

COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS
(continuation from June 15, 2010)

June 22, 2010

3:00 PM

Chairman Lopez called the meeting back to order.

The Clerk called the roll.

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

Messrs.: D. Ross, C. Stawasz, J. Burkush, B. McNiff, T. Arnold, W. Sanders,
J. Minkarah, M. Lanoie, Alderman Ludwig

Chairman Lopez continued with item 2 of the agenda:

2. Communication from James Burkush, Fire Chief, regarding Ambulance Service Contract.

Chairman Lopez stated when we left off Alderman DeVries had a few questions so I will give her the floor.

Alderman DeVries stated actually I am wondering because I think we left off in discussion with Rockingham Ambulance, the current provider of our 911 service and they were considering because the documents or contract had become public, what was on the table. I don't know if there is a representative from Rockingham that I could maybe bring up to maybe address some questions.

Mr. David Ross, President & CEO of St. Joseph's Hospital, came forward.

Alderman DeVries asked as CEO of St. Joseph's that would put you as the owner of the company or the entity for Rockingham Ambulance as well?

Mr. Ross answered yes, they are a wholly owned subsidiary.

Alderman DeVries asked so you are able to offer up, if you would, counter offers, which I think is where we were last week when we asked for the recess?

Mr. Ross replied that is correct.

Alderman DeVries stated it had been my understanding when we discussed this at the last meeting that Chief Burkush and others seem to be saying that the content of what was coming forward in the contract was very similar. In my opinion,

there was a little difference with how the ambulances that were available, in what I would call in a military term, ready reserve to fill back in should there be total expenditure of the 911 ambulances. I think the Rockingham contract has proven to have a greater depth than what I saw in the new proposal. That being said, it was my opinion that the talks broke down over dollars, that they were looking for dollars to be closer or equivalent. Are you able to bring any new numbers to the table?

Mr. Ross replied I am. Actually I talked to our Board Chair and Chair Elect and Administration and we are more than willing and eager to increase our offer from \$100,000 to \$150,000 per year.

Alderman DeVries responded were there other items in the contract that needed to be...I think the Chief had some concerns about some other contractual items?

Mr. Ross answered we are very confident that we are prepared to be in compliance with each and every term that was requested of us. If there was some misunderstanding or if our responses gave you some questions, we are very comfortable adhering to whatever you would like us to do to comply with the terms of the contract.

Alderman DeVries stated it is my understanding that there is still a cash differential between the two offers. Would that be your understanding?

Mr. Ross responded that would.

Alderman DeVries asked have you identified what that dollar amount is?

Mr. Ross answered I am not sure I have identified it. I can say that my understanding is with our adjustment to \$150,000 the competing offer is somewhere around \$240,000. My understanding is that there is about a \$90,000 difference. We have given this a lot of consideration. I have talked to our employees twice. This is very important for our hospital and I think it is important for Manchester also. We frankly believe that we are the better option. We think that with our 17 years of experience and with our knowledge of the streets and with our great patient satisfaction scores and positive relationship with the hospitals and local healthcare providers that although there is a difference in the monetary aspect we are confident that we are the better option. Unfortunately, we are not able to increase our proposal beyond \$150,000 but it is important for us to let you know that we are somewhat flexible and we want you to seriously consider our bid.

Alderman DeVries asked that is for the two year term correct?

Mr. Ross replied it would be per year.

Alderman DeVries responded so that is \$90,000 per year so the total over the two years differential is \$180,000?

Mr. Ross replied that is my understanding. I have not read the other proposal. I have just heard that from other people.

Alderman DeVries stated I just want to be correct in getting the numbers before us because if I don't I know one of my colleagues will so we want to be sure we are not confusing anybody. Would you be the right person to speak to the concerns or the thoughts that I had about the depth of Rockingham Ambulance and their ability to fill in when there are very many 911 calls happening at once? I don't know if you or Mr. Stawasz would be a better person to answer that.

Mr. Ross responded I think Chris would be a better person. I can try but I think he could answer it better.

Alderman DeVries asked can we have him come forward? I think that is very important for us to understand. I really didn't think we did justice to...I don't believe the two contracts are perfectly equivalent.

Mr. Chris Stawasz, Executive Director, Rockingham Ambulance, came forward. You are looking for information on our back-up capability or our ready reserve as you referred to it, which I actually think is probably one of the most important things that we provide for Manchester that we are not required to provide. We regularly insert additional ALS units into the system on a daily basis and sometimes several times a day. This is done simply by a call to our dispatch center in Nashua to say we need additional units or we need an additional unit just to be available in case we have another call. We provide that without question and we have for all of the 17 years that we have provided service here and certainly would be able to continue that because it makes sense. The proximity of Nashua to Manchester is an 18 mile difference. We move assets up and down the Everett Turnpike on an hourly basis, wherever our demand happens to be. We have a posting station at Exit 10. We also have a posting station at Exit 2 on Route 101 for our Brentwood station where we bring assets back and forth when we see the system getting busy.

Alderman DeVries asked what does that mean? Did you say a posting station?

Mr. Stawasz answered yes, a posting station. We call it posting. The ambulance gets sent to a particular post that will allow them a very reasonable amount of time to get to where we need to send them. For instance, when we see Manchester's fourth ambulance go out, we move an ambulance to a particular post based on what the location is so that they are closer to Manchester or in Manchester if they happen to be there already. We monitor that system for both Manchester and

Nashua on a minute by minute basis. Again, I think it is important that our dispatch system is in Nashua. It is not out of state or out of New England. We know where our vehicles are. We know where every one of them is every second of the day and can move them around effectively.

Alderman DeVries responded would that be a paramedic unit?

Mr. Stawasz replied yes.

Alderman DeVries asked is that what you call the backfilling?

Mr. Stawasz answered yes. We do not backfill with anything but paramedic units unless there is a disaster and we provide some DLS pick-up.

Alderman DeVries asked did I hear you say that this happens with great frequency?

Mr. Stawasz replied every day.

Alderman DeVries responded every day you backfill with additional above what is in the contract?

Mr. Stawasz answered yes every day.

Alderman DeVries asked so for us to look at that true equivalency we need to make sure that that ability is going to be there before we consider changing.

Mr. Stawasz replied you need to make sure it is going to be there and in a timely manner. The contract calls for a ready reserve of I think ten minutes. Nobody is going to wait 10 minutes. I wouldn't expect to wait ten minutes. I wouldn't want to wait ten minutes.

Alderman DeVries asked could you repeat that?

Mr. Stawasz responded I believe the contract calls for a ready reserve of ten minutes for the fifth ambulance. We don't wait ten minutes. Nobody wants to wait ten minutes. I wouldn't want to wait ten minutes. We provide the additional units immediately or as quickly as we possibly can. If we can't, we say it right away.

Alderman DeVries replied so the existing contract says that you have a ten minute period in order to make that unit available and by posting you have that unit available immediately upon dispatch?

Mr. Stawasz answered yes, that is correct.

Alderman DeVries stated it makes a big difference if you are dealing with a golden hour or you are dealing with a cardiac arrest. A matter of ten minutes is brain death or six or seven minutes.

Chairman Lopez asked for my clarification, Chief, can you explain backfill or can somebody explain it so that I understand it?

Mr. James Burkush, Fire Chief, answered the system requires four ambulances under contract and one additional ambulance available within ten minutes. I did run the figures on that. This past year there were 12,500 ambulance calls and we used ALS 5-9, 199 times. As you know, five is required and we didn't separate five through nine so a little over 1% or 1.5% of the time we utilized 5-9 additional units.

Alderman O'Neil asked what was the total amount of calls again?

Mr. Burkush answered 12,500.

Alderman O'Neil asked and that was ALS 1-4?

Mr. Burkush answered correct.

Alderman O'Neil asked and how many times was 5-9 used?

Mr. Burkush responded 199.

Chairman Lopez asked have you discussed backfill with AMR?

Mr. Burkush replied yes we have.

Chairman Lopez asked and they can meet your requirement?

Mr. Burkush answered for all intents and purchases they plan to build a system comparable to what we have in the City. That is what I have been told and you can ask them directly.

Chairman Lopez asked if we can have a representative from AMR come forward I would like to get them on record here.

Alderman DeVries stated I would love to hear that as well but I would like to hear also the response time on ambulances 5-9.

Mr. Burkush replied 50% were over seven minutes and 50% were under seven minutes.

Alderman DeVries stated so they beat the contract of ten minutes at least half the time is what I am hearing.

Mr. Stawasz stated the Chief mentioned 199 calls. Those were actual calls that we did service for. It doesn't take into account the number of times that we have added an additional unit to the system just to provide coverage in case there is a call. That would drive the number up significantly.

Alderman DeVries replied so you immediately...when all four units have a call put into posting as you call it or ready reserve as I call it...you stage them for dispatch?

Mr. Stawasz responded we get a call from fire alarm that says do you have an additional ALS unit and we say yes and they are called into the rotation. They are the next one out if there is a call. Sometimes there is a call and sometimes there isn't but they have one available and don't have to search for one.

Alderman DeVries asked that is why your answer was that it happens daily? It is just that the luck of the draw 199 times an actual fifth call came in?

Mr. Stawasz replied yes. I don't believe we keep track of the number of times we do the actual posting.

Alderman DeVries asked is it possible to have someone from Rockingham stay up as AMR comes up in case we want to ask more questions?

Chairman Lopez answered that is fine.

Mr. Brendan McNiff, AMR representative, came forward.

Chairman Lopez asked can you explain backfill to me?

Mr. McNiff answered I think as the Chief and Chris described, backfill is when your primary units are engaged and your additional units get assigned into the system for coverage. We use a similar model for backfill. I think the difference is during the day time what we had agreed to with the Chief is to add that fifth truck permanently to that daytime rotation. So the times when you see ALS 5, which I think accounts for 199 times, I think there were 115 of those incidents and we would automatically have that truck available as part of the 911 complement during that day time period. So we are looking at the sixth truck that would be part of the coverage, not the fifth. The fifth is included in our proposal.

Alderman Roy stated while we are on the subject I want to bring some things up. First, all of these issues we discussed in the committee. I wanted to bring up that

when we talked about the number of times that the back ups were added, we also asked AMR if they would be able to do that and they said that would be no problem. Is that correct?

Mr. McNiff responded that is correct.

Alderman Roy asked and you are also using posting?

Mr. McNiff answered that is correct.

Alderman Roy stated so it is nothing unique. Last time you were here, I believe you said there were going to be GPS units in all of your vehicles so you will know exactly where they are at all times as well, correct?

Mr. McNiff replied yes. Currently all of our vehicles have GPS. Our fleet is going to be based out of Manchester so all of our vehicles will be coming out of Manchester and the posting will be within the community where they are stationed.

Alderman DeVries stated I have a question for the representative of AMR. We read in our papers recently that there have been some difficulties lately with some of the licenses that have been obtained, particularly in the state of Massachusetts. Can you tell me if any of your staff have been caught up in that?

Mr. McNiff responded there are actually two investigations. There is one in Massachusetts and one in New Hampshire. They are similar in nature. The Massachusetts investigation is obviously moving a little quicker than the one in New Hampshire, which I believe was uncovered afterwards. We had five employees that previously worked for us. We were notified on May 14th that employees have the ability, and this is for every EMS certified clinician, to do their training outside of our organization. The five had sought to do credentialing or recertification classes outside of our company. We were notified on May 14th by the state. Prior to the end of the investigation of the state, I took action, unprejudiced action, against the five employees and terminated their employment. We have a pretty strict code of conduct for our employees. I employ well over 900 caregivers and we have a set of expectations that they did not meet so we terminated their employment.

Alderman DeVries asked would that affect the accreditation requirement of the contract?

Mr. McNiff answered I do not believe so.

Alderman DeVries asked if it does that means a year from now because it is a requirement within one year?

Mr. McNiff replied the accreditation is going to be for our New Hampshire base of operations. The CASA accreditation and we are very familiar with it...

Alderman DeVries interjected I am not.

Mr. McNiff stated of the 135 CASA credited entities, AMR represents about 20% of those across the country. I do not anticipate what happened here in Massachusetts to involve or affect our ability to receive the accreditation in New Hampshire. The accreditation is based on the current workforce and their current ability to be certified. We have and I have spoken to the state, been cleared of any additional personnel that might be involved in any future announcement of any more uncertified people. There is an active investigation as I said that continues in this state as well.

Alderman DeVries asked what guarantee are you giving to this Board that there will not be any similar issues with training as we go forward?

Mr. McNiff responded I think it is important to note that the training was not conducted by us. The training was an independent, third party entity that an employee...I don't think it matters what ambulance service they work for but they are expected to receive in essence 60-70 hours of training over a two year period, whether it is a CPR card, advanced cardiac life support or their recertification training for their EMT. Unless you are going to pay your employees to train with you, what we do is we pay for their classes, which is why 99.9% of my employees were not involved in this. I pay for them to attend their classes, thereby minimizing it. It does mean that they have to go and spend 48 hours in a classroom, which is my minimum expectation but I don't know if I can always prevent any one of our employees or any employer can prevent an employee from choosing to do something disingenuous and deceitful. The proof in our organization is we dealt with it ahead of the state finishing their investigation and we moved to termination of their employment.

Alderman Osborne stated I guess this question is for all of you. Coming out of the last meeting the only difference was, as I said a thousand times then, money. Everything is supposed to be equal here. Now we are tweaking everything. The thing is what is the difference between the \$90,000 difference? The difference between that with me is weighing it the 17 years of experience with one and zero with the other. I think that makes up the \$90,000 to me if not more. So I don't know where we are all going here. We are going back and forth with all of this tweaking but that is the way I feel about it. I think we should come to the end here and get this thing settled one way or the other. We all know which way we are going.

Chairman Lopez stated we are almost there Alderman. Chief, under Item G-4, can you tell me has that ever been implemented with Rockingham? How would you do that? It says “the contractor shall if the Fire Chief under sole direction deems appropriate, negotiate with the city to pay the city for advance life support service which fire department personnel take care of.” Can you give me an example so I can understand that paragraph? It is on page 11 of 23.

Mr. Burkush responded we currently have paramedics on the Manchester Fire Department. When they get to a scene and provide advanced life support, the City can recoup that cost for a paramedic performing his duties. We haven’t done that to date but that is an option. If we increase our paramedic crews and we start providing ALS care to people, the City can recoup that cost.

Chairman Lopez asked and it is at your discretion period and the contractor has nothing to say about it?

Mr. Burkush answered that is correct.

Chairman Lopez asked do you agree with that, Mr. McNiff?

Mr. McNiff answered absolutely.

Chairman Lopez stated I have one other question. I am really concerned when people leave a community and lately Natick, Massachusetts came into play. Do you want to comment on that? The critical care transport truck in Natick, Massachusetts? They shut down.

Mr. McNiff responded the critical care transport truck was part of our agreement with Partners Healthcare. It was tied to the contract. It wasn’t necessarily tied to us as an individual service. We entered into an agreement with Partners Healthcare about 11 years ago. A component to that was to run the critical care program. We went through an RFP process and I believe the letter that Dr. Zane had sent to the committee was about our relationship to the hospital and that program. When the RFP was awarded to another provider, the program went with that other provider.

Chairman Lopez asked Mr. Arnold, for the record do you feel that the \$500,000 is sufficient for the workers compensation?

Mr. Thomas Arnold, Deputy City Solicitor, replied as you are aware there are two bonds called for under the contract. One is a payment bond and one is a performance bond. I think the Committee and my department have looked at that, and yes, we feel they are adequate.

Alderman DeVries stated I have one or two more questions for Mr. Stawasz. In the 17 years, and you have been the director of the ambulance service for that entire time, are you familiar with Aldermen having to come to you to get engaged to correct situations?

Mr. Stawasz replied I have taken phone calls from Aldermen I think on three or four occasions when they had concerns about their constituents and their ability to pay a bill or a balance of a bill, which we promptly addressed. Other than that, I have never taken a service related or a person related issue that I can recall.

Alderman DeVries asked when you say addressed that do you mean within the charitable components you were able to satisfy them that that person wasn't...

Mr. Stawasz interjected absolutely. The requirement for the City to have a board meet to review the free care applications has never met in 17 years. We have always done our best to make sure that people can afford the service and we give due consideration to any financial hardship that they may have. That is who we are and that is what we do.

Alderman DeVries stated I certainly in the decade now that I have served as an Alderman in the City concur with you. Not once have I heard complaints from my constituency about...the number one complaint that we would be likely to hear would be a delay in how long it takes for an ambulance to get there. That would be my number one concern and it is because Rockingham in my mind has proven themselves time and time again that for a \$90,000 differential I am not willing to just throw that out. The number one thing you have brought to the table is that you are there and you are there for the citizens in their time of need in a very rapid response and proven to me that...and the Chief also said that he does not get complaints. We aren't here today because of poor service that was given to us. That is noteworthy after 17 years of good service in something critical. I couldn't agree more with Alderman Osborne that unfortunately this does appear to be about the money. It is a very small amount of money. I don't think it would even be one-third of a penny...our Finance Director is not here but it is not even a blip. It is not measurable. It is tiny in the world of the City of Manchester. I just don't get there and I am sure AMR is a fabulous service. It just isn't proven to me. Seventeen years of reliable service is a big deal, especially in EMS.

Alderman Corriveau stated I have a question for the Solicitor. It is a two year contract with City options, two annual options. Based on my reading it does not appear that should the City exercise its option for any year extension that it will be reimbursed for services. Is that correct? Financially reimbursed?

Mr. Arnold responded I am not sure what you are asking, Alderman.

Alderman Corriveau stated I noticed that the compensation is for 2011 and 2012, so it is a two year contract. Now the City, let's just say we decide it is too much of a hassle to go through another bid process and we would like to stick with AMR for a third year, it appears, based on my reading, that the City would not be reimbursed for dispatch services for a third or fourth year.

Mr. Arnold responded no I don't think that is correct. I think the City would be reimbursed at the second year level of \$243,225. Since the additional two years are at the City's option, the amount wasn't listed as it was during the two year term of the contract. It is my understanding though that we would be reimbursed at \$243,225.

Alderman Corriveau asked Mr. McNiff is that your understanding?

Mr. McNiff answered it is.

Alderman O'Neil stated I am probably going to revisit some items that we talked about last week. I appreciate Mr. Ross being here, the president of the hospital. I wish he was involved during these negotiations but unfortunately those in your previous position or acting position chose not to negotiate at the level that they were requested to. So it is my opinion that Rockingham, along with their parent company St. Joe's, had at least three opportunities if not four to match the offer of AMR. That was a business decision made by St. Joe's and not the City. If you were involved, Mr. Ross, it might have been a different outcome but you weren't involved at the time, I don't believe. Somebody had to be making that decision by the parent company. The difference is \$130,000. Mr. Ross came in tonight and put \$50,000 more on the table. We could ask AMR to do the same thing. Their offer was \$100,000 a year. That is my understanding. So it is \$135,000 a year difference, not \$90,000 a year. The City asked the Fire Chief to put together an RFP and to look for dispatch fees out of it. He put together a staff committee of Deputy Chief Nick Campasano, Deputy Chief Dan Goonan, Captain Chris Soderberg, Lt. Steve L'Heureux, the President of the Firefighter's Union, Ryan Cashin, Deputy Solicitor Tom Arnold who happens to be an EMT, the Public Health Director Tim Soucy, Dr. Tom Dupuis, EMS Medical Director for the City, Alderman Jim Roy, retired Fire Captain and EMT instructor and I joined the committee self-appointed I guess. There were weeks and many, many hours spent on this subject preparing the RFP, reviewing the submittals, going back out a second time...again many hours spent. This recommendation comes unanimous from those I just listed. I don't think I missed anyone. Chief Burkush, Nick Campasano, Dan Goonan and throughout their organization live with this every day and I know it wasn't an easy decision for them but at the end of the day it was their recommendation. Alderman Roy has the experience from being on the fire service and also sitting on our side. It was his recommendation. I don't think we can look at that lightly. That was the direction given the Fire Department from this Board. They did exactly what we asked them to do. They made a

recommendation and we need to stand behind them. In my opinion the proposals were equal. There was no difference. At the end of the day the decision was about the finances and the reimbursement to the City. I am not overly concerned about the change. We have been through changes here, as I mentioned, from the Fire Department to Staff Care to Chaulk to AMR to Rockingham. So we have been through the changes here in the last 20 to 25 years of various providers. I pointed out that I see a gentleman working for Rockingham that I know goes back to Staff Care. Alderman Roy mentioned to me that he saw two people in the audience at the last meeting who go back as far as Staff Care and they went from Staff Care to Chaulk to AMR to Rockingham. The gentleman from AMR mentioned that they have 71 applications. I would guess quite a few of them are Rockingham people. At the end of the day we have to trust our City staff who make this work. It is the Chief's responsibility and his senior staff to make sure that the citizens of this City receive the best quality safety services, including EMS. It is their recommendation, those responsible, that this contract be awarded to AMR. I think we need to support them in that recommendation.

Alderman Osborne stated I don't feel that way. I am still going with experience here. We should have had an auctioneer here instead of us as far as I am concerned. This is all we are talking about is money, money, money. Everything else is equal here outside of the experience of being with the City for 17 years. I don't know how you can compare that. If AMR was in Rockingham's shoes I would feel that way too about them. It is not that I am trying to pick sides here. Believe me I am not. I am not that type of guy and I think everybody knows that. But again we are talking money so you have to weigh the experience. You are both equal and you both have experience the same as each other but you have to put yourself in Rockingham's shoes too. If you were here for 17 years and we were trying to do this for \$40,000 or \$90,000 or whatever it is, I don't think you would feel good about it either. It is a very tough decision for me too. Not only for everybody who worked on this committee but it is a very hard decision for the rest of us up here. So let's be equal about this all the way around.

Chairman Lopez stated I have a question. I want to follow-up on Alderman Corriveau's question to the City Solicitor. In 2011 and 2012, as we know we do the budget process from January until June and this year we were able to complete the budget earlier than normal. Is there a provision in here, and I haven't read the whole contract so I don't remember, but does it say when the negotiation will take place for 2013? The point that I want to make is that between January and June of 2012 we will have to know where we are going in 2013 and what that money would be, whether it be \$243,000 or escalated or negotiated if we are going to extend another year. I am looking for a date in the contract when negotiations will take place for the 2013 budget.

Mr. Arnold responded I don't think that is what the contract envisions, Alderman. The contract provides that the City in its sole discretion may extend the terms of

this agreement by two one year terms. So all the City has to do is give notice to AMR not less than 30 days prior to the end of the term that it is extending the contract and the contract will be extended.

Chairman Lopez replied that is what I am worried about to this degree. If you have 30 days and as we are talking about it now it is June and we have the term over in six months. Rockingham is done in December correct? So we are talking six months for turnover here and in the contract it speaks of 30 days. We all know that when push comes to shove and we only have 30 days we will extend the contract. If you see my drift shouldn't there be more than 30 days so we know exactly where we are going in 2013?

Mr. Arnold answered the contract says not less than 30 days. The Fire Department could give notice six months ahead of time on their plans to extend the contract. They just can't give less than 30 days notice.

Chairman Lopez asked so the Chief would start negotiating for 2013 come January 2012?

Mr. Arnold answered as I said, I don't think negotiations would be necessary. All he has to do is give notice that he is extending the contract. He doesn't have to negotiate.

Chairman Lopez asked but extending the contract at what price?

Mr. Arnold replied the price, as I said before, would be the price that is listed for 2012. That would extend to the two, one year extensions if the City chooses to exercise those extensions, again at the City's sole discretion.

Chairman Lopez stated let's say for example and I hate to prolong this vote but I want to make it clear in my own mind so let's say a different Board says Chief, we want you to go out for a contract - the same thing that is happening to Rockingham and AMR comes in and says we will go into 2013 and give you \$275,000. Is that okay in this contract or is that solely the Chief's responsibility?

Mr. Arnold responded I don't think there is anything in this contract that prevents the Chief from negotiating with AMR for more money. What I am saying is under the contract if the Chief extends it giving no less than 30 days notice that the compensation as listed under Item D1(b) \$243,225 is what would be paid. If the Chief chose or the Aldermen directed the Chief to attempt to negotiate something more, the Chief is free to do that. However, in the end all he has to do is give notice and they are bound to pay the \$243,225.

Chairman Lopez stated I am going to call for a motion but I think Alderman Corriveau wanted to speak first.

Alderman Corriveau stated I was just going to say that this has been a very illuminating process for me. Not being an expert on the EMS community and having heard a lot from employees and those who utilize the services of Rockingham as well as AMR and having talked with Chief Burkush and members of the working group for me this decision doesn't come down to money. It comes down to, and I think Alderman O'Neil said it well, credibility. I just cannot believe that so many leaders, public safety leaders in our community would in any way make a decision that would jeopardize the health and welfare of Manchester residents. It is that credibility that weighs with me and I know Alderman Osborne at the last meeting said all things being equal who would we go with and I understand. Unfortunately all things are not equal. That makes me really feel for the employees of Rockingham but so many people of great reputations in the public safety community have made this recommendation and their credibility is on the line here too so I have no doubt that with that being the case while this is not an easy decision by any means I think that this contract is certainly suitable for a city as decent as ours.

Chairman Lopez stated we have to move this along because we have other business to take care of.

Alderman DeVries stated if I could briefly start with a statement because changing ambulance service is never seamless. It is never easy especially if you are bringing in a new ambulance service from outside of town. My background was also in EMS and I worked for Staff Care when Staff Care first came into the City and took over from the Fire Department. As hard as they worked to pay more than any other ambulance service to have the crème de la crème of personnel providing the service and to train us ahead of time it was not pretty and the lack of knowledge of addresses and the unique back alleys of Manchester and how you gain entry into buildings, where there is a fire box, where the fire box is located that may have keys stashed is something you learn over time and that is what the seasoned EMS response that Rockingham offers really comes into play. You can't discount that. To me, that is worth more than the cash differential of \$90,000 and I redid the math. To me it looks like in 2011 it is \$85,000 and in 2012 it is \$92,000 and change. All of that being said, it just wasn't enough for me to say I am willing to put that potential delay on the line for my citizens who have never come to me with a complaint before in 17 years. I know the service of Rockingham too well to disregard that for such a small differential. Mr. Chairman, you seem to be getting at the continuation of what the compensation for dispatch might be and I would suggest that an escalator built into this contract to address years 2013 and 2014, should they be awarded, might be the solution that you seem to be looking for, saying that for dispatch services...there seems to be an assumption of an escalator between years 2011 and 2012 and whatever that percentage is I am sure the Chief knows. Maybe that assumption would continue on in years 2013 and 2014 of the contract. I would have to think you were getting

at what might be the cost of future COLA's or other HR costs or whatever else might go into that for the dispatch center. Chief, was there a percentage or multiplier that you built that number on?

Mr. Burkush answered I think it was about 3%.

Alderman DeVries responded it looks like it is about 3% or 4% to me but I didn't know if it was a random figure or percentage. Maybe 3% or 4% would be a multiplier that might get us...I would say at the very least Mr. Chairman you might think about making that motion and I will let you lead with that motion to be sure that the contract is reflective of what you believe would be the case. That it is not just a continuation of what 2012's dispatch reimbursement is but there is that escalator should the further options be exercised in years 2013 and 2014.

Chairman Lopez stated I think I would be comfortable that in 2012 the Chief will report to the Board of Mayor and Aldermen in reference to whatever contract is awarded. In this particular case if it is awarded to AMR it is the Chief's responsibility to notify us since he is the overseer of the contract. He would have to notify us whether there is going to be an extension of the contract or whether they are going back out for RFP or what the amount of money is or whatever is negotiated at that time. Do you agree with that Chief?

Mr. Burkush replied yes, I do.

Chairman Lopez stated okay and the City Clerk will follow that up to whoever is here on the Board at that time. I am satisfied that it is on the record.

Alderman DeVries stated I just checked with the City Clerk and there is not a motion pending before us.

Chairman Lopez responded if you want a motion I will put that in motion form. Which one are you talking about? What I just said? The motion I am going to put on the table...Alderman Osborne wanted to talk one more time and then Alderman O'Neil and then I will put a motion on the table.

Alderman Osborne stated I have said it enough but the committee that worked on this did an excellent job. I am not against the committee that worked on this at all. They did what they were supposed to do. They came up with a dollar difference. That is all they did. Everything again is equal. I can say this a million times. So what makes the difference in my eyes is again an outfit that has been here for 17 years and proven themselves. Now you are going to have to gamble for 17 years if the other one can do the same thing. This is the big thing and I am sure everybody on the Committee agrees with me deep down inside. They did an excellent job. Again, all we are talking about is the dollar difference, which doesn't make the difference on experience of being with this particular outfit for

17 years and what they have done. I have had a couple of calls in my own family...I have never brought this up before but the time response was five minutes. I am telling you the truth here. That is fine. I am not going with it because of that but it is just, again, the 17 years of service.

Alderman O'Neil stated I would be remiss if I didn't recognize that there were actually three other members of the committee. The Fire Chiefs in both Goffstown and Derry served on the committee. They both have municipal ambulance services and the EMS Coordinator from Derry served on the committee as well. I need to recognize them. Rockingham has served the City of Manchester well over these last 17 years. There was a process and unfortunately they chose to not meet the same requirements of AMR. Again, I can't help that. They made a business decision but they have served us well. The staff committee spent a lot of time on the need over and above the dispatch fee for a Fire Department EMS Coordinator but the money wasn't there. They felt very, very strongly about that but I think they are going to make do with the Chief and the Deputies administering the contract. With all due respect to my colleague to the left regarding the issue of delays with a new company, the very serious issues in this City the Fire Department is responding anyway and most of the time they are the first ones on the scene. So we should not leave the public with any thoughts at all that a potential change is jeopardizing public safety because it just absolutely is not. I will end with just saying that we asked our City staff to carry something out. They did. They went over and above in the number of hours that they spent on this and the thoroughness of their work. The recommendation was unanimous from 13 people regarding the selection of AMR.

Chairman Lopez stated I just want to say that it is a compassionate issue any time you move from one vendor to another vendor but I have reviewed everything. I probably know more about the ambulance service than I ever expected to but as someone who is very familiar with the budget that we Aldermen and the Mayor put together asked this to be done and the process was in place. Therefore, I would accept a motion from the Committee to accept the agreement between the City of Manchester and American Medical Response of Massachusetts as presented by Chief Burkush.

Alderman O'Neil moved to accept the agreement between the City of Manchester and American Medical Response of Massachusetts as presented by Chief Burkush. Alderman Corriveau duly seconded the motion. Chairman Lopez called for a vote. Alderman DeVries and Alderman Osborne were duly recorded in opposition. Chairman Lopez broke the tie by voting in favor of the motion. The motion carried.

Chairman Lopez stated we have other business to discuss. Thank you gentlemen for coming. We will be taking this up again at 7:30 tonight.

NEW BUSINESS

Chairman Lopez stated we received a letter from Alderman Patrick Arnold regarding an appropriation to the City's Façade Improvement Program. I call upon Alderman Arnold and Jay Minkarah to come forward.

Alderman Arnold stated I appreciate the Committee taking up this item this evening. Just to paraphrase the memo I sent to the Committee, the City's Façade Improvement Program promotes commercial property owners and tenants to basically enhance overall appearance and market appeal to conduct renovations on their properties mostly in the downtown area but in other neighborhood business districts as well. It has recently come to my attention that this program has exhausted all of their fiscal year 2010 funding due to unprecedented demand. As a result, unfortunately local businesses and property owners are being turned away and being denied the opportunity to participate in the program. As the memo indicates, I am requesting that the Committee consider transferring \$25,000 out of the one time economic development account to fund this program somewhat so that downtown business owners and property owners can participate in the program. As you mentioned, Mr. Chairman, the Economic Development Director is available for questions as is the Finance Director.

Chairman Lopez asked the first question is for the Finance Director. Is it legal to take money out of the one time account for this?

Mr. William Sanders, Finance Officer, answered it is certainly consistent with economic development activity in the City. The Finance Department would agree with that. It is an improvement to the business environment downtown. The ordinance language itself does not specifically provide for funding this grant program, which it essentially is. The ordinance really specifically talks to capital expenditures or operating expenses in terms of the types of expenses. I think a vote of ten Aldermen would be appropriate in order to do this transaction.

Alderman O'Neil stated you just said that the ordinance specifies...

Mr. Sanders interjected the ordinance provides that monies can be used for operating expenses; for example, what we did with the bus station six or eight months ago or for capital projects, which in conversation with the Solicitor we didn't think this necessarily fit.

Alderman O'Neil asked capital development expenses or economic development expenses?

Mr. Sanders answered capital expenses like the purchase of the Jac Pac property for example and that sort of thing.

Alderman O'Neil asked is it your opinion that we would have to amend the ordinance?

Mr. Sanders replied no. I think with the vote of ten Aldermen you could do this because the ordinance doesn't speak to this particular type of transaction.

Chairman Lopez stated normally we put something in the Façade Program but we didn't do anything this year.

Alderman O'Neil stated I have a further question for Mr. Minkarah. How can we encourage that the money gets spread around the City and are we tracking it that way?

Mr. Jay Minkarah, Economic Development Director, responded we don't require that it be dispersed in a certain area but we have made particular outreach to some of our neighborhood areas so we really have expanded the reach. We have a couple for example now in the Somerville Street neighborhood, which is something we hadn't done previously. We had outreach on the West Side. Although there is no formal allocation formula, we have definitely made an effort to reach out more into the neighborhood business district.

Alderman O'Neil asked it is not critical for my support of Alderman Arnold's request but can you at some point provide for me and if the rest of the Aldermen want it fine but where...kind of define the geographic locations in the City where this program is. It would be nice if it got spread around a little bit. The only other thing is my belief that we need to make sure in the application process that we tighten it up. There was a potential questionable granting of the façade program. I think we have to do a better job of reviewing the applications and knowing more of the background and tighten up the qualification process a little bit. We don't need to go into any further detail than that but I believe that is important. Again, it is not critical for my vote today to approve this but I would like to see some guidelines from the department – whatever we are using now and what we could use to tighten up the review process a little bit.

Alderman Corriveau asked Jay, with this program expiring, was there any discussion for the future making this something, rather than a grant, akin to a revolving loan fund?

Mr. Minkarah answered we haven't had that conversation. We do have a revolving loan fund. There has also been significant demand for that program. This was a specific grant program. It is certainly something we could talk about. The revolving loan fund does allow for façade improvements, along with many other potential uses. This was a grant program specifically for facades. Certainly that is something we could look at in the future.

Alderman Corriveau responded since we are talking \$25,000 here and it appears as though the demand is clearly going to exceed this and it has been exceeding the \$75,000 that it has been funded at, will that be something that MEDO will be directing applicants toward when the funding is exhausted? 'Hey look, maybe the grants are done but we have a revolving loan fund you should consider.'

Mr. Minkarah replied we definitely will as well as give them any other options out there. We will also certainly be looking for alternative sources of funding because you are right that we are going to go through the \$25,000 quickly.

Alderman Corriveau asked considering this would be funded at \$25,000, is that cap now too high? Most applicants I assume are probably well under this cap but considering the amount that has been requested, does the cap need to be adjusted?

Mr. Minkarah answered I don't think we need to formally adjust the cap but it is definitely something we will look at. Oftentimes what you are looking at for improvements are fairly small and they come well under the cap. Sometimes though the amount that we can make available is insignificant. For example, the former Merrimack Restaurant where Portland Pie has gone in, just looking at that visually you can appreciate that the cost is substantially more than say \$10,000. I think in general we are obviously going to try to be very judicious with these remaining funds.

Alderman Corriveau responded that leads right into my final question. Could you get us a couple of examples of some landlords or businesses that have used this program and have aided in the City's beautification process?

Mr. Minkarah replied so far this fiscal year we have done 25 and 15 are in process. There are a lot of businesses and obviously Portland Pie is a very good example of one that had extensive work done to the façade. Windsor Way is another very recent one. We have done virtually every restaurant or almost every business that has opened up on Elm Street – Z, XO, Ignite. Some are more extensive and some are less. Some of the ones that are probably less obvious are the former Freeds Bakery on Manchester Street where they are doing the Meals on Wheels program. They did a fair amount of work there on windows and doors. Halle Oil is kind of another one that is tucked away in a neighborhood that you may not have seen. They have also done a fair amount of exterior improvements. We have some small barbershops and then again some of the ones that are very obvious that everybody has seen. 913 Elm Street, the Pickering Building, that was one people probably didn't really notice. That was a little different. That was mainly brick cleaning. The façade became a lot brighter. So there are a wide variety of examples out there.

Chairman Lopez stated you might just want to send everybody a list.

Mr. Minkarah responded I can do that.

Alderman DeVries asked Mr. Minkarah can you help us understand...do you award the grants first come first served? Is there a point system that you have developed so you can score the proposals?

Mr. Minkarah answered that's right. It is first come, first served. They come in and we determine whether they are in a qualifying area and if what they are proposing to do qualifies for the program. There is a job creation requirement because these are CDBG funds. It has to be an improvement that will result in the creation of jobs – a new business or expansion of a business typically. Then because this is CDBG we also have other requirements, such as Davis Bacon requirements that we have to monitor. So they have to qualify. If they are willing to work within those parameters then we accept their application.

Alderman DeVries asked and the waiting list is taken care of in the same chronological fashion? The application waiting on the list the longest will be the first served by the new dollars?

Mr. Minkarah responded we are going to go back to each of the ones we have turned away at this point in order of their inquiries. We have never had this problem before. Until this year, there has always been more funding available...just for example in FY09 we did five façade programs. This year it was 40. We have never seen this kind of demand before. Obviously that is in part due to the economy and it is in part due to more aggressive marketing. Yes, we will take them...right now those we had to turn away we will go back to in order of their applications.

Alderman DeVries asked do the City dollars become a match to CDBG dollars? Is that how it works?

Mr. Minkarah replied yes, it is a one to one match so they have to privately raise...

Alderman DeVries interjected one to one?

Mr. Minkarah stated yes and typically it is much more.

Alderman O'Neil stated I have a question for Mr. Minkarah but I am going to ask Alderman Arnold to weigh in on this. Alderman Corriveau brought up a very good point about the cap. Should we adjust the cap down so that there can be more bang out of this? For instance, \$5,000 per property and up to \$3,500 per tenant? We are going to burn through that money pretty quickly so I am wondering, and again, I would seek any input from Alderman Arnold who proposed this. We may want to reduce the cap number to make sure it is spread around a little more.

Mr. Minkarah responded that is definitely something we can look at. I think what I would like to do is do that informally if possible. I think what we would do first is look at those we turned away and see what it was that they were seeking in terms of funds just to make sure that we don't wind up denying something that we really did want to encourage. You are absolutely right though that we obviously have to spread these monies around.

Alderman O'Neil stated I wouldn't want to see us do it informally. I think it is either the criteria or it is not. This is probably going to be the one time of doing this for FY11 even though we are not quite there yet. We can't be coming back...I don't think it was purposely targeted during the CIP process but honestly it is not the highest priority. I support what Alderman Arnold is requesting. As Alderman Corriveau brought up, I think lowering the cap number might allow us to get a little more play around the City and if we are wrong then we come back and adjust it.

Chairman Lopez stated I would just like to say, as someone who was involved in the façade program for a number of years when it was in the Planning Department, there are a lot of people who don't even qualify. Some people need \$20,000 to do a façade and they don't get the money. So \$5,000 doesn't go very far when you are doing a big awning and painting and putting in new things. So I would recommend to the Committee that we approve this and at the same time Economic Development could provide some guidelines to the Committee and give us some background information regarding the type of money that we have loaned out and exactly what they have done. I think the Committee will see that \$2,000 or \$3,000 isn't going to go far. We will just keep the money there. That is what would happen. I would recommend that the Committee approve this and we get information from the Economic Development Director in the future.

Alderman Arnold stated I echo your comments. I will just say that my discussions with Economic Development staff indicated that the vast majority of these applications come in far below the cap. Am I correct?

Mr. Minkarah responded yes.

Alderman Arnold stated that suggested to me that lowering the cap at this point wasn't necessarily justified but I do think it is something we should consider in the future if in FY11 or beyond we identify supplemental funding not necessarily from this one time account but from some other source. I think that is something to consider too.

Alderman Corriveau replied I certainly understand that and I support this proposal absolutely. My only concern with this was that theoretically five property owners could spend this whole fund. With certain guidelines in place I certainly think that

everyone acknowledges that it is in the City's best interest to spread this money around and I certainly commend everybody for that.

Alderman O'Neil moved to approve the request to transfer \$25,000 out of the one time economic development account to fund the City's Façade Improvement Program. Alderman Corriveau duly seconded the motion. Chairman Lopez called for a vote. There being none opposed, the motion carried.

Chairman Lopez stated the next item we have to take up is a communication from the Derryfield Restaurant. If we can have the representative from Parks and Mike Lanoie from the Derryfield Restaurant come forward please. This is a request that it has come to Mr. Lanoie's attention that there is currently no one providing food and beverage service at the golf course and he is requesting that they be allowed to provide this service to golfers. The restaurant is prepared to purchase food and beverage carts to serve sandwiches, hot dogs, candy bars, soda, water and beer. He states that their servers have been trained in the proper serving of alcohol. They are proposing the purchase of a food and beverage cart for \$12,000 and providing all insurance needed for this operation. It will operate under their liquor license. The City will realize an additional rent of 2% of gross sales from the cart. That is the letter that was sent to me and the Board of Mayor and Aldermen. I think everybody has a copy of that. What are your wishes?

Alderman O'Neil stated I don't have an opinion one way or the other. I have had members of Derryfield Country Club say to me that it is a good idea and I have had other members say they think it is a bad idea. I don't know why this is coming up now unless it came out of a conversation that someone had and it was felt that they should bring it forward at this time. It is not going to change the finances of the golf course. It is not going to change the need to do the improvements. This is not going to bring members back nor is it going to keep members. I have had some people tell me they are against it and others tell me that they are in favor of it. I really don't know why after all these years we are doing it and maybe that is something someone can explain to me. Why is the request coming in?

Mr. Mike Lanoie, Derryfield Restaurant, stated I can answer that. For the last 17 years we have been providing services to the golfers for the outings. Last Friday we did hamburgers and hot dogs out there for a charity. Up until this past year, there has been a concession from a private citizen whose name is Otis. I am not sure of his last name. He just passed away. Mike Ryan approached me and said these golfers out there don't have any source for sodas or waters or any food for five hours. They can stop at the restaurant after the turn, meaning crossing Mammoth Road to come into the restaurant and get something. I was approached awhile back by Dennis Smith and Alderman Lopez asking me if I would consider building some sort of a structure to sell food and beverage to the golfers. At that time, I was opposed to doing it because of the cost of the structure and I felt that

something more mobile would be better. Since then I have done some research and got the cost of a food and beverage cart. To make it worth my while I want to sell beer on the cart also as many other golf courses do in New Hampshire. To name a few there is Manchester Country Club, Beaver Meadow in Concord, and Passaconaway. They all have a beverage cart and they all sell beer on it and they don't have any problems. The cart would be manned by someone who is trained by the state in distributing alcohol. We would have our liquor license on the line with this just as we do on the deck or anyplace else, so it would be controlled and there would be no abuses because I would be risking my liquor license. So that is it. Really the timing of it is because of the passing of Otis and the need from the golfers. Those who are opposed to it don't have to buy anything from us.

Alderman O'Neil asked are we talking one cart?

Mr. Lanoie answered yes, one cart, and I have pictures of it if anybody wants to see it.

Alderman O'Neil asked are you looking for a permanent commitment? Would you be fine if it was a trial through this fall? What are you looking for?

Mr. Lanoie replied probably permanent due to the fact that I have to purchase the cart for between \$12,000 and \$15,000. Certainly if there were any problems I would be willing to sit with the Parks people to discuss it.

Alderman O'Neil asked Mr. Arnold are we going to have an agreement to do this or is this just a yes or no vote?

Mr. Arnold answered I would presume that we would want to have some kind of agreement because I would want to make sure that there is adequate insurance coverage and that sort of thing to protect the City. So whether it is a modification to the current contract or a side agreement so to speak, we could talk about that.

Mr. Lanoie responded we would be happy to sit down with the City and any insurances that they feel would be required we would get.

Alderman O'Neil asked would you be willing to allow that if the Board voted that at some future date because the Board thought there were problems we could terminate that portion of the agreement? Would you be okay with that?

Mr. Lanoie answered I guess I would have to be but with the understanding that this would be a substantial investment on our part.

Alderman O'Neil stated understood, but if there is a problem I don't want to make a perpetual timeframe on this. If there is a problem, it is going to have to go away; plain and simple.

Mr. Lanoie responded I agree.

Alderman O'Neil asked so that could be in this agreement?

Mr. Lanoie answered yes.

Alderman Osborne stated I guess you started at the Derryfield Restaurant and are doing a good job at it.

Mr. Lanoie responded yes we have been there approximately 17 years.

Alderman Osborne asked this is your livelihood, right?

Mr. Lanoie replied yes it is.

Alderman Osborne asked so what you are trying to do is increase your profit a little bit?

Mr. Lanoie responded yes, obviously.

Alderman Osborne stated being in business myself I am just going through the motions here I guess. I have no problem with it really. I guess the people who don't want to eat off of your stand don't have to eat off of your stand, correct?

Mr. Lanoie replied correct.

Alderman Osborne asked and if they don't want to drink off of your stand they don't have to have a drink off of your stand?

Mr. Lanoie answered no, they don't.

Alderman Osborne asked and it is not going to be in the way so they have to yell "four" at you all the time correct?

Mr. Lanoie responded hopefully not.

Alderman Osborne stated okay, I have no problem with it.

Alderman DeVries asked the 2% potential proceeds coming to the City, what is that guesstimated to be?

Mr. Lanoie answered 2% of the gross sales. It is hard for me to guess at what they might be but I am going to say probably a few thousand dollars.

Alderman DeVries asked \$1,000 or \$2,000?

Mr. Lanoie responded I said probably a couple of thousand, \$2,000.

Alderman DeVries replied I am just assuming you have some kind of idea since you are investing \$12,000 into the cart what kind of numbers you might be able to turn on this.

Mr. Lanoie stated in checking around I have heard that the cart should gross before all expenses between \$65,000 and \$90,000 a year.

Alderman DeVries asked does this require you in any way to change your liquor license?

Mr. Lanoie responded yes, it does. They need a letter from Parks.

Alderman DeVries stated I have a question for the Solicitor regarding the liability to the City. Have you taken a look at this and would you like to speak to that?

Mr. Arnold responded I would think the liability to the City would be rather minor; however, as I mentioned before we would be checking to make sure there is adequate insurance coverage in place with the City as an additional named insured to take care of any liability that might occur.

Alderman DeVries asked knowing that one very horrific car accident can very quickly chew up insurance coverage, should the City be concerned as being considered the deep pockets that will be turned to for what is not covered by insurance?

Mr. Lanoie answered when we came to an agreement with the City five years ago, Mr. Ntapalis gave us a copy of what the City expected for insurance and would have liked and we got exactly that insurance. I am prepared to do the same thing again.

Alderman DeVries stated I understand that. I guess my question goes more to...I think it is my impression that a hold harmless agreement wouldn't really have a deep applicability to the City but what are the Solicitor's thoughts on that? Is there something bigger that we could put in place to say that the City is not going to be on the hook for this just as we tried to do for the bar that exists already at the restaurant?

Mr. Arnold replied if the Board desired, we could enter into an additional indemnity agreement but as I said we will get adequate insurance coverage with the City as additional named insured. That means that if the City is sued the insurance company will be obligated to come in and defend.

Alderman DeVries stated my next line of questions would go to the Clerk because we have vendor license agreements that are in place. What is the applicability here?

Chairman Lopez stated I would like to answer that. We have a contract with the Derryfield Restaurant to get X number of dollars and if this is going to be an amendment to put a cart on that is revenue coming in. So if you are getting to the point that he has to have another license, I don't believe so.

Alderman DeVries responded he would have to be licensed with the state and the oversight for all of that licensure I would imagine would be with the Clerk's Office. The Health Department will take a look as well. My question is there is a licensing provision for every other vendor of the City for a food cart and wouldn't you assume that this would be identical in this circumstance?

Mr. Lanoie replied I am not sure of that because it is just an extension of what we are doing. We are already selling food on the golf course but if a license is required, we will get the license or any permits needed.

Alderman DeVries stated I apologize that I can't speak into the microphone and look at the Clerk but if you want to weigh in on that as well, Matt.

City Clerk Matt Normand responded we were certainly operating under the impression that an annual vendor's license would be required.

Mr. Lanoie replied that won't be a problem.

Alderman DeVries stated it is important stuff to get on the record and I am glad that we ironed some of that out. I was getting comfortable with the food component though I certainly think this should go out to bid. I would have to imagine there are many vendors that would love to have that kind of an audience to serve to but you and I, Mr. Lanoie, had a brief conversation last week to ground me in the fact that you are already the food server on the premises and that would be unfair to enter a competitive component in to undermine that. I am mindful of that. I am not sure I have reached a level of comfort with the alcohol. It just seems that that is more difficult for your trained servers to control. Once they dispatch a beer and drive away, how is that beer being shared as opposed to a bar where they have a greater line of sight or visibility that a beer or drink is not being re-served to another individual.

Mr. Lanoie responded in the bar we have patrons who are mobile. They move around. They go outside and come inside. So we are selling just under \$2 million worth of liquor in the bar and we control that. We control where they move and where they don't.

Alderman DeVries replied I understand but it is still within a contained premises where you have many eyes watching.

Mr. Lanoie stated the Liquor Commission has addressed that with me also and they said there will be a limit on how many beers I can serve to an individual. I can't serve too many and I have to make sure that those beers are going to that individual and not anybody else. In other words, if you came to me and said I will have six Budweisers I would say, 'Sorry, but I can only give you one or two and pour them in a cup for you.

Chairman Lopez stated we have to move along here.

Alderman DeVries responded I am sure the Committee will take its vote.

Chairman Lopez stated I just want to ask a question of the Parks Director. What is your position?

Mr. Peter Capano, Chief of Parks, stated we are encouraging that you pass this proposal. We think it is a good one.

Alderman Corriveau stated to follow-up on Alderman DeVries's earlier line of questioning, where does the 2% come from? Why 2%?

Mr. Lanoie responded it is in our contract. You get 2% of gross sales over a certain number and since we are already over that number this would only add to it.

Alderman Corriveau asked so that 2% is what you currently pay for concessions from the restaurant?

Mr. Lanoie answered yes, plus a monthly rent.

Alderman O'Neil stated I am going to support this but I am going to support it with the condition for the Solicitor that we enter into a revocable agreement meaning if there are any problems we can get out of it. I don't expect there will be. We have had limited or no issues with the restaurant. That would make me comfortable that there is an agreement so if three or four years down the road there is a problem we can get out of it. I won't vote for this permanently.

Alderman Osborne moved to approve the proposal.

Alderman Corriveau asked how long is our current contract with the Derryfield Restaurant? It should probably concur with the length of that contract.

Mr. Lanoie answered it is a 25 year contract with approximately 20 years remaining.

Alderman Corriveau stated so no more than 20 years.

Chairman Lopez asked Alderman Osborne are you just moving to accept the proposal or the proposal with conditions?

Alderman Osborne answered I am moving to accept the proposal. What else do you want me to do?

Chairman Lopez replied well Alderman O'Neil...

Alderman O'Neil interjected I just suggested that we have a revocable agreement so if there is a problem two years or five years down the road we can...

Alderman Osborne interjected I would think that would automatically be put in there somewhere anyway right?

Alderman O'Neil stated well, it is not automatic. We have to make it part of the motion.

Alderman Osborne asked how would you draw this up Mr. Arnold? Would you need a motion like that?

Mr. Arnold replied it depends on how the Committee, or the Board rather, votes ultimately. If the Board instructs that it wants a revocable agreement, we will do a revocable agreement. If the Board instructs it wants something else...we will draft whatever the Board requests.

Alderman Osborne stated well I am sure if there are any problems we want to be able to get out of it, that's for sure.

Chairman Lopez responded correct, and that is what Alderman O'Neil suggested and the owner agreed to that.

Alderman Corriveau asked there would be a termination clause in this correct?

Mr. Arnold answered again it would depend on the ultimate Board vote. If the Board desires to have a termination clause then yes we would put it in. On other types of licenses the Board has just instructed that it be a revocable license, which means it is in place until through some mechanism...the Board has done it a number of ways which is why I say it depends on the Board's vote.

Alderman O'Neil asked Tom, your recommendation when I asked you the question was that it be a revocable agreement?

Mr. Arnold replied to express your concern that the Board be able to revoke the agreement, then yes, I would make it a revocable agreement that would probably provide that the license is in effect until it is revoked by either staff or the Board.

Alderman Osborne stated I think the Solicitor is here to protect the interest of the City.

Alderman O'Neil asked was that your motion Alderman Osborne? For a revocable license?

Alderman Osborne replied we are not lawyers. In other words he is back there to protect the City like he should.

Chairman Lopez asked does your motion include the revocable agreement?

Alderman Osborne answered that is fine.

Alderman O'Neil duly seconded the motion.

Alderman DeVries stated I have a question for the Clerk who has the expertise in granting the licenses and going out to bid, if you would, for those different carts. The highest amount of money that you have received for a cart has been what dollar amount?

City Clerk Normand responded we have gone out to bid at the recommendation of this Committee in the past for City Hall Plaza and we received a bid of \$5,000. The most recent bid was \$2,000 for the present vendor that is out there today.

Alderman DeVries asked do you have any idea what the sales would have been? Is that part of the information that you would have gathered? Do you know how much business they did off the cart?

City Clerk Normand answered we generally don't look at their receipts so I am not sure. I could probably find that information out but I don't have it today.

Alderman DeVries stated I would have to imagine that the locations would be somewhat similar. They both have a very good flow of potential clients coming in. Do you, Mr. Lanoie, have any kind of idea what kind of sales came in on the shack? I realize that we are not really talking apples to apples because they didn't provide alcohol.

Mr. Lanoie stated I have no idea.

Alderman DeVries stated I think we are a little low on the price and I would hope between now and this evening you might consider that. I am assuming you are trying to bring this to a full vote tonight.

Mr. Lanoie responded I would like that but as far as the price goes, I have a substantial investment of \$600,000 in that property. We are currently selling food and beverage to the golfers on the golf course. The rent structure that I have, I am currently paying the City \$160,000 a year plus or minus, which is 6% of my sales. The average in the industry should be between 4.5% and 5%. I feel that I am paying...and I am not complaining about it but I am paying on the high end of what a restaurant should be paying in rent. I think that we have had a good arrangement over the last 17 years. I remember when I took it over the people prior to me were going bankrupt and they weren't paying their bills and they owed the City four months rent. I think we have turned that around considerably so it has been a win-win situation in this partnership with the City and I would like to keep it that way.

Alderman Corriveau asked are we voting essentially to authorize the City Solicitor and the Director of Parks...

Chairman Lopez interjected we are voting to authorize the Derryfield Restaurant to put a food and beverage cart on the golf course.

Alderman Corriveau asked so we are actually voting for that? We are not voting to authorize an agreement be drafted?

Chairman Lopez responded the agreement will...as the motion states the Solicitor and the owner will put the revocable clause in there as voted by the Committee and the full Board. I don't think there is any need to hold this up. Let's remember that the Derryfield Country Club exists because of negotiations that were done by some Aldermen at Lands & Buildings and CIP and everything else. I don't subscribe to bidding anything out when we are asking him to bring in the revenue and make it a success. I would like to yield some time to the former Parks Director, Alderman Ludwig.

Alderman Ludwig stated there are a couple of issues that have gone around here. As a former Parks Director, I was against alcohol on the golf course my entire tenure there. So was Clem Lemire and so was his predecessor. That is just the way we dealt with it. We thought there were kids there and that shouldn't really happen but if you look around us in today's world things have changed a little bit. There is beer all over Fisher Cats Ballpark. Show me a place where it isn't going on. This is in a controlled atmosphere. Mr. Lanoie has been a great tenant. I can't speak highly enough of what he has done for Derryfield Country Club. I am really not sure who else we could put there. To even think it was possible to put

this out to bid...I mean would we have the Black Brimmer or somebody running a beverage cart at Derryfield Country Club? Think about that for a second. He has a contract that says that he must operate within the guidelines of that contract now. I guess it could be revocable if we make it that way. If Mr. Lanoie wants to agree to a revocable agreement, I guess that is up to him. I really would like this to pass. If there is one Alderman who feels that he needs a revocable agreement...I think it all winds up with what in his contract now in terms of what he can do and what he can't do. Quite frankly, this is a service. When you ask somebody how much did Otis Corselle make, it is all...time is money. He sat there and repaired sewing machines in between selling hot dogs. So I guess you could say his time wasn't extremely valuable and he sat there. So sometimes you sit there and you sell five hot dogs to a foursome and sometimes the next five groups go by in an hour and you don't sell a thing. So was it good for Otis when he was alive and over there sitting at the tail end of his house at the seventh hole? I would suspect it was pretty good because time was money to Otis but this gentleman is coming forward to give the golfers at Derryfield an opportunity to purchase something on the golf course. I see no harm in it and he is really going out on a limb. I don't even think he wants to really do it but he is here to say if I don't then who? Then who? I am totally supporting this. I think we are making quite a bit out of nothing. It is a hot dog cart quite frankly and they are selling beer and if the beer doesn't work he has to deal with the State of New Hampshire and his liquor license. They have controls on it. He has to have controls on it. If people drive away from Derryfield and leave the bar, it is under his insurance when they are going down the road. I just see very little harm and he is providing a service. At the end of the day when he has product left over he is probably going to throw it in the trash because it has been out on that cart and it is not going to be good for resale. So unless somebody has the ability to deal with that product, they are going to make even less. So it is a very difficult thing to make a lot of money at.

Alderman O'Neil responded with all due respect this is a beer cart. Any of the ones I have seen around New England and beyond are beer carts. They might have candy bars on them and soda and water but they are beer carts. That is where the protection needs...it is a beer cart.

Chairman Lopez stated we understand and we all understand the motion and he has agreed to work that out with the City Solicitor.

Alderman Ludwig stated with all due respect to my colleague, I can count on one hand how many times I drank a beer on a golf course and I have played a lot more golf I believe than my colleague. It is just not something...golf is something you either play seriously and you don't need that or it is something where your wife cuts you loose once a year and you go out and there and spend more time drinking on the golf course. That is where his control is going to be. It is not going to be on the golfer that plays regularly. That is just not something that is done. It is a

difficult game in itself never mind pounding down beers and trying to swing at a ball that doesn't move on a peg. So I would disagree with that theory.

Alderman O'Neil replied I played golf...you do play more golf than me but I played in a tournament on Friday and they had beer carts. I played in a tournament in Gorham on Saturday and they had beer carts. Let's not get...

Chairman Lopez interjected let's not get into an argument back and forth as to who is having a beer. The motion is on the floor to approve.

Alderman O'Neil stated with the revocable agreement.

Chairman Lopez responded yes, with the revocable agreement.

Alderman Corriveau asked and this also runs concurrently with the restaurant contract? This isn't permanent?

Chairman Lopez asked do you want that in there too? The motion is to authorize it on the golf course with the revocable...

Alderman Corriveau interjected I would just want to say that the duration of the contract should not exceed the duration of the restaurant contract.

Chairman Lopez asked would the maker of the motion agree to that?

Alderman Osborne answered I am sure he is not going to stay there.

Alderman Corriveau stated I am just saying that if I am voting for an agreement that I don't get to read that I want this in there.

Chairman Lopez asked what do you want?

Alderman Corriveau answered I want this agreement to be a set period of time. At the most, for the length of the current duration of the restaurant contract but frankly I would like less.

Mr. Lanoie stated I have no problem with that.

Chairman Lopez asked do you agree with that?

Alderman Osborne responded so it ends at the termination of his present lease? No problem.

Chairman Lopez called for a vote on the motion to accept the proposal from Mike Lanoie of the Derryfield Restaurant to operate a food and beverage cart on the

Derryfield Country Club golf course with said agreement containing a revocable clause and termination of said agreement concurrent with the restaurant lease. The motion carried with Alderman DeVries being duly recorded in opposition.

Chairman Lopez stated the City Clerk will notify the people who have items on the table that at our next meeting we want somebody present here to remove this stuff and get it off our agenda.

Chairman Lopez asked Mr. Arnold do you have something to present to us regarding the Gold Star Mothers?

Mr. Arnold answered there was a letter sent to...

Alderman Osborne interjected remember we were going to add Veteran's Park or Victory Park to the agreement?

Ms. Heather Freeman, City Clerk's office, stated there is a report of the Committee that is going to the full Board tonight. It is on the agenda.

Chairman Lopez responded that is right. We already did that. It is going to the full Board tonight, Alderman, with the agreement that the City Solicitor was directed to draw up. We voted on it at the last meeting.

Alderman DeVries stated for Veteran's Park.

Chairman Lopez replied no we voted...Mr. Arnold can you help me out here? Didn't we vote to send it to the full Board and your letter of explanation would be given to the full Board?

Mr. Arnold answered yes.

TABLED ITEMS

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

(Note: Tabled 04/20/2010; no representative present.)

This item remained on the table.

4. Communication from Connie Boyles Lane, Orr & Reno, regarding the Effluent Supply Agreement between Manchester and Granite Ridge Energy.

(Note: Table 04/20/2010, awaiting an update from the City Solicitor. An updated agreement from the City Solicitor is attached.)

This item remained on the table.

5. Communication from Jay Minkarah, Economic Development Director, recommending that the City enter into a proposed Water Line & Sewer Line Extension Agreement with the U.S. Department of Labor related to the Job Corps Center construction off of Dunbarton Road.

(Note: Referred by the Board of Mayor and Aldermen on 05/04/2010. Tabled 5/18/10 at the Department Heads request.)

This item remained on the table.

There being no further business, on motion of Alderman Corriveau, duly seconded by Alderman O'Neil, it was voted to adjourn.

A True Record. Attest.

Clerk of Committee