

AGENDA

BOARD OF MAYOR AND ALDERMEN

February 16, 2016
Mayor and all Aldermen

7:30 p.m.
Aldermanic Chambers
City Hall (3rd Floor)

1. Mayor Gatsas calls the meeting to order.
2. The Clerk calls the roll.
3. Recognition of the Manchester Youth Advisory Council.

CONSENT AGENDA (ITEMS 4-23)

4. Mayor Gatsas advises if you desire to remove any of the following items from the Consent Agenda, please so indicate. If none of the items are to be removed, one motion only will be taken at the conclusion of the presentation.

Approve under supervision of the Department of Highways

5. Pole Petitions:

11-1513 (1) Londonderry Turnpike
11-1517 (1) Green Drive
12-0515 (2) Granite Street

Information to be Received and Filed

6. Minutes from the December 29, 2015, MTA Commission meeting, the December 2015 Financial reports and the December 2015 Ridership reports submitted by Michael Whitten, MTA Executive Director.

7. City of Manchester's Petition to Intervene in the application for a Certificate of Site and Facility by Northern Pass Transmission, LLC and Eversource Energy.

REFERRALS TO COMMITTEES

COMMITTEE ON FINANCE

8. Resolutions:

“Amending the FY 2010 Community Improvement Program authorizing and appropriating funds in the amount of One Million Twenty One Thousand Seven Hundred Five Dollars (\$1,021,705) for the FY 2010 CIP 310410 School/Municipal Facilities Energy Efficiency Project.”

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Eight Thousand Three Hundred Ninety Eight Dollars (\$38,398) for the FY 2016 CIP 410616 DWI Patrol Program.”

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Five Thousand Dollars (\$25,000) for the FY 2016 CIP 411516 Video Monitoring Equipment Upgrade.”

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Three Thousand Five Hundred Dollars (\$203,500) for the FY 2016 CIP 611616 2015 Lead Hazard Reduction Demonstration Grant Program.”

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Thousand Dollars (\$40,000) for the FY2016 CIP 810816 Impact Fee Study.”

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Thousand Dollars (\$20,000) for the FY2016 CIP 810916 Impediments to Fair Housing Plan.”

REPORTS OF COMMITTEES

COMMITTEE ON COMMUNITY IMPROVEMENT

9. Recommending that the summary of abatement requests submitted by Fred McNeill, Chief Engineer, be approved.
(Unanimous vote with the exception of Alderman Shaw who was late)

10. Recommending that \$10,000 be taken out of the Parks Enterprise Fund to pay for drawings/plans for the locker room improvements at JFK Coliseum.
(Unanimous vote)

11. Recommending that the petition to discontinue a portion of Bedford Street be referred to a road hearing to be scheduled at a later date by the City Clerk.
(Unanimous vote)

12. Recommending that the request to change CIP 810115 CAD Upgrade to reflect the itemized overtime costs be approved.
(Unanimous vote)

13. Recommending that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$25,000 for CIP 411516 Video Monitoring Equipment Upgrade be approved.
(Unanimous vote)

14. Recommending that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$1,021,705 for CIP 310410 School/Municipal Facilities Energy Efficiency Project be approved.
(Unanimous vote)

15. Recommending that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$203,500 for CIP 611616 2015 Lead Hazard Reduction Demonstration Grant Program be approved.
(Unanimous vote)

16. Recommending that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$38,398 for CIP 410616 DWI Patrol Program be approved.
(Unanimous vote)

17. Recommending that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$40,000 for CIP 810816 Impact Fee Study be approved.
(Unanimous vote)

18. Recommending that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$20,000 for CIP 810916 Impediments to Fair Housing Plan be approved.
(Unanimous vote)

COMMITTEE ON HUMAN RESOURCES/INSURANCE

19. Recommending that the recommendation from the Human Resources Director that one legal assistant II, grade 14 position in the City Solicitor's Office be replaced with a legal assistant I, grade 12 position be approved.
(Unanimous vote with the exception of Alderman Katsiantonis who was absent)

COMMITTEE ON PUBLIC SAFETY, HEALTH AND TRAFFIC

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

NO PARKING ANYTIME

On Huntress Street from Prince Street to Summerside Avenue, both sides
Alderman Barry

COMMERCIAL MOTOR VEHICLE TRAFFIC PROHIBITED

On Bow Street from Brown Avenue to Crescent Road
Alderman Shaw

15 MINUTE PARKING

On Wilson Street, east side, from a point 65 feet north of Silver Street to a point 36 feet north

Alderman Shea

STOP SIGNS - 4-WAY

On Carpenter Street at North Adams Street - NEC, SWC

Aldermen Craig/Cavanaugh

(Unanimous vote with the exception of Alderman Barry who was absent and Alderman O'Neil who was opposed to the 4-way stop signs)

21. Recommending that the amendment to ordinance 70.77 Violation Notice be approved.
(Unanimous vote with the exception of Alderman Barry who was absent)

22. Recommending that the request from the American Cancer Society to use the Arms parking lot on Sunday, October 23, 2016 from 7:30 a.m. until 4:30 p.m. for their annual "Making Strides Against Breast Cancer" event be approved.
(Unanimous vote with the exception of Alderman Barry who was absent)

23. Recommending that the request from Millennium Running to use a portion of the Arms parking lot as home base for their Trick or Trot 3K road race scheduled for Sunday, October 30, 2016 be approved.
(Unanimous vote with the exception of Alderman Barry who was absent)

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

REGULAR BUSINESS

24. Nomination(s) to be presented by Mayor Gatsas, if available.

25. Confirmation(s) to be presented by Mayor Gatsas:
Arts Commission
Daniel Berube to fulfill a vacancy as an alternate member, term to expire
December 1, 2018
Office of Youth Services Advisory Board
Manny Content to succeed Nicole Lora as a member, term to expire
January 1, 2017.
Ladies and Gentlemen, what is your pleasure?
26. Legislative Update, if available.
27. Update from the Fire Department on the citywide radio replacement project.
28. Master Services Agreements with Secova and the City of Manchester and
Manchester School District for certain dependent eligibility verification services.
Ladies and Gentlemen, what is your pleasure?
29. Budget projections to be submitted by William Sanders, Finance Officer,
if available.
30. A motion is in order to recess the meeting to allow the Committee on Finance to
meet.
31. Mayor Gatsas calls the meeting back to order.
32. Report(s) of the Committee on Finance, if available.
Ladies and Gentlemen, what is your pleasure?
33. Report(s) of the Committee on Accounts, Enrollment & Revenue Administration,
if available.
Ladies and Gentlemen, what is your pleasure?

34. Report(s) of the Committee on Administration/Information Systems, if available.
Ladies and Gentlemen, what is your pleasure?

35. Report(s) of the Committee on Lands and Buildings, if available.
Ladies and Gentlemen, what is your pleasure?

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

“Amending the FY 2010 Community Improvement Program authorizing and appropriating funds in the amount of One Million Twenty One Thousand Seven Hundred Five Dollars (\$1,021,705) for the FY 2010 CIP 310410 School/Municipal Facilities Energy Efficiency Project.”

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Eight Thousand Three Hundred Ninety Eight Dollars (\$38,398) for the FY 2016 CIP 410616 DWI Patrol Program.”

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Five Thousand Dollars (\$25,000) for the FY 2016 CIP 411516 Video Monitoring Equipment Upgrade.”

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“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Thousand Dollars (\$40,000) for the FY2016 CIP 810816 Impact Fee Study.”

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Thousand Dollars (\$20,000) for the FY2016 CIP 810916 Impediments to Fair Housing Plan.”

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

- 37. A motion is in order to recess the meeting to discuss strategy or negotiations with respect to collective bargaining pursuant to the provisions of RSA 91-A:2 I(a).**

NEW BUSINESS

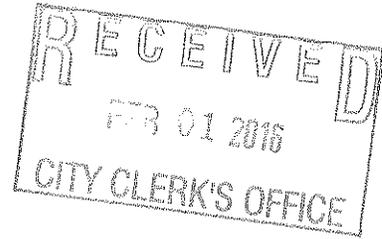
TABLED ITEMS

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

- 38.** Communication from the City Solicitor related to the citizen complaint of alleged charter violations dated September 8, 2015.
(Note: Tabled 12/15/15)

ADJOURNMENT

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



January 29, 2016

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

Dear City Clerk,

Enclosed please find three copies of State approved PSNH Petition and Pole License number 11-1513.

Please record and sign all copies of the Petition and Pole License .

Retain the Petition and Pole License copy labeled "**Manchester**" and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed stamped envelope.

Please contact me by telephone or e-mail with any questions you may have.

Thank you.

Lisa-Marie Pinkes

Lisa-Marie Pinkes
Customer Operations Support - Licensing
Public Service Company of New Hampshire, dba Eversource Energy
PO Box 330
Manchester, NH 03105-9989
Tel. 603-634-2218
E-mail: lisa-marie.pinkes@nu.com

Enclosure(s)

PSNH #: 11-1513
Manchester

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

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

POLE LOCATION PLAN

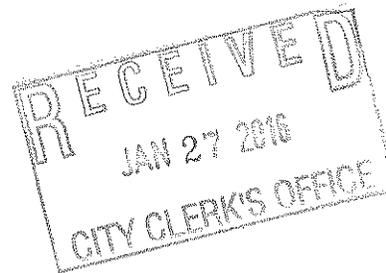
EVERSOURCE and

Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE

DATE 12/07/2015
 MUNICIPALITY: Manchester
 STREET / ROAD: Londonderry Turnpike
 PSNH OFFICE: Hooksett
 PSNH ENGINEER: Marc Gagnon
 TELCO ENGINEER: Roberto Diaz

LICENSE NO. 11-1513
 STATE HWY. DIV. NO. 5
 STATE LICENSE NO. LICENSE No. 5, 4283
 WORK REQUEST# 2482834
 WORK FINANCIAL # 9Y520136
 TELCO PROJECT # 289319

Pole Numbers		Pole Sz-CI	Eq BH	INSTALL POLE PB	REMOVE	REF	100% LTS	J/O	100% TEL	Span	DIST FROM EOP	Remarks	DOC REQ
LTS	TEL												
Route 101 EAST													
<u>29</u> 7-1		50-3	full LTS							18'		Install Jt anchor by LTS 10' lead	H
<u>29</u> 7	<u>624</u> 9	60-3								146'	10'	Reference only	H
				51'		Lat 43.00638 Long 71.39494							
				39'		12'							
				146		Lat 43.00630 Long 71.39445							
				101 E Off Ramp		On Ramp 101 E							
				APPEARS PUSH BRACE ON PRIV. PROPERTY									
<u>29</u> 6XPB		45-2								96'		Install Jt Push Brace by LTS	H
<u>29</u> 6X		45-2								12'		Install Jt pole by LTS behind vertical curb	H
				NOT APPROVED									
				OK									
<u>29</u> 6	<u>624</u> 8	40-3								11'		Reference Only	H
				Lakeside Drive		Londonderry Turnpike							
<p>NH DOT SURVEY 12-8-15</p> <p>Not To Scale</p> <p>Legend: - - - - - Poles Not Req. - - - - - Poles Not Lis. - - - - - Poles Requested</p>													



January 25, 2016

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

Dear City Clerk,

Public Service Company of New Hampshire, dba Eversource Energy is hereby requesting permission to install/replace pole(s) located in City of Manchester, New Hampshire.

Enclosed for your review find two copies of PSNH Petition and Pole License number 12-0515 for City of Manchester review.

Upon approval, please have each copy of the Petition and Pole License signed by the proper authority.

Retain the Petition and Pole License copy labeled "**Manchester**" and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed envelope.

If the Petition and Pole License is not approved, please return all copies to PSNH with an explanation.

Please contact me by telephone or e-mail with any questions you may have.

Thank you.

Lisa-Marie Pinkes

Lisa-Marie Pinkes
Customer Operations Support - Licensing
Public Service Company of New Hampshire, dba Eversource Energy
PO Box 330
Manchester, NH 03105-9989
Tel. 603-634-2218
E-Mail: lisa-marie.pinkes@nu.com

Enclosure(s)

POLE LOCATION LICENSE

POLE LOCATION
FORM NO.2

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

ORDERED

That **Public Service Company of New Hampshire, dba Eversource Energy** be and hereby is granted a license to install and maintain underground conduits, cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary in the public way, or ways, hereinafter referred to as requested in the petition of said Companies dated the 25th day of January, 2016.

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

The maximum and minimum length of said poles shall be 60 feet and 25 feet; height of structure 52 feet and 20 feet. The approximate locations of poles and structures, including where applicable the approximate distance thereof from the edge of the traveled roadway, or of the side-walk, and of underground conduits and cables are designated or defined as shown upon a plan marked "**POLE LOCATION PLAN - EVERSOURCE**" No. 12-0515, dated 1/25/2016 attached to and made a part of this order. All of said wires and cables except such as are vertically attached to poles and structures shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

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

This license is granted as to the following public ways or parts of ways in Manchester, New Hampshire.
License two (2) pole(s), 47/4, 47/5 located on Granite Street in the City of Manchester.

Granted By Vote of Board of Mayor and Aldermen, subject to approval of Public Works Director or his designee, at meeting of said Board held _____

Approved
Dept. of Highways
BY: _____

ATTEST -----
Matthew Normand, City Clerk

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

ATTEST -----
Matthew Normand, City Clerk

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

1. Excavations, obstructions or encumbrances shall at all times be properly guarded, barricaded or fenced during the whole time the highway is excavated, obstructed or encumbered, and lights shall be maintained throughout the night so that all excavations, obstructions and encumbrances may be readily seen.
2. Poles and conduits set in the City's right of way are subject to all lawful applicable permits issued by the City relative to use of or activities within the right of way.
3. The Licensee hereby agrees to indemnify and save harmless the City of Manchester, NH, for all claims for damages or injury whatsoever that may arise from the excavation, obstruction, encumbrance or occupation of said highway, and the Licensee shall be accountable for all damage that may occur on account of said excavation, obstruction, encumbrance or occupation of the aforesaid highway made or created in violation of the terms of this License; the City of Manchester in no case assuming any responsibility or liability by reason of the issuing of this grant.
4. Shade trees shall neither be cut down, cut, trimmed or otherwise injured by the Licensee, unless special permission shall have been granted by the abutting owner or owners, or the city.
5. The Licensee shall neither grant permission to place signs, or advertisements, (excepting only City street signs) nor permit the same to be attached to or displayed on or upon any pole or poles within the City of Manchester, and said grantee shall remove or cause to be removed all such signs or advertisements which may be so placed by any corporation, firm, person or persons.
6. The Licensee shall paint all poles within the City of Manchester, unless such poles are of the treated type or it is otherwise specified by the City, the standard color to be dark green.
7. The highway shall be left in as good condition and repair upon the completion of the work necessitated by this grant as existed previously, and the Department of Highways may restore the highway to as good condition and repair, or cause the same to be restored under its direction, and the grantee shall reimburse the City for any and all liability and expenses occasioned by reason of such work.
8. All poles shall be of wood or other suitable material, and the wires shall be run along and across the highway between the points named herein, and shall be maintained at least 18 feet above the surface of the ground.
9. The Licensee shall pay all properly assessed real and personal property taxes, including real and personal property taxes on structures or improvements added by the Licensee, no later than the due date. Failure of the licensee to pay the duly assessed personal and real estate taxes when due shall be cause for the City to terminate said license.
10. The City reserves the right to modify this license, and the conditions associated with it, in accordance and in compliance with the law applicable to changes to pole licenses under NHRSA 231:163.

POLE LOCATION PLAN

EVERSOURCE

DATE 01/25/2016

MUNICIPALITY: Manchester

STREET / ROAD: Granite Street

PSNH OFFICE: Bedford

PSNH ENGINEER: Alan Leborgne

TELCO ENGINEER: _____

LICENSE NO. 12-0515

STATE HWY. DIV. NO. 5

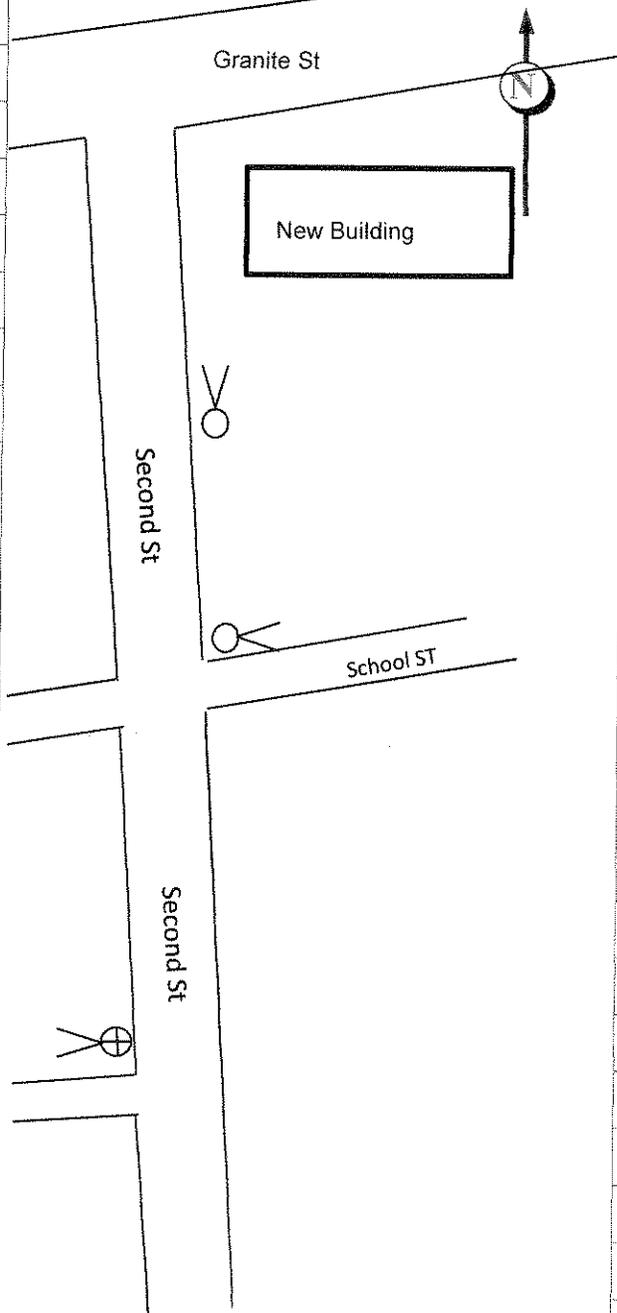
STATE LICENSE NO. _____

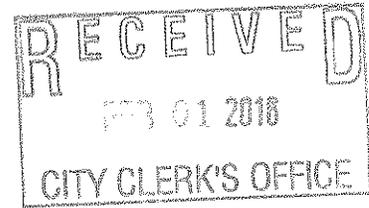
WORK REQUEST# 2565726

WORK FINANCIAL # 9Z521006

TELCO PROJECT # _____

Pole Numbers		Pole Sz-CI	Eq BH	INSTALL		REMOVE		REF	100% LTS	J/O	100% TEL	Span	DIST. FROM	Remarks	DOC REQ
LTS	TEL			POLE	PB										
47 4	42.98379 071.47161	45'-2	F	○	○			⊕	∧	⋈	↓	1'	side walk	Install 45'-2 pole and anchor 100% E.S	M
47 5	42.98353 071.47142	45'-2	F					⊕	∧	⋈	↓	120'	47 4	Install 45'-2 pole and anchor 100% E.S	M
47 6								⊕	∧	⋈	↓	160'	47 5	Ref Pole	M





January 29, 2016

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

Dear City Clerk,

Public Service Company of New Hampshire, dba Eversource Energy is hereby requesting permission to install/replace pole(s) located in City of Manchester, New Hampshire.

Enclosed for your review find two copies of PSNH Petition and Pole License number 11-1517 for City of Manchester review.

Upon approval, please have each copy of the Petition and Pole License signed by the proper authority.

Retain the Petition and Pole License copy labeled "**Manchester**" and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed envelope.

If the Petition and Pole License is not approved, please return all copies to PSNH with an explanation.

Please contact me by telephone or e-mail with any questions you may have.

Thank you.

Lisa-Marie Pinkes

Lisa-Marie Pinkes
Customer Operations Support - Licensing
Public Service Company of New Hampshire, dba Eversource Energy
PO Box 330
Manchester, NH 03105-9989
Tel. 603-634-2218
E-Mail: lisa-marie.pinkes@nu.com

Enclosure(s)

POLE LOCATION LICENSE

POLE LOCATION
FORM NO.2

In the Board of Mayor and Aldermen of the City of Manchester, New Hampshire,

on _____. It appearing that the public good requires it, it is hereby

ORDERED

That **Public Service Company of New Hampshire, dba Eversource Energy** be and hereby is granted a license to install and maintain underground conduits, cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary in the public way, or ways, hereinafter referred to as requested in the petition of said Companies dated the 29th day of January, 2016.

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

The maximum and minimum length of said poles shall be 60 feet and 25 feet; height of structure 52 feet and 20 feet. The approximate locations of poles and structures, including where applicable the approximate distance thereof from the edge of the traveled roadway, or of the side-walk, and of underground conduits and cables are designated or defined as shown upon a plan marked "**POLE LOCATION PLAN - EVERSOURCE**" No. 11-1517, dated 1/29/2016 attached to and made a part of this order. All of said wires and cables except such as are vertically attached to poles and structures shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

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

This license is granted as to the following public ways or parts of ways in Manchester, New Hampshire.
License one (1) pole(s), 44/14-1 located on Green Drive in the City of Manchester.

Granted By Vote of Board of Mayor and Aldermen, subject to approval of Public Works Director or his designee, at meeting of said Board held _____

Approved
Dept. of Highways

BY: _____

ATTEST -----
Matthew Normand, City Clerk

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

ATTEST -----
Matthew Normand, City Clerk

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

1. Excavations, obstructions or encumbrances shall at all times be properly guarded, barricaded or fenced during the whole time the highway is excavated, obstructed or encumbered, and lights shall be maintained throughout the night so that all excavations, obstructions and encumbrances may be readily seen.
2. Poles and conduits set in the City's right of way are subject to all lawful applicable permits issued by the City relative to use of or activities within the right of way.
3. The Licensee hereby agrees to indemnify and save harmless the City of Manchester, NH, for all claims for damages or injury whatsoever that may arise from the excavation, obstruction, encumbrance or occupation of said highway, and the Licensee shall be accountable for all damage that may occur on account of said excavation, obstruction, encumbrance or occupation of the aforesaid highway made or created in violation of the terms of this License; the City of Manchester in no case assuming any responsibility or liability by reason of the issuing of this grant.
4. Shade trees shall neither be cut down, cut, trimmed or otherwise injured by the Licensee, unless special permission shall have been granted by the abutting owner or owners, or the city.
5. The Licensee shall neither grant permission to place signs, or advertisements, (excepting only City street signs) nor permit the same to be attached to or displayed on or upon any pole or poles within the City of Manchester, and said grantee shall remove or cause to be removed all such signs or advertisements which may be so placed by any corporation, firm, person or persons.
6. The Licensee shall paint all poles within the City of Manchester, unless such poles are of the treated type or it is otherwise specified by the City, the standard color to be dark green.
7. The highway shall be left in as good condition and repair upon the completion of the work necessitated by this grant as existed previously, and the Department of Highways may restore the highway to as good condition and repair, or cause the same to be restored under its direction, and the grantee shall reimburse the City for any and all liability and expenses occasioned by reason of such work.
8. All poles shall be of wood or other suitable material, and the wires shall be run along and across the highway between the points named herein, and shall be maintained at least 18 feet above the surface of the ground.
9. The Licensee shall pay all properly assessed real and personal property taxes, including real and personal property taxes on structures or improvements added by the Licensee, no later than the due date. Failure of the licensee to pay the duly assessed personal and real estate taxes when due shall be cause for the City to terminate said license.
10. The City reserves the right to modify this license, and the conditions associated with it, in accordance and in compliance with the law applicable to changes to pole licenses under NHRSA 231:163.

POLE LOCATION PLAN

EVERSOURCE

DATE	01/29/2016	LICENSE NO.	11-1517
MUNICIPALITY:	Manchester	STATE HWY. DIV. NO.	5
STREET / ROAD:	Green Drive	STATE LICENSE NO.	
PSNH OFFICE:	Hooksett	WORK REQUEST#	2492210
PSNH ENGINEER:	Bill Couture	WORK FINANCIAL #	9Y520212
TELCO ENGINEER:		TELCO PROJECT #	

Pole Numbers		Pole Sz-CI	Eq BH	INSTALL POLE PB	REMOVE	REF	100% LTS	J/O	100% TEL	Span	DIST. FROM	Remarks	DOC REQ
LTS	TEL												
44 14		40											
44 14-1	N/A	35	full							55		new service pole	m
44 15												refd pole	

URD service to lot lights

Frudenburg

Ammon Dr

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



MICHELLE LAUDER, CHAIR
ALAN P. GOODE, VICE CHAIR
EDWARD W. STEWART, JR.
KIM KEEGAN
WILL STEWART

MICHAEL WHITTEN
EXECUTIVE DIRECTOR

January 28, 2016

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

Dear Matthew,

The MTA Commissioners held a monthly Commission Meeting on Tuesday, January 26, 2016. Enclosed are the approved Minutes of the December 29, 2015 Meeting, December Financial Report, and December Ridership Report.

The next Commission Meeting is scheduled for Tuesday, February 23, 2016.

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

Very truly yours,

Mike

Michael Whitten
Executive Director

Enclosures



Manchester Transit Authority

December 29, 2015 Commission Meeting

- MEMBERS PRESENT:** Vice Chairman Alan P. Goode
Commissioner Edward W. Stewart, Jr.
Commissioner Kim Keegan
Commissioner Will Stewart
- MEMBERS ABSENT:** Chairman Michelle Lauder
- PERSONNEL PRESENT:** Michael Whitten, Executive Director
William J. Cantwell, Asst. Director - Finance
Ryan Renauld-Smith, Asst. Director – Transit
Paul Beauregard, Asst. Director – Maintenance
- PERSONNEL ABSENT:** Karen Holden, - Asst. Director – School
- OTHERS PRESENT:** Timothy White – Principal Transportation Planner SNHPC
1. a. Vice Chairman GOODE called the meeting to order at 5:00 PM.
 - b. **Approve Minutes of November 24, 2015 Commission Meeting.** WHITTEN noted Item 3. a. “New Mobility Device Securement System” should be changed to read that the bus purchases are 80% Federal and “20% local match” and Item 5. b. “Senior Shuttle” should be changed to read “Ultimately, the Board of Mayor and Aldermen amended the 5-day plan”. K. KEEGAN made a motion to approve the November 24, 2015 minutes with amendments as noted to Items 3. a. and 5. b. Seconded by W. STEWART. GOODE voted yea. E. STEWART was unavailable for this vote. Motion passes.

MANAGEMENT REPORTS

2. a. **Financial Report for November 2015.** E. STEWART made a motion to accept the November 2015 Financial Report as presented. Seconded by KEEGAN.

Transit Operation: CANTWELL reported transit revenues were \$1,204 less than budget. Farebox and fare media were slightly behind budget and he believes that may be a timing issue. He said we received the Green DASH payment from the City's Parking Division (\$11,000). Transit expenses were \$968 less than budget. All expenses were on budget with slight timing variances for holiday wages. GOODE asked why is there a \$184,000 variance in the transit operation for operating assistance from the City of Manchester. CANTWELL explained in 2014 the City was double paying our subsidy over a 6-month period instead of 12-months and this year they gave us the entire subsidy in August (\$1.2M).

School Operation: CANTWELL reported school revenues were \$15,404 less than budget and charter revenue exceeded the budget while keeping labor under budget. Expenses were \$12,628 less than budget. E. STEWART asked why we have a fund to purchase school buses when the School District just purchased new buses for us. WHITTEN replied we also purchase buses throughout the year in addition to the 10 buses purchased through bonding from the School District. We have wheelchair accessible school buses arriving in March that we will be paying for from the Special Funds account.

All Commissioners present in favor of approving November 2015 Financial Report.

- b. **Operations Reports for November 2015:**

Transit Ridership Statistics: RENAULD-SMITH reported the #3 Airport ridership was up 26% but unknown why, and the #5 SNHU ridership is up 21%

because the Welfare Office has temporarily moved to River Road. Total transit passengers served was 38,649; 2% increase from same month last year, and StepSaver passengers served was 667; 6% higher than same month last year. W. STEWART said the Pettengill Road development is expanding and we should be keeping an eye on the development project in the future regarding the Route #3 Airport bus.

Operating Statistics: RENAULD-SMITH reported 66 trips ran on time out of the 72 trips sampled (92% on-time performance). There is 1 transit operator out on workers comp at this time. He noted the Customer Comments were not service related, mostly driver complaints and since most complaints are regarding the same employees we are preparing customer service training for these specific individuals. KEEGAN noted that on a couple of comments the cameras were not working properly and asked why. RENAULD-SMITH stated some cameras are very old and as we are upgrading the fleet the cameras are being replaced.

School Operating Report: WHITTEN reported we started and ended the month with 74 school bus drivers. We transported 95,695 school students and did 106 charters transporting 5,605 passengers. There were 4 minor collisions with none being reported to the insurance company. The Customer Comments were reviewed; E. STEWART said one of the comments reported bullying on a school bus to the child's school and the school official advised the woman to call the MTA. He was under the impression that the schools dealt with bullying issues. WHITTEN replied we take the information and pass it along to the school. E STEWART asked if we have the capability to pull kids off of school buses. WHITTEN replied the school does the discipline of suspending or expelling.

Maintenance Report: BEAUREGARD reported there were 3 transit and 1 demand-response road calls. They completed 18 transit inspections with 15 scheduled. There were 3 school road calls and they completed 28 school inspections with 22 being scheduled.

NEW BUSINESS

3. a. **Review/Approval of Macpage Financial Audit for FY 2015.** GOODE asked what proprietary funds that the audit report refers to are. WHITTEN replied that would be operating and non-operating revenues that MTA generates to cover expenses. Operating revenue would be farebox, the Upass Program, revenue that the transit system is generating for us. Non-operating would be the City subsidy, \$20,000 from SNHU, these are not tied to ridership or performance metrics they are just a subsidy given to us. Together they account for the whole budget which would be proprietary funds. GOODE read an excerpt from the report; “Proprietary funds distinguish operating revenues and expenses from non-operating items.” WHITTEN explained another way to look at it would be the variable from our fixed revenue; if we eliminate service next year we can expect to lose some farebox revenue and if you take buses off the street we can expect to lose some advertising revenue; these are directly tied to operating revenue. Just because we eliminated service doesn’t mean there is going to be a loss in City subsidy. We could be eliminating service because the City subsidy remains flat and we can’t keep up with increased expenses. If it ties directly to service on the street, it is operating revenue, if it is doesn’t then it’s a subsidy so it’s non-operating.

GOODE stated the auditor noted that the Authority is not required to adopt a legal budget and asked if this is common in transportation. WHITTEN replied certain entities are legally required to have a budget like the City, they don't have a choice, and the Mayor by law has to present a budget. We are not a City department and don't have a legal requirement to have a budget, the Board could fail to pass our budget and service would still continue.

Custodial Credit Risk. GOODE said according to this report if Citizens Bank is ripped off fraudulently or by accident we are made whole. CANTWELL replied we are covered if Citizen Bank fails by their custodial agreement not FDIC because we are over \$100,000.

Deferred Contribution Plan GOODE read the last sentence that the Deferred Plan is not available to employees until termination, death, retirement, or unforeseeable emergency. CANTWELL said this is a pre-taxed benefit and needs a qualifying event to access it.

GOODE asked if unfunded actuarial accrued liability is a liability that MTA owes at some point in time and does it have to be reflected in the financial statement.

CANTWELL said it has to be accrued and reflected. GASB 45 requires government employers to measure and report the liabilities associated with other postemployment benefits like medical, pharmacy, dental, vision, life, long-term disability and long-term care benefits that are not associated with a pension plan.

CANTWELL explained we hire an actuary and they determine when someone retires how long they will be covered by our health insurance and we are suppose to over 15 years build up that liability. Page 10 shows that we are suppose to contribute \$710,000 in retiree health insurance and we actually paid a little over

\$100,000. It is an obligation that they want to see accrued. CANTWELL believes within the next 3 to 5 years you will see GASB 45 removed because it's a liability that is not adding any value to financial statements. W. STEWART made a motion to approve the audited financial report prepared by Macpage for FY 2015. Seconded by KEEGAN. All Commissioners present in favor.

- b. **Purchase of Ford Explorer through State of NH Bid List.** WHITTEN requested a motion to purchase one (1) 2016 Ford Explorer off of the State of NH procurement at a cost of \$26,568; plus secondary equipment. E. STEWART made a motion to purchase the 2016 Ford Explorer. Seconded by W. STEWART. All Commissioners present in favor.
- c. **Disposal of School Buses.** WHITTEN explained we just received five Thomas school buses and since the next State auction is not until the spring and we lack space for the old buses being replaced, he recommended issuing a solicitation for sale of 4 buses rather than hold onto them over the winter. We did this last year with 5 buses and got slightly more money per bus than we did at the fall auction. We are retiring vehicles 1158, 1165, 1166, and 1220. E. STEWART made a motion to solicit prices for the 4 school buses. Seconded by KEEGAN. All Commissioners present in favor.
- d. **Review/Approval of Transit Advertising RFP.** WHITTEN explained this requires a single bid justification. E. STEWART asked who owns the bus shelters. WHITTEN replied we will own the shelters after the 15 year contract with Signal Advertising expires on October 18, 2016. We will own the shelter and ATA will own the advertising. ATA will do the maintenance and snow removal on the shelters. We will get 30% of the advertising on the bus shelters

and 65% on the buses. KEEGAN asked what the actual advertising services that ATA does are. WHITTEN replied they do the sales, manufacturing, and installation. W. STEWART asked if there are any plans to expand the amount of shelters that we have. WHITTEN said as we get some capital money we will be able to purchase more shelters and get more advertising revenue. The plan right now is to use the 30% revenue (now getting only 10%) and take that extra 20% and set it aside as capital to pay for new shelters. E. STEWART made a motion to approve awarding ATA the transit bus and shelter advertising contract for a 5-year period. Seconded by W. STEWART. All Commissioners present in favor.

OLD BUSINESS

4. a. No old business to report.

OTHER BUSINESS

5. a. **Transit & Cutaway RFP's.** WHITTEN explained we originally scheduled the bid opening for these 2 RFP's in December 2015 but since it was so close to the holidays and at the request of several vendors we extended the opening to January 22nd. The results of these bid openings will be presented to the Board for approval on January 26th.
- b. **School Bell Time Changes.** E. STEWART asked if the school buses are able to maintain their schedules with the changing of the school times. WHITTEN replied everything is going very good.
- c. **Date for Next Meeting.** Tuesday, January 26, 2016.

With no further business to come before the Board, W. STEWART made a motion to adjourn the meeting at 6:00 PM. Seconded by E. STEWART. All Commissioners present in favor.



Transit

December 2015

Manchester Transit Authority
Income Statement Transit
For the Six Months Ending December 31, 2015

	Current	Budget	YTD	YTD Budget	YTD Net Change
Farebox Revenue					
Farebox Revenue	21,322.63	25,378.00	153,833.98	149,085.00	4,748.98
Full Fares and Passes	11,870.00	11,518.00	69,267.00	67,549.00	1,718.00
Monthly Full Passes	3,270.00	5,018.00	24,890.00	29,529.00	(4,639.00)
Reduced Fares and Passes	2,872.50	2,158.00	12,085.00	12,699.00	(614.00)
Monthly Reduced Passes	1,920.00	2,392.00	11,895.00	14,076.00	(2,181.00)
Paratransit Fare and Tickets	2,972.00	4,210.00	17,428.00	25,029.00	(7,601.00)
Monthly Student Fares	360.00	7,645.00	7,065.00	9,795.00	(2,730.00)
Total Farebox and Tickets	44,587.13	58,319.00	296,463.98	307,762.00	(11,298.02)
Shuttle and Excursions					
Shopping Shuttle	-	2,425.00	17,300.95	14,550.00	2,750.95
Excursion Revenue	-	-	100.26	-	100.26
Total Shuttle and Excursions	-	2,425.00	17,401.21	14,550.00	2,851.21
Other Revenue					
Sale of Fuel to City Departments	980.20	-	6,079.41	-	6,079.41
Maintenance Service to City	-	-	910.64	-	910.64
Advertising Revenue-Bus	20,121.65	7,200.00	65,584.67	43,200.00	22,384.67
Sale of Vehicles and Equipment	-	-	-	-	-
Sale of Scrap Materials	27.00	-	309.50	-	309.50
Insurance Repair Reimbursement	-	-	-	-	-
Interest Income	2.74	3.00	29.36	18.00	11.36
Photo Picture ID Revenue	20.00	20.00	148.00	120.00	28.00
Total Other Revenue	21,151.59	7,223.00	73,061.58	43,338.00	29,723.58
Total Operational Income	65,738.72	67,967.00	386,926.77	365,650.00	21,276.77
Operating Assistance					
City of Manchester	-	-	1,174,560.00	1,175,560.00	(1,000.00)
Private/Public Partnerships	-	-	-	28,500.00	(28,500.00)
Federal Operating Subsidy	150,625.00	155,619.00	916,362.00	926,834.00	(10,472.00)
Total Operating Assistance	150,625.00	155,619.00	2,090,922.00	2,130,894.00	(39,972.00)
Total Revenue	216,363.72	223,586.00	2,477,848.77	2,496,544.00	(18,695.23)
Labor					
Transit Operator Wages	65,256.15	65,086.00	397,811.89	379,666.00	18,145.89
Transit Operator Overtime Wages	4,441.42	9,368.00	28,917.72	54,069.00	(25,151.28)
CMAQ Operator Wages	5,586.83	6,188.00	34,725.28	35,719.00	(993.72)
CMAQ Operator Overtime Wage	153.08	300.00	400.09	1,800.00	(1,399.91)
StepSaver Operator Wages	12,488.80	12,430.00	79,379.61	72,188.00	7,191.61
StepSaver Operator Overtime Wages	457.88	2,727.00	4,469.17	15,758.00	(11,288.83)
Mechanic Wages	11,299.63	15,290.00	78,448.76	88,153.00	(9,704.24)
Mechanic Overtime Wages	175.56	500.00	951.74	3,000.00	(2,048.26)
Transp. Admin Wages	16,614.13	19,387.00	109,946.81	111,917.00	(1,970.19)
Transp. Admin Overtime Wages	-	-	345.90	-	345.90
Maint. Admin Wages	6,150.81	5,395.00	36,648.25	31,144.00	5,504.25

Manchester Transit Authority
Income Statement Transit
For the Six Months Ending December 31, 2015

	Current	Budget	YTD	YTD	YTD
				Budget	Net Change
General Admin Wages	10,627.08	11,805.00	67,724.99	68,149.00	(424.01)
Gen. Admin Overtime Wages	-	-	-	-	-
Payroll Transaction	-	-	-	-	-
Total Labor	133,251.37	148,476.00	839,770.21	861,563.00	(21,792.79)
Fringe Benefits					
Health Insurance Expense	48,975.43	53,834.00	430,799.46	442,753.00	(11,953.54)
Dental Insurance Expense	8,518.57	1,710.00	12,612.98	10,260.00	2,352.98
Life Insurance Expense	2,192.06	2,398.00	6,738.09	14,388.00	(7,649.91)
Pension Expense	8,316.00	7,176.00	42,660.00	43,056.00	(396.00)
FICA Expense	16,224.15	14,116.00	81,078.03	83,655.00	(2,576.97)
Worker's Compensation	9,140.00	15,258.00	54,838.74	91,548.00	(36,709.26)
Unemployment Compensation	-	1,464.00	-	8,784.00	(8,784.00)
Transit Operator Vacation Wages	4,299.19	5,056.00	26,351.04	30,336.00	(3,984.96)
Transit Operator Holiday Wages	10,097.91	5,125.00	42,312.08	30,750.00	11,562.08
Transit Operator Sick Wages	4,817.93	3,075.00	15,451.54	18,450.00	(2,998.46)
Mechanic Vacation Wages	1,694.26	1,797.00	11,472.54	10,782.00	690.54
Mechanic Holiday Wages	3,696.40	1,999.00	14,998.34	11,994.00	3,004.34
Mechanic Sick Wages	1,145.36	400.00	5,483.68	2,400.00	3,083.68
Transp. Admin Vacation Wages	810.39	1,947.00	10,076.39	11,682.00	(1,605.61)
Transp. Admin Holiday Wages	3,478.66	2,706.00	13,292.02	16,236.00	(2,943.98)
Transp. Admin Sick Wages	87.36	415.00	2,860.91	2,490.00	370.91
Maint. Admin Vacation Wages	775.75	924.00	5,058.84	5,544.00	(485.16)
Maint. Admin Holiday Wages	1,282.18	918.00	3,886.91	5,508.00	(1,621.09)
Maint. Admin Sick Wages	-	145.00	-	870.00	(870.00)
Gen Admin. Vacation Wages	232.53	1,580.00	9,730.29	10,900.00	(1,169.71)
Gen. Admin Holiday Wages	3,425.56	1,615.00	9,682.47	9,690.00	(7.53)
Gen. Admin Sick Wages	-	255.00	752.10	1,530.00	(777.90)
Transit Uniform Allowance	1,237.29	573.00	4,711.53	3,438.00	1,273.53
Maintenance Uniform Allowance	268.92	527.00	2,558.97	3,162.00	(603.03)
Tool Allowance	-	-	2,087.80	2,175.00	(87.20)
License Reimbursement	-	17.00	60.00	102.00	(42.00)
Burden Adjustment	(26,420.69)	(28,867.00)	(150,430.60)	(172,818.00)	22,387.40
Total Fringe Benefits	104,295.21	96,163.00	659,124.15	699,665.00	(40,540.85)
Services					
Management Consultant	-	1,433.00	3,332.00	11,398.00	(8,066.00)
Commissioner Expense	-	-	-	500.00	(500.00)
Auditing Expense	-	-	9,661.50	11,340.00	(1,678.50)
Legal Expense	721.00	208.00	4,255.50	1,248.00	3,007.50
Service and Support	-	817.00	6,188.99	4,902.00	1,286.99
Security Service	93.33	158.00	1,542.84	948.00	594.84
Outside Advertising	-	167.00	484.39	1,002.00	(517.61)
Driver and Criminal Record Check	-	-	-	-	-
Drug & Alcohol Testing	45.00	125.00	396.00	750.00	(354.00)
Pre-Employment Medical	107.10	117.00	916.20	702.00	214.20
Janitorial Service and Supplies	898.53	688.00	4,592.59	4,128.00	464.59
Bank Service Charges	844.40	692.00	5,057.71	4,152.00	905.71
Marketing Expense	-	-	-	-	-
Total Services	2,709.36	4,405.00	36,427.72	41,070.00	(4,642.28)

Materials and Supplies

Manchester Transit Authority
Income Statement Transit
For the Six Months Ending December 31, 2015

	Current	Budget	YTD	YTD	
				Budget	Net Change
Fuel Operations	28,841.80	24,724.00	138,932.14	144,209.00	(5,276.86)
Sale of Fuel to City Departments	955.17	-	5,922.34	-	5,922.34
Maintenance Parts	5,342.54	8,554.00	45,594.66	49,894.00	(4,299.34)
Purchase Discounts	(17.01)	-	(315.96)	-	(315.96)
Tires Expense	840.00	1,630.00	10,461.93	9,509.00	952.93
Oil and Grease	290.97	523.00	3,495.14	3,052.00	443.14
Maintenance Supplies	512.20	760.00	5,334.49	4,560.00	774.49
Body Shop Supplies	176.89	248.00	2,454.34	1,488.00	966.34
Hazardous Materials	-	40.00	-	240.00	(240.00)
Outside Parts and Labor	60.00	83.00	360.00	498.00	(138.00)
Repairs-Building and Grounds	1,042.81	833.00	7,015.54	4,998.00	2,017.54
Repairs-Shop Equipment	112.50	340.00	5,344.46	2,040.00	3,304.46
Repairs-Radio Equipment	148.92	417.00	244.24	2,502.00	(2,257.76)
Repairs-Office Equipment	327.67	413.00	2,250.66	2,478.00	(227.34)
Office Supplies	333.91	568.00	2,378.19	3,408.00	(1,029.81)
Transit Schedules and Tickets	-	1,333.00	3,692.05	7,998.00	(4,305.95)
Total Materials and Supplies	38,968.37	40,466.00	233,164.22	236,874.00	(3,709.78)
Utilities					
Electricity	3,097.63	1,680.00	9,798.19	10,080.00	(281.81)
Natural Gas	1,106.01	1,600.00	1,928.72	2,125.00	(196.28)
Telephone	875.23	1,455.00	5,342.66	8,730.00	(3,387.34)
Water	183.75	184.00	988.92	1,104.00	(115.08)
Total Utilities	5,262.62	4,919.00	18,058.49	22,039.00	(3,980.51)
Insurance					
Public Liability Insurance	13,268.00	16,655.00	79,615.00	99,930.00	(20,315.00)
Other Liability	126.00	1,055.00	1,850.00	6,330.00	(4,480.00)
Total Insurance	13,394.00	17,710.00	81,465.00	106,260.00	(24,795.00)
Other Expenses					
Dues and Memberships	500.00	-	1,399.00	450.00	949.00
Tolls	-	-	-	-	-
Training and Meetings	175.95	83.00	2,437.59	498.00	1,939.59
Grievance Expense	275.00	42.00	275.00	252.00	23.00
Depreciation	42,000.00	42,000.00	252,000.00	252,000.00	-
Total Other Expenses	42,950.95	42,125.00	256,111.59	253,200.00	2,911.59
Total Expenses	340,831.88	354,264.00	2,124,121.38	2,220,671.00	(96,549.62)
Net Income (Loss)	(124,468.16)	(130,678.00)	353,727.39	275,873.00	77,854.39



School

December 2015

Manchester Transit Authority
Income Statement School
For the Six Months Ending December 31, 2015

	Current	Budget	YTD	YTD Budget	YTD Net Change
Student Transportation					
Pupil Transportation Contract	242,770.88	238,311.00	1,097,731.60	1,079,300.00	18,431.60
Manchester School of Technology	7,862.84	19,657.00	50,645.94	86,723.00	(36,077.06)
Total Student Transportation	250,633.72	257,968.00	1,148,377.54	1,166,023.00	(17,645.46)
School Charter					
Student Athletics	12,420.75	9,000.00	65,498.50	53,500.00	11,998.50
Student Fieldtrips	8,211.25	6,000.00	63,368.45	56,500.00	6,868.45
Total School Charters	20,632.00	15,000.00	128,866.95	110,000.00	18,866.95
Other Revenue					
Sale of Vehicles and Equipment	-	-	8,924.00	-	8,924.00
Interest Income	5.69	5.00	36.65	30.00	6.65
Total Other Revenue	5.69	5.00	8,960.65	30.00	8,930.65
Total Operational Income	271,271.41	272,973.00	1,286,205.14	1,276,053.00	10,152.14
Labor					
School Operator Wages	95,172.55	109,234.00	479,869.05	526,494.00	(46,624.95)
School Operator Overtime Wages	538.44	400.00	2,912.65	3,448.00	(535.35)
Transit Operator Wages	915.07	275.00	6,908.47	1,259.00	5,649.47
Transit Operator Overtime Wages	2,202.29	-	14,349.89	-	14,349.89
Mechanic Wages	17,255.67	16,844.00	98,066.40	97,143.00	923.40
Mechanic Overtime Wages	69.00	400.00	302.56	2,400.00	(2,097.44)
Transp. Admin Wages	13,385.90	14,072.00	82,072.94	81,232.00	840.94
Transp. Admin Overtime Wages	-	-	536.15	-	536.15
Maint. Admin Wages	5,550.29	5,682.00	30,357.35	32,802.00	(2,444.65)
General Admin Wages	7,123.99	7,613.00	49,153.41	43,948.00	5,205.41
Total Labor	142,213.20	154,520.00	764,528.87	788,726.00	(24,197.13)
Fringe Benefits					
Health Insurance Expense	-	-	183.60	-	183.60
Dental Insurance Expense	566.01	-	545.83	-	545.83
FICA Expense	12,551.32	11,454.00	51,585.91	57,521.00	(5,935.09)
Worker's Compensation	5,795.00	8,139.00	34,767.04	38,416.00	(3,648.96)
School Operator Vacation Wages	6,981.89	6,000.00	7,315.49	6,000.00	1,315.49
School Operator Holiday Wages	7,437.23	6,506.00	21,526.96	21,506.00	20.96
School Uniform Allowance	175.83	250.00	1,367.99	1,700.00	(332.01)
License Reimbursement	-	31.00	180.00	186.00	(6.00)
Burden Adjustment	26,420.69	28,867.00	150,430.60	172,818.00	(22,387.40)
Total Fringe Benefits	59,927.97	61,247.00	267,903.42	298,147.00	(30,243.58)
Services					
Management Consultant	-	833.00	3,332.00	4,998.00	(1,666.00)
Commissioner Expense	-	-	-	500.00	(500.00)
Auditing Expense	-	-	7,288.50	6,660.00	628.50
Legal Expense	-	208.00	-	1,248.00	(1,248.00)
Service and Support	-	517.00	4,869.25	3,102.00	1,767.25

Manchester Transit Authority
Income Statement School
For the Six Months Ending December 31, 2015

	Current	Budget	YTD	YTD Budget	YTD Net Change
Security Service	70.40	93.00	1,126.31	558.00	568.31
Outside Advertising	-	333.00	1,769.79	1,998.00	(228.21)
Driver and Criminal Record	15.50	-	363.75	-	363.75
Drug & Alcohol Testing	252.00	375.00	1,998.00	2,250.00	(252.00)
Pre-Employment Medical	324.00	417.00	3,693.20	2,502.00	1,191.20
Janitorial Service and Supplies	898.52	688.00	4,592.58	4,128.00	464.58
Bank Service Charges	-	-	4.90	-	4.90
Total Services	1,560.42	3,464.00	29,038.28	27,944.00	1,094.28
Materials and Supplies					
Fuel Operations	30,278.14	21,796.00	105,283.32	101,795.00	3,488.32
Maintenance Parts	7,483.04	6,823.00	65,801.08	43,100.00	22,701.08
Tires Expense	5,556.96	1,160.00	15,340.72	5,416.00	9,924.72
Oil and Grease	605.68	590.00	3,207.09	2,756.00	451.09
Maintenance Supplies	648.08	823.00	6,455.96	4,938.00	1,517.96
Body Shop Supplies	216.20	269.00	3,559.12	1,614.00	1,945.12
Hazardous Materials	-	43.00	-	258.00	(258.00)
Outside Parts and Labor	-	63.00	-	378.00	(378.00)
Repairs-Building and Grounds	1,175.93	833.00	7,929.94	4,998.00	2,931.94
Repairs-Shop Equipment	137.50	368.00	6,021.12	2,208.00	3,813.12
Repairs-Radio Equipment	2,132.43	917.00	2,197.53	5,502.00	(3,304.47)
Repairs-Office Equipment	247.19	253.00	1,520.80	1,518.00	2.80
Office Supplies	311.84	348.00	1,827.86	2,088.00	(260.14)
School Schedules and Tickets	-	-	411.08	500.00	(88.92)
Total Materials and Supplies	48,792.99	34,286.00	219,555.62	177,069.00	42,486.62
Utilities					
Electricity	2,336.80	987.00	6,785.31	5,922.00	863.31
Natural Gas	1,247.20	1,500.00	2,156.79	2,000.00	156.79
Telephone	284.25	463.00	1,633.71	2,778.00	(1,144.29)
Water	138.62	108.00	690.25	648.00	42.25
Total Utilities	4,006.87	3,058.00	11,266.06	11,348.00	(81.94)
Insurance					
Public Liability Insurance	13,507.00	12,397.00	81,035.00	74,382.00	6,653.00
Other Liability	881.00	775.00	5,284.22	4,650.00	634.22
Total Insurance	14,388.00	13,172.00	86,319.22	79,032.00	7,287.22
Other Expenses					
Dues and Memberships	-	-	1,319.00	1,600.00	(281.00)
Tolls and Parking	-	-	10.50	-	10.50
Training and Meetings	110.80	292.00	2,079.62	1,752.00	327.62
Grievance Expense	-	42.00	-	252.00	(252.00)
Depreciation	22,000.00	22,000.00	132,000.00	132,000.00	-
Total Other Expenses	22,110.80	22,334.00	135,409.12	135,604.00	(194.88)
Total Expenses	293,000.25	292,081.00	1,514,020.59	1,517,870.00	(3,849.41)
Net Income (Loss)	(21,728.84)	(19,108.00)	(227,815.45)	(241,817.00)	14,001.55

Commissioners Memorandum



To: Commissioners
 From: Ryan Renauld-Smith, Assistant Director: Transit Operations
 Date: January 21, 2016
 Re: Transit Ridership Report – December 2015

Routes	Dec-15			FYTD		
	Weekdays	FY 2015	FY 2016	FY 2015	FY 2016	% Change
	Saturdays	22	22	126	127	
		4	4	26	25	% Change
Healthcare Shuttle Route #1		2,343	2,223	14,861	12,885	-13%
Hanover-E Industrial Park Route #2		3,544	3,132	21,052	18,869	-10%
Brown Ave-Airport Route #3		1,417	1,737	9,364	10,792	15%
Concord Express #4		1,033	780	5,441	5,595	3%
River Rd- SNHU #5		3,677	4,560	19,954	28,936	45%
Bremer-Mast Rd Route #6		4,132	4,285	24,717	24,400	-1%
Green DASH #7		4,027	3,372	21,878	21,623	-1%
So. Willow- Mall of NH Route #8		5,405	5,530	31,683	30,273	-4%
Nashua Express Route #9		833	814	5,721	5,406	-6%
Valley St- Mall of NH Route #10		5,035	4,798	27,474	26,566	-3%
Front St. Route #11		2,751	2,944	17,000	17,696	4%
So. Beech- Mall of NH Route #12		4,214	4,061	24,559	24,928	2%
Bedford Grove Plaza Route #13		3,590	3,388	23,024	20,061	-13%
Goffstown Shuttle		0	77	0	348	#DIV/0!
Bridge St / VA Hospital #1S		94	84	547	533	-3%
Hanover St- East Side Plaza #2S		191	300	1,379	1,490	8%
UPass Riders - MCC		1,388	1,007	7,526	5,865	-22%
UPass Riders - UNH		316	78	1,202	1,153	-4%
UPass Riders - SNHU		1,567	2,342	0	14,109	#DIV/0!
UPass Riders - INSTITUTE OF ART		0	143	0	899	#DIV/0!
Hannaford Shuttle		303	238	1,758	1,665	-5%
Market Basket Shuttle		157	239	1,078	1,234	14%
Hooksett Market Basket Shuttle		40	56	401	391	-2%
Hannaford Bedford- Goffstown		16	16	139	101	-27%
Hannaford Bedford- Bedford		21	16	105	98	-7%
Weekday Fixed Route Totals		39,494	38,644	228,441	229,967	1%
Saturday Fixed Route Totals		3,259	3,771	22,141	22,624	2%
Fixed Route Weekday Average		1,795	1,763	1,813	1,811	0%
Fixed Route Saturday Average		815	943	852	905	6%
Special Service		244	149	964	1,532	59%
Total Transit Passengers Served		42,753	42,415	250,582	252,633	1%
Total StepSaver Passengers Served		790	745	4,506	4,359	-3%

Ryan Renauld-Smith

**THE STATE OF NEW HAMPSHIRE
SITE EVALUATION COMMITTEE**

Joint Application of Northern Pass Transmission, LLC and Public Service Company of New Hampshire d/b/a Eversource Energy for a Certificate of Site and Facility for the Construction of a New High Voltage Transmission Line in New Hampshire

Docket No. 2015-06

City of Manchester's Petition To Intervene

NOW COMES the City of Manchester, by and through its counsel, the City Solicitor's Office and petitions the Site Evaluation Committee to allow it to intervene in the above captioned matter in accordance with NH Admin. R. Site 202.11 and RSA 541-A:32 and in support thereof does state as follows:

1. On October 19, 2015 Northern Pass Transmission, LLC and Public Service Company of New Hampshire d/b/a Eversource Energy ("Northern Pass") filed an application for a Certificate of Site and Facility with the Site Evaluation Committee.

2. The City of Manchester ("City") is the largest City in the State of New Hampshire and is also one of Eversource's largest customers. From an economic development perspective the City has a strong interest in attracting new business, increasing its tax base and in having a growing job market. As such the City has a direct interest in the cost and availability of electricity within the City.

3. Northern Pass is proposing to bring 1,090 megawatts of clean, competitively priced, renewable hydropower to New Hampshire and New England while promising that all costs of sitting and constructing Northern Pass will be paid by the project, at no cost to New Hampshire customers including businesses and customers within the City. The City has a direct interest in intervening to ensure that Northern Pass representations are honored.

4. Northern Pass has proposed a power purchase agreement that will permit delivery to New Hampshire of approximately 100 megawatts of renewable hydroelectric power that will provide greater price stability at a customer cost savings of \$100 million over 20 years. The City has a direct interest in the power purchase agreement and Northern Pass representatives as to its provision of on-peak power and greater price stability.

5. Northern Pass has represented that the delivery of 1,090 megawatts of energy will suppress wholesale energy prices leading to cost savings of \$80 million for New Hampshire businesses and residential customers. The City has a direct interest in ensuring that these cost savings materialize and are passed through to its businesses and residents.

6. Northern Pass has proposed a Forward NH Fund with a commitment to fund \$200 million towards community betterment, clean energy innovation, economic development and tourism. While the fund will have an emphasis on host communities and the North Country the fund is for the entire State of New Hampshire. The City has an interest in how this fund is structured, participating in the monitoring of this fund, an interest in how the fund evolves, as well as an interest in how the fund is implemented and expended.

7. On February 2, 2016 the Board of Mayor and Aldermen authorized the City to seek intervener status with the Site Evaluation Committee.

8. As discussed herein the proposed project will impact the City's rights duties, privileges, immunities and other substantial interests and the City's intervention will support and not impair the interest of justice and the orderly and prompt conduct of the proceedings.

WHEREFORE the City of Manchester requests that the Site Evaluation Committee:

- A. Grant the City's Petition to Intervene.
- B. Grant such other relief as may be just and equitable.

Respectfully Submitted



Thomas I. Arnold, III
Deputy City Solicitor
NH Bar 425
One City Hall Plaza
Manchester, New Hampshire 03101
Telephone: (603) 624-6523
tarnold@manchesternh.gov

Certification

I hereby certify that a copy of the foregoing was sent by e-mail to Parties on the Distribution List of this docket.

February 5, 2016



Thomas I. Arnold, III

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Thousand Dollars (\$40,000) for the FY2016 CIP 810816 Impact Fee Study.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate unprogrammed CDBG program income to perform an Impact Fee Study;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By adding:

FY2016 CIP 810816 – Impact Fee Study - \$40,000 CDBG

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

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Eight Thousand Three Hundred Ninety Eight Dollars (\$38,398) for the FY 2016 CIP 410616 DWI Patrol Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$38,398 from the State of New Hampshire Highway Safety Agency for the implementation of the DWI Patrol Program;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By increasing:

FY2015 CIP 410616 DWI Patrol Program - \$38,398 State
(from \$15,000 to \$53,398)

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

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Thousand Dollars (\$20,000) for the FY2016 CIP 810916 Impediments to Fair Housing Plan.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate unprogrammed CDBG program income to perform a comprehensive review of Impediments to Fair Housing Plan;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By adding:

FY2016 CIP 810916 – Impediments to Fair Housing Plan - \$20,000 CDBG

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

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2010 Community Improvement Program authorizing and appropriating funds in the amount of One Million Twenty One Thousand Seven Hundred Five Dollars (\$1,021,705) for the FY 2010 CIP 310410 School/Municipal Facilities Energy Efficiency Project.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2010 CIP as contained in the 2010 CIP budget; and

WHEREAS, the 2010 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to increase the Other budget line item to accurately reflect the collected and anticipated rebate totals;

NOW, THEREFORE, be it resolved that the 2010 CIP be amended as follows:

By increasing:

FY 2010 CIP 310410– School/Municipal Facilities Energy Efficiency Project - \$1,021,705 Other

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

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Five Thousand Dollars (\$25,000) for the FY 2016 CIP 411516 Video Monitoring Equipment Upgrade.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept State funds to purchase video monitoring equipment;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By adding:

FY 2016 CIP 411516 Video Monitoring Equipment Upgrade - \$25,000 State

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

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Three Thousand Five Hundred Dollars (\$203,500) for the FY 2016 CIP 611616 2015 Lead Hazard Reduction Demonstration Grant Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate a portion of unprogrammed CDBG program income to be used for the City’s required match within the 2015 Lead Hazard Reduction Demonstration Grant;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By increasing:

FY 2016 CIP 611616 2015 Lead Hazard Reduction Demonstration Grant Program - \$203,500
CDBG

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

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the summary of abatement requests submitted by Fred McNeill, Chief Engineer, be approved.

(Unanimous vote with the exception of Alderman Shaw who was late)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Hal Sullivan
Rick Rothwell
Bill Skouteris
Toni Pappas

CITY OF MANCHESTER
Department of Public Works
Environmental Protection Division

Memo

Date: 1/12/16 16-012
To: CIP Committee
Cc: Lisa Hynes – EPD
June George – EPD
Matthew Normand – City Clerks Office
From: Frederick McNeill 
RE: EPD Abatement Requests

The attached table summarizes the 25 abatements reviewed by the Highway Commission at their monthly meetings on December 16, 2015 and January 11, 2016.

Backup documentation for these sewer abatement requests is on file with the City Clerk's office. The electronic version of this request will be forwarded to you as well as the City Clerk's office.

Please let me know if you need any additional information.

City of Manchester
Environmental Protection Division
Summary of Abatement Requests
December 10, 2015 to Highway Commission
January 12, 2016 to CIP/City Clerk

Number	Customer Acct #	Customer	Property Address	Abatement Request Rec'd	Request Reason	EPD Recommendation	Highway Commission Recommendation
1	w 170545-204308	Legacy/Tallie Services	Elm St, 2263	09/21/15	leaking toilet	Abate 284.54	Abate
2	w 140065-204548	DMJ Revocable Trust	Treetop Lane, 74	09/23/15	deduct meter stopped	Abate 229.02	Abate
3	w 169461-35300	Swanton	Whitney Ave, 291	10/07/15	leaking toilet	Abate 235.96	Abate
4	w 102535-76616	Melody Pines Day Camp	Corning Rd, 510	10/28/15	broken underground water pipe	Abate 687.06	Abate
5	w 169957-12274	Cairns	Everett St, 116	11/12/15	deduct usage	Abate 353.94	Abate
6	w 123441-38246	Canny	Mammoth Rd, 925	11/12/15	running toilet	Deny	Deny
7	w 143965-41350	Buri-Moulton	River Rd, 225	11/16/15	toilet leak	Abate 579.49	Abate
8	w 134239-2742	Sowden	Prospect St, 88	11/16/15	toilet leak	Abate 267.19	Abate
9	w 121379-15582	Delany	Clay St, 279	11/18/15	toilet leak	Deny	Deny
10	w 137755-67194	Salvi	Prescott St, 618-620	11/18/15	leaking faucet	Abate 263.72	Abate
11	w 111671-59448	Kelley	Salmon St, 146	11/20/15	running toilet	Abate 895.26	Abate
12	w 111671-59448	Masiello	Charlotte St, 268	12/07/15	leaking outside faucet	Abate 315.77	Abate
13	w 140145-17634	Witte	Notre Dame Ave, 70	12/09/15	running toilet & leaking pipe	Abate 388.64	Abate
14	w 134233-33640	McNeill	Ellis Ave, 31	12/10/15	outside water usage	Abate 208.20	Abate
Total Abatements						\$ 4,708.79	

City of Manchester
Environmental Protection Division
Summary of Abatement Requests
January 07, 2016 to Highway Commission
January 12, 2016 to CIP/City Clerk

Number	Customer Acct #	Customer	Property Address	Abatement Request Rec'd	Request Reason	EPD Recommendation	Highway Commission Recommendation
1	w 12619-8222	Lafayette	Green St. 650	11/23/15	2 toilets leaking	Deny	Deny
2	w 155791-75270	Stephen	Highview Ter. 109	11/23/15	Outside watering	Deny	Deny
3	w 175599-204540	Makesk K C	Treetop Ln 59	11/24/15	Deduct Meter Usage	Abate 648.89	Abate
4	w 157123-66972	Williams	Hevey St. 621-623	12/16/15	running toilet	Abate 1,578.85	Abate
5	w 86559-64988	Williamson	Hanover St 175-179	12/18/15	running toilet vacant apt	Abate 277.60	Abate
6	w 57239-39998	Thompson	Douglas St. 196	12/21/15	leaking toilet	Abate 2,383.89	Abate
7	w 130959-65192	Pillar Manor	Hanover St. 488-490	12/24/15	4 toilets leaking	Abate 714.82	Abate
8	w 123817-20306	Tappenden Properties, LLC	Coolidge Ave. 360	12/28/15	Toilet leak	Deny	Deny
9	w 451-326	J.N. Boufford	Bridge St. 106	12/30/15	broken underground water pipe	Abate 1,176.33	Abate
10	w 139745-15144	Clackler	Lake Ave. 747	01/04/16	New Grass lots of watering	Abate 263.72	Abate
11	w 170265-29740	Weaver	Bridge St. 1183	01/06/16	Water leak from toilet	Abate 93.69	Abate
Total Abatements						\$ 7,137.79	

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**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 9/21/2015

Customer Name: Legacy/Tallie Service

Account #: 170545-204308
Combined Billing

Property Address: 2263 Elm St

Reason for Request: leaking toilet

Service Dates: 2/17/15 - 8/10/15

Bill Date: 6/10/15 & 9/9/15

Consumption: 102 ccf

% Increase from Average: 510%

Average Consumption: 20 ccf

Based on: 4 qtr average limited history

Difference: 82 ccf

Other Comments: repairs made by homeowners

EPD Recommendation: Grant abatement as exceeds 250% threshold

Abatement Total: 82 ccf at \$ 3.47 \$ 284.54

Highway Recommendation: Abate

Date: 12/16/15

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 9/23/2015

Customer Name: DMJ Revocable Trust

Account #: 140065-204548

Combined Billing

Property Address: 74 Treetop Lane

Reason for Request: deduct stopped meter

Service Dates: 4/22/15 - 10/21/15

Bill Date: 11/18/15 & 8/19/15

Consumption: 85 ccf

% Increase from Average: 447%

Average Consumption: 19 ccf

Based on: 5 year average

Difference: 66 ccf

Other Comments: Deduct meter replaced 8/28/15. Meter was not returned to MWW so they do not know if due to meter malfunction or damage when turned on for the season.
If due to turn on damage, credit would not be issued as warranty does not cover this.

EPD Recommendation: Abatement request approved as it exceeds 250% threshold.

Fm

Abatement Total: 66 ccf at \$ 3.47 \$ 229 - 02

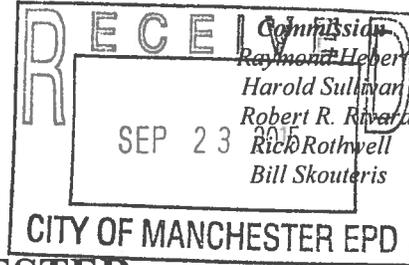
Highway Recommendation: Abate

Date: 12/16/15

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: DIANE PAQUETTE DALTON Trustee DMJ REVOCABLE TRUST

Address: 74 TREETOP LANE
(Street) MANCHESTER NH 03102
(City) (State) (Zip)

Phone Number: 603-669-5158

Customer Account Number: 140065-204578

Address of Property for which Abatement is Requested:
74 TREETOP LANE
(Street) MANCHESTER NH 03102
(City) (State) (Zip)

Billing Period: 4-22-15 - 9-4-15

Amount of Abatement Request: ESTIMATE the deduct amt for 2 billing periods.

Reason for Abatement Request: Deduct Meter stopped working AFTER 7 seasons and we ARE being charged for sewer usage on water that was used for irrigation

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

SEE ATTACHED -

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Diane Dalton
(Signature)

9-21-15
(Date)

Abatement Request
Account # 140065-204548
Robert & Diane Dalton
74 Treetop Lane
Manchester NH 03102

Please accept our request for an adjustment to our Sewer Bill for the two periods that cover 4/22/15-7/22/15 and the next billing that will cover 7/22/15-10/22/15.

We have been advised that the deduct meter that we purchased from the city stopped working and as a result we were responsible to pay sewer charges for water that was used for irrigation and clearly did not flow through the sewer. We are requesting that the sewer bill be reduced to reflect an adjustment to estimate the deduct portion of the bill based on average usage.

The city's current position to require us to pay sewer charges that were not used seems unfair in light of the following:

Water meters are monitored to detect defects but deduct meters are not.

The meter was purchased from the city and only worked for four short seasons.

Homeowners had no way of knowing whether the purchased meter was new, reconditioned or just defective.

There was no disclosure that the homeowner was responsible for monitoring whether the meter was working.

The costs associated with the purchase of the meter, the permit for its use, the licensed plumber needed to install it and the annual fee to maintain this meter was significant.

The defect was not caused by the homeowner.

The defective deduct meter has now been replaced at additional cost to the homeowner.

The city's current policy to penalize the homeowner seems unfair, deceptive and cumbersome.

Our tax and sewer bills have always been paid in full and in a timely manner.

Please take our request under advisement. We thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Diane Dalton".

Diane Dalton

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 10/7/2015
Customer Name: Swanton Account #: 169461-35300
Property Address: 291 Whitney Ave Combined Billing
Reason for Request: leaking toilet
Service Dates: 5/19/15 - 8/14/15 Bill Date: 9/16/2015
Consumption: 87 ccf % Increase from Average: 458%
Average Consumption: 19 ccf Based on: 4 qtr average limited history
Difference: 68 ccf

Other Comments: _____

EPD Recommendation: Grant abatement as exceeds 250% threshold

W.F.M.

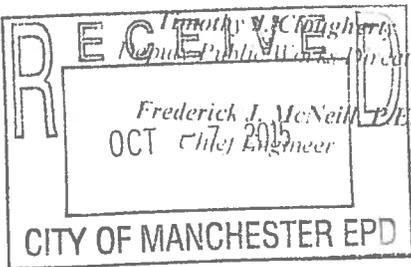
Abatement Total: 68 ccf at \$ 3.47 \$ 235.96

Highway Recommendation: Abate Date: 12/16/15

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



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



CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: SCOTT G. SWANTON

Address: 291 WHITNEY AVE
(Street)

MANCHESTER NH N/A
(City) (State) (Unit)

Phone Number: 603-232-717 03104
(Zip)

Customer Account Number: 169461-35300

Address of Property for which Abatement is Requested:
291 WHITNEY AVE
(Street)

MANCHESTER NH N/A
(City) (State) (Unit)

Billing Period: 9-16-15 TO 10/16/15
(Zip)

Amount of Abatement Request: 469.91

Reason for Abatement Request: LEAKING TOILET

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

TOILET HAS A SLOW LEAK

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

10/3/15
(Date)

70

**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 10/28/2015

Customer Name: Melody Pines Day Camp

Account #: 102535-76616

Combined Billing

Property Address: 510 Corning Rd

Reason for Request: broken underground water pipe

Service Dates: 3/13/15 - 9/10/15

Bill Date: 7/15/15 & 10/14/2015

Consumption: 325 ccf

% Increase from Average: 256%

Average Consumption: 127 ccf

Based on: 5 yr average

Difference: 198 ccf

Other Comments: repair was made by daycamp staff - replaced fitting

EPD Recommendation: Grant abatement as exceeds 250% threshold

JFM

Abatement Total: 198 ccf at \$ 3.47 \$ 687.06

Highway Recommendation: Abate

Date: 12/16/15

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

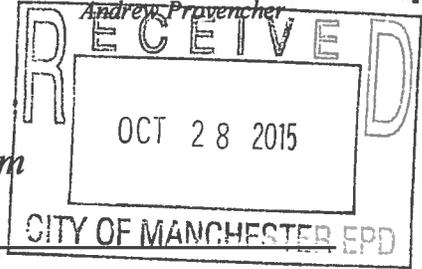
Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Rick Rothwell
Bill Skouteris

Andrew Pravencher



CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: Melody Pines Day Camp

Address: 510 CORNING RD
(Street) (Unit)
MANCHESTER NH 03109
(City) (State) (Zip)

Phone Number: (603) 669-9414 Steve Connors

Customer Account Number: 102535-76616 396-8339
staff made repair
replaced fitting

Address of Property for which Abatement is Requested:
510 CORNING RD
(Street) (Unit)
MANCHESTER NH 03109
(City) (State) (Zip)

Billing Period: 3/13/15 - 6/10/15 + 6/10/15 - 9/10/15

Amount of Abatement Request: \$1,027.12 [Averaged 2012 + 2013 bills, deducted that from the sewer charged]

Reason for Abatement Request: At the camp we have out buildings on PVC water lines - cracked fitting opened up over time until it finally broke entirely in August, that's when the water surfaced and we could find it.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

Pipe break was next to our bath-house building on the feed line to our rec hall building. Water discharged under the front lawn / flag pole area.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

10/26/15
(Date)

JG

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 11/12/2015

Customer Name: Cairns

Account #: 169957-12274
Combined Billing

Property Address: 116 Everett St

Reason for Request: deduct usage

Service Dates: 5/18/15 - 11/17/15

Bill Date: 9/16/2015 & to be billed

Consumption: 158 ccf

% Increase from Average: 282%

Average Consumption: 56 ccf

Based on: 4 qtr average

Difference: 102 ccf

Other Comments: verified prior owner purchased deduct in 2006, never completed installation process
prior owner had limited usage from 2006 to 2014
MWW connected radio read 10/25/15 - reading of 141 at that time

EPD Recommendation: Grant abatement as exceeds 250% threshold

WFL

Abatement Total: 102 ccf at \$ 3.47 \$ 353.94

Highway Recommendation: Abate

Date: 12/16/15

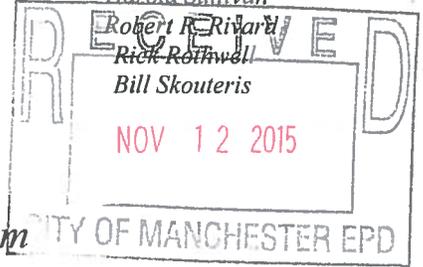
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan



CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: SCOTT CAIRNS

Address: 116 EVERETT ST
(Street) (Unit)
MANCHESTER NH 03104
(City) (State) (Zip)

Phone Number: 603-854-0204

Customer Account Number: 169957-12274

Address of Property for which Abatement is Requested: SAME AS ABOVE
(Street) (Unit)
(City) (State) (Zip)

Billing Period: JUNE 2014 → SEPT 16 2015

Amount of Abatement Request: AT LEAST 353.94 (9/16/15 BILL)

Reason for Abatement Request: SEE ATTACHED STATEMENT REGARDING EXISTENCE OF DEDUCT METER

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

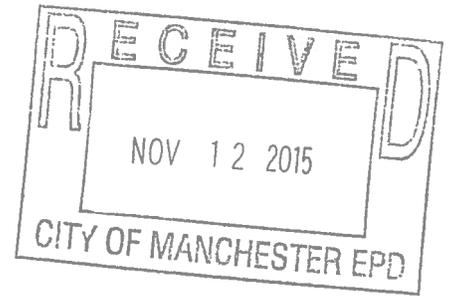
Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Scott Cairns
(Signature)

11-8-2015
(Date)

November 10th, 2015

City of Manchester EPD
300 Winston Street
Manchester, NH 03103-6826



RE: Abatement Request Acct # 169957-12274

The reason for the abatement request is as follows:

We purchased the home in the spring of 2014. At the time, the irrigation system was not functioning and it was repaired over the summer of 2014.

The first real full year of irrigation usage was this year (2015) and as you can see from a simple review of our water/sewer bills, it skyrocketed over the summer of 2015. I called the department to inquire as to how to get a deduct meter and talked with Richard in that department.

However, when my landscaper went to blow out the irrigation system for winterizing purposes a few weeks ago, he pointed out that we *already* had a deduct meter and it was functioning just fine but it was clearly not hooked up to the wireless meter reader connected to the main house water meter. I spoke again with the water department and they indicated that they had no record of the meter but did come out to the house, read and inspected the meter and hooked it up. I believe he said it had read well over 200 cu ft so it obviously was working the entire time that the irrigation system was in use since we repaired it in 2014.

I also spoke with the seller of the property and they indicated that they had installed the deduct meter some time ago and attempted to get the meter registered before they sold the property but no one from the department came out to inspect/register it and then they sold the house and moved on.

Clearly, we do not use that much water in the house (there are only two occupants) and it's also clear that there is a seasonal pattern in the usage and that the deduct meter – according to the water department's employee – was working the entire time that we have occupied the house.

Thanks and regards,

A handwritten signature in black ink, appearing to read "Scott Cairns".

Scott Cairns
116 Everett St
Manchester, NH 03104
603-854-0204

JK

**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 11/12/2015

Customer Name: Canny

Account #: 123441-38246

Combined Billing

Property Address: 925 Mammoth Rd

Reason for Request: running toilet

Service Dates: 5/14/15 - 8/11/15

Bill Date: 9/9/2015

Consumption: 86 ccf

% Increase from Average: 200%

Average Consumption: 43 ccf

Based on: 5 yr average

Difference: 43 ccf

Other Comments: _____

EPD Recommendation: Deny abatement as does not exceed 250% threshold

_____ *WJH*

Abatement Total: 0 ccf at \$ 3.47 \$ -

Highway Recommendation: Deny

Date: 12/16/15

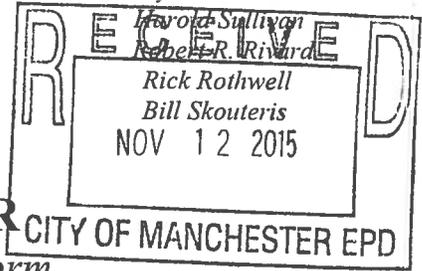
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert



CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: JEFFERSON CANNY

Address: 925 MAMMOTH RD
(Street) (Unit)

MANCHESTER NH 03104
(City) (State) (Zip)

Phone Number: 603 668 1676

Customer Account Number: 12344 - 38246

Address of Property for which Abatement is Requested:
SAME AS ABOVE

(Street) (Unit)

(City) (State) (Zip)

Billing Period: 5/14/15 to 8/11/15

Amount of Abatement Request: \$200.00

Reason for Abatement Request: Toilet leak - running toilet.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

Water accumulation.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

11/7/15
(Date)

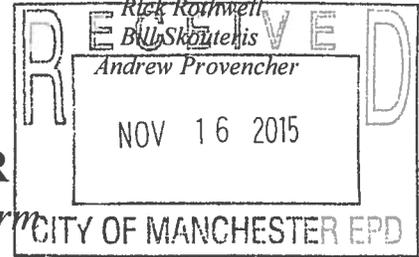
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Rick Rothwell
Bill Skowronski
Andrew Provencher



CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: Karen Burl-Maulta

Address: P.O. BOX 4675
Manchester (Street) NH (City) 03108 (Unit) (Zip)

Phone Number: 603.396.4572 (State)

Customer Account Number: 143965 - 41350

Address of Property for which Abatement is Requested:
225 River Rd (Street) (Unit)
Manchester (City) NH (State) 03104 (Zip)

Billing Period: 9/16/15

Amount of Abatement Request: 714.82

Reason for Abatement Request: toilet was leaking - we were unaware of this. It has been fixed. We have never had this happen before - we fixed it ourselves.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

in a toilet pipe

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Karen M. Burl
(Signature)

11.12.15
(Date)

JG

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 11/16/2015

Customer Name: Sowden

Account #: 134239-2742

Combined Billing

Property Address: 88 Prospect St

Reason for Request: toilet leak

Service Dates: 5/26/15 - 8/20/15

Bill Date: 9/23/2015

Consumption: 124 ccf

% Increase from Average: 264%

Average Consumption: 47 ccf

Based on: 5 year average

Difference: 77 ccf

Other Comments: homowner made repairs themselves

EPD Recommendation: Grant abatement as exceeds 250% threshold

JJm

Abatement Total: 77 ccf at \$ 3.47 \$ 267.19

Highway Recommendation: Abate

Date: 12/16/15

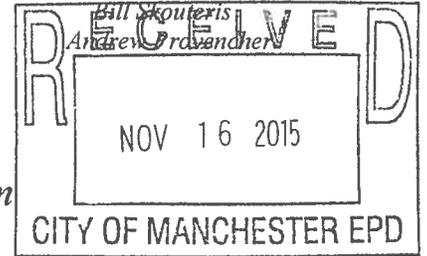
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Rick Rothwell



CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: Jason Souden

Address: 22 Freedom Way
Bedford (Street) (Unit)
Bedford (City) NH (State) 03110 (Zip)

Phone Number: _____

Customer Account Number: 134239-2742

Address of Property for which Abatement is Requested:
88 Prospect St
Manchester (Street) (Unit)
Manchester (City) NH (State) 03104 (Zip)

Billing Period: July 2015 - October 2015

Amount of Abatement Request: \$350.00

Reason for Abatement Request: There was a bad toilet flapper in unit 1 causing the toilet to run constantly. The tenant did not advise me of the situation. Once the bill was received I inspected all toilets found faulty flapper & replaced it.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Jason Souden
(Signature)

11/13/15
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 11/18/2015

Customer Name: Delany

Account #: 121379-15582

Combined Billing

Property Address: 279 Clay St

Reason for Request: toilet leak

Service Dates: 6/19/15 - 9/17/15

Bill Date: 10/21/2015

Consumption: 102 ccf

% Increase from Average: 237%

Average Consumption: 43 ccf

Based on: 5 year average

Difference: 59 ccf

Other Comments:

EPD Recommendation: Deny abatement as does not exceed 250% threshold

JM

Abatement Total: 0 ccf at \$ 3.47 \$ -

Highway Recommendation: Deny

Date: 12/16/15

Received via fax
11/18/2015 11:30 M&M Ford

(FAX)603 736 8080

P.001/001

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Rick Rothwell
Bill Skouteris
Andrew Provencher

CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: George P. Delaney III

Address: 261 Alsace St.
(Street)

Manchester (City) N.H. (State) 03102 (Unit/Zip)

Phone Number: (603) 315-3615 / (603) 624-6935 (Zip)

Customer Account Number: 121379-15582

Address of Property for which Abatement is Requested:

279 Clay St.
(Street)

Manchester (City) N.H. (State) 03103 (Unit/Zip)

Billing Period: 6/19/2015 - 9/17/2015

Amount of Abatement Request: \$260.00

Reason for Abatement Request: The 3rd floor apartment toilette constantly ran for 3 weeks. I was not notified of the concern when it first started.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

Constantly running toilette

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

George P. Delaney III
(Signature)

11/18/2015
(Date)

96

**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 11/18/2015

Customer Name: Salvi

Account #: 137755-67194

Combined Billing

Property Address: 618-620 Prescott St

Reason for Request: leaking faucet

Service Dates: 3/27/15 - 6/23/15

Bill Date: 7/29/2015

Consumption: 116 ccf

% Increase from Average: 290%

Average Consumption: 40 ccf

Based on: 5 year average

Difference: 76 ccf

Other Comments: _____

EPD Recommendation: Grant abatement as exceeds 250% threshold

JFM

Abatement Total: 76 ccf at \$ 3.47 \$ 263.72

Highway Recommendation: Abate

Date: 12/16/15

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Received 11/18/15
via e-mail

Commission
Raymond Hebert
Harold Sullivan
Rick Rothwell
Bill Skouteris
Andrew Provencher

CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: Santosh Salvi

Address: PO Box 979

Nashua (Street) NH (Unit) 03061
(City) (State) (Zip)

Phone Number: _____

Customer Account Number: 137755-67194

Address of Property for which Abatement is Requested:
618-620 Prescott Street

Manchester (Street) NH (Unit) 03103
(City) (State) (Zip)

Billing Period: 03/27/15 TO 06/23/15 (116 cu feet)

Amount of Abatement Request: ~~\$131.60 (water)~~ \$450

Reason for Abatement Request: This is the rental unit. one of the tenant has water leakage in the faucet.

She never ever informed me. once I received the water bill, I have done the inspection in each unit and found out the issue
If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

San Salvi
(Signature)

11/18/15
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 11/20/2015
Customer Name: Kelley Account #: 111671-59448
Property Address: 146 Salmon St
Combined Billing

Reason for Request: running toilet

Service Dates: 5/29/15 - 11/25/15 Bill Date: 9/23/15 & to be billed

Consumption: 368 ccf % Increase from Average: 335%

Average Consumption: 110 ccf Based on: 5 yr average

Difference: 258 ccf

Other Comments: repair bill provided

EPD Recommendation: Grant abatement as exceeds 250% threshold

WJM

Abatement Total: 258 ccf at \$ 3.47 \$ 895.26

Highway Recommendation: Abate Date: 12/16/15

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Received 11/20/15
via e-mail
Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Pauline Kelley
Address: 146 Salmon Street
Manchester (Street) NH (Unit) 03104 (City) (State) (Zip)
Phone Number: 6061-9445 (State) (Zip)
Customer Account Number: 133181-3954

Address of Property for which Abatement is Requested:
(Street) (same as above) (Unit)
(City) (State) (Zip)

Billing Period: 5/29/15 - 8/24/15 (Bill date 9/23/15)

Amount of Abatement Request: \$545 -

Reason for Abatement Request: Running toilet on third floor unreported by former tenant

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Pauline Kelley
(Signature)

11-18-15
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 12/7/2015

Customer Name: Masiello

Account #: 111671-59448
Combined Billing

Property Address: 268 Charlotte St

Reason for Request: leaking outside faucets

Service Dates: 7/8/15 - 10/8/15

Bill Date: 11/4/2015

Consumption: 119 ccf

% Increase from Average: 425%

Average Consumption: 28 ccf

Based on: 5 yr average

Difference: 91 ccf

Other Comments: repair bill provided

EPD Recommendation: Grant abatement as exceeds 250% threshold

Fjm

Abatement Total: 91 ccf at \$ 3.47 \$ 315.77

Highway Recommendation: Abate

Date: 12/16/15

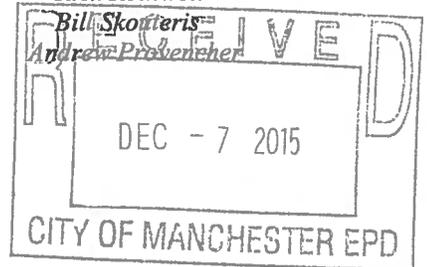
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Rick Rothwell



CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Anna (and Phil) Masiello

Address: 268 Charlotte St
(Street) Manchester NH 03103
(City) (State) (Zip)

Phone Number: 603 647 9959

Customer Account Number: 111671 - 59448

Address of Property for which Abatement is Requested:
268 Charlotte St
(Street) Manchester NH 03103
(City) (State) (Zip)

Billing Period: 7/08/15 - 10/08/15

Amount of Abatement Request: \$350.00

Reason for Abatement Request: Water bill is almost 3 times normal use. Paul came out from water dept, re-read meter and checked inside of house. We had previous 2 water leaks before he came out that we had plumber repair. In 15 years we haven't had such a high bill.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.
Outside water faucet in back yard was leaking for awhile. My husband tried to repair AND broke faucet. We hired a plumber who replaced both front & back yard faucets. It was probably leaking for a long time before we noticed it.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature] (Signature) 12/5/15 (Date)

Thank you for your consideration

96

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 12/9/2015

Customer Name: Witte

Account #: 140145-17634
Combined Billing

Property Address: 70 Notre Dame Ave

Reason for Request: running toilet & leaking pipe

Service Dates: 7/23/15 - 10/23/15

Bill Date: 11/25/2015

Consumption: 179 ccf

% Increase from Average: 267%

Average Consumption: 67 ccf

Based on: 5 yr average

Difference: 112 ccf

Other Comments: repair receipt provided

EPD Recommendation: Grant abatement as exceeds 250% threshold

JM

Abatement Total: 112 ccf at \$ 3.47 \$ 388.64

Highway Recommendation: Abate

Date: 12/16/15

Rec'd via e-mail
12/9/15

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



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

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Hellmuth Witte

Address: 5670 Tomah Dr
(Street)

Colorado Springs CO 80918
(City) (State) (Zip)

Phone Number: 603-391-1462

Customer Account Number: 140145-17634

Address of Property for which Abatement is Requested:

70 Notre Dame Ave
(Street)

Manchester NH 03102
(City) (State) (Zip)

Billing Period: 7/23/15 - 10/23/15

Amount of Abatement Request: \$600

Reason for Abatement Request: Leaking pipe and running toilet.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

12/9/15
(Date)

**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 12/10/2015

Customer Name: McNeill

Account #: 134233-33640
Combined Billing

Property Address: 31 Ellis Ave

Reason for Request: outside water usage

Service Dates: 6/12/15-9/11/15

Bill Date: 10/14/2015

Consumption: 82 ccf

% Increase from Average: 373%

Average Consumption: 22 ccf

Based on: 5 yr average

Difference: 60 ccf

Other Comments: _____

EPD Recommendation: Grant abatement as exceeds 250% threshold

JG
12-10-15

Abatement Total: 60 ccf at \$ 3.47 \$ 208.20

Highway Recommendation: Abate

Date: 12/16/15

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



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

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Fred McNeill

Address: 31 Ellis Ave.
(Street)
Manchester NH 03189
(City) (State) (Zip)

Phone Number: 669-1149

Customer Account Number: 134223-33640

Address of Property for which Abatement is Requested:
31 Ellis Ave
(Street)
Manchester NH 03189
(City) (State) (Zip)

Billing Period: Cycle - 5 Route - 9 6/12 to 9/11/15

Amount of Abatement Request: _____

Reason for Abatement Request: Left garden sprinkler on
for the weekend by mistake.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

Water went into garden....

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Fred McNeill
(Signature)

12/10/15
(Date)

**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 11/23/2015

Customer Name: lafayette

Account #: 12619-8222

Combined Billing

Property Address: 650 Green St

Reason for Request: 2 toilets leaking

Service Dates: 4/03/15-6/24/15 & 6/24/15-9/22/15

Bill Date: 7/29/15 & 10/28/15

Consumption: 238 ccf

% Increase from Average: 238%

Average Consumption: 100 ccf

Based on: 5 yr average

Difference: 138 ccf

Other Comments: _____

EPD Recommendation: Deny Abatement does not exceed 250% threshold

Jm

Abatement Total: 0 ccf at \$ 3.47 \$ -

Highway Recommendation: Deny

Date: 1/11/16

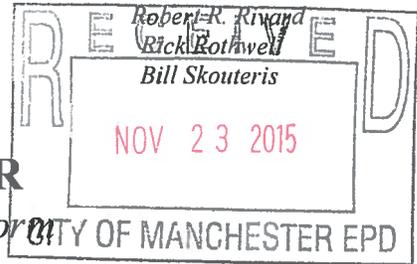
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan



CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: FRANCIS LAFAYETTE

Address: 650 GREEN ST 1
(Street) (Unit)

MANCHESTER N.H. 03103
(City) (State) (Zip)

Phone Number: 603 869 2294

Customer Account Number: 12619-8222

Address of Property for which Abatement is Requested:
650 GREEN ST
(Street)

MANCHESTER N.H. 03103
(City) (State) (Zip)

Billing Period: 6/24/15 - 9-22-15

Amount of Abatement Request: 77.50 = 381.03

Reason for Abatement Request: 2 Leaking Toilets
Repaired 11/18/15 by Roto-Rooter Inc.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Francis Lafayette
(Signature)

11-19-15
(Date)

**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 11/23/2015

Customer Name: Subject Stephen

Account #: 155791-75270
Combined Billing

Property Address: 109 Highview Terrace

Reason for Request: Outside watering

Service Dates: 5/13/15-8/11/15

Bill Date: 9/9/2015

Consumption: 441 ccf

% Increase from Average: 185%

Average Consumption: 239 ccf

Based on: 5 yr average

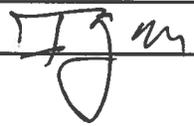
Difference: 202 ccf

Other Comments: _____

EPD Recommendation: Deny

Did not follow thru with Deduct process

See #8 of sewer fee abatement policy



Abatement Total: 0 ccf at \$ 3.47 \$ -

Highway Recommendation: Deny

Date: 1/11/16

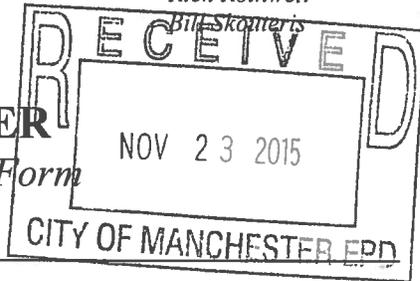
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



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



CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: Robert Stephen

Address: 109 Highview Terrace
(Street) (Unit)

Manchester NH 03104
(City) (State) (Zip)

Phone Number: 603-315-1710

Customer Account Number: 155791-75270 (Water works)

Address of Property for which Abatement is Requested:
109 Highview Terrace
(Street) (Unit)

Manchester NH 03104
(City) (State) (Zip)

Billing Period: October 28, 2015

Amount of Abatement Request: 1442.92

Reason for Abatement Request: I did not put this water into the City Sewerage; IT NEVER entered the sewer; IT went into my lawn via an irrigation system; I recently purchased a deduct meter and, being the first time at Highview Terrace, did not realize I needed

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

IT WAS Discharged into my Lawn; The City should not be able to bill for a service it did not provide, i.e., it did not receive and process \$1,442.92 of water and should not

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place. That would be an UNJUST ENRICHMENT and would be ACTIONABLE. Deduct meter is in place and active now.

Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

11/19/15
(Date)

**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 11/24/2015

Customer Name: Makesk K C

Account #: 175599-204540

Combined Billing

Property Address: 59 Treetop Lane

Reason for Request: Deduct Meter Usage

Service Dates: 7/22/15 - 10/21/15

Bill Date: 11/18/2015

Consumption: 241 ccf

% Increase from Average: _____

Average Consumption: - ccf

Based on: Prior owner aver.
54 ccf

new owner - no history

Difference: 241 ccf

Other Comments: Prior owner purchased deduct in May 2012 but did not follow through with inspections.
New owner finished deduct inspection 12/14/15. MWW noted 359 reading at that time.
Use prior owners 2012-2015 summer usage to prorate the 359 meter set read.

EPD Recommendation: Grant abatement for 187ccf of usage



Abatement Total: 187 ccf at \$ 3.47 \$ 648.89

Highway Recommendation: Abate

Date: 11/11/16

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert Rivard
Rick Rothwell
Bill Skouteris

NOV 24 2015

CITY OF MANCHESTER Sewer Fee Abatement Request Form

MANCHESTER

Name: Maresh KC

Address: 59 Treetop Lane

Manchester (Street) NH (Unit)
(City) (State) (Zip)

Phone Number: 617-501-1189

Customer Account Number: 175599-204540

Address of Property for which Abatement is Requested:
59 Treetop Lane

Manchester (Street) NH (Unit)
(City) (State) (Zip)

Billing Period: ~~5/20/15~~ ~~6/1~~ 7/22/15 - 10/21/15

Amount of Abatement Request: \$695

Reason for Abatement Request: It had a deduct meter, but the prior owners didn't follow the instruction.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Maresh KC
(Signature)

11/24/15
(Date)

✓
**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 12/16/2015

Customer Name: Williams

Account #: 157123-66972

Combined Billing

Property Address: 621-623 Hevey St

Reason for Request: toilet running

Service Dates: 7/24/15-10/26/15

Bill Date: 11/25/2015

Consumption: 548 ccf

% Increase from Average: 589%

Average Consumption: 93 ccf

Based on: 5 yr average

Difference: 455 ccf

Other Comments: _____

EPD Recommendation: Grant abatement as exceeds 250% threshold

FJM

Abatement Total: 455 ccf at \$ 3.47 \$ 1,578.85

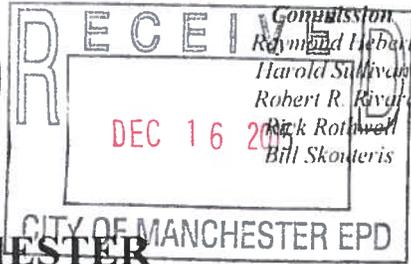
Highway Recommendation: Abate

Date: 1/11/16

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Christopher Williams

Address: PO Box 641022
(Street)

SAN FRANCISCO (City) CA (State) 94164 (Unit)
(Zip)

Phone Number: 603-235-7029

Customer Account Number: 157123 - 66972

Address of Property for which Abatement is Requested:

621-623 Hevey St #1
(Street) (Unit)

Manchester (City) NH (State) 03102 (Zip)

Billing Period: 7/24/15 to 10/26/15

Amount of Abatement Request: \$1615.00

Reason for Abatement Request: TENANT WAS BEING EVICTED. SHE LEFT TOILET RUNNING, AND SINK AT TIMES, AND DID NOT NOTIFY US. NOR WOULD SHE LET ME IN THE BUILDING. SHE FINALLY LEFT END OF OCT AND WE REPAIRED THE TOILET.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

MOSTLY IN BATH ROOM TOILET ON 1ST FLOOR

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Christopher Williams
(Signature)

12/14/15
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 12/18/2015

Customer Name: Williamson

Account #: 86559-64988

Combined Billing

Property Address: 175-179 Hanover St

Reason for Request: running toilet in vacant apartment

Service Dates: 5/12/15-11/10/15

Bill Date: 9/9/15 & 11/25/15

Consumption: 111 ccf

% Increase from Average: 358%

Average Consumption: 31 ccf

Based on: 5 yr average

Difference: 80 ccf

Other Comments: _____

EPD Recommendation: Grant abatement as exceeds 250% threshold

_____ *FJM*

Abatement Total: 80 ccf at \$ 3.47 \$ 277.60

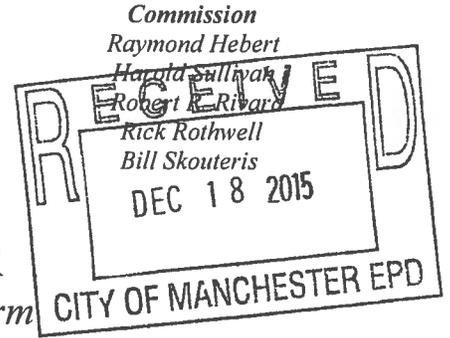
Highway Recommendation: Abate

Date: 1/11/16

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



CITY OF MANCHESTER Sewer Fee Abatement Request Form

OR NOV 13, an inspector arrived, found the problem, closed the valve, and the problem was resolved.

Name: Anne Williamson

Address: 177 HANOVER ST

MANCHESTER (City) New Hampshire (State) 03104 (Unit)
(Zip)

Phone Number: 603-623-4638

Customer Account Number: 26559-64988

Address of Property for which Abatement is Requested:

175-179 HANOVER ST (Street) (Unit)
MANCHESTER (City) New Hampshire (State) 03104 (Zip)

Billing Period: 5/12/15 - 11/3/15

Amount of Abatement Request: \$275

Reason for Abatement Request: toilet failure in an apartment unit
for fifteen years.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.
From approximately 12/14/14 - 11/13/15 the toilet leaked in a vacant apartment unit continuing filling and leaking and progressively worsened until an Nov 9 MWW called to inquire about the extremely high water usage and schedule an inspection of the premises.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Anne Williamson
(Signature)

11/17/15
(Date)

**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 12/21/2015

Customer Name: Thompson

Account #: 57239-39998

Combined Billing

Property Address: 196 Douglas St

Reason for Request: leaking toilet

Service Dates: 7/22/15-10/21/15

Bill Date: 11/25/2015

Consumption: 712 ccf

% Increase from Average: 2848%

Average Consumption: 25 ccf

Based on: 5 yr average

Difference: 687 ccf

Other Comments: _____

EPD Recommendation: Grant abatement as exceeds 250% threshold

Jm

Abatement Total: 687 ccf at \$ 3.47 \$ 2,383.89

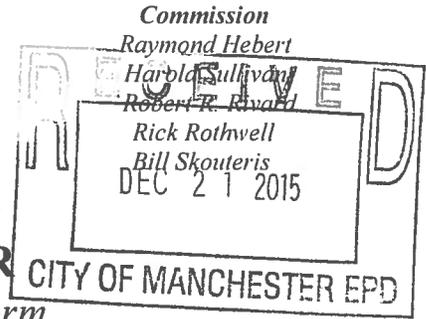
Highway Recommendation: Abate

Date: 1/11/16

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Constance Thompson

Address: 3 Durette Ct

Manchester (Street) N.H. (Unit) 03102 (Zip)
(City) (State)

Phone Number: 603 626-4332

Customer Account Number: #57239-39998

Address of Property for which Abatement is Requested:
196 Douglas Street

Manchester (Street) N.H. (Unit) 03102 (Zip)
(City) (State)

Billing Period: 7-22-15 — 10-21-15

Amount of Abatement Request: Anything at this point

Reason for Abatement Request: She let the toilet run without calling me. She thought nothing of it first closed the door so she couldn't hear it

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Constance Thompson
(Signature)

12-17-15
(Date)

✓
**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 12/24/2015

Customer Name: Pillar manors

Account #: 130959-65192

Combined Billing

Property Address: 488-490 Hanover St

Reason for Request: 4 toilets leaking

Service Dates: 8/7/15-11/10/15

Bill Date: 12/9/2015

Consumption: 266 ccf

% Increase from Average: 443%

Average Consumption: 60 ccf

Based on: 5 yr average

Difference: 206 ccf

Other Comments: _____

EPD Recommendation: Grant abatement as exceeds 250% threshold

JFM

Abatement Total: 206 ccf at \$ 3.47 \$ 714.82

Highway Recommendation: Abate

Date: 1/11/16

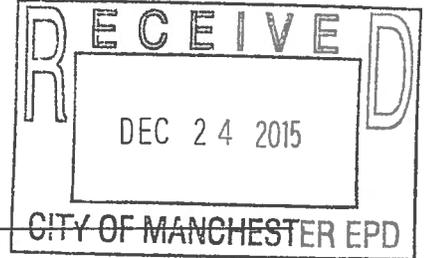
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Rick Rothwell
Bill Skouteris
Andrew Provencher



CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: Pillar Manor

Address: 498 Hanover St # 3
(Street) (Unit)
Manchester NH 03104
(City) (State) (Zip)

Phone Number: 603-858-2223

Customer Account Number: 130959-65192

Address of Property for which Abatement is Requested:
488-490 Hanover Street
(Street) (Unit)
Manchester NH 03104
(City) (State) (Zip)

Billing Period: 8/10/15 - 11/9/15

Amount of Abatement Request: \$ 930.00

Reason for Abatement Request: 4 toilets were Running & Leaking
Bill is over - Bill attacked
Water works called to let me know water Bill was
way over normal usage - suggested water works to cure

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

4 Leaking & Running toilets

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

12/20/15
(Date)

✓
**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 12/28/2015

Customer Name: Tappenden Properties LLC

Account #: 123817-20306

Combined Billing

Property Address: 360 Coolidge Ave

Reason for Request: Toilet leak

Service Dates: 7/24/15-10/23/15

Bill Date: 11/25/2015

Consumption: 212 ccf

% Increase from Average: 233%

Average Consumption: 91 ccf

Based on: 5 yr average

Difference: 121 ccf

Other Comments: _____

EPD Recommendation: Deny abatement does not exceed 250% threshold

Jm

Abatement Total: ~~121~~ ccf at \$ 3.47 \$ ~~419.87~~

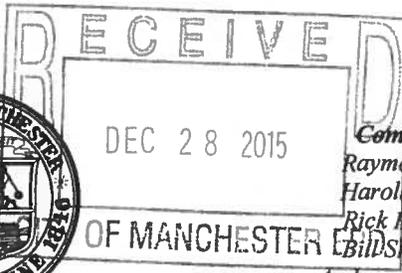
Highway Recommendation: Deny

Date: 1/11/16 *JG*

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Rick Rothwell
Bill Skouteris
Andrew Provencher

CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: TAPPENDEN PROPERTIES LLC, RICHARD G. KUNL, MANAGER

Address: B CHRISTMAS TREE CIRCLE
(Street) (Unit)
BEDFORD NH 03110
(City) (State) (Zip)

Phone Number: 603 472-9968

Customer Account Number: 123817-20306

Address of Property for which Abatement is Requested:
300 COOKIDGE AVENUE
(Street) (Unit)
MANCHESTER NH 03110
(City) (State) (Zip)

Billing Period: 7/26/15 - 10/23/15

Amount of Abatement Request: 2400.00

Reason for Abatement Request: FOUND LORRY TOILET FLAP IN APT. 4.
ROMEDIATED THE PROBLEM.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Richard G. Kunl
(Signature)

12/23/15
(Date)

**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 12/30/2015

Customer Name: J.N. Boufford & Sons Funeral Home

Account #: 451-326

Combined Billing

Property Address: 106 Bridge St

Reason for Request: Broken pipe under crushed stone

Service Dates: 8/20/15-11/23/15

Bill Date: 12/23/2015

Consumption: 404 ccf

% Increase from Average: 622%

Average Consumption: 65 ccf

Based on: 5 yr average

Difference: 339 ccf

Other Comments: Repairs made by in house maintenance

EPD Recommendation: Grant abatement as exceeds 250% threshold

JM

Abatement Total: 339 ccf at \$ 3.47 \$ 1,176.33

Highway Recommendation: Abate

Date: 1/11/16

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



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

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: J. N. Boufford & Sons Funeral Home

Address: 110 Bridge St
(Street)
Manchester NH 03101
(City) (State) (Unit)

Phone Number: 625-6436 cell 345-6322
(City) (State) (Zip)

Customer Account Number: 451-326

Address of Property for which Abatement is Requested:
106 Bridge St.
(Street)
Manchester NH 03101
(City) (State) (Unit)

Billing Period: Aug 20, 2015 - Nov 23, 2015

Amount of Abatement Request: 1,200 - Approx.

Reason for Abatement Request: Broken pipe underneath crushed stone

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Edmond B. Baker 12/31/2015
(Signature) (Date)

**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 1/4/2016

Customer Name: Clackler

Account #: 139745-15144
Combined Billing

Property Address: 747 Lake Ave

Reason for Request: New Grass lots of watering

Service Dates: 6/29/15-9/25/15

Bill Date: 10/29/2015

Consumption: 87 ccf

% Increase from Average: 791%

Average Consumption: 11 ccf

Based on: 5 yr average

Difference: 76 ccf

Other Comments: _____

EPD Recommendation: Approve abatement request as it exceeds 250%.

Jm

Abatement Total: 76 ccf at \$ 3.47 \$ 263.72-

Highway Recommendation: Abate

Date: 1/11/16

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

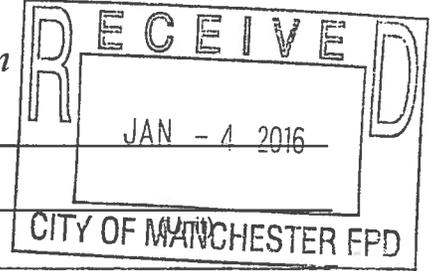
Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



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

CITY OF MANCHESTER Sewer Fee Abatement Request Form



Name: CHARLES CLACKLER
Address: 747 LAKE AVE
(Street)
MANCHESTER, NH. 03109
(City) (State) (Zip)
Phone Number: 603-623-1757

Customer Account Number: 139745-15144

Address of Property for which Abatement is Requested:
747 LAKE AVE
(Street) (Unit)
MANCHESTER NH 03109
(City) (State) (Zip)

Billing Period: 6-29-15 through 9/25/15

Amount of Abatement Request: \$ 300.00

Reason for Abatement Request: THE INCREASE IS DUE TO HAVING NEW GRASS PLANTED AND WATERING THE GRASS CONSISTANTLY IN ORDER TO GET IT GROWING & HEALTHY. ALL OTHER WATER USAGE HAS STAYED THE SAME AND IS CONSISTANT

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.
N/A ALTHOUGH I AM A RETIRED FEDERAL EMPLOYEE - RETIRED ON DISABILITY AND LIVE ON A FIXED INCOME THAT BARELY PAYS MY BILLS EACH MONTH. THEREFORE, ANY ASSISTANCE FROM YOU WOULD BE GREATLY, GREATLY APPRECIATED.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
Yes No (NOT LEAKING) ALTHOUGH THE INCREASE WAS FOR LAWN IRRIGATION.

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Charles Clackler (Signature) Dec 26, 2015 (Date)

**CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation**

Date Received: 1/6/2016

Customer Name: Weaver

Account #: 170265-29740
Combined Billing

Property Address: 1183 Bridge St

Reason for Request: Water leak from toilet

Service Dates: 8/11/15-11/13/15

Bill Date: 12/9/2015

Consumption: 38 ccf

% Increase from Average: 345%

Average Consumption: 11 ccf

Based on: last 5 quarters limited history

Difference: 27 ccf

Other Comments: _____

EPD Recommendation: _____

Grant abatement as exceeds 250% threshold.

JFM

Abatement Total: 27 ccf at \$ 3.47 \$ 93.69

Highway Recommendation: Abate

Date: 1/11/16

61% credit

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



RECEIVED
JAN 06 ENT'D

Commission
Raymond Hebert
Harold Sullivan
Rick Rothwell
Bill Skouteris
Andrew Provencher

CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: Kevin Weaver

Address: 1183 Bridge Street
(Street) (Unit)
Manchester NH 03104
(City) (State) (Zip)

Phone Number: 603-305-5172

Customer Account Number: 170265-29740

Address of Property for which Abatement is Requested:
1183 Bridge Street
(Street) (Unit)
Manchester NH 03104
(City) (State) (Zip)

Billing Period: 09/08/15 - 12/08/15

Amount of Abatement Request: \$150 in reduction to the original \$250.54 bill

Reason for Abatement Request: Extremely high bill due to unforeseen events, toilet leak.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.
There was a toilet leak that caused some water damage in the ceiling in the basement. The leak was at the base connection of the toilet to the subfloor there was no way of knowing it was leaking since the ceiling that received the water damage was in a closet that's rarely used in the basement.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes X No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.


(Signature)

1/6/16
(Date)

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that \$10,000 be taken out of the Parks Enterprise Fund to pay for drawings/plans for the locker room improvements at JFK Coliseum.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



Cronin
Bisson &
Zalinsky P.C.
Attorneys at Law

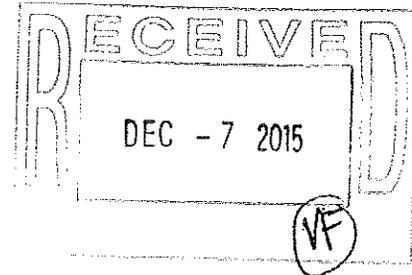
722 Chestnut Street | Manchester, NH 03104

p. 603.624.4333 | f. 603.623.5626

www.cbzlaw.com

John G. Cronin
Admitted in NH and MA

December 3, 2015



Honorable Theodore Gatsas, Mayor
City of Manchester
One City Hall Plaza
Manchester, New Hampshire 03104

James Roy, Chairman
CIP Committee
City of Manchester
One City Hall Plaza
Manchester, New Hampshire

Re: Friends of the JFK

Dear Mayor Gatsas and Chairman Roy:

I am writing on behalf of the Friends of JFK to introduce our organization, explain our mission, and request your support and assistance.

The Friends of JFK is made up of a civic minded group of individuals with connections to JFK Memorial Coliseum ice-skating rink ("JFK"). The organization is lead by George "Butch" Joseph, a Manchester resident with a historic reputation for the advancement of athletics in the City of Manchester. A census of the Friends of JFK members is enclosed for your reference. The mission of the organization is simple . . . to expand the two undersized locker rooms that are unsafe and not fit for use by hockey teams or any skating program.

It is well established that all the locker rooms at JFK are inadequate. All of the locker rooms were scheduled for renovation and improvement when JFK underwent renovations in 2006. Unfortunately, unexpected roof problems drained the budget and the locker rooms were excluded from the renovation project. Although the locker rooms are on the priority list of the CIP Committee projects, there is an urgent and immediate need to address the two undersized locker rooms.

We recognize that budgets are tight and insufficient to fund all programs and complete all desired community improvement projects. JFK is a vital hub for the community servicing the recreational needs of the community. The patrons deserve a safe and functional facility. The

Theodore Gatsas
James Roy
December 3, 2015
Page 2

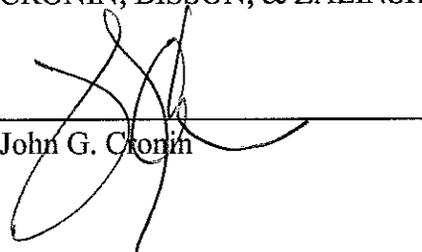
Friends of JFK are not asking the taxpayers to act alone. The organization is willing to solicit private donations to defray the costs of the improvements. To date, organization members and others have donated time and resources to survey the structure, undertake a conceptual analysis, and consider designs that provide the best cost benefit return for the patrons and the taxpayers. We respect the call for private participation in public projects.

The next step in the process is to engage an architect to prepare drawings. Once the drawings are complete, we can request bids and establish a budget. The hope is that the improvements can be made within the existing structural frame to minimize cost. We are requesting your participation in the funding for the architectural services and wish to discuss with you the level of commitment the City is willing to make to bring this modest project to fruition.

We are willing to come before you to discuss the organization, the time-line and the details of the project. On behalf of the organization, we thank you in advance for your support and cooperation.

Sincerely yours,
CRONIN, BISSON, & ZALINSKY, P.C.

By:



John G. Cronin

JGC:lma
Enclosure

FRIENDS OF JFK

Membership Roster

As of 12/03/2015

George "Butch" Joseph

Kim Joseph

John Cronin

Mike Gibeault

Tom Grant

Steve Meisel

Mark Putney

Paul Lemire

John Habib

Mark Morin

Dan O'Neil

Ken Roberge

Ron Ludwig

Jay High

Dave Elliott

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the petition to discontinue a portion of Bedford Street be referred to a road hearing to be scheduled at a later date by the City Clerk.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

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

The Undersigned respectfully represent that for the accommodation of the public there is occasion for discontinuing a highway.

Beginning at the point of intersection of the northerly line of Spring Street, with the centerline of North Bedford Street, said point being at about station 7+66, as shown on plans of Manchester Housing Authority, Manchester, New Hampshire, Amoskeag Millyard Project, Project No. NH R-7 Site Preparation Contract No. 4, by Metcalf & Eddy, Inc., Engineers, Dated January 24, 1978, and on file at the Manchester Highway Department; thence northerly along the centerline shown on said plans, a distance of 416', more or less, to the northerly face of the westbound span of the existing Bridge Street bridge, at about station 3+50 on said plan, meaning and intending to discontinue the portion of North Bedford Street as show on said plan.

Said above described line is the centerline of the highway, the highway is of various widths as shown on said plan and is known as North Bedford Street, in said City.

This portion of North Bedford Street was laid out by the Board of Mayor and Aldermen on October 12, 1976 and recorded in Highways, Streets and Bridges Book 17, Page 17 at the Office of the City Clerk.

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

Dated at the City of Manchester, New Hampshire this 21st day of Septemer 2015.

By: _____

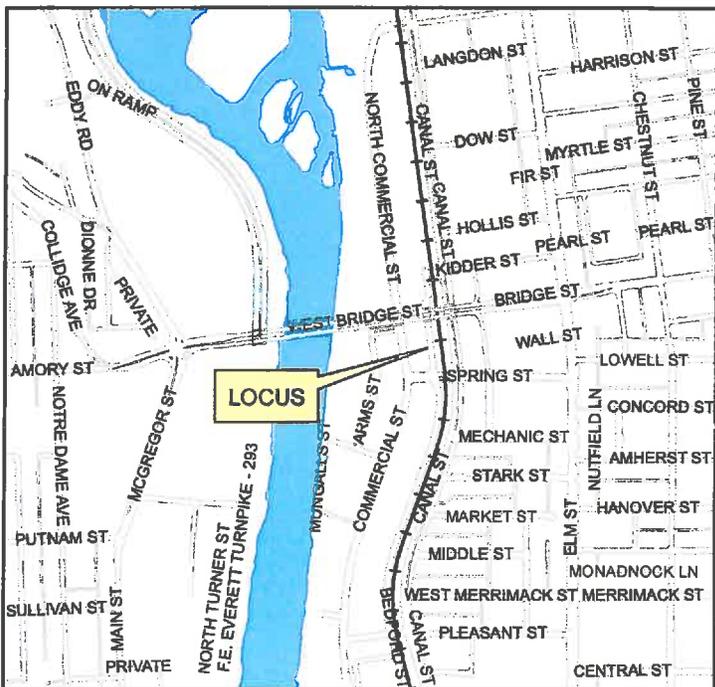
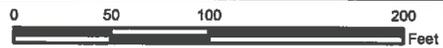
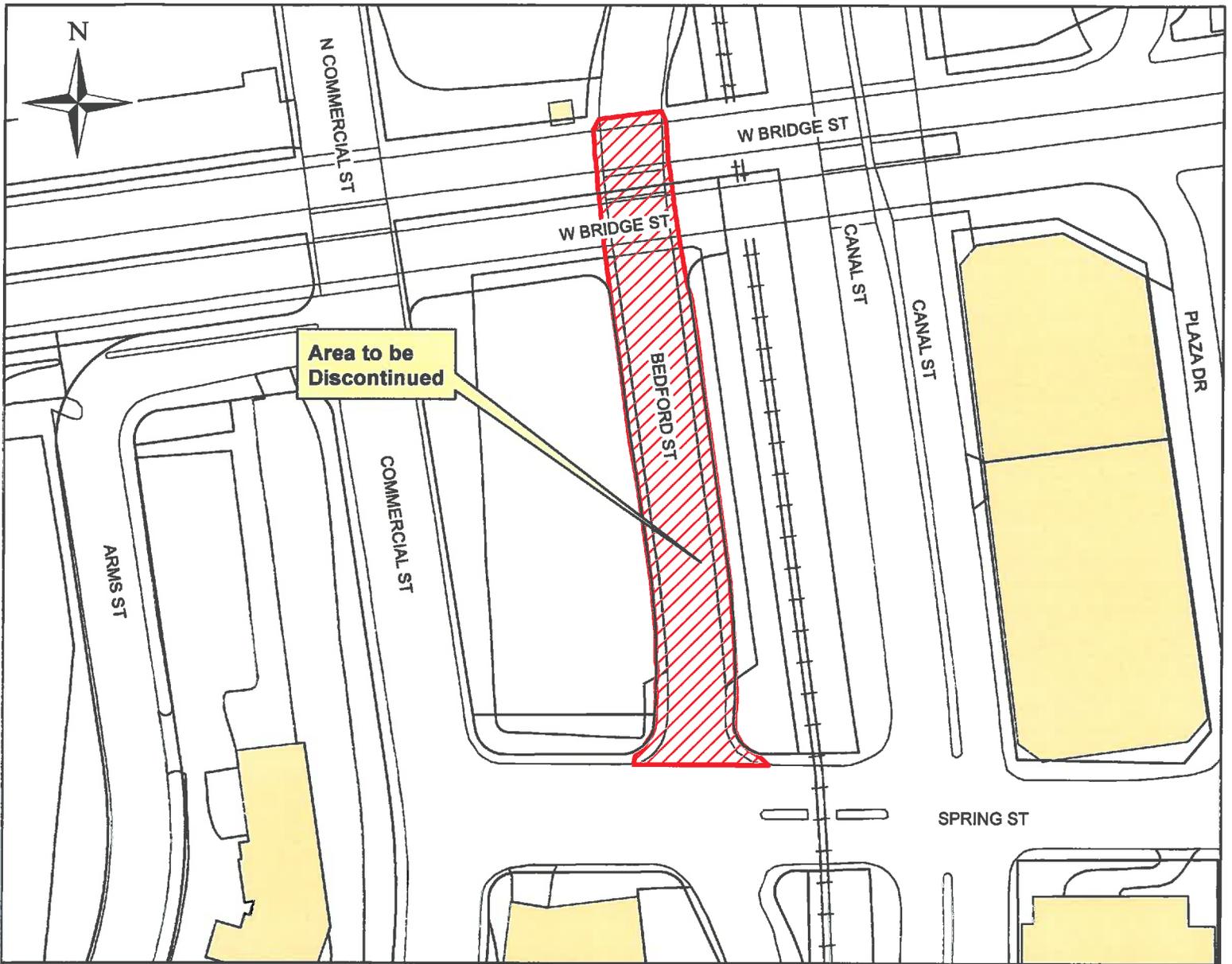

Mr. William Craig

Director

Economic Development Office

City of Manchester

Manchester, New Hampshire



Discontinuance of North Bedford Street



Manchester, NH

August 26, 2015



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning & Land Use Management
Building Regulations
Code Enforcement Division
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director Planning & Zoning

Matthew M. Sink
Deputy Director Building Regulations

September 24, 2015

Alderman Jim Roy, Chairman
Committee on Community Improvement
Board of Mayor and Aldermen
One City Hall Plaza
Manchester, NH 03101

Subject: Petition to Discontinue a Portion of Bedford Street

Dear Alderman Roy,

Staff of the Planning and Community Development Department has reviewed the petition to discontinue the portion of the Bedford Street right-of-way that was submitted to the City Clerk's Office by letter dated September 21, 2015. PCD has no objection to the petition. Discontinuance of the proposed section of Bedford Street should not have a significant impact on traffic, as other streets provide access abutting parcels. Further, the discontinuance would not be contrary to the city's zoning ordinance or master plan.

There are a few matters that the CIP Committee may wish to consider, should the committee want to recommend approval of the discontinuance. First, the right-of-way for Bedford Street passes under Bridge Street. The committee may wish to make it clear that the Bridge Street right-of-way is not part of the discontinuance. Second, please note that both sewer and drain pipes pass under the section of Bedford Street that is to be discontinued. If the underlying land is conveyed out of the city's ownership, easements would need to be secured for maintenance.

PCD staff will be available at your next meeting, should you have any questions.

Sincerely,

Jeffrey Belanger
Senior Planner

Copy: Kevin Shepard, P.E.
Public Works Director

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

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

Timothy J. Clougherty
Deputy Public Works Director



Commission
Raymond Hebert
Hal Sullivan
Rick Rothwell
Bill Skouteris
Toni Pappas

CITY OF MANCHESTER
Department of Public Works

December 7, 2015

Community Improvement Committee of the Board of Mayor and Aldermen
City Hall
c/o Matthew Normand, City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

RE: DISCONTINUANCE OF A PORTION OF NORTH BEDFORD STREET

Dear Committee Members,

We have reviewed the referenced item and have found the following:

The petitioned portion of North Bedford Street, became a public street by action of the Board of Mayor and Alderman on October 12, 1976, with the action recorded in Highway Streets and Bridges book 17 page 17. Being a public street, this discontinuance petition needs a public road hearing with abutter notification.

The Highway Department supports the discontinuance petition with the condition that easement rights are reserved for repair or replacement of all utilities within the petitioned area.

Sincerely,

Kevin Sheppard, PE
Public Works Director

RKM
cc: File

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the request to change CIP 810115 CAD Upgrade to reflect the itemized overtime costs be approved.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

Jennie Angell
Director, Information Services



CITY OF MANCHESTER
Information Systems Department

January 6, 2016

Alderman William Shea, Chairman
CIP Committee
One City Hall Plaza
Manchester, NH 03101

Re: CIP Project # 810115 CAD System Upgrade

I am requesting the following changes be made to the CIP project #810115 Computer Aided System Upgrade. Overtime costs were itemized in the original request description but were not itemized on the form.

Salaries and Wages	\$28,100
Fringe Benefits	\$10,600
Other	\$1,261,300

The total project remains at \$1,300,000 and no additional money is being requested.

Please contact me if you need additional information and I will be at the scheduled CIP meeting.

Sincerely,

Jennie Angell

Cc: Chief James Burkush
Chief Enoch Willard

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

CIP BUDGET AUTHORIZATION

CIP#:

Project Year:

CIP Resolution:

Title:

Amending Resolution:

Administering Department

Revision:

Project Description:

Federal Grants

Federal Grant:

Environmental

Review Required:

Grant Executed:

Completed:

Critical Events

1	Project Initiation	7/1/2014
2	Project Completion	6/30/2015
3		
4		
5		
		6/30/2015

Line Item Budget

	BOND			TOTAL
Salaries and Wages	\$28,100.00	\$0.00	\$0.00	\$28,100.00
Fringes	\$10,600.00	\$0.00	\$0.00	\$10,600.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,261,300.00	\$0.00	\$0.00	\$1,261,300.00
TOTAL	\$1,300,000.00	\$0.00	\$0.00	\$1,300,000.00

Revisions

#1 - Re-distributes Line Item Budgets to accurately reflect expenses incurred.

Comments:

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$25,000 for CIP 411516 Video Monitoring Equipment Upgrade be approved.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long horizontal flourish at the end.

Clerk of Committee



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

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

Leon L. LaFreniere, AICP
Director

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

Michael J. Landry, PE, Esq.
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman William Shea,
Chairman, CIP Committee

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

Date: January 25, 2016

Re: Police Department - CIP #411516 – Video Monitoring Equipment Upgrade

New Funding

The Police Department has notified us that the City has received new funding from the State of New Hampshire Department of Safety totaling \$25,000 to purchase necessary video monitoring equipment to upgrade and improve the security in and around the Police Department building as recommended by Homeland Security.

As such, we have prepared the appropriate CIP Amending Resolution and Budget Authorization Form necessary for program initiation.

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

CIP BUDGET AUTHORIZATION

CIP#: 411516	Project Year: 2016	CIP Resolution: 6/9/2015
Title: Video Monitoring Equipment Upgrade	Amending Resolution: 2/16/2016	
Administering Department: Police Department	Revision:	

Project Description: Video Monitoring Equipment will be purchased to upgrade and improve the security in and around the Police Department building as recommended by Homeland Security.

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

Critical Events	
1. Project Initiation	12/2/2015
2. Project Completion	8/31/2018
3.	
4.	
5.	
	8/31/2018

Line Item Budget	STATE			TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$25,000.00	\$0.00	\$0.00	\$25,000.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$25,000.00	\$0.00	\$0.00	\$25,000.00

Revisions:

Comments: Funds received from the State of New Hampshire Department of Safety. Program initiation and completion dates determined by the grantor.

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Five Thousand Dollars (\$25,000) for the FY 2016 CIP 411516 Video Monitoring Equipment Upgrade.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept State funds to purchase video monitoring equipment;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By adding:

FY 2016 CIP 411516 Video Monitoring Equipment Upgrade - \$25,000 State

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

Chief of Police
Enoch F. Willard
Assistant Chief
Carlo T. Capano



Commission
Mark E. Roy, *Chairman*
Woullard H. Lett
William M. Clifford
Eva Castillo-Turgeon
Steven J. Spain

CITY OF MANCHESTER
Police Department

December 10, 2015

To: Todd Fleming
From: Steve Hoefft, BSO

Re: Video Monitoring Equipment Upgrade

Attached is a State of New Hampshire, Department of Safety Grant Award for an amount of \$25,000.00 for the Video Monitoring Equipment Upgrade.

This agreement is for 12/2/15 to 8/31/18.

The funds breakdown is as follows:

Equipment - \$25,000

Please process this as a project for approval.

Sincerely,

Steven L. Hoefft
Business Service Officer

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



State of New Hampshire



JOHN J. BARTHELMES
COMMISSIONER OF SAFETY

KEVIN P. O'BRIEN
RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONERS

DEPARTMENT OF SAFETY

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305

Tel: (603) 223-3889
Speech/Hearing Impaired
TDD Access Relay NH 1-800-735-2964

December 2, 2015

Mr. Jonathan Hopkins
Administrative Captain
Manchester Police Department
405 Valley Street
Manchester NH 03108

Re: 2015 Homeland Security Grant Program Award – Police Dispatch/Emergency Services - CI/KR

Dear Captain Hopkins:

It is my pleasure to inform you that upon review of your 2015 Homeland Security Grant Application, the Manchester Police Department has been awarded \$25,000.00. These funds are awarded under the 2015 Homeland Security Grant Program (HSGP) for the purchase of Video Monitoring Equipment as detailed in your application. Please refer to the attached "Approved Items Checklist" when submitting reimbursement requests and identify the items you have purchased. **This project will require an NEPA/EHP review and approval BEFORE purchasing begins.**

These grant awards are subject to federal program requirements and special conditions. Enclosed are your NEPA/EHP forms, federal grant terms and conditions, special conditions requirements, lobbying certification and acceptance of audit requirement forms. All signature forms must be returned to the Grants Management Unit within thirty (30) days of the date of this letter. Special conditions requirements must be responded to within forty-five (45) days of the date of this letter. In addition, this project must be implemented within 60 days following the grant award effective date or be subject to automatic cancellation of the grant. Failure to meet these requirements may result in a delay in reimbursement or cancellation of your grant award. This grant expires on August 31, 2018. If you feel there is any chance all work cannot be completed by that date, please decline this grant at this time. DHS has indicated that no grant extensions will be granted to the State or local subgrantees for these awards.

Additional information is also available at <http://www.nh.gov/safety/homeland/index.html>. We, at the Department of Safety, look forward to this opportunity to work diligently with local first responders, public safety officials, and other local and state officials and agencies to prepare and protect our citizens. It is our hope that we will never have to apply these skills, or use this equipment; however, we will work together to ensure that our ability to do so will be keen.

Sincerely,

Handwritten signature of John J. Barthelmes, Commissioner of Safety, in black ink.

John J. Barthelmes
Commissioner

SPECIAL CONDITIONS – FFY 2015

SUBGRANTEE: Manchester Police Department GRANT AWARD AMOUNT: \$25,000.00
GRANT TITLE: Police Dispatch/Emergency Services GRANT AWARD DATE: 12/2/2015
GRANT PROGRAM: CI/KR Allocation CFDA#: 97.067

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO *WITHIN THIRTY (30) DAYS* FROM THE AWARD DATE AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED. **THESE GRANT FUNDS EXPIRE ON August 31, 2018.** Accordingly per DHS/FEMA- Office of Financial & Grants Management guide: page 21: The award period is the period of time when Federal funding is available for obligation by the recipient. The recipient may charge to the grant only allowable costs resulting from the obligations incurred during the funding period... Any funds not properly obligated by the recipient within the grant award period will lapse and revert back to DOS or DHS/FEMA...The obligation period is the same as the award period listed on the award document.

BY SIGNING THIS FORM YOU AGREE TO THE CONDITIONS OF THIS GRANT.

* * * * *

1. Please note the following special conditions for your grant award:
 - a. Indicate which of the following is true regarding the project funded with these Homeland Security dollars by circling the correct selection (circle only one):
 - Sustaining or maintaining a capability acquired with federal homeland security funding;
 - ii. Sustaining or maintaining a capability acquired without federal homeland security funding; or
 - iii. Developing or acquiring a new core capability.
 - b. Per 2015 Grant Guidance, please provide your DUNS number here: 604507046
 - c. **No work can begin** until you have submitted your NEPA/EHP documentation to the Grants Management Unit and USDHS gives their approval of your NEPA/EHP submission.
2. **Project Implementation:** The subrecipient agrees to implement this project within 60 days following the grant award effective date or be subject to automatic cancellation of the grant. For projects subject to EHP/NEPA, NO work can begin until EHP/NEPA approvals are granted. DOS-GMU will advise sub-recipient of the approval once received. DOS-GMU reserves the right to verify project start date. All projects must be completed at least 30 days prior to end of the grant period as specified on the Grant Special Conditions page. No work may be completed or be eligible for reimbursement if it occurs after the grant period end date.
3. All sub-grantees must comply with the Grant Terms and Conditions included with this award.
4. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2015 Homeland Security Grant Program Guidelines. Additional information about achieving compliance is available through the training officers at the NH Department of Safety's Fire Academy and EMS Bureau and the Division of Homeland Security and Emergency Management.
5. All sub-grantees must comply and be familiar with Homeland Security Presidential Policy Directive-8, the National Preparedness System* (NPS) and the National Preparedness Goal (NPG). See: <http://www.dhs.gov/presidential-policy-directive-8-national-preparedness> .
6. It is recommended that all grant recipients modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols. http://www.dhs.gov/xlibrary/assets/NRP_Brochure.pdf
7. All SHSP sub-grantees must, when appropriate, engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency

responder disciplines. Grantees are encouraged to integrate with the Citizens' Corp from their local area. Contact VolunteerNH!

- 8. Recurring costs/fees are not allowable for funding under the 2015 Homeland Security Grant Program. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only and cannot extend beyond the end date of the grant.

Theodore Gattuso
Signature of Authorized Official
[Signature]
Signature of Program Manager/Contact

12/9/15
Date
12-9-15
Date

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$1,021,705 for CIP 310410 School/Municipal Facilities Energy Efficiency Project be approved.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



MANCHESTER SCHOOL DISTRICT
SCHOOL ADMINISTRATIVE UNIT NO. 37
195 McGregor Street, Suite 201
Manchester, NH 03102
Telephone: 603.624.6300 • Fax: 603.624.6337

Debra Livingston, Ed.D.
Superintendent of Schools

David M. Ryan
Assistant Superintendent
Secondary Education

Christine D. Martin
Assistant Superintendent
Elementary Education

Karen DeFrancis
Business Administrator

Patricia A. Snow
Exec. Dir. Innovation Zone

Date: January 20, 2016

To: Alderman Shea, Chairman CIP Committee

From: Karen DeFrancis, Business Administrator *Karen*

Subject: Startup Amendment

When we began our Energy and Deferred Maintenance program the Board of School Committee voted to reinvest utility rebates into other energy and deferred maintenance projects. At the beginning of Startup 310410 the utility rebate amount was estimated at \$212,295. The rebate portion of this program has far exceeded our expectations due to the additional energy work we realized. Today we have collected over \$1,005,000 and expect to realize at least another \$229,000 prior to completion of our program. As a result we request the CIP committee amend the rebate (donation) line of Startup 310410 to add another \$1,021,705 for new total of \$1,234,000.

Thank you in advance for your consideration.

CC: Board of School Committee
Kevin Sheppard
Tim Clougherty
Kevin O'Maley
Eric Krueger
Michelle Duhaime

It is the policy of the Manchester Board of School Committee, in its actions, and those of its employees, that there shall be no discrimination on the basis of age, sex, race, color, marital status, physical or mental disability, religious creed, national origin or sexual orientation for employment in, or operation and administration of any program or activity in the Manchester School District. The Title IX Coordinator is Pamela Hogan; the SOA Coordinator is Nash Reddy. Please see above for contact information.

CIP BUDGET AUTHORIZATION

CIP #: 310410 Project Year: 2010 CIP Resolution: 5/26/2010
 Title: School/Municipal Facilities Energy Efficiency Project Amending Resolution: 2/16/2016
 Administering Department: Highway Facilities Revision: #3

Project Description: Improvements to various municipal and school buildings designed to reduce energy consumption and resulting operational costs.

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

Critical Events

1	Project Initiation	6/22/2010
2	Project Completion	12/31/16
3		
4		
5		

Expected Completion Date: 12/31/2016

Line Item Budget

	BOND	OTHER	STATE	TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,130,000.00	\$1,234,000.00	\$3,042,757.00	\$5,406,757.00
TOTAL	\$1,130,000.00	\$1,234,000.00	\$3,042,757.00	\$5,406,757.00

Revisions

#1-Increases Other funds by \$212,295 with \$73,518 from CIP# 712910 and \$138,777 of Energy Rebate Funds from National Grid and PSNH.
 #2-Adds \$3,042,757 from State of NH and includes municipal buildings as well for scheduled energy efficiency improvements. #3-Increases Other by \$1,021,705 and extends completion date.

COMMENT *State funding allocated Qualified Energy Conservation Bonds allowable as part of ARRA.

Planning Department/Startup Form - 07/01/09 Total Funded: \$5,406,757.00

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2010 Community Improvement Program authorizing and appropriating funds in the amount of One Million Twenty One Thousand Seven Hundred Five Dollars (\$1,021,705) for the FY 2010 CIP 310410 School/Municipal Facilities Energy Efficiency Project.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2010 CIP as contained in the 2010 CIP budget; and

WHEREAS, the 2010 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to increase the Other budget line item to accurately reflect the collected and anticipated rebate totals;

NOW, THEREFORE, be it resolved that the 2010 CIP be amended as follows:

By increasing:

FY 2010 CIP 310410– School/Municipal Facilities Energy Efficiency Project - \$1,021,705 Other

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

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$203,500 for CIP 611616 2015 Lead Hazard Reduction Demonstration Grant Program be approved.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long horizontal flourish at the end.

Clerk of Committee



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

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

Leon L. LaFreniere, AICP
Director

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

Michael J. Landry, PE, Esq.
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman William Shea,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP *PHG FOR LLL*
Director, Planning and Community Development

Date: January 25, 2016

Re: CIP #611616 Lead Hazard Reduction Demonstration Program – Matching Funds

Attached we have submitted for the Committee's consideration an amending resolution that adds \$203,500 of unprogrammed Community Development Block Grant Funds to the 2015 Lead Hazard Reduction Grant Program to fulfil the City's matching commitment as required by the grant. In accordance with the Grant Agreement, the City is required to provide a 25% match totaling \$737,278. Commitments of matching funds included the City of Manchester, The Way Home, Families In Transition, Participating Property Owners and other various stakeholders.

In order to adequately fund the necessary project construction costs associated with the lead remediation and to meet the City's match requirement, Staff has identified unprogrammed CDBG Program Income as a source to accomplish both goals.

Respectfully, I request that the Committee recommend the acceptance of this Amending Resolution and Budget Authorization Form to the full Board.

CIP BUDGET AUTHORIZATION

CIP#: 611616	Project Year: 2016	CIP Resolution: 6/9/2015
Title: 2015 Lead Hazard Reduction Demonstration Grant Program		Amending Resolution: 2/16/2016
Administering Department: Planning and Community Development		Revision: #1

Project Description: Program to assist property owners with the elimination of lead based paint hazards. Lead hazards to be eliminated in a minimum of 170 housing units over a thirty-six month period.

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

Critical Events

1. Project Initiation	10/20/2015
2. Project Completion	1/31/2019
3.	
4.	
5.	
	1/31/2019

Line Item Budget	FEDERAL	OTHER	CDBG	TOTAL
Salaries and Wage	\$291,347.00	\$0.00	\$0.00	\$291,347.00
Fringes	\$272,325.00	\$0.00	\$0.00	\$272,325.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$520,000.00	\$0.00	\$0.00	\$520,000.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$1,632,000.00	\$204,000.00	\$203,500.00	\$2,039,500.00
Other	\$189,419.00	\$0.00	\$0.00	\$189,419.00
TOTAL	\$2,905,091.00	\$204,000.00	\$203,500.00	\$3,312,591.00

Revisions: #1 - Increases budget by \$203,500 CDBG and moves the OTHER funds (\$204,000) from 'Other' to 'Construction Contracts.'

Comments: 'Other' line item to include office supplies, transportation and travel, conference registration, sub-grantee contracts, and other direct costs. Program initiation and completion dates determined by grantor. OTHER funds (\$204,000) to account for anticipated Property Owner match used on Construction costs. CDBG funds (\$203,500) to account for City match to be used on Construction costs.

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Three Thousand Five Hundred Dollars (\$203,500) for the FY 2016 CIP 611616 2015 Lead Hazard Reduction Demonstration Grant Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate a portion of unprogrammed CDBG program income to be used for the City’s required match within the 2015 Lead Hazard Reduction Demonstration Grant;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By increasing:

FY 2016 CIP 611616 2015 Lead Hazard Reduction Demonstration Grant Program - \$203,500
CDBG

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

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$38,398 for CIP 410616 DWI Patrol Program be approved.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

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

Leon L. LaFreniere, AICP
Director

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

Michael J. Landry, PE, Esq.
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman William Shea,
Chairman, CIP Committee

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

PHG FOR LL

Date: January 25, 2016

Re: CIP #410616 – DWI Patrol Program

New Funding

The Police Department has notified us that the City has received additional grant funds from the State of New Hampshire Highway Safety Agency totaling \$38,398 for the implementation of DWI patrols.

As such, we have prepared the appropriate CIP Amending Resolution and Budget Authorization Form necessary for program initiation.

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

CIP BUDGET AUTHORIZATION

CIP#: 410616	Project Year: 2016	CIP Resolution: 6/9/2015
Title: DWI Patrol Program		Amending Resolution: 2/16/2016
Administering Department: Police Department		Revision: #1

Project Description: In an effort to combat the DWI problem, the Manchester Police will hire, on an off-duty basis, officers who have completed training in the identification of intoxicated drivers. These fully trained officers will conduct DWI enforcement patrols on those evenings and during those times when the drunk driver is felt to be most prevalent. Primary emphasis will be placed on apprehending the drunk driver; however, adherence to all traffic laws, including the state's occupant protection law, will be monitored.

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

Critical Events	
1. Project Initiation	7/1/2015
2. Project Completion	9/30/2016
3.	
4.	
5.	9/30/2016

Line Item Budget	STATE			TOTAL
Salaries and Wage	\$43,000.00	\$0.00	\$0.00	\$43,000.00
Fringes	\$10,398.00	\$0.00	\$0.00	\$10,398.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$53,398.00	\$0.00	\$0.00	\$53,398.00

Revisions: #1 - Budget increased from \$15,000 to \$53,398 due to the receipt of additional grant funds.

Comments: Funds received from the State of New Hampshire Highway Safety Agency. Program initiation and completion dates determined by the grantor.

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Eight Thousand Three Hundred Ninety Eight Dollars (\$38,398) for the FY 2016 CIP 410616 DWI Patrol Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$38,398 from the State of New Hampshire Highway Safety Agency for the implementation of the DWI Patrol Program;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By increasing:

FY2015 CIP 410616 DWI Patrol Program - \$38,398 State
(from \$15,000 to \$53,398)

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

Chief of Police
Enoch F. Willard
Assistant Chief
Carlo T. Capano



Commission
Mark E. Roy, *Chairman*
Woullard H. Lett
William M. Clifford
Eva Castillo-Turgeon
Steven J. Spain

CITY OF MANCHESTER
Police Department

January 12, 2016

To: Todd Fleming
From: Steve Hoeft, BSO
Re: DWI Patrol Program

Attached is the NH Highway Safety Project Grant Award in the amount of \$53,397.96 for Manchester DWI/DUI Patrols.

The dates for this grant is 10/1/15 to 9/30/16.

The funds breakdown is as follows:

Overtime	-	\$43,000.00
Fringes	-	\$10,397.96

Please process this as a project for approval.

Sincerely,


Steven L. Hoeft
Business Service Officer

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



NEW HAMPSHIRE HIGHWAY SAFETY AGENCY GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Highway Safety Agency		1.2. State Agency Address 78 Regional Drive, Building 2 Concord, NH 03301-8530	
1.3. Subrecipient Name Manchester Police Department		1.4. Subrecipient Address 405 Valley Street, Manchester, NH 03103	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) City		1.4.2 DUNS 604507046	
1.5. Subrecipient Phone # 668-8711	1.6. Effective Date 10/01/15	1.7. Completion Date 09/30/16	1.8. Grant Limitation \$ 53,397.96
1.9. Grant Officer for State Agency LuAnn Speikers		1.10. State Agency Telephone Number 271-2197	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 <i>Enoch F. Willard</i>		1.12. Name & Title of Subrecipient Signor 1 Enoch F. Willard, Chief of Police	
Subrecipient Signature 2 <i>Theodore L. Gatsas</i>		Name & Title of Subrecipient Signor 2 Theodore L. Gatsas, Mayor	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <u>Hillsborough</u> , on <u>11/20/15</u> , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) <i>Kristy M. Blanchette</i>		1.13.2 Name & Title of Notary Public or Justice of the Peace Kristy M. Blanchette, Notary Public, State of New Hampshire Notary Commission Expires Oct. 21, 2020	
1.14. State Agency Signature(s) <i>John Barthelme</i>		1.15. Name & Title of State Agency Signor(s) John Barthelme - DOT Commissioner	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable)			
By: On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.6 ("the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
 - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement; effective two (2) days after giving the Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials
Page 2 of 3

J.G.

[Signature]

Date

11-25-18

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials
Page 3 of 3

J.G.

J.W.

Date

11.20.15

EXHIBIT A

Scope of Services

1. The New Hampshire Highway Safety Agency (hereinafter referred to as The State) is awarding the Manchester Police Department (hereinafter referred to as the Subrecipient) \$53,397.96 for DWI Patrols, as further described in the Subrecipient's application, which is hereby incorporated by reference and made a part of this Grant Agreement.

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
a. Personnel Services		\$53,397.96			
b. Current Expenses					
c. Equipment					
d. Indirect Costs & Audit					
e. Contractual Services					
f. Travel					
Total Approved Costs (Include Non-Federal Share)		\$53,397.96			

2. It is agreed that quarterly reports will be made to the NH Highway Safety Agency for the duration of the contract summarizing the progress being made in implementing the project and identifying any problems being encountered. A final report will be made upon completion of the project. Reports will be submitted within 20 days of the project termination date.
3. All publications, public information or publicity released in conjunction with this project shall state that "this project is being supported in part through a grant from the NH Highway Safety Agency with Federal funds provided by the National Highway Traffic Safety Administration, US Department of Transportation", or words to that effect.

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EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

FEDERAL BUDGET AND PERSONNEL DATA	
a. Personnel Services Salary	\$53,397.96
b. Current Expenses	
c. Equipment	
d. Indirect Costs and Audit Expense	
e. Contractual Services	
f. Travel Expenses	
Total	\$53,397.96

Project Cost is 80% Federal Funds, 20% Applicant Share
Awarding Agency: New Hampshire Highway Safety Agency (NHSA)
Project Title: Manchester DWI Patrols #308-16A-022
PSP & Task #: 16-02, 08
Award Title & #: Highway Safety Grant # M6OT 405d
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
In Kind Match: \$13,349.49

2. PAYMENT SCHEDULE

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to \$53,397.96.
- b. At least quarterly, the Subrecipient shall submit the Reimbursement form (HS-20) and activity reports (HS-200) to the State, along with supporting documentation and proof of payment, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Each Reimbursement form must be accompanied by match documentation. The Subrecipient shall submit proper match documentation by submitting a completed Match Tracking for Personnel and Other Costs, the form of which is attached hereto as Exhibit B-1. Upon review and approval of the submitted forms, reports and supporting documentation, the State will forward the funds to the Subrecipient. The Subrecipient will continue this

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process until they have drawn down the 20% federal match for the total amount of the project (25% of the federal award amount).

- c. If no enforcement patrols took place during the quarter, an email is required stating that your department will not be seeking reimbursement for that quarter.
- d. The quarterly submission due dates are as follows:
 - January 15th for October-December (Quarter 1)
 - April 15th for January-March (Quarter 2)
 - July 15th for April-June (Quarter 3)
 - October 15th for July-September (Quarter 4)
- e. Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- f. The Reimbursement form must be signed and dated by the Chief or another Authorized Signatory. Individuals working the enforcement patrol may not sign off on the Reimbursement form (HS-20). If the Chief works the enforcement patrol, a community official must sign off on the Reimbursement form (HS-20). In addition, the Chief may not sign off on the Reimbursement form (HS-20) if his/her spouse, child or sibling works the same enforcement patrol.
- g. The Subrecipient agrees to have an audit conducted in compliance with 2 CFR part 200, subpart F, if applicable. If a compliance audit is not required, at the end of each audit period the Subrecipient will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the State.
- h. Additionally, the Subrecipient has or will notify their auditor of the above requirements prior to performance of the audit. The Subrecipient will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. The Subrecipient will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR part 200, subpart F. The Subrecipient will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

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EXHIBIT C

Special Provisions

U.S. Department of Transportation/NHTSA Grant Conditions:

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA Highway Safety Grant Funding Policy dated July, 2007 and found at the following Web link: http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/GrantFundPolicy_mkm_revJuly07.pdf. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 49 CFR Part 18 - the Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments as promulgated by the U.S. Department of Transportation (also known as the DOT Common Rule). This document is found at the following Web link <http://www.gpo.gov/fdsys/pkg/CFR-2009-title49-vol1/pdf/CFR-2009-title49-vol1-part18.pdf>.
- Subrecipients agree to comply with all applicable SAFETEA-LU and MAP-21 basic and incentive grant program requirements as outlined in the Highway Safety Grant Management Manual found at the following Web link: http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/00_Manl_Contents1_01.html. This document provides information on each of the grant programs including section 154, 164, 402, 405, 408, 410, 1906, 2010, and 2011 grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

- **Federal Funding Accountability & Transparency Act (FFATA). Data Universal Numbering System (DUNS) Numbers Requirement.** As the recipient of federal highway safety funds, the applicant agency must have a DUNS number. This is a unique nine-character number that identifies the applicant agency and is used by the federal government to track how federal funds are distributed. If the applicant agency is authorized to make sub-awards under this contract, it must: 1) notify potential sub-recipients that no entity may receive a sub-award unless that entity has provided the applicant agency with its DUNS number; and 2) the

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applicant agency may not make a sub-award to an entity unless the entity has provided its DUNS number to the applicant agency.
(<http://fedgov.dnb.com/webform>)

- **Equipment:** Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. 23 CFR 1200.31.
- **Civil Rights:** The State highway safety agency (and its subrecipients) will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- **Buy America Act:** The State (and its subrecipients) will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a

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satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- **Political Activity (Hatch Act):** The State (and its subrecipients) will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- **Certification Regarding Federal Lobbying:** Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- **Restriction on State Lobbying:** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before

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any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

- **Certification Regarding Debarment and Suspension:**

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided

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by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed

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that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- **Cash Management:** Cash draw-downs will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 49 CFR 18.20.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash draw-downs by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 49 CFR 18.20. Failure to adhere to these provisions may result in the termination of draw-down privileges.

Office of Management and Budget Grant Conditions:

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds :** 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more

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than \$750,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- **Cost Principles for Federal Grants to *State and Local Governments***
 - 2 CFR Part 225 (formerly known as OMB Circular A-87) – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
 - Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities. The following link provides the full text of this basic federal grant requirement: http://www.whitehouse.gov/omb/fedreg/2005/083105_a87.pdf.
- **Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education*** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
 - 2 CFR Part 220 – Educational Institutions (formerly known as OMB Circular A-21): http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf.
 - 2 CFR Part 230 – Non-profit Organizations (formerly known as OMB Circular A-122): http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf.

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AKW

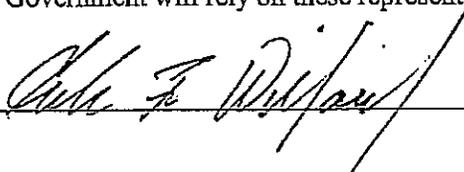
Date

11/20/15

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR 18.12.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory:



Date:

10/2/15

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CPW

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J.G.

Date

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Exhibit C-1

Scope of Services for Traffic Enforcement Grants

- Departments may conduct patrols during any time that data indicate there is an increased risk for the driving behavior being combatted. NHSA strongly encourages departments to review their local crash data to determine times and locations where grant-funded patrols would have the greatest impact.
- Departments with DWI enforcement grants are strongly encouraged to conduct patrols during the two national *Drive Sober or Get Pulled Over* (DSGPO) Mobilizations (December 18, 2015-January 3, 2016 and August 19-September 5, 2016).
- Departments with STEP grants (*Click It or Ticket*, Speed Enforcement, *Operation Safe Commute*, Red Light Running Enforcement, and School Bus Enforcement) are strongly encouraged to conduct patrols during the national *Click It or Ticket* Mobilization (May 23-June 5, 2016).
- Departments with PEDESTRIAN/BICYCLE enforcement grants shall conduct overtime patrols aimed at enforcing the state's pedestrian/bicycle laws.
- All departments are encouraged to participate in the *Operation Safe Commute* NH statewide effort (October 9, 2015, November 25, 2015, December 31, 2015, January 15, 2016, February 12, 2016, March 17, 2016, April 5, 2016, May 27, 2016, June 10, 2016, July 1, 2016, August 8, 2016, September 2, 2016). Patrols by each officer under this grant must be no less than two hours and no greater than eight hours in length and devoted solely to traffic enforcement activities.
- Officers funded during this grant shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the officer's presence, in the case of response to an officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, red light/stop sign running, and distracted driving.
- If an officer makes an arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest even if the time exceeds the eight-hour shift limit. However, the total request for reimbursement must not exceed the approved budget.
- Enforcement Grants are for overtime enforcement only.
- Departments will be reimbursed for actual hours worked.
- Full time officers will be reimbursed at an overtime rate of pay as established by the department and/or municipality for hours worked during the mobilizations. Holiday rates of pay may be used, if applicable. Part-time officers will be reimbursed at their normal hourly rate of pay.
- Departments are recommended to conduct a minimum of three documented stops/contacts per hour. Please note that documented stops/contacts do not necessarily have to result in the issuance of a summons. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists during traffic enforcement periods that can be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a review or monitoring site visit.
- If patrols result in few traffic stops, please provide an explanation on the Activity Report as to why an officer was unable to make the recommended number of stops (poor weather, for example).
- Nothing in this grant shall be interpreted as a requirement, formal or informal, that a law enforcement officer issue a specified or predetermined number of summons in pursuance of the department's obligation associated with the grant.
- The amount of each grant awarded is determined by the number of qualified applicants, highway safety priorities, available funding, and population in each city or town. Funding amounts may change each fiscal year.
- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Departments must keep on file copies of summons, documented stops/contacts, officers' time schedules written under this grant program, and all other pertinent information.
- Patrols must be one officer per cruiser. However, multiple cruisers may be out at one time.

Exhibit C-1
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Subrecipient Initials

Date

SW *D.G.*
11/20/15

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$40,000 for CIP 810816 Impact Fee Study be approved.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

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

Leon L. LaFreniere, AICP
Director

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

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman William Shea
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP
Director

*PHG
FOR LLL*

Date: January 25, 2016

Re: CIP #810816 – Impact Fees

As permitted under RSA 674:21 (Innovative Land Use Controls), and since 1995, the City of Manchester has been collecting Impact Fees for capital improvements to school and fire facilities. While the fees are reviewed periodically by the Planning Board as required, the last significant review of the fee structure was completed in 2004. The methodology used to calculate proportionate fair share is complex and must stand up to legal challenges. For this reason, the City of Manchester has relied on the assistance and expertise of consultants.

With changes to the distribution of housing types in the City over the last 12 years, it is important to re-evaluate and update the methodology for collecting impact fees. Staff is requesting the use of un-programmed Community Development Block Grant (CDBG) funds to hire a consultant with the specialized skills necessary to complete the study.

Respectfully, I request that the Committee make a favorable recommendation to the full Board.

CIP BUDGET AUTHORIZATION

CIP#: <input type="text" value="810816"/>	Project Year: <input type="text" value="2016"/>	CIP Resolution: <input type="text" value="6/9/2015"/>
Title: <input type="text" value="Impact Fee Study"/>	Amending Resolution: <input type="text" value="2/16/2016"/>	Revision: <input type="text"/>
Administering Department: <input type="text" value="Planning and Community Development"/>		

Project Description:

Federal Grants	Federal Grant: <input type="text" value="Yes"/>	Environmental	Review Required: <input type="text" value="No"/>
	Grant Executed: <input type="text" value="Yes"/>		Completed: <input type="text"/>

Critical Events	
1. Program Initiation	2/16/16
2. Program Completion	12/31/16
3.	
4.	
5.	
	12/31/16

Line Item Budget	CDBG			TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$40,000.00	\$0.00	\$0.00	\$40,000.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$40,000.00	\$0.00	\$0.00	\$40,000.00

Revisions:

Comments:

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Thousand Dollars (\$40,000) for the FY2016 CIP 810816 Impact Fee Study.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate unprogrammed CDBG program income to perform an Impact Fee Study;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By adding:

FY2016 CIP 810816 – Impact Fee Study - \$40,000 CDBG

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

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

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$20,000 for CIP 810916 Impediments to Fair Housing Plan be approved.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

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

Leon L. LaFreniere, AICP
Director

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

Michael J. Landry, PE, Esq.
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman William Shea,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP *PHG FOR W*
Director, Planning and Community Development

Date: January 25, 2016

Re: CIP #810916 – Impediments to Fair Housing Plan

Existing Funding

The Department of Housing and Urban Development (HUD) requires their Grantees to perform and maintain an up to date Impediments to Fair Housing Plan. The City's most recent Plan was completed in 2013 with minor Staff updates performed in subsequent years. Unfortunately, the updates performed do not offer the comprehensive review of Fair Housing needed to uncover new or eliminate previously addressed impediments. As this is a HUD requirement, Staff is requesting the use of unprogrammed Community Development Block Grant (CDBG) funds to solicit and hire a firm capable of completing this Plan.

Respectfully, I request that the Committee make a recommendation to the full Board.

CIP BUDGET AUTHORIZATION

CIP#: 810916	Project Year: 2016	CIP Resolution: 6/9/2015
Title: Analysis of Impediments to Fair Housing		Amending Resolution: 2/16/2016
Administering Department: Planning and Community Development		Revision:

Project Description: To complete a new Analysis of Impediments to Fair Housing to satisfy HUD funding requirements.

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

Critical Events		
1.	Program Initiation	2/16/16
2.	Program Completion	12/31/16
3.		
4.		
5.		
		12/31/16

Line Item Budget	CDBG			TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$20,000.00	\$0.00	\$0.00	\$20,000.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$20,000.00	\$0.00	\$0.00	\$20,000.00

Revisions:

Comments:

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Thousand Dollars (\$20,000) for the FY2016 CIP 810916 Impediments to Fair Housing Plan.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate unprogrammed CDBG program income to perform a comprehensive review of Impediments to Fair Housing Plan;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By adding:

FY2016 CIP 810916 – Impediments to Fair Housing Plan - \$20,000 CDBG

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

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

The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the recommendation from the Human Resources Director that one legal assistant II, grade 14 position in the City Solicitor's Office be replaced with a legal assistant I, grade 12 position be approved.

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

Respectfully submitted,

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

Clerk of Committee

Jane Gile
Human Resources Director



CITY OF MANCHESTER Human Resources Department

January 25, 2016

Keith Hirschmann, Chair
Human Resources and Insurance Committee
One City Hall Plaza
Manchester, NH 03101

Re: Solicitor's Office – Change to Complement

Dear Chair Hirschmann and HRIC Members:

The City Solicitor, Thomas Clark, Esq. is requesting a change in his personnel complement. Currently, the Solicitor's Office has a vacant Legal Assistant II position that he requests replacing with a Legal Assistant I.

The position provides support to the Chief Negotiator, Risk Management and the Solicitor's staff in general.

The change From Legal Assistant II to Legal Assistant I will result in department cost savings.

Recommendation:

Move that one (1) Legal Assistant II (1090), Grade 14, be eliminated from the Solicitor's Office complement and be replaced with a Legal Assistant I (1080), grade 12 position.

Sincerely,

Jane E. Gile, SPHR, SHRM- SCP
Human Resources Director

Thomas R. Clark
City Solicitor



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

Thomas I. Arnold, III
Deputy City Solicitor

CITY OF MANCHESTER
Office of the City Solicitor

January 25, 2016

Committee on Human Resources and Insurance
c/o Jane Gile, Human Resource Director
One City Hall Plaza
Manchester, NH 03101

Re: Vacant Legal Assistant II Position

Dear Committee Members:

This Office has been maintaining a vacant Legal Assistant II position for a period of time. One of the duties of that position was to provide administrative support to the City's Chief Negotiator. Now that a Chief Negotiator has been hired, it is apparent that additional support will be needed.

I am requesting that the Legal Assistant II position be eliminated and that it be replaced with a Legal Assistant I position. This change will cut the department approximately \$10,000.00.

In addition to providing support to the Chief Negotiator, the Legal Assistant I will provide support to the City Solicitor's staff and Risk Management.

If you have any questions, feel free to contact me.

Very Truly Yours,

Thomas R. Clark
City Solicitor

TRC/hms

CITY OF MANCHESTER, NEW HAMPSHIRE PAY SCHEDULE - (FY2015) - 1%

GRADE	2015												
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
GRADE 12 Ex (6J0)	30,445.60	31,358.93	32,299.71	33,268.70	34,266.80	35,294.78	36,353.63	37,444.21	38,567.57	39,724.61	40,916.32	42,143.82	43,408.14
	14.63	15.08	15.52	16.01	16.47	16.99	17.49	18.03	18.55	19.11	19.67	20.26	20.89
	21.945	22.620	23.280	24.015	24.705	25.485	26.235	27.045	27.825	28.665	29.505	30.390	31.335
GRADE 12A Ex (6JA)	31,511.18	32,456.56	33,430.25	34,433.12	35,466.09	36,530.10	37,625.99	38,754.77	39,917.41	41,114.96	42,348.43	43,618.85	44,927.44
	15.15	15.60	16.08	16.56	17.07	17.56	18.10	18.65	19.21	19.78	20.39	20.99	21.61
	22.725	23.400	24.120	24.840	25.605	26.340	27.150	27.975	28.815	29.670	30.585	31.485	32.415
GRADE 13 Ex (6K0)	32,576.77	33,554.11	34,560.73	35,597.52	36,665.45	37,765.43	38,898.38	40,065.33	41,267.28	42,505.32	43,780.51	45,093.87	46,446.74
	15.69	16.14	16.61	17.14	17.62	18.17	18.72	19.29	19.84	20.46	21.06	21.70	22.34
	23.535	24.210	24.915	25.710	26.430	27.255	28.080	28.935	29.760	30.690	31.590	32.550	33.510
GRADE 13A Ex (6KA)	33,716.98	34,728.48	35,770.36	36,843.45	37,948.75	39,087.22	40,259.82	41,467.63	42,711.65	43,993.00	45,312.78	46,672.21	48,072.33
	16.20	16.69	17.21	17.71	18.26	18.80	19.37	19.95	20.54	21.17	21.80	22.44	23.13
	24.300	25.035	25.815	26.565	27.390	28.200	29.055	29.925	30.810	31.755	32.700	33.660	34.695
GRADE 14 Ex (6L0)	34,857.18	35,902.89	36,979.97	38,089.36	39,232.04	40,409.00	41,621.28	42,869.93	44,156.02	45,480.70	46,845.08	48,250.47	49,697.99
	16.74	17.26	17.80	18.32	18.85	19.42	20.03	20.60	21.24	21.87	22.54	23.22	23.92
	25.110	25.890	26.700	27.480	28.275	29.130	30.045	30.900	31.860	32.805	33.810	34.830	35.880



City of Manchester, New Hampshire

Class Specification

This is a class specification and not an individualized job description. A class specification defines the general character and scope of responsibilities of all positions in a job classification, but it is not intended to describe and does not necessarily list every duty for a given position in a classification.

Class Title	Legal Assistant I
Class Code Number	1080-12

General Statement of Duties

Performs a variety of general office clerical and confidential administrative legal support duties for City Attorneys and related Legal staff; performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to provide clerical support to City Attorneys in addition to customer service to the public. The work is performed under the supervision and direction of the Legal Assistant III and City Attorneys but considerable leeway is granted for the exercise of independent judgement and initiative. This class is distinguished from the class of Administrative Assistant by the performance of confidential secretarial duties relating to legal functions. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other City employees, business and community organizations and the public. The principal duties of this class are performed in a general office environment.

Examples of Essential Work (illustrative only)

- Performs confidential secretarial duties for City Attorneys, including distributing directives and monitoring programmatic activities;
- Updates City Code changes;
- Prepares pleadings and related materials, including subpoenas;
- Maintains inventory of legal library;

- Prepares court schedules, coordinates witnesses and monitors legal deadlines for City Attorneys; Organizes and integrates Civil and Criminal schedules for trials;
- Monitors all court decisions, monthly caseload and outcomes in regular reports;
- Files pleadings and coordinates proceedings with court officials;
- Provides copies of all relevant court cases to appropriate Attorneys, including other departments within the City and outside legal groups;
- Prepares correspondences, legal documents, opinions, briefs, official publications, transcriptions, reports, lists and other documents as instructed and requested by designated office personnel;
- Interprets and applies departmental or office rules, policies and regulations in accordance with prescribed procedures and guidelines;
- Takes verbatim dictation and transcribes or prepares letters, minutes, reports, statements, grant applications, specifications, contracts, memoranda, notices, resolutions, budgets, financial and statistical tables, requisitions and other related materials, including confidential correspondences and reports;
- Copies, packages and distributes a variety of written materials as requested by other designated office personnel;
- Answers Department telephone calls, receives and greets visitors to the Department and provides information to or refers callers and visitors to other appropriate Departments or City personnel;
- Gathers, assembles, updates, distributes and/or files a variety of information, forms, records and data as requested using traditional filing systems or databases as necessary;
- Screens visitors, telephone calls, faxes, mail and messages directed to office personnel;
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions;
- Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Responds to citizens' questions and comments in a courteous and timely manner;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Performs other directly related duties consistent with the role and function of the classification.

**Required Knowledge, Skills and Abilities
(at time of appointment)**

- Thorough knowledge of modern office procedures, practices and equipment;
- Thorough knowledge of modern office filing systems and procedures;
- Thorough knowledge of modern standard bookkeeping principles, practices and procedures;
- Some knowledge of all legal and court procedures;
- Ability to prepare legal documents for cases as requested;

- Ability to deal with a wide range of persons, including situations in which individuals may be upset over some issue involving City activities or policies;
- Ability to serve in a confidential work relationship;
- Ability to handle confidential legal material with tact and discretion;
- Ability in writing to prepare correspondences according to standard business practices;
- Ability to accurately type correspondences, reports and memorandum;
- Ability to complete financial processing procedures;
- Ability to learn City policies and Departmental rules, procedures, practices and objectives;
- Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language;
- Ability to understand and follow oral and/or written policies, procedures and instructions;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to operate a personal computer using standard or customized software applications appropriate to assigned tasks;
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Graduation from High School or possession of a GED, preferably supplemented by additional training in office procedures; and
- Some experience in general office operations; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

Required Special Qualifications

- None.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to review a wide variety of materials in electronic or hard copy form;
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate a personal computer, telephone and related equipment;

- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to function within the general office environment.

Approved by: _____ Date: _____



City of Manchester, New Hampshire

Class Specification

This is a class specification and not an individualized job description. A class specification defines the general character and scope of responsibilities of all positions in a job classification, but it is not intended to describe and does not necessarily list every duty for a given position in a classification.

Class Title	Legal Assistant II
Class Code Number	1090-14

General Statement of Duties

Performs a variety of general office clerical and confidential administrative legal support duties for City Attorneys, the Risk Manager and the Employee Labor Relations Manager; performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to provide clerical support to City Attorneys in addition to customer service to the public. The work is performed under the supervision and direction of the Legal Assistant III and City Attorneys but considerable leeway is granted for the exercise of independent judgement and initiative. This class is distinguished from the class of Legal Assistant I by a larger programmatic responsibility relating to legal functions. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other City employees, business and community organizations and the public. The principal duties of this class are performed in a general office environment.

Examples of Essential Work (illustrative only)

- Performs confidential secretarial duties for City Attorneys, including distributing directives and monitoring programmatic activities;
- Provides staff support to the Employee Labor Relations Manager and Risk Manager;
- Updates City Code changes;
- Maintains a running list of bankruptcies for each year;
- Prepares pleadings and related materials, including subpoenas;

- Maintains inventory of legal library;
- Prepares court schedules, coordinates witnesses and monitors legal deadlines for City Attorneys;
- Organizes and integrates Civil and Criminal schedules for trials;
- Monitors all court decisions, monthly caseload and outcomes in regular reports;
- Files pleadings and coordinates proceedings with court officials;
- Provides copies of all relevant court cases to appropriate Attorneys, including other departments within the City and outside legal groups;
- Prepares correspondences, legal documents, opinions, briefs, official publications, transcriptions, reports, lists and other documents as instructed and requested by designated office personnel;
- Interprets and applies departmental or office rules, policies and regulations in accordance with prescribed procedures and guidelines;
- Takes verbatim dictation and transcribes or prepares letters, minutes, reports, statements, grant applications, specifications, contracts, memoranda, notices, resolutions, budgets, financial and statistical tables, requisitions and other related materials, including confidential correspondences and reports;
- Copies, packages and distributes a variety of written materials as requested by other designated office personnel;
- Answers Department telephone calls, receives and greets visitors to the Department and provides information to or refers callers and visitors to other appropriate Departments or City personnel;
- Gathers, assembles, updates, distributes and/or files a variety of information, forms, records and data as requested using traditional filing systems or databases as necessary;
- Screens visitors, telephone calls, faxes, mail and messages directed to office personnel;
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions;
- Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Responds to citizens' questions and comments in a courteous and timely manner;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Performs other directly related duties consistent with the role and function of the classification.

Required Knowledge, Skills and Abilities
(at time of appointment)

- Thorough knowledge of modern office procedures, practices and equipment;
- Thorough knowledge of modern office filing systems and procedures;
- Thorough knowledge of modern standard bookkeeping principles, practices and procedures;

- Some knowledge of all legal and court procedures;
- Ability to prepare legal documents for cases as requested;
- Ability to deal with a wide range of persons, including situations in which individuals may be upset over some issue involving City activities or policies;
- Ability to serve in a confidential work relationship;
- Ability to handle confidential legal material with tact and discretion;
- Ability in writing to prepare correspondences according to standard business practices;
- Ability to accurately type correspondences, reports and memorandum;
- Ability to complete financial processing procedures;
- Ability to learn City policies and Departmental rules, procedures, practices and objectives;
- Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language;
- Ability to understand and follow oral and/or written policies, procedures and instructions;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to operate a personal computer using standard or customized software applications appropriate to assigned tasks;
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Graduation from High School or possession of a GED, preferably supplemented by additional training in office procedures; and
- Considerable experience in legal office operations; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

Required Special Qualifications

- None.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively;

- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to review a wide variety of materials in electronic or hard copy form;
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate a personal computer, telephone and related equipment;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to function within the general office environment.

Approved by: _____ Date: _____

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

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

NO PARKING ANYTIME

On Huntress Street from Prince Street to Summerside Avenue, both sides
Alderman Barry

COMMERCIAL MOTOR VEHICLE TRAFFIC PROHIBITED

On Bow Street from Brown Avenue to Crescent Road
Alderman Shaw

15 MINUTE PARKING

On Wilson Street, east side, from a point 65 feet north of Silver Street to a point 36 feet north
Alderman Shea

STOP SIGNS - 4-WAY

On Carpenter Street at North Adams Street - NEC, SWC
Aldermen Craig/Cavanaugh
(Unanimous vote with the exception of Alderman Barry who was absent and Alderman O'Neil who was opposed to the 4-way stop signs)

Respectfully submitted,



Clerk of Committee

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

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the amendment to ordinance 70.77 Violation Notice be approved.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee

TO: Tom Katsiontonas, Chairman
Committee on Public Safety, Health and Traffic

FROM: Denise Boutilier
Parking Manager



DATE: 1/25/16

SUBJECT: Ordinance 70.77 – Amendment

After careful consideration, City Solicitor, Finance Director and Parking Manager request the attached ordinance be amended.

City of Manchester
New Hampshire

In the year Two Thousand and Sixteen

AN ORDINANCE

“Amending Chapter 70: Motor Vehicles and Traffic of the Code of Ordinances of the City of Manchester by amending Section 70.77 Violation Notice.”

- I. Amend Section 70.77 of the Code of Ordinances by deleting language stricken (---). Language of Section 70.77 not stricken remains unchanged.

§ 70.77 VIOLATION NOTICE.

A notice of violation of any provision of any ordinance, rule or regulation governing snow emergencies, stopping, standing or parking shall be affixed to the vehicle involved by the authorized individual observing the violation. Such notice shall contain the following information:

- (A) A clear and concise description of the violation.
 - (B) The date, time and location of the violation.
 - (C) A description of the vehicle involved in the violation.
 - (D) The basic penalty for the violation and the increased penalties for failure to pay any penalty during the prescribed time period.
 - (E) The name and address of the office to which payment of any penalty or increased penalty can be made.
 - (F) Notification that failure to satisfy any notice of violation by paying a penalty or increased penalty will result in court action.
 - (G) ~~The signature and~~ the identification number of the authorized individual issuing the notice.
- II. This ordinance shall take effect upon its passage.

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

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the request from the American Cancer Society to use the Arms parking lot on Sunday, October 23, 2016 from 7:30 a.m. until 4:30 p.m. for their annual “Making Strides Against Breast Cancer” event be approved.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



City of Manchester Parking Division

Denise Boutilier
Parking Manager
dboutilier@manchesternh.gov

January 25, 2016

Chairman Tom Katsiontonas
Committee on Public Safety, Health and Traffic
1 City Hall Plaza
Manchester, NH 03101

RE: Request to use Arms Lot
October 23, 2016
Making Strides Against Breast Cancer – American Cancer Society, Inc.

Dear Chairman Katsiontonas:

I have received the following request for the Committee's review. The Parking Division has no issue with this and respectfully requests approval.

The Making Strides Against Breast Cancer event is requesting the use of the Arms parking lot on Sunday, October 23, 2016 from 730am to 430pm for their annual walk. It is anticipated there will be approximately 2000 attendees.

Cotton and Strange Brew have no issues.

If you have any questions, please don't hesitate to ask.

Sincerely,

Denise Boutilier
Parking Manager

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

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the request from Millennium Running to use a portion of the Arms parking lot as home base for their Trick or Trot 3K road race scheduled for Sunday, October 30, 2016 be approved.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Hammond". The signature is written in a cursive style with a long, sweeping underline.

Clerk of Committee



City of Manchester Parking Division

Denise Boutilier
Parking Manager
dboutilier@manchesternh.gov

January 5, 2016

Chairman Thomas Katsiantonas
Committee on Public Safety, Health and Traffic
1 City Hall Plaza
Manchester, NH 03101

RE: Request to use Arms Lot
October 30, 2016
Trick or Trot – Millenium Running

Dear Chairman Katsiantonas:

I have received the following request for the Committee's review.

John Mortimer, Owner of Millenium Running, is requesting the use of a portion of the Arms Lot as home base for their Trick or Trot 3K road race. The event is scheduled for Sunday, October 30, 2016. They anticipate 2000 (+-) participants.

Milly's Tavern and Cotton have been notified and approve the plan.

If you have any questions, please don't hesitate to ask.

Sincerely,

Denise Boutilier
Parking Manager

cc: Bill Sanders, Finance Director



CITY OF MANCHESTER

Theodore L. Gatsas

Mayor

February 2, 2016

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

RE: Nominations

Dear Members of the Board:

Pursuant to Section 3.14 (b) of the City Charter, please find below the following nominations:

- (1.) Daniel Berube to fulfill a vacancy as an alternate member of the Arts Commission term to expire December 1, 2018;
- (2.) Manny Content to succeed Nicole Lora (resignation) as a member of the Office of Youth Services Advisory Board term to expire January 1, 2017.

These nominations will layover to the next meeting of the Board pursuant to Rule 20 of the Board of Mayor and Aldermen.

Regards,

Theodore L. Gatsas
Mayor

cc: Matthew Normand, City Clerk
TLG/swp

Daniel Bérubé

199 North Adams Street • Manchester, NH • 03104 • Ph: (617)-331-8991 • Email: dberube@boscpug.org

PROFESSIONAL EXPERIENCE

- | | |
|---|-----------------------|
| New Hampshire High School Short Film Festival
Industry Coordinator | 2013 - Present |
| <ul style="list-style-type: none">Focused on media arts education via New Hampshire Film & Television Office to connect high school filmmakers and creative artists with meaningful industry resources and experiences. | |
| Boston Creative Pro User Group - BOSCPUG
Founder/President/Producer | 2001 - Present |
| <ul style="list-style-type: none">Founded and manage story-driven, globally connected community of collaborative digital media makers, creative artists and broadcast professionals that meets monthly to share on craft of Storytelling through digital media arts and to empower the creative process. | |
| Creative Pro User Group Network SuperMeets
Co-Founder and Co-Producer | 2001 - Present |
| <ul style="list-style-type: none">Produce annual global community events (800 – 1,700 attendees per event) to provide film and media industry opportunities to learn latest technology trends and to network and share industry news and opportunities in a social setting that is educational, exciting and fun. | |
| Canon USA
Freelance Digital Media and Creative Imaging Consultant | 2000 – Present |
| Bérubé Pictures (formerly noisybrain. Productions, LLC)
Owner-Operator/Independent Filmmaker and digital media artist | 1999 - Present |

PROFESSIONAL AFFILIATION

- | | |
|---|-----------------------|
| New Hampshire Film & Television Commission
Appointed Member by the Commissioner of the Department of Cultural Resources | 2015 - Present |
| Commission to study economic impact of Arts and Culture in NH
Appointed to represent New Hampshire Film & Television Office on RSA 19-A:14 HB 279 | 2015 - Present |
| MONIFF - Monadnock International Film Festival
Advisory Board Member | 2014 – Present |

EDUCATION

- | | |
|---|--------------------|
| Boston University
Web Design Development Certificate <ul style="list-style-type: none">iGeneration-certified professional training in web development and design. | 2001 – 2002 |
| UMASS-LOWELL
Multimedia Applications Certificate Program | 1995 - 1996 |
| Emerson College
Film/Mass Communications Program <ul style="list-style-type: none">President of Emerson Experimental Film and Animation Society. | 1984 - 1989 |

References available upon request

Commission Name: Arts Commission

Name: Daniel Berube

Address: 199 N. Adams Street
Manchester, NH 03104

Phone: 603-331-8991

E-mail: dBerube@boscpug.org

Department Head: Matt Normand

Manny Content

155 North Adams ST, Manchester NH. 03104 603-785-8962 mcontent@ccnne.com

Objective Help with Community issues

Experience

Warehouse
Coca- Cola Northern New England Manchester N.H.May 1984 –[End date]
Janitor Warehouse help
Keep Warehouse clean, maintain grounds

Cooler Service
Coca-Cola Northern New England Manchester N.H.
Cooler service
Deliver and maintain equipment

Driver/ Utility
Coca –Cola Northern New England Manchester NH.
Route Jumper/ Utility man
Cover vacations/ drivers helper

Corporate Key Account Manager
Coca-Cola Northern New England Bedford NH., [City, ST]
Key Account Executive calling on Major National C store chains.
Build out selling plans in conjunction with Coke North America
Multi-Cultural Segment Manager for CCNNE.

Education [Degree obtained]
Plymouth State College, [City, ST]
none

Interests Lifelong resident of Manchester connected in the community

References References are available on request.

Commission Name: OYS Advisory Board
Name: Manny Content
Address: 155 N. Adams Street
Manchester, NH 03104
Phone: 785-8962
E-mail: mcontent@ccnne.com
Department Head: Dorothy Krasner



STATEMENT OF WORK

WITH

City of Manchester

And

SAU #37 Manchester NH School District

DEPENDENT ELIGIBILITY VERIFICATION AUDIT

DATED

2/8/2016

5000 Birch Street
West Tower, Suite 1400
Newport Beach, CA 92660
www.secova.com

SOW - Description of Services

DESCRIPTION OF SERVICES	
DEPENDENT ELIGIBILITY VERIFICATION AUDIT	
<p>Secova Project Components</p>	<ul style="list-style-type: none"> ■ Verification Objectives <ul style="list-style-type: none"> ○ Communicate to all City of Manchester and SAU #37 Manchester NH School District (hereinafter “Customer”) Health Plan Subscribers with enrolled dependents the processes that will be implemented to manage dependent eligibility. ○ Educate Health Plan Subscribers about Customer’s dependent eligibility rules and improve compliance regarding enrolled dependents. ○ Request, collect and retain the required documentation from all Subscribers with dependents enrolled in Health Plan benefits. ○ Provide the Customer with cost savings in required benefit funding reserves through termination of dependents who do not comply with eligibility requirements. ○ Request dependent social security numbers not already on file with the Customer. ■ Verification Population <ul style="list-style-type: none"> ○ All dependents of Subscribers enrolled in Health Plan benefits as of March 1, 2016. ■ Communications <ul style="list-style-type: none"> ○ Secova will work with Customer to develop and produce clear Subscriber communications including written communication and call center scripts. Secova will cooperate with the Customer in good faith with respect to the manner in which all communications with Subscribers will be handled. Secova agrees that all such communications will be handled in a professional and businesslike manner and in a manner that does not in any way reflect poorly on the Customer. All Subscriber communications (including written communications and call center scripts) will be approved by the Customer in writing prior to distribution. Communications distributed in the form of email (if provided), direct mail and direct phone calls to the Subscriber’s home. Secova may utilize a third-party print vendor for a portion of the Project communications. Project communications will include: <ul style="list-style-type: none"> ○ Announcement (Project First Communication Mailing) – Brief notification to Subscribers with enrolled dependents that the verification audit will commence shortly and introduces Secova as the administrator of the audit on behalf of the Customer. Provides subscribers an opportunity to voluntarily remove ineligible dependents without further consequence. ○ Verification Packet (Project Second Communication Mailing) – Personalized verification packet mailed to the homes of all Subscribers with at least one dependent enrolled in Health Plan Benefits, subject to verification.

DESCRIPTION OF SERVICES

DEPENDENT ELIGIBILITY VERIFICATION AUDIT

- **Verification Packet** (continued)
 - Verification Letter with overview and instructions
 - Verification Form with personal information listing the dependents to be verified; Definitions and Required Documents listing the dependent eligibility rules and outlining the documentation required to verify eligibility.
 - Self-addressed return envelope Self-Addressed Return envelope
- **Reminder Postcard** (Project Third Mailing)
 - Reminder postcard mailed to Subscribers who have not responded to previous communications.
- **Pending Cancellation of Coverage Letter** (Project Fourth Mailing)
 - A Pending Cancellation of Coverage letter will be mailed to every Subscriber with one or more unverified dependents at the conclusion of the Verification Phase. This provides a final opportunity for Subscribers to provide the necessary documentation ("Grace Period") without having to follow formal Health Plan appeal procedures for coverage reinstatement.
- **Final Determination Notice** (Project Fifth Mailing)
 - A Final Determination Notice will be mailed to every Subscriber with one or more unverified dependents at the conclusion of the Grace Period. This serves to notify subscribers of any terminations of coverage for dependents who were not verified by the close of the Grace Period.
- **Outbound Contact**
 - When Subscriber contact information is available, a minimum of three outbound telephone calls (two automated, one via live agent) will be made to contact Subscribers that fail to respond to the previous Verification and Reminder mailings.
- **Receipt of Documents Notice**
 - A document receipt notice will be emailed to every Subscriber with a valid email address on file upon receipt of document submission.
- **Incomplete Notice**
 - A notice will be emailed or mailed (if no email address on file) to every Subscriber who submits insufficient documentation to verify all dependents and will detail the specific reason(s) the documentation is incomplete. The notice will include instructions on submitting the additional required documentation.
- **Confirmation Notice**
 - Notice emailed or mailed (if no email address on file) to Subscribers confirming the eligibility status of each dependent enrolled, once the verification process is complete for all dependents.

DESCRIPTION OF SERVICES	
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DEPENDENT ELIGIBILITY VERIFICATION AUDIT	
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	<ul style="list-style-type: none">■ Call Center Services<ul style="list-style-type: none">○ The Secova Service Center will support all questions related to the Project through live call agents. Secova provides limited bi-lingual staff in its service centers but provides language line assistance through Language Select Telephone Interpreting Services. Specific eligibility enrollment questions not related to dependent verification will be transferred to the appropriate eligibility and enrollment vendor for handling. Secova will provide a non-vanity toll-free number that will be available 15 hours per day, Monday - Friday during each phase of the Project with call center services based in US service centers. Secova will capture and record all employee communications. Secova will provide pre-employment screening, train and manage all agents handling phone calls.■ Documentation Requirements<ul style="list-style-type: none">○ Secova will work with the Customer to establish verification documents that must be submitted by Subscribers to substantiate and verify dependent eligibility status.■ Documentation Management<ul style="list-style-type: none">○ Documents submitted to support eligibility status can be submitted securely online, by mail or fax or mail. Secova will receive and scan all hard copy documents in our US service center. Imaged documents will be stored in a dedicated offsite server located in the US. Hard copy mailed documents will be batched and stored in an onsite secure and dedicated locked storage area for the duration of the Project. All hard copy documents will, at the Customer's election, either be sent to the Customer (cost of preparation and mailing to be billed separately to the Customer at rates mutually agreed upon by Secova and the Customer or destroyed on site at Project conclusion after Customer approval. Document images will be reviewed and verified in US Service Center. Document images will be provided to the Customer in electronic format at Project completion. Copy and print functions will be blocked for all non-supervisory Project personnel. Secova will provide pre-employment screening, train and manage all document processing agents.■ Data Management<ul style="list-style-type: none">○ Secova will load the initial data file and subsequent update files into its system. Secova will provide notice of dependent's reported as "Not Eligible" to Customer in a mutually agreeable format. All data will be transmitted via secure protocol and all inbound data from the Customer will be stored in our secure facilities. Customer Project data will be stored in electronic files maintained in a secure offsite facility for six years. After six years, Customer will be notified in writing not less than 30 days in advance of the destruction of the files.	
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DESCRIPTION OF SERVICES

DEPENDENT ELIGIBILITY VERIFICATION AUDIT

■ Reporting

- Secova will track and report daily to Customer the incoming volumes of web, mail, fax, e-mail, and phone calls related to the Project. Reports of the general status of the Project will also be provided on a weekly basis or as otherwise agreed upon by Customer and Secova in writing.

■ Project Schedule

- **Phase 1 Services:** Project planning, preparation, resource allocation and training for first Project communication.

Time period: Project kick-off meeting until commencement of Project Second Communication Deployment.

- **Phase 2 Services:** Conduct Project Second Communication Deployment, inbound call center support, document verification processing planning, preparation, resource allocation and training for second Project communication.

Time period: Project Second Communication Deployment until commencement of Project Third Communication Deployment.

- **Phase 3 Services:** Conduct Project Third Communication Deployment, inbound call center support, document verification processing, planning, preparation, resource allocation and training for third Project Communication and outbound follow-up calls.

Time period: Project Third Communication Deployment until commencement of Project Fourth Communication Deployment.

- **Phase 4 Services:** Conduct Project Fourth Communication deployment, inbound call center support, outbound follow-up contact, document verification processing, termination notices, results summary and recommendations.

Time period: Project Fourth Communication Deployment until commencement of Project conclusion.

■ Project Management

- Secova will manage the delivery and operation of all Project components for Customer including resource provision, allocation, timing and performance quality.

DESCRIPTION OF SERVICES	
DEPENDENT ELIGIBILITY VERIFICATION AUDIT	
<p>Project Deliverables (considered Work Product for purposes of the Professional Services Agreement)</p>	<ul style="list-style-type: none"> ■ Verification Conclusion <ul style="list-style-type: none"> ○ A data file with a verifications status on each dependent ○ A data file with a copy of all scanned documents submitted during the verification process. ○ Final Project report with trends and analysis of the verification results. ○ Destruction on site of all verification documentation submitted in hardcopy or returned to Customer at Customer expense. ○ Recommendation of cost savings recovery plans from activities such as plan tier structure changes and plan reserve funding changes. ○ Report and recommendations for future compliance and cost savings activities ○ Short and long-term recommendations to improve the Eligibility Management process and comparisons to industry benchmarks and best practices

DESCRIPTION OF SERVICES	
DEPENDENT ELIGIBILITY VERIFICATION AUDIT	
<p>Health Plan Project Requirements</p>	<ul style="list-style-type: none"> ■ Project Requirements <ul style="list-style-type: none"> ○ Timely review and approval of communication documents, schedules, project plans and other Project related materials. Customer shall be provided with a reasonable amount of time for such review and approval ○ Timely delivery of required data files as specified herein. ○ Reasonable availability of a Customer resource for weekly project status meetings and discussion and resolution of non-standard and critical problem issues. ○ Reasonable availability of Customer staff during the onsite Eligibility Management Review.

PERFORMANCE GUARANTEES

MAXIMUM PROJECT FEES AT RISK: 10%				
SERVICE	DESCRIPTION OF PROPOSED PERFORMANCE STANDARD	MEASUREMENT	PERCENT OF FEES AT RISK	
Customer Service	Call Center Average Speed of Answer 45 seconds or less	Defined as the amount of time a call is answered by the IVR or a live agent after the call is transferred to the automated call distribution system.	Total speed of answer (in seconds) divided by the number of calls received.	1%
	Call Center abandonment rate 5% or less	Defined as a call disconnected by the caller after the call is transferred to the automated call distribution system following opening greeting (30 seconds)	Total number of telephone calls abandoned less "short abandons" (those dropped in the initial 30 seconds of the call) / total number of telephone calls received less short abandons	1%
	Blocked calls less than 3%	Defined as a call where the caller receives a busy signal due to insufficient phone lines.	Total number of telephone calls with busy signals/total number of telephone calls.	1%
Document Processing Time	Document processing within 4 business days of receipt.	Defined as the amount of time marked between indexing of document and validation processing against the dependent record	Average of actual time for all documents processed	1%
Audit Accuracy	100% accuracy of submitted documents processed in Secova's system as of the end of the project against Customer approved eligibility rule matrix.	Defined as the appropriate processing of dropped dependents as of the end of the "Grace Period" of the project against Customer approved eligibility rule matrix.	Number of dependents dropped in compliance with the eligibility rules as of the end of the "Grace Period" of the project divided by the number of dependents dropped.	1%
Website Guarantee	99% availability of online portal to both administrators and subscribers	Defined as the amount of time outside of pre-defined normal maintenance schedules that the portal is available.	Total time available as a percentage of total time (less maintenance time) during applicable scheduled phases of the project.	1%
ROI Guarantee	Minimum of 5:1 Return on Investment	Defined as the total savings associated with the identified non-verified dependents presented as a ratio of total project costs.	Annual cost per dependent type multiplied by the number of identified non-verified dependents (by dependent type) against total fees charged by Secova for the project. A cost per dependent of \$6,977 will be utilized in this calculation. Measured at the time the project ends.	5%

FEE FOR SERVICES		FEE
DEPENDENT ELIGIBILITY VERIFICATION AUDIT		
Service Fees	<ul style="list-style-type: none"> ■ Project Fee ■ Assumptions <ul style="list-style-type: none"> ○ Project based on 2,556 Subscribers with 4,187 enrolled Dependents ○ Fees quoted are subject to review in the event the Subscriber or Dependent count increases / decreases by 10%. Based on initial census file received from Customer ○ Deliverables contingent upon receiving data from Customer and/or third party as agreed during implementation. Performance penalties will not apply on delayed deliverables by Secova due to untimely receipt of Customer data. ○ Scheduled Maintenance (system may be temporarily unavailable) 	\$9.95 per dependent (all inclusive)
Fee Payment	<ul style="list-style-type: none"> ■ Fee Schedule <p>Secova shall invoice Customer for the Service Fees and related expenses in accordance with the Schedule set forth below:</p> <ul style="list-style-type: none"> ○ Phase 1 Project Services (estimated March 2016): At the time the Agreement is signed, 20% of estimated total Project Fees. ○ Phase 2 Project Services (estimated April 2016): At Deployment of Project First Mailing, 35% of estimated total Project Fees and estimated expenses. ○ Phase 3 Project Services (estimated May 2016): At Deployment of Project Second Mailing, 25% of estimated total Project Fees and estimated expenses. ○ Phase 4 Project Services (estimated July 2016): Upon Project conclusion, 20% of estimated total Project Fees and estimated expenses. ○ Fees are due to Secova within 30 days of Invoice Date. Late payments are subject to 1.5% monthly fee. ■ Fees Based on Administrative Services <ul style="list-style-type: none"> ○ The Services provided under this Agreement are administrative in nature and scope. Secova is not responsible for: (i) any HMO, DMO, third-party administrator and/or insurance carrier-related benefit matter or dispute; (ii) any subscriber or subscriber with regard to selection of medical providers; or (iii) patient claims for benefits under Customer Health Plan (except for claims resulting from Secova's breach of its obligations under this SOW and/or the Agreement). 	

FEE FOR SERVICES		FEE
DEPENDENT ELIGIBILITY VERIFICATION AUDIT		
Fee Payment	<ul style="list-style-type: none"> ■ Additional Expenses In addition to the expenses set forth above, Customer will pay Secova for the following: <ul style="list-style-type: none"> ○ Reasonable outside supplier services charges, such as shipping, data communication charges, and reasonable fees for any equipment leased solely for Customer's use at the Customer's request ○ Reasonable charges for outside supplier services used for communication projects requested by Customer, such as designers, typesetters, printers and assemblers who bill Customer directly. ○ Any and all sales taxes, tariffs, duties or similar government-imposed charges resulting from the provision of the Secova service to Customer. This shall not, under any circumstances, include taxes based on the net income of Secova ○ Reasonable fees for any outside professional administrative services which Customer requests Secova to arrange, including but not limited to, fees payable to actuarial consultants. 	

Except as expressly set forth in this SOW, Secova will not incur any additional expenses (including the expenses listed above) without Customer's prior written direction after Secova's presentment of a reasonable estimate of such expense to Customer. All expenses to Subscribers will be billed as a pass-through expense. Secova will submit supporting documentation of such expenses at Customer's request.

The total fees and expenses for the Project shall not exceed the estimated fees and expenses without Customer's prior written approval, which shall not be unreasonably withheld.

Agreed to and Accepted as of _____, 2016 by:

CITY OF MANCHESTER

SECOVA, INC.

BY: _____

BY: _____

NAME: _____

NAME: Venkat Tadanki

TITLE: _____

TITLE: President & CEO

DATE: _____

DATE: _____

SAU # 37 MANCHESTER, NH SCHOOLS

BY: _____

NAME: _____

TITLE: _____

DATE: _____



MASTER SERVICES AGREEMENT

WITH

CITY OF MANCHESTER

AND

SAU #37 MANCHESTER NH SCHOOL DISTRICT

FEBRUARY 8, 2016

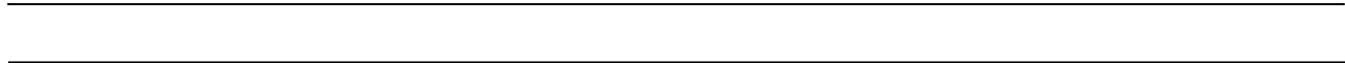
5000 Birch Street, West Tower, Suite 1400
Newport Beach, California 92660 - 2127
www.secova.com

GENERAL TERMS & CONDITIONS

Secova, Inc. ("Secova"), a Delaware corporation, with offices at 5000 Birch Street, West Tower, Suite 1400, Newport Beach CA. 92660 agrees to provide **THE CITY OF MANCHESTER AND SAU #37 MANCHESTER NH SCHOOL DISTRICT** located at **1 City Hall Plaza, Manchester, NH 03101** ("Customer"), and Customer agrees to purchase from Secova, certain dependent eligibility verification services as set forth in the Statement of Work attached hereto as Schedule A (the "SOW") and as set forth in this MASTER SERVICES AGREEMENT ("Agreement").

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. **Term.** This Agreement shall be in full force and effect as of **March 1, 2016**, and unless terminated pursuant to Section 14, will continue for the term set forth in the Statement of Work (SOW) inclusive of any renewal terms or options ("Renewal Term") specified in the SOW.
2. **Terms of Payment.** The Customer shall pay fees to Secova pursuant to the SOW for the services listed in the SOW. Secova agrees that it shall receive no direct or indirect compensation from the Customer or any other source related to the services under this Agreement other than as disclosed in this Agreement. All invoices of fees provided in the SOW shall be submitted to Customer at the billing address designated on the applicable invoice. Undisputed fees for each properly and accurately prepared invoice shall be payable within thirty (30) days after its receipt by Customer; provided that failure to make timely payment shall be deemed to constitute a material breach by Customer, if Customer fails to make payment within thirty (30) days of Customer's receipt of notice of non-payment from Secova and in the absence of a dispute as to the amount payable. Customer is required to provide written notification of any disputed invoice or fees within fifteen (15) business days of receipt of the invoice. Such notification shall include a description of the disputed fee. Secova and Customer agree to work in good faith to resolve such dispute within ten (10) business days of the notification by Customer.
3. **Invoicing.** Secova will submit invoices to Customer per the terms and frequency as specified in the SOW. All applicable taxes, if any, will be identified as a separate line item.
4. **Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings:
 - 4.1. **"Confidential Information"** means all information that is not generally known to the public and in which a party has rights of any kind, including, but not limited to, non-public information regarding the the Secova Services or Secova System, proprietary technology, trade secrets, know-how, inventions (whether or not patentable), ideas, improvements, works of authorship, derivative works, modifications, product development plans, forecasts, strategies, names and expertise of employees and consultants, techniques, processes, algorithms, schematics, software programs, designs, together with all other business and technical information that a party discloses to the other party, and such other information as is deemed confidential by the disclosing party and identified as such at the time of disclosure. The following shall not be deemed "Confidential Information" for the purposes of this Agreement: information that (a) is already known to the non-disclosing party at the time of disclosure; (b) is or becomes publicly known through no wrongful act of the non-disclosing party, including by public announcement by the disclosing party; (c) is received from a third party without similar restrictions and without breach of this Agreement; or (d) is independently developed by the non-disclosing party. If either party is lawfully required to disclose the Confidential Information of the other in response to a request by any governmental agency, court, or other person or entity, the disclosing party must inform the other party of such circumstances with reasonable advance notice so that such other party may take appropriate measures to protect its Confidential Information. Secova acknowledges that documents and information provided by the Customer shall remain the property of the Customer and shall at all times be deemed Confidential Information of the Customer. The parties agree that the treatment of protected health information relating to the Customer's participants and dependents will be governed by the Business Associate Agreement between the parties.
 - 4.2. **"Customer Data"** means data that is provided to Secova by or on behalf of Customer, including but not limited to group identity, member enrollment, eligibility, coverage, payment history, and databases which incorporate such information.
 - 4.3. **"Customer's Provider Contracts"** means, collectively, the Customer's agreements with the providers that perform services for Customer pursuant to Customer's Plans of benefits, including but not limited to any agreement between Customer and a third party administrator or insurance company.
 - 4.4. **"Dependent"** means a person who is an eligible dependent of a Participant under the terms of Customer's Plan of benefits.
 - 4.5. **"Participant"** means a person who is a participant under the terms of Customer's Plan of benefits.



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- 4.6. **“Implementation Services”** means the services necessary to set up and implement the Secova Services for Customer.
- 4.7. **“Implementation Schedule”** means the written schedule prepared by Secova and agreed to by Customer during the initial phase of the implementation that outlines the timeline and responsibilities for services to be performed by the Customer and Secova that are necessary to set up and implement the Secova Services as specified in the SOW for Customer.
- 4.8. **“Intellectual Property”** means all worldwide intangible legal rights or interests evidenced by or embodied in (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; and (d) any other similar rights as defined by applicable law.
- 4.9. **“Secova Services”** means the services provided to Customer by Secova as described in this Agreement, including but not limited to the SOW, as well as all updates, improvements, or modifications to those services.
- 4.10. **“Secova System”** means the system developed and operated by Secova, including all related hardware and software, which delivers the Secova Services.
- 4.11. **“Website”** means the designated website through which Customer and Participants and Dependents can access the Secova Services.
5. **Changes.** Customer may from time to time request changes to the services described in the SOW (“Changes”) or additional services not specified in the SOW (“Additional Services”). Customer will notify the Secova account manager assigned to Customer’s account in writing of the Changes or Additional Services desired, in writing (“Change Request”). Each Change Request will specify any special terms applicable to the request. In the event any Change or Additional Service requires development or consulting services, the parties will mutually agree upon the rates on a time and material basis, plus reasonable travel and related out-of-pocket expenses incurred by Secova personnel in performing the Changes or Additional Services, as applicable.
6. **Fees and Related Obligations.** Customer agrees to pay the undisputed fees, rates and charges set forth or referenced in the SOW, and all sales taxes, tariffs, duties or similar government-imposed charges resulting from the provision of the Secova Services to Customer, except to the extent any sales taxes, tariffs, duties or similar government-imposed charges result from Secova’s negligence or misconduct in the performance of its obligations to the Customer.
7. **Services; Responsibilities.**
- 7.1. **Access to Secova Service.** Secova shall provide to the Customer the Secova Services. Subject to the terms and conditions of this Agreement, Secova hereby grants, and Customer hereby accepts, a limited non-exclusive, non-transferable, non-assignable license to access and use the Secova System and Website for the purposes as stated in the SOW. If so stated in the SOW, such right includes the right to allow Employees to access and use the Secova Website for the purposes contemplated herein, provided that each Employee agrees to the terms of an on-line end user service agreement set forth in the Employee Online Access Agreement as presented to the Employee by the Secova System at initial log-in, prior to accessing the Website. Customer may use the Secova System and Website for its own internal use only. Customer shall have no right to market, sell, distribute, use the Secova System and Website for commercial purposes, or make the Secova System and Website available to any third party administrator, subcontractor, outsourced service provider of any kind, or consultant without the express written permission of Secova. Customer shall be entitled to access and use the Secova System and Website as described in this Agreement as of the effective date of the Agreement and completion of all implementation tasks associated with the Secova System and Website as per the SOW.
- 7.2. **Implementation and Secova Services.** Customer understands that the Implementation and Secova Services specified in the SOW will be required to enable Customer to use the Secova System and Website and to enable Secova to provide ongoing support to Customer. Customer further understands that Secova’s ability to complete the Implementation Services is dependent on Customer performing its responsibilities as outlined in the SOW in a timely manner and performing its responsibilities in accordance with the Implementation Schedule. Customer’s failure to meet the deadlines set forth in the Implementation Schedule or to request changes to approved documents or project timelines described therein may result in additional fees to the Customer as outlined in paragraph 5. Further, (if applicable), as part of the Implementation Services, Secova will customize the user interface of the Website to display any of its Marks or other branding information.
- 7.3. **Performance Guarantees.** Secova shall be subject to the Performance Guarantees outlined in the SOW. In the event that Secova does not meet its Performance Guarantees, the Customer shall be entitled to all remedies available to it, either at law or in equity, including any penalty specified in the SOW.

7.4. **Other Responsibilities.** Additional responsibilities, if any, of Secova and Customer relating to the Secova Service are set forth in this Agreement and the SOW.

8. **Ownership and Proprietary Rights.**

8.1. **Secova Services and Secova System.** Customer acknowledges and agrees that Secova owns all right, title and interest in the Website, the Secova System, and all Intellectual Property contained therein, including, but not limited to all software, in both machine-readable and printed form, and all derivative works thereof, and any trademarked or copyrighted material which resides on the Website, the Secova System or which is incorporated as part of the Secova Services or which is distributed in conjunction therewith (excluding Customer or third party Marks and Customer Data), and all related technical know-how and all rights therein, including, without limitation, rights in patents, copyrights, and trade secrets applicable thereto (collectively, "Secova Intellectual Property"). All right, title, and interest in and to the Secova Intellectual Property shall remain in Secova. Copyright, trade secret and other intellectual property laws and treaties of the United States and other countries protect all such Secova Intellectual Property. Customer may not reverse engineer, de-compile, disassemble, modify in any way or create derivative works of the Secova Intellectual Property, or take any action to jeopardize, limit or interfere in any manner with Secova's ownership of and rights with respect to any Secova Intellectual Property. Customer shall have only those rights in and to the Secova Intellectual Property granted to it pursuant to this Agreement. Notwithstanding the above, all data files, reports, and other documents provided to the Customer pursuant to the Secova Services shall be the property of the Customer and shall not be considered Secova Intellectual Property.

8.2. **Trademarks.** Each party owns all right, title, and interest in its own trademarks, trade names and service marks, and logos (collectively, "Marks"), and the other party will acquire no rights in such Marks. Neither party shall use the name or Marks, whether registered or not, of the other party in publicity releases or advertising or in any other manner, without securing the prior written approval of the other party. Notwithstanding the foregoing, Customer may use Secova's Marks solely for internal use in providing informational material to Customer's Participants and Dependents about the Secova Services, provided that Customer adheres to the trademark usage guidelines Secova may provide from time to time. Similarly, Secova may use Customer's Marks for the purposes of providing a customized user interface of the Website for Customer's use of the Website and the Secova Services hereunder.

8.3. **Customer Data.** The parties acknowledge that performance of the Secova Services will require Secova to have access to Customer Data. Secova agrees that any and all Customer Data, including Customer Data provided by Employees, and benefits carriers, which becomes available to Secova as a result of this Agreement and the services provided hereunder is and at all times shall remain the proprietary property of the Customer unless the Customer and Secova mutually agree otherwise in writing or by electronic means acceptable to both parties.

9. **Confidential Information.**

9.1. **Confidential Information.** Each party shall hold in trust and confidence and shall not disclose any Confidential Information of the other party other than to Secova's own employees and the Customer's third party administrator, benefit consultant, and accountant who have a need to know. In so doing, such party shall use the same degree of care, but no less than a reasonable degree of care, as such party uses to protect its own confidential information of a like nature.

9.2. **Exceptions to Confidential Information.** Notwithstanding the obligations set forth in this Article, the confidentiality obligations of Secova and Customer shall not extend to information that (a) was, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than receiving party; (b) the receiving party can demonstrate was independently developed by the receiving party without use of or reference to any code, documentation or materials provided by the other party; or (c) the receiving party can demonstrate was subsequently learned from a third party not under a confidentiality obligation to the providing party. In the event that a receiving party is required to disclose certain Confidential Information of a disclosing party pursuant to court order or government authority, the receiving party shall promptly provide notice to the disclosing party prior to such disclosure, to the extent such prior notice is legally permissible, and shall cooperate with the disclosing party to obtain protection from, and/or contest, such disclosure.

9.3. **Additional Confidentiality Commitments.** The parties agree that they shall not disclose the terms and conditions of this Agreement with any person or entity, without the other party's prior written consent, except for disclosure to their employees and agents and Customer's legal counsel, benefit consultant, and third party administrator who have a need to know the terms of this Agreement, or as required by law (provided that the parties provide prior notice and cooperation as described above in this Article).

9.4. **HIPAA.** Secova agrees to render the Secova Services in conformance with the Health Insurance Portability and Accountability Act, as amended (“HIPAA”), and the Business Associate Agreement executed between the parties (which is attached to this Agreement as Schedule B) to the extent applicable to Secova’s provision of services hereunder. Notwithstanding any other provision of this Agreement or the SOW to the contrary, the parties’ Business Associate Agreement will govern Secova’s use, disclosure and handling of the Customer’s Protected Health Information, as that term is defined under HIPAA.

9.5. **Security.** Secova will maintain industry standard security technical procedures for the Customer Data residing on the Secova System. Secova reserves the right to change such procedures at any time in its sole but reasonable discretion, upon notice to Customer. In the event of a material defect with respect to security, Secova, after receipt of notice of such event, will use reasonable commercial efforts to determine the cause of such event. If such defect is caused by a fault or error in the Secova Services, the Secova System or the Secova network infrastructure, Secova will take reasonable commercial steps to remedy such fault or error. To the extent that a material defect in security will impact this contract, Secova will inform Customer.

9.6. **Protecting and Storing Records; Back-Ups and Updates.** Secova shall retain any and all records of the services it provides to the Customer, including all Customer Data, in accordance with this Agreement, the parties’ Business Associate Agreement, the requirements of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and other applicable federal and state law, for six (6) years beyond the termination of this Agreement or any applicable statute of limitations period, whichever is longer, and shall make these records available for inspection and audit by authorized representatives of the Customer. The Customer shall also have the right to audit the books and records of Secova to determine whether the Performance Guarantees outlined in the SOW have been met. The Customer’s right to audit these records, for the period covered by the Agreement, will survive the termination of this Agreement. These records will be stored and kept in the continental United States. Secova represents that it has in place adequate policies or procedures to protect against potential theft, misuse, or loss of these records, including but not limited to having back-up electronic storage of these records in more than one place. Secova shall maintain commercially reasonable safeguards against the destruction, loss, and alterations of Customer Data (as defined in this Agreement) in the possession of Secova. Secova, at no additional cost to Customer, shall perform (a) incremental daily backups, and (b) full weekly backups. In the event of loss of Customer Data caused by Secova,

Secova shall use commercially reasonable efforts to regenerate the lost Customer Data, at Secova’s expense, as soon as practicable within ten (10) business days from the date Secova is notified or otherwise becomes aware of the loss. Secova will provide to Customer all updates, upgrades, improvements, or beneficial modifications to the Secova Services and the Secova System that are made generally available to all users of services similar to the Secova Services as soon as those updates, improvements, or beneficial modifications are available within Secova.

10. Warranties.

10.1. **Secova Warranties.** Secova represents and warrants that, to the best of its knowledge, the Secova Services delivered to Customer by Secova will be in compliance with applicable law and this Agreement. These representations and warranties will not apply to material authored or supplied by Customer or any third party, or with respect to any use of Secova Services or the Website which constitutes an infringement because of its use with or in combination with any other software programs.

10.2. **Customer Warranties.** Customer represents and warrants that, to the best of its knowledge, its actions pursuant to this Agreement will be in compliance with applicable law and this Agreement.

10.3. **DISCLAIMER OF WARRANTIES.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR ALL RISK ARISING FROM CUSTOMER’S USE OF THE SECOVA SERVICE. THE SECOVA SERVICE, WEBSITE, SECOVA SYSTEM AND SECOVA NETWORK ARE BEING OFFERED ONLY ON AN “AS IS” BASIS, EXCEPT AS SET FORTH HEREIN, SECOVA MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND, EXPRESS OR IMPLIED. NO ADVICE OR INFORMATION GIVEN BY ANY SECOVA REPRESENTATIVE OR AFFILIATE SHALL CREATE ANY OTHER WARRANTY. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY AND COMPLETENESS OF ITS INFORMATION IN THE SECOVA SYSTEM, THE WEBSITE AND SECOVA SERVICE AND ACKNOWLEDGES THAT ITS EMPLOYEES AND OTHER AUTHORIZED USERS MAY ACCESS AND CHANGE INFORMATION ON THE SYSTEM, AND THAT SECOVA HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED BY CUSTOMER OR EMPLOYEES, AND ACCEPTS NO RESPONSIBILITY FOR ANY CONSEQUENCES OR DAMAGES ARISING FROM OR RELATING TO CUSTOMER’S FINAL EMPLOYEE OR EMPLOYEE DEPENDENT

ELIGIBILITY DESIGNATION DECISIONS. SECOVA DOES NOT INTEND TO BE A FIDUCIARY OF THE CUSTOMER AS DEFINED UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974.

CONSEQUENTIAL DAMAGES. EXCEPT AS REQUIRED BY LAW, IN NO EVENT WILL SECOVA BE LIABLE TO CUSTOMER, ITS EMPLOYEES OR ANY OTHER THIRD PARTY FOR ANY LOST PROFITS, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE AND REGARDLESS OF WHETHER SECOVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY REMEDY.

10.4. **LIMITATION TO LIABILITY.** IN NO EVENT WILL SECOVA'S PROFESSIONAL LIABILITY TO CUSTOMER, ITS EMPLOYEES OR ANY OTHER THIRD PARTY RELATED TO OR ARISING OUT OF THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT PAID BY CUSTOMER TO SECOVA DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO SECOVA'S LIABILITY. ADDITIONALLY, IN NO EVENT SHALL SECOVA BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY CLAIMS OR DAMAGES WHICH MAY ARISE FROM OR RELATE TO ANY FINAL EMPLOYEE OR EMPLOYEE DEPENDENT ELIGIBILITY DETERMINATIONS IN ACCORDANCE WITH CUSTOMER'S ELIGIBILITY CRITERIA.

11. Indemnity.

11.1. Secova shall indemnify, defend, and hold harmless the Customer, its trustees, and agents, from and against any and all claims, actions, demands, costs, and expenses, including reasonable attorney fees and disbursements, as a result of a breach by Secova of any of its obligations under this Agreement or arising out of the negligent act, omission, willful misconduct, breach of any obligation, or failure to comply with any applicable law or regulation or provision of this Agreement by Secova, its officers, directors, shareholders, employees, and agents. If the Secova System or the Secova Service becomes, or in the opinion of Secova may become, the subject of a claim of infringement of a United States patent, copyright or trade secret as set forth in this Article, Secova may, at its sole option: (i) obtain for Customer the right to continue using the Secova System or the Secova Service; (ii) replace or modify the Secova System or the Secova Service to make it non-infringing or; if, in Secova's sole opinion, neither (i) or (ii) is commercially reasonable, terminate this

Agreement. Secova shall have no obligation to Customer pursuant to this Article for any claim based upon (i) modifications made to the Secova System or the Secova Service by Customer, other than as authorized by Secova, (ii) the combination, operation or use of the Secova System or the Secova Service in a manner inconsistent with the terms of this Agreement or the combination, operation or use of the Secova System or the Secova Service with any product, service or software not supplied by Secova if such claim of infringement would have been avoided but for such combination, operation or use. THIS ARTICLE, AND SECTION 10.4, SETS FORTH SECOVA'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES ARISING IN CONNECTION WITH ANY CLAIM THAT SECOVA IS OBLIGATED TO DEFEND UNDER THIS ARTICLE, INCLUDING WITHOUT LIMITATION, CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION BY THE SECOVA SYSTEM OR THE SECOVA SERVICE OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

11.2. Customer shall indemnify, defend, and hold harmless Secova, its officers, directors, employees, and agents, from and against any and all claims, actions, demands, costs, and expenses, including reasonable attorney fees and disbursements, as a result of a breach by the Customer of any of its obligations under this Agreement or arising out of the negligent act, omission, willful misconduct, breach of any obligation, or failure to comply with any applicable law or regulation or provision of this Agreement by the Customer, its trustees, and agents.

12. **Correction of Errors.** Customer must give prompt notice of any error or suspected error regarding the Secova Services, and Secova will correct any error as soon as possible, and confer with Customer regarding any suspected error regarding the Secova Services and take any necessary action to correct the error in a timely manner. Any reprocessing or related services rendered by Secova due to the errors of Customer will be billed to Customer as additional services.

13. **Provision of Benefits.** Secova is not responsible for the provision of benefits under any of Customer's Provider Contracts, or Plans of benefits, including any medical or dental benefits, whether under a fully-insured or self-insured coverage option.

14. Termination.

14.1. **Termination on Breach.** Either party may terminate the Agreement, without cause, by providing sixty (60) days written notice of such termination to the other party. Without limiting any other rights or remedies that either party may have under this Agreement, a non-breaching party

alleging a material breach of this Agreement shall provide the other party a written notice of breach and right to cure ("Preliminary Breach Notice") via certified U.S. mail, return receipt requested, which describes the breach in reasonable detail, the recipient of the Preliminary Breach Notice shall have thirty (30) days from the receipt of this Preliminary Breach Notice to cure the alleged breach ("Right to Cure Period"). If the breach is not cured to the satisfaction of the non-breaching party within the Right to Cure Period, the non-breaching party may immediately terminate the Agreement by written notice to the other party. The parties agree that Customer's failure to pay fees due to Secova in accordance with Paragraph 2 above shall constitute a material breach of this Agreement. Either party may immediately terminate this Agreement and the SOW upon written notice if the other party: (a) passes a resolution for winding up (otherwise than for a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect and such order is not discharged within ninety (90) days; (b) enters into any voluntary arrangement with its creditors for the benefit of its creditors; (c) admits in writing its inability to meet its financial obligations as they become due; or (d) ceases to carry on business.

14.2. Rights and Obligations on Termination. Upon termination of this Agreement, each party shall promptly return to the other party all Confidential Information, papers, materials, and other properties of the other party then in its possession or under its control, including any copies which have been distributed to any third parties. Any Project Deliverables listed in the SOW that are provided to Customer by Secova shall not be considered Confidential Information, papers, materials, or other properties of Secova and will not be returned to Secova.

14.3. Effect on Rights. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Within 30 days of termination of this Agreement, Customer shall pay to Secova all undisputed sums then due and owing. Upon termination of this Agreement, all licenses for the Secova Services, Marks, and Secova Intellectual Property granted under this Agreement shall terminate. The respective rights and obligations of Secova and Customer under the provisions of the following Articles shall survive any termination of this Agreement: Fees and Related Obligations; Ownership and Proprietary Rights; Confidential Information; Protecting and Storing Records; Back-Ups and Updates Warranties; Indemnity; and Termination subparagraph Rights and Obligations on Termination. The Business Associate Agreement provisions of Schedule B shall survive termination of this Agreement to the extent provided therein.

15. Attorney's Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, the prevailing party shall be entitled to recovery from the non-prevailing party its reasonable expenses including, but not by way of limitation, attorneys' fees.

16. Independent Contractors. The parties are independent contractors, and this Agreement will not be construed to create a partnership, joint venture or other relationship. Neither party will have, or hold itself out to third parties as having, any authority to bind or enter into any agreement on the other party's behalf.

17. Compliance with Laws. In performing this Agreement, each party will comply with all applicable laws, regulations, orders and other requirements, now or hereafter in effect.

18. Choice of Law. Except to the extent preempted by federal law, this Agreement and the SOW will be governed by and interpreted under the laws of the State of California and the United States of America, without giving effect to applicable conflicts of law principles.

19. Notices. Any notice or other communication under this Agreement or the SOW given by a party to the other party will be in writing and will be deemed properly given when sent to the intended recipient by registered letter, receipted commercial courier, or electronically receipted facsimile transmission (acknowledged in like manner by the intended recipient) at its address and directed to the contact specified on the signature page of this Agreement. A party may from time to time change such address or individual by giving the other party notice of such change in accordance with this Article.

20. Assignment. Neither party shall assign, transfer, or otherwise delegate any of its rights or obligations under this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party. Any assignment with consent does not release the assignor from any of its obligations under the Agreement unless the consent so states.

21. Non-waiver. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of the party's rights to subsequently enforce the provision. The remedies specified in this Agreement are in addition to any other remedies that may be available in law.

22. Severability. If any provision of this Agreement or the SOW is held to be invalid, such invalidity will not affect the remaining provisions.

23. Counterparts; Facsimile Signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be transmitted by facsimile, email, or other electronic means. Upon delivery via facsimile, email, or

other electronic means, a signature shall be deemed an original and shall be admissible in evidence.

24. **Force Majeure.** Neither party hereto shall be liable for the failure to perform of any of its obligations under this Agreement, if such failure is caused by the occurrence of any Force Majeure beyond the reasonable control of such party, including without limitation fire, flood, strikes and other industrial disturbances, failure of transport, accidents, wars, riots, insurrections or acts of God ("Force Majeure Event"). If the period of nonperformance exceeds thirty (30) days from the Force Majeure Event, the party whose ability to perform has not been so affected may terminate this Agreement immediately with written notice.
25. **Entire Agreement.** This Agreement and its Schedules represent the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreements regarding such subject matter, and may be amended or modified only by a written instrument signed by a duly authorized agent of each party.
26. **Non-solicitation.** Both parties agree that they will not at any time during the term of this Agreement, directly or indirectly, without the prior written consent of the other party, (i) solicit, or take any other action which is intended to encourage or induce any employee of the other party to terminate his or her employment with such party, or (ii) interfere in any manner with the contractual or employment relationship between the other party and any employee of such party.
27. **Not a Plan Fiduciary.** Secova is not intended by the parties to be a Fiduciary of the Customer as that term is defined under Section 3(21) of ERISA. Secova's services under this Agreement are limited to the non-discretionary services provided in this Agreement and the SOW. Secova expressly disclaims any discretionary authority or discretionary control with regard to the administration of Customer's employee benefit plans or health plans.
28. **Third Party Rights.** This Agreement is not intended and shall not be construed to create any rights for any third party.
29. **No Personal Liability.** It is understood and agreed that the obligations of Customer are not the personal obligations of the Customer's individual Trustees and that no past, present, or future Trustee of Customer shall have any personal liability hereunder.
30. **Representations and Warranties.**
- 30.1. Secova represents and warrants that, to the best of its knowledge and belief, Secova and its officers have not been the subject of: (i) any litigation filed by clients of Secova; (ii) a criminal investigation or

criminal complaint; or (iii) any investigation by any governmental agency.

- 30.2. Secova represents and warrants that, to the best of its knowledge and belief, Secova and its officers do not have a conflict of interest in connection with its role and responsibilities under this Agreement.
- 30.3. Secova represents and warrants that, to the best of its knowledge and belief, no person disqualified under section 411 of ERISA will provide services under this Agreement.
- 30.4. In the event that, subsequent to the execution of this Agreement, Secova obtains knowledge that the above representations and warranties cease to be valid for any reason whatsoever, Secova shall so advise the Customer in writing within seven (7) business days and specify the circumstances.
31. **Standard of Care.** Secova shall perform its duties and obligations hereunder with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with industry custom and practice would use in the conduct of an enterprise of a like character and with like aims.
32. **Insurance.** Throughout the term of this Agreement and any renewal or extension thereof, Secova shall, at its own expense, maintain professional liability insurance in amounts of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. Secova agrees to provide the Customer with the exact amount of the insurance and the name of the insurance carrier providing such coverage upon request. Secova shall, upon written request, provide Customer with notice of any change or reduction in insurance within thirty (30) calendar days prior to such change.
33. **Taxes.** All payments required by this Agreement are exclusive of all national, state, municipal, or other governmental excise, sales, value-added, use, personal property, and occupational taxes, excises, withholding taxes and obligations and other levies now in force or created in the future, all of which Customer will be responsible for and will pay in full, except for taxes based on Secova's net income or taxes imposed solely as a result of Secova's negligence or misconduct, in which case Secova will be obligated to pay such taxes.

Signature Page

IN WITNESS WHEREOF, the undersigned have affixed their signatures and duly execute this agreement as of the dates specified below.

CITY OF MANCHESTER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SECOVA

BY: _____

NAME: Venkat Tadanki

TITLE: Chief Executive Officer

DATE: _____

SAU #37 MANCHESTER NH SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

DATE: _____

5000 Birch Street, West Tower, Suite 1400
Newport Beach, CA 92660 - 2127
Attention: Bruce Borgos
Phone: (714) 384 - 0636

20284265v1

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Thousand Dollars (\$40,000) for the FY2016 CIP 810816 Impact Fee Study.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate unprogrammed CDBG program income to perform an Impact Fee Study;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By adding:

FY2016 CIP 810816 – Impact Fee Study - \$40,000 CDBG

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

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Eight Thousand Three Hundred Ninety Eight Dollars (\$38,398) for the FY 2016 CIP 410616 DWI Patrol Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$38,398 from the State of New Hampshire Highway Safety Agency for the implementation of the DWI Patrol Program;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By increasing:

FY2015 CIP 410616 DWI Patrol Program - \$38,398 State
(from \$15,000 to \$53,398)

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

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Thousand Dollars (\$20,000) for the FY2016 CIP 810916 Impediments to Fair Housing Plan.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate unprogrammed CDBG program income to perform a comprehensive review of Impediments to Fair Housing Plan;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By adding:

FY2016 CIP 810916 – Impediments to Fair Housing Plan - \$20,000 CDBG

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

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2010 Community Improvement Program authorizing and appropriating funds in the amount of One Million Twenty One Thousand Seven Hundred Five Dollars (\$1,021,705) for the FY 2010 CIP 310410 School/Municipal Facilities Energy Efficiency Project.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2010 CIP as contained in the 2010 CIP budget; and

WHEREAS, the 2010 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to increase the Other budget line item to accurately reflect the collected and anticipated rebate totals;

NOW, THEREFORE, be it resolved that the 2010 CIP be amended as follows:

By increasing:

FY 2010 CIP 310410– School/Municipal Facilities Energy Efficiency Project - \$1,021,705 Other

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

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Five Thousand Dollars (\$25,000) for the FY 2016 CIP 411516 Video Monitoring Equipment Upgrade.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept State funds to purchase video monitoring equipment;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By adding:

FY 2016 CIP 411516 Video Monitoring Equipment Upgrade - \$25,000 State

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

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2016 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Three Thousand Five Hundred Dollars (\$203,500) for the FY 2016 CIP 611616 2015 Lead Hazard Reduction Demonstration Grant Program.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2016 CIP as contained in the 2016 CIP budget; and

WHEREAS, the 2016 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate a portion of unprogrammed CDBG program income to be used for the City’s required match within the 2015 Lead Hazard Reduction Demonstration Grant;

NOW, THEREFORE, be it resolved that the 2016 CIP be amended as follows:

By increasing:

FY 2016 CIP 611616 2015 Lead Hazard Reduction Demonstration Grant Program - \$203,500
CDBG

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

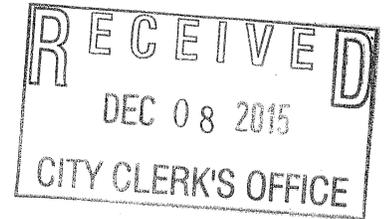
Thomas R. Clark
City Solicitor



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

Thomas I. Arnold, III
Deputy City Solicitor

CITY OF MANCHESTER
Office of the City Solicitor



December 8, 2015

Board of Mayor and Aldermen
c/o Matthew Normand, Clerk
One City Hall Plaza
Manchester, NH 03101

Re: Michael S. Olszta Allegation of a Violation of the City Charter

Ladies and Gentlemen:

On September 8, 2015 Michael s. Olszta delivered to the City Clerk a letter addressed to the City of Manchester, Attention: Mayor Ted Gatsas alleging that Aldermen Ron Ludwig and Barbara Shaw “violated their oaths by violating the Charter Provision Section 9.03 Standards of Conduct Letter (e).” On September 10, 2015 the Mayor referred the allegation to the City Solicitor, pursuant to Charter Section 8.15(c). Charter Section 8.15(c) requires that the chief legal officer of the City report findings on the allegation to the Mayor and Board of Aldermen within ninety days.

The substance of Mr. Olszta’s allegation is that Alderman Ludwig and Alderman Shaw violated the Charter’s Standards of Conduct when they voted in favor of the “Teacher’s Contract.” The City Solicitor’s findings on the allegation are as follows:

The pertinent facts involved are well known. As set forth in the attached August 4, 2015 minutes of the Board of Mayor and Aldermen and the attached draft minutes of the September 1, 2015 minutes of the Board of Mayor and Aldermen, Aldermen Ludwig and Shaw abstained from or participated in a number of votes regarding the ratification of a Tentative Agreement between the Manchester Board of School Committee and the Manchester Certified Instructors NEA-NH Association.

Alderman Ludwig has publicly acknowledged that his wife is employed as a teacher by the Manchester School District. Alderman Shaw has also publicly acknowledged that her daughter is employed by the Manchester School District as a teacher.

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6523 • FAX: (603) 624-6528
TTY: 1-800-735-2964

E-Mail: solicitor@manchesternh.gov • Website: www.manchesternh.gov

Section 9.03(e) of the Manchester City Charter in pertinent part provides:

Conflict of Interest. No City official shall participate in the decision – making process of any matter in which the official or a member of the official’s immediate family has a direct personal or financial interest. Any official who believes such an interest exists shall disclose such interest and shall not participate in the matter further ...

Manchester City Charter Section 9.02(b) defines City official to include alderman. Section 9.02(d) of the Charter, in pertinent part provides “Financial interest. A monetary or pecuniary interest in a ... matter, whether direct or indirect, not shared by the public at large. A City official shall have a financial interest in the affairs of immediate family members ...”

Alderman Ludwig’s wife and Aldermen Shaw’s daughter, being teachers in the Manchester School District, had a monetary or pecuniary interest in the ratification of the Tentative Agreement between the Manchester Board of School Committee and the Manchester Certified Instructors NEA-NH Association that is not shared by the public at large. A spouse or a daughter is an immediate family member as defined by the Charter. As a result Aldermen Ludwig and Alderman Shaw had immediate family members with a direct pecuniary interest in the Tentative Agreement.

Respectfully,



Thomas I. Arnold, III
Deputy City Solicitor

8/4/15 BMA

- 22.** Ratification of a tentative agreement between the Manchester Board of School Committee and the Manchester Education Association.
(Note: Attached is a three-year financial analysis of the contract submitted by the Finance Director.)

Heather Freeman, Assistant City Clerk, answered the motion is to ratify the contract between the MEA and the Board of School Committee.

Aldermen O'Neil, Katsiantonis, Barry, Craig, Long, Sapienza, and Corriveau voted yea. Aldermen Levasseur, Hirschmann, and Roy voted nay. Aldermen Shea, Shaw, and Ludwig abstained. The motion carried.

Mayor vetoed.

***Alderman O'Neil** moved to override the veto. **Alderman Craig** duly seconded the motion.*

***Alderman O'Neil** requested a roll call vote on the motion to override the veto and encouraged the three who abstained or voted against to consider joining the override. Aldermen O'Neil, Katsiantonis, Barry, Craig, Long, Sapienza, and Corriveau voted yea. Aldermen Levasseur, Shea, Hirschmann, and Roy voted nay. Aldermen Shaw and Ludwig abstained. The motion failed.*

9/1/15 BMA

Alderman Long moved for reconsideration of ratification of the teacher's contract. **Alderman O'Neil** duly seconded the motion. Alderman Long requested a roll call vote. Aldermen Long, Roy, Sapienza, Corriveau, O'Neil, Levasseur, Shea, Katsiantonis, Shaw, Barry, Gamache, Hirschmann, Craig, and Ludwig voted yea.

Alderman Long moved to ratify the contract between the teachers and the Board of School Committee. **Alderman Craig** duly seconded the motion.

Mayor Gatsas called for a vote on the motion to ratify the teacher contract. Alderman Long requested a roll call vote. Aldermen Long, Sapienza, Corriveau, O'Neil, Katsiantonis, Shaw, Barry, Gamache, Craig and Ludwig voted yea. Aldermen Roy, Levasseur and Shea voted nay. Alderman Hirschmann abstained. The motion carried.

Alderman O'Neil moved to override the veto and requested a roll call vote. **Alderman Craig** duly seconded the motion.

Mayor Gatsas called for a vote. Aldermen O'Neil, Levasseur, Katsiantonis, Barry, Gamache, Craig, Ludwig, Long, Sapienza and Corriveau voted yea. Aldermen Shea and Roy voted nay. Alderman Hirschmann abstained. The motion carried.