

COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

February 16, 2010

5:45 PM

Chairman Lopez called the meeting to order.

The Clerk called the roll.

Present: Aldermen Lopez, O'Neil, Osborne, Corriveau
Alderman DeVries arrived late.

Messrs: J. Angell, J. Burkush, L. LaFreniere, M. Sink, T. Arnold

Chairman Lopez addressed item 3 of the agenda:

3. Communication from Alderman Long submitting an interdepartmental mechanism for sharing bed bug information.

On motion of Alderman O'Neil, duly seconded by Alderman Osborne, it was voted to discuss this item.

Alderman Long stated thank you, Mr. Chairman. As the Board is certainly aware, there was an issue with respect to an apartment building in Ward 3, specifically the Landon Mill, with respect to bed bugs. Back in June of 2009, there was a group that got together. You have before you that group called the Bed Bug Action Coalition, and we, through no funding within the City or their departments, came up with a funding mechanism to empty 60 units; beds, kitchen tables, everything was taken out of there and thrown away. We collected furniture to replace those 60 units and we had volunteers that helped with the moving and the cleaning and also Mr. Anagnost, the owner, to his credit gave us some financing with respect to pest control. The community overwhelmingly came... there was a list of at least 30 businesses that contributed one way or another. The rank and file in the community...we had a total of 20 people a day for about two weeks with respect to cleaning this up. Through that action, this Committee was getting calls from several areas within the city and outside the city with respect to this issue of bed bugs and how to get rid of them. We quickly learned that we need to have a comprehensive plan as to who calls where. A lot of people don't like to come out in public and say I have bed bugs so this Committee has implemented a process by which we can get rid of these pests. Fortunately, last week, the Governor's

Council gave a \$51,000 grant to St. Anselm called the 9pm grant. It was an integrated pest management program to St. Anselm for the Landon Mills. There is no pest management program in the country for bed bugs right now. With this \$51,000 we are hoping to set up the first program and have the experience of it, within Landon Mills, to forward this. What you have in your packages is a list of the members that have been consistent with this meeting that we have been having monthly, then letters from their associations requesting support for this resolution. Within the resolution it asks for communications through interdepartmental. Right now we have been working with the Health Department and the representatives from the School District. I spoke with Mr. Sheppard with respect to the Highway Department on what their initiatives are and they do have initiatives in place when they pick up furniture on the side of the street. Their pick up people have the knowledge as to what to look for. With that I will take questions.

Chairman Lopez stated we received many letters of support for your resolution in our packet as you indicated.

On motion of Alderman O'Neil, duly seconded by Alderman Osborne, it was voted to adopt the resolution.

Alderman O'Neil stated Mr. Chairman, I would just applaud Alderman Long for his efforts on this. He worked very hard at it both physically and behind the scenes. Well done Pat.

Chairman Lopez addressed item 4 of the agenda:

4. Communication from Jennie Angell, Director of Information Services, regarding ARRA stimulus funding.

On motion of Alderman O'Neil, duly seconded by Alderman Osborne, it was voted to discuss this item.

Ms. Jennie Angell, Information Services Director, stated we had applied in the first round for BTOP which stands for Broadband Technology Opportunities Program and we were unsuccessful so we are repackaging and expanding the scope. The NTIA put out more guidelines for the second round so we can more closely align what they are looking for in the application. What the application is for is expanding the use of internet access to low income, vulnerable populations and using it for training, job creation, and economic development. The Obama Administration has decided this is part of the literacy needs for communities to grow and advance. In the first round we had put together applications for doubling the public access computers at the library, increasing the lab size at the

Senior Center and the youth center over by Hunt Pool. We put together a project that would leverage our 60 miles of installed fiber optic cable to provide hot spots at various places around the city. We still believe that these are very, very good projects. These are major changes in the new grant guidelines. First, there is a minimum application of half a million dollars and the second thing is a very, very strong recommendation of collaboration throughout the community for the government non-profits and for-profits to put together a project that shows a community wide effort and focus. We still have the basic application that we did first round, but we have reached out to other community members so we are putting together an application that will include putting Wi-Fi wireless access in all the schools. We have been in contact and if we are successful, we are going to put in a small lab at the PAL Organization. We have the Manchester Community Resource Center upgrading and increasing what they have over there. The Manchester Continuum of Care of Homeless Services...

Chairman Lopez interjected the information on the \$500,000 is just for information purposes at this stage in the game. Are there any questions on the grant?

Alderman O'Neil stated I applaud the Director for her efforts. I know she has been out meeting with various agencies and the grant may end up being for more than \$500,000, correct?

Ms. Angell replied yes, \$500,000 is the minimum we can ask for. One of the reasons we are reaching out is we didn't have enough internally for the half million dollars. With these agencies we would be strictly a funding mechanism. I have talked to Sam Maranto and he said that they do this with other grants where they sign a contract so we wouldn't be supporting these other agencies. It is just a funding mechanism.

On motion of Alderman O'Neil, duly seconded by Alderman Corriveau, it was voted to approve this item.

Chairman Lopez addressed item 5 of the agenda:

5. Communication from James Burkush, Fire Chief, requesting permission to add up to six additional firefighters who are employed by other communities to their Certified Career Firefighter training.
(Note: Attached is a letter from Mayor Gatsas in support of this request.)

Mr. James Burkush, Fire Chief, stated we have been authorized to hire six firefighters and they are required to have what we call Certified Career Firefighter

Training. Usually we send them up to the Fire Academy, but to save costs we are going to run the program here. Also, there are other fire departments that are looking for training so we have offered it and we have three prospects already to bring into our program. We will charge them. The request is also to let us use those funds to offset the cost of the program.

Alderman Roy stated Chief I want to congratulate you for doing this. You know from having worked with me for many years that I have always felt we should be doing this here anyway. I think this is a great idea. Just to enhance what you said about the Certified Career Firefighter Training, it's known as C2F2 at the State...there is a push by one of the labor organizations to do away with this standard which would be a real problem for the City of Manchester and other surrounding communities because not only, as it says in your letter it is intended to reinforce and enhance basic skills, this also ensures every employer that the candidate that we just hired or are going to hire possesses the basic skills that are needed. Without that test that is given during this class, we don't know that we have hired a good employee. This is a great service to all the towns and communities. We have been very fortunate here in this City. For years we have been able to do our own testing to make sure that they are not claustrophobic and they are not afraid of heights and they are not afraid of water and all that other kind of stuff, but many of the communities around don't have that advantage so I think it is important that the state continues to do it. I am glad to see that we are getting out in front of it because, if for some reason they prevail up there in whatever method they want to, we will still be protected and that is good. I appreciate that. In your letter you talked about savings. To maximize our savings, who is going to teach this?

Mr. Burkush replied what we are going to do is, if we were to send them to Concord we would have to pay \$670 so that is an initial savings because we are not doing that right there. We have a training officer now and we are going to bring in a fire captain off the line and he is going to facilitate the physical fitness part of it. We are going to use our own instructors from the Department so it will really be beneficial.

Alderman Roy stated my next question was going to be who is going to oversee it? The reason I am asking is because the state instructors are cheaper than the in-house instructors, correct? The in-house instructors you are going to have to pay time and a half. If you paid the state rate for those instructors it would be even less expensive. I am not saying that just because it is going to be cheaper. I am saying it because there is a cadre of instructors at the state level and I am one of them that have done this program from the inception. Gary Sleeper and I oversaw it in the first two years and then several other people have overseen it, Bob Birichard from Exeter, Mark Lemay, retired firefighter from Manchester, and

Captain Joe Butts. Those are the only three that are still active that are overseeing the program. Are you saying that...

Mr. Burkush interjected we are authorized to teach our own C2F2.

Alderman Roy stated I understand that and I am just trying to make sure that our candidates get the best instructors possible. In the past I have had differences of opinion with the former chief about this because he always felt it had to be in-house. However, the best instructors for a certain subject weren't always in-house.

Mr. Burkush replied that is correct.

Alderman Roy stated so in this case I am sitting here looking at what is going on and still being involved in this process up at the state and I am thinking to myself that not only in some cases, the one of physical fitness I think I know who you are talking about because I teach that course with him, is the best choice for that. However for basic skill review days the people that you have in-house might not be the best candidate, so are you willing to go outside and at the same time save us even more money?

Mr. Burkush replied we are going to look at that.

Alderman Roy asked saying that you are going to look at that means that you are thinking about doing that?

Mr. Burkush replied yes, I will talk to Deputy Chief Campasano and if there are other ways of saving money we will certainly look at that.

Alderman Roy stated that would be a significant savings per hour for those individuals. Also, did you say it is going to be Deputy Campasano overseeing this training program or are you going to pull off one of those other people who have overseen it? I call it the dorm mom who ushers these candidates through the whole process. Are you going to have someone like that?

Mr. Burkush replied we are probably going to have Captain Martineau and Bob Fields in-house to take care of it.

Alderman Corriveau asked Chief, am I to understand that we have actually received commitments from these other communities?

Mr. Burkush replied yes, three tentative commitments.

Alderman Corriveau replied to follow up on that, we would be charging these other fire departments this charge. You mentioned it would offset our fiscal year 2010 budget. Is that the budget for this program or is that departmental shortfall?

Mr. Burkush replied we would try to recoup the cost of labor and equipment so we will be using more than one line item and bring it back into our budget.

Chairman Lopez stated that would come as revenue and then you get appropriated for that. You can't spend that revenue.

Mr. Burkush stated whatever the method is we will follow it.

On motion of Alderman O'Neil, duly seconded by Alderman Corriveau, it was voted to approve this item.

Chairman Lopez addressed item 6 of the agenda:

6. Discussion of the proposed Ordinance from the City Solicitor creating a special revenue reserve account for the excavation fee program approved by the Board on 12/15/09.

On motion of Alderman O'Neil, duly seconded by Alderman Corriveau, it was voted to approve this item.

Chairman Lopez addressed item 7 of the agenda:

7. Communication from Leon LaFreniere, Director of Planning & Community Development, regarding a proposed Zoning Ordinance amendment to Section 7.01 D. Millyard Design Review Committee.

Chairman Lopez stated basically, I sat on that Board until I appointed Alderman Long to the Millyard Design Review Committee. Leon has been on that Board, but he has no vote and sometimes it is pretty hard to get a quorum. This is basically the reason for the change. We will be adding two more people, two Aldermen and one outsider.

Mr. Leon LaFreniere, Director of Planning & Community Development, stated you have framed it well. The makeup of the Committee currently is eight so it is an even number. We felt that it would be appropriate to make an odd number for the purposes of voting.

Alderman Corriveau asked Leon, being a new Board member, can you tell me a little bit about the Millyard Design Review Committee? What sort of findings do they make to the Planning Board?

Mr. LaFreniere replied Millyard Design Review Committee reviews projects that impact the exterior of buildings that are altered or a structure added within the confines of the Millyard and review such items as signage, window modifications and various things that impact a building, with an eye towards maintaining a consistent image and the integrity of the architectural features of the Millyard. There are certain findings that are to be made by the Committee and I can go through those if it will be helpful, but in a nutshell that is what they do.

On motion of Alderman O'Neil, duly seconded by Alderman Corriveau, it was voted to accept this item.

Chairman Lopez addressed item 8 of the agenda:

8. Communication from Leon LaFreniere, Director of Planning & Community Development, regarding a proposed Building Code amendment.

Mr. LaFreniere stated the proposal before the Committee this evening is to bring forward a rehabilitation code which is utilized in a number of the locations and jurisdictions in the county to augment the existing building codes that are really designed with an eye towards new construction. The existing building code in this case, the international existing building code, is a model code that is published by the same organization and entity that published the state building code so therefore it dovetails nicely with the building codes that we now administer within the department. This code is somewhat different than the International Building Code, the International Residential Code and some of the other codes that we administer in that it looks at the issues related to existing construction with buildings that were built before contemporary building codes were in place and provides for alternative methods for achieving compliance in safe installations in buildings. What we have done is a review on this particular code to determine what conflicts may exist with our existing code. Some of those areas of concern relate to how it deals with the properties located in a flood plane so we have proposed amendments that will maintain our compliance with the national flood insurance program regulations and not put our eligibility for that program in jeopardy. We have proposed some other amendments that tailor it specifically to our community application inserting the City of Manchester where appropriate and inserting other geographic references that relate to our particular application. This is an initiative that we have considered for some time. However, we brought it forward at this time at the request of the Mayor. The Mayor has asked us to move

forward with this and bring to the table an alternative that will provide for the potential to enhance the opportunity for rehabilitating downtown buildings and gaining additional usage in some of these under-utilized structures. He has suggested that the Administration Committee hold a public hearing on this so that the Committee has the opportunity to get some input from the private sector who will be utilizing this code and will be subject to its provisions. We have been doing quite a bit in the form of outreach and working with various developers, contractors and property owners to try to both expose them to the code, provide some information and instruction as to what it means, how it can be utilized as well as to gain input from them on this in an effort to determine whether it is something that will be a benefit to the community. That feedback has been positive so far. While the Mayor has indicated that he desires that the Committee hold a public hearing, we have done some background work on that to make sure that the people that need to know about this will be both aware of what the code is and how it will work, and we will make them aware should the Committee decide to hold a hearing when that hearing will be so that they can provide that input to the Committee.

Chairman Lopez stated I would recommend that the public hearing follow the guidelines.

Alderman O'Neil stated Leon, I apologize that I didn't ask you this in advance of tonight's meeting. Are we currently, by Ordinance, still under the 1987 BOCA code?

Mr. LaFreniere replied no, we are currently under the 2000 International Building Code.

Alderman O'Neil stated it says amend the opening paragraph to read as follows, repealing the 1987 BOCA code and adopting the 2000 edition. Are we saying we have already done that first paragraph?

Mr. Matthew Sink, Deputy Director of Building Regulations, replied yes, Alderman, that is the adoptive language when we repealed the BOCA code and adopted the 2000 IBC. What we are doing now is just inserting the International Building Code into that language.

Alderman O'Neil asked as an additional code, Max?

Mr. Sink replied yes.

Alderman O'Neil stated I guess I should ask the Solicitor then. Why does it still say repealing the 1987? It is kind of misleading.

Mr. LaFreniere replied that language is the current code as adopted.

Alderman O'Neil asked the current Ordinance, correct?

Mr. LaFreniere replied that is the current Ordinance repealed as it is depicted in the Code of Ordinances. It references the repeal of the 1987 code and the adoption of the 2000 code.

Alderman O'Neil asked do you have any idea when we would have done that?

Mr. LaFreniere replied yes, that was in 2001.

Alderman O'Neil stated the only reason I say that Leon, maybe Max can help me out, but if you go to the third line it says the International Mechanical Code, International Fuel Gas Code and then it says the 2009 addition to the International Building Code. That is the only change in that paragraph?

Mr. LaFreniere replied that is correct, just the addition of that.

Alderman O'Neil asked in general, where are we with all of our codes? I know we don't traditionally adopt the electrical code until the state changes on that. Where are we with regards to the state adopting the 2010?

Mr. LaFreniere replied yes, the state has. Since the last time that we updated all of our codes, the state has adopted a state-wide building code. They have adopted the International Building Code as the state code. They have currently reviewed the 2009 edition of that code and all of the sub-trade codes but they haven't yet adopted them. I would anticipate as soon as they complete that adoption process, which we anticipate to be anytime, we are going to come in with changes to bring us up-to-date. However, what is going to be different that you haven't seen before, because I know you have been through this a number of times, is when we adopted this there was no state building code, so we are going to adopt the state building code by reference. That will then change the way that we adopt our codes, which will offer the opportunity to keep us more current without having to visit at the same frequency.

Alderman O'Neil asked what happens to the electrical code?

Mr. LaFreniere replied the same thing. We will be bringing that forward but we will be adopting the state electrical code by reference.

Alderman O'Neil stated I see BOCA still references the plumbing code. Is that the plumbing code that licensed plumbers are working off of? Can I ask Alderman Roy what he uses, being a licensed plumber?

Alderman Roy stated we are working off of the 2006 right now because the state hasn't approved the 2009 but I think that is going to happen this year. The international plumbing code is what I use. We don't use BOCA anymore. As a matter of fact, I don't think BOCA exists anymore, does it?

Mr. LaFreniere replied no, BOCA is part of the International Code Council.

Alderman O'Neil stated I am very confused by what this reads and what we are practicing. How are we using these documents if the Ordinance doesn't reflect those documents?

Mr. LaFreniere replied what is happening is, we have adopted the 2000 addition of the International Building Code, for example. Subsequent to our adoption, the state adopted the International Building Code as the state building code 2006 edition. That is the minimum standard that buildings shall be constructed to in the State of New Hampshire. Where there is a conflict between the 2006 edition and the International Building Code and the 2000 edition, the stricter standard applies. We administer the 2006 building code, which is the state standard. We do the same thing with the plumbing code. If there is a stricter standard that we have adopted locally in the form of amendments and things, we administer those amendments. All of the codes that we administer currently are those codes that are adopted by the state and in those editions. The change that we are going to make as soon as the state adopts this new code, newest edition, we are going to bring in the change to clear that up and clear up all of this old language that appears in our current Ordinance.

Alderman O'Neil stated I understand what you are saying, but should we have kept up on these codes and changed the Ordinance to reflect...for instance are we on the 2007 electrical code?

Mr. LaFreniere replied we are administering that as agents of the state essentially.

Alderman O'Neil stated we should have cleared up all of these ordinance changes. I understand what you are saying about going forward. We are going to follow the state.

Mr. LaFreniere stated we actually discussed whether we should make those references now, as part of this proposal, but we didn't want to hold up the

opportunity for the Board to review the existing building code because we feel that is an important document to move forward. The rest of this will follow shortly.

Alderman DeVries stated first the easier question might be...it sounds like a continuation of the discussion you were just having with Alderman O'Neil. In 1201.2, I noticed the International and Property Maintenance Code there are a couple of deletions there. Is that the same circumstance? It is just a prior notation that is no longer valid with the last building code adoption?

Mr. LaFreniere replied we did not adopt the International Property Maintenance Code and that is not a state standard either. The reason we did not is because we have our own proprietary housing code so we have just not adopted that code so we deleted those references.

Alderman DeVries stated so if I understand your answer correctly, at one point we had adopted it. It is stricken through here in 1201.2.

Mr. Sink stated that strikethrough is from 1201.2 of this code. I know it is confusing.

Mr. LaFreniere stated it is a confusing business, unfortunately and I apologize for that. We have struggled mightily with how to make it as clear as possible. The language you see here that we are amending is taken directly out of this book, then we modify it so with the changes that we are proposing, it reads the way we need it to on a local level.

Mr. Sink stated if I could modify that, that is true from the second section onward. These are modifications to the language that exist already. Section two onward deals with modifications to this code.

Alderman DeVries stated let me try section three with my next question then. In Section 303, alterations dealing with the flood hazard areas, I am not sure if I am reading it correctly, but it looks like it might just be shifting from language that said "do not constitute to that which constitutes", and I am looking at the third line down under 303.2, then underneath the entirely stricken area "any alterations that do not constitute in the second line." Is that all that is happening there? It can't be that simple.

Mr. LaFreniere stated essentially what we have done is we have deleted any reference to those items being treated differently than our current regulations provide for because our current regulations are defined in the Zoning Ordinance and in the building code and have been approved by FEMA as appropriate

language. We deleted any reference that would change those so that we wouldn't have to go through a new FEMA review.

Alderman DeVries stated let me ask the question a little bit more straight on because we have recently adopted some new FEMA flood maps, which have generated some questions and concerns from our constituency about properties that weren't previously in the 100 year flood zone that are now, and the impact on some potentially grandfathered under the old maps. I am paying particular attention to Section 303 because it is dealing with alterations. Are we in the same standard for substantial improvement?

Mr. Sink replied yes.

Alderman DeVries asked how are you defining that?

Mr. Sink replied substantial improvement is defined in our Zoning Ordinance so that is the definition that we would use.

Alderman DeVries asked nothing is changing there?

Mr. Sink replied no.

Alderman DeVries asked there is nothing else that a person concerned about being in that flood zone on the new FEMA map needs to be concerned about here?

Mr. Sink replied these changes do not affect any application of the flood provisions that we have been doing.

Alderman DeVries asked how about life safety? Are there any changes to life safety in the City that we will hear testimonial concerns about?

Mr. LaFreniere replied this code essentially provides some different approaches for dealing with the life safety standards and it provides for three different levels of code administration depending on the nature of the alterations that are proposed. In general, it provides for a performance based approach as opposed to a specification based approach and what that means is you have law or regulation that says you shall do X, your stairs shall be X number of inches wide for example, or shall have an X rating on it. This code may provide for different means of achieving the same level of safety. You may be able to provide sprinkler protection and have a reduced rating, but at the end of the installation, the level of protection is deemed to be equivalent and that is the sort of approach to how life safety issues are dealt with.

Alderman DeVries asked who is making the determination of equivalency? Is that black and white?

Mr. LaFreniere replied it is done within the context of the code. There are various formulas and standards that you have to go through and essentially, in order to use this, you have a design professional, an architect or an engineer, it could be a fire protection engineer or other, who would do an analysis and be able to demonstrate that equivalency at the end of his process.

Alderman DeVries asked you are saying that it is an adoption of a plan that will be stamped by an engineer or somebody who is qualified to make that statement?

Mr. LaFreniere replied it could be, but that would be one of the approaches that is utilized by this code and probably the most common approach.

Alderman DeVries asked this adoption will not require stamped plans or anything in order for a homeowner to achieve some of the efficiencies?

Mr. LaFreniere replied no.

Alderman DeVries asked is this leaning preferentially towards a developer versus an individual homeowner?

Mr. LaFreniere stated nothing in this code is designed to supplant the existing codes that we currently have. This is only an additional tool that can be used to achieve compliance in some cases where you can't achieve it under the existing codes.

Chairman Lopez stated I think there are a lot of questions that are going to come forward and I am sure that Mrs. Paras will probably review this in depth. I think at the public hearing we are going to hear from contractors as well as the Fire Chief or anyone else. We will be able to answer a lot of those questions because as I think someone indicated, it is confusing. We need the experts to lay it out so that we can ask those questions and get the correct answers on it.

On motion of Alderman O'Neil, duly seconded by Alderman DeVries, it was voted to refer this Ordinance Amendment to a special Committee public hearing.

Mr. LaFreniere replied I did neglect to mention that we have worked closely with the Fire Chief on this issue. The process has been a collaborative process all the way through.

Chairman Lopez addressed items 9 and 10 of the agenda:

9. Communication from Will Infantine, MCAM, regarding contract issues with MCAM and MCTV.
10. MCTV Contract Compliance Audit submitted by Kevin Buckley, Independent City Auditor.
(Note: Accepted and referred by the Board of Mayor and Aldermen on February 2, 2010.)

Chairman Lopez stated I don't particularly want to get into any discussion in reference to the audit. That is a School Board issue along with the Superintendent. I have thought long and hard and had much discussion on how to move forward as to the communication we received from the Committee on Accounts and the communication we received from MCAM. I think at this stage in the game, as we move forward, I would like a motion that this Committee recommend that the Board of Mayor and Aldermen forward a communication to the Board of School Committee regarding MCTV and to the Board of Directors of MCAM requesting that they agree to mutual termination of their respective contracts with the City and further, that they respond to the Board of Mayor and Aldermen by March 24, 2010.

Alderman DeVries asked are you the only individual, it looks like, to answer questions? I will ask of you, what do you hope to achieve with your motion?

Chairman Lopez replied I hope to achieve that the School Board and the Board of Directors will take a good look at this issue and mutually agree to turn the contract over to the City and I am sure there will be some discussions about other things. I think that the first step is to ask them to terminate their contract and then after that work out the details going into the 2011 budget.

Alderman DeVries stated that doesn't really answer my question as to what it is you hope to achieve with the termination of the contract.

Chairman Lopez stated with the termination of the contract I hope that we would get a better handle on the budget coming before the Board of Mayor and Aldermen. I hope that MCAM still remains a non-profit organization. I hope to come to some conclusion as to what is best for the City. Any input that the Aldermen have...I think this is the first step.

Alderman DeVries stated a comment if I might. It is not that I wouldn't agree to components of your motion with certain entities and I certainly agree that budget issues are foremost on all of our thoughts, but I am just not convinced that sending

a statement that says that we suggest that we would like to see the contracts terminated is a viable statement that I can make right now because I am not sure that that is how I feel and I am not sure the making of that statement is required in order for us to get the information you have stated like addressing the budget issues and addressing a renegotiation of any contracts. We don't have to send a message that is saying terminate first and then talk. We can have the negotiations and have the exchange of communications without this message.

Chairman Lopez stated in my opinion, asking them to terminate the contract is the first step before we do anything else in reference to the contract that the auditor and Accounts Committee referred to. I don't particularly care to deal with the issues of all the ins and outs because of separation of authority between the School Board and the Board of Mayor and Aldermen. Therefore, I am asking this Committee to send it to the Board of Mayor and Aldermen and request mutual termination of the respective contracts with the City. Are there any other questions?

Alderman Corriveau stated asking these entities to terminate their contracts, I am pretty confident I know what their answers will be. Is it your intent to specifically ask them to terminate those contracts and/or enter into a renegotiation of those contracts with everything on the table including termination?

Chairman Lopez replied I think that will come as far as renegotiation of contracts. I think you have two issues as far as negotiation in reference to the 501(c)3 organization MCAM and MCTV as far as coming before the Board of Mayor and Aldermen for their budget. I think those conversations have to take place. They are funded up until July 1st. This is just the first step of many. Now, if they decided to say no, they are not going to terminate their contract, then there are probably other avenues or approaches that we can take. I think trying to cooperate and understand the increase of the budgets that were approved by the City that are moving forward at a rapid pace, I think it's time that the City step forward and take a good look at those contracts.

Alderman O'Neil stated I support you in this effort. We have correspondence from both entities. When we asked for some help with the budget process they weren't necessarily forthcoming. Neither entity was. We had to draw a line in the sand. I am looking at an attachment from MCAM that talks about renegotiating but they also in the same letter believe we were in default of our contract. We have heard that from both parties, that we were in default of the contract. I think the only way we can get there and have serious discussions is to ask to terminate both contracts.

Alderman DeVries stated it is really not a question because besides fellow Aldermen there is nobody here to ask questions of. My comment would be your words for putting this request forward in the spirit of cooperation. In my opinion, a request to terminate isn't starting off a negotiation in the best position in the spirit of cooperation. That is why I cannot support the first approach that we make formally as a Board being something that is this hard line because I think it will disadvantage the negotiations. It wouldn't be my tactic.

Chairman Lopez asked what else would you call it besides termination of respective contracts with the City that we gave to them? It is to terminate. They will come back and say yes, we will terminate. We want to renegotiate to give them an opportunity. I think that is the first step in moving forward. We can't continue paying the enormous amount of money that we are giving both organizations and move forward.

Alderman DeVries stated we haven't funded both organizations. That is why item nine on our agenda is before us tonight. Contractually, yes, it calls for a certain level of funding but we were not in the last budget year, funding at that level so I don't find that to be a valid comment. I think at the very least I would ask to see the actually letter that is going to be forthcoming not just the wording of your motion. I would like to see the actual letter that is being composed and we are authorizing to be sent to the School Board because I think that the wording of this is going to be everything if we are talking about a mutual renegotiation of a contract to suit the needs of the City.

Chairman Lopez stated Alderman, I just believe it is a separation of powers. The School Board has certain powers and we have certain powers. I am asking that they renegotiate the contract and terminate the existing contract. I am sure they will come back and say, for example, I am sure the employees protection would be an issue. I personally will protect the employees and I am sure other Aldermen will protect them. I think to start the negotiations if they are willing and let them come back and tell us why and how are they willing to do this...So termination of the existing contract, if we do this and do that, I think that is where it first starts. Other than getting into a combative situation and saying that we as a Committee or a Board of Mayor and Aldermen say we want to terminate the existing contract, we are asking you to terminate the existing contract and move forward. We can then see what the response is because they both have a board of directors and they both have separation of power so to speak except for the non-profit organization. We can turn around with the non-profit organization and just give them 120 days and say okay, we are going to cancel your contract. I don't think that is appropriate. That is what I am saying here. Let's ask them to renegotiate or terminate the existing contract. I am sure there is going to be dialogue back and forth and we need this time element before the first of July before we indicate

what. I understand your point of the aspect of the contract saying we have to give them X number of dollars, but if we don't give them X number of dollars, we have this dialogue and we will be going to court. It will be years. Let's try to do it in the spirit of cooperation and move this forward.

Alderman Osborne asked Mr. Chairman, do you think we should have brought in item ten here before we brought in item nine to see what Kevin Buckley had in the audit? Are you going to have a discussion about this?

Chairman Lopez replied I personally don't have anything to say about the audit at this time. It was referred to the School Department and the Superintendent at the Accounts Committee. That is where the separation of powers and authority comes in.

Alderman Osborne asked is that going to be received and filed then?

Chairman Lopez replied yes, the audit is what it is.

Alderman Osborne stated okay.

Chairman Lopez stated I am asking this Committee to move forward to the Board of Mayor and Aldermen because time is of the essence and it would give an opportunity for them to answer us by March 24th so we can move forward with the FY 2011 budget in a cooperative way.

Alderman O'Neil stated I think this needs to happen. We can't go through the process we just went through with both entities where we ask for some relief on the contract and both have threatened to sue us at one point. We just can't continue to go through that. They are locked into a contract that gives them guaranteed increases every year when we are trying to balance School budgets, Police budgets, and Fire budgets. I don't think that was our intent. We tried to give them a dedicated revenue source, but I don't think that we actually realized that every single time cable rates increased the funding for both of those organizations increased. It's semantics I guess. Do you terminate a contract and then negotiate or do you negotiate to terminate the contract? I don't know exactly what the proper wording is but we need to change the contracts. The only way I think we can achieve that is by terminating both of them.

Chairman Lopez stated I am asking the Committee to send this to the Board and for the Board to make this determination. As far as writing a letter, I am sure the City Solicitor will write the letter in reference to the motion.

Alderman Corriveau stated Mr. Chairman, I think that is a good idea to have the City Solicitor draft a letter. My understanding of the terms of the agreement between the City and the School District is that a determination from both parties to terminate the contract is acceptable but that either the City or the School District has to give 120 days notice of termination. I certainly understand the need to move forward on this. I agree with everything you have said and Alderman O'Neil has said. That being said, I think this is a little bit more than semantics. An action by our Board moving forward on this could have very important consequences for the School District and the City. With that in mind, I believe that not having a communication whether it is from the City Solicitor, members of this Board or the Office of the Mayor, I am just not there yet.

Chairman Lopez stated Alderman, Tom Arnold brought this up to me because I talked to him to try to get the right wording and it was drafted by the City Solicitor, as to the correct wording to move forward with this first step. What I am reading to you is from the City Solicitor. Maybe I didn't say that in the beginning. Tom Arnold is here so he can verify that this was the type of language that the City Solicitor put together to move forward.

Mr. Thomas Arnold, Deputy City Solicitor, stated I really don't have much to add. I think the wording is pretty clear on its face. We were asked to draft the motion to see if the School Department would agree to a mutual termination of the contracts so that presumably, we can arrive at some different arrangement than the current contract. That is basically what I can tell you at this point.

Alderman O'Neil stated I apologize to Alderman Corriveau, that may have been a poor choice of words, semantics, but I think Tom might have just hit the nail on the head, a mutual agreement to terminate the contract. Tom, I think that is what you just said.

Mr. Arnold stated yes.

Alderman O'Neil stated I think that is where we need to be with both of these entities.

Alderman Corriveau asked we would be sending a mutual termination agreement to the School Board along with this request?

Chairman Lopez asked can you clarify your question?

Alderman Corriveau stated well, I understand we are making a request. Are we also sending them an agreement for mutual termination?

Chairman Lopez replied no, at least in my opinion we are not, only for the simple reason that we do not know what the response is going to be. There might be some conditions that they would want to renegotiate the contract. Until we get that answer from both parties that they are willing to do it, but there might be some stipulations. I don't know until the School Board looks at this. I am sure that opportunity will come back. They could say that they agree to terminate the contract. If that is the case, providing that XYZ are taken care of, that would be up to the Board of Mayor and Aldermen to do the negotiation along with the Mayor as to the way we move forward. Until we really know, or unless they come back and say that they are not going to terminate the contract, then we are still stuck in until 2015. We will have another decision we will have to make as a Board of Mayor and Aldermen. Unless we offer the olive branch, so to speak, first, then I believe we will be out in left field.

Alderman DeVries stated once again, it is the difference on how the request to terminate might be perceived that differs. I would say rather than asking for a mutually agreed to termination, that we maybe think instead into an amendment. We can ask them if they are willing to come forward and work with us to amend their existing contracts. I think it is far less inflammatory and it may actually move us further along in this process. I see the Mayor has thoughts as well that he wants to share.

Mayor Gatsas stated there is no question that I think the spirit of cooperation exists between both Boards right now. I think it is important that we continue that spirit of cooperation. I think Alderman Lopez's language is absolutely correct. We should ask the School Board for termination on their side. Being the Chairman of that Committee I would certainly advise this Committee to move it forward to the full Board. As I have said, the cooperation in this City today is electrifying. Let's not down play the School Board's position. I think they understand that the same discussions that we are having, they are having. I think it is important that we move it forward so that we can all be on the same page and move this City forward as one unit and not separate units. If you have some questions Alderman DeVries, I am willing to answer them.

Alderman DeVries stated thank you, Mr. Chairman. It is nice to have someone in that seat to answer a question or two for us. What do you see is a difference between a mutually agreed upon termination and the request to amend by mutual agreement the existing contracts? To me it is getting us to the same place but with far less egregious language.

Mayor Gatsas stated I think you will remember that when this discussion was happening three years ago, there was one Alderman who was talking and said it was going to come back and you should only have one master in these discussions.

When we separated the two stations and sent them out on their own...we are now dealing with two different Boards, two different mind sets, two different ideas on how they are going to move the City forward and the educational process that we have. We have one for children, which is very important and the government access channel, which is very important and the public access. I think it is very clear that we have been dealing with this discussion for three years. It hasn't gone away and it hasn't changed, kind of like the Aldermanic pizza day that the School Board has been discussing. I don't think we should be on that road. I think we should be looking at quality education in this City. We should be looking for quality government and we should be looking for collaboration with both Boards. I think we should allow the School Board to make a decision. If they say no, then the next motion would be to go back and renegotiate the contract. They may want out of this deal as much as anybody else to not have the oversight or having to worry about coming back to this Board for any capital improvement ideas or any other discussions. We should, as we have done in the past, have the obligation of those funds because we keep most of them here in the City.

Alderman Roy stated seeing how I have been involved in this quite a bit, the Task Force that you assigned me to, I just wanted to make a few points. The Mayor said that they were separated and we have had problems. They were separated by design. I am just trying to bring everybody up to speed on what I know of this whole process, not that I was here at the time because I certainly would have voted against the escalators in the contract. It was separated by design for some very distinct reasons that I am not going to get into here. That Committee, that Task Force, said yes, they should still be separated. It wasn't just the Board of Mayor and Aldermen that separated them. We had a committee of very prominent people from the City that spent many of their valuable hours putting together this plan and it was just a couple of years ago. That is a little background. If you want my opinion, I would much rather go forward and ask if we could negotiate, just like I said six months ago. We should have never done what we did and said that we are not going to give you the money. We should have gone forward, been proactive and negotiated. Personally I think that is the way to do it. Otherwise you are going to set up an adversarial situation again.

On motion of Alderman O'Neil, duly seconded by Alderman Lopez, it was voted to recommend that the Board of Mayor and Aldermen forward a communication to the Board of School Committee regarding MCTV and to the Board of Directors of MCAM requesting that they agree to mutual termination of their respective contracts with the City. Further, that they respond to the Board of Mayor and Aldermen by March 24, 2010. Alderman DeVries and Alderman Corriveau voted in opposition.

TABLED ITEMS

11. Recommendation from Matthew Normand, Acting City Clerk, regarding a policy for street closures and license events.
(Tabled 03/16/09)

This item remained on the table.

12. Communication from Thomas Clark, City Solicitor regarding a Naming Rights Policy.
(Note: Referred by the Board of Mayor and Aldermen on 2/3/09. Tabled 03/16/09)

This item remained on the table.

13. Communication from Barbara Potvin, New England Sampler, requesting the City hold a public forum to discuss the process of closing off city streets and the impact that these closings have on local small businesses as well as the benefits drawn by the City of Manchester and its local citizens.
(Note: Referred by the Board of Mayor and Aldermen on 10/21/08. Tabled 11/24/08 recommendation to be submitted by staff)

This item remained on the table.

NEW BUSINESS:

Chairman Lopez stated I have a new item that came up at the last minute for the Committee. I would like to call upon Mayor Gatsas to explain this. It is in reference to Intown Manchester's contract which was approved by the Board of Mayor and Aldermen to go out for an RFP.

Mayor Gatsas stated I would ask this Committee to send back a recommendation not to go out for an RFP. I think with the discussions that we have had with the new president of that association, Ben Gamache, along with Stephanie Lewry, who is the Executive Director, we have come up with some conclusions within their budget that they will be able to find some significant savings, change around the way that they run Intown Manchester, take on the concert series and find those expenses in their budget. They will work with the Palace Theater to make sure it is a success. They will try to bring different groups in to help sponsor that and raise the funds to do it. I think that moving their location and finding some different items in their budget, as I met with them and talked with them and moved

through it, I think that their Board will be pleasantly pleased that they can find a lot of other things that they can do with those dollars rather than office space. We agreed as a City that if they moved to the Bedford Street lot that we would not charge them rent for the parking spaces because right now they are paying \$3,200 to park in the garage. That would be a \$3,200 savings. There are a variety of other items in the line items that I think that as they work through it, with the Executive Director and the new president, feel very satisfied that they can meet the obligations of the City, if we can extend the contract for one year. My understanding was with the president today that if they showed that they had the ability to reduce the cost and stay within their budget and find some added features that they can offer those people in that district that this Board would look very strongly toward extending that contract to a five-year contract. They had asked me to do that tonight, to extend it, and I told them that I thought that not going out for an RFP and giving them the opportunity for one year is something that the Board would be considerate of. I think that for them to show up moving forward, then it gives us an opportunity to get into a five-year contract.

Alderman O'Neil asked the current contract expires June 30th of this year, is that correct?

Mayor Gatsas replied yes, it does.

Alderman O'Neil asked your suggestion is that we go one more year on the contract and in the next 15 months or so, that we figure out in fact if we can bring the changes that are being looked for from all parties including the City?

Mayor Gatsas replied correct.

Alderman O'Neil stated if we are not, I guess there is no harm. We can then go back out for proposals. It's going to be this very same Board.

Mayor Gatsas stated Alderman, you are correct. I think that by January of next year we are going to have a pretty good sense of whether they are meeting those standards that we set out for them. I think that if they haven't that that would be the time we would be looking for an RFP to start the following July. I think that we are probably 11 months away from making a decision of whether we extend it for a five year contract or we look for an RFP to go forward. I certainly want to make sure that the people who are contributing to that fund and getting all the services that they can get and more within those dollars.

Alderman DeVries stated the one piece that sticks in my memory was a concern over the short-term contracts, which one year is if you are trying to go out to lease

and lock in a rental price. Have you had that discussion with Intown on how they are going to facilitate that move and lock in a rent beyond one year?

Mayor Gatsas replied I have talked with the president, Mr. Gamache, and I think that between the people that sit on that Board, there are an awful lot of office spaces that they have available that I am sure they will give them a one-year lease with an extension to fit their needs today.

Alderman DeVries asked the answer then is yes?

Mayor Gatsas replied yes, the answer is yes.

Alderman O'Neil stated I have concerns about the maintenance, which you have all heard a couple dozen times over the years, so I hope that is part of the discussion.

Mayor Gatsas stated that was a part of the discussion that came up this afternoon with Mr. Gamache and me.

On motion of Alderman DeVries, duly seconded by Alderman O'Neil, it was voted to rescind the RFP process and extend the existing Intown contract for one additional year.

There being no further business, on motion of Alderman Osborne, duly seconded by Alderman DeVries, it was voted to adjourn.

A True Record. Attest.

Clerk of Committee