.

The BRC Series has very wide pan and tilt ranges, as well as extremely fast and accurate pan/tilt movements, making it suitable for capturing not only fast-moving objects, but also slow-moving objects without rocking vibration. Moreover, users can operate the camera intuitively with the optional Sony RM-BR300 Remote Control Unit, which is equipped with an ergonomically designed joystick and feature-rich control panel. With the RM-BR300, users can control up to seven cameras, the presets for each camera, and other parameters as required. In addition, the BRC Series can be controlled over long distances via a single fiber optic cable connection.

With a number of useful features and excellent picture quality, the BRC Series is ideal for a variety of remote video shooting applications, such as in houses of worship, auditoriums, teaching hospitals, corporate boardrooms, and at sporting events, trade shows, and concerts. Furthermore, it is an excellent choice for broadcast applications, such as the recording of television programs or as a weather camera. The BRC Series consists of three cameras each with specific benefits, so users can choose the most appropriate solution for their specific application needs.

## BRC-H700 (HD 3CCD Color Video Camera)

The BRC-H700 offers high picture quality and high sensitivity with three 1/3-type HD CCDs and a resolution of 1,120,000 total pixels. It is ideal for users demanding extremely clear HD images with great detail, and because of its high sensitivity, it can be operated in shooting environments without ideal lighting. Furthermore, it has the widest viewing angle in the BRC Series, allowing users to capture wide areas of a scene such as audiences at concerts or in auditoriums.



## BRC-Z700 (HD/SD 3CMOS Color Video Camera)

The BRC-Z700 incorporates three 1/4-type HD ClearVid CMOS Sensors and achieves a resolution of 1,120,000 total pixels. It features a 20x optical auto-focus zoom lens with an optical image stabilizer, allowing users to clearly capture small or distant objects. The BRC-Z700 also offers dual HD/SD outputs and an enhanced Pan/Tilt mechanism that operates with extremely smooth and precise movements.

## BRC-300 (SD 3CCD Color Video Camera)

The standard-definition BRC-300 incorporates three 1/4.7-type Advanced HAD™ CCD sensors with a total of 1,070,000 pixels. It is an ideal camera for cost-effective SD applications – and it can capture images in both 4:3 and 16:9 aspect ratios, the latter offering a wider viewing angle. Furthermore, the BRC-300 is the smallest camera in the BRC Series, making it ideal in environments that require the camera to be positioned unobtrusively.



## FEATURES

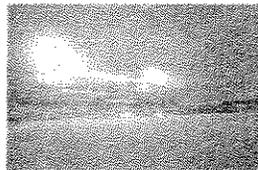
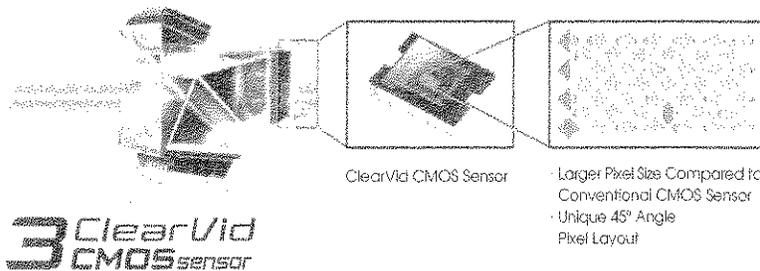
### Excellent Picture Quality

#### BRC-H700

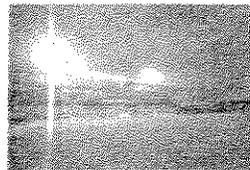
The BRC-H700 is an HD color video camera that features three 1/3-type HD CCDs with approximately 1,120,000 total pixels. This camera is ideal for high-resolution image-capturing applications and satisfies the demands of users who require exceptional-quality video images with accurate color reproduction. In addition, the highly sensitive CCDs enable remote video shooting in environments where lighting is not ideal.

#### BRC-Z700

The BRC-Z700 employs three 1/4-type CMOS image sensors, boasting a resolution of 1,120,000 total pixels. This camera incorporates a newly developed DSP to make effective use of the ClearVid CMOS Sensors, which have been developed using Sony advanced semiconductor technologies. One of the advantages of the CMOS sensor is that vertical smear is minimized. The combination of the new DSP and the ClearVid CMOS Sensors allows the camera to achieve both higher resolution and higher sensitivity compared to cameras equipped with conventional CMOS sensors. Furthermore, the camera's "color masking" function allows users to adjust specific colors in the image more precisely, while the "color detail" function allows users to smooth over skin tones.



ClearVid CMOS Sensor  
(vertical smear minimized)  
(images simulated)



Conventional CCD Sensor  
(vertical smear)

#### BRC-300

The BRC-300 is equipped with three 1/4,7-type Advanced HAD CCD sensors with a total of 1,070,000 pixels. This camera delivers outstanding picture quality with high resolution and accurate color reproduction. Sony Advanced HAD technology enables this camera to produce high-quality SD images with low noise.

### High Performance Pan/Tilt/Zoom Mechanism

The BRC Series of cameras covers a wide shooting range with its highly accurate Pan/Tilt mechanism. All cameras have a very wide pan range of 340 degrees and a tilt range of 120 degrees. Both pan and tilt speeds are variable within the range of 0.25 to 60 degrees per second (BRC-H700 and BRC-300) and 0.22 to 60 degrees per second (BRC-Z700). What's more, the BRC-Z700 has an extremely quiet motor that is capable of very precise movements. All BRC Series cameras are capable of capturing not only fast-moving objects, but also slow-moving objects without rocking vibration.

For capturing small or distant objects, the BRC-Z700 incorporates a 20x optical auto-focus zoom lens and the BRC-H700 and BRC-300 adopt a 12x optical zoom lens.

### Versatile Video Outputs

The BRC Series offers the following outputs as standard:

#### Standard Video Outputs

- BRC-H700: HD Component (Y/Pb/Pr), RGB
- BRC-Z700: HD Component (Y/Pb/Pr), RGB, Composite, Y/C
- BRC-300/300P: Composite, Y/C

What's more, each camera in the BRC Series has a wide range of optional interface cards to choose from. This versatility allows for flexible analog and digital system configurations.

#### Optional Video Cards

##### BRC-H700

- HFBK-HD1: HD-SDI, HD Component (Y/Pb/Pr), RGB
- HFBK-SD1: SD-SDI, Composite, Y/C, SD Component (Y/Cb/Cr), RGB
- HFBK-XG1: WXGA, XGA (Letter Box, Crop), VGA (Letter Box, Crop)
- HFBK-TST: i.LINK™ (HDV) Interface

##### BRC-Z700

- BRBK-HSD1: HD-SDI, SD-SDI

##### BRC-300

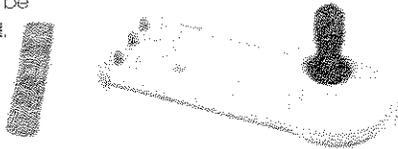
- BRBK-301: Composite, Y/C, SD Component (Y/Cb/Cr), RGB
- BRBK-302: SD-SDI
- BRBK-304: i.LINK (DV) Interface

## Optical Multiplex Unit (BRU-H700, BRU-300)

Users can transmit uncompressed digital data including external sync and camera control signals via an optical multiplex unit such as the BRU-H700 and BRU-300. With only a single cable connection between the camera and the HD optical multiplex unit, the system is extremely easy to install. The maximum cable length between these units are 500 meters for the BRC-300 and 1000 meters for both the BRC-H700 and BRC-Z700.

## RS-232C/RS-422 Remote Control (VISCA protocol)

System integrators can easily configure complex systems with the BRC Series because each camera is equipped with RS-232C/RS-422 interfaces supporting the VISCA™ protocol, which allows them to be controlled by external PCs and/or controllers. All local controls such as Pan/Tilt/Zoom, camera settings, and presets can be easily accessed, and up to seven cameras can be daisy-chained.



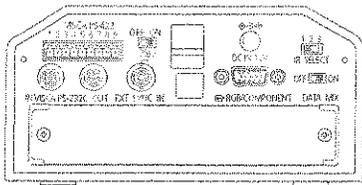
## Multiple Position Presets and User-friendly Interface

The BRC-H700 and BRC-Z700 each have sixteen presets and the BRC-300 has six presets to which predefined Pan/Tilt/Zoom positions and other parameters can be allocated. These presets can be recalled at the touch of a button to easily capture video from pre-specified areas. They can also be controlled from either the supplied IR Remote Commander™ Unit or optional RM-BR300 Remote Control Unit. The ergonomically designed joystick and feature-rich control panel of the RM-BR300 provide superb operability in various remote video shooting applications.

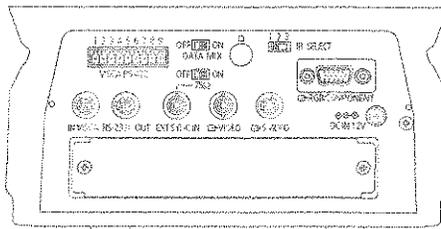
## Flexible Installation

Because the BRC Series has an "Image Flip" function, the unit can either be mounted on a ceiling using the supplied ceiling mount kit or placed on a flat surface to meet the user's installation and space requirements.

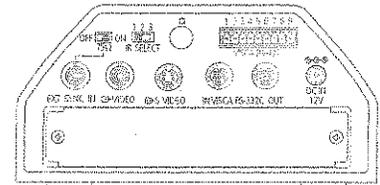
## REAR PANEL LAYOUTS



BRC-H700



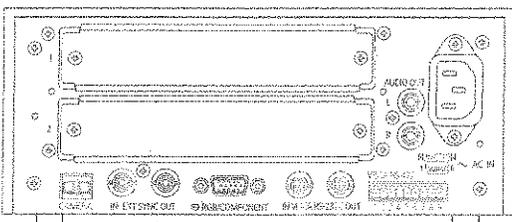
BRC-Z700



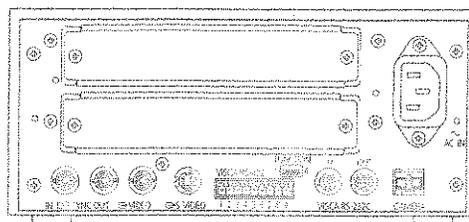
BRC-300



RM-BR300



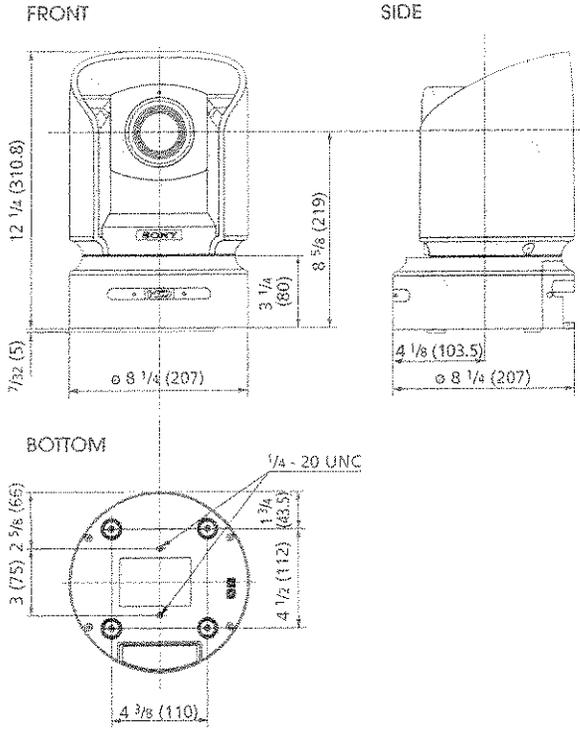
BRU-H700  
HD Optical Multiplex Unit



BRU-300  
SD Optical Multiplex Unit

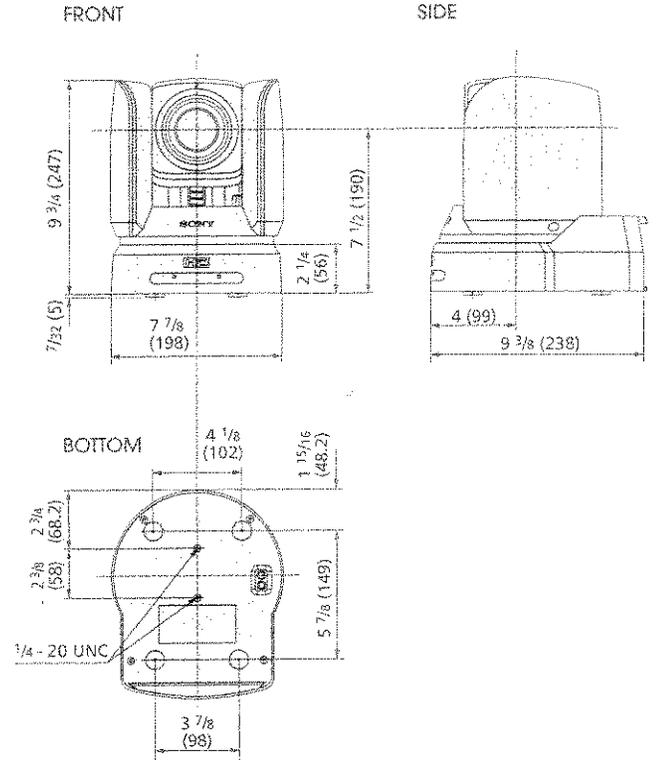
# DIMENSIONS

## BRC-H700



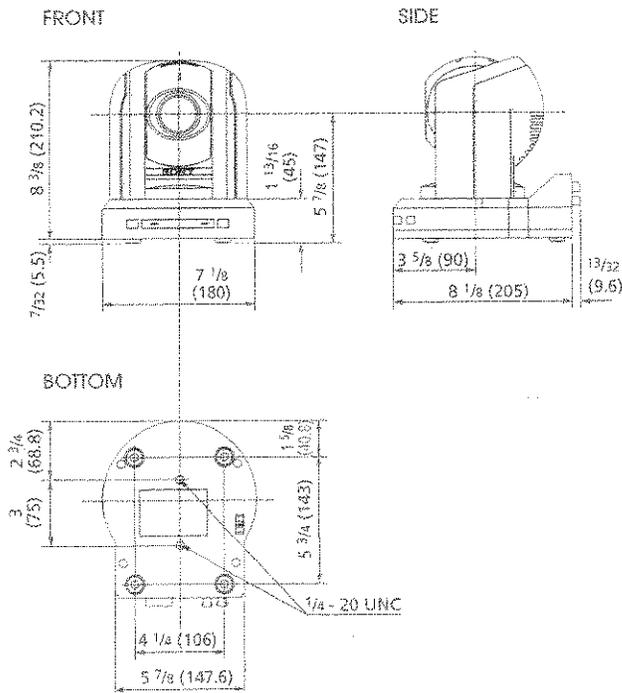
Units: inches (mm)

## BRC-Z700



Units: inches (mm)

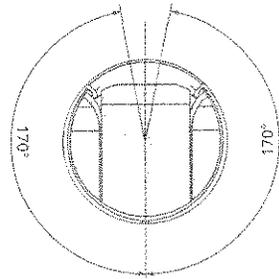
## BRC-300/BRC-300P



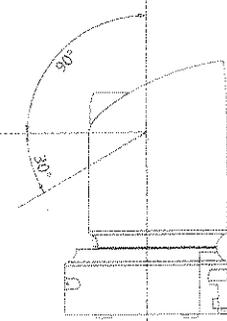
Units: inches (mm)

## BRC Series Pan/Tilt Ranges

### PAN RANGE



### TILT RANGE

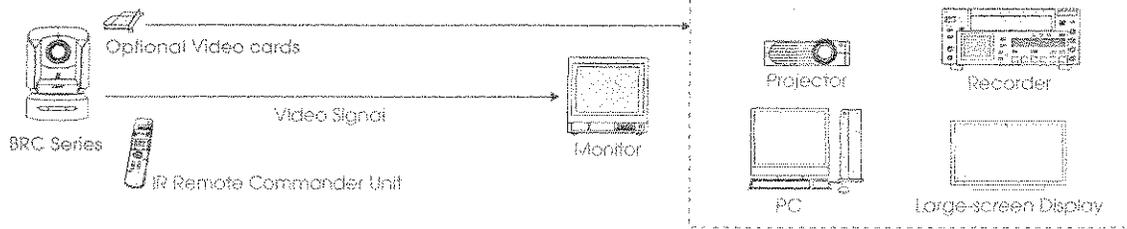


\*The BRC-H700, BRC-Z700, and BRC-300/300P all have the same Pan/Tilt Ranges.

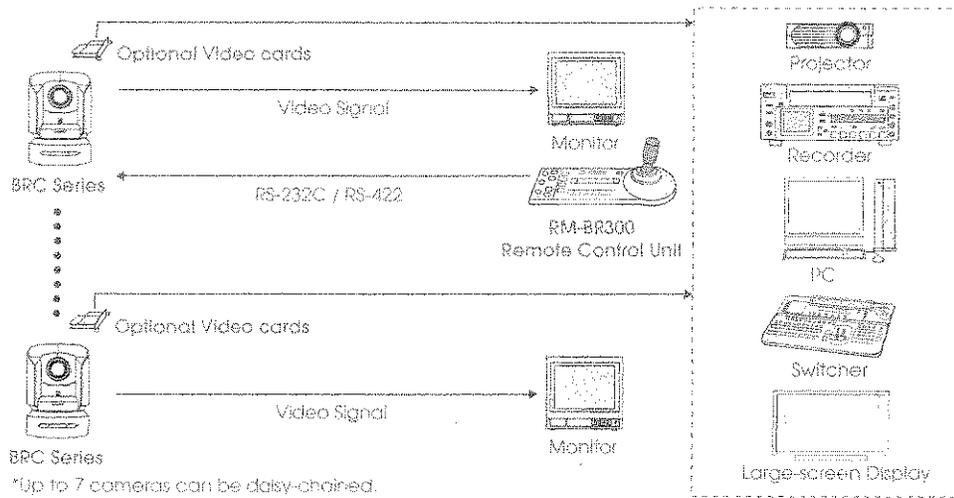
9/6-8

# SYSTEM CONFIGURATIONS

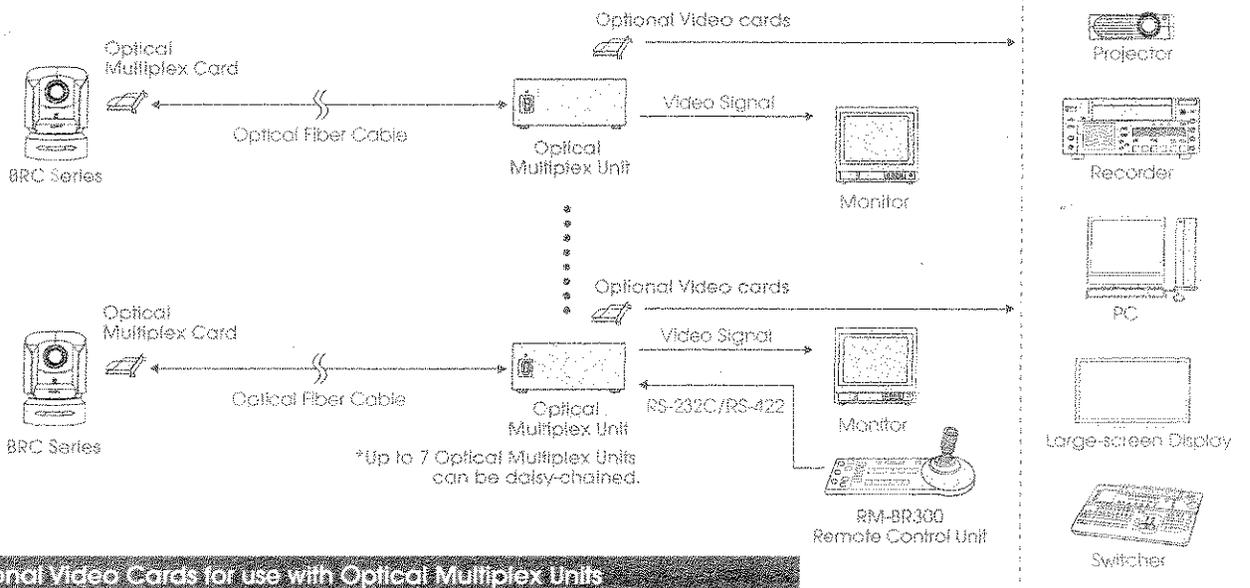
## Small Scale System



## Medium-sized System



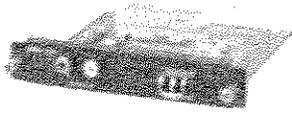
## Large Scale System



### Optional Video cards for use with Optical Multiplex Units

P/T/Z Color Video Cameras	BRC-H700	BRC-Z700	BRC-300
Optical Multiplex Cards	BRBK-H700	BRBK-MF1	BRBK-303
Optical Fiber Cables	CCFC-M100HG	CCFC-M100HG	CCFC-M100
Optical Multiplex Unit	BRU-H700	BRU-H700	BRU-300
Interface Cards	HFBK-HD1	HFBK-HD1	BRBK-301
	HFBK-SD1	HFBK-SD1	BRBK-302
	HFBK-XG1	HFBK-XG1	BRBK-304
	HFBK-TS1	HFBK-TS1	

# OPTIONAL ACCESSORIES



**BRBK-H700**  
HD Optical Multiplex Card



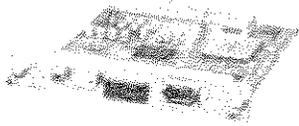
**HFBK-HD1**  
HD Interface Board



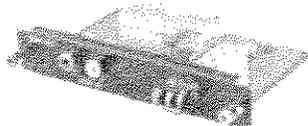
**HFBK-SD1**  
SD Interface Board



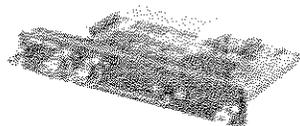
**HFBK-XG1**  
XGA Interface Board



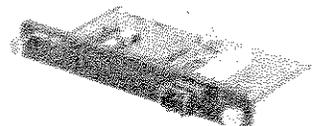
**HFBK-TS1**  
LINK (HDV) Interface Board



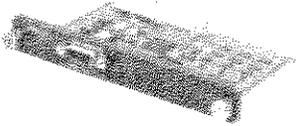
**BRBK-MF1**  
HD Optical Multiplex Card



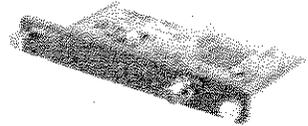
**BRBK-HSD1**  
HD/SD-SDI Output Card



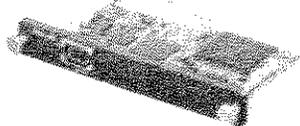
**BRBK-303**  
SD Optical Multiplex Card



**BRBK-301**  
Analog RGB Component Card



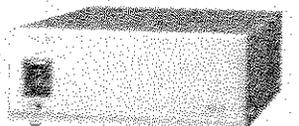
**BRBK-302**  
SDI Card



**BRBK-304**  
DV Card



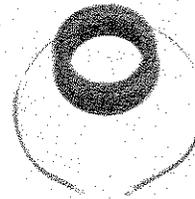
**RM-BR300**  
Remote Control Unit



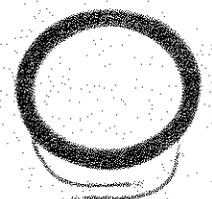
**BRU-H700**  
HD Optical Multiplex Unit



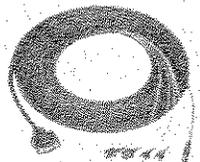
**BRU-300/BRU-300P**  
SD Optical Multiplex Unit



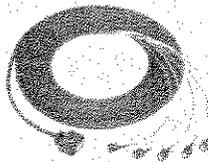
**CCFC-M100HG**  
Optical Fiber Cable  
2-core Multi-mode Optical Fiber  
Cable (100 m long), Extension  
Plug Included



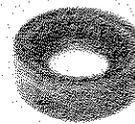
**CCFC-M100**  
Optical Fiber Cable  
2-core Multi-mode Optical Fiber  
Cable (100 m long), Extension  
Plug Included



**CCMC-9DS\***  
RGB/Component, Y/C Cable  
(9-pin D-sub)



**CCXC-9DBS\***  
RGB/Component, VBS Cable  
(9-pin D-sub)



**VCL-HG0862**  
**VCL-HG0862K\*\***  
Wide Conversion Lens



**VCL-0737W**  
Wide Conversion Lens

\*These cables are for use with the BRBK-301 or HFBK-SD1.

\*\*The lens hood supplied with the VCL-HG0862K cannot be used.

# SPECIFICATIONS

	111E (1/3")	112E (1/3")	113E (1/3")	114E (1/3")
<b>Camera</b>				
Signal systems	1080/59.94i or 1080/50i (switchable)	1080/59.94i, NTSC or 1080/50i, PAL (switchable)	NTSC	PAL
Sync systems	Internal/External			
Image device	1/3-type IT CCD x 3	1/4-type CMOS x 3	1/4-type CCD x 3	
Total picture elements	Approx. 1.12 Megapixels		Approx. 1.07 Megapixels	
Effective picture elements	Approx. 1.07 Megapixels	Approx. 1.04 Megapixels	Approx. 0.69 Megapixels	
Lens	12x optical zoom (48x with digital zoom), Carl Zeiss Vario-Sonnar T* lens	20x optical zoom (80x with digital zoom), Carl Zeiss Vario-Sonnar T* lens	12x optical zoom (48x with digital zoom)	
Focal length	f=4.5 to 54 mm (F1.6 to F2.8)	f=3.9 to 78 mm (F1.6 to F2.8)	f=3.6 to 43.2 mm (F1.6 to F2.8)	
Lens filter diameter	72 mm	62 mm	37 mm	
Minimum object distance	500 mm (Wide), 800 mm (Tele)	10 mm (Wide, Limiter Off), 500 mm (Wide, Limiter On), 800 mm (Tele)	300 mm (Wide), 800 mm (Tele)	
Horizontal viewing angle	5.5 to 60.3 degrees	3.0 to 55.2 degrees	4:3 mode: 3.3 to 37.8 degrees, 16:9 mode: 4.0 to 45.4 degrees	
Focusing system	Auto/Manual			
Pan/Tilt angle	-17.0 to +17.0 degrees (Pan), -30 to +90 degrees (Tilt)			
Pan/Tilt speed	0.25 to 60 degrees/s (Pan/Tilt)	0.25 to 60 degrees/s (Pan/Tilt)	0.25 to 60 degrees/s (Pan/Tilt)	
Minimum illumination	6 lx (50 IRE, F1.6, +18 dB)	6 lx (50 IRE, F1.6, +24 dB)	7 lx (25 IRE, F1.6, +18 dB)	
Video S/N ratio	50 dB			
Shutter speed	1/10,000 to 1/60 s or 1/10,000 to 1/50 s		1/10,000 to 1/4 s	1/10,000 to 1/3 s
Gain	Auto/Manual (0 to 18 dB and Hyper Gain)	Auto/Manual (0 to 24 dB and Hyper Gain)	Auto/Manual (-3 to 18 dB)	
White balance	Auto/Indoor/Outdoor/One-push/Manual	Auto/Indoor/Outdoor/One-push/Manual	Auto/Indoor/Outdoor/One-push/Manual	
Image stabilizer	On/Off (Optical)			
Image flip	On/Off			
HD filter	ND1/ND2/Off	-		
Preset positions	16		6	
<b>Interfaces</b>				
HD video output	D-Sub 15 pin: Component (Y/Pb/Pr) or RGB, HD, VD or SYNC			
SD video output	-	BNC: Composite, Mini DIN 4 pin: Y/C	BNC: Composite (NTSC), Mini DIN 4 pin: Y/C	BNC: Composite (PAL), Mini DIN 4 pin: Y/C
External Sync input	BNC			
Camera control	Mini DIN 8 pin: RS-232C (VISCA IN), Mini DIN 8 pin: RS-232C (VISCA OUT), Connector plug 9 pin: RS-422 (VISCA IN/OUT)			
<b>General</b>				
Operating temperature	32 to 104 °F degrees (0 to 40° C)			
Storage temperature	-4 to 140 °F degrees (-20 to 60° C)			
Power requirements	DC 10.8 to 13.2 V			
Power consumption	14ax. 24 W (without optional cards)	Max. 28.8 W (without optional cards)	Max. 21.6 W (without optional cards)	
Dimensions (W x H x D)	8 1/4 x 12 1/4 x 8 1/4 inches (207 x 310.8 x 207 mm)	7 7/8 x 9 3/4 x 9 3/8 inches (198 x 247 x 238 mm)	7 1/8 x 8 3/8 x 8 1/8 inches (180 x 210.1 x 205 mm)	
Weight	9 lb 15 oz (4.5 kg)		5 lb 8 oz (2.5 kg)	
Supplied accessories	IR Remote Commander Unit, AC power adaptor, AC power cord, RS-422 connector plug, Ceiling bracket x2, Wire rope, Screws, Operating instructions			

	111E (1/3")	112E (1/3")	113E (1/3")	114E (1/3")
<b>Interfaces</b>				
Optical fiber connector	1 C Duplex Fiber Connector			
HD video output	D-Sub 15 pin: Component (Y/Pb/Pr) or RGB, HD, VD or SYNC	-		
SD video output	-	BNC: Composite (NTSC), Mini DIN 4 pin: Y/C	BNC: Composite (PAL), Mini DIN 4 pin: Y/C	
External sync input	BNC			
External sync output	BNC			
Audio line output	Phono jack x2 (L/R)	-		
Camera control	Mini DIN 8 pin: RS-232C (VISCA IN), Mini DIN 8 pin: RS-232C (VISCA OUT), Connector plug 9 pin: RS-422 (VISCA IN/OUT)			
Optional card slots	2 slot	2 slots (When both slots are used simultaneously, the interface cards must be of two different types.)		
<b>General</b>				
Operating temperature	32 to 104 °F degrees (0 to 40° C)			
Storage temperature	-4 to 140 °F degrees (-20 to 60° C)			
Power requirements	AC 100 to 240 V (50/60 Hz)			
Power consumption	Max. 10 W (without optional cards)	Max. 9 W (without optional cards)		
Dimensions (W x H x D)	8 3/8 x 3 1/2 x 9 1/2 inches (210 x 86 x 240 mm)	8 3/8 x 3 1/2 x 8 3/8 inches (212 x 88 x 210 mm)		
Weight	5 lb 5 oz (2.4 kg)	4 lb 10 oz (2.1 kg)		
Supplied accessories	AC power cord, RS-422 connector plug, RS-232C cable (3 m), Mini DIN 8 pin, Operating instructions			

	111E (1/3")	112E (1/3")	113E (1/3")	114E (1/3")
Video output	D-Sub 15 pin: Component (Y/Pb/Pr) or RGB, HD, VD or SYNC BNC x2: HD-SDI	D-Sub 9 pin: Component (Y/Pb/Pr) or RGB, Composite or Y/C, SYNC BNC: Composite BNC: SD-SDI	D-Sub 15 pin: RGB, HD, VD (WXGA/XGA/VGA)	i.LINK 6 pin: HEV OUT (IEEE1394 S10C)
Audio line input				Phono jack x2 (L/R)

	111E (1/3")	112E (1/3")	113E (1/3")	114E (1/3")
Video output	BNC x2: HD-SDI or SD-SDI	D-Sub 9 pin: Component (Y/Pb/Pr) or RGB, Composite or Y/C, SYNC	BNC: SD-SDI	i.LINK 6 pin: DV OUT (IEEE1394 S10C)

**SONY**

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Features and specifications subject to change without notice.  
All non-metric weights and measurements are approximate.

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Name, logo and HDV logo are trademarks of Sony Electronics Inc. All other names are trademarks of their respective owners.



# City of Manchester

## Human Resources Department

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Manchester, New Hampshire 03101

Tel: (603) 624-6543  
Fax: (603) 628-6065

COPY

August 14, 2008

Mayor Frank Guinta and the Board of Aldermen  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

RE: Bright Ideas Award

To the Honorable Mayor and Board of Aldermen:

In 2003, the City adopted a Bright Ideas Program which was proposed by the employee's Quality Council. The program has a component that recognizes employees who suggest improvements to city government that impact operations in the following ways: economy, efficiency, effectiveness, and safety. Employee suggestions are submitted to an evaluation committee for review and consideration. The committee can approve suggestions for financial consideration in recognition of outstanding contributions to city government.

The Bright Ideas Evaluation Committee (Brent Lemire, Mary Makris, Kevin Buckley, Gene Mackie, Jane Gile) has determined that two Environmental Protection Division (EPD) employees should be granted awards based on an application that was submitted in January 2008, which not only has demonstrated cost savings to the city in both supplies and labor, but also improves the safety of the operations for staff within the department. The Committee used established criteria in determining the amount of the award.

Kirk Ray, Maintenance Supervisor, and Mark Foster, WWTP Mechanic, collaborated on the submission.

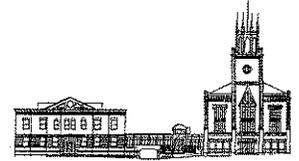
In the summer months, the WWTP has had problems with filamentous bacteria (*Nocardia*), which is harmful to the waste water treatment plant's biological process. When a *Nocardia* bloom would occur, the WWTP would chlorinate the return activated sludge (RAS) feed well, using three to six hundred gallons of chlorine over several weeks to kill off the *Nocardia* filaments. Two employees, three to five hours daily, were needed at the clarifiers to hose the structures down to break up the foam and keep it under control. The cost for chemical control was estimated at \$165 to \$335 per event (chlorine @ \$.55/gallon); the cost of labor was estimated at \$144/day notwithstanding the loss of productivity in other plant-related work. An event can be anywhere from a couple of days to a couple of months. If it is not properly addressed, it can last all summer.

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# CITY OF MANCHESTER

## Economic Development Office



September 8, 2008

Frank C. Guinta, Mayor  
Board of Mayor & Aldermen  
One City Hall Plaza  
Manchester, NH 03101

RE: October Familiarization Tour

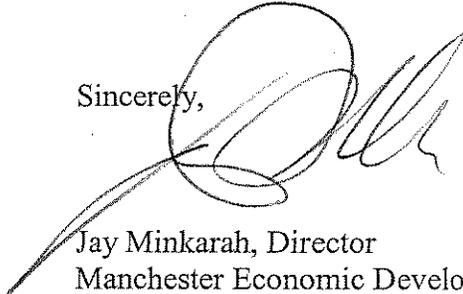
Dear Mayor Guinta and Members of the Board:

On October 29, 2008, MEDO plans to conduct a familiarization (FAM) tour for real estate consultants based primarily in the Northeast to allow them to see first hand what Manchester has to offer. The plan would be to provide a daylong tour of the City's commercial and industrial areas along with some the City's neighborhoods and more prominent cultural and recreational offerings. As is customary for such events, our guests will be provided with transportation around the city, meals and overnight accommodations at a local hotel. The tour will be capped off with a Monarchs game at the Verizon.

To cover the costs of the FAM tour, MEDO has secured two sponsors: PSNH and Grubb & Ellis Coldstream Real Estate Advisors, Inc. To enable us to move forward with this event, we respectfully request the Board's approval to accept up to \$4,000 in contributions from our sponsors and to expend those funds for the purposes described above. We also wish to express our gratitude to PSNH and Grubb & Ellis for their generous offers.

Thank you for your consideration of this request. If you have any questions or concerns, please feel free to contact me at your convenience.

Sincerely,



Jay Minkarah, Director  
Manchester Economic Development Office

cc: William Sanders, Finance



*William E. Sanders  
Finance Officer*

**CITY OF MANCHESTER**  
*Finance Department*

September 11, 2008

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

Re: Donation to Police Department

Dear Honorable Board:

The Manchester Police Department (MPD) has received a donation of \$4,315 from a donor who wishes to remain anonymous. The donation is earmarked for the purchase of two Remington 700P Sniper rifles for the MPD SWAT Team.

Please authorize acceptance of this donation and expenditure of the funds in accordance with the donor's directions.

Respectfully Submitted,

William E. Sanders  
Finance Officer

29-1

City of Manchester  
New Hampshire

*In the year Two Thousand and*

AN ORDINANCE

“Amending Chapter 33: Human Resources of the Code of Ordinances of the City of Manchester by adding a new Section 33.100 Residency Requirements thereby establishing a requirement of residency within the city of Manchester for City Officers and Department Heads.”

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

- I. Amend the Code of Ordinances by adding new language in Chapter 33 Human Resources as bolded (bold). Sections of the following chapter that remain unchanged appear in regular type.

*City Officers and Department Heads*

§ 33.100 RESIDENCY REQUIREMENTS.

- (A) The Board of Mayor and Aldermen has determined that emergency situations require that **City Officers and Department Heads as defined by the City Charter** be near to their place of employment for the public good.
- (B) All **City Officers and Department Heads as defined by the City Charter** shall reside within the boundaries of the city of Manchester within 180 days of their appointment, except as otherwise provided in this ordinance.
- (C) The provisions of this ordinance relating to residency shall not apply to **City Officers or Department Heads as defined by the City Charter** who reside outside of the City of Manchester as of the effective date of these provisions.

- II. This ordinance shall take effect upon passage.

# City of Manchester New Hampshire

*In the year Two Thousand and Eight*

## A RESOLUTION

“Amending the FY2009 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Five Thousand Dollars (\$45,000) for the FY2009 CIP 213809 Substance Abuse Treatment 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 2009 CIP as contained in the 2009 CIP budget; and

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

WHEREAS, the Board of Mayor and Aldermen desires to accept funds from the State of New Hampshire Department of Health and Human Services for continued funding of the Substance Abuse Treatment Project;

NOW, THEREFORE, be it resolved that the 2009 CIP be amended as follows:

**By adding:**

FY2009 CIP 213809 – Substance Abuse Treatment Project - \$45,000 State

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

31-1

# City of Manchester New Hampshire

*In the year Two Thousand and Eight*

## A RESOLUTION

“Amending the FY2009 Community Improvement Program, authorizing and appropriating funds in the amount of Thirteen Thousand Eight Hundred Forty Three Dollars and Sixty Cents (\$13,843.60) for the FY2009 CIP 810509 Elderly Services Information System Upgrade 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 2009 CIP as contained in the 2009 CIP budget; and

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

WHEREAS, the Board of Mayor and Aldermen desires to accept private donations raised for the support of the Senior Center to finance the cost of the purchase of hardware and software to enhance the managing and reporting capabilities of the Elderly Services Department;

NOW, THEREFORE, be it resolved that the 2009 CIP be amended as follows:

**By adding:**

FY2009 CIP 810509 – Elderly Services Information System Upgrade Project - \$13,843.60 Other

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

31-2