

## AGENDA

### COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

**December 21, 2010**  
**Aldermen Lopez, Osborne,**  
**O'Neil, DeVries, Corriveau**

**5:00 PM**  
**Aldermanic Chambers**  
**City Hall (3<sup>rd</sup> Floor)**

1. Chairman Lopez calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Robert Tourigny, NeighborWorks Executive Director, requesting approval to increase the income limits associated with property being developed on Karatzas Avenue.  
**Ladies and Gentlemen, what is your pleasure?**
4. Communication from Mindy Salomone-Abood, Purchasing Agent, requesting approval of the Governmental Equipment Lease-Purchase Agreement with Caterpillar Financial Services Corporation.  
**Ladies and Gentlemen, what is your pleasure?**
5. Communication from David Mara, Chief of Police, requesting the Committee consider moving towards a full transition of the Parking Control Officers to the Parking Division.  
**Ladies and Gentlemen, what is your pleasure?**
6. Communication from Timothy Soucy, Public Health Director, requesting an amendment to the definition of the Sanitary Food Code in Chapter 117 Food Service Establishments of the Code of Ordinances.  
**Ladies and Gentlemen, what is your pleasure?**

7. Communication from Mayor Gatsas requesting that the Committee review the current Ordinances and enforcement options regarding political signs.  
*(Note: Referred by the Board of Mayor and Aldermen on 11/16/2010; with the City Solicitor to work with the Committee on a recommendation.)*

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

8. Communication from Mayor Gatsas requesting that the Committee review the current bedbug Ordinance and enforcement.  
*(Note: Referred by the Board of Mayor and Aldermen on 11/16/2010)*

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

9. Innoprise Project update submitted by Jennie Angell, Director of Information Services.

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

#### **TABLED ITEMS**

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

10. Presentation by Robert Cote, President of Brattle Consulting Group, Inc., regarding SubItUp.com and its impact on the Manchester Police Department.

*(Note: Retabled on 8/30/2010; Police Department to evaluate through December 2010. Originally tabled 04/20/2010.)*

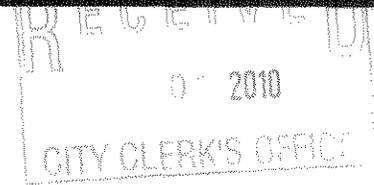
11. Communication from Jennie Angell, Director of Information Services, regarding support services for the Manchester School District's website.

*(Note: Tabled 11/16/2010, Dr. Brennan to meet with the BOSOC regarding funding Additional communication from Jennie Angell was submitted on December 13, 2010, and is attached.)*

12. There being no further business, a motion is in order to adjourn.

December 2, 2010

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



RE: Modification to Karatzas Avenue Affordability Restrictions

Dear Chairman Lopez:

As a follow up to our discussion last week, I am requesting approval from the City of Manchester to allow us to increase the income limits associated with a property we are developing on Karatzas Ave.

In 2006, the Board of Mayor and Aldermen declared approximately 10 acres of land located on Karatzas Ave as surplus property. As a result, the Manchester Water Works was able to sell the property to The Anagnost Companies and the Manchester Housing and Redevelopment Authority (MHRA) for the purposes of creating affordable workforce housing. Through a unique partnership involving a private developer, a quasi-public agency and a private non-profit organization, the site has been successfully developed through multiple phases.

First, MHRA and Anagnost created 138 affordable rental units through the development of two affordable housing properties known as Stella Arms and Sidoras Terrace. One hundred percent of these units are affordable to households earning below 60% of the area median income. In addition, through a joint venture between NeighborWorks Greater Manchester and Anagnost, a condominium development was approved to create 66 affordable units for sale. With the first units being completed and sales beginning in June 2008, we were able to provide units valued at \$244,000 for sale to households earning less than 120% of the area median income at a cost of \$189,900. In the past two years we have built 40 units and sold 32 to date. With the expiration of the federal government's \$8,000 first time home buyer tax credit earlier this year, we have seen a significant drop in sales. Due in part to a lack of consumer confidence in homeownership, in part due to the tightening of credit and underwriting programs and in part to employment problems, the real estate market has slowed particularly for the first time buyer. Today, even buyers who earn 120% of the area median income are challenged to obtain credit if they have any other debt such as a car loan. Because real estate values have declined so significantly in the for sale condominium market, the buyer subsidy we were able to provide in 2008 has eroded and is no longer available which means borrowers must bring more money to the table to qualify. The

NeighborWorks®  
Greater Manchester  
20 Merrimack Street  
Manchester, NH 03101  
T: 603.626.4663  
F: 603.623.8011  
www.nwgm.org

**BOARD OF TRUSTEES**

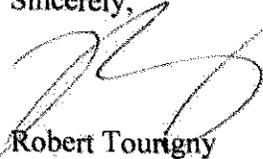
R. Scott Bacon  
Barry Brensinger  
Dean Christon  
Robert Dastin  
Sylvio Dupuis  
David Goodwin  
Fred B. Kfoury, Jr.  
Claire Monier

eight completed units remaining to be sold and the 26 remaining units to be built are hampered by these factors. Therefore, we are seeking to lift the affordability restriction on these units in hopes of being able to offer them to a broader market.

Of the 204 units created through this development, 170 have been completed and are affordable to either renters who fall below 60% of the area median income or for sale to owners below 120% of the area median income. We are asking that the affordability restrictions be lifted on the remaining 34 units (17% of the total).

As always, I am willing to meet with you and the members of the committee and the Board of Mayor and Alderman to discuss the details of the changes being requested.

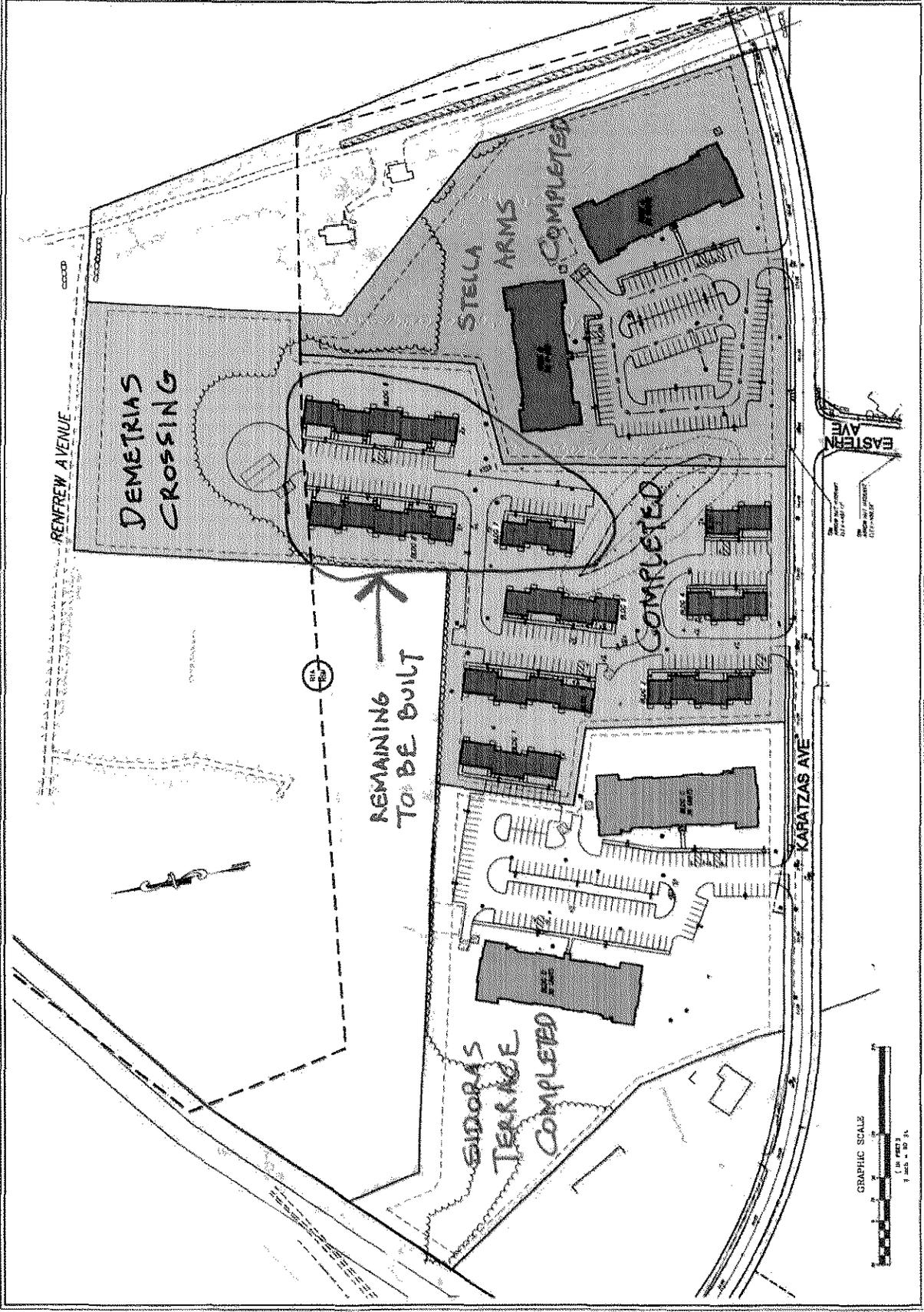
Sincerely,

A handwritten signature in black ink, appearing to read 'RT', is written over the typed name and title.

Robert Tourigny  
Executive Director

Cc: Tom Clark  
Leon LaFreniere  
Ald. Garth Corriveau

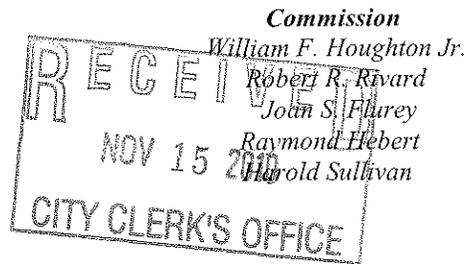
<b>22</b> Revision DATE: 05-03-2006 SCALE: 1"=40'-0"		<b>21</b> Revision DATE: 05-03-2006 SCALE: 1"=40'-0"	
<b>OVERVIEW PLAN</b> MANCHESTER, NH KARATZAS AVENUE MULTI-FAMILY DEVELOPMENT KARATZAS AVENUE TAX MAP 551-L0T 1.13-1.13-2			
MANAGNOST INVESTMENTS INC. 33 S. COMMERCIAL STREET MANCHESTER, NH 03101			
			
510 Commercial Street, Manchester, NH 03101 (603) 688-8233 FAX: (603) 688-8802 www.clr-engineers.com			
ISS. DATE: 05/03/06 1. 2006/05/03 REVISION FOR CITY COMMENTS	DESIGNED:	CHECKED: APPROVED:	APP.



EST. BY: [unreadable] DATE: 05/03/06

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

Timothy J. Clougherty  
Deputy Public Works Director



## CITY OF MANCHESTER

*Highway Department*

Alderman Michael J. Lopez, Chairman  
Committee on Administration/Information Systems  
c/o City Clerk's Office  
One City Hall Plaza  
Manchester, NH 03101

**RE: BACKHOE & EXCAVATOR LEASE**

Dear Committee Members:

On May 12, 2010 the Public Works Department approved the award of a contract for rental of an Excavator and a Backhoe/Loader to Milton Cat, Inc. of Hopkinton, NH. A total of four bids were received and Milton Cat's bid with a total monthly rental price of \$4,330 was the lowest meeting the required bid specifications. Through the bid process we requested information on lease programs including financial terms, which again, Milton Cat offered the best terms to the City.

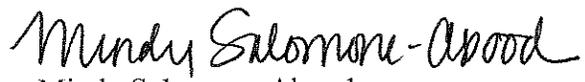
Since that time, we have had discussions internally and with Milton Cat regarding the possibility of entering into a lease to purchase agreement for the above-mentioned pieces of equipment. This makes sense for several reasons:

- The City has rented both pieces of equipment annually since the 90's or earlier.
- Since 2006 the average combined monthly rental fee has been \$5,000.00, and we rent for several months (May – Nov).
- In most recent years these pieces of equipment have been used specifically on "CDBG" funded jobs, therefore rental fees have been paid out of "CDBG" funds.
- Milton has provided us with VERY favorable terms:
  - Rental payments made in 2010 will be applied to initial balance.
  - Next payment due May 2011
  - Monthly lease payments for both pieces at \$4,316.78 per month for a total of 7 months per year (May – Nov).
  - Financing rate of 3.5%
  - Last payment of \$2.00 for ownership has been waived.
  - Both pieces of equipment would be owned by the City in just over 8 years.
  - Non-appropriation Clause within the lease terms if funding becomes unavailable.

Attached for your approval is the Governmental Equipment Lease-Purchase Agreement with Caterpillar Financial Services Corporation.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Mindy Salomone-Abood". The signature is written in a cursive, flowing style.

Mindy Salomone-Abood  
Purchasing Agent

Attachment

cc: K. Sheppard  
T. Clougherty  
T. Clark  
W. Sanders

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
**GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT**  
**DOCUMENT PACKAGE**

## Explanation of Contents

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

**A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

**B. Acceptance Certificate.** The Acceptance Certificate is signed by you when you receive and confirm that the equipment being lease-purchased under the Governmental Equipment Lease-Purchase Agreement is operational and in good working order. As we are not involved in the manufacture, selection or delivery of the equipment we are relying upon you to ensure that the equipment works.

**C. Lessee's Authorizing Resolution.** The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official

**D. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

**E. Opinion of Counsel.** An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

**F. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

**CATERPILLAR FINANCIAL SERVICES CORP.**

These documents were prepared especially for:  
**CITY OF MANCHESTER, HIGHWAY DEPARTMENT**  
**227 MAPLE STREET**  
**MANCHESTER, NH 03103**

**Dealer:** SOUTHWORTH-MILTON, INC., B420

**Quote Number:** 3338060

**Date:** 11/08/2010

**Credit Application Number:** 1807387

**Time:** 3:37 PM

**Comments:**

**DOCUMENT CHECKLIST (GOVERNMENTAL LEASE)**

<b>Customer Executed Documents</b>	<b>Comments</b>
<input type="checkbox"/> Lease Purchase Document	_____
<input type="checkbox"/> Acceptance Certificate	_____
<input type="checkbox"/> Insurance Verification	_____
<input type="checkbox"/> 8038G or 8038GC	_____
<input type="checkbox"/> Advance Payment (cross out if N/A)	_____
<input type="checkbox"/> Customer Information Verification	_____
<input type="checkbox"/> Tax Exemption Certificate	_____
<input type="checkbox"/> Any necessary Riders/Amendments	_____
<input type="checkbox"/> Lessee's Resolution + Minutes of Meeting <b>OR</b>	_____
<input type="checkbox"/> Opinion of Lessee's Counsel	_____
<input type="checkbox"/> Other _____	_____

<b>Dealer Executed Documents</b>	<b>Comments</b>
<input type="checkbox"/> Purchase Agreement	_____
<input type="checkbox"/> Dealer Invoice	_____
<input type="checkbox"/> All Credit Conditions Met	_____

*\*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*

**If you have any questions concerning these documents please call and ask for**

**Checklist completed and confirmed by: Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.



**GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT**  
Transaction Number 1807387

Lessee: CITY OF MANCHESTER, HIGHWAY  
DEPARTMENT  
Address: 227 MAPLE STREET  
City: MANCHESTER  
State/ Zip NH 03103

Lessor: Caterpillar Financial Services Corporation  
Address: 2120 West End Avenue  
City: Nashville  
State/Zip: Tennessee 37203-0001

LESSOR SHALL BE UNDER NO OBLIGATION TO PURCHASE THE UNIT(S) AND ENTER INTO THIS LEASE UNLESS LESSEE EXECUTES AND RETURNS THIS LEASE-PURCHASE AGREEMENT TO LESSOR ON OR BEFORE DECEMBER 8, 2010.

**1. LEASE PAYMENTS; CURRENT EXPENSE.** Lessee agrees to pay the lease payments (the "Lease Payments") with respect to this Agreement during the term hereof in the amounts and on the dates specified below. A portion of each Lease Payment is paid as and represents the payment of interest and the balance of each Lease Payment is paid as and represents payment of principal. Lessor is authorized to insert the due dates of the Lease Payments and any other information that should be added hereto in order for this Agreement to reflect the specific agreements of the parties hereto. All Lease Payments shall be paid to Lessor without notice or demand at such place as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Lease Payments exclusively from moneys legally available therefor, in lawful money of the United States of America. The obligations of Lessee, including its obligation to pay the Lease Payments due in any fiscal year, shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the constitution and laws of the State in which Lessee is located (the "State"). Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Paragraph) owing hereunder. EXCEPT AS PROVIDED IN PARAGRAPH 4, LESSEE'S OBLIGATIONS TO MAKE THE PAYMENTS TO LESSOR IN THE AMOUNTS REQUIRED HEREBY ARE ABSOLUTE AND UNCONDITIONAL. LESSEE FURTHER EXPRESSLY AGREES THAT IT WILL MAKE ALL SUCH PAYMENTS TO LESSOR REGARDLESS OF, AND WILL NOT ASSERT AGAINST LESSOR, ANY DEFENSE, CLAIM, SETOFF, OR COUNTERCLAIM OR OTHER RIGHT, EXISTING OR FUTURE, WHICH LESSEE MAY HAVE AGAINST THE LESSOR OR ANY OTHER PERSON OR ENTITY FOR ANY REASON. As used in this Agreement, "Payments" shall mean the Lease Payments and any other amounts required to be paid by Lessee hereunder.

Lease Payments shall be paid by Lessee to Lessor according to the attached payment schedule; provided that all accounts owing hereunder shall be due by the final lease payment date. If Lessor does not receive a Lease Payment on the date it is due, Lessee shall pay to Lessor, on demand a late payment charge equal to the lesser of five percent (5%) of the payment not paid when due or the highest charge allowed by law, whichever is less.

The portion of the Lease Payments constituting principal shall bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 3.50% per annum.

**2. SECURITY INTEREST.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the items of equipment (the "Equipment") described below. In order to secure all of its obligations hereunder, Lessee hereby: (a) grants to Lessor a first and prior security interest in any and all right, title, and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom and (b) agrees to do any further act and hereby authorizes the filing of such financing statements, or to execute and deliver such certificates of title, notices or acknowledgement or other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest. Lessee at its expense will protect and defend Lessor's security interest in the Equipment and will keep the Equipment free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

**Description of Unit(s)**

(1) New	420EIT	Caterpillar Backhoe Loader
(1) New	320DL	Caterpillar Hydraulic Excavator

**Serial#**

\_\_\_\_\_  
\_\_\_\_\_

Lessee confirms that it has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish during the term of this Agreement. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the scope of Lessee's authority and not in any trade or business carried on by a person other than Lessee.

**3. WARRANTIES.** LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT. AS TO LESSOR, LESSEE'S LEASE AND PURCHASE OF THE EQUIPMENT SHALL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". Lessee shall enforce all warranties, agreements and representations, if any, with regard to the Equipment against the maker of such warranties. Except pursuant to an amendment as provided herein, no person is authorized to waive or alter any term or condition of this Agreement.

**4. NONAPPROPRIATION.** Lessee covenants and represents to Lessor that (a) Lessee will, to the extent permitted by State law include in its budget for each successive fiscal year during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, (b) Lessee has budgeted and has available for the current fiscal year sufficient funds to comply with its obligations under this Agreement and (c) there are no circumstances presently affecting Lessee that could reasonably be expected to adversely affect its ability to budget funds for the payment of sums due hereunder. Notwithstanding any provision of this Agreement to the contrary, Lessor and Lessee agree that in the event that prior to the commencement of any of Lessee's fiscal years Lessee does not have sufficient funds appropriated to make the Payments due hereunder for said fiscal year, Lessee shall have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving Lessor sixty (60) days prior written notice of its intent to cancel this Agreement. No later than the last day of the last fiscal year for which appropriations were made for the Payments due hereunder (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment, at Lessee's sole expense, in accordance with Paragraph 18, and this Agreement shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the Lease Payments beyond such fiscal year, provided, that Lessee shall pay all Lease Payments and other Payments for which moneys have been appropriated or are otherwise available, provided further, that Lessee



shall pay month-to-month rent at the rate set by lessor for each month or part thereof that Lessee fails to return the Equipment. To the extent lawful and permitted by public policy, Lessee agrees it will not terminate this Agreement under the provisions of this Paragraph 4 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal year in which termination occurs or the next succeeding fiscal year.

**5. TAX WARRANTY.** Lessee is validly existing as a body corporate and politic and public instrumentality of the State with the power and authority to enter into this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. Lessee shall, at all times, do and perform all acts and things necessary and within its control in order to assure that the interest component of the Lease Payments received by the Lessor shall, for the purposes of Federal income taxation, be excluded from the gross income of the Lessor and shall not take or permit any act or thing that could cause the interest component of the Lease Payments received by the Lessor to be included in the gross income of the Lessor for the purposes of Federal income taxation. The Equipment will not be used in any trade or business carried on by a person other than Lessee. Lessee will report this Lease Purchase to the Internal Revenue Service by filing Form 8038G, 8038C or 8038 whichever is applicable. Failure to do so will cause the agreement to lose its tax exempt status. Lessee agrees that if the appropriate form is not filed, the interest rate will be adjusted to the equivalent taxable interest rate.

**6. ASSIGNMENT.** Lessee may not, without Lessor's written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of its right, title and interest in and to this Agreement and the Equipment and/or grant or assign a security interest herein, in whole or in part. Lessor may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of its right, title and interest in and to this Agreement and the Equipment and/or grant or assign a security interest herein, in whole or in part.

**7. INDEMNITY.** To the extent permitted by law, Lessee assumes liability for, agrees to and does hereby indemnify, protect and hold harmless Lessor and its agents, employees, officers, directors, subsidiaries and stockholders from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, storage, leasing or return of any item of Equipment, regardless of where, how and by whom operated, or any failure on the part of Lessee to accept the Equipment or otherwise to perform or comply with any conditions of this Agreement. The indemnities contained in this Paragraph shall continue in full force and effect notwithstanding the termination of this Agreement. Lessee is an independent contractor and nothing contained in this Agreement shall authorize Lessee or any other person to operate or use any Equipment so as to incur any obligation on behalf of Lessor or impose any liability on Lessor. **Nothing in this Agreement is intended nor should any provision of this Agreement be construed to, limit, waiver, abridge or otherwise modify any rights, claims, or causes of action that the Lessee may have against any person or entity other than Lessor.**

**8. LOSS AND DAMAGE.** Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment or any part thereof from any cause whatsoever. No loss, theft, destruction or damage of the Equipment shall relieve Lessee of the obligation to make Lease Payments or to perform any obligation owing hereunder. In the event of loss, theft, destruction or damage of any kind to any item of the Equipment, Lessee shall immediately notify Lessor and, at the option of Lessor, shall: (a) place the same in good repair, working order and condition (ordinary wear and tear excepted); or (b) replace the same with like equipment in good repair, working order and condition (ordinary wear and tear excepted). The "net proceeds" (as defined in the last sentence of this Paragraph) of any insurance recovery shall be applied to clause (a) or (b) as provided above unless an Event of Default shall have occurred and be continuing in which case the net proceeds shall be paid to Lessor to the extent of, and applied to the amount due and payable to Lessor under this Agreement. Any net proceeds remaining after application of net proceeds in accordance with the preceding sentence shall be paid to, and belong to, Lessee. If the net proceeds of any insurance recovery are insufficient to pay in full for the repair, restoration or replacement of the Equipment, Lessee shall either complete the work to the satisfaction of Lessor, and pay any costs in excess of the net proceeds without any claim for reimbursement or credit from Lessor or pay the then applicable purchase price for the Equipment (as determined by Lessor according to its usual and customary manner) plus all Payments then due and owing hereunder. "Net proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including reasonable attorneys' fees) incurred in the collection of such claim or award.

**9. INSURANCE.** Lessee agrees to keep the Equipment insured to protect all interests of Lessor, at Lessee's expense, for such risks, in such amounts, in such forms and with such companies as Lessor may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Lessor may (but shall not be obligated to) insure the Equipment at the expense of Lessee. Any insurance policies relating to loss or damage to the Equipment will name Lessor as loss payee as its interests may appear and the proceeds may be applied toward the replacement or repair of the Equipment or the satisfaction of the Payments due hereunder. Any such policies shall contain a provision that they may not be cancelled or the coverage reduced without thirty (30) days prior written notice to Lessor. Any liability insurance policies will name Lessee and Lessor as co-insured and the proceeds shall be applied first to Lessor to the extent of its liability, if any, and the balance to Lessee. Lessee shall furnish certificates, policies or endorsements to Lessor as proof of such insurance. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premiums under any insurance policy issued on the Equipment and hereby assigns to Lessor all of its right, title and interest in and to such insurance policies and the proceeds thereof. If Lessee is self-insured with respect to equipment such as the Equipment, Lessee shall maintain an actuarially sound self-insurance program in form satisfactory to Lessor and shall provide evidence thereof in form and substance satisfactory to Lessor.

**10. TAXES, MAINTENANCE AND INSPECTION.** The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. Nevertheless, if the use, possession or acquisition of the Equipment is determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Equipment. Lessee agrees to use, operate and maintain the Equipment in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Equipment, and shall not rent the same or permit the same to be used by anyone other than Lessee or Lessee's employees. Lessee agrees to keep the Equipment in good repair, working order and condition (ordinary wear and tear excepted) and house the same in suitable shelter, and to permit Lessor or its assigns to inspect the Equipment at any time and to otherwise protect its interests therein. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for the Equipment will be provided by Lessor. Without the prior written consent of Lessor, Lessee shall not make any alterations, modifications or attachments to the Equipment that cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. In the event the Equipment is returned to Lessor, the Lessee, at its sole cost and expense, and at the request of Lessor, will remove all alterations, modifications and attachments, and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear and permitted modifications excepted. All replacement parts shall be free and clear of liens of others, and shall become part of the Equipment and subject to the terms hereof.

**11. LATE PAYMENTS AND PERFORMANCE OF LESSEE'S OBLIGATIONS BY LESSOR.** If (a) any Payment other than a Lease Payment is not paid when due or (b) Lessee fails to perform any of its obligations hereunder and Lessor performs the same for the account of Lessee and incurs expenses, costs, penalties or liabilities in so doing ("Reimbursable Expenses"), Lessee shall pay interest on such Payment from the date due and, with respect to the Reimbursable Expenses, from the date incurred, in each case until paid, at the rate of eighteen (18%) percent per annum (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law).

**12. DEFAULT.** The following shall constitute an event of default under this Agreement, and the terms "Event of Default" and "default" shall include, whenever they are used in this Agreement, the following: (a) subject to Paragraph 4 hereof, failure by Lessee to pay any Lease Payment or any other Payment required to be paid when due and such failure continues for ten (10) days after the due date thereof, (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Agreement or any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (d) any determination by the United States Internal Revenue Service that the portion of the Payments constituting "interest" is includable in the gross income of Lessor for Federal income tax purposes, or (e) the filing of a petition in bankruptcy by or against Lessee, or failure of Lessee promptly to lift any execution, garnishment, or attachment of such consequences as would impair the ability of Lessee to carry on its governmental functions, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

**13. REMEDIES.** Whenever any Event of Default shall have occurred, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps: (a) Lessor, may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by Lessee; (b) Lessor may repossess any or all of the Equipment by giving Lessee written notice to deliver the Equipment to Lessor in the manner provided in Paragraph 18, or in the event Lessee fails to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Lease Payments due during the fiscal year then in effect; (c) if Lessor terminates this Agreement and takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes; (iv) all costs and expenses incurred by Lessor to return the Equipment to the condition required by Paragraph 18 hereof; and (v) all Payments whether due or due in the future hereunder. Any disposition proceeds remaining after these disbursements have been made shall be paid to Lessee. In addition, Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations hereunder. Lessor's rights and remedies are cumulative and may be exercised concurrently or separately. No such right or remedy is exclusive of any other right or remedy permitted by this Agreement or by law or in equity.

**14. NOTICES.** For the purpose of this Agreement any notices required to be given, shall be given to the parties hereto in writing and by certified mail at the address herein set forth, or to such other addresses as each party may substitute by notice to the other, which notice shall be effective upon its receipt.

**15. DELIVERY; TITLE.** Lessee has advised Lessor of its desire to lease the Equipment, the cost of the Equipment, the expected delivery date and the desired lease terms for the Equipment. Lessee shall order such Equipment and shall cause such Equipment to be delivered pursuant to Lessee's directions. Lessor shall have no liability to Lessee, or to any other person for transportation, delivery or installation of the Equipment. Lessee shall bear the risk of loss with respect to any Equipment. Notwithstanding the designation of Caterpillar Financial Services Corporation as Lessor, Caterpillar Financial Services Corporation shall not own the Equipment. Unless applicable law requires to the contrary, legal title to the Equipment, including, if applicable, any software license component thereof shall, so long as an Event of Default or the termination of this Agreement pursuant to Paragraph 4 hereof has not occurred, and only as provided by law, is in Lessee. Upon the occurrence of an Event of Default or termination of this Agreement pursuant to Paragraph 4 hereof, full and unencumbered legal title to the Equipment shall pass to the Lessor without the necessity of further action by the parties hereto, and the Lessee shall have no further interest therein. In connection with the reversion of title to Lessor, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of Lessee's title and interest therein, and upon request by the Lessor, the Lessee shall deliver possession of the Equipment to the Lessor at Lessee's sole cost and expense and in the condition required by Paragraph 18 hereof.

**16. MISCELLANEOUS.** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by both parties. In the event any provision hereof shall be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between Lessee and Lessor and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement.

**17. JURY TRIAL WAIVER.** THE PARTIES TO THIS AGREEMENT HEREBY UNCONDITIONALLY WAIVE, IN A KNOWING AND INTENTIONAL MANNER, THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR RELATED DOCUMENTS, ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER HEREOF OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THEM.

**18. RETURN OF EQUIPMENT.** If Lessor is entitled to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (ordinary wear and tear excepted), shall be in good operating order and maintenance as required hereby, shall be free and clear of any liens (except Lessor's lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of this Agreement shall remain in full force and effect including, without limitation, Lessee's obligation to pay Lease Payments and to insure the Equipment.

**19. OTHER DOCUMENTS.** In connection with the execution of this Agreement, Lessee shall cause to be delivered to Lessor (i) an Acceptance Certificate substantially in the form attached hereto as Attachment A; (ii) a certified copy of Lessee's Authorizing Resolution substantially in the form attached hereto as Attachment B, (iii) a Verification of Insurance substantially in the form attached hereto, (iv) an opinion of Lessee's counsel substantially in the form attached hereto as Attachment C, (v) a form 8038 G or 8038 GC as required under the Code, and (vi) any other documents or items required by Lessor.

**20. APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws, excluding the laws relating to the choice of law, of the State.

Lessee:  
**CITY OF MANCHESTER, HIGHWAY DEPARTMENT**

Lessor:  
**Caterpillar Financial Services Corporation**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## AMENDMENT TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT

This is an Amendment to Governmental Lease-Purchase Agreement ("Amendment") Transaction Number 1807387 is by and between **CATERPILLAR FINANCIAL SERVICES CORPORATION** ("Lessor") and **CITY OF MANCHESTER, HIGHWAY DEPARTMENT, NEW HAMPSHIRE** ("Lessee").

**WHEREAS**, Lessee executed that certain Governmental Lease-Purchase Agreement with Lessor (the "Agreement"), Transaction Number 1807387; and

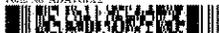
**WHEREAS**, Lessee and Lessor desire to amend the Agreement with respect to the matters hereinafter specified;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor agree to amend the Agreement as follows:

1. Section 4 of the Agreement is hereby amended and restated as follows:

**"4. NONAPPROPRIATION.** Lessee covenants and represents to Lessor that (a) Lessee will, to the extent permitted by State law include in its budget for each successive fiscal year during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, (b) Lessee has budgeted and has available for the current fiscal year sufficient funds to comply with its obligations under this Agreement, and (c) there are no circumstances presently affecting Lessee that could reasonably be expected to adversely affect its ability to budget funds for the payment of sums due hereunder. Lessee, being a political subdivision of the State, is dependent upon receiving continued appropriations or other legally available funds to continue a Lease for its Scheduled Term. Notwithstanding any provision to the contrary in this Agreement, Lessee may terminate this Agreement at the end of any fiscal period of Lessee, if sufficient funds are not appropriated by Lessee's legislative body to pay rental payments and other amounts due under this Agreement, during the next succeeding Fiscal Period ("an Event of Nonappropriation"). Lessee hereby agrees to notify Lessor at least 30 days prior to the last day of its then current Fiscal Period of the occurrence of an Event of Nonappropriation under this Agreement or, if the Event of Nonappropriation has not occurred by that date, promptly upon the occurrence of the Event of Nonappropriation. No later than forty-five (45) days after the Event of Nonappropriation (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment, at Lessee's sole expense, in accordance with Paragraph 18, and this Agreement shall terminate on the Return Date without penalty to Lessee. Lessee shall not be obligated to pay the Lease Payments beyond the Return Date, provided that Lessee shall pay all Lease Payments and other payments for which moneys have been appropriated, and provided further, that Lessee shall pay a pro rata rent payment covering the period of time between the last scheduled payment and the Return Date. Lessee also hereby agrees to pay a month-to-month rent at the rate set by Lessor for each month or part thereof after the Return Date in which Lessee fails to return the Equipment. To the extent lawful and permitted by public policy, Lessee agrees it will not terminate this Agreement under the provisions of this Paragraph 4 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal year in which termination occurs or the next succeeding fiscal year."

In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control. Except as provided herein, the Agreement shall remain unchanged and in full force and effect in accordance with its terms. It is specifically understood



and agreed that the foregoing shall not be deemed to be a waiver or amendment of any other provision of the Agreement or any of Lessor's rights or remedies under the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

**CITY OF MANCHESTER, HIGHWAY  
DEPARTMENT**

**CATERPILLAR FINANCIAL  
SERVICES CORPORATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER INFORMATION VERIFICATION**

(Required Document)

In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: \_\_\_\_\_

**Current Information on file**

**Please make corrections here**

Customer Name: CITY OF MANCHESTER, HIGHWAY DEPARTMENT

\_\_\_\_\_

Physical Address: 227 MAPLE STREET  
MANCHESTER, NH 03103

\_\_\_\_\_

Mailing Address: 227 MAPLE STREET  
MANCHESTER, NH 03103

\_\_\_\_\_

Equipment Location:

\_\_\_\_\_

Business Phone: (603)624-6494

\_\_\_\_\_

Fed. ID # or SS #:

\_\_\_\_\_

E-mail Address:

\_\_\_\_\_

Accounts Payable Contact Name and Phone:

\_\_\_\_\_

**Tax Information**

Sales Tax Rate: 0

(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)

City Limits Asset outside the City Limits? Yes\_\_ No\_\_

Tax Exemption Status:  Exempt  
 Non-Exempt

If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents – Not needed by CFSC if dealer ISC

Other Information:

\*Should the above changes apply to ALL of your contracts, OR for this contract ONLY?

- ALL CONTRACTS
- THIS CONTRACT ONLY

**THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.**

**Customer Initials**

Data Privacy Notice:

*This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*

**CUSTOMER INFORMATION GUIDE***Frequently Asked Questions***HAVE A QUESTION ABOUT YOUR ACCOUNT?****Option 1: Access AccountExpress Online**

*Just follow these easy steps:*

- Go to [www.CatFinancial.com](http://www.CatFinancial.com)
- Select your country of residence
- Click on the **AccountExpress** link.
- 24 hours a day/7 days a week
- Obtain Information such as:
  - Check Balances
  - Calculate Payoffs
  - See Payment History
  - Check Interest Paid
  - Next Due Date

**Option 2: Call our Toll Free Customer Support Line:**

**Cat Financial—Customer Service**  
1-800-651-0567  
Monday – Friday  
7 a.m. – 6 p.m. CST

**NEED A PAYOFF ON YOUR CONTRACT?****Option 1: Access AccountExpress Online**

*Just follow these easy step:*

- Go to [www.CatFinancial.com](http://www.CatFinancial.com)
- Select your country of residence
- Click on the **AccountExpress** link

**Option 2: Call our Toll Free Customer Support Line**

**Cat Financial – Customer Service**  
1-800-651-0567  
Monday – Friday  
7 a.m. – 6 p.m. CST

**WHAT ARE MY PAYMENT OPTIONS?****Option 1: Check or Money Orders via U.S. Mail**

*Regular U.S. Mail, send to: (NO correspondence)*

Caterpillar Financial Services Corporation  
P.O. Box 13834  
Newark, NJ 07188-0834

*Overnight Mail, send to:*

JP Morgan Lockbox Processing  
Caterpillar - Lockbox #13834  
4 Chase Metrotech Center  
Grd Lvl Courier-Willoughby Street  
Brooklyn, NY 11245  
United States

**Option 2: Direct Pay Automated Payment**

*Just Follow these easy steps:*

- Go to [www.CatFinancial.com](http://www.CatFinancial.com)
- Select your country of residence
- Click on the **AccountExpress** link

**Option 3: Pay online with AccountExpress**

*Just follow these easy steps:*

- Go to [www.CatFinancial.com](http://www.CatFinancial.com)
- Select your country of residence
- Click on the **Account Express** link

**Option 4: Wire Transfers**

J.P. Morgan/Chase Manhattan  
ABA Routing #021-000021  
Account #910-2-469872

**QUESTIONS ABOUT CAT INSURANCE?**

Call 1-800-248-4228  
Monday – Friday  
7 a.m. – 6 p.m. CST

**LATE CHARGES**

*Payments are not considered paid until received. All payments received after the due date must include the late charge. Postal Delays do not result in a waiver of the late charges. Therefore, please allow adequate time for mail service.*

**ATTACHMENT A**  
**ACCEPTANCE CERTIFICATE**

This Acceptance Certificate is executed and delivered by **CITY OF MANCHESTER, HIGHWAY DEPARTMENT** ("Lessee") in connection with the Governmental Equipment Lease-Purchase Agreement Transaction Number 1807387 (the "Agreement"), between Lessee and **Caterpillar Financial Services Corporation** ("Lessor").

Lessee hereby certifies that:

1. Capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Agreement.
2. The Equipment: 1 NEW 420EIT Caterpillar Backhoe Loader \_\_\_\_\_ has been delivered to it, and has been inspected by it, and is in good working order and condition and is of the size, design, capacity and manufacture selected by it and meets the provisions of the purchase orders with respect thereto. Lessee hereby confirms it irrevocably accepts said items of Equipment "as-is, where-is" for all purposes of the Agreement as of the Acceptance Date set forth below.
3. The Equipment will be located at:
4. The Acceptance Date is \_\_\_\_\_.

Lessee:  
**CITY OF MANCHESTER, HIGHWAY DEPARTMENT**

Signature: \_\_\_\_\_

By : \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT A

ACCEPTANCE CERTIFICATE

This Acceptance Certificate is executed and delivered by **CITY OF MANCHESTER, HIGHWAY DEPARTMENT** ("Lessee") in connection with the Governmental Equipment Lease-Purchase Agreement Transaction Number 1807387 (the "Agreement"), between Lessee and **Caterpillar Financial Services Corporation** ("Lessor").

Lessee hereby certifies that:

1. Capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Agreement.

2. The Equipment: 1 NEW 320DL Caterpillar Hydraulic Excavator \_\_\_\_\_ has been delivered to it, and has been inspected by it, and is in good working order and condition and is of the size, design, capacity and manufacture selected by it and meets the provisions of the purchase orders with respect thereto. Lessee hereby confirms it irrevocably accepts said items of Equipment "as-is, where-is" for all purposes of the Agreement as of the Acceptance Date set forth below.

3. The Equipment will be located at:

4. The Acceptance Date is \_\_\_\_\_.

Lessee:  
**CITY OF MANCHESTER, HIGHWAY DEPARTMENT**

Signature: \_\_\_\_\_

By : \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT B

LESSEE'S AUTHORIZING RESOLUTION

Whereas, CITY OF MANCHESTER, HIGHWAY DEPARTMENT (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of New Hampshire (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto; and

Whereas, in order to acquire such equipment, the Governmental Entity proposes to enter into a lease-purchase transaction pursuant to that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar Financial Services Corporation, the form of which has been presented to the governing body of the Governmental Entity at this meeting;

Now, Therefore, Be It And It Is Hereby Resolved:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval; and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Agreement and all exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement.

Section 4. Authorized Signatories. Following are the true names, correct titles and specimen signatures of the incumbent officers referred to in the foregoing resolution:

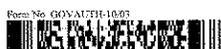
Name (Print or Type)	Title (Print or Type)	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption. This Resolution was adopted and approved on \_\_\_\_\_.

Signature: \_\_\_\_\_  
Secretary /Clerk

Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_



**VERIFICATION OF INSURANCE**

Lessor:  
Caterpillar Financial Services Corporation  
2120 West End Avenue  
Nashville, TN 37203-0001

Lessee:  
**CITY OF MANCHESTER, HIGHWAY DEPARTMENT**  
**227 MAPLE STREET**  
**MANCHESTER, NH 03103**

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 1807387 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Lessee:  
**CITY OF MANCHESTER, HIGHWAY DEPARTMENT**

Signature: \_\_\_\_\_

By : \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_



ATTACHMENT C

OPINION OF LESSEE'S COUNSEL

(Please Furnish this Text on Attorney's Letterhead)

Date: \_\_\_\_\_

Lessor: Caterpillar Financial Services Corporation  
2120 West End Avenue  
Nashville, TN 37203-0001

Re: Governmental Equipment Lease-Purchase Agreement Transaction Number 1807387, by and between **CITY OF MANCHESTER, HIGHWAY DEPARTMENT** and Lessor.

Ladies and Gentlemen:

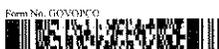
I have acted as counsel to Lessee in connection with the execution and delivery by Lessee of the Governmental Equipment Lease-Purchase Agreement described above, and all related exhibits, attachments and other documents necessary to consummate the transactions contemplated therein (collectively, the foregoing is referred to as the "Lease").

Based upon the foregoing examination and upon an examination of such other documents, records, and certificates and having made such other investigation as I consider necessary to render the opinions herein, I am of the opinion that:

1. Lessee is a \_\_\_\_\_ duly organized and legally existing as a political subdivision under the Constitution and laws of the State of New Hampshire (the "State") with full power and authority to enter into the Lease and to carry out its obligations thereunder and the transactions contemplated thereby.
2. The Lease has been duly authorized, executed and delivered by Lessee and, assuming due authorization, execution and delivery thereof by Lessor, constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally, and does not violate any judgment, order, law or regulation applicable to Lessee.
3. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Lease or in any way to contest the validity of the Lease, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State. The appropriation of moneys to pay the Lease Payments coming due under the Lease does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
5. The Lessee is within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and Treasury Regulations and Rulings related thereto, a state or fully constituted political subdivision or agency of a state. The portion of Lease Payments made by Lessee identified as the interest component thereof will not be includible as Federal gross income under applicable statutes, regulations, court decisions and rulings existing on the date of this opinion is not an item of tax preference and consequently will be exempt from present Federal income taxes except to the extent taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

Very truly yours,

\_\_\_\_\_  
type name and title under signature



**CATERPILLAR FINANCIAL SERVICES CORPORATION**

SOUTHWORTH-MILTON, INC.  
100 QUARRY DR  
MILFORD MA 01757-1729

Reference: CITY OF MANCHESTER, HIGHWAY DEPARTMENT

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION  
DOCUMENTATION DEPARTMENT



## PURCHASE AGREEMENT

This Purchase Agreement, Transaction Number 1807387, is between **SOUTHWORTH-MILTON, INC.** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>		<u>Serial#</u>	<u>Freight</u>	<u>Total Price</u>
(1) 420EIT	New Caterpillar Backhoe Loader	_____	\$0.00	\$85,375.00
(1) 320DL	New Caterpillar Hydraulic Excavator	_____	\$0.00	\$139,315.00

**Lessee:**  
**CITY OF MANCHESTER, HIGHWAY DEPARTMENT**  
  
 227 MAPLE STREET  
  
 MANCHESTER, NH 03103

<b>Subtotal</b>	<b>224,690.00</b>
<b>Tax</b>	<b>0.00</b>
<b>Total Purchase Price</b>	<b>224,690.00</b>
<b>Unit(s) Delivery Point:</b>	

**See next page for additional terms and conditions.**

**SOUTHWORTH-MILTON, INC.**

**Caterpillar Financial Services Corporation**

(Vendor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name (PRINT) \_\_\_\_\_

Name (PRINT) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## ADDITIONAL TERMS AND CONDITIONS

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.

2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).

3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).

4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.

5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).

6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.

7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.

8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.

9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

**ATTACHMENT D**  
**PAYMENT SCHEDULE**

To Governmental Equipment Lease-Purchase Agreement Transaction Number 1807387

between

**CITY OF MANCHESTER, HIGHWAY DEPARTMENT**

and

**Caterpillar Financial Services Corporation**

<u>Payment Dates</u>	<u>Payment Numbers</u>	<u>Payment Amounts Due</u>
_____	1 - 5	\$0.00
_____	6 - 12	\$4,316.78
_____	13 - 17	\$0.00
_____	18 - 24	\$4,316.78
_____	25 - 29	\$0.00
_____	30 - 36	\$4,316.78
_____	37 - 41	\$0.00
_____	42 - 48	\$4,316.78
_____	49 - 53	\$0.00
_____	54 - 60	\$4,316.78
_____	61 - 65	\$0.00
_____	66 - 72	\$4,316.78
_____	73 - 77	\$0.00
_____	78 - 84	\$4,316.78
_____	85 - 89	\$0.00
_____	90 - 96	\$4,316.78
_____	97 - 101	\$0.00
_____	102 - 106	\$4,316.78
	FINAL PAYMENT OF	\$2.00

**CITY OF MANCHESTER, HIGHWAY DEPARTMENT**  
(Lessee)

**Caterpillar Financial Services Corporation**  
(Lessor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name (PRINT) \_\_\_\_\_

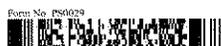
Name (PRINT) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



Caterpillar Financial Services Corporation  
This information completes the document set.  
ID: 3338060 11/08/2010 3:37 PMCT

\*\*\*\*\*

CITY OF MANCHESTER, HIGHWAY DEPARTMENT  
227 MAPLE STREET  
MANCHESTER NH 03103  
County: ROCKINGHAM

SOUTHWORTH-MILTON, INC.  
100 QUARRY DR  
MILFORD, MA 01757-1729

Description of Equipment:

(1) New 420EIT Caterpillar Backhoe Loader  
(1) New 320DL Caterpillar Hydraulic Excavator

\_\_\_\_\_  
\_\_\_\_\_

**For questions regarding the filing of UCC(s) please contact your CFSC representative.**

Federal Tax ID# CFSC: 37-1105865  
Federal Tax ID# Dealer:  
Federal Tax ID# Customer:

\*\*\*\*\*  
**FOR CUSTOMERS CLAIMING EXEMPTION FROM SALES AND USE TAX:**

AN EXEMPTION CERTIFICATE MUST BE ATTACHED OR ON FILE WITH CFSC. THE CERTIFICATE MUST BE MADE OUT TO "CATERPILLAR FINANCIAL SERVICES CORPORATION"; INCLUDE THE REGISTRATION NUMBER OF THE CUSTOMER FOR THE STATE IN WHICH THE EQUIPMENT IS LOCATED; STATE THE REASON FOR THE EXEMPTION; AND BE SIGNED AND DATED BY A CORPORATE OFFICER OR AUTHORIZED PERSONNEL WITH THE CUSTOMER. TO VERIFY THAT A CERTIFICATE IS ON FILE, CONTACT THE CFSC TAX DEPARTMENT ON 615-341-8451.

\*\*\*\*\*

List of documents and quantities included in this package:

(1)RPGVCKLST, (1)GOVLEASE, (1)ADATGLP2, (1)CUVER, (1)EXPTRKLT, (1)GOVACCEPT, (1)GOVAUTH, (1)GOVINS, (1)GOVOPCO, (1)LTR043, (1)PA0010STD, (1)PS0029

Comments:

**Information Return for Tax-Exempt Governmental Obligations**

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

<b>Part I Reporting Authority</b>			If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>City of Manchester Highway Dept</b>	2 Issuer's employer identification number			
3 Number and street (or P.O. box if mail is not delivered to street address) <b>227 Maple Street</b>	Room/suite	4 Report number <b>3</b>		
5 City, town, or post office, state, and ZIP code <b>Manchester, NH 03103</b>	6 Date of issue			
7 Name of issue	8 CUSIP number			
9 Name and title of officer or legal representative whom the IRS may call for more information	10 Telephone number of officer or legal representative ( )			

<b>Part II Type of Issue (check applicable box(es) and enter the issue price)</b> See instructions and attach schedule	
11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input checked="" type="checkbox"/> Other. Describe ▶	18 <b>\$224,690</b>
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>	

<b>Part III Description of Obligations.</b> Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$	\$	years	%

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>	
22 Proceeds used for accrued interest	22 <b>N/A</b>
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to currently refund prior issues	27
28 Proceeds used to advance refund prior issues	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

<b>Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)</b>	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	<b>N/A</b> years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called	
34 Enter the date(s) the refunded bonds were issued	

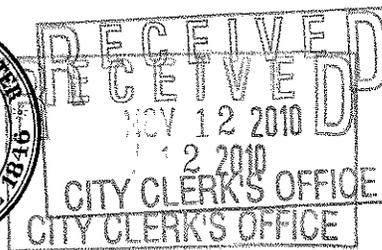
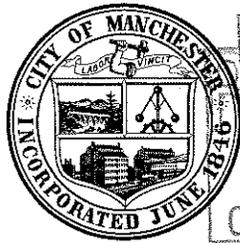
<b>Part VI Miscellaneous</b>	
35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a
b Enter the final maturity date of the guaranteed investment contract	37a
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer and the date of the issue	
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>	
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>	
40 If the issuer has identified a hedge, check box <input type="checkbox"/>	

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

**Sign Here**

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ Type or print name and title \_\_\_\_\_

*Chief of Police*  
David J. Mara  
*Assistant Chief*  
Gary T. Simmons



*Commission*  
Thomas J. Hammond  
Calvin T. Cramer  
Thomas D. Noonan  
Richard M. Bunker  
Jerome B. Duval

*Executive Secretary*  
Kim R. Demers

**CITY OF MANCHESTER**  
*Police Department*

November 9, 2010

Committee on Administration  
One City Hall Plaza  
Manchester, NH 03101

Re: Parking control officers

Dear Chairman Lopez,

The Manchester Police Department requests to be placed on the agenda with the Committee on Administration to discuss the position of Parking Control officer and relinquishing any and all employment status to the Parking Division.

You may recall when the Parking Division was created the Parking Control Officers were placed with the Parking Division on a temporary 1 year trial period. As a result they remained under the bargaining unit of the Manchester Police Patrolman's Association and the Police Department remained responsible for any employment issues such as discipline and personnel issues. That trial period has long come and gone and the transition has been relatively smooth.

Through a previous contract negotiation with the MPPA we did include the Parking Division Mgr. in the collective bargaining agreement as having authority along with the Chief or his designee over personnel issues however they remained governed by our Standard Operating Procedures and the MPPA contract. As a result we often included our supervisory staff in any matters that related to discipline.

The Police Department has limited contact with parking control officers and has some concerns that by remaining in their partial status as police department employees could create issues as it relates to our accreditation status. The police department would request the committee consider moving towards a full transition of these positions to the Parking Division. That transition however would also require a change in their bargaining unit status, in the form of different representation. We have briefly discussed this option with their current bargaining unit representatives as well as representatives from other bargaining units and feel this option is a viable one.

Sincerely,

David J. Mara  
Chief of Police

Ralph Miller Public Safety Center  
351 Chestnut Street • Manchester, New Hampshire 03101 • (603) 668-8711 • FAX: (603) 668-8941  
E-mail: [ManchesterPD@manchesternh.gov](mailto:ManchesterPD@manchesternh.gov) • Website: [www.manchesterpd.com](http://www.manchesterpd.com)

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



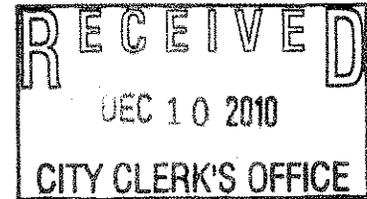
Timothy M. Soucy, MPH, REHS  
Public Health Director

Anna J. Thomas, MPH  
Deputy Public Health Director



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

CITY OF MANCHESTER  
Health Department



December 10, 2010

Honorable Mayor Ted Gatsas and Board of Aldermen  
C/o Matthew Normand, City Clerk  
One City Hall Plaza  
Manchester, New Hampshire 03101

RE: Revision to City of Manchester Code of Ordinances, Chapter 117 Food Service Establishments

Dear Board of Mayor and Aldermen,

The State of New Hampshire Department of Health and Human Services has proposed a rule change revising The New Hampshire Rules for the Sanitary Production and Distribution of Food, He-P 2300 (i.e. Food Code). This revision is inconsistent with the City of Manchester Code of Ordinances, Chapter 117: Food Service Establishments and once adopted will leave the City without an enforceable Sanitary Food Code.

After consultation with the City Solicitor's Office, I am requesting the definition of Sanitary Food Code in Chapter 117 be amended to read as follows:

**SANITARY FOOD CODE.** The New Hampshire Rules for the Sanitary Production and Distribution of Food, part He-P 2301, He-P2303 through He-P 2326, He-P 2329, and He-P 2331 as in effect on December 1, 2010. Copies of the Sanitary Food Code are available at the Office of the City Clerk and the Manchester Health Department.

This language change will allow the Health Department to continue to enforce the provisions of Chapter 117, protecting the public health of our residents and visitors who dine and purchase food within the City of Manchester. Thank you in advance for your attention to this matter.

Sincerely,

Timothy M. Soucy, MPH, REHS  
Public Health Director

# City of Manchester New Hampshire

*In the year Two Thousand and Ten*

## AN ORDINANCE

“Amending Chapter 117 Food Service Establishments of the Code of Ordinances of the City of Manchester by deleting the definition of Sanitary Food Code in its entirety and replacing it a new definition.”

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

- I. Amend the Code of Ordinances by deleting language stricken (-----) and inserting new language as bolded (**bold**). Sections of Chapter 117 not reflected remain unchanged.

### § 117.01 DEFINITIONS.

**SANITARY FOOD CODE.** ~~The New Hampshire Rules for the Sanitary Production and Distribution of Food, part He-P2301; He-P2303 through He-P2326; He-P2329 and He-P-2331.~~ **The New Hampshire Rules for the Sanitary Production and Distribution of Food, part He-P2301; He-P2303 through He-P2326; He-P2329 and He-P 2331 as in effect on December 1, 2010. Copies of the Sanitary Food Code are available at the Office of the City Clerk and the Manchester Health Department.**

- II. This Ordinance shall take effect upon its passage.



## CITY OF MANCHESTER

*Theodore L. Gatsas*

*Mayor*

November 16, 2010

Board of Aldermen  
c/o City Clerk  
One City Hall Plaza  
Manchester, NH 03101

**RE: Political Signs**

Dear Board of Aldermen,

I have received an initial estimate from Public Works Director Kevin Sheppard for the pick-up of campaign signs. This estimate is for the 6 day period following the election and does not include the expenses from the Primary Election or cleanup throughout the entire period.

I respectfully request that the Committee on Public Safety, Health & Traffic and review the current ordinances and enforcement options and make recommendations.

Regards,

Theodore L. Gatsas  
Mayor

cc: Matthew Normand, City Clerk

## Pick-Up – Campaign Signs

---

### Wednesday (11/3)

2 Men - 4 Hrs./ea. = 8Hrs. = \$162.00

### Thursday (11/4)

1 Man - @8 Hrs.

4Men - 4 Hrs/ea.. = 16Hrs. = \$455.52

### Friday (11/5)

4 Men - 8 Hrs./ea. = 32 Hrs. = \$615.60

### Monday (11/8)

1 Man - 1 Hr = \$ 19.65

### Tuesday (11/9)

1 Man - 1 Hr. = \$ 19.65

**Total = \$ 1,272.42**

**\*Note:** This is straight-time costs and does not include benefits or equipment costs.



## CITY OF MANCHESTER

*Theodore L. Gatsas*

*Mayor*

November 16, 2010

Board of Aldermen  
c/o City Clerk  
One City Hall Plaza  
Manchester, NH 03101

**RE: Bedbug Ordinance**

Dear Board of Aldermen,

I respectfully request that the Committee on Administration and Information Systems review the current bedbug ordinance and enforcement. I would also ask that this review take place in conjunction with Leon LaFreniere, Director of Planning and Building and Tim Soucy, Public Health Director.

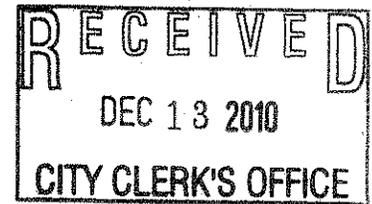
Thank you in advance for your attention to this matter.

Regards,

Theodore L. Gatsas  
Mayor

cc: Matthew Normand, City Clerk  
Leon LaFreniere, Director of Planning and Building  
Tim Soucy, Public Health Director

*Jennie Angell*  
Director, Information Services



**CITY OF MANCHESTER**  
*Information Systems Department*

December 13, 2010

Alderman Mike Lopez, Chairman  
Committee on Administration and Information Systems  
One City Hall Plaza  
Manchester, NH 03104

Dear Alderman Lopez;

Attached please find my Innoprise software update.

Sincerely,

Jennie Angell  
Director of Information Services

Innoprise Software Update  
December 13, 2010

- 1) Payment Schedule
  - a) Payments are made annually at the beginning of the fiscal year with the exception of this year which started on November 1, 2010 and was prorated for 8 months.
  - b) See the attached spreadsheet for payment amounts and dates.
    - i) At the end of five years, the City's maintenance, support and software upgrade costs are locked in at \$123,000 per year through 2021.
  - c) There is a \$20,000 per year holdback clause if there are delays to the implementation of the various modules do to no fault of the City.
- 2) Planning and Community Development
  - a) Current Permit Process has been documented
    - i) See the attached Permit Summary and Sample Electrical Permit flow chart
    - ii) Requirements Gathering Workshop is scheduled for December 14-15. See the attached agenda.
    - iii) Detailed Statement-Of-Work (SOW) for this phase is due by the end of December
      - (1) The Software Steering Committee will review the SOW.
      - (2) Once the SOW is approved, Innoprise will configure and test the system.
      - (3) The System will be turned over to the City for testing and adjustments.
      - (4) The City should go live on the new permitting during the second quarter.
  - b) Once the Statement-Of-Work is signed off for Building Permits and Innoprise is working on configuring the system, the City will finish putting together the details for the Neighborhood Enhancement Team and then after NET, Business Licensing will be finalized.
- 3) This process will be repeated for every phase of the system until all modules are up and running.
  - a) The total migration will take between 2 to 3 years
  - b) After all existing SunGard (HTE) modules are converted; we will evaluate migrating other non-HTE systems that are in the City. There will be no additional cost for software and there should be installation credits left for configuration and installation of these additional systems.
- 4) Water and EPD
  - a) Water and EPD put together a focus group to identify the issues and opportunities with going to a combined bill.
- 5) Financials
  - a) After the holidays we will start putting together focus groups within the City to review specific areas such as Chart-of-Account, Accounts Payable, Cash Receipts etc.

Innoprise Software and Maintenance Costs

9/7/2010

	Year 1*	Year 2	Year 3	Year 4	Year 5	Year 6**						
	11/1/2010 - 6/30/2100	7/1/2011 - 6/30/2012	7/1/2012- 6/30/2013	7/1/2013 - 6/30/2013	7/1/2014 - 6/30/2015	7/1/2015 - 6/30/2016	SubTotals	Year 7	Year 8	Year 9	Year 10	Year 11
<b>License Fees</b>												
Innoprise Financial Suite	\$36,000	\$54,000	\$54,000	\$54,000	\$54,000	\$18,000						
Innoprise CIS	\$15,333	\$23,000	\$23,000	\$23,000	\$23,000	\$7,667						
Innoprise Community Dev Suite	\$14,533	\$21,800	\$21,800	\$21,800	\$21,800	\$7,267						
Innoprise Fleet Mgt/Work Orders/ Facilities Mgt	\$8,400	\$12,600	\$12,600	\$12,600	\$12,600	\$4,200						
Innoprise Property Tax	\$7,734	\$11,600	\$11,600	\$11,600	\$11,600	\$3,866						
	\$82,000	\$123,000	\$123,000	\$123,000	\$123,000	\$41,000	\$615,000					
<b>Support Services Fees</b>												
Innoprise Financial Suite	\$25,200	\$37,800	\$39,690	\$41,672	\$43,740	\$50,935						
Innoprise CIS	\$10,200	\$15,300	\$16,065	\$16,866	\$17,706	\$21,695						
Innoprise Community Dev Suite	\$9,800	\$14,700	\$15,435	\$16,206	\$17,016	\$20,563						
Innoprise Fleet Mgt/Work Orders/ Facilities Mgt	\$5,840	\$8,760	\$9,198	\$9,654	\$10,134	\$11,885						
Innoprise Property Tax	\$4,960	\$7,440	\$7,812	\$8,202	\$8,604	\$10,942						
	\$56,000	\$84,000	\$88,200	\$92,600	\$97,200	\$116,020	\$534,020	\$123,000	\$123,000	\$123,000	\$123,000	\$123,000
							<u>\$1,149,020</u>					\$615,000

\*Year 1 is prorated for 8 months

\*\*Year 6 has the prorated balance from year 1 for Licenses

Permit Summary

Source material    Flow chart    Chart reviewed    Corrections made    Chart approved

Fire Flow Charts	Source material	Flow chart	Chart reviewed	Corrections made	Chart approved
Fire Alarm	X	X	X	X	X
Fire Suppression	X	not required*	X	X	X
Certificate of Occupancy	X	not required*	X	X	X
Hot Works	X	not required*	X	X	X
Blasting	X	not required*	X	X	X
Pyrotechnic Special Effects	X	not required*	X	X	X
Non-permis. Fireworks	X	not required*	X	X	X
Permis. Cl. C Fireworks	X	not required*	X	X	X
POA (new owner)	X	not required*	X	X	X
POA (annual renew)	X	not required*	X	X	X
POA (special events)	X	not required*	X	X	X
Foster care provider	X	not required*	X	X	X
Day care provider	X	not required*			
24 hr care provider	X	not required*			
Request for records	X	not required*			
Events req. sign off/detail	X	not required*			

\* Indicates non required because the supplied source material adequately displays the flow process.

\* All such permits follow a linear path.

Highway Flow Charts

Pothole report	X	not required**	not required	not required	not required
Report Traffic Signal	X	not required**	not required	not required	not required
Report Traffic Sign	X	not required**	not required	not required	not required
Report Graffiti	X	not required**	not required	not required	not required
Excavation Permit	X	X			
Encumbrance Permit	X	X			
Sewer Permit (new or repair)	X	X			

\*\* indicates non required because they are "complaints" entered into a work order system.

PCD Flow Charts

Building Permit Module

Overall BP Process	X	X			
Commercial BP	X	X	X	X	X
Residential BP	X	X	X	X	X
Sub-trades Permit (Electrical)	X	X			
Sub-trades Permit (HVAC)	X	X			
Sub-trades Permit (Plumbing)	X	X			
PCD Inspections (Comm/Res)	X	X	X	X	X
Certificate of Occupancy	X	X	X	X	X
Bazaar Permit	X	X			
Yard Sale Permit	X	X	X	X	X

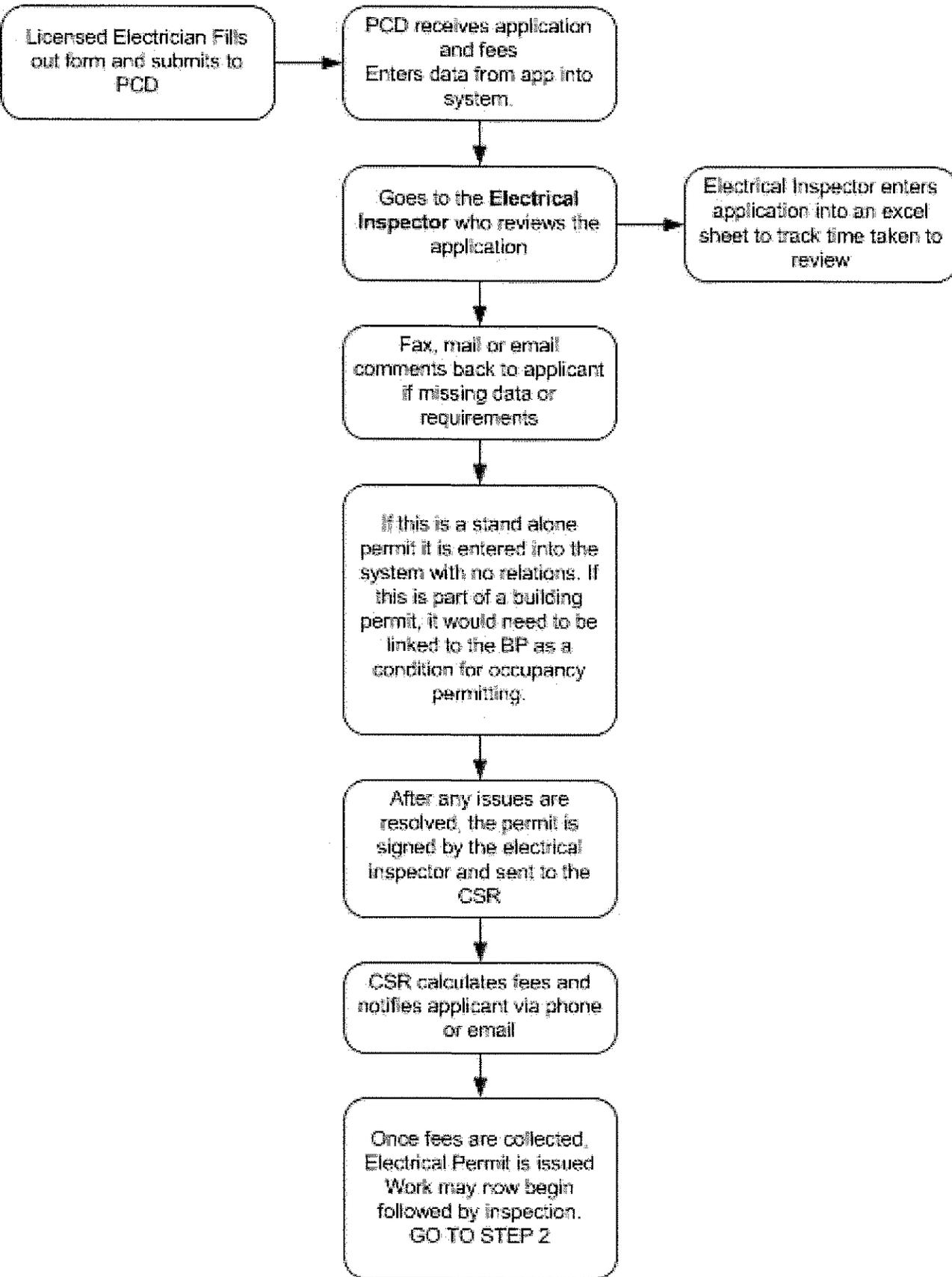
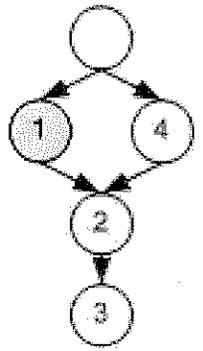
Code Enforcement Module

Code Enforcement (overall)	X	X	X	X	
C.E. Cert. of Compliance	X	X	X	X	
C.E. Transfer of Ownership	X	X	X	X	
C.E. Application for xFer permit	X	X	X	X	
C.E. Transfer Permit	X	X	X	X	
C.E. Vacant and Secured	X	X	X	X	
C.E. Vacant to Occupied	X	X	X	X	
C.E. Zoning Complaint	X	X	X	X	

Planning and Zoning Module

Variance	X	X	X	X	
Appeal of the Admin Officer	X	X	X	X	
Equitable Waiver	X	X	X	X	
Special Exception	X	X	X	X	
Subsequent Application	X	X	X	X	
Request for Re-Hearing	X	X	X	X	
Notice of Merger	X	X	X	X	
Conditional Use Permit	X	X	X	X	
Subdivisions etc.	X	X	X	X	

# Sub-Trades Permit (Electrical)



## **Agenda**

### **ComDev Workshop/Requirements Gathering**

#### **December 14<sup>th</sup> 8:00a to 12:00p**

- Planning & Zoning Functional Review (2 hours)
  - Project Entry
  - Inspections
  - Reviews
  - Workflow Steps
  - Attributes
  - Committees
  
- Breakout Session – Planning & Zoning Process & Flow (2 hours)
  - Identify All Current Uses
  - Document Work Process for each instance
  - Reporting

\*Lunch 12:00p – 1:00p\*

#### **December 14<sup>th</sup> 1:00p to 5:00p**

- Permitting Functional Review (2 hours)
  - Permit Entry
  - Inspections
  - Contractors
  - Workflow
  - Reviews
  - Attributes
  
- Breakout Session – Permitting Process & Flow (2 hours)
  - Identify All Current Uses
  - Document Work Process for each instance
  - Reporting

## Agenda

### ComDev Workshop/Requirements Gathering

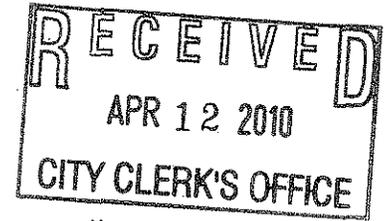
#### **December 15<sup>th</sup> 8:00a to 12:00p**

- Code Enforcement Functional Review (2 hours)
  - Case Entry
  - Violations
  - Inspections
  - Mail Merge
  - Attributes
  - Committees
  
- Breakout Session – Code Enforcement Process & Flow (2 hours)
  - Identify All Current Uses
  - Document Work Process for each instance
  - Reporting

\*Lunch 12:00p – 1:00p\*

#### **December 15<sup>th</sup> 1:00p to 2:30p**

- Workshop wrap-up and Next Steps (1.5 hours)



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.

*Alicia Hackett - Testimony #12  
Committee on Administration  
August 30, 2010*

**Mara, David**

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**From:** Hopkins, Jonathan

**Sent:** Tuesday, April 20, 2010 12:14 PM

**To:** Mara, David

Chief,

Sub It Up program in my opinion has been successful. We are the first police department to sign onto the system and have been the test market for the program. As with any new product there have been several small items that have needed to be tweaked to make the program do what we want it to do. The system continues to evolve and I do not believe it has reached its total potential.

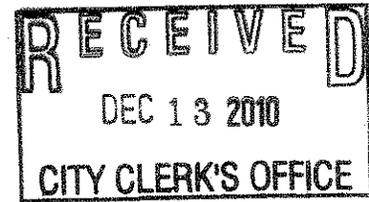
We currently use the program to process all swaps and other time off request in the patrol division. We also use it to schedule all shifts for four month periods. The rosters are updated automatically as the time off is approved in the system. It is hard to tell if the system has saved us money and I do not believe it has at this point. What it has done however, is made time off request manageable by providing a clear record of the request. It provides us with information as to when request were made, who made them and how many swap are being done per month. This has made it easier for the OIC's to manage their shifts and manpower.

In my opinion the Sub It Up system is a good product and we should continue to use and evaluate it.

Capt. Hopkins

8/30/2010

*Jennie Angell*  
Director, Information Services



**CITY OF MANCHESTER**  
*Information Systems Department*

December 10, 2010

Alderman Mike Lopez, Chairman  
Committee on Administration and Information Systems  
One City Hall Plaza  
Manchester, NH 03104

Dear Alderman Lopez,

The Manchester Board of School Committee approved the contracted services agreement for Information Systems to provide website support for the balance of the 2011 budget year. We are working out the operational details with the School District and will be invoicing them.

If you have any questions, I should be present at the next committee meeting.

Sincerely,

Jennie Angell  
Director of Information Services

*Jennie Angell*  
*Director, Information Services*



## **CITY OF MANCHESTER**

### *Information Systems Department*

FISCAL YEAR 2010 AGREEMENT  
November 23, 2010 – June 30, 2011

Agreement made between the City of Manchester Information Systems Department, 100 Merrimack Street, Manchester, NH 03101 a municipal corporation of the State of New Hampshire, herein referred to as "Information Systems Department" and Manchester School Administrative Unit #37, 195 McGregor Street, Manchester, NH 03102 herein referred to as "School District".

For the consideration set forth herein, the parties agree as follows:

1. The Information Systems Department hosts and manages the School's website This management includes:
  - a. Website hosting (including system upgrades, power backup, failover and recovery)
  - b. Setting up and removing security access for content developers
  - c. Train the trainer type of user support
  - d. Banner graphic changes
  - e. Creation of new pages on existing sites
  - f. Applying the updates to the Policies and Procedures manual
  - g. Misc support such as large file uploads, picture resizing etc.
  - h. Usage reporting for specific pages (excluding policies and procedures)
  - i. General assistance and recommendations on best practices
2. School will
  - a. Provide a designated liaison to Information Systems. The liaison will be trained to provide first level support to the content developers. This support includes
    - i. Training the school content developers
    - ii. Linking, formatting and updating pages
    - iii. Saving updates and page version management
    - iv. Disseminating school district policies and standards for the website
    - v. Reviewing all support requests internally to insure they are compliant with school policies..
    - vi. Forwarding approved requests to Information Systems
3. Additional Services
  - a. The following services are not covered under this agreement and will be charged at \$68 per hour. An estimate of additional costs will be provided to the School

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

District and work on the request will begin once written approval from the School Finance office is received.

- i. New site development – Examples:
  1. Addition of MST web site
  2. Addition of new programs not already on the site like deaf and hard of hearing.
  3. Any grouping of interrelated pages above and beyond normal 1-3 page additions associated with existing pages.
- ii. New Interfaces to external systems
- iii. Database or site management outside normal operational routines – Examples:
  1. Custom reports that will not be used by any other City department
  2. Custom module (tool) installation that will not be used by any other City department
  3. Moving the district site to an alternate location (outside of Information Systems control)
  4. Exporting data to another system
- iv. Provide direct assistance to end users (web content developers, their business partners, and the public)

The School District shall reimburse the Information Systems Department upon receipt of a verified claim for the Amount Due. Total FY11 chargeback is \$7,671. This chargeback is prorated for 7 months and 7 days (November 23<sup>rd</sup> – June 30). The School District can elect to pay on a month to month basis with a 30 day notice requirement of either party to cancel. The monthly charge would be \$300 for November and \$1,053 for each month from December 2010 through June 2011.

This agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulation, or other cause beyond the control of either party.

This agreement shall be binding on the assigns and successors of the parties.

City of Manchester

Manchester School District

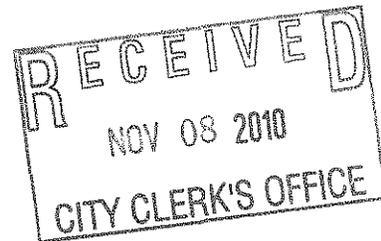
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Jennie Angell  
Director of Information Services

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Thomas J. Brennan, Jr.  
Superintendent of Schools

*Jennie Angell*  
Director, Information Services



**CITY OF MANCHESTER**  
*Information Systems Department*

November 8, 2010

Alderman Mike Lopez, Chairman  
Committee on Administration and  
Information Systems  
One City Hall Plaza  
Manchester, NH 03101

Dear Alderman Lopez;

I am attaching a letter sent to me by John Rist, Principal of Central High School. Mr. Rist would like to add pages to the Central's new website. Pages must be created by our Web Administrator and then Central High School can put whatever content on them that they want. I was instructed by Mayor Gatsas to not provide support to the new website until the School District agrees to pay for this support. I have attached a copy of the proposed support agreement that Information Systems submitted to the School District. The School District rejected the proposal and asked if the City could provide the support free of charge.

Websites are an always changing medium and especially since the school site is brand new, there are many adjustments and additions that will need to be done if the website is going to become an effective communication tool for students and parents.

Since the site has already been built, the amount of time that would be required to support school, with the exception of new features, would be 4 to 6 hours per week. If Information Systems was instructed to provide this support, we would work the support into our current operations with existing staff. The web administrator position is salaried.

I will be available at the committee meeting if you have any questions.

Sincerely,

Director of Information Services

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



## Manchester High School Central

John R. Rist  
*Principal*

William A. Collins  
Ronald O. Mailhot  
Joseph D. O'Neil  
Forrest Ransdell  
*Assistant Principals*

Date: October 20, 2010  
To: Jennie Angell, Director IT  
From: John R. Rist, Principal  
Re: Central High School Web site

Recently, the web site format and management was changed. The 'old' sites were discontinued and new uniform sites put in their place. The supervision of the site was moved from SAU IT to City IT.

This has created issues in the construction and revision of the site. With the dispute between SAU and City ongoing, we are currently not able to add pages to the site.

I have received numerous negative comments from parents that were familiar with the previous site or are seeking information from the current site.

We are in need of adding 'pages' to the web site, which we are not able to do. These pages are part of the web site and would provide information on a variety of programs, clubs, organizations and teams that operate as part of Central High School. These 'pages' are hosted by the MANSD site and are not links - which can now be added.

Let's move forward on this now so we can better inform our public, parents and students of the numerous opportunities available at Central High School.

A handwritten signature in black ink, appearing to read 'John R. Rist', with a long horizontal line extending from the bottom of the signature.

207 Lowell Street, Manchester, New Hampshire 03104  
Tel: 603.624.6363 • Fax: 603.624.6376

*Jennie Angell*  
*Director, Information Services*



## **CITY OF MANCHESTER**

### *Information Systems Department*

FISCAL YEAR 2010 AGREEMENT  
October 1, 2010 – June 30, 2011

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For the consideration set forth herein, the parties agree as follows:

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  4. Exporting data to another system
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The School District shall reimburse the Information Systems Department upon receipt of a verified claim for the Amount Due. Total FY11 chargeback is \$9,471. This chargeback is prorated for 9 months (October – June). The School District can elect to pay on a month to month basis with a 30 day notice requirement of either party to cancel. The monthly charge would be \$1,053.

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This agreement shall be binding on the assigns and successors of the parties.

City of Manchester

Manchester School District

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Jennie Angell  
Director of Information Services

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Thomas J. Brennan, Jr.  
Superintendent of Schools