

AGENDA

COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

June 22, 2010

Aldermen Lopez, Osborne,
O'Neil, DeVries, Corriveau

3:00 PM

Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Lopez calls the meeting back to order.
(Note: Recessed from June 15, 2010.)
2. Communication from James Burkush, Fire Chief, regarding Ambulance Service Contract.
(Note: Referred by the Board of Mayor and Aldermen on June 1, 2010. A copy of the proposed contract was received by the City Clerk on June 16, 2010 and is attached.)
Ladies and Gentlemen, what is your pleasure?

TABLED ITEMS

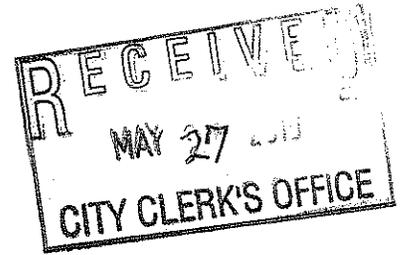
A motion is in order to remove any of these items from the table.

3. Presentation by Robert Cote, President of Brattle Consulting Group, Inc., regarding SubItUp.com and its impact on the Manchester Police Department.
(Note: Tabled 04/20/2010; no representative present.)
4. Communication from Connie Boyles Lane, Orr & Reno, regarding the Effluent Supply Agreement between Manchester and Granite Ridge Energy.
(Note: Table 04/20/2010, awaiting an update from the City Solicitor. An updated agreement from the City Solicitor is attached.)
5. Communication from Jay Minkarah, Economic Development Director, recommending that the City enter into a proposed Water Line & Sewer Line Extension Agreement with the U.S. Department of Labor related to the Job Corps Center construction off of Dunbarton Road.
(Note: Referred by the Board of Mayor and Aldermen on 05/04/2010. Tabled 5/18/10 at the Department Heads request.)
6. There being no further business, a motion is in order to adjourn.

James A. Burkush
Chief of Department



City of Manchester
Fire Department



TO: Board of Mayor and Aldermen
FROM: Chief James Burkush *JAB*
DATE: May 27, 2010
RE: Ambulance Service Contract

Requests for proposals for ambulance service have been received and reviewed. After due and careful consideration, Fire Administration and an ad hoc committee recommends that **American Medical Response of Massachusetts, Inc.** be awarded the contract for ambulance service for the City of Manchester.

TERMS AND TERMINATION

The Term of this agreement shall be from 12:01 am January 1, 2011 to 12:00 midnight on December 31, 2012 Eastern Standard Time. The City, in its sole discretion, may extend the Term of this Agreement by two one year terms by giving the Contractor written notice of said extension not less than 30 day prior to the end of the then current Term.

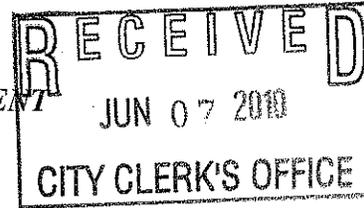
COMPENSATION

The Contractor shall pay to the City the following minimum amounts as reimbursement for the dispatcher services being provided pursuant to this agreement.

- a. 2011 - \$235,000.00
- b. 2012- \$253,225.00



CITY OF TAUNTON
LAW DEPARTMENT
DIVISION OF RISK MANAGEMENT
15 SUMMER STREET
TAUNTON, MA 02780
Tel. (508) 821-1172
Fax (508) 821-1397



Jane E. Estey
City Solicitor

June 4, 2010

Carol A. Souza
Risk Manager

Mr. Matt Norman, City Clerk
Attn: Board of Aldermen
1 City Hall Plaza
Manchester, NH 03010

Ladies and Gentlemen:

It is my pleasure to recommend American Medical Response to anyone considering its service.

The City of Taunton has maintained a contract with AMR and our local hospital since the early nineties; and, as the City's representative to the Ambulance Oversight Committee with AMR and Morton Hospital, I can testify without hesitation to their reliability and professionalism. One of my responsibilities is to receive and handle questions and complaints from the public about the emergency ambulance service. I cannot recall how many years have passed since we have received a complaint. In addition, Morton Hospital routinely mails a survey to former patients, and one of the questions relates to patients' satisfaction with the emergency ambulance service. AMR consistently receives the highest satisfaction level in the survey, and, more often than not, a 95% favorable rating.

I am continually impressed by the AMR staff's dedication to making the service the best it can be. In addition to my own observations, hospital officials have told me that the Emergency Room staff and AMR have developed a cohesive team of which they are very proud.

American Medical Response has never let us down in an emergency, whether it be evacuating all patients from our Nursing Home during a crisis, or providing extra ambulances on standby for the huge funeral procession for the first Taunton soldier lost in the war, or the annual Kiddies' Day celebration. AMR is responsive to the community in which they serve, going beyond their contractual obligations. We are indeed fortunate to have them as a part of our community.

If you have any questions, I shall be happy to speak with you. Please call me at the above number.

Very truly yours,

Carol A. Souza
Risk Manager

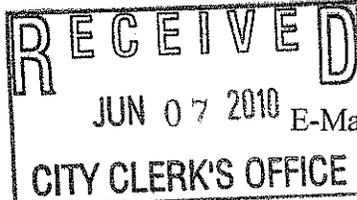


City of Somersworth Fire Department

195 Maple Street – Somersworth, NH 03878-1594



Donald R. Messier
Fire Chief/EMD



Business: (603) 692-3457
Fax: (603) 692-5147
E-Mail: Donmessier@somersworth.com
www.somersworth.com

June 3, 2010

Mr. Matt Norman
City Clerk
Attn. Board of Alderman
1 City Hall Plaza
Manchester, NH 03101

RE: American Medical Response (AMR)

Chief,

This letter is a follow-up to our conversation a few weeks ago about the relationship between the Somersworth Fire Department and AMR.

AMR has been under contract with the City of Somersworth providing quality E 9-1-1 EMS transport services since 1971, during this period the city has received few if any complaints about their service delivery in quality or response times, on a personnel note many of my family and I have been serviced by AMR and received professional service from it's employees.

The relationship between AMR and SFD has grown to where AMR personnel have provided training to our personnel to bring our department from no EMS certification to we're we now have most of or personnel to the EMT-B level which has solidified our working relationship at medical aid and fire service incidents.

In addition to the outstanding pre-hospital services AMR has provided to the city they have always partnered with Somersworth in its Emergency Management Operation and All Hazard Planning by participating in emergency EOC activations and emergency management drill/exercises and as active members of the Strafford County Public Health Network providing EMT-P to administer H1N1 vaccines at our public clinics as well as coordinating the H1N1 vaccines for fire department staff.

Finally, I can't say enough about the working relationship with AMR Regional Director of Operations Paul Robidas. Paul has always been a supporter of our operations and that of the City of Somersworth. We meet regularly to discuss our agencies operations continually working to resolve any issues that may occur in an effort to provide the best pre-hospital care for the citizens of Somersworth.

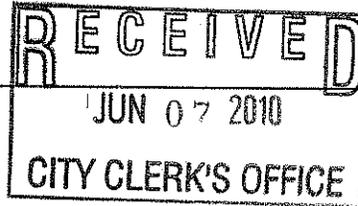
BE SAFE – FIRE SPRINKLERS SAVE LIVES – CHECK SMOKE DETECTORS

2-3

Berwick Fire Department

P.O. Box 696
10 School Street
Berwick, Maine 03901

Phone: 207.698.1174
Fax: 207.698.4592
chiefplante@berwickmaine.org



Mr. Matt Norman
City Clerk
Board of Alderman
1 City Hall Plaza
Manchester, NH 03010

June 2, 2010

Dear, Mr. Norman

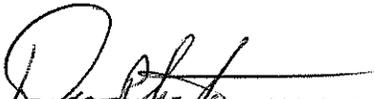
I have been asked to provide a letter of support for American Medical Response who has provided professional Emergency Medical Services 24/7 to the residents of the Town of Berwick for over 35 plus years.

American Medical Response Staff are professional, well trained and up to date on the latest treatments and have an excellent working relationship with both Berwick Fire and Police Departments. Their staff has participated in a number of emergency planning exercises and fire prevention activities within the Town over the year which has created a tremendous public respect for their organization. Their staff also provides continuous educational programs to my department's EMS first responders when needed.

American Medical's Response District Manager, Paul Robidas has shown his willingness to assist the Town in any way he can to support the Town's mission of providing the best possible medical care for our residents. Paul also actively serves on the Town of Berwick's Emergency Management Planning committee and is an asset to that group.

American Medical Response continues to be an asset to the Town of Berwick and I can speak for the entire Town when I say, we are very pleased with the overall service American Medical Response is and will continue to provide in the future for the Town of Berwick.

Please feel free to contact me should you have any questions.


Dennis Plante, Fire Chief / EMA Director
Berwick Fire Department



City of Brockton

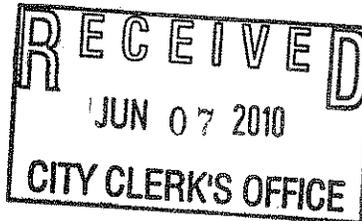
Fire Department

LINDA M. BALZOTTI
MAYOR

EMERGENCY 911

RICHARD C. FRANCIS
CHIEF OF DEPARTMENT

May 26, 2010



To Whom It May Concern:

Ambulance service for the City of Brockton has been provided under contract with a private vendor since 1981. Since 1996, this Ambulance service has been provided by AMR – American Medical Response, 4 Tech Circle, Natick, MA.

Under the terms of the present agreement, the Brockton Fire Department oversees the day-to-day operations of the agreement and achieves this by participating in monthly meetings attended by the Fire Chief and AMR representatives. AMR provides all training to members of the Brockton Fire Department for EMT, EMT I, Epi-Pen training, Defib training, and Emergency Medical Dispatcher training for the Fire Alarm Dispatchers.

The Brockton EMS system provides that the initial call for assistance is handled by a trained Emergency Medical Dispatcher in the Fire Alarm Office who then dispatches a trained EMS, EMT or Paramedic fire company crew, along with the ambulance to the emergency.

The agreement requires that AMR provide three (3) dedicated ALS Ambulances for the City of Brockton use only; however, the EMS call volume frequently requires more than the dedicated three (3) ALS ambulances and AMR has had the ability to provide sufficient ambulances to handle as many as seven (7) to eight (8) simultaneous calls.

The City of Brockton experiences with the AMR contract and the personnel provided by AMR to execute the contract has been very favorable with very few problems considering an annual EMS call volume in excess of 15,000 calls per year.

Very truly yours,

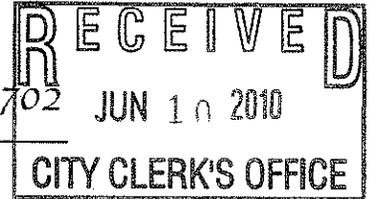
Richard C. Francis
Chief of Department

RCF:rok

"City of Champions"
BROCKTON FIRE DEPARTMENT 560 WEST STREET BROCKTON, MASSACHUSETTS 02301
TEL. (508) 583-2323 FAX (508) 588-0863 CHIEF'S OFFICE (508) 588-0585
fire@ci.brockton.ma.us



Town of Framingham, Massachusetts 01702



Fire Department Headquarters

Gary T. Daugherty
Chief

10 Loring Drive
TEL: (508) 532-5930
FAX: (508) 620-4946

June 7, 2010

Town of Manchester
1 City Hall Plaza
To the Board of Mayor and Aldermen
Manchester, NH 03101

As Chief of the Framingham Fire Department I am pleased to write on behalf of the AMR Medical Services. The Town of Framingham and the Framingham Fire Department have had an affiliation with AMR or its predecessor company since the early 1990's.

AMR emergency medical technicians and paramedics provide high level quality of care to the residents and visitors of Framingham on a daily basis. Working and living side-by-side with Framingham Fire Fighter's; trust is a hard thing to earn and very easily lost. I can say that without a doubt the members of this department trust the personnel of AMR to perform to the highest levels possible when called upon. As a paramedic with over 32 years of field experience I am constantly screening calls and demand the best for the residents of our community.

AMR's contributions to the community are not limited to patient care. They have provided community education to various civic groups and schools. They have done Blood Pressure Screenings and Health Fairs at our requests, along with other events.

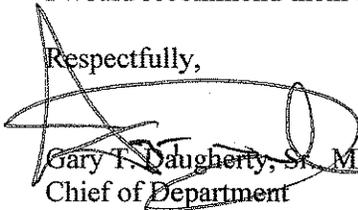
AMR's list of available equipment and back-up resources is invaluable to a community such as ours where numerous and varied calls occur daily. They have trained their personnel to the National Incident Management Systems Standards and are fully capable of integrating their personnel into our Incident Command Structure should the need arise.

AMR's management team is readily accessible and meets with our command staff on a weekly basis. They are responsive to our concerns when one should arise and correct any concerns immediately.

I am confident in saying that they have a unique ability to be team players and are a quality healthcare provider for the Town of Framingham.

I would recommend them to provide service to any community or organization.

Respectfully,

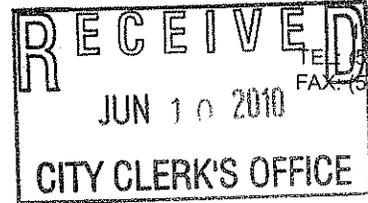

Gary T. Daugherty, Sr. MPA, EFO, NREMT-P
Chief of Department



Town of Framingham, Massachusetts 01702

Fire Department Headquarters

Gary T. Daugherty
Chief



10 Loring Drive
TEL: (508) 532-5930
FAX: (508) 620-4946

June 7, 2010

Town of Manchester
1 City Hall Plaza
To the Board of Mayor and Aldermen
Manchester, NH 03101

As Chief of the Framingham Fire Department I am pleased to write on behalf of the AMR Medical Services. The Town of Framingham and the Framingham Fire Department have had an affiliation with AMR or its predecessor company since the early 1990's.

AMR emergency medical technicians and paramedics provide high level quality of care to the residents and visitors of Framingham on a daily basis. Working and living side-by-side with Framingham Fire Fighter's; trust is a hard thing to earn and very easily lost. I can say that without a doubt the members of this department trust the personnel of AMR to perform to the highest levels possible when called upon. As a paramedic with over 32 years of field experience I am constantly screening calls and demand the best for the residents of our community.

AMR's contributions to the community are not limited to patient care. They have provided community education to various civic groups and schools. They have done Blood Pressure Screenings and Health Fairs at our requests, along with other events.

AMR's list of available equipment and back-up resources is invaluable to a community such as ours where numerous and varied calls occur daily. They have trained their personnel to the National Incident Management Systems Standards and are fully capable of integrating their personnel into our Incident Command Structure should the need arise.

AMR's management team is readily accessible and meets with our command staff on a weekly basis. They are responsive to our concerns when one should arise and correct any concerns immediately.

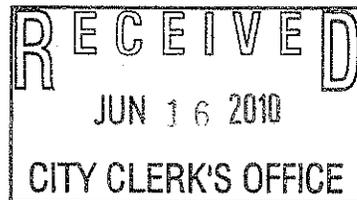
I am confident in saying that they have a unique ability to be team players and are a quality healthcare provider for the Town of Framingham.

I would recommend them to provide service to any community or organization.

Respectfully,

Gary T. Daugherty, Sr., MPA, EFO, NREMT-P
Chief of Department

James A. Burkush
Chief of Department



City of Manchester
Fire Department

TO: Board of Mayor and Aldermen

FROM: Chief James Burkush *JAB*

DATE: June 16, 2010

RE: American Medical Response Agreement

Enclosed please find a copy of an agreement between the City of Manchester and American Medical Response of Massachusetts, Inc.

Should you have any questions, please contact me at 669-2256.

AGREEMENT

THIS AGREEMENT is made this 17th day of May, 2010 between the City of Manchester, New Hampshire (hereinafter called the "City") with an address of One City Hall Plaza, Manchester, New Hampshire and American Medical Response of Massachusetts, Inc. (hereinafter called the "Contractor") with an address of 4 Tech Circle, Natick, Massachusetts 01760.

WHEREAS, the City has requested proposals for emergency ambulance service to be provided to the City and set forth a scope of services; and

WHEREAS, the Contractor submitted a proposal to the Mayor and Board of Aldermen in response to the specifications of the scope of services, stating in such proposal that it would provide full-time, 24-hour Emergency Ambulance Service to all citizens of and persons requiring emergency assistance in the City of Manchester; and

WHEREAS, the City and the Contractor revised the scope of services and proposal through a series of negotiations; and

NOW, therefore, in consideration of the mutual covenants contained herein, the parties hereby mutually agree as follows:

I. GENERAL REQUIREMENTS

A. TERM AND TERMINATION

1. The Term of this Agreement shall be from 12:01 a.m. January 1, 2011 to 12:00 midnight on December 31, 2012 Eastern Standard Time. The City, in its sole discretion, may extend the Term of this Agreement by two one year terms by giving the Contractor written notice of its said extension not less than 30 days prior to the end of the then current Term.
2. Termination
 - a. If the Contractor fails in the performance or observance of any provision of this Agreement, the City shall give the Contractor notice specifying in what manner the Contractor has failed. If the failure is not cured by the Contractor within thirty (30) days after the delivery of the notice the City may terminate this Agreement by providing the Contractor with a written notice of termination.
 - b. In the event of termination, any fees due shall be prorated to the date of termination.

B. SERVICES REQUIRED TO BE PROVIDED

1. The Contractor shall furnish full time twenty-four hour per day emergency ambulance service (hereinafter "service") to all citizens of and persons requiring emergency ambulance assistance in the City during the term of this agreement. This service will be provided in accordance with the specifications contained in this agreement.
2. The Contractor shall Provide Service as follows:
 - a. During the period January 1, 2011 through and including December 31, 2012, Emergency Ambulance Service with no fewer than four (4) ambulances (Type I or III) that meet or exceed the United States Government DOT Specification KKK-1 822D (current standard) and the State of New Hampshire requirements for licensing as Transport Vehicles pursuant to Saf-C 5900 staffed 24 hours per day. In addition, one (1) manned primary backup ambulance available within ten (10) minutes which will meet or exceed the Current Federal Specifications and State of New Hampshire requirements for licensing Transport Vehicle pursuant to Saf-C 5900 and shall be licensed as a Transport Vehicle by the New Hampshire Bureau of Emergency Medical Services and available for service.
 - b. The Contractor may submit an alternative staffing model, which provides for a minimum of 672 staffed ambulance hours per week, to the Fire Chief for his approval. If the fire chief does not approve, the default staffing model shall be as indicated in Section I. B. 2. (a) above.
 - c. If an alternative staffing model is approved by the Fire Chief, the City reserves the right to revoke said approval at any time. In such a case, the default staffing model indicated in Section I. B. 2. (a) shall be followed.
3. In addition to the above, the following services will be provided to the City by the Contractor:
 - a. Ambulance Standby Service at any situation deemed necessary by any city agency made through the Manchester Fire Department. Additionally, any and all "standby services" provided within the City shall be made through and coordinated by the Manchester Fire Department. The EMS unit(s) will remain on standby until relieved by the City Official in charge.

- b. Emergency Medical Services, free of any charge or cost, to any City employee while the employee is fulfilling his/her duties as a City employee
- c. Response to mutual aid requests by officials of neighboring jurisdictions made through the Manchester Fire Department.
- d. Shall, at the direction of the Manchester Fire Department Training Division assist in the development and implementation of a training system which will result in the certification or recertification of fire department personnel as an EMT-B, EMT-I or EMT-P.
- e. Shall, at the direction of the Manchester Fire Department Training Division assist in the development and implementation of a training system which will result in the certification or recertification of police department personnel at the CPR, First Responder, EMT-B, EMT-I or EMT-P levels. Contractor shall provide instructors for the forgoing certification programs at the Department's request.

The Contractor shall allow for additional ride-along, observation or training for Fire Department EMS-certified personnel.

Participation by the Contractor in the development and implementation of these programs shall be at a level satisfactory to the Fire Chief or his designee.

- f. Maintain a Mass Casualty Incident (MCI) trailer (owned by City) and the equipment to support it. The Contractor shall maintain said supplies and ensure rotation of perishable medical equipment. The Contractor shall, at the direction of the Fire Chief, or his designee, also assist in the development and execution of at least one (1) Mass Casualty Incident (MCI) drill per year in conjunction with the necessary City departments and the local hospitals.
- g. The Contractor shall, at the direction of the Fire Chief or his designee provide community educational programs on subjects such as CPR, EMS awareness and the dangers of DWI.
- h. Provide recurring oxygen replenishment for Fire and Police Department oxygen cylinders.
- i. Develop and implement a system approved by the Fire Chief or his designee, to replace all disposable medical equipment and supplies used by the Fire Department. Said medical equipment and

supplies shall include, but not be limited to infection control supplies, airway maintenance, oxygen administration, advanced life support supplies as well as other disposable medical supplies. Any disposable medical equipment and supplies not replaced by the Contractor shall be replaced by the City with the Contractor paying the entire cost thereof.

- j. The provider shall perform a monthly Patient Satisfaction Survey and provide the results to the Fire Chief or his designee.
- k. Shall, at the direction of the Manchester Fire Department Training Division, attend Fire Department training, critiques and programs.

C. DEFINITION OF AN EMERGENCY AMBULANCE CALL:

- 1. An emergency ambulance call is made in response to a perceived individual need for immediate medical care, to prevent death, or aggravation of physiological or psychological injury or illness: and which is not or cannot be prearranged or otherwise scheduled prior to the call. Any request for an emergency ambulance response received at the Contractors dispatch center shall immediately be directed to the Fire Departments Emergency Communications Center without delay.
- 2. It is the intent of the parties that this agreement pertains solely to emergency ambulance calls. The parties hereby represent and warrant that the compensation provided for in paragraph I. D. is the result of legitimate, arms-length negotiations and is not conditioned on the City making or arranging for, either directly or indirectly, referrals of non-emergency calls or other referrals to Contractor in exchange for such compensation or to secure the reimbursement rates contained in Paragraph II. or any other remuneration. The Contractor hereby acknowledges and the City hereby states that the City will not arrange for, directly or indirectly, referrals of any non-emergency calls.

D. COMPENSATION

- 1. The Contractor shall pay to the City the following minimum amounts as reimbursement for the dispatch services being provided pursuant to this agreement:
 - a. 2011 - \$ 235,000.00
 - b. 2012 - \$ 243,225.00

E. SERVICE UPGRADES

1. The City reserves the right, during the term of this agreement, to negotiate with the Contractor for increases in the level of service to be provided hereunder.

F. PERFORMANCE AND PAYMENT BONDS

1. Simultaneously with the delivery of the executed contract the contractor must deliver to the City two (2) executed bonds in the amount of \$500,000 each, one as security for the faithful Performance of the contract and one for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the form of a Performance and Payment Bond, and having as surety thereon, such surety company or companies as are approved by the City and registered and licensed to do business in the State of New Hampshire. Attorney in fact and/or other officers who sign contract bonds must file with each bond a certified copy of their power of attorney or authority to sign said bonds.

G. ADMINISTRATION OF AGREEMENT

1. The Contractor acknowledges that the Chief of the Manchester Fire Department or his designee shall oversee Contractors performance of its obligations hereunder and that the Chief or his designee shall be responsible for the administration of this agreement on behalf of the Mayor and Board of Aldermen.

II. SERVICE SPECIFICATIONS

A. AMBULANCES:

1. The Contractor will be required to provide no less than four (4) ambulances, (Type I or III) that meet or exceed the current federal specifications and the State of New Hampshire requirements for licensing of Transport Vehicles pursuant to Saf-C 5900 (the "Primary Response Ambulances"). Staffing levels shall be as specified in Section I. B. 2.
2. The Contractor will be required to provide, in accordance with Section I. B. 2 (a), one (1) unmanned primary backup ambulance, (Type I, II, or III). Said ambulance will be the primary backup ambulance that will be utilized as a primary response vehicle when one of the primary ambulances are out of service for maintenance or mechanical failure. The vehicle shall meet the standards set forth in Saf-C 5900 for Transport Vehicles by the New Hampshire Bureau of Emergency Medical Services.

3. The Primary Response Ambulances shall be no more than twelve (12) months old at the time the Agreement is signed, unless otherwise approved by the Fire Chief or his designee.

No Primary Response Ambulance shall be kept in service in excess of forty-eight (48) months, unless otherwise approved by the Fire Chief. The age of the ambulance shall be determined as of the date the vehicle is first registered for use in the State of New Hampshire, provided that prior to that registration it was not used as a demonstrator, or for any other purpose which would start the process of physical deterioration, and further provided, that the ambulance is put into service within one (1) year of the date of manufacture.

Documentation shall be provided for the above requirement.

4. The Primary Response Ambulances are to be used only for emergency response for the City, or for response to mutual aid requests.
5. The Contractor shall display the following on each side of the primary response ambulances:
 - a. Emergency Paramedic Service for the City of Manchester, New Hampshire Fire Department the exact wording of which shall be approved by the Fire Chief or his designee.
 - b. The name of the owner or business name under which the owner operates
 - c. Dial 9-1-1 for emergencies.
 - d. The units' response identification number.
6. All ambulances shall be registered in the State of New Hampshire, licensed by the New Hampshire Department of Safety, Bureau of Emergency Medical Services, and shall meet the motor vehicle inspection requirements of the State of New Hampshire at all times.

Documentation shall be provided for the above requirement.

B. AMBULANCE DEPLOYMENT/HOUSING

1. The Contractor shall provide complete housing facilities and guarantee that the Primary Response Ambulances and the primary backup ambulance are located within the City limits to allow an average response time of less than seven (7) minutes in ninety-five percent (95%) of all requests for emergency assistance.

2. The Contractor shall assume sole responsibility for all costs associated with the installation of a fiber optic network line from the City's network to the facility designated by the Contractor and the City as Contractor's primary housing facility.

C. AMBULANCE EQUIPMENT, SUPPLIES AND MEDICATIONS:

1. The Primary Response Ambulances and backup ambulance shall be stocked with the supplies and equipment that meet or exceed the requirement of Saf-C 5900 in addition to the requirements of the Medical Resource Hospital.
2. Medications shall only be carried on board the Primary Response Ambulances. The ambulances shall only carry medications approved for paramedic usage by the New Hampshire Bureau of EMS as delineated in the most recent version of the NH EMS Patient Care Protocols All medications shall be stored in locked drug boxes with controlled substances under a double lock system.
3. The Contractor shall follow the policies and procedures of the Medical Resource Hospital for the storage, utilization, and documentation of all medications.
4. The Contractor shall notify the Fire Chief or his designee in writing within twenty-four (24) hours of any "unusual" events regarding the pre-hospital utilization of narcotic agents, including but not limited to, disappearance, unexplained usage and unexplained breakage.

D. COMMUNICATIONS:

1. Dispatch: The City shall provide an emergency medical dispatch center using certified Emergency Medical Dispatchers in conjunction with the State of NH E-9-1-1. This center shall act as the Manchester EMS coordinating center. The City shall also provide a high quality communications system to dispatch and control emergency medical service units and personnel. The City shall assure that the communications system has the appropriate up-to-date F.C.C. licenses, and is operated in conformance with FCC rules and regulations.
 - a. The City will receive and process all requests for emergency medical services and provide all dispatch functions.
 - b. The City agrees to allow the Contractor access to the tapes and communication log in the investigation and resolution of system complaints.

2. MOBILE COMMUNICATIONS:

- a. The City shall provide dispatch frequency radios as it deems appropriate.
- b. All E.M.S. radio systems will conform in frequency and design to the State of New Hampshire E.M.S. Communications Plan.
- c. Each ambulance provided for under this agreement shall be equipped with a cellular telephone to be used to establish medical control in the field.
- d. All vehicles shall be equipped with a Mobile Data Terminal, Automatic Vehicle Locator and mapping software provided by the City.
- e. All mobile communication equipment shall be installed by, and at the expense of, the Contractor.

E. MEDICAL STANDARDS AND CONTROL:

1. The Contractor shall be licensed as a unit pursuant to Saf-C 5900 and shall have a signed agreement with the same facility as the Manchester Fire Department, to act as its medical resource acute care hospital pursuant to Saf-C 5900.
2. Medical Control for Advanced Life Support procedures may be obtained from any receiving hospital. Factors determining a Medical Control facility will be limited to:
 - a. The Receiving Hospital the patient wishes to be transported to.
 - b. The closest Receiving Hospital to the scene of the emergency.
 - c. Point of entry plan for trauma and cardiac intervention.
 - d. Diversion status of receiving hospitals.
3. In addition to the requirements of paragraph I (2), the Contractor shall guarantee that the City will not be held liable for any acts or omissions of personnel in communicating a patient's clinical condition to the Medical Control Physician providing on line Medical Control, or in said personnel's understanding, interpretation and implementing orders or treatment Protocols specified by the on-line Medical Control physician or clinical treatment protocol approved by the Medical Resource Hospital. Additionally, the Contractor shall guarantee that the City will not be held liable for injuries a

patient or passenger incurs during the loading into, transportation in and embarking from ambulances operated by the Contractor under the provisions of this contract.

4. The Contractor shall verify to the City by written documentation that the New Hampshire Bureau of Emergency Medical Services has licensed all advanced life support personnel employed in the City pursuant to Saf-C 5900.
5. The Fire Department desires a consistent complement of EMS providers in the City. To that end, the Contractor will provide a listing of all EMS personnel dedicated to the City. Individuals not listed shall not operate under this contract in the City of Manchester without the Fire Chief's, or his designee's, approval.
6. The Medical Resource Hospital shall be responsible for approving Advanced Life Support Personnel in conjunction with the Fire Chief, or his designee, and have the authority to revoke/suspend protocol privileges and otherwise medically discipline practitioners within the Manchester system.
7. The Contractor agrees to abide by the rulings of the Fire Chief or his designee relative to ALS personnel approval, and disciplinary procedures including protocol revocation and suspension. The Contractor guarantees that any employee, whose protocols are suspended or revoked, will be immediately removed from assignment to a primary emergency response ambulance until protocols are restored. The Contractor agrees to notify the City in writing of any incident involving an employee's protocol suspension/revocation, the history of the incident leading to protocol suspension/revocation, the disciplinary and/or corrective actions, and eventual resolution, dismissal, temporary suspension, or reinstatement.

F. RESPONSE:

1. Response time is calculated from the time the MFD dispatch center transmits a call for emergency assistance, until the time the ambulance arrives on scene and notifies the dispatcher.
2. The Contractor will meet a maximum response time of seven (7) minutes for ninety-five percent (95%) of all Emergency Calls dispatched at the Charlie, Delta and Echo level responses and less than twelve (12) minutes at the Omega, Alpha and Bravo level responses as determined using a nationally recognized Emergency Medical Dispatch Priority Reference System.
3. The Contractor shall document in writing, each request for Emergency Services with a response time in excess of seven (7) minutes at the Charlie, Delta and Echo level responses, identifying the cause of the extended response

time, and document the Contractor's efforts to eliminate repetition of the cause of extended response time performance.

4. The Contractor shall document in writing, each request for Emergency Services with a response time in excess of twelve (12) minutes at the Omega, Alpha and Bravo level responses identifying the cause of the extended response time, and document the Contractor's efforts to eliminate repetition of the cause of extended response time performance.
5. Response Time Exemptions: It is understood that "Unusual Circumstances" include only unusually severe weather conditions, disasters, or unusual periods of very high demand upon the system due to multiple casualty incidents. These "Unusual Exemptions" may be reviewed by the Fire Chief or his designee at the City's discretion.
6. While in response to the scene of an emergency or transporting a patient to a medical facility, ambulances shall adhere to all provisions of RSA 265:8 relative to the response of emergency vehicles. In addition the Contractor agrees to the following:
 - a. The ambulances shall not exceed the posted speed limit by more than ten (10) miles per hour.
 - b. The ambulance shall come to a complete stop prior to proceeding through any stop sign, or red light.
 - c. The ambulance shall slow down when given the right of way through a busy intersection.
 - d. If in a dual response to a request for medical assistance, the ambulance will follow the fire apparatus at a safe distance recognizing the fact traffic may not realize an additional unit is following. Additionally, during a dual response, the Contractor will make personnel aware of the Fire Departments use of the Opticom Pre-emption system used by the City.
 - e. E.M.S. personnel will use optimal judgment and discretion in using audible warning devices between the hours of 11:00P.M. and 6:00 A.M.

G. FIRE DEPARTMENT - SUPPORT/COVERAGE:

1. Where the Manchester Fire Department finds it to be appropriate the Department will act as First Responder in a request for emergency medical services. Their function at the scene of a medical emergency will be to:

- a. Implement the incident command system and assume command.
 - b. Initiate patient assessment, treatment and stabilization.
 - c. Provide additional resources if needed.
 - d. Manage all scenes in which patients are injured or ill. Upon arrival of the Contractor EMS provider, he or she will assume primary medical responsibility for patient care as long as the scene has been deemed safe by the Incident Commander. Patient medical care shall be under the control of the medical control physician when conditions warrant and otherwise through the most current version of the NH EMS Patient Care Protocols.
2. For all calls received directly at the Manchester Fire Department, the department will utilize an Emergency Medical Dispatch Priority Reference System that dispatch's aid to emergencies that includes systematized caller interrogation questions; systematized dispatch life support instructions and systematized coding protocols that match the dispatcher's evaluation of the injury or illness severity with the vehicle response mode and vehicle response configuration as determined by the Medical Control physician for the Department.
 3. The Contractor agrees to train City firefighters, while the firefighters are on duty, to familiarize them with the system, equipment and ambulances.
 4. The Contractor shall, if the Fire Chief in his sole discretion deems it appropriate, negotiate with the City to pay the City for advanced life support services which fire department personnel administer to any patient

H. PERSONNEL:

1. Primary Response Ambulance: The Contractor will staff each Primary Response Ambulance with a minimum of one (1) New Hampshire licensed Nationally Registered Emergency Medical Technician Paramedic and one (1) New Hampshire licensed Registered Emergency Medical Technician Intermediate.
2. The Contractor assures that paramedics practicing in the City of Manchester will meet the following qualifications:
 - a. Licensed New Hampshire provider pursuant to Saf-C 5900 and any other applicable regulations.
 - b. Current driver's license.

- c. Any Paramedic working under the terms of this contract must have at least one year experience working as a Paramedic.
 - d. Certified at the following National Incident Management levels at time of hire or within six months:
 - 1) IS-100 – Introduction to the Incident Command System
 - 2) IS-200 – ICS for Single Resources and Initial Action Incidents
 - 3) IS-700 – NIMS, An Introduction
 - 4) IS-800 – National Response Framework, An Introduction
 - e. Be familiar with all major access points and roads in the Manchester area so as to maintain the maximum response time of no more than seven (7) minutes.
 - f. Pass a pre-employment physical including a drug screening following the Department of Transportation drug screening policies.
 - g. All of the above shall be documented and presented to the Fire Chief or his designee prior to employment within the City of Manchester.
3. The Contractor assures that EMT-Is practicing in the City of Manchester will meet the following qualifications:
- a. Licensed New Hampshire provider pursuant to Saf-C 5900 and any other applicable regulations.
 - b. Current driver's license.
 - c. Certified at the following National Incident Management levels at time of hire or within six months:
 - 1) IS-100 – Introduction to the Incident Command System
 - 2) IS-200 – ICS for Single Resources and Initial Action Incidents
 - 3) IS-700 – NIMS, An Introduction
 - 4) IS-800 – National Response Framework, An Introduction

- d. Be familiar with all major access points and roads in the Manchester area so as to maintain the maximum seven (7) minute response time.
 - e. Pass a pre-employment physical including a drug screening following the Department of Transportation drug screening policies.
 - f. Any EMT-I working under the terms of this contract must have at least one year experience working as an EMT-I.
 - g. All of the above shall be documented and presented to the Fire Chief or his designee prior to employment within the City of Manchester.
4. Reasonable Work Schedules and Working Conditions: While this Contract is a "performance" contract and while the Contractor is not only allowed, but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently the Contractor is expressly required to utilize reasonable work schedules, shift assignments and to provide adequate working conditions. The primary issue is patient care, and the Contractor is expected to utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills. The Contractor shall not allow any employee to work in any patient care environment in the City for longer than a twenty-four (24) hour period without a minimum eight (8) hour rest period. This shall include all part-time and per diem employees.
5. Reasonable Compensation and Fringe Benefits Required: A high level of efficiency is expected and required under this agreement. It is assumed that such efficiency will be derived from the systems superior economics of scale, precision dispatching, from the numerous advantages of more professional and better-motivated work force, from superior management practices, and from the effects of periodic competition.

It is not, however, intended that economic efficiency should be derived by the use of compensation levels for field personnel that are below the New England industry average. The City in no way intends to restrict the ingenuity of the Contractor and its employees in working out new and creative compensation packages.

6. The Contractor agrees to submit the names and employment/training records of all personnel involved with the Manchester EMS system to the Fire Chief or his designee prior to hiring and/or assignment. The Fire Chief or his

designee shall approve all personnel before assignment to any position in the Manchester EMS system.

7. The work schedules for all personnel assigned to EMT-P and EMT-I duties shall be provided to the Fire Chief or his designee in the month prior to work. Changes in assigned personnel must be reported to the Fire Chief or his designee in writing. The Contractor shall report the status of assigned personnel to the Manchester Fire Department at the beginning each shift change.

I. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

1. In consideration of the utilization of Contractor's services by the City and other valuable consideration, the receipt of which is hereby acknowledged, Contractor agrees that all persons furnished by Contractor shall be considered the Contractor's employees or agents and that the Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them required by law.
2. Contractor hereby agrees to protect, defend indemnify and hold the City and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of actions of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, liens, debts, Personal injuries including injuries sustained by employees of the City, death or limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising from this agreement. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision shall be effective without regard to whether such injuries, deaths or damages are caused by or attributable in Whole or in part to the negligence of the City, its employees, agents, officers or servants.
3. The Contractor shall indemnify and hold the City harmless from any damage or injury to any person or property caused by or attributable to any actions of human error by the Contractor's Employees or Agents.
4. Contractor agrees to maintain in full force and effect:
 - a. Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage, XCU coverage, and contractual coverage and contractual liability coverage insuring the agreements contained herein. The minimum,

limits of liability carried on such insurance shall be \$3,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury, Property damage liability and personal injury (wrongful acts).

- b. Professional Liability or Malpractice Insurance with limits not less than 1,000,000.
- c. Automobile Liability Insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$3,000,000 each accident, combined single limit for bodily injury and property damage.
- d. Worker's Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, 1955 RSA281-A, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 each employee and \$500,000 per policy year.
- e. Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of Contractor.
- f. Insurance companies utilized must be admitted to do business in New Hampshire or be on the New Hampshire 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.
- g. Contractor shall 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 current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability, auto liability and medical malpractice insurance, name the City as an additional insured and 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 03103 at least thirty (30) days in advance of such cancellation or change.
- h. The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Contractor's liability hereunder or in any way modify the Contractor's indemnification responsibilities to the City

- i. It shall be the responsibility of Contractor to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

J. INSPECTIONS:

1. The City reserves the right to inspect, at any time, any and all ambulances, the premises used to garage the ambulances and crew quarters. The Manchester Fire Department Fire Prevention Division will conduct annual inspections of the premises.

K. VEHICLE AND EQUIPMENT MAINTENANCE:

1. The Contractor shall be responsible for the maintenance of all vehicles and equipment in order to ensure safe, dependable, and clean operations.
2. The Contractor shall have an established, written preventative maintenance program for all ambulances responding to emergencies in the City of Manchester and shall provide a copy for review by the Departments Maintenance Supervisor.
3. Ambulance exteriors shall be washed frequently and be free of rust, dents, missing wheel covers, or other broken parts.
4. Ambulance interiors and equipment shall be "hospital" clean at all times free of dust, dirt, and grease or any bodily fluid.
5. Vehicles shall be licensed as Transport Vehicles, registered, and inspected per the State of New Hampshire Motor Vehicle Regulations and New Hampshire Department of Safety, Bureau of Emergency Medical Services Regulations.
6. The Contractor shall be permitted to refuel emergency vehicles at City owned gasoline pumps as designated by the Fire Chief. Each month the City shall provide to the Contractor a statement of the total gallons dispensed the cost per gallon and the total amount due. The total amount due shall be paid by the Contractor within thirty (30) days.
7. The Contractor agrees that if any ambulance assigned to service the City becomes inoperative for any reason, a backup ambulance will be available and physically located within the City of Manchester within ten (10) minutes.
8. The Contractor agrees to notify Fire Dispatch of any mechanical failure of a primary response ambulance while enroute to the scene of an emergency or in transit to the hospital with a patient. The Contractor agrees to notify the Fire

Chief or his designee of the reason for any delay in response and provide a written report within one (1) business day.

9. The Contractor agrees to notify Fire Dispatch immediately of any ambulance involved in an accident and provide the Fire Chief or his designees and provide a written report within one (1) business days.

L. REIMBURSEMENT

1. All billing and collections for the service shall be the responsibility of the contractor.
2. The Contractor agrees to bill the patient's insurance company, or assist the patient in any way possible, so they may recoup insurance company reimbursement.
3. No person shall be denied emergency transportation because of inability to pay any fee. No person shall be forced to pay any fee before emergency medical services and/or transportation is provided.
4. The contractor agrees that it shall accept assignment from NH Medicaid & Medicare. The Contractor shall accept Medicaid reimbursement as payment in full and shall not bill Medicare patients in excess of Medicare's maximum allowable charge.
5. The Contractor agrees that the following rate structure shall be the maximum charged by the Contractor for all billings and collections made for services rendered during the term of this agreement.
 - a. Patient fees (Compensation by Patients) will mirror and include all Medicare B allowable charges for ground ambulance services for Urban New Hampshire plus 35.0%. Patient fees will change whenever the published allowable Medicare B charges for ground ambulance services in urban New Hampshire change and will remain at 35.0% above those allowable charge levels.
 - b. Contractor agrees that any patient that does not have insurance coverage shall be billed at the Medicare B allowable plus 35%.
 - c. Contractor agrees that the aggregate patient responsible amount billed to any one patient inclusive of any co-payment or deductible for any single transport shall not exceed the Medicare B allowable plus 35%.
 - d. The aforementioned notwithstanding, the parties acknowledge and agree that nothing contained in this Agreement shall restrict or

limit the rates Contractor might negotiate and obtain from any third party payor.

- e. The parties acknowledge and agree that the limitations included herein on the amount Contractor may bill to any patient shall not apply to any amounts paid directly to a patient by an insurance company. Contractor may make all reasonable attempts to collect the full value of these amounts.
6. The Mayor shall appoint a three (3) person board to which those who feel the fee for emergency ambulance service causes undue hardship may apply. The board shall consist of the contractor or its designee, a city official and a local clergyman. Members shall serve without compensation. The administrative cost, if any, shall be borne by the Contractor. A patient who is transported as the result of an emergency ambulance call and who feels that the fee causes undue financial hardship shall be informed by the Contractor that the patient may make application to the board for consideration of the alleged undue hardship within sixty (60) days of the date upon which the service is rendered, exclusive of any period during which the patient is hospitalized. The board will meet at mutually agreed upon times and dates as necessary. The board may, by a majority vote, abate the entire fee or a portion thereof. The Contractor shall seek to collect only the fee allowed by the board.
7. All Patients involved shall be given a minimum period of sixty (60) days in which to pay the Contractor before Contractor sends the patient's account to a third party collection agency.
8. The schedule of patient charges specified herein will remain in effect over the term of the contract. Any change in the schedule is subject to approval by the Fire Chief or his designee.

M. PERFORMANCE EVALUATION:

1. The Fire Chief or his designee shall monitor the emergency ambulance service for the City and shall meet with the Contractor on a regular basis. The Contractor's delegated employee shall attend any meeting for critiques, and shall also attend meetings or sessions requested by the Chiefs of either the City's Fire or Police Departments.
2. The Contractor shall provide the City with the following information on a monthly basis and within thirty (30) days of the end of each month.
 - a. Number of EMS responses made
 - b. Number of Patients transported

- c. Number of patients receiving Advanced Life Support.
 - d. Nature of Patients problems (those transported).
 - e. Number of Patient refusals or false alarms.
 - f. Average response, on scene, transport times.
 - g. The number of responses that exceed seven minutes between the time of dispatch and arrival on scene.
 - h. Number and types of standbys.
 - i. Number of mutual aid requests.
 - j. Payer class status spread.
 - k. Number of mechanical failures.
 - l. Personnel changes, levels of certifications upgrades.
 - m. Vehicle maintenance log activity.
 - n. Discuss complaints or other relevant issues.
3. The Contractor agrees to notify the Fire Chief or his designee and the City of Manchester, Office of Risk Management, One City Hall Plaza, Manchester, New Hampshire 03103, not less than thirty (30) days prior to any cancellation or major change to insurance coverage as specified in the contract.
 4. The Contractor agrees to submit to the Fire Chief or his designee and the Mayor and Board of Aldermen, in writing, any request for change in patient fees specifically limited by the City as more specifically specified in Section L(5). Adoption of a new rate schedule is subject to approval by the Mayor and Board of Aldermen.
 5. The Contractor agrees to submit all required data electronically to the New Hampshire Bureau of EMS in a mutually agreed upon format within twenty-four (24) hours of the end of each patient contact
 6. The Contractor agrees to allow City officials complete access to all personnel, operations, and financial records and data pertaining to the services specified in the contract, provided that the City will not require the Contractor to provide information that may violate privacy protections provided to employees and to persons receiving healthcare services under the law.

N. DATE OF SERVICE COMMENCEMENT:

1. The Contractor shall begin service at the level required by this agreement at one hundred percent (100%) capacity by 12:01 a.m., January 1, 2011.

O. IMPLEMENTATION OF NEW TECHNOLOGIES

1. During the term of this contract the City and the Contractor shall cooperate in the introduction of new technologies and programs which will improve the delivery of services and/or communications or such other additions or modernization as may be required by the State of NH, City, or the Contractor. Examples of such new technologies, programs or modernization's include, but are not limited to: software interfaces between the State, the City and the Contractor for the purposes of dispatching and records management; automatic vehicle location applications; ProQA; 9-1-1 ANI/ALI programs; mobile data terminal applications and call coding and system status application; State of NH Bureau of EMS Data Collection Program. It shall be the Contractors responsibility to plan and execute all software interface operations.

III. ADDITIONAL TERMS AND CONDITIONS

A. AUDITING AND FINANCE

1. It is the City's intent and expressed desire to closely monitor the financial Performance of this contract. Therefore, the Contractor agrees to maintain an acceptable cost accounting and financial reporting system that will make it possible to fairly present and fully disclose the financial operations of the Contractor relating solely to this contract. The Contractor will keep, in accordance with generally accepted accounting principles, such books of account and records as will properly reflect all income received and disbursements made solely in connection with the contract.
2. The Contractor agrees to maintain all required records for three (3) years after the termination of this Agreement.
3. The City shall have complete access to all personnel, books, documents, papers, data records and information of the Contractor, including subcontractors thereof, which are directly pertinent to this agreement for the purposes of making an audit, examination, excerpts and transcriptions.
4. The Contractor shall make all such personnel, data, records, books and other documents available at the place where these books and records are normally maintained, provided that, all such inspections and audits shall be conducted during regular business hours

5. The Contractor shall furnish a quarterly profit and loss statement and balance sheet, which shall provide financial information restricted to the services called for under this agreement, to the City Finance Officer.
6. The Contractor shall provide the City Finance Officer within ninety (90) days after the end of each operating year, or upon completion whichever is sooner, audited financial statements.

B. SUCCESSORS AND ASSIGNS

1. Each party binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement with respect to all covenants of this Agreement. The Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City.

C. ENTIRE AGREEMENT

1. This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Contractor.

D. NATURE OF AGREEMENT

1. This agreement is intended to cover the delivery and performance of the services described herein and in no way is intended to promote a business arrangement or otherwise counsels a party to this agreement to establish a business arrangement which violates state or federal law.

E. GOVERNING LAW

1. The laws of the State of New Hampshire shall govern this Agreement.

F. CAPTIONS

1. All captions used herein are for purposes of convenience only and shall not be referred to in construing this Agreement.

G. SEVERABILITY

1. In the event any provision of this agreement shall be held invalid or Unenforceable according to law, such invalidity or unenforceability shall not invalidate, or render unenforceable, any other provision hereof.

H. EQUAL EMPLOYMENT OPPORTUNITY

1. In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

I. CONFIDENTIALITY

1. The parties agree that any information regarding the protected health information persons being treated under this agreement is considered confidential pursuant to the federal privacy regulations promulgated under the Health Insurance Portability and Accountability Act (HIPPA). If any identifiable information will be shared by the Parties, the Parties agree to enter into a separate Business Associate Agreement.

J. ACCREDITATION

1. Within twelve (12) months from the date of execution of this Agreement, the Contractor agrees to attain National Accreditation status from the Commission on Accreditation of Ambulance Services (CAAS). Contractor agrees to maintain its National Accreditation for the term of this agreement and any extensions or renewals. The Contractor shall assume all costs for attaining Accreditation.
2. Failure of the Contractor to attain CAAS accreditation within the above specified time period or maintain said accreditation during the term of this Agreement shall constitute a material breach of contract.

K. NOTICE

1. Whenever under this Agreement notice is required to be given, it shall be in writing, sent by registered mail, return receipt requested and shall be deemed to have been given on the date when such notice is posted:

a. If to City:

Fire Chief
City of Manchester
100 Merrimack Street
Manchester, New Hampshire 03101

b. If to Contactor:

General Manager
American Medical Response of Massachusetts, Inc.
4 Tech Circle
Natick, Massachusetts 01760

With a copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives,
placed their hands and seals on the date first above written.

City of Manchester

Date

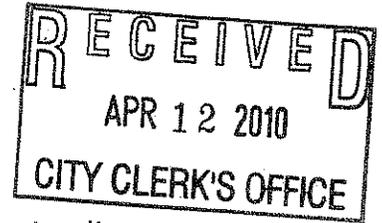
By: _____
Theodore Gatsas
Mayor

American Medical Response of Massachusetts, Inc.

Date

By: _____
Brendan McNiff
General Manager

4/20/10 Tabled



Mayor Gatsas,

My team and I would like to thank you for the opportunity to discuss SubItUp.com and its impact on the Manchester Police Department.

We would like to give a twenty to thirty minute presentation to the Committee on Administration at their earliest convenience. The goal of this presentation will be to outline SubItUp's functionality, address any questions and discuss scalability, integration and any other technical concerns.

We thank you in advance for your consideration.

A handwritten signature in black ink, appearing to be "R. Cote".

Robert Cote
President, Brattle Consulting Group, Inc.



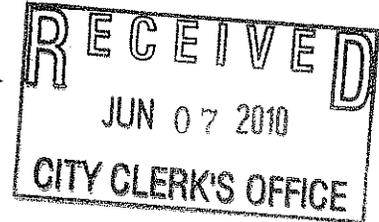
Thomas R. Clark.
City Solicitor



Peter R. Chiesa
Gregory T. Muller
John G. Blanchard
Jeremy A. Harmon

Thomas I. Arnold, III
Deputy City Solicitor

CITY OF MANCHESTER
Office of the City Solicitor



June 7, 2010

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

RE: Consent and Agreement

Dear Matt:

Attached please find a revised Consent and Agreement to replace the one currently tabled in the Committee on Administration.

Very truly yours,

Thomas R. Clark
City Solicitor

TRC/hr
Attachment

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT, dated as of [____], 2010 (this “Consent”), is executed by THE CITY OF MANCHESTER (the “Contracting Party”), and GRANITE RIDGE ENERGY, LLC, a Delaware limited liability company (formerly known as AES LONDONDERRY, LLC) (the “Borrower”), for the benefit of UNION BANK, N.A., as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined below). Unless otherwise defined, all capitalized terms have the meaning given in the Contract (as defined below).

WITNESSETH:

WHEREAS, the Borrower owns a natural gas-fired combined cycle electric generation facility in Londonderry, New Hampshire with a seasonally rated generation capacity of approximately 752 MW (the “Project”);

WHEREAS, Contracting Party and the Borrower have entered into that certain Effluent Supply Agreement, dated as of February 3, 2000 (as amended, restated, supplemented or modified from time to time in accordance with the terms hereof and thereof, the “Effluent Agreement”);

WHEREAS, in accordance with Section 3.1(d) of the Effluent Agreement, the Contracting Party has granted to Borrower certain easements and licenses for the purpose of the construction, operation and maintenance of, and access to the Pipeline (as defined in the Effluent Agreement), including, without limitation, those easements and licenses described on Exhibit A attached hereto (collectively, the “Real Property Entitlements”, and together with the Effluent Agreement, the “Contract”).

WHEREAS, the Borrower, the lenders party thereto from time to time (the “Lenders”), Union Bank, N.A., as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent” and as Collateral Agent for the Lenders and as letter of credit issuer, and WestLB AG, New York Branch and Union Bank, N.A., as joint lead arrangers and joint bookrunners, have entered into or will enter into a Credit Agreement, dated on or about the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders and the issuers thereunder will make loans and other extensions of credit to the Borrower on the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to a Pledge and Security Agreement, dated on or about the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between the Borrower and the Collateral Agent, for the benefit of the Secured Parties (as defined therein) (collectively, the “Secured Parties”), the Borrower has collaterally assigned all of its right, title and interest in, to and under, and granted a first priority security interest in, the Contract and all of its rights to receive payment under or with respect to the Contract and all payments due to the Borrower under or with respect to the Contract, whether as contractual obligations, damages, indemnity payments or otherwise, to the Collateral Agent for the benefit of the Secured Parties.

NOW THEREFORE, Contracting Party hereby agrees as follows:

SECTION 1. Acknowledgment; Consent to Assignment.

Contracting Party consents in all respects to the pledge and assignment to the Collateral Agent, pursuant to the Security Agreement, of all of the Borrower's right, title and interest in, to and under the Contract, including, without limitation, all payments due to the Borrower under or with respect to the Contract, whether as contractual obligations, damages, indemnity payments or otherwise (collectively, the "Assigned Interests"). Contracting Party agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

The Collateral Agent or its designee shall be entitled to exercise all rights and to cure any defaults of the Borrower under the Contract. Upon receipt of notice from the Collateral Agent, Contracting Party agrees to accept such exercise and cure by the Collateral Agent or its designee and to render to the Secured Parties or the Collateral Agent all performance due by Contracting Party to the Borrower under the Contract and this Consent and Agreement.

SECTION 2. Representations and Warranties

Contracting Party and Collateral Agent, as applicable, make the following representations and warranties (such representations and warranties being made as of the date of this Consent and Agreement):

(a) Contracting Party has all requisite power and authority, constitutional (both state and federal), under the laws and regulations of the City of Manchester, and otherwise, to enter into and to perform its obligations hereunder and under the Contract, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby.

(b) The execution, delivery and performance by the Contracting Party of this Consent and the Contract have been duly authorized by all necessary municipal or other action on the part of the Contracting Party.

(c) Collateral Agent has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(d) The execution, delivery and performance by the Collateral Agent of this Consent have been duly authorized by all necessary action on the part of the Collateral Agent.

SECTION 3. Assignment, Termination, Amendment and Governing Law

This Consent and Agreement shall be binding upon and benefit the successors and assigns of Contracting Party, the Borrower, the Collateral Agent, for the benefit of the Secured Parties, and their respective successors, transferees and assigns (including without limitation, any lender, lessor, collateral agent and/or other entity that purchases, refinances, replaces or supplements all or any portion of any credit arrangements, indebtedness or other obligations made available or outstanding under any Loan Document (as defined in the Credit Agreement)). Provided, notwithstanding the foregoing, that any further assignment by the Collateral Agent of

this Consent shall require the written consent of the Contracting Party, which shall not be unreasonably withheld.

This Consent and Agreement shall be governed by the laws of the State of New Hampshire.

SECTION 4. Counterparts

This Consent and Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement. Delivery of an executed counterpart of a signature page to this Consent and Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Consent and Agreement.

SECTION 5. Severability

In case any provision of this Consent and Agreement, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby.

SECTION 6. Entire Agreement

This Consent and Agreement and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and Agreement and any such agreement, document or instrument (including, without limitation, the Contract), the terms, conditions and provisions of this Consent and Agreement shall prevail.

SECTION 7. Headings

The headings of the several sections and subsections of this Consent and Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent and Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Consent and Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CITY OF MANCHESTER

By: _____
Name:
Title:

UNION BANK, N.A., as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

GRANITE RIDGE ENERGY, LLC

By: _____
Name:
Title:

Real Property Entitlements

1. That certain Cooling Water Easement, granted to AES Londonderry, L.L.C. by the City of Manchester, dated July 7, 2000 and recorded in Book 6265, Page 1889.
2. That certain License to Install Pipeline, granted to AES Londonderry, L.L.C. by the City of Manchester, dated July 11, 2000 and recorded in Book 6265, Page 1895, as amended by that certain Amendment to License to Install Pipeline, dated April 24, 2003 and recorded in Book 6912, Page 1505.
3. That certain Easement and Right-of-Way Agreement (Multiple Lines) granted to AES Londonderry, L.L.C. by the City of Manchester, dated January 31, 2000 and recorded in Book 3466, Page 2466.

EFFLUENT SUPPLY AGREEMENT

THIS AGREEMENT is made and entered into as of the 31 day of Feb, 2000, by and between AES Londonderry, LLC ("AES") and the City of Manchester (the "City"). Both AES and the City are hereinafter sometimes referred to as a "Party" and, collectively as the "Parties".

WHEREAS, AES is developing a power generation facility (the "Project") which will provide substantial benefits for the citizens of the State of New Hampshire;

WHEREAS, the City owns and operates a publicly-owned wastewater treatment facility (the "POTW") for the handling, treatment and disposal of wastewater which meets and is anticipated to continue to meet all applicable governmental requirements ("Effluent"); and

WHEREAS, the City is willing to provide and AES is willing to accept, in each case pursuant to the terms of this Agreement, Effluent;

NOW THEREFORE, the Parties hereto, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE I

DEFINITIONS

"Bankruptcy Event" means, in respect of any Person, (a) such Person shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or substantially all of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as such debts become due, (iii) make a general assignment of the benefit of its creditors, (iv) commence a voluntary case under the Bankruptcy Code or any similar or corresponding insolvency law, (v) file a petition seeking to take advantage of any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts, (vi) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against such Person in an involuntary case under the Bankruptcy Code or any similar or corresponding insolvency law, or (vii) take any other action for the purpose of effecting any of the foregoing; or (b) a proceeding or case shall be commenced without the application or consent of such Person in any court of competent jurisdiction, seeking (i) its liquidation, reorganization, dissolution, winding-up, or the composition or readjustment of debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Person under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of 90 or more consecutive days, or any order for relief against such Person shall be entered in an involuntary case under the Bankruptcy Code or any similar or corresponding insolvency law.

"Capital Improvements" means any new equipment or facilities necessary to ensure that the City is capable of delivering Effluent to the Point of Delivery, through a pipeline to be further described below (the "Pipeline") in the quantities specified in this Agreement.

"Effluent" means treated water provided from the City's Facility which meets all applicable Governmental Approvals and is delivered to the Pumping Station.

"Financing Parties" shall mean those Persons (other than AES) party to the loan contracts, promissory notes, documents, guarantee contracts, mortgages, pledges, subordination contracts, assignment contracts, subscription contracts, capital contribution contracts and other documents related to the acquisition of debt (whether senior or subordinate) and capital to carry out the Project, including any modification, extension, renewal, refinancing or replacement of the same.

"Force Majeure" means an event beyond the reasonable control, and not attributable to the negligence or willful misconduct, of the Party affected, including but not limited to the following: flood; earthquake; storm; lightning; fire; explosion; war; riot; civil disturbance; strike; sabotage; or electrical outage; provided, however, that Force Majeure shall not include any equipment failure due to neglected maintenance or repair.

"GDPIPD" means the Gross Domestic Price Implicit Price Deflator for a calendar year as published in the United States Department of Commerce, Bureau of Analysis publication entitled "Survey of Current Business".

"Governmental Approval" means any law, rule or regulation of any Governmental Authority and any authorization, consent, approval, license, franchise, lease, ruling, permit (including but not limited to any National Pollutant Discharge Elimination System (NPDES) permit), tariff rate, certification, exemption, filing or registration by or with any Governmental Authority (including, without limitation, zoning variances, special exceptions and non-conforming uses) relating to the construction, ownership, operation or maintenance of the Project, the Pipeline or the City's POTW (including those relating to Effluent), as the case may be.

"Governmental Authority" means any national, federal, state, provincial, departmental or municipal government or any political subdivision thereof, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any other governmental entity with authority over any aspect of the construction or operation of the Project, the Pipeline or the Authority's Facility, but excluding in each case the Authority.

"Maximum Continuous Consumption Rate" means 3,750 gallons per minute.

"Non-Conforming Effluent" means treated wastewater from the City's POTW which would otherwise be Effluent but for its failure to meet all requirements of applicable Governmental Approvals.

"Pipeline" means the approximately 3 mile pipeline, of 16" pipe, and ancillary facilities required to connect the Project with POTW for the purpose of delivery of Effluent in accordance with this Agreement. The Pipeline is based upon a conceptual design prepared by Hoyle, Tanner & Associates (HTA) in August 1998.

"Point of Delivery" means the point where the Pipeline, including any Capital Improvements thereto, is physically connected to the Pumping Facility, which location shall be at or inside the border of the City's POTW property and which shall be as otherwise agreed to by the Parties.

"Project Financial Closing" means the date AES obtains an initial drawdown on the financing for the construction of the Project. AES agrees to provide written notice to the City within thirty (30) days after AES obtains such initial drawdown.

"Pumping Facility" means a Pumping Station with related facilities capable of the Maximum Continuous Consumption Rate to be located within the POTW for the purpose of delivery of Effluent in accordance with this Agreement. The Pumping Station is based upon a conceptual design being prepared by Metcalf & Eddy (M&E).

ARTICLE II

SUPPLY OF EFFLUENT

SECTION 2.1 Effluent Supply. (a) Subsequent to completion of the Pipeline and promptly following delivery of a written notice from AES to the City specifying that delivery of effluent is to commence in accordance with the terms of this Agreement (the "Commencement Notice") and throughout the Term of this Agreement, the City shall make available to AES, on an exclusive basis, the Effluent being discharged from the POTW in amounts not to exceed:

- (i) 5,400,000 gallons per day; or
- (ii) 1,700,000,000 gallons per calendar year.

(b) Upon commencement of deliveries of Effluent, the City shall make available a daily quantity of Effluent which is all Effluent being discharged by the POTW up to the maximum amounts in 2.1(a). If the City is unable on any day to make available the maximum amounts specified in 2.1(a) such Effluent, whether due to a shortage of Effluent, due to the presence of Non-Conforming Effluent or otherwise, the City shall immediately upon obtaining knowledge thereof notify AES orally (with prompt written confirmation thereof or in writing of such inability to provide the maximum daily quantity of Effluent (a "Shortfall Notice"). Each Shortfall Notice shall specify (i) that a shortfall in the delivery of Effluent has occurred or will occur, the amount of such shortfall, the reasons for such shortfall and the anticipated length of such shortfall, including in each case all relevant dates, and (ii) the steps the City is taking to remedy the shortfall.

(c) Actual purchases of Effluent by AES may be less than the maximum allowed, and actual usage will, at the sole discretion of AES, vary according to the electric dispatch of the

Project, weather conditions, electrical outages (forced or scheduled), electric market conditions and ISO-NE safe utility operating practices. AES shall not be obligated to purchase any minimum amount of Effluent under this Agreement and shall be entitled to seek and obtain water from other available sources. Title and risk of loss of Effluent shall pass to AES upon AES' receipt of such Effluent at the Point of Delivery. Until such time as title to Effluent passes to AES, the City shall bear risk of loss of Effluent and shall retain liability for any and all claims, costs, demands, damages, expenses, liabilities and losses relating to Effluent or other discharges from the City's POTW.

(d) To the extent that the City is discharging quantities of Effluent in excess of the amounts specified in Section 2.1(a) above ("Excess Effluent"), AES shall have the right of first refusal to purchase Excess Effluent in accordance with the terms and conditions of this Agreement. If the purchase of Excess Effluent by AES requires additional infrastructure modification or improvements in order to deliver the Excess Effluent to the Project, AES will be solely responsible for the costs of said modifications or improvements.

(e) Solely for informational purposes, AES shall from time to time notify the City of its anticipated Effluent needs and the Parties shall work together in good faith to coordinate the timing of delivery of Effluent in accordance with such notice and the other terms of this Agreement. Subject to the requirements of applicable Governmental Approval and prudent practice, the City shall use its best efforts to coordinate any transmission of Effluent discharge so as to maximize the quantity of Effluent made available to AES with due regard to the timing of the Project's Effluent requirements.

SECTION 2.2 Quality of Effluent. The City shall maintain the quality of the Effluent in compliance with Governmental Approvals. Any treatment in addition to that required by Governmental Approvals shall be negotiated and agreed to by AES and the City; provided, however, any such additional treatment shall be at the sole cost of AES. The City shall be responsible for enforcing all ordinances related to pretreatment of waste streams entering the POTW system. The City shall notify AES of any proposed and final changes in its state and federal discharge permits.

SECTION 2.3 Compensation. (a) AES will pay the City quarterly for all Effluent delivered, and metered, at the Point of Delivery during the prior three (3) months. The base rate for Effluent supplied shall be twenty cents (\$.20) per one thousand (1,000) gallons. The base rate, and any escalation of same, includes all applicable taxes.

(b) The amount specified in Section 2.2(a) above is stated as of January 1, 1999. During the Term such rates shall be subject to annual escalation in accordance with GDPIPD (with 1999 being the base year), or if the parties so elect, such other mutually agreeable escalation index.

SECTION 2.4 Service Interruptions. The City will operate the POTW in a manner that minimizes interruptions in the flow of Effluent to the Project. The Parties will jointly schedule service outages for the POTW, if necessary, to correspond with planned outages of the Project. Upon the event of a temporary unscheduled interruption or curtailment in Effluent delivery, the

City shall work to minimize the period of time of the interruption or curtailment. The City shall provide a Shortfall Notice in accordance with Section 2.1(b) upon the interruption or curtailment of Effluent under this Section. If the Pumping Facility is the cause of the temporary unscheduled interruption or curtailment and the City fails to restore full service within 12 hours from the commencement of the interruption or curtailment the following provisions shall apply:

(a) AES has the right, but not the obligation, to contract with such contractors as reasonably approved by the City from time to time to step in and remedy the interruption or curtailment, with the good faith cooperation and under the direction of a City engineer or other duly appointed official of the City.

(b) All reasonable costs associated with the taking of actions applicable to the Pumping Station under Section 2.4(a) will be borne by AES.

SECTION 2.5 Non-Conforming Effluent. (a) If the City becomes aware that it has provided or will provide Non-Conforming Effluent, the City shall immediately notify AES orally (with prompt written confirmation thereof) or in writing (a "Non-Conforming Notice"). Each Non-Conforming Notice shall specify (i) when deliveries of Non-Conforming Effluent began or will begin, (ii) the amount of Non-Conforming Effluent delivered or to be delivered, (iii) the cause of such effluent being Non-Conforming Effluent, and (iv) the steps the City is taking to remedy the situation.

(b) AES shall have the right to reject all Non-Conforming Effluent. The City and AES will work together to develop a procedure for returning Non-Conforming Effluent to the City's wastewater treatment system.

(c) If AES elects to accept any Non-Conforming Effluent, the Parties shall meet and agree to the price which shall apply to such Non-Conforming Effluent. In negotiating a lower price for any Non-Conforming Effluent, the parties shall take into consideration the additional costs incurred by AES to utilize such Non-Conforming Effluent, including without limitation, the costs of increased treatment of the Non-Conforming Effluent.

ARTICLE III

PIPELINE, PUMPING STATION AND REAL ESTATE RIGHTS

SECTION 3.1 Concerning the Pipeline and Pumping Station. (a) AES shall be solely responsible, at its cost and expense, for constructing and installing the Pipeline and Pumping Station. As soon as is reasonably practical following the execution of this Agreement and from time to time thereafter as is reasonably necessary, the Parties shall meet to discuss the final design and siting of the Pipeline and Pumping Station. The Parties agree to cooperate in good faith to effect the purposes of this Article. The Pumping Station will be constructed, maintained and operated in compliance with all federal, state and local laws, ordinances and regulations.

(b) AES shall be solely responsible, at its cost and expense, for final design of the Pipeline and Pumping Station, the selection of the contractors to construct the Pipeline and Pumping Station and the siting of the Pipeline. The City shall have the right to review and comment on the design of the Pipeline and Pumping Station, the selection of the contractors and the siting of the Pipeline and AES shall incorporate those of the City's comment that it finds reasonable and in accordance with prudent practice and applicable Governmental Approvals. AES shall provide a performance bond to cover the costs of cleanup, demolition and/or restoration of the City's property and any right-of-way used by AES in the event that the project is terminated prior to completion of construction. All contractors, engineers and other parties working at the POTW shall provide such insurance and bonds as required by the City's rules and regulations.

(c) AES shall reimburse the City for its reasonable costs and expenses (including reasonable costs and expense of legal counsel and technical advisors approved by AES in writing) in connection with the design, construction and siting of the Pipeline and Pumping Station, including obtaining the necessary real property rights.

(d) AES and the City shall cooperate in good faith to obtain the necessary real property rights for the construction, operation and maintenance of, and access to the Pipeline. From time to time AES and the City shall meet and discuss the siting of the Pipeline and the course of action best suited to obtain such real property rights in the most time efficient manner and with the least cost. The City shall provide AES with an easement for the Pipeline within the POTW site and will grant to AES a license to use the public right-of-way for the Pipeline.

(e) AES shall, from time to time, provide the City with progress reports (whether oral or written) relating to the design, siting and construction of the Pipeline and Pumping Station. AES shall give the City prompt written notice of completion of the Pipeline and Pumping Station. Upon completion of the Pipeline and Pumping Station, the Parties shall execute such agreements and documents as shall be necessary to confirm AES' ownership of the Pipeline and the real property interests in the rights-of-way, and the City's ownership of the pumping station and other associated facilities located on the POTW site.

(f) The City agrees to cooperate fully with AES in connection with obtaining all necessary approvals, permits, and licenses from all regulatory agencies, governmental entities, municipalities and service providers.

SECTION 3.2 Operation and Maintenance of the Pipeline, Pumping Station and Related Facilities. (a) The City shall own, operate and maintain, or overhaul the Pumping Station on the POTW site according to terms and schedules to be agreed upon by the parties and set forth in writing, in a workmanlike manner, consistent with prudent practices in good operating condition and in compliance with all Governmental Approvals applicable to the Pumping Station. Such operation and maintenance shall be accomplished in a manner so as to minimize to the maximum extent practicable any disruption or interruption in the services to be provided under this Agreement. Prior to the acceptance of the Pumping Station by the City, AES will provide (i) that the Pumping Station is in full operation, (ii) written certification that the Pumping Station has been constructed in full compliance with all plans and specifications, and (iii) training for all POTW

personnel on the operation of the Pumping Station. AES shall have sole responsibility for the ownership, operation and maintenance of the Pipeline.

(b) AES shall own and maintain, on its side of the Point of Delivery, metering equipment to measure the delivery of Effluent to the Point of Delivery which equipment will determine the quantity of Effluent for billing purposes. AES shall read the meters daily to determine the quantities of Effluent supplied for billing purposes. AES shall keep records of the daily amount of Effluent delivered to the Point of Delivery in accordance with this Agreement and, not later than five (5) days after the end of the month following the end of each quarter after commencement of delivery of Effluent under this Agreement, provide written notice to the City of the amount of Effluent so delivered for each day of such month. At least once every year, or more frequently if the City reasonably requests, and with at least one week prior written notice to the City, AES shall test the accuracy of the metering equipment, at which time the City shall have the right to be present. If such test indicates that the metering equipment is not measuring accurately, AES shall recalibrate or replace the metering equipment and the charges and meter readings for the period of inaccuracy, so far as the period of inaccuracy can be reasonably ascertained, shall be adjusted, but no adjustment related to service provided prior to the beginning of the next preceding calendar month shall be made except by agreement of the parties.

(c) The City may own and maintain metering equipment to measure the delivery of Effluent to the Point of Delivery. The City may elect to read the meters monthly to confirm the quantities of Effluent supplied. At least once every year, or more frequently if requested by AES, and with at least one week prior written notice to AES, the City shall test the accuracy of the metering equipment, at which time AES shall have the right to be present. If such test indicates that the metering equipment is not measuring accurately, the City shall recalibrate or replace the metering equipment.

(d) AES shall reimburse all costs directly associated with operating and maintaining the Pumping Station reasonably incurred by the City as set forth in a schedule to be set forth in writing and mutually agreeable to the parties (the "Schedule").

(e) In addition to the amount specified in the preceding subsection, AES shall pay for the necessary replacement of pumps or other equipment or facilities according to their scheduled useful lives, or as mutually agreed to by the parties.

(f) If the City reasonably determines that the compensation provided for in the two preceding subsections does not adequately reimburse the City for the costs and expenses actually incurred by the City in connection with operation and maintenance of the Pumping Station in accordance with this Agreement, the City may provide written notice to AES to that effect. Thereafter the parties shall meet in good faith to discuss the issue with the goal of reaching a mutually acceptable reimbursement level for the City's costs and expenses relating to operation and maintenance of and access to the Pumping Station. If the parties are not able to reach a mutually acceptable arrangement in respect thereof AES shall have the right to determine if it may operate and maintain, or cause a third-party to operate and maintain, the Pumping Station. In connection therewith, the City shall use best efforts to accommodate any reasonable request of AES or such

third-party to allow the operation and maintenance of the Pumping Station, including but not limited to the execution of all such documents and instruments as may be necessary or advisable to allow such operation and maintenance. The foregoing notwithstanding, until such time as mutually acceptable alternative arrangements have been agreed to by the parties, a dispute concerning the level of reimbursement to the City shall not relieve the City of its obligation to operate and maintain the Pumping Station in accordance with the requirements of this Agreement.

SECTION 3.3 Capital Improvements to the Pumping Station. (a) In the event the City or AES reasonably determines that Capital Improvements to the Pumping Station are required, such party shall notify the other party and the parties shall meet in good faith to determine the scope of such Capital Improvements.

(b) AES shall determine if it would be more cost effective or expeditious for AES or the City, to implement the Capital Improvements agreed upon in accordance with Section 3.3(a).

(c) In the event the parties determine that the Capital Improvements shall be implemented by AES, any contractor used by AES shall be reasonably acceptable to the City. AES or such contractor shall coordinate with the City in order to ensure the minimum disruption of the parties' activities under this Agreement. The City agrees to use its best efforts to assist AES or such contractor in completing the Capital Improvements and agrees to promptly execute such documents and instruments as may be necessary or desirable to complete the Capital Improvements.

(d) In the event the parties determine that it would be more cost effective or expeditious for the City to implement the Capital Improvements, any contractor used by the City shall be reasonably acceptable to AES. The City shall use its best efforts to promptly implement the Capital Improvements with the minimum disruption of the parties' activities under this Agreement. The City shall provide to AES a budget and work plan (including timetable) for the implementation of the Capital Improvements.

(e) AES shall bear its own costs and expenses in connection with the implementation of the Capital Improvements. In addition, AES shall reimburse the City for its reasonable costs and expenses in connection with the implementation of the Capital Improvements; provided such costs and expenses are consistent with the budget provided by the City and approved by AES.

(f) In the event that the City or its agents causes damage to the property of AES while constructing, installing, operating, maintaining or repairing the Capital Improvements or the Pumping Station, the City shall restore or pay AES to restore, at AES' election, AES' property as nearly as possible to its condition prior to such damage. In the event that AES causes damage to the Capital Improvements or Pumping Station while constructing, installing, operating, maintaining or repairing the Project, AES shall restore or pay the City to restore, at the City's election, the Capital Improvements or Pumping Station and related facilities as nearly as possible to its condition prior to such damage. The provisions of this Section 3.3(f) are subject to all applicable laws of the State of New Hampshire (including those that relate to municipal entities).

ARTICLE IV

ADDITIONAL OBLIGATIONS OF THE PARTIES

SECTION 4.1 Additional Obligations of the City. (a) Immediately upon obtaining knowledge thereof, the City shall provide AES with oral (with prompt written confirmation thereof) or written notice of any violation of applicable Governmental Approvals relating to the City's POTW.

(b) Promptly after submission thereof to the applicable Governmental Authority, the City shall provide AES with a copy of any report, filing, notice, request for variance or similar document filed with or submitted to a Governmental Authority that relates to the City's POTW.

(c) Not later than the fifteenth day of the month following the last month of each quarter after the commencement of delivery of Effluent or at such other time as required in accordance with this Agreement, the City shall provide to AES a written invoice specifying in reasonable detail (including the method of calculation of any amounts invoiced) the amount claimed by the City from AES in accordance with this Agreement, including amounts under Sections 2.3, 3.1(c), 3.2(b), 3.2(d), 3.2(e), 3.3 and 7.3. Undisputed amounts set forth in any invoice shall be due and payable by AES not later than 30 days following receipt of such invoice.

(d) The City shall, upon prior written or oral request therefore, provide AES, the Financing Parties and each of their respective agents and representatives with escorted access during normal business hours to the City's POTW, the Pumping Station and the other property of the City as may be reasonably requested in connection with the development, financing, construction, operation and maintenance of the Project. The City shall, upon prior written or oral request therefore, provide AES, the Financing Parties and each of their respective agents and representatives with access during normal business hours to (and the right to reproduce) the City's books and records (including books and records relating to Governmental Approvals and compliance therewith) as may be reasonably necessary in connection with the development, financing, construction, operation and maintenance of the Project.

(e) Upon the reasonable request of AES, the City shall, at the cost and expense of AES, execute such additional certificates, documents, instruments, agreements and take such actions as may be reasonably required to give effect to the terms and conditions of this Agreement.

(f) The City shall cooperate with AES and its agents and consultants in AES' due diligence investigation to establish the reliability of the City's POTW.

(g) The City shall provide Effluent to AES, as needed, for the construction, startup and testing of the Project.

SECTION 4.2 Additional Obligations of AES. (a) Immediately upon obtaining knowledge thereof, AES shall provide the City with oral (with prompt written confirmation thereof) or written

notice of any violation by the City of applicable Governmental Approvals relating to Effluent delivery by the City in accordance with this Agreement (excluding, however, any violation of which the City notified AES).

(b) Upon the reasonable request of the City, AES shall, at its cost and expense, execute such additional certificates, documents, instruments, agreements and take such actions as may be reasonably required to give effect to the terms and conditions of this Agreement.

ARTICLE V

FORCE MAJEURE

SECTION 5.1 Force Majeure. If either Party shall be unable to carry out any obligation under this Agreement due to Force Majeure, this Agreement shall remain in effect, but such obligation shall be suspended for the period necessary as a result of the Force Majeure, provided, that:

(a) the non-performing Party gives the other Party written notice not later than forty-eight (48) hours after the occurrence of the Force Majeure describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and the expected duration of the disability, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure and the disability;

(b) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

(c) the non-performing Party uses its best efforts to remedy its inability to perform.

Notwithstanding the foregoing, the settlement of strikes, lockouts, and other labor disputes shall be entirely within the discretion of the affected Party, and such Party shall not be required to settle any strike, lockout or other labor dispute on terms which it deems inadvisable.

ARTICLE VI

TERM

SECTION 6.1 Term. (a) This Agreement shall take effect upon execution of the appropriate counterpart by each Party and, except as provided in Section 6.1(b), Section 6.1(c) or Section 6.2 below, shall remain in effect for a period of twenty-five (25) years from the earlier of full commercial operation of the Project or July 1, 2002 (the "Term"). This Agreement may be extended for up to two (2) successive five (5) year terms by mutual agreement of the parties. All references in this Agreement to the word "Term" shall mean the initial twenty-five (25) year Term as extended.

(b) This Agreement is conditioned upon AES' successful completion of the Project. It may be terminated by AES in its sole discretion (i) if AES is unable to obtain financing for the Project; (ii) if AES is unable to obtain all permits, licenses, and approvals necessary to construct and operate the Project; (iii) if a final determination is made that the Effluent is unnecessary to the Project; or (iv) if a final determination is made that the City is not a viable source of Effluent. Termination under this Section 6.1(b) shall be effective upon the City's receipt of written notice to that effect. Upon termination of this Agreement pursuant to this paragraph 6.1(b), AES shall, at its expense, remove all of its property and equipment from the City's property, and restore the site to its original condition, including without limitation the removal of any buildings or structures constructed on the City's property.

SECTION 6.2 Early Termination for Event of Default. (a) AES may terminate this Agreement (i) upon a Bankruptcy Event of the City or (ii) if the City fails to perform or observe any of its material obligations under this Agreement within the time contemplated by this Agreement and such failure continues for a period of time greater than thirty (30) days from the City's receipt of notice thereof; provided, that if the City is diligently pursuing a cure of such failure and such failure is not capable of remedy within such thirty (30) day period, such thirty (30) day period shall be extended to such period of time as AES may agree in its sole discretion. For the avoidance of doubt, it is understood that the failure to provide Effluent shall be grounds for early termination under this Section; provided, that if the failure to provide Effluent is excused due to the occurrence of Force Majeure, AES may only terminate this Agreement if such Force Majeure continues for a period of time in excess of 60 days whether or not such failure is excused by the occurrence of such Force Majeure.

(b) The City may terminate this Agreement (i) upon a Bankruptcy Event of AES or (ii) if AES fails to perform or observe any of its material obligations under this Agreement within the time contemplated by this Agreement and such failure continues for a period of time greater than thirty (30) days from the City's receipt of notice thereof provided, that if AES is diligently pursuing a cure of such failure and such failure is not capable of remedy within such thirty (30) day period, such thirty (30) day period shall be extended to such period of time as the City may agree in its sole discretion. The foregoing notwithstanding, the City may not terminate this Agreement without first giving the Financing Parties thirty (30) days written notice of the City's intention to terminate this Agreement. If said thirty (30) day period is insufficient for the Financing Parties to remedy such failure, said thirty (30) day period shall be extended to such period of time as the City may agree in its sole discretion. AES covenants and agrees to give written notice to the City concerning the identities and contact information of the Financing Parties from time to time and the City shall only be obligated to provide the aforementioned notice to Financing Parties of which it has received notice.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1 Amendments, Etc. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed or consented to by the Parties and then such waiver shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 7.2 Assignment. AES may assign this Agreement for financing purposes without the prior written consent of the City. Should the City privatize the operation of the POTW the City may assign this Agreement to a third party provided said third party has demonstrated experience successfully operating wastewater treatment facilities of the size and technology of the POTW.

SECTION 7.3 Cooperation in Financing. The City agrees to cooperate from time to time with AES and the Financing Parties in connection with the financing of the Project. In furtherance thereof the City agrees to enter into such consents to assignments or other agreements as AES or the Financing Parties may reasonably request and the City agrees to provide such certificates from its officers and such opinions of counsel (which may be outside counsel) as AES or the Financing Parties may reasonably request. AES agrees to reimburse the City for any costs and expenses reasonably incurred by the City in complying with its obligations under this Section 7.3, including the reasonable fees and expenses of counsel to the City.

SECTION 7.4 Confidentiality. The City, in performing its duties under this Agreement, will be provided confidential and proprietary information concerning the operations of AES. Except as required by any lawful subpoena or court order, neither the City, nor its employees, agent and contractors shall directly or indirectly, without the written permission of AES, a) disclose such confidential information to any person or entity, or b) use or permit to be used such confidential information. Such restrictions shall not apply to the disclosure or use of any such information that is readily available to the public, or after the time such information is readily available to the public.

SECTION 7.5 Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including by telecopier) and shall be mailed, telecopied or delivered, if to AES, to it at 50 Nashua Road, Suite 202, Londonderry, New Hampshire 03053; if to the City, to it at City of Manchester, Highway Department, 227 Maple Street, Manchester, New Hampshire 03103, with a copy to Environmental Protection Division, 300 Winston Street, Manchester, New Hampshire 03103 as to each Party, to it at such other address or telecopier number as designated by such Party in a written notice to the other Parties. All such notices and communications shall be deemed received, (a) if personally delivered, upon delivery, (b) if sent by first class mail, on the third business day following deposit into the mails and (c) if sent by telecopier, upon acknowledgment of receipt thereof by the recipient.

SECTION 7.6 Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the

remaining provisions of this Agreement or affecting the validity, enforceability or authorization of such provision in any other jurisdiction.

SECTION 7.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

SECTION 7.8 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW HAMPSHIRE WITHOUT REFERENCE TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

SECTION 7.9 Headings. The section and subsection headings used herein have been inserted for convenience of reference only and do not constitute matters to be considered in interpreting this Agreement.

SECTION 7.10 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7.11 Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED HEREBY TO BE EXECUTED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EACH PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

SECTION 7.12 Indemnification. AES hereby agrees to indemnify, defend (through attorneys reasonably acceptable to the City) and hold the City harmless from and against any and all claims, causes of action, damages, losses, costs (including reasonable and necessary attorney's fees) and liabilities of any nature, which may at any time be asserted against or suffered by the City relating to or arising out of the use of the Effluent after such Effluent leaves the POTW.

SECTION 7.12 Insurance. AES will provide an insurance policy naming the City as additional insured regarding any action related to this Agreement. The Insurance will be in accordance with the User Agreement, attached as Exhibit A and acceptable to the City's Risk Manager.

ARTICLE VIII

REPRESENTATION AND WARRANTIES OF THE PARTIES

SECTION 8.1 Representations and Warranties of the City. The City hereby represents and warrants to and for the benefit of AES as follows:

(a) Organization and Qualification. The City (i) is a governmental body, duly organized and validly existing under the laws of the State of New Hampshire, with full right and power under its organizational documents and under the laws of the State of New Hampshire to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby, and (ii) the City has the power to carry on its business as now being conducted and as proposed to be conducted.

(b) Authorization and Enforceability. The City has taken all necessary action to authorize the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by the City and constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general equitable principles regardless of whether the issue of enforceability is considered in a proceeding in equity or at law.

(c) No Conflict. Neither the execution and delivery of this Agreement nor compliance with any of the terms and provisions hereof (i) contravenes any Governmental Approval applicable to the City or any of its respective properties or other assets, (ii) conflicts with, breaches or contravenes the provisions of the organizational documents of the City or any contractual obligation of the City, or (iii) results in the creation or imposition of any lien upon any of the property or assets of the City under, or in a condition or event that constitutes (or that, upon notice or lapse of time of both, would constitute) an event of default under any contractual obligation of the City.

(d) Governmental Approvals. No Governmental Approval is required (other than those which have previously been obtained and are in full force and effect) to authorize, or is required in connection with the execution and delivery of this Agreement by the City.

SECTION 9.2 Representations and Warranties of AES. AES hereby represents and warrants to and for the benefit of the City as follows:

(a) Organization and Qualification. AES (i) is a corporation, duly organized and validly existing under the laws of the state of its incorporation, with full right and power under its organizational documents and under the laws of the state of its incorporation to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby, and (ii) has the power to carry on its business as now being conducted and as proposed to be conducted.

(b) Authorization and Enforceability. AES has taken all necessary action to authorize the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by AES and constitutes the legal, valid and binding obligation of AES enforceable in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general equitable principles regardless of whether the issue of enforceability is considered in a proceeding in equity or at law.

(c) No Conflict. Neither the execution and delivery of this Agreement nor compliance with any of the terms and provisions hereof (i) contravenes any Governmental Approval applicable to AES or any of its respective properties or other assets, (ii) conflicts with, breaches or contravenes the provisions of the organizational documents of AES or any contractual obligation of AES, or (iii) results in the creation or imposition of any lien upon any of the property or assets of AES under, or in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any contractual obligation of AES.

(d) Governmental Approvals. No Governmental Approval is required (other than those which have previously been obtained and are in full force and effect) to authorize, or is required in connection with the execution and delivery of this Agreement by AES.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and attested on the date first above written.

AES LONDONDERRY, LLC

Karen J. Belwin
Witness

By: [Signature]
Name: ROBERT J. WHITK
Title: VICE PRESIDENT

CITY OF MANCHESTER

Louise Bluskey
Witness

By: [Signature]
Name: Robert A. Baines
Title: Mayor

Approved:

CITY SOLICITOR

[Signature]

Normand, Matthew

From: Lane, Connie B. [CLane@orr-reno.com]
Sent: Monday, March 29, 2010 3:47 PM
To: Normand, Matthew
Cc: Clark, Thomas
Subject: Alderman's Agenda
Importance: High
Attachments: Lane, Connie B..vcf; Manchester Consent Revised lw draft.DOC; gre_effluent supply agreement.PDF

~~In Board of Mayor and Aldermen~~
Date: 4/6/10
On motion of Ald. DeVries
Seconded by Ald. Lopez
Voted to refer to the Committee on Administration/Information Systems.


City Clerk

Dear Mr. Normand,
I represent Granite Ridge Energy, LLC, which is the owner of a power plant in Londonderry. Granite Ridge requests that the Alderman consider its request for a consent in connection with a recent financing at their meeting on April 6, 2010. The request is anticipated in Section 7.3 of the Effluent Supply Agreement between Manchester and Granite Ridge Energy (f/k/a AES Londonderry, LLC), a copy of which I have attached to this email. Section 7.3 of the agreement provides that the City will cooperate with providing consents that might be required by any lenders of the "Project" in connection with its financing.

I have been in touch with Tom Clark over the past few weeks, and he directed me to request that this item be added to the agenda.

Please call me at 223-9129 if you have any questions or need additional information.

Thank you,

Connie Boyles Lane

Orr&Reno

One Eagle Square, P.O. Box 3550
Concord, NH 03302-3550
Phone: 603.224.2381
Direct Ext: 603.223.9129
Fax: 603.223.9029
www.orr-reno.com

This transmission is intended only for the designated recipient(s). It contains confidential information that may be subject to the attorney-client privilege or other confidentiality protections under applicable law. If you are not a designated recipient, you must not read, use, copy or distribute this message. If you received this transmission in error, please notify the sender by telephone (603.224.2381) or by reply e-mail and delete this message.

IRS Circular 230 requires that we inform you that if this communication (including any attachments) contains tax advice, it is not intended or written to be used, and cannot be used, for purposes of avoiding penalties under the Internal Revenue Code, or promoting marketing or recommending to another party any transaction or matter addressed herein.

May 18, 2010 Tabled

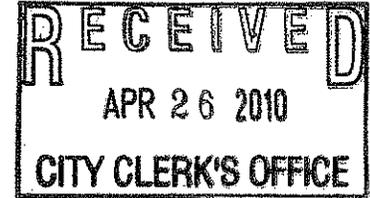


CITY OF MANCHESTER

Economic Development Office



April 23, 2010



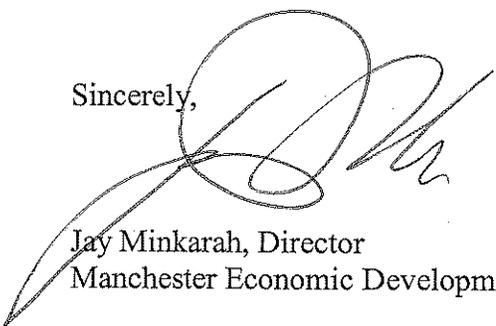
Michael J. Lopez, Chairman
Administration & Information Systems
One City Hall Plaza
Manchester, NH 03101

Re: Job Corps Center Water Line & Sewer Line Extension Agreement

Dear Chairman Lopez and Members of the Committee:

Attached is a draft water and sewer line extension agreement to service the planned Job Corps Center on Dunbarton Road for your consideration. Upgrades to these lines are essential to the development of the project and this agreement will allow the project to move forward expeditiously. Copies of the proposed agreement have been forwarded to the City Solicitor's Office, the Highway Department, the Environmental Protection and Water Works Divisions, Community Development and the Office of the Mayor. If you have any questions or need additional information, please feel free to contact me at your convenience. Thank you for your consideration.

Sincerely,


Jay Minkarah, Director
Manchester Economic Development Office

In Board of Mayor and Aldermen
Date: 5/04/10
On motion of Ald. O'Neil
Seconded by Ald. Roy
Voted to refer to the Committee on
Administration/Information Systems.


City Clerk

Manchester New Hampshire

(Water Line and Sewer Line Extension)

WATER LINE AND SEWER LINE EXTENSION AGREEMENT

This Water Line and Sewer Line Extension Agreement (the "Agreement") is made this _____ day of _____, 2010, by and between the U.S. DEPARTMENT OF LABOR (hereinafter called the "DOL") and THE CITY OF MANCHESTER, a municipality, by and through its Departments of Highway and Water Works (hereinafter the "City").

WITNESSETH:

WHEREAS, the DOL is in the process of undertaking the construction of Job Corps Center (the "JCC") off of Dunbarton Road, in Manchester, New Hampshire (the "Project Site"); and,

WHEREAS, the construction of the JCC will necessitate the extension of the existing municipal water service (the "Water Line") from its current location on Dunbarton Road approximately four hundred seventy five (475) feet west of English Village Road, northwesterly to a point at the western most lot line of the Project Site, and the extension of the municipal sewer service (the "Sewer Line") from its current location on Dunbarton Road to the Project Site; and,

WHEREAS, the DOL desires to enter into this Agreement with the City, whereby the City will, respectively, and as appropriate, agree to: (i) provide the design and engineering services necessary to extend and install the Water Line and Sewer Line to the Project Site; and (ii) contract for the construction and installation of the Water Line and Sewer Line to the Project Site; and (iii) provide for routine operation and maintenance of these water and sewer extensions.

NOW, THEREFORE, in consideration thereof, the parties hereto mutually agree as follows:

1. Work to Be Performed.

The City agrees to provide the following (collectively the "Work"):

A. Prepare engineering design plans and specifications for the construction, replacement and extension of the existing Water Line and Sewer Line to the Project Site and associated sanitary sewer pump station on the Project Site as described below.

B. The labor, equipment and materials to construct and extend: (i) the existing water line from its current location on Dunbarton Road

approximately four hundred seventy five (475) feet west of English Village Road, northwesterly to a point at the western most lot line of the Project Site; and (ii) existing municipal sewer line from its current location on Dunbarton Road to the Project Site, and to construct the necessary pump station to discharge the sanitary waste from the Job Corps facility to the gravity flow portion of the sewer, in accordance with the plans and specifications prepared pursuant to Section 1,A, above.

It is understood and agreed that construction and installation of the Water Line and Sewer Line will necessitate ancillary yet directly related work including but not limited to excavation, backfill, restoration of roadway surface, traffic control, restoration of pavement markings, etc. It is further agreed that the City will be reimbursed 100% for all such costs, in accordance with the provisions hereof.

2. The DOL agrees to reimburse the City for the work described in Paragraph 1 as follows:
 - A. Costs To Be Reimbursed: The DOL shall pay the City for the actual cost of all engineering, project administration and construction costs in accordance with Exhibit A. This is estimated at a not-to-exceed cost of \$1,559,000 (\$159,000 being allocated for Design and Construction Administration; and, \$1,400,000 for Construction). If the not-to-exceed cost requires adjustment due to unforeseen circumstances or because once final construction and design plans are prepared and bids to perform the Work are received, the estimated cost for construction exceeds the amount set forth above, DOL approval will be required. If DOL does not approve the increase the DOL shall pay for the design services rendered up to the amount of \$159,000.
 - B. Method of Payment: The DOL shall make periodic payments to the City on a monthly basis upon submission of invoices for work completed in accordance with 2D, below.
 - C. Submission of Monthly Reports. With each invoice for Payment, the City shall submit monthly reports to the DOL detailing the amount of the Work performed in the previous month. The monthly reports shall:
 - Project Name and Number.
 - Brief description of work covered.
 - Breakdown of engineering, design, contract invoices, labor, equipment, construction and materials.
 - Dollar value of the Work performed

D. Submission of Invoices. Invoices shall be submitted, on a monthly basis, to:

The invoices shall contain:

- Project Name and Number.
- Brief description of work covered.
- Amount requested pursuant to the invoice.
- Breakdown of costs.
- Copy of all authorized engineering and construction payments.
- Whether billing is partial or final.
- Bill or invoice number.
- Date of billing.

3. The Work described in Paragraph 1 above will be shown in greater detail on the plans and specifications prepared by the City in accordance with Section 1, A, above. Upon completion of said plans and specification they shall be made a part of this Agreement.
4. The Work described in Paragraph 1 above, may be done by City forces and/or under an existing continuing contract and/or by competitive bid contract. Continuing contracts shall be defined as a written contract with the City and the contractor who periodically does work for the City. The City will have awarded the continuing contracts using a competitive bid process, the attached documentation of which being made a part of this Agreement. Contracts will be solicited and awarded by the City in accordance with the City of Manchester, NH Code of Ordinances, including but not limited to, Chapter 39, thereto or in accordance with any specific actions of the Board and Mayor and Alderman. Notwithstanding any other provision hereof the contracts by and between the City and any subcontractor, engineering firm or other professional shall be on terms and conditions acceptable to the City. Any reference to the City hereunder, when setting forth obligations of or benefits to the City, shall be understood to mean the City, its departments, divisions, contractors, subcontractors or agents.
5. The City agrees to coordinate the Work hereinbefore described with the other work being done on the JCC, and also agrees to complete the Work by November 30, 2010, provided the City is not delayed by acts of God, strikes, or late delivery of critical materials. Extension requests, due to unforeseen conditions, from the City, of this completion date, will not be unreasonable withheld by the DOL

6. The City agrees to perform the Work hereinbefore proposed, in accordance with all of the items mentioned above, including such additions or modifications hereafter approved, in writing, by the City. The amount of Work to be performed by the City, including any changes in excess of \$25,000, shall be approved by the DOL, within ten (10) days which approval shall not be unreasonable withheld, and the City shall be reimbursed therefore, as herein provided. Should the City determine a change in excess of \$25,000, which will not change the scope of work as defined in Paragraph 1, is necessary, and time is of the essence, the City may move forward with this work and the DOL will not unreasonably withhold approval of this change.
7. The City agrees to notify the DOL of the starting and completion dates of the work hereinbefore described, and to provide the reports set forth in Section 2C, above,
8. Upon the receipt of satisfactory detailed invoices (with applicable credit shown for salvage or scrap, betterments, and accrued depreciation, if any) without arbitrary percentage or lump sum addition for overhead expenses, the DOL agrees to reimburse the City for 100% of the costs of design, engineering, construction, labor, equipment, and materials to perform the work described in the previous paragraphs up to a not-to-exceed amount of \$1,559,000 (\$159,000 for Design and Construction Administration; and, \$1,400,000 for Construction) without additional approval from DOL for the reasons set forth in Section 2A, above.
9. Upon presentation of the invoices set forth in Section 2D above, the DOL will make periodic progress payments to the City within thirty (30) days of receipt by DOL and approval by the Contracting Officer's Technical Representative (COTR) of said invoices, which approval or rejection shall be within ten (10) days receipt of the invoice. Nothing contained herein shall obligate or require the City to continue to perform the Work in the event that the DOL is not making the progress payments required by this Agreement.
10. DELETE
11. Upon the receipt of a final invoice, so marked, showing the dates the work was started and completed, the DOL agrees to reimburse the City for the actual cost as full compensation for the costs of design, engineering, labor and construction work incurred in the extension of the Water Line and Sewer Line up to a not-to-exceed limit of \$1,559,000 (\$159,000 for Design and Construction Administration; and, \$1,400,000 for Construction) unless a higher amount has been authorized.

12. All cost records of the City pertaining to the Work will be subject at any time to inspection by representatives of the DOL for a period of not to exceed three (3) years from the date final payment is received by the City.
13. Upon final completion and acceptance of the improvements the Water Line and Sewer Line improvements shall become the exclusive property of the City. The DOL shall be responsible for all costs associated with the operation, maintenance, and repair of the sanitary sewer lift station. The City, at the expense and cost of the DOL, shall be responsible for all routine maintenance and inspection of the water and sewer line facilities, and for all repairs to the water and sewer conduits located downstream of the sanitary sewer pump station or off of the DOL Project Site.
14. This Agreement does not relieve the DOL from the payment of any routine charges and or fees normally associated with water or sewer service applications within the Project Site. Such fees and charges shall be due and payable to the applicable City Department upon application for such service or as is required by the individual City Department.
15. In performing their undertakings and obligations set forth in this Agreement both parties shall comply with all federal, state and local laws, statutes, rules, regulations and ordinances applicable to said party.
16. This Agreement shall be governed by the laws of the State of New Hampshire, without regard to conflicts of law principles.
17. The parties hereto acknowledge that this Agreement is exempt from the equal opportunity clause pursuant to 41 CFR 60-1.5(a)(4).
18. The Agreement may be executed in multiple counterpart originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

U.S. DEPARTMENT OF LABOR

CITY OF MANCHESTER

By: _____
 Name:
 Title:

By: _____
 Name:
 Title:

EXHIBIT A

- A. Costs To Be Reimbursed. The DOL shall reimburse the City for the Cost of the Work which term shall mean costs necessarily incurred by the City in the performance of the Work up to the not-to-exceed limit of \$1,559,000 (\$159,000 for Design and Construction Administration; and, \$1,400,000 million for Construction) without appropriate DOL approval for the reasons set forth in Section 2A, above. The Cost of the Work shall include the following:
1. Labor Costs. Wages of engineers, supervisors, administrative personnel and other workers employed by the City to perform the Work will be charged at there normal wage rates plus appropriate benefits and overhead.
 2. Subcontract Costs. Payments made by the City to subcontractors, contractors, designers, engineers and other professionals in accordance with the requirements of any contracts by and between the City and any subcontractors, contractors, designers, engineers and other professionals with respect to the performance of the Work.
 3. Costs of Materials and Equipment Incorporated in the Completed Construction.
 - (a) Costs, including transportation, of materials and equipment incorporated or to be incorporated into the Work.
 - (b) Costs of materials described in the preceding clause in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage.
 4. Cost of Other Materials and Equipment and Related Items.
 - (a) Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the City at the site. Cost for items previously used by the City shall mean fair market value.
 - (b) Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the City at the site, whether rented from the City or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
 - (c) Costs of removal of debris, waste or other materials in the course of performing the Work.
 - (d) Reproduction costs, costs of facsimile transmissions and long-distance phone calls, postage and Federal Express (or similar courier) charges.

(e) Reasonable transportation costs of the City personnel in execution of the Work, at rates normally applied.

5. Miscellaneous Costs.

(a) Any costs directly attributable to this Agreement for premiums of insurance and bonds.

(b) Any fees and assessments for the building permit and for other permits, licenses and inspections for which the City is required by the Contract Documents to pay.

(c) Fees of testing laboratories for tests required to perform the Work.

(d) Royalties and license fees paid for the use of a particular design, process or product required by the Work, and the costs of any suits or claims for infringement of patent or other intellectual property rights, including the payment of any judgments or settlements thereof.

(e) Legal, mediation and arbitration costs, other than those arising from disputes between the DOL and the City, reasonably incurred by the City in the performance of the Work. Notwithstanding the prior sentence, legal, arbitration, mediation and other fees incurred as a result of the City's failure perform any of its duties hereunder, including, but not limited to, failure to pay subcontractors and suppliers, shall not be deemed a Cost of the Work.

(f) Other costs incurred in the performance of the Work.

(g) Sales, use or other taxes (if any).

(h) Data processing fees and expenses relating to the Work.

6. Emergencies and Repairs to Damaged or Nonconforming Work. The Cost of the Work shall also include costs which are incurred by the City:

(a) In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

(b) In repairing or correcting damaged or nonconforming Work executed by the City or the City's subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of the City.

B. Notwithstanding any other provision of this Agreement, for third party contractor(s) or engineer(s) engaged by the City to perform Work, the DOL shall pay the full amount of any invoice submitted to the City by said third party contractor(s) or engineer(s) as long as it does not exceed the established not-to-exceed limit without prior DOL approval.