AGENDA

BOARD OF MAYOR AND ALDERMEN

October 7, 2008 **7:30 PM**
Mayor and all Aldermen **Aldermanic Chambers**
City Hall (3rd Floor)

1. Mayor Guinta calls the meeting of the Board of Mayor and Aldermen to order.

2. The Clerk calls the roll.

3. Update on Customer Service Month by Mayor Guinta.

4. Presentation of the Bright Ideas Award to Mark Foster and Kirk Ray, Environmental Protection Division.

5. Presentation by the Mayor's Anti-Graffiti Task Force.

CONSENT AGENDA

6. 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.

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

A. Sidewalk petitions:
   102-108 Putman Street
   554 Stark Lane
   39 Walnut Street
   337 Brunelle Avenue

Informational to be Received and Filed

B. Monthly Bulletin from the City of Manchester Health Department for September, 2008.

C. Communication from Thomas J. Brennan, Superintendent of Schools, providing information regarding critical issues facing the Manchester School District and the City of Manchester.

D. Approved minutes from the Commissioners meeting held August 26, 2008, August 2008 Financial Report, and August 2008 Ridership Report submitted by David Smith, Executive Director MTA.

REFERRALS TO COMMITTTEES

COMMITTEE ON LANDS AND BUILDINGS

E. Communication from Dick Anagnost, Chairman, Intown Manchester Board of Trustees, requesting the installation of decorative lighting on Granite Street.

REPORTS OF COMMITTEES

COMMITTEE ON ADMINISTRATION INFORMATION SYSTEMS

F. Recommending that a request made by Jennie Angell to allow Commissions to have authorization to update the city's website be approved.
(*Unanimous vote*)

G. Recommending that a request made by Frank Comeford, from St. George Cathedral, to hang a banner across Hanover Street to advertise an upcoming event from September 12th until September 14th be granted and approved.
(Unanimous vote via phone poll with the exception of Alderman Pinard and Alderman Domaingue who could not be reached)

H. Recommending that a request made by Kate Pendigrast, American Heart Association, to hang a banner across Hanover Street to advertise an upcoming event from October 13th until October 30th be granted and approved.
(Unanimous vote via phone poll with the exception of Alderman Pinard and Alderman Domaingue who could not be reached)

I. Recommending that a request made by the Manchester Marathon Association to hang a banner across Hanover Street to advertise an upcoming event from October 30th until November 7th be granted and approved.
(Unanimous vote via phone poll with the exception of Alderman Pinard and Alderman Domaingue who could not be reached)

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

7. Communication from Lillian Duval advising of her resignation as Commissioner of the Senior Services Department.
Ladies and Gentlemen, what is your pleasure?

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

9. Confirmation of nominations made by Mayor Guinta:

Arts Commission

Anthony M. Williams term to expire December 1, 2008.

Linda Seabury, as an alternate member, term to expire December 1, 2009.

Leah Belanger, as an alternate member, term to expire December 1, 2010.
Ladies and Gentlemen, what is your pleasure?

10. Communication from Pamela Goucher, Interim Planning Director, submitting the Planning Board's nomination of Elias "Skip" Ashooh as a member of the Southern New Hampshire Planning Commission, term to expire June 30, 2011. The Board also submits nominations for alternate members Robert S. MacKenzie, former Planning Director, and Kevin A. McCue, former Planning Board member, terms to expire on June 30, 2011.
Ladies and Gentlemen, what is your pleasure?

11. Communication from Mayor Guinta regarding the Recreation Enterprise Fund.
Ladies and Gentlemen, what is your pleasure?

12. Communication from Chief James A. Burkush, Fire Department, requesting the Board approve the application for Fire Inspector Mitchell Cady to attend ATF training.
Ladies and Gentlemen, what is your pleasure?

13. Communication from James A. Burkush, Fire Chief, requesting the approval of the Elliot Hospital Medical Resource Hospital Agreement.
Ladies and Gentlemen, what is your pleasure?

14. Communication from Timothy A. Peloquin, Promised Land Survey, LLC, requesting the City to execute the attached release of easements and subsequent drainage and access easements in the vicinity of The Falls at Amoskeag Condominium complex.
Ladies and Gentlemen, what is your pleasure?

15. Communication from William Sanders, Finance Officer, regarding the proposed action to replace the Lehman Brothers Swap Contract on the 2001 Variable Rate Bond Issue for the Manchester-Boston Regional Airport, if available.
Ladies and Gentlemen, what is your pleasure?

TABLED ITEMS

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

16. 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)

17. 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 Mayor Guinta. Additional communications have been provided by Pamela H. Goucher, Interim Planning Director and Leon L. LaFreniere, Building Commissioner, Forwarded to Board on September 8, 2008.
(Tabled 09/16/2008)

18. NEW BUSINESS
A. Communications
B. Aldermen

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

City of Manchester

Human Resources Department

One City Hall Plaza
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.

The employees set up a foam spray system with fire nozzles to help knock down the foam before it got to the clarifiers. Chlorine is much more effective if it is applied directly to the foam rather than the RAS.

Last July, Mark Foster and Kirk Ray designed a temporary drip system from the truck mounted hypochlorite tank (chlorine) that discharged directly into the fire hose nozzles. The drip was started on July 2 and filament cells could be seen breaking up on the 3rd with continued desegmentation on the 4th and the 5th the filaments were reduced by 80%. The chlorine drip was shut off on July 6th as the filaments had almost disappeared and other beneficial bacteria were thriving.

As a result of their design, no man hours were spent on hosing the foam as it didn't have a chance to get started since the filaments were killed in the area they breed in logarithmic fashion. The total chlorine dripped directly onto the foam during this three and a half day period was 85 gallons at a cost of $46.75. The design further reduced employee exposure to safety hazards as the time handling the hypochlorite decreased significantly.

In order to quantify the savings, a 30 day event illustration was used.

Labor:	$144/day X 30 days = $4320
Chlorine:	$165/day X 30 days = $4950
	Total = $9270

The above illustration does not reflect increased productivity due to the non-use of man hours, nor does it calculate savings related to more than one event or cost avoidance in future years.

The suggestion has been implemented as the EPD's standard operating procedure to address the Nocardia filamentous bacteria, and was approved by then Highway Director, Frank Thomas and Fred McNeill, Chief Sanitary Engineer.

The Bright Ideas Evaluation Committee recommends the Mayor and Board of Aldermen approve an award of $3500 to Mark Foster and an award of $3500 to Kirk Ray. Should the Mayor and Board of Aldermen approve the recommendation, funding of the award will be paid by the WWTP Enterprise Funds.

Respectfully submitted,

Jane E. Gile, SPHR
Human Resources Director

cc: Kevin Sheppard
Bill Sanders
Fred McNeill
Bright Ideas Committee

TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED
SEP 22 2008
CITY CLERK'S OFFICE

I/we, CHARLES A. DUSSEAULT
FRANCES L. DUSSEAULT
45 LYNCHVILLE PK RD.
GOFFSTOWN, NH 03045
Name(s) the

owner(s) of the real estate abutting upon 102-108 Putnam St.
Street Address

Manchester, NH 03102

Description (including footage):
Length 81 ft on Putnam & Width 10 ft 4 inches Dubuque St 31 ft long and on the width 10 ft.

desire that:

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

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

Signed: Charles A Dusseault
Owner

Frances L Dusseault
Owner

45 Lynchville PK Rd Goffstown, NH 03045
Mailing Address

Phone #: 603-623-7893 Date: Sept 19, 2008

TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED
MANCHESTER CITY CLERK
'08 SEP 23 A11:47

I/we, Alan R & Marie M. Arsenault, the
Name(s)

owner(s) of the real estate abutting upon 534 Stark Ln
Street Address

Manchester, NH 0310

Description (including footage): Approx 190' of curbing along Stark Ln

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: Alan R Arsenault
Owner

Owner

Mailing Address

Phone #: 668-9247 Date: 22 Sep 08

A-2

TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED
MANCHESTER CITY CLERK
'08 SEP -9 P3:22

I/we, Mathew Laquidice (Name(s)), the owner(s) of the real estate abutting upon 39 Walnut St. (Street Address)

Manchester, NH 0310

Description (including footage): I would like a curb of aprox. 60 feet installed, also a side walk of about 70 feet. at the Front of the building at 39 Walnut St. Manchester

desire that:

- [x] A sidewalk be constructed along said frontage
- [ ] A sidewalk be reconstructed along said frontage
- [x] 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: _____
Owner

_____
Owner

452 Pine St. Manchester, N.H. 03103
Mailing Address

Phone #: 1-603-623-8988 Date: 9-9-08

A-3

TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED
MANCHESTER CITY CLERK
2008 SEP 25 P12:28

I/we, SHARON DESROCHERS / MICHAEL MACIOLEK, the
Name(s)

owner(s) of the real estate abutting upon 337 BRUNELLE AVE
Street Address

Manchester, NH 0310

Description (including footage): Reconstruct a sidewalk along the right front footage of the property (approx. 41'x6'). The reconstructed sidwalk shall match the existing sidwalk location on the left side of the property to include being the same height & style with a formed asphalt curbing. The contractor shall also include buildups of an access walkway to the building in order to match the height of the reconstructed sidewalk to allow rain water to run away from front stairway.

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: Sharon L Desrochers
Owner

Michael Maciolek
Owner

337 BRUNELLE AVE, MANCHESTER, NH 03103
Mailing Address

Phone #: (603) 669-2210 Date: 9/23/2008

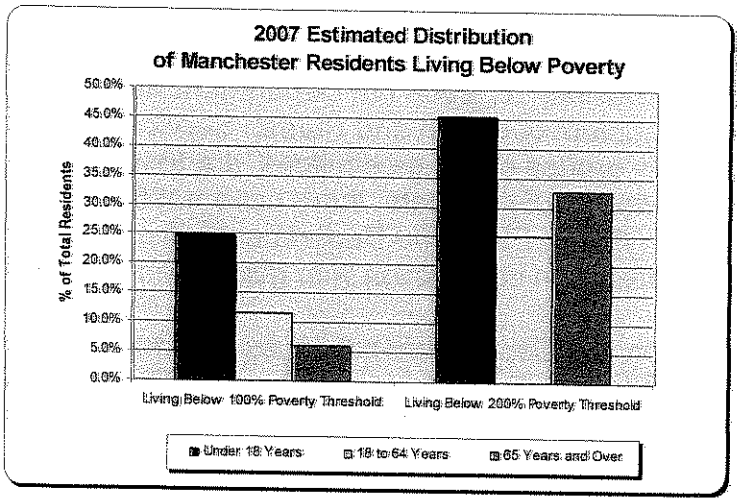
A-4

CITY OF MANCHESTER HEALTH DEPARTMENT
MONTHLY BULLETIN – SEPTEMBER 2008

Public Health
Prevent. Promote. Protect.

Chronic Disease Prevention & Neighborhood Health Division

Household Income and the Health Of the City of Manchester



The health status of any community is strongly correlated with the income of its population. Based on newly released 2007 estimates from the U.S. Census Bureau, over 32,500 Manchester residents are living within some level of poverty (as defined by the 200% threshold or $42,054 total annual household income for a family of four).

Over the past several years, Manchester has witnessed both an increase in poverty levels among the population and variations in access to care by neighborhoods. In addition, disparities in income and education levels are associated with differences in the occurrence of illness and death, including heart disease, diabetes, obesity, elevated blood lead level, and low birth weight. Higher incomes permit increased access to medical care, enable people to afford better housing and live in safer neighborhoods, and increase the opportunity to engage in health-promoting behaviors (Healthy People 2010 Objectives).

Of even greater concern is the fact that over 45% of Manchester's children under the age of 18 years are now estimated to be living below the 200% poverty threshold and one in four are estimated to be living below 100% of poverty (or $21,027 annual household income for a family of four). As of school year 2007-2008, 36.3% of Manchester's school children were receiving free/reduced meals, a measure highly correlated with poverty and with barriers to access to medical care. These socio-demographic indicators suggest that this places children at risk for poorer health outcomes and may have implications for their health later in adulthood.

Community Health Division

DTaP-IPV/Hib Vaccine Approved for Infants and Toddlers

On June 20, 2008, the Food and Drug Administration licensed a combination vaccine, which includes diphtheria/tetanus toxoid, acellular pertussis, inactivated poliovirus (IPV) and Haemophilus influenzae type b conjugate vaccine. Known as Pentacel, the new vaccine is for use as a four-dose series for infants and children at 2,4, 6 and 15-18 months of age. Having been licensed and used in Canada for a decade, Pentacel has a good record of effectiveness and safety. The use of combination vaccines can decrease the number of injections required to complete the immunization schedule and can improve vaccine coverage rates among young children. For more information, please contact the Community Health Division at 624-6466.

MISSION STATEMENT

To improve the health of individuals, families, and the community through disease prevention, health promotion, and protection from environmental threats.

Environmental Health & Public Health Preparedness Division

Arboviral Surveillance Activities (Mosquito trapping and Testing)
During the summer months, the Manchester Health Department conducts routine mosquito trapping and testing, also known arboviral surveillance. The Department traps at 3 consistent locations distributed throughout the city in an effort to identify mosquitoes that may be carrying West Nile Virus (WNV) or Eastern Equine Encephalitis (EEE).

As of September 10, 2008 the Department has submitted over 23,000 mosquitoes for testing at the NH Department of Health and Human Services, Public Health Laboratory. There, the mosquito "pools", or groups of like mosquitoes, are tested for West Nile Virus (WNV) and Eastern Equine Encephalitis (EEE). To date, there have not been any mosquitoes in Manchester identified as carrying WNV or EEE. The Department will continue its testing until the region experiences a "killing frost" or freeze in conjunction with guidance from NH DHHS.

In addition, the Department continues its educational outreach by posting signage at all public parks, schools and athletic fields across the city. The Department also investigates and enforces the City Ordinance which prohibits artificial breeding sites for mosquitoes such as unmaintained swimming pools and tire dumps. If you have a concern regarding WNV or EEE, please call 624-6466 x325.

School Health Division

Certified School Nurses
While schools were closed during the summer months, four members of the school health staff prepared for the National Certification in School Nursing Examination. This examination represents the formal credentialing process of recognizing the specialized skills, knowledge, and experience required for the practice of school nursing. Carol Guinta, RN (West High School), Lisa Hunter, RN (Weston Elementary School), Mary Johnson, RN (Hallsville Elementary School), and Nancy Wells, RN (Supervisor of School Health) were successful in passing National Certification in School Nursing Examination. The School Health Division now has seven nurses certified in this specialty area of nursing.

Monthly Spotlight

Health Department Welcomes Dr. Laurie Forlano
The Manchester Health Department is pleased to announce that Laurie Forlano, DO, MPH has joined the staff as Medical Director. Dr. Forlano is a graduate of the Philadelphia College of Osteopathic Medicine and completed two years of clinical training in Family Medicine in the Jefferson Health System of Philadelphia and the University of Vermont. In addition, she completed a residency in Preventive Medicine/Public Health Practice at the University of Massachusetts, where she also attained her Masters in Public Health (MPH) degree. Dr. Forlano has previously worked in local, state, and federal health departments in chronic disease programming, prevention planning, and public health preparedness. She brings a passion for prevention combined with a clinical perspective, and is committed to promoting health, preventing disease, and improving the health of the city of Manchester and its surrounding communities.

MANCHESTER SCHOOL DISTRICT
SCHOOL ADMINISTRATIVE UNIT NO. 37
286 Commercial Street, Manchester, NH 03101
Telephone: 603.624.6300 • Fax: 603.624.6337

RECEIVED
SEP 29 2008
CITY CLERK'S OFFICE

Karen G. Burkush
Assistant Superintendent

Thomas J. Brennan, Jr., Ed.D.
Superintendent of Schools

Karen DeFrancis
Business Administrator

8 September 2008

To the Members of the Aldermanic Board:

In keeping with my intention to provide you with timely and appropriate information regarding critical issues facing the Manchester School District and the City of Manchester, I submit the following correspondence to ensure that you are aware of the current status of the District's search for property and to establish greater communication between the Manchester School District and the Aldermanic Board.

As you may know, the Manchester School District must find a new location for the Selma Deitch Early Learning Program and Wilson School Kindergarten classes housed at Easter Seals by the end of the 2008-09 school year. In addition, the District is attempting to relocate its warehouse and the School Administrative Unit (SAU) office. To meet this need, the District has been visiting properties throughout the City that could adequately accommodate the space requirements stated above over the past several months.

The District has narrowed its search and is in the process of addressing the legal and financial considerations for securing the necessary property. To that end, the District has had a preliminary meeting with representatives from the current property owner and from the appropriate City Departments (Facilities, Solicitor, and Finance) to discuss the various options relative to purchase of the property. Once the property has been identified and the fiscal impact is determined, it is the District's intention to bring forward a formal proposal for your review and will be seeking your support in allocating the funds necessary to secure the property.

I look forward to discussing this topic with you in the near future.

Respectfully,

Thomas J. Brennan Jr.

Thomas J. Brennan, Ed.D
Superintendent of Schools
Manchester School District

Cc: Board of School Committee

C-1

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

MANCHESTER TRANSIT AUTHORITY

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

DAVID SMITH
EXECUTIVE DIRECTOR

October 1, 2008

RECEIVED
OCT 01 2008
CITY CLERK'S OFFICE

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, September 30, 2008. Enclosed are the approved Minutes of the August 26, 2008 Commission Meeting, August 2008 Financial Report, and August 2008 Ridership Report.

The next scheduled Commission Meeting will be Tuesday, October 28, 2008 at 5:00 PM.

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

Very truly yours,

David Smith
Executive Director

DS:cr

Enclosures

D-1

MANCHESTER TRANSIT AUTHORITY

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

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

DAVID SMITH
EXECUTIVE DIRECTOR

Manchester Transit Authority

August 26, 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
Evan Rosset 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 5:07 PM.

   b. SMITH introduced David Laferriere who was hired as the MTA's Safety Supervisor. All Commissioners welcomed Mr. Laferriere.

   c. **Approve Minutes of July 29, 2008 Commission Meeting.** NAGLE made a motion to approve Minutes of the July 29, 2008 Commission Meeting. Seconded by DESELLE. All Commissioners in favor.

MANAGEMENT REPORTS

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

   Transit Operation: CANTWELL reported revenues were $10,485 (2.92%) more than budget. Farebox, tickets, and shuttle revenues were $13,339 (44.17%) more than budget. Farebox income averaged $1,095 per day, reflective of the fare

and ridership increases. The variances this month for revenue were sale of fuel to the City by $5,350, advertising revenue from ATA, and $2,400 for storage of the Homeland Security van for the Health Department. Expenses were $24,050 (6.25%) more than budget. Significant variances for the month; labor $6,700 and fringe benefits $11,000, which included the final payout of sick time under the retirement provisions for the retiring Street Supervisor and mechanic. He explained variances during the summer are hard to predict because mechanics go back and forth between transit and school and the office staff takes vacation. The comparisons will fall into line as the year progresses.

School Operation: CANTWELL reported revenues were $2,615 (1.29%) more than budget. Expenses were $5,019 (1.29%) less than budget. There were no substantial variances this month.

There was discussion about the 5 cent per gallon fuel administration fee charged to City departments. TRISCIANI wants to make sure that fee covers our expenses and requested CANTWELL generate a report for the next meeting. CANTWELL explained it looks like transit wages are high for the month because driver sick time is down $5,000.

The Accounts Receivable was reviewed. TRISCIANI requested CANTWELL get Barbara Gagne, School District, involved with the $1,600 in overdue invoices from Hillside Junior High.

All Commissioners in favor of approving July 2008 Financial Report.

b. **Operations Reports for July 2008.**

Transit-School Report: ROSSET explained we need 70 school bus operators to meet pullout times. We have 72 licensed school bus operators and 12 in training.

D-3

SMITH stated the process to get licensed through the State is cumbersome; some of the trainees started their training on July 2nd. ROSSET said the School District is looking into the possibility of implementing a system that will allow fewer Approved Private School (APS) school buses. WHITTEN added they are looking at providing mixed populations and explained we have an APS bus that services a certain part of the City for the elementary grades, and then a middle school bus that goes to the same area. They are looking at using only one bus to pick up both grade levels.

SMITH explained he interviewed 9 in-house applicants for the Safety Supervisor position. He conferred with ROSSET and they decided to look outside and chose David Laferriere who has retired from the Manchester Police Department to fill that position. Mr. Laferriere is going to be a valuable part of street supervision with his experience.

Transit-School Statistics Ridership Report: WHITTEN reported the #6 Bremer Street bus shows a 75% increase and the #13 Bedford bus a 2% decrease for the year. The reason for this is that these two buses left Veterans Park at the same time and the #13 Bedford was the first bus to head out so everyone would go on that bus. Since December 2007, these two buses leave at different times so there is a huge increase on the #6 Bremer bus, but it comes as an expense to the #13 Bedford. Stop & Shop's shuttle ridership is up 200% because there are no Tuesday/Thursday shopper shuttles and Stop & Shop picked up that ridership on Wednesday.

For the month of July weekday ridership is up 18% and StepSaver ridership is down 10%. WILLIAMS asked if WHITTEN knew why the decrease in

StepSaver ridership. He doesn't know why the decrease but will monitor StepSaver ridership. WHITTEN reported total transit passengers served were 42,347. If we can keep ridership at 42,000 per month that will put us over serving one half million passengers this fiscal year. Passengers per revenue mile are 11.67. Paratransit is 1.45 passengers per revenue hour, down, but passengers per revenue miles have remained the same even though we are carrying 100 fewer people. WILLIAMS wondered if they are taking the fixed route. WHITTEN replied they have been trying to get people off StepSaver and onto fixed routes.

Maintenance Report: BEAUREGARD reported 14 transit inspections were scheduled with 15 completed, 2 E&H inspections were scheduled with 5 completed, and 1 school inspection was scheduled with 6 completed. They had 11 hours of overtime because 1 mechanic was out on leave. They did 8 repair orders on City vehicles. There was 1 transit road call during the month. ESCALERA asked if the buses are ready for the start up of school. BEAUREGARD replied he has 10 buses left to inspect. SMITH said 4 school buses will be delivered in November and we will trade the used buses rather than hold for auction.

NEW BUSINESS

3. a. **RFP for Legal Services.** SMITH stated he received notice that Attorney Scott Ellison is leaving Devine Millimet and going to Cook, Little, Rosenblatt, and Manson and requested we move our contract business with him. SMITH said if we do this we would be splitting our business because labor would stay with Devine Millimet and contracts would go with Attorney Ellison. SMITH does not think it is a good idea to split the business. He explained Devine Millimet was

D-5

awarded the RFP in 2001 and Federal guidelines limit service contracts to no longer than 10 years. SMITH recommended staying with Devine Millimet until 2011 then go out for bid. All Commissioners agreed.

b. **Ratify Telephone Poll to Repair Storm Drain.** WILLIAMS made a motion to award A. J. Roy Excavating the proposal to provide labor and material to repair the sink hole in the parking lot for a total cost of $5,600. Seconded by NAGLE. SMITH said they called 3 contractors and only A. J. Roy Excavating submitted a proposal. The Manchester Highway Department felt it was a good price. This work has to be done before school starts. All Commissioners in favor.

c. **WZID Proposed Advertising Trade for Radio Van Parking.** SMITH explained the WZID remote radio van has been parking on our property for many years. The reason they received free parking is because they provided free space for our antenna on their radio tower. We tied into the radio system several years ago with the City and allowed the van to remain in the garage because they were our largest advertiser. These past years they have cut back advertising significantly and are no longer our largest advertiser. We have been offered revenue from the Health Department to park the Homeland Security van and SMITH asked WZID if they would remove their van for lack of space. They have been looking for another site and cannot find a secure place and want to work out a trade for advertising. They offered to give us $5,000 per year in advertising in return for continuing to be allowed to park their van in the garage. SMITH said Federal guidelines allow us to use the space for non governmental purposes if it is incidental to our transit service and if you get revenue for it. WZID's revenue would be free advertising. There was discussion about liability for their van.

D-6

BEAUREGARD said that in the winter there have been times that they park the van and don't shut the garage door. The Board's consensus is that the advertising revenue is not worth keeping the radio van parked here. NAGLE made a motion to remove the WZID radio van from the premises and not to accept their proposal for radio time. Seconded by ESCALERA. All Commissioners in favor.

d. **Cost Allocation Plan for FY 2009.** CANTWELL said that because we run transit and school operations, we need a cost allocation plan to make sure we charge each division fairly for their share of costs. From last year the percentages changed from 1 to 2 percentage points. SMITH explained the percentages don't change much from year-to-year, but because we receive Federal Funds it is necessary to segregate our costs. This is a Federal requirement and must be reviewed each year. ESCALERA made a motion to approve the FY 2009 Cost Allocation Plan. Seconded by NAGLE. All Commissioners in favor.

e. **SNHPC's Annual Meeting.** SNHPC is holding their 42nd Annual Meeting on September 12, 2008. Guest Speaker will be NHDES Commissioner Thomas Burack. All Commissioners are invited to attend.

OLD BUSINESS

4. a. **Manchester Transportation Center.** SMITH explained the Mayor called for a Transportation Summit and the purpose was to deal with the issue of Concord Coach leaving the City. His staff added rail service and other topics for discussion. The Mayor did come to some agreement with Boston Express and announced at a press conference that they are planning to keep 6 trips; good for some commuters but not all of them. We need to determine the intentions of the Mayor and the operator on whether they expect to keep the terminal open. He

D-1

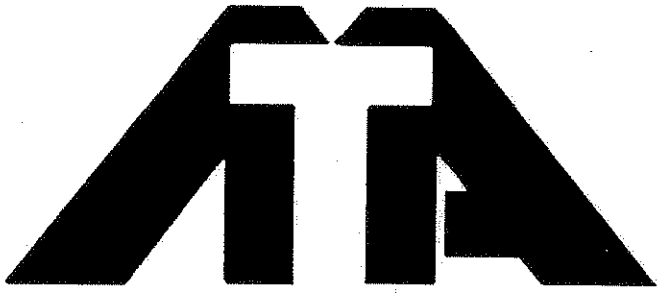
will make an appointment with the Mayor. TRISCIANI said Concord Coach is going to be out the end of November and if the Mayor wants it to stay open the City would have to fund our staffing, heating, utilities, snow removal, etc. SMITH will keep the Board informed throughout the month. WHITTEN received the survey information from SNHPC today and will compile the information.

OTHER BUSINESS

5. a. **Date for Next Meeting.** Tuesday, September 30, 2008.

With no further business to come before the Board, NAGLE made a motion to adjourn the meeting at 6:35 PM. Seconded by WILLIAMS. All Commissioners in favor.

D-8



Transit

August 2008

D-9

Manchester Transit Authority
Income Statement Transit
For the Two Months Ending August 31, 2008

	Current	Budget	YTD	YTD Budget	YTD Net Change
Farebox Revenue					
Farebox Revenue	$27,885.16	$19,500.00	$53,718.52	$39,000.00	$14,718.52
Adult Fares	3,289.00	2,200.00	8,226.00	4,400.00	3,826.00
Adult Monthly Fares	4,945.00	2,600.00	10,756.00	5,200.00	5,556.00
Senior Citizens Fares	1,284.00	800.00	3,722.50	1,600.00	2,122.50
Senior Citizen Monthly Fare	2,795.00	850.00	3,270.57	1,700.00	1,570.57
Disabled Rider Fare	2,032.71	1,900.00	3,999.46	3,800.00	199.46
Student Fares	216.00	850.00	1,393.00	1,700.00	(307.00)
Total Farebox and Tickets	**42,446.87**	**28,700.00**	**85,086.05**	**57,400.00**	**27,686.05**
Shuttle and Excursions					
Shopping Shuttle	975.00	1,500.00	1,875.00	3,000.00	(1,125.00)
Total Shuttle and Excursions	**975.00**	**1,500.00**	**1,875.00**	**3,000.00**	**(1,125.00)**
Other Revenue					
Sale of Fuel to City Departments	32,001.00	35,000.00	72,361.68	70,000.00	2,361.68
Sale of Maintenance Service to City	464.77	1,800.00	2,995.18	3,600.00	(604.82)
Advertising Revenue-Bus	4,822.68	7,000.00	12,866.21	14,000.00	(1,133.79)
Sale of Scrap Materials	100.00		100.00		100.00
Interest Income	541.55	650.00	720.59	1,300.00	(579.41)
Photo Picture ID Revenue	10.00	20.00	20.00	40.00	(20.00)
Other Non-Tranp. Revenue	99.13	25.00	99.13	50.00	49.13
Total Other Revenue	**38,039.13**	**44,495.00**	**89,162.79**	**88,990.00**	**172.79**
Total Operational Income	**81,461.00**	**74,695.00**	**176,123.84**	**149,390.00**	**26,733.84**
Operating Assistance					
City of Manchester	90,000.00	106,513.00	182,400.00	213,026.00	(30,626.00)
Town of Bedford	3,600.00	3,600.00	7,200.00	7,200.00	
State of New Hampshire			33,000.00	30,000.00	3,000.00
Federal Operating Subsidy	116,954.00	143,000.00	263,084.00	287,500.00	(24,416.00)
Total Operating Assistance	**210,554.00**	**253,113.00**	**485,684.00**	**537,726.00**	**(52,042.00)**
Total Revenue	**292,015.00**	**327,808.00**	**661,807.84**	**687,116.00**	**(25,308.16)**
Expenses					
Labor					
Transit Operator Wages	69,226.30	67,596.00	140,234.82	135,139.00	5,095.82
Transit Operator Overtime Wages	7,250.12	7,306.00	13,380.09	14,635.00	(1,254.91)
StepSaver Operator Wages	14,678.82	13,292.00	29,413.46	26,895.00	2,518.46
StepSaver Operator Overtime Wages	5,304.54	1,827.00	8,929.40	3,659.00	5,270.40
Mechanic Wages	12,529.67	12,513.00	25,034.84	25,622.00	(587.16)
Mechanic Overtime Wages	227.11		517.84		517.84
Transp. Admin Wages	12,768.90	10,886.00	26,019.08	22,291.00	3,728.08
Transp. Admin Overtime Wages		189.00	241.97	378.00	(136.03)
Maint. Admin Wages	3,618.37	3,955.00	7,567.54	8,098.00	(530.46)
General Admin Wages	7,415.41	7,361.00	15,338.32	15,072.00	266.32
Gen. Admin Overtime Wages		57.00		114.00	(114.00)
Total Labor	**133,019.24**	**124,982.00**	**266,677.36**	**251,903.00**	**14,774.36**
Fringe Benefits					

Manchester Transit Authority
Income Statement Transit
For the Two Months Ending August 31, 2008

	Current	Budget	YTD	YTD Budget	YTD Net Change
Health Insurance Expense	$37,351.41	$55,372.00	$81,950.65	$113,144.00	($31,193.35)
Dental Insurance Expense	1,718.57	1,507.00	3,269.71	3,014.00	255.71
Life Insurance Expense	651.80	733.00	1,309.20	1,466.00	(156.80)
Pension Expense	6,976.00	6,933.00	14,208.00	13,866.00	342.00
FICA Expense	10,962.37	12,268.00	27,551.55	24,879.00	2,672.55
Worker's Compensation	3,952.00	4,978.00	7,898.60	10,096.00	(2,197.40)
Unemployment Compensation	517.00	527.00	1,034.00	1,054.00	(20.00)
Transit Operator Vacation Wages	6,091.99	5,542.00	12,682.06	11,084.00	1,598.06
Transit Operator Holiday Wages	2,360.28	5,425.00	7,540.28	10,850.00	(3,309.72)
Transit Operator Sick Wages	2,835.04	4,340.00	4,191.30	8,680.00	(4,488.70)
Mechanic Vacation Wages	2,534.00	1,307.00	8,276.60	2,614.00	5,662.60
Mechanic Holiday Wages	899.63	1,479.00	2,368.11	2,958.00	(589.89)
Mechanic Sick Wages	(10,348.56)	99.00	(2,871.55)	198.00	(3,069.55)
Transp. Admin Vacation Wages	493.11	1,311.00	1,513.81	2,622.00	(1,108.19)
Transp. Admin Holiday Wages	1,550.48	1,442.00	3,382.94	2,884.00	498.94
Transp. Admin Sick Wages	(7,928.68)	483.00	588.02	966.00	(377.98)
Maint. Admin Vacation Wages	813.64	860.00	1,503.03	1,720.00	(216.97)
Maint. Admin Holiday Wages	299.85	585.00	870.91	1,170.00	(299.09)
Maint. Admin Sick Wages	955.52	103.00	955.52	206.00	749.52
Gen Admin. Vacation Wages	1,720.28	865.00	1,948.82	1,730.00	218.82
Gen. Admin Holiday Wages	1,282.12	884.00	2,145.34	1,768.00	377.34
Gen. Admin Sick Wages		156.00		312.00	(312.00)
Transit Uniform Allowance	496.86	825.00	980.49	1,650.00	(669.51)
Maintenance Uniform Allowance	607.84	448.00	1,259.59	1,963.00	(703.41)
Tool Allowance	44.77	100.00	544.77	200.00	344.77
License Reimbursement	160.00	63.00	400.00	126.00	274.00
Burden Adjustment	(12,518.35)	(14,549.00)	(22,012.96)	(29,098.00)	7,085.04
Total Fringe Benefits	**54,478.97**	**94,086.00**	**163,488.79**	**192,122.00**	**(28,633.21)**
Services					
Management Consultant	12,307.00	13,189.00	25,923.87	26,378.00	(454.13)
Commissioner Expense	37.50		537.50	500.00	37.50
Legal Expense	14.00	667.00	1,010.16	1,334.00	(323.84)
Service Bureau	592.04	697.00	7,348.88	1,394.00	5,954.88
Security Service	67.16	83.00	154.60	166.00	(11.40)
Outside Advertising	67.39	667.00	192.19	1,334.00	(1,141.81)
Driver and Criminal Record			340.00		340.00
Drug & Alcohol Testing	45.00	583.00	45.00	1,166.00	(1,121.00)
Pre-Employment Medical	53.10	125.00	53.10	250.00	(196.90)
Janitorial Service and Supplies	859.31	667.00	1,412.06	1,334.00	78.06
Bank Service Charges	522.81	650.00	1,023.46	1,300.00	(276.54)
Total Services	**14,565.31**	**17,328.00**	**38,040.82**	**35,156.00**	**2,884.82**
Materials and Supplies					
Fuel Operations	26,265.25	26,377.00	54,222.23	53,126.00	1,096.23
Sale of Fuel to City Departments	31,315.53	34,375.00	67,044.63	68,750.00	(1,705.37)
Maintenance Parts	3,112.49	10,153.00	9,389.46	20,421.00	(11,031.54)
Purchase Discounts	(70.71)	(250.00)	(146.83)	(500.00)	353.17
Tires Expense	1,619.74	1,127.00	2,481.27	2,270.00	211.27
Oil and Grease	451.62	379.00	823.12	763.00	60.12
Maintenance Supplies	930.07	863.00	2,376.39	1,720.00	656.39
Body Shop Supplies	840.07	560.00	1,452.57	1,120.00	332.57
Hazardous Materials		93.00		186.00	(186.00)
Outside Parts and Labor	50.00	83.00	100.00	166.00	(66.00)
Repairs-Inner City Terminal		167.00		334.00	(334.00)

Manchester Transit Authority
Income Statement Transit
For the Two Months Ending August 31, 2008

	Current	Budget	YTD	YTD Budget	YTD Net Change
Repairs-Building and Grounds	$4,035.69	$917.00	$6,534.45	$1,834.00	$4,700.45
Repairs-Shop Equipment		187.00		374.00	(374.00)
Repairs-Radio Equipment		42.00		84.00	(84.00)
Repairs-Office Equipment	303.01	360.00	697.47	720.00	(22.53)
Office Supplies	755.08	900.00	1,284.48	1,800.00	(515.52)
Transit Schedules and Tickets	87.80	583.00	780.80	1,166.00	(385.20)
Total Materials and Supplies	**69,695.64**	**76,916.00**	**147,040.04**	**154,334.00**	**(7,293.96)**
Utilities					
Electricity	1,696.79	1,833.00	3,369.55	3,666.00	(296.45)
Natural Gas	56.87	50.00	108.81	100.00	8.81
Telephone	533.63	779.00	1,066.18	1,558.00	(491.82)
Water	145.55	183.00	298.15	366.00	(67.85)
Total Utilities	**2,432.84**	**2,845.00**	**4,842.69**	**5,690.00**	**(847.31)**
Insurance					
Public Liability Insurance	11,871.00	12,281.00	23,745.00	24,562.00	(817.00)
Other Liability	859.00	974.00	1,722.64	1,948.00	(225.36)
Total Insurance	**12,730.00**	**13,255.00**	**25,467.64**	**26,510.00**	**(1,042.36)**
Other Expenses					
Dues and Memberships	40.00	125.00	40.00	250.00	(210.00)
Training and Meetings	212.55	292.00	305.34	584.00	(278.66)
Grievance Expense		38.00		76.00	(76.00)
Depreciation	50,000.00	47,920.00	100,000.00	95,840.00	4,160.00
Total Other Expenses	**50,252.55**	**48,375.00**	**100,345.34**	**96,750.00**	**3,595.34**
Total Expenses	**337,174.55**	**377,787.00**	**745,902.68**	**762,465.00**	**(16,562.32)**
Net Income (Loss)	**(45,159.55)**	**(49,979.00)**	**(84,094.84)**	**(75,349.00)**	**(8,745.84)**

MANCHESTER
TRANSIT AUTHORITY

School

August 2008

D-13

Manchester Transit Authority
Income Statement School
For the Two Months Ending August 31, 2008

	Current	Budget	YTD	YTD Budget	YTD Net Change
Student Transportation					
Pupil Contract	$193,920.09	$174,666.00	$371,752.18	$349,332.00	$22,420.18
Manchester Skill Center	10,557.75	9,385.00	21,115.50	18,770.00	2,345.50
Special Needs	12,066.00	9,653.00	24,132.00	24,129.00	3.00
Total Student Transportation	**216,543.84**	**193,704.00**	**416,999.68**	**392,231.00**	**24,768.68**
School Charter					
Student Athletics	1,189.45	2,000.00	1,510.05	2,000.00	(489.95)
Student Fieldtrips	3,472.85	2,000.00	6,735.65	5,500.00	1,235.65
Total School Charters	**4,662.30**	**4,000.00**	**8,245.70**	**7,500.00**	**745.70**
Other Revenue					
Interest Income		100.00	42.20	200.00	(157.80)
Other Non-Tranp. Revenue	601.00		1,261.49		1,261.49
Total Other Revenue	**601.00**	**100.00**	**1,303.69**	**200.00**	**1,103.69**
Total Operational Income	**221,807.14**	**197,804.00**	**426,549.07**	**399,931.00**	**26,618.07**
Expenses					
Labor					
School Operator Wages	17,500.35	17,202.00	28,204.68	23,410.00	4,794.68
School Operator Overtime Wages		759.00	24.94	1,052.00	(1,027.06)
Transit Operator Wages	5.00		5.00		5.00
Transit Operator Overtime Wages	14.07		744.39		744.39
Mechanic Wages	10,283.95	10,447.00	19,091.89	21,391.00	(2,299.11)
Transp. Admin Wages	5,517.39	8,861.00	11,113.41	18,144.00	(7,030.59)
Transp. Admin Overtime Wages	43.49	440.00	43.49	880.00	(836.51)
Maint. Admin Wages	4,026.69	3,382.00	7,351.85	6,925.00	426.85
General Admin Wages	3,371.04	4,169.00	6,489.84	8,537.00	(2,047.16)
Gen. Admin Overtime Wages		18.00		36.00	(36.00)
Total Labor	**40,761.98**	**45,278.00**	**73,069.49**	**80,375.00**	**(7,305.51)**
Fringe Benefits					
Health Insurance Expense	(561.69)		(685.95)		(685.95)
Dental Insurance Expense	622.24		1,333.12		1,333.12
FICA Expense	1,851.58	2,665.00	5,845.08	4,513.00	1,332.08
Worker's Compensation	2,634.00	656.00	5,268.40	893.00	4,375.40
School Operator Holiday Wages			55.92		55.92
School Uniform Allowance	107.64	250.00	231.06	500.00	(268.94)
Maintenance Uniform Allowance	146.00		196.00		196.00
Tool Allowance	44.78		544.78		544.78
License Reimbursement		167.00	160.00	334.00	(174.00)
Burden Adjustment	12,518.35	14,549.00	22,062.96	29,098.00	(7,035.04)
Total Fringe Benefits	**17,362.90**	**18,287.00**	**35,011.37**	**35,338.00**	**(326.63)**
Services					
Management Consultant	12,307.00	13,189.00	25,923.87	26,378.00	(454.13)
Commissioner Expense	62.50		562.50	500.00	62.50
Legal Expense	21.00	667.00	1,023.84	1,334.00	(310.16)
Service Bureau	602.04	1,045.00	2,603.68	2,090.00	513.68

Manchester Transit Authority
Income Statement School
For the Two Months Ending August 31, 2008

	Current	Budget	YTD	YTD Budget	YTD Net Change
Security Service	$100.76	$125.00	$231.92	$250.00	($18.08)
Outside Advertising	57.41	1,833.00	123.29	3,666.00	(3,542.71)
Driver and Criminal Record	226.25		1,280.25		1,280.25
Drug & Alcohol Testing	636.30	667.00	906.30	1,334.00	(427.70)
Pre-Employment Medical	584.10	500.00	1,274.40	1,000.00	274.40
Janitorial Service and Supplies	859.37	667.00	1,412.16	1,334.00	78.16
Bank Service Charges		8.00		16.00	(16.00)
Total Services	**15,456.73**	**18,701.00**	**35,342.21**	**37,902.00**	**(2,559.79)**
Materials and Supplies					
Fuel Operations	3,409.77	6,842.00	4,855.33	10,296.00	(5,440.67)
Maintenance Parts	3,442.02	1,307.00	6,549.70	1,967.00	4,582.70
Tires Expense	953.34	334.00	1,370.42	503.00	867.42
Oil and Grease	18.06	67.00	149.05	101.00	48.05
Maintenance Supplies	166.62	720.00	1,324.81	1,440.00	(115.19)
Body Shop Supplies	692.71	440.00	1,103.73	880.00	223.73
Hazardous Materials		73.00		146.00	(146.00)
Outside Parts and Labor		83.00		166.00	(166.00)
Repairs-Building and Grounds	3,074.74	750.00	5,119.18	1,500.00	3,619.18
Repairs-Shop Equipment		147.00		294.00	(294.00)
Repairs-Radio Equipment		42.00		84.00	(84.00)
Repairs-Office Equipment	258.14	307.00	594.18	614.00	(19.82)
Office Supplies	428.04	767.00	865.16	1,534.00	(668.84)
School Schedules and Tickets	32.20	167.00	32.20	334.00	(301.80)
Total Materials and Supplies	**12,475.64**	**12,046.00**	**21,963.76**	**19,859.00**	**2,104.76**
Utilities					
Electricity	1,445.42	1,500.00	2,870.37	3,000.00	(129.63)
Natural Gas	46.53	50.00	89.04	100.00	(10.96)
Telephone	454.61	638.00	908.27	1,276.00	(367.73)
Water	124.00	150.00	254.00	300.00	(46.00)
Total Utilities	**2,070.56**	**2,338.00**	**4,121.68**	**4,676.00**	**(554.32)**
Insurance					
Public Liability Insurance	13,085.00	15,714.00	26,178.00	31,428.00	(5,250.00)
Other Liability	735.00	814.00	1,462.98	1,628.00	(165.02)
Total Insurance	**13,820.00**	**16,528.00**	**27,640.98**	**33,056.00**	**(5,415.02)**
Other Expenses					
Dues and Memberships	60.00	167.00	240.00	334.00	(94.00)
Tolls and Parking			2.00		2.00
Training and Meetings	507.66	292.00	225.62	584.00	(358.38)
Grievance Expense		38.00		76.00	(76.00)
Depreciation	19,909.60	21,000.00	39,314.08	42,000.00	(2,685.92)
Total Other Expenses	**20,477.26**	**21,497.00**	**39,781.70**	**42,994.00**	**(3,212.30)**
Total Expenses	**122,425.07**	**134,675.00**	**236,931.19**	**254,200.00**	**(17,268.81)**
Net Income (Loss)	**99,382.07**	**63,129.00**	**189,617.88**	**145,731.00**	**43,886.88**

D-15

Commissioners Memorandum

To: Commissioners
From: Mike Whitten, Operations Planning Manager
Date: September 26, 2008
Re: Transit Ridership Report – Aug 2008

MANCHESTER TRANSIT AUTHORITY

Routes	August			FYTD		
	FY 2008	FY 2009		FY 2008	FY 2009	
Weekdays	23	21		44	43	
Saturdays	4	5	% Change	8	9	% Change
Bridge St-Dartmouth Route #1	1,621	1,767	9%	3,078	3,389	10%
Hanover-Massabesic Route #2	3,025	2,899	-4%	5,439	6,040	11%
Brown Ave-Airport Route #3	2,957	3,001	1%	5,429	5,754	6%
Elliot-Industrial Park Route #4	2,711	2,790	3%	5,061	5,445	8%
River Rd-SNHU Route #5	1,494	1,333	-11%	2,784	2,827	2%
Bremer-Mast Rd Route #6	3,425	5,098	49%	6,293	10,112	61%
VA Hospital Route #7	1,581	1,483	-6%	2,895	2,948	2%
So. Willow Route #8	5,209	6,209	19%	9,279	11,961	29%
DW Highway Route #9	1,016	951	-6%	1,985	2,003	1%
Valley-Weston Rd. Route #10	4,121	5,132	25%	7,675	10,159	32%
Front St. Route #11	1,966	2,225	13%	3,763	4,289	14%
So. Beech Route #12	3,701	4,871	32%	7,198	9,574	33%
Bedford Highlands Route #13	5,488	5,271	-4%	10,548	10,244	-3%
UPass Riders - MCC	427	609	43%	734	1,159	58%
Hannaford Shuttle	452	581	29%	792	1,035	31%
Stop & Shop Shuttle	138	119	-14%	196	297	52%
Weekday Fixed Route Totals	35,920	38,812	8%	66,361	77,208	16%
Saturday Fixed Route Totals	3,255	4,918	51%	6,504	8,869	36%
Fixed Route Weekday Average	1,562	1,848	18%	1,508	1,796	19%
Fixed Route Saturday Average	814	984	21%	813	985	21%
Total Transit Passengers Served	**39,175**	**43,730**	12%	**72,865**	**86,077**	18%
Total StepSaver Passengers Served	1,050	806	-23%	2,035	1,689	-17%

Mike Whitten
Operations Planning Manager

INTOWN MANCHESTER

September 24, 2008
Honorable Frank Guinta and Board of Aldermen
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RECEIVED
SEP 26 2008
CITY CLERK'S OFFICE

RE: Lighting on Granite Street

Dear Mayor Guinta and Aldermen,

At the September 17, 2008 meeting of the Intown Board of Trustees, the matter of decorative lighting for Granite Street was discussed. As we understand the situation, there currently is no access to electricity for this or any other civic purpose. This information came to light during our planning process for holiday lighting.

We were recently informed by Mayor Guinta that a review of the situation was being conducted by his staff and the Highway Department. We thank those involved in the review for taking this matter under immediate consideration.

Because the Granite Street project has such high visibility as the gateway into downtown, the Intown Board was concerned that the lack of decorative lighting would greatly diminish the impact of this entrance as our corridor to night life and entertainment. As it stands now, there will be neither twinkle lights in the trees along the medians nor holiday lighting on the poles.

Further, we understand that the Granite Street project is very close to being completed, and the remaining sidewalk openings will be completed in a matter of days. Because of the time constraints, the Board of Trustees felt it necessary to convey their concerns and respectfully offer some suggestions.

We understand that changes at this late stage can be costly, so the Board discussed some alternatives which you may want to consider and refer to the Land and Buildings committee.

- One suggestion was to act, before the sidewalks are completed, to install the necessary infrastructure and deal with the actual power installation at a later date. Conduits for electricity could be installed from the sidewalks to the medians, while Granite Street is still under construction.
- Another suggestion was to investigate solar power for commercial use. Such a commercial application for solar power should be powerful enough to last a minimum of 8 -10 hours and energize a few hundred lights for each tree or lamp post. These units should have the capacity to deflect (melt?) snow and ice, so energy absorption would not be diminished, and be strong enough to withstand damage in urban settings.

I will be happy to make myself available for further discussion. I can be reached at 669-6194. Thank you for your consideration.

Sincerely,

Dick Anagnost SAC

Dick Anagnost, Chairman, Intown Manchester Board of Trustees

E -1

889 Elm Street, PO Box 659, Manchester, NH 03105-0659 • 603-645-6285 • Fax 603-669-6597 • www.intownmanchester.com

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

The Committee on Administration/Information Systems respectfully recommends, after due and careful consideration, that a request made by Jennie Angell to give commissions authorization to update the city's website be approved.
(*Unanimous vote*)

Respectfully submitted,

Clerk of Committee
Deputy

4/1/08 Tabled

Jennie Angell
Director, Information Services

CITY OF MANCHESTER
Information Systems Department

March 21, 2008

The Honorable Dan O'Neil
Committee on Administration
and Information Systems
One City Hall Plaza
Manchester, NH 03101

Dear Alderman O'Neil,

Re: Boards and Commissions and
The City's Website

The Information Systems Department is currently working on the website upgrade project. Currently, only city employees, who are authorized by the security administrator in their department, have access to update their department's pages on the City's Website. While Information Systems reviews most updates after they are posted, it is the individual department's responsibility to insure postings to the website are accurate and appropriate.

The Arts Commission has had a presence on the City's website but all updates have been done by Information Systems. We have a request to provide update access to Crystal Nadeau, who is on the Arts Commission. Based on her background, we believe she will be able to do an exceptional job on the website for the Arts Commission.

With the new website, there will be increased opportunity for the commissions to have a presence on the City's website if they so desire. Some of the commissions are very closely connected to a department, such as the Police Commission, but some are not, like the Art's Commission.

There currently is no policy for "who provides system access authorization to non-city employees" so they can update content on the City's website for these commissions.

We are suggesting that commissions that want to update the city's website should receive authorization from the security administrator in the department the commission represents and in the case of the more independent commissions, the authorization will come from the City Clerk's office. In addition, the updates of the independent commissions will have an added step of requiring the Information Systems Department to actually publish the page to the website. This will help insure the pages function as intended.

We are requesting your direction in this matter.

Sincerely,

Jennie Angell

Jennie Angell

RECEIVED
MAR 21 2008
CITY CLERK'S OFFICE

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

F-2

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

The Committee on Administration/Information Systems respectfully recommends, after due and careful consideration, that a request made by Frank Comeford from St. George Cathedral to hang a banner across Hanover Street to advertise an upcoming event from September 12th until September 14th, be granted and approved.

(Unanimous vote via phone poll with the exception of Alderman Pinard and Alderman Domaingue who could not be reached)

Respectfully submitted,

Clerk of Committee

B-1

CITY OF MANCHESTER

Office of the City Clerk

Carol A. Johnson
City Clerk

Matthew Normand
Deputy City Clerk

Memo To: Frank Comeford
Cathedral Directors

From: Heather Freeman
Administrative Assistant III

Date: August 25, 2008

Re: Banner Request

Please be advised that the Committee on Administration/Information Systems has approved your request to hang a banner over Hanover Street advertising your upcoming event on September 12th until September 14th.

pc: Highway Department

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6455 • FAX: (603) 624-6487
E-mail: CityClerk@ManchesterNH.gov • Website: www.manchesternh.gov

A-2

RECEIVED
AUG 1 1 2008
CITY CLERK'S OFFICE

ST. GEORGE GREEK ORTHODOX CATHEDRAL

GLENDI 2008

A Celebration of Greek Culture September 12, 13, 14, 2008

Fr. Andrew H. Mahalares
DEAN

CATHEDRAL DIRECTORS

Frank C. Comerford
PRESIDENT

Dick Anagnost
1st VICE PRESIDENT

John G. Mokas
2nd VICE PRESIDENT

Christos F. Chrisafides
SECRETARY

George A. Bentas
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Maria A. Dongas
Timothy Giotas
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Charles Smith, Jr.
Stergios K. Spanos
Mary A. Sysyn

ANAGENNESIS
LADIES SOCIETY

Diane Bobotas
PRESIDENT

Nancy Daskal
VICE PRESIDENT

Stephanie Orr
TREASURER

Jenny Dakos
SECRETARY

Dorothy Chakas
MEMBERSHIP

Georgia Zissi
SUNSHINE

Elli Demetriou
Vicki Dewey
Connie Kounkoulos
Diane LaRoche
Joanna O'Brien
Kelly O'Brien-Hebert
Diane Orr
Kelly Urban
Joan Vlangas

June 4, 2008

603-6583

James Hoben, Director
Manchester Traffic Dept.
480 Hayward Street
Manchester, NH 03103

Dear Mr. Hoben:

This year the Glendi is scheduled for Friday, September 12, Saturday, September 13, and Sunday, September 14.

We would deeply appreciate your assistance once again with the "No Parking" signs being placed as follows:

1. On the east side of Kenney Street at the intersection of Hanover Street and proceeding south to Central Street.
2. On the north side of Merrimack Street at the intersection of Hanover Street and proceeding west to Cass Street.

This arrangement has significantly assisted us with the traffic issue during the past Glendi festival weekends.

In addition, we would be very grateful for your assistance in hanging the banner across Hanover Street near the Palace Theatre.

If you have any questions, please call the church office at 622-9113.

Thank you for your continuing support.

Sincerely,

Frank C. Comerford, Chair
Diane Bobotas, Co-Chair
Dick Anagnost, Co-Chair
George C. Copadis, Honorary Co-Chair

460 Hanover Street Manchester, NH 03104 Ph: 603-622-9113 Fax: 603-622-2266

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

The Committee on Administration/Information Systems respectfully recommends, after due and careful consideration, that a request made by Kate Pendigrast from the American Heart Association to hang a banner across Hanover Street to advertise an upcoming event from October 13th until October 30th, be granted and approved.

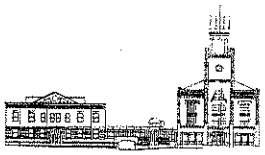
(Unanimous vote via phone poll with the exception of Alderman Pinard and Alderman Domaingue who could not be reached)

Respectfully submitted,

Clerk of Committee

CITY OF MANCHESTER

Office of the City Clerk



Carol A. Johnson
City Clerk

Matthew Normand
Deputy City Clerk

Memo To: Kate Pendergast
Executive Director

From: Heather Freeman
Administrative Assistant III HF

Date: August 25, 2008

Re: Banner Request

Please be advised that the Committee on Administration/Information Systems has approved your request to hang a banner over Hanover Street advertising your upcoming event on October 13th until October 30th.

pc: Highway Department

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6455 • FAX: (603) 624-6487
E-mail: CityClerk@ManchesterNH.gov • Website: www.manchesternh.gov

HF

American Heart Association. | American Stroke Association.
Learn and Live.
2 Wall St
Manchester, NH 03101
Tel. 603.518.1551 Fax 603.669.6745
www.americanheart.org

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William Tansey, III, M.D.
Hank Wasiak

August 11, 2008

Alderman Dan O'Neil, Chairman
Committee on Administration/Information Systems
C/o City Clerk's Office
One City Hall Plaza
Manchester, New Hampshire 03101

RECEIVED
AUG 18 2008
CITY CLERK'S OFFICE

RE: Request to hang banner on Hanover Street

Dear Alderman O'Neil,

Heart disease is the number one killer of men and women in our country. Although it has been largely perceived as an "old man's" disease, a startling 1 in 2.5 women die from heart disease, stroke and other cardiovascular diseases each year. ***In fact, more women die of cardiovascular disease than all forms of cancer combined.***

To raise awareness and to educate women about their number one health threat, the American Heart Association launched the Go Red For Women campaign in 2004. Go Red For Women aims to mobilize women, men, celebrities, healthcare providers and politicians to embrace and elevate the cause of women and heart disease.

To further this cause locally, New Hampshire's Third Annual Go Red For Women Luncheon will be held on Wednesday, November 19, 2008 at The Radisson in downtown Manchester. The event includes education breakout sessions, free health screenings, medical keynote speakers, survivor speakers, a heart-healthy lunch and much more.

The American Heart Association would like to hang a banner (approximately 3'x30') on Hanover Street (between Elm & Chestnut) in mid-October to promote the event and to let women know how they can purchase tickets. We have capacity for 500 women and would like to make this year's luncheon a "sellout" event. All money raised from this event goes to fund cardiovascular disease research and education initiatives.

Please consider supporting this cause and helping us promote this event to the public. Thank you for your thoughtful consideration of this request.

Sincerely,

Kate Pendergast

Kate Pendergast
Executive Director
American Heart Association - NH

H3

BBB Wise Giving Alliance Standards

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

The Committee on Administration/Information Systems respectfully recommends, after due and careful consideration, that a request made by the Manchester Marathon Association to hang a banner across Hanover Street to advertise an upcoming event from October 30th until November 7th, be granted and approved.
(Unanimous vote via phone poll with the exception of Alderman Pinard and Alderman Domaingue who could not be reached)

Respectfully submitted,

Clerk of Committee

CITY OF MANCHESTER

Office of the City Clerk

Carol A. Johnson
City Clerk

Matthew Normand
Deputy City Clerk

Memo To: Sarah Normand
Manchester Marathon Association

From: Heather Freeman
Administrative Assistant III HF

Date: August 25, 2008

Re: Banner Request

Please be advised that the Committee on Administration/Information Systems has approved your request to hang a banner over Hanover Street advertising your upcoming event on October 30th until November 7th.

pc: Highway Department

August 19, 2008

RECEIVED
AUG 20 2008
CITY CLERK'S OFFICE

Board of Mayor and Aldermen
Office of the City Clerk
One City Hall Plaza
Manchester, NH 03101

Dear Board of Mayor and Aldermen:

Pursuant to City Ordinance 97.42, the Manchester Marathon Association respectfully requests permission from the Board of Mayor and Aldermen to hang two (2) banners across Elm Street which will mark the start and finish of the Manchester City Marathon and Half Marathon. In addition, the MMA requests that a banner be hung over Hanover Street on November 2, 2008.

All three banners will be set up Sunday, November 2, 2008 at approximately 6:00 AM. The start banner will be removed after the last runner has crossed the starting line; approximately at 9:00 AM. The banner over Hanover Street and the finish line banner will be removed at 3:30 PM on Sunday, November 2.

The Manchester Marathon Association has made City departments aware of the race date and is currently working through the various approval requirements within those departments.

Thank you in advance for your consideration. I look forward to hearing from you.

Sarah Normand
Manchester Marathon Association
PO Box 933
Manchester, NH 03105

CC: Kevin Kincaid, Business Licensing and Enforcement Division

F-3

Commissioner Lillian Duval
6 Northbrook Dr. Unit 603
Manchester, NH 03102
September 15, 2008

RECEIVED
SEP 23 2008
CITY CLERK'S OFFICE

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

Dear Members of the Board of Mayor and Aldermen,

It is with regret that I must resign as Commissioner of the Senior Services Department. I have enjoyed the opportunity to serve our community, but at this time I am unable to fulfill my term. Please accept this letter as my resignation.

Sincerely,

Lillian Duval

Commissioner Lillian Duval

Cc: Mayor's Office
Senior Services Commission
Barbara Vigneault, Director
Senior Services Department

City of Manchester

Office of the Mayor
Hon. Frank C. Guinta

September 16, 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:

(1) Anthony M. Williams to succeed Susan Ware (resignation) as a member of the Arts Commission, term to expire December 1, 2008;

(2) Linda Seabury to fill a vacancy as an alternate member of the Arts Commission, term to expire December 1, 2009;

(3) Leah Belanger to fill a vacancy as an alternate member of the Arts Commission, term to expire December 1, 2010.

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

Sincerely,

Frank C. Guinta
Mayor

Anthony M. Williams
603-625-4936
amwpaints@yahoo.com

Personal History:
Anthony Williams was born in Boston, Massachusetts. He was raised in New Hampshire and Indiana. While attending college in Indiana, he soon discovered his passion and talent for painting.

Art Education:
Mr. Williams received some formal education at Ball State University in Muncie, Indiana. He is largely self-taught.

Art Experience:

Murals:

Commissioned by Director Constance Brodeur:
6'x10' St. Joseph Hospital, School of Nursing, (Nashua, NH), Dec. 1995
5'x6' St. Joseph Hospital, School of Nursing, (Nashua, NH), Dec. 1995

Commissioned by Director Tom Jordan:
4'x4' City Employment Assistance Program, Jan. 2004
5'x6' City Employment Assistance Program, Jan. 2004
3'x4' Café Momo (Manchester, NH), Jan. 2004

Juried Exhibitions:
Manchester Institute of Arts and Sciences 7th Biennial, Jan. 1991
Manchester Institute of Arts and Sciences 8th Biennial, Jan. 1993
Manchester Artists Assoc. (Carol Rhine Center),
McInnch Family Gallery, Mar. 2004
Animal Rescue League of N.H., Aug.-Sept. 2004
Wilton, N.H. Fourth Annual Miniature Art Show, Nov.-Dec. 2004
E.W. Poore Inaugural Juried Art Show, Mar.-Apr. 2005
"Prime Time" Annual Juried Art Show (Manchester, NH), May 2005
Library's Annual Juried Art Show (Wilton, NH), May-June 2005
E.W. Poore Open Miniature Art Show, May-June 2005

Current Exhibits:
InTown, "Noontime Performance Series", (Manchester, NH), 2005
"Beautiful Benches Campaign" sponsored by Friends of the Valley Cemetery, Aug. 2005
E.W. Poore, "Holiday Miniature Art Show, Nov. 2005-Jan. 2006

Awards:
"Artist of the Month". Manchester Artist Assoc., Feb. 2005

Artist Statement:
Art is expression, the ability to take your inner visions and give them form, color, and a life of their own. The mind as well as the world we live in is a vast studio, endless in subject matter. My work is usually spontaneous. A single piece of work may go through several changes, expanding and growing as it progresses. I use color composition and form to sometimes create an atmosphere of fantasy and reality blended together to complete a painting. My desire is the never ending freedom to express myself.

Availability:
Mr. Williams accepts commissioned work for paintings, logos, hand painted signs, murals, interior painting, faux finish work, and more. He is also available for lessons in both acrylic and watercolor: Beginner and Intermediate.

Television Appearances:
MCTV Channel 16: Déjà vu Arts, 2002
MCTV Channel 22: "Carol Rhines Center", 2004

Professional Memberships:
Manchester Artist Association: 1998-Present
Nashua Artist Association: 1980-1998 (President in 1982)

Continued: A. Williams . Biography

Murals: 1. United Way / Bank of America 2003
2. MCAM - ch 23 - "Manchester of America" 2006
3. "Bear Cub" . Exterior chimney — 2007

Exhibits: Bedford Library . October, 2007
Miniature Art Exhibit . Wilton, N.H. . 2007
Elizabeths Art Gallery, Magic Garden, Nashua, N.H. - 2007
"Make A Wish Foundation, MAA Gallery - 2007
National Arts Program . City of Manchester . June, Aug. - 2008

Juried Exhibitions: E.W Poore Inaugural Juried Art Show - 2006
Animal Rescue League . 2004, 2005, 2006
Prime Time Juried Show, May, 2006-2007

Awards: National Arts Programs; Honorable mention - 2008
1st place, Arts, Music Award for Northeast Media Award
For Mural at MCAM 2006-2007

Manchester Artist Association:
Artist of the month: January 2004, January 2005
April 2007, April 2008, May 2008

Manchester Artist Association: Artist Profile, April, 2008

Linda Seabury
80 Brennan Street
Manchester, NH 03109
603-624-1733 - Home
603-345-2047 – Cell
Seabury@comcast.net

Experience:

Comprehensive Business Education Teacher
Manchester Central High School
September 2006 to Present
Teach business courses to students of varying levels in grades 9 -12. Courses taught have included Business Communication, Economics, and Business Math. Utilize district-approved curriculum to achieve learning outcomes and expectations. Develop assignments that reinforce lessons and provide practical application experiences. Differentiate instructional methods to align with the varied learning styles of class members. Present opportunities for students to interact and learn from guest speakers who are local business and community leaders.

Long Term Substitute Marketing Teacher
Manchester School of Technology
September 2005 to June 2006
Create and implement lesson plans that introduce students to current marketing practices through academic and practical exercises and projects. Challenge students to develop critical thinking and research skills. Encourage team work through competitive problem solving assignments. Assist students with imaginative marketing plans and designs. Educate students on current marketing issues and cutting edge solutions.

Executive Director
Big Brothers Big Sisters of Greater Manchester, Inc.
November 2003 – June 2005
Responsible for the day to day operations including managing, coordinating, evaluating and implementing all agency personnel, activities, programs, policies, fundraising and public relations of the agency, as approved by the Board of Directors. Served as primary liaison with the community, Heritage Untied Way, Big Brothers Big Sisters of America, and the business community. Ensured agency community involvement through public speaking, news releases, and participation on civic and community boards and committees. Responsible for preparation of the agency budget as well as interpretation of budgetary requirements. Interpreted and enforced agency rules and policies.

Director of Public Relations
New Hampshire Institute of Art, Manchester, NH
July 2001-October 2003
Coordinated Public Relations and Communications Programs including advertising, media contacts, development, exhibitions, and community involvement. Developed and maintained

personal contacts within business and civic community leaders. Took an active role in the community. Assisted in development activities, including meeting with potential funders, preparing proposals for funders, and coordinating special fundraising activities. Arranged interviews with print and television media to present the Institute to the public and represents the Institute on television and radio interviews. Developed design concepts and copy for informational literature. Createed advertisements for Institute programs. Researched, wrote and distributed press releases. Recruited, coordinated and supervised volunteers and interns. Arranged and conducted informative, historic and educational tours of Institute facilities and exhibitions. Served as a member of the Institute's Exhibition Committee and coordinated and developed ancillary programming to complement exhibitions. Coordinated public receptions, open houses, exhibition openings, fund raising events and special event activities.

Communications Manager
New Hampshire Institute of Art, Manchester, NH
July 1997-June 2001
Researched, wrote and distributed press releases for all Institute programs and activities. Maintained current media contact list. Scheduled and appeared as part of the Institute's Speakers Bureau to promote the Institute to community, civic and educational groups. Represented the Institute on television and radio interviews. Developed design concept and copy for informational literature. Created advertisements for Institute programs. Developed and maintained personal contacts within business and civic community leaders. Assisted in development activities, including special fundraising activities. Recruited, coordinated and supervised volunteers.

Membership and Publicity Coordinator
New Hampshire Institute of Art, Manchester, NH
August 1992-June 1997
Created Corporate and individual membership brochures, planned membership campaigns, contacted potential corporate members, maintained membership lists. Coordinated Corporate Membership Benefit usage. Served as the staff liaison to the board's Membership Committee. Researched, wrote and distributed press releases for all Institute programs and activities. Maintained current media contact list. Represented the Institute on television and radio interviews. Created advertisements for Institute programs.

Education
Masters of Science Human Services – Organizational Management and Leadership
August 2006
Springfield College
Manchester, NH

Bachelor of Fine Arts
May 2001
New Hampshire Institute of Art
Manchester, NH

High School Graduate
June 1969
Manchester Memorial High School
Manchester, NH

License
State of New Hampshire Educational Intern License #86152
3/13/07 – 6/30/09

Community Activities
Past Chair, Manchester Heritage Commission
Member and Past President, Queen City Rotary Club
Awards Committee Member, Manchester Historic Assoc., Preservation Awards
Past Member, Manchester Millyard Design and Review Committee
Producer, MCTV
Past Deacon, Brookside Congregational Church
Past Board President, Caregivers of Manchester and Nashua
Past Board Member, Development Chair, Mt. St. Mary's Academy
Past Trustee, Art Builds Community
Graduate, Greater Manchester Chamber of Commerce Leadership Program

Art Activities
Invited Exhibiting Artist, Laconia Multi-Cultural Market Day, 2003
Producer & Host of *About Art*, Manchester Community Television, 2002-2003
Visiting Artist, Manchester School of Technology, 1997-2005
Visiting Artist, Gossler Park School, 2002
Team Member, *Start With The Arts*, partnership with Central High School English As A Second Language Program, 2001-2003
2001 Recipient of Senior Accessibility Art Award for *Art For All*, a multi-disability accessible exhibition
Installation artist at State-Wide Accessibility Expo, 2001, 2002
Juror for Manchester Artists Association, 2000
Juror for First District Congressional Art Competition, 1996-2003
Juror for local high school and community art competitions, 1995 - 2003

References Available Upon Request

PHONE 603-759-0167 • E-MAIL LEAH.BELANGER@GMAIL.COM
521 PINE ST. • MANCHESTER, NH 03104

LEAH BELANGER

EDUCATION

Bachelor of Arts: Acting/Directing — Keene State College
Fall 1998 to Spring 2002 — Keene, NH

PROFESSIONAL EXPERIENCE

Education Director — **Yellow Taxi Productions**
9/08 to present — Nashua, NH

- Create and implement acting classes, workshops, camps, and other educational programming for Yellow Taxi Productions. Also responsible for registration recordkeeping.
- Create and manage PR and marketing for all educational programming.
- Create and proctor surveys for staff, students, parents and participants in educational programming. Catalog results, review with staff, and implement appropriate feedback.
- Uphold and promote Yellow Taxi Productions' artistic mission and vision as it pertains to education.

Marketing Manager — **Yellow Taxi Productions**
12/07 to 8/08 — Nashua, NH

- Coordinate timeline and execution of all press, mailings, posters, viral marketing, etc. for shows, classes, and other programming for Yellow Taxi Productions.
- Work with Artistic Director and Graphic Designer to ensure proper branding of Yellow Taxi Productions.
- Work to build Yellow Taxi Productions' audience through special events such as "Chamber Nights," community outreach such as free or discounted tickets to special interest groups, participating in community fairs and fundraisers.
- Uphold and promote Yellow Taxi Productions' artistic mission and vision.

21st Century Community Learning Centers/
Supplemental Education Services Facilitator — **Manchester School District**
11/07 to present — Manchester, NH

- Work with 21st CCLC program director to create new programming for after and before school services and implement programming.
- Work to involve community, arts, and business leaders in Manchester with hands-on student programming for 21st CCLC through community outreach and networking
- Assist with the development and implementation of the Sustainability plan for 21st CCLC.
- Work with school Principals and administration to determine student eligibility for SES programming.
- Coordinate all communication between State Approved providers and the Manchester School District.
- Review all invoices, attendance, progress reports sent by providers for accuracy.
- Work to ensure success of the SES programming in helping students to achieve proficient scores on Reading and Mathematics standardized testing.

Educational Director — **The Acting Loft**
9/06 to 11/07 — Manchester, NH

- Create, organize, and run, and ensure the financial and institutional success of the Education program for the Acting Loft Academy of Performing Arts.
- Interview, hire, and manage all instructional staff, as well as record keep invoices and payments.

9-8

- Research, write, and apply for grants that apply to educational projects, record keep, report, and invoice for funds granted to the Acting Loft.
- Manage the creation and execution of all educational PR, including press releases, brochures, and posters. Responsible for ensuring consistent use of branding in all publicity.

Acting Instructor — **The Acting Loft**
1/04 to 9/06 — Manchester, NH

- Create and execute lesson plans for Acting classes, catered to varying ages and abilities.
- Organize and run faculty meetings along with Artistic Director and other teaching faculty.
- Promote new classes as well as current events at the Acting Loft.

Benefits Specialist — **Fidelity Investments**
11/04 to 3/06 — Merrimack, NH

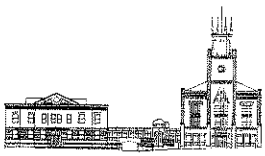
- Keep records and administer Health and Welfare benefits for General Motors Corporation, as well as maintaining a working knowledge of current benefit issues related to customer population.
- Research and resolution of complex issues, as well as development of solutions with end-to-end process focus.
- Work with several different software programs designed for record keeping and communication across Fidelity (ie, X-Trac, HOBS, Oracle), as well as communication with several outside companies (MetLife, Sedgwick, Blue Cross, Blue Shield).

Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commision
Millyard Design Review Committee

RECEIVED
SEP 15 2008
CITY CLERK'S OFFICE

September 12, 2008

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

Re: Southern New Hampshire Planning Commission

Honorable Board Members:

Recently the BMA confirmed the Planning Board's nomination of Ray Clement to the Southern New Hampshire Planning Commission. The Planning Board has nominated Elias "Skip" Ashooh to the other vacancy on the commission, with a term to expire on June 30, 2011, and would appreciate the BMA confirming this nomination.

In addition to the Full Member positions, there are vacancies for Alternate Members. The Board has nominated Robert S. MacKenzie, former Planning Director, and Kevin A. McCue, former Planning Board Chair, to these Alternate positions, with terms to expire on June 30, 2011.

The Planning Board respectfully requests the BMA confirm the nominations of Elias "Skip" Ashooh, Robert S. MacKenzie, and Kevin A. McCue to the SNHPC.

Respectfully submitted,

Pamela H. Goucher
Interim Planning Director

C: David Preece, Executive Director, SNHPC
Michael Landry, Chairman, Manchester Planning Board

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

City of Manchester

Office of the Mayor
Hon. Frank C. Guinta

October 1, 2008

Board of Aldermen
One City Hall Plaza
Manchester, NH 03101

Re: Recreation Enterprise Fund – Spending Freeze

Dear Members of the Board:

Please find attached to this letter a document from the Finance Officer detailing our mutual concern for the financial health of the Recreation Enterprise Fund. The City's auditors (McGladrey & Pullen, LLP) have continued to point to this fund as a glaring liability and I have previously brought this issue to the attention of this Board. If we do not begin to take action to stabalize this fund, the City budget could be impacted by a significant deficit at a time where this Board has committed itself to not overburdening taxpayers.

Based upon the first recommendation found within Mr. Sanders letter, I recommend that the City immediately implement a discretionary spending and overtime freeze effective immediately for the Recreation Enterprise. Consistent with past practice, I propose that all discretionary spending and overtime be preapproved by the Finance Officer. If the Finance Officer disapproves a request, the request will be forwarded to my office for my personal review.

With regard to the other three recommendations made by Mr. Sanders, I am appointing staff to address these matters as follows:

- McIntyre Ski Area Review Committee (William Sanders, Jay Minkarah & Charles Deprima): The staff committee will review the proposals to the RFP and will make a policy recommendation to the Committee on Lands & Buildings by December 1, 2008.

- Organizational Review of the Central Administrative Functions (Jane Gile & HR staff): The Human Resources Department will conduct appropriate desk audits of the Central Administration and will report back to the

Committee on Human Resources & Insurance by December 1, 2008 with possible recommendations.

- Fee Structure Committee (William Sanders, Charles Deprima & Sean Thomas): The committee will review existing Enterprise fees, comparing them to the current market and looking at historical trends. The staff committee will report their findings back to Board of Aldermen by December 1, 2008.

I believe these actions are necessary and prudent as they will allow the City to properly align revenues and expenses, minimizing the drain on general fund cash. I hope I have your full support for these policy items.

Sincerely,

Frank C. Guinta
Mayor

William E. Sanders
Finance Officer

CITY OF MANCHESTER

Finance Department

September 30, 2008

Honorable Mayor Frank C. Guinta
One City Hall Plaza
Manchester, NH 03101

Re: Recreation Enterprise Fund

Dear Mayor Guinta:

This letter serves to provide financial information regarding the operating performance of the Recreation Enterprise Fund and recommend implementation of additional controls/procedures/ oversight to minimize the ongoing operating losses.

As of September 30, 2008, the Recreation Enterprise Fund has been advanced $2.4 million from the General Fund to cover enterprise operating deficits over the last 3 years. Cash advances are permitted in enterprise accounting provided they are of a short-term nature (2-3 years) and repayment is likely. Absent a realistic operating plan which provides confidence regarding repayment, the City's auditors, McGladrey & Pullen, LLP, will at some point require the $2.4 million advance to be written off by the General Fund and be charged off to the tax rate.

The attached schedules provide financial information (on a budgetary basis) for the Recreation Fund for fiscal years 2007, 2008, and the first quarter of 2009. Based on this information, I submit the following observations.

1. In fiscal years 2008 and 2007, only one venue operated at a surplus (West Ice Arena generated a $4,341 surplus in fiscal year 2008).
2. The largest deficits were generated by the McIntyre Ski Area ($152,765 deficit in 2008 and a $309,598 deficit in 2007).
3. The central office administrative costs amounted to $379,119 in 2008 and $467,235 in 2007. In the first three months of 2009, these costs amount to $114,466.
4. Approximately 27% of the enterprise fund's budgeted revenues for 2009 are utilized for debt service of nearly $650,000. Debt service will remain in the $600,000 range thru fiscal 2014. Outstanding debt at June 30, 2008 (excluding the $2.4 million advanced from the General Fund) is $6.1 million.

The current financial situation at the Recreation Enterprise Fund requires prompt attention. I recommend (1) a freeze on all discretionary spending and overtime; (2) a review of an alternate operating model for McIntyre Ski Center; (3) an organizational review of the central administrative functions; and (4) an assessment of the current fee structure at all sites.

The services provided by the Recreation Enterprise Fund are a great asset of the City; however, the current operating model is not sustainable. These deficits will eventually be borne entirely by the taxpayers if the situation is not addressed.

Respectfully Submitted,

William E. Sanders
Finance Officer

Date: 9/30/2008

Parks, Recreation & Cemeteries 650 Expenses
as of September 2008

Fiscal Year 2009

Category	Total		6501	6502	6503	6505	6507	6511
	Revised Budget	Obligations	Parks - JFK Coliseum	Parks - West Side Arena	Parks - McIntyre	Parks - Derryfield	Parks - Administration-Enterprise	Parks - School Grnd Mx - Enterprise
			Obligations	Obligations	Obligations	Obligations	Obligations	Obligations
Salaries & Wages	1,234,547	232,779	18,593	33,427	12,151	91,688	57,005	19,916
Employee Benefits	370,361	84,366	7,461	11,371	3,420	35,900	19,689	6,526
Purchased Professional Services	15,000	2,239			0	2,239		
Purchased Property Services	118,845	20,268	3,102	1,705	5,463	9,415	0	583
Other Purchased Services	212,521	52,297	2,314	5,539	1,110	6,984	36,350	0
Supplies & Materials	514,493	73,245	21,881	30,509	1,793	14,491	1,928	2,643
Capital Outlay	18,000	0			0	0		
Miscellaneous	45,700	32,362	0	0	32,262	100	0	
Non-Departmental	708,768	66,190	17,941		8,583	39,665	0	
	3,238,235	563,747	71,292	82,551	64,782	200,482	114,971	29,668

Sheet 2
10/2

11-5

Date: 9/30/200

Parks, Recreation & Cemeteries 650
Revenues as of September 2008

Fiscal Year 2009

Category	Total		6501	6502	6503	6505	6507	6511
	Revised Budget	Actual	Parks - JFK Coliseum	Parks - West Side Arena	Parks - McIntyre	Parks - Derryfield	Parks - Administration-Enterprise	Parks - School Grnd Mx - Enterprise
			Actual	Actual	Actual	Actual	Actual	Actual
Intergovernmental								
Charges for Services	2,249,331	251,505	36,276	89,848	440	124,941	0	0
Interest	0	(4,477)					(4,477)	
Contributions								
Other Revenue	147,132	31,793				31,768	25	
	2,396,463	278,821	36,276	89,848	440	156,709	(4,452)	0

Exhibit 2
2 of 2

9-11

Date: 9/30/2008

Parks, Recreation & Cemeteries 650 Expenses

Fiscal Year 2008

Category	Total		6501	6502	6503	6505	6507	6511
	Revised Budget	Obligations	Parks - JFK Coliseum	Parks - West Side Arena	Parks - McIntyre	Parks - Derryfield	Parks - Administration-Enterprise	Parks - School Grnd Mx - Enterprise
			Obligations	Obligations	Obligations	Obligations	Obligations	Obligations
Salaries & Wages	1,229,672	1,132,373	131,464	191,148	216,394	295,883	243,934	53,549
Employee Benefits	404,797	313,212	22,742	74,516	28,662	94,592	75,953	16,747
Purchased Professional Services	15,000	12,056	393		4,402	7,261		
Purchased Property Services	122,195	66,164	12,626	12,911	17,825	19,339	2,083	1,381
Other Purchased Services	216,223	126,295	12,466	9,282	32,724	29,546	42,049	228
Supplies & Materials	520,993	416,569	124,474	148,573	61,781	62,101	8,952	10,689
Capital Outlay	10,000	0			0			
Miscellaneous	43,250	36,544	569	444	1,599	33,931	0	
Non-Departmental	739,834	673,996	161,142		174,221	332,485	6,148	
	3,301,964	2,777,210	465,875	436,874	537,609	875,138	379,119	82,594

Parks, Recreation & Cemeteries 650
Revenues

Fiscal Year 2008

Category	Total		6501	6502	6503	6505	6507	6511
	Revised Budget	Actual	Parks - JFK Coliseum	Parks - West Side Arena	Parks - McIntyre	Parks - Derryfield	Parks - Administration-Enterprise	Parks - School Grnd Mx - Enterprise
			Actual	Actual	Actual	Actual	Actual	Actual
Intergovernmental								
Charges for Services	2,105,118	1,975,679	364,983	441,215	384,844	661,216	23,713	99,709
Interest	0	(46,507)					(46,507)	
Contributions								
Other Revenue	147,132	127,283	110			127,073	100	
	2,252,250	2,056,455	365,093	441,215	384,844	788,289	(22,694)	99,709

Exhibit 3
8-11-08

Date: 9/30/2008

Parks, Recreation & Cemeteries 650 Expenses

Fiscal Year 2007

Category	Total		6501	6502	6503	6505	6507	6511
	Revised Budget	Obligations	Parks - JFK Coliseum	Parks - West Side Arena	Parks - McIntyre	Parks - Derryfield	Parks - Administration-Enterprise	Parks - School Grnd Mx - Enterprise
			Obligations	Obligations	Obligations	Obligations	Obligations	Obligations
Salaries & Wages	1,326,502	1,111,778	125,328	181,308	183,232	282,043	286,831	53,036
Employee Benefits	374,609	349,960	100,079	2,900	30,496	95,771	102,846	17,868
Purchased Professional Services	8,500	9,609	145		2,255	7,208		
Purchased Property Services	114,220	106,689	13,991	19,293	37,043	32,660	1,577	2,126
Other Purchased Services	179,084	154,993	12,078	14,678	26,102	59,882	41,966	287
Supplies & Materials	491,693	391,959	121,162	146,144	53,247	53,820	10,739	6,847
Capital Outlay	55,000	23,226	0		23,226			
Miscellaneous	5,950	15,411	749	388	13,982	67	225	
Non-Departmental	412,635	493,112	87,813		179,901	202,346	23,052	
	2,968,193	2,656,738	461,346	364,713	549,483	733,798	467,235	80,164

Date: 9/30/2008

Parks, Recreation & Cemeteries 650
Revenues

Fiscal Year 2007

Category	Total		6501	6502	6503	6505	6507	6511
	Revised Budget	Actual	Parks - JFK Coliseum	Parks - West Side Arena	Parks - McIntyre	Parks - Derryfield	Parks - Administration-Enterprise	Parks - School Grnd Mx - Enterprise
			Actual	Actual	Actual	Actual	Actual	Actual
Intergovernmental								
Charges for Services	2,270,277	1,753,042	356,560	417,655	239,885	614,874	29,168	94,902
Interest	0	(97,471)					(97,471)	
Contributions								
Other Revenue	147,132	75,605	0	450		101,977	(26,821)	
	2,417,409	1,731,177	356,560	418,105	239,885	716,851	(95,124)	94,902

DEBT SERVICE

All projects in PARKS & RECREATION ENTERPRISE FUND (PARKS_EN)

From Jul 1, 2008 to Jun 30, 2035

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2009	387,496.00	**	261,272.70	648,768.70
06/30/2010	354,936.00	**	244,522.58	599,458.58
06/30/2011	402,944.75	**	229,786.43	632,731.18
06/30/2012	414,488.53	**	212,759.31	627,247.84
06/30/2013	425,296.40	**	194,307.67	619,604.07
06/30/2014	436,118.38	**	176,588.62	612,707.00
06/30/2015	376,172.55	**	160,334.98	536,507.53
06/30/2016	332,916.00	**	145,419.12	478,335.12
06/30/2017	447,842.00	**	128,814.88	576,656.88
06/30/2018	440,854.00	**	106,461.66	547,315.66
06/30/2019	482,353.00	**	86,416.79	568,769.79
06/30/2020	496,204.00	**	66,226.51	562,430.51
06/30/2021	513,305.00	**	46,000.76	559,305.76
06/30/2022	557,722.00	**	25,123.37	582,845.37
06/30/2023	34,700.00	**	2,493.51	37,193.51
06/30/2024	32,135.00	**	809.78	32,944.78
	6,135,483.61		2,087,338.66	8,222,822.27

Exhibit 5

James A. Burkush
Chief of Department

City of Manchester
Fire Department

RECEIVED
SEP 23 2008
CITY CLERK'S OFFICE

TO: Board of Mayor and Alderman

FROM: Chief James A. Burkush JAB

DATE: September 22, 2008

RE: Alcohol, Tobacco, Firearms' and Explosives
Accelerant Detection Canine Program (ADCP)

The Manchester Fire Department has been selected to participate in the ADCP class from February 23, 2009 to April 1, 2009 at the ATF's canine training center in Front Royal, Virginia.

Fire Inspector Mitchell Cady would attend the class as prospective canine handler. After successful completion of the ATF trained accelerant detection canine program; Manchester will receive a trained accelerant detection canine to assist the department in arson detection investigations.

I am seeking approval from the Board of Mayor and Aldermen to allow the Manchester Fire Department involvement in the program, which would include the following.

- Prospective canine handler to attend the class.
- Accept trained accelerant detection canine.
- Accept responsibility for covering all expenses incurred during the working life of the canine.

Attachments (2)

100 Merrimack Street • Manchester, NH 03101 • Telephone (603) 669-2256 • Fax: (603) 669-7707
www.ManchesterNH.gov

ATF agrees to:

1. Provide the training facility for the ADC Team. The training will be conducted at the ATF Canine Training Center (CTC), 122 Cavalry Drive, Front Royal, Virginia.

2. Purchase the canine for the Agency, and pay the handler's lodging expenses incurred during the initial 6-week training session. ATF will also reimburse the Agency and/or canine handler for meal expenses at the current Federal government per diem rate and provide the Agency's canine handler with all necessary ADCP and canine related equipment and supplies during the initial training program.

3. Provide technical oversight during course curriculum development, training, recertification, and throughout the Agency's participation in the ADCP.

4. Provide the necessary ATF ADCP personnel, including a forensic chemist, to evaluate, test, and certify the canine for proficiency in detecting ignitable liquid odors. A chemist shall conduct all annual re-certifications.

5. Reimburse the Agency, in accordance with Federal travel regulations and ATF policies, for travel-related expenses incurred by the handler as a result of participation in NRT activations, or other significant investigations involving violations of Federal arson laws. ATF will not pay the handler's salary, overtime expenses, or other employment benefits incurred during the handler's participation in NRT activations or other significant investigations involving violations of Federal arson laws.

Agency responsible for:

1. Pay for the handler's salary, overtime, and employment benefits and ensure that the handler is covered by the Agency's insurance during the initial 6-week training at the CTC, during all subsequent annual recertification and in-service training seminars, and for all activations supporting the NRT or other significant investigations involving violations of Federal arson laws.

2. Ensure that the handler is available for weekend training during the initial 6-week training course at the CTC.

3. Make the canine team available to ATF for periodic in-service training and for a mandatory 1-week annual recertification seminar. The Agency will incur all travel related, lodging, per diem, salary, overtime, and benefits costs for the ADC team during in-service and annual recertification seminars.

4. Make the canine team, upon request, available to ATF for NRT activations and other significant investigations involving violations of Federal arson laws.

5. Provide food, monthly preventative medication, and veterinary care (after initial training), including an annual physical and heartworm check, for the canine during its working life in the ADCP.

6. Continue to train and maintain the accelerant detection canine in the food reward methodology and protocols in which it is trained.

7. Provide, at its expense, a climate controlled full-time vehicle dedicated to the handler/canine team and suitable for the team's working environment. This

vehicle will have air conditioning, heat and an installed prefabricated cage.

8. Require and ensure that the selected handler is responsible for the maintenance, training and handling of the ATF certified accelerant detection canine and no other detection canine during the term of the program commitment.

9. Ensure that the selected handler houses the accelerant detection canine in the handler's residence. The canine shall not be kept in an outdoor kennel or crated indoors on a continual basis.

10. Have available for its use a laboratory capable of conducting comprehensive analysis of ignitable liquids. The Agency will ensure that the laboratory prioritizes the examination of canine alert samples.

11. Provide to ATF all quarterly operational activity reports related to the accelerant detection canine.

Manchester Fire Department K9 Unit Projected Budget - Revised 09/10/2008

	Annual Cost	
Veterinary expenses		$500.00
Food expenses		$750.00
Training aids & equipment		$250.00
Handler Compensation		$2,854.87
Week long ATF Training - Lodging	6 days @ up to $140.00	Maximum of $840.00
Week long ATF Training - Board	6 days @ up to $50.00	Maximum of $300.00
Anticipated cost		**$5,494.87**

	One time Vehicle Setup
Window tinting	$300.00
E/Z Rider	$1,459.95
Window guards	$244.95
Door guards	$189.95
Hotdog Temp. system	$419.95
In-Vehicle water dish	$54.95
Rubber mat for E/Z Rider	$99.95
Collars, leashes, bedding, ect.	$500.00
Paging system	$284.95
pager antenna	$59.95
15" Maxi Thin Fan	$289.95
Fan mounting brackets	$26.95
Vehicle lettering	$200.00
Aproximate total	**$4,131.50**

NOTES

Per City of Manchester Travel Policy	Lodging	Up to $140.00 / day
	Board	Up to $50.00 / day
1/2 hr OT / day off (same as PD)	Weekends - 104 days	
	Scheduled days off - 52 days	
	City holidays - 11	
	Total Days off / year - 167	
	167 days off at .5 hr / day	
	83.5 hrs. / yr @ $34.19 / hr.	

Total Projected compensation at current rate $2854.87 Annually

Supreme Court Rulings regarding handler compensation
Manchester Police Department uses 1/2 hr of OT per day off as compensation for the K9 Handler

James A. Burkush
Chief of Department

City of Manchester
Fire Department

September 25, 2008

RECEIVED
SEP 29 2008
CITY CLERK'S OFFICE

Board of Mayor and Aldermen
Manchester, NH 03101

Re: Elliot Hospital Medical Resource Hospital Agreement

Dear Board of Mayor and Aldermen:

Please find attached the Elliot Hospital Medical Resource Hospital Agreement for your approval.

The agreement has been reviewed by the City Solicitor and deemed satisfactory.

Sincerely,

James Burkush

James A. Burkush,
Chief of Department

JAB: llm

ELLIOT HOSPITAL
MEDICAL RESOURCE HOSPITAL AGREEMENT

THIS AGREEMENT is entered into and effective as of the 1st day of April, 2008, ("Effective Date") by and between Elliot Hospital, Elliot Health System, 1 Elliot Way, Manchester, New Hampshire 03103, a New Hampshire voluntary corporation ("Hospital") and Manchester Fire Department, 100 Merrimack Street, NH 03101 ("Unit").

RECITALS

WHEREAS, Hospital is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and exists to provide hospital services in the community, to promote the health of the community, and to ensure that adequate hospital and medical care is available in the community;

WHEREAS, Unit is a licensed emergency medical services unit, as defined in NH RSA 153-A:2, IX and in accordance with Saf-C 5903, providing emergency medical services to the community;

WHEREAS, Hospital is a licensed acute care hospital, which serves as a Medical Resource Hospital, as the term is defined in Saf-C 5901.91;

WHEREAS, Unit is required by Saf-C 5902.02 to contract with a hospital to obtain the education, guidance, professional support and medical direction to enable it to deliver high quality care to members of the community; and

WHEREAS, Hospital is willing and able to provide such services incident to meeting the health needs of the community.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and promises set forth herein, the parties agree as follows.

Section 1. HOSPITAL RESPONSIBILITIES:

1.1. Appointment of Medical Director

Hospital shall be responsible for the appointment of an Emergency Medical Services Medical Director ("Medical Director") who shall serve to provide oversight for the Unit's medical management of patients under established, current NH Patient Care Protocols, administrative services, and to otherwise facilitate the communication between all of the parties, as required under this Agreement, and by Saf-C 5921 and Saf-C 5922, as may be amended from time to time. In the event that the Hospital changes its appointment to another individual, it agrees to notify the other party and the agencies approving this Agreement, in writing, within five (5) days of such change.

1.2. Assistance with Quality Management

The Hospital shall assist in the implementation of a multi-disciplinary quality management program to review the quality of patient care provided in the pre-hospital setting and to critically evaluate the overall performance of the Emergency Medical Services and the Advanced Life Support ("ALS") skills of Emergency Medical Technicians ("EMTs"). All records generated in the course of conducting the quality management program shall be considered privileged and confidential in accordance with NH Trauma Emergency Medical Services Information Systems (TEMSIS), NH RSA 151:13-a and RSA 153-A:9.

1.3. Coordination of Educational Programs

Hospital shall, with the oversight of the Medical Director, be responsible for assisting in the coordination of continuing education/training for EMTs providing ALS. Such education/training shall include, but is not limited to, the use of advanced airway devices and management, cardiac monitoring, EKG interpretation, cardiac pacing, protocol rollouts, defibrillation, and other skills that may be performed by EMTs as determined by the Medical Director and NH Bureau of Emergency Medical Services (NHBEMS) NH Patient Care Protocols and prerequisites, in accordance with Saf-C 5922.

The Medical Director and/or Hospital may at any time request for review any lesson plan(s) and/or training material(s) for any ALS continuing education programs.

Hospital may require EMT skills verification sessions as determined by the Medical Director.

1.4. Policies and Procedures

Hospital shall work with the Unit in developing policies and procedures to address areas which are covered by this Agreement including, without limitation, the procedures related to the supply, use, and control of medications.

1.5. Medication Exchange/Monitoring Program

1.5.1. Hospital shall provide for the exchange of medications, in accordance with procedures established by the Emergency Medical Services Medical Control Board ("Medical Control Board") as defined and establish in NH RSA, Chapter 153-A and in accordance with Hospital Ambulance Restocking Program and Procedures.

1.5.2. This Agreement is intended to cover medications that are not considered controlled substances. If the Unit wishes to enter into an agreement with Hospital for the exchange of drugs that are controlled substances, it will be required to enter into a separate agreement.

1.6. Provision of Vaccinations and Tests

Hospital agrees to provide the Unit's personnel with vaccinations and immunity testing at a reasonable cost to the Unit at a location determined by the parties. The vaccinations may include the influenza vaccine, hepatitis vaccine, and other vaccines as may be deemed appropriate in the future. Hospital agrees to provide Mantoux tuberculosis testing as recommended by infection control agencies and in accordance with hospital policies.

Section 2. UNIT RESPONSIBILITIES

2.1. Appointment of Personnel

Unit shall be responsible for the appointment its own personnel to provide ALS services in the community it serves and for assuring that its personnel are qualified, licensed and trained, in accordance with Saf-C 5903 and the Medical Control Board current NH Patient Care Protocols regarding skills training and prerequisites. Included in its quarterly report to the hospital (see section 2.4.3) each agency will submit electronically a list of active personnel and an email address for each as well as the names of any individuals no longer affiliated with the agency.

2.2. Quality Management

Unit shall be responsible for working with the Hospital on a Quality Management Program to monitor the care received by patients in the pre-hospital setting as further described in paragraph 1.2 of this Agreement.

2.3. Medication Administration Program

2.3.1. Unit agrees to cooperate with the Hospital and to abide by any policies and procedures developed to assure that medications are appropriately administered to patients in the pre-hospital setting.

2.3.2. Unit agrees to monitor medication usage and to secure medications provided to it through the exchange program to prevent unauthorized or inappropriate use.

2.4. Documentation/Record-Keeping

The Unit is responsible for the following:

2.4.1. Producing appropriate and adequate documentation of pre-hospital records, electrocardiograph strips, and other documentation related to patient care, in accordance with Saf-C 5902.8, and providing such records to receiving hospitals as follows:

1. ***Transported Patients:*** Completed Patient Care Records (PCR) should be left at receiving facility prior to Unit leaving hospital if at all possible. If unable to do so, the Unit must complete an approved "drop-off" form such as shown in Appendix A, prior to its departure from receiving facility. In all cases, completed PCR's must be submitted to receiving facility within 4 hours of patient arrival.
2. ***Non-Transported Patients:*** Completed PCR's must be submitted within 24 hours of service to MRH.

2.4.2. Providing, upon proper authorization for disclosure, appropriate documentation and records regarding personnel training, employee health records, ALS certification and recertification records, and equipment maintenance logs.

2.4.3. Providing appropriate documentation of quality assurance activities and providing reports at least quarterly to the Medical Director. These reports shall include a description of all BLS/ALS training activities and all quality assurance/quality improvement activities, as well as any deficiencies identified as well as corrective action taken. These documents are to be treated by the Hospital and Unit as privileged and confidential and are considered protected under New Hampshire law, including but not limited to NH RSA 153-A:34 (Quality Management Program).

a) All reports should be submitted electronically
b) Quarterly Reports shall be submitted by the 15th of each of the following months: April, June, September and January of each year.

2.5. Education

2.5.1. The Unit is responsible for assuring that personnel are available to attend required NHBEMS relicensing, certification requirements, and/or educational session provided by Hospital under this Agreement.

2.5.2. Whenever possible, the Unit should develop and initiate a community Emergency Medical System awareness program and cardiopulmonary resuscitation training sessions.

2.6. Equipment, Medications, and Supplies

2.6.1. The Unit is responsible for acquiring and maintaining the equipment (including proper decontamination of soiled equipment) and supplies necessary to meet the requirements of He-P 1202 and He-P 1204. The EMS Medical Director will assist with review and selection of new equipment for appropriateness.

2.6.2. The Unit is responsible for retrieving and transporting any equipment or reusable supplies which may be left in the Hospital's Emergency Department at the time of transport of a patient to the Emergency Department within seventy two hours of the patient's arrival. Hospital shall have no responsibility for lost or damaged equipment or supplies.

2.6.3. The Unit is responsible for assuring that medications are restocked and that any medications with expired dates are exchanged promptly per hospital pharmacy protocol.

2.7. Acceptance of Decisions

All provider issues related to NH Patient Care Protocol adherence and professional conduct shall be discussed between the Unit Head and Medical Director with recommendations for resolutions. Egregious violations of the current NH Patient Care Protocols or breaches of professional conduct may be forwarded directly to the NHBEMS for investigation, resolution and due process. In addition to the provisions of Section 4.3, the Unit and Medical Director agree to enforce the decisions referred to in this paragraph. The Unit agrees to indemnify and hold the Medical Director and the Hospital harmless from any action which may be brought as a result of such a decision or action by the Unit, providing that the decision was made in good faith.

Section 3. TERM AND TERMINATION

3.1. Term

This Agreement shall commence on the Effective Date and shall continue for one (1) year, with automatic renewals for additional one-year periods, unless terminated sooner as provided herein.

3.2. Termination

This Agreement may be terminated as provided below in this paragraph:

3.2.1. Without Cause. This Agreement may be terminated at any time without cause by either party upon sixty (60) days written notice to the other.

3.2.2. For Cause. This Agreement may be terminated immediately upon the occurrence of any of the following: (i) either party loses its licensure, certification, or accreditation to offer services addressed in this Agreement; or (ii) either party loses the ability to provide services for which this Agreement was sought.

3.2.3. Compliance with Laws. If this Agreement is found to violate any existing or future federal of state laws, including but not limited to, Medicare and Medicaid antikickback laws or laws regarding tax exemption, either party shall have the right to terminate the Agreement, effective upon written notice.

Section 4. MISCELLANEOUS TERMS

4.1. Independent Contractors

It is expressly acknowledged and understood by the parties that each is an "independent contractor" and that nothing in this Agreement is intended to, or shall be construed to, create an employee/employer relationship, a joint venture relationship, a landlord/tenant relationship or to allow one party to have control or direction over the manner or method of the other's performance of the services required hereunder; provided always that the performance of services hereunder shall at all times be in accordance with the law and with the terms and conditions of this Agreement. Each party acknowledges that neither it nor any of its employees or contractors shall be treated as employees of the other for any reason, including but not limited to for purposes of taxes, benefits, liability, or workers' compensation, and that neither party is responsible for any required withholdings or for the payment of any benefits to the other's employees or contractors. Further, in the event the Internal Revenue Service or any other governmental entity should deem one party or any of its employees or contractors to be employees of the other and require that party to make payments on behalf of the other or its employees or contractors, then the party for whom payments have been made shall indemnify the paying party for and against any such payments, penalties or interest.

4.2. Insurance

During the term of this Agreement and all renewals or extensions hereof, each party shall maintain liability insurance or self-insurance in the amount of not less than $275,000 per occurrence and $925,000 annual aggregate covering each party's services rendered. Each party also agrees to maintain Workers' Compensation insurance or self insurance in amounts as required by New Hampshire law. Each party will provide proof of coverage at the time of execution of this Agreement and upon annual renewal of the Agreement.

4.3. Indemnification

Unless expressly provided otherwise herein, each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other. Therefore, each party agrees to indemnify and hold the other harmless from any claim, action, liability, and expense (including costs of judgments, settlements, court costs and attorneys' fees, regardless of the outcome of such claim or action) arising out of or related to any act or omission of the other party or its employees or subcontractors while performing any of the service provided under this Agreement, to the fullest extent permitted by law.

4.4. Confidentiality

Each party agrees to protect to the fullest extent required by federal and state law the confidentiality of any patient information or personnel records generated or received by it in connection with the performance of services hereunder.

4.5. Nondiscrimination

The parties agree not to discriminate against any person on the basis of race, color, age, creed, religion, gender, national origin, veteran's status, sexual orientation, marital status or disability.

4.6. Severability

The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

4.7. Construction

The parties acknowledge that each party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.

4.8. Notices

All notices required under this Agreement are deemed effective on the date mailed by registered or certified mail, postage prepaid, addressed as set forth below or to such other address as the parties may from time to time designate in writing to the corresponding party:

As to Elliot Hospital:	As to Unit:
Elliot Hospital (Attn: EMS/Trauma Coordinator) 1 Elliot Way Manchester, NH 03103	Manchester Fire Department Chief James Burkish 100 Merrimack Street Manchester, NH 03101

4.9. Assignments

This Agreement or any obligations hereunder shall not be assigned.

4.10. Referrals

No consideration under this Agreement or otherwise between the parties is conditioned upon or intended to induce the referral of patients. Each party reserves the right to refer any patient to any other entity or person deemed appropriate for that patient's care.

4.11. Governing Law

This Agreement shall be governed by and construed exclusively under the laws of the State of New Hampshire.

4.12. Entire Agreement/Merger

This Agreement sets for the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.

4.13. Amendment

This Agreement may be amended only in writing signed by both parties. To the extent that the law allows for the amendment of this Agreement orally, the parties hereto specifically acknowledge such right and hereby waive it.

4.14. Captions

All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.

4.15. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement.

4.16. Appendix

Notice of Ambulance Restocking Program

AGREED TO AND ACCEPTED this 1st day of April 2008.

ELLIOT HOSPITAL

BY_____ Date_____
Doug Dean, President/CEO

BY_____ Date_____
Tom D'Aprix, MD EMS Medical Director

MANCHESTER FIRE DEPARTMENT

BY _____ Date_____
James Burkish, Chief of Department

Elliot Hospital
Prehospital EMS Patient Drop Form

Date: _____ Service: Allenstown, Auburn, Bedford, Candia, Deerfield, Goffstown, Hooksett, New Boston, Tri-Town

Name_____ DOB____/____/____ Age_____ Male/Female

Chief Complaint_____

Pertinent Hx/MOI_____

Initial Assessment (Brief) _____

_____

Allergies_____

Meds (not needed if brought to ED with patient)_____

_____

Time	LOC	Pulse	BP	Resp.	Lungs	Pupils	SPO2
	A V P U		/				
	A V P U		/				

Airway	**Treatment**	**ALS**	
o OPA	o CPR	**IV TIME**	**Drugs**: (total given)
o NPA	o Defib	Gauge Cath.	Albuterol
o ETT	o Monitor	Location	Duo-Neb
o COMBI	o Extrication: Length	Solution	Epinephrine
o King LT	o Boards/Collar	Vol. Infused(ml)	Atropine
NRB Liters	o CPAP	Unsuccessful	Morphine
NC Liters			Fentanyl
BVM			Zofran
			OTHER:

Notes_____

_____

_____

_____

EMS Provider (print) Primary _____

Secondary _____

ELLIOT HOSPITAL
MEDICAL RESOURCE HOSPITAL AGREEMENT

THIS AGREEMENT is entered into and effective as of the 1st day of April, 2008, ("Effective Date") by and between Elliot Hospital, Elliot Health System, 1 Elliot Way, Manchester, New Hampshire 03103, a New Hampshire voluntary corporation ("Hospital") and Manchester Fire Department, 100 Merrimack Street, NH 03101 ("Unit").

RECITALS

WHEREAS, Hospital is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and exists to provide hospital services in the community, to promote the health of the community, and to ensure that adequate hospital and medical care is available in the community;

WHEREAS, Unit is a licensed emergency medical services unit, as defined in NH RSA 153-A:2, IX and in accordance with Saf-C 5903, providing emergency medical services to the community;

WHEREAS, Hospital is a licensed acute care hospital, which serves as a Medical Resource Hospital, as the term is defined in Saf-C 5901.91;

WHEREAS, Unit is required by Saf-C 5902.02 to contract with a hospital to obtain the education, guidance, professional support and medical direction to enable it to deliver high quality care to members of the community; and

WHEREAS, Hospital is willing and able to provide such services incident to meeting the health needs of the community.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and promises set forth herein, the parties agree as follows.

Section 1. HOSPITAL RESPONSIBILITIES:

1.1. Appointment of Medical Director

Hospital shall be responsible for the appointment of an Emergency Medical Services Medical Director ("Medical Director") who shall serve to provide oversight for the Unit's medical management of patients under established, current NH Patient Care Protocols, administrative services, and to otherwise facilitate the communication between all of the parties, as required under this Agreement, and by Saf-C 5921 and Saf-C 5922, as may be amended from time to time. In the event that the Hospital changes its appointment to another individual, it agrees to notify the other party and the agencies approving this Agreement, in writing, within five (5) days of such change.

1.2. Assistance with Quality Management

The Hospital shall assist in the implementation of a multi-disciplinary quality management program to review the quality of patient care provided in the pre-hospital setting and to critically evaluate the overall performance of the Emergency Medical Services and the Advanced Life Support ("ALS") skills of Emergency Medical Technicians ("EMTs"). All records generated in the course of conducting the quality management program shall be considered privileged and confidential in accordance with NH Trauma Emergency Medical Services Information Systems (TEMSIS), NH RSA 151:13-a and RSA 153-A:9.

1.3. Coordination of Educational Programs

Hospital shall, with the oversight of the Medical Director, be responsible for assisting in the coordination of continuing education/training for EMTs providing ALS. Such education/training shall include, but is not limited to, the use of advanced airway devices and management, cardiac monitoring, EKG interpretation, cardiac pacing, protocol rollouts, defibrillation, and other skills that may be performed by EMTs as determined by the Medical Director and NH Bureau of Emergency Medical Services (NHBEMS) NH Patient Care Protocols and prerequisites, in accordance with Saf-C 5922.

The Medical Director and/or Hospital may at any time request for review any lesson plan(s) and/or training material(s) for any ALS continuing education programs.

Hospital may require EMT skills verification sessions as determined by the Medical Director.

1.4. Policies and Procedures

Hospital shall work with the Unit in developing policies and procedures to address areas which are covered by this Agreement including, without limitation, the procedures related to the supply, use, and control of medications.

1.5. Medication Exchange/Monitoring Program

1.5.1. Hospital shall provide for the exchange of medications, in accordance with procedures established by the Emergency Medical Services Medical Control Board ("Medical Control Board") as defined and establish in NH RSA, Chapter 153-A and in accordance with Hospital Ambulance Restocking Program and Procedures.

1.5.2. This Agreement is intended to cover medications that are not considered controlled substances. If the Unit wishes to enter into an agreement with Hospital for the exchange of drugs that are controlled substances, it will be required to enter into a separate agreement.

1.6. Provision of Vaccinations and Tests

Hospital agrees to provide the Unit's personnel with vaccinations and immunity testing at a reasonable cost to the Unit at a location determined by the parties. The vaccinations may include the influenza vaccine, hepatitis vaccine, and other vaccines as may be deemed appropriate in the future. Hospital agrees to provide Mantoux tuberculosis testing as recommended by infection control agencies and in accordance with hospital policies.

Section 2. UNIT RESPONSIBILITIES

2.1. Appointment of Personnel

Unit shall be responsible for the appointment its own personnel to provide ALS services in the community it serves and for assuring that its personnel are qualified, licensed and trained, in accordance with Saf-C 5903 and the Medical Control Board current NH Patient Care Protocols regarding skills training and prerequisites. Included in its quarterly report to the hospital (see section 2.4.3) each agency will submit electronically a list of active personnel and an email address for each as well as the names of any individuals no longer affiliated with the agency.

2.2. Quality Management

Unit shall be responsible for working with the Hospital on a Quality Management Program to monitor the care received by patients in the pre-hospital setting as further described in paragraph 1.2 of this Agreement.

2.3. Medication Administration Program

2.3.1. Unit agrees to cooperate with the Hospital and to abide by any policies and procedures developed to assure that medications are appropriately administered to patients in the pre-hospital setting.

2.3.2. Unit agrees to monitor medication usage and to secure medications provided to it through the exchange program to prevent unauthorized or inappropriate use.

2.4. Documentation/Record-Keeping

The Unit is responsible for the following:

2.4.1. Producing appropriate and adequate documentation of pre-hospital records, electrocardiograph strips, and other documentation related to patient care, in accordance with Saf-C 5902.8, and providing such records to receiving hospitals as follows:

1. ***Transported Patients:*** Completed Patient Care Records (PCR) should be left at receiving facility prior to Unit leaving hospital if at all possible. If unable to do so, the Unit must complete an approved "drop-off" form such as shown in Appendix A, prior to its departure from receiving facility. In all cases, completed PCR's must be submitted to receiving facility within 4 hours of patient arrival.
2. ***Non-Transported Patients:*** Completed PCR's must be submitted within 24 hours of service to MRH.

2.4.2. Providing, upon proper authorization for disclosure, appropriate documentation and records regarding personnel training, employee health records, ALS certification and recertification records, and equipment maintenance logs.

2.4.3. Providing appropriate documentation of quality assurance activities and providing reports at least quarterly to the Medical Director. These reports shall include a description of all BLS/ALS training activities and all quality assurance/quality improvement activities, as well as any deficiencies identified as well as corrective action taken. These documents are to be treated by the Hospital and Unit as privileged and confidential and are considered protected under New Hampshire law, including but not limited to NH RSA 153-A:34 (Quality Management Program).

a) All reports should be submitted electronically
b) Quarterly Reports shall be submitted by the 15th of each of the following months: April, June, September and January of each year.

2.5. Education

2.5.1. The Unit is responsible for assuring that personnel are available to attend required NHBEMS relicensing, certification requirements, and/or educational session provided by Hospital under this Agreement.

2.5.2. Whenever possible, the Unit should develop and initiate a community Emergency Medical System awareness program and cardiopulmonary resuscitation training sessions.

2.6. Equipment, Medications, and Supplies

2.6.1. The Unit is responsible for acquiring and maintaining the equipment (including proper decontamination of soiled equipment) and supplies necessary to meet the requirements of He-P 1202 and He-P 1204. The EMS Medical Director will assist with review and selection of new equipment for appropriateness.

2.6.2. The Unit is responsible for retrieving and transporting any equipment or reusable supplies which may be left in the Hospital's Emergency Department at the time of transport of a patient to the Emergency Department within seventy two hours of the patient's arrival. Hospital shall have no responsibility for lost or damaged equipment or supplies.

2.6.3. The Unit is responsible for assuring that medications are restocked and that any medications with expired dates are exchanged promptly per hospital pharmacy protocol.

2.7. Acceptance of Decisions

All provider issues related to NH Patient Care Protocol adherence and professional conduct shall be discussed between the Unit Head and Medical Director with recommendations for resolutions. Egregious violations of the current NH Patient Care Protocols or breaches of professional conduct may be forwarded directly to the NHBEMS for investigation, resolution and due process. In addition to the provisions of Section 4.3, the Unit and Medical Director agree to enforce the decisions referred to in this paragraph. The Unit agrees to indemnify and hold the Medical Director and the Hospital harmless from any action which may be brought as a result of such a decision or action by the Unit, providing that the decision was made in good faith.

Section 3. TERM AND TERMINATION

3.1. Term

This Agreement shall commence on the Effective Date and shall continue for one (1) year, with automatic renewals for additional one-year periods, unless terminated sooner as provided herein.

3.2. Termination

This Agreement may be terminated as provided below in this paragraph:

3.2.1. Without Cause. This Agreement may be terminated at any time without cause by either party upon sixty (60) days written notice to the other.

3.2.2. For Cause. This Agreement may be terminated immediately upon the occurrence of any of the following: (i) either party loses its licensure, certification, or accreditation to offer services addressed in this Agreement; or (ii) either party loses the ability to provide services for which this Agreement was sought.

3.2.3. Compliance with Laws. If this Agreement is found to violate any existing or future federal of state laws, including but not limited to, Medicare and Medicaid antikickback laws or laws regarding tax exemption, either party shall have the right to terminate the Agreement, effective upon written notice.

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4.1. Independent Contractors

It is expressly acknowledged and understood by the parties that each is an "independent contractor" and that nothing in this Agreement is intended to, or shall be construed to, create an employee/employer relationship, a joint venture relationship, a landlord/tenant relationship or to allow one party to have control or direction over the manner or method of the other's performance of the services required hereunder; provided always that the performance of services hereunder shall at all times be in accordance with the law and with the terms and conditions of this Agreement. Each party acknowledges that neither it nor any of its employees or contractors shall be treated as employees of the other for any reason, including but not limited to for purposes of taxes, benefits, liability, or workers' compensation, and that neither party is responsible for any required withholdings or for the payment of any benefits to the other's employees or contractors. Further, in the event the Internal Revenue Service or any other governmental entity should deem one party or any of its employees or contractors to be employees of the other and require that party to make payments on behalf of the other or its employees or contractors, then the party for whom payments have been made shall indemnify the paying party for and against any such payments, penalties or interest.

4.2. Insurance

During the term of this Agreement and all renewals or extensions hereof, each party shall maintain liability insurance or self-insurance in the amount of not less than $275,000 per occurrence and $925,000 annual aggregate covering each party's services rendered. Each party also agrees to maintain Workers' Compensation insurance or self insurance in amounts as required by New Hampshire law. Each party will provide proof of coverage at the time of execution of this Agreement and upon annual renewal of the Agreement.

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Unless expressly provided otherwise herein, each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other. Therefore, each party agrees to indemnify and hold the other harmless from any claim, action, liability, and expense (including costs of judgments, settlements, court costs and attorneys' fees, regardless of the outcome of such claim or action) arising out of or related to any act or omission of the other party or its employees or subcontractors while performing any of the service provided under this Agreement, to the fullest extent permitted by law.

4.4. Confidentiality

Each party agrees to protect to the fullest extent required by federal and state law the confidentiality of any patient information or personnel records generated or received by it in connection with the performance of services hereunder.

4.5. Nondiscrimination

The parties agree not to discriminate against any person on the basis of race, color, age, creed, religion, gender, national origin, veteran's status, sexual orientation, marital status or disability.

4.6. Severability

The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

4.7. Construction

The parties acknowledge that each party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.

4.8. Notices

All notices required under this Agreement are deemed effective on the date mailed by registered or certified mail, postage prepaid, addressed as set forth below or to such other address as the parties may from time to time designate in writing to the corresponding party:

As to Elliot Hospital:	As to Unit:
Elliot Hospital (Attn: EMS/Trauma Coordinator) 1 Elliot Way Manchester, NH 03103	Manchester Fire Department Chief James Burkish 100 Merrimack Street Manchester, NH 03101

4.9. Assignments

This Agreement or any obligations hereunder shall not be assigned.

4.10. Referrals

No consideration under this Agreement or otherwise between the parties is conditioned upon or intended to induce the referral of patients. Each party reserves the right to refer any patient to any other entity or person deemed appropriate for that patient's care.

4.11. Governing Law

This Agreement shall be governed by and construed exclusively under the laws of the State of New Hampshire.

4.12. Entire Agreement/Merger

This Agreement sets for the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.

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This Agreement may be amended only in writing signed by both parties. To the extent that the law allows for the amendment of this Agreement orally, the parties hereto specifically acknowledge such right and hereby waive it.

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All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.

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4.16. Appendix

Notice of Ambulance Restocking Program

AGREED TO AND ACCEPTED this 1st day of April 2008.

ELLIOT HOSPITAL

BY_____ Date_____
Doug Dean, President/CEO

BY_____ Date_____
Tom D'Aprix, MD EMS Medical Director

MANCHESTER FIRE DEPARTMENT

BY _____ Date_____
James Burkish, Chief of Department

Elliot Hospital
Prehospital EMS Patient Drop Form

Date: _____ Service: Allenstown, Auburn, Bedford, Candia, Deerfield, Goffstown, Hooksett, New Boston, Tri-Town

Name_____ DOB____/_____/_____ Age_____ Male/Female

Chief Complaint_____

Pertinent Hx/MOI_____

Initial Assessment (Brief) _____

_____

Allergies_____

Meds (not needed if brought to ED with patient)_____

_____

Time	LOC	Pulse	BP	Resp.	Lungs	Pupils	SPO2
	A V P U		/				
	A V P U		/				

Airway **Treatment** **ALS**

o OPA	o CPR	**IV TIME**	**Drugs**: (total given)
o NPA	o Defib	Gauge Cath.	Albuterol
o ETT	o Monitor	Location	Duo-Neb
o COMBI	o Extrication: Length	Solution	Epinephrine
o King LT	o Boards/Collar	Vol. Infused(ml)	Atropine
NRB Liters	o CPAP	Unsuccessful	Morphine
NC Liters			Fentanyl
BVM			Zofran
			OTHER:

Notes_____
_____
_____
_____

EMS Provider (print) Primary _____

Secondary _____

13-17

Promised Land Survey, LLC
25 Nashua Road, Suite B1, Londonderry, NH 03053
Tel: (603) 432-2112 · Fax: (603) 432-8800
www.PromisedLandSurvey.com

September 25, 2008

City of Manchester, NH
City Clerk's office
Board of Mayor and Alderman
One City Hall Plaza
Manchester, NH 03101

RECEIVED
SEP 25 2008
CITY CLERK'S OFFICE

RE: The Falls at Amoskeag Condominium – release of easements

Dear Board of Mayor and Alderman,

Please find attached herewith a "Release of Easements" document which hereby is intended to be replaced with easements drawn on attached plan and more particularly described as "Drainage Easement Deed" and "Exclusive Fire Boat Access Easement Deed" also attached herewith. The reason for this request and change to the easements emanates from a request by the New Hampshire Department of Environmental Services (NHDES). The issue is that a portion of the existing concrete walk and stair providing pedestrian access to a seasonal dock system situated on the subject parcel was constructed above a segment of existing City storm drain and within the bounds of a corresponding City drainage easement identified on the approved site plan for the residential development recently constructed on this site. Our request and accompanying easements and release should resolve this matter. These documents have been thoroughly reviewed by our legal representatives, as well as have been reviewed and edited by the City's Engineering Division of the Public Works Department.

We have stamped "draft" on copies attached to give you all opportunity to review and comment. Upon the City's acceptance of the information provided, we will request a letter from the City to the NHDES acknowledging this has been completely satisfactorily. Should you have any questions or concerns, or require additional information, please do not hesitate to contact me at the address of number listed.

Thank you.

Respectfully,

Timothy A. Peloquin, LLS
Promised Land Survey, LLC

cc: LaMontagne Builders, Inc.

DRAFT

RELEASE OF EASEMENTS

The City of Manchester, a municipal corporation with an address of One City Hall Plaza, Manchester, New Hampshire 03101 for value and consideration paid release the following easements:

1. Fire Boat Access Easement granted by NHHM, LLC to the City of Manchester by Exclusive Easement deed dated August 2, 2001 and recorded with the Merrimack County Registry of Deeds at Book 6466, Page 2460; and

2. Drainage Easement granted by NHHM, LLC to the City of Manchester by deed dated August 2, 2001 and recorded with the Merrimack County Registry of Deeds at Book 6466, Page 2459.

Executed this _____ day of June, 2008.

City of Manchester

By:_____
Print Name:
Duly Authorized

STATE OF NEW HAMPSHIRE
_____, ss.

On this _____ day of June, 2008, before me the undersigned officer, personally appeared the above-named _____, the duly authorized _____ , known to me (or satisfactorily proven) to be the person whose name is affixed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Manchester, for the purposes therein contained.

_____
Print Name:
Notary Public
My Commission Expires:

DRAFT

DRAINAGE EASEMENT DEED

Hampshire Ventures, Inc., a New Hampshire corporation with an office at 317 South River Road, Bedford, New Hampshire 03110

for consideration paid, grants to

The City of Manchester, a municipal corporation with an address of One City Hall Plaza, Manchester, New Hampshire 03101

with Quitclaim Covenants, an easement as more particularly described herein:

A drainage easement over a certain tract of land situated in the City of Manchester, County of Hillsborough, State of New Hampshire, being shown as "Drainage Easement" on a site plan entitled "The Falls at Amoskeag Condominium (Units 1-9) Condominium Site Plan Tax Map 105, Lot 12A Riverfront Drive, Manchester, NH" dated January 27, 2006, last revised June 5, 2008, prepared by Promised Land Survey, LLC and recorded with Hillsborough County Registry of Deeds as Plan No. _____, said easement area being more particularly bounded and described as follows:

Beginning at a point on the northerly side of Riverfront Drive at the southwest corner of the within described easement area; thence

North 35° 20' 18" West, a distance of 21.23 feet to a point on the northerly side of Riverfront Drive as shown on said plan, said point being the northwest corner of the within described easement area; thence

North 74° 33' 01" East, a distance of 82.96 feet to the shore of the Merrimack River as shown on said plan; thence

Southerly along the shore of the Merrimack River to a point as shown on said plan, said point being the southeast corner of the within described easement area; thence

South 74° 33' 01" West, a distance of 81.28 feet to the place of beginning.

The purpose of this easement deed is to convey to The City of Manchester a drainage easement over the above described premises. The City of Manchester shall have the right to enter into said easement area to install, repair, maintain and replace the drainage easement structures, if any, constructed therein. The City of Manchester shall not be liable for any damage to any of the improvements within the easement area caused by the addition of improvements such as sidewalks, stairs and dock anchors.

Meaning and intending to describe and convey a portion of the premises conveyed to the within Grantor by deed of Spectrum Investment Group, Inc. dated June 1, 2004 and recorded with the Hillsborough County Registry of Deeds at Book 7248, Page 710.

IN WITNESS WHEREOF, Hampshire Venture, Inc. has executed this instrument, this _____ day of June, 2008.

Hampshire Ventures, Inc.

By:_____
Robert S. LaMontagne, President
Duly Authorized

STATE OF NEW HAMPSHIRE
_____, ss.

On this _____ day of June, 2008, before me the undersigned officer, personally appeared the above-named Robert S. LaMontagne, the duly authorized President of Hampshire Ventures, Inc., known to me (or satisfactorily proven) to be the person whose name is affixed to the foregoing instrument and acknowledged that he executed the same on behalf of the limited liability company, for the purposes therein contained.

_____
Print Name:
Notary Public
My Commission Expires:

DRAFT

EXCLUSIVE FIRE BOAT ACCESS EASEMENT DEED

Hampshire Ventures, Inc., a New Hampshire corporation with an office at 317 South River Road, Bedford, New Hampshire 03110

for consideration paid, grants to

The City of Manchester, a municipal corporation with an address of One City Hall Plaza, Manchester, New Hampshire 03101

with Quitclaim Covenants, an easement as more particularly described herein:

An exclusive fire boat access easement over a certain tract of land situated in the City of Manchester, County of Hillsborough, State of New Hampshire, being shown as "Fire Boat Access Easement" and "Existing Concrete Boat Ramp" on a site plan entitled "The Falls at Amoskeag Condominium (Units 1-9) Condominium Site Plan Tax Map 105, Lot 12A Riverfront Drive, Manchester, NH" dated January 27, 2006, last revised June 5, 2008, prepared by Promised Land Survey, LLC and recorded with Hillsborough County Registry of Deeds as Plan No. _____.

The purpose of this easement deed is to convey to The City of Manchester the perpetual right and easement to construct, maintain, repair and replace the fire boat access easement and boat ramp as shown on said plan. The City of Manchester is conveyed the exclusive easement to pass and repass over said easement area for fire prevention and other emergency municipal government purposes consistent therewith. This fire boat access easement shall not be used by the general public for access to the Merrimack River.

By the acceptance of this deed the City of Manchester agrees to install and maintain a gate at the westerly end of said fire boat access easement. The City of Manchester shall provide to the grantor, its successors and assigns, a copy of all keys necessary to open said gate. The City of Manchester shall not be liable for any damage to any of the improvements within the easement area caused by the addition of improvements such as sidewalks, stairs and dock anchors.

Meaning and intending to describe and convey a portion of the premises conveyed to the within Grantor by deed of Spectrum Investment Group, Inc. dated June 1, 2004 and recorded with the Hillsborough County Registry of Deeds at Book 7248, Page 710.

IN WITNESS WHEREOF, Hampshire Ventures, Inc. has executed this instrument, this _____ day of May, 2008.

Hampshire Ventures, Inc.

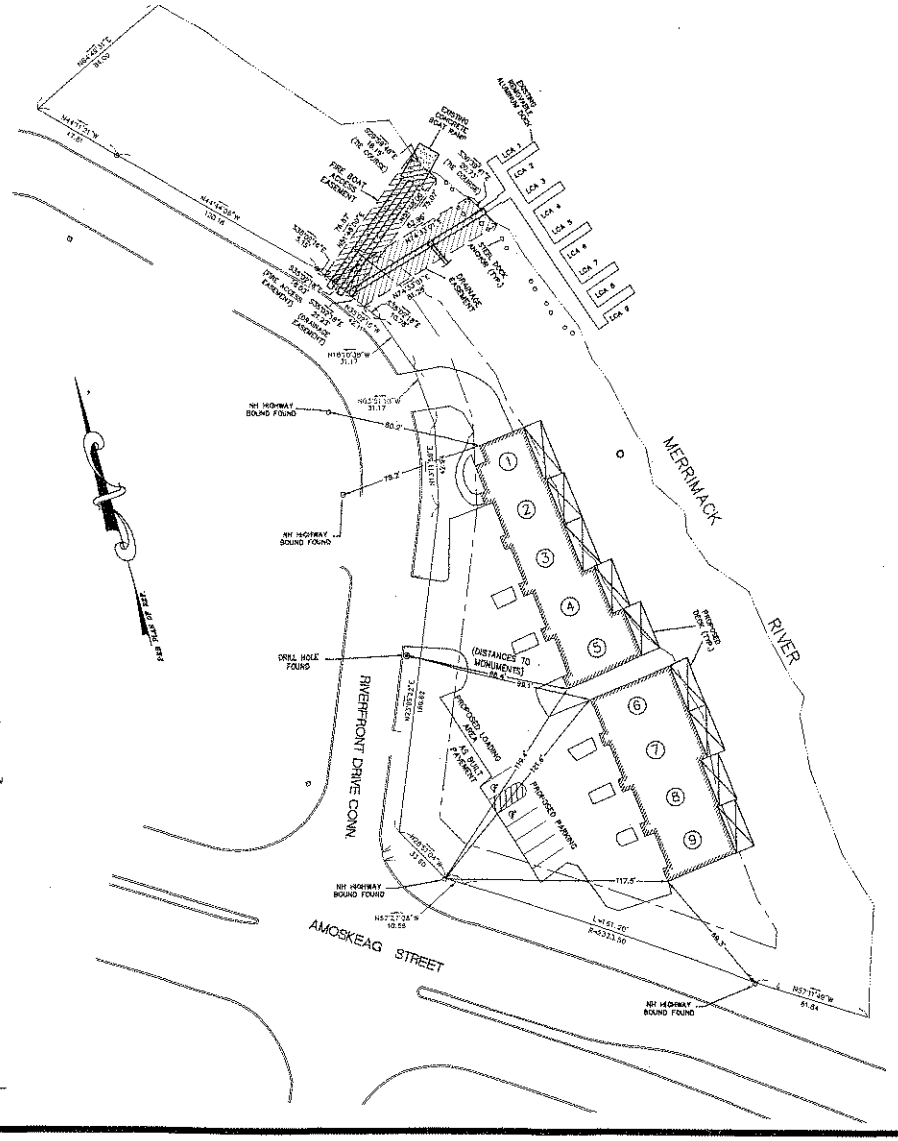
By:_____
Robert S. LaMontagne, President
Duly Authorized

STATE OF NEW HAMPSHIRE
_____, ss.

On this _____ day of May, 2008, before me the undersigned officer, personally appeared the above-named Robert S. LaMontagne, the duly authorized President of Hampshire Ventures, Inc., known to me (or satisfactorily proven) to be the person whose name is affixed to the foregoing instrument and acknowledged that he executed the same on behalf of the limited liability company, for the purposes therein contained.

_____
Print Name:
Notary Public
My Commission Expires:

Unit Nmbr	Progress	Slab Elev.	FF Elev.	2nd F Elev.	Ridge
1	Substantially Complete	188.5	201.1	212.1	230.9
2	Substantially Complete	189.5	201.1	212.2	230.9
3	Substantially Complete	189.5	201.1	212.1	231.2
4	Substantially Complete	189.5	201.1	212.1	232.1
5	Substantially Complete	189.5	201.1	212.2	233.8
6	Substantially Complete	191.4	203.2	214.2	237.1
7	Substantially Complete	191.5	203.2	214.2	237.1
8	Substantially Complete	191.3	203.2	214.2	235.9
9	Substantially Complete	191.4	203.1	214.2	234.4



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

THIS PLAN TO SUPERCEDE HCRD PLAN #35164 SHEET 1 OF 3

NOTES

1) THE PURPOSE OF THIS PLAN IS TO ASSIST IN THE PREPARATION OF CONDOMINIUM DOCUMENTS AND TO DEMONSTRATE THE LOCATION OF THE FIRE BOAT ACCESS AND DRAINAGE EASEMENTS SHOWN.
2) THIS DOCUMENT DOES NOT CONSTITUTE A BOUNDARY PLAN.
3) WITH REGARD TO THE FIRE BOAT ACCESS AND DRAINAGE EASEMENTS, DISTANCES SHOWN EMANATING FROM THE ROAD ROW AND TERMINATING AT THE MERRIMACK RIVER ARE SHOWN FOR MATHEMATICAL PURPOSES ONLY. THE INTENT IS THAT THE EASEMENT EXTEND TO THE PROPERTY BOUNDARY.

PLANS OF REFERENCE

1) "RESIDENTIAL SITE PLAN RIVER LANDING AT AMOSKEAG FALLS MAP 105; LOT 12-A MANCHESTER, NEW HAMPSHIRE," PREPARED BY KEACH-NORDSTROM ASSOCIATES, DATED JULY, 2003, LAST REVISED MAY 10, 2004; SHEET 1 OF 8; NOT FOUND RECORDED.
2) TAX MAP 105 LOT 12 AND 12A BOUNDARY PLAN OF LAND OF BRAVERMAN REALTY, RIVERFRONT DRIVE MANCHESTER, NH; PREPARED FOR SHEEHAN BASS AND GREEN. SCALE: 1"=40'; MAY 3, 1999. PREPARED BY TF MORAN; SEE HCRD PLAN 29900.
3) "THE FALLS AT AMOSKEAG CONDOMINIUM..."; PREPARED BY PROMISED LAND SURVEY; DATED JANUARY 27, 2007; REVISED 04-18-08; SCALE 1" = 30'; SEE HCRD PLAN #34718.
4) FOR REFERENCE TO THE TWO EXISTING EASEMENTS SHOWN SEE HILLSBOROUGH COUNTY REGISTRY OF DEEDS BOOK 6466 PAGES 2459 AND 2460.

I, TIMOTHY A. PELOQUIN, LICENSED LAND SURVEYOR, HEREBY CERTIFY THAT THIS SITE PLAN COMPLIES WITH N.H. RSA 356-B:20; AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HERE ON HAVE BEEN SUBSTANTIALLY COMPLETED (EXCEPT THAT WHICH IS LABELED OTHERWISE) AND THAT THIS PLAN SHOWS THE DIMENSIONS AND LOCATION OF EASEMENTS TO WHICH THIS SITE IS SUBJECT AND ANY AND ALL ENCROACHMENTS IF ANY BY OR ON ANY PORTION OF THIS SITE AND THAT ALL COMMON AREAS AND LIMITED COMMON AREAS (IF SHOWN) ARE DESIGNATED HEREON.

I FURTHER CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN. (RSA 676.18,III)

A COPY OF THIS PLAN HAS BEEN FILED WITH THE TOWN OF OF MANCHESTER, NH PLANNING BOARD.

TIMOTHY A. PELOQUIN, LLS DATE

THE FALLS AT AMOSKEAG CONDOMINIUM
(UNITS 1-9)

CONDOMINIUM SITE PLAN
TAX MAP 105 LOT 12A
RIVERFRONT DRIVE CONN.
MANCHESTER, NEW HAMPSHIRE
JANUARY 27, 2006

SCALE: 1"=30' SHEET 1 OF

Promised Land Survey, LLC
25 Nashua Road, Suite 1
Londonderry, NH 0305
Tel: (603) 432-2112 • Fax: (603) 432-88
www.PromisedLandSurvey.com
Land Surveying • Wetlands • Planning • Permitting • Layo

REVISIONS			
1	03-22-06	add proposed dock, decks et al	TWL
2	04-18-06	update site name, etc.	TWL
3	12-01-06	add retrovable docks	TWL
4	05-09-08	add easements	TWL
5	06-05-08	revise easements	TWL
NO.	DATE	DESCRIPTION	BY

PLS PROJECT #08

Z:\0845\dwg\AG AS-BLT1.dwg 6/5/2008 8:23:00 AM EDT

TABLED ITEMS

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

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

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

be denied at this time.

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

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

IN BOARD OF MAYOR & ALDERMEN

DATE: June 5, 2007

ON MOTION OF ALD. Lopez

SECONDED BY ALD. Forest

VOTED TO table.

CITY CLERK

Respectfully submitted,

Clerk of Committee

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

The undersigned, being in the minority vote of the Committee on Bills on Second Reading respectfully recommend, after due and careful consideration, that Ordinance:

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

ought to pass.

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

Respectfully submitted,

Alderman Mike Lopez

IN BOARD OF MAYOR & ALDERMEN

DATE: June 5, 2007

ON MOTION OF ALD. Lopez

SECONDED BY ALD. Forest

VOTED TO table.

CITY CLERK

16-2

City of Manchester
New Hampshire

In the year Two Thousand and Seven

AN ORDINANCE

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

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

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

Beginning at a point on the centerline of Parkview Street, said point being on the zone boundary line between the B-2 (General Business) zone district and the R-1B (Residential One Family) zone district, and being approximately 115 ft. easterly of the centerline of South Lincoln Street, prior to this amendment;

Thence, easterly along the centerline of Parkview Street, for a distance of approximately 130 ft. to a point;

Thence, southerly along the property line of TM 381/47, and TM 381/46, extended, for a distance of approximately 162 ft. to a point;

Thence, westerly along the property line of TM 381/47, and TM 381/49 for a distance of approximately 30 ft. to a point;

Thence, northwesterly along the zone boundary line between the B-2 (General Business) zone district and the R-1B (Residential One Family) zone district, prior to this amendment, a distance of approximately 190 ft., to a point, said point being the point of beginning.

Said description to include a portion of TM 381/47 consisting of approximately 10,280 square feet of private land, to be rezoned from R-1B (Residential One Family) to B-2 (General Business) zone district, after this amendment.

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

16-3

Craig, Deachman & Cowie, PLLC

ATTORNEYS AT LAW
Since 1929

84 Bay Street
Manchester NH 03104
Phone 603•669•3970
Phone 603•665•9111
Fax 603•296•2289

William H. Craig
James W. Craig
W. John Deachman
Marc van Zanten

April 17, 2007

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

Re: Frederick H. Nixon, Jr.
466 So. Willow Street, Manchester, New Hampshire

Dear Mr. Bernier:

Enclosed herein please find an original Proposed Zoning Amendment which we are filing on behalf of Mr. Nixon regarding the above-referenced matter. Please also find enclosed our check in the amount of $300.00 to cover filing fees for same.

Thank you for your attention to this matter.

Very truly yours,

James W. Craig, Esquire

JWC/jlb
Enclosure

cc: Frederick H. Nixon, Jr.

May 15, 2007.
In Board of Mayor and Aldermen.

On motion of Alderman Smith, duly seconded by Alderman Thibault, it was voted to refer to the Cmte. on Bills on Second Reading and refer to public hearing on June 4, 2007 at 6:30 PM.

City Clerk

RECEIVED
APR 19 2007
CITY CLERK'S OFFICE

BOARD OF ADJUSTMENT

CITY OF MANCHESTER, NH

IN RE: 466 SO. WILLOW STREET, MANCHESTER, NH

PROPOSED ZONING AMENDMENT

OWNER: Frederick H. Nixon, Jr.

1. Property Description

The property at issue is located at 466 So. Willow Street in Manchester, New Hampshire. It is Map 381, Lot 47 on the Manchester Tax Map (TAB A) located at the intersection of So. Lincoln Street at Parkview Street. It is currently leased to Auto-Torium of 1313 Hooksett Road, Hooksett, New Hampshire. The entire lot is used as a car dealership.

2. Statement of Purpose

The Nixon lot has been used for years as an automobile dealership. The front portion of the lot, closest to So. Willow Street, is zoned B-2 (General Business District) which is a permitted use. The rear of the lot (in yellow) (TAB B) is zoned R-1B (Neighborhood) in which the use is not permitted. It is the intention of this proposal to have the City of Manchester extend the B-2 Zone to include all of Tax Map 381, Lot 47. We have also attached a Proposed site Plan for your information. (TAB C).

3. Property Tax Map

The property Tax Map indicates the Nixon Lot (381-47) and demonstrates how the lot is bisected by the current zoning layout.

4. Impact of Proposed Amendment

The Nixon lot has been used as an auto dealership since the 1960's. Since that time South Willow Street has developed into the premier retail/wholesale area in the City. The Nixon lot fronts upon So. Willow Street. Hertz Rental abuts the lot. Directly across So. Willow Street are commercial uses such as Dynatune Batteries Plus, Payday and U-Haul. Directly off of So. Willow Street and behind the Nixon lot are residential neighborhoods on Parkview Street and Doris Street. This is a classic case where commercial uses abut residential neighborhoods but since this has been the case since the 1960's and there will be no change in use, there should be no impact on existing adjacent neighborhoods.

5. Impact on City

Since this is a minor change in the zoning ordinance and since it is being requested to accommodate a long existing use, there should be no impact upon the City's economy, environment, municipal services or facilities.

6. Abutters

See attached list

7. Fee attached

$300.00 Enclosed.

LIST OF ABUTTERS

446 So. Willow Street – Bradford Oil Co., Inc. – Lot 437-3

469 So. Willow Street – Charles Zoulias – Lot 437-1L, 1K

476 So. Willow Street – Theodore Katsarakes – Lot 381-48

428 So. Willow Street – Donald W. York – Lot 381-21

264 So. Lincoln Street – Dora Hitchen – Lot 381-33

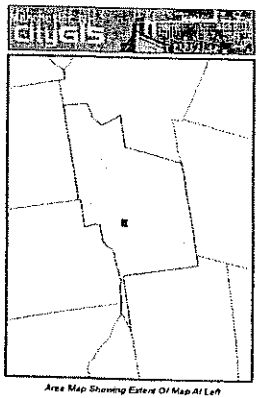
24 Parkview Street – Thomas Stanley, Jr. – Lot 381-34

34 Parkview Street – Phyllis P. Kline – Lot 381-35

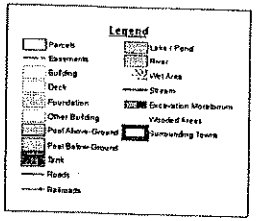
42 Parkview Street – Richard K. Provencher – Lot 381-36

41 Parkview Street - Jennifer L. Jones – Lot 381-46

24 Doris Street – Victoria Engheben – Lot 381-49



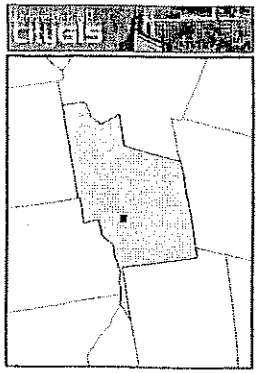
Area Map Showing Extent Of Map At Left

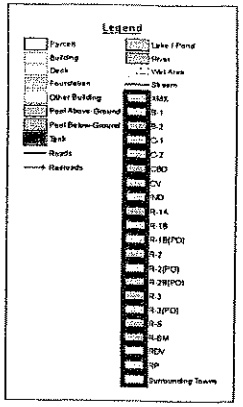


City of Manchester, New Hampshire - CityGIS Map Print

DISCLAIMER

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





6-91

City of Manchester, New Hampshire - CityGIS Map Print

0 25 50 100 Feet

DISCLAIMER

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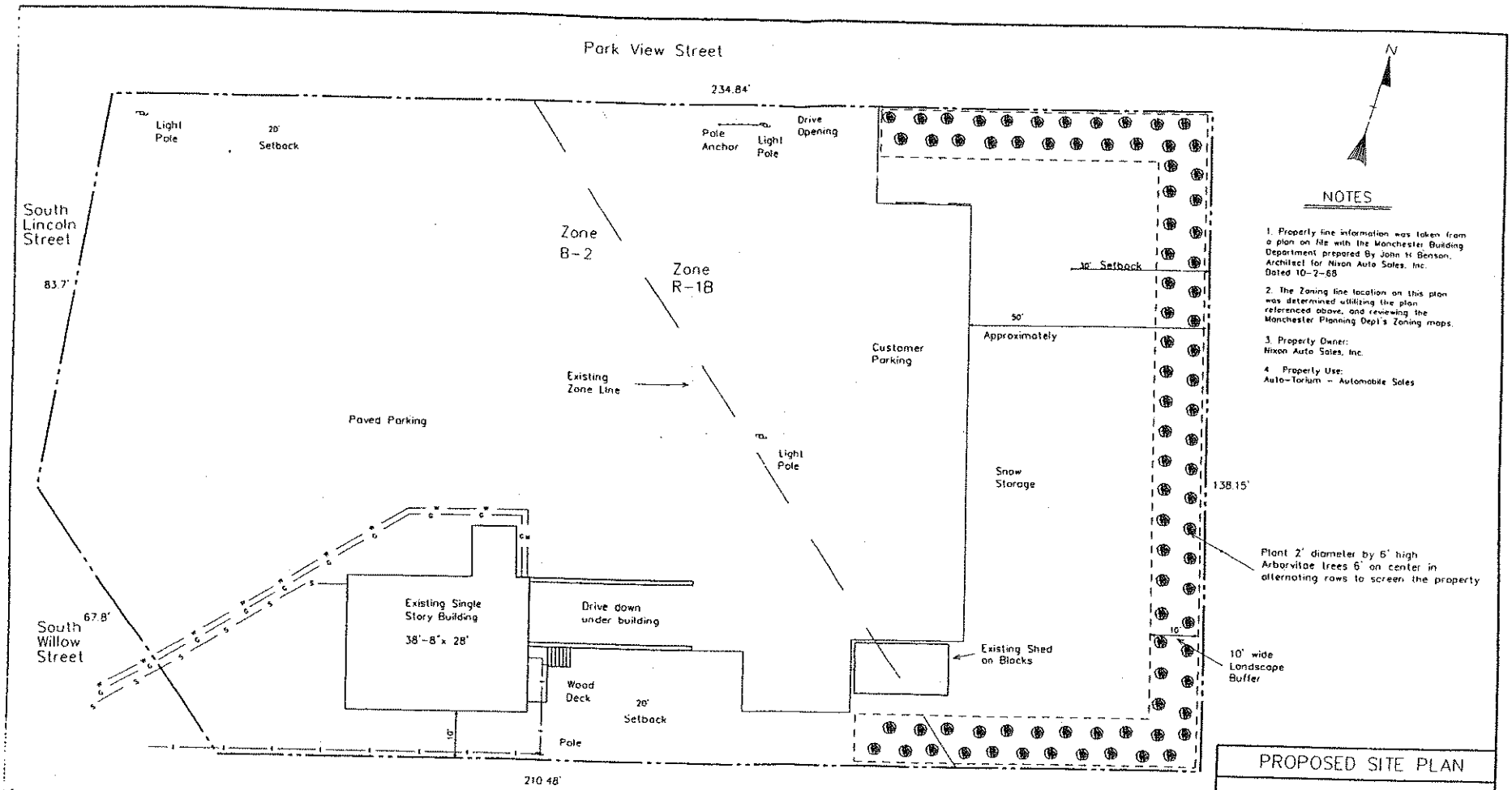


PROPOSED SITE PLAN

AUTO-TORIUM
486 SOUTH WILLOW ST.
MANCHESTER, NEW HAMPSHIRE

Civil Engineer
Brian Lombard, PE

Amoskeag Falls Management Corporation
PO Box 927 1650 Elm Street - Suite 201
Manchester, New Hampshire 03105 (603) 828-4311
Engineers and Construction Managers

NO.	DESCRIPTION	BY	DATE

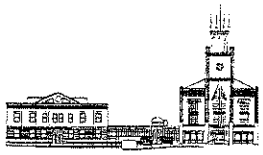
DATE: APRIL 10, 2001
Scale: 1" = 10'
DRAWN BY: CHECKED BY: PROJECT
SHEET NO. S-1

Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commision
Millyard Design Review Committee

May 11, 2007

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

Re: Technical Review for Rezoning Petition – 466 South Willow Street

Dear Mr. Bernier:

In accordance with the policy on rezoning requests, the following information is provided in consideration of a rezoning request filed by the owner's counsel for property at 466 South Willow Street, known as Tax Map 381/Lot 47. The subject parcel is located on the southeasterly corner of South Willow Street and Parkview Street. The front portion of the lot is zoned *General Business (B-2),* while the rear portion is zoned *Residential (R-1B).* The applicant is requesting that the rear portion of the site be rezoned to *B-2,* consistent with the front portion of the site.

The entire parcel is approximately 32,700 SF, with more than half of the parcel in the *B-2* zoning district. The parcel has been used as an auto dealership since the 1960's, although the use of the rear portion of the site has been limited because it is zoned residential, not business. While the front portion of the site is adjacent to, and across from, business and industrial uses, the rear portion of the site proposed for rezoning abuts residences on both Parkview Street and Doris Street.

While the future land use map of the 1993 Master Plan for the City of Manchester indicates residentially zoned parcels on the easterly side of South Willow, southerly towards the area of Jobin Drive, many of these parcels are now developed with commercial uses either through variance action or rezoning. As with all rezoning requests that propose the extension of a commercial zone further into a residential zone, the issue that needs to be addressed is the impact of additional commercial activity on the adjacent residential parcels.

RECEIVED
MAY 14 2007
CITY CLERK'S OFFICE

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

16-11

From a technical perspective, the petition to rezone the rear portion of the parcel at 466 South Willow Street may be forwarded to the Board of Mayor and Aldermen for their consideration and for a public hearing. Consistent with the policy for rezoning petitions, I am forwarding a copy of this report and the petition to the Planning Board, the Building Department and the Office of the City Solicitor for their comment.

The Planning Director or I will be available to answer any questions that the Board may have.

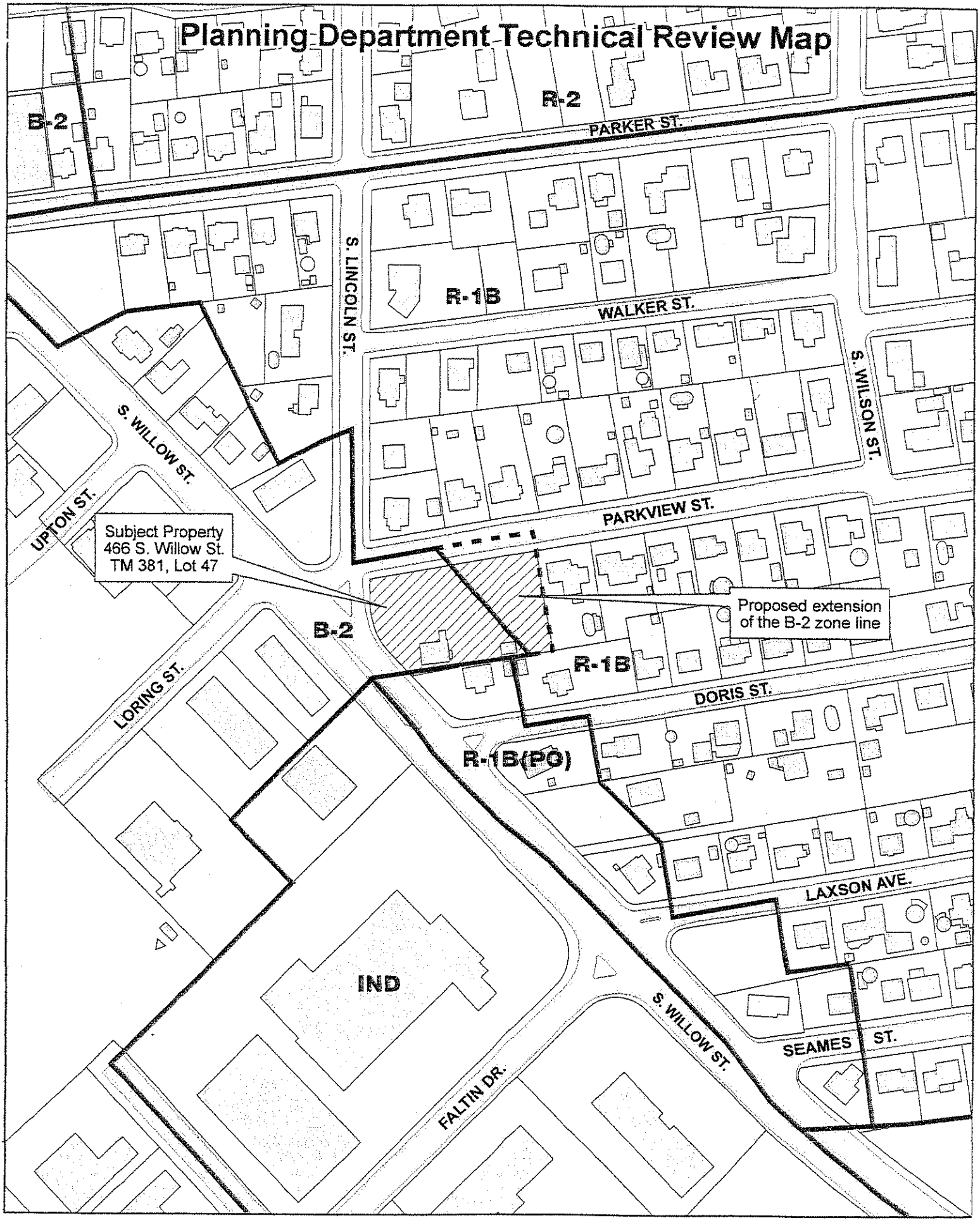
Respectfully submitted,

Pamela H. Goucher, AICP
Deputy Planning Director

C: Planning Board
Building Department
Office of the City Solicitor

16-12

Planning Department Technical Review Map



1. This map was prepared by the City of Manchester Planning & Community Development Department (D. Beauchesne) on May 14, 2007.

0 25 50 100 150 200 Feet

11-13

CITY OF MANCHESTER

Planning and Community Development

Robert S. MacKenzie, AICP
Director

Planning
Community Improvement Program
Growth Management

Staff to:
Planning Board
Heritage Commision
Millyard Design Review Committee

May 30, 2007

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

Re: Planning Board Comments on rezoning requests: 116 South Main Street; 316 & 322 South Main Street and 466 South Willow Street

Dear Mr. Bernier:

In accordance with the procedures on rezoning requests, the Planning Board has reviewed the above three rezoning requests and would like to offer the following comments:

116 South Main Street: The Planning Board, while recognizing that the property is split by the zoning boundary had some concerns about the potential impact of business activities on the backyards of residential properties on Walker Street (and perhaps the adjacent Piscataquog Trail). The Board would suggest that should the Board of Mayor and Aldermen wish to approve this request, that either the proposed Business zoning line be pulled back 25 feet from the residential properties on Walker Street or the BMA require the project to come to the Planning Board for site plan review so that an appropriate buffer and screening be implemented.

316 & 322 South Main Street: The Planning Board believes that these lots may be more appropriately zoned B-1 as requested. They also believed that the Board of Mayor and Aldermen may, at some point, want to consider rezoning the entire section of South Main Street from these properties down to Woodbury Avenue.

466 South Willow Street: The Planning Board again recognizes that the zone line crosses the property and makes a portion of the lot unusable. They did question the possible impact on adjacent residential properties, however. As in 116 South Main Street, the Planning Board suggests that should the Board of Mayor and Aldermen wish to approve this request, the BMA require the project to come to the Planning Board for site plan review so that an appropriate buffer and screening be implemented to protect the adjacent residential properties.

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

Sincerely,

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

C: Planning Board Chairman

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

16-14

CITY OF MANCHESTER
Board of Aldermen

June 5, 2007

The Honorable Jerome Duval, Chairman
Committee on Bills on Second Reading
One City Hall Plaza
Manchester, NH 03101

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

Dear Mr. Chairman and Committee Members:

Based on the history and testimony from neighbors in the area at last evening's rezoning public hearing regarding the above petition I wish to note to following for the Committee's consideration.

This particular property has been a source of neighborhood complaints for many, many years. It would be my recommendation that improvements be made to the lot as it should have been many years ago! Once such improvements have been made we will be able to get feedback from the neighborhood residents. But, at this time considering the emotional testimony presented last evening let's not further destroy the quality of life in the neighborhood.

As their Aldermanic representative I, therefore, would strongly **recommend denial** of this petition for rezoning at this current time. Your favorable consideration of my request is greatly appreciated.

Sincerely,

Michael D. Garrity
Alderman – Ward 9

One City Hall Plaza, Manchester, NH 03101 Phone (603) 624-6455 Fax (603) 624-6481
www.ManchesterNH.gov

16-15

AN ORDINANCE

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

May 15 2007

In Board of Mayor and Aldermen.

Read a first time and Ref. to BOA

6-4-07 PH held

6-5-07 BOA - Majority Rpt-Deny

~~Minority Rpt-OTP~~

Table both

6-5-07 BMA - Reports

City Clerk.

16-16

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

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 17th 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

_____
Witness

By:_____
Arthur Solomon, Managing Director

Dated:_____

17-10

PURCHASER:

CITY OF MANCHESTER

_____

Witness

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

Dated: _____

EXHIBIT A

PROPOSED QUITCLAIM DEED

17-12

(Space Above this Line Reserved for Registry of Deeds)

QUITCLAIM DEED AND AGREEMENT

Granted Premises: 2 Line Drive, Manchester, New Hampshire

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

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 herby 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

17-16

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.

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

GRANTOR:

NH TRIPLE PLAY, LLC

_____ By:_____

Witness 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

_____ By:_____

Witness 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

17-16