

AGENDA

BOARD OF MAYOR AND ALDERMEN

August 02, 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. Presentation by Justice John Broderick regarding the Change Direction campaign on mental health.
4. Presentation by Mark Gomez, Environmental Programs Manager, regarding automated trash collection.

CONSENT AGENDA (ITEMS 5-27)

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

Accept BMA Minutes

6. Minutes from the January 19, 2016, February 2, 2016, February 16, 2016, March 1, 2016, and March 15, 2016 Public Participation and Board of Mayor and Aldermen meetings; and March 21, 2016 and March 29, 2016 special meetings of the Board of Mayor and Aldermen.

Ratify and Confirm Phone Poll

7. Phone poll conducted on July 12, 2016, on an offer to the City to purchase 300 Hanover Street and 436 Maple Street for \$1.25 million. The vote failed with Aldermen Long, Herbert, Sapienza, Pappas, Shea, Shaw, Barry, Gamache and Hirschmann voting nay, Aldermen Cavanaugh, Ludwig and O'Neil voting yea, and Alderman Levasseur abstaining.

Approve under supervision of the Department of Highways

8. Pole Petitions:

299228 Gay Street

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

9. Sidewalk Petitions:

334 Tory Road
396 N Bend Drive
78 Batchelder Avenue
166 Brennan Street
100 Johnson Street
321 Youville Street
735 Chestnut Street
142 Brook Street
61 Kilby Street
206 Villa Street

Information to be Received and Filed

10. Communication from Comcast regarding program updates.
11. Minutes from the May 2016 MTA Commission meeting, the May 2016 Financial reports and the May 2016 Ridership reports submitted by Michael Whitten, MTA Executive Director.

REFERRALS TO COMMITTEES

COMMITTEE ON ACCOUNTS, ENROLLMENT & REVENUE ADMINISTRATION

12. Communication from the Manchester Development Corporation requesting approval of the modifications to the existing Loan Agreement with 844 Elm Street, LLC.

COMMITTEE ON FINANCE

13. Resolutions:

"Amending the FY 2017 Community Improvement Program, authorizing and appropriating funds in the amount of Seventy Five Thousand Dollars (\$75,000) for the FY 2017 CIP 611317 Emily's Place Renovation Project."

"Amending the FY 2016 and 2012 Community Improvement Programs, transferring, authorizing and appropriating funds in the amount of Nine Thousand Five Hundred Ninety Four Dollars and Eighty Seven Cents (\$9,594.87) for the FY 2016 CIP 610616 Housing Rehabilitation."

COMMITTEE ON LANDS AND BUILDINGS

14. Communication from Constantine Scrivanos on behalf of Mantec LLC regarding interest in purchasing a City-owned parcel on Beech Street, Map 278 Lot 2A abutting Dunkin Donuts.

REPORTS OF COMMITTEES

COMMITTEE ON ACCOUNTS, ENROLLMENT & REVENUE ADMINISTRATION

15. Advising that the MDC Revolving Loan Fund summary has been accepted.
(Aldermen Levasseur, Hirschmann and Katsiantonis voted yea; Aldermen Ludwig and Sapienza were absent)

16. Advising that the Finance Department reports:
- Accounts Receivable over 90 days
 - Aging Report
 - Outstanding Receivables
- have been accepted.
(Aldermen Levasseur, Hirschmann and Katsiantonis voted yea; Aldermen Ludwig and Sapienza were absent)
17. Advising that the City's Monthly Financial Report (unaudited) for the first eleven months of fiscal year 2016, submitted by the Finance Director, has been accepted.
(Aldermen Levasseur, Hirschmann and Katsiantonis voted yea; Aldermen Ludwig and Sapienza were absent)

COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

18. Advising that the banner application from the Ujima Collective for a banner to be hung on Elm Street from August 1, 2016 through August 12, 2016 has been approved.
(Aldermen Sapienza, Shea and Cavanaugh voted yea; Aldermen Levasseur and Pappas were absent)
19. Advising that the banner application from Granite United Way for a banner to be hung on Elm Street from September 4, 2016 through September 10, 2016 has been approved.
(Aldermen Sapienza, Shea and Cavanaugh voted yea; Aldermen Levasseur and Pappas were absent)
20. Advising that the taxi licenses discussed in non-public session on June 27, 2016, has been granted on the recommendation by the City Clerk.
(Aldermen Sapienza, Shea and Cavanaugh voted yea; Aldermen Levasseur and Pappas were absent)

COMMITTEE ON BILLS ON SECOND READING

21. Recommending that ordinance amendment:

“Municipal and Transportation Improvement Fund”

ought to pass and be referred to the Committee on Accounts, Enrollment and Revenue Administration.

(Unanimous vote)

COMMITTEE ON COMMUNITY IMPROVEMENT

22. Recommending that the summary of abatement requests submitted by Fred McNeill, Chief Engineer, be approved.

(Unanimous vote)

COMMITTEE ON LANDS AND BUILDINGS

23. Advising that the communication from Lynne Joseph, 142 Fiske Street, requesting removal of the David Wihby sign at Livingston Park playground has been received and filed.

(Unanimous vote with the exception of Aldermen Herbert and Pappas who were absent)

24. Recommending that the purchase and sale agreement for the sale of a conservation easement to the Society for the Protection of New Hampshire Forests be approved.

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

25. Advising that the communication from Brenda Masewic Adams, Tax Collector, regarding bids for a West Mitchell Street Property has been received and filed.

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

26. Advising that the communication from Michael Durant, President of the Manchester Regional Youth Hockey Association, regarding a proposal for redevelopment of the West Side Arena has been received and filed.

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

SPECIAL COMMITTEE ON SOLID WASTE ACTIVITIES

27. Advising that the communication from the Environmental Programs Manager regarding automated trash collection has been received and filed.
(Unanimous vote with the exception of Alderman Hirschmann who voted in opposition)

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

REGULAR BUSINESS

28. Communication from Wesley Anderson, Central Fleet Services Director, advising the Board of his resignation effective August 12, 2016.
Ladies and Gentlemen, what is your pleasure?
29. Communication from Ben Gamache advising the Board of his resignation from the Manchester Housing and Redevelopment Authority.
Ladies and Gentlemen, what is your pleasure?
30. Nomination(s) to be presented by Mayor Gatsas, if available.
31. Confirmation(s) to be presented by Mayor Gatsas:

Planning Board

Michael O'Donoghue to succeed Eric Kisak moving from an alternate to full member term to expire May 1, 2019

Catherine Flinchbaugh to succeed Matthew O'Brien moving from an alternate to full member term to expire May 1, 2019

Barry Lussier to succeed Michael O'Donoghue as an alternate member term to expire May 1, 2017

Raymond Hebert to succeed Catherine Flinchbaugh as an alternate member term to expire May 1, 2018

Daniel LeClerc to succeed himself as an alternate member term to expire May 1, 2019

Safety Review Board

Peter Capano to succeed Nick Pappas (resignation) as a member

Ladies and Gentlemen, what is your pleasure?

32. Legislative Update, if available.
33. Resolution submitted by Alderman Long for Manchester as a Welcoming City.
Ladies and Gentlemen, what is your pleasure?
34. Communication from Leon LaFreniere, Planning & Community Development Director, requesting a transfer of \$43,516.12 to the Planning Department salaries line for the additional position approved by the Board on June 28, 2016.
Ladies and Gentlemen, what is your pleasure?
35. Proposed Air Rights Lease Agreement to be submitted by the Lansing Melbourne Group.
Ladies and Gentlemen, what is your pleasure?
36. Proposal to the City from IAFF Local 856.
Ladies and Gentlemen, what is your pleasure?
37. Tentative Agreement between the Manchester City Library Staff/Teamsters Local 633 and the City.
If the Board so desires, a motion would be in order to ratify the agreement.
38. A motion is in order to recess the meeting to allow the Committee on Finance to meet.
39. Mayor Gatsas calls the meeting back to order.
40. Report(s) of the Committee on Finance, if available.
Ladies and Gentlemen, what is your pleasure?

41. Report(s) of the Committee on Community Improvement, if available.
Ladies and Gentlemen, what is your pleasure?

42. Report(s) of the Committee on Public Safety, Health and Traffic, if available.
Ladies and Gentlemen, what is your pleasure?

43. Report(s) of the Special Committee on Alcohol, Other Drugs, and Youth Services, if available.
Ladies and Gentlemen, what is your pleasure?

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

"Amending the FY 2017 Community Improvement Program, authorizing and appropriating funds in the amount of Seventy Five Thousand Dollars (\$75,000) for the FY 2017 CIP 611317 Emily's Place Renovation Project."

"Amending the FY 2016 and 2012 Community Improvement Programs, transferring, authorizing and appropriating funds in the amount of Nine Thousand Five Hundred Ninety Four Dollars and Eighty Seven Cents (\$9,594.87) for the FY 2016 CIP 610616 Housing Rehabilitation."

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

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

"Authorizing Bonds, Notes or Lease Purchases in the amount of Five Hundred Fifty Thousand Dollars (\$550,000) for the 2017 CIP 810017 Technology Upgrades."

"Authorizing Bonds, Notes or Lease Purchases in the amount of One Million Dollars (\$1,000,000) for the 2017 CIP 710217 Municipal Deferred Maintenance Program."

"Authorizing Bonds, Notes or Lease Purchases in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000) for the 2017 CIP 810117 Police Records Management System Replacement."

"Authorizing Bonds, Notes or Lease Purchases in the amount of Two Hundred Thousand Dollars (\$200,000) for the 2017 CIP 710517 Bridges Design."

“Authorizing Bonds, Notes or Lease Purchases in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) for the 2017 CIP 810917 Permit and Licensing Software Upgrade.”

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

- 46. 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.)

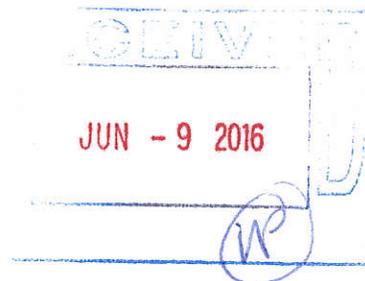
- 47.** Communication from the City Solicitor related to the citizen complaint of alleged charter violations dated September 8, 2015.
(Note: Tabled 12/15/15)

ADJOURNMENT

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

June 6, 2016

Mayor Ted Gatsas
One City Hall Plaza
Manchester, NH 03101



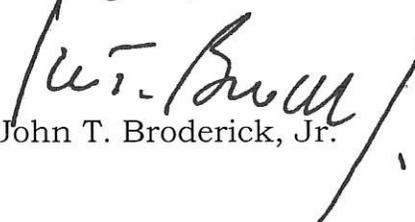
Dear Mr. Mayor:

I cannot thank you enough for coming to our very successful launch on May 23rd at the State House. I know how very busy your schedule must be.

Now the more granular work of Change Direction begins. Would it be possible one evening to address the Board of Mayor and Aldermen on the campaign to change the culture surrounding mental illness? Your support and that of the Aldermen will matter to our success. I just need ten minutes. I spoke recently to the city councils in both Portsmouth and Keene.

If you can arrange for an appearance for me before the Manchester board, I would be very grateful.

Best regards,


John T. Broderick, Jr.

Partial Conversion of Curbside Trash Operations to Automated Collection



Mark Gomez
Environmental Programs Manager

What Is Automated Collection?

Automated Collection is the use of a **one-man garbage truck fitted with an automated arm** that:

- Grabs and empties trash carts
- Is controlled by the driver



City refuse truck driver tests out automated truck in north end

Automated trucks are **used throughout the country and in New England**:

- Nashua, NH
- Fall River, MA and Springfield, MA
- Manchester, NH (recycling collection by Pinard Waste)



Why Automated Collection?

Automated Collection provides multiple benefits:

- ✓ **Worker safety**
- ✓ **Better neighborhood aesthetics**
- ✓ **Efficiency gains leading to enhanced services**



Worker Safety

Automated collection will **reduce workplace injuries.**

- Refuse collector is the **fourth most dangerous occupation** in the United States (US News & World Report)
- An average of **4,503 hours per year are lost to injury** among City refuse collectors
- An average of **\$298,310 per year in workers comp claims** and related medical expenses were paid out to injured City refuse collectors over the last three fiscal years



We can eliminate the most dangerous aspects of refuse collection through automated collection.



Neighborhood Aesthetics

Trash carts **improve the look and feel of neighborhoods** on collection day.

Without Carts



With Carts



We can reduce incidental litter and ensure cleaner, tidier trash placement.

Efficiency Gains/Enhanced Services

Automated trucks will be operated by a single individual, allowing resources to be re-assigned to achieve a variety of goals:

- **Quicker road repairs**
- **Better compliance around illegal dumping**
- **More frequent trash/recycling/litter collection in parks**
- **Faster clearing of sidewalks during snow emergencies**



We can take advantage of efficiency gains to provide more services without increasing the budget.



What is the Plan?

The key components of our proposal are:

- Convert five of nine routes to automated collection
- Continue to use rear-load trucks along narrow streets and alleys with high population densities
- Require trash to be placed within City-approved carts
- Limit the number of carts any one property may place for collection



No layoffs or position eliminations – personnel are re-assigned to improve other City services



Timeline for Implementation

A number of tasks must be completed before automated collection trucks can be put into field operation:

- Develop and implement a **public outreach campaign**
- Purchase, take orders for and deliver **trash carts**
- Update **City ordinances**
- Purchase and receive delivery of **new trucks**
- **Training** for drivers and compliance personnel



Upon approval from the BMA, implementation will be phased in over 12 to 24 months.

Summary



Automated collection technology will:

- Reduce workplace injuries and associated costs
- Improve the aesthetics of neighborhoods
- Increase collection efficiency, allowing for enhanced public services
- Require that all trash be placed within approved carts
- Take 12 to 24 months to fully implement



Key Policy Decisions

If the Board proceeds with automated collection, the following policy questions will need to be answered:



- **Will customers be required to purchase carts or be given carts for free?**
- **How many carts may be placed for collection at any one property?**

Carts Sold or Free?

DPW has identified the following two options for making carts available to municipal customers:



- **OPTION A** – Carts are sold to all customers
- **OPTION B** – Carts are provided free to residential customers not currently required by ordinance to use carts

Option A – Carts Are Sold

Option A applies the existing ordinance policy for multi-family dwellings (3 or more units) to all customers:

- **Carts are sold**
- **Purchase price would include delivery**



Under Option A, no additional funding is required.

Option B – Carts Are Free

Option B would provide carts for free to residential properties not already required by ordinance to use carts.

- **Single-family and two-family homes** – eligible for one free cart per unit
- **Condos** – eligible for one free cart per unit, up to a maximum of six per complex
- **Multi-family dwellings (3 or more units)** – already required by ordinance to purchase carts
- **Businesses** – would be required to purchase carts



Under Option B, **\$1.25 million** will need to be allocated for carts (or approximately **\$150,000/yr, amortized** over ten years).



How Many Carts May Be Placed for Collection?

To minimize impacts to on-street parking, keep carts within available property frontage, and focus resources on residential customers, DPW recommends the following limits be placed:



- **Single-family and two-family homes** – up to two carts per unit
- **Condos** – up to two carts per unit, with a maximum of six per complex
- **Multi-family dwellings (3 or more units)** – up to two carts per unit, with a maximum of six per property
- **Businesses** – up to two carts per business, with a maximum of six per commercial or mixed-use property



Up to six recycling carts per property would be made available for free, such that the **total number of all carts eligible for collection at any one property would be twelve.**



Automated Collection: Safer for Workers, Cleaner for Neighborhoods, More Services for Residents

Q&A

Mark Gomez
Environmental Programs Manager
(603) 624-6444
mgomez@manchesternh.gov





Why Automated Collection?

Converting the majority of DPW's trash collection operations to automated collection will achieve four primary goals:

1. Worker Safety
2. Better Neighborhood Aesthetics
3. Efficiency Gains
4. Enhanced Services



DPW driver testing automated vehicle

Worker Safety

- Refuse collector is the 4th most dangerous job in the country (US News & World Report); the City lost an average of 4,500 hours/year over the last three fiscal years to injuries
- Automated collection eliminates the most dangerous elements of trash pickup

Better Neighborhood Aesthetics

- Carts with hinged lids reduce incidental litter
- Carts eliminate unsightly trash placement

Efficiency Gains... Leading to Enhanced Services

- Fewer personnel needed to collect trash
- Personnel can be re-deployed to do more road repairs, illegal dumping enforcement, park maintenance, and sidewalk plowing



Trash from condominium complex with no carts



Trash from multi-family residence with carts

2016 - 2017 Board of Aldermen

Yeas and Nays

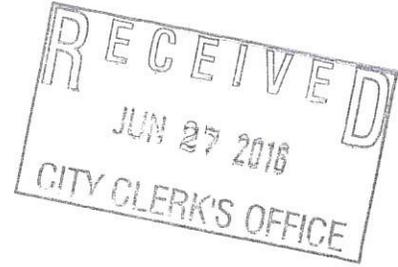
Meeting: BMA Poll

Date: 7/12/16

Action: To purchase property
300 Hannon + 436 Maple St.
for \$1.25 million

Alderman	Yea	Nay	Absent	Pass
Ward 1 - Cavanaugh	✓			
Ward 2 - Ludwig	✓			
Ward 3 - Long		✓		
Ward 4 - Herbert		✓		
Ward 5 - Sapienza		✓		
Ward 6 - Pappas		✓		
At Large - O'Neil	✓			
At Large - Levasseur			XXXXXX	✓
Ward 7 - Shea		✓		
Ward 8 - Katsiantonis				
Ward 9 - Shaw		✓		
Ward 10 - Barry		✓		
Ward 11 - Gamache		✓		
Ward 12 - Hirschmann		✓		
TOTAL:	3	9		1

Fair Point.
communications
100 Gay Street
Manchester, New Hampshire 03103



299228

June 27, 2016

City of Manchester
Attn: City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

Dear Mr. Normand:

Enclosed are copies of our Petition and License.

The licensing of pole(s) and/or buried wire/conduit, in the City of Manchester, New Hampshire, as per attached.

Will you kindly present the enclosed to the City Clerk for his approval and signature. Also, please fill in the date of licensing. It may then be recorded in the City Clerk's records and our recorded copy of same returned to this office. You may retain the remaining copy for your files.

If you have any questions concerning this license, please do not hesitate to call me at (603) 645-3671.

Yours Truly,



Leigh Ann Zoon
Right-of-Way Department

laz
enclosures

Town

POLE PETITION LICENSE
Conduit Location Form No. 2

In the board of Mayor and Alderman of the City of Manchester, New Hampshire, on June 27, 2016 It appearing that the public good requires it, it is hereby

ORDERED

That **Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE** be and hereby are granted license to install and maintain underground conduits, cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures as may be necessary in the public way, or ways, hereinafter referred to as requested in the petition 299228 of said Companu dated the June 27, 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 location 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-NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC d/b/a FAIRPOINT COMMUNICATIONS LLC-NNE 299228 Dated 6/24/16 attached to and made 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 if effect at the time of petition and/or license is granted.

Underground conduits, wires and cables shall not be 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 of approximately 500 feet of conduit from Pedestal GS 3 to Pedestal HH3 located on Gay Street in the City of Manchester

Granted by Vote 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:  6/27/16

Attest: _____
Matthew Normand, City Clerk

Received _____ at **Manchester** and recorded in Records of Pole Location Licenses.
Volume _____ Page _____, filed and attested copy delivered to the said FairPoint Communications LLC-NNE.

FairPoint Communications LLC-NNE

Jaye Millarm Right of Way Manager

Attest: _____ (Matthew Normand, City Clerk)

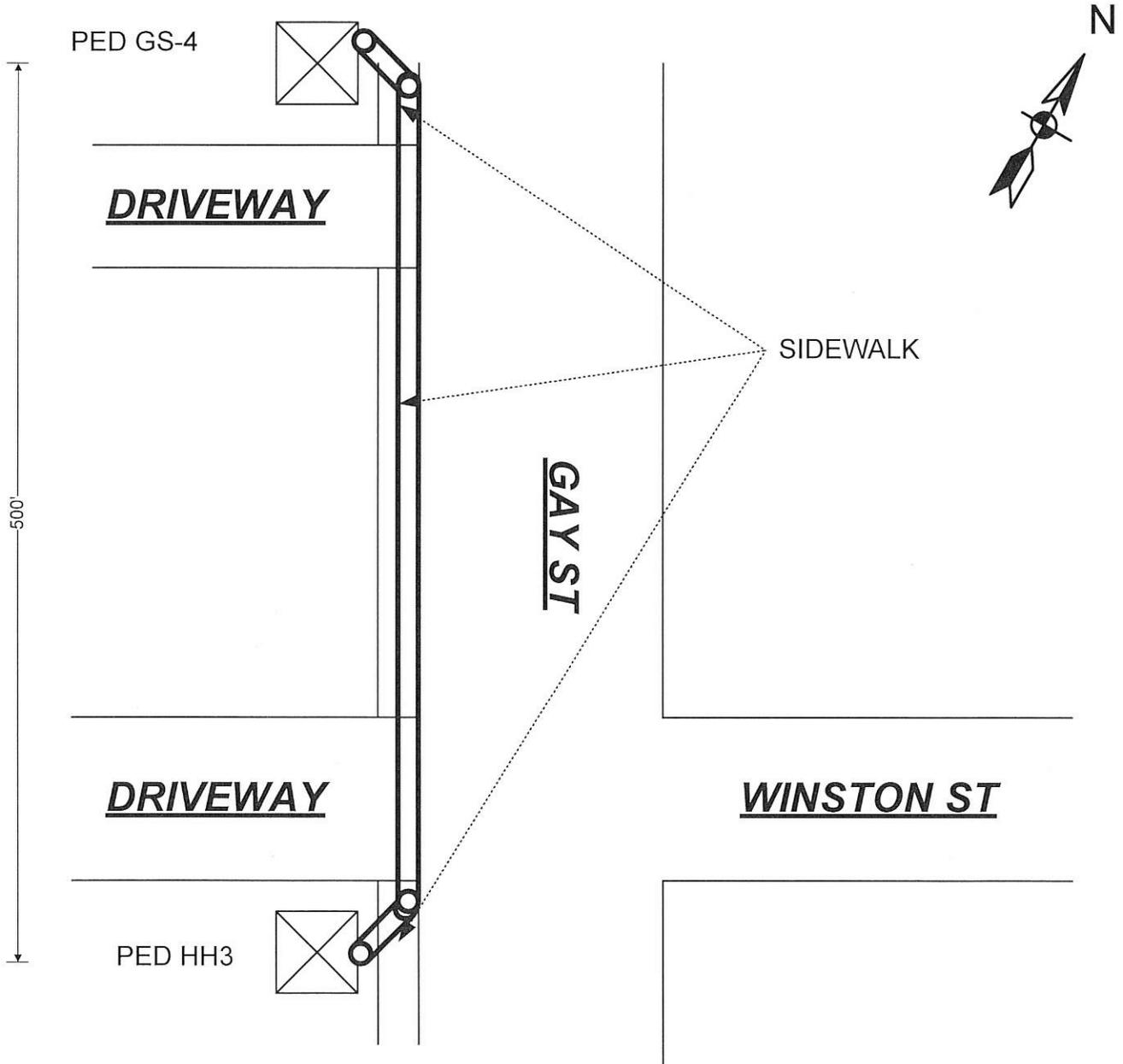
Conditions up which the Pole Location License cited on reverse side is granted:

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 readily be 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 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 injury or 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 or displayed on or upon any pole or poles within the City of Manchester, and said grantee shall remove or cause removed of 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.

FairPoint No: **299228** Municipality: **MANCHESTER** Exchange Code: **9156**

Engineer Name: **STEPHEN CHAVANELLE** Engineer Number: **603-645-2717** Date: **06/24/2016**

License Detail: **PLEASE GET A CONDUIT LICENSE FOR THE NEW CONDUIT BEING PLACED FROM PED HH3 GAY ST TO PED GS-4 GAY ST CONDUIT RUN IS 500' IN THE SIDEWALK WITHIN THE CITY ROW**



ALL PLANT IS LOCATED WITHIN HIGHWAY LIMITS

ELCO: **EVERSOURCE**

[] = ELCO POLE NUMBER

DOT NO. _____

Memo #: **NA**

☒ = PEDESTAL POST LOCATION

INITIAL PROPOSED FACILITIES TO BE:

[WS] = WARNING SIGN LOCATION

CHECKED BY _____

POWER CO. = **NA** VOLTS **NA** PHASE.

[MH] = MANHOLE LOCATION

TEL CO. = **FAIRPOINT**

— = BURIED CABLE/CONDUIT LOCATION

THIS DRAWING IS NOT TO SCALE

Page x of x



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED
JUL 07 2016
CITY CLERK'S OFFICE

I/we, RAYMOND D. BLETHAN III, the
Name(s)

owner(s) of the real estate abutting upon 334 TORY ROAD.
Street Address

Manchester, NH 0310

Description (including footage): Estimate on curbing for
the front of our property - from our driveway
to lot line is approx 105 feet.

desire that:

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

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

Signed:

[Signature]

Owner

Owner

334 TORY RD. Manchester NH 03104

Mailing Address

Phone #:

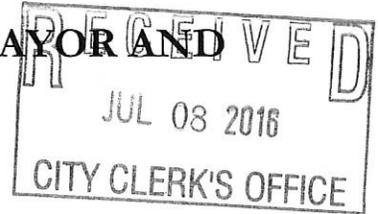
603-496-8204

Date:

7/7/2016



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:



I/we, Joyce + Michael Craig, the
Name(s)

owner(s) of the real estate abutting upon 396 N. Bend Dr
Street Address

Manchester, NH 03104
Zip Code

Description (including footage): To install granite
curbing - approx. 100 feet

desire that:

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

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

Signed: Joyce Craig *Owner*
Michael Craig *Owner*
396 N. Bend Dr Manchester, NH 03104
Mailing Address

Phone #: 603-669-8289 Date: 6/8/16



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED
JUL 12 2016
CITY CLERK'S OFFICE

I/we, VICTOR Mbuyi, the
Name(s)

owner(s) of the real estate abutting upon 78 Batchelder Ave, #10
Street Address

Manchester, NH 03103

Description (including footage): 40/10 sidewalk asphalt sidewalk.
located in front of building.

desire that:

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

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

Signed: [Signature]
Owner

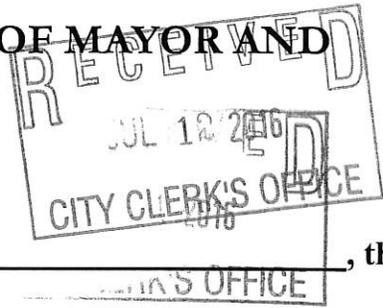
78 Batchelder Ave, Manchester, NH 03105
Mailing Address

Phone #: (603) 657-5463

Date: 7/12/16



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:



I/we, Jill S. Loveren, the
Name(s)

owner(s) of the real estate abutting upon 166 Brennan Street
Street Address

Manchester, NH 03109
Zip Code

Description (including footage): Single family ranch home;
wish to install curbing in front of
the house, approximately 38 feet.

desire that:

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

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

Signed: Jill Loveren
Owner

166 Brennan Street
Mailing Address

Phone #: 603 391 4240

Date: 7/11/16



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED
JUL 06 2016
CITY CLERK'S OFFICE

I/we, Michael B Corbett, the
Name(s)

owner(s) of the real estate abutting upon 100 Johnson St
Street Address

Manchester, NH
Zip Code

Description (including footage): I have roughly 75 feet of frontage in front of my home. Over the years due to erosion most of the asphalt has washed away and all the street debris goes onto my front lawn.

desire that:

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

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

Signed: [Signature]
Owner

100 Johnson St. Manchester NH
Owner Mailing Address

Phone #: 296-7164

Date: 6-29-16

I would also add that having a curbing on my frontage would protect my lawn from the snow plows that tear into the ground at least 2 feet into my property along with destroying the pavement and creating a gouge that goes half the length of my property.



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

RECEIVED
JUL 05 2016
CITY CLERK'S OFFICE

I/we, Allen + Allyson Taylor, the
Name(s)

owner(s) of the real estate abutting upon 321 Youville Street
Street Address

Manchester, NH 03102
Zip Code

Description (including footage): Our home currently has either no curb or concrete curbing that is old + falling apart. We would like to remove the concrete curbing + install granite curbing along the front of our property. About 78 feet.

desire that:

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

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

Signed: *Allen Taylor*
Owner

A. Taylor
Owner

321 Youville Street, Manchester, NH 03102
Mailing Address

Phone #: (603) 285-6533

Date: 7/1/16



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:

I/we, RICKY BLAIS, the
Name(s)

owner(s) of the real estate abutting upon 735 CHESTNUT ST
Street Address

Manchester, NH 03104
Zip Code

Description (including footage): 85' ft Front sidewalk. Currently
has holes and is lifted.
A woman tripped on June 23rd
due to the condition of the sidewalk

desire that:

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

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

Signed: [Signature]
Owner

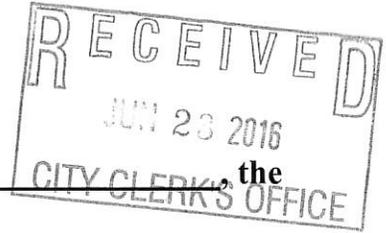
Ricky Blais mm R&B Management LLC
Owner
49 Cricket Ln Auburn NH 03032
Mailing Address

Phone #: 603 370-0776

Date: 6-29-14



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:



I/we, Elm Grove Companies
Name(s)

owner(s) of the real estate abutting upon 142 Brook St
Street Address

Manchester, NH 03104
Zip Code

Description (including footage): Broken up sidewalk
along side of Brook St to be repaired/
replaced. Total of 30 ft

desire that:

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

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

Signed: [Signature]
Owner

Elm Grove Companies
Owner

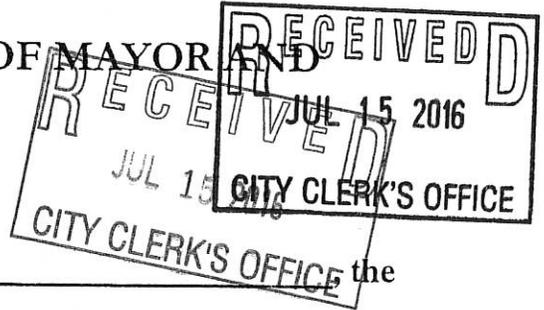
440 Hanover St Manchester NH 03104
Mailing Address

Phone #: (603) 854-0410

Date: 6/8/16



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:



I/we, BERTRAND RITA GREGOIRE
Name(s)

owner(s) of the real estate abutting upon 61 KILBY ST MAN NH 03103
Street Address

Manchester, NH 0310

Description (including footage): _____

SINGLE FAMILY COTTAGE

50 X 100 LOT

WITH DRIVEWAY

desire that:

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

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

Signed: Rita Gregoire Owner

Bertrand Gregoire Owner

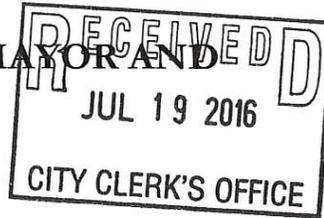
61 KILBY ST MAN, N.H 03103
Mailing Address

Phone #: 603-625-0857

Date: 7-15-16



TO THE HONORABLE BOARD OF MAYOR AND ALDERMEN:



I/we, John Williams, the
Name(s)

owner(s) of the real estate abutting upon 206 Villa St
Street Address

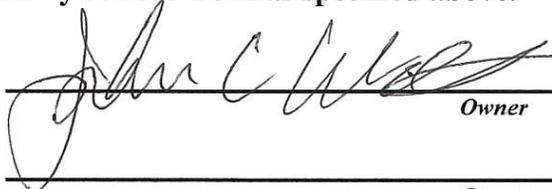
Manchester, NH
Zip Code

Description (including footage): approximately 60 feet

desire that:

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

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

Signed: 
Owner

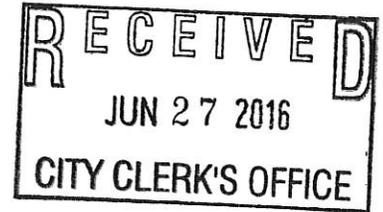
206 Villa St, Manchester, NH 03103
Mailing Address

Phone #: 603-759-3787

Date: 7/10/16

June 24, 2016

Mr. Matt Normand
City Clerk
City of Manchester
1 City Hall Plaza
Manchester, NH, 03101



Dear Mr. Normand:

We are writing to share with you:

- On August 3, 2016, *HD Premier XF Triple Play Bundle* will be renamed *HD Premier with Sports XF Triple Play Bundle*.
- On August 24, 2016, *HD Premier with Sports XF Triple Play Bundle* and *HD Preferred Plus XF Triple Play Bundle* will no longer be available for new subscriptions.

In addition, the following new packages will be available on August 3, 2016:

- **HD Preferred Extra XF Triple Play Bundle** will include Digital Preferred, Showtime, Starz, TMC, and Streampix for the primary outlet, HD Technology Fee, Blast! Internet and XFINITY Voice Unlimited for \$188.49 per month with a SurePrice (months 13-24) of \$174.99 per month;
- **HD Premier XF Triple Play Bundle** will include Digital Preferred, HBO, Showtime, Starz, Cinemax, TMC, and DVR Service or AnyRoom DVR Service for the primary outlet, HD Technology Fee, Blast! Internet and XFINITY Voice Unlimited for \$216.49 per month with a SurePrice (months 13-24) of \$194.99 per month.

Please do not hesitate to contact me @ 603-224-1871, ext. 202 should you have questions.

Very truly yours,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government & Regulatory Affairs

**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
KIM KEEGAN
WILL STEWART
ALEXANDRA HORTON

MICHAEL WHITTEN
EXECUTIVE DIRECTOR

June 29, 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, June 28, 2016. Enclosed are the approved Minutes of the May 2016 Meeting, May 2016 Financial Report, and May 2016 Ridership Report.

The next Commission Meeting is scheduled for Tuesday, July 26, 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**

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



MICHELLE LAUDER, CHAIR
ALAN P. GOODE, VICE CHAIR
KIM KEEGAN
WILL STEWART
ALEXANDRA HORTON

MICHAEL WHITTEN
EXECUTIVE DIRECTOR

Manchester Transit Authority

Minutes From May 31, 2016 Commission Meeting

MEMBERS PRESENT: Chairman Michelle Lauder
Vice Chairman Alan P. Goode
Commissioner Alexandra Horton
Commissioner Kim Keegan
Commissioner Will Stewart

MEMBERS ABSENT:

PERSONNEL PRESENT: Michael Whitten, Executive Director
William J. Cantwell, Asst. Director - Finance
Ryan Renault-Smith, Asst. Director – Transit
Paul Beauregard, Asst. Director – Maintenance
Karen Holden, - Asst. Director – School

OTHERS PRESENT: Adam Hlasny – Principal Transportation Planner SNHPC

1. a. **Meeting to Order:** Chairman LAUDER called the meeting to order at 5:00pm.

- b. **Approve Minutes of the April 2016 Commission Meeting.** Chairman LAUDER asked if there were any questions regarding the April 2016 meeting minutes. With no questions being asked, GOODE made the motion to approve the minutes of the April 26, 2016 meeting as presented. Motion was seconded by LAUDER. All commissioners present were in favor.

MANAGEMENT REPORTS

2. a. **Financial Report for April 2016** Commissioner STEWART made a motion to approve the April 2016 financial report as presented. GOODE seconded the motion. All commissioners present were in favor.

Transit Operation:

Revenues: CANWELL: For the month of April 2016 revenues were \$237,507; \$13,734 more than budget. Farebox and Fare media were on budget this month. Shopping Shuttle was the variance this month for billing to SNPC for the Hooksett shopping shuttle for the past 9 months.

Expenses: CANTWELL: For the month of April 2016 total transit expenses were \$323,679; \$23,175 less than budget. Expenditures in almost all the categories were less than budget with no significant variances other than timing.

School Operation:

Revenues: CANTWELL: For the month of April 2016 revenues were \$266,795; 36,352 less than budget. Our School Charter service close to budget this month, and we are ahead for the year by approximately \$12,000.

Expenses: CANTWELL: For the month of April 2016 school expenses were \$283,909; \$13,782 less than budget. Expenditures followed the budget this month and we continue to be close to budget year to date.

- b. **Operations Reports for 2016:**

Transit Ridership Statistics and Operations: RENAULD-SMITH reported that in the month of April the overall weekly ridership was down a total of 9% but the weekend ridership was up a total of 9%. For the month of April there were 39,824 passenger boardings on the fixed route and 818 passenger boardings on the

demand response. On time performance was good, 115 trips out of 123 trips sampled were on time. There were 3 vehicle collisions in the month of April. Of the 3 collisions, one was reported to insurance. A total of 7 passenger comments came in. All comments were looked into and addressed with operators.

School Operating Report: HOLDEN: The month of April started with 79 active school bus operators. 2 operators left but two were licensed ending the month with 79. There were 5 drivers in training at the end of April. There were 87,426 student boardings. The month of April there were 6 vehicle collisions with 3 collisions being reported to insurance. A total of 4 passenger comments came in. All comments were looked into and addressed with operators.

Maintenance Report:

Transit: BEAUREGUARD: There were 4 road calls in the month of April, with none of them requiring a tow. 17 transit vehicle inspections scheduled with 19 being completed by the end of the month.

School: BEAUREGUARD: There were 2 road calls in the month of April, with none of them requiring a tow. There were 24 school bus inspections scheduled with 34 being completed by the end of the month.

NEW BUSINESS

3. a. No new business discussed

OLD BUSINESS

4. a. No old business discussed

OTHER BUSINESS

5. a. No other business discussed

- d. **Date for Next Meeting.** Tuesday June 28, 2016.

With no further business to come before the Board, STEWART made a motion to adjourn the meeting at 5:40pm. Motion was seconded by GOODE. All Commissioners present were in favor.



Transit

May 2016

Manchester Transit Authority
Income Statement Transit
For the Ten Months Ending May 31, 2016

	Current	Budget	YTD	YTD	YTD
				Budget	Net Change
Farebox Revenue					
Farebox Revenue	18,022.48	24,317.00	265,910.58	270,670.00	(4,759.42)
Full Fares and Passes	8,534.00	11,075.00	120,397.00	122,924.00	(2,527.00)
Monthly Full Passes	2,400.00	4,825.00	41,600.00	53,654.00	(12,054.00)
Reduced Fares and Passes	2,272.50	2,075.00	22,992.50	23,074.00	(81.50)
Monthly Reduced Passes	1,740.00	2,300.00	21,435.00	25,576.00	(4,141.00)
Paratransit Fare and Tickets	3,376.00	4,133.00	32,656.00	45,694.00	(13,038.00)
Monthly Student Fares	-	300.00	7,650.00	10,995.00	(3,345.00)
Total Farebox and Tickets	36,344.98	49,025.00	512,641.08	552,587.00	(39,945.92)
Shuttle and Excursions					
Shopping Shuttle	675.00	2,425.00	65,869.85	26,675.00	39,194.85
Excursion Revenue	-	-	860.26	-	860.26
Total Shuttle and Excursions	675.00	2,425.00	66,730.11	26,675.00	40,055.11
Other Revenue					
Sale of Fuel to City Departments	1,629.41	-	12,819.92	-	12,819.92
Maintenance Service to City	-	-	148.55	-	148.55
Advertising Revenue-Bus	8,641.10	7,200.00	114,617.24	79,200.00	35,417.24
Sale of Vehicles and Equipment	-	-	-	-	-
Sale of Scrap Materials	-	-	446.77	-	446.77
Insurance Repair Reimbursement	-	-	-	-	-
Interest Income	1.25	3.00	39.55	33.00	6.55
Photo Picture ID Revenue	20.00	20.00	236.00	220.00	16.00
Total Other Revenue	10,291.76	7,223.00	128,308.03	79,453.00	48,855.03
Total Operational Income	47,311.74	58,673.00	707,679.22	658,715.00	48,964.22
Operating Assistance					
City of Manchester	-	-	1,196,560.00	1,198,560.00	(2,000.00)
Private/Public Partnerships	-	-	20,000.00	28,500.00	(8,500.00)
Federal Operating Subsidy	154,423.00	151,985.00	1,637,869.00	1,683,662.00	(45,793.00)
Total Operating Assistance	154,423.00	151,985.00	2,854,429.00	2,910,722.00	(56,293.00)
Total Revenue	201,734.74	210,658.00	3,562,108.22	3,569,437.00	(7,328.78)
Labor					
Transit Operator Wages	66,261.99	61,463.00	725,955.69	688,856.00	37,099.69
Transit Operator Overtime Wages	4,340.63	8,850.00	56,402.68	97,963.00	(41,560.32)
CMAQ Operator Wages	6,050.66	5,906.00	63,629.05	64,688.00	(1,058.95)
CMAQ Operator Overtime Wage	9.23	300.00	822.62	3,300.00	(2,477.38)
StepSaver Operator Wages	13,711.46	11,892.00	143,415.23	130,870.00	12,545.23
StepSaver Operator Overtime Wages	1,135.84	2,581.00	8,941.50	28,561.00	(19,619.50)
Mechanic Wages	15,064.88	14,573.00	150,516.46	159,579.00	(9,062.54)
Mechanic Overtime Wages	377.83	500.00	1,963.51	5,500.00	(3,536.49)
Transp. Admin Wages	18,117.84	18,506.00	199,387.68	202,684.00	(3,296.32)
Transp. Admin Overtime Wages	-	-	345.90	-	345.90
Maint. Admin Wages	6,757.35	5,150.00	66,173.72	56,402.00	9,771.72

Manchester Transit Authority
Income Statement Transit
For the Ten Months Ending May 31, 2016

	Current	Budget	YTD	YTD Budget	YTD Net Change
General Admin Wages	9,670.27	11,269.00	119,198.22	123,419.00	(4,220.78)
Gen. Admin Overtime Wages	-	-	-	-	-
Payroll Transaction	-	-	-	-	-
Total Labor	141,497.98	140,990.00	1,536,752.26	1,561,822.00	(25,069.74)
Fringe Benefits					
Health Insurance Expense	49,026.50	53,834.00	680,506.18	711,923.00	(31,416.82)
Dental Insurance Expense	1,337.98	1,710.00	20,183.73	18,810.00	1,373.73
Life Insurance Expense	2,252.17	2,398.00	14,532.37	26,378.00	(11,845.63)
Pension Expense	7,632.00	7,176.00	77,112.00	78,936.00	(1,824.00)
FICA Expense	14,327.67	13,774.00	150,250.57	152,638.00	(2,387.43)
Worker's Compensation	15,703.00	15,258.00	133,354.93	167,838.00	(34,483.07)
Unemployment Compensation	-	1,464.00	-	16,104.00	(16,104.00)
Transit Operator Vacation Wages	4,915.78	5,056.00	45,924.63	55,616.00	(9,691.37)
Transit Operator Holiday Wages	4,592.12	5,125.00	65,796.71	56,375.00	9,421.71
Transit Operator Sick Wages	2,639.18	3,075.00	43,755.43	33,825.00	9,930.43
Mechanic Vacation Wages	1,850.26	1,797.00	20,135.04	19,767.00	368.04
Mechanic Holiday Wages	1,559.03	1,999.00	24,331.52	21,989.00	2,342.52
Mechanic Sick Wages	2,884.15	400.00	10,561.38	4,400.00	6,161.38
Transp. Admin Vacation Wages	2,296.35	1,947.00	24,526.73	21,417.00	3,109.73
Transp. Admin Holiday Wages	941.66	2,706.00	23,367.70	29,766.00	(6,398.30)
Transp. Admin Sick Wages	824.10	415.00	6,966.74	4,565.00	2,401.74
Maint. Admin Vacation Wages	851.26	924.00	9,739.51	10,164.00	(424.49)
Maint. Admin Holiday Wages	405.94	918.00	7,429.63	10,098.00	(2,668.37)
Maint. Admin Sick Wages	-	145.00	285.22	1,595.00	(1,309.78)
Gen Admin. Vacation Wages	3,479.08	1,580.00	22,005.75	18,800.00	3,205.75
Gen. Admin Holiday Wages	1,083.52	1,615.00	17,502.03	17,765.00	(262.97)
Gen. Admin Sick Wages	179.12	255.00	2,497.73	2,805.00	(307.27)
Transit Uniform Allowance	201.55	573.00	5,860.21	6,303.00	(442.79)
Maintenance Uniform Allowance	234.52	527.00	3,789.36	5,797.00	(2,007.64)
Tool Allowance	-	-	2,087.80	2,175.00	(87.20)
License Reimbursement	-	17.00	70.00	187.00	(117.00)
Burden Adjustment	(22,840.67)	(28,867.00)	(273,450.71)	(317,153.00)	43,702.29
Total Fringe Benefits	96,376.27	95,821.00	1,139,122.19	1,178,883.00	(39,760.81)
Services					
Management Consultant	562.50	1,433.00	4,894.50	18,563.00	(13,668.50)
Commissioner Expense	-	-	500.00	1,000.00	(500.00)
Auditing Expense	-	-	9,661.50	11,340.00	(1,678.50)
Legal Expense	82.50	208.00	14,045.75	2,288.00	11,757.75
Service and Support	1,919.57	817.00	12,755.03	8,987.00	3,768.03
Security Service	215.80	158.00	2,052.35	1,738.00	314.35
Outside Advertising	98.91	167.00	765.53	1,837.00	(1,071.47)
Driver and Criminal Record Check	-	-	-	-	-
Drug & Alcohol Testing	-	125.00	758.00	1,375.00	(617.00)
Pre-Employment Medical	108.00	117.00	1,643.69	1,287.00	356.69
Janitorial Service and Supplies	628.60	688.00	8,892.70	7,568.00	1,324.70
Bank Service Charges	833.30	692.00	9,518.65	7,612.00	1,906.65
Marketing Expense	-	-	-	-	-
Total Services	4,449.18	4,405.00	65,487.70	63,595.00	1,892.70
Materials and Supplies					

Manchester Transit Authority
Income Statement Transit
For the Ten Months Ending May 31, 2016

	Current	Budget	YTD	YTD	YTD
				Budget	Net Change
Fuel Operations	26,428.19	23,724.00	260,418.87	261,694.00	(1,275.13)
Sale of Fuel to City Departments	1,601.41	-	12,521.18	-	12,521.18
Maintenance Parts	11,590.18	8,208.00	81,408.22	90,542.00	(9,133.78)
Purchase Discounts	(16.67)	-	(435.98)	-	(435.98)
Tires Expense	1,300.04	1,564.00	16,432.80	17,256.00	(823.20)
Oil and Grease	432.49	502.00	7,735.38	5,538.00	2,197.38
Maintenance Supplies	267.62	760.00	7,531.19	8,360.00	(828.81)
Body Shop Supplies	266.31	248.00	3,779.47	2,728.00	1,051.47
Hazardous Materials	-	40.00	-	440.00	(440.00)
Outside Parts and Labor	60.00	83.00	660.00	913.00	(253.00)
Repairs-Building and Grounds	4,465.04	833.00	15,793.37	9,163.00	6,630.37
Repairs-Shop Equipment	697.05	340.00	7,659.71	3,740.00	3,919.71
Repairs-Radio Equipment	-	417.00	595.45	4,587.00	(3,991.55)
Repairs-Office Equipment	231.37	413.00	3,431.22	4,543.00	(1,111.78)
Office Supplies	166.90	568.00	4,017.77	6,248.00	(2,230.23)
Transit Schedules and Tickets	-	1,333.00	3,692.05	14,663.00	(10,970.95)
Total Materials and Supplies	47,489.93	39,033.00	425,240.70	430,415.00	(5,174.30)
Utilities					
Electricity	2,079.87	1,680.00	18,793.96	18,480.00	313.96
Natural Gas	924.29	400.00	11,534.81	13,750.00	(2,215.19)
Telephone	1,121.72	1,455.00	10,448.99	16,005.00	(5,556.01)
Water	169.14	184.00	1,832.85	2,024.00	(191.15)
Total Utilities	4,295.02	3,719.00	42,610.61	50,259.00	(7,648.39)
Insurance					
Public Liability Insurance	13,268.00	16,655.00	145,955.00	183,205.00	(37,250.00)
Other Liability	126.00	1,055.00	2,505.00	11,605.00	(9,100.00)
Total Insurance	13,394.00	17,710.00	148,460.00	194,810.00	(46,350.00)
Other Expenses					
Dues and Memberships	-	-	2,424.62	700.00	1,724.62
Tolls	-	-	-	-	-
Training and Meetings	38.20	83.00	6,450.56	913.00	5,537.56
Grievance Expense	-	42.00	2,075.00	462.00	1,613.00
Depreciation	42,000.00	42,000.00	462,000.00	462,000.00	-
Total Other Expenses	42,038.20	42,125.00	472,950.18	464,075.00	8,875.18
Total Expenses	349,540.58	343,803.00	3,830,623.64	3,943,859.00	(113,235.36)
Net Income (Loss)	(147,805.84)	(133,145.00)	(268,515.42)	(374,422.00)	105,906.58



School

May 2016

Manchester Transit Authority
Income Statement School
For the Ten Months Ending May 31, 2016

	Current	Budget	YTD	YTD Budget	YTD Net Change
Student Transportation					
Pupil Transportation Contract	299,653.90	266,347.00	2,434,182.19	2,382,999.00	51,183.19
Manchester School of Technology	9,481.66	21,970.00	91,116.44	194,260.00	(103,143.56)
Total Student Transportation	309,135.56	288,317.00	2,525,298.63	2,577,259.00	(51,960.37)
School Charter					
Student Athletics	15,770.85	22,000.00	135,737.45	130,500.00	5,237.45
Student Fieldtrips	48,616.75	30,000.00	161,774.03	142,500.00	19,274.03
Total School Charters	64,387.60	52,000.00	297,511.48	273,000.00	24,511.48
Other Revenue					
Sale of Vehicles and Equipment	7,129.50	-	20,931.50	-	20,931.50
Interest Income	0.12	5.00	50.68	55.00	(4.32)
Total Other Revenue	7,129.62	5.00	20,982.18	55.00	20,927.18
Total Operational Income	380,652.78	340,322.00	2,843,792.29	2,850,314.00	(6,521.71)
Labor					
School Operator Wages	133,961.06	124,776.00	1,038,348.57	1,131,601.00	(93,252.43)
School Operator Overtime Wages	6,505.79	4,000.00	13,204.19	11,248.00	1,956.19
Transit Operator Wages	1,802.97	319.00	14,104.34	2,797.00	11,307.34
Transit Operator Overtime Wages	4,897.15	-	36,390.64	-	36,390.64
Mechanic Wages	13,598.26	16,060.00	175,306.78	175,874.00	(567.22)
Mechanic Overtime Wages	160.38	400.00	2,498.98	4,400.00	(1,901.02)
Transp. Admin Wages	16,743.17	13,432.00	160,911.65	147,113.00	13,798.65
Transp. Admin Overtime Wages	30.15	-	999.91	-	999.91
Maint. Admin Wages	5,329.69	5,424.00	56,595.06	59,405.00	(2,809.94)
General Admin Wages	7,136.40	7,267.00	85,686.39	79,591.00	6,095.39
Total Labor	190,165.02	171,678.00	1,584,046.51	1,612,029.00	(27,982.49)
Fringe Benefits					
Health Insurance Expense	-	-	667.20	-	667.20
Dental Insurance Expense	156.37	-	386.66	-	386.66
FICA Expense	13,400.75	12,717.00	109,396.23	118,868.00	(9,471.77)
Worker's Compensation	9,754.00	11,889.00	83,531.85	95,401.00	(11,869.15)
School Operator Vacation Wages	-	1,000.00	19,849.20	19,000.00	849.20
School Operator Holiday Wages	4,291.02	6,000.00	33,380.52	34,912.00	(1,531.48)
School Uniform Allowance	175.72	250.00	2,072.07	2,950.00	(877.93)
License Reimbursement	180.00	31.00	480.00	341.00	139.00
Burden Adjustment	22,840.67	28,867.00	273,450.75	317,153.00	(43,702.25)
Total Fringe Benefits	50,798.53	60,754.00	523,214.48	588,625.00	(65,410.52)
Services					
Management Consultant	562.50	833.00	4,894.50	9,163.00	(4,268.50)
Commissioner Expense	-	-	500.00	1,000.00	(500.00)
Auditing Expense	-	-	7,288.50	6,660.00	628.50
Legal Expense	-	208.00	-	2,288.00	(2,288.00)
Service and Support	1,448.10	517.00	9,146.67	5,687.00	3,459.67

Manchester Transit Authority
Income Statement School
For the Ten Months Ending May 31, 2016

	Current	Budget	YTD	YTD Budget	YTD Net Change
Security Service	162.80	93.00	1,510.67	1,023.00	487.67
Outside Advertising	-	333.00	2,781.35	3,663.00	(881.65)
Driver and Criminal Record	-	-	662.25	-	662.25
Drug & Alcohol Testing	-	375.00	3,114.00	4,125.00	(1,011.00)
Pre-Employment Medical	161.10	417.00	4,636.11	4,587.00	49.11
Janitorial Service and Supplies	628.60	688.00	8,892.69	7,568.00	1,324.69
Bank Service Charges	-	-	(17.81)	-	(17.81)
Total Services	2,963.10	3,464.00	43,408.93	45,764.00	(2,355.07)
Materials and Supplies					
Fuel Operations	32,609.91	24,360.00	240,225.33	221,031.00	19,194.33
Maintenance Parts	9,973.08	7,625.00	99,722.34	80,423.00	19,299.34
Tires Expense	-	1,296.00	20,639.65	11,760.00	8,879.65
Oil and Grease	331.73	660.00	6,363.82	5,986.00	377.82
Maintenance Supplies	309.15	823.00	9,544.84	9,053.00	491.84
Body Shop Supplies	325.50	269.00	5,578.68	2,959.00	2,619.68
Hazardous Materials	-	43.00	-	473.00	(473.00)
Outside Parts and Labor	-	63.00	-	693.00	(693.00)
Repairs-Building and Grounds	2,249.86	833.00	15,146.44	9,163.00	5,983.44
Repairs-Shop Equipment	851.95	368.00	8,850.87	4,048.00	4,802.87
Repairs-Radio Equipment	15.80	917.00	3,950.84	10,087.00	(6,136.16)
Repairs-Office Equipment	174.55	253.00	2,411.40	2,783.00	(371.60)
Office Supplies	125.91	348.00	3,152.88	3,828.00	(675.12)
School Schedules and Tickets	-	-	981.08	3,000.00	(2,018.92)
Total Materials and Supplies	46,967.44	37,858.00	416,568.17	365,287.00	51,281.17
Utilities					
Electricity	1,569.02	987.00	13,571.59	10,857.00	2,714.59
Natural Gas	1,042.28	250.00	12,989.17	14,250.00	(1,260.83)
Telephone	285.21	463.00	3,059.78	5,093.00	(2,033.22)
Water	127.59	108.00	1,326.89	1,188.00	138.89
Total Utilities	3,024.10	1,808.00	30,947.43	31,388.00	(440.57)
Insurance					
Public Liability Insurance	13,507.00	12,397.00	148,570.00	136,367.00	12,203.00
Other Liability	881.00	775.00	9,689.22	8,525.00	1,164.22
Total Insurance	14,388.00	13,172.00	158,259.22	144,892.00	13,367.22
Other Expenses					
Dues and Memberships	-	-	1,699.63	2,000.00	(300.37)
Tolls and Parking	15.75	-	70.80	-	70.80
Training and Meetings	225.00	292.00	3,154.78	3,212.00	(57.22)
Grievance Expense	-	42.00	-	462.00	(462.00)
Depreciation	22,000.00	22,000.00	242,000.00	242,000.00	-
Total Other Expenses	22,240.75	22,334.00	246,925.21	247,674.00	(748.79)
Total Expenses	330,546.94	311,068.00	3,003,369.95	3,035,659.00	(32,289.05)
Net Income (Loss)	50,105.84	29,254.00	(159,577.66)	(185,345.00)	25,767.34

Commissioners Memorandum



To: Commissioners
 From: Ryan Renault-Smith, Assistant Director: Transit Operations
 Date: June 23, 2016
 Re: Transit Ridership Report – May 2016

Routes	May-16			FYTD		
	Weekdays	FY 2015	FY 2016	FY 2015	FY 2016	% Change
	Saturdays	20	21	229	231	
		5	4	48	47	
Healthcare Shuttle Route #1		2,375	2,031	26,005	23,499	-10%
Hanover-E Industrial Park Route #2		2,969	3,062	35,961	33,690	-6%
Brown Ave-Airport Route #3		1,638	1,724	16,847	18,765	11%
Concord Express #4		1,147	833	10,208	9,523	-7%
River Rd- SNHU #5		4,757	3,681	44,782	51,727	16%
Bremer-Mast Rd Route #6		3,508	3,812	43,627	42,977	-1%
Green DASH #7		3,553	3,347	40,103	37,291	-7%
So. Willow- Mall of NH Route #8		4,953	4,238	54,434	52,860	-3%
Nashua Express Route #9		916	779	10,057	9,426	-6%
Valley St- Mall of NH Route #10		4,495	3,636	49,258	46,481	-6%
Front St. Route #11		2,575	1,998	29,716	30,459	3%
So. Beech- Mall of NH Route #12		3,949	4,839	43,439	44,871	3%
Bedford Grove Plaza Route #13		3,345	2,889	38,387	35,358	-8%
Goffstown Shuttle		0	103	0	785	#DIV/0!
Bridge St / VA Hospital #1S		158	73	1,167	955	-18%
Hanover St- East Side Plaza #2S		303	195	2,538	2,605	3%
UPass Riders - MCC		868	735	13,502	11,023	-18%
UPass Riders - UNH		73	108	2,640	1,609	-39%
UPass Riders - SNHU		2,216	2,091	17,238	26,009	51%
UPass Riders - INSTITUTE OF ART		77	64	397	1,610	306%
Hannaford Shuttle		280	298	3,026	2,965	-2%
Market Basket Shuttle		169	192	1,936	2,199	14%
Hooksett Market Basket Shuttle		66	48	801	586	-27%
Hannaford Bedford- Goffstown		13	22	222	188	-15%
Hannaford Bedford- Bedford		23	12	209	190	-9%
Senior Shuttle		0	38	0	111	#DIV/0!
Weekday Fixed Route Totals		36,481	34,635	410,071	404,061	-1%
Saturday Fixed Route Totals		4,274	3,001	39,762	40,956	3%
Fixed Route Weekday Average		1,824	1,649	1,791	1,749	-2%
Fixed Route Saturday Average		855	750	828	871	5%
Special Service		24	54	1,408	2,418	72%
Total Transit Passengers Served		40,755	37,636	449,833	445,049	-1%
Total StepSaver Passengers Served		768	841	8,015	8,176	2%

Ryan Renault-Smith



July 19, 2016

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

Re: 844 Elm Street, LLC. Loan Modification Request

Dear Board of Mayor and Aldermen,

In response to a request from 844 Elm Street, LLC [“Borrower”] to modify the existing Loan Agreement dated November 12th, 2003, the MDC Board and Borrower have agreed to modify the following terms:

The fixed interest rate will initially be lowered from 6% to 4.5% until June 12, 2021 [“Rate Reset Date”]. The rate will then be reset at the Wall Street Journal Prime Rate as of the Rate Reset Date plus 1.0%. The fixed interest rate at the Rate Reset Date can be no lower than 4.5%.

The Maturity Date of the loan will be extended from November 12, 2018 to June 12, 2025.

Amortization will be modified in order to fully amortize the loan by the new Maturity Date.

The MDC Board recommends approval of this request on the basis of Borrower’s satisfactory payment history and financial capacity. We deem no additional risk because of the recommended modification and see benefit for maintaining a performing loan on the books. Borrower will be responsible for all legal costs to close the transaction.

Sincerely,

Joseph Wichert
Chair
Manchester Development Corporation

City of Manchester New Hampshire

In the year Two Thousand and Sixteen

A RESOLUTION

“Amending the FY 2017 Community Improvement Program, authorizing and appropriating funds in the amount of Seventy Five Thousand Dollars (\$75,000) for the FY2017 CIP 611317 Emily’s Place Renovation 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 2017 CIP as contained in the 2017 CIP budget; and

WHEREAS, the 2017 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 funding to assist in the renovations at Emily’s Place;

NOW, THEREFORE, be it resolved that the 2017 CIP be amended as follows:

By adding:

FY2017 CIP 611317 – Emily’s Place Renovation Project - \$75,000 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 and 2012 Community Improvement Programs, transferring, authorizing and appropriating funds in the amount of Nine Thousand Five Hundred Ninety Four Dollars and Eighty Seven Cents (\$9,594.87) for the FY2016 CIP 610616 Housing Rehabilitation.”

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 and 2012 CIPs as contained in the 2016 and 2012 CIP budgets; and

WHEREAS, the 2016 and 2012 CIPs contain all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to transfer an unused balance of Affordable Housing Trust Fund appropriated in a prior year Housing Initiatives project to the current year project;

NOW, THEREFORE, be it resolved that the 2016 and 2012 CIPs be amended as follows:

By decreasing:

FY2012 CIP 610912 – Housing Initiatives - \$9,594.87 Other

By increasing:

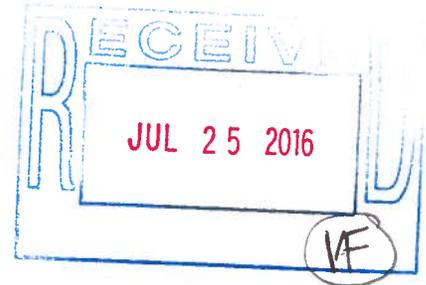
FY2016 CIP 610616 – Housing Rehabilitation - \$9,594.87 Other

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

Matnec, LLC
3 Pluff Avenue
North Reading, MA 01864

July 14, 2016

Mayor Ted Gatsas
City of Manchester
Board of Mayor and Aldermen
1 City Hall Plaza
Manchester, NH 03101



RE: Dunkin' Donuts – 921 Beech Street – Parcel 278/1

Dear Mayor Gatsas,

I am writing to you on behalf of Matnec, LLC to express our continued interest in purchasing this 0.17 acre parcel of land.

Pursuant to a licensing agreement with the City of Manchester dated August 31, 1981, our Dunkin Donuts store is using this parcel for parking and to provide additional access for our patrons.

We would like to come before the Committee of Lands and Buildings to continue our discussions on our original offer of \$50,000.00.

We thank you for your time and consideration of this matter. I look forward to hearing from you.

Sincerely,

Constantine G. Scrivanos
Managing Member

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

The Committee on Accounts, Enrollment & Revenue Administration respectfully advises, after due and careful consideration, that the MDC Revolving Loan Fund summary has been accepted. *(Aldermen Levasseur, Hirschmann and Katsiantonis voted yea; Aldermen Ludwig and Sapienza were 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



*William E. Sanders
Finance Officer*

*Sharon Y. Wickens
Deputy Finance Officer*

CITY OF MANCHESTER
Finance Department

June 9, 2016

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

Dear Honorable Committee Members,

Attached for your review is a summary of the City's revolving loan accounts.

Respectfully submitted,

Kim A. LeBlanc
Financial Analyst

Enc.

**Revolving Loans
Balances as of 6/9/16**

Loan #	Revolving Loan - City	Original Loan Date	Loan Maturity Date	Original Loan Amount	Current Principal Balance	Current Interest Balance	Loan Activity
1	Maax Inc	5/29/2007	5/1/2019	\$210,000.00	\$107,154.61	\$0.00	
2	Mary's Closet	2/19/2010	4/15/2017	\$60,000.00	\$33,843.16	\$0.00	
3	Delisle Market	1/28/2010	10/15/2020	\$43,500.00	\$28,459.42	\$0.00	
4	Delisle Market - Energy Loan	1/28/2010	8/15/2020	\$20,000.00	\$14,998.35	\$0.00	
5	Lazy Nicks	10/30/2009	10/30/2030	\$40,000.00	\$31,500.47	\$0.00	
6	OLK12	10/29/2010	3/1/2017	\$50,000.00	\$26,277.02	\$101.96	
7	Aviation Technology	5/23/2011	7/1/2017	\$75,000.00	\$26,082.95	\$108.68	
8	Cedar & Oak	9/25/2008	1/1/2018	\$41,000.00	\$31,997.39	\$0.00	
				\$539,500.00	\$300,313.37	\$210.64	

SUMMARY NOTES:

Loans 1 & 2 - Status current and in good standing.
 Loans 3 thru 5 - Over 30 days past due
 Loans 6 & 7 - Over 60 days past due.
 Loan 8 - Forwarded to Solicitor's Office.

Loan #	Revolving Loan - MDC	Original Loan Date	Loan Maturity Date	Original Loan Amount	Current Principal Balance	Current Interest Balance	Loan Activity
10	844 Elm St	12/12/2003	11/12/2018	\$250,000.00	\$140,675.50	\$708.79	
11	Germania Front	1/20/2012	12/20/2022	\$500,000.00	\$356,360.43	\$1,484.84	
12	Fabiana Lorena (XO on Elm)	6/26/2013	6/15/2016	\$64,130.25	\$1,834.44	\$7.54	
				\$814,130.25	\$498,870.37	\$2,201.17	

SUMMARY NOTES:

Loans 10 thru 12 - Status current and in good standing.

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

The Committee on Accounts, Enrollment & Revenue Administration respectfully advises, after due and careful consideration, that the Finance Department reports:

- Accounts Receivable over 90 days
- Aging Report
- Outstanding Receivables

have been accepted.

(Aldermen Levasseur, Hirschmann and Katsiantonis voted yea; Aldermen Ludwig and Sapienza were 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



*William E. Sanders
Finance Officer*

*Sharon Y. Wickens
Deputy Finance Officer*

CITY OF MANCHESTER
Finance Department

June 10, 2016

Committee on Accounts, Enrollment & Revenue Administration
c/o Matthew Normand, City Clerk
One City Hall Plaza
Manchester, NH 03101

Dear Honorable Committee Members,

Attached is a summary of the City's accounts receivable over 90 days as well as an aging report. Also included is a list of outstanding receivables that have been submitted to the City Solicitor for review and determination of collectability.

In summary outstanding receivables over 90 days total \$1,695,830 out of \$6,255,282 billed. Last month's outstanding receivables totaled \$1,729,134 out of \$5,778,285 billed.

Please let me know if you have any questions or require further information.

Respectfully submitted,

Michele Bogardus
Financial Analyst II

Enc.

**Summary of Accounts Receivable Over 90 Days
by Department - with Previous Month's Comparative**

	<u>Dept Code</u>	<u>6/10/2016</u>	<u>5/9/2016</u>	
		Over 90 Days	Over 90 Days	
Airport	25	\$ 838,184.10	\$ 805,581.56	
EPD	27	\$ 842.64	\$ 852.64	
Parking Department	52	\$ 6,477.56	\$ 4,117.68	
Total Enterprise Funds		\$ 845,504.30	\$ 810,551.88	
Assessors	2	\$ 64,028.38	\$ 120,808.27	
Building Maintenance	21	\$ -	\$ 400.00	
Central Fleet Management	23	\$ 9,222.66	\$ 9,176.65	
Fire Department	30	\$ 23,097.39	\$ 37,985.38	
Highway	50, 51	\$ 676,372.95	\$ 676,232.31	
Human Resources	19	\$ 3,445.39	\$ 3,445.03	
Information Systems	13	\$ 680.00	\$ -	
Parks & Recreation	65	\$ 2,409.68	\$ 2,382.00	
Code Enforcement	CE	\$ 39,453.24	\$ 36,574.69	
Police Department	33,34,35,36	\$ 31,615.53	\$ 31,577.77	
Total General Fund		\$ 850,325.22	\$ 918,582.10	
Grand Totals		\$ 1,695,829.52	\$ 1,729,133.98	
<u>General Fund receivables over \$10,000 by customer</u>			<u>Explanation of Charges</u>	
Birch Hill Terrace	2	\$ 64,028.38	\$ 120,808.27	Housing in Lieu of Taxes - Payment is expected mid-June
Corcoran Environmental	50	\$ 24,182.43	\$ 24,182.43	Landfill Lease Payments - Refer to Solicitor
National Grid	50	\$ 641,082.50	\$ 641,082.50	Roadway Degradation Fees - In Litigation - Refer to Solicitor
Totals		\$ 729,293.31	\$ 786,073.20	
Total General Fund receivables over 90 days less over \$10,000		\$ 121,031.91	\$ 132,508.90	

City of Manchester NH - Receivables
Over 90 Days as of 6/10/16

TYPE	CUST ID	NAME	TOTAL	CURRENT	0-30 DAYS DUE	31-60 DAYS DUE	61-90 DAYS DUE	OVER 90 DAYS DUE
CE	24997	196 LOWELL ST LLC	\$ 283.26	\$ 4.13	\$ 4.13	\$ -	\$ -	\$ 275.00
CE	17600	211-213 WOODBURY ST CON	\$ 162.21	\$ 1.43	\$ 1.43	\$ -	\$ -	\$ 157.92
CE	23856	261 BELMONT STREET LLC	\$ 720.77	\$ 9.53	\$ 9.53	\$ -	\$ -	\$ 692.18
CE	17588	385 MANCHESTER STREET T	\$ 102.77	\$ 0.91	\$ 0.91	\$ -	\$ -	\$ 100.04
CE	21622	ADEKOYA, EMMANUEL	\$ 208.82	\$ 2.34	\$ 2.34	\$ -	\$ -	\$ 201.80
CE	17009	AHMEDAMIN, SANDRA	\$ 300.56	\$ 2.56	\$ 2.56	\$ -	\$ -	\$ 292.88
CE	23956	AIDA VELEZ	\$ 140.04	\$ 1.88	\$ 1.88	\$ -	\$ -	\$ 134.40
CE	21986	ALHAMIS, INNOCENTUS	\$ 110.80	\$ 1.29	\$ 1.29	\$ -	\$ -	\$ 106.93
CE	22250	ALHAMIS, INNOCENTUS	\$ 218.64	\$ 2.56	\$ 2.56	\$ -	\$ -	\$ 210.96
CE	24667	BARRIEAU, ELEANOR S	\$ 130.64	\$ 1.88	\$ 1.88	\$ -	\$ -	\$ 125.00
CE	24482	BELAND, BRENDA	\$ 134.40	\$ 1.88	\$ 1.88	\$ -	\$ -	\$ 128.76
CE	18280	BERLINGUETTE, RICHARD B	\$ 658.43	\$ 6.01	\$ 6.01	\$ -	\$ -	\$ 640.40
CE	23134	BURANT, STEPHANIE	\$ 931.84	\$ 11.56	\$ 11.56	\$ -	\$ -	\$ 897.16
CE	19401	CATANO, EDMUNDO	\$ 793.80	\$ 7.60	\$ 7.60	\$ -	\$ -	\$ 771.00
CE	23363	CAYER, NORMAN	\$ 736.45	\$ 10.00	\$ 10.00	\$ -	\$ -	\$ 706.45
CE	24685	CAYER, NORMAN ROGER	\$ 287.39	\$ 4.13	\$ 4.13	\$ -	\$ -	\$ 275.00
CE	24977	CHURCH, TIMOTHY	\$ 3.43	\$ 0.05	\$ -	\$ -	\$ -	\$ 3.38
CE	23196	CORDERO, MARIA	\$ 1,064.94	\$ 13.21	\$ 13.21	\$ -	\$ -	\$ 1,025.31
CE	20689	CRUZ, MARIA	\$ 344.69	\$ 3.61	\$ 3.61	\$ -	\$ -	\$ 333.86
CE	17978	DAHL, THOMAS A	\$ 545.50	\$ 4.90	\$ 4.90	\$ -	\$ -	\$ 530.80
CE	21469	DEJESUS, JAN P	\$ 129.32	\$ 1.43	\$ 1.43	\$ -	\$ -	\$ 125.03
CE	21559	DEL-WES REALTY LLC	\$ 401.56	\$ 4.44	\$ 4.44	\$ -	\$ -	\$ 388.24
CE	24580	DIME INVESTMENTS&MANAGM	\$ 715.52	\$ 10.13	\$ 10.13	\$ -	\$ -	\$ 685.13
CE	21467	DROUIN, JOHN	\$ 197.32	\$ 2.18	\$ 2.18	\$ -	\$ -	\$ 190.78
CE	24786	EAGAN, SCOTT T	\$ 130.64	\$ 1.88	\$ 1.88	\$ -	\$ -	\$ 125.00
CE	24619	FALLAH, ELAINE B	\$ 339.64	\$ 4.88	\$ 4.88	\$ -	\$ -	\$ 325.00
CE	17791	FORAND, JEANNINE	\$ 160.78	\$ 1.43	\$ 1.43	\$ -	\$ -	\$ 156.49
CE	23494	FORD, JONATHAN	\$ 145.68	\$ 1.88	\$ 1.88	\$ -	\$ -	\$ 140.04
CE	19099	FRANCIS, RANDALL	\$ 261.72	\$ 2.48	\$ 2.48	\$ -	\$ -	\$ 254.28
CE	21427	FULLER, JASON L	\$ 495.50	\$ 5.42	\$ 5.42	\$ -	\$ -	\$ 479.24
CE	24991	GAGNON, DENIS M	\$ 128.76	\$ 1.88	\$ 1.88	\$ -	\$ -	\$ 125.00
CE	24393	GAGNON, RAYMOND C JR	\$ 424.65	\$ 5.93	\$ 5.93	\$ -	\$ -	\$ 406.86
CE	21269	GEORGIADIS, JAMES	\$ 236.56	\$ 2.56	\$ 2.56	\$ -	\$ -	\$ 228.88
CE	18654	GICHANA, DENNIS O	\$ 493.19	\$ 4.59	\$ 4.59	\$ -	\$ -	\$ 479.42
CE	24542	GLADYSZ, DANIEL J	\$ 132.52	\$ 1.88	\$ 1.88	\$ -	\$ -	\$ 126.88
CE	23902	GOODEN, WENDY L	\$ 198.67	\$ 2.63	\$ 2.63	\$ -	\$ -	\$ 190.78
CE	20234	GRADY, ALEXANDER	\$ 366.44	\$ 3.68	\$ 3.68	\$ -	\$ -	\$ 355.40
CE	24579	GRAHAM, BRIAN J	\$ 132.52	\$ 1.88	\$ 1.88	\$ -	\$ -	\$ 126.88
CE	24860	GRAHAM, CHARLES W JR	\$ 235.14	\$ 3.38	\$ 3.38	\$ -	\$ -	\$ 225.00
CE	17490	GRAMA, MARIAN	\$ 905.53	\$ 7.99	\$ 7.99	\$ -	\$ -	\$ 881.56
CE	16919	GRIMARD, MICHELE M	\$ 167.93	\$ 1.43	\$ 1.43	\$ -	\$ -	\$ 163.64

City of Manchester NH - Receivables
Over 90 Days as of 6/10/16

TYPE	CUST ID	NAME	TOTAL	CURRENT	0-30 DAYS DUE	31-60 DAYS DUE	61-90 DAYS DUE	OVER 90 DAYS DUE
CE	19147	HAMMERSTROM, PAUL III	\$ 447.64	\$ 4.28	\$ 4.28	\$ 4.28	\$ 4.28	\$ 434.80
CE	20867	HAWKES, DANA M	\$ 419.04	\$ 4.43	\$ 4.43	\$ 4.43	\$ 4.43	\$ 405.75
CE	16740	HEWETT, DANIEL H	\$ 624.04	\$ 5.27	\$ 5.27	\$ 5.27	\$ 5.27	\$ 608.23
CE	24809	HODZIC, SALIM	\$ 339.64	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 325.00
CE	19981	JACOBY, VALERIE A	\$ 241.94	\$ 2.41	\$ 2.41	\$ 2.41	\$ 2.41	\$ 234.71
CE	18785	JGDB REALTY, LLC	\$ 25.34	\$ 0.28	\$ 0.28	\$ 0.28	\$ 0.28	\$ 24.50
CE	24740	JOHNS, JOSEPH	\$ 182.89	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 175.00
CE	17486	JOHNS, JOSEPH	\$ 691.70	\$ 6.10	\$ 6.10	\$ 6.10	\$ 6.10	\$ 673.40
CE	23236	KABAMBA, MPESAMONJI	\$ 901.52	\$ 11.18	\$ 11.18	\$ 11.18	\$ 11.18	\$ 867.98
CE	23747	KAROUTSOS, GEORGE	\$ 141.92	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 136.28
CE	23748	KAROUTSOS, GEORGE	\$ 141.92	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 136.28
CE	23408	KAROUTSOS, GEORGE FAM T	\$ 88.56	\$ 1.13	\$ 1.13	\$ 1.13	\$ 1.13	\$ 85.17
CE	24617	KAROUTSOS, GEORGE FAM T	\$ 308.29	\$ 4.43	\$ 4.43	\$ 4.43	\$ 4.43	\$ 295.00
CE	24440	KEEFE, CASEY	\$ 532.15	\$ 7.43	\$ 7.43	\$ 7.43	\$ 7.43	\$ 509.86
CE	17507	KICKHAM, CHARLES	\$ 810.58	\$ 7.14	\$ 7.14	\$ 7.14	\$ 7.14	\$ 789.16
CE	17437	KICKHAM, CHARLES	\$ 1,390.28	\$ 12.24	\$ 12.24	\$ 12.24	\$ 12.24	\$ 1,353.56
CE	18372	KILGORE, SCOTT C	\$ 996.30	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 969.00
CE	16825	KIM BERLINGUETTE	\$ 687.12	\$ 5.81	\$ 5.81	\$ 5.81	\$ 5.81	\$ 669.69
CE	22034	KROCHMAL, MARCA	\$ 48.87	\$ 0.68	\$ 0.68	\$ 0.68	\$ 0.68	\$ 46.83
CE	24287	KROL, WALTER	\$ 158.08	\$ 2.18	\$ 2.18	\$ 2.18	\$ 2.18	\$ 151.54
CE	17454	LACROIX, RUDOLPH	\$ 606.92	\$ 5.36	\$ 5.36	\$ 5.36	\$ 5.36	\$ 590.84
CE	19634	LANDER, DIANE R	\$ 200.56	\$ 1.96	\$ 1.96	\$ 1.96	\$ 1.96	\$ 194.68
CE	23116	LEBREAULT, REBECA	\$ 381.22	\$ 4.73	\$ 4.73	\$ 4.73	\$ 4.73	\$ 367.03
CE	24271	LEMIRE, ROBERT	\$ 190.78	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 182.89
CE	24690	LEVASSEUR, JOSEPH RV T	\$ 78.39	\$ 1.13	\$ 1.13	\$ 1.13	\$ 1.13	\$ 75.00
CE	19453	LOCKE, CHRISTINE	\$ 243.92	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 236.90
CE	17105	LORTIE, RONALD	\$ 622.50	\$ 5.35	\$ 5.35	\$ 5.35	\$ 5.35	\$ 606.45
CE	18413	LOUGEE, JILLIAN M	\$ 98.22	\$ 0.91	\$ 0.91	\$ 0.91	\$ 0.91	\$ 95.49
CE	19191	MARQUIS, LINDA J	\$ 150.77	\$ 1.43	\$ 1.43	\$ 1.43	\$ 1.43	\$ 146.48
CE	24593	MATEO, ERNESTO B	\$ 1,213.72	\$ 17.18	\$ 17.18	\$ 17.18	\$ 17.18	\$ 1,162.18
CE	23041	MCCARTHY, STEVEN L	\$ 211.82	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 203.93
CE	23511	MCCARTHY, STEVEN L	\$ 343.73	\$ 4.43	\$ 4.43	\$ 4.43	\$ 4.43	\$ 330.44
CE	19052	MERETE, JOSE	\$ 150.77	\$ 1.43	\$ 1.43	\$ 1.43	\$ 1.43	\$ 146.48
CE	24677	MERRILL, DAWN	\$ 130.64	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 125.00
CE	18309	MILLER, SAUL B	\$ 65.14	\$ 0.71	\$ 0.71	\$ 0.71	\$ 0.71	\$ 63.01
CE	21083	NGALAKULONDI, PIERRE K	\$ 492.29	\$ 5.27	\$ 5.27	\$ 5.27	\$ 5.27	\$ 476.48
CE	24866	NORMAN CAYER	\$ 914.39	\$ 13.13	\$ 13.13	\$ 13.13	\$ 13.13	\$ 875.00
CE	24175	OKELLO, JAMES	\$ 270.76	\$ 3.68	\$ 3.68	\$ 3.68	\$ 3.68	\$ 259.72
CE	17176	OKELLO, JAMES	\$ 272.00	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 264.98
CE	24974	OUELLETTE, MICHAEL R	\$ 128.76	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 125.00
CE	17257	PAPPAS, ROBERT A	\$ 356.41	\$ 3.09	\$ 3.09	\$ 3.09	\$ 3.09	\$ 347.14

City of Manchester NH - Receivables
Over 90 Days as of 6/10/16

TYPE	CUST ID	NAME	TOTAL	CURRENT	0-30 DAYS DUE	31-60 DAYS DUE	61-90 DAYS DUE	OVER 90 DAYS DUE
CE	24957	PERKINS, JODI L	\$ 180.26	\$ 2.63	\$ 2.63	\$ -	\$ -	\$ 175.00
CE	24338	POIRIER, THOMAS	\$ 188.15	\$ 2.63	\$ 2.63	\$ 2.63	\$ -	\$ 180.26
CE	21496	POND, DEBORAH A	\$ 347.40	\$ 3.85	\$ 3.85	\$ 3.85	\$ -	\$ 335.85
CE	23900	POTTER, ANTHONY	\$ 141.92	\$ 1.88	\$ 1.88	\$ 1.88	\$ -	\$ 136.28
CE	21152	PRINCE, JOHN G	\$ 309.37	\$ 3.31	\$ 3.31	\$ 3.31	\$ -	\$ 299.44
CE	16956	RAKIS-LAMBROULIS, POTOU	\$ 635.91	\$ 5.41	\$ 5.41	\$ 5.41	\$ -	\$ 619.68
CE	17306	RICARD, ERNEST H	\$ 353.32	\$ 3.09	\$ 3.09	\$ 3.09	\$ -	\$ 344.05
CE	24793	RIVERS, KORRAN	\$ 1.88	\$ -	\$ -	\$ -	\$ -	\$ 1.88
CE	22940	RODRIGUEZ, WALTER J	\$ 600.70	\$ 7.38	\$ 7.38	\$ 7.38	\$ -	\$ 578.56
CE	22939	RODRIGUEZ, WALTER J	\$ 1,176.45	\$ 14.43	\$ 14.43	\$ 14.43	\$ -	\$ 1,133.16
CE	24798	ROY, MARC	\$ 130.64	\$ 1.88	\$ 1.88	\$ 1.88	\$ -	\$ 125.00
CE	23526	S PANOURGIAS FAMILY LLC	\$ 1,007.78	\$ 12.98	\$ 12.98	\$ 12.98	\$ -	\$ 968.84
CE	21899	SANBORN, KARI R	\$ 125.03	\$ 1.43	\$ 1.43	\$ 1.43	\$ -	\$ 120.74
CE	24545	SAUNDERS, ZACHARY	\$ 238.52	\$ 3.38	\$ 3.38	\$ 3.38	\$ -	\$ 228.38
CE	24913	SCANLON, PATRICK	\$ 130.64	\$ 1.88	\$ 1.88	\$ 1.88	\$ -	\$ 125.00
CE	18542	SILVA, FRANCISCA	\$ 710.10	\$ 6.55	\$ 6.55	\$ 6.55	\$ -	\$ 690.45
CE	23016	SIMON, LESLIE	\$ 974.40	\$ 12.10	\$ 12.10	\$ 12.10	\$ -	\$ 938.10
CE	21061	SOULIOS, STAVROS	\$ 135.04	\$ 1.43	\$ 1.43	\$ 1.43	\$ -	\$ 130.75
CE	22896	TIMBAS, GREGORY S	\$ 126.60	\$ 1.66	\$ 1.66	\$ 1.66	\$ -	\$ 121.62
CE	23114	TOMES, KAREN E	\$ 490.12	\$ 6.08	\$ 6.08	\$ 6.08	\$ -	\$ 471.88
CE	18687	TORRES, JOSE A	\$ 153.63	\$ 1.43	\$ 1.43	\$ 1.43	\$ -	\$ 149.34
CE	24962	TREMBLAY, TAMMIE S	\$ 180.26	\$ 2.63	\$ 2.63	\$ -	\$ -	\$ 175.00
CE	24865	VACHON, BRENDON	\$ 182.89	\$ 2.63	\$ 2.63	\$ 2.63	\$ -	\$ 175.00
CE	23112	VERMILYEA, SETH R	\$ 272.32	\$ 3.38	\$ 3.38	\$ 3.38	\$ -	\$ 262.18
CE	24886	VIGNEAULT, ROBERT S TR	\$ 235.14	\$ 3.38	\$ 3.38	\$ 3.38	\$ -	\$ 225.00
CE	20970	WALLACE, JOHN W	\$ 284.56	\$ 3.02	\$ 3.02	\$ 3.02	\$ -	\$ 275.50
CE	21287	WINZELER, MARK L	\$ 132.18	\$ 1.43	\$ 1.43	\$ 1.43	\$ -	\$ 127.89
CE	23988	WOOD, KENNETH A III TRU	\$ 0.07	\$ -	\$ -	\$ -	\$ -	\$ 0.07
CE	19821	ZAMOR, WOLF R	\$ 603.25	\$ 5.95	\$ 5.95	\$ 5.95	\$ -	\$ 585.40
CE	21151	ZEBROWSKI, LYNN A	\$ 203.86	\$ 2.18	\$ 2.18	\$ 2.18	\$ -	\$ 197.32
CE - CODE ENFORCEMENT TOTALS			\$ 40,832.89	\$ 464.25	\$ 464.25	\$ 451.10	\$ -	\$ 39,453.24
2	1533	BIRCH HILL TERRACE	\$ 64,988.81	\$ 960.43	\$ -	\$ -	\$ -	\$ 64,028.38
2 - ASSESSORS TOTALS			\$ 64,988.81	\$ 960.43	\$ -	\$ -	\$ -	\$ 64,028.38
13	17081	9TH DISTRICT COURT	\$ 710.60	\$ 20.40	\$ -	\$ 10.20	\$ -	\$ 680.00
13 - INFORMATION SYSTEMS TOTALS			\$ 710.60	\$ 20.40	\$ -	\$ 10.20	\$ -	\$ 680.00
19	20865	SCHWARTZ, BETH	\$ 3,418.15	\$ -	\$ -	\$ -	\$ -	\$ 3,418.15
19	2453	UNION LEADER CORP	\$ 28.32	\$ 0.72	\$ -	\$ 0.36	\$ -	\$ 27.24
19 - HR TOTALS			\$ 3,446.47	\$ 0.72	\$ -	\$ 0.36	\$ -	\$ 3,445.39
23	13236	G & K SERVICES	\$ 1,261.00	\$ 776.00	\$ -	\$ 388.00	\$ -	\$ 97.00
23	22506	LIBERTY ENERGY UTILITIE	\$ 232.80	\$ -	\$ -	\$ -	\$ -	\$ 232.80
23	2536	MANCHESTER CEMETERY DEF	\$ 3,916.86	\$ 2,591.68	\$ -	\$ 337.15	\$ -	\$ 988.03

City of Manchester NH - Receivables
Over 90 Days as of 6/10/16

TYPE	CUST ID	NAME	TOTAL	CURRENT	0-30 DAYS DUE	31-60 DAYS DUE	61-90 DAYS DUE	OVER 90 DAYS DUE
23	29	MANCHESTER CITY SOLICIT	\$ 3,505.25	\$ -	\$ -	\$ -	\$ -	\$ 3,505.25
23	2573	MANCHESTER EPD	\$ 1,158.60	\$ 1,148.60	\$ -	\$ -	\$ -	\$ 10.00
23	2539	MANCHESTER HIGHWAY DEPT	\$ 34.20	\$ -	\$ -	\$ -	\$ -	\$ 34.20
23	11485	MANCHESTER PARKING DIVI	\$ 3,822.08	\$ 3,021.92	\$ -	\$ 525.05	\$ -	\$ 275.11
23	2541	MANCHESTER PARKS & RECR	\$ 2,492.83	\$ 647.19	\$ -	\$ 396.30	\$ -	\$ 1,449.34
23	58	MANCHESTER PLANNING DEP	\$ 456.76	\$ -	\$ -	\$ -	\$ -	\$ 456.76
23	3124	PINARD WASTE SYSTEM INC	\$ 2,509.47	\$ 167.65	\$ -	\$ 167.65	\$ -	\$ 2,174.17
23 - CENTRAL FLEET TOTALS			\$ 19,389.85	\$ 8,353.04	\$ -	\$ 1,814.15	\$ -	\$ 9,222.66
25	20311	ADVANTAGE RENT A CAR	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ 1.00
25	4058	AMERICAN AIRLINES INC/U	\$ 495,497.33	\$ 206,757.79	\$ -	\$ 104,432.87	\$ 139,607.51	\$ 44,699.16
25	3814	BAE SYSTEMS	\$ 291.00	\$ 288.00	\$ -	\$ -	\$ -	\$ 3.00
25	4825	BEST WESTERN EXECUTIVE	\$ 50.40	\$ 50.00	\$ -	\$ -	\$ 0.40	\$ -
25	5143	FEDERAL GRANTS 1999	\$ 2,573,679.70	\$ 1,629,589.94	\$ -	\$ 92,054.91	\$ 78,618.49	\$ 773,416.36
25	1878	JOHNSON CONTROLS	\$ 106.00	\$ 90.00	\$ -	\$ -	\$ -	\$ 16.00
25	14944	NH AUTO RENTAL, INC (PA	\$ 2,464.38	\$ -	\$ -	\$ -	\$ -	\$ 2,464.38
25	4001	STATE GRANTS	\$ 112,337.65	\$ 89,701.49	\$ -	\$ 5,114.16	\$ -	\$ 17,522.00
25	3874	VANGUARD CAR RENTAL/ NA	\$ 61.80	\$ -	\$ -	\$ -	\$ -	\$ 61.80
25 - AIRPORT TOTALS			\$ 3,184,489.26	\$ 1,926,477.22	\$ -	\$ 201,601.94	\$ 218,226.00	\$ 838,184.10
27	12798	ANYTIME SEPTIC SERVICES	\$ 762.64	\$ -	\$ -	\$ -	\$ -	\$ 762.64
27	10064	SERVPRO OF MANCHESTER/D	\$ 80.00	\$ -	\$ -	\$ -	\$ -	\$ 80.00
27 - EPD TOTALS			\$ 842.64	\$ -	\$ -	\$ -	\$ -	\$ 842.64
30	287	200 ELM STREET REALTY,	\$ 2,616.90	\$ 61.20	\$ -	\$ 30.60	\$ -	\$ 2,525.10
30	21341	AVERILL, JENNY	\$ 534.82	\$ 11.68	\$ -	\$ 5.84	\$ -	\$ 517.30
30	9662	BRIDGEWELL FARMS CONDO	\$ 773.30	\$ 22.20	\$ -	\$ 11.10	\$ -	\$ 740.00
30	2104	CENTRALARM	\$ 160.06	\$ 158.31	\$ -	\$ -	\$ -	\$ 1.75
30	1378	CHARLES TSIATSIOS TRUST	\$ 2,632.94	\$ 48.98	\$ -	\$ 24.49	\$ -	\$ 2,559.47
30	20020	CHILDREN OF NICHOLAS PE	\$ 564.30	\$ 16.20	\$ -	\$ 8.10	\$ -	\$ 540.00
30	18213	COLE-BRUCE, PAMELA	\$ 1,365.05	\$ 24.90	\$ -	\$ 12.45	\$ -	\$ 1,327.70
30	23173	F.W. WEBB	\$ 72.90	\$ -	\$ -	\$ -	\$ -	\$ 72.90
30	11414	FARLEY WHITE MANCHESTER	\$ 233.00	\$ 6.00	\$ -	\$ 3.00	\$ -	\$ 224.00
30	24709	FRANCOEURS CAFE	\$ 104.50	\$ 3.00	\$ -	\$ 1.50	\$ -	\$ 100.00
30	5427	GC FRIDAYS BOSTON LLC	\$ 564.30	\$ 16.20	\$ -	\$ 8.10	\$ -	\$ 540.00
30	8937	GIRL'S INC.	\$ 637.20	\$ 16.20	\$ -	\$ 8.10	\$ -	\$ 612.90
30	24374	HANNAFORD, ANDREW	\$ 682.93	\$ 19.06	\$ -	\$ 9.53	\$ -	\$ 654.34
30	21670	HARNUM, DAVID	\$ 487.15	\$ 10.86	\$ -	\$ 5.43	\$ -	\$ 470.86
30	24452	INLAND AMERICAN CFG POR	\$ 1,233.10	\$ 35.40	\$ -	\$ 17.70	\$ -	\$ 1,180.00
30	1255	INTERGRATED HEALTH SVC	\$ 660.00	\$ 14.40	\$ -	\$ 7.20	\$ -	\$ 638.40
30	16305	JOSEPH EQUIPMENT CO	\$ 1,853.60	\$ 31.20	\$ -	\$ 15.60	\$ -	\$ 1,806.80
30	17861	LACROIX, LUCIEN D	\$ 514.82	\$ 9.14	\$ -	\$ 4.57	\$ -	\$ 501.11
30	24375	LORANGER, AMANDA	\$ 397.72	\$ 11.10	\$ -	\$ 5.55	\$ -	\$ 381.07
30	17580	MAHMOTORIC, MUHAREM	\$ 3,435.30	\$ 75.60	\$ -	\$ 37.80	\$ -	\$ 3,321.90

City of Manchester NH - Receivables
Over 90 Days as of 6/10/16

TYPE	CUST ID	NAME	TOTAL	CURRENT	0-30 DAYS DUE	31-60 DAYS DUE	61-90 DAYS DUE	OVER 90 DAYS DUE
30	19639	MANCHESTER CHRISTIAN CH	\$ 104.50	\$ 3.00	\$ -	\$ 1.50	\$ -	\$ 100.00
30	325	MICHAELS ARTS AND CRAFT	\$ 89.10	\$ -	\$ -	\$ -	\$ -	\$ 89.10
30	17794	MITCHELL, JOHN F	\$ 591.50	\$ 10.50	\$ -	\$ 5.25	\$ -	\$ 575.75
30	7532	MORGAN SELF STORAGE	\$ 8.10	\$ -	\$ -	\$ -	\$ -	\$ 8.10
30	4719	PAGE STREET REALTY	\$ 564.30	\$ 16.20	\$ -	\$ 8.10	\$ -	\$ 540.00
30	11405	PICHETTE, LOUIS	\$ 16.44	\$ 0.24	\$ -	\$ -	\$ -	\$ 16.20
30	19541	RYDER	\$ 113.50	\$ 3.00	\$ -	\$ 1.50	\$ -	\$ 109.00
30	22881	US DEPARTMENT OF LABOR	\$ 2,570.70	\$ 68.40	\$ -	\$ 34.20	\$ -	\$ 2,468.10
30	24774	VELAGALA LLC	\$ 127.30	\$ -	\$ -	\$ 100.00	\$ -	\$ 27.30
30	22445	WILSON, ELIZABETH	\$ 464.71	\$ 10.98	\$ -	\$ 5.49	\$ -	\$ 448.24
30 - FIRE TOTALS			\$ 24,174.04	\$ 703.95	\$ -	\$ 272.70	\$ 100.00	\$ 23,097.39
33	19290	COIN & STAMP SHOP	\$ 56.03	\$ 9.83	\$ -	\$ 14.20	\$ 10.00	\$ 22.00
33	19086	GOOD STILL	\$ 2,112.38	\$ 1,011.38	\$ -	\$ 555.00	\$ -	\$ 546.00
33	19151	LEVEL UP GAMING	\$ 771.14	\$ 17.90	\$ -	\$ 8.95	\$ -	\$ 744.29
34	4303	MANCHESTER POLICE - OBE	\$ 466.80	\$ -	\$ -	\$ -	\$ -	\$ 466.80
34	4433	ALZHEIMER ASSOCIATION	\$ 0.68	\$ -	\$ -	\$ -	\$ -	\$ 0.68
34	24663	BERNIE SANDERS CAMPAIGN	\$ 1,064.57	\$ -	\$ -	\$ -	\$ -	\$ 1,064.57
34	15958	BRETON CONSTRUCTION LLC	\$ 3,922.15	\$ 3,922.14	\$ -	\$ -	\$ -	\$ 0.01
34	14470	CIRCUS AMERICA INC.	\$ 666.72	\$ -	\$ -	\$ -	\$ -	\$ 666.72
34	22797	DB PERRY LLC	\$ 672.36	\$ -	\$ -	\$ -	\$ -	\$ 672.36
34	14517	EVERSOURCE	\$ 1,793.00	\$ -	\$ -	\$ -	\$ -	\$ 1,793.00
34	4313	EVERSOURCE ENERGY (BEDF	\$ 2,241.21	\$ 2,241.20	\$ -	\$ -	\$ -	\$ 0.01
34	2094	EVERSOURCE ENERGY (HOOK	\$ 24,781.66	\$ 20,746.15	\$ -	\$ -	\$ -	\$ 4,035.51
34	15276	FAIRPOINT COMMUNICATION	\$ 4,524.44	\$ 3,375.82	\$ -	\$ -	\$ 224.12	\$ 924.50
34	15273	FAIRPOINT COMMUNICATION	\$ 2,017.09	\$ 980.53	\$ -	\$ -	\$ -	\$ 1,036.56
34	15274	FAIRPOINT COMMUNICATION	\$ 7,844.21	\$ 2,101.13	\$ -	\$ -	\$ 224.12	\$ 5,518.96
34	17534	GAMACHE, D	\$ 974.94	\$ 17.16	\$ -	\$ 8.58	\$ -	\$ 949.20
34	4376	INTOWN MANCHESTER MANA	\$ 224.35	\$ -	\$ -	\$ -	\$ -	\$ 224.35
34	16209	MCGUINNESS TREE	\$ 1,652.89	\$ 448.24	\$ -	\$ -	\$ 224.12	\$ 980.53
34	6267	MEMORIAL HS BOOSTER CLU	\$ 224.12	\$ -	\$ -	\$ -	\$ -	\$ 224.12
34	20725	NEW YORK BITUMINOUS	\$ 6,275.95	\$ 29.72	\$ -	\$ 14.86	\$ -	\$ 6,231.37
34	23373	S&S VIKING MECHANICAL	\$ 224.12	\$ -	\$ -	\$ -	\$ -	\$ 224.12
34	23011	TOTAL IMAGE	\$ 926.51	\$ 926.48	\$ -	\$ -	\$ -	\$ 0.03
34	24664	UNIVERSAL PROTECTION SE	\$ 5,266.86	\$ -	\$ -	\$ -	\$ -	\$ 5,266.86
34	4313	EVERSOURCE ENERGY (BEDF	\$ 40.45	\$ 30.30	\$ -	\$ 0.15	\$ -	\$ 10.00
34	826	PROGRESSIVE INSURANCE C	\$ 12.55	\$ 0.30	\$ -	\$ 0.15	\$ -	\$ 12.10
35	7640	UNION MUTUAL OF VERMONT	\$ 0.15	\$ -	\$ -	\$ -	\$ -	\$ 0.15
35	9530	CRAIG & GATZOUSIS	\$ 0.15	\$ -	\$ -	\$ -	\$ -	\$ 0.15
36	16927	KYSAM CRUSCO ESQ	\$ 0.87	\$ -	\$ -	\$ 0.29	\$ -	\$ 0.58
33, 34, 35, & 36 - POLICE TOTALS			\$ 68,758.35	\$ 35,858.28	\$ -	\$ 602.18	\$ 682.36	\$ 31,615.53
50	17145	3R'S HOME REPAIR	\$ 164.00	\$ 2.30	\$ -	\$ 1.15	\$ -	\$ 160.55

City of Manchester NH - Receivables
Over 90 Days as of 6/10/16

TYPE	CUST ID	NAME	TOTAL	CURRENT	0-30 DAYS DUE	31-60 DAYS DUE	61-90 DAYS DUE	OVER 90 DAYS DUE
50	8018	AHRENT, JEFFREY	1,134.37	960.00	-	172.50	-	1.87
50	24772	BEAR, VICTORIA L.	83.84	1.56	-	0.78	-	81.50
50	3196	BEL-AIR HOMES	30.54	30.00	-	-	-	0.54
50	7936	BIRON III, WILFRED	251.90	6.58	-	3.29	-	242.03
50	23559	BISSONNETTE, VICKI	21.58	0.56	-	0.28	-	20.74
50	15005	BOOTH, AMY & MARK	46.50	0.36	-	0.18	-	45.96
50	20926	BUTLER CONSTRUCTION	179.24	3.16	-	1.58	-	174.50
50	22297	CALEY, JEFF	150.10	3.50	-	1.75	-	144.85
50	24277	CASEY, BENJAMIN	2.52	-	-	0.63	-	1.89
50	6321	CERTIFIED MAINTENANCE I	168.30	166.50	-	-	-	1.80
50	23943	CIOLINO, DOMENIC	73.92	1.98	-	0.99	-	70.95
50	6360	CLATANOFF, THOMAS	0.16	-	-	-	-	0.16
50	19436	COCHRAN, ROBERT W	229.22	4.38	-	2.19	-	222.65
50	10626	CORCORAN ENVIRONMENTAL	24,182.43	-	-	-	-	24,182.43
50	22806	CROCKER, ROBERT	102.34	2.48	-	1.24	-	98.62
50	24710	CROWELL, WILLIAM R	281.01	6.34	-	3.17	-	271.50
50	22210	DEMERS, JOSHUA	150.44	3.52	-	1.76	-	145.16
50	20433	DION, ROLAND	99.62	2.04	-	1.02	-	96.56
50	22650	DUSSAULT, STEPHAN W	36.48	0.88	-	0.44	-	35.16
50	8273	FAMILY OUTFITTERS	182.83	181.50	-	-	-	1.33
50	19406	FIRST FORD, INC.	3,418.00	-	-	-	-	3,418.00
50	21814	FIRSTMARK ADVANTAGE LLC	81.18	80.00	-	0.59	-	0.59
50	16882	FORTIN, BENJAMIN J	115.73	1.46	-	0.73	-	113.54
50	24151	FRENCH'S RENOVATION	170.14	4.82	-	2.41	-	162.91
50	21889	GUILD, JAMES	69.80	1.60	-	0.80	-	67.40
50	21816	HEINEKE, SARAH	18.62	0.42	-	0.21	-	17.99
50	23942	HOBBS, KRISTOPHER	52.68	1.42	-	0.71	-	50.55
50	20706	JJ & P GENERAL MAINTENA	58.70	0.60	-	0.30	-	57.80
50	18338	JOHNSON, CARL	87.40	1.60	-	0.80	-	85.00
50	19405	JUZA III, JOSEPH J	72.58	0.82	-	0.41	-	71.35
50	16998	KENNEY, JAMES	125.31	1.62	-	0.81	-	122.88
50	19226	KIMBALL, JUSTIN	57.97	1.10	-	0.55	-	56.32
50	19255	KONZIELASKI, MICHAEL L	217.34	4.12	-	2.06	-	211.16
50	18378	KUBA, NICHOLAS G	245.32	4.48	-	2.24	-	238.60
50	22018	LACROIX, LUCIEN	45.60	1.06	-	0.53	-	44.01
50	8860	LAVENTURE, MICHAEL	32.27	0.74	-	0.37	-	31.16
50	18549	LEPINE, WILLIAM	52.82	0.42	-	0.21	-	52.19
50	18609	LIBERTY UTILITIES, INC	1,868,022.82	1,867,136.09	-	66.75	-	819.98
50	20997	LINBLOOM, JAMES D	255.60	5.40	-	2.70	-	247.50
50	24199	LOPEZ, JESUS M	104.44	2.84	-	1.42	-	100.18
50	5399	LUCIER, KEITH B	165.60	3.10	-	120.00	-	42.50

City of Manchester NH - Receivables
Over 90 Days as of 6/10/16

TYPE	CUST ID	NAME	TOTAL	CURRENT	0-30 DAYS DUE	31-60 DAYS DUE	61-90 DAYS DUE	OVER 90 DAYS DUE
50	18394	MACLEAN, KURT P	\$ 174.62	\$ 3.22	\$ -	\$ 1.61	\$ -	\$ 169.79
50	16860	MARTE, JUAN JOSE GONZAL	\$ 75.30	\$ 1.10	\$ -	\$ 0.55	\$ -	\$ 73.65
50	24638	MASSENGALE, CASSIDY	\$ 61.14	\$ 1.76	\$ -	\$ 0.88	\$ -	\$ 58.50
50	21815	MILES, WILLIE J	\$ 34.58	\$ 0.78	\$ -	\$ 0.39	\$ -	\$ 33.41
50	23844	MIRANDA, JULIE	\$ 189.59	\$ 5.02	\$ -	\$ 2.51	\$ -	\$ 182.06
50	24130	MOULISON NORTH	\$ 17.90	\$ -	\$ -	\$ -	\$ -	\$ 17.90
50	23923	MURRAY, MATTHEW T	\$ 13.01	\$ 0.38	\$ -	\$ 0.19	\$ -	\$ 12.44
50	3109	NATIONAL GRID	\$ 923,077.50	\$ 281,995.00	\$ -	\$ -	\$ -	\$ 641,082.50
50	21824	NELSON, BRUCE	\$ 303.24	\$ 6.84	\$ -	\$ 3.42	\$ -	\$ 292.98
50	22211	NOHELY, JOSEPH	\$ 89.26	\$ 2.08	\$ -	\$ 1.04	\$ -	\$ 86.14
50	8728	PELOQUIN, PIERRE J	\$ 947.30	\$ 945.00	\$ -	\$ -	\$ -	\$ 2.30
50	17279	PEREZ, ENRIQUE	\$ 76.34	\$ 1.32	\$ -	\$ 0.66	\$ -	\$ 74.36
50	12185	POMEROY, STEVE A	\$ 179.30	\$ 3.40	\$ -	\$ 1.70	\$ -	\$ 174.20
50	24129	REED, KENNETH	\$ 126.54	\$ 3.44	\$ -	\$ 1.72	\$ -	\$ 121.38
50	16772	RICARD, DUANE	\$ 265.84	\$ 3.76	\$ -	\$ 1.88	\$ -	\$ 260.20
50	19085	RIDA MOHSIN AIZA, LLC	\$ 609.32	\$ 10.88	\$ -	\$ 5.44	\$ -	\$ 593.00
50	19437	ROBSON, SCOTT M	\$ 429.30	\$ 8.20	\$ -	\$ 4.10	\$ -	\$ 417.00
50	10866	ROY, DEREK C	\$ 74.10	\$ 1.54	\$ -	\$ 0.77	\$ -	\$ 71.79
50	23023	SACCO, ANNA	\$ 53.24	\$ 1.32	\$ -	\$ 0.66	\$ -	\$ 51.26
50	22509	SMITH, JOSEPH	\$ 54.55	\$ 1.30	\$ -	\$ 0.65	\$ -	\$ 52.60
50	23616	STANCZAK, PETER W.	\$ 56.90	\$ 1.48	\$ -	\$ 0.74	\$ -	\$ 54.68
50	23895	STANLEY, WAYNE	\$ 0.20	\$ -	\$ -	\$ -	\$ -	\$ 0.20
50	21030	STONE, KEVIN G	\$ 93.72	\$ 1.98	\$ -	\$ 0.99	\$ -	\$ 90.75
50	8041	SYKES, WILLIAM	\$ 33.60	\$ 24.50	\$ -	\$ 1.07	\$ -	\$ 8.03
50	19866	T & T PLUMBING & HVAC L	\$ 66.60	\$ 0.72	\$ -	\$ 0.36	\$ -	\$ 65.52
50	18806	THERRIEN, MAURICE	\$ 48.00	\$ 0.90	\$ -	\$ 0.45	\$ -	\$ 46.65
50	24450	UPDATED HOMES LLC	\$ 3.87	\$ -	\$ -	\$ -	\$ -	\$ 3.87
50	18766	VARELA, OSCAR A. AVINA	\$ 65.80	\$ 1.24	\$ -	\$ 0.62	\$ -	\$ 63.94
50	19620	VEILLEUX, DAVID	\$ 433.20	\$ 411.00	\$ -	\$ -	\$ -	\$ 22.20
50	16995	VEINOTTE, BRETT A	\$ 35.30	\$ 0.60	\$ -	\$ 0.30	\$ -	\$ 34.40
50	11935	WHYTE, CRAIG A	\$ 9.84	\$ 0.28	\$ -	\$ 0.14	\$ -	\$ 9.42
50	20369	WINTLE, MARKUS A	\$ 36.34	\$ 0.74	\$ -	\$ 0.37	\$ -	\$ 35.23
50	19084	YOU, ERNIE	\$ 17.63	\$ 0.34	\$ -	\$ 0.17	\$ -	\$ 17.12
50	17215	ZAJAC, JONATHAN S	\$ 83.28	\$ 1.44	\$ -	\$ 0.72	\$ -	\$ 81.12
50 & 51 - HIGHWAY TOTALS			\$ 2,828,877.51	\$ 2,152,072.91	\$ -	\$ 431.65	\$ -	\$ 676,372.95
52	23497	AUBIN, KRISTEN	\$ 136.20	\$ 3.60	\$ -	\$ 1.80	\$ -	\$ 130.80
52	22750	AUDETTE, CHRISTOPHER	\$ 141.60	\$ 3.60	\$ -	\$ 1.80	\$ -	\$ 136.20
52	24001	BECERRIL, MARTIN	\$ 119.13	\$ 3.32	\$ -	\$ 1.66	\$ -	\$ 114.15
52	22817	BERKLUND, RICHARD	\$ 123.60	\$ 3.60	\$ -	\$ -	\$ -	\$ 120.00
52	21568	BROWN, MITCHELL	\$ 64.25	\$ 1.50	\$ -	\$ 0.75	\$ -	\$ 62.00
52	24614	BURNHEIMER, KATIE	\$ 114.15	\$ 3.32	\$ -	\$ 0.83	\$ -	\$ 110.00

City of Manchester NH - Receivables
Over 90 Days as of 6/10/16

TYPE	CUST ID	NAME	TOTAL	CURRENT	0-30 DAYS DUE	31-60 DAYS DUE	61-90 DAYS DUE	OVER 90 DAYS DUE
52	24057	COUGHLIN, RICK	\$ 128.10	\$ 3.60	\$ -	\$ 1.80	\$ -	\$ 122.70
52	24228	ECHEVERRIA, OLIMPIA	\$ 114.98	\$ 3.32	\$ -	\$ 1.66	\$ -	\$ 110.00
52	18107	ELLIS CROW SOLUTIONS	\$ 396.75	\$ 6.30	\$ -	\$ 120.45	\$ 120.00	\$ 150.00
52	23302	ENRIGHT, JOSHUA	\$ 101.54	\$ 2.17	\$ -	\$ -	\$ 55.00	\$ 44.37
52	24179	GOMEZ, KIMBERLY	\$ 125.40	\$ 3.60	\$ -	\$ 1.80	\$ -	\$ 120.00
52	20264	GORTON, CINDY	\$ 14.56	\$ -	\$ -	\$ -	\$ -	\$ 14.56
52	23262	HATCH, JEFF	\$ 70.80	\$ 1.80	\$ -	\$ 0.90	\$ -	\$ 68.10
52	21350	IGO, ERIC	\$ 137.90	\$ 3.60	\$ -	\$ 1.80	\$ -	\$ 132.50
52	24372	JOY, MATT	\$ 114.98	\$ 3.32	\$ -	\$ 1.66	\$ -	\$ 110.00
52	24744	LAVALLIERE, RENE	\$ 122.70	\$ 2.70	\$ -	\$ -	\$ 60.00	\$ 60.00
52	18567	LAVOIE, NOELLE	\$ 157.75	\$ 3.00	\$ -	\$ 1.50	\$ -	\$ 153.25
52	21917	LESSARD, JEFFREY	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ 120.00
52	18327	MCLOUGHLIN, AMANDA	\$ 245.25	\$ 4.50	\$ -	\$ 2.25	\$ -	\$ 238.50
52	23489	MILLER, BONNIE	\$ 136.20	\$ 3.60	\$ -	\$ 1.80	\$ -	\$ 130.80
52	24326	MILLIGAN, CANDICE	\$ 56.66	\$ 1.66	\$ -	\$ -	\$ -	\$ 55.00
52	24055	NORSE, LAURA	\$ 119.13	\$ 3.32	\$ -	\$ 1.66	\$ -	\$ 114.15
52	5187	NOT SO PLAIN JANE'S	\$ 11,799.20	\$ 4,254.80	\$ -	\$ 2,530.00	\$ 2,530.00	\$ 2,484.40
52	23381	PARADAS, RODOLFO	\$ 125.40	\$ 3.60	\$ -	\$ 1.80	\$ -	\$ 120.00
52	22954	PERKINS, GINA	\$ 144.30	\$ 3.60	\$ -	\$ 1.80	\$ -	\$ 138.90
52	24415	REDDY, M. RAHUL	\$ 59.98	\$ -	\$ -	\$ -	\$ -	\$ 59.98
52	19918	RESIDE, ROBERT	\$ 170.00	\$ -	\$ -	\$ -	\$ -	\$ 170.00
52	23938	ROY, CARRISSA	\$ 114.98	\$ 3.32	\$ -	\$ 1.66	\$ -	\$ 110.00
52	24148	SMITH, SIDNEY	\$ 114.15	\$ 3.32	\$ -	\$ 0.83	\$ -	\$ 110.00
52	21310	SOUCY, DAN	\$ 90.00	\$ -	\$ -	\$ -	\$ -	\$ 90.00
52	21952	VAJDA, FERENC	\$ 11.70	\$ -	\$ -	\$ -	\$ -	\$ 11.70
52	23590	VEXED LLC	\$ 246.40	\$ 6.60	\$ -	\$ 3.30	\$ -	\$ 236.50
52	19477	WALKER, NICOLE	\$ 230.40	\$ 5.40	\$ -	\$ 2.70	\$ -	\$ 222.30
52	23138	WATERS, WILLIAM	\$ 190.80	\$ 5.40	\$ -	\$ 2.70	\$ -	\$ 182.70
52	21460	ZGHOUL, OSAMA	\$ 128.50	\$ 3.00	\$ -	\$ 1.50	\$ -	\$ 124.00
52 - PARKING TOTALS			\$ 16,287.44	\$ 4,354.47	\$ -	\$ 2,690.41	\$ 2,765.00	\$ 6,477.56
65	15087	EAGLES POP WARNER	\$ 2.93	\$ -	\$ -	\$ -	\$ -	\$ 2.93
65	17188	IM THIRSTY ENTERTAINMEN	\$ 1,059.00	\$ 18.00	\$ -	\$ 9.00	\$ -	\$ 1,032.00
65	24471	PINARD, RAYMOND	\$ 215.00	\$ 6.00	\$ -	\$ 3.00	\$ -	\$ 206.00
65	19252	SOUTHERN NH PAGAN PRIDE	\$ 1,207.00	\$ 25.50	\$ -	\$ 12.75	\$ -	\$ 1,168.75
65 - PARKS & REC TOTALS			\$ 2,483.93	\$ 49.50	\$ -	\$ 24.75	\$ -	\$ 2,409.68
GRAND TOTALS			\$ 6,255,281.79	\$ 4,129,315.22	\$ 464.25	\$ 207,899.44	\$ 221,773.36	\$ 1,695,829.52

**City of Manchester
Accounts Receivable
Submissions for Solicitor's Review**

Sent to Solicitor	Dept	Customer Name	Cust #	Invoice #	Invoice Dates	Original Amount	Remaining Balance	Finance Charges	Total Outstanding	Explanation / Determination
	Highway	Corcoran Environmental	10626	Numerous Invoices	1/6/2010 - 6/28/2010	\$ 29,250.00	\$ 24,182.43	\$ -	\$ 24,182.43	Landfill Lease Payments
	Highway	National Grid	3109	Numerous Invoices	4/26/2010 - 1/21/2013	\$923,077.50	\$923,077.50	\$ -	\$923,077.50	Roadway Degradation Fees - In Litigation

All accounts determined to be uncollectable by collections >\$1,000 sent to City Solicitor

Bogardus, Michele

From: Arnold, Thomas
Sent: Tuesday, May 31, 2016 4:18 PM
To: Bogardus, Michele
Subject: RE: Corcoran Env & National Grid - Update for COA

Michele:

National Grid (now Liberty Utilities) is presently pending before the New Hampshire Supreme Court. . Liberty Utilities must file their opening brief by June 6, 2016. We must file our opposing brief by July 21, 2016. Liberty can file an answering brief by August 22, 2016. After August 22nd the Supreme Court will, most likely, schedule oral arguments. I would anticipate oral arguments to take place this fall with a decision from the Court late this year or early next year.

Corcoran Environmental Services as you know is subject to a bankruptcy Chapter 11 plan of reorganization. That plan provides that the City's claim should be paid by December 31st of this year.

Please contact me should you have any questions.

Thomas I. Arnold, III
Deputy City Solicitor
One City Hall Plaza
Manchester, New Hampshire 03101
(603) 624-6523

From: Bogardus, Michele
Sent: Tuesday, May 31, 2016 7:50 AM
To: Arnold, Thomas
Cc: Wickens, Sharon
Subject: Corcoran Env & National Grid - Update for COA
Importance: High

Good morning Tom,

Could you please provide an update on Corcoran Environmental and National Grid for the next COA meeting.

Thank you,

Mish

Michele Bogardus
Financial Analyst II
City of Manchester
Department of Finance
One City Hall Plaza

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

The Committee on Accounts, Enrollment & Revenue Administration respectfully advises, after due and careful consideration, that the City's Monthly Financial Report (unaudited) for the first eleven months of fiscal year 2016, submitted by the Finance Director, has been accepted.

(Aldermen Levasseur, Hirschmann and Katsiantonis voted yea; Aldermen Ludwig and Sapienza were absent)

Respectfully submitted,

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

Clerk of Committee



William E. Sanders
Finance Officer

Sharon Y. Wickens
Deputy Finance Officer

CITY OF MANCHESTER

Finance Department

June 13, 2016

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

Dear Honorable Committee Members,

Attached for your review is the City of Manchester's unaudited Monthly Financial Report for the first eleven months of fiscal year 2016.

Expenditures:

The average unobligated balance percentage after eleven months should be 8.33% as a benchmark. All departments are within 10% of this benchmark. The overall unobligated percentage after eleven months is 14.53% for 2016 compared to 13.33% a year ago. Health insurance costs for 2016 are favorably tracking the budget thru May. CGL Insurance has a deficit of \$351 thousand in FY 2016 compared to a balance of \$159 thousand a year ago. The severance reserve of \$1,650,000 has an unexpended balance of \$1,101,487. A comparison of severance payouts thru May for FY 2016 and 2015 is as follows:

	2016	2015
Payments	\$ 548,513	\$ 1,567,518
Retirements		
Fire	9	7
Police	3	15
Public Works	0	11
Other	1	11
Total	13	44

Revenues:

Revenues for the first eleven months of fiscal year 2016 are about \$1.48 million more than the same period a year ago. Auto registrations and permits are \$2.49 million higher and intergovernmental revenues are \$332 thousand higher than last year. This overall increase is offset by a decrease in Reimbursements of \$1.17 million resulting from a decrease in workers comp. reimbursements as well as highway miscellaneous reimbursements, mainly due to less timely billing in 2016.

Sincerely,

William E. Sanders
Finance Officer

**CITY OF MANCHESTER
NEW HAMPSHIRE**



FINANCIAL REPORTS

**FOR THE ELEVEN MONTHS ENDED
MAY 31, 2016**

UNAUDITED

CITY OF MANCHESTER, NEW HAMPSHIRE
PRELIMINARY FINANCIAL STATEMENTS
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FOR THE ELEVEN MONTHS ENDED MAY 31, 2016
(UNAUDITED)

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4	Non-Property Tax Revenues - General Fund Budget vs Actual by Type - Fiscal Year 2016
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7	Parking Division Account Balances Fiscal Year 2016

City of Manchester, New Hampshire
 Budget vs Actual Expenditures - General Fund
 By Department Without Restricted Items
 For The Eleven Months Ended May 31, 2016
 (UNAUDITED)
 Budget Basis
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	FY 2016 MODIFIED BUDGET	FY 2016 OBLIGATIONS TO DATE	FY 2016 UNOBLIGATED BALANCE	FY 2016 PERCENT UNOBLIGATED
AGENCIES-				
ALDERMEN	\$ 70,000.00	\$ 70,000.00	-	-
ASSESSORS	609,277.00	538,080.69	71,196.31	11.69
CITY CLERK	994,701.00	825,463.47	169,237.53	17.01
MEDO	140,000.00	116,574.46	23,425.54	16.73
CITY SOLICITOR	1,378,379.00	1,021,548.73	356,830.27	25.89
FINANCE	956,042.00	802,779.35	153,262.65	16.03
CENTRAL FLEET MANAGEMENT	3,164,824.00	2,777,365.43	387,458.57	12.24
INFORMATION SYSTEMS	1,490,151.00	1,369,539.07	120,611.93	8.09
MAYOR	230,525.00	210,147.01	20,377.99	8.84
OFFICE OF YOUTH SERVICES	595,714.00	460,663.19	135,050.81	22.67
HUMAN RESOURCES	779,910.00	671,317.48	108,592.52	13.92
PLANNING & COMMUNITY DEVELOPMENT	1,980,662.00	1,719,626.10	261,035.90	13.18
FACILITIES DIVISION	6,526,441.00	6,448,613.02	77,827.98	1.19
TAX COLLECTOR	494,283.00	387,793.21	106,489.79	21.54
FIRE	19,624,585.00	17,597,897.05	2,026,687.95	10.33
POLICE	22,001,760.00	20,100,854.08	1,900,905.92	8.64
HEALTH	2,813,322.00	2,459,396.06	353,925.94	12.58
HIGHWAY	16,780,145.00	14,875,906.63	1,904,238.37	11.35
WELFARE	1,028,240.00	795,877.42	232,362.58	22.60
PARKS & RECREATION	3,132,812.00	2,809,851.64	322,960.36	10.31
LIBRARY	2,004,662.00	1,768,228.03	236,433.97	11.79
SENIOR SERVICES	241,639.00	158,093.43	83,545.57	34.57
TOTAL AGENCIES	87,038,074.00	77,985,615.55	9,052,458.45	10.40
RESTRICTED ITEMS-				
SEVERANCE PAY	1,650,000.00	548,512.60	1,101,487.40	66.76
WORKERS COMPENSATION - SALARY	684,000.00	394,485.53	289,514.47	42.33
WORKERS COMPENSATION - MEDICAL	1,900,000.00	1,979,295.80	(79,295.80)	(4.17)
HEALTH INSURANCE	12,250,000.00	10,127,652.37	2,122,347.63	17.33
DENTAL INSURANCE	706,004.00	566,090.37	139,913.63	19.82
DEATH BENEFIT	72,101.00	45,490.48	26,610.52	36.91
DISABILITY INSURANCE	61,321.00	43,026.16	18,294.84	29.83
CITY RETIREMENT	6,600,000.00	5,887,905.00	712,095.00	10.79
FIRE STATE PENSION	5,074,398.00	4,687,950.18	386,447.82	7.62
POLICE STATE PENSION	4,614,192.00	4,212,913.80	401,278.20	8.70
FICA	2,920,109.00	2,461,739.54	458,369.46	15.70
UNEMPLOYMENT	50,000.00	2,205.31	47,794.69	95.59
TUITION	50,000.00	45,155.13	4,844.87	9.69
CGL INSURANCE	647,131.00	998,473.08	(351,342.08)	(54.29)
TOTAL RESTRICTED ITEMS	37,279,256.00	32,000,895.35	5,278,360.65	14.16

City of Manchester, New Hampshire
 Budget vs Actual Expenditures - General Fund
 By Department Without Restricted Items
 For The Eleven Months Ended May 31, 2016
 (UNAUDITED)
 Budget Basis
 MNTBUDNBN1

6/13/1
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	FY 2016 MODIFIED BUDGET	FY 2016 OBLIGATIONS TO DATE	FY 2016 UNOBLIGATED BALANCE	FY 2016 PERCENT UNOBLIGATED
NON-DEPARTMENTAL ITEMS-				
CONTINGENCY	341,678.00	-	341,678.00	100.00
MPTS	451,253.00	451,253.00	-	-
CIVIC CONTRIBUTIONS	160,514.00	145,730.69	14,783.31	9.21
NON-CITY PROGRAMS	69,107.00	69,214.32	(107.32)	(.16)
STREET LIGHTING	910,835.00	959,189.25	(48,354.25)	(5.31)
COMMUNITY IMPROVEMENT PROGRAM	374,500.00	374,500.00	-	-
TRANSIT SUBSIDY	1,153,560.00	1,153,560.00	-	-
EMPLOYEE MEDICAL SERVICES	40,000.00	38,625.23	1,374.77	3.44
MATURING DEBT	11,626,329.00	6,899,029.48	4,727,299.52	40.66
INTEREST ON MATURING DEBT	5,675,319.00	3,956,294.52	1,719,024.48	30.29

TOTAL NON-DEPARTMENTAL ITEMS	20,803,095.00	14,047,396.49	6,755,698.51	32.47

TOTAL GENERAL FUND	\$ 145,120,425.00	\$ 124,033,907.39	\$ 21,086,517.61	14.53
	=====			

City of Manchester, New Hampshire
 Budget vs Actual Expenditures - General Fund
 By Department Without Restricted Items
 For The Eleven Months Ended May 31, 2015
 (UNAUDITED)
 Budget Basis
 MNTBUDNBN2

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	FY 2015 MODIFIED BUDGET	FY 2015 OBLIGATIONS TO DATE	FY 2015 UNOBLIGATED BALANCE	FY 2015 PERCENT UNOBLIGATED
AGENCIES-				
ALDERMEN	\$ 70,000.00	\$ 68,750.00	\$ 1,250.00	1.79
ASSESSORS	609,277.00	517,184.13	92,092.87	15.12
CITY CLERK	994,701.00	782,282.64	212,418.36	21.35
MEDO	140,000.00	113,266.32	26,733.68	19.10
CITY SOLICITOR	1,288,379.00	1,028,806.94	259,572.06	20.15
FINANCE	956,042.00	824,078.43	131,963.57	13.80
CENTRAL FLEET MANAGEMENT	3,164,824.00	2,859,580.33	305,243.67	9.64
INFORMATION SYSTEMS	1,469,151.00	1,368,565.48	100,585.52	6.85
MAYOR	230,525.00	209,491.12	21,033.88	9.12
OFFICE OF YOUTH SERVICES	498,719.21	454,416.76	44,302.45	8.88
HUMAN RESOURCES	709,910.00	631,621.38	78,288.62	11.03
PLANNING & COMMUNITY DEVELOPMENT	1,986,851.15	1,826,935.99	159,915.16	8.05
FACILITIES DIVISION	6,591,344.78	6,381,820.32	209,524.46	3.18
TAX COLLECTOR	494,283.00	451,798.25	42,484.75	8.60
FIRE	19,627,924.29	17,946,938.05	1,680,986.24	8.56
POLICE	21,978,266.88	20,019,541.42	1,958,725.46	8.91
HEALTH	2,813,322.00	2,485,170.46	328,151.54	11.66
HIGHWAY	17,115,615.19	15,774,915.87	1,340,699.32	7.83
WELFARE	918,853.82	835,814.45	83,039.37	9.04
PARKS & RECREATION	3,139,175.20	2,804,754.96	334,420.24	10.65
LIBRARY	2,004,662.00	1,742,971.32	261,690.68	13.05
SENIOR SERVICES	285,942.56	219,474.98	66,467.58	23.25
TOTAL AGENCIES	87,087,769.08	79,348,179.60	7,739,589.48	8.89
RESTRICTED ITEMS-				
SEVERANCE PAY	2,275,000.74	1,567,517.96	707,482.78	31.10
WORKERS COMPENSATION - SALARY	684,000.00	372,804.28	311,195.72	45.50
WORKERS COMPENSATION - MEDICAL	1,813,304.93	1,588,990.55	224,314.38	12.37
HEALTH INSURANCE	12,700,000.00	10,876,263.87	1,823,736.13	14.36
DENTAL INSURANCE	742,561.84	698,226.05	44,335.79	5.97
DEATH BENEFIT	72,101.00	45,863.90	26,237.10	36.39
DISABILITY INSURANCE	61,321.00	43,078.97	18,242.03	29.75
CITY RETIREMENT	6,157,784.85	5,510,938.51	646,846.34	10.50
FIRE STATE PENSION	4,984,629.05	4,587,970.75	396,658.30	7.96
POLICE STATE PENSION	4,499,769.66	4,127,400.71	372,368.95	8.28
FICA	2,951,468.30	2,648,712.56	302,755.74	10.26
UNEMPLOYMENT	50,000.00	25,021.35	24,978.65	49.96
TUITION	50,000.00	42,938.82	7,061.18	14.12
CGL INSURANCE	937,055.72	777,957.75	159,097.97	16.98
TOTAL RESTRICTED ITEMS	37,978,997.09	32,913,686.03	5,065,311.06	13.34

City of Manchester, New Hampshire
 Budget vs Actual Expenditures - General Fund
 By Department Without Restricted Items
 For The Eleven Months Ended May 31, 2015
 (UNAUDITED)
 Budget Basis
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	FY 2015 MODIFIED BUDGET	FY 2015 OBLIGATIONS TO DATE	FY 2015 UNOBLIGATED BALANCE	FY 2015 PERCENT UNOBLIGATED
NON-DEPARTMENTAL ITEMS-				
MPTS	451,253.00	451,253.00	-	-
CIVIC CONTRIBUTIONS	161,064.00	127,905.15	33,158.85	20.59
NON-CITY PROGRAMS	69,107.00	69,106.59	.41	-
STREET LIGHTING	1,392,388.26	1,455,984.26	(63,596.00)	(4.57)
TRANSIT SUBSIDY	1,108,560.00	1,108,560.00	-	-
EMPLOYEE MEDICAL SERVICES	47,559.14	34,562.57	12,996.57	27.33
MATURING DEBT	11,264,934.97	6,171,675.10	5,093,259.87	45.21
INTEREST ON MATURING DEBT	5,320,007.46	3,886,020.52	1,433,986.94	26.95

TOTAL NON-DEPARTMENTAL ITEMS	19,814,873.83	13,305,067.19	6,509,806.64	32.85

TOTAL GENERAL FUND	\$ 144,881,640.00	\$ 125,566,932.82	\$ 19,314,707.18	13.33
=====				

City of Manchester, New Hampshire
 Budget vs Actual Revenue By Department - General Fund
 Non-Property Tax Revenues
 For the Eleven Months Ended May 31, 2016
 (UNAUDITED)
 Budget Basis
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	FY 2016 MODIFIED BUDGET	FY 2016 REVENUE RECOGNIZED	FY 2016 UNRECOGNIZED BALANCE	FY 2016 PERCENTAGE UNRECOGNIZED
AGENCIES-				
ASSESSORS	785,000.00	841,074.13	(56,074.13)	(7.14)
CITY CLERK	2,568,687.00	2,072,756.24	495,930.76	19.31
MEDO	10,000.00	100.00	9,900.00	99.00
CITY SOLICITOR	546,750.00	377,384.00	169,366.00	30.98
FINANCE	6,107,282.00	1,589,868.82	4,517,413.18	73.97
INFORMATION SYSTEMS	152,000.00	143,329.37	8,670.63	5.70
HUMAN RESOURCES	4,000.00	11,445.34	(7,445.34)	(186.13)
PLANNING & COMMUNITY DEVELOPMENT	2,275,000.00	2,877,623.63	(602,623.63)	(26.49)
FACILITIES DIVISION	5,883,801.00	5,131,424.04	752,376.96	12.79
TAX COLLECTOR	18,304,811.00	18,560,442.69	(255,631.69)	(1.40)
CENTRAL FLEET MANAGEMENT	125,000.00	137,028.34	(12,028.34)	(9.62)
FIRE	829,363.00	846,096.80	(16,733.80)	(2.02)
POLICE	989,551.00	737,808.91	251,742.09	25.44
HEALTH	2,370,523.00	1,740,051.77	630,471.23	26.60
HIGHWAY	5,391,404.00	4,648,643.25	742,760.75	13.78
WELFARE	18,000.00	11,576.89	6,423.11	35.68
CEMETERY, PARKS & RECREATION	1,134,530.00	537,292.15	597,237.85	52.64
SENIOR SERVICES	-	400.00	(400.00)	-
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TOTAL AGENCIES	\$ 47,495,702.00	\$ 40,264,346.37	\$ 7,231,355.63	15.23
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City of Manchester, New Hampshire
 Budget vs Actual Revenue By Type - General Fund
 Non-Property Tax Revenues
 For The Eleven Months Ended May 31, 2016
 (UNAUDITED)
 Budget Basis
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	MODIFIED BUDGET	REVENUE RECOGNIZED	UNRECOGNIZED BALANCE	PERCENTAGE UNRECOGNIZED
TAXES, INTEREST AND PENALTIES				
MISCELLANEOUS TAXES	20,000.00	86,989.37	(66,989.37)	(334.95)
INTEREST AND PENALTIES	1,090,000.00	1,115,268.72	(25,268.72)	(2.32)
CABLE FRANCHISE FEES	1,821,272.00	1,387,751.24	433,520.76	23.80
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TOTAL TAXES, INTEREST AND PENALTIES	2,931,272.00	2,590,009.33	341,262.67	11.64
LICENSES AND PERMITS				
AUTO REGISTRATIONS	17,363,402.00	17,679,930.63	(316,528.63)	(1.82)
LICENSES	533,250.00	520,248.70	13,001.30	2.44
PERMITS	2,202,687.00	2,710,508.00	(507,821.00)	(23.05)
<hr/>				
TOTAL LICENSES AND PERMITS	20,099,339.00	20,910,687.33	(811,348.33)	(4.04)
INTERGOVERNMENTAL				
FEDERAL REVENUES	467,000.00	451,620.30	15,379.70	3.29
PAYMENTS IN LIEU OF TAXES	747,300.00	713,674.48	33,625.52	4.50
STATE REVENUES	2,576,706.00	2,150,439.16	426,266.84	16.54
<hr/>				
TOTAL INTERGOVERNMENTAL	3,791,006.00	3,315,733.94	475,272.06	12.54
SALES AND SERVICES				
GENERAL REVENUES	114,345.00	200,852.50	(86,507.50)	(75.65)
PUBLIC SAFETY	136,750.00	156,931.57	(20,181.57)	(14.76)
HIGHWAY	1,157,758.00	933,336.83	224,421.17	19.38
HEALTH	9,000.00	6,360.00	2,640.00	29.33
CEMETERY, PARKS & RECREATION	205,670.00	166,456.17	39,213.83	19.07
ZONING BOARD	72,500.00	66,415.00	6,085.00	8.39
PARKING VIOLATIONS	7,500.00	1,600.00	5,900.00	78.67
COURT FINES	12,000.00	12,012.48	(12.48)	(.10)
OTHER FINES	-	3,451.51	(3,451.51)	-
FEES	1,120,590.00	1,179,062.21	(58,472.21)	(5.22)
WITNESS FEES	75,000.00	69,865.54	5,134.46	6.85
<hr/>				
TOTAL SALES AND SERVICES	2,911,113.00	2,796,343.81	114,769.19	3.94
OTHER REVENUE SOURCES				
INTEREST INCOME	215,000.00	223,088.25	(8,088.25)	(3.76)
FUND TRANSFERS	3,850,100.00	100.00	3,850,000.00	100.00
REIMBURSEMENTS	3,450,000.00	2,374,445.28	1,075,554.72	31.18
RENTALS & LEASES	975,512.00	586,924.52	388,587.48	39.83
SCHOOL CHARGEBACKS	9,262,510.00	7,462,016.43	1,800,493.57	19.44
MISCELLANEOUS	9,850.00	4,997.48	4,852.52	49.26
<hr/>				
TOTAL OTHER REVENUE SOURCES	17,762,972.00	10,651,571.96	7,111,400.04	40.03
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TOTAL	\$ 47,495,702.00	\$ 40,264,346.37	\$ 7,231,355.63	15.23
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City of Manchester, New Hampshire
 Budget vs Actual Revenue By Type -
 Non-Property Tax Revenues
 For The Year Ended June 30, 2015 And
 Modified Budget FY 2016
 (UNAUDITED)
 Budget Basis
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	ACTUAL FY 2015	MODIFIED BUDGET FY 16	DIFFERENCE ACTUAL 15 VS BUDGET 16	PERCENTAGE DIFFERENCE OF FY15 VS FY16
TAXES, INTEREST AND PENALTIES				
MISCELLANEOUS TAXES	38,850	20,000	(18,850)	(48.52)
INTEREST AND PENALTIES	1,387,972	1,090,000	(297,972)	(21.47)
CABLE FRANCHISE FEES	1,798,349	1,821,272	22,923	1.27
	-----	-----	-----	-----
TOTAL TAXES, INTEREST AND PENALTIES	3,225,171	2,931,272	(293,899)	(9.11)
LICENSES AND PERMITS				
AUTO REGISTRATIONS	17,436,248	17,363,402	(72,846)	(.42)
LICENSES	500,694	533,250	32,556	6.50
PERMITS	2,469,612	2,202,687	(266,925)	(10.81)
	-----	-----	-----	-----
TOTAL LICENSES AND PERMITS	20,406,554	20,099,339	(307,215)	(1.51)
INTERGOVERNMENTAL				
FEDERAL REVENUES	328,201	467,000	138,799	42.29
PAYMENTS IN LIEU OF TAXES	727,173	747,300	20,127	2.77
STATE REVENUES	2,381,465	2,576,706	195,241	8.20
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TOTAL INTERGOVERNMENTAL	3,436,839	3,791,006	354,167	10.31
SALES AND SERVICES				
GENERAL REVENUES	230,156	114,345	(115,811)	(50.32)
PUBLIC SAFETY	160,756	136,750	(24,006)	(14.93)
HIGHWAY	1,144,396	1,157,758	13,362	1.17
HEALTH	8,688	9,000	312	3.59
CEMETERY, PARKS & RECREATION	239,893	205,670	(34,223)	(14.27)
ZONING BOARD	97,488	72,500	(24,988)	(25.63)
PARKING VIOLATIONS	7,850	7,500	(350)	(4.46)
COURT FINES	10,141	12,000	1,859	18.33
OTHER FINES	(10,968)	-	10,968	(100.00)
FEES	1,182,843	1,120,590	(62,253)	(5.26)
WITNESS FEES	75,352	75,000	(352)	(.47)
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TOTAL SALES AND SERVICES	3,146,595	2,911,113	(235,482)	(7.48)
OTHER REVENUE SOURCES				
INTEREST INCOME	186,303	215,000	28,697	15.40
FUND TRANSFERS	3,645,423	3,850,100	204,677	5.61
REIMBURSEMENTS	4,049,220	3,450,000	(599,220)	(14.80)
RENTALS & LEASES	972,499	975,512	3,013	.31
SCHOOL CHARGEBACKS	9,344,919	9,262,510	(82,409)	(.88)
MISCELLANEOUS	173,849	9,850	(163,999)	(94.33)
	-----	-----	-----	-----
TOTAL OTHER REVENUE SOURCES	18,372,213	17,762,972	(609,241)	(3.32)
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TOTAL	\$ 48,587,372	\$ 47,495,702	\$ (1,091,670)	(2.25)
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City of Manchester, New Hampshire
 Budget vs Actual Revenue By Type -
 Non-Property Tax Revenues

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For The Eleven Months Ended May 31, 2016 and 2015

(UNAUDITED)

Budget Basis

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	11 MONTH ACTUAL FY 2015	11 MONTH ACTUAL FY 2016	DIFFERENCE ACTUAL 15 VS ACTUAL 16	PERCENTAGE DIFFERENCE OF FY15 VS FY16
TAXES, INTEREST AND PENALTIES				
MISCELLANEOUS TAXES	38,649	86,989	48,340	125.08
INTEREST AND PENALTIES	1,273,916	1,115,268	(158,647)	(12.45)
CABLE FRANCHISE FEES	1,334,280	1,387,751	53,471	4.01
	-----	-----	-----	-----
TOTAL TAXES, INTEREST AND PENALTIES	2,646,845	2,590,009	(56,835)	(2.15)
LICENSES AND PERMITS				
AUTO REGISTRATIONS	15,775,794	17,679,930	1,904,136	12.07
LICENSES	490,626	520,248	29,622	6.04
PERMITS	2,150,515	2,710,508	559,993	26.04
	-----	-----	-----	-----
TOTAL LICENSES AND PERMITS	18,416,935	20,910,687	2,493,752	13.54
INTERGOVERNMENTAL				
FEDERAL REVENUES	328,201	451,620	123,419	37.60
PAYMENTS IN LIEU OF TAXES	729,021	713,674	(15,346)	(2.11)
STATE REVENUES	1,926,538	2,150,439	223,901	11.62
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TOTAL INTERGOVERNMENTAL	2,983,760	3,315,733	331,973	11.13
SALES AND SERVICES				
GENERAL REVENUES	212,131	200,852	(11,278)	(5.32)
PUBLIC SAFETY	178,839	156,931	(21,907)	(12.25)
HIGHWAY	991,505	933,336	(58,168)	(5.87)
HEALTH	7,848	6,360	(1,488)	(18.96)
CEMETERY, PARKS & RECREATION	210,988	166,456	(44,531)	(21.11)
ZONING BOARD	91,403	66,415	(24,988)	(27.34)
PARKING VIOLATIONS	6,500	1,600	(4,900)	(75.38)
COURT FINES	8,190	12,012	3,822	46.67
OTHER FINES	(10,968)	3,451	14,419	(131.47)
FEES	1,107,684	1,179,062	71,378	6.44
WITNESS FEES	58,914	69,865	10,951	18.59
	-----	-----	-----	-----
TOTAL SALES AND SERVICES	2,863,034	2,796,343	(66,690)	(2.33)
OTHER REVENUE SOURCES				
INTEREST INCOME	180,232	223,088	42,856	23.78
FUND TRANSFERS	-	100	100	-
REIMBURSEMENTS	3,544,899	2,374,445	(1,170,453)	(33.02)
RENTALS & LEASES	589,299	586,924	(2,374)	(.40)
SCHOOL CHARGEBACKS	7,387,814	7,462,016	74,202	1.00
MISCELLANEOUS	168,051	4,997	(163,053)	(97.03)
	-----	-----	-----	-----
TOTAL OTHER REVENUE SOURCES	11,870,295	10,651,571	(1,218,723)	(10.27)
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TOTAL	\$ 38,780,869	\$ 40,264,346	\$ 1,483,477	3.83
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City of Manchester, New Hampshire
 Parking Division
 Budgetary basis
 For the eleven months ended May 31, 2016

(unaudited)

Object Code Description	2016 Revised Budget	July 2015 - May 2016 Activity	2016 Balance
Intergovernmental Total	40,000	-	40,000
Charges for Services Total	1,625,800	1,488,281	137,519
Licenses & Permits Total	3,078,837	2,877,916	200,921
Interest Total	3,500	1,574	1,926
Other Revenue Total	1,085,566	1,020,571	64,995
Grand Total	5,833,703	5,388,343	445,360
Salaries & Wages Total	657,116	569,413	87,703
Employee Benefits Total	326,737	262,405	64,332
Purchased Professional Services Total	14,400	16,955	(2,555)
Purchased Property Services Total	578,910	564,307	14,603
Other Purchased Services Total	49,100	56,833	(7,733)
Supplies & Materials Total	121,159	98,104	23,055
Capital Outlay Total	-	-	-
Miscellaneous Total	180,000	180,111	(111)
Non-Departmental Total	566,281	462,393	103,888
Miscellaneous-Reimburse City Total	3,340,000	-	3,340,000
Grand Total	5,833,703	2,210,521	3,623,182
Excess (deficit) of revenues over expenditures	-	3,177,822	(3,177,822)

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

The Committee on Administration/Information Systems respectfully advises, after due and careful consideration, that the banner application from the Ujima Collective for a banner to be hung on Elm Street from August 1, 2016 through August 12, 2016 has been approved.

(Aldermen Sapienza, Shea and Cavanaugh voted yea; Aldermen Levasseur and Pappas were absent)

Respectfully submitted,

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

Clerk of Committee



BUSINESS LICENSE APPLICATION

Office of the City Clerk/Business Licensing & Enforcement Division | One City Hall Plaza/Manchester, NH 03101 | (603) 624-6348

Date: May 18, 2016

Instructions

- (1) Please return all pages of this application with all applicable information completed.
- (2) Using the worksheet provided, figure the total business license fee.
- (3) Please make checks payable to the "City of Manchester".
- (4) Checks returned by your financial institution are subject to a \$30.00 penalty.
- (5) The licensing year begins May 1st. Applications received after this time may be subject to a late charge. New licenses will expire on April 30th of the following year, unless the licensed activities are otherwise limited or invalidated by local, state, or federal authority.

SECTION I. IDENTIFICATION

(A) Applicant: _____

Business Name: Ujima Collective

Business Address:
(No PO Box) 354 E. High St. Manchester, NH 03104

Telephone #: (603) 627-4631 Federal Tax ID #: 02-0504589

Manager's Name(s): Woullard Lett

Email Address(es): ujima@netzero.com
dubyahh@hotmail.com

(B) Property Owner's Name: _____

Property Owner's Address:
(No PO Box) _____

Property Owner's Phone #: _____

(C) As part of the application process, some city departments may need to contact your business to schedule an interview or an inspection. Please identify the person to be contacted and the best time(s) to call.

Contact Person: _____

Time(s): _____ Email Address: _____

SECTION II. BUSINESS INFORMATION

(A) Business Activities: Please check all applicable activities and fill out the appropriate noted sections.

	AMUSEMENT DEVICE VENDOR-Sections I, II(A), II(B), III, IV(A), IV(C), IV(D) & V
	AMUSEMENT DEVICE VENDOR (OUT OF TOWN)-Sections I, II(A), II(D), III, IV(C)& V
	AMUSEMENT DEVICE-Sections I, II(A), II(C), III, IV(C) & V
	ARCADES (6 OR MORE DEVICES)-Sections I, II(A), II(B), II(C), III, IV(A), IV(C), IV(D)& V
XX	BANNERS-Sections I(A), II(A) & X
	CHRISTMAS TREES / FUEL WOOD-Sections I, II(A), II(F), III, IV(A) & IV(D)
	DANCE/DANCE HALLS/EPOA CLASS I-Sections I, II(A), II(B), III, IV(A), IV(C), IV(D)& V
	EMPLOYMENT OFFICES-Sections I, II(A), II(B), III, IV(A), IV(D) & V
	ENTERTAINMENT PLACE OF ASSEMBLY CLASS I-Contact MEDO at (603) 624-6505
	ENTERTAINMENT PLACE OF ASSEMBLY CLASS II-Contact MEDO at (603) 624-6505
	ENTERTAINMENT PLACE OF ASSEMBLY CLASS III-Sections I, II(A), II(B), II(E), III, IV(A), IV(B), IV(C), IV(D), & V
	JUNK DEALERS AND SCRAP YARDS-Sections I, II(A), II(F), III and IV(A), IV(C), IV(D) & V
	KIOSK-Sections I, II(A), II(B), III & IV(B) (food only)
	NOISE PERMIT-Sections I, II(A), II(F) & III
	PEDDLERS/HAWKERS-Sections I, II(A), II(E), III, IV(A), IV(B), IV(C), IV(D)& VIII
	PEDDLERS/HAWKERS (CIVIC CENTER)-Sections I, II(A), II(E), III, IV(A), IV(B), IV(C), IV(D)& VIII
	PETTY GROCERS/BUTCHERS-Sections I, II(A), II(B), III, IV(A), IV(B), IV(C), IV(D) & V
	RAFFLE/TAG DAY-Sections I(A), II(A) & XI
	RESTAURANTS / FOOD SERVICE-Sections I, II(A), II(B), III, IV(A), IV(B), IV(C), IV(D) & V
	SECONDHAND DEALERS AND AUCTION HOUSES-Sections I, II(A), II(B), III, IV(A), IV(C), IV(D) & V
	SECONDHAND DEALERS AND AUCTION HOUSES (OUT OF TOWN)-Sections I, II(A), II(D), III, & IV(C)
	SIDEWALK ENCUMBRANCE-Sections I, II(A), II(F), III, IV(A), IV(C), IV(F) & VI
	SIDEWALK SIGNS-Sections I, II(A), II(F), III, IV(A), IV(F) & VII
	SUNDAY ACTIVITIES-Sections I, II(A), II(B), III, IV(A), IV(B), IV(C), IV(D) & V
	TAXICAB COMPANY-Sections I, II(A), II(B), II(F), III, IV(A), IV(C), IV(D), V & IX
	TAXICAB COMPANY (OUT OF TOWN)-Sections I, II(A), II(D), II(F), III, IV(C), & IX
	TOWING-Sections I, II(A), II(B), III, IV(A), IV(C), IV(D)& V
	TOWING (OUT OF TOWN)-Sections I, II(A), II(D), III & IV(C)
	TRANSFER OF BUSINESS (Name Change)-Sections I, II(A), II(G), III, IV(A), IV(B), IV(C), IV(D) & V
	TRANSFER OF BUSINESS (Location Change) -Sections I, II(A), II(G), III, IV(A), IV(B), IV(C), IV(D)& V
	TRANSFERS OF BUSINESS (Ownership Change) -Sections I, II(A), II(G), III, IV(A), IV(B), IV(C), IV(D)& V
	OTHER _____

SECTION X. MUNICIPAL BANNER LICENSE APPLICATION

Event: 2016 We Are One Festival Event Date: August 13, 2016

Sponsoring Organization: Ujma Collective

Contact Person for Event: Wouillard Lett

Contact's Phone #: (603) 264-0542 Email: dubyahh@hotmail.com

Time Period Requested: August 1 - 12, 2016

Number of cross-street banners (max of two at any given time): One - Elm and Pleasant

BANNER LOCATION(S) FEES

Elm and Bridge Streets	\$500.00
Elm and Pleasant Streets	\$500.00
Hanover and Chestnut Streets	\$125.00
Kelley and Dubuque Streets	\$125.00

In the area below, illustrate (or attach to this application) exactly how your banner will appear:

See attached.

Signature of responsible party indicating that you have read the City of Manchester Municipal Banner Policy (available at www.manchesternh.gov/banner):

Signature:  Date: May 18, 2016

<i>Office Use Only</i>		
Date Received: <u>5.18.16</u>	Committee Review: <u>5.19.16</u>	Committee Action: _____
Insurance Carrier: <u>SEE ATTACHED</u>	Fee Submitted: <u>5.18.16</u>	_____

16th ANNUAL
AFRICAN, LATINO & CARIBBEAN CELEBRATION
 August 13th, 2016 at Veterans Memorial Park 11 am to 8 pm
 Contact: Ujima Collective 603-627-4631



45'

Not to Scale

Elm Street Banner:
 4/4 Direct print to 13oz Banner w/ wind elits.
 Reinforce stitched w/ D-Rings

Client Name: CCANE	
Location: Elm Street Manchester, NH	
Date: 5/12/16	Revision:
Drawn By: Dan Morn	
Notes:	

SPECTRUM
 MARKETING COMPANIES
 115 Elm Street, Manchester, NH 03102
 603-627-4631
 www.spectrumadvertising.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2016

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Ujima Collective woullard lett P.O. Box 5932 Manchester, NH 03108	INSURER A: Essex Insurance Company	39020
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC Retail Liquor Liability	3DS5450-M981181 3DS5450-M981181	08/01/2016 08/01/2016	08/14/2016 08/14/2016	EACH OCCURRENCE (INCLUDES BODILY INJURY & PROPERTY DAMAGE) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 1,000 \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
 Attendance: 1000, Event Type: Festival & Cultural Event - Outdoor.

CERTIFICATE HOLDER

Veterans Memorial Park
 City of Manchester
 889 Elm St.
 Manchester, NH 03101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Will Maddux

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Veterans Memorial Park City of Manchester 889 Elm St. Manchester, NH 03101
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

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

The Committee on Administration/Information Systems respectfully advises, after due and careful consideration, that the banner application from Granite United Way for a banner to be hung on Elm Street from September 4, 2016 through September 10, 2016 has been approved. *(Aldermen Sapienza, Shea and Cavanaugh voted yea; Aldermen Levasseur and Pappas were absent)*

Respectfully submitted,

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

Clerk of Committee

SECTION X. MUNICIPAL BANNER LICENSE APPLICATION

Event: Day of Caring Event Date: 9/7/16 ~~9/18/16~~

Sponsoring Organization: Granite United Way

Contact Person for Event: Mollie Markins

Contact's Phone #: 6035602431 Email: mollie.markins@graniteuw.org

Time Period Requested: September 4th – 10th

Number of cross-street banners (max of two at any given time): 1

BANNER LOCATION(S) FEES

Elm and Bridge Streets	\$500.00
Elm and Pleasant Streets	\$500.00
Hanover and Chestnut Streets	\$125.00
Kelley and Dubuque Streets	\$125.00

X

In the area below, illustrate (or attach to this application) exactly how your banner will appear:

JOIN GRANITE UNITED WAYS
 DAY OF CARING
 info@graniteuw.org

9/7/16

Sponsor

Signature of responsible party indicating that you have read the City of Manchester Municipal Banner Policy (available at www.manchesternh.gov/banner):

Signature: Mollie Markins Date: 6/16/16

Office Use Only

Date Received: 6.16.16 Committee Review: _____ Committee Action: _____
 Insurance Carrier: SEE ATTACHED Fee Submitted: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Sara Hartshorn PHONE (A/C No. Ext): (603) 224-2562 E-MAIL ADDRESS: shartshorn@rowleyagency.com	FAX (A/C No): (603) 224-8012
	INSURER(S) AFFORDING COVERAGE	
INSURED Granite United Way 22 Concord Street Floor 2 Manchester NH 03101	INSURER A: Hanover Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16-17 all lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ZHV900337105	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			ZHV900337105	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
			NON-OWNED AUTOS				\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			UHV9003210-05	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3A States: NH WHV8996802-05	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: GUV Banner on Elm Street for Day of Caring (9/1 - 9/11).

CERTIFICATE HOLDER City of Manchester Office of the City Clerk One City Hall Plaza Manchester, NH 03101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE C Holman, CPCU, CIC/C <i>Christine Holman</i>

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

The Committee on Administration/Information Systems respectfully advises, after due and careful consideration, that the taxi licenses discussed in non-public session on June 27, 2016, has been granted on the recommendation by the City Clerk.

(Aldermen Sapienza, Shea and Cavanaugh voted yea; Aldermen Levasseur and Pappas were absent)

Respectfully submitted,

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

Clerk of Committee

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

The Committee on Bills on Second Reading respectfully recommends, after due and careful consideration, that ordinance amendment:

“Municipal and Transportation Improvement Fund”

ought to pass and be referred to the Committee on Accounts, Enrollment and Revenue Administration.

(Unanimous vote)

Respectfully submitted,

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

Clerk of Committee

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

The Committee on Accounts, Enrollment & Revenue Administration respectfully recommends, after due and careful consideration, that the proposed ordinance establishing a municipal and transportation improvement fund be approved and referred to the Committee on Bills on Second Reading for technical review.

(Aldermen Hirschmann, Katsiantonis and Sapienza voted yea; Aldermen Levasseur and Ludwig were absent)

Respectfully submitted,



Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held June 7, 2016, on a motion of Alderman O'Neil, duly seconded by Alderman Long, the report of the Committee was accepted and its recommendations adopted.



City Clerk

City of Manchester New Hampshire

In the year Two Thousand and

AN ORDINANCE

MUNICIPAL AND TRANSPORTATION IMPROVEMENT FUND

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

1. Pursuant to the provisions of RSA 261:153 VI (a) and RSA 34, there is hereby established a municipal and transportation improvement fund. This fund shall be comprised of the additional motor vehicle registration fees authorized by the Board of Mayor and Aldermen on June 2, 1998.
2. This fund is to be used for the purposes set forth in RSA 261.
3. This fund shall be non-lapsing, kept in a separate account and shall not be intermingled with other funds of the City. Any interest earned shall accrue to and become a part of the fund.
4. These funds shall be appropriated by the City through the annual budget process.

This ordinance shall be effective July 1, 2016.

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)

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
Hal Sullivan
Rick Rothwell
Bill Skouteris
Toni Pappas
Patrick Robinson

CITY OF MANCHESTER
Department of Public Works
Environmental Protection Division

Memo

Date: 6/21/16 16-077
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 14 abatements reviewed by the Highway Commission at their monthly meeting on June 13, 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
June 9, 2016 to Highway Commission
June 21, 2016 to CIP/City Clerk

Number	Customer Acct #	Customer	Property Address	Abatement Request Rec'd	Request Reason	EPD Recommendation	EPD	Highway Commission Recommendation
1	w 141401-21852	Russell	Oakdale Ave, 104	03/21/16	toilet leak	abate	284.54	Abate
2	w 42259-30190	Morency	Fremont St, 114	03/23/16	burst pipe	abate	267.19	Abate
3	w 151971-33354	Henderson	College Ave, 54	03/28/16	toilet leak	abate	350.47	Abate
4	w 139881-61116	Norton	Hall St, 1588	04/05/16	frozen pipe	deny	-	Deny
5	w 129559-6464	Graham	Tarrytown Rd, 336	04/22/16	burst pipe	abate	124.92	Abate
6	w 19495-13164	Swanson	Straw Hill, 554	04/25/16	burst water heater	abate	902.20	Abate
7	w 17405-11788	Banks	Dubuque St, 320	05/02/16	toilet leak	deny	-	Deny
8	w 162381-1440	Maher	Linden St, 28	05/05/16	toilet leak	deny	-	Deny
9	w 170647-1712	Khan	Cedar St, 320	05/09/16	toilet leak	abate	530.91	Abate
10	w 167683-21036	Doublen4eva Properties	Cilley Rd, 72	05/09/16	toilet leak	abate	850.15	Abate
11	w 146243-12328	New Life Ministries of NH	River Rd, 803	05/16/16	toilet leak	deny	-	Deny
12	w 121337-24114	Pratte	Cumberland St, 150	05/18/16	leaking pipe	abate	256.78	Abate
13	w 367-258	Peirce	Pearl St, 193	06/03/16	toilet leak	deny	-	Deny
14	w 18131-12272	Windeler	Everett St, 104	06/03/16	toilet leak	abate	253.31	Abate
Total Abatements							\$ 3,820.47	

As instructed by Fred - Only submit the Investigation & Recommendation form and the Sewer Abatement Request form to both the Highway Commission and the Board of Mayor and Aldermen.

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

Date Received: 3/21/2016

Customer Name: Russell, Tory

Account #: 141401-21852
Combined Billing

Property Address: 104 Oakdale Ave

Reason for Request: toilet leak

Service Dates: 12/02/15-3/01/16

Bill Date: 4/6/2016

Consumption: 97 ccf

% Increase from Average: 647%

Average Consumption: 15 ccf

Based on: 5 yr average

Difference: 82 ccf

Other Comments: _____

EPD Recommendation: Abatement exceeds 250% threshold

Approved Jm

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

Highway Recommendation: Abate

Date: 6/13/16

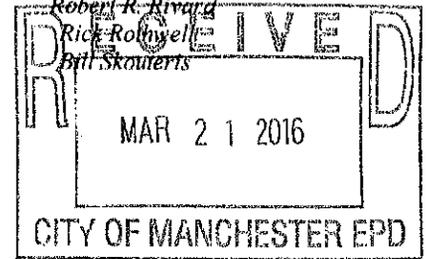
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



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



CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: Tory Russell

Address: 104 Oakdale Ave

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

Phone Number: 603-670-3228

Customer Account Number: 141401-21852

Address of Property for which Abatement is Requested:
104 Oakdale Ave

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

Billing Period: 12-2-15 - 3-1-16

Amount of Abatement Request: \$281.07

Reason for Abatement Request: Bathroom that is not being used had a toilet that was constantly running and did not realize until you guys called to inform us of the high water usage.

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.

Tory Russell
(Signature)

3-16-16
(Date)

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

Date Received: 3/23/2016

Customer Name: Morency, Irene

Account #: 42259-30190

Combined Billing

Property Address: 114 Fremont St

Reason for Request: Pipe burst

Service Dates: 12/15/15-3/15/16

Bill Date: 4/21/2016

Consumption: 82 ccf

% Increase from Average: 1640%

Average Consumption: 5 ccf

Based on: 5 yr average

Difference: 77 ccf

Other Comments: _____

EPD Recommendation: Abatement exceeds 250% threshold

Approved Jm

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

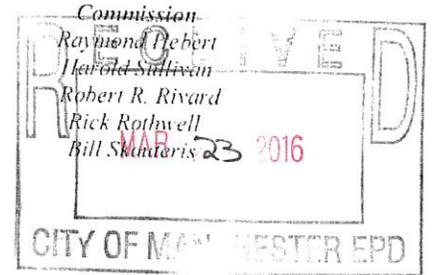
Highway Recommendation: Abate

Date: 6/13/16

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: Irene M. Morency

Address: 114 Fremont Street, Manchester, NH 03103
(Street) (Unit)

Phone Number: (603) 669-6967 (daughter's, Pauline Desfosses)
(City) (State) (Zip)

Customer Account Number: 42259-30190

Address of Property for which Abatement is Requested:
114 Fremont Street
(Street) (Unit)
Manchester NH 03103
(City) (State) (Zip)

Billing Period: 12-15-3-16

Amount of Abatement Request: 284.54

Reason for Abatement Request: Pipe Burst

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 basement. Concrete 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.

Pauline A. Desfosses (Signature) 3/25/16 (Date)
POA for Irene M. Morency

300 Winston Street • Manchester, New Hampshire 03103 • (603) 624-6595 FAX: (603) 628-6234
E-mail: EPD@manchesternh.gov • Website: www.manchesternh.gov

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

Date Received: 3/28/2016

Customer Name: Henderson, Sonya

Account #: 151971-33354
Combined Billing

Property Address: 54 College Ave

Reason for Request: toilet leak

Service Dates: 10/19/15-1/19/16

Bill Date: 2/17/2016

Consumption: 115 ccf

% Increase from Average: 821%

Average Consumption: 14 ccf

Based on: 5 yr average

Difference: 101 ccf

Other Comments: _____

EPD Recommendation: Abatement exceeds 250% threshold

Approved Fm

Abatement Total: 101 ccf at \$ 3.47 \$ 350.47

Highway Recommendation: Abate

Date: 6/13/16

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: Sonya + Adam Henderson

Address: 54 College Ave
(Street)

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

Phone Number: (603) 289-1189 (Sonya)

Customer Account Number: 151971-33354

Address of Property for which Abatement is Requested:
54 College Ave
(Street)

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

Billing Period: 10-19-15 - 1-19-16

Amount of Abatement Request: 353.94

Reason for Abatement Request: Toilet Leak

bill for the quarter in 2015 was \$108.42 - usage was same for this period

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 we did have major leakage in the basement when the snow melted & it rained + the ground was still hard

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

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.

Sonya Henderson
(Signature)

3/4/16
(Date)

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

Date Received: 4/5/2016

Customer Name: Norton, Brian

Account #: 139881-61116
Combined Billing

Property Address: 1588 Hall St

Reason for Request: Frozen Pipe

Service Dates: 11/25/15-2/24/16

Bill Date: 3/23/2016

Consumption: 40 ccf

% Increase from Average: 235%

Average Consumption: 17 ccf

Based on: 5 yr average

Difference: 23 ccf

Other Comments: _____

EPD Recommendation: Abatement does not exceed 250% threshold

Denied FM

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

Highway Recommendation: ~~Abate~~ Deny

Date: 6/13/16

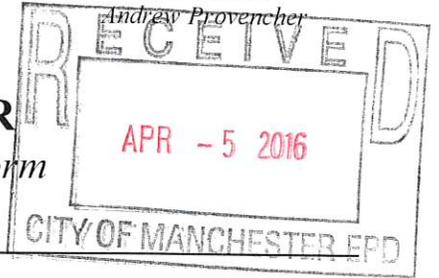
Kevin A. Sheppard, P.E.
Public Works Director

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: BRIAN T. NORTON

Address: 1588 HALL ST
(Street) MANCHESTER NH 03104
(City) (State) (Unit)

Phone Number: 603-647-1581 HM 603-801-9907 CL
(City) (State) (Zip)

Customer Account Number: 139891-6116

Address of Property for which Abatement is Requested:
1588 HALL ST
(Street)

MANCHESTER NH 03104
(City) (State) (Unit)

Billing Period: 11/25/15 - 2/24/16 03-06
~~FEBRUARY 26 - 30 - 2016~~ (Zip)

Amount of Abatement Request: \$ 108.57

Reason for Abatement Request: WATER PIPES IN BASEBOARD HEATING
PROBE IN TWO ZONES IN HOUSE AND BROKE. WATER RAN FOR DAY & 1/2. THE
HYDROSTAT FAILED TO HEAT THROUGHOUT WINTER

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 Accumulated in bedrooms on first floor & cascaded to basement
below. The basement floor is concrete, and water was discharged
into ground in the backyard.

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.

Brian T. Norton
(Signature)

3/30/16
(Date)

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

Date Received: 4/22/2016

Customer Name: Graham, Brian

Account #: 129559-6464
Combined Billing

Property Address: 336 Tarrytown Rd

Reason for Request: pipe burst

Service Dates: 12/10/15-3/10/16

Bill Date: 4/13/2016

Consumption: 59 ccf

% Increase from Average: 257%

Average Consumption: 23 ccf

Based on: 5 yr average

Difference: 36 ccf

Other Comments: _____

EPD Recommendation: Abatement exceeds 250% threshold

Approved Jim

Abatement Total: 36 ccf at \$ 3.47 \$ 124.92

Highway Recommendation: Abate

Date: 6/13/16

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: Brian & Brenda Graham

Address: 336 Tarrytown Road
(Street)

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

Phone Number: 603-6691703

Customer Account Number: 129559-6464

Address of Property for which Abatement is Requested:
336 TARRYTOWN ROAD
(Street)
Manchester N.H. 03103
(City) (State) (Zip)

Billing Period: ~~Feb~~ Feb - Not sure

Amount of Abatement Request: _____

Reason for Abatement Request: Water pipe bursting, basement is concrete floor Bill higher than normal

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 pipe burst in Basement cold weather

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.

Mia Mrs Brian Graham
(Signature)

4/19/16
(Date)

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

Date Received: 4/25/2016

Customer Name: Swanson, Judith

Account #: 19495-13164

Combined Billing

Property Address: 554 Straw Hill

Reason for Request: burst water heater

Service Dates: 11/18/15-2/17/16-5/17/16

Bill Date: 3/16/16-6/16

Consumption: 270 ccf

% Increase from Average: 2700%

Average Consumption: 10 ccf

Based on: 5 yr average

Difference: 260 ccf

Other Comments: _____

EPD Recommendation: Abatement exceeds 250% threshold

Approved Jm

Abatement Total: 260 ccf at \$ 3.47 \$ 902.20

Highway Recommendation: Abate

Date: 6/13/16

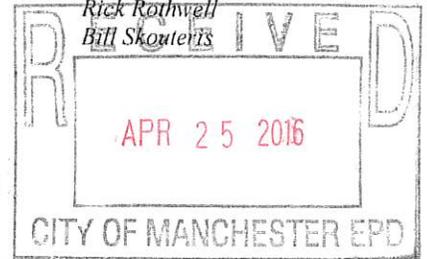
Kevin A. Sheppard, P.E.
Public Works Director

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 Skoutelis



CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: Judith Ann Swanson

Address: 554 Straw Hill Road
Manchester (City) NH (State) 03104 (Unit)

Phone Number: 603-627-1864 (Zip)

Customer Account Number: 19495-13164

Address of Property for which Abatement is Requested: 554 Straw Hill Rd
Manchester (City) NH (State) 03104 (Zip)

Billing Period: 11-18-2015 thru 2-17-2016

Amount of Abatement Request: ~~\$183~~ water / ~~\$2429~~ sewer total \$308.83

Reason for Abatement Request: I have been in a nursing home (St. Teresa's) since the first week in January. Apparently water heater or pipe burst. Cellar ended up with 10" water. I paid \$1,955.00 personally repair + replace items (water heater). Still working to replace insulation
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.
+ dry out basement. Water accumulation all in cellar. Cellar floor is dirt. CONCRETE. Discharged to back yard (gas)

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

Yes No NO GAS

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.

Judith A. Swanson
(Signature)

3/30/2016
(Date)

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

Date Received: 5/2/2016

Customer Name: Banks, Noella

Account #: 17405-11788
Combined Billing

Property Address: 320 Dubuque St

Reason for Request: toilet leak

Service Dates: 4/25/15-7/23/15

Bill Date: 8/26/2015

Consumption: 209 ccf

% Increase from Average: 615%

Average Consumption: 34 ccf

Based on: 5 yr average

Difference: 175 ccf

Other Comments: Abatement request received 8 months after charges were billed.

EPD Recommendation: Deny as not received within 90 days as per abatement policy #4.

Denied JFM

Abatement Total: ccf at \$ 3.47 \$ -

Highway Recommendation: Deny

Date: 6/13/16

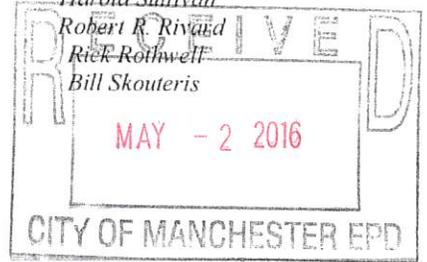
Kevin A. Sheppard, P.E.
Public Works Director

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: Noella Banks

Address: 300 Dubuque Street # 2
(Street) (Unit)
Manchester NH 03102
(City) (State) (Zip)

Phone Number: 603-660-8160

Customer Account Number: 17405

Address of Property for which Abatement is Requested:
300 Dubuque Street 1
(Street) (Unit)
Manchester NH 03102
(City) (State) (Zip)

Billing Period: 8-25-15

Amount of Abatement Request: 571.72

Reason for Abatement Request: There was a problem with the toilet in the tenant apartment that they did not tell me about. It malfunctioned. It was losing water and created a \$1100 water 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.

The toilet in the tenant apartment malfunctioned and created a tremendous water loss. The toilet has been repaired.

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.

Noella Banks
(Signature)

4-26-16
(Date)

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

Date Received: 5/5/2016

Customer Name: Maheer, Joseph

Account #: 162381-1440
Combined Billing

Property Address: 28 Linden St

Reason for Request: toilet leak

Service Dates: 12/4/15-3/3/16

Bill Date: 4/6/2016

Consumption: 150 ccf

% Increase from Average: 192%

Average Consumption: 78 ccf

Based on: 5 yr average

Difference: 72 ccf

Other Comments: _____

EPD Recommendation: Abatement does not exceed 250% threshold

David Jm

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

Highway Recommendation: Deny

Date: 6/13/16

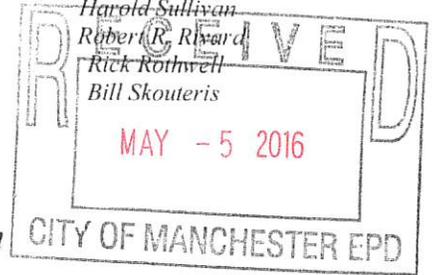
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



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



CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: Joseph Maher

Address: 23 Whittemore St
Bedford (Street) NH (Unit)
(City) (State) (Zip)

Phone Number: 603-966-6463

Customer Account Number: 162381-1440

Address of Property for which Abatement is Requested:
28 Linden St
Manchester (Street) NH (Unit)
(City) (State) (Zip)

Billing Period: 12-4-15 3-3-16

Amount of Abatement Request: \$253.31

Reason for Abatement Request: I had a tenant with a running toilet. He was being evicted for non-payment. I discovered the issue once the court allowed me to enter the apartment after he was evicted. I repaired the toilet myself (replaced parts)

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.

Joseph Maher
(Signature)

5-2-16
(Date)

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

Date Received: 5/9/2016

Customer Name: Khan, Chaudhary

Account #: 170647-1712

Combined Billing

Property Address: 320 Cedar St

Reason for Request: toilet leaks

Service Dates: 9/25/13-12/21/15

Bill Date: 1/27/2016

Consumption: 250 ccf

% Increase from Average: 258%

Average Consumption: 97 ccf

Based on: 5 Quarter Average

Difference: 153 ccf

Limited History
New Owner

Other Comments: _____

EPD Recommendation: Abatement exceeds 250% threshold

Approved JFM

Abatement Total: 153 ccf at \$ 3.47 \$ 530.91

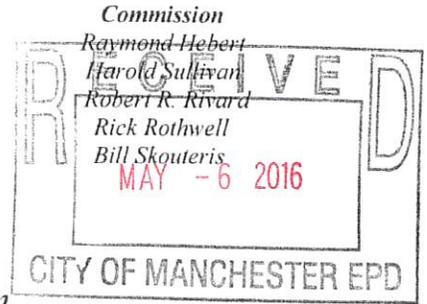
Highway Recommendation: Abate

Date: 6/13/16

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: Choudhary Khan

Address: 326 Maple St
(Street)
Manchester N.H
(City) (State) (Unit) 03103
(Zip)

Phone Number: 917-292-3771

Customer Account Number: 170647-1712

Address of Property for which Abatement is Requested:
320 Cedar St
(Street)
Manchester N.H
(City) (State) (Unit) 03103
(Zip)

Billing Period: 9-23-15 - 12-21-15

Amount of Abatement Request: 576.02

Reason for Abatement Request: 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.

No

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)

5-2-16
(Date)

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

Date Received: 5/9/2016

Customer Name: DOUBLEN4EVA Properties LLC

Account #: 167683-21036
Combined Billing

Property Address: 72 Cilley Rd

Reason for Request: toilet leaks

Service Dates: 12/4/15-3/4/16

Bill Date: 4/13/2016

Consumption: 306 ccf

% Increase from Average: 502%

Average Consumption: 61 ccf

Based on: 9 Quarter Average
Limited History

Difference: 245 ccf

Other Comments: _____

EPD Recommendation: Abatement exceeds 250% threshold

Approved Jjm

Abatement Total: 245 ccf at \$ 3.47 \$ 850.15

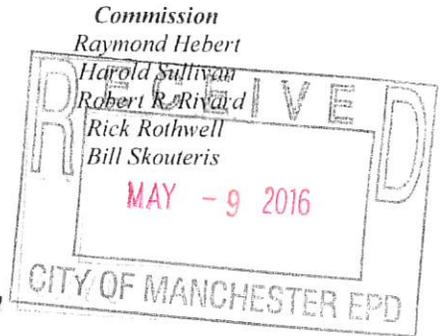
Highway Recommendation: Abate

Date: 6/13/16

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: DOUBLE NEVA Properties LLC

Address: 162 SYLVESTER street

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

Phone Number: 603-391-1370

Customer Account Number: 167683-21036

Address of Property for which Abatement is Requested:

72 Cilley Rd (Street) (Unit)

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

Billing Period: 12-4-15 To 3-4-16

Amount of Abatement Request: 867.50

Reason for Abatement Request: Two toilet leaks & Leak Faucet

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)

5/5/16
(Date)

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

Date Received: 5/16/2016

Customer Name: New Life Ministries of NH Inc.

Account #: 146243-12328

Combined Billing

Property Address: 803 River Rd

Reason for Request: toilet read

Service Dates: 5/18/15-2/16/16

Bill Date: 9/16/15-12/16/15-3/16/16

Consumption: 188 ccf

% Increase from Average: 221%

Average Consumption: 85 ccf

Based on: 5 yr average

Difference: 103 ccf

Other Comments: 1st 2 quarters were estimates, final quarter was catchup of good
creedery

EPD Recommendation: Abatement Does Not exceed 250% threshold

Handwritten signature: Arnold Fm

Abatement Total: ccf at \$ 3.47 \$ -

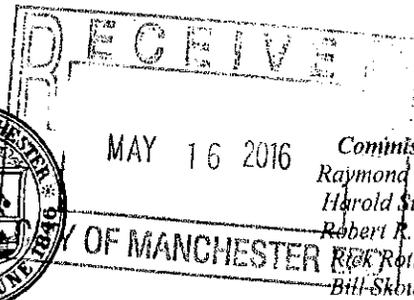
Highway Recommendation: Deny

Date: 6/13/16

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: New Life Ministries of NH inc

Address: Po Box 148

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

Phone Number: (603) 624-8444

Customer Account Number: 146243-12328

Address of Property for which Abatement is Requested:

503 River Rd

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

Billing Period: 11-17-15 - 2-16-16

Amount of Abatement Request: 347.00

Reason for Abatement Request: 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.

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)

5-12-16
(Date)

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

Date Received: 5/18/2016

Customer Name: Pratte, Robert

Account #: 121337-24114
Combined Billing

Property Address: 150 Cumberland St

Reason for Request: leak

Service Dates: 10/22/15-1/21/16

Bill Date: 2/24/2016

Consumption: 107 ccf

% Increase from Average: 324%

Average Consumption: 33 ccf

Based on: 5 yr average

Difference: 74 ccf

Other Comments: _____

EPD Recommendation: Abatement exceeds 250% threshold

Approved [Signature]

Abatement Total: 74 ccf at \$ 3.47 \$ 256.78

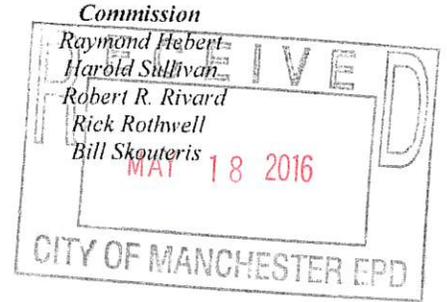
Highway Recommendation: Abate

Date: 6/13/16

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: ROBERT & MONIQUE PRATE

Address: 150 CUMBERLAND ST

MANCHESTER (City) NH (State) 03102 (Zip)

Phone Number: 603-396-3988

Customer Account Number: 121337-24114

Address of Property for which Abatement is Requested: SAME

SAME (Street) (City) (State) (Unit) (Zip)

Billing Period: 10/22/15 - 1/21/16

Amount of Abatement Request: 4277.60

Reason for Abatement Request: WE HAD A WATER LEAK, BUT THE CONTINUOUS WATER ~~DRIPPING~~ LEAKING WAS NOT SEWERAGE

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.

Monique Prate
(Signature)

5/16/16
(Date)

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

Date Received: 6/3/2016

Customer Name: Peirce, Thomas

Account #: 367-258

Combined Billing

Property Address: 193 Pearl St

Reason for Request: toilet leak

Service Dates: 11/23/15-3/11/16

Bill Date: 3/23/2016

Consumption: 100 ccf

% Increase from Average: 185%

Average Consumption: 54 ccf

Based on: 5 yr average

Difference: 46 ccf

Other Comments: _____

EPD Recommendation: Abatement does not exceed 250% threshold

Denied Jm

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

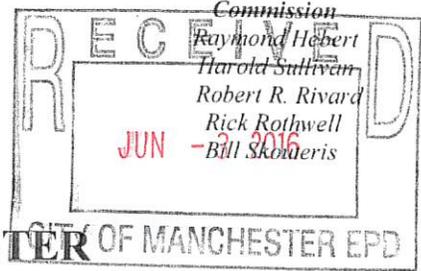
Highway Recommendation: Deny

Date: 6/18/16

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 CITY OF MANCHESTER EPD

Sewer Fee Abatement Request Form

Name: Thomas + Kathy Peirce

Address: 489 Wilsons Crossing Rd
Auburn NH (City) 03032 (Zip)

Phone Number: 603-625-9081 (State) (Zip)

Customer Account Number: 367-258

Address of Property for which Abatement is Requested:
193 Pearl St.

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

Billing Period: 11-23-15 3-11-16

Amount of Abatement Request: 190.85

Reason for Abatement Request: 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.

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.

Kathy Peirce
(Signature)

5/16/16
(Date)

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

Date Received: 6/3/2016

Customer Name: Windeler, William

Account #: 18131-12272
Combined Billing

Property Address: 104 Everett St

Reason for Request: toilet leak

Service Dates: 11/17/15-2/16/16

Bill Date: 3/16/2016

Consumption: 112 ccf

% Increase from Average: 287%

Average Consumption: 39 ccf

Based on: 5 yr average

Difference: 73 ccf

Other Comments: _____

EPD Recommendation: Abatement exceeds 250% threshold

Approved Jm

Abatement Total: 73 ccf at \$ 3.47 \$ 253.31

Highway Recommendation: Abate

Date: 6/13/16

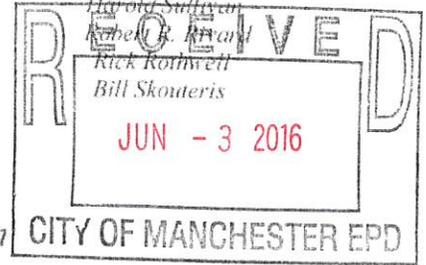
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Robert G. Ryan
Rick Rothwell
Bill Skouteris



CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: William N. Windler
Address: 2072 Elm St.
Manchester (City) N.H. (State) 03104 (Zip)
Phone Number: 603-606-2035
Customer Account Number: 18099-12252

Address of Property for which Abatement is Requested:
104 Everett St. (Street)
Manchester (City) N.H. (State) 03104 (Zip)

Billing Period: 11-17-15-2-16-16 (Billing date 3/16/16)
Amount of Abatement Request: 242.90

Reason for Abatement Request: EXCESS WATER USE DUE TO MALFUNCTIONING IMPROPER SEAL OF TOILET TANK FLAPPER (NOW REPAIRED) IN RENTAL PROPERTY, UNBEKNOWNST TO US UNTIL RECEIPT OF WATER BILL & OUR INVESTIGATING THE EXCESS WATER USE, REPAIR ORDERED 4/4/16, COMPLETED 5/24/16
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

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
N/A 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. completed 5/24/16

William N. Windler
(Signature)

6/1/16
(Date)

SEE ATTACHED PLUMBER'S BILL

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

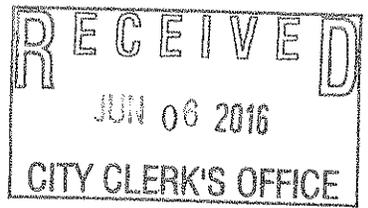
The Committee on Lands and Buildings respectfully advises, after due and careful consideration, that the communication from Lynne Joseph, 142 Fiske Street, requesting removal of the David Wihby sign at Livingston Park playground has been received and filed.

(Unanimous vote with the exception of Aldermen Herbert and Pappas who were 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



Lynne C. Joseph
142 Fiske Street
Manchester, NH 03104

Board of Mayor and Alderman
C/O Matthew Normand, Clerk
One City Hall Plaza
Manchester, NH 03101

May 30, 2016

To the Board of Mayor and Alderman, Manchester, NH,

My name is Lynne Joseph and I am a long time resident of Manchester. For the last nine years I have been taking my grandsons to Livingston Park so they could enjoy the playground, pool, athletic fields, and the trail around the pond. This is our favorite park and we have spent countless hours enjoying our time there.

The playground had been named the David Wihby playground on July 20, 2004. In April of 2015, Mr. Wihby was involved in a prostitution sweep in Nashua, NH and eventually plead guilty to "attempted lewdness". After his arrest, he also had a suicide attempt, overdosing on pills, according to the Nashua Telegraph.

I had sent an email to Joyce Craig, who was my alderman at the time of the email, asking for the David Wihby sign to be removed from the playground. After emails were sent back and forth with Mrs. Craig, members of the Parks and Recreation department, and myself, it was suggested that I send a letter to the Board of Mayor and Alderman regarding this request. While I understand that Mr. Wihby has done a lot of great things for the Manchester community, and is a friend of many of our top officials, I believe his actions warrant the sign being taken down.

As I attend local events with my grandchildren, I am able to tell them stories of many of the great Manchester citizens whose names are displayed throughout the city. These people have made a difference in our community in a positive way and should continue to be honored. I would have thought that this sign would have been taken down as the details of this situation unfolded, but it wasn't. So I am asking that you give this request your consideration as Mr. Wihby's actions would not be something our youth should be honoring. I know this is a delicate and sensitive situation and I believe you will handle this with care and respect.

Thank you,

A handwritten signature in cursive script that reads "Lynne C. Joseph".

Lynne C. Joseph

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

The Committee on Lands and Buildings respectfully recommending, after due and careful consideration, that the purchase and sale agreement for the sale of a conservation easement to the Society for the Protection of New Hampshire Forests be approved.

(Unanimous vote with the exception of Alderman Pappas 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



MANCHESTER WATER WORKS

281 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03103-5093 Tel. (603) 624-6494

June 20, 2016

Alderman Patrick Long, Chairman
Committee on Lands and Buildings
C/o Office of the City Clerk
One City Hall Plaza
Manchester, NH 03101

RE: Purchase and sale - Conservation Easement Sale

Dear Chairman Long,

This letter is submitted by the Manchester Water Works (MWW) as a formal request of the Committee on Lands and Buildings to support the Manchester Water Works (MWW) in entering a purchase and sale agreement (Agreement) (attached) for the sale of a conservation easement to the Society for the Protection of New Hampshire Forests for the purpose of protecting the water supply for the City of Manchester. The Agreement is for approximately 1,870 acres of land in the towns of Hooksett and Candia in the area around Tower Hill Pond. General sales terms of the Agreement are; the sales price will not exceed the appraised development value of \$2.175M or be less than 75% of the appraised development value, \$1,631,250; the conservation easement will be in perpetuity; and MWW will retain all existing rights to use the land for the purpose of maintaining and protecting our water supply including the harvesting of timber. Attached is the appraisal by M.H. Beecy Appraisal Services and a draft copy of the Conservation Easement Agreement. The Board of Water Commissioners approved the execution of this P&S at the June 16, 2016 Board of Water Commissioners Meeting.

John O'Neil, Watershed Forester and I will be available at the next Lands and Buildings Committee Meeting to answer any questions you or the Committee may have. Please feel free to contact me at 792-2800 prior to the meeting should you have immediate questions or concerns and I will be happy to discuss them with you.

Respectfully submitted,

Philip W. Croasdale, CPA
Director

Cc: Committee on Lands and Buildings

Attachments

BOARD OF WATER COMMISSIONERS

KIMBERLEY L. GRISWOLD
President

MATTHEW GREENWOOD
Clerk

PHILLIP SAPIENZA
CLIFF HURST
LINDA L. MICCIO
BILL TROMBLY JR.

Ex Officio
HON. THEODORE L. GATSAS
Mayor

PHILIP W. CROASDALE
Director

THIS IS A TRANSFER TO AN INSTRUMENTALITY OF THE STATE AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL PROPERTY TRANSFER TAX PURSUANT TO RSA 78-B:2, I. THIS TRANSFER IS ALSO EXEMPT FROM THE LCHIP SURCHARGE PURSUANT TO RSA 478:17-g, II(a).]

CONSERVATION EASEMENT DEED

the **CITY OF MANCHESTER**, a New Hampshire Municipal Corporation, acting through its department, **MANCHESTER WATER WORKS**, with an address of 1581 Lakeshore Road, Manchester, New Hampshire 03109, (hereinafter referred to as the "Grantor", which word shall, unless the context clearly indicates otherwise, include the Grantor's successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

the **SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 54 Portsmouth Street, City of Concord, County of Merrimack, State of New Hampshire, 03301-5400, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

with a Third Party Right of Enforcement, as further defined in Section 19 below, therein granted to the **STATE OF NEW HAMPSHIRE** acting through its **DEPARTMENT OF ENVIRONMENTAL SERVICES (NH DES)**, an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03302, (the "Third Party Holder"),

The Easement has been acquired in part with funds from:

the **NHDES' Aquatic Resources Mitigation Fund Final In-lieu Fee Program Instrument** (U.S. Army Corps of Engineers, New England District, Regulatory Division, File Number NAE- _____) and is granted pursuant to NH RSA 477:45-47,

the **NHDES Water Supply Land Protection Grant Program**, with the purposes of New Hampshire RSA Chapter 486-A which include: "to protect sources of public drinking water that serve community or non-transient non-community water systems and associated natural resources through the acquisition of land or conservation easements within source water protection areas." It is granted Pursuant to NH RSA 486-A:7 II (e), the Grantee shall henceforth provide annual stewardship reports to the Third Party Holder, and

also conveying and granting and an Executory Interest in said Conservation Easement to the **STATE OF NEW HAMPSHIRE** (hereinafter referred to as the "Executory Interest Holder," which, unless the context clearly indicates otherwise, includes it's successors and assigns), acting through the

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the last date set forth below (which may hereinafter be referred to as the "Effective Date") between ("Seller") the **CITY OF MANCHESTER**, a New Hampshire Municipal Corporation, acting through its department, **MANCHESTER WATER WORKS**, with an address of 1581 Lakeshore Road, Manchester, New Hampshire 03109, and "Buyer," **SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 54 Portsmouth Street, City of Concord, County of Merrimack, State of New Hampshire, 03301-5400, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, having a mailing address of 54 Portsmouth Street, Concord, Merrimack County, State of New Hampshire 03301.

WITNESSETH:

- 1) Seller agrees to sell and convey, and Buyer agrees to buy a Conservation Easement ("**Easement**") on an area of land (hereinafter collectively referred to as the "**Property**") together with any and all buildings, structures, and improvements thereon, consisting of approximately 1,870 +/- acres situated on Tower Hill Pond Road, Chester Turnpike and NH Route 28, so-called, in the Towns of Candia and Hooksett, New Hampshire, being real property identified as:

Town of Hooksett

Tax Map – 21, Lot 11 – 729.1 ac.

(Source deed recorded in Merrimack County Registry of Deeds at: Book 576, Page 543, Book 560, Page 546, Book 590, Page 375)

Tax Map – 21, Lot 46 – 35 ac.

(Source deed recorded in Merrimack County Registry of Deeds at: Book 938, Page 240)

Tax Map – 15, Lot 67 – 1.6 ac.

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Tax Map - 15, Lot 95 – 0.5 ac

(Source deed recorded in Merrimack County Registry of Deeds at: Book 731, Page 184)

Town of Candia

Tax Map – 411, Lot 4 – 783 ac.

(Source deed recorded in Rockingham County Registry of Deeds at: Book 940, Page 390, Book 940, Page 78, Book 921, Page 248, Book 30, Page 940)

Tax Map – 412, Lot 1 – 148 ac.

(Source deed recorded in Rockingham County Registry of Deeds at: Book 2463, Page 761, Book 1409, Page 239, Book 1271, Page 211)

Tax Map – 412, Lot 2 – 2.6 ac.

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Tax Map – 413, Lot 84 – 80 ac.

(Source deed recorded in Rockingham County Registry of Deeds at: Book 1265, Page 247)

Tax Map – 413, Lot 85-4 – 1.1 ac.

(Source deed recorded in Rockingham County Registry of Deeds at: Book ____, Page __)

Tax Map – 413, Lot 51 – 91 ac.

(Source deed recorded in Rockingham County Registry of Deeds at: Book 1269, Page 211)

Said parcels area shown on the attached aerial map (Attachment A).

- 2) **Purchase Price** - to be paid by Buyer to Seller an amount not to exceed the appraised value (a/k/a fair market value) of the Easement being (\$2,175,000) - Two Million One Hundred and Seventy Five Thousand Dollars but no less than a minimum of 75% of the appraised value of the Easement, being (\$1,631,250) - One Million Six Hundred and Thirty One Thousand and Two Hundred and Fifty Dollars. Buyer will work in good faith to secure sufficient funding to purchase the Conservation Easement at the full appraised value. The said appraised value of the Easement was determined by qualified independent appraiser M.H. Beecy Appraisal Services on January 25, 2015. Said appraisal was commissioned by Buyer and Seller. Upon execution of this Agreement, Buyer shall pay a deposit, receipt of which is hereby acknowledged, in the sum of Ten Thousand Dollars (\$10,000.00) in the form of corporate check to be held in escrow by Attorney Paul MacDonald as Escrow Agent, of Ransmeier & Spellman, PC, One Capitol Street, P. O. Box 600, Concord, NH 03302-0600 (said deposit shall hereafter be referred to as the "Deposit.") The balance of the Purchase Price, is to be paid to Seller on the date of transfer of title in the form of corporate check, bank draft, or by wire or electronic transfer.

- 3) **Contingencies**
 - a) **Fundraising.** This Agreement is contingent upon Buyer raising the total funds of the final Purchase Price by June 1, 2017 (the "Fundraising Contingency Date"). However, if Buyer is unable to raise this total and so notifies Seller in writing on or before June 1, 2017, Buyer shall have the option of terminating this Agreement, or may seek to extend the Fundraising Contingency Date with the written agreement of Seller. If Buyer elects to terminate this Agreement or if Seller does not consent to such a requested extension, this Agreement shall thereupon become null and void, and Buyer's Deposit shall be returned in full by the Escrow Agent, after which neither Seller nor Buyer shall have further obligation to the other under this Agreement. In the event Buyer has not notified Seller in writing of Buyer's inability to raise said total by the Fundraising Contingency Date, this Contingency shall lapse.

- 4) **Survey Plan.** Buyer shall obtain, at Buyer's sole expense, a recordable survey plan of the Property and shall provide a copy of same to Seller no later than 60 days prior to the Closing Date as specified in Section 9, below, and Buyer shall record said plan upon transfer of title to the Easement to be conveyed hereunder.

5) **Conservation Easement Deed.** Seller agrees to deliver, at Seller's own expense, a duly executed, good and sufficient Warranty Conservation Easement Deed, conveying good and clear record, marketable and insurable title thereto to Buyer or Buyer's nominee(s), free and clear of all encumbrances not specifically excepted in this Agreement. Said deed shall be developed by Buyer at its expense and describe the Property to be encumbered by the Easement by the applicable metes and bounds as shown on said recorded survey plan/the survey plan commissioned by Seller or Buyer for the purpose of effectuating this Agreement and to be recorded with said deed. The Conservation Easement Deed shall be in a form to be negotiated between the parties in good faith and based substantially as set forth in Attachment A attached hereto and made a part hereof. Seller and Buyer acknowledge that entities providing funds towards the purchase of the Conservation Easement, including without limitation (New Hampshire Department of Environmental Services' Drinking Water Program, New Hampshire Department of Environmental Services' Aquatic Resources Mitigation (ARM) Program and New Hampshire's Land and Community Heritage Program (LCHIP), may require as a condition of such funding that certain language, terms and conditions be included in the Conservation Easement Deed, and may also require executory interests with respect to the easement interest. If Seller or Buyer objects to the additional terms and conditions, the objecting party may thereupon terminate this Agreement and Buyer's Deposit shall be returned in full by Escrow Agent, after which neither Seller or Buyer shall have further obligation to the other under this Agreement.

6) **Title.** If Buyer desires an examination of title, it shall be completed within 180 days of the Effective Date of this Agreement, and Buyer shall pay the cost thereof. If Buyer finds, in its sole discretion, defect(s) in the title to any of the lands which together make up the Property or encumbrances on the Property which adversely impact the values sought to be protected by the purchase to which Buyer in good faith objects, it shall so notify Seller of that fact promptly in writing within 190 days of the Effective Date of this Agreement, specifying the defect(s) to which Buyer objects, failing which this right shall be waived. Upon receipt of such notification Seller shall within sixty (60) days thereafter remove or otherwise remedy said defect(s) to the extent practicable. Notwithstanding the foregoing, Seller shall be obligated to remove or subordinate, as the case may be, on or before the date of transfer of title and at Seller's sole cost and expense: (i) any mortgages; (ii) any mechanics' or materialmen's liens; and (iii) any other monetary liens encumbering the Property. If Buyer determines that the title is found not to be marketable or not clear of record or not insurable, or if Seller is unable to remove or otherwise remedy the defect(s) to which Buyer objects within said period, this Agreement may be rescinded at the option of Buyer and the Deposit shall be refunded to Buyer or else Buyer may elect to accept such title as Seller can convey without diminution in the Purchase Price.

7) **Hazardous Materials.**

- a) Seller warrants, to the best of the Seller's knowledge and belief, that during the period that Seller has owned, and will own, the Property it was not, and will not be, used for the storage, generation or disposal of hazardous waste or hazardous materials as those terms are defined under applicable federal, state and local statutes, ordinances and regulations and that, to the best of Seller's knowledge, said Property was not used for any such purposes prior to the time Seller acquired title thereto. Seller further warrants that Seller has found no evidence of hazardous waste or hazardous material on or affecting said land. These warranties shall survive the closing of the transaction contemplated by this Agreement.

b) If Buyer performs an environmental assessment and finds said Property contains hazardous waste or hazardous materials to which Buyer objects, Buyer may then rescind this Agreement and receive return of Buyer's Deposit by so notifying Seller no later than August 1, 2017, or else Buyer shall be deemed to have waived such objections. If such assessment is performed, Buyer agrees that qualified experts will be engaged, that Buyer shall exercise said right to rescind, if at all, promptly following receipt of the assessment report but not later than the above-specified date and will therewith provide Seller with a copy of said report.

8) **Notices.** Any notice, request, instruction or other document given or required to be given pursuant to this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addresses:

a) If to Seller, to name & address cited at top of Page One, above

John M. O'Neil, Watershed Forester
Manchester Water Treatment Plant
1581 Lake Shore Road
Manchester, NH 03109

b) If to Buyer: Brian Hotz, Vice President for Land Conservation
Society for the Protection of New Hampshire Forests
54 Portsmouth Street
Concord, NH 03301

with copy to: Attorney Paul MacDonald
Ransmeier & Spellman, P.C.
One Capitol Street
P.O. Box 600
Concord, NH 03302-0600

9) **Delivery of Conservation Easement Deed.** On November 30, 2017, at 2:00 p.m. (the "Closing Date") at Manchester Water Treatment Plant, 1581 Lake Shore Road, Manchester, NH 03109, unless another time and place shall be agreed upon in writing by Seller and Buyer. If the Closing Date is extended by written agreement of the Buyer and Seller, any dates and deadlines imposed in the Agreement that are related to the Closing Date shall be likewise extended unless otherwise expressly specified.

10) **Closing Documents.**

a) Seller. On the Closing Date, Seller shall deliver or cause to be delivered to Buyer each of the following:

i) a New Hampshire Warranty Conservation Easement Deed (in customary form and as provided in Section 4 above), sufficient to transfer and convey to Buyer or the Buyer

Affiliate (as defined herein) good and clear record and marketable fee title to the Easement as required by this Agreement;

- ii) a standard and customary title insurance affidavit as reasonably required by Buyer's title insurer;
 - iii) to the extent in Seller's possession, any and all surveys, site plans, engineering plans and studies, utility plans, landscaping plans, and soil tests;
 - iv) for Seller, a legal existence certificate, trustee's certificate, corporate resolution and/or certificate of vote, and such other evidence of Seller's power and authority as Buyer reasonably requests and in accordance with Seller's legal existence;
 - v) Seller's affidavit, stating, under penalty of perjury, Seller's U.S. taxpayer identification number and that Seller is not a foreign person(s) within the meaning of Section 1445 of the Internal Revenue Code; and
 - vi) A New Hampshire Real Estate Transfer Tax Declaration(s) of Consideration (Form CD57-S).
- b) Buyer. On the Closing Date, Buyer shall deliver or cause to be delivered to Seller each of the following:
- i) the balance of the Purchase Price as required pursuant to Section 2 above;
 - ii) executed counterparts of any other documents herein required to be signed by Buyer; and
 - iii) A New Hampshire Real Estate Transfer Tax Declaration(s) of Consideration (Form CD57-P).

11) **Representations and Warranties.**

- a) Seller represents and warrants to Buyer that the following are true, complete and correct as of the Effective Date of this Agreement and will remain true, complete and correct as of the Closing Date:
 - i) There is no action, proceeding or investigation pending against Seller or the Property or any part thereof before any court or governmental department, commission, board, agency or instrumentality.
 - ii) Seller has not received from any governmental authority written notice of any violation of any zoning, building, fire or health code or any other statute, ordinance rule or regulation applicable (or alleged to be applicable) to the Property, or any part thereof, that will not have been corrected prior to the Closing Date.
 - iii) Neither the execution and delivery of this Agreement nor its performance by Seller will conflict with or result in the breach of any material contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound.

- iv) This Agreement is valid and enforceable against Seller in accordance with its terms, and each instrument to be executed by Seller pursuant to this Agreement, or in connection herewith or therewith, will, when executed and delivered, be valid and enforceable against Seller in accordance with its terms.
 - v) With respect to the Property, or any part thereof, there are no unpaid taxes, fees or assessments of any kind or nature whatsoever that are presently due and payable.
- b) Buyer represents and warrants to Seller that the following are true, complete and correct as of the Effective Date of this Agreement and will remain true, complete and correct as of the Closing Date:
- i) Buyer is duly organized, validly existing, in good standing and qualified and empowered to conduct its business, and has full power and authority to enter into and fully perform and comply with the terms of this Agreement. Neither the execution and delivery of this Agreement nor its performance by Buyer will conflict with or result in the breach of any material contract, agreement, law, rule or regulation to which Buyer is a party or by which Buyer is bound.
 - ii) This Agreement is valid and enforceable against Buyer in accordance with its terms, and each instrument to be executed by Buyer pursuant to this Agreement, or in connection herewith or therewith, will, when executed and delivered, be valid and enforceable against Buyer in accordance with its terms.
- c) The foregoing warranties and representations of Seller and Buyer in this Section 11 shall survive the Closing Date for a period of six (6) months after the Closing Date, before the expiration of which the party claiming a breach must have filed an action in a court of competent jurisdiction, and any warranty and representation not specified in such action shall expire.

12) **Condition of Property.** The Property is to be upon delivery of the Conservation Easement Deed in the same condition as of the Effective Date of this Agreement, reasonable use, wear and tear, and ongoing forestry/agricultural operations excepted, and free of all encumbrances not specifically excepted in this Agreement or not stated in the deeds referenced in Section 1 above. Notwithstanding the provisions of the immediately preceding sentence, Seller shall not perform any activity on the Property prohibited by the proposed Conservation Easement Deed, attached as Attachment A, after the Effective Date of this Agreement without the prior written consent of Buyer. Any such adverse material change suffered by Seller shall afford Buyer the rights, in its sole discretion, of terminating this Agreement and receiving a full refund of said Deposit.

13) **Broker.** The parties hereto agree that no real estate broker or representative thereof brought about this sale as agent of either Seller or Buyer. However, Seller agrees that Seller is solely responsible for payment of any Broker's commission and disbursements by reason of this Agreement or the sale and purchase contemplated hereby.

14) **Interpleader Provisions.** In the event of any dispute relative to the Deposit monies held in escrow, the Escrow Agent may, in its sole discretion, pay said Deposit monies to the Clerk of the Court of proper jurisdiction in an Action of Interpleader, providing each party with notices thereof; and

thereupon the Escrow Agent shall be discharged from its obligations as recited herein and each party to this Agreement shall thereafter hold the Escrow Agent harmless in such capacity. Both parties hereto agree that the Escrow Agent may deduct the cost of bringing such Interpleader action from the Deposit monies held in escrow prior to the forwarding of same to the Clerk of said Court.

15) **Agreement Binding.** This Agreement, except as otherwise provided herein, shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors legal representatives, successors and assigns.

16) **Liquidated Damages.** If Buyer shall default in the performance of Buyer's obligations under this Agreement, the amount of the Deposit shall become the property of Seller as reasonable liquidated damages in full discharge and satisfaction of Buyer's obligations hereunder. If Seller shall default in the performance of Seller's obligations hereunder, Buyer may receive back its Deposit and may also enforce its rights at law and in equity, which include, without limitation, the right of specific performance.

17) **Prior statements; Amendment of Agreement.** All prior negotiations, representations, statements, and agreements, whether oral or written, or expressed or implied, heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their respective obligations. This Agreement is entered into by each party after opportunity for investigation, with neither party relying on any statements or representations not embodied in this Agreement, made by the other or on the other's behalf. The parties hereto acknowledge and agree that this Agreement may be amended only pursuant to a written agreement executed by the parties hereto with all the formalities hereof.

18) **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of New Hampshire.

19) **Additional Provisions.**

- a) Upon notice to Seller, Buyer, its agents, employees, and contractors, may enter the Property for purposes of making measurements, surveys and environmental assessments, determination of fair market value, fundraising activities and generally examining the premises at Buyer's sole risk and expense. No such activities by the Buyer shall interrupt the conduct by the Seller of its normal activities on the Property.
- b) Seller hereby acknowledges that it has not relied upon any representation made by or on behalf of Buyer concerning the possible tax consequences of this transaction. Buyer hereby advises Seller to seek its own professional advice regarding the proposed transaction and any related tax consequences.
- c) Neither this Agreement nor any interest hereunder shall be assigned or transferred by Seller, but may, with prior written consent to Seller, be assigned or transferred by Buyer to any entity (a "Buyer Affiliate"). As used in this Agreement, the term "Buyer" shall be deemed to include any Buyer Affiliate.

- d) This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.

WITNESS the signatures of the above parties as of the dates set forth below.

Manchester Water Works, Seller

By: _____

Witness

(Printed name of witness)

Date

**SOCIETY FOR THE PROTECTION OF
NEW HAMPSHIRE FORESTS, Buyer**

By: _____

Witness

(Printed name of witness)

Date

Title: _____
Duly authorized

ATTACHMENT A

Tower Hill Pond Complex Map

ATTACHMENT C

DRAFT Conservation Easement

NEW HAMPSHIRELAND AND COMMUNITY HERITAGE INVESTMENT AUTHORITY, a nonprofit corporation and public instrumentality of the State of New Hampshire, with a mailing address of 13 West Street, Concord, Merrimack County, State of New Hampshire, 03301,

In accordance with New Hampshire RSA 227-M:14, notwithstanding any other provision of law relating to the disposal of publicly-owned real estate, no deviation in the uses of any resource asset acquired under the Executory Interest Holder's grant to uses or purposes not consistent with the purposes of RSA chapter 227-M shall be permitted. The sale, transfer, conveyance, or release of any resource asset from public trust is prohibited, in accordance with RSA 227-M, except as provided in RSA 227-M:13.

The monies needed to acquire this Conservation Easement and cover a portion of the project expenses have been provided to the Grantee through three separate grants totaling \$ _____ provided by the following funders (herein after the "Funders") in the amounts and percentages of said total grants listed herein, the New Hampshire Land and Community Heritage Investment Authority (LCHIP) (\$ _____ ÷ \$ _____ = _____%), New Hampshire Department of Environmental Services' Water Supply Land Protection Grant Program (NH DES WSLP) (\$ _____ ÷ \$ _____ = _____%), and the New Hampshire Department of Environmental Services' Aquatic Resources Mitigation Program (ARM) (\$ _____ ÷ \$ _____ = _____%). The Property shall be managed consistent with the terms of this Conservation Easement. In the event that the Conservation Easement interest in the Property is converted to other non-conservation uses, condemned or extinguished, each of the forgoing Funders shall be entitled to its percentage of the net proceeds payable to the Grantee resulting from any such conversion, condemnation or extinguishment based upon their percentage of said \$ _____ dollar grant funding. The foregoing does not prohibit the assignment of the Property or this Easement to any qualified entity as described in the Section "Benefits, Burdens" below.

the**CONSERVATION EASEMENT** (herein referred to as the "Easement") hereinafter described,

- 1) with respect to that certain area of land (herein referred to as the "Conservation Area") together with any and all buildings, structures, and improvements thereon, consisting of approximately 1,870+/- acres situated on Tower Hill Pond Road, Chester Turnpike and NH Route 28, so-called, in the Towns of Candia and Hooksett, New Hampshire, being real property identified as:

Town of Hooksett

Tax Map – 21, Lot 11 – 729.1 ac.

(Source deed recorded in Merrimack County Registry of Deeds at: Book 576, Page 543, Book 560, Page 546, Book 590, Page 375)

Tax Map – 21, Lot 46 – 35 ac.

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Town of Candia

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Tax Map – 413, Lot 85-4 – 1.1 ac.

(Source deed recorded in Rockingham County Registry of Deeds at: Book ____, Page __)

Tax Map – 413, Lot 51 – 91 ac.

(Source deed recorded in Rockingham County Registry of Deeds at: Book 1269, Page 211)

shown on a survey plan entitled “ _____,” by _____, dated _____, recorded as Plan # _____ at the Merrimack and Rockingham County Registries of Deeds (hereafter “Survey Plan”), more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

The Conservation Area includes the following recreational, educational, natural habitat, open space, scenic, forestry, water supply attributes protected by the terms of this Easement:

Wildlife Habitat - The proposed easement contains tremendous wildlife habitat including 224 ac. of Tier I (the highest quality habitat in the state), 389 ac. of Tier II (the highest ranked wildlife habitat in the region) and 720 ac. of Tier 3 (supporting habitat) wildlife habitat according to the state’s Wildlife Action Plan.

Water Resources - The 1,870 +/- acres of forest and wetlands surrounding Tower Hill Pond are all critical to maintaining the pristine water quality of Tower Hill Pond which is the drink water source for the City of Manchester. The proposed project will conserve 10,624 feet of undeveloped shoreline around Tower Hill Pond. Within the proposed project there are over 18,145 feet of intermittent & perennial streams including Maple Falls Brook. Lastly, there is approximately 190 acres of NWI wetlands on the property.

Recreation - The land is used extensively for recreations by the public and the proposed easement will guarantee that public access. There is an internal trail system of fire roads (more than 6 miles) that are used for mountain biking, hiking, dog walking and running. There are several state designated snowmobiles trails on the property and the pond itself is stock with trout and used by fisherman and kayakers.

Conservation Priority- The land ranks highly on the new *Merrimack Valley Regional Plan*. The land ranks highly on the new *Merrimack Valley Regional Plan*. The land abuts or is near other conservation lands including the 9,470-acre Bear Brook State Park. The proposed land is located between the MWW’s Clay Pond lands and approximately 6,000 acres of other land surrounding Lake Massabesic also owned by MMW.

Forest Resources - The property is nearly 85% forested with two dominate forest communities, appalachian-oak-pine and hemlock-hardwood-pine 82% of the property’s soils are ranked among the highest suitability category (Group I) for forest products MWW does in fact manage the land for its forest

resources, but it does so in a way to benefit water quality. Great pains are taken to ensure no erosion occurs during a harvest and riparian buffers are maintained at all times.

The conservation attributes and present conditions of the Conservation Area are further described and set forth in a Baseline Documentation Report which is on file with the Easement Holder and Landowner.

1. PURPOSES

The Easement hereby granted exclusively for the following conservation Purposes (herein referred to as the "Purposes") for the public benefit:

- A. The protection of the quality and availability of ground water and surface water resources on, under and adjacent to the Property, which serves as the public water supply for citizens of the greater Manchester area, and to prevent any development, construction, or use that will impair or interfere with the watershed conservation attributes of the Property; and
- B. The protection of the natural habitat or ecosystem of the Conservation Area and to prevent any use of the Property that will significantly impair or interfere with these conservation values; and
- C. The conservation and protection of open spaces, particularly the conservation of the productive forest land of which the Conservation Area consists, and the long-term protection of the Conservation Area's capacity to produce economically valuable agricultural and forestry products; and
- D. The scenic enjoyment of the general public as seen from Tower Hill Pond Road, Chester Turnpike and NH Rte. 27; and
- E. The protection of the Conservation Area and the Tower Hill Pond to which it provides access and on which it fronts for outdoor recreation by and/or the education of the general public.

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h) and with NH RSA 36-A:2& 4.

2. USE LIMITATIONS (Subject to the Section "Reserved Rights of Landowner" below)

The Property shall be maintained in perpetuity as open space subject to the following use limitations:

- A. There shall not be conducted on the Property any industrial or commercial activities, except agriculture and forestry (including timber harvesting) as described below, and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities.

i. Definitions:

- a. Forestry and Agriculture: For the purposes of this Easement, "agriculture" and forestry" shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing of food crops: or forest trees of any size capable of producing timber or other forest products; the construction of roads or other access ways for the purpose of removing forest products from the Property; and the sale of products produced on the Property (such as firewood and maple syrup), all as not detrimental to the Purposes of this Easement.
- b. Riparian Buffers: For the purposes of this Easement, "Riparian Buffers" shall be the areas within 100 feet of perennial streams and Significant Wetland Areas as defined below. A map entitled "Water Resources & Buffers" on file with the Grantor, the Grantee, and DES as part of the baseline documentation, designates the approximate locations of the Riparian Buffers. The Riparian Buffer edge shall be measured from the stream edge, measured from the edge of the normal high water mark. In cases where the top of the embankment is less than 50 feet from the stream edge, the riparian edge shall be measured from the top of embankment. In cases where wetlands surround the stream edge, the riparian edge shall be measured from the boundary of the upland edge of the wetland area.
- c. Significant Wetland Areas: For the purposes of this Easement, "Significant Wetlands" are those areas that by virtue of their unspoiled condition, unique physical or biological features, rarity, and/or exemplary nature have special value in a particular locale. This value is reflected in a high degree of functioning relative to its ecological integrity, wildlife and aquatic life habitat, flood storage, groundwater interactions, and/or sediment and toxicant attenuation, and special social values such as education, scenic quality, and recreation. Significant wetlands are typically identified and evaluated by wetland scientists, wildlife biologists, or Natural Heritage ecologists through fieldwork and/or high resolution aerial photograph interpretation. Significant wetlands include, but are not necessarily limited to:
 - I. Wetland communities or systems that are classified as exemplary due to their high quality as determined by their size, condition, and landscape context (that is, the condition of the surrounding landscape).
 - II. Wetland communities or systems that are classified as exemplary (S1 and S2) due to their rarity in the State of New Hampshire by the NH Natural Heritage Bureau (NHB). Rare wetland types need not be of high quality to qualify as exemplary, but they must be considered viable in light of their size, condition, and landscape context.
 - III. New Hampshire Wildlife Action Plan Tier 1 and Tier 2 wetlands.
 - IV. Wetlands providing habitat for Endangered, Threatened and Special Concern wildlife.

Examples of significant wetland types in New Hampshire include, but are not limited to cedar swamps, black gum swamps, exemplary natural communities tracked in the Natural Heritage Bureau (NHB) database, any wetland community

type ranked by the NHB as critically imperiled/or imperiled, bogs, fens (peat lands), and floodplain forests.

ii. Agriculture for industrial or commercial purposes shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sties and soils of the Property. Said agriculture shall not be detrimental to the Purposes of this Easement, nor materially impair the scenic quality of the Property as viewed from public roads, or public trails. Said agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire's Cooperative Extension Service, by the U.S. Department of Agriculture's Natural Resources Conservation Service, by the New Hampshire Department of Agriculture, Markets, and Food, including but not limited to recommended practices in said NH Department's "Manual of Best Management Practices (BMP's) for Agriculture in New Hampshire" as may be revised, updated, or superseded from time to time, or by other successor governmental natural resource conservation and management agencies then active.

iii. For the purposes of this Easement, forestry shall not be performed in forested wetland areas which is a wetland area dominated by trees or woody vegetation 20 feet or taller; or shall not be performed in significant wetland areas.

iv. For the purposes of this Easement, forestry within the Riparian Buffer as defined in Section 2.A.i.B. shall adhere to the following additional restrictions:

- a. No soil disturbance, tree cutting or removal shall occur and no herbicides or pesticides shall be used.
- b. No skid trails, log landings, or road construction, except in circumstances where complying with this provision may result in a greater overall environmental impact or would preclude reasonable access to areas suitable for forestry. Existing roads *and trails* as identified in the baseline documentation may be retained and used but must be maintained to minimize degradation of water quality and aquatic habitat.

v. For the purposes of this Easement, forestry within Significant Wetlands as defined in Section 2.A.i.C. shall adhere to the following additional restrictions:

- a. No soil disturbance tree cutting or removal shall occur and no herbicides or pesticides shall be used.
- b. No skid trails, log landings, or road construction, except in circumstances where complying with this provision may result in a greater overall environmental impact or would preclude reasonable access to areas suitable for forestry. Existing roads as identified in the baseline documentation may be retained and used but must be maintained to minimize degradation of water quality and aquatic habitat.

vi. Forestry for industrial or commercial purposes shall be performed, to the extent reasonably practicable, as hereinafter specified in accordance with the following goals, and in a manner not detrimental to the Purposes of this Easement.

- a. The goals are:
- protection of wetlands, riparian zones, and water quality;
 - maintenance of soil productivity;
 - protection of unique or fragile natural areas;
 - conservation of native plant and animal species;
 - maintenance or improvement of the overall quality of forest products;
 - conservation of scenic quality; and
 - protection of unique historic and cultural features.
- If forestry activities are performed, an acoustic survey shall be conducted prior to the harvest to determine the presence of Northern Long-eared bats, or to the extent reasonably practicable, harvest(s) should be conducted between September 30 and April 15, to take into consideration habitat and for the Northern long-eared bat and in a manner not detrimental to the Purposes of this Easement?????*
- b. Such forestry for industrial or commercial purposes shall be performed in accordance with a written forest management plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee. Said Plan shall have been prepared not more than ten years prior to the date any harvesting is expected to commence, or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to said date.
- c. At least thirty (30) days prior to harvesting, Grantor shall submit to Grantee a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that such forest management plan has been prepared in compliance with the terms of this Easement. Upon request by the Grantee, the Grantor shall submit the plan itself to Grantee within ten (10) days of such request, with Grantee's acknowledgment that the plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.

d. Forestry Management Planning

- I. Timber harvesting with respect to such forestry shall be conducted in accordance with said plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
- II. Riparian buffers shall be marked in the field by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee prior to timber harvesting.
- III. Such forestry shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted

best management practices for the sites, soils, and terrain of the Property. For references, see “Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire 2004”, and “Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire” (Good Forestry in the Granite State Steering Committee, 2010), or similar successor publications.

e. The forest management plan shall include:

- I. Explanation of how significant wetlands, riparian areas, vernal pools, and soils will be protected in association with road construction, other soil disturbing activities, and the implementation of stand prescriptions;
- II. A statement of landowner objectives;
- III. A map showing soil types as determined by the U.S. Natural Resources Conservation Service, access roads, significant wetlands, vernal pools, and surface waters;
- IV. Forest type map showing stands related to the prescriptions provided in the Plan; and
- V. Prescriptions for each described stand, including commercial and non-commercial treatments;

and shall specifically address:

- the accomplishment of those Purposes for which this easement is granted;
- the goals in Section 2.A.vi.a. above; and
- Shall maintain an uncut buffer of 100 feet from the wetland edge as noted in the Riparian Buffer and Significant Wetland limitations, Section 2.A.iv.and 2.A.v.

B. Except as specifically provided for in Section 3 below, the Property shall not be subdivided, and none of the tracts which together may comprise the Property shall be conveyed separately from one another, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.

C. No structure or improvement shall be constructed, placed, or introduced onto the Property, except for structures and improvements which are: i) necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to roads, trails, dams, fences, utility lines, bridges, culverts, barns, maple sugar houses, farmstands, ponds or sheds; and ii) not detrimental to the Purposes of this Easement. The Grantor shall provide the Grantee with forty-five (45) days’ written notice prior to any construction of a permitted structure with a footprint exceeding two thousand (2,000) square feet. Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Property any of the

following structures or improvements: dwelling, residence, cabin, residential driveway, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, tower, storage trailer, or aircraft landing area.

- D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:
- i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and
 - ii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau, the New Hampshire Fish and Game Department, or the agency then recognized by the State as having responsibility for identification and/or conservation of such species and/or natural communities; and
- E. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, or as necessary for public safety, and in any case provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed sixteen (16) square feet in size, and no sign shall be artificially illuminated.
- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to and consistent with the provisions of Sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- G. There shall be no dumping, disposal, injection, burning, or burial on the Property of man-made materials or materials then known to be environmentally hazardous. Further, no such materials shall be stored or applied on the Property except in conjunction with any of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such uses are not detrimental to the Purposes of this Easement.
- H. Except as specifically provided for in Section 3, below, no rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- I. The Property shall not be posted against, the Grantor shall hereby convey to the public, access to and use of the Property for such, non-wheeled, pedestrian, non-commercial, outdoor recreational and outdoor educational purposes as will have minimal impact on the Property, such as but not limited to hiking, wildlife nature observation, cross-country skiing, fishing, and hunting, but the Grantor shall not be required to keep the Property open to the public for camping or snowmobiles. The Grantee shall be under no duty to supervise said public access or use. Said public access is subject to the following restrictions:

- i. The Grantor reserves the right to post portions of the Property against public access to: agricultural cropland during the planting, growing, or harvesting season; lands actively used by livestock; and forestland during establishment of plantations, harvesting, or other active forest management operations such as planting and thinning of trees and construction or maintenance of woods roads.
 - ii. Subject to prior approval in writing by Grantee and the Grantor reserves the right to limit or prohibit public access to and use of any portion of the Property for an appropriate period of time to halt problematic or abusive uses or behaviors by said public. Said problematic or abusive uses or behaviors may include, but are not limited to, loitering, partying or other large gatherings of people, noisy activities, making of fires or development of unauthorized trails or structures. Grantor may post all or any portions of the Property for the communication of the restrictions or limitations contained in or established under this Section.
- J. The Grantor shall not use or grant permission for motorized vehicle use on the Property except for as necessary in the accomplishment of the forestry, agricultural, habitat management, law enforcement, *providing public drinking water*, and public safety, or conservation uses of the Property, provided that no use of motorized vehicles shall create impacts that are detrimental to the Purposes of this Easement. Notwithstanding the foregoing, the use of snowmobiles as defined in RSA 215-A:1, XIII may be allowed if they are operated:
- a. Only on snow and ice outside the sanitary protective area of public water supply well(s);
 - b. More than two hundred fifty (250) feet from a surface water body being used as a public water supply;
 - c. More than 100 feet from tributaries contributing to such water bodies; except when crossing such tributaries; and
 - d. Only on designated snowmobile trails depicted on a plan approved by the Grantee and Department of Environmental Services in accordance with Env-Dw 1002.20.
- K. There shall be no use of the Property to meet open space requirements of any land use regulation process.

The intent of the Grantor and Grantee is to permit all other uses of the Property that are not inconsistent with the Purposes of this Easement, such inconsistency as determined by the Grantee and that are not expressly prohibited herein.

3. **RESERVED RIGHTS OF LANDOWNER**

- A. **Drinking Water Production and Sale** -The Grantor reserves the right to use and manage the Property for the purpose of drinking water production and sale, including:
- a. To implement best watershed management and protection practices, and to adapt and improve such practices as information and technology change; and
 - b. To manage the soils and plant and animal species to protect the biological integrity of the Massabesic watershed, including the management and maintenance of lake/pond

levels, natural water flows and infiltration rates, runoff characteristics, and temperatures, and to minimize erosion of soil; and

- c. To manage unauthorized activities in the watershed, such as unauthorized swimming and disposal of waste and hazardous materials; and
- d. To obtain access to, control, treat, manage, withdraw and monitor the waters of Tower Hill Pond; and
- e. To install, maintain, monitor and replace water works structures, piping, and ancillary improvements such as roads, utilities, security facilities, fences, drainage systems and signs; and
- f. To erect and maintain signs and kiosks to provide information for watershed protection, educational or recreational purposes; and
- g. To post the *portions of* the Property against swimming, firearms, hunting, trapping, fishing, camping, motorized off-road recreational vehicles, pets, and any other activities determined by the Grantor to be detrimental to the efficient and safe operation of water supply facilities, and furthermore, to post the Property against public access to agricultural cropland during the planting and growing season; to lands while being grazed by livestock; and to forestland during harvesting or other forest management activities.
- h. To conduct operations pursuant to applicable emergency response plans; and
- i. To conduct activities, and to license other organizations to conduct activities, consistent with the Purposes of this Easement.

- B. **Outdoor Recreation and Educational Activities-** The Grantor reserves the right to conduct outdoor recreation and educational activities relating to drinking water supply, forestry, wildlife, wildlife habitat and other environmental issues on the Property, including but not limited to events, demonstrations, classes, studies, experiments, tours, field trips and other events of an educational nature; provided that no permanent structures shall be placed or constructed on the Property with respect to such activities and that any such activities and any temporary structures erected or placed thereon shall not be detrimental to the purposes of this Easement. Additionally, the Grantor reserves the right to collect reasonable fees for providing said outdoor recreation and educational activities relating to drinking water supply, forestry, wildlife, wildlife habitat and other environmental issues on the Property.
- C. **Trails** -The Grantor reserves the right to build and maintain paved and unpaved trails, fire roads, access roads, *boat access points*, and paved and unpaved parking facilities on the Property for use by the Grantor and/or to serve low-impact recreational and educational use of the Property by the public, consistent with the Purposes of this Easement.
- D. **Signs** - Grantor reserves the right to erect informational kiosks and signs to guide the public's use of the Property
- E. **Public Restrooms-** The Grantor reserves the right to construct, maintain, and operate permanent and/or temporary public restrooms for educational and recreational users of the Property, consistent with the Purposes of this Easement. The Grantor must notify the Grantee in writing at least thirty (30) days before constructing new permanent public restrooms.

- F. **Recreational and Educational Structures** - The Grantor reserves the right to build and maintain structures (including informational kiosks and signs) for the purpose of wildlife observation, such as bird blinds, to serve low-impact recreational and educational use of the Property by the public, consistent with the Purposes of this Easement. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of this aforesaid reserved right.
- G. **Trash and Recycling Receptacles**- The Grantor reserves the right to maintain trash and recycling receptacles on the property,
- H. **Motorized Vehicles and Equipment**-The Grantor reserves the right to use motorized vehicles and equipment for its maintenance of facilities and patrol of the Property to enforce its rules for public use of the Property and protection of the water supply, and to enforce applicable regulation of public use of the Property, including but not limited to rules of the Board of Water Commissioners and the NH Department of Environmental Services.
- I. **Additional Recreational Uses and Trails** - The Grantor reserves the right to allow horseback riding, biking and snowmobile riding on designated trails that currently exist or newly created trails, subject to section 2.I and 2.K. above.

4. NOTIFICATION OF TRANSFER, TAXES, & MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing within ten (10) days of the transfer of title to the Property or any division of ownership thereof permitted hereby, including any change in Trustee for Property held in trust.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS & BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization: has among its purposes the conservation and preservation of land and water areas; agrees to and is capable of protecting the conservation purposes of this Easement; and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

6. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

- B. To facilitate such inspection and to identify the Property as conservation land protected by the Grantee, the Grantee shall have the right to place signs, each of which shall not exceed twenty-four (24) square inches in size, along the Property's boundaries.

7. RESOLUTION OF DISAGREEMENTS

- A. The Grantor and the Grantee desire that issues arising from time to time concerning the interpretation of the provisions of the Easement, or any use or activity on the Property, will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any proposed or actual use, activity, or failure to take action (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and if the Grantor agrees not to proceed or continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own legal fees and other associated costs, and the costs of mediation shall be split equally between the parties.
- C. If the parties cannot agree upon the selection of a mediator, if all parties agree to bypass mediation, if any party refuses to participate in or continue with mediation, or if the parties are unable to resolve the disagreement, the disagreement shall be submitted to binding arbitration in accordance with New Hampshire RSA 542 as may be amended from time to time. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement. Each party shall pay its own legal fees and other associated costs, and the costs of arbitration shall be split equally between the parties.
- D. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some use, activity, or failure to take action of the Grantor or of a third party is causing irreparable harm or damage to the Property, or creates an imminent threat of same, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to: cause the cessation of any such damage or harm or threat of same; enforce the terms of this Easement; enjoin any violation by permanent injunction; and require the restoration of the Property to its condition prior to any

breach.

8. **BREACH OF EASEMENT – EASEMENT HOLDER’S REMEDIES**

- A. **Notification by Easement Holder.** If the Easement Holder determines that a violation or breach of this Easement has occurred (which together shall hereinafter be referred to as “breach”), the Easement Holder shall notify the Landowner in writing of such breach and demand corrective action to cure the breach and, where the breach involves damage, disturbance, or harm (hereinafter referred to as “damage”) to the Conservation Area, to restore the portion of the Conservation Area so damaged to its prior condition.
- B. **Performance by Landowner.** The Landowner shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Landowner shall promptly notify the Easement Holder of its actions taken hereunder.
- C. **Failure by Landowner.** If the Landowner fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Easement Holder may undertake any actions, in the Landowner’s name, that are reasonably necessary to repair any damage or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Conservation Area to the condition that existed prior to any such damage.
- D. **Easement Holder’s Remedies.** If the Easement Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to any conservation attribute of the Conservation Area, the Easement Holder may pursue its remedies under this Section, “Breach of Easement...,” without prior notice to the Landowner or without waiting for the period provided for cure to expire.
- E. **Damages.** The Easement Holder shall be entitled to recover damages from the party directly or primarily responsible for the breach or for damage to any conservation attributes protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Conservation Area. Without limiting the Landowner’s liability therefor, the Easement Holder, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Conservation Area.
- F. **Easement Holder’s Rights Additive.** The Easement Holder’s rights under this Section, “Breach of Easement...,” are in addition to the provisions of the above Section “Resolution of Disagreements,” which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Easement Holder’s rights hereunder.
- G. **Imminent Danger.** The Landowner and the Easement Holder acknowledge and agree that should the Easement Holder determine, in its sole discretion, that conservation attributes protected by this Easement are in immediate danger of irreparable damage, the Easement Holder may seek the injunctive relief described in the above Subsection, “Failure by Landowner,” both prohibitive and mandatory, in addition to such other relief to which the Easement Holder may be entitled, including specific performance of the terms of this Easement, without the necessity of proving

either actual damages or the inadequacy of otherwise available legal remedies. The Easement Holder's remedies described in this Section, "Breach of Easement...", shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

H. **Costs.** Provided that the Landowner is directly or primarily responsible for the breach, all reasonable costs incurred by the Easement Holder in enforcing the terms of this Easement against the Landowner, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Landowner's breach of this Easement shall be borne by the Landowner; and provided further, however, that if the Landowner ultimately prevails in an enforcement action, each party shall bear its own costs. Notwithstanding the foregoing, if the Easement Holder initiates litigation against the Landowner to enforce this Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Easement Holder to reimburse the Landowner's reasonable costs and reasonable attorney's fees in defending the action.

I. **Forbearance by Easement Holder.** Forbearance by the Easement Holder to exercise its rights under this Easement in the event of any breach of any term hereof by the Landowner shall not be deemed or construed to be a waiver by the Easement Holder of: such term or any subsequent breach of the same; any other term of this Easement; or any of the Easement Holder's rights hereunder. No delay or omission by the Easement Holder in the exercise of any right or remedy upon any breach by the Landowner shall impair such right or remedy or be construed as a waiver. The Landowner hereby waives any defense of laches or estoppel.

J. **Causes Beyond Landowner's Control.** Nothing contained in this Easement shall be construed to entitle the Easement Holder to bring any action against the Landowner for any damage to, or change in, the Conservation Area, or to any person, resulting from causes beyond the Landowner's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Landowner under emergency conditions to prevent, abate, or mitigate significant damage to the Conservation Area or to any person resulting from such causes. The Easement Holder and the Landowner reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement, and, further, prior to either party taking any such separate action, the Easement Holder and Landowner shall first discuss with one another opportunities for taking collective action.

9. **NOTICES**

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested, or by prepaid overnight delivery service providing a signed receipt for delivery, to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

10. **SEVERABILITY**

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

11. ENVIRONMENTAL RESPONSIBILITIES

Nothing in this Easement shall be construed as giving any right or ability to Grantee to exercise physical or managerial control of any of Grantor's activities on the Property, except for Grantee's rights and responsibilities related to the monitoring of the Property and enforcement of this Easement, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended ("CERCLA"), or of any other federal, state, or local law or regulation making operators of property responsible for remediation of contamination.

12. EXTINGUISHMENT & CONDEMNATION

A. **Extinguishment.** The Grantor acknowledges that at the time of the conveyance of this Conservation Easement to the Grantee, this Conservation Easement gives rise to real property rights, immediately vested in the Grantee. If a change in conditions takes place which makes it impossible or impractical for the continued protection of the Property for conservation purposes and the restrictions contained herein are extinguished by judicial proceeding, the parties agree upon a subsequent sale or exchange of the Property, the Grantee shall be entitled to a portion of the net proceeds equal to the proportionate value of the Conservation Easement relative to the fair market value of the Property as a whole (or in the event that the Property is exchanged, the Grantee shall be entitled to an equivalent amount at the time of such exchange). The values of the interests of the Grantor, the Grantee and each Funder shall be determined by an appraisal prepared by a qualified appraiser at the time of extinguishment. By virtue of the grant funding provided for the purchase of this Conservation Easement and to the provisions set forth in the Grant Agreements of each Funder, each Funder shall be entitled to its percentage of the net proceeds payable to the Grantee resulting therefrom. Each of the said Funders may consent to or require the Grantee's use of its portion of the proceeds to acquire other land or interests in land of equal monetary or resource value. The Grantee shall use its share, if any, of the proceeds in a manner consistent with the conservation Purposes of this Conservation Easement.

B. **Condemnation.** Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. In such event, the proceeds shall be divided between the Grantor and the Grantee and each said Funder in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Property condemned. The values of the interests of the Grantor, the Grantee, and each Funder shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation. By virtue of the grant funding provided for the purchase of this Conservation Easement and to the provisions set forth in the Grant Agreements of each Funder, each Funder shall be entitled to a portion of the net

proceeds payable to the Grantee pursuant to percentage of the funds provided to purchase the Conservation Easement and project expenses documented herein. Each of the Funders may consent to or require the Grantee's use its portion of the proceeds to acquire other land or interests in land of equal monetary or resource value. The Grantee shall use its share, if any, of the proceeds in a manner consistent with the conservation Purposes of this Conservation Easement.

- C. As required by NH RSA 486-A:13, any release of the Property, or portion thereof, from the public trust in order to be converted to a use not permitted under the terms of this Easement or due to termination of the Easement shall be subject to the provisions of NH RSA 486-A:13 and Section 14 of this Easement and shall be undertaken according to the requirements of NH RSA 486-A:13. When the requirements of NH RSA 486-A:13 and *Section 13* conflict, the requirements of NH RSA 486-A:13 shall apply.

14. GRANT AGREEMENT

This Conservation Easement was acquired in part with funding received by the Grantee from the Funders. All present and future uses of the Property are and shall remain subject to the terms and conditions described in each of the Grant Agreements of the Funders, signed by the Grantee and to the other administrative requirements of the applicable grant funding programs.

15. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that: the conservation purposes of this Easement are not diminished thereby; a public agency or qualified organization described in the Section "Benefits & Burdens," above, accepts and records the additional easement; and Grantor has given advance written notice, including copy of proposed additional easement, to Grantee at least sixty (60) days prior to execution.

16. AMENDMENT

If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to: the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 or RSA 36-A:2 & 4, as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in said Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

17. ENTIRE AGREEMENT

This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, and agreements relating to this Easement, all of which are merged herein.

18. GOVERNING LAW & INTERPRETATION

This Easement shall be interpreted under and governed by the laws of the State of New Hampshire, and shall be liberally construed to effect the Purposes of this Easement.

19. THIRD PARTY RIGHT OF ENFORCEMENT

- A. If the Easement Holder ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Third Party Holder requesting such, then the notifying Third Party Holder shall have all the rights heretofore granted to the Easement Holder to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Easement Holder.
- B. The interests held by the Third Party Holder are assignable or transferable to any party qualified to become the Easement Holder's or Third Party Holder's assignee or transferee as specified in Section 7 above. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

20. SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of sovereign immunity by the State of New Hampshire, such immunity being hereby specifically reserved. If the interests held by the State of New Hampshire herein are assigned or transferred to a qualified party other than the State of New Hampshire or agency thereof, as allowed by Section 5, this provision 20 shall not apply to the assignee or transferee.

21. EXECUTORY INTEREST

- A. If the Grantee ceases to enforce the Easement conveyed hereby, or fails to enforce it within thirty (30) days after receipt of written notice from an Executory Interest Holder requesting such enforcement, delivered in hand or by certified mail, return receipt requested, then the Executory Interest Holder shall have the right to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee. In such circumstances, the Executory Interest Holder shall then also have the right to terminate the interest of the Grantee in the Property, subject to Grantee's right to dispute such enforcement, by recording a notice to that effect referring hereto in said Registry of Deeds and shall thereupon assume and thereafter have all interests, rights, authority, and responsibilities granted to and incumbent upon the Grantee of this Easement.
- B. Said Executory Interest Holder shall have reasonable access to the Property and all of its parts for such inspection as the Executory Interest Holder finds necessary to determine compliance with and enforce the terms of this Easement, to exercise the rights conveyed by this Easement, to carry out the

duties assumed by the Executory Interest Holder, and to maintain boundaries if the Executory Interest Holder desires.

C. In the circumstance of the preceding paragraph A, or in the event the Grantee acquires the underlying fee interest in the Property, the Executory Interest Holder shall then also have the right to terminate the Easement interest of the Grantee in the Property, after providing written notice to the Grantee, by recording a notice to that effect in said Registry of Deeds referring hereto. The Executory Interest Holder shall thereupon assume and thereafter have all interests, rights, responsibilities and duties granted to and incumbent upon the Grantee in this Easement.

D. The interests held by the Executory Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in the Section "Benefits & Burdens" above. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

The Easement Holder, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Easement Holder, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

CITY OF MANCHESTER

By _____
Name: Ted Gatsas

Title: Mayor
Duly authorized

**THE STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Ted Gatsas, Mayor of the City of Manchester.

(check box that applies and complete blank line, if any):

- My personal knowledge of the identity of said person OR
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me OR
- The following identification documents: _____ (driver's license, passport, other).

Notary Public/Justice of the Peace

My Commission Expires: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

ACCEPTED BY SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS

By: _____

Title: _____
Duly Authorized

Date: _____

STATE NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on this _____ day of _____, 2016 by _____ on behalf of the Society for the Protection of New Hampshire Forests. The identity of the subscribing party was determined by

(check box that applies and complete blank line, if any):

- My personal knowledge of the identity of said person OR
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me OR
- The following identification documents: _____ (driver's license, passport, other).

Notary Public/Justice of the Peace

My Commission Expires: _____

ACCEPTED OF THIRD PARTY HOLDER ACCEPTED BY THE STATE OF NEW HAMPSHIRE on this ____ day of _____ 2016:

By: _____
Thomas Burack, Commissioner
New Hampshire Department of Environmental Services

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

On this ____ day of _____, 2016, before me personally appeared **Thomas Burack**, Commissioner of the New Hampshire Department of Environmental Services and duly authorized, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his free act and deed for the purposes therein contained.

- My personal knowledge of the identity of said person **OR**
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
- The following identification documents: _____ (driver's license, passport, other).

Notary Public/Justice of the Peace

(Printed Name, above)
My Commission Expires: _____

**ACCEPTED BY EXECUTORY INTEREST:LAND AND COMMUNITY HERITAGE
INVESTMENT PROGRAM AUTHORITY**

By _____
Dorothy Taylor, Executive Director
Its duly authorized agent

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this ____ day of _____, 2016, before me the undersigned officer, personally appeared Dorothy Taylor known to me (or satisfactorily proven) to be the authorized agent of the Land and Community Heritage Investment Program Authority and that being authorized so to do on behalf of such entity, executed the foregoing instrument for the purposes therein contained.

- My personal knowledge of the identity of said person **OR**
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
- The following identification documents: _____ (driver's license, passport, other).

Notary Public/Justice of the Peace

(Printed Name, above)
My Commission Expires: _____

APPENDIX A

The "Conservation Area" subject to this Easement is that certain parcel/area of land with any and all buildings, structures, and improvements thereonconsisting of approximately 1,870+/- acres situated on Tower Hill Pond Road, Chester Turnpike and NH Route 28, so-called, in the Towns of Candia and Hooksett, New Hampshire, shown on a survey plan entitled " _____," by _____, last revised _____, recorded at _____ at the _____ County Registry of Deeds (hereafter "Survey Plan"), and more particularly bounded and described as follows, with all bearings based on magnetic/grid/true north orientation [, and all distances being approximate/"more or less" unless otherwise noted]:

Town of Hooksett

Tax Map – 21, Lot 11 – 729.1 ac.

(Source deed recorded in Merrimack County Registry of Deeds at: Book 576, Page 543, Book 560, Page 546, Book 590, Page 375)

Tax Map – 21, Lot 46 – 35 ac.

(Source deed recorded in Merrimack County Registry of Deeds at: Book 938, Page 240)

Tax Map – 15, Lot 67 – 1.6 ac.

(Source deed recorded in Merrimack County Registry of Deeds at: Book _____, Page _____)

Tax Map - 15, Lot 95 – 0.5 ac

(Source deed recorded in Merrimack County Registry of Deeds at: Book 731, Page 184)

Town of Candia

Tax Map – 411, Lot 4 – 783 ac.

(Source deed recorded in Rockingham County Registry of Deeds at: Book 940, Page 390, Book 940, Page 78, Book 921, Page 248, Book 30, Page 940)

Tax Map – 412, Lot 1 – 148 ac.

(Source deed recorded in Rockingham County Registry of Deeds at: Book 2463, Page 761, Book 1409, Page 239, Book 1271, Page 211)

Tax Map – 412, Lot 2 – 2.6 ac.

(Source deed recorded in Rockingham County Registry of Deeds at: Book _____, Page _____)

Tax Map – 413, Lot 84 – 80 ac.

(Source deed recorded in Rockingham County Registry of Deeds at: Book 1265, Page 247)

Tax Map – 413, Lot 85-4 – 1.1 ac.

(Source deed recorded in Rockingham County Registry of Deeds at: Book _____, Page _____)

Tax Map – 413, Lot 51 – 91 ac.

(Source deed recorded in Rockingham County Registry of Deeds at: Book 1269, Page 211)

EXCEPTING AND RESERVING THEREFROM

SUBJECT TO

TOGETHER WITH

MEANING AND INTENDING to describe all and the same/a portion of the premises conveyed by Deed from _____, to _____, dated _____, recorded at said Registry at Book _____, Page _____.

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

The Committee on Lands and Buildings respectfully advises, after due and careful consideration, that the communication from Brenda Masewic Adams, Tax Collector, regarding bids for a West Mitchell Street Property has been received and filed.

(Unanimous vote with the exception of Alderman Pappas 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

*Brenda Masewic Adams, CTC
Tax Collector*



Deputy Tax Collector

*Terry Hodgman
Administrative Services Manager*

CITY OF MANCHESTER TAX COLLECTOR

Memorandum

DATE: May 23, 2016
TO: Committee on Lands and Buildings
FROM: Brenda Masewic Adams, Tax Collector
RE: Map 0686 Lots 0008 W. Mitchell St

**SEALED BID
MINIMUM ACCEPTABLE BID - \$5,200.00**

Per the recommendations of the Committee on Lands and Buildings, adopted by the Board of Mayor and Aldermen of the City of Manchester on March 1, 2016; I sent "highest offer" sealed bid invitations, along with Bid Specifications and Terms and Conditions of Sale (copies attached) on April 18, 2016 by certified mail, return receipt to the following abutters of Map 0686 Lot 0008, W. Mitchell St.

Matthew G. Raymond
Miguel A. Rivas
Wade D. and Michelle P. Yianakopolos
Us Bank NA

The Tax Collector's Office did not receive sealed bids from any of the abutters listed above.

I am available to answer any questions you may have.

cc: Thomas Clark, City Solicitor
Leon LaFreniere, Director of Planning & Community Development
Robert Gagne, Assessor

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

The Committee on Lands and Buildings respectfully advises, after due and careful consideration, that the communication from Michael Durant, President of the Manchester Regional Youth Hockey Association, regarding a proposal for redevelopment of the West Side Arena has been received and filed.

(Unanimous vote with the exception of Alderman Pappas 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 the Board of Mayor and Aldermen of the City of Manchester:

The Special Committee on Solid Waste Activities respectfully advises, after due and careful consideration, that the communication from the Environmental Programs Manager regarding automated trash collection has been received and filed.

(Unanimous vote with the exception of Alderman Hirschmann who voted in opposition)

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



Commission
Hal Sullivan
Rick Rothwell
Bill Skouteris
Toni Pappas
Patrick Robinson

CITY OF MANCHESTER
Department of Public Works

Kevin Cavanaugh
Chair, Special Committee on Solid Waste
Board of Mayor and Aldermen

June 20, 2016

Chairman Cavanaugh:

In preparation for the June 28th meeting of the Special Committee on Solid Waste, please find attached a one-page fact sheet on automated trash collection for Committee members. We look forward to providing a detailed presentation of our proposal at the meeting itself.

Sincerely,

Mark Gomez
Environmental Programs Manager



Why Automated Collection?

Converting the majority of DPW's trash collection operations to automated collection will achieve four primary goals:

1. Worker Safety
2. Better Neighborhood Aesthetics
3. Efficiency Gains
4. Enhanced Services



DPW driver testing automated vehicle

Worker Safety

- Refuse collector is the 4th most dangerous job in the country (US News & World Report); the City lost an average of 4,500 hours/year over the last three fiscal years to injuries
- Automated collection eliminates the most dangerous elements of trash pickup

Better Neighborhood Aesthetics

- Carts with hinged lids reduce incidental litter
- Carts eliminate unsightly trash placement

Efficiency Gains... Leading to Enhanced Services

- Fewer personnel needed to collect trash
- Personnel can be re-deployed to do more road repairs, illegal dumping enforcement, park maintenance, and sidewalk plowing



Trash from condominium complex with no carts



Trash from multi-family residence with carts

Partial Conversion of Curbside Trash Operations to Automated Collection



Mark Gomez
Environmental Programs Manager

What Is Automated Collection?

Automated Collection is the use of a **one-man garbage truck fitted with an automated arm** that:

- Grabs and empties trash carts
- Is controlled by the driver



City refuse truck driver tests out automated truck in north end

Automated trucks are **used throughout the country and in New England**:

- Nashua, NH
- Fall River, MA and Springfield, MA
- Manchester, NH (recycling collection by Pinard Waste)



Why Automated Collection?

Automated Collection provides multiple benefits:

- ✓ **Worker safety**
- ✓ **Better neighborhood aesthetics**
- ✓ **Efficiency gains leading to enhanced services**



Worker Safety

Automated collection will **reduce workplace injuries.**

- Refuse collector is the **fourth most dangerous occupation** in the United States (US News & World Report)
- An average of **4,503 hours per year are lost to injury** among City refuse collectors
- An average of **\$298,310 per year in workers comp claims** and related medical expenses were paid out to injured City refuse collectors over the last three fiscal years



We can eliminate the most dangerous aspects of refuse collection through automated collection.



Neighborhood Aesthetics

Trash carts **improve the look and feel of neighborhoods** on collection day.

Without Carts



With Carts



We can reduce incidental litter and ensure cleaner, tidier trash placement.

Efficiency Gains/Enhanced Services

Automated trucks will be operated by a single individual, allowing resources to be re-assigned to achieve a variety of goals:

- **Quicker road repairs**
- **Better compliance around illegal dumping**
- **More frequent trash/recycling/litter collection in parks**
- **Faster clearing of sidewalks during snow emergencies**



We can take advantage of efficiency gains to provide more services without increasing the budget.



What is the Plan?

The key components of our proposal are:

- Convert five of nine routes to automated collection
- Continue to use rear-load trucks along narrow streets and alleys with high population densities
- Require trash to be placed within City-approved carts
- Limit the number of carts any one property may place for collection



No layoffs or position eliminations – personnel are re-assigned to improve other City services



Timeline for Implementation

A number of tasks must be completed before automated collection trucks can be put into field operation:

- Develop and implement a **public outreach campaign**
- Purchase, take orders for and deliver **trash carts**
- Update **City ordinances**
- Purchase and receive delivery of **new trucks**
- **Training** for drivers and compliance personnel



Upon approval from the BMA, implementation will be phased in over 12 to 24 months.

Summary



Automated collection technology will:

- Reduce workplace injuries and associated costs
- Improve the aesthetics of neighborhoods
- Increase collection efficiency, allowing for enhanced public services
- Require that all trash be placed within approved carts
- Take 12 to 24 months to fully implement



Key Policy Decisions

If the Board proceeds with automated collection, the following policy questions will need to be answered:



- **Will customers be required to purchase carts or be given carts for free?**
- **How many carts may be placed for collection at any one property?**

Carts Sold or Free?

DPW has identified the following two options for making carts available to municipal customers:



- **OPTION A** – Carts are sold to all customers
- **OPTION B** – Carts are provided free to residential customers not currently required by ordinance to use carts

Option A – Carts Are Sold

Option A applies the existing ordinance policy for multi-family dwellings (3 or more units) to all customers:

- **Carts are sold**
- **Purchase price would include delivery**



Under Option A, no additional funding is required.

Option B – Carts Are Free

Option B would provide carts for free to residential properties not already required by ordinance to use carts.

- **Single-family and two-family homes** – eligible for one free cart per unit
- **Condos** – eligible for one free cart per unit, up to a maximum of six per complex
- **Multi-family dwellings (3 or more units)** – already required by ordinance to purchase carts
- **Businesses** – would be required to purchase carts



Under Option B, **\$1.25 million** will need to be allocated for carts (or approximately **\$150,000/yr, amortized** over ten years).



How Many Carts May Be Placed for Collection?

To minimize impacts to on-street parking, keep carts within available property frontage, and focus resources on residential customers, DPW recommends the following limits be placed:



- **Single-family and two-family homes** – up to two carts per unit
- **Condos** – up to two carts per unit, with a maximum of six per complex
- **Multi-family dwellings (3 or more units)** – up to two carts per unit, with a maximum of six per property
- **Businesses** – up to two carts per business, with a maximum of six per commercial or mixed-use property



Up to six recycling carts per property would be made available for free, such that the **total number of all carts eligible for collection at any one property would be twelve.**



Automated Collection: Safer for Workers, Cleaner for Neighborhoods, More Services for Residents

Q&A

Mark Gomez
Environmental Programs Manager
(603) 624-6444
mgomez@manchesternh.gov



July 20, 2016

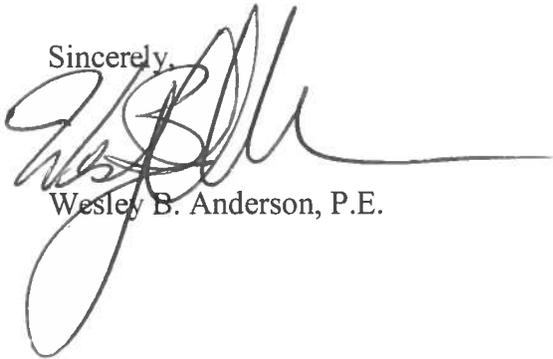
Mayor Theodore Gatsas
1 City Hall Plaza
Manchester, NH 03101

Subject: Resignation

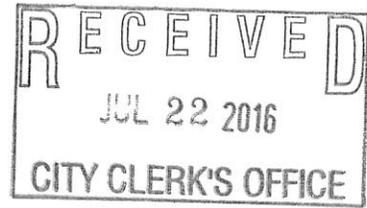
It is with deep regret that I tender my resignation as Central Fleet Services Director for the City. I have been offered and accepted a job with the City of Laconia as their Director of Public Works. My last working day with the City will be August 12, 2016.

I do not intend to take any vacation before my last day. I also will make myself available to meet with your new director when he or she is selected.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wesley B. Anderson', with a long horizontal line extending to the right.

Wesley B. Anderson, P.E.



July 22, 2016

Mayor Ted Gatsas
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Mayor Gatsas:

Please accept this letter as my resignation effective July 22, 2016 from the Manchester Housing and Redevelopment Authority. Due to my busy schedule I can no longer hold my position on the board as trustee.

Sincerely,

A handwritten signature in black ink that reads "Ben Gamache". The signature is fluid and cursive.

Ben Gamache



CITY OF MANCHESTER

Theodore L. Gatsas

Mayor

June 28, 2016

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

RE: REVISED Nominations

Dear Members of the Board:

Pursuant to Section 3.14 (b) of the City Charter, please find below the following nominations:

- (1.) Michael O'Donoghue to succeed Eric Kisak moving from an alternate to full member of the Planning Board term to expire May 1, 2019;
- (2.) Catherine Flinchbaugh to succeed Matthew O'Brien moving from an alternate to full member of the Planning Board term to expire May 1, 2019;
- (3.) Barry Lussier to succeed Michael O'Donoghue as an alternate member of the Planning Board term to expire May 1, 2017;
- (4.) Raymond Hebert to succeed Catherine Flinchbaugh as an alternate member of the Planning Board term to expire May 1, 2018;
- (5.) Daniel LeClerc to succeed himself as an alternate member of the Planning Board term to expire May 1, 2019;
- (6.) Peter Capano to succeed Nick Pappas (resignation) as a member of the Safety Review Board.

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

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6500
www.manchesternh.gov

Michael O'Donoghue
Manchester, NH 03101
Mobile: 603.703.1233
michael.odonoghue@ymail.com

Experienced executive accomplished in organizational change and development situations. Excels in business planning and establishing technology, policies, process development and performance monitoring capabilities to support continuous improvement.

Proven areas of expertise include:

- Cost Reduction and Profit Maximization
- Successful management of Operations and Business Organizations
- Technology/Business assimilation
- Architecture/Integration/Implementation of leading edge technology
- Strategic Planning/P&L Management
- Continuous Process & Performance Improvement
- Procurement and Contract management

10/2001 – 8/2009 **ES3, LLC.**(a \$200M Supply Chain Service Provider)

Senior Vice President and Chief Technology Officer

Responsibilities expanded from original role as Technology Leader to include operating responsibility for Warehouse and Transportation activities of the organization. Active senior executive with sister company C&S Wholesale Grocers(\$20B Grocery Wholesale Company) in the areas of technology and process for warehouse and transportation activities. Active member of ES3 Board of Directors.

- Member of founding executive team responsible for startup and operation of a technologically advanced Supply Chain Management Company designed to provide comprehensive Distribution Management solutions/services specializing in the Consumer Packaged Industry. As technology leader, responsibilities included architecture, acquisition, design/development and implementation of a comprehensive, integrated software portfolio supporting the entire business model from order acquisition through service execution and associate administrative functionality.
- Led design, development and implementation of industry first web browser based Warehouse Management System managing ES3 internal operations and Heinz national warehouse operations where ES3 provides 3PL services. Recognized by Food Logistics Magazine Top 100 Technology Providers.
Software Portfolio includes:
 - Proprietary Order Management
 - Proprietary Warehouse Management System
 - Wherenet for Yard Management solution
 - Lean Logistics provides Transportation Management Solution
 - Lawson Accounts Receivable, Accounts Payable, HRM, and General Ledger
- Implemented Internet based Customer access providing full order management capabilities and access to information related to their inventory, service levels, order status and KPI performance.
- Developed Product Offering and associated technology providing hosted customer specific DATAMART of ES3 managed transaction level data.

- Managed expansion of flagship warehouse facility increasing pallet positions to 240K.
 - Increased physical structure to 610k sq ft
 - Integration of 25 ASRS units and product conveyance automation
 - Upgrade of automation management software
 - Production implementation was accomplished over 18 hour period with no impact to customers
- Transportation operations consist of national freight management network with revenue of \$40M, management of 90 carriers and truckload volume of 80K.
- Active participant in the Customer Acquisition sales cycle.
- Active member of Design/Build group during the 3rd phase of expansion which included:
 - Expansion of current York Facility
 - Evaluation/Procurement of Automated Case Selection Solution
 - Develop Network/Operation Management approach
- Warehouse operations consists of national network of 8 facilities, 280M cases shipped, 3.2M sq ft.
 - Flagship facility is largest automated grocery facility in the world, 600M sq ft, 240 pallet positions, 25 robot storage units, weekly throughput of 3M cases.
- Implemented programs of continuous systematic improvement to internal systems combined with comprehensive review of operational and system processes resulting in the following efficiencies.
 - Production environment system availability of 99.98%
 - Robotics availability of 97% including scheduled maintenance
 - Product thru put capacity improvement of 5%
 - Nationwide transportation On time service performance of 98%
 - Freight Margin improvement to 8% thru carrier management
 - YOY Operating Case Cost improvement of 3%.
- Member of C&S Executive Steering Committees for the following strategic initiatives:
 - Reengineering Warehouse Operations practices, processes and associated software developing standard operating procedures throughout warehouse network. Included development and implementation of Labor Management Standards and associated software.
 - Restructure Transportation organization and operation including selection of Integrated Corporate Transportation Management System. Specific emphasis placed on asset management thru continuous move and increased backhaul initiatives.

01/91 – 10/2001 **Matlack Systems, Inc. Wilmington Delaware** (Matlack was the 3rd largest bulk transportation company with revenue of \$200M and locations throughout the US and Canada)

Vice President of Information Systems

Responsible for providing direction and strategy associated with Corporate-wide information and telecommunication services. Active participation as member of the Executive Council to ensure alignment of system initiatives and business goals. Additional areas of responsibility included Corporate Marketing, Customer Service and Direct Sales.

- Served as Chief Technology Officer of Bulklogix, internet based startup company providing collaborative supply chain management solutions for the Chemical Industry.
- Directed the acquisition and implementation of a Client/Server based Service Management Product used to control nationwide transportation services. This product replaced proprietary mainframe and midrange systems, significantly enhancing our ability to manage the planning and execution associated with transportation services to our customers. Full utilization resulted in service level improvements of 37% and increased asset utilization of 24%.
- Directed the acquisition and implementation of a Client/Server based ERP system supporting General Ledger, Accounts Receivable, Accounts Payable, Asset Management, Payroll and Human Resource functions. Conversion from a mainframe environment was completed in four months.
- Responsible for the creation, staffing and strategic direction of a Customer Service Department supporting both internal and external customers.
- Responsible for the creation, staffing and strategic direction of a Telemarketing Department Growing revenue from \$8M to \$15M over a two year period.
- Managed Corporate Marketing program and organization headed by Vice President of Marketing.
- Developed and executed business plan to provide information system support for seven subsidiary companies. It involved both acquisition and development of systems supporting activities in the areas of rail to truck transfer operations, equipment leasing, depot services, hazardous waste van operations, and total distribution logistics outsourcing services.
- Developed and executed business plan to move from an outsourced IS operation. This effort included developing/acquiring the necessary infrastructure of personnel, hardware, software and telecommunication capabilities to support a nationwide transportation business with no impact to daily operations.

04/82 – 01/91 **CSX Technology** (A Unit of CSX Corporation, an \$8B transportation company offering rail, barge, ocean, and associated auxiliary services)

Director of Systems Development (01/89 – 01/91, Jacksonville, FL)

Participated in the design, development and presentation of Corporate Level System Architecture to support a new CSX Business Unit combining the intermodal operation of Sea-Land and CSX Transportation.

- Directed implementation of Corporate Service Order Entry/Reservation system used to manage customer service requests and CSL vendor activity associated with providing intermodal transportation.
- Implemented an optimization module to maximize drayage operations for CMX trucking (CSL Drayage Arm), providing incremental operating efficiencies of 37%.
- Implemented a multiplatform Customer Support System providing consolidated Multimodal Customer Order information in a real time environment.

Director of Systems Development (04/86 – 01/89, Baltimore, MD)

Responsible for development and implementation of new IS systems and organizational strategies associated with the merger of Chessie and Seaboard Railroad information support activities.

- Directed implementation of a centralized System36 based network to provide office automation and communication support for nationwide CSX sales force.
- Directed design, development and implementation of 'Mercury', a microcomputer product providing customer access to service related information in a real time environment.
- Responsible for providing coordination and implementation for all Electronic Data Interchange (EDI) initiatives for CSX Technologies that included support for Transportation, Purchasing, Banking, Warehousing and Administrative transaction standards.

Director of Subsidiary Services (05/83 – 04/86, Jacksonville, FL). Responsible for identifying and implementing system initiatives to provide Information Systems support for CSX subsidiaries. Major Clients and accomplishments outlined below:

Chessie Motor Express: provided truck transportation services for CSX intermodal customers.

- Implemented a Freight Accounting and Control system used to provide control of traffic movement as well as provide associated system support such as billing, receivables, agent settlement, and other support interfaces.
- Implemented full Financial system support including payroll, Accounts Receivable, Accounts Payable and General Ledger.

Fruit Growers Express: Manufactured and Maintained refrigerated railcars.

- Implemented an Inventory Control System that included EDI purchasing capabilities using ANSI transaction
- Managed time-sharing support environment for administrative functions such as customer invoicing, accounts receivable, account payable.

Total Distribution Services, Inc: provided public warehousing, rail transfer of automobiles and bulk products for CSX customers.

- Designed, developed and implemented a Public Warehouse Management System that included full suite of EDI capabilities.
- Directed development and implementation of a Rail Automobile Facility Management system to inventory and control the off-loading of automobiles from rail to final dealer delivery. Capabilities included EDI event reporting using auto industry standards.

System Engineer (04/82 – 05/83)

Responsibilities included design, development, and implementation of company-wide standards and procedures along with associated systems and organization to deliver consistent and reliable production operation environment.

04/79 – 04/82 University of South Carolina, Columbia, SC. Computer Services Division

Responsibilities included providing systems development and support for the regional facilities within the USC network. Additional support activities included public relations associated with student recruitment for the university, consulting engagements, and liaison activities between this community and the different groups within CSD that provide services to the remote sites.

Education:

1980 Masters of Business Administration - University of South Carolina

1975 Bachelor of Arts - Psychology - University of South Carolina

Commission Name: Planning Board

Name: Michael O'Donoghue

Address: 555 Canal St. Apt 1501
Manchester, NH 03101

Phone: 703-1233

E-mail: Michael.odonoghue@ymail.com

Department Head: Pamela Goucher

Catherine J. Flinchbaugh
115 North Adams Street
Manchester, NH 03104

July 24, 2015

Hon. Theodore Gatsas, Mayor
City of Manchester
One City Hall Plaza
Manchester, NH 03101

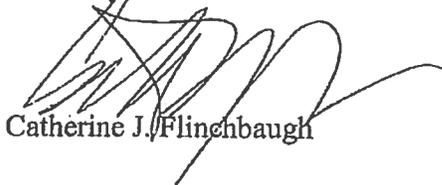
Re: Request for Nomination to Manchester Planning Board

Dear Mayor Gatsas,

I write to express my sincere interest in serving on the Manchester Planning Board. As a Manchester resident of five years, I have come to know the City well and to enjoy living here. I would like to become more involved in the Manchester community, and I recently became aware of a vacancy for an alternate position on the Planning Board. Please accept this letter and my attached resume as my respectful request for a nomination to fill that vacancy.

Please feel free to contact me, either by phone at (802) 356-3210 or by e-mail at cflinchbaugh@gmail.com. Thank you for your consideration.

Sincerely,



Catherine J. Flinchbaugh

Commission Name: Planning Board
Name: Catherine Flinchbaugh
Address: 115 N. Adams Street
Manchester, NH 03104
Phone: 802 - 356-3210
E-mail: cflinchbaugh@gmail.com
Department Head: Pam Goucher

Catherine J. Flinchbaugh

115 North Adams Street • Manchester, New Hampshire • cflinchbaugh@gmail.com • (802) 356-3210 (o)

EDUCATION

Vermont Law School, South Royalton, Vermont

Juris Doctor, *magna cum laude*, May 2008

- Notes Editor, *Vermont Law Review*
- Recipient, Academic Excellence Award: Immigration Law; South Royalton Legal Clinic; and Employment Law
- Member, Trial Advocacy Moot Court Team
- Teaching Assistant, Civil Procedure (Spring 2007)

Kansas State University, Manhattan, Kansas

Bachelor of Science, *cum laude*, History, May 2005

- Academic Honors, 4 of 8 semesters
- Honoraries: Phi Kappa Phi & Golden Key International Honor Society
- Member and Alumni Relations Chair (2003), Pi Beta Phi Fraternity

EXPERIENCE

New Hampshire Public Defender, Concord, New Hampshire

Staff Attorney, August 2010–present

- Represent indigent clients accused of criminal and juvenile offenses in the NH Circuit Courts, Family Courts, Superior Courts, and Supreme Court; appear before the NH Adult Parole Board on behalf of parolees; mentor legal interns; review the representation of clients for conflicts-of-interest; updated sections of the NH Public Defender Practice Guide; and prepared and presented a program-wide training to over 100 lawyers.

New Hampshire Superior Court, Nashua, New Hampshire

Law Clerk, August 2008–August 2010

- Researched and drafted legal orders on criminal, civil, and equity matters; provided in-court assistance to judges; participated in daily discussions with judges regarding legal issues; and assisted court staff with administrative needs.

South Royalton Legal Clinic, South Royalton, Vermont

Student Clinician, Fall 2007

- Represented clients in juvenile and immigration matters under supervision of staff attorneys, provided limited legal information to low-income members of the community faced with civil legal issues, performed legal research, and drafted memoranda.

New Hampshire Public Defender, Stratham, New Hampshire

Legal Intern, Summer 2007

- Performed legal research, drafted motions, interviewed clients, collaborated with NHPD investigators, attended trials and appellate arguments, participated in strategy conferences, and represented clients in misdemeanor cases under supervision of staff attorneys.

Office of Kansas Governor, Federal and Other Grants Program, Topeka, Kansas

Intern, Summer 2006

- Developed a statewide implementation plan to combat dating and domestic violence, sexual assault, and stalking. Each state was required to have such a plan in place in order to receive funding authorized by the Violence Against Women Act of 1994 and 2000.

INTERESTS

Horseback riding (Graduate and Life Member of United States Pony Club) and reading.

Barry Lussier
443 Stark Lane
Manchester, NH 03102
(603) 624-8589

Purpose: To offer my expertise in civil engineering as a member of the Manchester Planning Board

Experience:

CLD Construction Engineers, Inc.

Independent Civil Engineering Professional

Retired

Town of Dunbarton

Planning Board

Former member

Commission Name: Planning Board
Name: Barry Lussier
Address: 443 Stark Lane
Manchester, NH 03102
Phone: (603) 624-8589
E-mail: WhiteMTBoy@aol.com
Department Head: Pamela Faucher

Raymond R. Hebert
93 A Street
Manchester, NH 03102
(603) 231-4945

December 1, 2015

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

Attention: Mayor Ted Gatsas

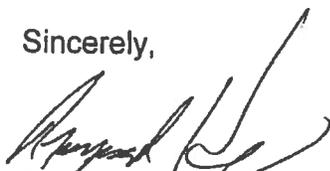
Planning Board Position

Ted, I am very interested in becoming a fulltime member on the Planning Board and not an alternate. My chairmanship on the Highway Commission will be completed in January 2016.

If at this time there are no fulltime spots I understand and would like to remain a consideration should a spot become available.

Best wishes to you and your family for a happy and healthy holiday season.

Sincerely,


Raymond R. Hebert

Commission Name: Planning Board
Name: Raymond Hebert
Address: 93 A Street
Manchester, NH 03102
Phone: 231-4945
E-mail: Ray@Longchampselectric.com
Department Head: Pamela Garver

Raymond R. Hebert

93 A Street
Manchester NH 03102

Phone 603-623-2125
Office 603-625-5954

~~~~~  
Position Objective - Electricians Board

Education -

1982 - 1984 N.H. Vocational Technical College,  
Manchester NH  
Associates Degree in Applied Science of  
Industrial Electricity

1979 West High School, Manchester NH

Professional Licenses -  
NH Master Electrician License # 7806 M  
MA Master License # 1093 M  
VT Master License # 5305 M  
ME Master License # MS600 20326

Work Experience -

1990 to present Longchamps Electric Inc, Manchester NH  
Lead Salesman and Chief Estimator

1982 - 1990 Joel Electric, Manchester NH  
Worked my way up the ladder from  
Apprentice to Electrician to  
Service Manager to General Manager

1979 - 1982 Schwartz Motor Transportation  
Manchester NH  
Truck Driver / Press Operator

Boards -

Highway Commission, City of Manchester  
NH Dept of Safety, Electricians Board  
Trustee, Manchester Boys and Girls Club  
Treas, Electr Contractors Business Assn  
Bldg Board of Appeals, City of Manchester

References -

Gladly furnished upon request.

05-10-12

Daniel LeClerc  
88 President Rd.  
Manchester, NH 03103  
H-(603) 645-8526  
C-(603) 365-6006

## **Experience**

### **Journeyman, Massachusetts State Carpenter's Union**

1995 to Present: Responsible for layout, design, framing and constructing of commercial projects throughout Massachusetts and NH.

In April of 2015, I was hired to be the Business Representative/Organizer, for Carpenters Local 118, in NH

### **Apprentice/Journeyman, Excel Building Systems**

1991 – 1995: Worked non-Union as an apprentice, learning the metal framing/drywall trade.

In years prior to Excel, I worked in different facets of construction, and in many different restaurants, as a server, bartender, and manager.

## **Education**

### **Manchester Memorial High School**

1980: Graduated High School

### **New Hampshire College**

1982-83: Completed one semester in accounting/computer programming.

1983-85: Graduated with an Associates Degree in Building Construction.

2007: Completed a course in Blueprint Reading through the Union.

### Skills

My many years in the service industry have taught me how to deal with the public in general, as well as one on one. While I was at NHC, I took a class on public speaking, which is something that comes natural to me. I've been in construction, in one form or another, for over 30 years, and I think I can relate to anyone in the trades.

I also like to put things in order, whether it's time, tasks or people, organization is key.

### Community

#### Blessed Sacrament Parish

I am a member of the Parish Council, and do different ministries, including reading during masses, and liaison to the Food Pantry at the parish.

#### Granite State Organizing Project

I sit on the Executive Board of the GSOP, representing the Labor sector.

Commission Name: Planning Board

Name: Daniel Leclerc

Address: 89 President Rd.

Manchester, NH 03103

Phone: 603-8526

E-mail: Dj191862@gmail.com

Department Head: Pamela Garher

## Peter D. Capano, P.E.

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354 Ash Street • Manchester, NH 03104 • (603) 622-1031 • pscapano@comcast.net

### Education/Professional Associations

1978 BSCE – University of Maine  
Member- American Society of Civil Engineers

1983 Registered Professional Engineer- NH

### Professional Employment

May 2010 to Oct. 2013 Chief of Parks, Recreation, and Cemetery,  
*Department of Highways, City of Manchester, NH*

- Managed \$5 million budget for 40 employees
- Provided park maintenance, scheduled events, operated an 18-hole golf course, four pools, and two ice arenas, and maintained the grounds of 22 city schools, including athletic field preparation

August 1987 to May 2010 Chief Inspector, *Department of Highways, City of Manchester, NH*

- Performed contract administration and resident engineering for city

Sept. 1984 to August 1987 Construction Coordinator, *Underwood Engineering, Portsmouth, NH*

- Lead resident inspection on locally and federally funded civil projects

March 1979 to April 1984 Project Engineer, *Professional Services Group, Manchester, NH*

- Conducted I/I analyses and CSO studies in NH, Greater Boston, Newark, and NYC

### Volunteer Activities

Jan. 2012 to Sept. 2013 Gill Stadium Centennial Celebration – Co-Chair

Dec. 1994 to Jan. 2010 Manchester Planning Board – Mayor's Designee

Sept. 1999 to present Southern NH Planning Commission – Chairman September 2013

Oct. 2005 to Jan. 2010 NHPWA – Board of Directors

Commission Name: Safety Review Board

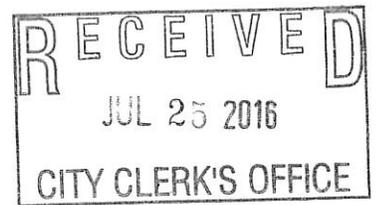
Name: Peter Capano

Address: 354 Ash Street  
Manchester, NH 03104

Phone: 622-1031

E-mail: pscapano@comcast.net

Department Head: Kevin O'Neil



**Welcoming Manchester Resolution  
Board of Mayor and Alderman**

Resolution Affirming Manchester, New Hampshire as a Welcoming City and to join the Welcoming America Initiative, to help unite our community and ensure that all are welcome in Manchester.

WHEREAS, fostering a welcoming environment for all individuals, regardless of race, ethnicity or place of origin, enhances Manchester's cultural fabric, economical growth, global competitiveness and overall prosperity for current and future generations; and

WHEREAS, Manchester has long been recognized as a hospitable and welcoming place where individuals, families and institutions thrive and the contributions of all are celebrated and valued; and

WHEREAS, Manchester is committed to continue building a welcoming and neighborly atmosphere in our community, where all people including immigrant newcomers are welcome, accepted and integrated; and to encourage all residents of Manchester to do their part in reaching out and welcoming all who live, work and visit Manchester; and

WHEREAS, community efforts that promote understanding and collaboration between long-time residents and foreign born community members are crucial in encouraging and ensuring a welcoming environment, such as Welcoming Manchester initiative; and

WHEREAS, Manchester encourages its business leaders, civic groups, other government agencies and community institutions and residents to join in a community-wide effort to expand prosperity and inclusion for all residents by implementing policies and practices that promote integration; and

NOW, THEREFORE, the Board of Mayor and Alderman does hereby recognize on this 2<sup>nd</sup> day of August Two Thousand and Sixteen, the Welcoming Manchester Initiative as helping to unite our community and proudly joins the Welcoming America Initiative as one of the many cities and municipalities that already are Welcoming Communities.

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

The Committee on Administration/Information Systems respectfully recommends, after due and careful consideration, that the resolution to participate in the Welcoming Cities initiative be approved.

*(Unanimous vote with the exception of Aldermen Shea and Katsiantonis who were absent)*

Respectfully submitted,



Clerk of Committee

**At a meeting of the Board of Mayor and Aldermen held October 6, 2015, on a motion of Alderman Shea, duly seconded by Alderman Katsiantonis, the report of the Committee was accepted as amended and its recommendations adopted.**



City Clerk



# CITY OF MANCHESTER

## Board of Aldermen



September 14, 2015

Committee on Administration and Information Systems  
Alderman Joyce Craig, Chair

Alderman Craig,

I'm requesting your committee review the attached Welcoming Cities initiative as it pertains to Manchester.

This initiative would enable us to initiate evidence based best practices that are currently being provided in other cities across the country. This collaboration would benefit Manchester in encouraging Small Business setups.

I'll be available to answer any questions you may have at your meeting.

Best,  
Alderman Pat Long



## **Commitment to Participate in the Welcoming Cities and Counties Project**

As representatives of Manchester, NH, we recognize that cities that proactively welcome newcomers and take steps to ensure their successful integration will be strategically positioned as globally competitive, 21st century leaders.

We therefore resolve to participate in the Welcoming Cities and Counties Project, and commit to taking the following initial steps toward creating an environment that is receptive to immigrants, and that unlocks the full potential of all members of the community:

- ✓ Advance a municipal proclamation or resolution declaring our locality to be a welcoming one.
- ✓ Find ways to institutionalize welcoming efforts through the adoption of policies and practices that promote inclusion within local government and the broader community.
- ✓ Join a cohort of cities and communities that have pledged to become more welcoming.
- ✓ Appoint at least one key municipal staff contact for the project.
- ✓ Participate in three conference calls each year to share and learn from promising practices from other Welcoming Cities and Counties.
- ✓ Participate in an annual in-person meeting with other participants.  
(Dependent upon available travel resources).



# 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

**Date:** July 12, 2016

**To:** Honorable Board of Mayor and Aldermen

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

**Subject:** Budget Transfer Request

The adopted FY 2017 Budget included an addition to the Contingency Line the sum of **\$71,000** for the hiring of an additional Code enforcement Inspector in the Planning & Community Development Department. This appropriation was subject to the approval of the Human Resources Committee, whose affirmative action was accepted by the full Board of Mayor and Aldermen at its meeting of June 28, 2016.

I have discussed this matter with the Finance Director who suggests I request transfer of the salary portion of the \$71,000 appropriation from Contingency to Planning & Community Development Salaries. In order to complete the recruitment and hiring process I would request a transfer of **\$43,516.12** as noted above to the Planning Salaries line. The balance, **\$27,483.88**, is earmarked for the associated benefits for this position and should be transferred accordingly.

Thank you for your consideration of this request. Please do not hesitate to contact me with any questions you may have

## AIR RIGHTS LEASE

THIS AIR RIGHTS LEASE (the “Lease”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Manchester, a municipal corporation with an address of One City Hall Plaza, Manchester, New Hampshire 03101 (hereinafter called “Landlord”) and Bedford Lot Ventures, LLC, a Florida limited liability company with a place of business at Fort Lauderdale, Florida (hereinafter called “Tenant”).

### 1. Parking.

1.1 Landlord as “Seller” and Tenant as “Purchaser” entered into a certain Purchase and Sale Agreement dated as of August 21, 2015 pursuant to which Seller agreed to sell and Purchaser agreed to purchase a portion of the so-called Bedford Lot (“Hotel P&S”). Pursuant to the Hotel P&S, Tenant intends to construct an upscale select service hotel with retail and related services on the portion of the Bedford Lot being purchased from Landlord (“Hotel Project”). This Lease is intended to satisfy the parking provisions of Section 16 of the Hotel P&S.

1.2 In addition to the property owned by Landlord to be acquired by Tenant under the Hotel P&S, Landlord owns certain additional real property shown on Exhibit A attached hereto. Landlord and Tenant agree that Tenant shall have the right to enter upon such additional land to construct a combination of surface parking and a parking deck (collectively, the “Parking”) providing approximately two hundred fifty eight (258) parking spaces, eighty three (83) (plus or minus) of which are to be located on an upper deck and to serve as exclusive parking for the Hotel Project with the balance to be owned and controlled by Landlord.

1.3 A preliminary plan for the Parking is shown on Exhibit B attached hereto. The parties agree to work together in good faith to finalize plans and specifications for the Parking. The Parking will be constructed in a good and workmanlike manner in compliance with all applicable laws, codes, ordinances and regulations.

1.4 Tenant shall use good faith efforts to substantially complete the Parking on or before that date which is twenty four (24) months after issuance of a building permit by the City of Manchester for the Hotel Project or June 30, 2019, whichever date is sooner. The Parking shall be “substantially complete” when the City of Manchester issues a certificate of occupancy for the Parking (or, if the City does not issue a certificate of occupancy for similar private parking structures, then upon issuance of a certificate of occupancy for the Hotel Project.)

1.5 The Landlord shall reimburse Tenant the aggregate sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) towards the cost of the Parking as follows:

|     |                                                                                                                                                                                                   |                         |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| (a) | Upon acquisition of the land under the Hotel P&S:                                                                                                                                                 | \$ 65,000.00            |
| (b) | Upon issuance of a building permit for the Parking:                                                                                                                                               | \$195,000.00            |
| (c) | On the 15th day of each month after (b) for six (6) consecutive months:                                                                                                                           | \$ 65,000.00 each month |
| (d) | Ten (10) business days after issuance of certificate of occupancy for the Parking (or Hotel Project if the City does not issue certificates of occupancy for similar private parking structures): | \$100,000.00            |
|     | Total                                                                                                                                                                                             | \$750,000.00            |

1.6 If the Tenant has not commenced construction of the Parking within ninety (90) days after the issuance of the building permit for the Hotel Project, then Tenant agrees to reimburse Landlord for sums paid pursuant to clause (a) above and Landlord shall have the right to terminate this Lease upon providing Tenant thirty (30) days prior written notice of its intent to terminate; and, if within said thirty (30) day period, Tenant thereafter commences construction of the Parking, then this Lease shall not be terminated.

1.7 Both parties agree that (a) notwithstanding the execution of this Lease by both parties at or prior to the Closing contemplated in the Purchase and Sale Agreement referenced above, if the Hotel Project is not constructed, this Lease is void; and (b) Tenant shall have the unrestricted right to assign this Lease to the entity that develops the Hotel Project, or in the alternative to have a new lease executed and delivered between such entity and the Landlord identical in all respects to this Lease with the exception of the identity of the Tenant, in which case this Lease shall be terminated and the new Lease substituted in its place.

## 2. Premises.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term herein set forth, the air space above a horizontal line of seven feet four inches (7' 4") above the land described on Exhibit C attached hereto as well as the right to place, repair, maintain and replace structural columns as required by the City of Manchester Building Department (collectively, the "Premises"). Neither Landlord nor Tenant shall have the right to build structures on and above the "no build area" shown on Exhibit C. Landlord shall, however, have the right to place, maintain, repair and replace utilities and other structures under the land described as the "no build area." With the exception of the "no build area" shown on Exhibit C, Tenant shall have the right to construct parking structures and related improvements within the Premises. Tenant is also hereby granted (a) the non-exclusive right to pass over all driveway(s), sidewalks, and other ways owned by the Landlord, which are necessary for the ingress and egress of persons and vehicles to and from the Premises, (b) the non-exclusive right to connect into and utilize water, sewer, electric and telecommunication lines, and (c) non-exclusive right to use shared space for meter rooms.

3. Term.

The term of the Lease shall commence on the date the Tenant acquires the Hotel Project and shall terminate ninety nine (99) years after the Hotel Project receives its Certificate of Occupancy from the City (the "Term"), unless sooner terminated pursuant to any provision hereof.

4. Use; Condition.

The Premises may only be used in connection with the Hotel Project. The Tenant may use the Premises twenty four (24) hours a day, seven (7) days per week, 52 weeks per year. Tenant shall use the Premises in compliance with all state, federal and local applicable laws, statutes, rules and regulations. Tenant shall not use or permit the use of the Premises in any manner that will create waste, nuisance or violation of applicable laws, statutes, rules or regulations. The Tenant may place appropriate signage on the Premises, as it deems appropriate to indicate that the Premises are subject to this Lease and reserved for the exclusive use of the Tenant, provided that Tenant shall be responsible for obtaining any and all permits and approvals necessary for said signage. Tenant shall keep and maintain the Premises in good condition and repair.

5. Rent.

5.1 The Rent to be paid for the Premises for the Term shall be One Hundred Fifty Thousand Dollars (\$150,000) payable as follows:

|     |                                                                  |             |
|-----|------------------------------------------------------------------|-------------|
| (a) | Upon issuance of building permit for the Hotel Project           | \$75,000.00 |
| (b) | Upon issuance of certificate of occupancy for the Hotel Project: | \$75,000.00 |

5.2 In addition to Rent, Tenant shall be responsible for all real estate taxes and municipal assessments due with respect to the Premises, as well as the cost of all insurance, utilities, maintenance, repair and replacement of the Premises, and all other expenses associated with the ownership repair, maintenance and replacement of the Premises.

6. Insurance

6.1 Tenant shall maintain, throughout the Term, Commercial General Liability Insurance to include personal injury, bodily injury, broad form property damage, premises/operations, owner's protective coverage, blanket contractual liability, in limits not less than Two Million Dollars (\$2,000,000.00), inclusive, with a deductible not to exceed One Hundred Thousand Dollars (\$100,000.00). Tenant may provide the aforesaid Comprehensive General Liability Insurance by a combination of a One Million Dollar (\$1,000,000.00) primary liability policy and a One Million Dollar (\$1,000,000.00) excess liability policy provided that

both policies are written by the same insurer and that in each case such limits are allocated specifically to the Premises. Tenant shall provide certificates of insurance evidencing the above insurance, and shall provide certificates evidencing renewal at least ten (10) days before the expiration of any such policy. Tenant's policies providing such insurance shall name Landlord as an additional insured.

6.2 All policies shall be taken out with insurers having an AM Best Company rating with respect to its financial strength of A or better, and shall contain (i) mutual waivers of subrogation, (ii) cross-liability endorsements (if available), and (iii) a provision that any coverage afforded thereby shall be primary and noncontributing.

#### 7. Condemnation.

Landlord agrees that it will not exercise its powers of condemnation or eminent domain with respect to the Premises during the Term of this Lease. If the Premises or any portion thereof are taken by the United States of America or other political subdivision under the power of eminent domain, or sold under the threat of the exercise of said power this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs and Rent shall be prorated for the term of the Lease and Landlord shall return any Rent paid in advance. Any award made by the condemning authority on account of the Leased Premises shall be allocated by and between the parties hereto as their interests existed prior to such termination. Tenant expressly reserves the right to recover all awards or damages relating to the Parking and other improvements constructed by it within the Premises.

#### 8. Default

In the event a party fails to perform the covenants and conditions required herein to be kept and performed by such party, and such failure continues for a period of thirty (30) days from the date of written notice from the other party of said failure, then the nonbreaching party, at its sole remedy, may cure such failure and be entitled to recover from the breaching party the cost of such cure, including reasonable attorneys' fees from the breaching party; provided, however, that: (i) if the nature of the failure is such that it cannot be cured in a period of thirty (30) days from the date of said failure, and (ii) the breaching party shall commence good faith efforts to cure such failure immediately upon receipt of such notice, and (iii) such efforts are diligently prosecuted to completion, to nonbreaching party's satisfaction, then it shall be deemed that no failure to perform shall have occurred under the provisions of this subsection.

#### 9. Indemnification

(a) During the Term and for any period that Tenant or any of its employees, invitees, contractors, agents or representatives is in possession of or has access to the Premises, Tenant shall indemnify Landlord and hold it harmless from and against any cost, claim, action, liability or damage of any kind arising from (i) Tenant's or any of its agents, employees, invitees or contractors use and occupancy of the Premises or any activity done or permitted by Tenant, its agents, employees, invitees or contractors in, on, or about the Premises, (ii) any default by

Tenant of its obligations under this Lease, (iii) any negligent, tortious, or illegal act or omission of Tenant, its agents, employees, invitees or contractors, (iv) the use by Tenant, its agents, employees, invitees or contractors of any hazardous substance or Hazardous Materials (as herein defined), or (v) any mechanics lien should be placed on the Premises due to any work done on the Premises at the request of Tenant. Tenant shall, at its expense and with counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim, and shall indemnify Landlord against all costs and fees of any kind incurred therein. Notwithstanding the foregoing, Tenant shall have no obligation to indemnify Landlord for any damages or personal injury which may occur in the Premises to the extent that such injury is due to the negligence of Landlord or its agents, employees or contractors or from Landlord's breach of its obligations under this Lease.

(b) During the Term and for any period that Landlord or any of its employees, invitees, contractors, agents or representatives is in possession of or has access to the Premises, Landlord shall indemnify Tenant and hold it harmless from and against any cost, claim, action, liability or damage of any kind arising from (i) any default by Landlord of its obligations under this Lease, (iii) any negligent, tortious, or illegal act or omission of Landlord, its agents, employees, invitees or contractors, and (iv) the use by Landlord, its agents, employees, invitees or contractors of any hazardous substance or Hazardous Materials (as defined below) from and after the date of this Lease. Landlord shall, at its expense and with counsel satisfactory to Tenant, defend Tenant in any action or proceeding arising from any such claim, and shall indemnify Tenant against all costs and fees of any kind incurred therein. Notwithstanding the foregoing, Landlord shall have no obligation to indemnify Tenant for any damages or personal injury which may occur in the Premises to the extent that such injury is due to the negligence of Tenant or its agents, employees or contractors or from Tenant's breach of its obligations under this Lease, or due to Hazardous Materials existing on the Premises prior to the date hereof.

(c) For purposes hereof "Hazardous Materials" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic or is otherwise regulated under any environmental or other law, statute, rule or regulation (the "Environmental Laws") and includes but is not limited to any and all substances (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Laws, including but not limited to petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives.

10. Rights of Tenant's Mortgagee. Tenant shall have the right, at any time during the term of this Lease, to encumber its estate in the Premises pursuant to one or more mortgages or deeds of trust ("Leasehold Mortgage"). No Leasehold Mortgage shall extend to or affect the fee interest or the estate of Landlord in or to any land, building or improvements existing or subsequently constructed on the Premises. Landlord and Tenant agree that so long as any authorized Leasehold Mortgage is a lien on Tenant's estate in the Premises, the mortgagee or beneficiary thereunder ("Leasehold Mortgagee") shall have all of the following rights:

10.1 If Tenant shall have delivered to Landlord prior written notice of the address of any Leasehold Mortgagee, Landlord will give to the Leasehold Mortgagee a copy of any notice under this Lease at the time of giving such notice to Tenant, and will give to the Leasehold Mortgagee notice received by Landlord of any rejection of this Lease by the trustee in bankruptcy of Tenant or by Tenant as debtor-in-possession. In such case no termination of this Lease or termination of Tenant's right of possession of the Premises or reletting of the Premises by Landlord shall be effective unless Landlord gives to the Leasehold Mortgagee written notice or a copy of its notice to Tenant of such default or termination, as the case may be. Notices, demands and requests from Landlord to the Leasehold Mortgagee shall be mailed to the address given to Landlord by the Leasehold Mortgagee by certified or registered mail and notices, demands and requests from the Leasehold Mortgagee to Landlord shall be delivered in the manner and to the address as specified in Section 12 hereof.

10.2 In the event of any default by Tenant under the provisions of this Lease, the Leasehold Mortgagee will have the same concurrent grace periods as are given Tenant for remedying such default or causing it to be remedied, plus, in each case, an additional period of thirty (30) days after the expiration thereof or after Landlord has served a notice or a copy of a notice of default upon the Leasehold Mortgagee, whichever is later.

10.3 In the event Tenant shall default under any of the provisions of this Lease, the Leasehold Mortgagee, without prejudice to its rights against Tenant, shall have the right to cure such default within the applicable grace periods provided for in the preceding paragraph of this Section whether the same consists of the failure to pay rent or the failure to perform any other matter or thing which Tenant is hereby required to do or perform, and Landlord shall accept such performance on the part of the Leasehold Mortgagee as though the same had been done or performed by Tenant. For such purpose Landlord and Tenant hereby authorize the Leasehold Mortgagee to enter upon the Premises and to exercise any of Tenant's rights and powers under this Lease, and subject to the provisions of this Lease, under the Leasehold Mortgagee.

10.4 The term "incurable default" as used herein means any default which cannot be cured by a Leasehold Mortgagee. The term "curable default" means any default under this Lease which is not an incurable default. In the event of any curable default under this Lease, and if prior to the expiration of the applicable grace period specified in 8 above, the Leasehold Mortgagee shall give Landlord written notice that it intends to undertake the curing of such default, or to cause the same to be cured, or to exercise its rights to acquire the leasehold interest of Tenant by foreclosure or otherwise, and shall immediately commence and then proceed with all due diligence to do so, whether by performance on behalf of Tenant of its obligations under this Lease, or by entry on the Premises by foreclosure or otherwise, then Landlord will not terminate or take any action to effect a termination of this Lease or re-enter, take possession of or relet the Premises or similarly enforce performance of this Lease so long as the Leasehold Mortgagee is, with all due diligence and in good faith, engaged in the curing of such default, or effecting such foreclosure, provided, however, that the Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if such default shall be cured. Nothing herein shall preclude Landlord from terminating this Lease with respect

to any additional default which shall occur during the aforesaid period of forbearance and not be remedied within the period of grace, if any, applicable to any such additional default provided that Landlord provides the Leasehold Mortgagee with notice and opportunity to cure any such additional default.

10.5 In the event that this Lease is terminated by Landlord on account of any incurable default or in the event Tenant's interest under this Lease shall be sold, assigned, or transferred pursuant to the exercise of any remedy by Leasehold Mortgagee under the Leasehold Mortgage pursuant to judicial proceedings, or otherwise, and if (i) no rent or other charges shall then be due and payable by Tenant under this Lease, and (ii) the Leasehold Mortgagee shall have arranged to the reasonable satisfaction of Landlord to cure any curable default of Tenant under this Lease, then Landlord, within ninety (90) days after receiving a written request therefor, which shall be given within sixty (60) days after such termination or transfer and upon payment to it of all expenses, including attorney's fees, incident thereto, Landlord will execute and deliver a new lease of the Premises to the Leasehold Mortgagee or its nominee or to the purchaser, assignee or transferee, as the case may be, for the remainder of the term of this Lease, containing the same covenants, agreements, terms, provisions and limitations as are contained herein. Upon the execution and delivery of such new lease, the new tenant, may take all appropriate steps as shall be necessary to remove Tenant from the Premises. Landlord agrees to cooperate with such new tenant in such efforts but Landlord shall not be subject to any liability for the payment of fees, including reasonable attorney's fees, costs or expenses in connection therewith; and said new tenant shall pay all such fees, including attorney's fees, costs and expenses or, on demand, make reimbursements therefor to Landlord.

10.6 In the event a default under the Leasehold Mortgage shall have occurred, the Leasehold Mortgagee may exercise, with respect to the Premises, any right, power or remedy under the Leasehold Mortgage, which is not in conflict with the provisions of this Lease. Any Leasehold Mortgagee shall be liable to perform the obligations herein imposed on Tenant only during the period it is in possession or ownership of the leasehold estate created hereby.

10.7 This Lease may be assigned, to or by the Leasehold Mortgagee or its nominee, pursuant to foreclosure or similar proceedings in connection with the foreclosure or similar proceeding with respect to the Hotel Project.

10.8 No surrender (except a surrender upon the expiration of the term of this Lease or upon termination by Landlord pursuant and subject to the provisions of this Lease) by Tenant to Landlord of this Lease, or of the Premises, or any part thereof, or of any interest therein, and no termination of this Lease by Tenant shall be valid or effective, and neither this Lease nor any of the terms hereof may be amended, modified, changed or canceled without prior written consent of the Leasehold Mortgagee.

10.9 From time to time, upon not less than fifteen (15) days prior written request by Tenant, Landlord agrees to deliver a Landlord Estoppel and Agreement in the form of Exhibit D attached hereto.

11. Assignment/Subletting.

This Lease is intended to be appurtenant to the Hotel Project and therefore it may not be separately assigned or sublet by Tenant. This Lease may be assigned in connection with the sale, transfer, lease or other conveyance or hypothecation of the Hotel Project. In addition, portions of this Lease may be assigned and/or sublet in connection with the creation of any condominium of the Hotel Project or leases of portions of the Hotel Project. Tenant agrees to give Landlord notice of all such assignments and subleases. Nothing in this Lease shall be construed to limit the assignability of ownership interests in Tenant which shall be assignable without consent of Landlord.

12. Miscellaneous.

12.1 Unless expressly stated otherwise in this Lease, whenever a party's consent or approval is required under this Lease, or whenever a party shall have the right to give an instruction or to request another party to act or to refrain from acting under this Lease, or whenever a party must act or perform before another party may act or perform under this Lease, unless otherwise specified, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, as the case may be.

12.2 Whenever this Lease requires or permits notice, notice shall be hand-delivered to the individual or address or mailed, postage paid, registered or certified, returned receipt requested, to the addressee at the address written first above. Each party is responsible for providing a current address to the other for notices. Failure to notify the other party of a new address shall be at the failing party's sole risk, and any notice sent or served to the last known address for a party shall be deemed proper notice. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, or by nationally recognized overnight courier, to the following addresses or to such other addresses as the parties shall, by like notice, notify one another: The current addresses for notices are:

(a) If to the Landlord, to:

City of Manchester  
One City Hall Plaza  
Manchester, NH 03101  
Attention: City Clerk

With copies to:

City of Manchester  
One City Hall Plaza  
Manchester, NH 03101  
Attention: City Solicitor

City of Manchester  
One City Hall Plaza  
Manchester, NH 03101  
Attention: Finance Department

(b) If the Tenant, to:

Peter Flotz, Managing Member  
Bedford Lot Venture, LLC  
2720 NE 15<sup>th</sup> Street, #201  
Fort Lauderdale, FL 33304  
Email: [Pflotz@LMGroup.us](mailto:Pflotz@LMGroup.us)

Copy to:

Susan Manchester, Esq.  
Sheehan Phinney Bass + Green, PA  
1000 Elm Street  
Manchester, NH 03101  
Email: [smanchester@sheehan.com](mailto:smanchester@sheehan.com)

12.3 This Lease may be amended, changed, modified, altered or terminated only with the written consent of the parties hereto.

12.4 This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.5 This Lease shall be governed exclusively by the internal laws of the State of New Hampshire without regard to its conflicts of law principles.

12.6 This Lease and the Exhibit(s) attached hereto and made a part hereof, contain the entire agreement between the parties hereto and supersedes all prior agreements or understandings, either oral, written implied or otherwise, between the parties hereto relating to the subject matter hereof.

12.7 Landlord and Tenant, warrant and represent that they have taken any and all corporate or other action necessary to enter into this Lease, and further warrant and represent that the persons executing this Lease are duly authorized to execute this Lease.

12.8 No waiver of any provision of this Lease shall be binding unless set forth expressly in writing and signed by an authorized representative of the waiving party. The waiver by any party hereto of a breach of any provision of this Lease shall not operate or be construed as a waiver of any preceding or succeeding breach of the same or any other term or provision of this Lease shall remain in full force and effect.

12.9 In the event any provision of this Lease shall be considered illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions, hereof, but such provisions shall be fully severable, and this Lease shall be construed and enforced as if such illegal or invalid provisions had never been inserted therein.

12.10 The parties shall not record this Lease but shall record a notice of lease in the statutory form.

12.11 Force Majeure. Except for the payment of any monies due by one party to the other under the terms and conditions of this Lease, whenever a period of time is prescribed herein for the taking of an action by Landlord or Tenant, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party.

**[Signatures on Following Page]**

**[Signature Page to Lease]**

IN WITNESS WHEREOF this Lease is effective on the date first written above.

THE CITY OF MANCHESTER

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Theodore Gatsas, Mayor

BEDFORD LOT VENTURES, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its authorized representative

**EXHIBIT A**

**ALL PARKING**

North Bedford Street  
Manchester, NH

**OVERALL PARKING IMPROVEMENTS AREA (EXHIBIT A)**

Beginning at a point on the easterly sideline of Commercial Street at its intersection with the northerly sideline of Bridge Street;

Thence along said northerly sideline of Bridge Street, North 82°07'15" East a distance of 209.54 feet to land now or formerly of Boston and Maine Corporation;

Thence along said land now or formerly of Boston and Maine Corporation on the following courses: South 07°49'50" East a distance of 397.49 feet; along a curve turning to the right with a radius of 1197.97 feet, through a central angle of 01°21'08", an arc distance of 28.27 feet to the northerly sideline of Spring Street; said arc having a chord bearing of South 07°09'16" East, with a chord length of 28.27 feet;

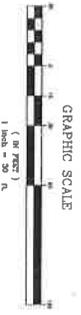
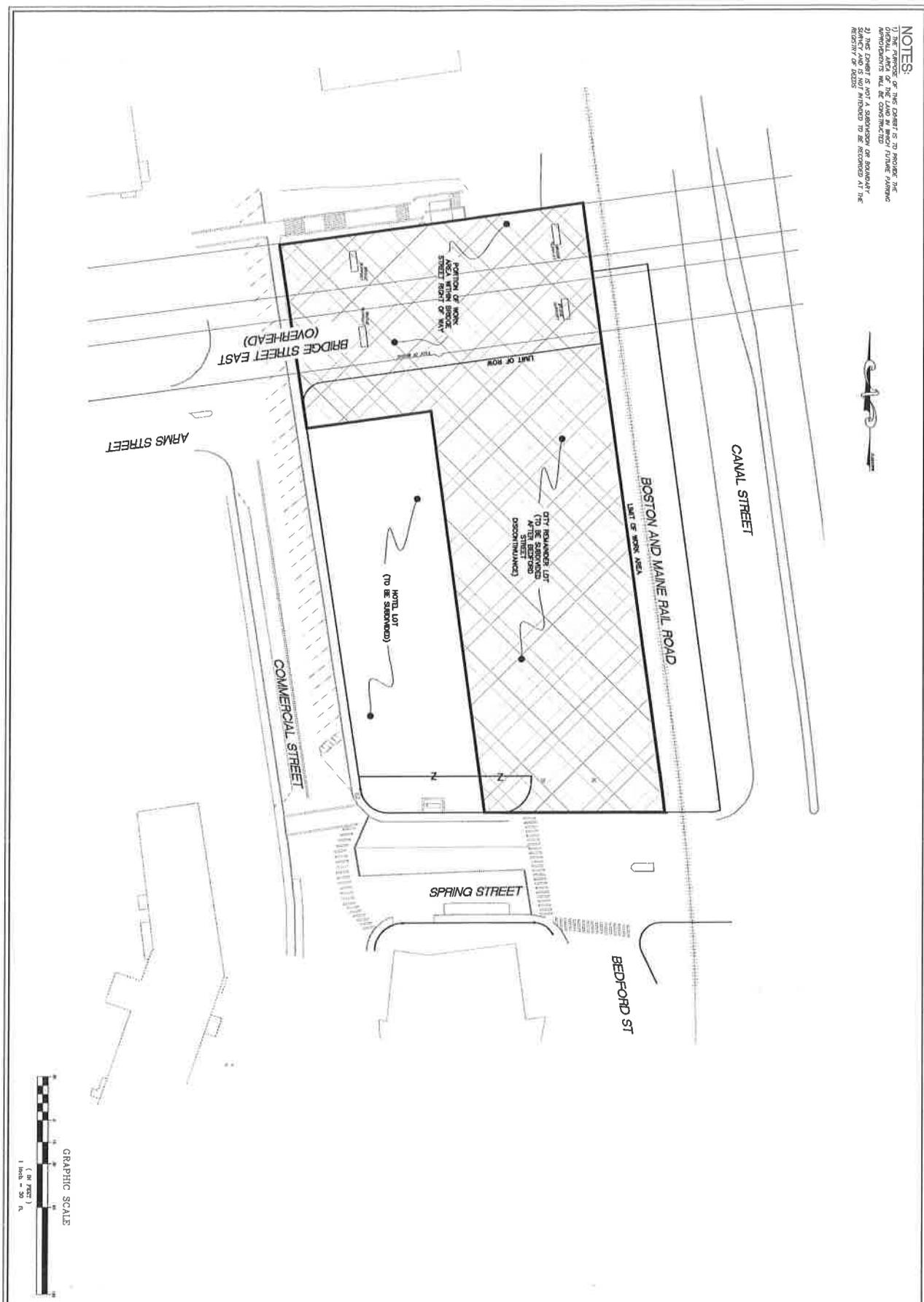
Thence along said northerly sideline of Spring Street, South 89°53'45" West a distance of 122.86 feet to the proposed "Hotel Lot";

Thence along said proposed "Hotel Lot" on the following courses: North 07°40'36" West a distance of 279.26 feet; South 82°14'35" West a distance of 86.34 feet to the easterly sideline of Commercial Street;

Thence along said easterly sideline of Commercial Street, North 08°39'30" West a distance of 129.71 feet to the point of beginning.

Being 62,085 square feet or 1.425 acres, more or less.

**NOTES:**  
 1) THE PURPOSE OF THIS SHEET IS TO PROVIDE THE  
 GENERAL LAYOUT OF THE LOTS IN EACH FUTURE PARKING  
 DECK. THE EXACT LAYOUT OF THE PARKING DECKS  
 SHALL BE DETERMINED BY THE ENGINEER'S  
 DESIGN AND IS NOT INTENDED TO BE RECORDED AT THE  
 RESPECTIVE OF RECORDS



| SCALE: 1" = 20'<br>DATE: DEC-2016<br>JOB NO. 15-0279<br>DMC A |      | TAX MAP 900 LOTS 7 & 9<br>HYATT PLACE - MILLYARD<br>N. BEDFORD ST<br>MANCHESTER, NH<br>EXHIBIT A |           | CLIENT:<br>BEDFORD LOT<br>VENTURE, LLC<br>2420 E. SUNRISE BLVD, #90<br>FT LAUDERDALE, FL 33304 |           | PLANS UNDER REVISION<br>ISSUED FOR INTERIM<br>REVIEW ONLY. NOT<br>FOR CONSTRUCTION |  | <br>540 Commercial Street-Manchester, NH 03103<br>(603) 668-8223-Fax: (603) 658-8802<br>c1@cdengineering.com www.cdengineering.com<br>Manal-Elaw_Hung@cdengineering.com |  | <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> <th>DESIGNED:</th> <th>CHECKED:</th> <th>APPROVED:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> |  |  |  | NO. | DATE | REVISION | DESIGNED: | CHECKED: | APPROVED: |  |  |  |  |  |  |  |  |  |  |  |  |
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| NO.                                                           | DATE | REVISION                                                                                         | DESIGNED: | CHECKED:                                                                                       | APPROVED: |                                                                                    |  |                                                                                                                                                                         |  |                                                                                                                                                                                                                                                                                                                                         |  |  |  |     |      |          |           |          |           |  |  |  |  |  |  |  |  |  |  |  |  |
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**EXHIBIT B**

**PRELIMINARY PARKING PLANS**



**EXHIBIT C**

**LEASED PREMISES**

**AIR RIGHTS AREA**

Beginning at a point on the northerly sideline of Spring Street at its intersection with the division line between land now or formerly of Boston and Maine Corporation on the east and the parcel herein described on the west;

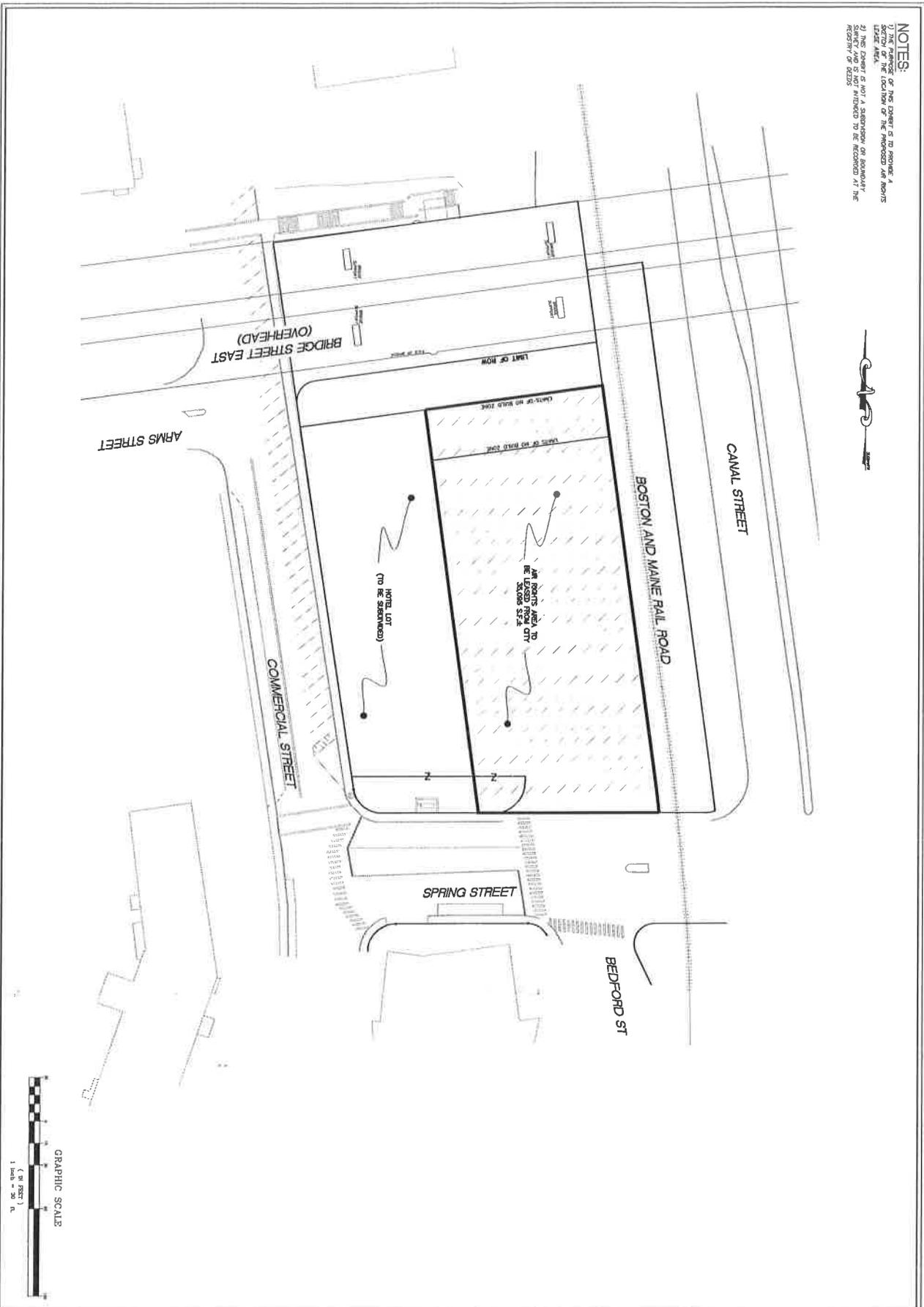
Thence along said northerly sideline of Spring Street, South 89°53'45" West a distance of 122.86 feet to the proposed "Hotel Lot";

Thence along said proposed "Hotel Lot", North 07°40'36" West a distance of 279.26 feet;

Thence North 82°14'35" East a distance of 121.32 feet to land now or formerly of Boston and Maine Corporation;

Thence along said land now or formerly of Boston and Maine Corporation on the following courses: South 07°49'50" East a distance of 267.35 feet; along a curve turning to the right with a radius of 1197.97 feet, through a central angle of 01°21'08", an arc distance of 28.27 feet to the point of beginning; said arc having a chord bearing of South 07°09'16" East, with a chord length of 28.27 feet;

Being 34,984 square feet or 0.803 acres, more or less.



**NOTES:**  
 1) THE PURPOSE OF THIS EXHIBIT IS TO PROVIDE A  
 SUMMARY OF THE LOCATION OF THE PROPOSED AIR RIGHTS  
 2) THE EXHIBIT IS NOT A SUBSTITUTE FOR A FINAL  
 SURVEY AND IS NOT INTENDED TO BE RECORDED AT THE  
 REPLY OF RECORDS



|                 |               |                 |
|-----------------|---------------|-----------------|
| DATE: 4/17/2016 | SCALE: 1"=30' | JOB NO: 15-0218 |
|                 |               | DWG: C          |

TAX MAP 900 LOTS 7 & 9  
 HYATT PLACE - MILLYARD  
 N. BEDFORD ST  
 MANCHESTER, NH  
 EXHIBIT C

**BEDFORD LOT**  
 VENTURE, LLC  
 2420 E. SUNRISE BLVD, #90  
 FT LAUDERDALE, FL 33304

PLEASE UNDERSTAND  
 DEVELOPMENT  
 REVIEW ONLY. NOT  
 FOR CONSTRUCTION



| NO. | DATE | REVISION | APPROVED: |
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|---------------|------------------|----------|-----------|
| DRAWN:<br>BAP | DESIGNED:<br>BAP | CHECKED: | APPROVED: |
|---------------|------------------|----------|-----------|

**EXHIBIT D**

**LANDLORD ESTOPPEL AND AGREEMENT**

WHEREAS, City of Manchester (hereinafter "Landlord"), has heretofore leased certain land described on Exhibit A attached hereto (hereinafter the "Premises") to \_\_\_\_\_, pursuant to an agreement of lease, dated \_\_\_\_\_, (as same may have been amended, modified, substituted or extended, hereinafter the "Lease");

WHEREAS, Tenant is desirous of obtaining from \_\_\_\_\_ having an office at \_\_\_\_\_, \_\_\_\_\_ (hereinafter "Lender"), a loan in the approximate amount of \$ \_\_\_\_\_ (hereinafter the "Loan") secured by a first Leasehold Mortgage upon Tenant's interest under the Lease of the Premises (the "Leasehold Mortgage") and a first priority collateral assignment of leases and rents; and

WHEREAS, Lender is unwilling to make the Loan unless Landlord reaffirms to Lender that the provisions of the Lease respecting leasehold mortgages are restated and confirmed for Lender's benefit and certain additional agreements are made with Lender with respect to Lender's rights as the holder of the Leasehold Mortgage,

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord hereby certifies to and agrees with Lender as follows:

1. Landlord consents to the Leasehold Mortgage and the collateral assignment of leases and rents, if any. Upon the recording of the Leasehold Mortgage, Landlord hereby recognizes Lender as a Leasehold Mortgagee as defined in Article 9 of the Lease, for all purposes under the Lease.
2. All of the Leasehold Mortgagee protection provisions contained in the Lease, including but not limited to Article 9, and all other provisions inuring to the benefit of Leasehold Mortgagees or their successors and assigns contained in the Lease, are hereby incorporated into this agreement by reference and restated and confirmed by Landlord for the benefit of Lender, its successors and assigns.
3. Landlord hereby confirms that pursuant to Section 9.8 of the Lease, the Lease shall not be modified, amended, altered or canceled, nor shall a surrender of the Premises be accepted by Landlord, without the prior written consent of Lender, and that any such action taken without Lender's consent shall not be binding on Landlord or Lender. Failure of Lender to reply to a written request for consent within thirty (30) days shall be deemed approval by the Lender.
4. Landlord hereby covenants and agrees that, in the event that the Lease is terminated for any reason including, without limitation, as a result of a rejection of the Lease in a

bankruptcy proceeding, and if (i) no rent or other charges shall then be due and payable by Tenant under the Lease (or Lender shall pay such rent or other charges) and (ii) Lender shall have arranged to the reasonable satisfaction of Landlord to cure any curable default of Tenant under the Lease (as "curable default" is defined in the Lease), then Landlord, within ninety (90) days after receiving a written request from Lender therefore, which shall be given within 60 days after such termination and upon payment to Landlord of all expenses, including attorney's fees, incident thereto, Landlord will execute and deliver a new Lease of the Leased Premises to the Leasehold Mortgagee or its nominee or to the purchaser, assignee, or transferee, as the case may be, upon the same terms and conditions of the unexpired term of the Lease immediately prior to such termination.

5. Landlord acknowledges its continuing obligation to provide a Landlord Estoppel and Agreement pursuant to Section 10.9 of the Lease with respect to any refinancing of the Leasehold Mortgage.

6. Landlord hereby represents that it has not executed any mortgage of its leasehold interest in the Premises and that the Tenant's interest under the Lease will not be subject to any liens encumbering Landlord's interest in the Premises.

7. Landlord hereby confirms the provisions of Section 10.1 of the Lease to the effect that Landlord shall deliver to Lender written notice of any default by Tenant under the Lease simultaneously with sending such notice to Tenant and agrees that no notice of default given to Tenant, and no exercise of any remedy by Landlord as a result of any such default, shall be effective unless such notice shall have been delivered to Lender. Landlord hereby confirms the provisions of Sections 10.2- 10.5 of the Lease regarding Lender's rights in the event of a default by Tenant under the Lease.

8. Landlord hereby agrees that the Lease may be assigned to or by Lender or its nominee pursuant to foreclosure or similar proceedings, but any such assignment shall be subject to all the terms and conditions of the Lease, including, without limitation, the use provisions of Article 3 of the Lease.

9. Landlord hereby covenants and agrees that Lender shall be entitled to participate in any settlement regarding insurance or condemnation proceeds or awards attributable to the buildings or improvements constructed by Tenant on the Premises, to collect and hold any such proceeds or awards and to determine and direct whether any such proceeds or awards are to be applied to the repayment of the Loan or distributed pursuant to the provisions of the Lease.

10. Landlord hereby represents to Lender as follows:

- (a) Landlord is the Landlord under the Lease.
- (b) The Lease is in full force and effect in accordance with its terms and has not been assigned, supplemented, modified or otherwise amended and each of the obligations on

Landlord's part to be performed to date under the Lease hereto have been performed.

- (c) To the best of Landlord's knowledge, each of the obligations on Landlord's part to be performed to date under the Lease have been performed.
- (d) To the best of Landlord's knowledge, Tenant has no offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease.
- (e) There are, with respect to the Lease, no options to renew or extend, and no security deposits, escrows or prepaid rent or liens, except as set forth in the Lease. The amount of escrows and deposits held by Landlord pursuant to the Lease are set forth in the Lease. The basic, and additional and percentage rents, all pass-throughs of taxes, expenses and other items, and all other sums payable by the Tenant to the Landlord, including utility charges during the original and any renewal term of the Lease are all as set forth in the Lease.
- (f) As of the date hereof, no Rent is due from Tenant under the Lease. The Rent currently payable by Tenant under the Lease is \$\_\_\_\_\_ per annum. Rent due under the Lease has been paid through \_\_\_\_\_.
- (g) The term Commencement Date of the Lease was \_\_\_\_\_, and the initial term/current extension term of the Lease shall expire on \_\_\_\_\_.
- (h) Landlord has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Premises.
- (i) Landlord has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against the Landlord's interest in the Premises.
- (j) Landlord has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Premises and its operation thereon, including, without limitation, any environmental laws or

the Americans with Disabilities Act, and has no reason to believe that there are grounds for any claim or such violation.

(k) A true and correct copy of the Lease is attached hereto.

This Estoppel and Agreement and the representations and agreements made herein are given with the understanding that this Estoppel and Agreement constitutes a material inducement for Lender in making the Loan to Tenant and that Lender shall rely hereon in making the Loan to Tenant. This Estoppel and Agreement and the representations and agreements made herein shall inure to the benefit of Lender, its successors and assigns and shall be binding on Landlord, its heirs, legal representatives, successors and assigns.

This Estoppel and Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Estoppel and Agreement may be detached from any counterpart of this Estoppel and Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Estoppel and Agreement identical in form hereto but having attached to it one or more additional signature pages.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2016.

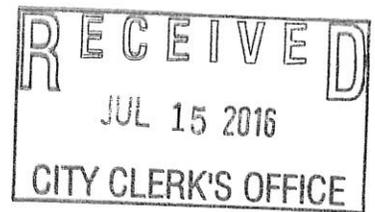
CITY OF MANCHESTER

By: \_\_\_\_\_,  
\_\_\_\_\_, Mayor

TENANT:

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT A



July 7, 2016

IAFF Local 856, The Manchester Professional Fire Fighters Association makes the following proposal to the City of Manchester.

**Term:** One year covering July 1, 2016 through June 30, 2017.

**Wages:** 1% COLA.

**Other:** Eliminate any "me too" clauses.

**Continue Negotiations without interruption on a long term Agreement.**

  
For the City

  
For the Union



In Board of Mayor and Aldermen

Date: 06/28/16

On motion of Ald. Shaw

Seconded by Ald. Shea

Voted to ratify and layover.

City Clerk

## Tentative Agreement

Manchester City Library Department Staff/Teamsters Local 633  
And  
The City of Manchester

The undersigned representatives of the Manchester City Library Staff/Teamsters Local 633  
and the City of Manchester agree to the following terms:

1. A one year contract from July 1, 2016- June 30, 2017.
2. No COLA for the one year term of the contract.
3. Merit steps and longevity steps will be granted from July 1, 2016-June 30 2017.

For the Union  
Rick Laughton

For the City of Manchester  
Daniel Cocuzzo, Chief Negotiator

Debra Young, Shop Steward

Denise VanZanten, Library Director

---

6/13/16

Date

---

6/13/16

Date

# City of Manchester New Hampshire

*In the year Two Thousand and Sixteen*

## A RESOLUTION

“Amending the FY 2017 Community Improvement Program, authorizing and appropriating funds in the amount of Seventy Five Thousand Dollars (\$75,000) for the FY2017 CIP 611317 Emily’s Place Renovation 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 2017 CIP as contained in the 2017 CIP budget; and

WHEREAS, the 2017 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 funding to assist in the renovations at Emily’s Place;

NOW, THEREFORE, be it resolved that the 2017 CIP be amended as follows:

**By adding:**

FY2017 CIP 611317 – Emily’s Place Renovation Project - \$75,000 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 and 2012 Community Improvement Programs, transferring, authorizing and appropriating funds in the amount of Nine Thousand Five Hundred Ninety Four Dollars and Eighty Seven Cents (\$9,594.87) for the FY2016 CIP 610616 Housing Rehabilitation.”

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 and 2012 CIPs as contained in the 2016 and 2012 CIP budgets; and

WHEREAS, the 2016 and 2012 CIPs contain all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to transfer an unused balance of Affordable Housing Trust Fund appropriated in a prior year Housing Initiatives project to the current year project;

NOW, THEREFORE, be it resolved that the 2016 and 2012 CIPs be amended as follows:

**By decreasing:**

FY2012 CIP 610912 – Housing Initiatives - \$9,594.87 Other

**By increasing:**

FY2016 CIP 610616 – Housing Rehabilitation - \$9,594.87 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

“Authorizing Bonds, Notes or Lease Purchases in the amount of One Million Dollars (\$1,000,000) for the 2017 CIP 710217 Municipal Deferred Maintenance Program.”

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

SECTION 1. That there be and hereby is authorized under and pursuant to the Municipal Finance Act, and any other enabling authority, the issuance and sale of general obligation serial bonds, notes or lease purchases of the City in the aggregate principal amount of One Million Dollars (\$1,000,000) at one time or from time to time as one or more separate bond, note or lease purchase issues for purposes stated in Section 3 of said Act, as more specifically hereinafter indicated. The bonds, notes or lease purchases of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such annual installments as shall be determined by the Finance Officer with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and of providing for the sale thereof is hereby delegated to the Finance Officer.

SECTION 2. That the proceeds of said bonds, notes or lease purchases be and they are hereby appropriated for the purpose of financing costs of the following public works and improvements of a permanent nature, hereby authorized namely,

| <u>Purpose</u>                                          | <u>Amount</u> |
|---------------------------------------------------------|---------------|
| 2017 –<br>710217 Municipal Deferred Maintenance Program | \$1,000,000   |

It is hereby declared that the maintenance to be financed by said bonds, notes or lease purchases have a useful life in excess of 15 years.

SECTION 3. That the Finance Officer, with the approval of the Mayor, is hereby authorized to issue at one time or from time to time notes in anticipation of said bonds, notes or lease purchases and to renew or refund the same under and pursuant to and to the extent authorized by RSA 33:7a.

SECTION 4. That an amount sufficient to pay the principal of and interest on said bonds, notes or lease purchases payable in each year during which they are outstanding be and hereby is appropriated and, to the extent other funds are not available for such purpose, said amount shall be included in the tax levy for each year until the debt represented by said bonds, notes or lease purchases is extinguished.

# City of Manchester New Hampshire

*In the year Two Thousand and Sixteen*

## A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of One Million Dollars (\$1,000,000) for the 2017 CIP 710217 Municipal Deferred Maintenance Program.”

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

SECTION 5. That the bonds, notes or lease purchases herein authorized may be consolidated with any other issue of bonds, notes or lease purchases heretofore or hereafter authorized, provided that the last annual installment of any such consolidated issue shall be payable not later than the date on which the last annual installment of the bonds, notes or lease purchases herein authorized must be payable pursuant to this Resolution.

SECTION 6. This Resolution shall take effect upon its passage.

# City of Manchester New Hampshire

In the year Two Thousand and Sixteen

## A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Two Hundred Thousand Dollars (\$200,000) for the 2017 CIP 710517 Bridges Design.”

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

SECTION 1. That there be and hereby is authorized under and pursuant to the Municipal Finance Act, and any other enabling authority, the issuance and sale of general obligation serial bonds, notes or lease purchases of the City in the aggregate principal amount of Two Hundred Thousand Dollars (\$200,000) at one time or from time to time as one or more separate bond, note or lease purchase issues for purposes stated in Section 3 of said Act, as more specifically hereinafter indicated. The bonds, notes or lease purchases of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such annual installments as shall be determined by the Finance Officer with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and of providing for the sale thereof is hereby delegated to the Finance Officer.

SECTION 2. That the proceeds of said bonds, notes or lease purchases be and they are hereby appropriated for the purpose of financing costs of the following public works and improvements of a permanent nature, hereby authorized namely,

| <u>Purpose</u>                  | <u>Amount</u> |
|---------------------------------|---------------|
| 2017 –<br>710517 Bridges Design | \$200,000     |

It is hereby declared that the maintenance to be financed by said bonds, notes or lease purchases have a useful life in excess of 5 years.

SECTION 3. That the Finance Officer, with the approval of the Mayor, is hereby authorized to issue at one time or from time to time notes in anticipation of said bonds, notes or lease purchases and to renew or refund the same under and pursuant to and to the extent authorized by RSA 33:7a.

SECTION 4. That an amount sufficient to pay the principal of and interest on said bonds, notes or lease purchases payable in each year during which they are outstanding be and hereby is appropriated and, to the extent other funds are not available for such purpose, said amount shall be included in the tax levy for each year until the debt represented by said bonds, notes or lease purchases is extinguished.

# City of Manchester New Hampshire

*In the year Two Thousand and Sixteen*

## A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Two Hundred Thousand Dollars (\$200,000) for the 2017 CIP 710517 Bridges Design.”

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

SECTION 5. That the bonds, notes or lease purchases herein authorized may be consolidated with any other issue of bonds, notes or lease purchases heretofore or hereafter authorized, provided that the last annual installment of any such consolidated issue shall be payable not later than the date on which the last annual installment of the bonds, notes or lease purchases herein authorized must be payable pursuant to this Resolution.

SECTION 6. This Resolution shall take effect upon its passage.

# City of Manchester New Hampshire

In the year Two Thousand and Sixteen

## A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Five Hundred Fifty Thousand Dollars (\$550,000) for the 2017 CIP 810017 Technology Upgrades.”

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

SECTION 1. That there be and hereby is authorized under and pursuant to the Municipal Finance Act, and any other enabling authority, the issuance and sale of general obligation serial bonds, notes or lease purchases of the City in the aggregate principal amount of Five Hundred Fifty Thousand Dollars (\$550,000) at one time or from time to time as one or more separate bond, note or lease purchase issues for purposes stated in Section 3 of said Act, as more specifically hereinafter indicated. The bonds, notes or lease purchases of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such annual installments as shall be determined by the Finance Officer with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and of providing for the sale thereof is hereby delegated to the Finance Officer.

SECTION 2. That the proceeds of said bonds, notes or lease purchases be and they are hereby appropriated for the purpose of financing costs of the following public works and improvements of a permanent nature, hereby authorized namely,

| <u>Purpose</u>                       | <u>Amount</u> |
|--------------------------------------|---------------|
| 2017 –<br>810017 Technology Upgrades | \$550,000     |

It is hereby declared that the upgrades to be financed by said bonds, notes or lease purchases have a useful life in excess of 10 years.

SECTION 3. That the Finance Officer, with the approval of the Mayor, is hereby authorized to issue at one time or from time to time notes in anticipation of said bonds, notes or lease purchases and to renew or refund the same under and pursuant to and to the extent authorized by RSA 33:7a.

SECTION 4. That an amount sufficient to pay the principal of and interest on said bonds, notes or lease purchases payable in each year during which they are outstanding be and hereby is appropriated and, to the extent other funds are not available for such purpose, said amount shall be included in the tax levy for each year until the debt represented by said bonds, notes or lease purchases is extinguished.

# City of Manchester New Hampshire

*In the year Two Thousand and Sixteen*

## A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Five Hundred Fifty Thousand Dollars (\$550,000) for the 2017 CIP 810017 Technology Upgrades.”

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

SECTION 5. That the bonds, notes or lease purchases herein authorized may be consolidated with any other issue of bonds, notes or lease purchases heretofore or hereafter authorized, provided that the last annual installment of any such consolidated issue shall be payable not later than the date on which the last annual installment of the bonds, notes or lease purchases herein authorized must be payable pursuant to this Resolution.

SECTION 6. This Resolution shall take effect upon its passage.

# City of Manchester New Hampshire

In the year Two Thousand and Sixteen

## A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000) for the 2017 CIP 810117 Police Records Management System Replacement.”

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

SECTION 1. That there be and hereby is authorized under and pursuant to the Municipal Finance Act, and any other enabling authority, the issuance and sale of general obligation serial bonds, notes or lease purchases of the City in the aggregate principal amount of One Million Two Hundred Thousand Dollars (\$1,200,000) at one time or from time to time as one or more separate bond, note or lease purchase issues for purposes stated in Section 3 of said Act, as more specifically hereinafter indicated. The bonds, notes or lease purchases of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such annual installments as shall be determined by the Finance Officer with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and of providing for the sale thereof is hereby delegated to the Finance Officer.

SECTION 2. That the proceeds of said bonds, notes or lease purchases be and they are hereby appropriated for the purpose of financing costs of the following public works and improvements of a permanent nature, hereby authorized namely,

| <u>Purpose</u>                                                | <u>Amount</u> |
|---------------------------------------------------------------|---------------|
| 2017 –<br>810117 Police Records Management System Replacement | \$1,200,000   |

It is hereby declared that the system to be financed by said bonds, notes or lease purchases have a useful life in excess of 10 years.

SECTION 3. That the Finance Officer, with the approval of the Mayor, is hereby authorized to issue at one time or from time to time notes in anticipation of said bonds, notes or lease purchases and to renew or refund the same under and pursuant to and to the extent authorized by RSA 33:7a.

SECTION 4. That an amount sufficient to pay the principal of and interest on said bonds, notes or lease purchases payable in each year during which they are outstanding be and hereby is appropriated and, to the extent other funds are not available for such purpose, said amount shall be included in the tax levy for each year until the debt represented by said bonds, notes or lease purchases is extinguished.

# City of Manchester New Hampshire

*In the year Two Thousand and Sixteen*

## A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000) for the 2017 CIP 810117 Police Records Management System Replacement.”

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

SECTION 5. That the bonds, notes or lease purchases herein authorized may be consolidated with any other issue of bonds, notes or lease purchases heretofore or hereafter authorized, provided that the last annual installment of any such consolidated issue shall be payable not later than the date on which the last annual installment of the bonds, notes or lease purchases herein authorized must be payable pursuant to this Resolution.

SECTION 6. This Resolution shall take effect upon its passage.

# City of Manchester New Hampshire

In the year Two Thousand and Sixteen

## A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) for the 2017 CIP 810917 Permit and Licensing Software Upgrade.”

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

SECTION 1. That there be and hereby is authorized under and pursuant to the Municipal Finance Act, and any other enabling authority, the issuance and sale of general obligation serial bonds, notes or lease purchases of the City in the aggregate principal amount of Three Hundred Fifty Thousand Dollars (\$350,000) at one time or from time to time as one or more separate bond, note or lease purchase issues for purposes stated in Section 3 of said Act, as more specifically hereinafter indicated. The bonds, notes or lease purchases of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such annual installments as shall be determined by the Finance Officer with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and of providing for the sale thereof is hereby delegated to the Finance Officer.

SECTION 2. That the proceeds of said bonds, notes or lease purchases be and they are hereby appropriated for the purpose of financing costs of the following public works and improvements of a permanent nature, hereby authorized namely,

| <u>Purpose</u>                                         | <u>Amount</u> |
|--------------------------------------------------------|---------------|
| 2017 –<br>810917 Permit and Licensing Software Upgrade | \$350,000     |

It is hereby declared that the system to be financed by said bonds, notes or lease purchases have a useful life in excess of 10 years.

SECTION 3. That the Finance Officer, with the approval of the Mayor, is hereby authorized to issue at one time or from time to time notes in anticipation of said bonds, notes or lease purchases and to renew or refund the same under and pursuant to and to the extent authorized by RSA 33:7a.

SECTION 4. That an amount sufficient to pay the principal of and interest on said bonds, notes or lease purchases payable in each year during which they are outstanding be and hereby is appropriated and, to the extent other funds are not available for such purpose, said amount shall be included in the tax levy for each year until the debt represented by said bonds, notes or lease purchases is extinguished.

# City of Manchester New Hampshire

*In the year Two Thousand and Sixteen*

## A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) for the 2017 CIP 810917 Permit and Licensing Software Upgrade.”

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

SECTION 5. That the bonds, notes or lease purchases herein authorized may be consolidated with any other issue of bonds, notes or lease purchases heretofore or hereafter authorized, provided that the last annual installment of any such consolidated issue shall be payable not later than the date on which the last annual installment of the bonds, notes or lease purchases herein authorized must be payable pursuant to this Resolution.

SECTION 6. This Resolution shall take effect upon its passage.

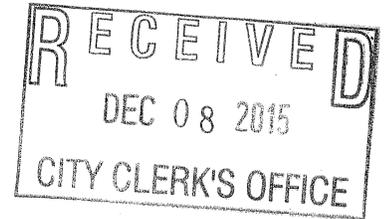
*Thomas R. Clark*  
City Solicitor



*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](mailto:solicitor@manchesternh.gov) • Website: [www.manchesternh.gov](http://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.