

AGENDA

BOARD OF MAYOR AND ALDERMEN

October 21, 2008
Mayor and all Aldermen

7:30 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Mayor Guinta calls the meeting to order.
2. The Clerk calls the roll.
3. Presentation by HVS, Convention, Sports, Entertainment Facilities Consulting, to present the feasibility study regarding the expanded Convention Center Facilities.
(Note: Executive summary attached; Full presentation to be distributed at the meeting.)
4. Update of the Fiscal Year 2009 forecast.
(Note: Attachment forwarded to Board prior to meeting.)

CONSENT AGENDA

5. 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:
245 Gray Street
384 Troy Street

Informational to be Received and Filed

- B.** Communication from Mayor Guinta suggesting that the November meetings of the Board of Mayor and Aldermen ought to be changed to Wednesday November 12, 2008 and Tuesday November 25, 2008.
(Note: Letter previously forwarded to all Aldermen on October 14, 2008.)
- C.** Monthly Bulletin from the City of Manchester Health Department for October 2008.

REPORTS OF COMMITTEES

COMMITTEE ON PUBLIC SAFETY, HEALTH & TRAFFIC

- D.** The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that a request from Jeff Eisenberg, Manchester Monarchs, for permission to place yard signs at the following area businesses from Saturday, October 4, 2008 through Saturday, October 18, 2008:

- 2 signs at JFK Arena
- 1 sign at West Side Arena
- 1 sign at Gill Stadium
- 1 sign at Mammoth Road (by Derryfield Country Club)
- 1 sign at Livingston Park

be approved.

(Aldermen O'Neil, J. Roy and Ouellette voted yea. Chairman Shea voted in favor of all sites with the exception of Mammoth Road and Livingston Park. Alderman Sullivan could not be reached. Vote was taken via phone poll on October 2, 2008.)

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

- 6.** Communication from Thomas C. Nichols, City Assessor, regarding his retirement to occur by the end of October, 2008.
(Note: Letter previously forwarded to Mayor and all Aldermen on October 9, 2008.)
Ladies and Gentlemen, what is your pleasure?

7. Communication from David Smith regarding his resignation as the Executive Director of the First Transit, Inc. effective on October 31, 2008, and in addition the MTA Board of Commissioners announcement of the election of Mr. Carey Roessel as the new Executive Director effective October 22, 2008.

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:

Heritage Commission

Jeffrey Nyhan, term to expire January 1, 2011.

June E. Trisciani, alternate member, term to expire January 1, 2010.

Ladies and Gentlemen, what is your pleasure?

10. Report(s) of the Special Committee on Solid Waste, if available.

Ladies and Gentlemen, what is your pleasure?

11. Report(s) of the Committee on Community Improvement, if available.

Ladies and Gentlemen, what is your pleasure?

12. Report(s) of the Committee on Public Safety, Health and Traffic, if available.

Ladies and Gentlemen, what is your pleasure?

13. Report(s) of the Committee on Accounts, Enrollment and Revenue Administration, if available.

Ladies and Gentlemen, what is your pleasure?

14. Report(s) of the Special Committee on Energy Contracts and Related Activities, if available.

Ladies and Gentlemen, what is your pleasure?

15. A motion is in order to recess the meeting to allow the Committee on Finance to meet.

16. Mayor Guinta calls the meeting back to order.
17. Report of Committee on Finance, if available.
Ladies and Gentlemen, what is your pleasure?
18. Communication from Karen O. Wadsworth, Clerk of the House of Representatives, relating to House Concurrent Resolution # 10, urging communities to conduct handicap parking awareness days and urging the State of New Hampshire to declare October as Handicap Parking Awareness Month.
Ladies and Gentlemen, what is your pleasure?
19. Communication from Karen O. Wadsworth, Clerk of the House of Representatives, relating to House Concurrent Resolution #11, urging municipalities to establish an annual free tire collection day.
Ladies and Gentlemen, what is your pleasure?
20. Warrant to be committed to the Tax Collector for collection under the Hand and Seal of the Board of Mayor and Aldermen for the collection of sewer charges.
(Note: Clerk to present amount at meeting.)
Ladies and Gentlemen, what is your pleasure?
21. Communication from Pamela Goucher, Interim Planning Director, relative to the application for Urbanized Shoreland Exemption.
(Note: Report previously forwarded to Mayor and all Aldermen on October 14, 2008.)
Ladies and Gentlemen, what is your pleasure?
22. Communication from Michael J. McClusky, Manchester Development Corporation, to approve an agreement with Wall Street Towers Limited Partnership (WST) to facilitate the refinancing of the Wall Street Tower project as outlined in report.
(Note: Proposal previously forwarded to Mayor and all Aldermen on October 14, 2008.)
If the Board so desires, a motion would be in order to approve the agreement with Wall Street Towers Limited Partnership as recommended by staff and representatives of Manchester Development Corporation in the attached document.

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

“Amending the FY 2005 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Eight Thousand Eight Hundred Seventy Seven Dollars (\$28,877) for the FY 2005 CIP 210505 School Based Dental Services Program.”

“Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Seven Thousand Six Hundred Ninety Dollars and Eleven Cents (\$37,690.11) for the FY 2007 CIP 710907 Annual Bridge Maintenance Project.”

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Ten Thousand Dollars (\$10,000) for the FY 2009 CIP 213309 Firesafe Project.”

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Fourteen Thousand Five Hundred Seventy Five Dollars (\$14,575) for the FY 2009 CIP 213909 Safe Routes to Schools Project.”

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Eight Thousand Dollars (\$8,000) for the FY 2009 CIP 214009 Medical Reserve Corp. Program.”

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Eight Thousand Dollars (\$8,000) for the FY 2009 CIP 214109 Juvenile Delinquency Prevention Program.”

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Sixteen Thousand Nine Hundred Thirteen Dollars (\$116,913) for the FY 2009 CIP 411909 COPS Law Enforcement Technology Grant Program.”

“Amending the FY2009 Community Improvement Program, authorizing and appropriating funds in the amount of Twelve Thousand Nine Hundred Dollars (\$12,900) for the FY2009 CIP 711609 Storm Drain Infrastructure Project.”

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

TABLED ITEMS

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

24. 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 the Office of City Clerk; Previously forwarded to Mayor and all Aldermen; Tabled 06/05/2007)

25. 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)

26. NEW BUSINESS
 - A. Communications
 - B. Aldermen

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

Feasibility Study for the

Manchester Convention Center

Manchester, New Hampshire

Prepared by:

HVS Convention, Sports and Entertainment
205 West Randolph, Suite 1650
Chicago, Illinois 60606
312-587-9900
312-587-9908 FAX

Submitted to:

Jay Minkarah
Manchester Economic Development Office
1 City Hall Plaza
Manchester, NH 03101
Phone: (603) 624-6505 x 4103
Fax: (603) 624-6308
Email: JMinkarah@ci.manchester.nh.us

1. Executive Summary

Overview

The City of Manchester engaged HVS Convention, Sports & Entertainment Facilities Consulting ("HVS") to analyze the market potential and anticipated demand for a proposed convention center development in Manchester, New Hampshire. HVS concludes that there is significant market demand to support the proposed Manchester Convention Center. Throughout this report, HVS examines market characteristics of the local area, trends in the convention industry, comparable and competing facilities, and demand potential for the proposed convention center.

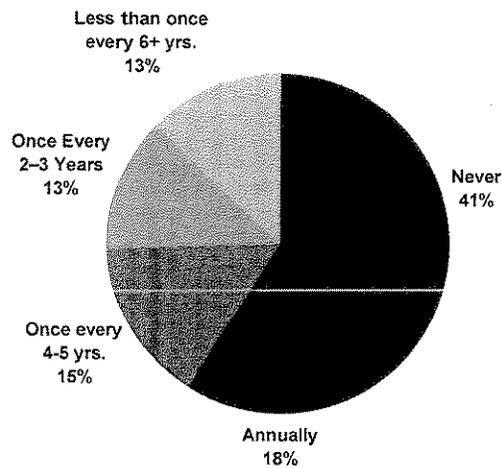
Market Trends

During the past few years, the convention and meeting industry has resumed growth after a three year period of decline corresponding with a national economic recession at the beginning of the decade. Since the beginning of 2008, attendance declined from the prior, most likely a reflection of the economic slow down. Across the nation, supply of convention centers has been increasing significantly, but the growth in supply has slowed over previous years. New Hampshire has not been part of this growth in space unlike Massachusetts and other neighboring states.

Survey Results

HVS surveyed event planners to assess their attitudes toward Manchester as an event destination and to gauge their interest in bring events to a proposed convention center or to a renovated Radisson Hotel and Convention Center ("Radisson"). While event planners currently rank Manchester below average with respect to the ability to attract attendees and overall destination appeal, a majority of these planners admit they are not knowledgeable about Manchester. Moreover, the proposed convention center could significantly address these concerns. Currently, despite not being knowledgeable about Manchester, about 18 percent of event planners surveyed in this study indicated they would annually use a new convention center in Manchester, as shown in the chart below, while 41 percent said they would never hold an event at the proposed convention center in Manchester.

**Chart 1-1
Frequency of Use at the Proposed Convention Center in Manchester**



Source: HVS Survey

HVS also interviewed a smaller number of event planners in one-on-one telephone interviews. We asked these event planners several questions relating to their use of the Radisson, especially regarding their facility requirements and their satisfaction.

Roughly half of the key informants interviewed hosted consumer shows at the Radisson, while one third hosted tradeshows/conventions. A majority of key informants remarked that staff friendliness and helpfulness during their events were exceptional, while a number of key informants noted that the function space was one of the most positive attributes of the Radisson. Planners noted that accessibility and location, with Manchester in the center of New England, acted as positive attributes of the City. The most negative influences on their desire to hold events at the Radisson include its dated/tired aesthetics and pricing policies. Additional concerns include poor acoustics, poor food quality, booking problems, and the inability to break out the exposition hall into smaller areas.

The size of the Radisson's function space limits its ability to serve a significant portion of local and regional demand. HVS sees potential for the City of

**Facility
Recommendations**

Manchester to better serve the current demand, as well as potential to attract a much larger portion of the regional market with a larger convention center. HVS recommends new and/or expanded infrastructure so as the City of Manchester's total convention facility package includes approximately:

- 60,000 square feet of exhibition space,
- 15,000 square feet of ballroom space
- 12,000 square feet of meeting space, and
- A 400-room full-service hotel.

Demand Projections

Based on our market research, surveys, and an evaluation of comparable facilities, HVS forecasts stabilized demand potential of approximately 250 events, with annual attendance of approximately 105,750 people. Achieving these projections would require a marketing plan that effectively focuses on local and regional conventions and tradeshow and consumer shows.

The following report provides a detailed discussion of our market analysis, industry trends, comparable facilities, competitive facilities, survey and interview findings, and demand analyses for the proposed Manchester Convention Center.

Feasibility Study for the

Manchester Performing Arts

Center

Manchester, New Hampshire

Prepared by:

HVS Convention, Sports and Entertainment
205 West Randolph, Suite 1650
Chicago, Illinois 60606
312-587-9900
312-587-9908 FAX

Submitted to:

Jay Minkarah
Manchester Economic Development Office
1 City Hall Plaza
Manchester, NH 03101
Phone: (603) 624-6505 x 4103
Fax: (603) 624-6308
Email: JMinkarah@ci.manchester.nh.us

1. Executive Summary

Overview

The City of Manchester engaged HVS Convention, Sports & Entertainment Facilities Consulting ("HVS") to analyze the market potential and anticipated demand for a performing arts center in Manchester, New Hampshire. HVS worked with a committee of local leaders, and tourism, hospitality, and performing arts industry representatives, who provided insight into the local market and the interests and needs of the community.

HVS analyzed market characteristics of the local area, trends in the performing arts industry, comparable and competing facilities, interviews with local performing arts centers, performing arts groups, event promoters, and demand and financial potential for the proposed Manchester Performing Arts Center ("MPAC").

Local Market Trends

Manchester benefits from positive economic indicators, with population and personal income sufficient to support demand for performing arts events. Manchester's accessibility and its proximity to Boston may also provide Manchester with an advantage, acting as a lower-cost alternative, closer and easier to access than Boston for a substantial part of the population base.

Performing Arts Industry Trends

Current trends in the theater industry reveal the importance of non-ticket revenue sources and fundraising and overall contributed income. From 2005 through 2006 the number of theaters receiving endowments substantially increased. The number of donors decreased, but the average contribution rose substantially, resulting in an overall increase in donations. Theaters changed their revenue mix, as a result of decreases in ticket revenue.

Changes in demographics and attendee interests have also caused theater venues to alter and diversify their programs. Attendance in a majority of performing arts event types decreased substantially from 2002 through 2006, especially in touring groups. New England remains above the average of all areas in the United States in attendance for each performing art category. Current attendees of performing arts events want to increase the number of performances they attend.

Key Informant Interviews

HVS conducted interviews with representatives of community performing arts groups/producers. These groups throughout New Hampshire indicated they mainly host plays and musicals, averaging between 10 and 40 performances per year. While a majority of informants from New Hampshire indicated they are satisfied with the current options of venues, most performing arts groups from Manchester expressed dissatisfaction with the current venues. Twenty-two percent of informants indicated they would use a new performing arts center 1 to 4 times per year, 17 percent would use it 10 to 19 times per year, and 11 percent would use it 20 times per year, with increases in attendance expected at many of these events. Roughly 50 percent of informants reported that they would never use a new performing arts center in Manchester, a majority of which are located at least 30 miles from Manchester and near towns/cities with a strong existing supply of performing art venues.

Other comments by key informants include the following:

- The current facilities in Manchester do not offer the capacity and technologies needed for many types of performances (especially theater performances) including a lack of wing space, stage space, lighting capabilities, and good acoustics.
- Many of the facilities local performing arts groups currently use are located in Manchester, but are not in downtown Manchester and give the perception to potential audience members that the venue is far away, thereby limiting attendance. A number of performing arts groups also indicated that they often host their performances outside of Manchester, which limits attendance.

Competitive and Comparable Venues

The analysis of local and regional competitive venues indicates that there is a lack of affordable, high quality local performing arts venues, whose main priority is to serve local performing arts groups. Within the region, a few venues including the Verizon Wireless Arena and the Capital Center for the Arts host larger, touring performing arts groups. However, the Verizon Wireless Arena is unable to sell out seats to these events that typically occupy only half of their facility, while the Capital Center looks to find a new niche in the market, as traditional theater-goers decrease in attendance.

HVS analyzed venues outside the region that range from 2,000 to 4,000 seats and are capable of hosting touring shows, and compared their markets to Manchester. In comparison to these markets, Manchester's population within

a 30-minute drive proves to be a significant disadvantage for any new large theater. While Manchester has a strong population within a 60-minute drive, it is typically the primary market that drives a majority of capital support and attendance. Therefore the ability for the community to support a new large theater would be constrained by the limited population. Most large theaters have more than one prominent resident arts group. New Hampshire has few large and prominent performing arts groups, and thus a new large theater would have significant complications retaining resident companies with frequent performances and large audiences. Without these resident companies it is difficult for a large theater to succeed.

HVS analyzed the markets of venues outside the region that serve primarily local theater events and groups with seating capacity ranging from approximately 400 to 600 seats. In comparison to these markets, Manchester's population within a 30-minute drive time falls second to last among all mid-sized theater comparable markets, but it has the largest population within its actual city limits. Additionally, it ranks above average in all income parameters, relative to comparable mid-sized theater markets, providing, along with its strong city population, an advantage in raising capital funds and the willingness for the community to attend events.

Facility Program and Site Recommendations

HVS does not recommend the development of a larger theater (2,000 to 4,000 seats), due to a relatively weak primary market area, lack of interest from local performing arts groups, and potentially negative impacts on existing venues. However, to serve local performing arts groups and attract regional performing arts groups, HVS recommends a 500-seat theater along with a black box experimental theater with capacity for 150 seats. The program recommendations are described in Section 6 of this report.

HVS evaluated potential sites for the proposed MPAC and recommended a preferred site. HVS analyzed the same six sites presented in HVS' "Feasibility Study for the Manchester Convention Center." HVS used a list of 17 criteria evaluate each site. Site C, the Pearl Street Site emerges as the preferred site, as it is centrally located, minimizes neighborhood impact, and provides good accessibility, as well as being centrally located within downtown Manchester.

Demand and Financial Analysis

HVS used the National Endowment for the Arts 2002 Survey of Public Participation in the Arts, as described in Section 3, to estimate the level of participation in the performing arts in Manchester, information on demand at comparable venues, and user surveys to forecast demand for the proposed

venue. Table 1-1 shows projected events and attendance by type of event in the first five years of operations.

Table 1-1
Projections of Events and Attendance

	2011	2012	2013	2014	2015
Performances					
Presentations	10	13	15	15	15
Plays	20	23	25	25	25
Musicals	16	18	20	20	20
Dance	5	5	5	5	5
Children's Theater	5	8	10	10	10
Lectures	5	8	10	10	10
Receptions	7	10	10	10	10
Studio Theater	20	26	30	30	30
Studio Dance	1	15	20	20	20
Total	89	126	145	145	145
Average Attendance					
Presentations	400	400	400	400	400
Plays	400	400	400	400	400
Musicals	400	400	400	400	400
Dance	400	400	400	400	400
Children's Theater	400	400	400	400	400
Lectures	200	200	200	200	200
Receptions	200	200	200	200	200
Studio Theater	100	100	100	100	100
Studio Dance	100	100	100	100	100
Total Attendance					
Presentations	4,000	5,200	6,000	6,000	6,000
Plays	8,000	9,200	10,000	10,000	10,000
Musicals	6,400	7,200	8,000	8,000	8,000
Dance	2,000	2,000	2,000	2,000	2,000
Children's Theater	2,000	3,200	4,000	4,000	4,000
Lectures	1,000	1,600	2,000	2,000	2,000
Receptions	1,400	2,000	2,000	2,000	2,000
Studio Theater	2,000	2,600	3,000	3,000	3,000
Studio Dance	100	1,500	2,000	2,000	2,000
Total	26,900	34,500	39,000	39,000	39,000

Source: HVS

For the purposes of this study HVS assumes that the project would open in 2011 and its demand would stabilize in 2013 at approximately 95 events in the mid-sized theater and 50 events in the studio theater (black box) for a total of 145 events.

Table 1-2 provides a five-year forecast of financial operations of the proposed MPAC. Event demand stabilized in year 2013 but inflationary growth of revenue and expenses (assumed to be three percent per year) drive subsequent changes in operating revenue and expenses.

Table 1-2
Five-Year Forecast of Income and Expense

	2011		2012		2013		2014		2015	
	\$	% of Total	\$	% of Total	\$	% of Total	\$	% of Total	\$	% of Total
OPERATING REVENUE										
Facility Rental	91,000	16.3%	\$119,000	16.3%	\$141,000	16.4%	\$148,000	16.4%	\$155,000	16.4%
Presenting Revenue	189,000	33.6%	249,000	34.2%	302,000	35.1%	317,000	35.1%	332,000	35.0%
Food & Beverage (Gross)	121,000	21.6%	160,000	21.9%	182,000	21.2%	191,000	21.2%	200,000	21.1%
Novelties	16,000	2.9%	20,000	2.7%	23,000	2.7%	24,000	2.7%	25,000	2.6%
Box Office	63,755	11.4%	79,768	10.9%	92,467	10.8%	97,000	10.7%	102,000	10.8%
Facility Surcharge	78,021	14.0%	101,337	13.9%	120,609	14.0%	127,000	14.1%	133,000	14.0%
Total	\$559,000	100.0%	\$729,000	100.0%	\$860,000	100.0%	\$903,000	100.0%	\$948,000	100.0%
OPERATING EXPENSES										
Salaries	\$838,000	149.9%	\$847,000	116.2%	\$889,000	103.4%	\$934,000	103.4%	\$980,000	103.4%
Benefits	126,000	22.5%	127,000	17.4%	133,000	15.5%	140,000	15.5%	147,000	15.5%
Administrative & General	189,000	33.8%	191,000	26.2%	201,000	23.4%	211,000	23.4%	222,000	23.4%
Event Programming	161,000	28.8%	212,000	29.1%	256,000	29.8%	269,000	29.8%	283,000	29.9%
Marketing & Sales	158,000	28.3%	160,000	21.9%	168,000	19.5%	176,000	19.5%	185,000	19.5%
Box Office Expense	10,000	1.8%	12,000	1.6%	14,000	1.6%	15,000	1.7%	15,000	1.6%
Total	\$1,481,000	264.9%	\$1,548,000	212.3%	\$1,661,000	193.1%	\$1,744,000	193.1%	\$1,831,000	193.1%
OPERATING INCOME (LOSS)	(\$922,000)	-164.9%	(\$819,000)	-112.3%	(\$801,000)	-93.1%	(\$841,000)	-93.1%	(\$863,000)	-93.1%
NON-OPERATING REVENUE										
Donations	\$631,000	112.9%	\$638,000	87.5%	\$670,000	77.9%	\$704,000	78.0%	\$739,000	78.0%
Interest Income	126,000	22.5%	128,000	17.6%	134,000	15.6%	141,000	15.6%	148,000	15.6%
Grants	63,000	11.3%	64,000	8.8%	67,000	7.8%	70,000	7.8%	74,000	7.8%
Total	\$821,000	146.9%	\$830,000	113.9%	\$871,000	101.3%	\$915,000	101.3%	\$960,000	101.3%
NON-OPERATING EXPENSES										
Capital Maintenance Reserve	\$11,000	2.0%	\$22,000	3.0%	\$34,000	4.0%	\$45,000	5.0%	\$47,000	5.0%
Insurance	11,000	2.0%	15,000	2.1%	17,000	2.0%	18,000	2.0%	19,000	2.0%
Total	\$22,000	3.9%	\$36,000	4.9%	\$52,000	6.0%	\$63,000	7.0%	\$66,000	7.0%
TOTAL NET INCOME (LOSS)	(\$124,000)	-22.2%	(\$26,000)	-3.6%	\$18,000	2.1%	\$10,000	1.1%	\$11,000	1.2%

HVS concludes that the ongoing operation of the proposed venue would require a sustained fund raising operation typical of most performing arts centers. The development of the venue would require a public/private partnership led by parties interested in fostering the growth of performing arts in Manchester.



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED
OCT 02 2008
CITY CLERK'S OFFICE

I/we, Iris Korcoulis, the
Name(s)

owner(s) of the real estate abutting upon 245 Craig St
Street Address

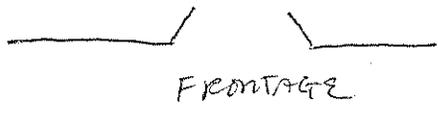
Manchester, NH 03103

Description (including footage): 90.23' of Frontage

NOT including driveway. Driveway
is 25 ft wide & lot is
FIAT - 2 additional curbs at end
of driveway.

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: Iris M. Korcoulis
Owner

P.O. Box 4338, Manchester, NH 03108
Mailing Address

Cell - 603-703-1375

Phone #: 603-232-3939

Date: 10-1-08



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

We, ELAINE D. MURPHY AND EDMUND J. MURPHY, the
Name(s)

owner(s) of the real estate abutting upon 384 TORY ROAD
Street Address

Manchester, NH 03104

Description (including footage): PROPERTY HAS APPROXIMATELY 100FT OF STREET FRONTAGE INTERRUPTED BY A DRIVEWAY THAT IS APPROXIMATELY 15FT WIDE.

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: *Elaine Murphy*
Owner

Edmund Murphy
Owner

Mailing Address

Phone #: 660-8080 Date: 9/15/08



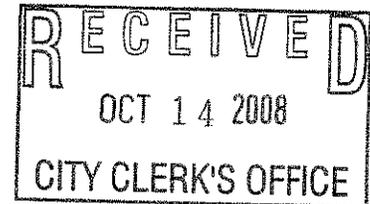
City of Manchester

Office of the Mayor
Hon. Frank C. Guinta

October 14, 2008

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

Subject: BMA meeting schedule - November



Dear Members of the Board:

In light of the upcoming election, the Board needs to change the date for the November 4 meeting. I believe that we should still meet twice during the month of November, and suggest meetings for Wednesday, November 12 and Tuesday, November 25.

If any member of the Board wishes to offer an alternative meeting schedule for the month of November, I will be glad to entertain the matter at the October 21 meeting.

Sincerely,

Frank C. Guinta
Mayor

B-1



**CITY OF MANCHESTER HEALTH DEPARTMENT
MONTHLY BULLETIN – OCTOBER 2008**



Public Health
Prevent. Promote. Protect.

CITY CLERK'S OFFICE

Chronic Disease Prevention & Neighborhood Health Division

RECEIVED

“Broken Windows” and Health

In communities throughout the country, there is a growing body of evidence linking the relationship between neighborhood deterioration measures and health outcomes. A similar connection was made in 1982, when social scientists, James Wilson and George Kelling, first published the “Broken Windows” theory exploring the relationship between the social environment, physical neighborhood conditions and crime. Their theory suggested that unsafe environments subject to vandalism filled with graffiti, deterioration, trash, and abandoned cars provided a signal that there were no rules and that no one cared. Public health researchers are now speculating that given an environment that tolerates behaviors that would otherwise be considered antisocial as described by authors Wilson and Kelling, residents may have few reasons not to engage in high-risk sexual, drug-use, and other unhealthy behaviors.



The Weed & Seed strategy, in partnership with the Mayor’s Graffiti Task Force, has been working with neighborhood watch groups to revitalize Manchester’s neighborhoods and build “collective efficacy” – residents’ willingness to help out for the common good - through beautification and restoration projects. As part of these efforts, Home Depot Manchester will be conducting their Month of Service on October 10th by placing community planters throughout Manchester’s Neighborhood Revitalization Strategy Area, filled with fall flora to brighten the community and enhance the City’s green spaces. The planters will be maintained by local business partners such as C.A. Hoitt Furniture, Brothers Pizza, Kay’s Bakery, Pappy’s Pizza and Absolute Styling, as well as several neighborhood watch groups. In addition, Home Depot will remove graffiti from the Adam D. Curtis Skate Park and along the Merrimack River Walk and Bridge, utilizing a newly donated power washer with other graffiti removal supplies generously provided by the National Coalition for Graffiti Removal. These public-private partnerships not only enhance quality of life, but may have implications for the long-term health and resilience of the community as well.

Community Health Division

**Accessing a Medical Home:
Solutions for Refugees Resettling in Manchester**

The City of Manchester has a rich history in welcoming new residents from all over the world and continues to embrace refugees from a variety of countries, including Bhutan, Iraq and Africa. Since July 1, 2008, a total of 125 new arrivals have resettled within the City of Manchester. The Division of Community Health enjoys meeting with families shortly after arrival to provide immunization assessments and updates, health orientation presentations, tuberculin skin testing, as well as lead screening and anemia screening for children. However, linking families to a comprehensive medical home is a priority as refugees often present with an array of complex health problems. Currently, the International Institute of New Hampshire works to ensure that families have access to health care.

For many years, a refugee’s point of access for primary health care services was either the Catholic Medical Center Refugee Clinic or Manchester Community Health Center. Recently, Dartmouth-Hitchcock Manchester and Child Health Services began accepting new arrivals within their practices. The additional options provide expanded access and assurance that families will receive comprehensive primary care within a medical home.

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

Environmental Health Response to Flooding

The Environmental Health Division plays an integral role in the response to flooding events. The Division maintains a 24/7 response capacity to public health emergencies. The Division worked closely with Manchester Fire, Police and Parks and Recreation and Public Works Departments as well as and the NH Bureau of Emergency Management, NH Department of Environmental Services, Dam Bureau and Department of Transportation to assist in recovery efforts from the flooding of September 6,7. The Division visited over 30 food service establishments to assess possible impact of flooding on food items and facilities. The Division administrative staff sent out over 100 floods recovery guidance packets (developed after the flooding of 2006) to residents affected, using the Fire Department "run-sheets" from the event. The Department played an active role in briefing homeowners in the affected Crosbie Street neighborhood. We visited each house to offer an assessment of damage in conjunction with other agencies, as well as provide access to cleaning resources. We assisted in the coordination of services to repair the sewage pump station for the neighborhood. We visited the Manchester Police, Fire and Library to assure that proper clean up and containment measures were implemented, as well as visiting affected schools. We updated the Health Department and City's websites, to highlight flood recovery resources for the public. For more information on cleaning up after a flood, please call 624-6466.

School Health Division

School Health Advisory Council

The School Health Advisory Council (SHAC) is meeting the second Wednesday of every month. We are focusing on the Health Education Curriculum this year, working with Mary Bubnis from the New Hampshire Department of Education. She has proposed a curriculum review day where vendors can bring published materials available for consideration in an effort to find a comprehensive K-12 curriculum for our schools. We are also helping to coordinate a Health Fair for parents of middle school-age students. It will be held at Hillside Middle School on October 23 at 7PM. Mini discussions will cover nutrition and physical activity, prescription drug abuse, depression, and W.A.I.T., a program designed to help students choose healthy behaviors.

Monthly Spotlight

Staff Recognition

Anna Thomas: Anna Thomas, MPH, Deputy Public Health Director has been selected as the recipient of this year's University of New Hampshire, Department of Health Management & Policy Alumni Recognition Award. The award acknowledges alumni who are making important contributions to the fields of health services administration and leadership and public health, who demonstrate the value of life-long learning, and whose contributions support the missions of the undergraduate and graduate programs. Deputy Director Thomas will receive her award at a ceremony during UNH's Homecoming Weekend on October 10th.

Joan O'Neil: The Health Department joined many in the community in mourning the recent passing of Joan O'Neil. Mrs. O'Neil spent many years as an administrative assistant at the MHD and was truly a special person to all who had the honor to work with her.

FOR MORE INFORMATION

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



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

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that a request from Jeff Eisenberg, Manchester Monarchs, for permission to place yard signs at the following area businesses from Saturday, October 4, 2008 through Saturday, October 18, 2008:

- 2 signs at JFK Arena
- 1 sign at West Side Arena
- 1 sign at Gill Stadium
- 1 sign at Mammoth Road (by Derryfield Country Club)
- 1 sign at Livingston Park

be approved.

(Aldermen O'Neil, J. Roy and Ouellette voted yea. Chairman Shea voted in favor of all sites with the exception of Mammoth Road and Livingston Park. Alderman Sullivan could not be reached. Vote was taken via phone poll on October 2, 2008.)

Respectfully submitted,


Clerk of Committee

Date: October 2, 2008

Please poll the committee on the following new locations for the banners

- 2 - JFK Arena
- 1 - West Side Arena
- 1 - Gill Stadium
- 1 - Mammoth Road (in ground by DCC)
- 1 - Livingston Park

The Monarch's were forced to seek alternate sites when the State wouldn't allow placement at the Amoskeag rotary.

Phone Poll:

Chairman Shea – yea to JFK, West Side Arena and Gill Stadium, nay to Mammoth Road and Livingston Park

Alderman O'Neil - yea

Alderman Sullivan – Left a message, could not be reached

Alderman J. Roy - yea

Alderman Ouellette - yea

September 8, 2008



Chairman William Shea
Committee on Public Safety, Health & Traffic
c/o Office of the City Clerk
One City Hall Plaza
Manchester, NH 03101

Dear Chairman Shea and Committee members:

In anticipation of our upcoming season, we have begun formulating ideas for creating "buzz" for our Opening Night on Saturday, October 18. One of our ideas involves placing well-designed signage elements in various locations throughout Manchester for a two-week period.

To make it a win-win for both the City of Manchester and the Monarchs, we have designed the proposed signage to promote the City in association with the Monarchs. The example below is a visual of our banner concept. The tagline "Manchester is Monarchs Country" would not only promote the team, but also the City. It is our goal to encourage pride in Manchester, while raising awareness of our Opening Night.



We are requesting permission to place yard signs at area businesses, major roads and rotaries throughout the city. The signs would mimic the banner concept, communicating the same tagline and containing the Manchester logo as well as the Monarchs Lion Head. These yard signs would be put up for the two weeks leading up to Opening Night – Saturday, October 4 through Saturday, October 18. The Manchester Monarchs would be responsible for installing and removing the yard signs from all City locations.

The roads, intersections and rotaries to be targeted include:

- Amoskeag Rotary
- Lake Massabesic Rotary
- East Industrial Drive
- Second Street
- Queen City Ave
- Elm Street
- Bridge Street
- Mammoth Road
- Kelley Street
- Canal Street
- Commercial Street
- Granite Street

Kate Berway has spoken on our behalf to Kevin Sheppard of the Highway Department and Leon LaFreniere of the Building Department about these concepts. They have given us their approval to move forward with the campaign.

With your cooperation, we can make this campaign a success for both the City of Manchester and the Monarchs.

Thank you again for your consideration.

Respectfully,

Jeff Eisenberg
President, Manchester Monarchs



Verizon Wireless Arena • 555 Elm Street
Manchester, NH 03101-2509

603.626.7825 • Fax 603.626.7022 • www.monarchshockey.com



DB



CITY OF MANCHESTER, NH

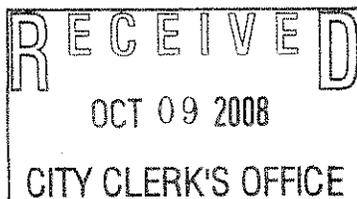
Board of Assessors

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



David M. Cornell, Chairman
Thomas C. Nichols

Christine Hanagan
Assistant to Assessors



October 9, 2008

Honorable Mayor Frank C. Guinta, Chairman Mike J. Lopez, Board of Aldermen
One City Hall Plaza
Manchester, NH 03101

Dear Honorable Mayor C. Guinta, Chairmen Mike J. Lopez and Aldermen:

Thirty-five years ago I was hired and had the privileged to work for the City of Manchester and the Citizen of Manchester.

I had a wonderful career first working in the Tax Collector Office for four years as 2nd Deputy Tax Collector under Felix Catudal, then 13 thirteen years in Finance working for Joseph Acorace, Finance Director, and Madeline Roy, Deputy Finance Director. Then in 1990 I went over to the Assessors office as the Assistant to the Assessors, working under William W. Lynch, Paul R.R. Martineau and Paul W. Porter, Jr. Then on September 6, 1994 I was elected as the 20th Assessor along with Steven G. Tellier who was elected the 19th Assessor. It's been great working with and all the Chairmen, William W. Lynch, Paul R. R. Martineau, and Paul W. Porter, Jr. under the old charter and Steven G. Tellier and David M. Cornell and staff under the new charter.

I have dedicated long hours to benefit the Board of Mayor and Aldermen and the citizens of our great city. I worked diligently to accomplish the many challenges of my job. I can look back now and say I truly enjoyed my career with the City of Manchester.

I am planning on retiring at the end of October, 2008.

Sincerely,

Thomas C. Nichols

Thomas C. Nichols
Assessor

RECEIVED

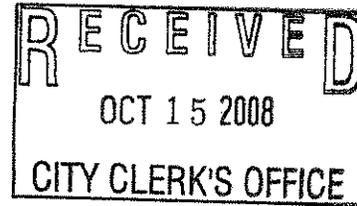
OCT 07 2008

MAYOR'S OFFICE

Memorandum



To: Honorable Mayor Frank Guinta
Honorable Board of Mayor and Aldermen
From: David Smith, Executive Director - MTA
Date: October 7, 2008
Subject: New Executive Director at MTA



This is to let you know that I have resigned from employment with First Transit, Inc., and service to the Manchester Transit Authority, effective on October 31, 2008. I will be moving to southern Maine later this fall to begin a new chapter in life with my fiancé, and will continue to work in the transit industry on a consulting basis.

I have truly enjoyed working with the many dedicated people of MTA and the City of Manchester and I treasure the friendships made here in Manchester during the past seven years. I have appreciated the opportunity to work with you and thank you for your personal encouragement and your support of public transit in our community.

The MTA Board of Commissioners has selected Mr. Carey Roessel as the new Executive Director of the Manchester Transit Authority effective October 22, 2008. Mr. Roessel served over twenty years with the Capital District Transit Authority in Albany, New York, and since 2006 as General Manager for First Transit, Inc. at the Potomac and Rappahannock Transit Commission in Woodbridge, Virginia.

A handwritten signature in cursive script that reads 'David Smith'.

David Smith

Cc: MTA Commissioners
MTA Employees



City of Manchester

Office of the Mayor
Hon. Frank C. Guinta

October 7, 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) Jeffrey Nyhan to succeed A. Joseph Dion (resignation) as a member of the Heritage Commission, term to expire January 1, 2011;
- (2) June E. Trisciani succeed Jessica Heavey (resignation) as an alternate member of the Heritage Commission, term to expire January 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.

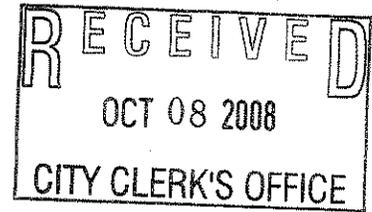
Sincerely,

Frank C. Guinta
Mayor

9-1

Jeffrey J. Nyhan

98 Alsace St
Manchester, NH 03102
603.300.8285 mobile
jeffnyhan@yahoo.com



Experience:

Security Officer

State of New Hampshire/ MCC

Apr 08-Pres

Maintain Safety and Security of Manchester Community College. Duties include effectively dealing with disruptive students, investigating possible threats to the college and staff, conducting interior patrols as well as outside patrols, assisting with door unlocks, wellness checks, parking lot escorts, and dealing with any situations that may be brought to my attention.

Security Officer

Elliot Hospital, Manchester, NH

Aug 07- Pres

I am Responsible for the safety and security of Elliot Hospital staff, patients, visitors and property. Duties include exterior patrol of hospital grounds as well as off site locations, interior patrols of hospital, assist staff with various duties as needed. Provide rapid response to Emergency situations including Aggressive patients, Medical alerts and kinder guard alarms. Other Duties assigned as needed.

Armed Security Supervisor

Portsmouth Naval Shipyard, Kittery, ME

Aug 06- Dec 07

Duties include guarding entrance and exit points, ensuring proper ID credentials before granting access, viewing and performing inspections of vehicles as necessary and monitoring access control.

Transportation Specialist

C.H. Robinson Worldwide, Bedford, NH

Aug 04-Jan 06

Responsible for overseeing the logistical planning of customers' freight, as well as maintaining customer and carrier relationships while building a strong customer base.

Account Representative

Northern Business Machines, Bedford, NH

Oct 03-May 04

Manage personal sales territory. I was Responsible for extensive product knowledge, maintenance and growth of customer base and relationships. Involved in all aspects of customer service, including cold-call prospecting, proposal preparation and presentation and instillation of new cliental.

Education:

Granite State College

Manchester, NH

Expected Apr 09

Bachelor Degree: Criminal Justice Administration

New Hampshire Technical Institute

Concord, NH

Sept 99 - May 02

Associate Degree: Criminal Justice

References available upon request

9-2

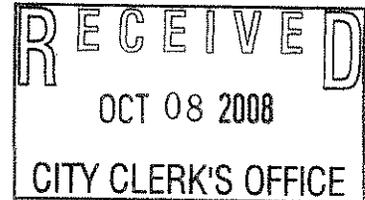
RECEIVED

AUG 06 2008

MAYOR'S OFFICE

August 3, 2008

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



Re: Nomination to Heritage Commission

Dear Mayor Guinta,

I am writing to request a nomination to the City's Heritage Commission. I understand that there are currently vacancies on this commission and I would like to use this opportunity to become more actively involved in our community. Attached is my resume to give you a brief picture of my background.

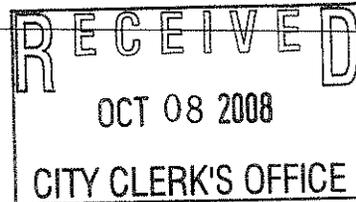
As a lifelong resident of Manchester, I would appreciate the opportunity to serve the people of our City and offer my time in support of all efforts to improve and maintain the quality of life Manchester has to offer. Please let me know if a nomination is possible and what the next steps would be.

Regards,

A handwritten signature in cursive script that reads "June E. Trisciani".

June E. Trisciani
129 Magnolia Road
Manchester, NH 03104
Home: 603.624.6171
Mobile: 603.502.7800

June E. Trisciani



QUALIFICATIONS/PROVEN SKILLS

- Sales, Marketing & Business Development
- Effective Business Communications
- Training & Development
- Team Building
- Project Management
- Develop/Deliver Presentations
- Budgeting/Cost Containment
- Management/Supervision

EXPERIENCE

CHORDIANT SOFTWARE, INC., Manchester, NH, September 2000 – Present

Director, Program Management & Engineering Operations

Director, Presales & Field Operations

Chordiant solutions automate and manage operational business processes for leading service-driven global organizations in retail banking, card services, lending, insurance and telecommunications.

Responsibilities

- ◆ Supervised engineering and professional services consulting teams.
- ◆ Preparation of responses to Customer Requests for Proposals.
- ◆ Manage budget and team members assigned to enterprise level software development projects.
 - Determine best use of resources to met schedules and prescribed goals.
 - Work through issues of diverse scope where analysis of situation or data requires review of relevant factors, including understanding of current business trends.
 - Successfully deliver projects on time and on (or under) budget.
 - Lead team in shift to Agile/Scrum Development methodology
- ◆ Serve as customer liaison and project lead for co-development of software products.
- ◆ Preparation of white papers and technical documentation.
- ◆ Responsible for staffing, budgeting and forecasting for customer and internal development activities.
- ◆ Provide guidance to field account managers on project implementations.
- ◆ Work directly with worldwide teams to support activities in all geographies.

Accomplishments

- ◆ Fostered relationship between Engineering, Professional Services and Customers to form effective co-development process.
- ◆ Directly responsible for program and budget for 3 successful Enterprise Level product releases.
- ◆ Management and contribution to Requests for Proposals were direct factors in closing largest US financial services deal (approximately \$10M). Recognized at President's Club for top sales in region.
- ◆ Standardized release and customer communication strategies across multiple departments and geographies.

CEREPOINT, INC., Windham, NH, January, 1999 – August 2000

Director, Professional Services

Cerepoint provided a business-to-business eCommerce solution that enables businesses to manage complex pricing, configuration and channel relationships on the Web.

Responsibilities

- ◆ Supervised professional services consulting team and support team. Responsible for all customer support, project management and process analysis activities for pre-sales and implementation.
- ◆ Scheduled and managed all customer work requests through to conclusion.
- ◆ Responsible for all day-to-day account activities such as resource scheduling, time reporting, business consulting and documentation to ensure a successful implementation.
- ◆ Served as a product consultant to Cerepoint's sales force including pre- and post-sales consultation and support to the customer.
- ◆ Conducted needs analysis with prospects in order to gain an understanding of their critical business issues.

- ◆ Strategized with sales representatives and product management team on product positioning, demo programs and solutions to critical business problems.

Accomplishments

- ◆ Increased consulting services revenue by 60% as a result of working with customer base and providing pre-sales support to sales representatives for new accounts.
- ◆ Reduced over 90-day Accounts Receivable by 70% as a result of working directly with customer base and implementing customer engagement procedures.
- ◆ Developed and implemented inter-departmental policies and procedures for tracking customer support, sales, engineering and consulting activities.

DALiM IMAGING SOFTWARE, Bedford, NH, 1996-1998

Quality Assurance/Technical Documentation/Product Support Manager

DALiM's product used JAVA/CORBA technology with Excalibur's Visual RetrievalWare and RetrievalWare and Versant ODBMS on Windows 95, Windows NT, Mac OS8, and UNIX.

- ◆ Supervised QA Engineers and Technical Documentation personnel.
- ◆ Led team in testing and documenting DALiM's multi-platform Media Asset Management product.
- ◆ Prepared test plans, on-line and printed documentation, project implementation schedules, and release schedules.
- ◆ Maintained defect tracking database and product release process.
- ◆ Provided pre- and post-sales application support to customers.
- ◆ Managed Beta site coordination, training, and customer support.

Training/Support Manager

- ◆ Developed training/reference materials and course outlines for use in customer training.
- ◆ Created and managed project implementation schedules and support staff schedules.
- ◆ Demonstrated products and provided logistical support at National trade shows.
- ◆ Trained sales, marketing and support employees in basic UNIX and DALiM Imaging software products.
- ◆ Managed customer support team and worked directly with customers to address their needs.

MANCHESTER SCHOOL DISTRICT, Manchester, NH, 1994-1996: Management/Marketing Instructor

COLLEGE FOR LIFELONG LEARNING, Newport/Bow, NH, 1994-1995: Adjunct Faculty

NEWPORT HIGH SCHOOL/SUGAR RIVER VALLEY TECHNICAL CENTER Newport, NH, 1992-1994:

Business Instructor/Novell Network Administrator

PEMBROKE ACADEMY, Pembroke, NH, 1990-1992: Business Instructor

NEW HAMPSHIRE JOB TRAINING COUNCIL/INTERCULTURAL FRIENDSHIPS, 1990: Program Coordinator

ACADEMY/AGFA COMPUGRAPHICS, 1989-1990: Corporate Training Consultant

EDUCATION

M.S., Business Education
Southern NH University, Manchester, NH

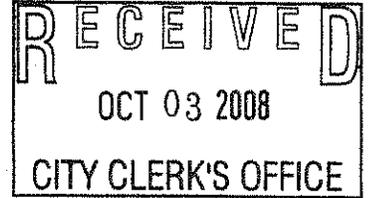
B.S., Business/Computer Education
Southern NH University, Manchester, NH



KAREN O. WADSWORTH
Clerk of the House

STATE OF NEW HAMPSHIRE
HOUSE OF REPRESENTATIVES
OFFICE OF THE HOUSE CLERK

State House - Room 317
107 North Main Street
Concord, NH 03301
603-271-2548
TDD Access: Relay NH 1-800-735-2964



TO: New Hampshire Municipal Governing Bodies
FROM: Karen O. Wadsworth *KW*
Clerk of the House
RE: Resolutions Adopted by the New Hampshire General Court

Enclosed please find a copy of House Concurrent Resolution #11, a resolution urging municipalities to establish an annual free tire collection day. This resolution was adopted by the New Hampshire House and the New Hampshire Senate during the 2008 Session of the New Hampshire General Court.

If your community has a population of over 15,000 (based on the last US census), you will also find enclosed a copy of House Concurrent Resolution #10, a resolution urging communities to conduct handicap parking awareness days and urging the state of New Hampshire to declare October as Handicap Parking Awareness Month.

18-1

House Concurrent Resolution 10

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Eight

A RESOLUTION urging communities to conduct handicap parking awareness days and urging the state of New Hampshire to declare October as Handicap Parking Awareness Month.

Whereas, handicap parking permits people with physical disabilities to access goods and services thereby contributing to the economy of the community; and

Whereas, many persons with physical disabilities depend on handicap parking for their independence; and

Whereas, crossing a parking lot is dangerous for persons in a wheelchair, on crutches, or using a walker; and

Whereas, some people with non-visible disabilities are unable to traverse parking lots as well as people without disabilities because of vision, hearing, or breathing problems; and

Whereas, a person in a wheelchair may not be as visible to motorists as a person who is walking; and

Whereas, it is in the public interest to educate the public about the purpose of handicap parking; and

Whereas, it is in the public interest to inform the population of the enforcement of handicap parking violations; now, therefore, be it

Resolved by the House of Representatives, the Senate concurring:

That the general court hereby urges each community in New Hampshire having a population over 15,000 to conduct at least 2 handicap parking awareness days each year by providing information by newspaper, radio, television and whatever other means the community uses to communicate with the public. Each awareness day should be conducted during a different season. Communities should vary the days throughout the state for maximum effect; and

That the general court hereby urges the state of New Hampshire to declare the month of October as Handicap Parking Awareness Month; and

That copies of this resolution be forwarded by the house clerk to the governing bodies of each community in New Hampshire having a population over 15,000.

House Concurrent Resolution 11

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Eight

A RESOLUTION urging municipalities to establish an annual free tire collection day.

Whereas, New Hampshire generates scrap tires at the rate of one tire per person per year; and

Whereas, improperly managed scrap tires pose a fire threat that endangers the public and the environment; and

Whereas, tire fires are difficult to extinguish; and

Whereas, abandoned tires fill with water and become breeding grounds for mosquitoes and other vermin; and

Whereas, mosquitoes can transmit diseases including West Nile Virus and eastern equine encephalitis; and

Whereas, proper management and disposal of tires is important to protecting public health and the environment; and

Whereas, tires abandoned along roadways in rural areas are unsightly; and

Whereas, the natural beauty of New Hampshire competes with that of neighboring states for tourism revenue; and

Whereas, there are many recycling options for tires; now, therefore, be it

Resolved by the House of Representatives, the Senate concurring:

That all municipalities in New Hampshire are strongly urged to establish at least one free tire collection day per year to encourage residents to properly dispose of scrap tires; and

That copies of this resolution be forwarded by the house clerk to the governing bodies of every municipality in the state that has a community transfer station.

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

Frederick J. McNeill, P.E.
Chief Engineer



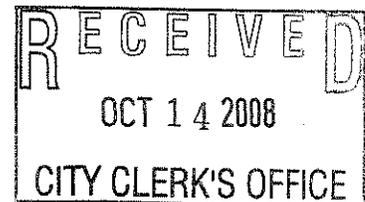
Commissioners
William A. Varkas
Joan Flurey
William F. Houghton, Jr.
Robert R. Rivard
Henry Bourgeois

CITY OF MANCHESTER
Highway Department
Environmental Protection Division

October 10, 2008

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

RE: Warrant for Sewer Charges Levy 2008
Period #2, 2008



Dear Board Members:

Please be advised that the warrant for Sewer Charges encompassing all delinquent sewer rental charges from 6/6/08-8/21/08 in accordance with RSA:9 and 252:10, that are to be committed to the Collector of Taxes will be included on the agenda for the 10/21/08 meeting of the Board of Mayor and Aldermen. A clerk will submit the amount of said warrant at the time of the meeting.

Sincerely,

June George
Business Service Officer

/JG

20-1



CITY OF MANCHESTER
Planning and Community Development



Robert S. MacKenzie, AICP
Director

Planning
Community Improvement Program
Growth Management

Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

October 14, 2008

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

Subject: Application for Urbanized Shoreland Exemption

Honorable Board Members:

Enclosed please find an application for an exemption from the Comprehensive Shoreland Protection Act (RSA 483-B), which this office prepared at the request of the Mayor. The application request is limited to areas along the east and west banks of the Merrimack River in the vicinity of the downtown, as shown on the maps included in the application.

Pursuant to RSA 483-B:12,I, it is the governing body of a municipality that is given the authority to request an exemption from the provisions of the chapter for all or a portion of the protected shoreland within the boundaries of the municipality. In seeking an exemption, the governing body must find that special local urbanization conditions exist in the protected shoreland for which an exemption is sought. In the opinion of staff, the enclosed application supports this determination.

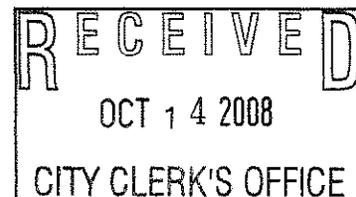
Since the regulations related to the Comprehensive Shoreland Protection Act are fairly complex, staff would be available to review this material with the Board at your next meeting of October 21, 2008.

Respectfully submitted,

Pamela H. Goucher
Interim Planning Director

Attachment

C: City Clerk w/attachment



Manchester Development Corporation

Board of Directors

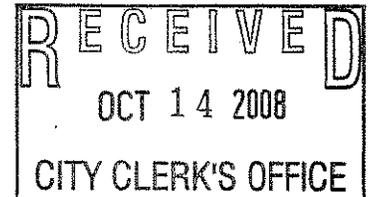
Michael McCluskey
W. Stephan McMahon
James C. Hood
Joan D. Bennett
John J. Brady
Jay E. Taylor
Nick Soggu
Cathy Schmidt
Sean Owen
Cathy Champagne

October 10, 2008

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

RE: Wall Street Tower

Dear Mayor Guinta and Members of the Board:



Advisory
Board Members

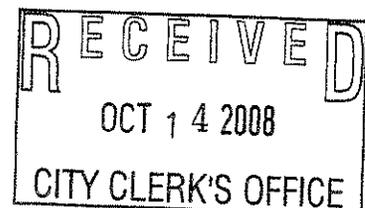
Elias E. Asboob
Charles E. Hungler
Richard A. Charpentier
Michael Skelton

On October 10, 2008, the Manchester Development Corporation (MDC) voted unanimously, with Alderman Mike Lopez abstaining, to approve an agreement with Wall Street Towers Limited Partnership (WST) to facilitate the refinancing of the Wall Street Tower project as outlined in the attached letter from William Gorodetzer to Jay Minkarah dated October 8, 2008 and to authorize a subcommittee to work with City Staff to prepare a definitive agreement for signature by the Mayor and MDC Chairman with certain conditions. These conditions include a commitment to refinance the property by December 31, 2008 with extensions, if necessary, to March 2, 2009, inclusion of the building repairs and improvements delineated in the attached materials as a part of the refinancing package, acceptable review of any affected easements by the City Solicitor's office, and a firm commitment that the \$2,947,201 principal amount to be paid to the City/MDC be paid in full. For this agreement to move forward, approval by the Board of Mayor & Aldermen is required as well.

The essential elements of this proposed agreement were the result of a series of meetings and discussions held with representatives of WST, the MDC, Economic Development Office, City Solicitors Office, the Finance Office and others over the past seven months in a effort to resolve financial strains to the project brought on in part by the expiration of the City's long-term parking lease last winter. The WST project is an asset to the City and it is important to the future of our downtown that it remains a desirable residential alternative that is solvent and in good repair. Through this agreement, WST will be able to reduce its debt burden, improve its cash flow and be able to make essential repairs and improvements to the building. In addition, the agreement would allow the City/MDC to recover the secured portion of the public investment made in the project. Thank you for your consideration.

Sincerely,


Michael McCluskey



c/o Economic Development Office
One City Hall Plaza, Suite 110
Manchester, New Hampshire 03101
P- (603) 624-6505 F- (603) 624-6308

27-1

City of Manchester New Hampshire

In the year Two Thousand and Eight

A RESOLUTION

“Amending the FY 2005 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Eight Thousand Eight Hundred Seventy Seven Dollars (\$28,877) for the FY 2005 CIP 210505 School Based Dental Services Program.”

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$28,877 from the State of New Hampshire Department of Health and Human Services – Division of Public Health Services for the implementation of the School Based Dental Services Program;

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

By increasing:

FY 2005 CIP 210505 School Based Dental Services Program - \$28,877 Other

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

LB-1

City of Manchester New Hampshire

In the year Two Thousand and Eight

A RESOLUTION

“Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Seven Thousand Six Hundred Ninety Dollars and Eleven Cents (\$37,690.11) for the FY 2007 CIP 710907 Annual Bridge Maintenance Project.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

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

WHEREAS, the Board of Mayor and Aldermen desires to accept NH Department of Transportation funding to be used on repairs to the Island Pond Road Bridge;

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

By increasing:

FY 2007 CIP 710907 – Annual Bridge Maintenance - \$37,690.11 STATE
Increasing the budget from \$115,024.05 to \$152,714.16 (\$115,024.05 Cash; \$37,690.11 State)

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

City of Manchester New Hampshire

In the year Two Thousand and Eight

A RESOLUTION

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Ten Thousand Dollars (\$10,000) for the FY 2009 CIP 213309 Firesafe Project.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2009 CIP as contained in the 2009 CIP budget; and

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

WHEREAS, the Board of Mayor and Aldermen desires to accept funding from Hillsborough County for operation of the Firesafe Intervention Project;

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

By increasing:

FY 2009 CIP 213309 – Firesafe Project - \$10,000 OTHER
From \$10,000 to \$20,000 (\$10,000 Cash; \$10,000 Other)

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

City of Manchester New Hampshire

In the year Two Thousand and Eight

A RESOLUTION

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Fourteen Thousand Five Hundred Seventy Five Dollars (\$14,575) for the FY 2009 CIP 213909 Safe Routes to Schools Project.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2009 CIP as contained in the 2009 CIP budget; and

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

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$14,575 from the State of New Hampshire Department of Transportation for the implementation of the Safe Routes to Schools Project;

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

By adding:

FY 2009 CIP 213909 – Safe Routes to Schools Project- \$14,575 State

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

23-4

City of Manchester New Hampshire

In the year Two Thousand and Eight

A RESOLUTION

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Eight Thousand Dollars (\$8,000) for the FY 2009 CIP 214009 Medical Reserve Corp. Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2009 CIP as contained in the 2009 CIP budget; and

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

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$8,000 from the State of New Hampshire Division of Public Health Services for the implementation of the Medical Reserve Corp. Program;

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

By adding:

FY 2009 CIP 214009 – Medical Reserve Corp. Program - \$8,000 State

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

City of Manchester New Hampshire

In the year Two Thousand and Eight

A RESOLUTION

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Eight Thousand Dollars (\$8,000) for the FY 2009 CIP 214109 Juvenile Delinquency Prevention Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2009 CIP as contained in the 2009 CIP budget; and

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

WHEREAS, the Board of Mayor and Aldermen desires to accept funding from Hillsborough County for operation of the Juvenile Delinquency Prevention Program;

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

By increasing:

FY 2009 CIP 214109 – Juvenile Delinquency Prevention Program - \$8,000 STATE

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

23-6

City of Manchester New Hampshire

In the year Two Thousand and Eight

A RESOLUTION

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Sixteen Thousand Nine Hundred Thirteen Dollars (\$116,913) for the FY 2009 CIP 411909 COPS Law Enforcement Technology Grant Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2009 CIP as contained in the 2009 CIP budget; and

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

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$116,913 from the United States Department of Justice Community Oriented Policing Services for the implementation of the COPS Technology program;

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

By adding:

FY 2009 CIP 411909 – COPS Law Enforcement Technology Grant Program - \$116,913 Federal

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

City of Manchester New Hampshire

In the year Two Thousand and Eight

A RESOLUTION

“Amending the FY2009 Community Improvement Program, authorizing and appropriating funds in the amount of Twelve Thousand Nine Hundred Dollars (\$12,900) for the FY2009 CIP 711609 Storm Drain Infrastructure Project.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2009 CIP as contained in the 2009 CIP budget; and

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

WHEREAS, the Board of Mayor and Aldermen desires to accept funds from the Water Works Department and National Grid to assist in the cost for the Oakdale Avenue and Robie Street storm drains;

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

By increasing:

FY2009 CIP 711609 – Storm Drain Infrastructure Project - \$12,900 OTHER
From \$500,000 Bond to \$512,900 (\$500,000 Bond; \$12,900 Other)

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

238

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.

S. H. Bennett
~~CITY CLERK~~

Respectfully submitted,

[Signature]
Clerk of Committee
[Signature]

24-1

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

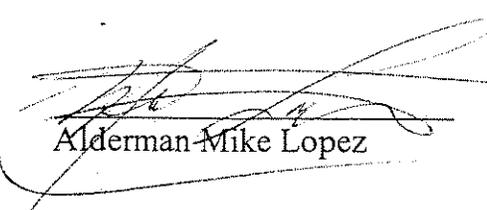
The undersigned, being in the minority vote of the Committee on Bills on Second Reading respectfully recommend, after due and careful consideration, that Ordinance:

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

ought to pass.

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

Respectfully submitted,


Alderman Mike Lopez

IN BOARD OF MAYOR & ALDERMEN

DATE: June 5, 2007

ON MOTION OF ALD. Lopez

SECONDED BY ALD. Forest

VOTED TO table.


CITY CLERK



City of Manchester 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 I. 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.

94-3

Craig, Deachman & Gowie, PLLC

ATTORNEYS AT LAW
Since 1929

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

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

April 17, 2007

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

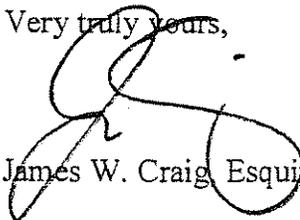
Re: Frederick H. Nixon, Jr.
466 So. Willow Street, Manchester, New Hampshire

Dear Mr. Bernier:

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

Thank you for your attention to this matter.

Very truly yours,

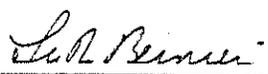

James W. Craig Esquire

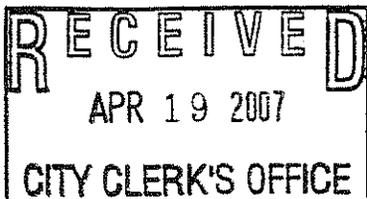
JWC/jlb
Enclosure

cc: Frederick H. Nixon, Jr.

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

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


City Clerk



THE H.H. RICHARDSON BUILDING

JWG

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.

24-5

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.

24-6

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



NOTES

1. Property line information was taken from a plan on file with the Manchester Building Department prepared by John H. Benston, Architect for Mason Auto Sales, Inc. Date 10-2-88
2. The Zoning line location on this plan was determined by comparing the zoning referenced above and the zoning maps. Manchester Planning Dept's Zoning maps.
3. Property Owner: Mason Auto Sales, Inc.
4. Property Use: Auto-Torium - Automobile Sales

Plant 2' diameter by 6' high Arborvitae trees 6' on center in alternating rows to screen the property.

10' wide Landscape Buffer

PROPOSED SITE PLAN

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

Atmoskeag, Felts Management Corporation
 PO Box 927 459 (Tel: 603) 752-1311
 Manchester, New Hampshire 03105 (Fax: 603) 752-1311
 Engineers and Construction Managers

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

City Engineer	Eric Lumbard, PE
Project No.	
Scale	1" = 10'
Checkered By	PROJECT
Drawn By	SHEET NO. S-1

Park View Street
 234.84'

Drive Opening
 Pole Anchor
 Light Pole

Zone B-2
 Zone R-1B

Existing Zone Line

Paved Parking

Light Pole

Existing Single Story Building
 38'-8" x 28'

Drive down under building

Wood Deck

20' Setback

Pole

210.48'

20' Setback

Light Pole

South Lincoln Street
 83.7'

South Willow Street
 67.8'

LEGEND

○	Light Pole
○	2' Arborvitae
○	6' Arborvitae
○	12' Arborvitae
○	18' Arborvitae
○	24' Arborvitae
○	30' Arborvitae
○	36' Arborvitae
○	42' Arborvitae
○	48' Arborvitae
○	54' Arborvitae
○	60' Arborvitae
○	66' Arborvitae
○	72' Arborvitae
○	78' Arborvitae
○	84' Arborvitae
○	90' Arborvitae
○	96' Arborvitae
○	102' Arborvitae
○	108' Arborvitae
○	114' Arborvitae
○	120' Arborvitae
○	126' Arborvitae
○	132' Arborvitae
○	138' Arborvitae
○	144' Arborvitae
○	150' Arborvitae
○	156' Arborvitae
○	162' Arborvitae
○	168' Arborvitae
○	174' Arborvitae
○	180' Arborvitae
○	186' Arborvitae
○	192' Arborvitae
○	198' Arborvitae
○	204' Arborvitae
○	210' Arborvitae
○	216' Arborvitae
○	222' Arborvitae
○	228' Arborvitae
○	234' Arborvitae
○	240' Arborvitae
○	246' Arborvitae
○	252' Arborvitae
○	258' Arborvitae
○	264' Arborvitae
○	270' Arborvitae
○	276' Arborvitae
○	282' Arborvitae
○	288' Arborvitae
○	294' Arborvitae
○	300' Arborvitae

24-10



Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

May 11, 2007

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

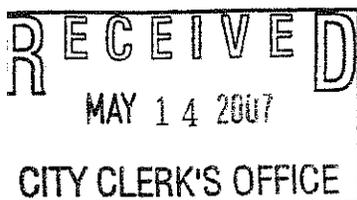
Re: Technical Review for Rezoning Petition – 466 South Willow Street

Dear Mr. Bernier:

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

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

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



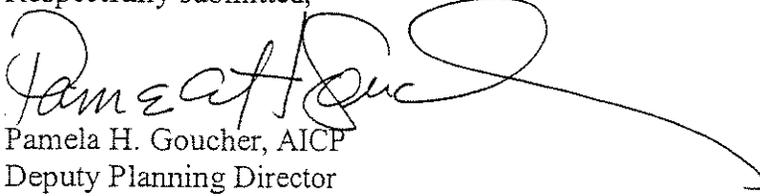
One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

24-11

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,

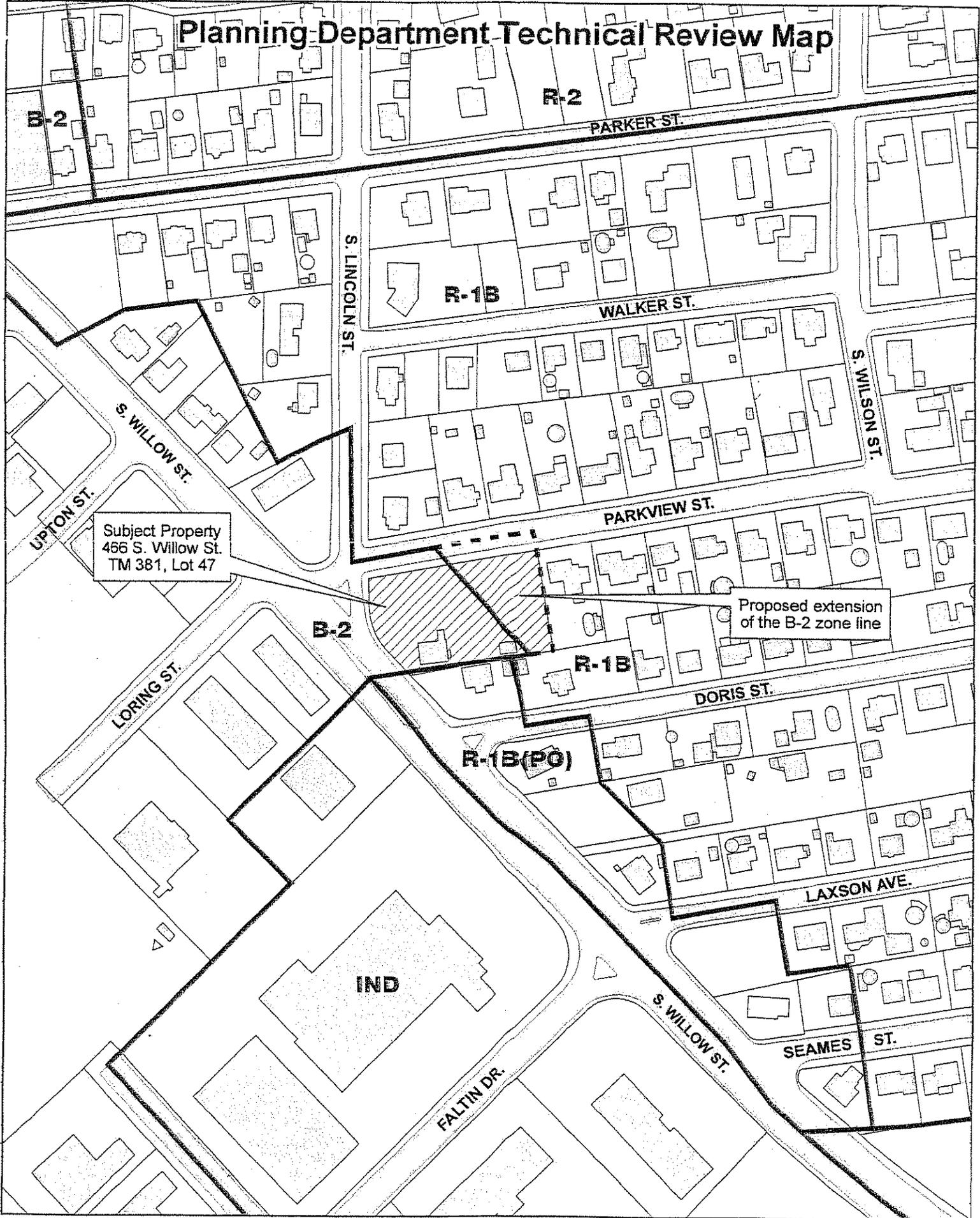


Pamela H. Goucher, AICP
Deputy Planning Director

C: Planning Board
Building Department
Office of the City Solicitor

2/4/12

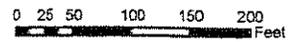
Planning Department Technical Review Map



Subject Property
466 S. Willow St.
TM 381, Lot 47

Proposed extension
of the B-2 zone line

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



24-13



CITY OF MANCHESTER

Planning and Community Development



Robert S. MacKenzie, AICP
Director

Planning
Community Improvement Program
Growth Management

Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

May 30, 2007

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

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

Dear Mr. Bernier:

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

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

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

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

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

Sincerely,

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

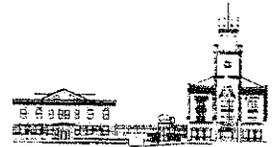
C: Planning Board Chairman
One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

24-14



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

2/15

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 BZF
D + AN

6-4-07 PH held

6-5-07 BZF - Majority Rpt-Deny

Minority Rpt-OTD

6-5-07 PWMA - Reports Table both

_____ City Clerk

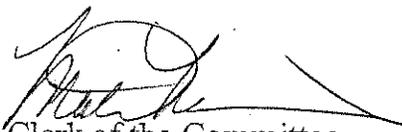
24/16

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.

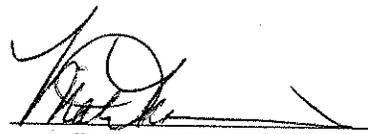
(Unanimous vote)

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

By: _____
Arthur Solomon, Managing Director

Witness

Dated: _____

PURCHASER:

CITY OF MANCHESTER

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

Witness

Dated: _____

EXHIBIT A

PROPOSED QUITCLAIM DEED

(Space Above this Line Reserved for Registry of Deeds)

QUITCLAIM DEED AND AGREEMENT

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

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

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

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

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

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

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

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

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

25-13

Granted Premises: 2 Line Drive, Manchester, New Hampshire

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

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

1. Reservation of Rights; Continued Existence of Stormwater and Sewer Lines. Grantee acknowledges that City of Manchester, NH (the "City") and those claiming by, under and through it, has the right to reconstruct, use, maintain, repair, replace, relocate and remove the stormwater and sewer lines running under the Premises. Grantee hereby agrees to leave the existing stormwater and sewer lines running under the Premises in their present locations if physically and economically possible. If Grantee ultimately determines that it must relocate the existing stormwater and sewer lines under the Premises, then any such relocation shall be undertaken (i) only after consultation and in cooperation with the City and any applicable governmental authorities with jurisdiction or responsibility for, or regulatory authority over, such lines; (ii) in a manner, to a location or locations, and in a configuration or configurations that is acceptable to the City and such applicable governmental authorities; (iii) so as not to unduly disrupt the continuous use of such lines; and (iv) at Grantee's sole cost and expense.
2. Extension of Riverwalk. Grantee hereby agrees, at its sole cost and expense, to extend the existing so-called "Riverwalk" that runs across land adjacent to the Premises along the boundary near the Merrimack River from its existing location Northward across the "so-called" Langer property at such time, if ever as Grantee, its successors and assigns, as owners of the Premises or their respective affiliates enter into an agreement with the owner of the Langer property to develop such property. If such extension occurs, Grantee shall be responsible for all permitting, design and construction of such extension of the Riverwalk. Such extension of the Riverwalk shall be constructed of the same materials as the existing Riverwalk and shall be designed to produce a harmonious and aesthetically and operationally integrated blend of (i) the new and old portions of the Riverwalk and (ii) of the entire Riverwalk with the balance of the surrounding riverfront property. The design of the extension of the Riverwalk shall be submitted to the City for its review and approval which approval shall not be unreasonably withheld.
3. Maintenance of the Riverwalk. Grantee hereby agrees to repair and maintain the portion of the Riverwalk that runs across land adjacent to the Premises situated between the Premises and the Merrimack River (but not the land on which the baseball stadium is constructed) and, should Grantee extend the Riverwalk across the Langer property, Grantee shall also thereafter repair and maintain such portion of the Riverwalk; provided, however, that if Grantee fails to repair and maintain those portions of the Riverwalk that it hereby agrees to repair and maintain, and the City has provided Grantee with written notice of such failure and such failure is not cured within thirty (30) days of delivery of such notice, then the City may repair and maintain such portions of the Riverwalk and charge such repair and maintenance costs to Grantee and collect such repair and maintenance costs from Grantee. Grantee agrees that it shall not alter the Riverwalk in any material respect without the City's prior written approval. Subject to reasonable restrictions on access and use during the construction of the extension of the Riverwalk and during any repairs to the Riverwalk, Grantee shall allow public access to

205-12

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

Witness

By: _____
Arthur Solomon, Managing Director

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, ss.

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

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

GRANTEE

CITY OF MANCHESTER, NH

Witness

By: _____
Frank Guinta, Mayor

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, ss.

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

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

25-16