

## AGENDA

### BOARD OF MAYOR AND ALDERMEN

April 7, 2009  
Mayor and all Aldermen

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

1. Mayor Guinta calls the meeting to order.
2. The Clerk calls the roll.
3. Presentation by representatives from the Independent Auditor (McGladrey-Pullen) regarding the FY2008 Comprehensive Annual Financial Report (CAFR).  
*(Note: A copy of the report along with an observation letter which includes Finance responses has been sent to the Board under separate cover by the Finance Department.)*
4. Presentation by Frank Mulcahy, Certified Identity Theft Risk Management Specialist from Pre-Paid Legal Services, regarding Identity Theft Awareness Training Program.  
*(Note: Information has been sent to the Board under separate cover.)*

### 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.

### Accept BMA Minutes

- A. Minutes of meetings held on January 1, 2008 (two meetings), January 15, 2008 (two Meetings), February 5, 2008 (one meeting), February 19, 2009 (two meetings), and February 20, 2008 (one meeting).

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

- B.** Sidewalk Petitions:
- 627 Central Street
  - 427 Belmont Street
  - 429 Brunelle Avenue
  - 761 Hanover Street
  - 30 Tanglewood Court

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

- C.** Pole petition:
- #11-1239 Auburn, South and Back Roads

**Information to be Received and Filed**

- D.** Communication from Howard McCarthy requesting time to address the Board of Mayor and Aldermen.
- E.** Monthly Bulletin from the City of Manchester Health Department for March 2009.
- F.** Communication from Jay Minkarah, Economic Development Director, submitting an update on expenditures for the Manchester Transit Center.
- G.** Communication from Jay Minkarah, Economic Development Director, forwarding a letter from the Congressional delegation to the US Post Master General.

**REFERRAL TO COMMITTEE**

**COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS**

- H.** Communication from the Manchester taxi industry requesting an increase of current taxi rates.

## **COMMITTEE ON COMMUNITY IMPROVEMENT**

- I. Communication from Kevin Sheppard, Public Works Director, requesting authorization to accept funds in the amount of \$17,425 from the State Department of Environmental Services for Household Hazardous Waste Collection Projects.

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

- J. Communication from Pamela Goucher, Deputy Director of Planning & Zoning, regarding the rezoning request for Second Street/Master Street.

## **COMMITTEE ON LANDS AND BUILDINGS**

- K. Communication from John Gimas of Gimas Electric requesting permission to use the existing sign and display structure located at 60 Beech Street.

## **COMMITTEE ON FINANCE**

- L. Resolutions:

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Four Thousand Dollars (\$4,000) for the FY 2009 CIP 612609 DRED Marketing Grant.”

“Amending the FY 2008 and 2009 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eight Million Dollars (\$8,000,000) for various FY 2008 and 2009 CIP EPD Projects.”

“Amending the FY 2007 and 2008 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eight Hundred Thirty Thousand One Hundred Eighty Seven Dollars and Seventy Four Cents (\$830,187.74) for the FY 2008 CIP 710908 Construction Cohas Brook Phase II-Contract 3.”

“Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of One Million Six Hundred Sixty Six Thousand Dollars (\$1,666,000) for the FY 2007 CIP 713107 Granite Street Reconstruction-Phase 3 Project.”

**M.** Appropriating Resolutions:

“A Resolution appropriating to the Parking Fund the sum of \$4,886,940 from Parking for the Fiscal Year 2010.”

“A Resolution appropriating the sum of \$15,169,079 from Sewer User Rental Charges to the Environmental Protection Division for Fiscal Year 2010.”

“A Resolution appropriating the sum of \$3,303,000 from Recreation User Charges to the Recreation Division for Fiscal Year 2010.”

“A Resolution appropriating to the Manchester Transit Authority the sum of \$900,000 for the Fiscal Year 2010.”

“A Resolution appropriating to the Manchester School District the sum of \$146,100,000 for the Fiscal Year 2010.”

“Appropriating all Incremental Meals and Rooms Tax Revenue Received by the City in Fiscal Year 2010 and held in the Civic Center Fund, for the payment of the City’s Obligations in Said Fiscal Year under the Financing Agreement.”

“A Resolution appropriating to the Manchester Airport Authority the sum of \$52,768,681 from Special Airport Revenue Funds for Fiscal Year 2010.”

“A Resolution appropriating to the Manchester School Food and Nutrition Services Program the sum of \$5,585,500 from School Food and Nutrition Services Revenues for Fiscal Year 2010.”

“Amending a Resolution ‘Raising Monies and Making Appropriations for the Fiscal Year 2010’ to \$126,682,940.”

“A Resolution appropriating to the Central Business Service District the sum of \$244,000 from Central Business Service District Funds for Fiscal Year 2010.”

**REPORTS OF COMMITTEES**

**COMMITTEE ON ACCOUNTS, ENROLLMENT & REVENUE  
ADMINISTRATION**

- N.** Advising that the travel summary reports from various City departments have been received and filed.  
(*Unanimous vote*)

- O. Advising that unresolved observations from prior audits as submitted by Kevin Buckley, Internal Auditor, has been resolved and recommends that the report be accepted.  
*(Unanimous vote)*

#### **COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS**

- P. Advising after due and careful consideration, that the communication from Gerry Fleury requesting support of HB 149 be forwarded to the Board without recommendation.  
*(Unanimous vote with the exception of Aldermen Garrity and Murphy who were absent.)*
- Q. Advising that the communication from Bryan Christiansen from Comcast notifying the Board of price increases for cable services and equipment has been received and filed.  
*(Unanimous vote with the exception of Aldermen Garrity and Murphy who were absent.)*
- R. Recommending that the current taxi rate of \$.40 per one-sixth of a mile be changed to the prior rate structure of \$.25 per one-sixth of a mile.  
*(Unanimous vote with the exception of Aldermen Garrity and Murphy who were absent.)*

#### **COMMITTEE ON COMMUNITY IMPROVEMENT**

- S. Recommending that the \$4,000 grant received from the New Hampshire Department of Resources and Economic Development be accepted; and for such purpose an amending resolution and budget authorization have been submitted.  
*(Unanimous vote)*
- T. Recommending that the request from Fred McNeill, EPD, for various revisions to EPD projects contained within the 2008 and 2009 CIP budget be approved, and for such purpose an amending resolution and budget authorization have been submitted.  
*(Unanimous vote)*
- U. Recommending that the request from Bruce Thomas for additional funding in the amount of \$1,239,624 for the Nazaire Biron Bridge project, CIP #711109 be approved.

The Committee further recommends the funds be transferred from the Granite Street Reconstruction Project, CIP #713107.

*(Note: CIP staff will be presenting a bond transfer at the next meeting of the Board to effect the transfer from CIP #713107 Granite Street Reconstruction to CIP # 711109 Nazaire Biron Bridge.)*

*(Unanimous vote)*

- V. Recommending that a request for the acceptance and expenditure of \$1,666,000 in State reimbursement funds to be used to cover eligible construction costs on the Granite Street Reconstruction Project, CIP #713107 be approved.

The Committee further recommends that \$1,239,624 be transferred to the Nazaire Biron Bridge Project, CIP #711109, leaving a remaining balance of \$426,376.

*(Note: CIP staff will be presenting a bond transfer at the next meeting of the Board to effect the transfer from CIP #713107 Granite Street Reconstruction to CIP # 711109 Nazaire Biron Bridge.)*

*(Unanimous vote)*

#### **COMMITTEE ON LANDS AND BUILDINGS**

- W. Recommending that the communication from Alderman Peter Sullivan regarding a Green Buildings Task Force be referred to the Planning and Community Development Department.

*(Unanimous vote)*

- X. Recommending that the request from Jay Minkarah, Economic Development Director, to place a public sculpture on property located at the intersection of Old Granite and Granite Streets be approved.

*(Unanimous vote)*

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

6. Nomination(s) to be presented by Mayor Guinta, if available.

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

7. Legislative Update presented by Mayor Guinta, if available.

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

8. A motion is in order to recess the meeting to allow the Committee on Finance to meet.
9. Mayor Guinta calls the meeting back to order.
10. Report(s) of the Committee on Finance, 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 & Revenue Administration, if available.  
**Ladies and Gentlemen, what is your pleasure?**
14. Communication from Chuck DePrima, Acting Director of Parks, Recreation and Cemetery Department, requesting approval of the indemnification section (#21) of the contract between the City of Manchester and the Association of United States Delegates of the Gulf of Marine Council.  
**Ladies and Gentlemen, what is your pleasure?**
15. Communication from Jay Minkarah, Economic Development Director, requesting to enter into a Memorandum of Understanding between the City of Manchester and the State of New Hampshire Department of Transportation.  
**Ladies and Gentlemen, what is your pleasure?**
16. Update from Chief David Mara regarding the COPS grant program.  
**Ladies and Gentlemen, what is your pleasure?**

17. Communication from Carey Roessel, Manchester Transit Authority, requesting a cash transfer to MTA to cover an anticipated shortfall of available funds for operating expenses.

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

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

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Four Thousand Dollars (\$4,000) for the FY 2009 CIP 612609 DRED Marketing Grant.”

“Amending the FY 2008 and 2009 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eight Million Dollars (\$8,000,000) for various FY 2008 and 2009 CIP EPD Projects.”

“Amending the FY 2007 and 2008 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eight Hundred Thirty Thousand One Hundred Eighty Seven Dollars and Seventy Four Cents (\$830,187.74) for the FY 2008 CIP 710908 Construction Cohas Brook Phase II-Contract 3.”

“Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of One Million Six Hundred Sixty Six Thousand Dollars (\$1,666,000) for the FY 2007 CIP 713107 Granite Street Reconstruction-Phase 3 Project.”

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

### **TABLED ITEMS**

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

19. 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, and forwarded to Board on September 8, 2008; Retabled 03/10/2009.)*

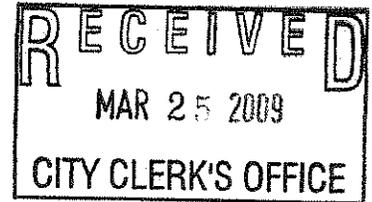
- 20.** NEW BUSINESS
  - A. Communications
  - B. Aldermen

- 21.** If there is no further business a motion is in order to adjourn.



Jane Gile  
Human Resources Director

**CITY OF MANCHESTER**  
*Human Resources Department*



March 25, 2009

Board of Mayor and Aldermen  
C/O Mr. Matthew Normand, Acting City Clerk  
One City Hall Plaza  
Manchester NH 03101

Dear Honorable Board of Mayor and Aldermen,

Effective May 1, 2009, the City of Manchester will be required to comply with Red Flag Rules (Identity Theft Prevention) recently adopted by the Federal Trade Commission. As part of this compliance the City must train its employees to take basic steps to maintain the security, confidentiality, and integrity of customer information.

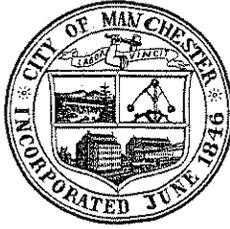
Recently I was contacted by Pre-Paid Legal Services, Inc. about their free Identity Theft Awareness Training Program. Frank Mulcahy, a Certified Identity Theft Risk Management Specialist from Pre-Paid Legal Services is here tonight to request approval from the Board of Mayor and Alderman to provide this training service to City of Manchester employees along with information on other benefits their company offers.

Respectfully submitted,

Ronald Robidas, CPP  
Security Manager

cc: Jane Gile, Human Resources Director

4



*Matthew Normand  
Acting City Clerk*

**CITY OF MANCHESTER**  
*Office of the City Clerk*

**MEMORANDUM**

TO: Board of Mayor and Aldermen

FROM: Matthew Normand  
Acting City Clerk 

DATE: March 18, 2009

RE: Minutes of Meetings

I have enclosed minutes of meetings which will be submitted for consideration on the April 7, 2009 agenda of the Board as follows:

January 1, 2008 (Two meetings)  
January 15, 2008 (Two meetings)  
February 5, 2008 (One meeting)  
February 19, 2008 (Two meetings)  
February 20, 2008 (One meeting)

Please call me should you have any questions or concerns. Thank you.



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

I/we, Noreen V. and William J. McCarthy, the  
Name(s)

owner(s) of the real estate abutting upon 627 Central St  
Street Address  
Manchester, NH 03103

RECEIVED  
MANCHESTER CITY CLERK  
MAR 13 11 08 AM

Description (including footage):  
50 ft frontage - approx 40' needs curbing.  
Need 6' cut for exit to street



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: William J. McCarthy  
Owner  
Noreen V. McCarthy  
Owner

627 Central St Manchester NH 03103  
Mailing Address

Phone #: 603 668-1732 Date: 3/13/2009



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

I/we, PSF Properties / Steve Forcier, the  
Name(s)

owner(s) of the real estate abutting upon 427 Belmont St.  
Street Address

Manchester, NH 03103  
City, State, Zip

Description (including footage): Install curbing  
approximately 50' <sup>in</sup> on Belmont Street 427  
Match curb to the one currently on  
Spruce St.

desire that:

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

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

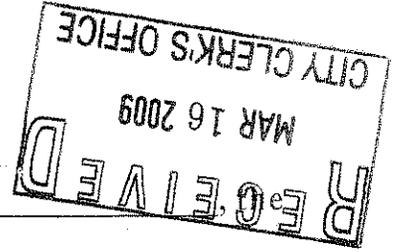
Signed: Steve Forcier  
Owner

Po Box 5008 Manchester NH 03108  
Mailing Address

Phone #: 603 396-5628 Date: 3/13/09



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:



I/we, Richard + Sarah Durant  
Name(s)

owner(s) of the real estate abutting upon 429 Brunelle Ave  
Street Address

Manchester, NH 0310

Description (including footage): install green curb along  
Brunelle Ave + So. Taylor St Approx Footage 160

desire that:

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

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

Signed: Richard Durant  
Owner

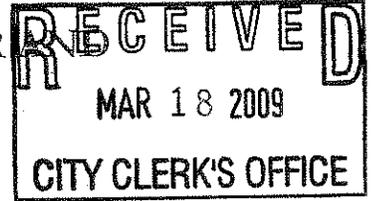
Sarah Durant  
Owner  
429 Brunelle Ave - Manchester NH 03103  
Mailing Address

Phone #: (603) 315-1054

Date: 3/12/09



TO THE HONORABLE BOARD OF MAYOR  
ALDERMEN:



I/we, Joyce Verdone, the  
*Name(s)*

owner(s) of the real estate abutting upon 761 Hanover St  
*Street Address*

Manchester, NH 03104

Description (including footage):  
4ft wide 42 long

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: Joyce Verdone  
*Owner*

761 Hanover St Manchester  
*Mailing Address*

Phone #: 608-6119

Date: 3/17/09



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED  
MAR 19 2009  
CITY CLERK'S OFFICE

I/we, MR & MRS ERIC GINGRAS, the  
Name(s)

owner(s) of the real estate abutting upon 30 Tanglewood Ct  
Street Address

Manchester, NH 03102

Description (including footage): About 150ft of curbing  
needs to be replaced, due to wear, weather  
and snow plow

desire that:

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

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

Signed:

[Signature]  
Owner

[Signature]  
Owner

30 Tanglewood Ct. Manchester, NH 03102  
Mailing Address

Phone #: 603-365-7165  
Home 603-232-2738

Date: 3-19-09



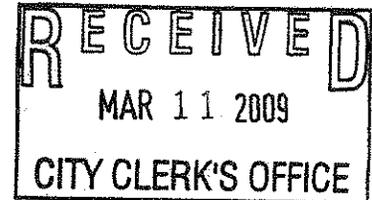
**Public Service  
of New Hampshire**

60 W. Pennacook Street, Manchester, NH 03101

Public Service Company of New Hampshire  
P.O. Box 330  
Manchester, NH 03105-0330  
(603) 669-4000

March 9, 2009

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



Dear City Clerk,

Public Service of New Hampshire is hereby requesting permission to install/replace poles located in the City of Manchester. Enclosed for your review is pole license petition 11-1239 for pole(s) located in the City of Manchester.

Upon approval, please have the license section signed by the proper authority. The copy labeled "**Manchester**" should be retained for your records.

Please return the remaining copies along with any invoices for payment to my attention at the address below.

If the petition is rejected, please return all copies of the license petitions with an explanation of rejection.

If you have any additional questions or require more information, please contact me at 603-634-2218 if you have any questions.

Respectfully,

Jeana Delisle  
Representative-A Records  
Public Service of New Hampshire  
60 West Pennacook Street PO Box 330  
Manchester, NH 03105-9989

Enclosure(s)

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

POLE LOCATION  
FORM NO. 1

March 9, 2009

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

**PUBLIC SERVICE OF NEW HAMPSHIRE**

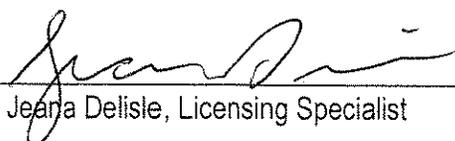
request a license to install and maintain underground conduits, cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary, along, across, and under the following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

License one ( 1 ) pole(s), 972/31 located on Auburn, South & Back Roads in the City of Manchester.

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

Plan No. 11-1239  
Dated: 3/9/2009

**PUBLIC SERVICE OF NEW HAMPSHIRE**

BY:   
\_\_\_\_\_  
Jeanne Delisle, Licensing Specialist

*Conditions upon which The Pole Location License cited on reverse side is Granted:*

1. Excavations, obstructions or encumbrances shall at all times be properly guarded, barricaded or fenced during the whole time the highway is excavated, obstructed or encumbered, and lights shall be maintained throughout the night so that all excavations, obstructions and encumbrances may be readily seen.
2. The grantee hereby agrees to indemnify and save harmless the City of Manchester, NH, for all claims for damages or injury whatsoever that may arise from the excavation, obstruction, encumbrance or occupation of said highway, and the applicant shall be accountable for all damage that may occur on account of said excavation, obstruction, encumbrance or occupation of the aforesaid highway made or created in violation of the terms of this License; the City of Manchester in no case assuming any responsibility or liability by reason of the issuing of this grant.
3. Shade trees shall neither be cut down, cut, trimmed or otherwise injured by the grantee, unless special permission shall have been granted by the abutting owner or owners, or the city.
4. The grantee shall neither grant permission to place signs, or advertisements, (Excepting only city street signs) nor permit the same to be attached to or displayed on or upon any pole or poles within the City of Manchester, and said grantee shall remove or cause to be removed all such signs or advertisements which may be so placed by any corporation, firm, person or persons.
5. The grantee shall paint all poles within the City of Manchester, unless such poles are of the creosote treated type or it is otherwise specified in this grant, the standard color to be dark green.
6. The highway shall be left in as good condition and repair upon the completion of the work necessitated by this grant as existed previously, and the Department of Highways may restore the highway to as good condition and repair, or cause the same to be restored under its direction, and the grantee shall reimburse the City for any and all liability and expenses occasioned by reason of such work.
7. All poles shall be of wood or other suitable material, and the wires shall be run along and across the highway between the points named herein, and shall be maintained at least 18 feet above the surface of the ground.

"In accordance with the requirements of RSA 72:23, I(b) the licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to the is license shall be responsible for the payment of, and shall pay, all properly assessed personal and real property taxes no later than the due date. Failure to pay duly assessed personal and real property taxes when due shall be cause to provide a written notice to said licensee to show cause by a date certain specified in the notice to said license should not be terminated for nonpayment of the sums due.

The changes to the within license set for in the preceding paragraph shall take effect April 1, 2005, and shall remain in effect until changed in accordance with the requirements of RSA 231:163."

# POLE LOCATION LICENSE

POLE LOCATION  
FORM NO. 2

In the Board of Mayor and Aldermen of the City of Manchester, New Hampshire,  
on \_\_\_\_\_, It appearing that the public good requires it, it is hereby

## ORDERED

That PUBLIC SERVICE OF NEW HAMPSHIRE be and hereby are granted a license to install and maintain underground conduits, cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary in the public way, or ways, hereinafter referred to as requested in the petition of said Companies dated the 9th day of March, 2009.

All construction under this order shall be in conformity with the Laws of the State of New Hampshire and the Ordinances of the City of Manchester, NH, and this license is granted, subject to its approval by the Surveyor of Highways and to certain conditions which are printed on the reverse side of this order, also the following designations and definitions, before this license shall be in full force and effect;

The maximum and minimum length of said poles shall be 60 feet and 25 feet; height of structures 52 feet and 20 feet. The approximate locations of poles and structures, including where applicable the approximate distance thereof from the edge of the traveled roadway, or of the side-walk, and of underground conduits and cables are designated or defined as shown upon a plan marked "POLE LOCATION PLAN - PUBLIC SERVICE OF NEW HAMPSHIRE" No. 11-1239, dated 3/9/2009 attached to and made a part of this order. All of said wires and cables except such as are vertically attached to poles and structures shall be placed in accordance with the National Safety Code in effect at the time of petition and/or license is granted.

Underground conduits, wires and cables shall be not less than current minimum requirements of the National Electrical Safety Code below the surface of the roadway.

This license is granted as to the following public ways or parts of ways in Manchester, New Hampshire.

License one ( 1) pole(s), 972/31 located on Auburn, South & Back Roads in the City of Manchester.

Granted By Vote of Board of Mayor  
and Aldermen, subject to approval  
of surveyor of Highways at meeting  
of said Board held \_\_\_\_\_

Approved  
Dept. of Highways

BY: \_\_\_\_\_  
\_\_\_\_\_, Surveyor

ATTEST \_\_\_\_\_  
Matthew Normand, City Clerk

Received \_\_\_\_\_ at **Manchester** and recorded in Records of Pole Location Licenses.  
Vol., \_\_\_\_\_, Page \_\_\_\_\_, filed and an attested copy delivered to the said Public Service of New  
Hampshire.

ATTEST \_\_\_\_\_  
Matthew Normand, City Clerk

C-4



MARCH 9, 2009

TO MR MATTHEW NORMOND  
MANCHESTER CITY CLERK

I WOULD LIKE TO ADDRESS  
THE MAYOR AND ALDERMAN AT SOMETIME  
IN THE NEAR FUTURE, LIKE A WEEK OR  
TWO, AT LENGTH, THAT IS APPROXIMATELY  
10 TO 15 MINUTES. I WOULD TO DISCUSS  
A FEW SUBJECTS THAT CAN NOT BE  
ACCOMPLISHED IN THREE MINUTES OR  
FOUR OR FIVE MINUTES. I HOPE YOU  
WATCH MY TV SHOW OCCASIONALLY.  
I AM NOT SINGING BETTER BUT JOE  
LARR SAID I AM ENDING ON TIME.  
MY TIME OF THE SHOW IS 6:30 PM,  
CHANNEL 23, FRIDAY NIGHTS.

THANK YOU,

Edward Mc Carthy



## CITY OF MANCHESTER HEALTH DEPARTMENT MONTHLY BULLETIN – MARCH 2009



**Public Health**  
Prevent. Promote. Protect.

### Chronic Disease Prevention & Neighborhood Health Division

#### GET MOVING MANCHESTER 2009: FAMILY MATTERS

The 7<sup>th</sup> annual Get Moving Manchester event, a program sponsored by the Manchester Health Department and Manchester School District that focuses on healthy behaviors such as healthy eating and physical activity, will begin March 23, 2009 and run through April 17, 2009. This year's theme, *Get Moving Manchester 2009: Family Matters*, encourages parents and guardians to be role models for their children by demonstrating healthy lifestyle habits. Parents and guardians play a major role in shaping the overall health of their children. Trying new foods, eating meals together, grocery shopping as a family and preparing or cooking meals with their children will trigger conversations about why it is important to make healthy choices.



*The Get Moving Manchester 2009: Family Matters* theme will reach parents through school newsletters, the Manchester School District web site, an MCTV "Our Public Health" show, a local radio station talk show, and school PTO/PTA meetings. Manchester students will participate in the program through journal logging that will track their eating habits and physical activity. It is recommended that youth eat 5 fruits and vegetables per day, get less than 2 hours of screen time each day (TV, video games, computer use not related to school work), participate in 1 hour of daily physical activity, and drink zero sweetened beverages (soda and sports drinks). For more information on the program, visit the Manchester School District web site at [www.mansd.org](http://www.mansd.org).

### Community Health Division

#### UPDATE ON INFLUENZA ACTIVITY WITHIN THE STATE OF NEW HAMPSHIRE

The New Hampshire Department of Health and Human Services is currently reporting "widespread" flu activity within the State. This recent announcement serves as a sound reminder of the importance of administering flu vaccine throughout the winter and spring months. Individuals who have not yet received an annual flu shot may consider doing so during the month of March. A limited supply of flu vaccine is still available at the Manchester Health Department. Clients are encouraged to visit the Department at any time during regular business hours for a flu shot. The fee is \$15.00.

#### 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

### UPCOMING EMERGENCY PREPAREDNESS EXERCISE

During the month of May the state of New Hampshire will be conducting a two-day, multiple site exercise designed to assess and improve the state's response to an anthrax attack. The response efforts include: activation of POD (points of dispensing) sites, communications, delivery of supplies and patient flow. This exercise is funded by the Centers for Disease Control and Prevention's Cities Readiness Initiative (CRI).

During this exercise, the Town of Goffstown will be charged with the set up and staffing of their Point of Dispensing site. The Manchester Health Department and Manchester Fire Department will provide support to Goffstown as outlined in our Regional Public Health Emergency Preparedness and Response Plan.

The region is working on the development of a Medical Reserve Corps, which would provide a workforce of trained medical practitioners, as well as trained non-medical volunteers such as CERT (Community Emergency Response Team). Stay tuned to future bulletins for more information about how you might become involved in MRC and CERT.

## School Health Division

### SCHOOL WELLNESS POLICY

Within New Hampshire, each School District is directed by state law to have a Wellness Policy. Through the work of School Health Advisory Council (SHAC), the Manchester School District's current policy has been enhanced to comply with the federal Competitive Food Policy. The new Wellness Policy was recently adopted by the School Board and for implementation City-wide.



## Monthly Spotlight

### SARAH NORMAND NAMED ONE OF NEW HAMPSHIRE'S 40 UNDER FORTY



Congratulations to Sarah Normand, Manchester's AmeriCorps VISTA Project Manager for being named one of New Hampshire's 40 Under Forty for 2009. In addition to running the AmeriCorps VISTA Program, Sarah is the founder and Board President of the Manchester Marathon Association.

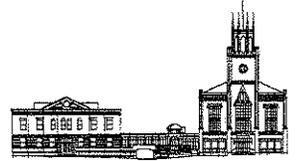
#### FOR MORE INFORMATION

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



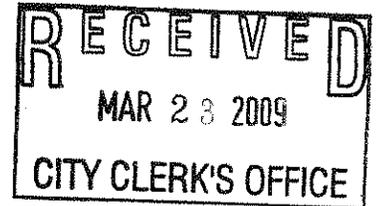
# CITY OF MANCHESTER

## Economic Development Office



March 23, 2009

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



RE: Manchester Transit Center Expenditures

Dear Mayor Guinta and Members of the Board:

Since the City assumed responsibility for operating the Manchester Transit Center on November 17, 2008, we have spent a total of \$30,511.23 for security personnel, janitorial services, snow plowing and utilities. An additional \$8,951.42 in invoices has been received and will be paid on April 15, 2009. A summary of expenses is attached. If you have any questions or need additional information, please feel free to contact me at your convenience.

Sincerely,

  
Jay Minkarah, Director  
Manchester Economic Development Office

cc: Kevin O'Maley  
Carey Roessel

# Bus Terminal Expenses

as of March 15, 2009

Day & Zimmerman - Security	\$1,200.00	
	\$1,152.00	
	\$1,376.00	
	\$1,376.00	
	\$1,152.00	
	\$1,376.00	
	\$1,344.00	
	\$1,376.00	
	\$1,348.00	
	\$1,376.00	
	\$1,376.00	
	\$1,376.00	
	<u>\$1,376.00</u>	\$15,828.00
Aramark - Custodial & Supplies	\$1,136.00	
	\$2,272.00	
	<u>\$2,272.00</u>	\$5,680.00
T.J.B., Inc. - Plow, Sand/Salt	\$270.00	
	\$655.00	
	\$270.00	
	<u>\$810.00</u>	\$2,005.00
PSNH - Electric	\$270.00	
	<u>\$993.71</u>	\$1,263.71
National Grid - Heat	<u>\$5,449.12</u>	\$5,449.12
Fairpoint - Phone	\$69.96	
	<u>\$28.52</u>	\$98.48
WaterWorks	<u>\$74.92</u>	\$74.92
Pelmac - Alarm Monitoring	<u>\$112.00</u>	\$112.00
Total Expenses		<u><u>\$30,511.23</u></u>

## Bus Terminal Expenses

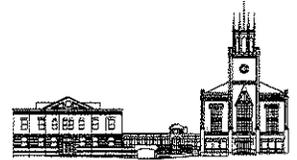
Invoices on-hand to be paid April 15, 2009

Day & Zimmerman - Security	\$1,376.00	
	<u>\$1,376.00</u>	\$2,752.00
Aramark - Custodial & Supplies	<u>\$2,272.00</u>	\$2,272.00
T.J.B., Inc. - Plow, Sand/Salt	\$810.00	
	<u>\$540.00</u>	\$1,350.00
PSNH - Electric	<u>\$653.43</u>	\$653.43
National Grid - Heat	<u>\$1,825.26</u>	\$1,825.26
Fairpoint - Phone	\$69.96	
	<u>\$28.77</u>	\$98.73
Total Expenses		<u><u>\$8,951.42</u></u>



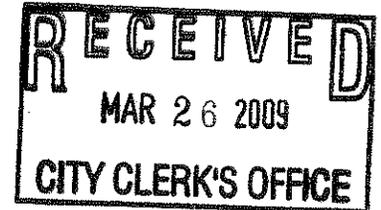
# CITY OF MANCHESTER

## Economic Development Office



March 26, 2009

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



RE: Postal Service New Hampshire/Vermont District Office

Dear Mayor Guinta and Members of the Board:

Attached is a copy of a letter from our Congressional delegation to the US Post Master General expressing their strong opposition to the recently announced decision to close the New Hampshire/Vermont District Office in Manchester. Though we are quite concerned at the decision to close the facility, we are pleased at the swift, forceful and united action taken by our representatives and are hopeful that this misguided decision will be reversed.

Sincerely,

  
Jay Minkarah, Director  
Manchester Economic Development Office

Congress of the United States  
Washington, DC 20515

March 20, 2009

Mr. John E. Potter  
Postmaster General and Chief Executive Officer  
United States Postal Service  
475 L'Enfant Plaza, S.W.  
Washington, D.C. 20260

Dear Mr. Postmaster General:

We are writing in strong opposition to today's announcement made by the U.S. Postal Service (USPS) to close the New Hampshire/Vermont (NH/VT) District Office located in Manchester, NH.

We find this decision to consolidate the Northeast operations unacceptable and misguided. The employees of the New Hampshire/Vermont District Office oversee one of the top performing offices for the USPS. This office often ranks among the highest in cost reduction, customer service, and safety. Along with its highly-rated performance, this office also offers a centrally located facility that can efficiently serve all of New Hampshire, Vermont, Maine, and northern Massachusetts.

While we certainly recognize the economic troubles that the USPS is experiencing, we find this consolidation shortsighted as we do not believe that eliminating an efficiently-run, centrally-located office is the best way for the USPS to overcome its current economic troubles. This decision will not only cost the State of New Hampshire jobs, it will be a step back in terms of the USPS' plans to use efficiencies to address its recent shortfalls without compromising customer service.

We remain committed to working with the USPS to address the many financial problems it faces as a result of our nation's current economic troubles and hope that moving forward you will reconsider this decision and look at other strategies to address this matter.

We urge you to suspend this decision and respectfully request a full briefing on the effects of this closure on regional mail distribution, cost-effectiveness, and customer service to New Hampshire's residents as soon as possible. Thank you for your time and consideration.

Sincerely,

  
\_\_\_\_\_  
Judd Gregg  
U.S. Senator

  
\_\_\_\_\_  
Jeanne Shaheen  
U.S. Senator

  
\_\_\_\_\_  
Carol Shea-Porter  
Member of Congress

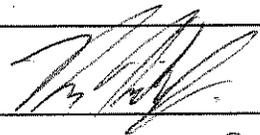
  
\_\_\_\_\_  
Paul Hodes  
Member of Congress

This letter is a request to permanantly maintain the current rate of \$2.40 per mile. Due to the increase of the cost of living we feel that this is an appropriate rate. Below you will find the names and signatures of Manchester Cab Drivers who also feel that taking away the increase that was given would have a large impact on their lives.

Printed Name	Phone Number	Signature
Virginia Busch	620 8959	Virginia Busch
George Fairbanks	935-7003	George Fairbanks
HENRY BENWARE	(603)261-0548	Henry Benware
DAM DICKSON	443-7719	Dam Dickson
Phil Kelley	603-264-2490	Phil Kelley
John	603 6890148	John Rittler
Anna Maria	603 2647813	Anna Maria
GEORGE	603 2646522	George Mon
Jack Anderson	548-2984	Jack Anderson
ALPhonso BENJAMIN	603-203-3339	Alphonso Benjamin
Alain Smith	603-512-9622	Alain Smith
Fred S. Bell	(603)785-0043	Fred S. Bell
Richard Ross	603 512 9886	Richard Ross
SHERMAN	310-1020	Sherman Henry
Ron Turgeon	264-5812	Ron Turgeon
Amy Tolman	396-2888	Amy M. Tolman
Shane Streeves	391-9163	Shane Streeves
Carol Begin	361-9444	Carol Begin
JOHN PACHECO	232-7711	John Pacheco

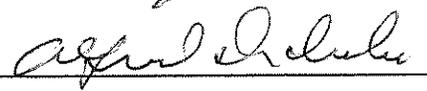
BRIVE HERRIN JR

603-341-0337



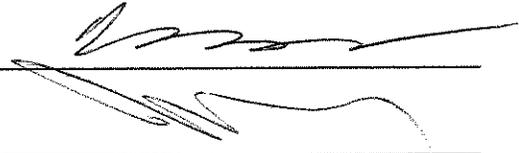
Alfred P. Julio

603 315-4226



Kirk Fournier

603-622-0008



Josh Penney

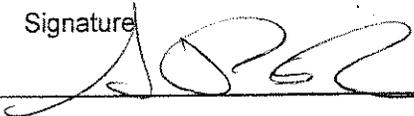
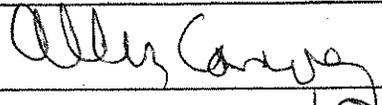
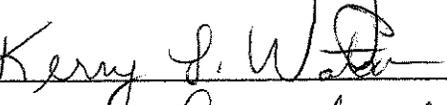
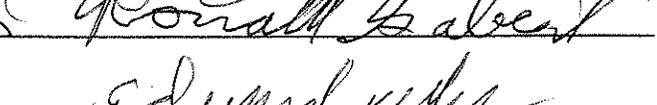
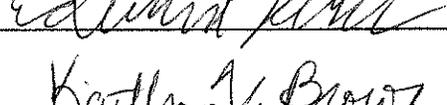
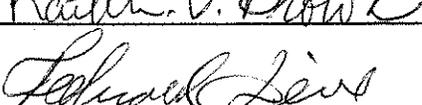
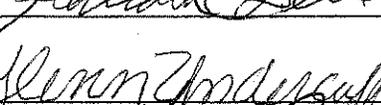
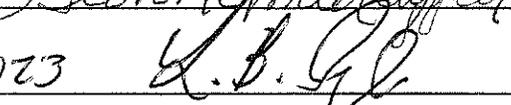
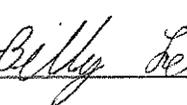
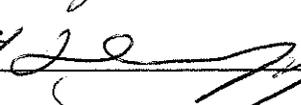
603-622-0008

This letter is a request to permanantly maintain the current rate of \$2.40 per mile. Due to the increase of the cost of living we feel that this is an appropriate rate. Below you will find the names and signatures of Manchester Cab Drivers who also feel that aking away the increase that was given would have a large impact on their lives.

Printed Name	Phone Number	Signature
Thomas M. WEBSTER	603-668-3434	Thomas M. Webster
Robert Gagnon	682-8823	Robert Gagnon
Gibson Morales		Gibson Morales
Robert England	603 533 7850	Robert England
James geschwindner		James Geschwindner
Dennis LeSage		Dennis LeSage
Arthur Kalantzis	603-935 8939	Arthur Kalantzis
John H. Murray Jr.	Ø	John H. Murray Jr.
Lawrence E. Norcross		Lawrence E. Norcross
Vaughn R ACKERMANN	647-2392	Vaughn R Ackermann
Joe Murphy	867 5457	Joe Murphy
Emel GEORGEES	603 264 3083	Emel Georgees
Denny R Cashman	264 9082	Denny Cashman
Jeffrey R. [unclear]	540-5412	Jeffrey R. [unclear]

Mr. Matt Normand  
City Of Manchester - Clerks Office  
Wednesday March 25, 2009

This letter is a request to permanently maintain the current rate of \$2.40 per mile. Due to the increase of the cost of living we feel that this is an appropriate rate. Below you will find the names and signatures of Manchester Cab Drivers who also feel that taking away the increase that was given would have a large impact on their lives.

Printed Name	Phone Number	Signature
Steven P. Pierce	674-0986-623-2222	
<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>
Allen Conway	603 315 3451	
Kerry L. Watson	603-682-4874	
Josue Champagne	603 340 0284	
Monica Acosta	603-247-6760	
Brian Dragon	603-391-6348	
Raymond F. Seidler	5986875-5668315	
Terry Figo	603 203-0218	
Ron Gabent	603 623-2222	
Edward Sparker	603-300-2802	
Kaitlin Brown	603-203-8303	
Federord Desire	603-674-2153	
GLENN UNDERCUFFLER	603 930 5909	
Louis B. Applebaum	603 657-0023	
Jose L. Aponie	603-275-5511	
Billy LeBlanc	603-234-1039	
Danny Hoag	603-943-0384	
Jennifer Sause	603-480-8155	

MATT MACDONALD

(603) 247-0226

*Matt MacDonald*

MELISSA BROWN

(603) 858-3573

*Melissa C. Brown*

JERRID GIDDINGS

(603) 264-3756

*Jerrid Giddings*

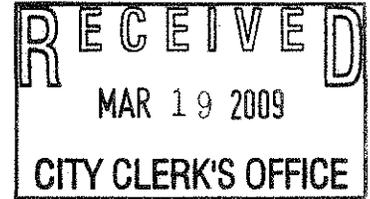
*Kevin A. Sheppard, P.E.*  
Public Works Director

*Timothy J. Clougherty*  
Deputy Public Works Director



*Commission*  
*William A. Varkas*  
*Henry R. Bourgeois*  
*Joan Flurey*  
*William F. Houghton Jr.*  
*Robert R. Rivard*

**CITY OF MANCHESTER**  
*Highway Department*



March 18, 2009  
#09-013

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

**Attn:** Mr. Matthew Normand, Actg. City Clerk

**Re:** "Household Hazardous Waste Collection Project"  
Fall 2009 and Spring 2010

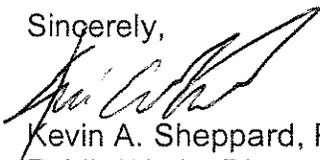
Dear Committee Members:

Please be informed that the Department of Highways is proposing to conduct two "Household Hazardous Waste Collection Projects", one in October 2009 and one in May 2010. The collection site will be set up at the Drop-Off Facility on Dunbarton Road and household hazardous wastes will be accepted between the hours of 9:00 AM and 2:00 PM.

Also be informed that the City is eligible for up to \$17,425.00 in State hazardous waste clean-up fund monies from the State of New Hampshire, Department of Environmental Services, Waste Management Division for the above referenced program.

We hereby request your authorization to accept the aforementioned funds and to enter into a contract with the NH Department of Environmental Services, Waste Management Division for the same. We further request that the Public Works Director be authorized to execute any documents that may be necessary for this contract. An original, notarized "Certificate of Authority" will be necessary for the State.

Sincerely,



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

/c

Subject: GRANT OF MATCHING FUNDS PURSUANT TO RSA 147-B:6, I-a  
 AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Dept. of Environmental Services		<b>1.2. State Agency Address</b> P. O. Box 95, Concord, NH 03302-0095	
<b>1.3. Grantee Name</b> City of Manchester, Highway Department		<b>1.4. Grantee Address</b> 227 Maple St. Manchester, NH 03103	
<b>1.5. Effective Date</b> Upon G&C Approval	<b>1.6. Completion Date</b> June 30, 2010	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$17,425.00
<b>1.9. Grant Officer for State Agency</b> Thomas S. Burack Commissioner NH Department of Environmental Services		<b>1.10. State Agency Telephone No.</b> 603-271-3503	
<b>1.11. Grantee Signature</b>		<b>1.12. Name &amp; Title of Grantee Signor</b>	
<b>1.13. Acknowledgment:</b> State of _____, County of _____, on _____ / /, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>			
(Seal)			
<b>1.13.2. Name and Title of Notary Public or Justice of the Peace</b>			
<b>1.14. State Agency Signature(s)</b>		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Thomas S. Burack, Commissioner NH Department of Environmental Services	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b>			
By: _____ Assistant Attorney General, On: _____ / /			
<b>1.17. Approval by the Governor and Council</b>			
By: _____ On: _____ / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 147-B:6, I-a, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").

4.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statues, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations, or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under

all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, sub grantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT.

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1. failure to perform the Project satisfactorily or on schedule; or

11.1.2. failure to submit any report required hereunder; or

11.1.3. failure to maintain, or permit access to, the records required hereunder; or

11.1.4. failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would

otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

## 12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or sub grantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or sub grantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

## 17. INSURANCE AND BOND.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, sub grantee or assignee performing Project work to obtain and maintain in force, both for the

benefit of the State, the following insurance:

17.1.1 statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

**EXHIBIT A**  
**List of Services**

1. The Grantee shall conduct the collection portion of its Project for **Manchester** during State Fiscal Year 2010 at the **500 Dunbarton Road, Manchester**, in accordance with the terms and conditions of a contract which incorporates, at a minimum, all of the provisions set forth in Section 3 below between the Grantee and its contracted permitted hazardous waste transporter (the contractor). For purposes of this agreement, the contractor shall mean the primary contractor and the Subcontractor means all additional contractors that the contractor hires for participating in the Project.
2. The Grantee shall spend its grant monies solely for the purpose of paying the Project's contractor and/or for paying the expenses associated with conducting the Project's educational component, as required under the NH Hazardous Waste Rules Env-Wm 1003.07.
3. The Grantee shall enter into a contract with a contractor to perform the household hazardous waste collection project that includes, as a minimum, the following provisions:
  - a. That the contractor shall handle all household hazardous wastes collected at the project site as hazardous wastes, and shall comply with all state and federal laws and regulations governing hazardous waste, including but not limited to, the provisions of RSA 147-A and Chapter Env-Wm 100 through Chapter Env-Wm 1000 involving hazardous waste safety standards, transportation requirements, and requirements for proper generation, treatment, storage, and disposal of hazardous wastes. Said requirements shall include RSA 147-A, Chapter Env-Wm 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent;
  - b. That the contractor must act as the generator of the hazardous wastes that it collects at the project site and that the contractor must sign the Project's manifest forms as such generator;
  - c. That the contractor must have all necessary permits and licenses to handle and transport hazardous wastes in New Hampshire and other states associated with the conduct of the project;
  - d. That the contractor may not assign or subcontract any of the duties to be performed under the contract without prior written approval by the Grantee and by the Department. Further, that any additional Subcontractor must also have all necessary permits and licenses to carry out the functions that are the subject of the subcontract;
  - e. That the contractor shall, at its sole expense, obtain and maintain in force, and shall require all Subcontractors to obtain and maintain in force, comprehensive public liability insurance against all claims of bodily injuries, death, or property damage, in amounts and terms complying with, at a minimum, all applicable state requirements for hazardous waste transporters, including NH Code of Administrative Rules Env-Wm 603.12. Such policies shall cover the State and the Grantee as additional insured parties and shall comply, in form and substance, with all applicable provisions of the NH Liability Insurance Act, RSA Ch. 412, and the rules thereunder;
  - f. That the contractor shall transport all household hazardous wastes collected at the project site to an authorized treatment, storage, or disposal facility. Said facility shall be in compliance with appropriate state and federal requirements.

otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

## 12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or sub grantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or sub grantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

## 17. INSURANCE AND BOND.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, sub grantee or assignee performing Project work to obtain and maintain in force, both for the

benefit of the State, the following insurance:

17.1.1 statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

I-6

**EXHIBIT A**

**Page 2**

- g. That the Grantee shall not pay the contractor until after (1) the Department has received copies of all Project manifest forms required under Part Env-Wm 510, including Copy #2 of all Project manifest forms signed by the operator of the permitted hazardous waste facility or facilities to which the Project's collected hazardous wastes were delivered, and (2) the Department has reviewed the Project's collection, handling, transportation, storage, treatment, recycling and disposal of hazardous waste for compliance with applicable state and federal requirements. The Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim, or cause of action related to the performance of this agreement or the enforcement of any applicable State or federal law;
  - h. That the contractor shall adhere to a work plan and a site safety plan, such plans to be reviewed by the Department and to be set forth as exhibits within the hazardous waste collection contract;
  - i. That the Department may exercise its authority to modify, suspend or terminate the Project if it decides that the Project poses a threat to human health or the environment; and
- 4. The Grantee shall conduct public education activities regarding household hazardous waste in accordance with the provisions of RSA 147-B:6, I-a and Section Env-Wm 1003.07. Said activities shall include those set forth in the Grantee's application for Grant Monies, as approved by the Department.
  - 5. The Grantee shall keep a count of persons participating in the Project and to conduct a questionnaire of said persons incorporating, at a minimum, the questions set forth on the Participant Exit Survey.
  - 6. The Grantee shall conduct the collection portion of its project on or before the completion date shown in Section 1.6 of the contract. Failure to do so may result in termination of this agreement.
  - 7. The Grantee shall allow the Department to have access to and conduct any monitoring of the Project deemed necessary by the Department to ensure its compliance with the terms of the contract and with state and federal statutes and regulations.

**EXHIBIT B**  
**Method of Payment**

1. The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, (2) the Grantee's accounting records, submitted to the Department have been reviewed by the Department, (3) the contractor has fulfilled the terms and conditions of its contract with the Grantee, and (4) the State has received and reviewed all Project manifest forms required in accordance with this contract and all applicable state and federal requirements. No Grant Monies shall be paid to the Grantee until the Department has determined that all the Project's collected hazardous wastes have been delivered to a permitted hazardous waste facility and the Department has reviewed the handling, transportation, and storage, treatment, recycling and/or disposal of the Project's collected hazardous wastes for compliance with applicable state and federal requirements. Said requirements shall include RSA 147-A, Chapter Env-Wm 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent. However, the payment of funds to the Grantee shall not be construed as a waiver by the Department of any past, present or future right, claim or cause of action related to the performance of this agreement or the enforcement of all applicable state or federal laws.
2. Upon fulfillment of the terms and conditions of this contract, including all of the conditions of a successful completion of the Project, the Department shall pay to the Grantee Grant Monies in the amount not to exceed **\$17,425.00**. This amount is based on a rate of **\$0.16** per capita and on a population base of **109,497** to be made to the Grantee within 30 days of either the Department's receipt of the Grantee to be served by this Project. However, in no case shall the Department pay more than fifty percent (50%) of the total costs of the Project. Payment shall be made to the Grantee within 30 days of either the Department's receipt of the Grantee's invoice or the Department's determination that the Project has been successfully completed in accordance with this contract, whichever is later.
3. Grantee expenses not directly associated with the Project shall not be reimbursable by the Department. Only costs that otherwise would not have been spent by the Grantee were it not for the Project, and the Grantee's coordination thereof, shall be reimbursed by the Department. Nonreimbursable items shall include, but not be limited to, the following: employee benefits, payroll taxes, insurance, rent, utilities, dues, and depreciation.
4. The Grantee agrees to expend monies on the Project in an amount not less than the Project's Grant Monies, in fulfillment of the matching requirement set forth in RSA 147-B:6, I-a and in Part Env-Wm 1003.
5. The Grantee agrees to pay for all Project costs beyond the amount of Grant Monies.
6. Prior to the Department's awarding of the Grant Monies specified in this agreement, the Grantee agrees to provide the Department with records showing an accounting for all monies spent and/or costs incurred from the Project, including the Project's Grant Monies. Further, the Grantee agrees that no Grant Monies shall be paid by the Department unless and until the Department has reviewed and determined that such costs or expenditures qualify for funding under the terms of this agreement, and all applicable state and federal requirements; provided that the Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.
7. The Grantee agrees to submit an invoice to the State for the Grant Monies specified in this agreement. Said invoice shall be submitted to the NH Department of Environmental Services, 29 Hazen Drive, Concord, NH 03301-6509.

**EXHIBIT C**  
**Special Provisions**

1. The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
2. Paragraph 15 of the General Provisions is amended in that the parties intend the Grantee to retain a Contractor in accordance with Exhibit A of this agreement.
3. Paragraph 17 of General Provisions is waived and Section 3 e of Exhibit A shall be in effect. This insurance requirement is hereby waived with respect to the Grantee; however, the Contractor shall ensure that it and all subcontractors obtain and maintain the required insurance at all times. The Contractor shall provide proof of insurance to the State upon request.



**CITY OF MANCHESTER**  
**PLANNING AND COMMUNITY DEVELOPMENT**

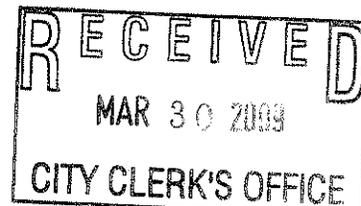
Leon L. LaFreniere, AICP  
Director

Planning & Land Use Management  
Building Regulations  
Community Improvement Program

Staff to:  
Planning Board  
Zoning Board of Adjustment  
Heritage Commission  
Millyard Design Review Committee

March 30, 2009

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



*Re: Rezoning Request, Second Street/Master Street*

Honorable Board Members:

Enclosed please find a copy of the Technical Report regarding the rezoning petition filed by ASJ Holdings, LLC, for property located at 3 Master Street and 800 Second Street. The petition was reviewed with the Planning Board at their meeting in February. At this point in time, the Planning Board has chosen not to submit a letter, either in support of, or in opposition to, the request.

I will be available at the next BMA meeting, should the Board have any questions. Per the policy on rezoning, it would be appropriate for the Board to refer this proposal to the Committee of Bills on Second Reading to schedule a public hearing.

Respectfully Submitted,

Pamela H. Goucher  
Deputy Director, Planning & Zoning

enclosure



**CITY OF MANCHESTER**  
**PLANNING AND COMMUNITY DEVELOPMENT**

Pamela H. Goucher  
Interim Director

Planning  
Community Improvement Program  
Growth Management

Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

February 18, 2009

Mr. Matthew Normand, Acting City Clerk  
City of Manchester  
One City Hall Plaza  
Manchester, New Hampshire 03101

Re: *Technical Report, Rezoning Petition, 800 Second Street & 3 Master Street*

Dear Mr. Normand:

In accordance with the policy on rezoning requests, the following is provided in consideration of an application submitted by ASJ Holdings, LLC, which involves two parcels of privately-owned land at 3 Master Street (TM TPK1, Lot 61) and 800 Second Street (TM TPK1, Lot 69), and a portion of the city-owned Master and Hill Streets ROW. All of the lands in question are approximately located on the West Side, 0.25 miles south of Wolf Park and 0.5 miles north of the Bedford town line.

In essence, the current boundary line between the B-2 (General Business) and R-2 (Residential Two Family) zoning districts cuts across a portion of both the 3 Master Street and 800 Second Street parcels (see accompanying maps). The applicant's rezoning request seeks to expand the B-2 district so that it newly includes the entirety of the properties they own at 3 Master Street and 800 Second Street, as well as a "squaring up" of a portion of the Master Street and Hill Street ROW.

Documents included with the applicant's rezoning petition indicate that their essential intent in seeking this adjustment in zoning boundary lines is to expand the uses associated with their automobile dealership business located at 764 and 800 Second Street (Subaru of Manchester) onto a portion of the abutting 3 Master Street property where such commercial activities are currently prohibited by zoning and via previously approved lot consolidation/subdivision and site plans by the Planning Board.

**Previous Planning Board Review:**

In 2006, ASJ Holdings, LLC, received Planning Board subdivision and site plan approval to consolidate several abutting parcels into the currently existing 0.82 acre lot known as 800

J-2

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

Second Street and to demolish several residential and commercial buildings located on that newly established parcel. This was done in order to expand building, parking and storage spaces associated with the established Subaru of Manchester dealership which was located at 764 Second Street, the abutting parcel immediately to the north of 800 Second Street. At the same time, the applicant represented to the Board that the existing residential home on the abutting 0.29 acre 3 Master Street property would also be razed.

A review of related Planning Board minutes indicates that, in hearings leading up to these approvals, local residents urged the Planning Board to be aware that the proposed expansion of the automobile dealership onto the 800 Second Street property would extensively encroach into a long-established residential area, and that noises, lighting and auto dealership vehicular traffic would likely depreciate the local quality of life and possibly endanger children playing in the vicinity of Master and Hill Streets. Abutters also expressed concern that demolition of the existing 3 Master Street residence would open the way for expanded commercial activity on that property and that it should be reserved exclusively for the same residential uses it had traditionally been used for. They argued that any expanded commercial activities approved by the Planning Board should be restricted to the 800 Second Street parcel and any such activities should be strongly separated from the 3 Master Street lot and the rest of the residential neighborhood by a solid visual and noise buffer. Several Planning Board members also voiced similar concerns.

At these same hearings, in response to these apprehensions, the applicant's agents stated that their intent in razing the existing residential structure at 3 Master Street was not to set the stage for expanding commercial uses onto that lot but was site preparation for the construction of a new residential structure on that lot at some point in the future. Their representation at hearing was that the only commercial intent was to expand their existing auto dealership activities exclusively onto the land at 800 Second Street.

The Planning Board approved the lot consolidation/subdivision and site plans which included a note on the recorded plan stating: "*Lot 61 [i.e. 3 Master Street] shall not be used for commercial activities... but shall be reserved for residential development*" and a note on the site plan which stipulated that "*commercial activities... are to be restricted to Lot #69*". The approved site plan also included a six-foot high vinyl fence and landscaping on the Second Street property along its boundary line with the 3 Master Street parcel to provide a visual buffer between the commercial and residential properties.

As a side bar, the applicants have represented to the Planning Staff that, since Planning Board approvals in 2006 and subsequent construction, they have held additional meetings with the neighborhood and that the residents are now supportive of the commercial operation, the proposed expansion and the rezoning request. The Planning Staff has not had any contact, since the 2006 meetings, with the abutters to these properties.

### **Past Zoning**

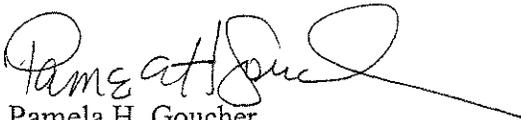
Prior to 2001, the year the Zoning Ordinance and map were revised, the entire area of the 3 Master Street property was zoned R-2 and the entire area of the 800 Second Street parcel was

zoned B-2. Staff is not certain why the map was adjusted in 2001, resulting in the split-zone seen on the two lots in questions.

**BMA Rezoning Petition Review**

From a technical perspective, the applicant's rezoning petition may now be forwarded to the Board of Mayor and Aldermen for their review. Toward this end, and consistent with the policy for rezoning petitions, I am forwarding a copy of this report and petition to the Planning Board, Building Department, and the Office of the City Solicitor so that their comments may be available for consideration by the Board of Mayor and Aldermen.

Respectfully submitted,

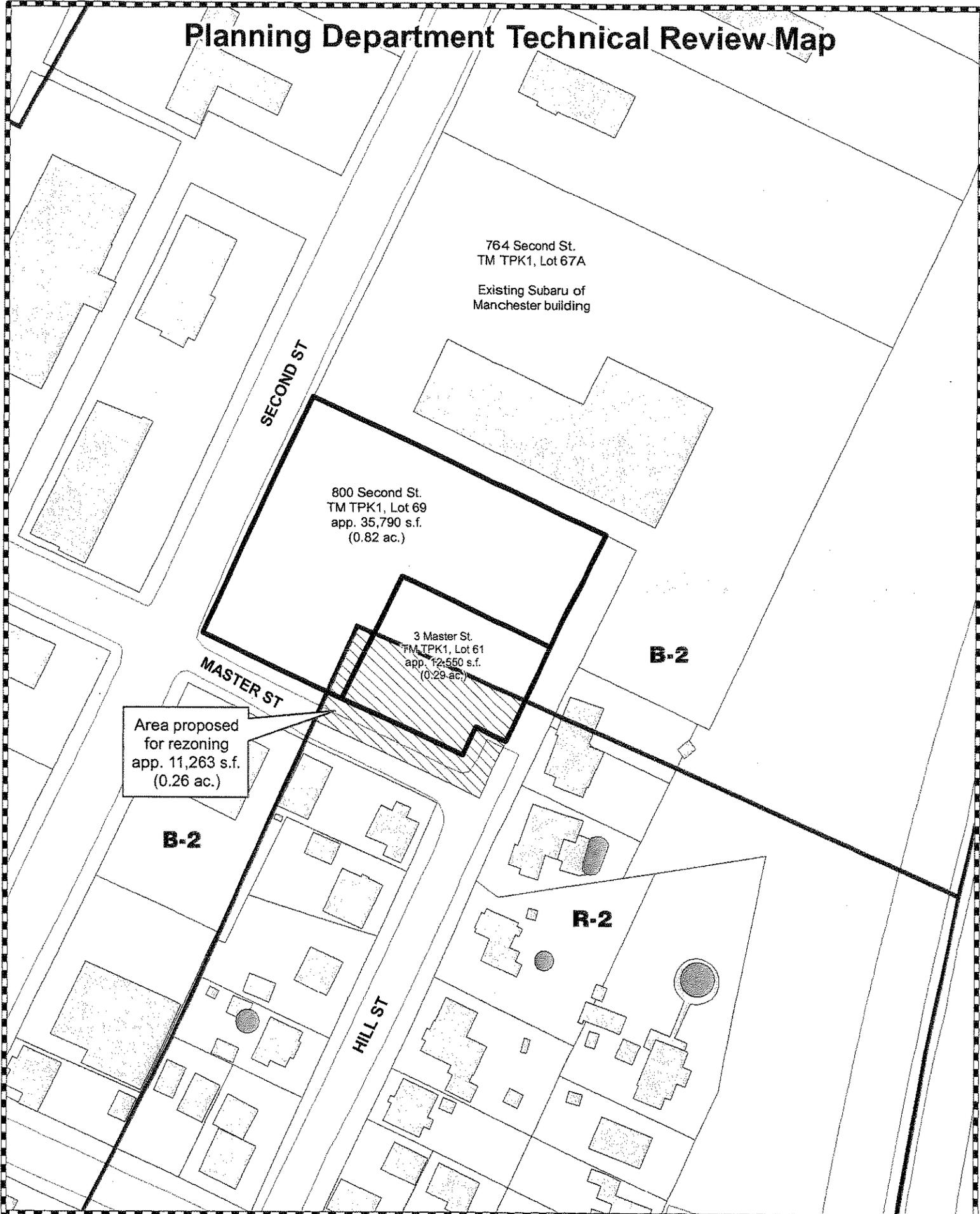


Pamela H. Goucher  
Interim Planning Director

Copy: Planning Board  
Building Department  
Office of the City Solicitor

Attachment

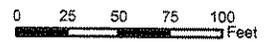
# Planning Department Technical Review Map



1. This map was prepared by the City of Manchester Planning & Community Development Department (D. Beauchesne) on February 18, 2009.

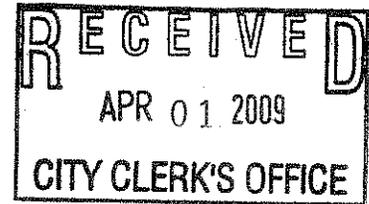
Current zoning boundary

Area to be rezoned from R-2 to B-2



J-5

March 23, 2009



Board of Mayor and Aldermen  
City of Manchester  
One City Hall Plaza  
Manchester, N.H. 03101

Dear Board of Mayor and Aldermen,

My name is John Gimas and I own commercial property located at 60 Beech St. in Manchester.

Recently both the Building Department and the Public Works Department (Survey Division) contacted me about a sign I have on my property that is actually on city property. (Please see attached pictures.)

I recently purchased this property, and my pre-buy research had indicated that a permit had been granted to install the pole and the sign on top of the pole. I was not aware the sign pole is in fact on city property and am requesting permission to leave the pole at its existing location so I may begin to use it. The Building Department informed me that in situations like this the city may grant a revocable lease or something similar to allow the sign to stay.

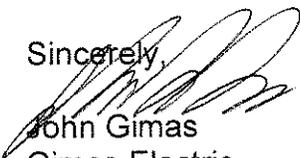
Having a highly visible sign on the property has enabled me to rent my retail space despite it being located in a less desirable industrial area--especially during these difficult economic times.

The sign is in concrete and removing it and erecting a new sign would be very expensive. In these economic times, this type of expense is very impacting for small business owners like me.

I very much appreciate your consideration in this matter.

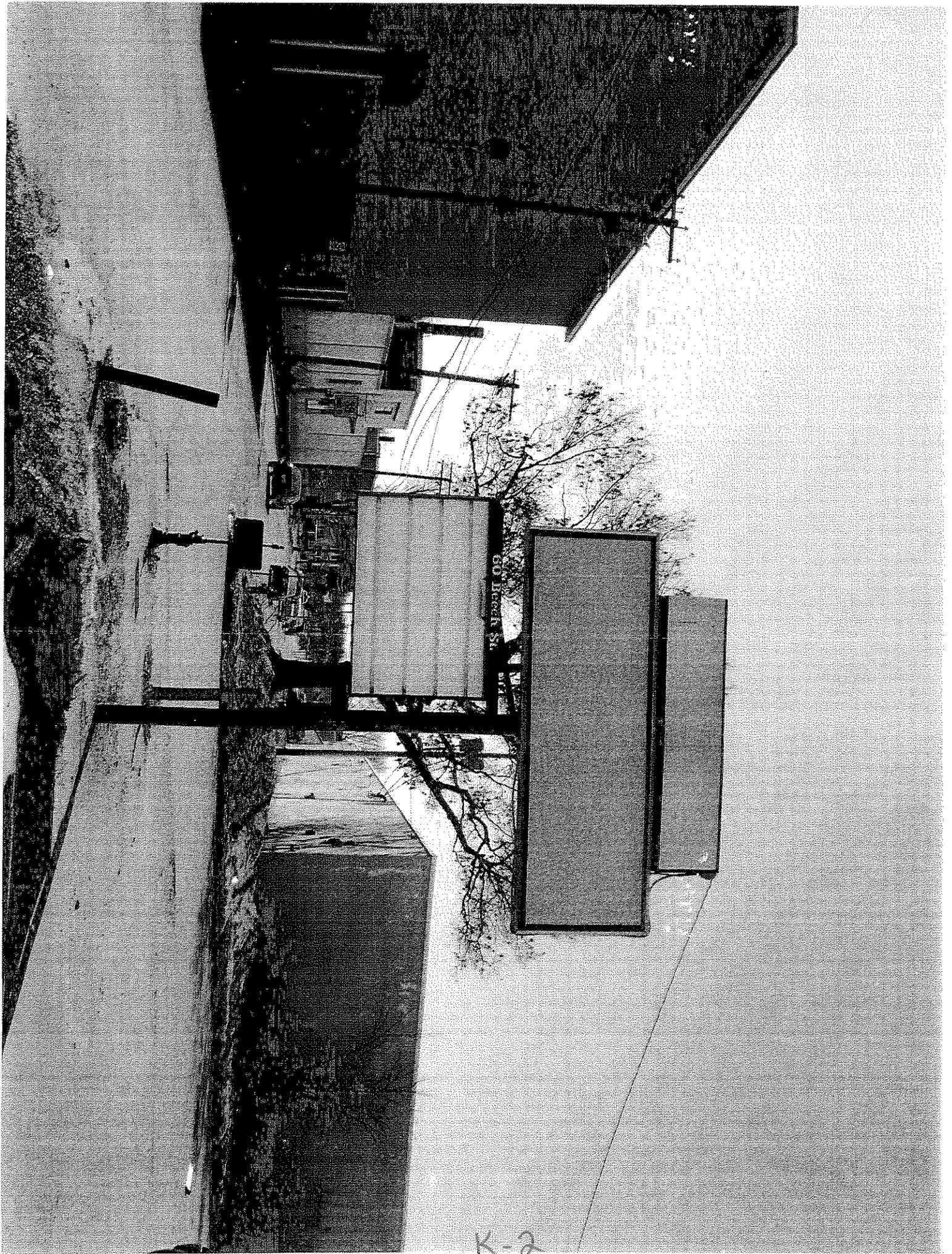
I may be reached at home on 647-4552 or cell on 234-5996. I can also be reached by email on [gimaselectric@myfairpoint.net](mailto:gimaselectric@myfairpoint.net).

Sincerely,



John Gimas  
Gimas Electric

K-1



K-2

# APPLICATION TO ERECT SIGN

CITY OF MANCHESTER, N. H.

Dept. of Buildings

Zone I-3  
 Insurance needed  
 Elect. Permit attached  
 App. App'd. \_\_\_\_\_  
 (Date) \_\_\_\_\_

BY \_\_\_\_\_ 20

Location 60 Beech Street Date 5/16/91  
 Type of Sign pole electric  
 (wall, roof, projecting, etc.) (electric, non-electric)  
 Business Name A-1 Sports Center If Roof Sign, Type of Roof and Pitch \_\_\_\_\_  
 Owner A-1 Sports Center Address 60 Beech St Manchester NH  
 Material of Sign Plastic/metal Weight 150 lbs  
 Height From Roof N/A Clear Ht. Over Sidewalk 14'  
 Height Overall 14' Distance from Sidewalk 5' 2" Width of Sidewalk 8'  
 Projection of Sign (Over Sidewalk) 0 Ft. 0 In. Distance from Bldg. 15'  
 No. of Faces of Sign 2 Below Briefly Explain Hanging or Erecting Method.  
 Over Public or Private Prop. private Extreme Dimensions of Sign. Length 8' x Height 2'  
 Existing Signs — Type none Size \_\_\_\_\_  
 (If Alteration Describe Here) Sign to be installed with appropriate size footing.

Bldg Permit #375-91

Please Submit Sketch of Sign with Application. (On Larger Signs Structural Drawings May Be Required)

Signature of Erector Ronald Parodi Address 711 Mast Rd Manchester Tel. 622-2344

See Sect. 118.0 Bldg. Code

## PERMIT FEES

SIGNS AND DISPLAY STRUCTURES	MIN. FEE	OVER 50 SQ. FT. ADD. FEE	TOTAL
a) Over Public Prop. up to 50 sq. ft. Face Area.....	\$37.50	..... sq. ft. @ .75/sq. ft. ....	.....
b) Over Private Prop. up to 50 sq. ft. Face Area..... <u>32 M</u>	15.00	..... sq. ft. @ .75/sq. ft. ....	<u>15.00</u>
c) Temporary.....	25.00	<u>A/71</u>	<u>15.00</u>
Fee Pd. <u>R</u> Collected by <u>5/21/91</u>			
PAID BY: Check <input checked="" type="checkbox"/> # <u>11681</u> Cash <input type="checkbox"/> M.O. <input type="checkbox"/>		TOTAL FEE	<u>30.00</u>



PERMIT # 68 Date MAY 21 1991

Ronald H. Landrum

Building Commissioner

← 8' →

A-1 SPORTS  
CENTER

↑  
2'  
↓

↑

12'

↓



K-4

# City of Manchester New Hampshire

*In the year Two Thousand and Nine*

## A RESOLUTION

"Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Four Thousand Dollars (\$4,000) for the FY 2009 CIP 612609 DRED Marketing Grant."

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 \$4,000 from the State of New Hampshire Department of Resources and Economic Development to support the out-of-state marketing efforts of the Manchester Economic Development Office;

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

**By adding:**

FY 2009 CIP 612609 – DRED Marketing Grant - \$4,000 State

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

# City of Manchester New Hampshire

*In the year Two Thousand and Nine*

## A RESOLUTION

“Amending the FY 2008 and 2009 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eight Million Dollars (\$8,000,000) for various FY 2008 and 2009 CIP EPD Projects.”

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 2008 and 2009 CIP as contained in the 2008 and 2009 CIP budgets; and

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

WHEREAS, the Board of Mayor and Aldermen desires to approve the funds necessary to complete several design and construction projects funded with EPD users fee;

NOW, THEREFORE, be it resolved that the 2008 and 2009 CIP be amended as follows:

**By increasing:**

A) CIP 712209-Cohas Brook Phase III Contract 1-\$2,000,000 EPD  
From \$5,000,000 EPD to \$7,000,000 EPD

B) CIP 711008-Design & Construction of Incinerator Upgrade at WWTF-\$2,500,000 EPD  
From \$3,500,000 EPD to \$6,000,000 EPD

C) CIP 711108-Design of Aeration Upgrade at WWTF-\$250,000 EPD  
From \$750,000 EPD to \$1,000,000 EPD

D) CIP 711208-Design of Grit Chamber Upgrade at WWTF-\$3,250,000 EPD  
From \$750,000 EPD to \$4,000,000 EPD

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

# City of Manchester New Hampshire

*In the year Two Thousand and Nine*

## A RESOLUTION

“Amending the FY 2007 and 2008 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eight Hundred Thirty Thousand One Hundred Eighty Seven Dollars and Seventy Four Cents (\$830,187.74) for the FY 2008 CIP 710908 Construction Cohas Brook Phase II-Contract 3.”

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 and 2008 CIP as contained in the 2007 and 2008 CIP budgets; and

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

WHEREAS, the Board of Mayor and Aldermen desires to approve funds as required to complete the Contract #3 of the Cohas Brook Project Phase 2 estimated to cost \$830,187.74;

WHEREAS, funds in the amount of \$590,187.74 are available from Contract #1 of the Cohas Brook Contract Project Phase 2; and

WHEREAS, additional funds in the amount of \$240,000 are available from EPD user fees;

NOW, THEREFORE, be it resolved that the 2007 and 2008 CIP be amended as follows:

**By decreasing:**

FY 2007 CIP 712307 – Construction Cohas Brook Phase II, Contract 1-\$590,187.74  
From \$1,250,000 Enterprise to \$659,812.26 Enterprise

**By amending & increasing:**

FY 2008 CIP 710908 – Construction Cohas Brook Phase II, Contract 3-\$830,187.74  
From \$960,000 Enterprise and \$240,000 State to \$1,790,187.74 Enterprise

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

# City of Manchester New Hampshire

*In the year Two Thousand and Nine*

## A RESOLUTION

"Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of One Million Six Hundred Sixty Six Thousand Dollars (\$1,666,000) for the FY 2007 CIP 713107 Granite Street Reconstruction-Phase 3 Project."

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

WHEREAS, the Board of Mayor and Aldermen has approved the 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 Improvement funds in the amount of \$1,666,000 for reimbursement of eligible costs from the Granite Street project;

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

**By increasing:**

FY 2007 CIP 713107 – Granite Street Reconstruction-Phase 3 Project - \$1,666,000 State  
From \$5,300,000 to \$6,966,000 (\$5,300,000 Bond and \$1,666,000 State)

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

# City of Manchester New Hampshire

In the year Two Thousand and

## A RESOLUTION

"A Resolution appropriating to the Parking Fund the sum of \$4,886,940 from Parking for the Fiscal Year 2010."

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

That the sum of Four Million, Eight Hundred Eighty-Six Thousand, Nine Hundred Forty Dollars (\$4,886,940) from Parking shall be hereby appropriated to the Parking Fund for Fiscal Year 2010 as follows:

Salaries and Wages .....	\$720,083
Line Item Expenses .....	\$2,124,550
Capital Outlay .....	\$820,000

RESTRICTED FUNDS: Subject to the approval of the Finance Officer.

Employee Benefits .....	\$434,320
Debt Service .....	\$787,987

TOTAL .....	\$4,886,940
-------------	-------------

RESOLVED that this Resolution shall take effect upon its passage.

# City of Manchester New Hampshire

In the year Two Thousand and

## A RESOLUTION

"A Resolution appropriating the sum of \$15,169,079 from Sewer User Rental Charges to the Environmental Protection Division for Fiscal Year 2010."

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

That the sum of Fifteen Million, One Hundred Sixty-Nine Thousand, Seventy Nine Dollars (\$15,169,079) from Sewer User Rental Charges to the Environmental Protection Division for Fiscal Year 2010 be hereby appropriated for operation Expenses as follows:

Salaries and Wages .....	\$2,625,794
Line Item Expenses .....	\$3,459,150
Capital Outlay .....	\$1,090,725

RESTRICTED FUNDS: Subject to the approval of the Finance Officer.

Employee Benefits .....	\$1,315,860
Insurance .....	\$169,050
Debt Service .....	\$6,100,000
Audit .....	\$16,000

RESTRICTED FUNDS: Subject to the approval of the Board of Mayor and Aldermen.

Contingency .....	\$392,500
TOTAL .....	\$15,169,079

RESOLVED that this Resolution shall take effect upon its passage.

# City of Manchester New Hampshire

*In the year Two Thousand and*

## A RESOLUTION

"A Resolution appropriating the sum of \$3,303,000 from Recreation User Charges to the Recreation Division for Fiscal Year 2010."

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

That the sum of Three Million, Three Hundred and Three Thousand Dollars (\$3,303,000) from Recreation User Charges to the Recreation Division for Fiscal Year 2010 be hereby appropriated for operation Expenses as follows:

Salaries and Wages .....	\$1,211,149
Line Item Expenses .....	\$823,238
Capital Outlay .....	\$18,000

RESTRICTED FUNDS: Subject to the approval of the Finance Officer.

Employee Benefits .....	\$555,425
Insurance .....	\$39,030
Debt - Principal and Interest .....	\$599,458
Audit .....	\$6,700
Contingency .....	\$50,000

TOTAL .....	\$3,303,000
-------------	-------------

RESOLVED that this Resolution shall take effect upon its passage.

# City of Manchester New Hampshire

*In the year Two Thousand and*

## A RESOLUTION

"A Resolution appropriating to the Manchester Transit Authority the sum of \$900,000 for the Fiscal Year 2010."

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

That the sum of Nine Hundred Thousand Dollars (\$900,000.) is hereby appropriated to the Manchester Transit Authority to be taken from such unappropriated money as may now be in the City Treasury or may hereafter come into it and the balance by tax upon the estates liable to be taxed in said City and by tax on polls, or from other source shall be appropriated as follows:

RESTRICTED FUNDS: Subject to the approval of the Manchester Transit Authority.

\$900,000

RESOLVED that this Resolution shall take effect upon its passage.

# City of Manchester New Hampshire

*In the year Two Thousand and*

## A RESOLUTION

"A Resolution appropriating to the Manchester School District the sum of \$146,100,000 for the Fiscal Year 2010."

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

That the sum of One Hundred Forty-Six Million, Fifty-Six Thousand, Eight Hundred Thirty-Nine Dollars (\$146,100,000) is hereby appropriated to the Manchester School District to be taken from such unappropriated money as may now be in the City Treasury or may hereafter come into it and the balance by tax upon the estates liable to be taxed in said City and by tax on polls, or from other source shall be appropriated as follow:

RESTRICTED FUNDS: Subject to the approval of the City of Manchester Board of School Committee.

\$146,100,000

RESOLVED that this Resolution shall take effect upon its passage.

# City of Manchester New Hampshire

*In the year Two Thousand and*

## A RESOLUTION

"Appropriating all Incremental Meals and Rooms Tax Revenue Received by the City in Fiscal Year 2010 and held in the Civic Center Fund, for the payment of the City's Obligations in Said Fiscal Year under the Financing Agreement."

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

- WHEREAS, IN ACCORDANCE WITH THE New Hampshire Revised Statutes Annotated, the Board of Mayor and Aldermen established on the books of the City the Civic Center Fund; and
- WHEREAS, Meals and Rooms Tax Revenue, in excess of \$454,927 in each year, paid to the City by the State of New Hampshire in accordance with RSA 78-A shall be held in the Civic Center Fund to pay the City's share of the costs of constructing the Manchester Civic Center; and
- WHEREAS, in accordance with the terms of the Financing Agreement between the City and the Manchester Housing and Redevelopment Authority dated as of March 1, 2000 (the "Financing Agreement"), the City must appropriate funds held in the Civic Center Fund to meet its obligations under the Financing Agreement;

NOW, THEREFORE, be it resolved as follows:

That all Incremental Meals and Rooms Tax Revenue received by the City in Fiscal Year 2010 and held, in the Civic Center Fund, is hereby appropriated for the payment of the City's obligations in said fiscal year in accordance with the terms of the Financing Agreement.

RESOLVED that this Resolution shall take effect upon its passage.

M-6

# City of Manchester New Hampshire

In the year Two Thousand and

## A RESOLUTION

"A Resolution appropriating to the Manchester Airport Authority the sum of \$52,768,681 from Special Airport Revenue Funds for Fiscal Year 2010."

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

That the sum of Fifty-Two Million, Seven Hundred Sixty-Eight Thousand, Six Hundred Eighty-One Dollars (\$52,768,681) from Special Airport Revenue funds shall be hereby appropriated to the Manchester Airport Authority for Fiscal Year 2010 as follows:

Salaries and Wages .....	\$5,776,815
Line Item Expenses .....	\$22,334,375
Capital Outlay .....	\$3,252,100

RESTRICTED FUNDS: Subject to the approval of the Finance Officer.

Employee Benefits .....	\$2,795,391
Debt - Principal and Interest .....	\$17,630,000
Debt - Bond Financing .....	\$650,000
Audit .....	\$55,000
Insurance .....	\$275,000

TOTAL .....	\$52,768,681
-------------	--------------

RESOLVED that this Resolution shall take effect upon its passage.

# City of Manchester New Hampshire

*In the year Two Thousand and*

## A RESOLUTION

"A Resolution appropriating to the Manchester School Food and Nutrition Services Program the sum of \$5,585,500 from School Food and Nutrition Services Revenues for Fiscal Year 2010."

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

That the sum of Five Million, Five Hundred Eighty-Five Thousand, Five Hundred Dollars (\$5,585,500) from School Food and Nutrition Services revenues shall hereby be appropriated to the Manchester School Food and Nutrition Services program for Fiscal Year 2010 as follows:

RESTRICTED FUNDS: Subject to the approval of the Manchester Board of School Committee.

\$5,585,500

RESOLVED that this Resolution shall take effect upon its passage.

M-8

# City of Manchester New Hampshire

*In the year Two Thousand and*

## A RESOLUTION

“Amending a Resolution ‘Raising Monies and Making Appropriations for the Fiscal Year 2010’ to \$126,682,940.”

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

That the sum of One-Hundred, Twenty-Six Million, Six Hundred Eighty-Two Thousand, Nine Hundred Forty Dollars (\$126,682,940) plus the County Tax be taken from such unappropriated money as may now be in the City Treasury or may hereafter come into it, and the balance by tax upon the estates liable to be taxed in said City and by tax on polls, or from other source, shall be appropriated as follows:

### General Government

010	Aldermen .....	\$70,000
020	Assessors .....	\$614,727
030	Planning & Community Development .....	\$1,709,872
040	City Clerk .....	\$1,014,507
050	Economic Development Office .....	\$252,558
070	City Solicitor .....	\$1,075,540
100	Finance .....	\$919,497
130	Information Systems .....	\$1,388,168
160	Mayor .....	\$193,504
180	Office of Youth Services .....	\$564,415
190	Human Resources .....	\$621,887
210	Building Maintenance .....	\$6,419,389
220	Tax Collector .....	\$570,460
300	Fire Department .....	\$18,542,114
330	Police Department .....	\$19,089,182
410	Health Department – City .....	\$1,362,760
411	Health Department – School .....	\$1,236,948
500	Highway Department .....	\$19,355,909
600	Welfare Department .....	\$1,056,830
650	Parks and Recreation .....	\$2,502,259
710	Library Department .....	\$1,969,918
820	Elderly Services .....	\$249,694

*Continued on page 2*

# City of Manchester New Hampshire

*In the year Two Thousand and*

## A RESOLUTION

“Amending a Resolution ‘Raising Monies and Making Appropriations for the Fiscal Year 2010’ to \$126,682,940.”

Page 2

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

170	Non-Departmental
Health Insurance .....	\$11,290,000
Dental Insurance .....	\$875,000
Life Insurance .....	\$72,633
Disability Insurance .....	\$69,054
Workers Compensation- Medical .....	\$1,550,000
Workers Compensation – Salary .....	\$535,000
Casualty & General Liability .....	\$700,000
Fire Retirement .....	\$2,726,784
Police Retirement .....	\$1,887,503
City Retirement .....	\$5,000,000
FICA .....	\$2,732,931
Unemployment .....	\$70,000
Contingency/Salary Adjustment .....	\$600,000
Civic Contributions and Programs .....	\$231,798
MCTV/MCAM .....	\$500,000
Safety Review Board .....	\$20,000
Conservation Commission .....	\$7,499
Community Improvements .....	\$1,304,600
Motorized Equipment .....	\$1,785,000
Employees Medical Services .....	\$50,000
Maturing Debt .....	\$8,495,000
Interest on Maturing Debt .....	\$5,400,000
Total .....	\$126,682,940

RESOLVED that this Resolution shall take effect upon its passage.

M-10

# City of Manchester New Hampshire

*In the year Two Thousand and*

## A RESOLUTION

"A Resolution appropriating to the Central Business Service District the sum of \$244,000 from Central Business Service District Funds for Fiscal Year 2010."

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

That the sum of Two Hundred, Forty-Four Thousand Dollars (\$244,000) from Central Business Service District funds shall be hereby appropriated to the Central Business Service District for Fiscal Year 2010 as follows:

RESTRICTED FUNDS: Subject to the approval of the Planning Director.

Expenses .....	\$244,000
TOTAL .....	\$244,000

RESOLVED that this Resolution shall take effect upon its passage.

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

The Committee on Accounts, Enrollment and Revenue Administration respectfully advises, after due and careful consideration, that the travel summary reports from various City departments have been received and filed.

*(Unanimous vote)*

Respectfully submitted,

  
Clerk of Committee

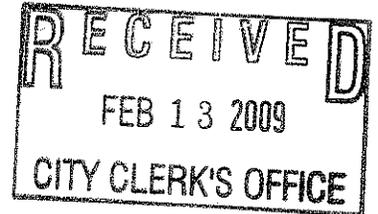
*Kevin A. Sheppard, P.E.*  
*Public Works Director*

*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*



February 11, 2009  
EPD No. 09-021

Alderman Peter Sullivan, Chairman  
Committee on Accounts, Enrollment & Revenue Administration  
C/O Matthew Normand, Acting City Clerk  
One City Hall Plaza  
Manchester, New Hampshire 03101

Subject: **NEWEA Annual Conference**  
**Trip Report**

Dear Alderman Sullivan,

I recently attended the New England Water Environment Annual Conference in Boston, MA from January 25<sup>th</sup> to January 28, 2009. This annual conference of environmental professionals focused on current issues, technologies, legislation, best practices, and lessons learned in the wastewater, stormwater, and drinking water industry. This conference provides the perfect opportunity to learn about current industry issues, obtain continuing education credits (a professional requirement), and to network with regulators, peers, vendors, and consultants. This networking is especially important for the City of Manchester as communities jockey for position for the anticipated Economic Stimulus Package being negotiated in Washington, DC.

A sample of topics covered at the conference included:

- WWTP operations
- CSO wet weather planning
- Wastewater treatment technologies
- Collection system technologies
- Utility management
- Energy use
- Sustainable infrastructure
- Asset management and initiatives for the future
- Utility financial planning and pricing trends

In addition to attending several technical sessions at the conference, I also presented a technical paper on one of our ongoing projects for the City of Manchester. The presentation was well received and reinforced the City of Manchester's position as a leader in environmental management in Northern New England. Lastly, I also attended two professional committee meetings that I am involved with.

In closing, I wish to thank the City of Manchester for this educational and networking opportunity. If you have any questions regarding the conference, or require any additional information, please feel free to contact me at your convenience.

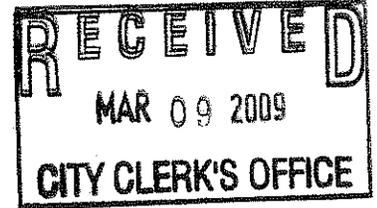
Very truly,

A handwritten signature in cursive script that reads "Frederick J. McNeill". The signature is written in dark ink and is positioned above the typed name.

Frederick J. McNeill, P.E.  
Chief Engineer

FJM/djv

Attachments



**City of Manchester Department of Aviation  
Manchester · Boston Regional Airport**

**Travel/Conference Summary Form**

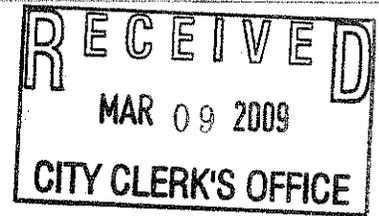
Name: Mark Brewer & Tom Malafronte  
Purpose of Travel: Visit to Southwest Airlines  
Conference Dates : 2/17/09 – 2/18/09  
Location: Dallas, TX

**Summary of meeting or conference agenda**

The purpose of the trip was to meet with Southwest Airlines and their schedule planning team to discuss air service.

**Information learned**

Southwest business strategy for 2009 and implementation plans Boston/Logan and impact to Manchester-Boston Regional Airport.



**City of Manchester Department of Aviation  
Manchester · Boston Regional Airport**

**Travel/Conference Summary Form**

Name: Mark Brewer/Tom Malafronte  
Purpose of Travel: Delta Airlines Visit  
Conference Dates : March 3 – March 4, 2009  
Location: Atlanta, Georgia

**Summary of meeting or conference agenda**

The purpose of the trip was to meet with Delta Airlines and their schedule planning team to discuss air service.

**Information learned**

Delta Airlines strategy for 2009.

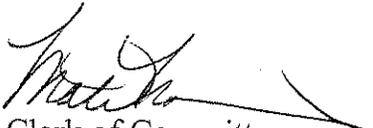
**A COPY OF THIS COMPLETED FORM WILL BE SUBMITTED TO THE CITY CLERK'S OFFICE FOR DISTRIBUTION TO BOARD OF MAYOR AND ALDERMEN**

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

The Committee on Accounts, Enrollment and Revenue Administration respectfully advises, after due and careful consideration, that unresolved observations from prior audits as submitted by Kevin Buckley, Internal Auditor, has been resolved and recommends that the report be accepted.

*(Unanimous vote)*

Respectfully submitted,



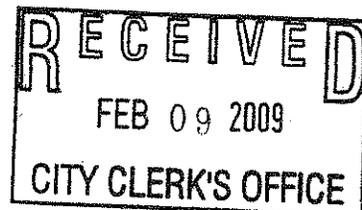
Clerk of Committee

tabled 2/17/09



**City of Manchester  
Office of the Independent City Auditor**

One City Hall Plaza, West Wing  
Manchester, New Hampshire 03101  
Phone: (603) 624-6523  
Fax: (603) 624-6528



February 9, 2009

Committee on Accounts, Enrollment and Revenue Administration  
C/o City Clerk  
One City Hall Plaza  
Manchester, NH 03101

Dear Committee Members,

Per your request attached is an update of the current status of unresolved observations from my prior audits. Testing was limited to inquiry of department personnel and where appropriate running reports from the HTE accounting system.

Of the 66 observations in my reports I believe that 59 (89%) are fully resolved and another 2 (3%) at least partially resolved leaving only 5 (8%) unresolved.

Sincerely,

Kevin Buckley

Audit Title Observation #	Resolved	Partially Resolved	Unresolved
<b>General Fixed Asset Account Group</b>			
Observation 1		X	
Observation 2	X		
Observation 3			X
Observation 4	X		
<b>Community Improvement Program</b>			
Observation 1	X		
Observation 2	X		
Observation 4	X		
<b>Highway Department Consumable Inventory 6/30/02</b>			
Observation 1			X
<b>Building Permits – Assessment Cycle</b>			
Observation 1	X		
<b>Office of the Tax Collector</b>			
Observation 2			X
Observation 3	X		
<b>Tuition Reimbursement Program</b>			
Observation 1	X		
Observation 4	X		
Observation 5	X		
<b>Welfare Department</b>			
Observation 4		X	
Observation 13	X		

<b>Audit Title Observation #</b>	<b>Resolved</b>	<b>Partially Resolved</b>	<b>Unresolved</b>
<b>Office of the City Clerk</b>			
Observation 2			X
Observation 6	X		
<b>Fire Department Overtime</b>			
Observation 1	X		
Observation 2	X		
<b>Traffic Department</b>			
Observation 1	X		
Observation 5	X		
Observation 8			X

**GENERAL FIXED ASSET ACCOUNT GROUP  
(EXCLUDES CONSTRUCTION WORK IN PROCESS)  
JUNE 30, 2001**

**OBSERVATION 1: LACK OF DOCUMENTATION AVAILABLE TO SUPPORT COSTS**

The third generally accepted standard of fieldwork, as promulgated by the AICPA, requires that "Sufficient competent evidential matter is to be obtained through inspection, observation, inquiries, and confirmations to afford a reasonable basis for an opinion regarding the financial statements under audit". As part of the test work used to determine if the capital asset balance reported in the City's financial statements at June 30, 2001 was fairly stated, the following procedures were performed:

A sample of 120 items was selected for testing. The sample was selected by taking the ten largest dollar value items in each of the five asset classes and then randomly selecting the remainder of the items. To determine if the items existed, each item was physically identified. To determine if the reported cost was fairly stated the cost was traced back to the supporting documentation. Supporting documentation in this case means vendor invoice or contract remittance request. For some of the older buildings, land and improvements where early records were difficult to find old deeds, contracts and city reports were used.

Of the sample of 120 items the following observations were noted.

In the early 1990's the Finance Department undertook the massive project of obtaining historical costs for the City's fixed assets. Reporting fixed assets is required by Generally Accepted Accounting Principles. The Finance Department developed a manual for departmental use on the procedures for fixed asset identification and accounting. The manual did not address record retention. At the time the City was adhering to the State of NH record retention rules that required that records be maintained for seven years. Recently a capital assets manual has been posted to the shared drive for use by all departments however; most departments do not appear to be aware of its existence. The manual also does not emphasize the documentation that needs to be maintained at the department level and who is responsible for record keeping. Due to these problems the level of documentation maintained at each department varied from poor to excellent depending on the department and class of asset. When the City changed software from the LGFS accounting package to HTE in 1997 a cross-reference to the supporting documentation for cost was not available from the LGFS system. As a result for items entered prior to 1997 this field has been left blank in the HTE Continuing Property Records (CPR) module. Documentation for all items is possibly available in archives but due to poor cross-referencing to purchase orders of older assets in the CPR module this was not attempted. The test work revealed the following conditions, by class of asset.

## Land, Buildings and Improvements

When the Finance Department undertook the fixed asset project to gather documentation to support the costs recorded for all land, buildings and improvements owned by the City this documentation was put into several three ring binders and placed into archives. Recent additions of these classes for schools and some City buildings are the responsibility of Public Building Services, which does an adequate job of compiling this information. It is not clear who is responsible for maintaining this information at other departments or the manner that it is to be kept. There also seems to be confusion on how long to hold on to this information.

Out of the sample of 20 land parcels selected for testing it was noted that 4 parcels lacked any documentation to support the amounts reported. The total dollar amount of the unsupported parcels was \$1,619,734 or 25.3% of the sample.

Out of the sample of 20 buildings selected for testing it was noted that 2 buildings did not have adequate supporting documentation. The total dollar amount of the unsupported buildings was \$38,308 or less than 1% of the sample.

Out of the sample of 20 improvements other than buildings selected for testing 3 lacked adequate supporting documentation. The total dollar amount of unsupported improvements was \$202,476 or 5.3% of the sample.

## Vehicles

Testing of general fund agencies' vehicles revealed that this class of assets had the widest range of documentation levels among departments. The Police Department maintenance garage maintained an excellent set of records for their vehicles. Each vehicle was assigned its own folder in a file cabinet that contained not only all costs associated with the purchase but also all related warranty and repair records. The Highway Department maintenance garage also had similar excellent records for vehicles purchased in the last eight years but limited records for vehicles older than that. All other departments that we tested did not maintain specific files on vehicles. IA did not test vehicles maintained by enterprise fund agencies. If the vehicle was less than five years old the supporting documentation was usually available in the vendor files but any records that are older than that are routinely sent to archives per the Finance Department record retention policy. Out of 30 vehicles tested 22 did not have adequate documentation available. The total dollar amount of vehicles with inadequate documentation available was \$4,071,751 or 92.8% of the sample.

## Equipment

The City does not have a specific requirement for departments to retain documentation on capital assets for any period of time. Departments generally follow the State of NH record retention policy for all documentation and only retain records for seven years. No department that was tested retained files specific to their capital assets. The only

department that maintained files in a manner sufficient to easily retrieve cost documentation for their equipment was the Police Department. All other departments retained cost documentation by vendor in the accounts payable files. Out of 30 equipment items tested 5 items had cost documentation readily available. It would be possible to retrieve these records from archives if the equipment record in the Continuing Property Records module contained the purchase order reference. Out of 30 items tested only one record contained this information. The total dollar amount of equipment with inadequate documentation available was \$833,779 or 80% of the sample.

RECOMMENDATION:

The City should develop specific requirements regarding capital asset records retention.

The Finance Department should update the new Capital Assets Policy and Procedures Manual to reflect record keeping requirements and responsibilities and distribute it to all departments as soon as possible. The changes to the manual should reflect that:

One department should be designated to maintain documentation for all land, buildings and improvements for the City.

The individual departments responsible for each vehicle or piece of equipment with a value over \$5,000 should maintain a file for each item that would include all cost documentation and other pertinent information, such as warranties, for the life of the asset. When an asset is transferred to another department the file should go with it to the receiving department. Only when an asset is disposed of should the records be archived.

AUDITEE RESPONSE:

No auditee response required. For Committee on Accounts, Enrollment and Revenue Administration consideration only.

**Current Status: Documentation for land and buildings are currently sent to the Finance Department, including improvements and infrastructure. Vehicles and equipment documentation still is not maintained by most departments over the life of the asset.**

OBSERVATION 2: **INADEQUATE SEGREGATION OF DUTIES -  
PERSONNEL WITH HTE INPUT ACCESS ALSO HAVE  
AUTHORITY TO APPROVE THE A900**

An incompatible duty is one that would put an individual in the position to both commit an error or irregularity and then conceal it. In practice, three types of functions are commonly considered to be mutually incompatible: authorization, record keeping and custody. Ideally no individual should be able to 1) authorize a transaction, 2) Record the transaction in the accounting records and 3) maintain custody of the assets resulting from

the transaction. From the review of procedures over the purchase, recording and authorization functions several individuals were noted to have incompatible duties or access to the HTE system that does not reduce to a relatively low level the risk that an error or irregularity can be committed and not discovered in the course of an employee's regular duties in a timely manner. These individuals had access to posting in HTE of purchasing transactions in the Purchasing and Inventory (P&I) module and property transactions in the Continuing Property Records (CPR) module as well as being an authorized signer to the A900. The A900 is the list of invoices and checks that are about to be printed.

Signing the A900 signifies that the invoices are correct and the checks can be printed and delivered. Following is a list of departments that have employees whose duties are incompatible.

DEPARTMENT	DUTIES	CPR ACCESS	P&I ACCESS
Building	Sign A900	Yes	Yes
Airport	Sign A900	Yes	Yes
Welfare	Sign A900	Yes	Yes
City Clerk	Sign A900	Yes	Yes
Police	Sign A900	Yes	Yes
Aggregation	Sign A900	Yes	Yes
Info Systems	Sign A900	Yes	Yes
MEDO	Sign A900	No	Yes
OYS	Sign A900	No	Yes

The authority to approve expenditures by signing the A900 is the key control to ensure that improper expenditures are not made by departments. Individuals who are authorized to sign the A900 should not have the ability to post purchase or property transactions to the HTE system. While employees at the Manchester Economic Development Office (MEDO) and Office of Youth Services (OYS) did not have CPR access, being an Authorized signor of the A900 and having access to P&I are incompatible duties of authorizing and posting financial transactions.

RECOMMENDATION:

Access to input functions for purchasing and CPR modules in HTE should not be allowed to the individuals who are responsible for approving the expenditures and purchase of equipment. Each department should have one person who normally signs the A900 who has no input authority in the HTE. In the case of a department with limited employees a second signor could be used in cases where the usual A900 signor is unavailable to assure that the individual's work has been checked.

AUDITEE RESPONSES:

**Building** (Administrative Services Manager)

I agree with the observation. I will withdraw my authorization to sign the A900. Instead they will be signed by either the Building Commissioner or Deputy Building Commissioner.

**Airport** (Business Services Officer)

We concur. We have removed my authority to sign the A900. Even though we are not the department responsible for setting up security access and although I have never entered a purchase order into the HTE system.

**Welfare** (Administrative Services Manager)

I agree with the observation, however Welfare is a relatively small department with a complement of eleven employees including the Welfare Commissioner. HTE update access was granted to only four of our employees. If the recommendation of limiting A900 approval is adopted, the Welfare Department would have only two options: (1) remove HTE access capability from one of the above positions, or (2) assign approval and verification of the A900 to a member of the casework staff

In regard to option 1, HTE update capability is required by each of the positions in order to provide backup in event of illness or vacation.

In regard to option 2, to the best of my knowledge, no member of the casework staff has an accounting background that would facilitate the review of the A900. Since approval of the A900 is time sensitive, I'm not sure who on the casework staff would have time to perform this function considering the caseload that exist within the department.

As I mentioned above I agree with this observation, but I feel implementing this procedure might present problems within the Welfare Department.

**City Clerk** (City Clerk)

The persons responsibility was for internal approve of the A900 for those individuals under her supervision and not for her own work. So that there is no misconception or any inappropriate authority in the future we have, effective today, assigned approval of the A900's to the Deputy City Clerk, the Deputy Clerk of Licensing and Facilities and the City Clerk.

**Police** (Business Services Officer)

I concur that there should be a segregation of duties and as BSO I need to access the P&I and CPR modules so I should not have the authority to sign the A900s.

**Aggregation (MAAP Administrator)**

Partially agree. This individual does not have access to create POs in P&I. In addition since July 1, 2001 there has been additional management approval on the A900.

**Info Systems (Director of Information Services)**

Info System agrees with the observation. This position will no longer have authority to approve expenditures by signing the A900.

**MEDO (Assistant Economic Development Director)**

I do not agree with the observation. I do not know how or why the Assistant Economic Development Director was granted the ability to record transactions in the P&I accounting records, but since that individual never accesses those records, we would agree to restrict access to P&I Inquiry-only access.

To correct this situation, we have sent a request to the Director of Information Systems to change the Assistant Economic Development Director's access to the P&I accounts to inquiry only.

**OYS (Acting Director)**

OYS agrees with the observation and will call Information Services to have the Acting Director's name removed from P&I access.

**Current Status: Fully resolved.**

**OBSERVATION 3: VEHICLE USAGE AND COST DOCUMENTATION**

As vehicles age and wear out they become more expensive to maintain and operate and less reliable and safe to operate. Vehicles should be replaced when the sum of their capital costs, which decline as they age and operating costs which rise as they age, are at a minimum. For passenger vehicles this can be expressed as the point where the total per mile operating cost (capital plus operating costs) exceeds the City per mile reimbursement rate for personal vehicle usage. The formula to calculate this is ((purchase costs-surplus value/estimated useful life)+operating costs) / City used miles in the preceding year. Operating costs = gas + oil + repairs + insurance and any other incidental expenses incurred to keep the vehicle on the road in the preceding year. When this rate exceeds the City reimbursement rate (currently 34.5 cents/mile) it should trigger an analysis to determine if the vehicle should be replaced. For special use vehicle such as large trucks or earth moving machines a similar calculation can be developed.

In order to perform this calculation careful record keeping is essential. The City does not have written policies and procedures that would require and instruct departments how to keep such records and who is responsible for the records.

RECOMMENDATION:

A written policy should be developed requiring all vehicles to track mileage and operating costs as they incur on a daily motor vehicle use form. At the end of the month this form would be submitted to the City maintenance garage responsible for the vehicle. At year-end a summary annual report should be prepared for each vehicle and filed in an equipment file maintained for each vehicle. This would allow maintenance personnel to have a vehicle cost history to help in determining which vehicles to surplus. Vehicles with excessive cost per mile should be submitted for surplus and possible replacement. As all vehicles do not age in the same manner this would help in determining replacement by the most costly vehicles first.

AUDITEE RESPONSE:

No auditee response required. For Committee on Accounts, Enrollment and Revenue Administration consideration only.

**Current Status: The City is still does an inadequate job of tracking and reporting use and costs associated with each vehicle. The BMA should insist that departments justify vehicle use annually. Part of the justification should be an analysis of cost per mile of business usage of each vehicle. Policies should be developed on how usage records are to be maintained and how cost per mile is to be calculated.**

OBSERVATION 4: ITEMS WITH OTHER POSTING ERRORS

The third generally accepted standard of fieldwork, as promulgated by the AICPA, requires that "Sufficient competent evidential matter is to be obtained through inspection, observation, inquiries, and confirmations to afford a reasonable basis for an opinion regarding the financial statements under audit". As part of the test work used to determine if the capital assets reported in the City's financial statements existed at June 30, 2001, the following procedures were performed:

A sample of 120 items was selected for testing. The sample was selected by taking the ten largest dollar value items in each class and then randomly selecting the remainder of the items. To determine if the items existed, each item was physically identified.

Of the sample of 120 items the following observations were noted.

The June 30, 2001 capital asset balance reported a marked police cruiser as currently in use by the Pine Grove Cemetery. This cruiser had been declared surplus and replaced in the prior year. The result was to overstate the June 30, 2001 balance by \$13,633.

The Highway Department listed a 1988 Ford Sedan GO3726 as equipment ID 235-000911. This ID number is actually assigned to a newer cruiser. When the 1988 ford was replaced the old description was inadvertently entered in the description field. All other information was correctly entered.

The Office of the Tax Collector has a Mail Processor listed as being located in the Hampshire Plaza Lobby. From a search of the Continuing Property Records (CPR) database we noted 5 other equipment items with a cost over \$5,000 and with a location listed as being in Hampshire Plaza. All of these items have been moved to other locations since the new City Hall was renovated. In addition there were numerous items under \$5,000 with a location of Hampshire Plaza that have been moved to other locations.

The sample contained five fire engines with a location of the Fire Maintenance Garage but they were assigned to other fire stations. One fire truck showed a location of Rimmon St Fire Station. The Rimmon St. Station burned down several years ago. The truck was actually located at the station that replaced Rimmon St.

RECOMMENDATION:

Any changes to the status of an asset should be noted in the CPR database in a timely manner. The location of an asset should be the location that the asset is permanently assigned. If the item is temporarily assigned or loaned to another area the records need not be changed.

AUDITEE RESPONSE:

There was general agreement by all departments on this observation and the departments are in process of fixing the errors.

**Current Status: Several of the errors in location of items still exist in the HTE CPR module however the City has improved procedures when adding new items to the module.**

**COMMUNITY IMPROVEMENT PROGRAM  
FISCAL YEAR ENDED JUNE 30, 2002**

***Observation No. 1 – Untimely Spend Down of Project Funds***

Annually the Board of Mayor and Aldermen approves a budget to address the spending needs for the following fiscal year. It is assumed that the annual budget is to cover the current year obligations. The taxpayer assumes that the money they pay in taxes is going to be used in the current year and that the government entity is not holding excess funds.

CIP projects do not always follow a standard fiscal year. Construction projects must be done during the good weather months and large projects may take several years and are subject to delays making it difficult to accurately appropriate funds on an annual basis.

CIP projects are financed from a variety of funding sources such as grants, donations, bond proceeds and cash (taxes). All funding sources have time constraints attached to them. Grant funds need to be obligated during the period of the grant or they will be lost, bond funds must be spent timely in order to comply with federal arbitrage requirements and cash raised through annual taxes should be obligated in the year appropriated. The following observation relates to problems noted with the City's cash controls.

**Observation:**

CIP Cash Projects

At June 30, 2002 the City had balances in old cash projects of:

# of Projects	Year of Project	Amount
1	1997 Project	\$ 18,585
5	1999 Projects	\$ 75,525
9	2000 Projects	\$ 265,136

In some cases projects have balances in more than one fiscal year. For example, School Capital Improvements has balances in 2000 \$47,744, 2001 \$36,186, and 2002 \$100. In this case the School Capital improvement project for 2002 was appropriated \$36,000 when there were balances from prior years far exceeding the appropriation.

Of the \$1,527,200 cash projects appropriated for fiscal year 1999 81% was spent during fiscal year 1999. At the end of fiscal year 2000 91% had been spent and at the end of fiscal year 2001 92% had been spent. At June 30, 2002 \$75,525 or 4.95% still had not been spent. Of that amount, \$50,000 was from project 510799 Implementation of Visitor's Signage Program.

### CIP Bonded Projects

IRS regulations require municipalities that have issued tax exempt bonds to fund capital projects are required to monitor the expenditures and of bond to ensure that all funds have been expended within three years of the date of issue. Failures to comply with the three-year expenditure rule may result in the bonds losing the tax-exempt status. In addition, any interest earned on the unspent proceeds in excess of the yield on the bonds (the arbitrage) must be paid back, or rebated, to the IRS. The rules and regulations that determine arbitrage and rebate are complicated and there are some safe harbor provisions that exempt some of the interest from rebate. In general, if 75% of the bond proceeds are spent for construction projects and the proceeds are spent according to the following schedule: 10% within six months, 45% within one year, 75% within eighteen months and 100% within two years the issue is exempt from rebate.

SOURCE: A Guide to Tax Compliance after Municipal Bond Issuance, Preston/Gates/Ellis LLP

As of June 30, 2002 the City had old bond project balances of:

# of Projects	Year of Project	Amount
5	1994 Projects	\$ 287,755
5	1995 Projects	\$ ( 750,952)
3	1996 Projects	\$ 31,198
2	1997 Projects	\$ 4,897
6	1998 Projects	\$ 779,597
12	1999 Projects	\$ 749,923
14	2000 Projects	\$ 3,091,056

Arbitrage is calculated based on when the bond is issued not on the project date. Typically some projects will be expending funds for a year or two prior to the bond issuance so the project date is not a good indicator of potential arbitrage, however, projects prior to 1998 are most likely funded by a bond in an arbitrage situation. In order to test for arbitrage the General Obligation bond issued in August of 1993 was examined. Testing revealed that after six months 46% was expended, after 18 months 78% and after 30 months only 84% was expended. As of December 31, 2002 (114 months after issuance) \$ 901,518 remained unspent or 4% of the original issue. Of the unspent proceeds \$550,000 was from the FY 2000 project to renovate 1037 Elm Street. This money was transferred from the 1994 Sanitary Landfill Closure Project.

The old LGFS financial system was set up so that each bond issued was tracked separately as its own fund and you could easily see the cash balance at any time per each bond issue. This gave the Finance Department an easy tool to determine when the best time to issue a bond was and to track the bond spend down. When the City switched to the HTE financial system it was not set up to track each issue as its own fund. This may have contributed to the balances of the old bond issues not being spent timely. A recent

IRS audit however, has found that the City was sufficiently in compliance that no fines or interest were accrued.

**Recommendation:**

Cash Projects

The City needs to develop procedures to ensure that cash projects are spent in a reasonable period of time. Project stop dates should be enforced in order to ensure that cash projects are completed in a timely manner. If there is a continuing cash project such as School Capital Improvements that gets a new appropriation every year expenditures should get charged to the oldest project first until it is completely spent. If the unspent balance of the older project exceeds the current year project balance no new money should be appropriated until the balances are spent down.

Bond Projects

As part of the CIP process any request for funding should be accompanied by a schedule showing the anticipated dates that funds will be expended. The chart of accounts in the HTE system should be changed so that it would be easier to track the balances of bond projects by the issue date. In addition the Departments in charge of the projects should provide to the Finance Department schedules that show the timing that each project anticipates spending its funds. The Finance Department and the Departments should be constantly monitoring bonded projects to ensure that funds are spent timely. If a project is unable to spend the bond proceeds in a manner that will keep the City out of an arbitrage situation those funds should be transferred to a project that will be able to take advantage of the funding in a timely manner. A new appropriation could be made to complete the original project if necessary.

*Auditee Response:*

**Highway Department**

-I agree that it does make sense to spend old money first, but it has always been our understanding that bonded and cash monies are started up for specific items, CIP Comm. authorization would be needed to utilize older money for newer projects.

-At times, funding for a project comes over a period of two or more budget years, therefore none of the money can be committed until such time as all funds are available.

-Based on the current budget year, our CIP money is not available until May, June or July. This is the worst time to be bidding construction projects. We typically will complete our designs and bid the projects the following February/March. This would not fit in to your 10% within 6 months.

## **Parks and Recreation Department**

Typically, our CIP Cash projects are spent within 12-18 months. The change in the City's fiscal year to July 1<sup>st</sup>, has required some adjustment in how we fund projects and programs. When a seasonal program runs from June - September, we need to use appropriations from two years.

We also use CIP Cash to provide a "City" match for certain grants. These grants and projects often extend beyond one year. If we need to obtain federal approvals and/or state permits, the projects can be delayed further.

Bond Projects, even those identified to be expedited in the CIP process, do not begin until May or June. Usually, a park rehabilitation project requires more than one year to complete. The time required to do an RFP for professional services, site survey, community meetings and design work will take at least 10 months. Then the projects are bid the following spring and construction is performed until winter conditions prevail. The project often needs to continue in the spring to address site issues and landscape requirements. This project scenario requires a 2-year time schedule.

## **Planning Department**

CIP funds with minor exceptions, are allocated with the expectation that they will be spent in the fiscal year in which they are appropriated. The Planning Department recognizes that several factors may impact on the ability of the Departments to do so but nevertheless projects are monitored and all Departments are strongly encouraged to complete their projects in a timely manner. As such, each spring, the Departments are directed to review their CIP projects and identify those that are completed and able to be closed out as well as those that require additional time for completion. For those requiring time extensions the Departments must provide an explanation for the reason the project is not completed as well as a timetable for completion. The listing of projects to be extended is provided to the CIP Committee and ultimately the full Board for review and approval. Generally, as part of the CIP budget development process projects that have available balances that are not going to be extended are used to fund other projects within the CIP.

Relative to the School Capital Improvements Projects being allocated additional funds even though previous years balances remained, the previous years allocations were encumbered and committed to assigned projects. Despite this Departments' urging it has historically been the practice of the Building Maintenance Division of the Highway Department not to expend older CIP allocations first unless the expense was for the specific project for which the monies were originally encumbered. It is our understanding that this practice has been revised and older funds are expended first with an internal worksheet maintained to track all the departmental commitments ensuring sufficient funds are available for all of the projects.

In terms of the Planning Department Administered Visitors Signage Program, (510799), funding for this project had initially been requested and provided with the expectation that specific Planning Department staff would oversee its development and completion. Unfortunately the staff person assigned the responsibility for this project left the employ of the City and the person subsequently hired as a replacement resigned within a short period of time as well. Since the Department has not been able to hire a replacement these funds were ultimately transferred as part of the CIP budget process to another project.

Relative to Bonded Projects, the Planning Department reviews these projects as noted above, with the intent to ensure their timely expenditure. Due to their nature, bonded projects are complex and many variables may play a factor in completing the project within the estimated timeframe. The Planning Department with the assistance of the Finance Department staff and the cooperation of the City Departments administering these projects has significantly reduced the number of older bonds projects remaining open. Due to information provided this past Spring by the Finance Department, the other Departments now have a better understanding of their responsibilities to expend their funds in a timely manner and ensure arbitrage does not become an issue. As part of the training sessions conducted for City Departments charged with the responsibility to expend CIP funds the importance of a timely expenditure of bonded monies and the subsequent avoidance of arbitrage will be highlighted.

**Current Status: Old Cash Project Balances as of September 30, 2008 were as follows:**

# of Projects	Year of Project	Amount
1	2004 Project	\$ 2,780
1	2005 Project	\$ 8,259
4	2006 Projects	\$ 22,571

**It appears that cash projects are being used in a timely manner.**

**Bond Projects are now tracked by bond issue and a much greater emphasis is placed on completing projects prior to or shortly after bond issuance.**

### **Observation No. 2 – Contract Monitoring Controls**

Observation:

The City Procurement Code promulgates rules that dictate procedures over the bidding and awarding contracts to provide adequate controls to ensure that the City is getting the best price for the work performed and that the work performed is in accordance with the Board of Mayor and Alderman approval. These controls do not apply to change orders. Any change order to an existing contract only requires approval from the department head.

How each contract is handled upon completion of the bidding process is the responsibility of each department. Some departments have the Mayor sign approval and some bring the contract before the Board of Mayor and Alderman for approval. Other contracts are required by ordinance to be approved by the Finance Officer or Director of Information Systems. Each department monitors their own contracts.

Change orders should be used to modify contracts in terms of time, money, materials or construction methods. They are issued to authorize an addition, deletion or revision of the contract work. Change orders are very common on most construction contracts due to unforeseen circumstances that occur after construction work begins. Typically change orders add somewhere in the range of 10 to 15 percent to the value of the original contract amount. Contracts should contain a clause that explains how costs will be applied to a change order. In most cases the contractor is bound to pay for work under a change order in the same amounts as under the original contract. For example, if in the original contract the City paid \$3 per square yard of loam the City should pay \$3 per square yard of loam in the change order.

IA has noted the following conditions related to change orders and contract administration:

- There is no standardization among the departments in documentation for contracts and change orders. The forms used and criteria vary from department to department.
- There is an inadequate review of change orders, as only the department head needs to sign off on the form.
- One change order at the Parks and Recreation Department was used to pay for a project unrelated to the project as if it was originally bid. This was due to a contractor not being able to complete a project and management had determined that it would be more efficient to award it to an existing contractor. The new contractor agreed to abide by the original contract terms.

A similar comment was included in the FY 2001 Management Letter to the City CAFR.

**Recommendation:**

The City should develop standardized forms and procedures to use when issuing contracts and change orders including a higher level of approval for change orders and contracts. For example, if the change orders on a particular project go over a certain amount or percent of the original contract it would have to be approved by the CIP Committee of the Board of Mayor and Aldermen. These procedures should be included in the City's policy and procedures manual, which is currently in draft form.

*Auditee Response:*

**Highway Department**

-We have standardized our contracts for both highway and facility construction. Could there be a standardized form for contracts throughout the City, I am not sure. Good question for the Solicitor's Office or perhaps the major Departments could meet to discuss.

-Contracts funded through a Department's operating budget should be executed and monitored within the Department. Contracts funded with other funds, i.e. CIP funds should be executed by the Mayor, not the BM&A. The same goes with change orders, except I agree that only change orders over a certain amount or percentage should require the Mayor's signature.

-If the Mayor will be executing all of the contracts and certain change orders, a policy should be put in place to ensure a reasonable turn around time, i.e. if the Mayor is not available who can execute the document in his place.

**Parks and Recreation Department**

We use several different Bid/Contract forms depending on the type of project and scope of work. A small project, under \$50,000, we often use the City's Standard Bid Form that was developed by the City Solicitor's office.

On park rehabilitation and construction projects we use a document that was developed by a consultant and approved by the City Solicitor's Office. This document is specific for park/site work. We also have a version that is used for federally funded projects and covers all the various federal labor, workplace and environmental laws.

To my knowledge, there is no standard Citywide Contract form. This would be helpful, since the rules and procedures change and the "boilerplate" document needs to be constantly reviewed. Perhaps the City Solicitor can maintain the original documents and provide it to the various departments for their use.

In regards to your comment on Change Orders, the one mentioned for Livingston Park was a unique situation. When the project was bid, we only had one bidder. After awarding a contract, we had difficulty in getting the contractor to proceed. They eventually defaulted on the contract.

At that time, we had another contractor, doing work at West High School. This was similar work, so we provided a blank bid form and asked for pricing on the Livingston project. After a review of the numbers, we determined this to be fair and we amended his contract to include the new work.

We use Change Orders to add or delete items from a contract. Some times it is due to budget constraints that we need to remove bid items. Other times we have enough funding to include additional items or work. At the close of a project we often need to delete some work items or allowances that were not used, so we have a correct final contract balance.

If the recommendation is to have contracts and change orders approved by the BMA, then everyone must be aware that this will add considerable delay in moving projects forward. For instance, during the course of construction if an unforeseen problem is discovered such as a failed drain or sewer pipe, we often need to review this issue immediately. We then need to make a determination on how to resolve it and see if we can afford to make the repair within our budget. A Change Order is then prepared to authorize the contractor to make the repair.

The procedures and policy for executing Change Orders should be developed to allow departments the ability to make professional judgements and recommendations that are in the City's best interest. It would be difficult to manage a project if departments are required to continually go through a timely process for approvals. This would ultimately cause more delays and drive up the price of the project.

#### Planning Department

The form and types of contracts vary from City Department to City Department and in fact also vary some of the Departments as well. Regardless of the form of contract it is the Planning Department's understanding of the City's Procurement Policies that the Departments need to submit their contracts prior to execution to the City Solicitor's Office for a review. An approval by the Solicitor's office indicates that the form of the document is proper but no assessment of the content of the document is given which is up to the expertise of the contracting Department. While the Planning Department does not believe it is its responsibility or charge (with the exception of HUD funded Projects) to dictate to the various Departments the form or type of document to use a standardized contract that could be "tweaked" to the specific needs of the contract administrator does appear to have merit. Should there be support by the Policymakers to go this route then the Parks Department's suggestion that the Solicitor's Office maintain the original and act as a "contractual clearinghouse" is a good one. This may or may not result in an additional workload upon that Office. As an example for consideration, the standardized AIA contract is utilized by a significant number of Departments including the Highway Department and Parks & Cemetery Departments although they also develop their own contracts as well for many of their projects. AIA contracts are available for a wide range of contractual obligations with the contracts allowing for specific conditions to be made part of the document.

For purposes of CIP Projects funded with HUD CDBG monies, certain requirements and conditions are standard and must be included in all contracts regardless of the administering department involved. In these instances CIP Staff provide technical

assistance and ongoing contractual over-sight to ensure the contracts are appropriately developed.

Relative to the concerns about change orders and the suggestion that contract change orders over a certain percentage be forwarded to the BMA, the Planning Department shares the views expressed by both the Highway and Parks, Recreation & Cemetery that this would most likely result in delays that would negatively impact on the progress of the project. Most change orders require quick and timely decisions that would not be possible were they to be made in accordance with the meeting schedule of the BMA. This Office has had several discussions in the past with various Departments over the use of change orders and it believes an improved knowledge of the City's procurement and contractual requirements by the staff responsible for the over sight of these projects would be quite beneficial. Their understanding of existing requirements might be augmented by training sessions conducted by the City Solicitor's and Finance Departments, similar to those now conducted by Planning Department staff on HUD CDBG requirements.

Rather than making policy revisions that would effectively take away decision making responsibilities from the City Departments charged with the carrying out of the projects, a continued reliance upon the expertise and integrity of those Administering Department appears to remain the best course of action. In lieu of involving the full Board in the process, the suggestion that the Mayor be required to review and approve change orders over a certain percentage of the contract has merit. This would provide additional project oversight and change orders could be executed in a reasonable time frame.

**Current Status:** It appears that most contract issues have been addressed. It was decided that the current system of not approving change orders allows department heads the flexibility needed to complete projects timely.

***Observation No. 4 – Bonding of Annual Projects***

**Observation:**

Internal Audit has noted that the City has used bond proceeds to finance annual maintenance projects such as the Annual Right of Way Maintenance project. It would seem that using bond proceeds to finance annual maintenance might not be appropriate. These projects do not appear to have a clear spend down plan or timetable for completion. This in part could account for some of the spend down problems noted in observation No. 1.

This also appears to be a problem with other generic projects that do not have a clear spending plan. School Capital Improvements, Parks Capital Improvements, and Annual Bridge Maintenance are examples of cash projects with unclear spending objectives that tend to be spent slowly.

**Recommendation:**

Recurring annual expenditures would more appropriately be financed as part of the operating budget. Projects should be specific in goals and objectives and have a definite schedule of when they plan to start and end all phases of activity. Only funds that can be obligated during the next year should be requested as a cash project in order to keep the amount of taxpayer funds held by the City to a minimum.

*Auditee Response:***Highway Department**

-Perhaps the name of the CIP projects is misleading. Annual Right of Way Maintenance is not really maintenance. These funds are typically utilized for re-constructing streets and constructing new sidewalks.

I believe that procedures need to be developed for City funding and contracts. Would it make sense to have a meeting with City Dept's who typically utilize contracts, i.e. Highway and Parks along with the Finance and Planning Departments to formalize the procedures. I guess what I am trying to say is that although it is appreciated that we have input in to your recommendations, I would hope that before anything is finalized, we sit down as a group to discuss.

**Parks and Recreation Department**

Our Bond projects are used for park rehabilitation work, school site improvements and recreation enterprise projects. We do not use these funds for annual maintenance.

There is mention in the "observation" section of this worksheet that cash projects such as the Parks Capital Improvements are used for annual maintenance. We do rely on this project appropriation to complete projects that fall in the "no-fund" zone. That is, they are too large to be funded in our operating budget and too small to be bonded.

The Parks Capital Improvement – Cash account was established to include projects \$2,000 - \$10,000 for the repair of fences, irrigation systems, graffiti removal, purchasing of park furnishings or recreational equipment. This fund has assisted our department to perform preventative maintenance within our parks and recreational facilities.

**Planning Department**

The Planning Department is acutely aware of the prohibition on the use of bond allocations to finance the maintenance requirements of the City. As such, it only recommends bond funding within the CIP for projects that meet the various requirements for bonding. We are unaware of any CIP project being improperly funded. Additionally,

CIP Staff submits the list of proposed bond projects to both the Deputy Finance Officer and the Second Deputy Finance Officer for review, comment and approval.

This report cites the Annual Right of Way Maintenance project as an example of improper use of bonds however in point of fact this program has been historically funded through an allocation of City Cash not bond allocations.

**Current Status: Based on a review of current bonded projects it appears that this observation has been resolved.**

## Highway Department Consumable Inventory

June 30, 2002

OBSERVATION NO. 1 - RECONCILIATION OF GENERAL LEDGER TO  
SUBSIDIARY LEDGER:

*Observation:*

Inventory transactions are posted to the Purchase and Inventory module in HTE and the transactions are linked and posted to the INFISYS general ledger through updates between the module and the general ledger. In order to ensure that transactions are being posted to both accounts correctly and that entries are not being posted to the general ledger accounts in error occasionally a formal reconciliation should be performed between the two accounts. Internal Audit (IA) notes that no such formal reconciliation is being done on a regular basis. IA's own reconciliation noted small variances between the modules. Most of the variance could be explained due to timing differences between postings.

*Recommendation:*

Reconciliation between the general ledger and the Purchase and Inventory module should be done at least annually. It is recommended that the reconciliation be done monthly to make it easier to identify and correct any variances if necessary.

**Current Status: This observation remains unresolved.**

## BUILDING PERMITS ASSESSMENT CYCLE

### **OBSERVATION 1 PROCEDURES OVER THE PROCESSING OF PERMITS AND ASSESSMENTS:**

The Building Department records permits issued through the HTE Building Permits module. Upon issuance, a permit is printed. A copy of the permit is given to the applicant, one copy is placed in the property file, and one copy is held for the Office of the Assessors. Weekly the Building Department runs a Permits Issued Report and sends this report with the corresponding permits to the Office of Assessors. The clerk at the Office of Assessors who receives the batch is responsible for making sure that every permit contained in the report has a corresponding permit copy in the batch. The ending number from the previous batch is also compared to the beginning number of the current batch to ensure that all permit numbers are accounted for. If any permits are missing, the clerk at Office of the Assessors will call the Building Department to find the missing permits. Once the clerk is assured that all the permits are accounted for, the permits are given to the three assessors. Each assessor has a preset group of properties that they are in charge of. The assessors will then evaluate the permits as to whether or not they will affect the value of the property. If it is determined that a permit may affect the property's value the Assessor will print a copy of the property record card from the Vision Software System, the software used by the Office of Assessors to track property value. The copy is used by the assessor in the field evaluation. If a change to assessed value is required the change is noted on the copy. The assessment change is then entered into the Vision system by the assessor. The same assessor then must also enter any valuation changes generated in Vision into the HTE system. There is no automated link between the Permits module in HTE, the Vision system and the HTE tax module. Such a link would be useful to ensure that all permits have been evaluated and entered correctly into both systems without any manual intervention. The current manual double entry to the two systems increases the risk of errors and increases the risk that a permit could be misplaced or the change in assessed value not entered in the tax module of HTE. IA testing revealed the following two errors:

- One permit for an addition was brought to Internal Audit's attention before the audit. This property was issued a permit on 10/02/96 but not entered in the HTE module until 10/23/00. This permit caused an increase in assessed value of \$30,000 that went unrecorded for three years. The Office of the Assessors has acknowledged that they have completed an internal review and have identified several permits that had not been properly recorded in fiscal year 1997 assessments.
- From a sample of forty-five permits issued in calendar year 1999, IA noted one permit for the construction of a garage that was received at the Office of the Assessors, evaluated, and the change in the assessed value was calculated and changed in the Vision system. The change in assessed value however, was not entered into the HTE system. An additional sample of fifteen permits tested revealed no other errors.

**RECOMMENDATION:**

Procedures should be improved in order to utilize the HTE system to help in tracking the permits through the assessing phase of the cycle. A link between the two subsystems in HTE should be established so that a report could be generated to show discrepancies between the two subsystems. The Building Department, Office of the Assessors and Information Systems should meet to discuss changes that could best track permits.

**AUDITEE RESPONSE:**

Board of Assessors

- There is presently work being done by HTE, Assessors and Information Systems to develop an interface between Vision Valuation system and HTE with an anticipated deadline of June 2001.
- The fact that a small number of permits were missed and then later discovered we believe is attributable to the move from City Hall to temporary quarters and then a return to the renovated City Hall. However, internal controls are now in place with the possibility of additional future controls being explored using HTE and a subsequent electronic reporting function.
- From the 45 permits reviewed the one permit identified by the audit was in fact acted on and resulted in a change in assessment. A copy of the work performed on the field card is attached and may be attested to by the print dates. However, as further identified by the audit, the resulting valuation change reflected in the City's assessment software was not updated correctly in the City's billing system (HTE). This shall be corrected as the interface between HTE and Vision Appraisal software is completed, anticipated in June 2001. Also, other departments may benefit from the Vision/HTE interface, as additional information besides assessment data shall be loaded into HTE LX module subsequently available in other modules.

**Current Status: This observation has been resolved. The permit database now has an interface with Vision Appraisal Software.**

**OFFICE OF THE TAX COLLECTOR, FOR THE 6 MONTHS  
ENDED 12/31/04**

**OBSERVATION 2: NO WRITTEN PROCEDURES GOVERNING EMPLOYEE  
HIRING AND RETIREMENTS**

The City should develop standard written procedures on how new employees and employees separating from service with the City are processed in and out of the system. The procedures should include checklists that will ensure that all necessary steps are taken in a timely manner when processing employees. Such checklists should include steps common to all departments and have sections available for the departments to customize the checklist for situations unique to that department. The checklist would remain at the department in the employee's file and updated periodically as necessary.

**Current Status: This observation has NOT been resolved.**

**OBSERVATION 3: CONFLICTING CITY ORDINANCES, CUSTODIAN OF TAX  
DEEDED PROPERTY**

The City of Manchester Code of Ordinances section 36.30 (B) states in part "The Tax Collector shall also be the custodian of tax deeded property for the city." The Tax Collector by the City Charter section 3.03 has a term of office until the Tax Collector decides to leave or is removed for cause by a vote of the Aldermen.

Section 36.50 through 36.53 discusses the rights and duties of the custodian of tax-deeded properties. Section 36.50 states that the Board of Mayor and Aldermen shall appoint an able and competent person to be titled "custodian of tax-deeded properties." And section 36.52 sets the term of office at two years.

These two ordinances appear to conflict with each other. If the Tax Collector is also the custodian of tax-deeded properties and has a term of office until removal by the Board or voluntarily leaves then the custodian of tax-deeded properties cannot be appointed to a two-year term.

The ordinances should be changed so they are no longer in conflict with each other.

**Current Status: The City Solicitor has determined that the ordinances are not in conflict but the language in 36.52 is unnecessary. This observation has been resolved.**

## **TUITION REIMBURSEMENT PROGRAM, FOR THE FISCAL YEAR ENDED JUNE 30, 2004**

### **OBSERVATION 1: INTERNAL CONTROLS OVER TUITION REIMBURSEMENT DO NOT APPEAR TO BE WORKING AS DESIGNED**

The current system of internal controls should have been sufficient to prevent all of the errors noted in this report. It appears that a general breakdown in the controls had occurred at both the Human Resources Department and the Finance Department. In order to improve the system the following steps should be taken.

- The Human Resource Department should develop written policies and procedures that clarify the rules governing the tuition reimbursement program. These written policies and procedures should include annual maximums allowed for non-affiliated employees and be approved by the Board of Mayor and Aldermen.
- The City Negotiator should correct all the labor contracts as soon as possible so that all references to calendar year are changed to fiscal year.
- The Finance Department should only process reimbursement requests that are presented on original pages of the tuition reimbursement request form. Consistency in the page of the form submitted should be used so that, for example, the pink copy is submitted with the first request and the yellow copy is submitted with the final requests. All sections should be completed and appropriate documentation attached to the final request to ensure that the course was completed in accordance with the policy. Any deficient requests should be returned.
- The spreadsheet used at the Human Resources Department to track each employee's payment history should be updated annually for any changes to the program. A second person should check to ensure that all the annual maximum allowances agree to the most recent contracts.

**Current Status: This observation has been resolved.**

### **OBSERVATION 4: INCORRECTLY CALCULATING MAXIMUM ALLOWABLE**

- When negotiating the labor agreements references to calendar year should be avoided and all changes should be made to coincide with the City's fiscal year to help avoid any confusion.
- The Human Resources Department should take greater care in calculating the maximum amount of reimbursement allowed.
- The Finance Department accounts payable section should be familiar with the agreements and check the calculations prior to processing the payment.

**Current Status: This observation has been resolved.**

OBSERVATION 5: NON-AFFILIATED RULES CURRENTLY IN USE NOT APPROVED BY BOARD OF MAYOR AND ALDERMEN

The Human Resources Department should prepare written policies and procedures for the non-affiliated employees for submission to the Board of Mayor and Aldermen for approval. This would also be a good time to clarify the policy as to what type of courses would be allowed for reimbursement from the tuition reimbursement program and what should be charged to staff development. The HR Department also allows Departments to submit staff development expenditures for reimbursement from the tuition reimbursement program if the department is short on staff development funds. Procedures should be developed as to when and how this is allowed as part of the new policy that is submitted for approval.

**Current Status: This observation has been resolved.**

**WELFARE DEPARTMENT, 16 MONTHS ENDED OCTOBER 31,  
2001**

OBSERVATION 4: COMMISSIONER'S LEAVE ACCRUAL

*Observation:*

Per the City Code of Ordinances Chapter 33.022 (A) "the provisions of 33.020 through 33.082 of this chapter shall not apply to elected officials..." These sections deal with the position classification and compensation plans and among other things dictates the classification, compensation and leave time of City employees. The Commissioner is an elected City official and, as such, is specifically exempt from these requirements. This would appear to exempt the Commissioner from submitting time sheets and leave slips, receiving evaluations or accruing leave. The HTE system tracks the time of the Commissioner as if the position followed the requirements of Chapter 33. This overstated the year-end vacation accrual balance by \$4,620 in the City's FY 2001 CAFR. It was noted that other elected City officials do not have leave accruals in the system. The accrued balance of the former Commissioner that was paid out upon leaving office amounted to approximately \$5,000. Per the current ordinances this may not have been an entitlement of the position. In addition, since February the former Commissioner had not been recording any leave time taken even though she rarely reported to the office. Because the former Commissioner was not required to submit timesheets it is impossible to determine if she was working at night, working from home, or on leave that is not being reported.

*Recommendation:*

The City should seek a legal opinion on the status of the Commissioner's position and the City Ordinances or charter should be changed to clarify the treatment of the position. If the position is subject to accrual of leave time it should also be subject to accounting for its time through the submission of time and leave sheets.

*Auditee Response, Welfare:*

Welfare Commissioner Martineau will get clarification from the City Solicitor.

**CURRENT STATUS:**

**The Commissioner still accrues sick and vacation time in the payroll system but also submits time sheets and leave slips. This appears to be in violation of the City Code of Ordinances Chapter 33.022 (A). The City Solicitor should clarify the status of elected officials as far as leave time is concerned. If elected officials are to be charged with leave time and are able to cash out unused leave it should be clarified in the City Ordinances.**

**This observation remains unresolved and may require action by the BMA in order to clarify the ordinance.**

**OBSERVATION 13: COMPUTERIZED CASE MANAGEMENT SYSTEM**

The type of information being collected is perfect for some form of database application. The Department should look into purchasing case management software to reduce some of this work. The software will have to be accessible to all users including the caseworkers. After the front desk worker enters the basic information and opens a case in the system then the caseworker would only have to call up the case and add their information. Reports could be designed that would take this information and create the daily, weekly and monthly reports that the Department requires. If a request were made for the information in a different format the Department would only have to design a query. The log could also be used to track vouchers. It is recommended that all potential users have input into what they need out of a case management system prior to its design.

**CURRENT STATUS: Resolved, the Department has computerized much of its case management functions.**

**Office of the City Clerk  
For the Fiscal Year Ended June 30, 2005**

**Observation No. 2 – HIGH VEHICLE COST PER MILE**

*Observation:*

The City Clerk's office maintains two vehicles for its use, a 1999 Ford Taurus wagon and a 2001 GMC courier van. The wagon had approximately 26,600 miles as of June 30, 2005 and the van had approximately 37,800 at June 30, 2005. The Taurus was driven about 9 miles a business day during FY 2005 and the van about 52 miles a business day. The van is a special use vehicle and is needed to deliver mail between City Departments. The Taurus is used mainly for license enforcement activities. Both vehicles are garaged at employee's houses and used for commuting to and from work.

The Ford Taurus appears to be underutilized and not efficient to operate. The average cost per city mile used in FY 2005 was calculated to be approximately \$1.00. The IRS rate currently in effect for personal vehicle use is \$.405/mile. It would be more efficient to pay employees to use their own cars and reimburse them based on this calculation. The rate per mile is calculated by using the formula:

$$\frac{((\text{Purchase cost}-5\%)/10 \text{ years}) + \text{operating costs}}{\text{City used miles}}$$

- Purchase cost less 5% is the price paid for the vehicle less the residual value regained upon sale or trade-in.
- This is divided by 10 years, which is the average age of passenger vehicles when surplus by the City.
- City miles are total miles less commuting miles. Based on a two-mile round trip from home times 236 workdays per year.

My testing has also revealed that 15 employees received mileage reimbursement for business use of their personal vehicles. Total miles reimbursed was approximately 9,100 miles and cost \$3,516. Seven of these employees received 89% of the mileage some getting reimbursed for over 1,000 miles in FY 2005.

*Recommendation:*

The City Clerk's Office should either eliminate the Ford Taurus and reimburse employees for the use of their cars for the small amount of City business they perform or use the Taurus as a pool car and gain some efficiencies by using the Taurus more and reimbursing employees less. If half of the miles reimbursed to employees in FY 2005 were instead used by the Taurus the cost per mile of the Taurus would drop to approximately the IRS rate of \$.405. The net savings in FY 2005 would have been over \$1,000.

*Auditee Response:*

- **The Ford Taurus (wagon) presently has 28,800 miles on it.** It is true that the GMC courier van is utilized more frequently than the wagon. The courier has a definitive route that the vehicle is utilized for except during vacations and breakdowns. During vacations/sick leave of the courier the wagon is used by other staff for mail delivery.
- **The primary purpose of the Ford Taurus wagon is for licensing inspections and enforcement.** Licensing enforcement and inspections are frequently in areas of the City that staff, for a variety of reasons, will not bring personal vehicles into and leave parked while conducting the City's business. Additionally, if a personal vehicle is utilized for a regular business function of the City it is not covered by the City's insurance and the employee is forced to pay additional premiums for that type of coverage which is not reimbursed by the City. Some insurance companies are very strict and do not cover the personal vehicle or liability of the insured if the car has been used for business purposes, particularly pick up and delivery. Employees carrying on city business should not have to take on this type of personal risk.
- **A secondary use of the Ford Taurus is for pick up and transport of election and archival supplies/equipment.** This was the reason for a wagon. The van is not conducive for this activity for two reasons. One, it is not available on a daily basis for instance to go to Concord and pick up archival boxes, or transport machines or other items from storage to City Hall. Secondly, the internal design of the van creates more trips than the wagon does.
- **While the vehicle is driven to and from work by an employee who pays under the IRS standards for use of the vehicle, the vehicle is taken to and from for safety and efficiency purposes.** If the vehicle were parked at MTA we would in essence be paying for a supervisory salary travel time from City Hall to MTA daily. I think we are well aware of the repercussions of vandalism to city vehicles parked in the downtown area if we were to leave it in this vicinity. It has not been vandalized or broken into while parked at the employee's home.
- **Mileage reimbursement is frequently used due to multiple employees traveling on city business to different locations.** Several employees have traveled to and from Concord, some daily, especially over the last year. Time conflicts with employees attending different training sessions and meetings in different locations in Concord renders it impossible to utilize one vehicle without an increased cost in manpower hours and lack of coverage in the office for the vital records area (public counter) as well as the administrative staffing areas. Alternatively, it would also leave employees, in essence, stranded at the conclusion of their training or meeting.
- **Multiple projects have created need for multiple options, and sometimes larger substantial travel by employees.** This office has been involved over the last year with several municipal/state issues and projects. Involvement has been diverse

resulting quite a bit from federal legislation that has had tremendous impacts on New Hampshire's state and local processes. The so-called 9-11 issues have resulted in some changes to vital records administration as well. Staff have attended and participated in planning, training, and legislative sessions at various levels relating to centralized voter registration systems, vendor selection processes for voting machines and voter systems, state planning to meet federal regulations, implementation of on line vital records, and substantial amounts of legislative hearings on numerous bills impacting the City. Employees must be reimbursed for use of their vehicles to attend. The results of attending the various meetings have resulted in great savings to the City.

- **It is the City Clerk's opinion that both vehicles need to remain with the department.**

**Current Status: The Ford Taurus was only used for 640 miles during FY 2008 and remains underutilized and expensive to operate. Operating costs for the vehicle was \$1,115 during the year, if personal cars were used the mileage reimbursement would have been \$ 335 using the current rate. During the same time period the City Clerk's Office spent \$1,789 in mileage reimbursements.**

#### **Observation No. 6 – INTERGOVERNMENTAL TRANSFERS**

##### *Observation:*

My expenditure testing revealed two instances where the City Clerks Office was billed by another department for services rendered and payment was made by check to complete the transaction. Every time a check is written it costs the City money to print the check, process the payment and reconcile the account at month end. Employees at the sending department have to post the invoice as an account payable and the receiving department has to post the payment as revenue then prepares the deposit. Besides the cost of check stock and the labor involved, the city is also on positive pay and incurs a charge based on the amount of checks processed. It would seem to be more efficient to process these payments electronically rather than continually printing checks from and to the same account. During FY 2005 over 400 checks were printed for interdepartmental expenditures.

An informal poll of other governmental units revealed that 8 out of 10 governments responding processed intergovernmental billings using a Journal Voucher (JV) to electronically transfer the funds with no check being processed. About half of them had a mechanism where the Department to be billed had a paper invoice sent to them that needed approval prior to Central Accounting processing the JV. One jurisdiction processed checks and one had an interdepartmental billing module as part of their accounting package.

*Recommendation:*

The City Finance Department should develop procedures to process intergovernmental billings electronically and avoid the time and cost of processing checks. The process should incorporate an approval by the department prior to processing the transaction. It is possible to process these expenditures through the AP module without printing a check.

*Auditee Response:*

CITY CLERK

- **The City Clerk's office agrees with the recommendation set forth by the auditor.** The issue was brought up by Robin Descoteaux formerly of the Finance Department at a training session a few years ago but no other information has been received to date.

FINANCE DEPARTMENT

On numerous occasions the Finance Department has initiated discussions with various departments in an attempt to either eliminate or reduce the number of invoices and checks going between different departments. The attempts have never been successful for a number of reasons. First, by Charter, department heads are responsible for the expenditures from within their respective budgets and are adamant about not allowing another department to cross-charge. Second, some departments are responsible for certain types of purchases (Information Systems for computers), but the funds are located in the individual departmental budgets. Third, over the years all of the City's various external audit firms have adamantly agreed that journal entries (JE) weaken internal controls and therefore have recommended that JE should be limited to the Finance Department staff for control purposes. Fourth, and perhaps most important, the Board of Mayor and Aldermen (BMA) has not approved either of the central contract administration or central accounting initiatives proposed by the Finance Department and external auditors. In the absence of an efficient central accounting organization, city accounting resources remain inefficiently spread among departments. Consequently, periodically there is not sufficient staff within the Finance Department to monitor or process these transactions through an alternative means.

As has been frequently repeated, The Finance Department makes a very inefficient system work as efficiently as possible. Short of centralized accounting and resolving the other three barriers, the current arrangement, including the minimal banking fees incurred, is as efficient as possible and provides adequate but not always exceptional internal control.

**Current Status: Recommendation has been determined to be unworkable with the current system.**

**Office of the City Clerk  
For Fiscal Year Ended June 30, 2005**

**Observation #2 – High Vehicle Cost Per Mile**

*Auditee Response:*

This response is intended to address the auditor's comments identified as the "Current Status" on page 30 of the audit. While the position of the department remains the same today with respect to the primary and secondary use of the 1999 Ford Taurus (page 29), the current status is much different in FY09. For the first time in nine years, the Licensing and Enforcement Division has a full complement of staff dedicated to this area of the department. The licensing vehicle is used each day and the City has borne the fruits of that effort with annual division revenues exceeding \$550,000.00, up significantly over recent years (23.5% increase over FY08; 25.3% increase over FY07; 29.8% increase over FY06).

Compounding the demands on vehicle usage for the department is the fact that the Division continues to spearhead the extremely successful Neighborhood Enhancement Team (NET). This requires compliance staff to field complaints, investigate the authenticity of the complaints, and determine the necessity of activating the entire team.

It should also be noted that the office has heeded the observations of the auditor in the 2005 audit and made a conscious effort to minimize mileage reimbursement. The net effect of this policy change and an active licensing and compliance initiative is \$339.00 in mileage reimbursement for FY09 (\$1789.00 in FY08) compared to 2,608 additional miles on the Ford Taurus during the same time period (640 miles in FY08).

The auditor deemed in FY08 that the vehicle remained expensive to operate with costs reaching \$1115.00 versus the mileage reimbursement of \$335.00 for the same employees to utilize their personal vehicles. Beyond the fact that utilizing a personal vehicle to conduct City inspections is completely impractical, the current operating cost associated with the Taurus in FY09 is \$705.22. If we were to reimburse employees for the city miles driven during the same period the cost to the City would be \$1525.68, more than double the operating costs.

The department has also obtained a parking spot for the licensing vehicle in a secure municipal facility where it has been parked nightly for the past 18 months thus eliminating all commuting miles. Finally, though the vehicle has reached the age that the City typically surpluses vehicles (10 years), we believe that we can continue to utilize it efficiently for another year or two in light of this difficult economy.

**CITY OF MANCHESTER, NEW HAMPSHIRE  
REVIEW OF FIRE DEPARTMENT OVERTIME, FY 2003**

**Observation 1: The MFD should develop programs designed to reduce sick leave**

IA compared the amount of sick leave earned during FY 2003 to the amount of sick leave used during the fiscal year. Sick leave used includes the one-day per year charged for employees who participate in the sick leave bank, FMLA leave and the pay out of retiring employees. Fire Line personnel used 2,984 days of sick leave, which includes 877 days of FMLA leave (FMLA includes workers' compensation injury leave) and 171 days of sick leave bank. There were 7 Fire fighters who retired in FY 2003 with an average of 26 years of service. These factors contributed to the MFD using 127% of earned sick time for the year (94% if sick leave bank and retirement payouts are excluded). The average "used-to-earned" ratio for the City was 95% during the same period. This also appears to be high compared to other large departments such as Police 93%, Highway 102%, and Parks 107%.

**Recommendations:**

The department should compile and review sick leave data in order to establish benchmarks and identify possible patterns of abuse or areas where reductions of time used can be achieved.

The department should consider taking a more proactive approach to sick leave reduction by emphasizing the benefits of saving leave balances and reducing injuries both at home and on the job. This could also include a comprehensive wellness-fitness program to reduce injuries. The International Association of Firefighters and the International Association of Fire Chiefs developed the Fire Service Joint Labor Management Wellness-Fitness Initiative to improve the wellness of fire personnel. Several U.S. and Canadian fire departments require the mandatory participation of all the uniformed personnel in this program. It has been reported that in City of Phoenix, Arizona, during the first eight years of their program, the number of job-related injuries decreased by 26 percent and the average number of days off due to on-the-job-injuries was reduced by 42 percent.

**Auditee Response**

**The department currently monitors sick leave on a daily basis, addressing areas of possible abuse when appropriate.**

Also, as of July 1, 2004, the Joint Wellness Initiative will be in effect as agreed to by both the department and the union (Local #856, IAFF).

In addition, the department recently completed a comprehensive risk analysis that was shared with our Risk Management office.

**Current Status: Observation resolved**

**Observation 2: Vacation Scheduling Allows the Number of Firemen on Vacation to Exceed the Number of Relief Personnel**

The Manchester Fire Department requires that firemen put in for vacation leave early in the year. Selections of vacation periods are done by seniority, by company. By the terms of the collective bargaining agreement only two members of a double company shall be allowed on vacation at the same time. This would imply that up to twenty line firemen could be on vacation at the same time. By not limiting the total number of employees allowed to take vacation during any given week the agreement allows the number of people on vacation to exceed the amount of the sixteen uncommitted employees available to cover them. The amount of firefighters on vacation varied from a high of twenty to a low of three for the twenty-seven weeks evaluated. After the Fire Department finished training replacement firefighters in October they had sixteen uncommitted firefighters available to cover shifts. If they had the sixteen uncommitted firefighters throughout the twenty-seven weeks that were analyzed, for nine of those weeks (33%) the number of firefighters on vacation would have exceeded the amount uncommitted. Due to the many vacancies occurring from July through August the number of weeks that firefighters on vacation exceeded uncommitted firefighters was sixteen out twenty-seven weeks (59%).

**Recommendation:**

As vacation time is the one part of the overtime commitment that the Department has control over, every effort should be made to ensure that the amount of scheduled time off does not exceed the amount of potentially available uncommitted firefighters.

A 1992 study by the City of San Jose, California reported that the most efficient and effective manner to meet minimum staffing was to staff 73 percent of absences with relief personnel and 27 percent with overtime. This study however is outdated and the parameters of the San Jose Fire Department may not apply to the Manchester Fire Department. The City Manchester should consider having a study done to determine the best mix of relief to overtime.

**Auditee Response:**

The department honors its contractual obligations by allowing 20 line employees per week to be on vacation.

A 1992 study of a department in California is not relevant to current conditions

**Current Status: Due to Labor Contract agreement this recommendation has been determined to be unworkable.**

**CITY OF MANCHESTER, NEW HAMPSHIRE  
TRAFFIC DEPARTMENT PERFORMANCE AUDIT  
JUNE 2006**

**OBSERVATION 1: SNOW REMOVAL:**

The department is responsible for snow removal from the City's parking lots and garages. It is important that snow be removed from the lots in a timely manner in order to maximize the number of spaces available for customers who lease spaces in the lots. The Department has elected to bid out the snow removal services to a private vendor. The contractor charges an hourly rate to remove the snow. The cost to the City was \$61,633, \$54,695 and \$37,325 for fiscal years 2003, 2004 and 2005 respectively. The Traffic Department lacks the equipment to efficiently remove the snow in a timely manner however, it may be possible to have another department with equipment such as the Highway Department or Parks and Recreation Department remove the snow.

**RECOMMENDATION:**

The Department should explore the feasibility of using City labor to remove the snow thereby relieving the need to pay an outside vendor for the service.

**AUDITEE RESPONSE:**

Snow removal operations will be under the new Parking Division 7/1/06 and the new Parking Manager will determine this recommendation.

**Current Status: It was determined that other departments lack the manpower and equipment to remove the snow in a timely manner.**

**OBSERVATION 5 GAS BOY CONTROLS NOT WORKING:**

Out of the 12 vehicles in use during the audit period tested it was noted that 8 of the vehicles did not have odometer readings entered prior to fueling. Upon inquiry it was discovered that the control to require this information has never been used and that no one has been required to enter mileage in order to get fuel. The only vehicles that consistently entered mileage information correctly were the sedans used by the administrative office.

It was also noted that the personnel at the Victory garage have been entering the fuel used for equipment other than the garage truck on the truck's fuel card.

**RECOMMENDATION:**

The system should be set up to require that mileage be entered prior to dispensing fuel and that the mileage entered meets preset parameters. For example the entered mileage

has to be greater than the previous mileage and not any greater than an acceptable range for that vehicle.

All personnel who are authorized to use the system need to be properly trained in the use and importance of entering data correctly.

Separate cards should be issued for gas cans and small engine equipment and fuel for these items should never be entered using a vehicle's card. This card should be under the control of one assigned individual and kept in a secured area when not in use.

AUDITEE RESPONSE:

We have issued separate cards for gas cans and small engine equipment and fuel for these items. This card is under the control of one assigned individual and kept in a secured area when not in use.

We have instructed personnel to enter all data when filling up.

**Current Status: Based on a review of reports from the Gas boy system it appears that employees are using the system correctly. Observation appears resolved.**

**OBSERVATION 8 STREET MARKING COSTS:**

The City of Manchester maintains over 397 miles of class IV, V and VI roads throughout the City. The Traffic Department is responsible for maintaining the traffic markings on all these public roadways as well as parking lots and the remaining city owned garage. A crew of six employees maintains over two million linear feet of road striping, seventy-four islands, hundreds of parking stalls including 19 parking lots and one garage, 1,132 crosswalks, 1,216 Stop Lines and 1,837 stencils and other markings. Painting is done using a latex-based paint.

During calendar year 2005 the painting crew was painting from March 23 to December 5. During this period they painted a total of 132 days. During this time crews worked 8 Sundays, 10 Saturdays and 12 nights accumulating 212 hours of over time and 2,834 regular hours. The following table summarizes the activity for FY 2005.

MARKING	TOTAL	# PAINTED CY 05	% PAINTED CY 05
Islands	74	63	85%
Arrows	1231	300	24%
Stop Stencils	144	0	0%
Only Stencils	292	71	24%
School Stencils	96	96	100%
Crosswalks	1,132	1,090	96%
Stop Lines	1,216	1,151	95%

Long line painting is broken down into segments of roadway. Each segment is determined by breaks in the line and varies in length from a few feet to hundreds of feet. Of the 755 segments the Department was able to paint 68% in calendar year 2005. Those that were not painted in 2005 had been painted in calendar year 2004.

The Department also painted 90% of the street parking stalls but only 15% of parking lots. They have not painted the Victory Garage in several years.

Based on reimbursement requests to the State of NH it is estimate that the cost per linear foot to paint the lines in the road was \$.068 per linear foot. The cost to paint crosswalks is estimated to be \$.13 per linear foot and \$.34 per linear foot for stencils.

The City of Concord in 2002 bid out the painting work and accepted a bid of .042 per linear foot for long lines and \$30 to \$45 per crosswalk. They were also given an alternative quote of \$.015 per linear foot of long lines if the City supplied the paint. A recent bid from the City of Nashua came back with \$.0315 per linear foot.

The Department seems to be having a problem painting all road markings in a timely manner. A visual inspection of road markings that have not been painted for over three years shows severely faded or non-existent markings.

#### RECOMMENDATION:

Because the per linear foot cost to privatize the long line marking is significantly less expensive then the in-house cost it is recommended that the department put this part of the job out to bid. This would free up the staff to concentrate on the area that they appear to be able to do less expensively then private companies. This would allow them to reduce the time between paintings for all markings.

#### AUDITEE RESPONSE:

Traffic Dept. concurs with recommendation so long as there is a provision to provide next day service to stripe newly paved roads.

**Current Status: Unchanged, however the Highway Department is currently looking into this.**

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

The Committee on Administration/Information Systems respectfully advises, after due and careful consideration, that the communication from Gerry Fleury requesting support of HB 149 be forwarded to the Board without recommendation.

*(Unanimous vote with the exception of Aldermen Garrity and Murphy who were absent.)*

Respectfully submitted,

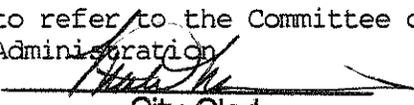
  
Clerk of Committee

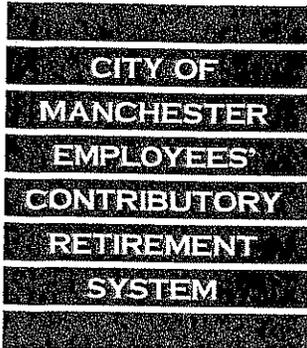
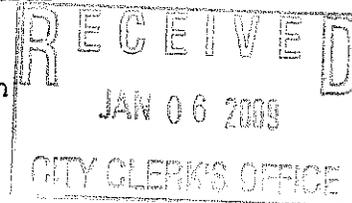
In board of Mayor and Aldermen

Date: 1/20/09 On Motion of Ald. Gatsas

Second by Ald. Osborne

Voted to refer to the Committee on  
Administration

  
City Clerk



Honorable Board of Mayor & Aldermen  
C/O Office of the City Clerk  
One City Hall Plaza  
Manchester, NH 03101

January 6, 2009

Honorable Members:

I am writing to inform you that the Manchester Employees' Contributory Retirement System has obtained sponsorship in the New Hampshire House for a single piece of legislation in the 2009 session of the legislature and to request your support for this initiative. This year's bill is sponsored by Representative Ben Baroody and has been entered into the legislative bill tracking system as 2009 H-0124-R and assigned HB-149. The bill is a minor corrective measure designed to make an existing provision in the law clearer. The bill will not affect present practices, change the benefit structure or affect the cost of operating the plan but merely seeks to remove an element of confusion from present language which has been a source of misinterpretation. For these reasons, this corrective measure will not require a referendum vote on a City ballot. In order to pass the New Hampshire Legislature however, we are seeking the concurrence of the Board of Mayor and Aldermen on this bill before it appears before any legislative committees so that the legislature will know that local authority has not been circumvented.

As mentioned above, we are seeking an amendment because the present language applicable to members who are terminating from the plan and seeking a refund of their accumulated contributions has lead some to believe that refunds are their only course of action. For plan participants who have attained normal retirement age but with scant service, obtaining a refund may still be their most attractive financial alternative but for others, a monthly benefit may be in their best interests. The amendment being sought has been reviewed by legal counsel for the Retirement System and is thought to provide a clearer description of a member's entitlements under the law. The Retirement System will couple the improved language with the use of improved administrative procedures to assure that members misinterpret legislative intent.

You have been provided with a draft of this legislation and I will be happy to answer any questions regarding this bill.

Gerard E. Fleury -- Executive Director  
Manchester Employees' Contributory Retirement System

cc: MECRS Board of Trustees



1045 ELM ST. • SUITE 403  
MANCHESTER, NH 03101-1824  
PHONE (603) 624-6506  
FAX (603) 624-6342

## HB 149 – AS INTRODUCED

2009 SESSION

09-0124

10/05

HOUSE BILL **149**

AN ACT relative to benefit eligibility of certain members of the city of Manchester employees' contributory retirement system.

SPONSORS: Rep. Baroody, Hills 13; Rep. Pepino, Hills 11; Rep. Goley, Hills 8

COMMITTEE: Executive Departments and Administration

## ANALYSIS

This bill clarifies benefit eligibility for members of the city of Manchester employees' contributory retirement system who terminate employment after age 60 regardless of their accrued service credit.

-----  
-----  
Explanation: Matter added to current law appears in *bold italics*.

Matter removed from current law appears [~~in brackets and struck through~~]

Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

09-0124

10/05

## STATE OF NEW HAMPSHIRE

*In the Year of Our Lord Two Thousand Nine*

AN ACT relative to benefit eligibility of certain members of the city of Manchester employees' contributory retirement system.

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

1 Manchester Employees' Contributory Retirement System; Benefits Upon Termination of Employment Prior to Normal Retirement Date. Amend 1973 218:11 as amended by 2002, 194:1 to read as follows:

P-3

## 218:11 Benefits Upon Termination of Employment Prior to Normal Retirement Date.

I. Any member *who has not attained the normal retirement date and* whose employment is terminated prior to the completion of 5 years of service and who is not entitled to a disability retirement pension shall receive a refund of his or her contributions together with regular interest thereon to the date of payment. Such refund shall be in lieu of all other rights and benefits payable to the member under this act. *Any member who has attained the normal retirement date, but who wishes to receive a lump sum distribution of accumulated contributions plus interest in lieu of a monthly retirement benefit pursuant to section 12 of this act, may do so upon completion of a waiver of benefits provided by the retirement system.*

II. Any member whose employment is terminated prior to normal retirement date and after the completion of at least 5 years of service and who is not entitled to an early retirement pension or a disability retirement pension, and who does not elect to receive a cash refund of the member's contribution together with regular interest, will be entitled to receive, commencing on the normal retirement date, an annual pension computed in accordance with the provisions of section 12 of this act based on the member's total amount of service.

III. A member who is entitled to a deferred vested pension in accordance with the provisions of paragraph II of this section may, in lieu of all other rights and benefits under this plan, elect at any time prior to the member's retirement date to receive a cash refund of the member's contribution together with regular interest thereon to the date of payment *upon completion of a waiver of benefits provided by the retirement system.*

2 Effective Date. This act shall take effect upon its passage.

P-4

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

The Committee on Administration/Information Systems respectfully advises, after due and careful consideration, that the communication from Bryan Christiansen from Comcast notifying the Board of price increases for cable services and equipment has been received and filed.

*(Unanimous vote with the exception of Aldermen Garrity and Murphy who were absent.)*

Respectfully submitted,

  
Clerk of Committee

**Freeman,Heather**

---

**From:** Freeman,Heather  
**Sent:** Tuesday, January 13, 2009 10:19 AM  
**To:** 'Bryan\_Christiansen@cable.comcast.com'  
**Subject:** Board of Mayor and Aldermen-Request for Representative  
**Attachments:** Comcast Letter.pdf

Mr. Christiansen,

As you know the Committee on Administration/Information Systems has requested that a representative from Comcast be present at the next Committee meeting to speak on the current changes to pricing and the relation to revenue impact. Chairman O'Neil has requested we coordinate a date for the next meeting. Would a representative be available to attend the evening of February 2<sup>nd</sup>, 3<sup>rd</sup> or 17<sup>th</sup>?

I have enclosed for your convenience your letter forwarded to the Board of Mayor and Aldermen on November 12, 2008. The statement in question was your first paragraph on the second page that states: *Another change of note is that effective December 1, 2008, Standard Cable service will no longer be available for new subscription.* I would be prepared to explain the changes stated in the letter and the effects to the City.

Please let me know what date works best for you and if you have any questions.  
Thank you,

Heather Freeman  
Administrative Assistant III  
Office of the City Clerk  
T: (603) 624-6455 F: (603) 624 6481

1/13/2009

Q-2



*Matthew Normand  
Acting City Clerk*

**CITY OF MANCHESTER**  
*Office of the City Clerk*

December 3, 2008

Bryan Christiansen  
Comcast  
54 Regional Drive  
Concord, NH 03301

RE: Comcast Cable Services and Price Adjustments

Please be advised that at the meeting of the Committee on Administration/Information Systems held on November 24, 2008 it was asked that a representative from Comcast attend the next committee meeting to discuss service as well as your communication dated October 24, 2008 regarding price adjustments.

Sincerely,

Heather Freeman  
Administrative Assistant III  
Office of the City Clerk

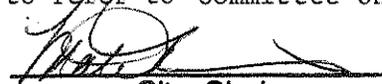
Q-3

11/24/08 tabled



In board of Mayor and Aldermen  
Date: 11/12/08 On Motion of Ald O'Neil  
Second by Ald. Gatsas  
Voted to refer to Committee on Administration

October 24, 2008

  
City Clerk

RECEIVED  
OCT 27 2008  
MAYOR'S OFFICE

*Via Certified Mail Return Receipt Requested*

The Honorable Frank Guinta  
Mayor/Board of Alderman  
City of Manchester  
1 City Hall Plaza  
Manchester, NH 03101

RECEIVED  
NOV 06 2008  
CITY CLERK'S OFFICE

**Re: Price Adjustments**

Dear Mayor and Members of the Board:

Comcast is committed to offering the best value in home entertainment, providing a wide variety of programming and an array of packages to accommodate customers' preferences. In today's challenging economic environment, Comcast like many other companies is experiencing increased business and operational costs. As a result, certain prices for cable services and equipment will change starting in December 2008.

While we have been highly focused on controlling our costs for the benefit of our customers, price adjustments are a necessity in view of the increased cost of doing business, including gas prices, healthcare costs, increases in the cost we pay for programming, and technology and service improvements. Even with these pressures, our average New England customer's total bill will increase by 3.6 percent, which is well under the rate of inflation.

Comcast spends about \$6 billion a year on programming alone to give our customers the best content and the most video choices. While we have been aggressive at controlling these costs, we anticipate continued increases in the cost to acquire programming, particularly for sports.

Comcast is also giving customers more choice with bundled discounts and new, more economical tiers for video, phone and high-speed Internet services. In fact we offer the lowest-priced basic video service among our competitors with our Basic Service, and have introduced Digital Economy cable service recently, giving cost-conscious consumers an additional low-cost option.

We're also continuing to increase the value of our services by making investments to offer the largest video on demand library, the most HD choices, a faster high-speed Internet and the newest technologies for our Comcast Digital Voice service – a low-cost, feature-rich digital phone service.

In addition, we're redoubling our efforts to improve the customer experience. We are investing in hiring and training personnel and in new technology more than at any other time in our 45-year history. We have hired over 15,000 customer service representatives and technicians in the past two years, including nearly 2,000 in New England alone, rolled out smart handheld devices and laptops to field technicians to improve on-time reliability, and developed new customer care technologies to help improve trouble-shooting and repairs.

Q-4

Manchester, NH  
Re: Price Adjustments  
Page 2

Enclosed please find a copy of the Notices we are sending to our customers in your community which will provide you with further detailed information regarding the scheduled price adjustments. One particular change that I would like to call to your attention is that beginning with these price adjustment notices, a digital cable box will now be available as part of our Digital Additional Outlet Service Charge. Another change of note is that effective December 1, 2008, Standard Cable service will no longer be available for new subscription. Customers who subscribe to Standard Cable as of December 1<sup>st</sup> will continue to receive the service until they make a change to their package selection or until they receive further notice.

Comcast continues to be one of the best values for consumers' entertainment dollars. An entire month of Comcast cable television is about the same price as only one night at the movies for a family of four, and a third of the cost for the same family to attend a professional football game, concert or live stage show.

As always, if you should have any questions or concerns regarding this matter, or any matter, please feel free to contact me at 603-224-0957, ext. 202.

Sincerely,



Bryan Christiansen  
Senior Manager of Government & Community Relations

## IMPORTANT Information

---

Dear Comcast Customer,

At Comcast, our goal is to give you more value, including the largest video on demand library and the most HD choices, a faster high-speed Internet and the newest technologies for our Comcast Digital Voice service – a low-cost, feature-rich digital phone service. We're also redoubling our efforts to improve your experiences with us, investing more than at any other time in our 45-year history to hire, train and give our employees the tools they need to serve you better.

### What this means for you.

While we continue to make these investments, Comcast, like many other companies, is experiencing increased business and operational costs from today's challenging economic environment. As a result, certain prices for cable service and equipment will change starting December 1.

While we have been highly focused on controlling our costs, price adjustments are a necessity in view of the increased cost of doing business, including gas prices, healthcare costs, increases in the cost we pay for programming, technology and service improvements.

Please review the information on the following page(s) that identifies the adjustments and the effective date of the adjustments. If you are currently enjoying a promotion, your price will remain in effect until the scheduled expiration date of your promotion.

If you currently have multiple digital converter boxes in your home, the Digital Additional Outlet Service Charge now includes the price of a digital set top box. In addition, effective December 1, 2008, Standard Cable will no longer be offered as a new cable service option. However, if you currently subscribe to Standard Cable, you will continue to receive the service until further notice, unless you choose to make a change to your service or cable package.

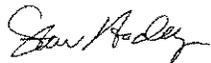
### What's happening at Comcast?

Comcast has increased the value of our services and made investments in our products to give you more variety, choice and control. Over the past year, we've more than tripled the number of HD choices we offer, with customers now having access to more than 1,000 HD choices at any given time – day or night – through the launch of several new HD networks and the addition of hundreds of HD On Demand programs. And our On Demand service now offers over 10,000 titles every month. We've also introduced a convenient, new feature called "AnyRoom On Demand," which enables you to start an On Demand program on any television and continue to view it on any other TV in the home that has a digital cable box.

### We value your business.

Comcast values your business and is committed to providing you with the best possible experience. If you have any questions regarding these changes, please visit [www.comcast-ne.com/information](http://www.comcast-ne.com/information) or call us at 1-800-COMCAST.

Thank you for choosing Comcast for your entertainment and communications needs.



Stephen L. Hackley  
Senior Vice President  
Comcast Northern New England Region

## QUESTIONS & Answers

---

### Q: Why are my prices changing?

A: We are highly focused on controlling our costs, but price adjustments are a necessity in view of the increased cost of doing business in this challenging economic environment, including gas prices, healthcare costs, increases in the cost we pay for programming and technology and service improvements. Comcast spends about \$6 billion a year on programming to deliver our customers the best content and the most video choices. While we've aggressively controlled these costs, we expect continued increases in costs we pay for programming, particularly sports.

### Q: When will this price increase take effect?

A: The price increase will take effect with your December or February bills as outlined on the following pages.

### Q: What other package or service options are available to me?

A: Comcast offers a variety of packages to suit your needs. To explore any of the options available to you, please visit [www.comcast-ne.com/information](http://www.comcast-ne.com/information) or call us at 1-800-COMCAST.

## IMPORTANT Information

Dear Customer:

At Comcast, our goal is to give you more value, including, a faster high-speed Internet and the newest technologies. The following price adjustments to our Comcast High Speed Internet products will be effective December 1, 2008. Also, effective December 1, 2008, Comcast High-Speed Internet Performance Lite will be discontinued. If you subscribe to Comcast High-Speed Performance Lite, after December 1st you will receive Comcast High-Speed Internet Performance. Existing Performance customers (6Mbps/1Mbps) who also subscribe to Comcast Digital Voice will be receiving a speed upgrade at no additional cost. On December 1st, 2008, your new speed will be Performance PLUS (8Mbps/2Mbps) and your monthly rate will not change. If you would like to learn more about our various Comcast High-Speed Internet products and packages please contact your local Comcast representative or visit us online at [www.comcast.com](http://www.comcast.com).

Your Current Product & Speed	Current Price	Your Product & Speed as of Dec. 1, 2008 <i>Please note there may be a change from the product you were subscribed to prior to Dec 1st</i>	Price as of Dec. 1, 2008
Performance Lite (4Mbps/384Kbps)	\$57.95	Performance Lite is Discontinued, you will automatically be moved to Performance Plus (6Mbps/1Mbps)	\$59.95
Performance Lite (4Mbps/384Kbps) for Digital Voice customers	\$42.95	Performance Lite for Digital Voice Customers is Discontinued, you will automatically be moved to Performance Plus (6Mbps/1Mbps) for Digital Voice Customers	\$42.95
Performance (6Mbps/1Mbps)	\$59.95	Performance (6Mbps/1Mbps)	\$59.95
Performance (6Mbps/1Mbps) for Digital Voice customers	\$52.95	Performance Plus (8Mbps/2Mbps) for Digital Voice customers*	\$52.95
Performance Plus (8Mbps/2Mbps)	\$67.95	Performance Plus (8Mbps/2Mbps)	\$68.95
Performance Plus (8Mbps/2Mbps) for Digital Voice customers	\$62.95	Performance Plus (8Mbps/2Mbps) for Digital Voice customers	\$62.95
**Blast! (16Mbps/2Mbps)	\$67.95	**Blast! (16Mbps/2Mbps)	\$68.95
**Blast! (16Mbps/2Mbps) for Digital Voice customers	\$62.95	**Blast! (16Mbps/2Mbps) for Digital Voice customers	\$52.95

If you have any questions regarding these changes, or for information about any Comcast products, please call 1-866-660-6137.

Sincerely,  
Comcast

*See reverse side for additional information.*



10/08 X-25708

\* Comcast Performance (6Mbps/1Mbps) combined with Digital Voice is still available on December 1st at the new rate of \$42.95 per month.

\*\* Comcast Blast™ not available in all areas. All prices are per month charges and do not include applicable regulatory, FCC user and franchise fees, or federal, state and local taxes. To receive the Comcast High-Speed Performance speed enhancements after December 1st, you may need to reset your modem, Comcast Home Networking Gateway or eMTA. You can reset your modem or Comcast Home Networking Gateway by unplugging it from the electrical outlet for 60 seconds and plugging it back in. If you have an eMTA it can be reset by depressing the "reset" button located on the back of the eMTA using a paperclip or similar object until the lights on the front of the unit go off. After the lights turn off release the reset button and wait for the eMTA to complete its reset. It may take up to five minutes for the eMTA to reset.

## IMPORTANT Information

November 2008

Dear Customer:

Comcast is committed to keeping you informed about our products and services. As part of our efforts, we are providing you with advance notice that your Digital Bronze Cable Package price will increase from \$12.95 per month to \$13.95 per month effective with your December bill.

Please note that this package is no longer sold by Comcast. To receive all the features and benefits that Comcast has to offer, you may want to upgrade to one of our current Digital Value packages.

For more information about our current Digital Packages or other services available to you, please call 1-866-660-6137.

Sincerely,

Comcast

Q-7

All prices are per month charges and do not include applicable regulatory, FCC user and franchise fees, or federal, state and local taxes.

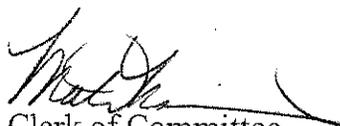


**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Administration/Information Systems respectfully recommends, after due and careful consideration, that the current taxi rate of \$.40 per one-sixth of a mile be changed to the prior rate structure of \$.25 per one-sixth of a mile.

*(Unanimous vote with the exception of Aldermen Garrity and Murphy who were absent.)*

Respectfully submitted,

  
Clerk of Committee

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

The Committee on Administration/Information Systems respectfully recommends, after due and careful consideration, that the expiration date for the ordinance amendment increasing current taxi rates from \$.25 per one-sixth of a mile to \$.40 per one-sixth of a mile, be extended until March 31, 2009.

*(Unanimous vote conducted via phone poll February 9, 2009)*

Respectfully submitted,



Clerk of Committee

**At a meeting of the Board of Mayor and Aldermen held February 17, 2009 on a motion of Alderman J. Roy, duly seconded by Alderman O'Neil, the report of the Committee was accepted and its recommendations adopted.**



Acting City Clerk

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

The Committee on Administration/Information Systems respectfully recommends, after due and careful consideration, that the expiration date for the ordinance amendment increasing current taxi rates from \$.25 per one-sixth of a mile to \$.40 per one-sixth of a mile, be extended until February 28, 2009.

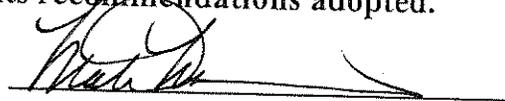
*(Unanimous vote conducted via phone poll)*

Respectfully submitted,



Clerk of Committee

**At a meeting of the Board of Mayor and Aldermen held January 20, 2009 on a motion of Alderman Osborne, duly seconded by Alderman Garrity, the report of the Committee was accepted and its recommendations adopted.**



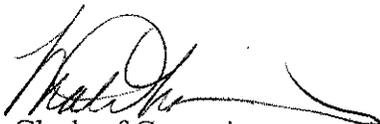
Acting City Clerk

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the \$4,000 grant received from the New Hampshire Department of Resources and Economic Development be accepted; and for such purpose an amending resolution and budget authorization have been submitted.

*(Unanimous vote)*

Respectfully Submitted,



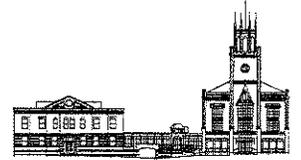
Clerk of Committee

3/3/09 Refer to CIP

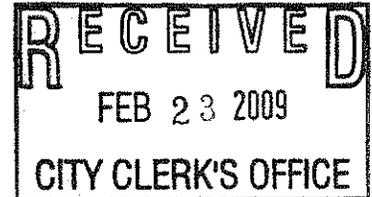


# CITY OF MANCHESTER

## Economic Development Office



February 23, 2009



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

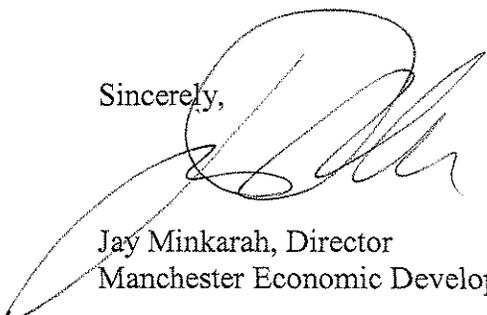
RE: DRED Marketing Grant

Dear Mayor Guinta and Members of the Board:

We are pleased to inform you that MEDO has been awarded a \$4,000 grant from the New Hampshire Department of Resources and Economic Development to support our out-of-state marketing efforts. The grant will supplement funds currently available through the Manchester Development Corporation and MEDO's current operating budget to support our e-marketing initiative in Canada. We respectfully request that the grant award be accepted so that we may use these funds for their intended purpose. A copy of the award notice is attached.

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

Sincerely,

  
Jay Minkarah, Director  
Manchester Economic Development Office



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
**DIVISION OF ECONOMIC DEVELOPMENT**

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

GEORGE M. BALD  
Commissioner  
ROY C. DUDDY  
Interim Director

603-271-2341  
FAX: 603-271-6784  
02-11-2009 <http://www.nheconomy.com>

February 9, 2009

**Grant No. ED-09-09**

Ms. Kate Benway  
Economic Development Office  
City of Manchester  
One City Hall Plaza  
Manchester NH 03101

Dear Kate:

CONGRATULATIONS!

The Economic Development Matching Grants Screening Committee recommended the approval of your grant application for funds in the amount of \$4,000.00 to the Commissioner of DRED and by the Commissioner to the Governor and the Executive Council. Subsequently, the Governor and Council approved it on February 4, 2009.

It is important for you to remember that:

1. "All promotion projects funded shall be evaluated for effectiveness within one year of the project's completion date." (Res 2408.01) The project evaluation shall be the responsibility of the grant recipient.  
**PLEASE FORWARD TWO COPIES OF YOUR FINAL REPORT DIRECTLY TO THE DIVISION OF ECONOMIC DEVELOPMENT.**
2. "All requests for reimbursement shall be submitted within ninety (90) days from the completion of the project." (Res 2407.03)
3. "All organizations shall report to DRED any portions of the dollars allocated for their grant that will not be used within ninety (90) days from the completion of the projects." (Res 2407.05)
4. "Failure to comply with any of the rules governing reimbursement of funds shall result in the forfeiture of any monies owed." (Res 2407.06)

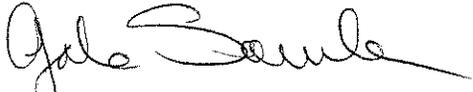
All future correspondence regarding this grant should reference the grant number shown above. This grant number helps our office to identify and process your reimbursement in a timely manner. If we cannot identify which grant a bill belongs to, reimbursement will be delayed or rejected. You should use the following guidelines when submitting a bill for reimbursement:

1. Partial or full payments may be processed on a grant subject to any conditions outlined in the approval.
2. You should use the enclosed EDMG invoice form as a cover sheet and create an invoice on your organization's letterhead. Submit in duplicate, the cover sheet, invoice, and all other officially receipted vendor bills and canceled checks. Failure to provide this documentation will result in returning the billing to you unpaid.
3. Number each receipted bill (1,2,3, etc.) on the vendor invoices themselves, on the canceled checks, and on the invoice form, so that the auditors will be able to follow what items you are submitting for payment. Remember to include copies of the backs of canceled checks or a copy of the image check statement from your bank.
4. Each vendor bill MUST reflect what work is being performed. No "balance forward" or "late charge" invoices will be accepted.
5. Your invoice on your letterhead made out to the State of New Hampshire for the grant funds being requested **MUST indicate** whether it is a partial billing or a final bill and **MUST note the grant number**.
6. After processing, you may expect to receive a check in approximately thirty (30) days.

**AGAIN, EVERYTHING MUST BE SUBMITTED IN DUPLICATE**

If you, as the contact person, are not the individual who will be doing the billing, please see that the person who does receives a copy of the above rules. Any questions about your grant should be directed to me at 271-2341.

Sincerely,



Gale J. Sowle  
Economic Development  
Matching Grants Administrator

**CIP BUDGET AUTHORIZATION**

CIP #:  Project Year:  CIP Resolution:   
 Title:  Amending Resolution:   
 Administering Department:  Revision:

Project Description:

**Federal Grants** Federal Grant:  **Environmental** Review Required:   
 Grant Executed:  Completed:

**Critical Events**

1	Project Initiation	<input type="text" value="3/31/09"/>
2	Project Completion	<input type="text" value="6/30/09"/>
3		
4		
5		

Expected Completion Date:

**Line Item Budget**

	STATE			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$4,000.00	\$0.00	\$0.00	\$4,000.00
<b>TOTAL</b>	<b>\$4,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,000.00</b>

**Revisions**

**COMMENTS**

5-5

# City of Manchester New Hampshire

*In the year Two Thousand and Nine*

## A RESOLUTION

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Four Thousand Dollars (\$4,000) for the FY 2009 CIP 612609 DRED Marketing Grant.”

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 \$4,000 from the State of New Hampshire Department of Resources and Economic Development to support the out-of-state marketing efforts of the Manchester Economic Development Office;

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

**By adding:**

FY 2009 CIP 612609 – DRED Marketing Grant - \$4,000 State

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

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the request from Fred McNeill, EPD, for various revisions to EPD projects contained within the 2008 and 2009 CIP budget be approved, and for such purpose an amending resolution and budget authorization have been submitted.

*(Unanimous vote)*

Respectfully Submitted,



Clerk of Committee

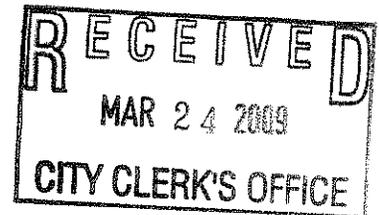


**CITY OF MANCHESTER**  
**PLANNING AND COMMUNITY DEVELOPMENT**

Leon L. LaFreniere, AICP  
Director

Planning & Land Use Management  
Building Regulations  
Community Improvement Program

Staff to:  
Planning Board  
Zoning Board of Adjustment  
Heritage Commission  
Millyard Design Review Committee



**To:** Michael Garrity, Chair  
CIP Aldermanic Committee

**From:** Leon LaFreniere, AICP,  
Director of Planning & Community Development

**Date:** March 23, 2009

**Subject:** EPD Projects Budget Revisions

Frederick McNeill has submitted to this office several desired revisions to various EPD Projects contained within the 2008 and 2009 CIPs. Generally, the revisions are substituting local EPD monies for anticipated state/federal funds that were anticipated to be made available for these projects but are not presently forthcoming. Mr. McNeil indicates that there is still a possibility that these funds will be made available at a future date but most likely after the various projects have already been completed. We have discussed this with the Finance Department and understand that should those funds come in we will be able to re-open the projects and adjust the revenue sources as appropriate.

Attachments:

T-2

One City Hall Plaza, Manchester, New Hampshire 03101  
Phone: (603) 624-6450 & (603) 624-6475 Fax: (603) 624-6529 & (603) 624-6324  
E-Mail: [planning@manchesternh.gov](mailto:planning@manchesternh.gov)  
[www.manchesternh.gov](http://www.manchesternh.gov)

**CIP BUDGET AUTHORIZATION**

CIP #:  Project Year:  CIP Resolution:   
 Title:  Amending Resolution:   
 Administering Department:  Revision:

Project Description:

**Federal Grants** Federal Grant:  **Environmental** Review Required:   
 Grant Executed:  Completed:

**Critical Events**

1	Program Initiation	<input type="text" value="07/03/06"/>
2	Program Completion	<input type="text" value="4/7/09"/>
3		
4	Project Closeout	<input type="text" value="4/7/09"/>
5		
Expected Completion Date:		<input type="text" value="4/7/2009"/>

**Line Item Budget**

	ENTERPRISE			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$50,000.00	\$0.00	\$0.00	\$50,000.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$609,812.26	\$0.00	\$0.00	\$609,812.26
Other	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$659,812.26</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$659,812.26</b>

**Revisions** #1-Transfer of \$590,187.74 to project 710908.

**COMMENTS** Funds to be borrowed fthrough State Revolving Fund (SRF).

**CIP BUDGET AUTHORIZATION**

CIP #:  Project Year:  CIP Resolution:   
 Title:  Amending Resolution:   
 Administering Department:  Revision:

Project Description:

**Federal Grants** Federal Grant:  **Environmental** Review Required:   
 Grant Executed:  Completed:

**Critical Events**

1	Program Initiation	<input type="text" value="07/02/07"/>
2	Program Completion	<input type="text" value="12/31/09"/>
3		
4		
5		
Expected Completion Date:		<input type="text" value="12/31/2009"/>

**Line Item Budget**

	ENTERPRISE			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$280,000.00	\$0.00	\$0.00	\$280,000.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$1,510,187.74	\$0.00	\$0.00	\$1,510,187.74
Other	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$1,790,187.74</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,790,187.74</b>

**Revisions**

#1- Transfers funds in the amount of \$590,187.74 from project 712307. Deletes \$240,000 State and adds \$240,000 E

**COMMENTS**

# City of Manchester New Hampshire

*In the year Two Thousand and Nine*

## A RESOLUTION

“Amending the FY 2007 and 2008 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eight Hundred Thirty Thousand One Hundred Eighty Seven Dollars and Seventy Four Cents (\$830,187.74) for the FY 2008 CIP 710908 Construction Cohas Brook Phase II-Contract 3.”

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 and 2008 CIP as contained in the 2007 and 2008 CIP budgets; and

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

WHEREAS, the Board of Mayor and Aldermen desires to approve funds as required to complete the Contract #3 of the Cohas Brook Project Phase 2 estimated to cost \$830,187.74;

WHEREAS, funds in the amount of \$590,187.74 are available from Contract #1 of the Cohas Brook Contract Project Phase 2; and

WHEREAS, additional funds in the amount of \$240,000 are available from EPD user fees;

NOW, THEREFORE, be it resolved that the 2007 and 2008 CIP be amended as follows:

**By decreasing:**

FY 2007 CIP 712307 – Construction Cohas Brook Phase II, Contract 1-\$590,187.74  
From \$1,250,000 Enterprise to \$659,812.26 Enterprise

**By amending & increasing:**

FY 2008 CIP 710908 – Construction Cohas Brook Phase II, Contract 3-\$830,187.74  
From \$960,000 Enterprise and \$240,000 State to \$1,790,187.74 Enterprise

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

**CIP BUDGET AUTHORIZATION**

CIP #:  Project Year:  CIP Resolution:   
 Title:  Amending Resolution:   
 Administering Department:  Revision:

Project Description:

**Federal Grants** Federal Grant:  **Environmental** Review Required:   
 Grant Executed:  Completed:

**Critical Events**

1	Design/Engineering Initiation	Sept. 2008
2	Design/Engineering Completion	Sept. 2009
3	Construction Initiation	Oct./Nov. 2009
4	Construction Completion	Spring 2011
5		

Expected Completion Date:

**Line Item Budget**

	ENTERPRISE	STATE		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$1,125,000.00	\$125,000.00	\$0.00	\$1,250,000.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$5,375,000.00	\$375,000.00	\$0.00	\$5,750,000.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$6,500,000.00</b>	<b>\$500,000.00</b>	<b>\$0.00</b>	<b>\$7,000,000.00</b>

**Revisions**

#1-Adds \$2,000,000 to revise Construction Contracts

**COMMENTS**

State funds to be received at completion of project.

T-6

**CIP BUDGET AUTHORIZATION**

CIP #:  Project Year:  CIP Resolution:   
 Title:  Amending Resolution:   
 Administering Department:  Revision:

Project Description:

**Federal Grants** Federal Grant:  **Environmental** Review Required:   
 Grant Executed:  Completed:

**Critical Events**

1	Program Initiation	<input type="text" value="07/02/07"/>
2	Program Completion	<input type="text" value="12/31/09"/>
3		
4		
5		

Expected Completion Date:

**Line Item Budget**

	ENTERPRISE			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$600,000.00	\$0.00	\$0.00	\$600,000.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$855,000.00	\$0.00	\$0.00	\$855,000.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$4,545,000.00	\$0.00	\$0.00	\$4,545,000.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$6,000,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,000,000.00</b>

**Revisions** #1-Adds \$2,500,000

**COMMENTS** Project initially funded with Enterprise funds with an anticipation that up to \$700,000 of NHDES and \$336,000 Member Community Contributions will be received to decrease amount of local Enterprise funds ultimately requested.

**CIP BUDGET AUTHORIZATION**

CIP #:  Project Year:  CIP Resolution:   
 Title:  Amending Resolution:   
 Administering Department:  Revision:

Project Description:

**Federal Grants** Federal Grant:  **Environmental** Review Required:   
 Grant Executed:  Completed:

**Critical Events**

1	Program Initiation	<input type="text" value="07/02/07"/>
2	Program Completion	<input type="text" value="12/31/09"/>
3		
4		
5		

Expected Completion Date:

**Line Item Budget**

	ENTERPRISE			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$935,000.00	\$0.00	\$0.00	\$935,000.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$65,000.00	\$0.00	\$0.00	\$65,000.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$1,000,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,000,000.00</b>

**Revisions**

**COMMENTS**

Project initially funded with Enterprise funds with an anticipation that up to \$150,000 of NHDES and \$72,000 Member Community Contributions will be received to decrease amount of local Enterprise funds ultimately requested.

**CIP BUDGET AUTHORIZATION**

CIP #:  Project Year:  CIP Resolution:   
 Title:  Amending Resolution:   
 Administering Department:  Revision:

Project Description:

**Federal Grants** Federal Grant:  **Environmental** Review Required:   
 Grant Executed:  Completed:

**Critical Events**

1	Program Initiation	<input type="text" value="07/02/07"/>
2	Program Completion	<input type="text" value="12/31/09"/>
3		
4		
5		

Expected Completion Date:

**Line Item Budget**

	ENTERPRISE			TOTAL
Salaries and Wages	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Fringes	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Design/Engineering	<input type="text" value="\$3,750,000.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$3,750,000.00"/>
Planning	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Consultant Fees	<input type="text" value="\$250,000.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$250,000.00"/>
Construction Admin	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Land Acquisition	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Equipment	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Overhead	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Construction Contracts	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Other	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
<b>TOTAL</b>	<input type="text" value="\$4,000,000.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$4,000,000.00"/>

**Revisions**

#1-Adds \$3,250,000

**COMMENTS**

Project initially funded with Enterprise funds with an anticipation that up to \$150,000 of NHDES and \$72,000 Member Community Contributions will be received to decrease amount of local Enterprise funds ultimately requested.

T-9

# City of Manchester New Hampshire

*In the year Two Thousand and Nine*

## A RESOLUTION

“Amending the FY 2008 and 2009 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eight Million Dollars (\$8,000,000) for various FY 2008 and 2009 CIP EPD Projects.”

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 2008 and 2009 CIP as contained in the 2008 and 2009 CIP budgets; and

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

WHEREAS, the Board of Mayor and Aldermen desires to approve the funds necessary to complete several design and construction projects funded with EPD users fee;

NOW, THEREFORE, be it resolved that the 2008 and 2009 CIP be amended as follows:

**By increasing:**

A) CIP 712209-Cohas Brook Phase III Contract 1-\$2,000,000 EPD  
From \$5,000,000 EPD to \$7,000,000 EPD

B) CIP 711008-Design & Construction of Incinerator Upgrade at WWTF-\$2,500,000 EPD  
From \$3,500,000 EPD to \$6,000,000 EPD

C) CIP 711108-Design of Aeration Upgrade at WWTF-\$250,000 EPD  
From \$750,000 EPD to \$1,000,000 EPD

D) CIP 711208-Design of Grit Chamber Upgrade at WWTF-\$3,250,000 EPD  
From \$750,000 EPD to \$4,000,000 EPD

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

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the request from Bruce Thomas for additional funding in the amount of \$1,239,624 for the Nazaire Biron Bridge project, CIP #711109 be approved.

The Committee further recommends the funds be transferred from the Granite Street Reconstruction Project, CIP #713107.

*(Note: CIP staff will be presenting a bond transfer at the next meeting of the Board to effect the transfer from CIP #713107 Granite Street Reconstruction to CIP # 711109 Nazaire Biron Bridge.)*

*(Unanimous vote)*

Respectfully Submitted,



Clerk of Committee

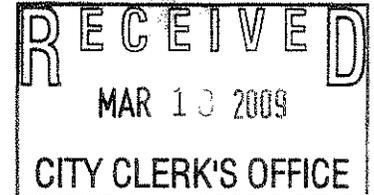
Kevin A. Sheppard, P.E.  
Public Works Director

Timothy J. Clougherty  
Deputy Public Works Director



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

**CITY OF MANCHESTER**  
*Highway Department*



March 10, 2009

C.I.P. Committee of the  
Honorable Board of Mayor and Aldermen  
C/O Mr. Matthew Normand  
CITY CLERKS OFFICE  
One City Hall Plaza  
Manchester, New Hampshire 03103

Re: Nazaire Biron Bridge Funding

Gentlemen:

We currently have \$150,000 available for design of the rehabilitation of the Nazaire Biron Bridge (CIP Project 711109 – Annual Bridge Maintenance). We have received commitment from the State of NH for reimbursement of design and construction and anticipate such documentation to be forthcoming. It is our understanding that this funding has been accelerated by the State.

We anticipate the project's financial commitments to be as follows:

Description	State (80%)	City (20%)	Total
Design and Const. Admin.	\$358,497	\$89,624	\$448,121
Construction	\$5,200,000	\$1,300,000	\$6,500,000
<u>Total Project:</u>	<u>\$5,558,497</u>	<u>\$1,389,624</u>	<u>\$6,948,121</u>

The additional City monies required to complete the project is \$1,239,624.

We respectfully request this funding through the FY10 CIP and that the startup recognize the State commitment of \$5,558,497.

If I can be of further assistance, please do not hesitate to contact me.

Very truly yours,

Bruce A. Thomas  
Engineering Manager

Cc: Kevin A. Sheppard  
Timothy J. Clougherty  
Sam Maranto

V-2

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that a request for the acceptance and expenditure of \$1,666,000 in State reimbursement funds to be used to cover eligible construction costs on the Granite Street Reconstruction Project, CIP #713107 be approved.

The Committee further recommends that \$1,239,624 be transferred to the Nazaire Biron Bridge Project, CIP #711109, leaving a remaining balance of \$426,376.

*(Note: CIP staff will be presenting a bond transfer at the next meeting of the Board to effect the transfer from CIP #713107 Granite Street Reconstruction to CIP # 711109 Nazaire Biron Bridge.)*

*(Unanimous vote)*

Respectfully Submitted,



Clerk of Committee

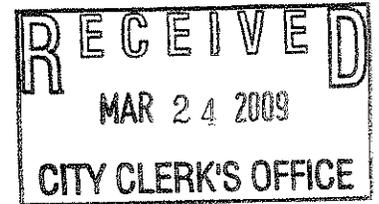


**CITY OF MANCHESTER**  
**PLANNING AND COMMUNITY DEVELOPMENT**

Leon L. LaFreniere, AICP  
Director

Planning & Land Use Management  
Building Regulations  
Community Improvement Program

Staff to:  
Planning Board  
Zoning Board of Adjustment  
Heritage Commission  
Millyard Design Review Committee



**To:** Michael Garrity, Chair  
CIP Aldermanic Committee

**From:** Leon LaFreniere, AICP,  
Director of Planning & Community Development

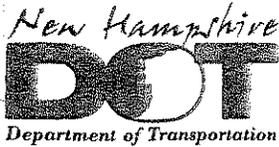
**Date:** March 23, 2009

**Subject:** CIP 713107 Granite St. Project Reimbursement

The City has received a reimbursement check from the State Department of Transportation to cover eligible construction costs on the Granite Street Reconstruction Project paid with local funds. The reimbursement is in the amount of \$1,666,000. In order for the City to accept these funds the attached amending resolution and revised budget authorization will need to be approved by the full Board. Accordingly, the Committee's review of these documents and recommendation to the full Board for their approval is respectfully requested.

Attachments:

V-2



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

Manchester  
14025, 14025C, 14025E and 14025F  
Widening of Granite Street from the Merrimack  
River bridge to South Main Street Intersection

Bureau of Highway Design  
Room 200  
Tel: (603) 271-2171  
Fax: (603) 271-7025

Date: February 13, 2009

Mr. Dennis Anctil, PE  
Manchester Public Works  
227 Maple Street  
Manchester, NH 03103-5596

Dear Dennis Anctil

The Department has just received approval of the Statewide Transportation Improvement Program (STIP) 2009 to 2012 on January 23, 2009. As I indicated in the June 5, 2008 letter, the City did receive an additional \$1,666,000.00 (Demo Id NH079) in earmark by Senator Gregg for the completion of the Granite Street project. Based on the approval of the STIP, the Department is now authorized to reimburse the City of Manchester for their federally eligible expenditures up to \$1,666,000 for the 14025E project.

If you or the City has any questions concerning the above, please feel free to contact me.

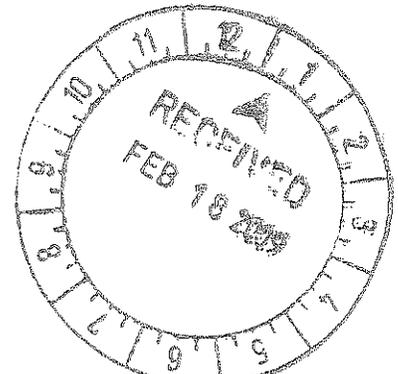
Sincerely,

L. Robert Landry, Jr., P.E.  
Project Manager

cc: Nancy Mayville

s:\manchester\14025\letters\anctil 021309 earmark status.doc

V-3



**CIP BUDGET AUTHORIZATION**

CIP #:  Project Year:  CIP Resolution:   
 Title:  Amending Resolution:   
 Administering Department:  Revision:

Project Description:

**Federal Grants** Federal Grant:  **Environmental** Review Required:   
 Grant Executed:  Completed:

**Critical Events**

1	Program Initiation	<input type="text" value="02/7/07"/>
2	Program Completion	<input type="text" value="6/30/09"/>
3		
4		
5		

Expected Completion Date:

**Line Item Budget**

	BOND	STATE		TOTAL
Salaries and Wages	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Fringes	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Design/Engineering	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Planning	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Consultant Fees	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Construction Admin	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Land Acquisition	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Equipment	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Overhead	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Construction Contracts	<input type="text" value="\$5,300,000.00"/>	<input type="text" value="\$1,666,000.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$6,966,000.00"/>
Other	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
<b>TOTAL</b>	<input type="text" value="\$5,300,000.00"/>	<input type="text" value="\$1,666,000.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$6,966,000.00"/>

**Revisions**

**COMMENTS**

V-4

# City of Manchester New Hampshire

*In the year Two Thousand and Nine*

## A RESOLUTION

“Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of One Million Six Hundred Sixty Six Thousand Dollars (\$1,666,000) for the FY 2007 CIP 713107 Granite Street Reconstruction-Phase 3 Project.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 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 Improvement funds in the amount of \$1,666,000 for reimbursement of eligible costs from the Granite Street project;

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

**By increasing:**

FY 2007 CIP 713107 – Granite Street Reconstruction-Phase 3 Project - \$1,666,000 State  
From \$5,300,000 to \$6,966,000 (\$5,300,000 Bond and \$1,666,000 State)

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

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

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that the communication from Alderman Peter Sullivan regarding a Green Buildings Task Force be referred to the Planning and Community Development Department.

*(Unanimous vote)*

Respectfully submitted,



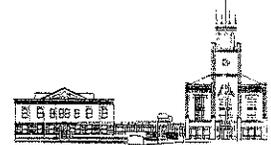
Clerk of Committee



# CITY OF MANCHESTER

## Board of Aldermen

1/20/09 Refr to LSE



### MEMORANDUM

To: Members of the Board of Mayor and Aldermen

From: Alderman Peter M. Sullivan  
Ward 3

Date: January 20, 2009

Re: Green Buildings Task Force

In his inaugural address earlier today, president Obama reaffirmed his commitment to creating a "green economy" and to assisting states and municipalities in their efforts to promote green buildings.

Since there is a strong possibility that additional federal funds for green building initiatives may soon be available, I believe that it is an appropriate time for the City of Manchester to develop a comprehensive, long-term strategy for undertaking such initiatives.

I propose that a task force be established to prepare a green buildings plan for the city. The composition of the committee would be as follows:

- Deputy Director of Public Works (Facilities Manager) or designee;
- Director of the Department of Planning and Economic Development or designee;
- One representative of the Board of Mayor and Aldermen'
- One representative of the Board of School Committee
- Three members of the general public, at least one of whom shall have professional or academic experience in the fields of environmental science, energy conservation, or a related discipline.

The committee will submit a final report to the BMA no later than 180 days from the date of its first meeting.

I am, of course, willing to listen to your suggestions and advice as to the exact composition of the committee and the timeline for the completion of its work.

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

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that the request from Jay Minkarah, Economic Development Director, to place a public sculpture on property located at the intersection of Old Granite and Granite Streets be approved.

*(Unanimous vote)*

Respectfully submitted,



Clerk of Committee



# CITY OF MANCHESTER

## Economic Development Office



February 23, 2009

George W. Smith, Chairman  
Committee on Lands & Buildings  
Board of Mayor and Aldermen  
One City Hall Plaza  
Manchester, New Hampshire 03101

**Re: Public Sculpture Placement**

Dear Chairman Smith and Members of the Committee:

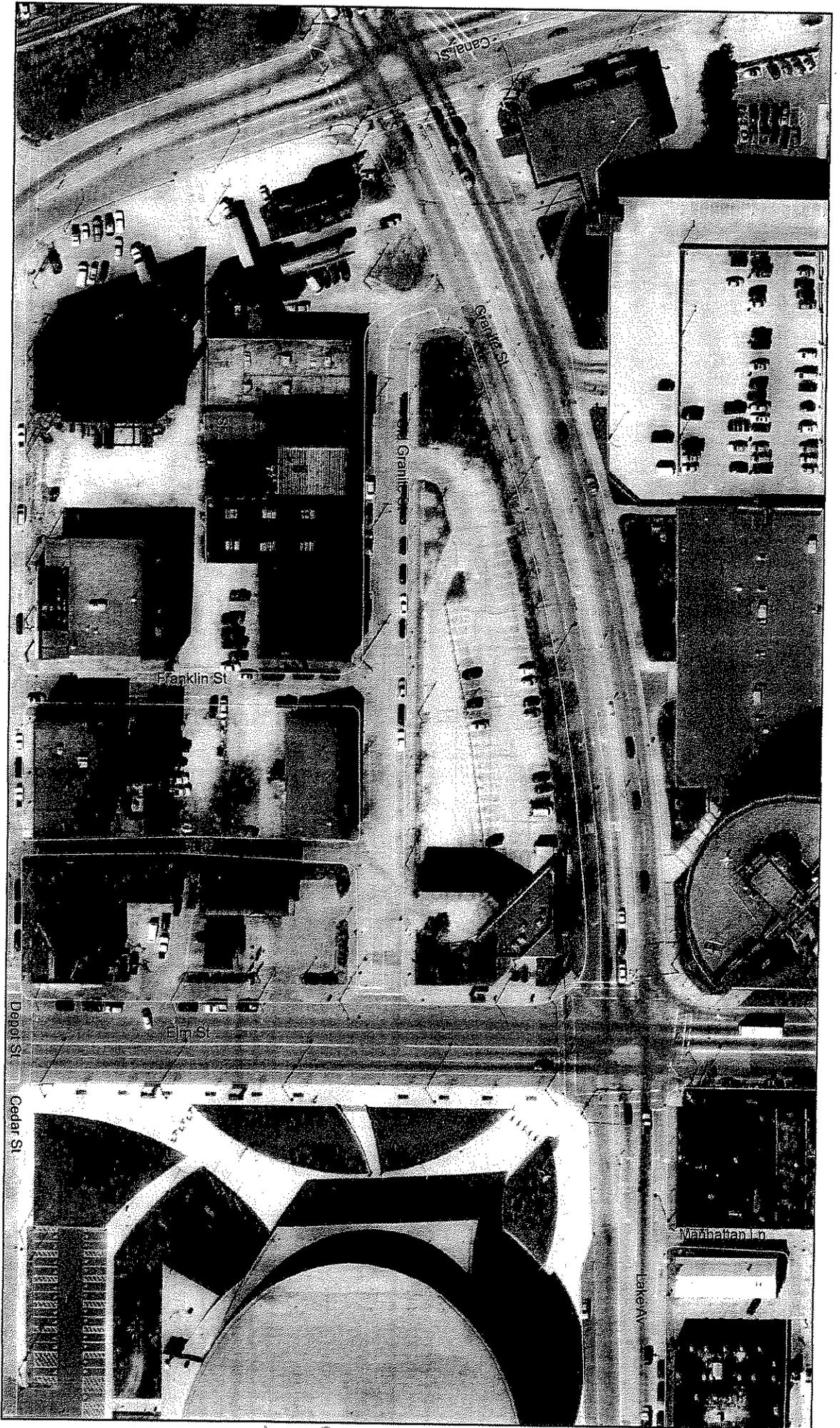
As part of our on-going efforts to beautify the City and promote Manchester as an arts and cultural destination, we request approval to locate a public sculpture on property located at the intersection of Old Granite and Granite Streets (see attached aerial). Funding for the sculpture would come from the City's Arts Fund which was specifically created for this purpose. If approval is granted, staff would work with the City's Arts Commission to identify a proposal that is appropriate for this prominent setting. Thank you for your consideration. Please let me know if you have any questions or require additional information regarding this matter.

Sincerely,



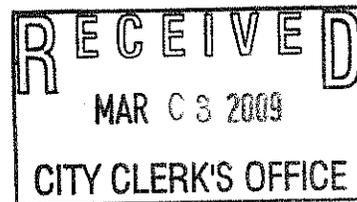
Jay Minkarah, Director  
Manchester Economic Development Director

cc: Frank C. Guinta, Mayor



PROPOSED  
PUBLIC SCULPTURE LOCATION

Chuck DePrima  
Acting Director



**CITY OF MANCHESTER**  
*Parks Recreation and Cemetery Department*

March 2, 2009

Board Of Mayor And Alderman  
1 City Hall Plaza  
Manchester, NH 03101

RE: Gulf Of Maine Council Contract For Services

Distinguished Board Members:

Enclosed is a contract between the City Of Manchester and the Association of United States Delegates to the Gulf Of Maine Council. This contract funds the existing dam removal project by an additional \$64,000. I write this letter seeking approval of the indemnification section (#21) of the contract

Please feel free to contact me should you have any further questions.

Regards,

Chuck DePrima, Acting Director

Cc: Thomas Arnold, Deputy Solicitor  
Harry Ntapalis, Risk Manager

14



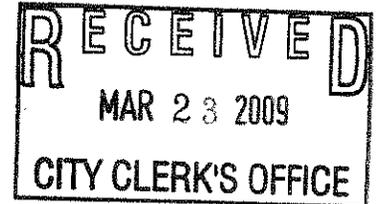
# CITY OF MANCHESTER

## Economic Development Office



March 23, 2009

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

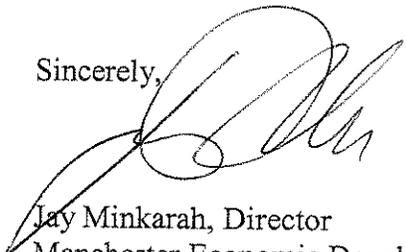


RE: Manchester Transit Center – Memorandum of Understanding

Dear Mayor Guinta and Members of the Board:

Attached is a proposed Memorandum of Understanding (MOU) between the city and the state that is intended to memorialize our tentative agreements regarding the rehabilitation and future operations of the Manchester Transit Center. As you may recall, we have received approval for \$160,000 in federal CMAQ funds for renovations to the existing Transit Center. A match of \$40,000 would be required from the city. Renovation of the facility is a condition of Boston Express' agreement to resume operations of the Transit Center. The MOU is required as a condition of the CMAQ funding approval. I would be pleased to answer any questions or provide additional information as needed. Thank you for your consideration.

Sincerely,

  
Jay Minkarah, Director  
Manchester Economic Development Office

cc: Kevin O'Maley  
Carey Roessel

## Memorandum of Understanding

The City of Manchester (City) and State of New Hampshire Department of Transportation (State) hereby agree as follows:

The City and State support the provision of quality intercity and commuter bus service between downtown Manchester and Boston through operation of a downtown bus terminal and bus service provided by a contractor to the State. It is the mutual intent of the City and State to maintain and operate an improved bus terminal in Manchester and regular bus service to Boston following a convenient and reliable schedule.

The City agrees to:

1. Contract for the improvement and betterment of the downtown bus terminal at Canal Street consistent with the attached scope of work, with funds made available through the Congestion Mitigation and Air Quality (CMAQ) program, with 20% matching funds from the City. The City's obligation will not exceed the available CMAQ and matching funds.
2. Pay the cost of utilities at the Canal Street terminal as well as any taxes and insurance required.
3. Provide a regular presence by police in the vicinity of the terminal and prevent loitering in and around the terminal building.
4. Provide snow removal from adjacent roadways and terminal sidewalks and driveways.

The State agrees to:

1. Provide through its contractor intercity bus service on I-93 between Manchester and Boston including at least eight round trips per day, with at least three round trips during peak commuting hours.
2. Provide through its contractor operation of the bus terminal, including ticket sales, during normal business hours, following the approval of this memorandum by both parties. Operation will include routine maintenance and upkeep and minor repairs to the facility.
3. Facilitate the availability of CMAQ funds to the City through the Manchester Transit Authority.

It is the intent of the City and State to maintain operation of the bus terminal and the expanded service until at least November 16, 2012 provided that the agreed-upon

improvements are made, with the understanding that if ridership levels do not support the expanded level of service the schedule may be changed with the approval of the State after consultation with the City. The City and State agree to work together to resolve any issues that may arise with the bus service or terminal in the interest of providing quality intercity and commuter bus service to the residents of Manchester. This agreement represents the entire commitment from the City and state toward the operation of the facility.

Signed:

Signed:

\_\_\_\_\_  
Mayor, City of Manchester

\_\_\_\_\_  
Commissioner, Dept. of Transportation

date: \_\_\_\_\_

date: \_\_\_\_\_

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

## Scope of Work

The improvements proposed for the Manchester Transit Center are intended to increase ridership by providing for improved public safety and enhanced passenger comfort and convenience in a manner similar to that of other transit facilities developed at I-93 Exits 2, 4 and 5, consistent with the overall character of downtown Manchester within available funding constraints. Proposed improvements are outlined below.

### **Exterior**

Exterior Seating	Provide new vandal resistant seating.
Exterior Lighting	Install new energy efficient recessed soffit and building mounted fixtures.
Exterior Wall Cladding	Refasten and paint existing panels or replace with metal panels.
Exterior Canopy/Brise Soleil	Clean and paint.
Masonry Base	Patch with identical/similar masonry.
Storefront/Entrances	Clean and adjust/repair damaged hardware.
Landscaping	Provide new plantings at Canal & Granite Streets.

### **Interior**

Ceilings	Install new suspended grid and tile system.
Lighting	Install all new energy efficient lighting fixtures.
Walls	Clean, patch and paint. Add anti-graffiti coating to all public spaces if funds allow.
Ticket Counter	Reclad with plastic laminate or composite panels.
Floors	Shot blast and recoat all hard painted floors with liquid applied floor coating.
Toilet Rooms	Install all new fixtures, counters, accessories and drinking fountains. Install new cubicles.

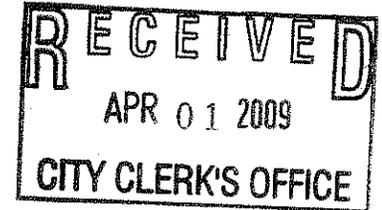
**MANCHESTER**  
**TRANSIT AUTHORITY**  
110 ELM STREET, MANCHESTER, NH 03101-2799  
TELEPHONE (603) 623-8801  
FAX (603) 626-4512



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

CAREY ROESSEL  
EXECUTIVE DIRECTOR

March 31, 2009



Mr. William Sanders  
Finance Director  
Once City Hall  
Manchester, NH 03102

Dear Mr. Sanders:

At our meeting on Dec. 11, 2008 I stated to you that the MTA expected to be at its lowest level of liquidity in the Spring of 2009. This letter is to state that the prediction made on that day has come to fruition and that the MTA is currently in need of an infusion of cash to meet its obligations. We are requesting that the City continue its payment of \$90,000.00 for the month of April, 2009.

The reason for this request is the fact that our federal allocation has been delayed because of the change in Administration in Washington and the focus on the passage of the American Recovery and Reinvestment Act (ARRA). During last year's budget meetings the receipt of our federal allocation was repeatedly identified by the MTA as a critical factor in our ability to operate within the level of funding provided by the City for our transit operation.

The City's response was to suggest that we return to the BMA for temporary assistance if our finances became problematic. This has now come to pass.

The transit system requires an infusion of much-needed operating funds until our federal allocation is made available to us, which we are hopeful - but not certain - will occur in May. We note that if the federal funds are not received in May as anticipated we will require further operating assistance. We are fully aware of the funding constraints faced by the City and will keep you apprised of developments as they occur.

To demonstrate our dire situation, as of today the general cash account shows a balance of \$150,000 – before this week's accounts payable check run and after making payroll. Each week's payroll cash requirement is approximately \$65,000 and we are due to make a payment of another \$65,000 for health insurance this week. Also, the next payment from the School District i.e., our next infusion of cash, will not arrive until the end of April. Therefore, without the continued support from the City, the MTA's ability to meet its weekly payroll commitment remains in grave jeopardy.

Your consideration of this request and is appreciated and we look forward to continue working with the BMA into the next fiscal year.

Yours truly,



Carey Roessel  
Executive Director

# City of Manchester New Hampshire

*In the year Two Thousand and Nine*

## A RESOLUTION

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Four Thousand Dollars (\$4,000) for the FY 2009 CIP 612609 DRED Marketing Grant.”

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 \$4,000 from the State of New Hampshire Department of Resources and Economic Development to support the out-of-state marketing efforts of the Manchester Economic Development Office;

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

**By adding:**

FY 2009 CIP 612609 – DRED Marketing Grant - \$4,000 State

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

# City of Manchester New Hampshire

*In the year Two Thousand and Nine*

## A RESOLUTION

"Amending the FY 2008 and 2009 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eight Million Dollars (\$8,000,000) for various FY 2008 and 2009 CIP EPD Projects."

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 2008 and 2009 CIP as contained in the 2008 and 2009 CIP budgets; and

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

WHEREAS, the Board of Mayor and Aldermen desires to approve the funds necessary to complete several design and construction projects funded with EPD users fee;

NOW, THEREFORE, be it resolved that the 2008 and 2009 CIP be amended as follows:

**By increasing:**

A) CIP 712209-Cohas Brook Phase III Contract 1-\$2,000,000 EPD  
From \$5,000,000 EPD to \$7,000,000 EPD

B) CIP 711008-Design & Construction of Incinerator Upgrade at WWTF-\$2,500,000 EPD  
From \$3,500,000 EPD to \$6,000,000 EPD

C) CIP 711108-Design of Aeration Upgrade at WWTF-\$250,000 EPD  
From \$750,000 EPD to \$1,000,000 EPD

D) CIP 711208-Design of Grit Chamber Upgrade at WWTF-\$3,250,000 EPD  
From \$750,000 EPD to \$4,000,000 EPD

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

# City of Manchester New Hampshire

*In the year Two Thousand and Nine*

## A RESOLUTION

"Amending the FY 2007 and 2008 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eight Hundred Thirty Thousand One Hundred Eighty Seven Dollars and Seventy Four Cents (\$830,187.74) for the FY 2008 CIP 710908 Construction Cohas Brook Phase II-Contract 3."

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 and 2008 CIP as contained in the 2007 and 2008 CIP budgets; and

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

WHEREAS, the Board of Mayor and Aldermen desires to approve funds as required to complete the Contract #3 of the Cohas Brook Project Phase 2 estimated to cost \$830,187.74;

WHEREAS, funds in the amount of \$590,187.74 are available from Contract #1 of the Cohas Brook Contract Project Phase 2; and

WHEREAS, additional funds in the amount of \$240,000 are available from EPD user fees;

NOW, THEREFORE, be it resolved that the 2007 and 2008 CIP be amended as follows:

**By decreasing:**

FY 2007 CIP 712307 – Construction Cohas Brook Phase II, Contract 1-\$590,187.74  
From \$1,250,000 Enterprise to \$659,812.26 Enterprise

**By amending & increasing:**

FY 2008 CIP 710908 – Construction Cohas Brook Phase II, Contract 3-\$830,187.74  
From \$960,000 Enterprise and \$240,000 State to \$1,790,187.74 Enterprise

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

# City of Manchester New Hampshire

*In the year Two Thousand and Nine*

## A RESOLUTION

"Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of One Million Six Hundred Sixty Six Thousand Dollars (\$1,666,000) for the FY 2007 CIP 713107 Granite Street Reconstruction-Phase 3 Project."

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

WHEREAS, the Board of Mayor and Aldermen has approved the 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 Improvement funds in the amount of \$1,666,000 for reimbursement of eligible costs from the Granite Street project;

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

**By increasing:**

FY 2007 CIP 713107 - Granite Street Reconstruction-Phase 3 Project - \$1,666,000 State  
From \$5,300,000 to \$6,966,000 (\$5,300,000 Bond and \$1,666,000 State)

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

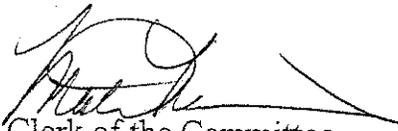
*Other Business for  
September 16<sup>th</sup> / 08 mtg.*

**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.

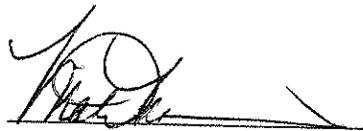
*(Unanimous vote)*

Respectfully submitted,

  
Clerk of the Committee  
*Deputy*

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