

AGENDA

BOARD OF MAYOR AND ALDERMEN

March 15, 2011
Mayor and all Aldermen

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

1. Mayor Gatsas calls the meeting to order.
2. The Clerk calls the roll.
3. Presentation of the Board of School Committee's proposed FY2012 budget.
(Note: A copy of the proposed budget has been sent to the Board under separate cover.)
4. Presentation of the Manchester Transit Authority's proposed FY2012 budget.
5. Presentation on the Hackett Hill fire station contract.

CONSENT AGENDA (ITEMS 6-30)

6. Mayor Gatsas 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

7. Minutes of meetings held on January 4, 2011 (two meetings), January 25, 2011 (two meetings) and January 27, 2011 (one meeting).

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

8. Sidewalk Petition:

69 Harrison Street

Information to be Received and Filed

9. Approved minutes from the MTA Commission meeting held January 25, 2011, January 2011 Financial Report, and January 2011 Ridership Report submitted by Michael Whitten, Executive Director MTA.
10. Communication from Bryan Christiansen, Comcast, regarding price adjustments.
11. Communication from Bryan Christiansen, Comcast, regarding relocation of the customer service center.

Accept and Remand funds for the purpose intended

12. Accept funds in the amount of \$2,500 from the Community Health Institute to be remanded to the City's general fund.

REFERRAL TO COMMITTEE

COMMITTEE ON FINANCE

13. Resolutions:

“Amending the FY 2011 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Six Thousand Four Hundred Ninety One Dollars (\$106,491) for the FY 2011 CIP 210211 Homeless Healthcare Program.” [Health- new funds]

“Amending the FY 2011 Community Improvement Program, authorizing and appropriating funds in the amount of Fifteen Thousand Dollars (\$15,000) for the FY 2011 CIP 412411 Hazardous Materials Emergency Preparedness.” [Fire- new funds]

REPORTS OF COMMITTEES

COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

- 14.** Recommending that the Peter Capano, Chief of Parks, Recreation & Cemetery, be authorized to enter into a 3-year contract, with Michael Ryan, PGA Golf Professional at Derryfield Country Club, subject to the review and approval of the City Solicitor.

The Committee further recommends that the contract allow for two, 3-year renewal options and that a provision be placed in the contract that does not allow the contract to be assigned to a designee without the City's consent.

(Unanimous vote)

COMMITTEE ON COMMUNITY IMPROVEMENT

- 15.** Advising that the communication from the MTA Executive Director regarding projects for consideration in the Ten-Year Transportation Improvement Plan has been accepted.
(Unanimous vote with the exception of Alderman Ludwig who was absent)
- 16.** Advising that the communication from the Public Works Director regarding Highway Department projects on the current Ten-Year Plan has been accepted.
(Unanimous vote with the exception of Alderman Ludwig who was absent)
- 17.** Recommending that CIP project 612311 World's Championship Chili Cook-Off be extended to June 30, 2011.
(Unanimous vote with the exception of Alderman Ludwig who was absent)

- 18.** Recommending that a request from the Health Department to accept funds in the amount of \$106,491 from the United States Department of Health and Human Services to be used to provide health services to the homeless be approved.
(Unanimous vote with the exception of Alderman Ludwig who was absent)
- 19.** Recommending that a request from the Fire Department to accept grant funds in the amount of \$12,000 for Hazardous Materials Emergency Preparedness be approved.
(Unanimous vote with the exception of Alderman Ludwig who was absent)
- 20.** Recommending that grant funds in the amount of \$975,000 through the Congestion Mitigation and Air Quality (CMAQ) Program for the Campbell Street Improvements Project be accepted.
(Unanimous vote with the exception of Alderman Ludwig who was absent)
- 21.** Recommending that grant funds in the amount of \$485,000 through the Congestion Mitigation and Air Quality (CMAQ) Program for Phase II of the South Manchester Rail Trail be accepted.
(Unanimous vote with the exception of Alderman Ludwig who was absent)
- 22.** Recommending that the Parks, Recreation & Cemetery Division be authorized to send a Letter of Interest to the City of Dover indicating intent to submit an offer on the used pedestrian bridge.
(Unanimous vote with the exception of Alderman Ludwig who was absent)
- 23.** Recommending that the proposal from Milton CAT of Hopkinton, NH for the lease purchase of a loader backhoe be accepted.
(Unanimous vote with the exception of Alderman Ludwig who was absent)
- 24.** Recommending that the Municipal Energy Reduction Fund loan in the amount of \$400,000 be accepted.

The Committee further recommends that CIP staff report to the Board of Mayor and Aldermen at the March 15, 2011 meeting with a recommendation of a funding source for repayment of the debt service.
(Unanimous vote with the exception of Alderman Ludwig who was absent)

COMMITTEE ON PUBLIC SAFETY, HEALTH AND TRAFFIC

25. Recommending that the following regulations governing standing, stopping, parking and operation of vehicles, be adopted pursuant to Chapter 70 of the Code of Ordinances of the City of Manchester and put into effect when duly advertised and the districts affected thereby duly posted as required by the provisions of that Chapter and Chapter 335 of the Sessions Laws of 1951.

Section 70.36 Stopping, Standing, or Parking Prohibited

RESCIND RESIDENT PARKING ONLY DURING SCHOOL HOURS – EMERGENCY ORDINANCE:

On Maple Street, east side, from Bridge Street to a point 120 feet south
(Ord. 9989)

Alderman Roy

RESIDENT PARKING ONLY DURING SCHOOL HOURS – EMERGENCY ORDINANCE:

On Maple Street, east side, from a point 30 feet south of Bridge Street to a point 46 feet south

Alderman Roy

TWO HOUR PARKING MONDAY-FRIDAY – 8:00 AM-5:00 PM EMERGENCY ORDINANCE:

On Maple Street, east side, from a point 76 feet south of Bridge Street to a point 44 feet south

Alderman Roy

TRAFFIC SIGNALS - UNION STREET AND WEBSTER STREET:

On Webster Street, install protected/permissive (green left arrow) signals – eastbound and westbound

Alderman Craig

Alderman Long

Alderman Ludwig

STOP SIGN:

On Smyth Road (Extension to Holmes Drive) at Smyth Road – NWC

Alderman Craig

NO PARKING ANYTIME:

On Cypress Street, east side, from Auburn Street to a point 50 feet south

Alderman Osborne

RESCIND NO PARKING TOW ZONE (ANYTIME):

Amherst Street, both sides, from Ash Street to Beech Street

ORD 8643

Alderman Roy

NO PARKING TOW ZONE MONDAY-FRIDAY – 6:00 AM-4:00 PM:

Amherst Street, both sides, from Ash Street to Beech Street

Alderman Roy

RESCIND NO PARKING ANYTIME:

On Trolley Street, east side from a point 195 feet north of Hickory Street to a point 400 feet northerly (Ord. 9609)

Alderman DeVries

(Unanimous vote)

26. Advising that the communication from Alderman Greazzo regarding policies and procedures related to snow emergencies has been received and filed.
(Unanimous vote)
27. Advising that the communication from Alderman Arnold related to animal cruelty ordinances has been received and filed.
(Unanimous vote)
28. Recommending that the request from Millennium Running for free parking to race registrants in the Victory Garage on Friday, March 25, 2011 from 3:00 p.m. to 10:00 p.m. be approved.
(Unanimous vote)
29. Recommending that the request from MCCI for an extension of discounted commercial parking on Elm Street be approved.
(Unanimous vote)
30. Advising that the communication from McLane Law Firm requesting a directional sign be placed in the City right-of-way on South Willow Street has been received and filed.
(Unanimous vote)

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

REGULAR BUSINESS

31. Nomination(s) to be presented by Mayor Gatsas, if available.
32. FY2011 budget projections submitted by William Sanders, Finance Officer, if available.

Ladies and Gentlemen, what is your pleasure?

33. Report of the Committee on Community Improvement recommending that grant funds in the amount of \$125,000 from the NH Department of Environmental Services - Dam Bureau for Dorr's Pond Dam improvements be accepted.

The Committee further notes that a Memorandum of Agreement will be brought forward by the Parks, Recreation & Cemetery Division at the March 15, 2011, Board of Mayor and Aldermen meeting for acceptance.
(Unanimous vote with the exception of Alderman Ludwig who was absent)
(Note: The Memorandum of Agreement is attached. If the board so desires two motions would be in order: one to accept the report of the Committee and one to accept the Memorandum of Agreement.)

Ladies and Gentlemen, what is your pleasure?

34. Communication from Pat Harte, Tax Collector, regarding acceptance of a bid for property on Gabrielle Street known as Map 925, Lot 38A.
(Note: An ordinance authorizing disposition of said property has been prepared by the Solicitor and attached for consideration. If it is the desire of the Board to accept the bid, two motions would need to be taken: one to accept the bid and one to suspend the rules and ordain the related ordinance. If the Board does not wish to suspend the rules, this ordinance will be referred to the Committee on Bills on Second Reading for technical review.)

Ladies and Gentlemen, what is your pleasure?

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

36. Mayor Gatsas calls the meeting back to order.
37. Report(s) of the Committee on Finance, if available.
Ladies and Gentlemen, what is your pleasure?
38. Report(s) of the Committee on Administration/Information Systems, if available.
Ladies and Gentlemen, what is your pleasure?
39. Report(s) of the Special Committee on the Manchester Municipal Complex, if available.
Ladies and Gentlemen, what is your pleasure?
40. Resolutions: **(A motion is in order to read by titles only.)**

“Amending the FY 2011 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Six Thousand Four Hundred Ninety One Dollars (\$106,491) for the FY 2011 CIP 210211 Homeless Healthcare Program.” [Health- new funds]

“Amending the FY 2011 Community Improvement Program, authorizing and appropriating funds in the amount of Fifteen Thousand Dollars (\$15,000) for the FY 2011 CIP 412411 Hazardous Materials Emergency Preparedness.” [Fire- new funds]

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

NEW BUSINESS

41. A. Communications
B. Aldermen

TABLED ITEMS

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

42. Petition for discontinuance of a portion of Hayward Street.
(Note: Tabled 10/5/10; pending project completion)

- 43.** Petition for discontinuance of a portion of Lincoln Street.
(Note: Tabled 10/5/10; pending project completion)

ADJOURNMENT

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



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED
MAR 07 2011
CITY CLERK'S OFFICE

I/we, Norman Levesque *MANAGER FOR 69 HARRISON STREET, LLC*
Name(s)

owner(s) of the real estate abutting upon 69 Harrison Street
Street Address
Manchester, NH 03104

Description (including footage):
Install approximately 45' of vertical granite curbing
along property frontage and drop-down curbing to access
parking space from 69 Harrison 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: 69 HARRISON STREET, LLC *Norman Levesque Manager*
Owner

PO BOX 663 MERRIMACK NH 03054
Mailing Address

Phone #: 603-426-4617 Date: 2-28-11

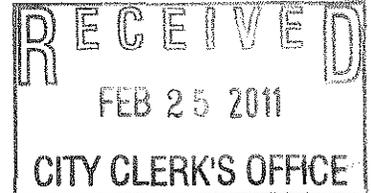
**MANCHESTER
TRANSIT AUTHORITY**
110 ELM STREET, MANCHESTER, NH 03101-2799
TELEPHONE (603) 623-8801
FAX (603) 626-4512



JOHN H. TRISCIANI, CHAIR
PETER ESCALERA, VICE CHAIR
CAROL WILLIAMS
DANIEL H. BERGERON
EDWARD W. STEWART, JR.

MICHAEL WHITTEN
EXECUTIVE DIRECTOR

February 23, 2011



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

Dear Matthew,

The MTA Commissioners held a monthly Commission Meeting on Tuesday, February 22, 2011. Enclosed are the approved Minutes of the January 25, 2011 Commission Meeting, January 2011 Financial Report, and January 2011 Ridership Report.

The next scheduled regular Commission Meeting will be Tuesday, March 29, 2011 at 5:00 PM.

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'Michael Whitten'.

Michael Whitten
Executive Director

Enclosures



AMENDED

Manchester Transit Authority

January 25, 2011 Commission Meeting

MEMBERS PRESENT:

Chairman John H. Trisciani
Vice Chairman Peter Escalera
Commissioner Carol Williams
Commissioner Daniel Bergeron

PERSONNEL PRESENT:

Michael Whitten, Executive Director
Jaimee Bellissimo, Asst. Executive Director
William J. Cantwell, Supt. of Administration
Karen Holden, Operations Planning Manager
Paul Beauregard, Shop Manager

MEMBER ABSENT:

Board Advisor Joseph Deselle

OTHERS PRESENT:

Edward W. Stewart, Jr. Nominated Board Member

1. a. Chairman TRISCIANI called the meeting to order at 5:05 PM.
- b. TRISCIANI suspended the regular order of business to introduce Edward W. Stewart, Jr. who will be appointed Commissioner at the Board of Mayor and Aldermen Meeting being held this evening. All Commissioners and staff welcomed STEWART to the Board.
- c. Minutes of December 2010 Meeting. WILLIAMS made a motion to approve the December 21, 2010 Commission Meeting and January 11, 2011 Special Meeting minutes as presented. Seconded by BERGERON. All Commissioners in favor.

MANAGEMENT REPORTS

2. a. **Financial Report for December 2010.** WILLIAMS made a motion to approve the December 2010 Financial Report. Seconded by ESCALERA.

Transit Operation: CANTWELL reported transit revenues were \$136,815 (36.13%) less than budget due to the City's full payment of MTA subsidy in November. Farebox, tickets, and shuttle revenues were \$2,136 (4.53%) less than budget. All forms of fare media were strong but did not exceed the budget. Transit expenses were \$9,329 (2.40%) more than budget. He reported that driver labor was close to budget this month. The entire month approximated the budget with most of the variances resulting in timing differences of how the holidays were paid (Christmas and New Years') and final payment to our outside auditors.

School Operation: CANTWELL reported school revenues were \$11,296 (5.46%) more than budget. School charters were \$2,272 ahead of budget for the month and ahead \$14,213 for the year. School expenses were \$8,301 (3.61%) less than budget. Since year-to-date expenditures are less than budget, we have generated surplus for capital replacement.

ESCALERA asked about the City's subsidy payments. CANTWELL explained the City has been making accelerated payments and last month made the final payment of our FY 2011 subsidy. WHITTEN explained for 5 months we have been ahead of the budget because of the accelerated payments and for the remainder of this fiscal year (7 months) we will be below budget. A better revenue figure to monitor for the rest of the year will be farebox, tickets, and shuttle revenues. The check register and accounts receivable were reviewed. WHITTEN reported Manchester Community College has made their \$5,000 payment for the 2010/2011 U-pass program. WILLIAMS asked about Stop &

Shop not paying their shopping shuttle invoices for almost a year. WHITTEN explained there are 2 accounts receivables; Stop & Shop thru May 2010 and Ahold Financial Services (new owners of Stop & Shop) beginning June 2010. CANTWELL has made contact with the corporate office and has complied with their requests of having the store manager sign off on the trip sheet (passenger counts and mileage) to be submitted with the invoices. We have done everything the new owners have asked and are at a point that either they pay their invoices or we will start looking for another store to go to with our shopper shuttle.

WILLIAMS said this conversation has been going on for some time and asked how long we are going to let this go. WHITTEN said the alternative is pursuing through small claims court and sending the bus to another location.

All Commissioners in favor of approving December 2010 Financial Report.

b. **Operations Reports for December 2010:**

Ridership Statistics. BELLISSIMO reported transit ridership is less than last month but up from December last year. We transported 38,858 transit passengers and 1,216 StepSaver passengers. Downtown Circulator ridership is still good and Nashua Express ridership is increasing. BELLISSIMO explained Route 11 Front Street ridership has increased even though it is only travelling every other hour.

WHITTEN explained prior to the November 1st changes we were doing peak service on the #11 (early morning, nothing midday, and 5 hours in the afternoon.)

We have now made this route more attractive to students by changing to every other hour service and travelling as far as Wal-Mart. BELLISSIMO reported Saturday ridership is down from last month because there was one less Saturday.

Transit Operating Statistics. BELLISSIMO reported we travelled 41,768 miles in transit and 7,751 miles in demand-response. There were 2 minor collisions, 5 complaints, 2 on the job injuries with no lost time, and no missed trips.

WHITTEN said a contributing factor to overtime being 4.17% is that we were able to use personnel from our “spare list” operation because a senior operator, who contractually is the first to be offered overtime and is always willing to work, was on vacation for the entire month of December. Overtime was down because she usually works between 20 to 25 overtime hours in a week, and our spares worked straight time because she was out. WHITTEN stated many of the younger drivers choose not to be on the rotation list for overtime.

BELLISSIMO reported on the complaints.

School Operating Report. HOLDEN reported we started the month with 75 drivers, 1 left for full-time employment, and 4 were licensed ending the month with 78 school bus operators and 1 operator out on medical leave. This will conclude training until March due to sufficient driver volume. HOLDEN apologized for not being able to obtain data on passenger boardings. She reported during the month there were 96 charters, 1 complaint, 4 vehicle collisions (3 preventable), no passenger accidents, and 1 on the job injury with no lost time.

Maintenance Report for October 2010. BEAUREGARD reported there were 2 transit road calls and no buses towed. Seventeen transit bus inspections were scheduled and 18 completed. There were 4 school bus road calls and no buses towed. Twenty-one school bus inspections were scheduled and 24 completed. They did 4 outside repair work orders. BERGERON asked how the buses ran with the cold weather and 90 minute delays. WHITTEN stated there were

problems on Monday because it was so cold and the buses had not moved since Thursday so some buses did run late, but their number one concern was that all the elementary school students were picked up on time and not standing in the cold and that was achieved.

NEW BUSINESS

3. a. **Regional Expansion.**

Hooksett: WHITTEN reported for several months he has been working with Jo Ann Duffey, Planning Manager for the Town of Hooksett, to start a shopping shuttle in Hooksett this spring. Since we want the town of Hooksett to realize the full benefit of the service, it needs to stay within their town and not travel into Manchester. This will be open to Hooksett residents and going to Hooksett businesses. He has received positive comments on HOLDEN's presentation at a Hooksettite Meeting on January 14th. She passed out a survey wanting to know if they will be riding the bus, and if so where do they want to go. He explained the store that they would be bringing the residents to would be for the Local share so it doesn't cost the City of Manchester, MTA, or the town of Hooksett any money. We would be open to the public and would stop at several senior centers/living communities. Once the surveys are collected in February, we can put together better details. Although there is transportation in Hooksett for medical purposes and getting to and from work, there isn't anything designed for grocery shopping.

Raymond: WHITTEN said they have begun conversation with the Town of Raymond to start a shopper shuttle service that could begin in the fall. David Preece from SNHPC and Chris Rose, Town Manager of Raymond, have been involved in this project.

Durham: WHITTEN had a meeting with UNH-Durham, Wild Cat Transit (carrier for UNH campus), and representatives from Congressman Guinta's office about putting together a plan using MTA vehicles to connect all three of UNH's major campuses (Manchester, Durham, and UNH School of Law formerly Franklin Pierce Law School in Concord). The end product would be all UNH students would be able to ride between any of the 3 campuses. A U-pass program similar to the one between MTA and UNH-Manchester is also being discussed. UNH is tentatively planning to fund the full share for local match and we would use capital that already exists so we can start this work in September.

On a State-wide coordination level; Concord Area Transit, Manchester, Nashua Transit System, COAST, Wildcat Transit, and the UNH campus in Durham would all be connected through public transit. Exeter (east/west connection) is likely to have bus service too which is something we may incorporate into the Durham/Manchester trip; Amtrak runs right from the UNH Durham campus, and we would even connect to the DownEaster. The connecting thread with all these systems would be the MTA. ESCALERA expressed his satisfaction with WHITTEN's innovation.

ESCALERA asked if we would be going to the Elliot at Rivers Edge when it opens. WHITTEN replied we are planning on going to the Elliot and Market Basket when both facilities open. WILLIAMS asked if Market Basket would be part of the shopper shuttle. WHITTEN replied it would be serviced by the fixed route system but if Ahold doesn't pay for the Stop & Shop shuttle, we would then approach Market Basket and drop Stop & Shop. ESCALERA talked about STS laying off drivers and curtailing service to Elliot Hospital clients and asked if we

would be reaching out to STS clients. WHITTEN explained we have reached out to their staff and made them aware of our StepSaver program and travel training, but we can't approve many of them for StepSaver because they were taking folks who were primarily low income patients, not disabled, who couldn't afford to get there by other means. Those individuals will be able to ride our existing #1 Healthcare Shuttle to get to the Elliot Hospital on One Elliot Way.

- b. **New Dispatcher.** WHITTEN explained our full-time school dispatcher has involuntarily left the MTA and part-time school bus operator/trainer Cheryl Worsman has taken over that position. Mrs. Worsman formerly served as the spare dispatcher, performed very well, and has been embraced by the drivers.

- c. **Nominations for Chair and Vice Chair.**

Chairman: ESCALERA nominated TRISCIANI to serve as Chair. With no further nominations, a roll call was taken: TRISCIANI, ESCALERA, WILLIAMS, and BERGERON voted yea. TRISCIANI will continue to serve as Chairman in 2011.

Vice Chairman: TRISCIANI nominated ESCALERA to serve as Vice Chair. With no further nominations, a roll call was taken. TRISCIANI, ESCALERA, WILLIAMS, and BERGERON voted yea. ESCALERA will continue to serve as Vice Chairman in 2011.

BERGERON expressed his appreciation for the time that TRISCIANI dedicates serving as Chairman.

OLD BUSINESS

- 4. a. No Old Business to Report this month.

OTHER BUSINESS

5. a. **First Transit Contract.** TRISCIANI stated he and ESCALERA met with Mayor Gatsas to explain the changes that were voted upon by the Board at the January 11th, 2011 Special Meeting. Their vote is saving the MTA \$55,290 for the remaining 2 years of the 5 year contract. TRISCIANI explained that the Mayor had requested TRISCIANI negotiate another \$5,000 less for the first year and \$10,000 for the second year. The negotiations with First Transit were already complete and approved by the Board January 11th, 2011.
- b. **Date for Next Meeting.** Tuesday, February 22, 2011.

With no further business to come before the Board, ESCALERA made a motion to adjourn the meeting at 6:15 PM. Seconded by WILLIAMS. All Commissioners in favor.



Transit

January 2011

Manchester Transit Authority
Income Statement Transit
For the Seven Months Ending January 31, 2011

	Current	Budget	YTD	YTD Budget	YTD Net Change
Farebox Revenue					
Farebox Revenue	\$19,451.63	\$25,750.00	\$186,569.13	\$183,340.00	\$3,229.13
Adult Fares	8,340.00	5,000.00	47,931.00	35,000.00	12,931.00
Adult Monthly Fares	3,640.00	8,000.00	37,565.00	56,000.00	(18,435.00)
Senior Citizens Fares	1,583.00	1,500.00	10,127.00	10,500.00	(373.00)
Senior Citizen Monthly Fare	1,825.00	1,500.00	13,650.00	10,500.00	3,150.00
Disabled Rider Fare	3,657.80	3,000.00	25,877.63	21,000.00	4,877.63
Student Fares	395.00	500.00	8,178.00	8,500.00	(322.00)
Total Farebox and Tickets	38,892.43	45,250.00	329,897.76	324,840.00	5,057.76
Shuttle and Excursions					
Shopping Shuttle	975.00	900.00	6,825.00	6,300.00	525.00
Excursion Revenue			3,898.00		3,898.00
Total Shuttle and Excursions	975.00	900.00	10,723.00	6,300.00	4,423.00
Other Revenue					
Sale of Fuel to City Departments	38,247.72	38,250.00	236,446.57	267,750.00	(31,303.43)
Sale of Maintenance Service to City	398.97	1,500.00	6,772.03	14,900.00	(8,127.97)
Advertising Revenue-Bus	6,828.25	6,000.00	29,876.86	42,000.00	(12,123.14)
Sale of Vehicles and Equipment			5,808.00		5,808.00
Sale of Scrap Materials			1,516.90		1,516.90
Insurance Repair Reimbursement			3,572.89		3,572.89
Interest Income	119.76	75.00	651.73	525.00	126.73
Photo Picture ID Revenue	12.00	10.00	84.00	70.00	14.00
Other Non-Tranp. Revenue	4.10	25.00	19.45	175.00	(155.55)
Total Other Revenue	45,610.80	45,860.00	284,748.43	325,420.00	(40,671.57)
Total Operational Income	85,478.23	92,010.00	625,369.19	656,560.00	(31,190.81)
Operating Assistance					
City of Manchester			897,500.00	886,367.00	11,133.00
State of New Hampshire			10,801.00	10,800.00	1.00
Federal Operating Subsidy	175,154.00	138,009.00	1,082,841.00	966,063.00	116,778.00
Total Operating Assistance	175,154.00	138,009.00	1,991,142.00	1,863,230.00	127,912.00
Total Revenue	260,632.23	230,019.00	2,616,511.19	2,519,790.00	96,721.19
Expenses					
Labor					
Transit Operator Wages	65,532.07	56,591.00	426,320.01	404,282.00	22,038.01
Transit Operator Overtime Wages	7,169.07	2,730.00	56,222.96	19,480.00	36,742.96
CMAQ Operator Wages	8,557.09	7,643.00	51,329.30	54,229.00	(2,899.70)
CMAQ Operator Overtime Wage	241.47	234.00	4,227.09	1,660.00	2,567.09
StepSaver Operator Wages	16,184.78	16,974.00	107,034.46	120,636.00	(13,601.54)
StepSaver Operator Overtime Wages	1,120.03	683.00	12,042.11	4,872.00	7,170.11
Mechanic Wages	12,881.71	12,705.00	84,617.67	90,145.00	(5,527.33)
Mechanic Overtime Wages	2,646.88		4,445.65		4,445.65
Transp. Admin Wages	14,832.88	10,342.00	96,033.38	73,381.00	22,652.38
Transp. Admin Overtime Wages	54.67		1,394.55		1,394.55
Maint. Admin Wages	4,370.70	3,958.00	30,728.44	28,085.00	2,643.44
General Admin Wages	9,337.62	6,886.00	55,727.94	48,856.00	6,871.94
Gen. Admin Overtime Wages	15.09	29.00	105.62	203.00	(97.38)

Manchester Transit Authority
Income Statement Transit
For the Seven Months Ending January 31, 2011

	Current	Budget	YTD	YTD Budget	YTD Net Change
Total Labor	\$142,944.06	\$118,775.00	\$930,229.18	\$845,829.00	\$84,400.18
Fringe Benefits					
Health Insurance Expense	104,688.20	58,216.00	540,712.98	401,512.00	139,200.98
Dental Insurance Expense	1,747.51	1,639.00	11,037.58	11,473.00	(435.42)
Life Insurance Expense	881.45	843.00	5,838.35	5,901.00	(62.65)
Pension Expense	5,977.98	6,483.00	42,344.56	45,381.00	(3,036.44)
FICA Expense	12,690.21	11,653.00	83,958.02	81,930.00	2,028.02
Worker's Compensation	4,786.00	3,891.00	27,779.80	27,237.00	542.80
Unemployment Compensation	2,153.00	770.00	6,743.00	5,390.00	1,353.00
Transit Operator Vacation Wages	(312.11)	5,223.00	32,109.85	36,561.00	(4,451.15)
Transit Operator Holiday Wages	4,707.29	4,860.00	42,667.86	34,020.00	8,647.86
Transit Operator Sick Wages	3,349.14	2,916.00	20,711.81	20,412.00	299.81
Mechanic Vacation Wages	(673.17)	1,291.00	7,427.67	9,037.00	(1,609.33)
Mechanic Holiday Wages	1,608.44	1,523.00	10,369.36	10,661.00	(291.64)
Mechanic Sick Wages		305.00	102.04	2,135.00	(2,032.96)
Transp. Admin Vacation Wages	(498.45)	999.00	6,652.49	6,993.00	(340.51)
Transp. Admin Holiday Wages	(1,775.53)	1,038.00	5,432.30	7,266.00	(1,833.70)
Transp. Admin Sick Wages	4,862.52	233.00	7,998.25	1,631.00	6,367.25
Maint. Admin Vacation Wages	(585.40)	887.00	5,213.15	6,209.00	(995.85)
Maint. Admin Holiday Wages	(732.00)	497.00	4,763.52	3,479.00	1,284.52
Maint. Admin Sick Wages		106.00		742.00	(742.00)
Gen Admin. Vacation Wages		783.00	5,948.30	5,481.00	467.30
Gen. Admin Holiday Wages	(481.28)	600.00	4,134.13	4,200.00	(65.87)
Gen. Admin Sick Wages	190.56	139.00	466.24	973.00	(506.76)
Transit Uniform Allowance	730.84	734.00	4,586.48	5,138.00	(551.52)
Maintenance Uniform Allowance	306.99	448.00	2,426.13	4,427.00	(2,000.87)
Tool Allowance		55.00	1,160.04	930.00	230.04
License Reimbursement		38.00	114.80	290.00	(175.20)
Burden Adjustment	(14,226.61)	(14,545.00)	(94,034.87)	(101,151.00)	7,116.13
Total Fringe Benefits	129,395.58	91,625.00	786,663.84	638,258.00	148,405.84
Services					
Management Consultant	13,021.90	13,553.00	97,204.45	94,871.00	2,333.45
Commissioner Expense		500.00	500.00	1,000.00	(500.00)
Auditing Expense	4,753.04		10,842.01	7,400.00	3,442.01
Legal Expense	58.15	663.00	416.06	4,665.00	(4,248.94)
Service Bureau	120.00	4,049.00	25,594.97	28,343.00	(2,748.03)
Security Service	90.71	87.00	1,194.40	585.00	609.40
Outside Advertising	76.76	417.00	759.59	2,919.00	(2,159.41)
Driver and Criminal Record			7.50		7.50
Drug & Alcohol Testing		125.00	636.30	875.00	(238.70)
Pre-Employment Medical		125.00	1,229.40	875.00	354.40
Janitorial Service and Supplies	1,033.82	663.00	5,598.10	4,665.00	933.10
Bank Service Charges	679.49	587.00	3,849.46	4,085.00	(235.54)
Marketing Expense			41.53		41.53
Total Services	19,833.87	20,769.00	147,873.77	150,283.00	(2,409.23)
Materials and Supplies					
Fuel Operations	26,627.63	22,498.00	169,666.17	159,770.00	9,896.17
Sale of Fuel to City Departments	34,782.19	37,500.00	225,863.67	262,500.00	(36,636.33)
Maintenance Parts	1,849.66	7,264.00	32,750.70	51,587.00	(18,836.30)
Purchase Discounts	(149.05)	(250.00)	(338.93)	(1,750.00)	1,411.07
Tires Expense	776.00	1,230.00	14,878.51	8,741.00	6,137.51

Manchester Transit Authority
Income Statement Transit
For the Seven Months Ending January 31, 2011

	Current	Budget	YTD	YTD Budget	YTD Net Change
Oil and Grease	\$615.25	\$551.00	\$4,189.01	\$3,915.00	\$274.01
Maintenance Supplies	1,285.84	862.00	5,002.42	6,040.00	(1,037.58)
Body Shop Supplies	243.53	463.00	4,419.34	3,265.00	1,154.34
Hazardous Materials		43.00		325.00	(325.00)
Outside Parts and Labor	50.00	87.00	350.00	585.00	(235.00)
Repairs-Building and Grounds	790.82	1,100.00	4,968.80	7,700.00	(2,731.20)
Repairs-Shop Equipment	14.98	210.00	1,809.66	1,470.00	339.66
Repairs-Radio Equipment		146.00		1,022.00	(1,022.00)
Repairs-Office Equipment	265.80	297.00	2,581.36	2,085.00	496.36
Office Supplies	1,925.96	682.00	6,075.79	4,810.00	1,265.79
Transit Schedules and Tickets	3,812.40	837.00	11,601.69	5,835.00	5,766.69
Total Materials and Supplies	72,891.01	73,520.00	483,818.19	517,900.00	(34,081.81)
Utilities					
Electricity	2,928.80	2,162.00	15,124.62	15,158.00	(33.38)
Natural Gas	812.06	2,062.00	1,569.46	14,437.00	(12,867.54)
Telephone	745.89	1,263.00	7,586.76	8,838.00	(1,251.24)
Water	161.73	187.00	1,141.31	1,345.00	(203.69)
Total Utilities	4,648.48	5,674.00	25,422.15	39,778.00	(14,355.85)
Insurance					
Public Liability Insurance	9,843.00	11,156.00	66,220.82	78,092.00	(11,871.18)
Other Liability	901.00	996.00	6,305.25	6,942.00	(636.75)
Total Insurance	10,744.00	12,152.00	72,526.07	85,034.00	(12,507.93)
Other Expenses					
Dues and Memberships	84.00	125.00	1,281.50	875.00	406.50
Training and Meetings		250.00	151.05	1,750.00	(1,598.95)
Grievance Expense		75.00	500.00	525.00	(25.00)
Depreciation	68,750.00	55,000.00	481,250.00	385,000.00	96,250.00
Total Other Expenses	68,834.00	55,450.00	483,182.55	388,150.00	95,032.55
Total Expenses	449,291.00	377,965.00	2,929,715.75	2,665,232.00	264,483.75
Net Income (Loss)	(188,658.77)	(147,946.00)	(313,204.56)	(145,442.00)	(167,762.56)



School

January 2011

**Manchester Transit Authority
Income Statement School
For the Seven Months Ending January 31, 2011**

	<u>Current</u>	<u>Budget</u>	<u>YTD</u>	<u>YTD Budget</u>	<u>YTD Net Change</u>
Student Transportation					
Pupil Contract	\$185,487.62	\$180,820.00	\$1,318,896.63	\$1,265,740.00	\$53,156.63
Manchester Skill Center	19,242.00	16,035.00	134,694.00	112,245.00	22,449.00
Total Student Transportation	204,729.62	196,855.00	1,453,590.63	1,377,985.00	75,605.63
School Charter					
Student Athletics	20,216.25	15,500.00	69,867.75	59,000.00	10,867.75
Student Fieldtrips	6,749.75	3,000.00	39,810.87	28,000.00	11,810.87
Total School Charters	26,966.00	18,500.00	109,678.62	87,000.00	22,678.62
Other Revenue					
Insurance Repair Reimbursement			247.00		247.00
Interest Income	2.85	100.00	23.50	700.00	(676.50)
Total Other Revenue	2.85	100.00	270.50	700.00	(429.50)
Total Operational Income	231,698.47	215,455.00	1,563,539.75	1,465,685.00	97,854.75
Expenses					
Labor					
School Operator Wages	84,890.63	103,608.00	492,678.00	489,618.00	3,060.00
School Operator Overtime Wages	22.70	2,397.00	3,123.99	11,364.00	(8,240.01)
Transit Operator Wages		533.00	1,590.44	2,396.00	(805.56)
Transit Operator Overtime Wages			1,600.27		1,600.27
Mechanic Wages	13,093.88	10,606.00	81,505.84	75,252.00	6,253.84
Transp. Admin Wages	6,523.75	7,286.00	44,045.71	51,696.00	(7,650.29)
Transp. Admin Overtime Wages	50.10		186.64		186.64
Maint. Admin Wages	4,053.84	3,657.00	22,727.47	25,948.00	(3,220.53)
General Admin Wages	4,014.99	3,515.00	24,398.58	24,940.00	(541.42)
Gen. Admin Overtime Wages		9.00	33.21	63.00	(29.79)
Total Labor	112,649.89	131,611.00	671,890.15	681,277.00	(9,386.85)
Fringe Benefits					
Health Insurance Expense	(453.60)		(302.40)		(302.40)
Dental Insurance Expense	(187.58)		74.43		74.43
FICA Expense	6,038.45	9,711.00	44,087.34	49,133.00	(5,045.66)
Worker's Compensation	3,223.00	4,086.00	18,552.20	19,609.00	(1,056.80)
School Operator Vacation Wages	1,141.01	7,920.00	8,270.80	7,920.00	350.80
School Operator Holiday Wages	2,956.91	5,400.00	19,889.01	25,918.00	(6,028.99)
School Uniform Allowance	30.00	250.00	572.35	1,750.00	(1,177.65)
Maintenance Uniform Allowance			73.50		73.50
Tool Allowance			751.03		751.03
License Reimbursement		208.00	108.30	1,456.00	(1,347.70)
Burden Adjustment	14,226.61	14,545.00	94,034.87	101,151.00	(7,116.13)
Total Fringe Benefits	26,974.80	42,120.00	186,111.43	206,937.00	(20,825.57)
Services					
Management Consultant	13,434.52	13,553.00	91,786.19	94,871.00	(3,084.81)
Commissioner Expense		500.00	500.00	1,000.00	(500.00)
Auditing Expense	3,168.68		7,227.99	11,100.00	(3,872.01)
Legal Expense	38.76	663.00	1,238.37	4,665.00	(3,426.63)

**Manchester Transit Authority
Income Statement School
For the Seven Months Ending January 31, 2011**

	Current	Budget	YTD	YTD Budget	YTD Net Change
Service Bureau	\$80.00	\$793.00	\$8,539.15	\$5,548.00	\$2,991.15
Security Service	60.46	125.00	846.63	875.00	(28.37)
Outside Advertising	51.16	167.00	4,155.56	1,165.00	2,990.56
Driver and Criminal Record	110.50		1,629.50		1,629.50
Drug & Alcohol Testing		500.00	3,057.25	3,500.00	(442.75)
Pre-Employment Medical		417.00	1,762.20	2,919.00	(1,156.80)
Janitorial Service and Supplies	1,033.82	667.00	3,559.42	4,669.00	(1,109.58)
Bank Service Charges		8.00		56.00	(56.00)
Total Services	17,977.90	17,393.00	124,302.26	130,368.00	(6,065.74)
Materials and Supplies					
Fuel Operations	23,351.16	24,937.00	118,383.47	120,357.00	(1,973.53)
Maintenance Parts	17,055.67	8,903.00	46,822.36	42,969.00	3,853.36
Tires Expense	875.00	1,781.00	9,067.85	8,595.00	472.85
Oil and Grease	588.56	594.00	3,419.12	2,869.00	550.12
Maintenance Supplies	938.70	720.00	4,880.70	5,040.00	(159.30)
Body Shop Supplies	499.43	367.00	2,403.70	2,569.00	(165.30)
Hazardous Materials		37.00		259.00	(259.00)
Outside Parts and Labor		83.00		581.00	(581.00)
Repairs-Building and Grounds	596.59	900.00	3,834.69	6,300.00	(2,465.31)
Repairs-Shop Equipment		165.00	1,365.70	1,155.00	210.70
Repairs-Radio Equipment		292.00	870.59	2,044.00	(1,173.41)
Repairs-Office Equipment	177.20	244.00	1,762.98	1,708.00	54.98
Office Supplies	1,601.43	563.00	4,961.33	3,941.00	1,020.33
School Schedules and Tickets	2,541.60	167.00	3,366.80	1,169.00	2,197.80
Total Materials and Supplies	48,225.34	39,753.00	201,139.29	199,556.00	1,583.29
Utilities					
Electricity	1,952.53	1,772.00	10,802.67	12,404.00	(1,601.33)
Natural Gas	541.36	1,688.00	1,078.17	11,816.00	(10,737.83)
Telephone	460.41	488.00	4,817.82	3,416.00	1,401.82
Water	107.82	158.00	832.74	1,106.00	(273.26)
Total Utilities	3,062.12	4,106.00	17,531.40	28,742.00	(11,210.60)
Insurance					
Public Liability Insurance	11,617.00	11,891.00	78,638.82	83,240.00	(4,601.18)
Other Liability	716.00	847.00	5,009.05	5,929.00	(919.95)
Total Insurance	12,333.00	12,738.00	83,647.87	89,169.00	(5,521.13)
Other Expenses					
Dues and Memberships	56.00	167.00	866.00	1,169.00	(303.00)
Tolls and Parking			24.25		24.25
Training and Meetings		250.00	265.01	1,750.00	(1,484.99)
Grievance Expense		75.00		525.00	(525.00)
Depreciation	17,000.00	17,500.00	119,000.00	122,500.00	(3,500.00)
Total Other Expenses	17,056.00	17,992.00	120,155.26	125,944.00	(5,788.74)
Total Expenses	238,279.05	265,713.00	1,404,777.66	1,461,993.00	(57,215.34)
Net Income (Loss)	(6,580.58)	(50,258.00)	158,762.09	3,692.00	155,070.09

Commissioners Memorandum

To: Commissioners
 From: Jaimee Bellissimo, Assistant Executive Director
 Date: February 17, 2011
 Re: Transit Ridership Report – January 2011



Routes	January			FYTD		
	Weekdays	FY 2010	FY 2011	FY 2010	FY 2011	% Change
	Saturdays	20	21	149	150	
		5	4	30	29	% Change
Healthcare Shuttle Route #1		2,057	2,120	17,193	15,986	-7%
Bridge St - VA Hospital #1S			88		88*	
Hanover-E Industrial Park Route #2		2,850	3,791	17,890	25,221	41%
Hanover St - East Side Plaza #2S			198		198*	
Brown Ave-Airport Route #3		1,269	1,913	10,737	13,188	23%
Elliot-Industrial Park Route #4		1,919		13,945	10,350	
SNHU-Northside Plaza #5		2,211	1,822	14,636	16,273	11%
Bremer-Mast Rd Route #6		3,858	3,989	27,563	29,581	7%
Downtown Circulator #7			1,600		18,396	
So. Willow Route #8		4,378	4,159	30,842	33,667	9%
Nashua Express Route #9			524		1,401	
Valley-Weston Rd. Route #10		4,153	4,037	26,947	32,228	20%
Front St. Route #11		1,729	1,653	11,388	12,422	9%
So. Beech Route #12		4,006	3,117	26,685	26,231	-2%
Bedford Highlands Route #13		4,311	3,733	29,136	31,505	8%
UPass Riders - MCC		582	970	5,437	7,167	32%
Hannaford Shuttle		342	340	2,555	2,900	14%
Stop & Shop Shuttle		143	114	707	826	17%
Weekday Fixed Route Totals		28,929	29,815	208,257	242,108	16%
Saturday Fixed Route Totals		4,297	3,097	21,967	26,666	21%
Fixed Route Weekday Average		1,446	1,420	1,398	1,614	15%
Fixed Route Saturday Average		859	774	732	920	26%
Total Transit Passengers Served		33,226	32,912	230,224	270,056	17%
Total StepSaver Passengers Served		1,091	1,217	6,281	8,662	38%

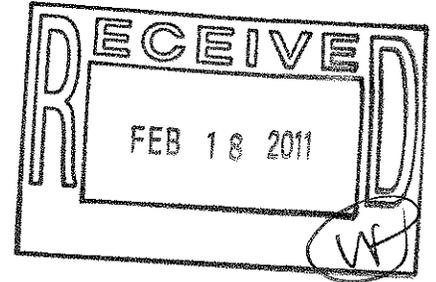
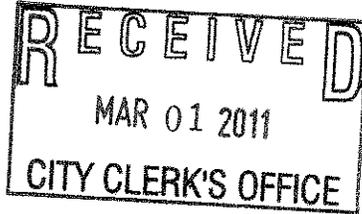
* January only


 Jaimee Bellissimo



February 17, 2011

The Honorable Ted Gatsas
Office of the Mayor
City of Manchester
1 City Hall Plaza
Manchester, NH 03101



RE: Important Information – Price Adjustments

Dear Mayor Gatsas:

Beginning March 23, 2011, we will be adjusting some of our prices in your community.

While we have been highly focused on controlling our costs for the benefit of our customers, we continue to invest in next-generation technology and equipment to support new product features, more programming choices and to improve the customer experience. These investments make it possible to provide the additional HD and now 3D channels customers demand while delivering continued innovations such as digital video and sound, On Demand with up to 25,000 choices, a new interactive program guide and some of the fastest residential internet speeds in the U.S. – now up to an incredible 105Mbps.

At Comcast, we're hard at work transforming our products by adding the content, interactivity and new features that customers want in order to bring them the greatest value in entertainment. And we stand behind it all with the Comcast Customer Guarantee, our promise to provide a consistently superior experience backed by 24/7 customer service, more convenient appointments and the best products and services. The enclosed attachment will provide you with further detailed information regarding the scheduled price adjustment.

As always, if you should have any questions or concerns regarding this matter, or any matter, please feel free to contact me at 603-224-1871, ext. 603-224-1871, ext. 202.

Sincerely,

Bryan Christiansen
Senior Manager of Government and Community Affairs



COMCAST Price Information for Manchester, NH

February 21, 2011

Dear Valued Customer:

As part of our commitment to provide you with the best entertainment and communications experience, we continue to invest in making your services even better. Here are just a few highlights:

More to watch, more ways, more easily with TV that goes where you go:

- More ways to enjoy your entertainment—on your TV or online—anytime, anywhere.
 - The only service with HBO, Showtime and Starz online so you can watch on the go!*
- More top movies and shows On Demand than anyone, plus more HD and 3D shows with up to 25,000 choices on your TV and 150,000 choices online!
- Now, easier than ever to find your shows with 'Watchlist' at xfinityTV.com
 - And record shows from anywhere with DVR Manager—even from your smartphone.*

Faster Internet Speeds, Comprehensive Online Protection and Advanced Home Phone:

- Unbelievably fast Internet download speeds—with service now up to an amazing 105 Mbps!**
- Most comprehensive online security: Norton Security Suite, Secure Backup & Share and coming soon, identity protection—all included at no extra cost.
- Digital home phone service with the best call clarity and next-generation features like voicemail online and caller ID to your TV, PC, home phone and smartphone.*

Comcast Customer Guarantee and Commitment to Service:

- And we stand behind it all with the Comcast Customer Guarantee, our promise to provide you a consistently superior experience, including 24/7 customer service and convenient evening and weekend appointments.

Periodically, we adjust prices due to increases in programming and business costs. Starting March 23, 2011, new prices will apply to certain video and Internet services and equipment as indicated on this notice. If you are currently receiving services on a promotional basis or under a minimum term agreement associated with a specific rate, the prices for those services will not be affected during the promotion or minimum term.

We thank you for your continued business and look forward to providing you with a superior entertainment and communications experience. We would welcome the opportunity to help you find the perfect package that meets your needs, such as our Triple Play packages which offer exceptional value and can give you more of what you want, your way. Visit us at Comcast.com or call us at 1-800-COMCAST to learn more.

Thanks for being a Comcast customer. We look forward to continuing to serve you.

*Feature and content availability varies by service plan and market. Comcast DVR and Internet access required for DVR Manager. Subject to equipment compatibility.

** Actual speeds vary and are not guaranteed. Speed tiers and increases may not be available in all areas.

Prices shown are for residential service only and do not include federal, state and local taxes, FCC user and franchise fees or Regulatory Recovery fees or other related costs. Prices, services and features are subject to change. Not all services are available in all areas.

DIGITAL TV Prices ¹	Current Price	New Price as of 3/23/11	XFINITY TV Digital Value Packages ^{7,8}	Current Price	New Price as of 3/23/11
Manchester, NH			Includes: Access to On Demand with AnyRoom® On Demand, Interactive Program Guide, Digital PPV, and Over 44 channels of music.		
Basic Service ^{3,11}	\$18.70	\$21.20	The following services require a subscription to Digital Starter:		
Expanded Basic Service ²	\$42.50	\$42.80	Digital Preferred	\$16.95	\$17.95
Standard Cable	\$61.20	\$64.00	Digital Preferred plus one premium		
(Not available for new subscription as of December 1, 2008.)			Any ONE Premium Pack Choice	\$31.45	\$32.45
DIGITAL ECONOMY ⁴ (with other service)	\$29.95	\$29.95	Digital Preferred Plus		
DIGITAL ECONOMY ⁴	\$39.95	\$39.95	HBO & Starz Premium Packs	\$42.45	\$43.45
DIGITAL STARTER ⁵	\$61.20	\$64.00	Digital Preferred plus two premiums		
Franchise Related Cost ^{6,11}	\$ 0.06	\$ 0.06	Any TWO Premium Pack Choices	\$42.45	\$43.45
			Digital Premier	\$56.45	\$57.45
			Cinemax, HBO, Showtime and Starz Premium Pack Choices and Sports Entertainment Pack		

SA1BF11W

DIGITAL TV Services ¹

	Current Price	New Price as of 3/23/11
Digital Economy ⁴	\$39.95	\$39.95
Digital Economy ⁴	\$29.95	\$29.95
With XFINITY Internet and/or XFINITY Voice		
Sports Entertainment Pack ⁷	\$ 7.95	\$ 7.95
Family Tier ⁹	\$14.95	\$14.95
International Choices ¹⁰		
MultiLatino (Hispanic)	\$14.95	\$14.95
Includes: Video On Demand en español		
MultiLatino Plus (Hispanic)	\$24.95	\$24.95
Includes: Basic Service, MultiLatino, and one digital set-top box.		
MultiLatino Extra (Hispanic)	\$39.95	\$39.95
Includes: Basic Service, Digital Economy, MultiLatino, and one digital set-top box.		
MultiLatino Max (Hispanic)	\$59.95	\$59.95
Includes: Basic Service, Digital Economy, MultiLatino, MultiLatino Max content, Video On Demand en español and one digital set-top box.		
MultiLatino Ultra (Hispanic)	\$76.90	\$76.90
Includes: Basic Service, Digital Economy, MultiLatino, MultiLatino Max content, Digital Preferred, Video On Demand en español and one digital set-top box.		
Digital Video Recorder Service ¹²	\$ 7.00	\$ 7.00
HD Technology Fee (whole house) is required at an additional charge.		
AnyRoom [®] Digital Video Recorder Service ¹⁶	\$12.00	\$12.00
HD Technology Fee (whole house) is required at an additional charge.		
TiVo Service ¹² (Additional)	\$ 2.95	\$ 2.95
Add TiVo's software to your DVR for the ultimate television experience. TiVo from Comcast combines the power of TiVo's search, suggestion and recording features with the huge selection of shows, movies and On Demand content provided by Comcast.		
Digital to Analog Additional Outlet Service Charge ¹⁴	\$ 0.00	\$ 0.00
(1st and 2nd outlet)		
Digital to Analog Additional Outlet Service Charge ¹⁴	\$ 1.99	\$ 1.99
(3rd, 4th, 5th, etc. outlet)		
Digital Additional Outlet Service Charge (with Set-Top Box) ¹³	\$ 7.95	\$ 8.95
Charge for digital content on an additional outlet.		
HD Technology Fee (whole house) ¹⁵	\$ 7.95	\$ 8.95
3D Technology Fee (whole house) ¹⁷	\$ 0.00	\$ 0.00

¹ The minimum level of Digital TV service you may purchase is BASIC SERVICE. You must purchase BASIC SERVICE to subscribe to any other video service offered by Comcast. Franchise Related Costs are applicable with the purchase of Basic Service. Service, programming and equipment are subject to availability. All pricing, programming and channel locations are subject to change. Prices do not include state or local taxes, franchise fees or FCC fees. Please call 1-800-XFINITY for further information.

DIGITAL TV Services ¹ (continued)

- The purchase of premium channels, packages and digital services (including iN DEMAND, Pay-Per-View and On Demand) requires the appropriate equipment. ©2011 Comcast. All Rights Reserved.
- Expanded Basic Service is only available as a component of Digital Starter.
 - A set-top box may not be necessary to view Basic Service. Please visit www.xfinity.com or call 1-800-XFINITY for further information.
 - Digital Economy includes Basic Service, Digital Economy video content and a digital set-top box and remote control, or a CableCARD on the primary outlet. A Digital Additional Outlet Service Charge is applicable for additional outlets. If you wish to upgrade to High-Definition, the HD Technology Fee is applicable.
 - Digital Starter includes Basic Service, Expanded Basic Service, Digital Starter content, Interactive Program Guide, Music Choice[®], limited On Demand content, a digital set-top box and remote control or a CableCARD on the primary outlet. A Digital Additional Outlet Service Charge is applicable for additional outlets. If you wish to upgrade to High-Definition, the HD Technology Fee is applicable.
 - Franchise Related Costs are costs associated with providing public, educational and/or government access facilities and equipment and/or other related costs in your community.
 - Digital capable equipment is required to view these services. Prices do not include a digital set-top box and remote control. Certain restrictions apply. Service subject to availability. High-Definition capable equipment and a subscription to the corresponding package are required to receive high-definition channels. If you wish to upgrade to High-Definition, the HD Technology Fee is applicable.
 - A minimum level of Digital Starter is required to receive these channels.
 - Family Tier is available to customers who subscribe to Basic Service only. Family Tier requires a digital set-top box and remote control, or CableCARD, billed in addition to the Family Tier price. Music Choice[®] and On Demand are not available with this service. Family Tier cannot be combined with any other XFINITY TV package. Premium channels are available at an additional cost. A Digital Additional Outlet Service charge is applicable for additional outlets.
 - Digital capable equipment, or high-definition capable equipment for high-definition channels, is required to view these services.
 - Discount of 10% off of Basic Service and FRC available to customers age 65+ who qualify for the City of Manchester's "Elderly Exemption." Restrictions apply.
 - Set-Top Box with Digital Video Recorder capabilities is required. DVR recording times are limited. On Demand programs can not be recorded with DVR service. Prior to obtaining a DVR from Comcast, additional documentation or a credit verification may be necessary. TiVo service is not available in all areas and requires a Motorola High-Definition Digital Set-Top Box with Digital Video Recorder service.
 - Applicable with a subscription to any level of digital service. Price includes a digital set-top box and remote.
 - Price includes a Digital Transport Adapter.
 - Fee for providing all outlets in the home with HD technology. Applicable to the first outlet in the home with HD Equipment. Depending on service level, an additional Digital set-top box fee or Digital Additional Outlet Service Charge applies.
 - Requires an HD terminal box on each additional outlet up to a maximum of three. Digital Additional Outlet Service charge is applicable for each additional outlet. Minimum of one terminal box required.
 - Requires the HD Technology Fee at a separate monthly charge. A HD/3D stereoscopic TV, manufactures specified 3D glasses and HD/3D set-top box are also required to view 3D channels.

SA1BF11X

XFINITY BUNDLE PACKAGES

TV, Internet and Voice

	Current Price	New Price as of 3/23/11
Starter XF Triple Play	\$129.99/mo.	\$131.99/mo.
<ul style="list-style-type: none"> • SurePrice monthly price for this bundle is \$114.99 • Standard monthly price for this bundle is \$131.99 Includes: Digital Starter video service with one digital set-top box and remote control, XFINITY Internet Performance Service and XFINITY Voice Comcast Unlimited®.		
Preferred XF Triple Play	\$139.99/mo.	\$144.99/mo.
<ul style="list-style-type: none"> • SurePrice monthly price for this bundle is \$124.99 • Standard monthly price for this bundle is \$144.99 Includes: Digital Starter and Digital Preferred video service with one digital set-top box and remote control, XFINITY Internet Performance Service and XFINITY Voice Comcast Unlimited®.		
HD Preferred XF Triple Play	\$149.99/mo.	\$154.99/mo.
<ul style="list-style-type: none"> • SurePrice monthly price for this bundle is \$134.99 • Standard monthly price for this bundle is \$154.99 Includes: Digital Starter and Digital Preferred video service, HD Technology Fee, one HD digital set-top box and remote control, Starz®, XFINITY Internet Performance Service and XFINITY Voice Comcast Unlimited®.		
HD Preferred Plus XF Triple Play	\$169.99/mo.	\$174.99/mo.
<ul style="list-style-type: none"> • SurePrice monthly price for this bundle is \$154.99 • Standard monthly price for this bundle is \$174.99 Includes: Digital Starter and Digital Preferred video service, HD Technology Fee, one HD digital set-top box and remote control, HBO®, Starz®, XFINITY Internet Blast!® Service and XFINITY Voice Comcast Unlimited®.		
HD Premier XF Triple Play	\$199.99/mo.	\$199.99/mo.
<ul style="list-style-type: none"> • SurePrice monthly price for this bundle is \$174.99 • Standard monthly price for this bundle is \$199.99 Includes: Digital Starter, Digital Preferred and Digital Premier video service, HD Technology Fee, your choice of a HD/DVR or AnyRoom DVR HD set-top box and remote control for your primary outlet, HBO®, Showtime®, Starz®, Cinemax® and the Sports Entertainment Package, XFINITY Internet Blast!® Service and XFINITY Voice Comcast Unlimited®.		

Please call for restrictions and complete details about service, price and equipment. SurePrice is only available to customers that have had XF Triple Play 12 month promotional packages. Prices, services and features subject to change. Unless otherwise specified, prices shown are the monthly charge for the corresponding package. Prices exclude modem rental, installation, applicable taxes, franchise fees, FCC fees, Regulatory Recovery Fee, other state or local fees or other applicable charges (e.g. per-call toll or international charges and activation charges). Service subject to Comcast's standard terms and conditions of service. All trademarks are the property of their respective owners. All rights reserved.

INSTALLATION, SERVICE & EQUIPMENT ¹

	Current Price	New Price as of 5/1/11
Installation Charges (one-time charges):		
Installation of cable (unwired, primary outlet only)	\$46.00	\$46.00
Reinstallation of cable ³ (pre-wired, primary outlet only)	\$31.95	\$31.95
Installation of each Additional Outlet at time of initial installation or reinstallation	\$17.50	\$15.50
Activation of each Additional Outlet at time of initial installation or reinstallation	\$10.00	\$ 8.50
Installation of each Additional Outlet at any other time	\$27.50	\$25.50
Activation of each Additional Outlet at any other time	\$18.00	\$17.00
Relocation of an existing cable outlet	\$20.00	\$15.00
Connection of VCR/DVD at initial installation	\$ 7.95	\$ 7.95
Connection of VCR/DVD at any other time	\$14.50	\$16.00
Service Charges & Transaction Fees (one-time charges):		
Returned check fee	\$20.00	\$20.00
Late Fee (on overdue account balance)	\$ 8.00	\$ 8.00
Name Change Fee	\$ 1.99	\$ 1.99
Convenience Fee ²	\$ 4.00	\$ 4.00
Office reactivation for XFINITY Internet ³	\$ 5.00	\$ 5.00
Office reactivation for XFINITY Voice ³	\$ 5.00	\$ 5.00
Office reactivation for XFINITY TV ³	\$ 5.00	\$ 5.00
Change of service or digital upgrade (via computer)	\$ 1.99	\$ 1.99
Change of service downgrade (requiring a visit)	\$10.00	\$11.50
Digital Service or High-Definition Upgrade (requiring a visit)	\$16.00	\$16.00
Hourly Service Charge ⁴ (1/2 hour minimum)	\$32.00	\$31.60
Customer Trouble Call (requiring a visit)	\$29.50	\$28.50
Customer Self-Installation Kit (SIK) ⁶ (one product)	\$15.00	\$15.00
Customer Self-Installation Kit (SIK) ⁶ (multiple products)	\$30.00	\$30.00
SIK Shipping & Handling (standard)	\$ 9.95	\$ 9.95
SIK Shipping & Handling (priority)	\$29.95	\$29.95
Shipping & Handling - Remotes (separate ship)	\$ 5.95	\$ 5.95
Equipment Charges (each):		
	Replacement Cost	Replacement Cost
Unreturned or damaged equipment		
Home amplifier purchase	\$20.00	\$20.00
Monthly Charges:		
Basic Service Only Set-Top Box	\$ 1.10	\$ 0.90
Basic Service Only High-Definition Set-Top Box	\$ 2.25	\$ 2.25
Digital Set-Top Box ⁷	\$ 1.70	\$ 1.75
CableCARD	N/C	N/C
CableCARD (additional cards, same device)	\$ 1.50	\$ 1.50
Remote Control	\$ 0.25	\$ 0.20
Service Protection Plan (covers all products)	\$ 3.30	\$ 3.30
TV Guide SM Weekly Magazine (mailed to your home)	\$ 4.20	\$ 4.20

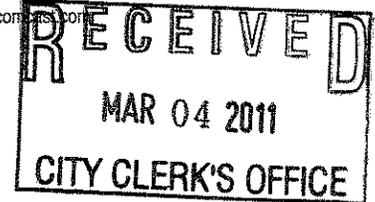
- 1 Commercial and premium installations are not included with these fees and charges. Depending on levels of service or programming received, additional charges for equipment, time and materials may apply. Prices do not include federal, state and local taxes, FCC user and franchise fees and related costs. HDTV capable set-top box only available to customers with an HDTV capable television set (not provided by Comcast). Certain restrictions apply. HDTV signal subject to availability.
- 2 A Convenience Fee will be charged for any payment made by phone with a Customer Care Representative.
- 3 If you reconnect any or all of the services after a disconnection for non-payment, in addition to any other charges that you may owe, Comcast will impose either a reactivation charge if a visit to your residence is not required or a reinstallation charge if a visit to your residence is required.
- 4 Charge related to custom work performed outside the scope of a normal installation or Trouble Call.
- 5 Not applicable to customers who subscribe to a service package that includes equipment.
- 6 Activation and shipping & handling charges are additional. Equipment included with Self-Installation Kit remains the property of Comcast and is subject to Comcast's regular charges.

SA1BF11Y



Comcast Cable
54 Regional Drive
Concord, NH 03301
www.comcast.com

March 2, 2011



The Honorable Ted Gatsas
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Re: Relocation of Payment Center

Dear Mayor Gatsas:

We are writing to provide you with information regarding the relocation of our customer service center currently located at 676 Island Pond Road, Manchester as of the close of business March 26, 2011.

As of March 28, 2011, Comcast will relocate the customer service center referenced above to a new facility approximately 3 miles away at:

586 Lincoln Street (Stop & Shop Plaza)
Manchester, NH

Hours of operation will be Monday-Friday 8:30 am-5:00 pm and Saturday 9am-1pm.

Notice of this change has been posted at the 676 Island Pond Road customer service center location and at our Comcast facility located at 751 East Industrial Drive. Customers are also being notified of this change by bill message.

This new state of the art facility will provide our customers with a convenient location to take care of payment transactions but will also provide them with an opportunity to touch and test all of the products and services that we offer. Demonstration kiosks will be available with televisions, computers and phones and a comfortable seating area will also allow customers to experience XFINITY in high definition on a 52" flat screen television.

The following payment options will continue to be available to Comcast customers:

1. US Mail
2. Via telephone with a live customer representative with either a credit/debit card or by checking account (an additional fee applies).
3. Via telephone through our automated IVR (Integrated Voice Response), payment can be made with credit/debit card or checking account.
4. Monthly recurring payment with credit/debit card or checking account. Payment will be automatically deducted each month on the due date.
5. Via the Internet at <https://customer.comcast.com/Secure/Home.aspx> Customers may pay by either credit/debit card or check free of charge. Customers may also sign up at the website for ecoBill (paperless billing) and recurring payment options.

It is important to note this new site at 586 Lincoln Street will be Comcast's third building presence in the City of Manchester in addition to our business operations centers located at 676 Island Pond Road and 751 East Industrial Drive.

Should you have any questions regarding this letter, or any other cable-related matter, please feel free to contact me at 603.224.1871 ext. 202.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Christiansen". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Bryan Christiansen
Sr. Manager of Government and Community Relations

CC: Matthew Normand, City Clerk
Jason Cote, Manchester Community Television
Board of Alderman

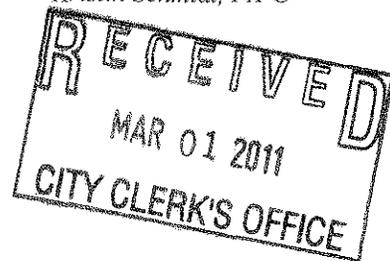
Timothy M. Soucy, MPH, REHS
Public Health Director

Anna J. Thomas, MPH
Deputy Public Health Director



CITY OF MANCHESTER
Health Department

BOARD OF HEALTH
Carol Bednarowski
Robert Duhaime, RN, MBA
Fernando Ferrucci, MD
William Mehan, DMD, MS
Kristin Schmidt, PA-C



February 28, 2011

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

RE: Acceptance of Funding from Community Health Institute

Dear Mayor Gatsas and Board of Aldermen,

The Health Department has been notified that it is eligible to receive \$2,500 from the Community Health Institute (CHI) for assisting in an assessment of the region's local public health capacity.

Since this work has already been completed by Health Department staff, these funds, if accepted, may be remanded to the City's general fund.

I have attached a copy of the Memorandum of Agreement and would be available to answer any questions the Board may have.

Sincerely,

Timothy M. Soucy, MPH, REHS
Public Health Director

Attachment (1)



Community Health Institute

an office of JSI Research and Training Institute, Inc.

February 17, 2011

MEMORANDUM OF AGREEMENT

This document constitutes an agreement between JSI Research and Training Institute, Inc. dba Community Health Institute (CHI) of Bow, NH and the City of Manchester, New Hampshire.

The purpose of this agreement is to specify the purpose and use of Public Health Performance Improvement funds to be provided by CHI to the City of Manchester.

Section One Description of Activities

City of Manchester agrees to support activities to assess local public health capacity in the Greater Manchester region. Such activities may include assessment of capacity using a tool based on the 10 Essential Services of public health, review of current public health expenditures, and review of governance models. City of Manchester further agrees to continue participation in a collaborative process of information sharing and learning in support of overall public health performance improvement in New Hampshire.

Section Two Funding

CHI agrees to make an award of \$2,500 to support City of Manchester's activities as outlined in Section One. The funding is intended to defray costs associated with meetings, meeting logistics, staff time and travel associated with City of Manchester's participation in the assessment activities outlined in Section One. City of Manchester agrees to provide CHI, upon request, documentation sufficient to demonstrate use of funds for purposes associated with this agreement. City of Manchester agrees to confer with CHI project staff on any questions regarding appropriate and reasonable expenses.

Section Three Relationship of Parties

The parties intend that an independent funding relationship be created by this agreement. City of Manchester and associated parties are not to be considered employees of CHI for any purpose and will not be entitled to any of the benefits CHI provides for its employees.

**Section Four
Waiver or Modification of Terms**

No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by all parties.

**Section Five
Liability**

In no event shall CHI be liable for any services performed hereunder or for any damages caused by delay or unsatisfactory performance. CHI shall not be liable for any costs or payments beyond that stipulated in Section Two of this agreement.

**Section Six
Assignment**

Any assignment of this agreement by City of Manchester without the written consent of CHI shall be void.

**Section Seven
Termination**

This agreement is effective upon date of signature.

This agreement may be terminated by: i) mutual agreement; ii) CHI immediately upon notice in the event that source funding for this Initiative becomes unavailable; iii) either party with 7 days written notice for cause.

Upon termination of this Agreement, unexpended funds appropriated by CHI to City of Manchester shall be returned to CHI except for outstanding, unpaid commitments which cannot be canceled or otherwise terminated.

**Section Eight
Written Notice**

a. All communication regarding this agreement should be sent as follows:

for CHI:

Lea Ayers LaFave, Project Director
Community Health Institute
501 South Street, 2nd Floor
Bow, NH 03304

for City of Manchester:

Tim Soucy, Director
City of Manchester Health Dept
1528 Elm Street
Manchester, NH 03101

- b. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this agreement or such other address as may hereafter be specified by notice in writing.

**Section Nine
Acceptance**

The return of one signed copy of this contract to the CHI contact and address listed above constitutes acceptance of all of the terms of this agreement.

Community Health Institute

Signature: _____ Date: _____
Lea Ayers LaFave

JSI R&T/CHI Federal Tax Identification Number: 04-2679824

City of Manchester

Signature: _____ Date: _____

City of Manchester Federal Tax Identification Number: _____

City of Manchester New Hampshire

In the year Two Thousand and ^{Eleven}

A RESOLUTION

“Amending the FY 2011 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Six Thousand Four Hundred Ninety One Dollars (\$106,491) for the FY2011 CIP 210211 Homeless Healthcare Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2011 CIP as contained in the 2011 CIP budget; and

WHEREAS, the 2011 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept additional grant funds from the U.S. Department of Health and Human Services Health Resources and Services Administration to implement health care services for homeless persons in Manchester;

NOW, THEREFORE, be it resolved that the 2011 CIP be amended as follows:

By adding:

FY2011 CIP 210211 – Homeless Healthcare Program - \$106,491 Federal

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

City of Manchester New Hampshire

In the year Two Thousand and Eleven

A RESOLUTION

“Amending the FY 2011 Community Improvement Program, authorizing and appropriating funds in the amount of Twelve Thousand Dollars (\$12,000) for the FY 2011 CIP 412411 Hazardous Materials Emergency Preparedness.”

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 2011 CIP as contained in the 2011 CIP budget; and

WHEREAS, the 2011 CIP contains all sources of 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 \$12,000 from the US Department of Transportation, Pipeline and Hazardous Materials Safety Administration to administer to communities which are at risk from potential Tier II chemical releases;

NOW, THEREFORE, be it resolved that the 2011 CIP be amended as follows:

By adding:

FY 2011 CIP 412411 Hazardous Materials Emergency Preparedness - \$12,000 Federal

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

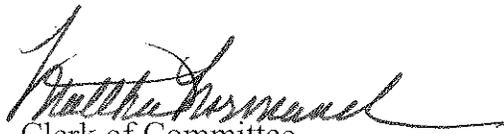
To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Administration/Information Systems respectfully recommends, after due and careful consideration, that the Peter Capano, Chief of Parks, Recreation & Cemetery, be authorized to enter into a 3-year contract, with Michael Ryan, PGA Golf Professional at Derryfield Country Club, subject to the review and approval of the City Solicitor.

The Committee further recommends that the contract allow for two, 3-year renewal options and that a provision be placed in the contract that does not allow the contract to be assigned to a designee without the City's consent.

(Unanimous vote)

Respectfully submitted,


Clerk of Committee

Matthew Normand
City Clerk



Kathleen Gardner
Deputy City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Thomas Clark
City Solicitor

From: Heather Freeman 
Vital & Legislative Records Supervisor

Date: January 4, 2011

Re: Derryfield Country Club Golf Professional

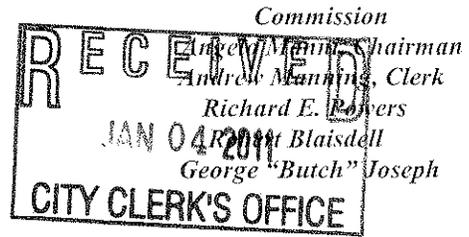
Please be advised that the attached contract will be on the agenda for the next meeting of the Committee on Administration/Information Systems to be held on Tuesday, January 18, 2011. A copy of the contract is attached for your review and discussion at the committee meeting.

pc: Peter Capano, Chief of Parks, Recreation & Cemeteries
Michael Lopez, Chairman

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

Timothy J. Clougherty
Deputy Public Works Director

Peter D. Capano, P.E.
Chief of Parks, Recreation & Cemetery



CITY OF MANCHESTER
Highway Department
Parks, Recreation & Cemetery Division

December 29, 2010

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

RE: Derryfield Country Club Golf Professional

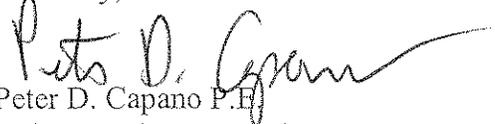
We respectfully request your approval to enter into a 2 year contract extension with Mr. Michael Ryan, the current PGA Golf Professional at the Derryfield Country Club. His current contract expired December 1, 2010.

In November 2009 the Parks Commission granted the previous Parks Director's request to extend the contract two more years, which is the extension we are currently requesting. However, recent consultations with the City Solicitor have indicated that they acted without proper authority. The existing contract does not recognize this extension to the contract.

Mr. Ryan, who has been the PGA Professional at Derryfield Country Club for 14 years, requested an extension because he planned to install an indoor golf simulator with a three year return on investment. The simulator was in operation in January of 2010. The contract extension we are requesting will allow him to recoup his investment.

His professionalism and dedication to the sport, the City, and the Derryfield Country Club patrons are exceptional and we would like to retain his services for years to come.

Sincerely,


Peter D. Capano P.E.
Chief – Parks, Recreation, Cemetery

Cc. Mayor Theodore L. Gatsas
Mr. Kevin A. Sheppard
Mr. Thomas Clark
Mr. Michael Ryan

AGREEMENT

Made this ____ day of _____, 2011 between the City of Manchester, a municipal corporation existing under the laws of the State of New Hampshire, by its Department of Public Works acting through its Division of Parks, Recreation and Cemeteries (hereinafter referred to as City) and Michael Ryan of 76 Abbott Road, Concord, New Hampshire 03303 (hereinafter referred to as the Golf Professional).

WHEREAS, the City desires to employ a Golf Professional to perform certain duties and assume certain responsibilities, and the Golf Professional accepts such employment on the terms and conditions hereinafter set forth.

IN CONSIDERATION of the mutual promises and covenants contained herein, the City and the Golf Professional agree as follows:

TERM

The term of this agreement shall be for a period of three (3) years commencing on January 1, 2011 and terminating on December 31, 2013. Two additional three (3) year renewal options may be negotiated by mutual agreement of both parties with the terms to be subject to negotiations. The City agrees to allow the Golf Professional to operate the golf shop during the off season, subject to the termination clauses hereinafter set forth.

REVENUE FOR THE CITY

- A. Receipts from the sale of season passes and greensfees shall be deposited with the City daily, Monday through Friday. Weekend receipts shall be deposited with the City on the first business day following the weekend.
- B. Tournament receipts shall be deposited with the City on the day following the

tournament, Monday through Friday. Receipts from weekend tournaments shall be deposited with the City on the first business day following the tournament.

REVENUES FOR THE GOLF PROFESSIONAL

- A. Receipts from the sale of pro shop merchandise at one hundred percent.
- B. Lessons given by the Head Golf Professional and Assistant Professional at one hundred percent.
- C. Rental fees from handcarts and clubs at one hundred percent.
- D. Golf cart revenue: One hundred percent (100%) of net golf cart revenue.
- E. Management fee: Six Percent (6%) of all season passes, greensfees, and tournaments will be paid to the Golf Professional on a monthly basis, based on prior month's gross receipts. The Percentage of Gross Revenue will be a minimum of 6% of the prior year's revenue, or the actual amount paid the Pro the prior year, whichever is greater, all done on calendar year basis, with the final adjustment (if any) paid January 15th of the following year.
- F. One hundred percent (100%) of greensfees for "PRO DAYS" the last weekend in September.

EXPENSES FOR GOLF PROFESSIONAL

- A. Tournament prize payout.
- B. Salaries for rangers, starters and pro shop personnel, together with applicable taxes and insurance.
- C. Dues and subscriptions, including any costs associated with maintaining PGA of America Golf Professional status.

- D. Shop expenses including, but not limited to merchandise, office supplies and telephone.

GENERAL

The Director of Public Works or his Designee, (hereafter referred to as the DPW) shall administer the contract and resolve matters not specifically contained in the contract.

All changes in the contract shall be documented in writing as amendments to the contract, signed by both parties.

The Golf Professional agrees that in the event the City, in its sole discretion, decides to cease the operation of the golf course or to lease out the operation of the golf course, then this contract shall automatically terminate without penalty or termination costs.

To Professionally staff, during all hours of operations, seven (7) days per week and to devote their best efforts to their employment as a golf professional. The Golf Professional agrees to maintain a high visibility at the Club and to personally supervise their staff and Club in a reasonable manner. The Golf Professional must inform the DPW when they will be away from the course for any length of time, other than a regular scheduled day off. The Golf Professional agrees not to accept any other employment as a golf professional/or Director of Golf during the term of this contract.

Playing privileges will be extended to the Head Professional. All other privileges will be at the discretion of the Head Professional.

The Golf Professional shall work closely with the DPW and the Derryfield Golf Superintendent in the following areas:

Every effort should be made by the Golf Professional and Golf Course Superintendent to provide power carts to the players, if possible. In the case of wet or inclement weather, final decision to allow carts on the course shall be the responsibility of the DPW.

The Golf Professional shall submit an annual set of financial statements to the DPW within ninety (90) days of calendar year end, at his own expense. The City shall have complete access to all books, documents, papers, data, records and information of the Golf Professional which are directly pertinent to the Agreement for the purposes of making an audit, examination, excerpts and transcriptions.

The Golf Course Superintendent and Golf Professional shall coordinate all closings of the golf course for inclement weather, frost, etc. However, the final decision for the closing or delayed opening of the course shall be the responsibility of the DPW.

GOLF PROFESSIONAL RESPONSIBILITIES

During the term of this agreement, the Golf Professional agrees to:

- a. Provide personal and professional liability, personal property worker's compensation, personal/family health insurance. Golf Professional is to provide all applicable taxes for himself and employed personnel, and maintains Status as a member of PGA (Professional Golfers Association).
- b. Operate and maintain a "Golf Shop" to display, sell, rent and supply golf needs. Merchandise with a minimum value of \$15,000.00 (Fifteen thousand dollars) wholesale will be available at the start of the season and maintained at that level through December 1st each year.
- c. Provide services for handling, maintenance, and repairs of golf clubs and

equipment.

- d. Provide golf lessons including private group and junior. Lesson fee schedule shall be submitted to the DPW in writing annually for review and approval. Since the City does not have a golf range to provide lessons, it is understood that the Golf Pro will provide these lessons offsite, primarily for the benefit of members and to fulfill his obligation to the City.
- e. Provide janitorial services for golf shop.
- f. Cover any loss or damage occurring to their merchandise and equipment as well as the property of others while such property is in their possession for repair, cleaning etc.
- g. Maintain Golf Professional owned equipment.
- h. Hire, train, supervise and compensate (including FICA, Workmen's compensation and unemployment compensation) at a minimum for the following employees;

- 1. Assistant Professional
- 2. Golf Shop Manager or Attendant
- 3. Starter/Rangers
- 4. Golf/Cart Custodian

These individuals are not to be considered City employees.

- i. Provide a Starter and Ranger to work schedules which at a minimum meets the following criteria:
 - i (a) To assist pro shop in arranging tee times, starting players from the first and tenth tees in an orderly fashion, checking receipts and joining

groups together to make foursomes to help speed play. Starters may assist rangers in the performance of their duties. The starter must be someone other than the pro shop staff on duty in the pro shop.

i (b) Starters and rangers will be on duty beginning the first of May through the end of October. Earlier scheduling or adjustments to the schedule may be made subject to the approval of the DPW and Golf Professional. Starters and rangers hours are Monday through Friday from 7:00 AM to 8:00 PM. Starters and rangers should be scheduled from 12:00 noon to 8:00 PM on Saturdays, Sundays and Holidays. On Saturdays, Sundays and Holidays the starter/ranger can provide both starter and ranger dates.

i (c) Rangers duties include, but are not limited to: checking receipts; enforcing all rules of the golf course and of normal golf etiquette; keeping the speed of play moving at a normal pace (goal eighteen holes in four and one half hours or less); straighten, replace or remove informational signs, traffic cones and cart barriers; assist clearing golf course during inclement weather.

j. Devote his time, attention and energies to the performance of duties as Golf Professional during the term of the contract. The Golf Professional shall actively promote the game of golf and Derryfield Country Club Course by organizing and conducting a varied and exciting schedule of golf programs, tournaments and special promotions on a regular basis. All of these activities

must be reviewed and approved in advance by the DPW including any special golf rates desired to fulfill the above.

- k. Make decisions regarding staffing, subject to approval of DPW.
- l. Provide office supplies necessary for the operation of a well-managed pro shop including register tapes, stationary, calendars, files and supplies.
- m. Provide a phone line for pro shop purposes at Golf Professional's expense.
- n. Utilize City provided golf software and computer equipment to collect, maintain and report golf course data and pro shop information and statistics.
- o. Collect greensfees, season permits, and tournament fees, providing receipts and funds to the Division for daily deposit Monday through Friday except holidays.
- p. Coordinate and assist league activities with the DPW.
- q. Schedule, promote, and conduct all tournaments and other outings as approved by the DPW. All major tournaments of more than 48 players, including club tournaments, should be submitted to the Department no later than March 1.
- r. Provide for rental of handcarts and sets of clubs (left and right handed mix).
- s. Be responsible for handling, fueling, storing and cleaning the fleet of power carts for rental (the Golf Professional agrees and understands that the City shall approve the golf cart rental fee). Removes broken down carts from the course.

- t. Provide his own professional membership (PGA) fees, and maintain, at all times, his certified Class A Head Professional status with the PGA.
- u. Maintain monthly financial records, including but not limited to: general inventory and selling prices, personnel costs, revenue from lessons, outstanding gift certificates and credits etc. Such records must be made available to the City on a monthly basis, and maintained for a minimum of three years.

CITY RESPONSIBILITIES

- a. Set greens and annual fees, to include input from Golf Professional.
- b. Maintain the clubhouse restrooms, but not including any equipment owned and installed by others. Provides janitorial services for the clubhouse but not including the golf shop.
- c. Utilities, except telephone. Utilities related to charging golf cart batteries are not included.
- d. Establish policies and procedures for the operations of the golf course which the Golf Professional and their staff will administer and carry out.
- e. Provide the Golf Professional with a written annual performance evaluation. If for any reason the Golf Professional shall become unfit or incapacitated to perform the duties pursuant to their contract, the City may terminate his contract with ninety (90) days written notice.

DISAGREEMENTS AND DISPUTES

All claims, disagreements and disputes, if any, arising under the terms of agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to laws and procedures of the State of New Hampshire, in which state this agreement shall be deemed to have been executed. No action at law or equity or by arbitration shall be commenced to resolve any disagreement or disputes under the terms of this agreement, in any jurisdiction whatsoever other than the State of New Hampshire.

TERMINATION OF CONTRACT FOR CAUSE

If through any cause, the Golf Professional shall fail to furnish in a timely and proper manner its obligations under this CONTRACT, or if the Golf Professional shall violate any of the covenants, agreements or stipulations of this CONTRACT, the CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to the Golf Professional of such termination and specify the effective date thereof at least thirty (30) days before the effective date of such termination.

Notwithstanding the above, the Golf Professional shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract, and the CITY may withhold any payments until such time as the exact amount of damages due the CITY is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY

The CITY may terminate the CONTRACT at any time by giving written notice to the Golf Professional of such termination and specify the effective date thereof, at least ninety (90) days before the effective date of such termination.

If the contract is terminated by the CITY as provided herein, the Golf Professional will be paid an amount which bears the same ratio to the total compensation as the services covered by this contract, less payments of compensation previously made.

INDEMNIFICATION AND INSURANCE REQUIREMENTS:

In consideration of the utilization of the Golf Professional's services by the City of Manchester and other valuable consideration, the receipt of which is hereby acknowledged the Golf Professional will indemnify the City from all liabilities or claims, demands, damages, and costs, for or arising out of any duties performed by him under this agreement.

Golf Professional agrees to maintain in full force and effect:

- A. Comprehensive General Liability insurance written on occurrence form including completed operations coverage, golf cart liability, personal injury liability coverage, broad form property damage liability coverage, and contractual liability coverage insuring the agreements contained herein and arising out of any duties performed by him. The minimum limits of liability carried on such insurance shall be \$1,000,000.00 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability \$1,000,000.00 annual aggregate personal injury liability.
- B. Worker's Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, 1955 as amended, with statutory coverage and including employer's liability insurance.

- C. Any and all deductibles on the above prescribed insurance policies shall be assumed by and be for the account of, and at the sole risk of the Pro.
- D. Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- E. The Golf Professional agrees to furnish certificate(s) of the above mentioned insurance to the City of Manchester within fourteen (14) days from the date of this agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance name the City of Manchester and Public Works Department, Parks, Recreation and Cemetery Division as an additional insured and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, One City Hall Plaza, Manchester, New Hampshire 03101 and the Public Works Department, Parks, Recreation and Cemetery Division at least (30) days in advance of such cancellation or change.
- F. The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of the Golf Professional's liability hereunder or in any way modify the Pro's indemnification responsibilities to

the City of Manchester and the Public Works Department, Parks, Recreation and Cemetery Division.

- G. It shall be the responsibility of the Golf Professional to ensure that all Subcontractors comply with the same insurance requirements that he is required to meet.

STATUS

IN ADDITION, the parties hereby agree that neither the Golf Professional, nor the Assistant Golf Professional shall be an employee of the City. They shall not be members of any City retirement plan, nor shall, they be entitled to any other benefit enjoyed by the City employees except as hereinabove provided.

ASSIGNMENT

This Agreement shall not be assigned by the Golf Professional to any other party without the prior written consent of the Board of Mayor and Aldermen of the City of Manchester.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hand and seals to this instrument on the day and year first above written.

WITNESS

BY: _____
KEVIN SHEPPARD P.E.
DIRECTOR of PUBLIC WORKS

WITNESS

BY: _____
MICHAEL RYAN
GOLF PROFESSIONAL

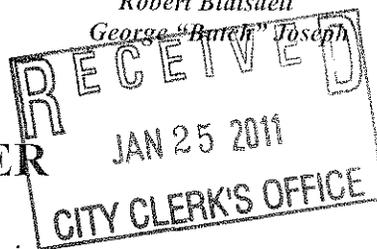
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Peter D. Capano, P.E.
Chief of Parks, Recreation & Cemetery



Commission
Angelo Manni, Chairman
Andrew Manning, Clerk
Richard E. Powers
Robert Blaisdell
George "Butch" Joseph



CITY OF MANCHESTER
Highway Department
Parks, Recreation & Cemetery Division

January 21, 2011

Chairman Lopez
Committee on Administration
One City Hall Plaza
Manchester, NH 03101

RE: Derryfield Country Club Golf Professional

At our last meeting, the Parks Recreation and Cemetery Commission voted unanimously to support Michael Ryan, PGA Golf Professional's proposed two year contract extension. We feel that Mike is an asset to our Country Club, runs a respectable business, and is essential for the future success of the Country Club.

Sincerely,

Angelo Manni
Chairman
Parks, Recreation and Cemetery Commission

Cc: Mr. Kevin A. Sheppard P.E.
Mr. Peter Capano P.E.
Mr. Michael Ryan
Commissioner Butch Joseph
Commissioner Andy Manning
Commissioner Richard Powers
Commissioner Robert Blaisdell

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

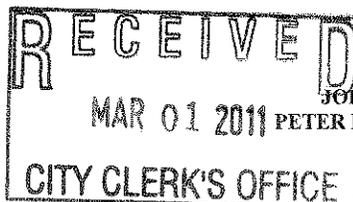
The Committee on Community Improvement respectfully advises, after due and careful consideration, that the communication from the MTA Executive Director regarding projects for consideration in the Ten-Year Transportation Improvement Plan has been accepted.

(Unanimous vote with the exception of Alderman Ludwig who was absent)

Respectfully submitted,


Clerk of Committee

**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
CAROL WILLIAMS
DANIEL BERGERON
EDWARD STEWART JR

MIKE WHITTEN
EXECUTIVE DIRECTOR

February 24, 2011

Mr. Dan O'Neil, Chairman
City of Manchester – CIP Committee
One City Hall Plaza
Manchester, NH 03101

Dear Mr. Chairman:

I have submitted the attached list of MTA projects for considerations in the Ten-Year Transportation Improvement Plan (TIP) to David Preece, Executive Director of the Southern New Hampshire Planning Commission. The MTA Board of Commissioners approved this list on February 22, 2011. No formal action is need by the Committee at this time, but I wanted to share with you and your members what MTA was submitting in the event that it may prove useful as the City prepares its list of projects.

As noted in the letter from Mr. Preece on January 21, 2011, the Final Report on HB 2 projects an estimated \$124 million dollar shortfall in funding. With this in mind, MTA has made every effort to only include funds that may reasonably be expected to receive local match requirements and that will further the goals of our organization to provide safe and reliable transportation to citizens in the region. I would like to note that our total project funding for the ten year period has been reduced by approximately \$3 million dollars compared to our FY11-20 total of \$43 million dollars.

I look forward to continuing to build upon the success that has been achieved by MTA and the City of Manchester through our combined efforts over the last year. Please let me know if you have any questions or if there is any other information that MTA may provide to the Committee. I am also happy to meet with the Committee in person if you wish.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Whitten'.

Mike Whitten
Executive Director

PROJECT #	FY	SOURCE OF FUNDS	\$(M)
<i>Manchester Trans Auth</i>		<i>Miscellaneous Capital</i>	
6923	2013	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.100
	2014	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.103
	2015	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.106
	2016	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.109
	2017	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.113
	2018	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.116
	2019	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.119
	2020	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.123
	2021	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.127
	2022	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.130
Total			1.146

<i>Manchester Trans Auth</i>		<i>Operating Assistance For Fixed Route Service</i>	
602	2013	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	2.262
	2014	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	2.352
	2015	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	2.446
	2016	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	2.544
	2017	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	2.646
	2018	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	2.752
	2019	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	2.862
	2020	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	2.976
	2021	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	3.096
	2022	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	3.219
Total			27.155

<i>Manchester Trans Auth</i>		<i>Operating Assistance For Capital Maintenance of MTA Fleet</i>	
2496	2013	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.451
	2014	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.469
	2015	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.488
	2016	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.508
	2017	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.528
	2018	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.549
	2019	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.571
	2020	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.594
	2021	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.618
	2022	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.642
Total			5.418

<i>Manchester Trans Auth</i>		<i>Operating Assistance For ADA Paratransit Service</i>	
5916	2013	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.263
	2014	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.271
	2015	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.279

2016	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.287
2017	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.296
2018	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.304
2019	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.314
2020	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.323
2021	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.333
2022	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.343
	Total	3.013

Manchester Trans Auth

Replacement Buses

3062	2013	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.125
	2016	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.274
	2018	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.735
	2019	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.755
	2020	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.780
	2021	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.805
	Total		3.474

Manchester Trans Auth

Replacement of ADA Paratransit Vans

5917	2014	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.071
	2015	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.073
	2016	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.075
	2018	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.080
	2019	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.082
	2022	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.090
	Total		0.471

Manchester Trans Auth

Replacement of Service Vehicles

5919	2017	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.025
	2018	FT12- FTA SECTION 5307 URBAN TRANSIT CAPITAL & PLANNING	0.034
	Total		0.059

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

The Committee on Community Improvement respectfully advises, after due and careful consideration, that the communication from the Public Works Director regarding Highway Department projects on the current Ten-Year Plan has been accepted.

(Unanimous vote with the exception of Alderman Ludwig who was absent)

Respectfully submitted,


Clerk of Committee

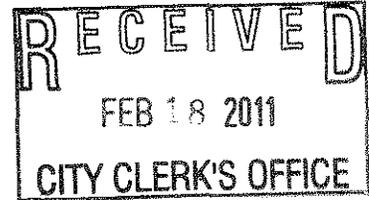
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER
Highway Department



February 17, 2011
#11-012

C.I.P. Committee of the
Honorable Board of Mayor and Aldermen
CITY OF MANCHESTER
One City Hall Plaza,
Manchester, New Hampshire 03101

Re: *N. H. Ten Year Plan*

Dear Committee Members:

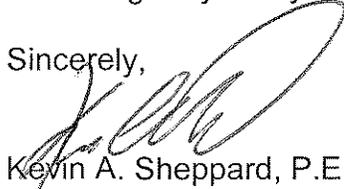
As requested, I am submitting an update on City projects pertaining to the Highway Department, which are on the current Ten Year plan. We have three projects currently listed on the plan.

- The *Goffs Falls Bridge* is programmed for construction in the State of New Hampshire Municipally Managed Bridge List for 2013 construction. The estimate for this project is \$675,000 with 20% of that amount (\$135,000) funded by the City. The design to replace the bridge with a box culvert is being conducted by the Engineering Division of the Highway Department and is well underway. However, there is some questions as to whether or not the structure is of historic value. If the State Cultural Review Board deems that this is so, then the City will have to hire a structural engineer to design the rehabilitation.
- The *Elm Street Bridge* is programmed for construction in the State of New Hampshire Municipally Managed Bridge List for 2017 construction. The estimate for this project is \$3,000,000 with 20% of that amount (\$600,000) funded by the City. The design work on this project has not begun. This design will need to be conducted by a structural engineering consultant.
- The *Granite Street Project* has been funded and completed.

February 17, 2011
Pg. (2)

Should you have any questions pertaining to this matter, please feel free to contact Mr. Clougherty or myself at this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Sheppard', written over a faint circular stamp or watermark.

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

/c

cc: Timothy J. Clougherty, Deputy Director

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 CIP project 612311 World's Championship Chili Cook-Off be extended to June 30, 2011.

(Unanimous vote with the exception of Alderman Ludwig who was absent)

Respectfully submitted,


Clerk of Committee

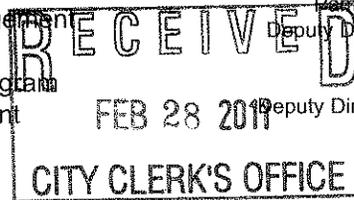


CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Leon L. LaFreniere, AICP
Director

Planning and Land Use Management
Building Regulations
Community Improvement Programs
Zoning Board of Adjustment

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning
Matthew M. Sink
Deputy Director - Building Regulations



MEMORANDUM

To: Members of the Committee on Community Improvement Program

From: Samuel Maranto, Jr.
CIP Manager

Date: February 28, 2011

Subject: CIP #612311 World's Championship Chili Cook-Off Project

The Manchester Economic Development Office (MEDO) has informed us they would like to extend the World's Championship Chili Cook-Off Project (CIP #612311) to June 30, 2011.

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 from the Health Department to accept funds in the amount of \$106,491 from the United States Department of Health and Human Services to be used to provide health services to the homeless be approved.

(Unanimous vote with the exception of Alderman Ludwig who was absent)

Respectfully submitted,


Clerk of Committee

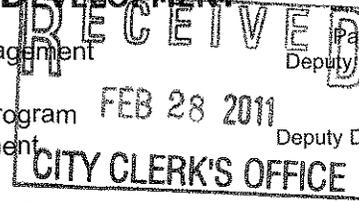


CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Leon L. LaFreniere, AICP
Director

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment



Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning
Matthew M. Sink
Deputy Director - Building Regulations

Memo to: Members of the Committee on Community Improvement Program

From: Leon L. LaFreniere, AICP *LL*
Director of Planning and Community Development

Date: February 28, 2011

Subject: Health Department – CIP #210211 – Homeless Healthcare
--New Funding--

The Health Department has notified us that they have been approved to receive grant funds totaling \$106,491 from the United States Department of Health and Human Services. These funds will be used to allow the Manchester Health Department to provide health services to the homeless.

In order to accept the increased funding we have prepared for the Committee's review, the appropriate Amending Resolution and budget authorization forms necessary for project initiation.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

Attachments:

CIP BUDGET AUTHORIZATION

CIP #: 210211 Project Year: 2011 CIP Resolution: 4/20/2010
 Title: Homeless Healthcare Amending Resolution: 3/15/2011
 Administering Department: Health Department Revision:

Project Description: The Health Care for the Homeless Program/Mobile Community Health Team Project is a "clinic without walls" which provides onsite primary medical care, nursing case management, addiction counseling and health education to individuals and families who are homeless, at shelters and transitional housing programs in Manchester. The clinical team consists of one physician, two nurse practitioners, two nurses, one addiction counselor and a program assistant. The clinic is in session every weekday morning at New Horizons shelter; and every Tuesday and Thursday at Families in Transition.

Federal Grants Federal Grant: Yes **Environmental** Review Required: No
 Grant Executed: Completed:

Critical Events

1	Program Initiation	03/01/2011
2	Program Completion	10/31/2011
3		
4		
5		

Expected Completion Date: 10/31/2011

Line Item Budget

	FEDERAL			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	\$106,491.00	\$0.00	\$0.00	\$106,491.00
TOTAL	\$106,491.00	\$0.00	\$0.00	\$106,491.00

Revisions

COMMENTS: Funds received from the United States Department of Health and Human Services Health Resources and Services Administration. Funds paid to Catholic Medical Center for Homeless Healthcare Services in Manchester.

City of Manchester New Hampshire

In the year Two Thousand and ^{Eleven}

A RESOLUTION

“Amending the FY 2011 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Six Thousand Four Hundred Ninety One Dollars (\$106,491) for the FY2011 CIP 210211 Homeless Healthcare Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2011 CIP as contained in the 2011 CIP budget; and

WHEREAS, the 2011 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept additional grant funds from the U.S. Department of Health and Human Services Health Resources and Services Administration to implement health care services for homeless persons in Manchester;

NOW, THEREFORE, be it resolved that the 2011 CIP be amended as follows:

By adding:

FY2011 CIP 210211 – Homeless Healthcare Program - \$106,491 Federal

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 a request from the Fire Department to accept grant funds in the amount of \$12,000 for Hazardous Materials Emergency Preparedness be approved.

(Unanimous vote with the exception of Alderman Ludwig who was absent)

Respectfully submitted,



Clerk of Committee



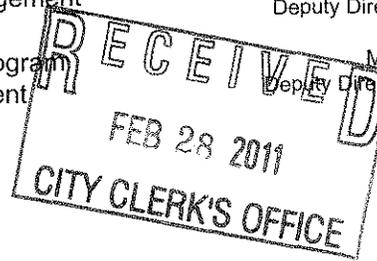
CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Leon L. LaFreniere, AICP
Director

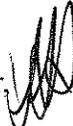
Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations



To: Daniel P. O'Neil, Chair &
CIP Aldermanic Committee

From: Leon Lafreniere, AICP, Director, 

Date: February 28, 2011

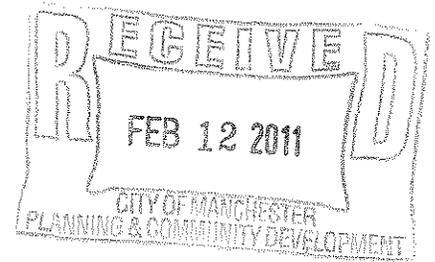
Subject: Fire Department Hazardous Materials Emergency Preparedness Grant

Chief Burkush has advised us of a pending \$12,000 grant award for Hazardous Materials Emergency Preparedness (HMEP), which he would like brought before this Committee for acceptance. The grant requires a 20% match which can be realized through in-kind services.

Accordingly, Staff have prepared for the Committee's review an amending resolution and budget authorization that will allow for the receipt of these funds. A recommendation to the full Board for approval of this request is respectfully requested.

Attachments:

James Burkush
Chief of Department



CITY OF MANCHESTER
Fire Department

February 8, 2011

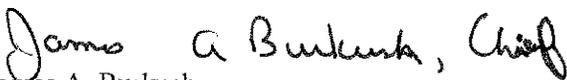
Community Improvement Committee
Chairman Dan O'Neil
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Chairman O'Neil:

On January 26, 2011, the department was notified by the NH Department of Safety of their approval of a FFY 2011 Hazardous Materials Emergency Preparedness (HMEP) grant. This grant provides funding to assist the department in tracking and planning for releases of hazardous materials which are subject to Federal Tier II reporting requirements. These funds are provided by the US Department of Transportation, Pipeline and Hazardous Materials Safety Administration to the State for distribution to communities which are at risk from potential Tier II chemical releases.

The grant award is in the amount of \$12,000 of which \$12,000 is the federal share and \$3,000 (20%) is our local match. This match may be met either in cash or in-kind. It is the fire department's intention to utilize on-duty staff hours to met the federal match requirements. Please accept this letter as a request of your committee to approve and accept this grant award.

Respectfully,


James A. Burkush
Chief of Department



STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY

John J. Barthelmes, Commissioner

Division of Fire Safety

Office of the State Fire Marshal

J. William Degnan, State Fire Marshal

Office: 110 Smokey Bear Blvd., Concord, NH

Mailing Address: 33 Hazen Drive, Concord, NH 03305

PHONE 603-223-4289, FAX 603-223-4294 or 603-223-4295

TDD Access: Relay NH 1-800-735-2964 ARSON HOTLINE 1-800-400-3526



January 26, 2011

City of Manchester Fire Department
100 Merrimack St
Manchester, NH 03103

Re: FFY 2011 HMEP Grant Award

To Whom It May Concern:

The City of Manchester Fire Department has been awarded \$12,000.00 of the FFY 2011 Hazardous Materials Emergency Preparedness (HMEP) grant from the US Department of Transportation, Pipeline and Hazardous Materials Safety Administration.

Enclosed is the **grant agreement** required to be filled in appropriately and returned to the NH Department of Safety, in order to accept the aforementioned funds. In addition to properly filling out the grant agreement paperwork, please ensure that a **certificate of authority** is also provided to support that the person signing the agreement is authorized to do so. Please see the enclosed "Certificate of Authority Checklist" for guidance. Furthermore, please include a **certificate of insurance** that is in compliance with paragraph 17 of the grant agreement, with the name of the insured matching the name on the contract.

Please return the grant agreement, certificate of authority documentation and certificate of insurance to the below contact person and address by **February 9th, 2011** for the timely submission of the paperwork to the Governor and Executive Council for approval.

Kyra Leonard
NH Department of Safety – Business Office
33 Hazen Drive
Concord, NH 03305

If you have any questions, feel free to contact me at (603) 223-4289.

Thank you,

Leslie Cartier
Hazardous Material Coordinator

Enclosures
LC/kcl

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="3/15/2011"/>
2	Program Completion	<input type="text" value="6/30/2011"/>
3		
4		
5		

Expected Completion Date:

Line Item Budget

	FEDERAL	OTHER*		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="\$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="\$12,000.00"/>	<input type="text" value="\$3,000.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$15,000.00"/>
TOTAL	<input type="text" value="\$12,000.00"/>	<input type="text" value="\$3,000.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$15,000.00"/>

Revisions

COMMENTS:

City of Manchester New Hampshire

In the year Two Thousand and Eleven

A RESOLUTION

“Amending the FY 2011 Community Improvement Program, authorizing and appropriating funds in the amount of Twelve Thousand Dollars (\$12,000) for the FY 2011 CIP 412411 Hazardous Materials Emergency Preparedness.”

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 2011 CIP as contained in the 2011 CIP budget; and

WHEREAS, the 2011 CIP contains all sources of 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 \$12,000 from the US Department of Transportation, Pipeline and Hazardous Materials Safety Administration to administer to communities which are at risk from potential Tier II chemical releases;

NOW, THEREFORE, be it resolved that the 2011 CIP be amended as follows:

By adding:

FY 2011 CIP 412411 Hazardous Materials Emergency Preparedness - \$12,000 Federal

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 grant funds in the amount of \$975,000 through the Congestion Mitigation and Air Quality (CMAQ) Program for the Campbell Street Improvements Project be accepted.

(Unanimous vote with the exception of Alderman Ludwig who was absent)

Respectfully submitted,


Clerk of Committee

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

Timothy J. Clougherty
Deputy Public Works Director



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER
Highway Department

February 1, 2011

Honorable Mayor Theodore Gatsas
City of Manchester
Office of the Mayor
One City Hall Plaza
Manchester, NH 03101

Mayor:

We are pleased to inform the Board of Mayor and Aldermen that with the assistance of Southern NH Planning Commission (SNHPC), the Highway Department has secured partial funding for the Campbell Street Improvements Project through the Congestion Mitigation & Air Quality (CMAQ) Program.

The project proposes to improve traffic operations and safety of the congested intersections of US Route 3 and Campbell Street; Hamel Drive and Campbell Street; and Bicentennial Drive and Hamel Drive. The attached plan shows conceptual details of the improvements contemplated.

Proposed is the realignment of the closely spaced intersections of Campbell Street, Hamel Drive, and Bicentennial Drive into a single lane roundabout. This, along with changes to the existing signals and lane configurations at the junction of US Route 3 and Campbell Street, will greatly improve the overall traffic flow.

The total project costs are anticipated to be \$2,550,000. Funding has been secured via this grant in the amount of \$975,000.

Thank you. I will be available should there be any questions regarding this project.

Sincerely,

Kevin A. Sheppard, P.E.

Cc: Timothy Clougherty
David Winslow, P.E.

CITY OF MANCHESTER, NEW HAMPSHIRE
 PLANS OF PROPOSED ROADWAY
 & SIGNALIZATION IMPROVEMENTS
CAMPBELL STREET

MAY 2009

DESIGN DATA	
AVERAGE DAILY TRAFFIC 20 10	22,836 (US 3)
AVERAGE DAILY TRAFFIC 20 20	29,855 (US 3)
PERCENT OF TRUCKS	2%
DESIGN SPEED	30 MPH
LENGTH OF PROJECT	3700'

BEGIN PROJECT
 STA. 298+58

BEGIN CONSTRUCTION
 STA. 303+30

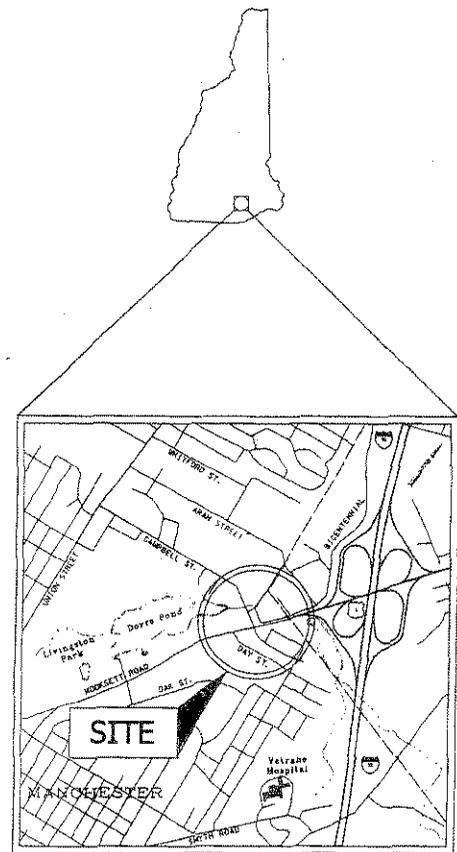
LIMIT OF WORK
 STA. 108+00

LIMIT OF WORK
 STA. 309+50

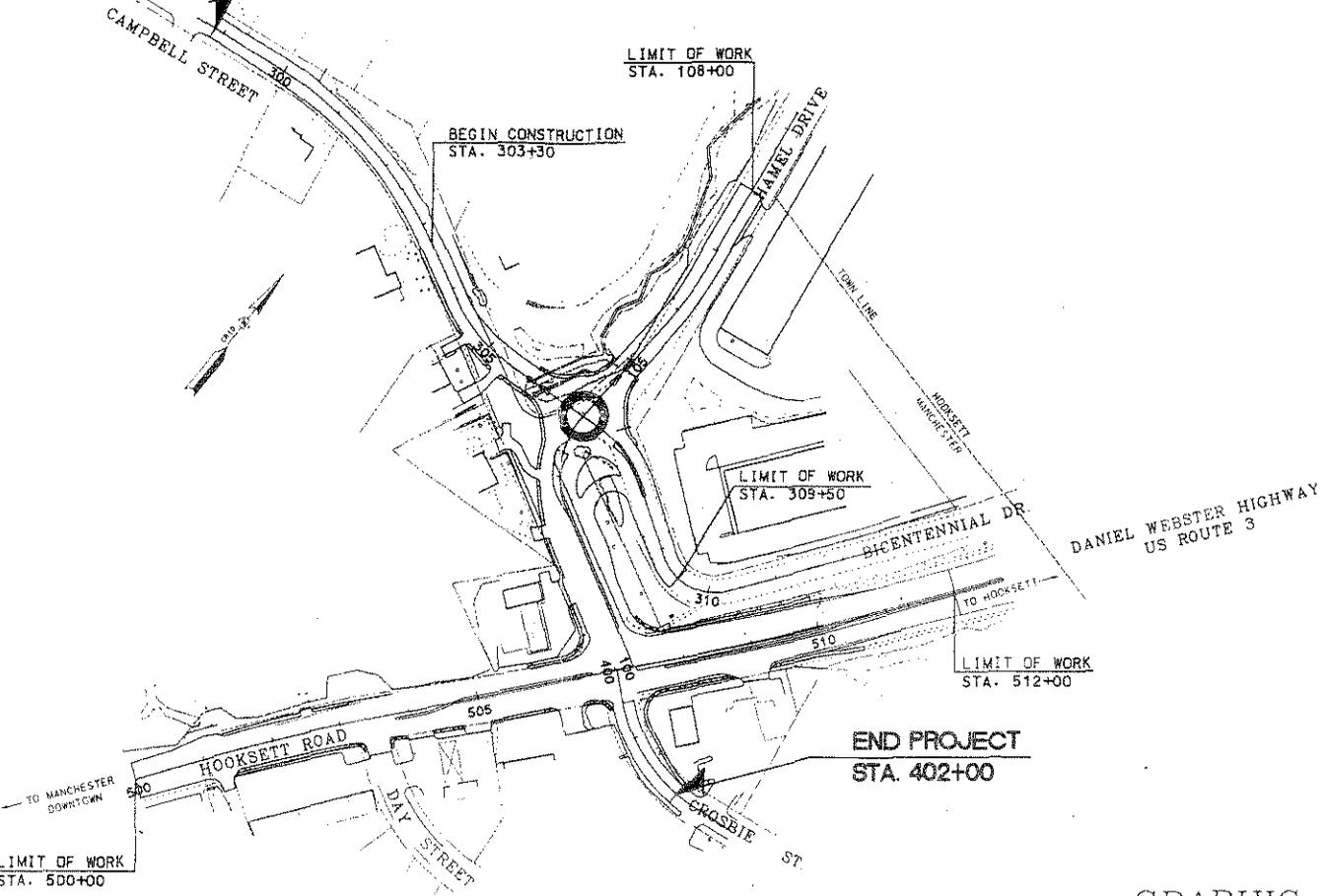
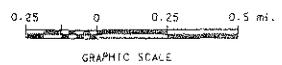
LIMIT OF WORK
 STA. 512+00

END PROJECT
 STA. 402+00

LIMIT OF WORK
 STA. 500+00

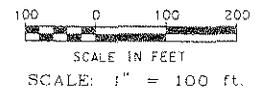


LOCATION MAP



CITY OF MANCHESTER
 HILLSBOROUGH COUNTY

GRAPHIC SCALE



DRAWN BY: XX
 CHECKED BY: XX
 DATE: XX
 DATE: XX

60%
 SUBMISSION
 DATE 5/26/2009

Hoyle, Tanner & Associates, Inc.
© Copyright 2007 Hoyle, Tanner & Associates, Inc.

CITY OF MANCHESTER
 CAMPBELL STREET INTERSECTION DESIGN
FRONT SHEET

MTA PROJECT NO.	FILE NAME	MODEL NAME	HHBOT PROJECT NO.	SHEET NO.	TOTAL SHEETS
093142	093142FNT	COVER	N/A	1	43

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 grant funds in the amount of \$485,000 through the Congestion Mitigation and Air Quality (CMAQ) Program for Phase II of the South Manchester Rail Trail be accepted.

(Unanimous vote with the exception of Alderman Ludwig who was absent)

Respectfully submitted,


Clerk of Committee

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

Timothy J. Clougherty
Deputy Public Works Director

Peter D. Capano, P.E.
Chief of Parks, Recreation & Cemetery



Commission
Angelo Manni, Chairman
Andrew Manning, Clerk
Richard E. Powers
Robert Blaisdell
George "Butch" Joseph

CITY OF MANCHESTER
Highway Department
Parks, Recreation & Cemetery Division

February 1, 2011

Honorable Mayor Theodore Gatsas
City of Manchester
Office of the Mayor
One City Hall Plaza
Manchester, NH 03101

Re: Congestion Mitigation and Air Quality (CMAQ) Grant
South Manchester Rail Trail

Dear Honorable Mayor Gatsas,

The Parks, Recreation and Cemetery Division is pleased to inform you that we have been recommended to the NHDOT to receive a Congestion Mitigation and Air Quality (CMAQ) Grant in the amount of \$485,000.00 for the construction of the second phase of the South Manchester Rail Trail from Gold Street to Goffs Falls Road. The first phase of the South Manchester Rail Trail was constructed from Spring Garden Street to Gold Street and has been highly utilized by local residents and businesses as an alternative mode of transportation. This second phase of the trail will allow connections for residents and businesses to additional amenities such as Goffs Falls Elementary School, The U.S. Post Office, the proposed Super Walmart and safe pedestrian access to The Mall of New Hampshire.

The project's total estimate is \$707,500.00. The City was awarded \$485,000.00 of federal dollars, requiring the City to match \$222,400.00 for the completion of the project.. The Planning Board voted in March 2010 to provide the matching funds from the South Willow Street Improvements account.

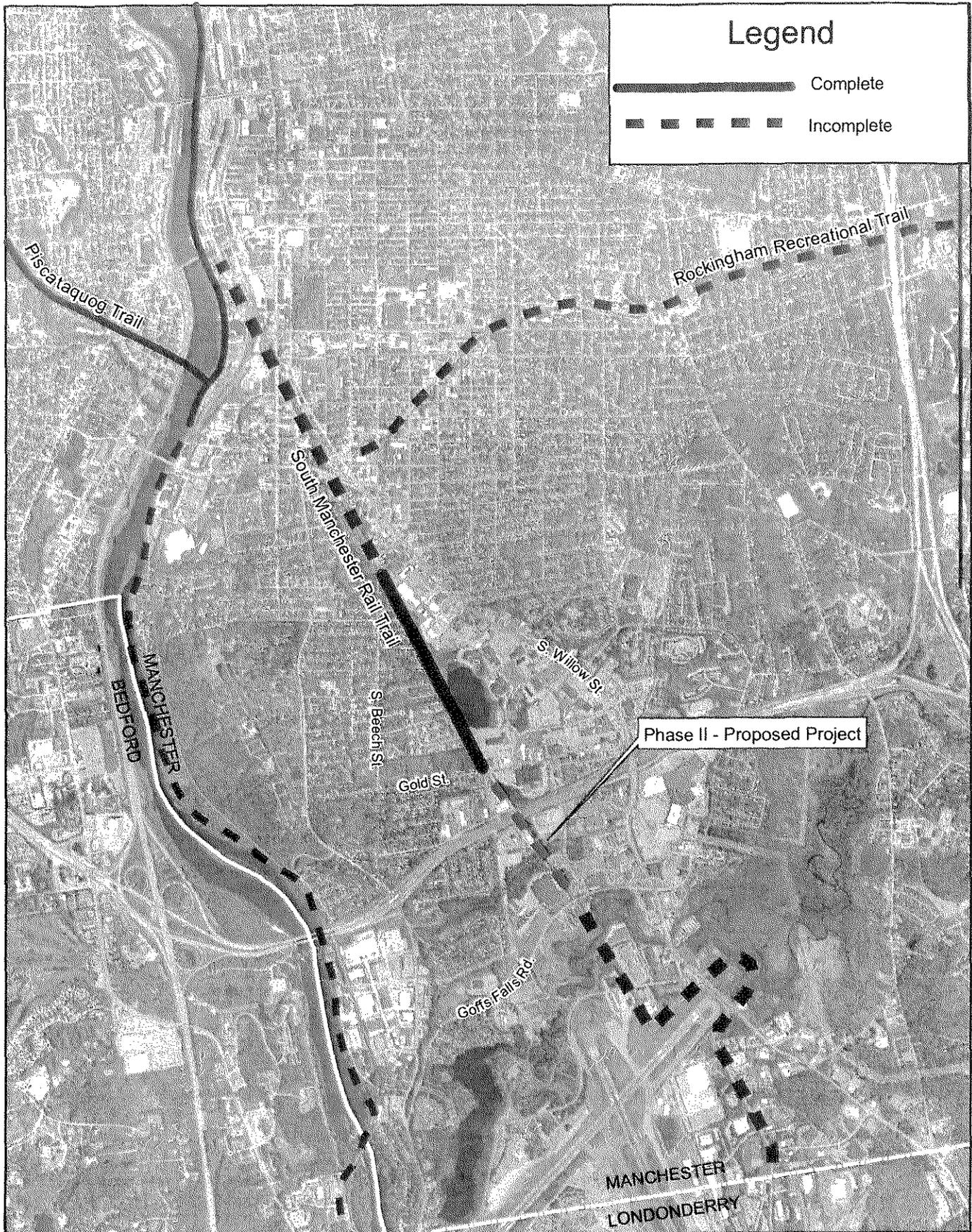
Attached is a Site Location Map of the project.

We look forward to the completion of another phase of this trail to serve the residents and businesses of Manchester.

Sincerely,

Jessica Fleming, E.F.T., LEED AP
Parks Planner

625 Mammoth Rd • Manchester, New Hampshire 03104 • (603) 624-6565 • FAX: (603) 624-6569
Cemetery Section • 765 Brown Ave • Manchester NH 03103 • (603) 624-6514
E-mail: parks@manchesternh.gov • Website: www.manchesternh.gov



Legend

Complete
 Incomplete

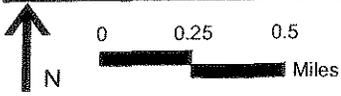


Figure 1
 Site Location Map
 South Manchester Rail Trail
 Manchester, NH

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 Parks, Recreation & Cemetery Division be authorized to send a Letter of Interest to the City of Dover indicating intent to submit an offer on the used pedestrian bridge.

(Unanimous vote with the exception of Alderman Ludwig who was absent)

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Matthew Sherman".

Clerk of Committee

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

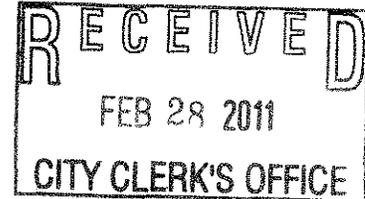
Timothy J. Clougherty
Deputy Public Works Director

Peter D. Capano, P.E.
Chief of Parks, Recreation & Cemetery



Commission
Angelo Manni, Chairman
Andrew Manning, Clerk
Richard E. Powers
Robert Blaisdell
George "Butch" Joseph

CITY OF MANCHESTER
Highway Department
Parks, Recreation & Cemetery Division



February 24, 2011

Alderman Dan O'Neil, Chairman
Community Improvement Program
One City Hall Plaza
Manchester, NH 03101

RE: Piscataquog Trail, Phase IV – Bridge

Dear Alderman O'Neil,

The Parks, Recreation and Cemetery Division would like to inform the Committee on the availability of a used pedestrian bridge, located in Dover, NH, as a potential option for a bridge replacement on the Piscataquog Trail, crossing the Piscataquog River. Preliminary observations of the bridge indicate that further evaluation is necessary to determine if this option is feasible.

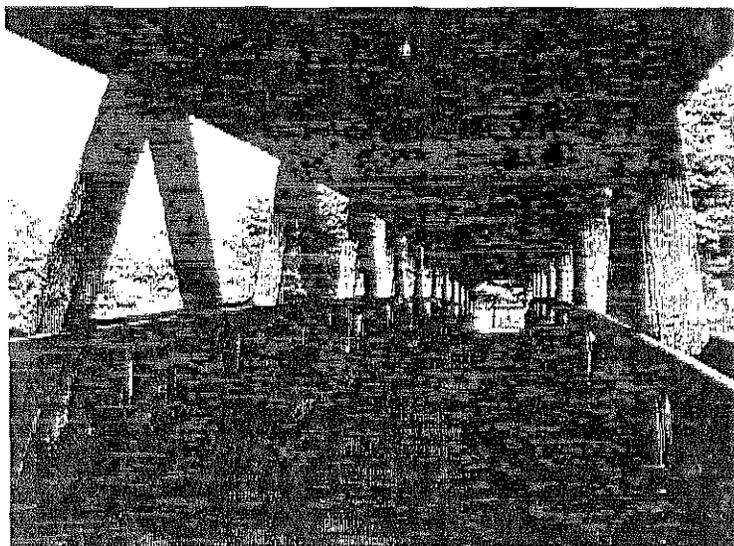
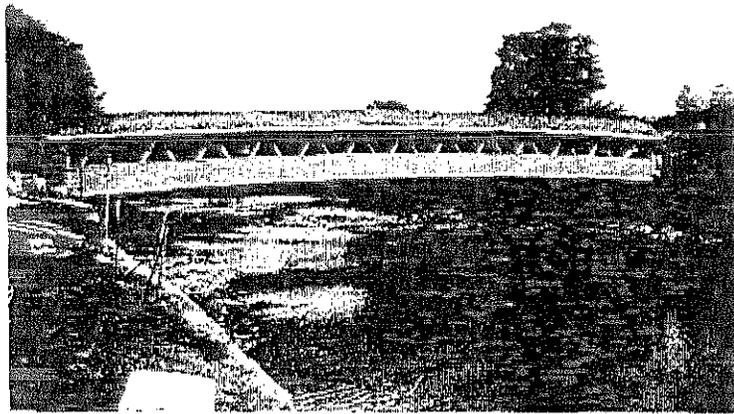
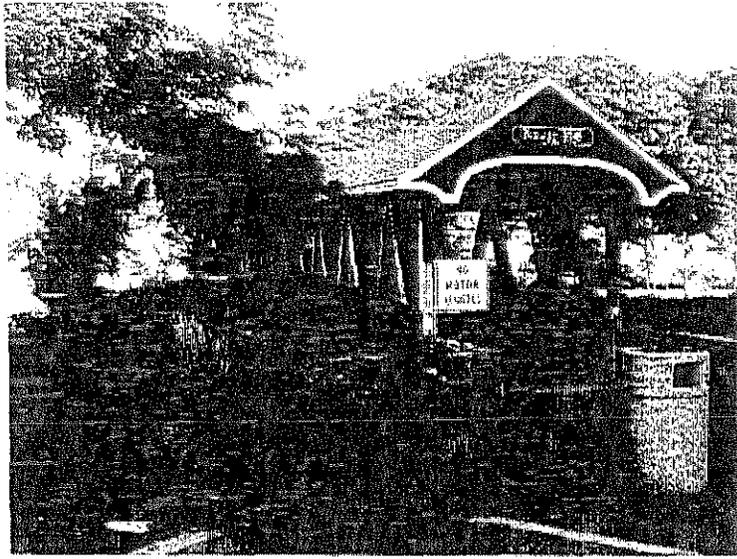
We would like to send a Letter of Interest to the City of Dover to indicate our intent to submit an offer on the bridge in the near future. In addition, we would like to authorize Hoyle, Tanner & Associates to further evaluate the bridge for its reuse on the Piscataquog Trail.

I've included some images of the Dover Bridge as part of this correspondence.

Sincerely,

Jessica Fleming, Parks Planner

cc: Matt Normand, City Clerk
Kevin Sheppard, P.E.
Peter Capano, P.E.
Sam Maranto



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 proposal from Milton CAT of Hopkinton, NH for the lease purchase of a loader backhoe be accepted.

(Unanimous vote with the exception of Alderman Ludwig who was absent)

Respectfully submitted,


Clerk of Committee

LOUIS C. D'ALLESANDRO
President

DYLAN R. CRUESS
Clerk

WILLIAM A. BEATON
BERNARD G. GARRITY, JR.
PHILLIP SAPIENZA
PAUL G. LESSARD

Ex Officio
HON. THEODORE L. GATSAS
Mayor

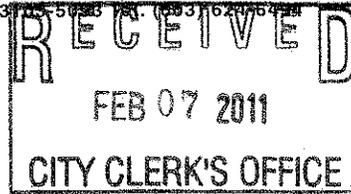
THOMAS M. BOWEN, P.E.
Director and Chief Engineer

ROBERT BEAURIVAGE, P.E.
Asst. Director



MANCHESTER WATER WORKS

281 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03101-5023 Tel: (603) 624-6424



February 7, 2011

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

In Board of Mayor and Aldermen

Date: 2/15/11

On motion of Ald. O'Neil

Seconded by Ald. Shea

Voted to refer to the Committee on
Community Improvement.

RE: LEASE PURCHASE OF LOADER BACKHOE

Matthew Bernard City Clerk

Dear Members of the Board of Mayor and Aldermen:

Please find attached for your consideration a proposal from Milton CAT of Hopkinton, NH for the lease purchase of a 2011 CAT 420E loader backhoe. The total price of the equipment as specified is \$83,000.00 with a net purchase amount of \$75,286.00 with required attachments and trade of our 1996 Case machine.

The purchase is being made under the terms of the Procurement Code which allow for extensions of existing bids. The Board will recall the Manchester Highway Department recently purchased an identical machine from Milton CAT under the terms of a 5-year lease purchase agreement.

The proposal as submitted was approved by the Board of Water Commissioners at their meeting on January 31, 2011 at an annual payment of \$16,250.04 for the 5-year lease purchase agreement.

We respectfully request the Board's favorable consideration of this proposal.

Sincerely,

Tom Bowen

Thomas M. Bowen, P.E.
Director

Enclosure

Memo

- 9 -
1-31-11

January 25, 2011

TO: BOARD OF WATER COMMISSIONERS

FROM: *TMB* THOMAS M. BOWEN, P.E., DIRECTOR

RE: PROPOSAL FROM MILTON CAT FOR 5-YR. LEASE OF LOADER/BACKHOE

Attached for the Board's consideration is a January 15, 2011 letter from Jacqueline Benard, Governmental Machine Sales Director for Milton CAT out of Hopkinton, NH, with a price quotation for a 2011 CAT 420E backhoe with appropriate attachments to facilitate hydraulic hammer. The total price of the equipment is \$83,000.00 which is based upon a recent bid awarded by the Manchester Highway Department. Under the terms of the Procurement Code, the Water Works is authorized to make purchases based on prior bids awarded by either State or other municipal entities. The actual cost with the trade and required accessories comes to \$75,286.00, which is slightly less than anticipated.

The department during the budget process had proposed that this purchase would be made on the basis of a 5-year lease agreement. Milton CAT has provided the department with a proposal under which the department would enter into a lease payment agreement for 5 years at an annual cost of \$16,250.04 with a \$1.00 buyout at the end of the lease period. This amount is less than the \$17,000.00 which was estimated for the purposes of the budget.

IT IS THEREFORE RECOMMENDED THAT THE BOARD ACCEPT THE PROPOSAL FROM MILTON CAT FOR THE LOADER/BACKHOE AS SUBMITTED AND AUTHORIZE THE DIRECTOR TO FORWARD THE PROPOSAL TO THE BMA FOR THEIR APPROVAL OF THE 5-YEAR LEASE.

TMB:ds

Attachments

bwc2

Manchester Water Works

281 Lincoln St., Manchester, NH 03103, tel. 603-624-6494, fax: 603-628-6020



MILTON CAT
 554 Maple Street
 Hopkinton, NH 03229
 (603) 746-4611

1/15/2011

City of Manchester
 Water Works Division
 281 Lincoln Street
 Manchester, NH 03103

Re: Procurement of Backhoe Loader by way of Competitive Bid FY10-500-91

To Whom It May Concern,

The procurement of a new Caterpillar Backhoe Loader has been approved through the competitive bidding process established under the City of Manchester's, Bid FY10-500-91.

Caterpillar approves and recognizes the Manchester Water Works Department as a separate entity but an inclusive entity able to reap the benefits of the multiple machine purchase discount under bid FY10-500-91. All program incentives given to City of Manchester Highway Department shall be passed onto the City of Manchester Water Works Division should they pursue an immediate purchase of a new Caterpillar backhoe loader. Comparison shall be based according to the original bid from the City of Manchester's Highway Department, which has been provided.

The differences of between the highway backhoe loader and a possible purchase of a new 420E IT backhoe loader are listed below.

- | | |
|---|--|
| <ul style="list-style-type: none"> • <u>420E IT Highway Department</u> • Auto Shift Transmission • Front Loader Bucket 4in1 (jaw bucket) • Standard Hydraulic Lines • Direct Pin-on Rear Digging Bucket • No Additional Hydraulics • Price: \$ 95,000.00 | <ul style="list-style-type: none"> • <u>420E IT proposed for Water Works Division</u> ✓ Standard Transmission Standard Front Loader Bucket Heavy Duty Hammer Hydraulic Lines Wain Roy Quick Coupler Digging Bucket Wain Roy Hydraulic Quick Coupler Price: \$ 83,000.00 |
|---|--|

Proposed Water Works 420E IT would include the additional items listed below:

1. 48" Pallet Forks \$ 3,400.00
2. 12" Wain Roy Digging Bucket \$ 1,386.00
3. 60 Months/5,000 hours of Extended Insurance Coverage @ no additional cost due to *FY10-500-91 Bid Award.*

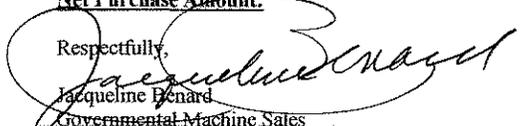
Please review the proposed Water Works Department 420E IT in its entirety as follows:

- 420E IT New Caterpillar Backhoe Loader \$ 83,000.00
- Air Conditioning
- Ride Control
- Hydraulic Heavy Duty Hammer Lines
- Standard Shift Transmission
- Wain Roy Hydraulic QC
- Wain Roy 24" Digging Bucket
- 6 Function Hydraulics
- Mounted Emergency Beacon Light
- Engine Block Heater

Additional Items:

- Caterpillar 48" Pallet Forks \$ 3,400.00
 - Wain Roy 12" Digging Bucket \$ 1,386.00
- Sub-Total: \$ 87,786.00 Sub Total
- Trade Allowances Approved: \$ (12,500.00) Trades
- Net Purchase Amount: \$ 75,286.00**

Respectfully,


 Jacqueline Benard
 Governmental Machine Sales
 Hopkinton, NH
 Office (603) 746-8655

Corporate Headquarters:

100 Quarry Drive Milford, MA 01757 508.634.3400	15 Kendrick Road, Rt. 28 Wareham, MA 02571 508.291.1200	2158 Plainfield Pike Cranston, RI 02920 401.946.6350	554 Maple Street Hopkinton, NH 03229 603.746.4611	780 Rt. 103 Warner, NH 03278 603.746.4671	One Cat Lane, Rt. 2 Richmond, VT 05477 802.434.4228
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79 Robertson Boulevard Brewer, ME 04412 207.989.1890	16 Pleasant Hill Road Scarborough, ME 04070 207.883.9586	500 Commerce Drive Clifton Park, NY 12065 518.877.8000	294 Ainsley Drive Syracuse, NY 13210 315.476.9981	4610 E. Saile Drive Batavia, NY 14020 585.815.6200	55 Industrial Park Drive Binghamton, NY 13904 607.772.6500
--	--	--	---	--	--



MILTON CAT
 554 Maple Street
 Hopkinton, NH 03229
 (603) 746-4611

1/15/2011

Re: Finance Proposal

City of Manchester
 Water Works Division
 281 Lincoln Street
 Manchester, NH 03103

Please review the following CAT Financing proposal:

AMOUNT FINANCED	TERM*	RATE**	ANNUAL/ADVANCE PAYMENT AMOUNT
CAT FINANCIAL			
\$ 75,286.00	5 Years	3.75000%	\$ 16,250.04

*The term and payment amounts are based on advance annual payments with the one dollar (\$1.00) buy out at the end of the lease period. *Non-appropriations* clause built into contract with no prepayment penalties.

**Rate to be verified prior to acceptance.

It has been a pleasure providing you with this finance proposal for your Caterpillar machinery needs.

Thank you,

Jacqueline Benard
 Governmental Machine Sales
 Hopkinton, NH
 (603) 746-8655 Office
 (603) 746-8686 Fax

Corporate Headquarters:

100 Quarry Drive
 Milford, MA 01757
 508.634.3400

14 Kendrick Road, Rt. 28
 Wareham, MA 02571
 508.291.1200

2158 Plainfield Pike
 Cranston, RI 02920
 401.946.6350

554 Maple Street
 Hopkinton, NH 03229
 603.746.4611

780 Rt. 103
 Warner, NH 03278
 603.746.4671

One Cat Lane, Rt. 2
 Richmond, VT 05477
 802.434.4228

79 Robertson Boulevard
 Brewer, ME 04412
 207.989.1890

16 Pleasant Hill Road
 Scarborough, ME 04070
 207.883.9586

500 Commerce Drive
 Clifton Park, NY 12065
 518.877.8000

294 Ainsley Drive
 Syracuse, NY 13210
 315.476.9981

4610 E. Saile Drive
 Batavia, NY 14020
 585.815.6200

55 Industrial Park Drive
 Binghamton, NY 13904
 607.772.6500

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 Municipal Energy Reduction Fund loan in the amount of \$400,000 be accepted.

The Committee further recommends that CIP staff report to the Board of Mayor and Aldermen at the March 15, 2011 meeting with a recommendation of a funding source for repayment of the debt service.

(Unanimous vote with the exception of Alderman Ludwig who was absent)

Respectfully submitted,


Clerk of Committee



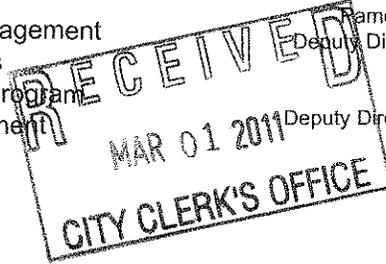
CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Leon L. LaFreniere, AICP
Director

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations



To: Daniel P. O'Neil, Chair &
CIP Aldermanic Committee

From: Sam Maranto, CIP Manager

Date: February 28, 2011

Subject: Municipal Energy Reduction Fund

The New Hampshire Community Development Finance Authority has notified the City that our application for funding consideration through their Municipal Energy Reduction Fund (MERF) has been approved. The Authority has made available to the City \$400,000 to cover the costs for various energy efficiency measures as identified in the energy audit report conducted by Aramark Management Services. These funds are provided as a low interest loan to be paid back over ten years with the projects savings making up all or most of the annual debt service payment.

The types of eligible activities include new lighting controls, boiler replacements, insulation, weather-stripping and retro-commissioning/recalibration of system controls. In addition to the estimated reduction in energy costs further savings should also be realized through decreased maintenance /repair requirements and overall comfort in the affected facilities will improve as well.

At the time of application Staff had anticipated utilizing CDBG Funds to cover any of the debt service payments that could not be paid for with the cost savings realized through reduced energy consumption. However, given the uncertainties that presently exist with the level of funding for the CDBG Program I would like direction from this Committee as to whether or not it wishes to participate in the MERF absent of or with diminished CDBG monies.

Attachments:

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 or (603) 624-6475 Fax: (603) 624-6529 or (603) 624-6324
E-Mail: pcd@manchesternh.gov
www.manchesternh.gov

City of Manchester, NH
City Hall and Library Energy Projects Identified



<i>BUILDING</i>	<i>ENERGY CONSERVATION MEASURE</i>	<i>MEASURE DESCRIPTION / COMMENTS</i>	<i>ESTIMATED COST \$</i>	<i>TOTAL SAVINGS \$</i>	<i>GHG Reduction (MTCDE)</i>	<i>Simple Payback (Years)</i>
City Hall	Retro-commissioning	Investigation and testing of HVAC systems to mitigate comfort problems and high energy use.	\$37,500	\$ 8,521	33.1	4.4
City Hall	Building Envelope	Replace Windows in City Hall West	\$180,000	\$ 3,131	15.1	57.5
City Hall	Building Envelope	Weather strip doors, block gym relief dampers, seal rooftop ventilators - Block hole in ceiling between top floor and attic	\$21,620	\$ 1,392	6.7	15.5
City Hall	Boiler and Burner Upgrades	Replace steam boiler and steam to HW heat exchanger with high efficiency condensing type HW boiler	\$135,000	\$ 1,965	9.5	68.7
City Hall	Lighting Upgrades	About 450 upgrades including selected fluorescent fixture replacement / upgrades.	\$66,752	\$ 7,469	25.3	7.5
City Hall	Optimize Control	Schedule DHW heater to occupied hours	\$600	\$ 64	0.2	9.3

City of Manchester, NH
City Hall and Library Energy Projects Identified



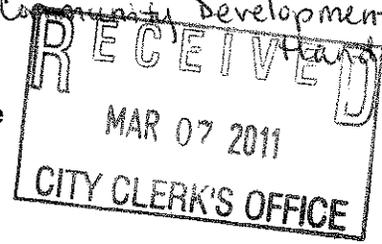
<i>BUILDING</i>	<i>ENERGY CONSERVATION MEASURE</i>	<i>MEASURE DESCRIPTION / COMMENTS</i>	<i>ESTIMATED COST \$</i>	<i>TOTAL SAVINGS \$</i>	<i>GHG Reduction (MTCDE)</i>	<i>Simple Payback (Years)</i>
City Hall	Retro-commissioning	Optimize heating hot water pump set points to allow VFD to modulate flow	\$5,700	\$ 1,958	6.9	2.9
City Hall	Building Envelope	Add cellulose attic insulation	\$23,000	\$ 1,159	5.6	19.8
Carpenter Library	Lighting Upgrades	About 340 upgrades including selected fluorescent fixture replacement / upgrades.	\$89,152	\$ 13,210	44.8	6.7
Carpenter Library	Building Envelope	Alter decorative window in front main stairwell to have a second insulated pane	\$2,128	\$ 61	0.3	35.2
Carpenter Library	Retro-commissioning	Optimize heating hot water pump set points to allow VFD to modulate flow	\$1,300	\$ 4,209	14.7	0.3
Carpenter Library	Boiler and Burner Upgrades	Replace gas fired HW boiler with high efficiency condensing type	\$150,000	\$ 3,153	15.2	47.6
Carpenter Library	Building Envelope	Weather strip doors, seal rooftop ventilators	\$2,800	\$ 195	0.9	14.4
Carpenter Library	Retro-commissioning	Reset HW temp based on amount of valves calling for heat	\$1,500	\$ 749	3.6	2.0

**City of Manchester, NH
City Hall and Library Energy Projects Identified**



<i>BUILDING</i>	<i>ENERGY CONSERVATION MEASURE</i>	<i>MEASURE DESCRIPTION / COMMENTS</i>	<i>ESTIMATED COST \$</i>	<i>TOTAL SAVINGS \$</i>	<i>GHG Reduction (MTCDE)</i>	<i>Simple Payback (Years)</i>
West Library	Boiler and Burner Upgrades	Repair or replace the existing HHW boiler to improve its reliability in order to keep the back-up electric baseboard from use	\$80,000	\$ 1,148	4.7	69.7
West Library	Optimize Control	Disable heating system (incl electric BB) when OA> 60F	\$600	\$ 339	1.6	1.8
West Library	Lighting Upgrades	Approximately 65 upgrades, replace T-12 lamps w/magnetic ballasts with T-8 lamps w/electronic ballasts. Upgrade to high efficiency fixtures, correct lighting levels.	\$5,600	\$ 885	3.0	5.0
West Library	Building Envelope	Weather strip doors	\$1,456	\$ 146	0.7	10.0
			\$ 804,708	\$ 49,755	\$ 192	16.2

March 7, 2011 Committee on Community Improvement
 Planning & Community Development Dept.
 Handwritten



Municipal Energy Reduction Program Repayment Schedule

\$400,000 Loan Maximum

Date	Principal	Interest	Rate	Debt Service
12/1/2011	\$ 40,000.00	\$ 5,880.00	1.25%	\$ 45,880.00
12/1/2012	\$ 40,000.00	\$ 9,600.00	1.25%	\$ 49,600.00
12/1/2013	\$ 40,000.00	\$ 8,600.00	2.00%	\$ 48,600.00
12/1/2014	\$ 40,000.00	\$ 7,600.00	2.00%	\$ 47,600.00
12/1/2015	\$ 40,000.00	\$ 6,600.00	2.00%	\$ 46,600.00
12/1/2016	\$ 40,000.00	\$ 5,600.00	2.00%	\$ 45,600.00
12/1/2017	\$ 40,000.00	\$ 4,600.00	2.00%	\$ 44,600.00
12/1/2018	\$ 40,000.00	\$ 3,600.00	3.00%	\$ 43,600.00
12/1/2019	\$ 40,000.00	\$ 2,400.00	3.00%	\$ 42,400.00
12/1/2020	\$ 40,000.00	\$ 1,200.00	3.00%	\$ 41,200.00
	\$ 400,000.00	\$ 55,680.00		\$ 455,680.00

Per \$100,000

Date	Principal	Interest	Rate	Debt Service
12/1/2011	\$ 10,000.00	\$ 1,470.00	1.25%	\$ 11,470.00
12/1/2012	\$ 10,000.00	\$ 2,400.00	1.25%	\$ 12,400.00
12/1/2013	\$ 10,000.00	\$ 2,150.00	2.00%	\$ 12,150.00
12/1/2014	\$ 10,000.00	\$ 1,900.00	2.00%	\$ 11,900.00
12/1/2015	\$ 10,000.00	\$ 1,650.00	2.00%	\$ 11,650.00
12/1/2016	\$ 10,000.00	\$ 1,400.00	2.00%	\$ 11,400.00
12/1/2017	\$ 10,000.00	\$ 1,150.00	2.00%	\$ 11,150.00
12/1/2018	\$ 10,000.00	\$ 900.00	3.00%	\$ 10,900.00
12/1/2019	\$ 10,000.00	\$ 600.00	3.00%	\$ 10,600.00
12/1/2020	\$ 10,000.00	\$ 300.00	3.00%	\$ 10,300.00
	\$ 100,000.00	\$ 13,920.00		\$ 113,920.00

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

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the following regulations governing standing, stopping, parking and operation of vehicles, be adopted pursuant to Chapter 70 of the Code of Ordinances of the City of Manchester and put into effect when duly advertised and the districts affected thereby duly posted as required by the provisions of that Chapter and Chapter 335 of the Sessions Laws of 1951.

Section 70.36 Stopping, Standing, or Parking Prohibited

RESCIND RESIDENT PARKING ONLY DURING SCHOOL HOURS – EMERGENCY ORDINANCE:

On Maple Street, east side, from Bridge Street to a point 120 feet south
(Ord. 9989)
Alderman Roy

RESIDENT PARKING ONLY DURING SCHOOL HOURS – EMERGENCY ORDINANCE:

On Maple Street, east side, from a point 30 feet south of Bridge Street to a point
46 feet south
Alderman Roy

TWO HOUR PARKING MONDAY-FRIDAY – 8:00 AM-5:00 PM EMERGENCY ORDINANCE:

On Maple Street, east side, from a point 76 feet south of Bridge Street to a point
44 feet south
Alderman Roy

TRAFFIC SIGNALS - UNION STREET AND WEBSTER STREET:

On Webster Street, install protected/permissive (green left arrow) signals – eastbound and westbound

Alderman Craig

Alderman Long

Alderman Ludwig

STOP SIGN:

On Smyth Road (Extension to Holmes Drive) at Smyth Road – NWC

Alderman Craig

NO PARKING ANYTIME:

On Cypress Street, east side, from Auburn Street to a point 50 feet south

Alderman Osborne

RESCIND NO PARKING TOW ZONE (ANYTIME):

Amherst Street, both sides, from Ash Street to Beech Street

ORD 8643

Alderman Roy

NO PARKING TOW ZONE MONDAY-FRIDAY – 6:00 AM-4:00 PM:

Amherst Street, both sides, from Ash Street to Beech Street

Alderman Roy

RESCIND NO PARKING ANYTIME:

On Trolley Street, east side from a point 195 feet north of Hickory Street to a point 400 feet northerly (Ord. 9609)

Alderman DeVries

(Unanimous vote)

Respectfully submitted,



Clerk of Committee

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

The Committee on Public Safety, Health and Traffic respectfully advises, after due and careful consideration, that the communication from Alderman Greazzo regarding policies and procedures related to snow emergencies has been received and filed.

(Unanimous vote)

Respectfully submitted,


Clerk of Committee



CITY OF MANCHESTER
Board of Aldermen

MEMORANDUM

TO: Chairman Jim Roy
Committee on Public Safety, Health & Traffic

FROM: Alderman Phil Greazzo *AG*
Ward 10

RE: Policies & Procedures Related to a Snow Emergency

DATE: February 15, 2011

On February 1, 2011, the Board of Mayor and Aldermen voted to waive the towing fees associated with a vehicle stolen in Bedford and belonging to a Goffstown resident. The vehicle, left on a Manchester street, was towed during a snow emergency to the City's impound lot along with one hundred and twenty-one other vehicles. During the declaration of a snow emergency, it remains the priority of the Manchester Police Department to assist the Highway Department in removing illegally parked vehicles off City streets which in turn, allows Highway personnel to safely and efficiently plow our neighborhoods. It is not their priority during a snow emergency to determine the location of these vehicle owners.

I feel that this Board may have set a dangerous precedent for the hundreds of vehicles towed during snow emergencies annually. I am respectfully requesting that your committee review the City's existing policies and procedures for towing vehicles during a snow emergency and implement the necessary changes. Thank you.

pc: Board of Mayor and Aldermen

In Board of Mayor and Aldermen
Date: 2/15/11
On motion of Ald. Greazzo
Seconded by Ald. Roy
Voted to refer to the Committee on
Public Safety, Health and Traffic.

Matthew Hammond City Clerk

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

The Committee on Public Safety, Health and Traffic respectfully advises, after due and careful consideration, that the communication from Alderman Arnold related to animal cruelty ordinances has been received and filed.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Matthew Spormann".

Clerk of Committee



CITY OF MANCHESTER
Board of Aldermen

MEMORANDUM

To: Board of Mayor and Aldermen

In Board of Mayor and Aldermen

Date: 3/1/11

From: Alderman Patrick Arnold *PA*

On motion of Ald. Arnold

Seconded by Ald. Shea

**Voted to refer to the Committee on Public
Safety, Health and Traffic.**

Date: March 1, 2011

Patrick Shea City Clerk

Re: Organized dog fighting in Manchester

Recently, a constituent called me with concerns over organized dog fighting activities in the City of Manchester. I consulted with law enforcement officers, and it disturbed me to learn that such activities are indeed occurring in our community. Surely you agree that this heinous cruelty and abuse should be investigated and prosecuted to the full extent of the law.

To address this problem, I respectfully request that this Board evaluate the applicability and enforceability of any and all current ordinances that are relevant (e.g. gambling restrictions, humane treatment of animals). I further request that we consider whether any existing ordinances should be revised or any new ordinances enacted to enhance law enforcement efforts.

Thank you for your consideration of this matter.

March 7, 2011 Committee on
Public Safety, Health and
Traffic Item #5

From: KellyHurst228@gmail.com [mailto:KellyHurst228@gmail.com]

Sent: Sun 2/27/2011 11:43 AM

To: Roy, James

Subject: Public Safety, Health, & Traffic Committee

Dear Alderman Roy, I'm contacting you today about a troubling issue that has come to my attention regarding the City of Manchester. As Chair of the Public Safety, Health, & Traffic Committee, I'm sure it will trouble you as well, and find it worthy of bringing before your committee. I am involved with curbing the growing problem of dog fighting in Manchester. As I'm sure you agree, dog fighting is an unspeakable, barbaric act of animal cruelty that can not be tolerated in our city. An integral part of combating this problem in any community is its Animal Control Officers. It has come to my attention that Manchester, despite her size, currently has only one. This is woefully inadequate. I understand there used to be two; however, that too is not enough. Could you please tell me why we have only one, and what can be done to add more to our fine police department. I understand that economic times are tough, and every municipality must make difficult budgeting decisions. However, public safety can not be compromised. While dog fighting in itself is reprehensible, it has many reverberations within a community. With dog fighting comes drug dealing, gun running, and human violence. An entire community is also put at risk for the possibility of an escaped, unvaccinated, unregistered, and unsocialized fighting dog attacking people and property. Again, these issues are professionally and expertly handled by Animal Control Officers. Manchester needs and deserves more than one. The many issues surrounding that of dog fighting directly impact, and relate to, Public Safety & Health. Dog fighting is a growing underground in Manchester at an alarming rate. I would be happy to offer you further information and statistics. One of the basic things a city can do to combat the problem is provide an adequate number of professionally trained Animal Control Officers. I look forward to hearing back from you. Respectfully, Kelly Hurst 90 Golfview Dr. Manchester

Kelly Hurst

Exhibition of Fighting Animals RSA 644:8-a

- **4 Ways to Violate Statute (A-D)**

- **Elements of (A):**

1. keeping, breeding or training any bird, dog or other animal
2. with intent that it or its offspring be engaged or used in exhibition of fighting.

- **Elements of (B):**

1. knowingly
2. establishing or promoting an exhibition of animals fighting

- **Elements of (C):**

1. being present at any place or building when preparation are being made for exhibition of animals fighting
2. with intent to be present at such exhibition

- **Elements of (D):**

- 1) knowingly
- 2) being present at, aiding in, or contributing to such exhibition

Fighting Animals - cont.

- The penalty is a Class B felony.
- Animals so kept bred or trained by person charged with violating this statute may be seized by arresting officer.
- Costs of boarding animals pending disposition of case to be borne by person convicted

644:8 Cruelty to Animals.

I. In this section, "cruelty" shall include, but not be limited to, acts or omissions injurious or detrimental to the health, safety or welfare of any animal, including the abandoning of any animal without proper provision for its care, sustenance, protection or shelter.

II. In this section, "animal" means a domestic animal, a household pet or a wild animal in captivity.

<[Paragraph II-a effective until January 1, 2009; see also paragraph II-a set out below.]>

II-a. In this section, "shelter" or "necessary shelter" for dogs shall mean any natural or artificial area which provides protection from the direct sunlight when that sunlight is likely to cause heat exhaustion of a dog tied or caged outside. Shelter from inclement weather shall have an area within to afford the dog the ability to stand up, turn around and lie down, and be of proportionate size as to allow the natural body heat of the dog to be retained.

<[Paragraph II-a effective January 1, 2009; see also paragraph II-a set out above.]>

II-a. In this section, "shelter" or "necessary shelter" for dogs shall mean any natural or artificial area which provides protection from the direct sunlight and adequate air circulation when that sunlight is likely to cause heat exhaustion of a dog tied or caged outside. Shelter from the weather shall allow the dog to remain clean and dry. Shelter shall be structurally sound and have an area within to afford the dog the ability to stand up, turn around and lie down, and be of proportionate size as to allow the natural body heat of the dog to be retained.

III. A person is guilty of a misdemeanor for a first offense, and of a class B felony for a second or subsequent offense, who:

(a) Without lawful authority negligently deprives or causes to be deprived any animal in his possession or custody necessary care, sustenance or shelter;

(b) Negligently beats, cruelly whips, tortures, mutilates or in any other manner mistreats or causes to be mistreated any animal;

(c) Negligently overdrives, overworks, drives when overloaded, or otherwise abuses or misuses any animal intended for or used for labor;

(d) Negligently transports any animal in his possession or custody in a manner injurious to the health, safety or physical well-being of such animal;

(e) Negligently abandons any animal previously in his possession or custody by causing such animal to be left without supervision or adequate provision for its care, sustenance or shelter; or

(f) Otherwise negligently permits or causes any animal in his possession or custody to be subjected to cruelty, inhumane treatment or unnecessary suffering of any kind.

III-a. A person is guilty of a class B felony who purposely beats, cruelly whips, tortures, or mutilates any animal or causes any animal to be beaten, cruelly whipped, tortured, or mutilated.

IV. (a) In addition to being guilty of crimes as provided in paragraphs III and III-a, any person charged with cruelty to animals may have his or her animal confiscated by the arresting officer and, upon said person's conviction of cruelty to animals, the court may dispose of said animal in any manner it decides. Courts shall give cases in which animals have been confiscated by an arresting officer priority on the court calendar. The costs, if any, incurred in boarding and treating the animal, pending disposition of the case, and in disposing of the animal, upon a conviction of said person for cruelty to animals, shall be borne by the person so convicted. In addition, the court may prohibit any person convicted of animal cruelty from having future ownership or custody of other animals for any period of time the court deems reasonable or impose any other reasonable restrictions on the person's future ownership or custody of animals as necessary for the protection of the animals.

(b) If a person convicted of cruelty to animals appeals the conviction and any confiscated animal remains in the custody of the arresting officer or the officer's designee pending disposition of the appeal, in order for the appellant to maintain a future interest in the animal, the trial court may require the appellant to post a bond or other security in an amount not exceeding \$2,000 for each animal in custody for costs expected to be incurred for the board and care of the animal during the appeal. If the conviction is affirmed on appeal, the costs incurred for the board and

care of the animal shall be paid to the custodian from the posted security and the balance, if any, returned to the person who posted it.

IV-a. (a) Except as provided in subparagraphs (b) and (c) any appropriate law enforcement officer, animal control officer, or officer of a duly licensed humane society may take into temporary protective custody any animal when there is probable cause to believe that it has been or is being abused or neglected in violation of paragraphs III or III-a when there is a clear and imminent danger to the animal's health or life and there is not sufficient time to obtain a court order. Such officer shall leave a written notice indicating the type and number of animals taken into protective custody, the name of the officer, the time and date taken, the reason it was taken, the procedure to have the animal returned and any other relevant information. Such notice shall be left at the location where the animal was taken into custody. The officer shall provide for proper care and housing of any animal taken into protective custody under this paragraph. If, after 7 days, the animal has not been returned or claimed, the officer shall petition the municipal or district court seeking either permanent custody or a one-week extension of custody or shall file charges under this section. If a week's extension is granted by the court and after a period of 14 days the animal remains unclaimed, the title and custody of the animal shall rest with the officer on behalf of the officer's department or society. The department or society may dispose of the animal in any lawful and humane manner as if it were the rightful owner. If after 14 days the officer or the officer's department determines that charges should be filed under this section, the officer shall petition the court.

(b) For purposes of subparagraph (a) the investigating officer for livestock, as defined in RSA 427:38, III, shall be accompanied by a veterinarian licensed under RSA 332-B or the state veterinarian who shall set the probable cause criteria for taking the animal or animals.

(c)(1) For purposes of subparagraph (a), for facilities licensed to conduct live running or harness horseracing or live dog racing pursuant to RSA 284, the appropriate law enforcement officer, animal control officer, or officer of a duly licensed humane society shall:

(A) Notify the director of the pari-mutuel commission of the circumstances arising under subparagraph (a);

(B) Enter the grounds of the facility with the director of the pari-mutuel commission or such person designated by the director of the pari-mutuel commission;

(C) Take such horses or dogs into temporary protective custody as determined by the director of the pari-mutuel commission or such person designated by the director of the pari-mutuel commission; and

(D) Comply with subparagraph (a) after taking a horse or dog from a facility licensed pursuant to RSA 284 into temporary protective custody.

(2) This paragraph shall not preempt existing or enforcement authority of the pari-mutuel commission, pursuant to RSA 284 or rules and regulations adopted pursuant to such authority.

V. A veterinarian licensed to practice in the state shall be held harmless from either criminal or civil liability for any decisions made for services rendered under the provisions of this section or RSA 435:11-16. Such a veterinarian is, therefore, under this paragraph, protected from a lawsuit for his part in an investigation of cruelty to animals.

HISTORY

Source. 1971, 518:1. 1975, 460:1. 1979, 23:1. 1981, 575:2. 1982, 8:4. 1983, 231:2. 1985, 72:3. 1989, 57:1. 1994, 234:1-3. 1998, 283:1. 1999, 152:1; 308:1. 2000, 4:1, eff. Feb. 4, 2000. 2008, 240:1, eff. Jan. 1, 2009; 288:1, 2, eff. July 1, 2008.

Amendments--2008. Paragraph II-a: Chapter 240:1 inserted "and adequate air circulation" following "direct sunlight" in the first sentence and substituted "from the weather shall allow the dog to remain clean and dry. Shelter shall be structurally sound and have" for "from inclement weather shall have" thereby creating two sentences.

Paragraph IV-a(a); Chapter 288:1 substituted "subparagraphs (b) and (c)" for "subparagraph (b)" and inserted "or is being" following "that it has been" in the first sentence.

Paragraph IV-a(c): Amended generally by ch. 288:2.

644:8-a Exhibitions of Fighting Animals.

I. No person shall keep, breed, or train any bird, dog, or other animal, with the intent that it or its offspring shall be engaged or used in an exhibition of fighting, or shall establish or promote an exhibition of the fighting thereof. Whoever violates the provisions of this paragraph shall be guilty of a class B felony .

II. Any person present at any place or building when preparations are being made for an exhibition of such fighting with intent to be present at such exhibition, or present at, aiding in or contributing to, such an exhibition, shall be guilty of a class B felony .

III. All animals so kept, bred, or trained by a person charged with violating the provisions of paragraph I may be seized by the arresting officer, pursuant to RSA 595-A:6 and RSA 644:8. Upon said person's conviction, said animals may, at the discretion of the court, be destroyed in a humane manner by a licensed veterinarian. The costs, if any, incurred in boarding the animals, pending disposition of the case, and in disposing of the animals, upon a conviction of said person for violating paragraph I, shall be borne by the person so convicted.

<[Paragraph IV effective January 1, 2009.]>

IV. Upon conviction of a violation of this section, all animals used or to be used in training, fighting, or baiting, and all equipment, paraphernalia, and money involved in a violation of this section may be forfeited to the state at the discretion of the court, pursuant to RSA 595-A:6. Proceeds of any such forfeiture shall be used to reimburse local government and state agencies for the costs of prosecution of animal fighting cases. Proceeds which are not needed for such reimbursement shall be deposited in the companion animal neutering fund, established in RSA 437-A:4-a.

<[Paragraph V effective January 1, 2009.]>

V. In addition to other penalties prescribed by law, the court may issue an order prohibiting a person who is convicted of a violation of this section from owning or possessing any animals within the species that is the subject of the conviction, or any animals kept for the purpose of training, fighting, or baiting, for a period of time determined by the court.

HISTORY

Source. 1979, 30:1. 2003, 98:1, eff. Jan. 1, 2004. 2008, 326:1, eff. Jan. 1, 2009.

Amendments--2008. Paragraphs IV and V: Added.

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

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the request from Millennium Running for free parking to race registrants in the Victory Garage on Friday, March 25, 2011 from 3:00 p.m. to 10:00 p.m. be approved.

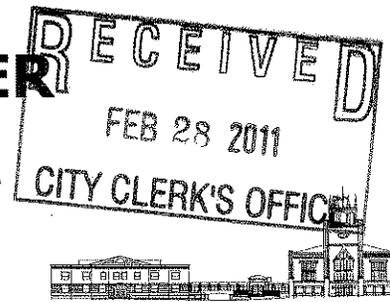
(Unanimous vote)

Respectfully submitted,


Clerk of Committee



CITY OF MANCHESTER
PARKING DIVISION



Brandy Stanley
Parking Manager
bstanley@manchesternh.gov

February 7, 2011

**Chairman Jim Roy
Committee on Public Safety & Traffic
1 City Hall Plaza
Manchester, NH 03101**

Re: Shamrock Shuffle Request for Free Parking

Dear Chairman Roy:

Attached please find a request from Millenium Running for free parking to racer registrants in the Victory Garage on Friday, March 25th from 3pm-10pm.

Should the committee approve this request, we would allow race registrants to exit the garage free of charge upon presentation of their race number.

The Parking Division has no issues with this request and respectfully requests passage of the attached request.

Please do not hesitate to contact me should you have any questions.

Sincerely,

**Brandy Stanley
Parking Manager
City of Manchester**

CC: William Sanders



Millennium Running, LLC
John Mortimer
PO Box 366
Grantham, NH 03753
jmortim@gmail.com
603-512-1976

Date: February 7, 2011

To: Brandy Stanley, City of Manchester Parking Division

From: John Mortimer, Shamrock Shuffle Race Director

Re: Shamrock Shuffle Road Race free parking for # pick-up at Victory Garage

Dear Brandy:

Please find outlined a request to allow for free parking at the Victory Garage on Friday, March 25, 2011 from 3pm to 10pm for participants of the Manchester Shamrock Shuffle Road Race. The race details are as follows:

Shamrock Shuffle

An Irish theme 2-mile road race that kicks off the St. Patrick's Parade in downtown Manchester, NH

Sunday, March 27, 2011

11am race / 12pm parade

Veteran's Park - Manchester, New Hampshire

www.manchestershuffle.com

Early Pick-up: At Runner's Alley (36 Hanover St., Manchester, NH) from 3pm to 7pm on Friday & Saturday, March 25th and 26th. You may also register in-person at Early Pick-up.

We humbly request to offer **Free Parking at the Victory Garage to each person picking up their number on Friday March 25, 2007 between 3pm and 10pm.** We would advertise that runners may park in the Victory Garage and be let out free of charge when they present their bib # upon exiting. The goal is that participants (and their guest/families/significant others') would visit our generous race sponsors that are providing incentives to registrants to stay and have dinner after picking up their number.

Please let me know if any further steps are required to help with this promotion of bringing customers to downtown Manchester.

Thank you,

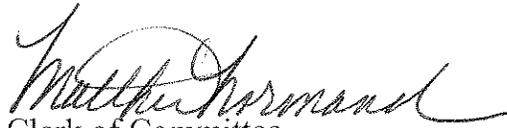
John Mortimer

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

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the request from MCCI for an extension of discounted commercial parking on Elm Street be approved.

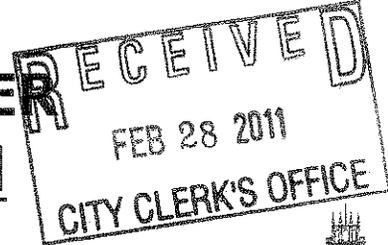
(Unanimous vote)

Respectfully submitted,


Clerk of Committee



CITY OF MANCHESTER
PARKING DIVISION



Brandy Stanley
Parking Manager
bstanley@manchesternh.gov

February 28, 2011

Chairman Jim Roy
Committee on Public Safety & Traffic
1 City Hall Plaza
Manchester, NH 03101

Re: Request for Extension of Discounted Parking

Dear Chairman Roy:

Attached please find a request from MCCI for an extension of discounted commercial parking on Elm Street. MCCI is the contractor for a new building being constructed at 973 Elm Street.

The current rate for commercial (reserved) parking spaces is \$15 per space per day. An analysis of the parking spaces in question shows that each space produces approximately \$8.00 per space per day in revenue, and MCCI is requesting that they be allowed to purchase a total of 12 reserved spaces at that rate until April 29th, 2011.

The approval on file from the Board of Mayor and Aldermen is for a total of 4 spaces until March 31, 2001.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Brandy Stanley

Brandy Stanley
Parking Manager
City of Manchester

CC: William Sanders
Stephanie Lewry

Stanley,Brandy

From: Steven Freeman [steven@mcci-nh.com]
Sent: Thursday, February 24, 2011 10:58 AM
To: Stanley,Brandy
Subject: RE: Happy New Year

Brandy, I have requests for two more confirmed for the duration.
I am going to assume a few more would be requested.
If possible, request approval for six with two being committed and four reserved.
I think they expire end of march, I would ask to extend that to April 29, 2011.

Thank you, as always for your help and kindness.
Steven.

All the Best!



Steven J. Freeman
Design & Project Manager
MCCI - Mark Carrier Construction, Inc.
175 Lincoln Street, Suite 101
Manchester, NH 03103-5031
Phone: 603-627-9506
Fax: 603-647-2270
Email: Steven@mcci-nh.com
<http://www.mcci-nh.com/>

From: Stanley,Brandy [mailto:BStanley@manchesternh.gov]
Sent: Tuesday, January 04, 2011 8:50 AM
To: Steven Freeman
Subject: RE: Happy New Year

You tell us how many spaces you want and for what period of time. Typically in situations like yours, we'll bill you monthly for the spaces. We will issue you permits for display (or storage onsite in case someone asks, since you can't put a permit on a crane or in an empty space) that will expire at the end of every month, so you'll need to come in and re-up your permits each month. Once you get the permits, you can block them off however you like - sawhorses, cones, any other type of barrier. I do have some portable no parking signs, but I don't have all that many and tying them up for 4 months might be problematic.

B

From: Steven Freeman [mailto:steven@mcci-nh.com]

2/28/2011

Sent: Tuesday, January 04, 2011 8:48 AM
To: Stanley, Brandy
Subject: RE: Happy New Year

Can you refresh for me please?
What is the device I am buying? Is it a monthly rental or daily or other 4 month?
What do we get to display or does your dept. put a sign that reserves the spaces?

Thank You.

All the Best!



Steven J. Freeman
Design & Project Manager
MCCI - Mark Carrier Construction, Inc.
175 Lincoln Street, Suite 101
Manchester, NH 03103-5031
Phone: 603-627-9506
Fax: 603-647-2270
Email: Steven@mcci-nh.com
<http://www.mcci-nh.com/>

From: Stanley, Brandy [mailto:BStanley@manchesternh.gov]
Sent: Tuesday, January 04, 2011 8:34 AM
To: Steven Freeman
Subject: RE: Happy New Year

Sorry, Steve – I forgot to tell you. This was all approved in December. If you would come into our office and make arrangements for the spaces, you can take possession of them whenever you like.

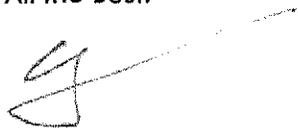
From: Steven Freeman [mailto:steven@mcci-nh.com]
Sent: Tuesday, January 04, 2011 8:22 AM
To: Stanley, Brandy
Subject: Happy New Year

Hi Brandy,
Happy New Year.
Do you have a meeting tonight about my request for parking spaces?

This Thursday 1.6.11 from 12:01AM until 8AM, I will be erecting steel on elm st in front of 971 Elm, our jobsite.
Can you have that area posted so that we can use it in the overnight?
Thank You.

2/28/2011

All the Best!



Steven J. Freeman
Design & Project Manager
MCCI - Mark Carrier Construction, Inc.
175 Lincoln Street, Suite 101
Manchester, NH 03103-5031
Phone: **603-627-9506**
Fax: 603-647-2270
Email: Steven@mcci-nh.com
<http://www.mcci-nh.com/>

2/28/2011

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

The Committee on Public Safety, Health and Traffic respectfully advises, after due and careful consideration, that the communication from McLane Law Firm requesting a directional sign be placed in the City right-of-way on South Willow Street has been received and filed.

(Unanimous vote)

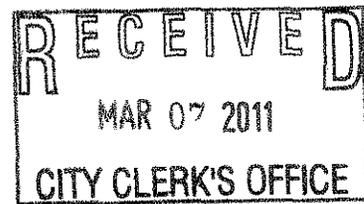
Respectfully submitted,


Clerk of Committee



McLane, Graf,
Raulerson & Middleton
Professional Association

900 Elm Street | P.O. Box 326 | Manchester, NH 03105-0326
Tel: 603.625.6464 | Fax: 603.625.5650 | www.mclane.com



OFFICES IN:
MANCHESTER
CONCORD
PORTSMOUTH
WOBURN, MA

LINDA C. CONNELL
Direct Dial: (603) 628-1310
Email: linda.connell@mclane.com
Licensed in NH

February 28, 2011

FOR HAND DELIVERY

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

**Re: Proposal for Consideration by Public Safety/Traffic Committee
and Board of Mayor and Aldermen**

Dear Mr. Normand:

I am enclosing a proposed directional sign for location in the City right-of-way at the northeast corner of South Willow Street and South Porter Street and plans showing the proposed location of the sign. The second plan also includes information on locations of utilities in that area of the public right-of-way.

We represent Bedford Wellness Realty, LLC and its tenant, The Workout Club. Bedford Wellness Realty, LLC has a conditional purchase and sale agreement for the property located at 1300 South Porter Street, which it proposes to lease, in part, to The Workout Club. This sign is intended to address the difficulty in readily locating South Porter Street from South Willow Street.

We would like to be placed on the agenda of the Public Safety/Traffic Committee at its next meeting, which we understand is on March 7, 2011 and on the meeting of the Board of Mayor and Aldermen on March 15, 2011.

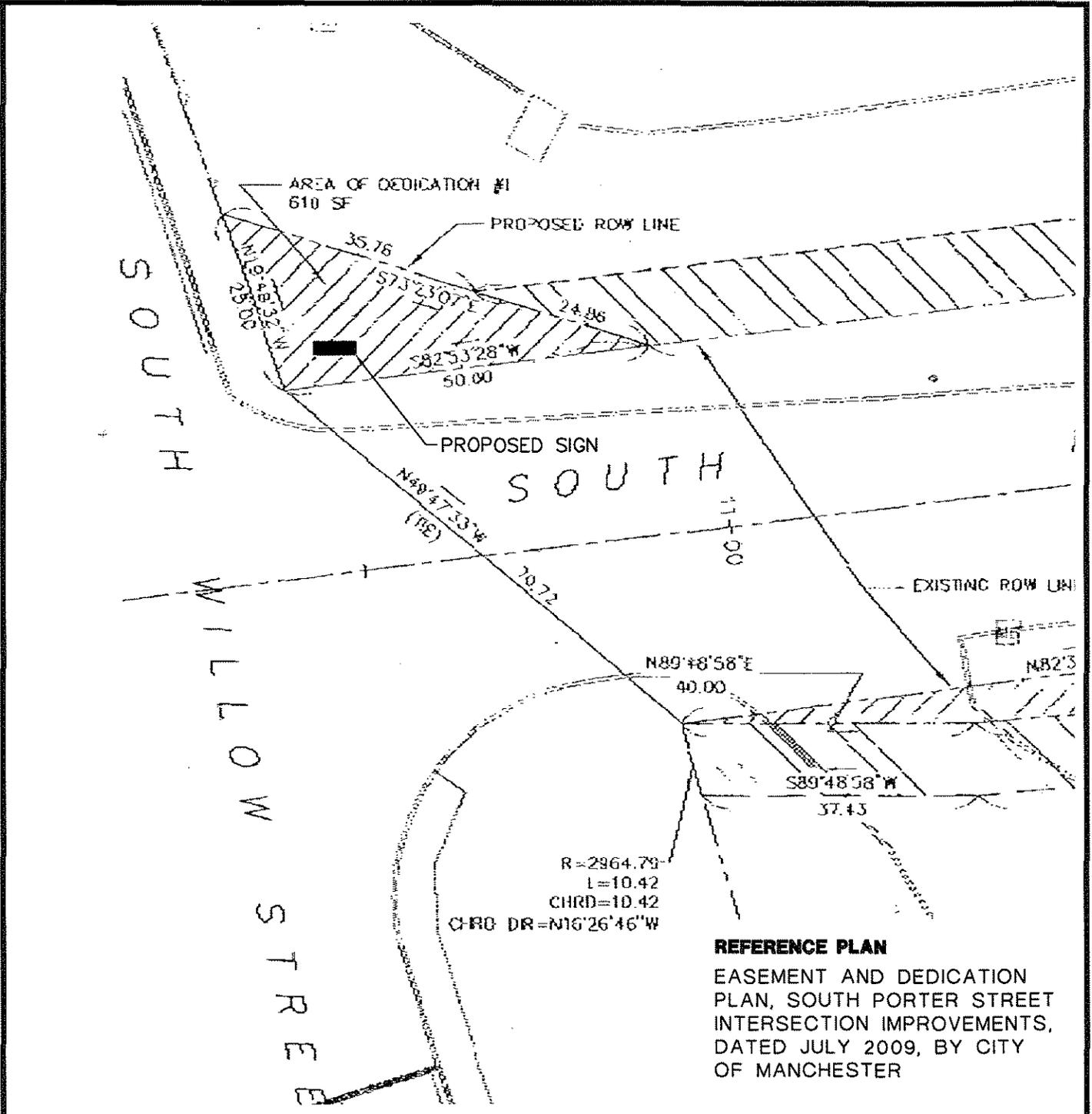
Thank you for your attention to this. Please let me know if there are any questions.

Sincerely,

Linda C. Connell

LCC:pgs
Enclosure

4663711_1
February 28, 2011 4:23:08 PM



REFERENCE PLAN
 EASEMENT AND DEDICATION
 PLAN, SOUTH PORTER STREET
 INTERSECTION IMPROVEMENTS,
 DATED JULY 2009, BY CITY
 OF MANCHESTER

SK-1 PROPOSED SIGN LOCATION

SCALE: 1"=20



Civil Engineers
 Structural Engineers
 Traffic Engineers
 Land Surveyors
 Landscape Architects
 Scientists

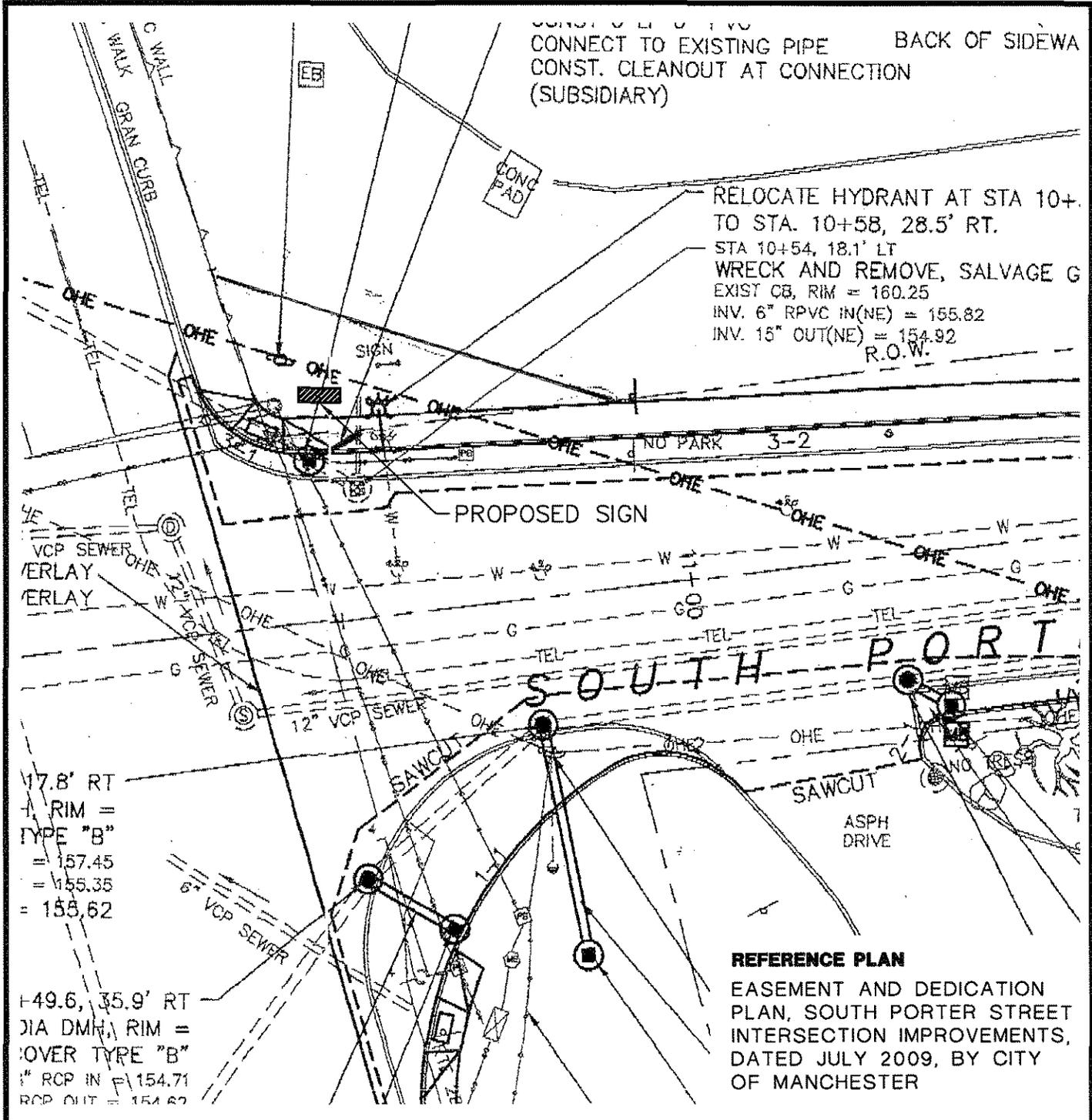
48 Constitution Drive
 Bedford, NH 03110
 Phone (603) 472-4488
 Fax (603) 472-9747
 www.tfmoran.com

TAX MAP 757 LOT 2B
**WORKOUT CLUB &
 WELLNESS CENTER**
 SOUTH PORTER STREET
 MANCHESTER, NH

PREPARED FOR
STG REALTY ASSOCIATES, LLC

FILE	17457.01	DATE	02-25-11
		CADFILE	17457-01 SITE

SHEET 1 OF 2



SK-2 PROPOSED SIGN LOCATION - UTILITIES

SCALE: 1"=20



Civil Engineers
Structural Engineers
Traffic Engineers
Land Surveyors
Landscape Architects
Scientists

48 Constitution Drive
Bedford, NH 03110
Phone (603) 472-4488
Fax (603) 472-9747
www.tfmoran.com

TAX MAP 757 LOT 2B

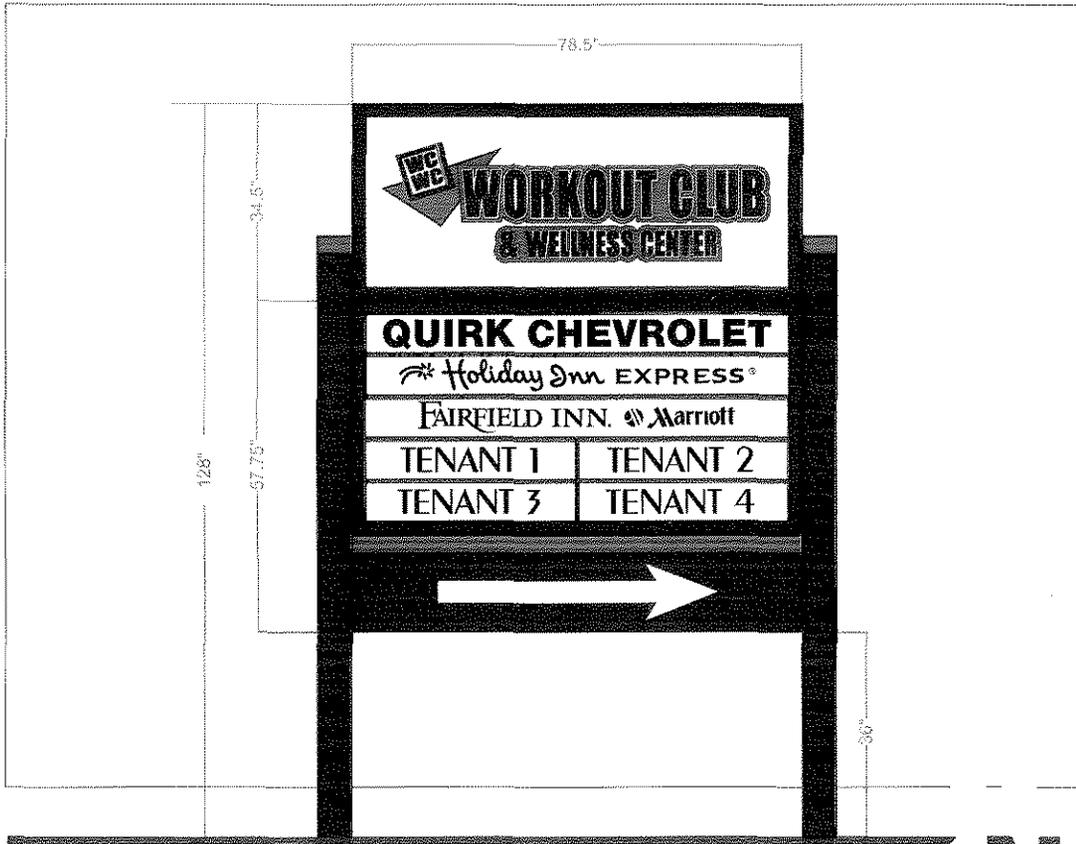
**WORKOUT CLUB &
WELLNESS CENTER**

**SOUTH PORTER STREET
MANCHESTER, NH**

PREPARED FOR
STG REALTY ASSOCIATES, LLC

FILE	17457.01	DATE	02-25-11
		CADFILE	17457-01 SITE

SHEET 2 OF 2



Scale: 3/8" = 1' 0"

50 Sq Ft

Concept B
Option 14
Furnish and install one double sided directional pylon sign.

This layout is conceptual only. All colors and measurements are subject to change and must be verified prior to production.

CUSTOMER: Workout Club & Wellness Center	
CONTACT: Ron Tringale	W/O#: 39487 SALES REP: JD Iles
Option #: as indicated	<input type="checkbox"/> s/1 <input checked="" type="checkbox"/> d/1
Date: 02/28/2011	<input checked="" type="checkbox"/> illum. <input type="checkbox"/> non illum.
Scale: as indicated	Cabinet/mold. Color:
Colors: see project colors	G. Clearance:
Seams:	Neon Color:
Layout by: CLR	Face mat.:
File Name: Workout Club & Wellness Ctr. 39487 / pylon	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Flex <input type="checkbox"/> Pan

Project Colors:

TBD

This print is conceptual only, see specs for actual colors.

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This drawing, including graphic layout and technical detail is the property of Jutras Signs, Inc. and cannot be reproduced, copied or used without the prior express written permission of Jutras Signs Inc. All rights reserved.

JUTRAS
SIGNS AND FLAGS

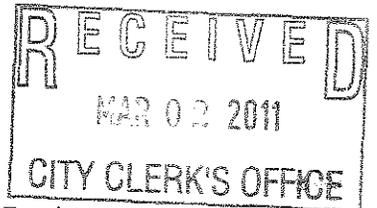
30 Harvey Rd
Bedford
N.H. 03110
622-2344

► **Approved By:** _____ **Date:** _____



CRAIG,
DEACHMAN
& AMANN

ATTORNEYS AT LAW



W. John Deachman, Esquire
jdeachman@cda-law.com

March 2, 2011

Alderman Jim Roy, Chairman
c/o Matthew Normand, City Clerk
Office of the City Clerk
Committee on Public Health, Safety and Traffic
One City Hall Plaza
Manchester, NH 03101

Re: Objection to Proposed Sign at South Porter Street and South Willow Street

Dear Mr. Chairman,

This office represents June Seventh, LLC, owner of the real estate located at the corner of South Porter Street and South Willow Street where the Quirk Automotive Dealership is located.

I am writing to express my client's stern objection to the proposed sign for the Work Out Club to be located on City land adjacent to South Porter Street. Some members of the Committee may recall that my client donated this land to the City as an accommodation to the Highway Department to improve the intersection of South Porter Street and South Willow Street. The proposed sign, if erected, will obstruct the view of my client's property and obscure an existing sign my client maintains for his own business.

The proposed sign is a direct violation of Article 9.07, Parts C and D of the Manchester Zoning Ordinance. Part C prohibits signs on corner lots within 30 feet along curb lines from the point of intersection. The proposed sign is well within this prohibited zone. Part D prohibits signs on public lands that are not erected by or on behalf of a governmental body.

The Work Out Club had previously asked my client for permission to erect the sign on its land. My client politely declined for the reasons stated above. Had my known that the City intended to entertain a proposal to erect private signs on the land he generously donated, he never would have done so.

Page Two

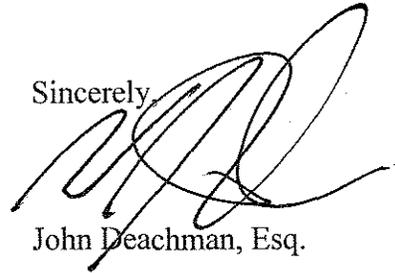
March 2, 2011

Re: Objection to Proposed Sign at South Porter Street and South Willow Street

Kindly enter this objection in to the record. I also respectfully request that we are afforded an opportunity to provide additional testimony at the March 7, 2011 hearing, if necessary.

Thank you for your consideration.

Sincerely,

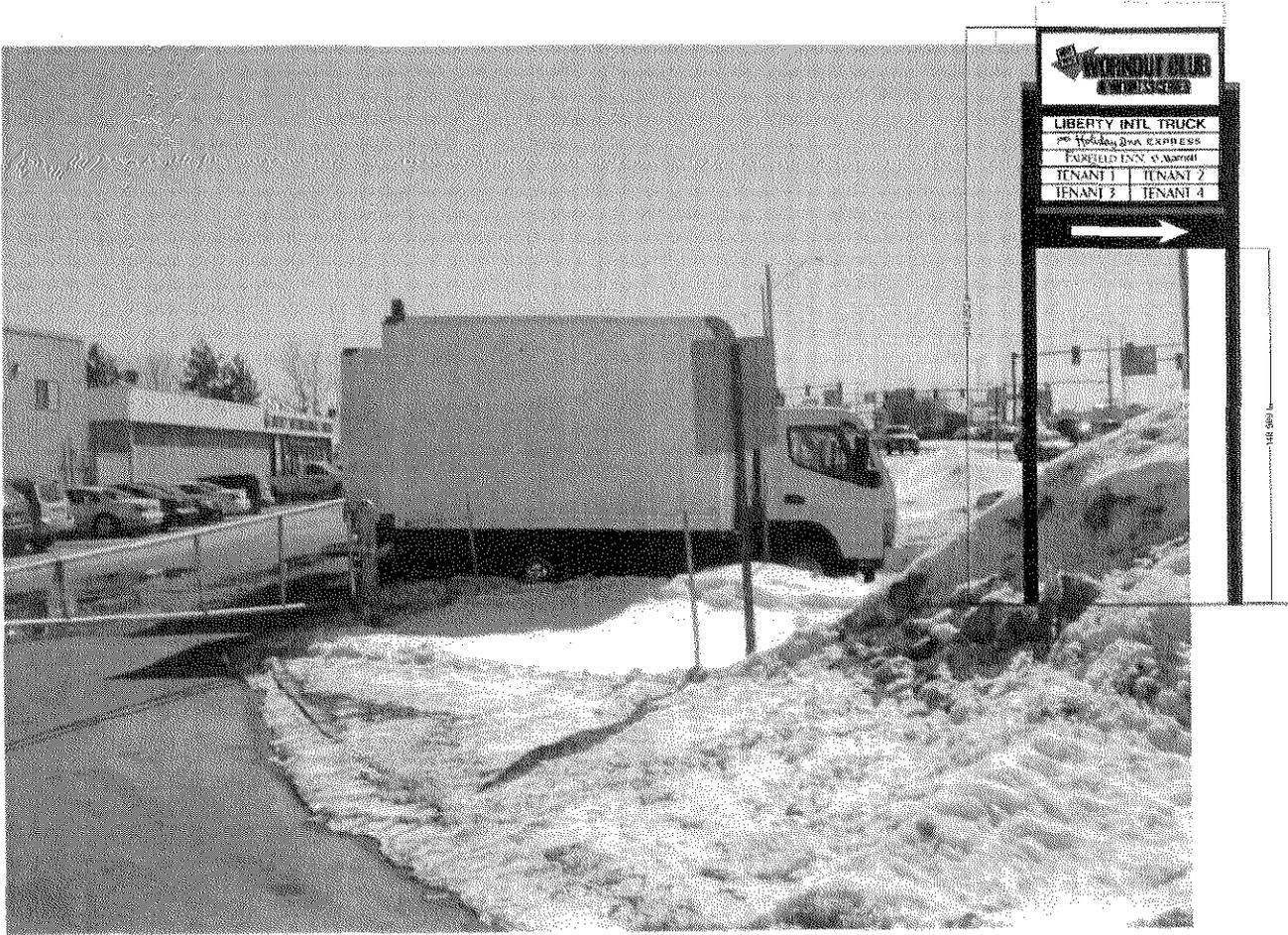
A handwritten signature in black ink, appearing to be 'J. Deachman', written over the word 'Sincerely,'.

John Deachman, Esq.

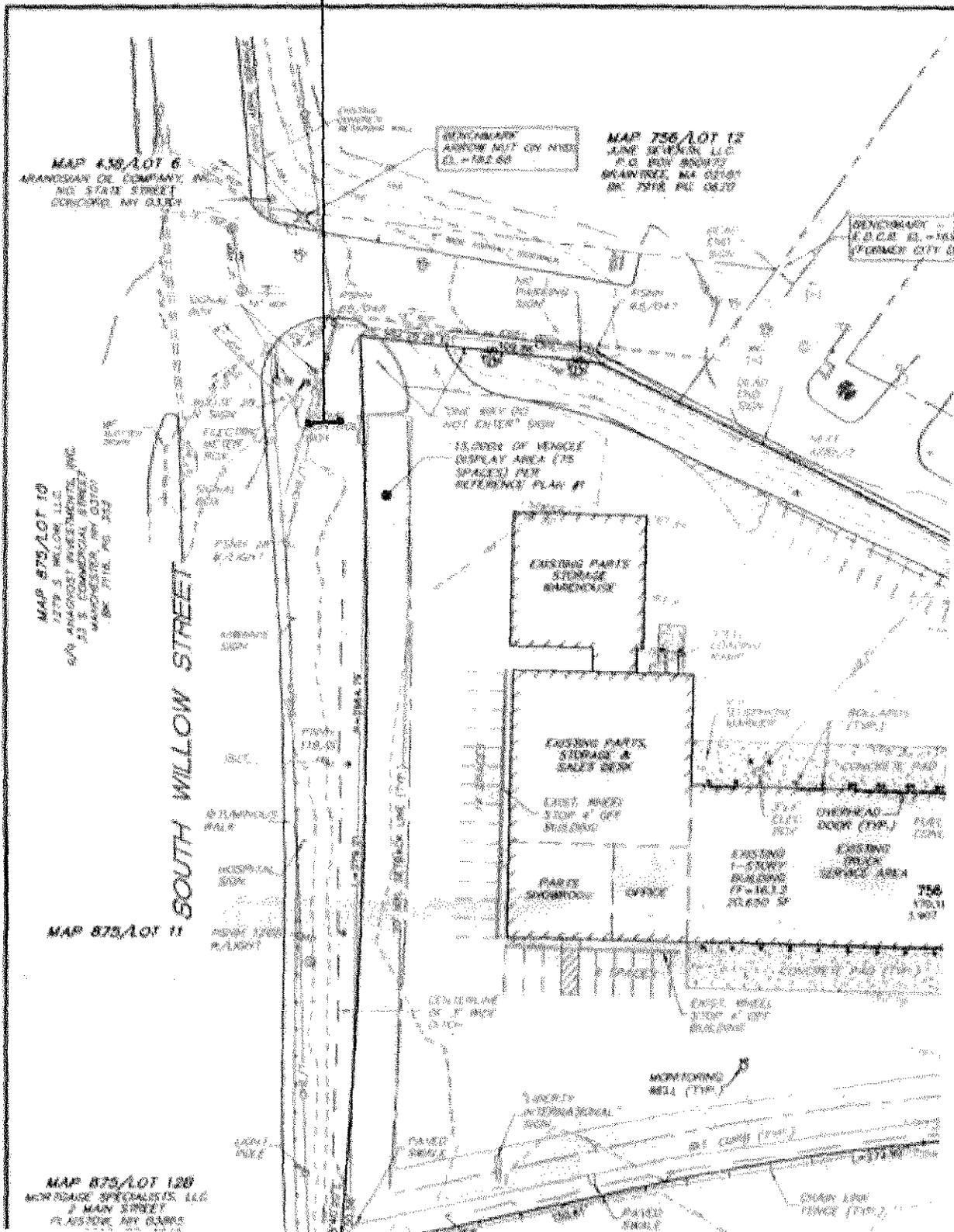
WJD/bms

Cc: Client

March 7, 2011 Committee on
Public Safety, Health and Traffic
Handout from Melane Law
Firm
1



Proposed Sign Location



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 grant funds in the amount of \$125,000 from the NH Department of Environmental Services - Dam Bureau for Dorr's Pond Dam improvements be accepted.

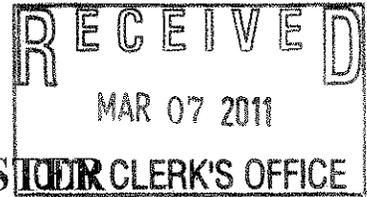
The Committee further notes that a Memorandum of Agreement will be brought forward by the Parks, Recreation & Cemetery Division at the March 15, 2011, Board of Mayor and Aldermen meeting for acceptance.

(Unanimous vote with the exception of Alderman Ludwig who was absent)

Respectfully submitted,



Clerk of Committee



CITY OF MANCHESTER
Highway Department
Parks, Recreation & Cemetery Division

Inter-Office Correspondence

Memo to: CIP Committee

From: Jessica Fleming, Parks Planner

Date: March 7, 2011

Re: Ray Brook Stormwater Study
Dorr's Pond Dam Improvements

Information pertaining to the scheduled improvements for Dorr's Pond Dam:

- Phase I of the recommended improvements for Ray Brook includes the following improvements at Dorr's Pond Dam to meet State requirements:
 - Construct a riprap apron on the downstream side of the dam.
- The conceptual construction cost estimate for Phase I is \$180,000.00. The estimated professional engineering services are \$20,000.00, bringing the total Phase I cost to \$200,000.00.
- Funding for the improvements comes from the following sources:
 - **NH Department of Environmental Services – Dam Bureau:** Up to \$125,000.00
 - This funding source requires a 50% match from the City.
 - **US EPA – through the City's EPD:** Up to \$125,000.00
 - This funding source has been approved to meet the City's 50% match obligation.
- A draft of the Memorandum of Agreement between the NHDES Dam Bureau and the City has been received, reviewed and commented on. The City is awaiting a response from NHDES. The final Memorandum of Agreement is anticipated to be finalized by next week.

Attachments: Executive Summary, *Ray Brook Stormwater Study*. March 4, 2011

Executive Summary

TF Moran was retained by the City of Manchester to study the hydrology of Ray Brook from the Dorr's Pond Dam to the Merrimack River. The purpose of this study was to analyze the ability of the culverts and channels along the brook's waterway to accept stormwater runoff, to identify problem areas and flow restrictions, and to provide recommendations to improve the capacity of the waterway and reduce the frequency and severity of flooding of roads, sewers, storm drains, and private property within the watershed.

Because the Dorr's Pond Dam does not conform to current NHDES rules, the scope of the study was expanded to analyze the hydraulic capacity of the dam and spillway, and to investigate ways to bring it into conformance with the requirements for a Class C "High Hazard" dam as it is now listed by the NHDES.

Ray Brook drains a 1,566-acre watershed stretching from South Hooksett across North Manchester to the Merrimack River. From its start in South Hooksett just west of NH28 Bypass, it flows through Goldfish Pond in the southwest quadrant of the I93 Exit 9 interchange, then into Dorr's Pond and over a 4.6' high dam at its south end. From the Dorr's Pond Dam, the brook flows through a series of open channel and closed culverts to its terminus at the Merrimack River approximately 1,800' north of the Amoskeag Dam.

A hydrological model was developed using Hydrocad v9.00 software to simulate the behavior of Ray Brook under various storm intensities and configurations of the dam and spillway. The model incorporates a network developed by the NHDOT under a previous study of the Goldfish Pond and Dorr's Pond subwatersheds.

Problem Areas Needing Regular Inspection and Maintenance

1. **The grated inlet structure at Clarke & Walnut streets.** The grate is prone to clogging from leaves, branches, and other debris. This will cause local flooding and restrict the volume of flow entering the closed culvert system. The extent of flooding that will result from partial blockage of the grate was studied.

Recommendation – The City should continue to follow its recently-updated Action Plan to inspect the grate and keep it clear of debris during storm events. Although the grate can tolerate 50% blockage without major effect, it is important that the City monitor the grate to ensure that it remains clear of any significant accumulation of debris, otherwise local flooding may result in the Walnut/Clarke area and a sudden release from clearing debris could cause a surge that temporarily exceeds the downstream capacity of the culvert system. This recommendation involves no additional cost to City.

2. **The artificial 4'x4' stone channel upstream of Clarke & Walnut streets.** This artificially confined channel flows through private property. Its capacity is exceeded starting in the 10-year storm, causing flooding in low-lying lawn areas of the adjacent residential properties.

Recommendation – This channel is on private property and the damage risk from this condition for lower-intensity storms is to lawn areas only. As part of the Action Plan referred to above, the City should work with the property owners to ensure that they periodically inspect the channel to ensure the sidewalls are maintained in good repair and the channel is

kept free of debris and sediment to preserve maximum waterway capacity. No additional cost to City.

Problem Areas Needing Capital Improvements

1. **Dorr's Pond Dam.** According to the NHDES, the Dorr's Pond Dam is classified as a Class C "High Hazard" structure due to the extensive property damage that would be caused by a sudden breach. As a High Hazard dam, it must be stable under flow conditions 2.5 times greater than the 100-year storm. The current dam and spillway do not meet this criteria.

Recommendation - After review of various other options, including: replacing the dam, installing a secondary spillway, raising the crest of the existing dam; the most cost-effective solution that ensures dam safety and meets the NHDES criteria is found to be strengthening and stabilizing the existing dam. The estimated cost of this option is \$180,000.

2. **River Road box culvert.** The River Road box culvert restriction causes flooding of adjacent property beginning in the two-year storm event, and flooding of adjacent structures and roadway starting in the 25-year storm.

Recommendation - The box culvert at River Road should be enlarged to allow more flow to pass and reduce amount of flooding over the roadway and abutting properties. Estimated cost is \$640,000.

3. **The Elm Street box culvert.** Starting in the 25-year storm event, tailwater from the Elm Street box culvert begins to reduce the capacity of upstream reaches. In the 100-year storm, this tailwater will cause flooding to structures as far upstream as Clarke Street.

Recommendation - The box culvert at Elm Street is substantially undersized and should be enlarged to allow more flow to pass through culvert and reduce tailwater effects on upstream portions of Ray Brook. Estimated cost: \$1,475,000.

If necessary, these improvements can be implemented done in three phases, in the order shown below:

Phase 1	Dam stabilization	\$180,000
Phase 2	River Road culvert replacement	\$640,000
Phase 3	Elm Street culvert replacement	<u>\$1,475,000</u>
Total Cost of all Improvements		\$2,295,000

Please refer to the full Study Narrative for more details on all of these issues, as well as photos, hydraulic calculations, and cost estimates.

8/2/10 Tabled

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

Timothy J. Clougherty
Deputy Public Works Director

Peter D. Capano, P.E.
Chief of Parks, Recreation & Cemetery



Commission
Angelo Manni, Chairman
Andrew Manning, Clerk
Richard E. Powers
Robert Blaisdell
George "Butch" Joseph

CITY OF MANCHESTER
Highway Department
Parks, Recreation & Cemetery Division

July 26, 2010

Chairman Daniel O'Neil
Community Improvement Program Committee
1 City Hall Plaza
Manchester, NH 03101

Chairman O'Neil and Committee Members:

The Division of Parks, Recreation & Cemetery is pleased to inform the CIP Committee that we have received the final draft of the *Stormwater Analysis Report – Ray Brook Stormwater Study* from TFMoran. We're looking forward to presenting their findings and proposed solutions at the next CIP Committee Meeting.

Best Regards,

Peter D. Capano, PE
Chief of Parks

cc: Matthew Normand, City Clerk
Kevin Sheppard, Director of Public Works
Joyce Craig, Alderman – Ward 1

RECEIVED
CITY OF MANCHESTER
JUL 26 9 13 AM '10



**MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
THE CITY OF MANCHESTER, NH**

Pg. 1 of 3

I. PURPOSE

The purpose of this Memorandum of Agreement (MOA) is provide funding from the State of New Hampshire to the City of Manchester, New Hampshire, toward the remediation and repair of the Dorrs Pond Dam in the City of Manchester.

II. PARTIES

The parties to this MOA are the New Hampshire Department of Environmental Services (hereinafter DES) and the City of Manchester, NH (hereinafter City).

III. AUTHORITY

This MOA is entered into pursuant to Chapter 29 of the New Hampshire Laws of 2010, which appropriates a sum not to exceed \$125,000 to DES for the purpose of funding the state share of remediation and repair of the Dorrs Pond Dam in Manchester. Such sum shall be for 50 percent local match for the cost of such remediation and repair by the City of Manchester.

IV. SCOPE OF WORK

- A. The City agrees to apply the funding provided under this MOA to remediate and repair Dorrs Pond Dam to correct the deficiencies identified in a Letter of Deficiency issued by DES on February 4, 2010 as supplemented by comments provided to the City by DES in a letter dated August 20, 2010. As part of that work, the City shall perform all engineering and design associated with the repair and remediation of the dam in accordance with New Hampshire's Code of Administrative Rules Env-Wr 100-700; apply for and obtain all necessary permits from federal, state and/or local agencies; and perform the remediation and repair of Dorrs Pond Dam in accordance with all permit conditions and the plans and specifications approved by DES.
- B. DES agrees to reimburse the City, in an amount not to exceed \$125,000, for half of the costs associated with the remediation and repair of Dorrs Pond Dam. The financial assistance to be provided by DES under this MOA requires a contribution of 50% of the total amount in matching funds from the City.

V. FUNDING

DES will reimburse the City, in an amount not to exceed \$125,000, for 50% of the cost to the City for the remediation and repair of Dorrs Pond Dam. The City agrees to document up to \$125,000 in matching expenses for the remediation and repair of the Dam. All payments shall be made by DES upon receipt and approval of invoices submitted by the City. The City shall provide documentation of match costs with each invoice. The match costs can include costs, which are associated with the design of the remediation and repair of the Dam, that the City incurred prior to the date of this MOA.

VI. TERMINATION

Either party may terminate this MOA upon providing written notice to the other, thirty (30) days prior to termination. Upon termination, the City will be paid, in accordance with Section V, for all work completed prior to termination.

VII. DURATION

This agreement shall continue in effect until June 30, 2012, unless terminated earlier by either party, or extended in writing by subsequent agreement of the parties and acceptance by Governor and Council.



**MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
THE CITY OF MANCHESTER, NH**

Pg. 3 of 3

Approved by the Office of Attorney General this _____ day of _____, 2011, as to form, substance and execution.

ASSISTANT ATTORNEY GENERAL

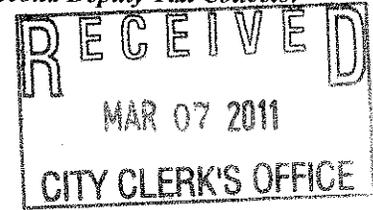
At their meeting on _____, 2011, the Governor and Council approved execution of this contract.

WILLIAM M. GARDNER, SECRETARY OF
STATE ON BEHALF OF GOVERNOR
AND COUNCIL

Pat M. Harte
Tax Collector



Jacqueline G. Lutkevich
Second Deputy Tax Collector



CITY OF MANCHESTER
TAX COLLECTOR

Memorandum

DATE: March 7, 2011
TO: Hon. Board of Mayor and Aldermen
FROM: Pat M. Harte, Tax Collector 
RE: Lot 925-38A, Gabrielle St

Per the recommendations of the Committee on Lands and Buildings, adopted by the Board of Mayor and Aldermen of the City of Manchester on September 7, 2010, I sent "highest offer" sealed bid invitations on November 22, 2010 by certified mail to the eight abutters of Lot 925-38A, Gabrielle St. A sealed bid from Mr. Fernando Hilarion in the amount of \$10,800 was delivered to the Tax Collector's Office on December 22 at 1:00pm. No bids were received from any of the other 7 abutters.

I have attached a copy of the bid document submitted by Mr. Hilarion as well as his 3 Money Orders #10261168524-26, dated 12/22/10 and made payable to the City of Manchester for the amount of \$500.00, 500.00 and \$100.00. It is my understanding that the acceptance of this bid is now subject to the review and approval of the Board of Mayor and Aldermen and that the actual sale would be conditioned upon the merger of Lot 925-38A with the successful bidder's abutting parcels at Lots 33 and 34.

Enclosure

pc: Thomas Clark, City Solicitor
Thomas Arnold, Deputy City Solicitor



City of Manchester
Tax Collector's Office
One City Hall Plaza - West
Manchester, New Hampshire 03101
(603) 624-6575

Pat M. Harte
Tax Collector

#264-0528

Date: 12-22-10 Time: 1:00 PM

Bidder: Fernando Hilarion Bid Amt: 10,800 -

Deposit Check Amt: \$500.00
500.00
100.00 Check #: #10261168524
" " 525
" " 526

Bid Received by: Pat Harte

MoneyGram INTERNATIONAL MONEY ORDER
 Money Orders 12/22/2010

R102611685242 Bid Lot 925-38A

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE: **City of Manchester NH**

Payee: **Fernando Hilarion**

Address: **414 Union St. 03103**

Amount: **5000.00**
 FIVE HUNDRED DOLLARS 00 CENTS

10261168524 MONEY ORDER
 PAY ONLY THIS AMOUNT
 75470041469001
 1080350356128526

009191618701026 11685253# 90

MoneyGram INTERNATIONAL MONEY ORDER
 Money Orders 12/22/2010

R102611685264 Bid Lot 925-38A

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE: **City of Manchester NH**

Payee: **Fernando Hilarion**

Address: **414 Union St. 03103**

Amount: **10800.00**
 ONE HUNDRED DOLLARS 00 CENTS

10261168526 MONEY ORDER
 PAY ONLY THIS AMOUNT
 75470041469001
 1080350356128526

009191618701026 11685264# 90

Fernando Hilarion
 603-264-0528
 Bid for lot 925-38A 12/22/10
 2:00 PM
 \$10,800.00
 Ten thousand Eight Hundred /100
 Fernando Hilarion

City of Manchester New Hampshire

In the year Two Thousand and Eleven

AN ORDINANCE

“Authorizing the Mayor to dispose of certain tax deeded property situated on Gabrielle Street, Manchester, New Hampshire known as Map 925, Lot 38A.”

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

That in accordance with New Hampshire RSA 80:80, the Mayor is authorized to convey a parcel of tax deeded property situated on Gabrielle Street, known as Map 925, Lot 38A in the City of Manchester, New Hampshire to Fernando Hilarion of 140 Gabrielle Street, Manchester, New Hampshire. The sale shall be evidenced by a deed without covenants or warranties and such other instruments as may be necessary to release all right, title, interest or claim in said parcel. Map 925, Lot 38A was formerly owned by Eleanor A. Porter and was acquired by the City of Manchester by virtue of Tax Collector’s Deed, dated November 21, 1994, recorded in the Hillsborough County Registry of Deeds, Volume 5593, Page 1656, on November 23, 1994. The purchase price of the parcel shall be a total of Ten Thousand Eight Hundred, Dollars (\$10,800.00) and all of the costs related to this transaction.

Sale of this lot is conditioned on Tax Map 925 Lot 38A being merged with Tax Map 925, Lot 33 and Tax Map 925, Lot 34.

- II. This ordinance shall take affect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and ^{Eleven}

A RESOLUTION

“Amending the FY 2011 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Six Thousand Four Hundred Ninety One Dollars (\$106,491) for the FY2011 CIP 210211 Homeless Healthcare Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2011 CIP as contained in the 2011 CIP budget; and

WHEREAS, the 2011 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept additional grant funds from the U.S. Department of Health and Human Services Health Resources and Services Administration to implement health care services for homeless persons in Manchester;

NOW, THEREFORE, be it resolved that the 2011 CIP be amended as follows:

By adding:

FY2011 CIP 210211 – Homeless Healthcare Program - \$106,491 Federal

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

City of Manchester New Hampshire

In the year Two Thousand and Eleven

A RESOLUTION

“Amending the FY 2011 Community Improvement Program, authorizing and appropriating funds in the amount of Twelve Thousand Dollars (\$12,000) for the FY 2011 CIP 412411 Hazardous Materials Emergency Preparedness.”

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 2011 CIP as contained in the 2011 CIP budget; and

WHEREAS, the 2011 CIP contains all sources of 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 \$12,000 from the US Department of Transportation, Pipeline and Hazardous Materials Safety Administration to administer to communities which are at risk from potential Tier II chemical releases;

NOW, THEREFORE, be it resolved that the 2011 CIP be amended as follows:

By adding:

FY 2011 CIP 412411 Hazardous Materials Emergency Preparedness - \$12,000 Federal

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 Petition for Discontinuance of Hayward Street, submitted by the Public Works Director be referred to a Road Hearing at a date to be determined by the City Clerk.

(Unanimous vote)

Respectfully submitted,

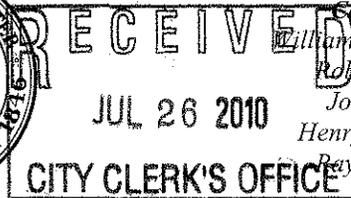
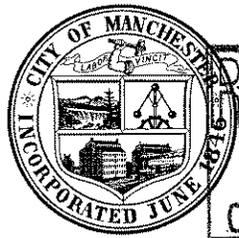

Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held September 7, 2010, on a motion of Alderman O'Neil, duly seconded by Alderman Lopez, the report of the Committee was accepted and its recommendations adopted.


City Clerk

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

Timothy J. Clougherty
Deputy Public Works Director



Commission
William F. Houghton Jr.
Robert R. Rivard
John S. Flurey
Henry R. Bourgeois
Raymond Hebert

CITY OF MANCHESTER
Highway Department

July 26, 2010
#10-031

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

attn: Matthew Normand, City Clerk

re: *Manchester Municipal Complex*
Street Discontinuance

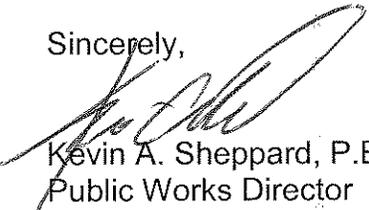
Dear Committee Members:

Attached, please find our request for the discontinuance of sections of Lincoln and Hayward Streets. The discontinuances are a necessary part of the new Municipal Complex.

Lincoln Street will be discontinued from the northerly property line of the Water Works property, southerly to Hayward Street. Hayward Street will be discontinued from Lincoln Street easterly to the westerly edge of the abandoned railroad right-of-way.

I will be available to address any questions or concerns you may have with this matter.

Sincerely,


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

cc: Mayor Theodore L. Gatsas
Timothy J. Clougherty, Deputy Director
Kevin O'Maley, Facilities Mgr.

Encl.

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

The Undersigned respectfully represent that for the accommodation of the public there is occasion for discontinuing a portion of the highway known as Hayward Street.

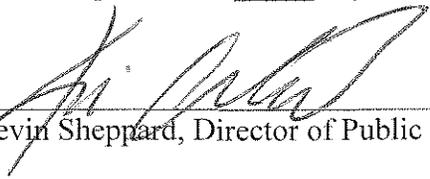
Beginning at a concrete bound inscribed "ED" marking the intersection of the northerly line of Hayward Street and the easterly line of Lincoln Street; thence, N 89° 43' 28" W 389.64' along the said line of Hayward Street to the westerly line of the former Concord-Portsmouth Railroad, now owned by the City of Manchester; thence, by a curve to the left of radius 1964.53', a chord bearing of S 42° 12' 16" W 52.32' and length of 52.32' along the former railroad to a point; thence, S 41° 26' 29" W 15.29' by the former railroad to a point in the southerly line of Hayward Street; thence, S 89°43'28" W 344.33' along the southerly line of Hayward Street to the point of intersection of the said line of Lincoln Street; thence, N 0°03'05" W 50.00' across Hayward Street to the point of beginning.

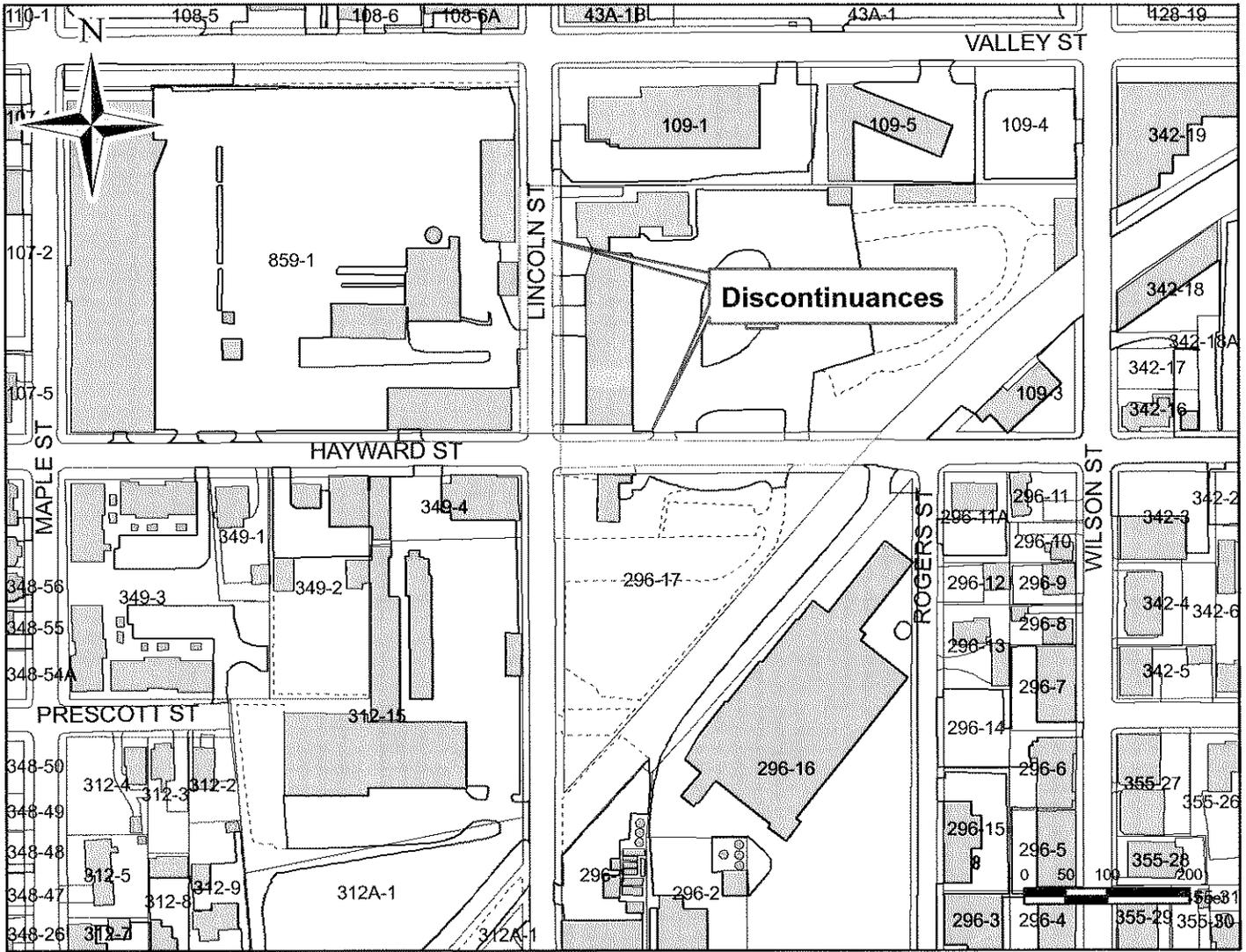
Containing 18,338 square feet to be the same more or less.

Meaning to discontinue a portion of Hayward Street laid out by the Board of Mayor and Aldermen, recorded in the City Clerks records of Highways, Streets and Bridges book 3 page 113 and shown on plan 173 of the Manchester Highway Department.

He, therefore, requests you to discontinue the above-described portion of Hayward Street.

Dated at the City of Manchester, New Hampshire this 26th day of July 2010.

By: 
Kevin Sheppard, Director of Public Works

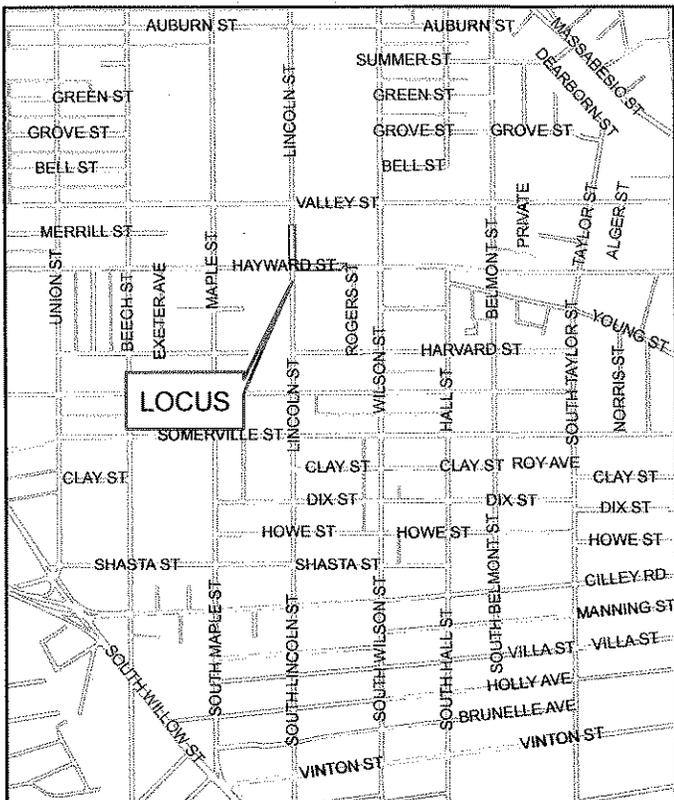


Proposed Street Discontinuances
Lincoln Street and Hayward Street



Manchester, NH

July 23, 2010

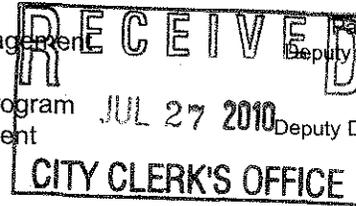




CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Leon L. LaFreniere, AICP
Director

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment



Camela H. Goucher, AICP
Deputy Director - Planning & Zoning
Matthew M. Sink
Deputy Director - Building Regulations

27 July, 2010

Committee on Community Improvement Program
Honorable Board of Mayor and Aldermen
City Hall - One City Hall Plaza
Manchester, N.H. 03101

RE: Manchester Municipal Complex Street Discontinuances (portion of Lincoln & Hayward Streets)

Dear Committee Members:

This letter is being provided to the Committee in reference to the street discontinuance requests by the Director of Public Works.

As part of an overall plan to develop a new Municipal Complex on land currently owned by the City (approximately located between Maple, Hayward, Wilson and Valley Streets) a portion of Lincoln and Hayward Streets is being proposed for discontinuance. More specifically, Lincoln Street would be discontinued between the northerly and southerly boundary lines of the current Water Works property (TM 859, Lot 1), and Hayward Street would be discontinued between the westerly boundary line of the current Highway Department property (TM 109, Lot 2) and the westerly edge of the abandoned Portsmouth Branch rail ROW.

After studying this matter, we conclude that there are no apparent significant issues which need to be mitigated or which would substantially interfere with these proposed discontinuances. For example, any existing municipal underground utilities within the discontinued areas would still be under the control of the City and some vehicular traffic to abutting commercial properties can be reasonably rerouted over other local roadways. Thus, we concur with the Department of Public Works that it would be appropriate to discontinue the streets and forward the matter to hearing.

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

Sincerely,

David Beauchesne

David Beauchesne, Senior Planner

Copy: Leon L. LaFreniere, AICP, Director

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 or (603) 624-6475 Fax: (603) 624-6529 or (603) 624-6324
E-Mail: pcd@manchesternh.gov
www.manchesternh.gov

Matthew Normand
City Clerk



Kathleen Gardner
Deputy City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Kevin Sheppard
Public Works Director

From: Matthew Normand 
City Clerk

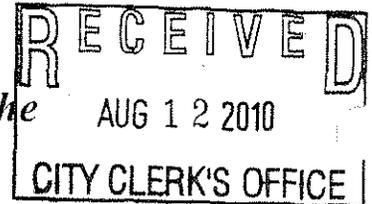
Date: August 17, 2010

Re: Discontinuance of Lincoln Street

Please be advised that at a special meeting of the Board of Mayor and Aldermen held on August 16, 2010, it was voted to rescind a previous vote related to the discontinuance of a portion of Lincoln Street, discontinue a larger portion of Lincoln Street as identified in the attached petition, and refer said petition to a Road Hearing at a date to be determined by the City Clerk.

pc: Thomas Clark, City Solicitor

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



The Undersigned respectfully represent that for the accommodation of the public there is occasion for discontinuing a portion of the highway known as Lincoln Street.

Beginning at a concrete bound inscribed "ED" marking the intersection of the northerly line of Hayward Street and the easterly line of Lincoln Street; thence, S 89° 47' 36" W 49.91' across Hayward Street to the intersection of the westerly line of Lincoln Street; thence, N 0° 03' 14" W 440.80' along the said westerly line of Lincoln Street the point of intersection with the southerly line of Valley Street; thence, N 89° 57' 53" E 50.00' by the said line of Valley Street to the point of intersection with the easterly line of Lincoln Street; thence, S 0° 02' 30" W 440.67' along the said easterly line of Lincoln Street to the point of beginning.

Containing 22,016 square feet.

Meaning to discontinue a portion of Lincoln Street Laid out by the Board of Mayor and Aldermen May 20th 1892 and recorded in the City Clerks records of Highways, Streets and Bridges book 4 page 142.

He, therefore, requests you to discontinue the above-described portion of Lincoln Street.

Dated at the City of Manchester, New Hampshire this 12th day of August 2010.

By: Kevin J. Sheppard
FOR Kevin Sheppard, Director of Public Works

