

COMMITTEE ON COMMUNITY IMPROVEMENT

November 30, 1999

5:30 PM

In the absence of the Chairman, the Clerk called the meeting to order at the appropriate time.

The Clerk called the roll.

Present: Aldermen Clancy, Pariseau, Girard, Wihby (late)

Absent: Aldermen Reiniger

Messrs: R. MacKenzie, K. Sheppard, T. Seigle, Asst. Solicitor Arnold,
R. Sidore, J. Taylor, S. LaFond

The Clerk noted that in the absence of Chairman Reiniger, a motion is in order to elect a Chairman Pro-Tem.

On motion of Alderman Pariseau, duly seconded by Alderman Girard, it was voted to elect Alderman Clancy as Chairman Pro-Tem.

Chairman Clancy addressed Item 3 of the agenda:

Resolutions:

"Amending the 2000 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Twelve Thousand Seven Hundred Ninety-three Dollars and Forty-one Cents (\$112,793.41) for various Police Projects."

"Amending the 2000 Community Improvement Program, authorizing and appropriating funds in the amount of Eighteen Thousand Seven Hundred and Fifty-one Dollars (\$18,751) for the 2000 CIP# 710200 Intersection Improvement Program."

"Amending the 1998, 1999 & 2000 Community Improvement Programs, authorizing and appropriating funds in the amount of Fifty-Six Million Dollars (\$56,000,000) for the 2000 CIP# 730100 Manchester Airport Capital Improvements Project."

On motion of Alderman Pariseau, duly seconded by Alderman Girard, it was voted to approve the Resolutions.

Alderman Pariseau asked what intersections are we talking about.

Mr. MacKenzie answered this fund is coming from monies from a private developer on Wellington Hill. Bill Corsack. I think you were up at the site, Alderman, to look at some of the issues at the time. That money is to be directed toward the intersection of Wellington Road and Edward J. Roy Drive, which is not fully funded but is getting closer. Kevin Sheppard could answer more detailed questions about the intersection itself.

Alderman Pariseau replied no, I just thought it was a general listing of intersections throughout the City, but this is a specific site.

Mr. Sheppard responded yes, this money would go towards that specific site. There was a CIP approval for three or four intersections over this year that we are currently working on. Hackett Hill, Front Street, Webster and River Road. This would be one of the sites we are working on.

Chairman Clancy asked why only \$18,000.

Mr. MacKenzie answered the developer in this case is paying a fee per lot that they develop. It is agreed upon with the Planning Board in terms of how much money. There will be another future contribution as additional houses are built on the hill, but it is an agreed upon per lot in essence traffic impact fee that is paid to the City for that intersection.

Chairman Clancy addressed Item 4 of the agenda:

2000 CIP Budget Authorizations:

410400	NH Drug Task Force
410500	MHRA Public Housing Community Policing
420300	Organized Crime Drug Enforcement Task Force - I (OCDETF)
420400	Organized Crime Drug Enforcement Task Force - II (OCDETF)
420500	Total Station 1999
710200	Intersection Improvement Program - Revision #1
730100	Manchester Airport Capital Improvements Project

On motion of Alderman Girard, duly seconded by Alderman Pariseau, it was voted to approve the budget authorizations.

Chairman Clancy addressed Item 5 of the agenda:

Communication from Assistant Airport Director Fixler submitting a Construction and Maintenance Agreement for a drainage easement for TRUSERVE Corporation.

On motion of Alderman Pariseau, duly seconded by Alderman Girard, it was voted to approve this agreement upon review and approval of the City Solicitor.

Chairman Clancy addressed Item 6 of the agenda:

Communication from the Chief of Police seeking authorization to purchase a new cruiser from the MER account (\$8,000 balance) to replace the one destroyed in an accident on 10/14/99.

Alderman Girard stated I don't know who can answer this question, but doesn't the City have an insurance policy somewhere.

Chief Driscoll replied I don't think it was an insured vehicle.

Alderman Girard asked you don't think it is an insured vehicle, Chief.

Chief Driscoll answered I think that as a result of that accident we collected.

Alderman Girard replied we collected \$16,000, right.

Chief Driscoll responded that was the value of that car at that time. We collected the value of the car from the insurance policy and in fact to replace the car...we actually bought the car back for \$600 and took about \$5,000 or \$6,000 worth of parts off of it, which we will use. We would like to supplement the \$16,650 that we got from the insurance claim and we would like the City to support that with up to \$8,000 so that we can replace that vehicle.

Alderman Girard asked you say that you took about \$6,000 worth of parts off the car.

Chief Driscoll answered yes.

Alderman Girard asked why wouldn't you be able to take money from your maintenance budget for the cars and put it toward the purchase of a new vehicle.

Chief Driscoll answered it wouldn't work.

Alderman Girard stated if you saved \$6,000 worth of parts, Chief, why not.

Chief Driscoll replied I wouldn't suggest to you that we will use all of those parts. If we have accidents in the future, we will supplement the replacement, the cost, but generally Harry Ntapalis pays for the repair of our vehicles. We don't pay for them ourselves.

Alderman Girard stated you have a \$16,000 check here so I guess the question is whether or not you can make that up anywhere in your budget without having to take money out of MER because I am not sure what the MER balance is and I believe when we budget MER we budget the whole balance and what is left over goes towards paying for the rest of the City vehicles.

Chief Driscoll replied for me to come up with \$8,000 out of our vehicle maintenance budget would be totally impossible.

Alderman Girard asked, Mr. MacKenzie, how much is left in MER and how will this impact that accountability to do what it has to do for the rest of the City fleet.

Mr. MacKenzie answered I am not familiar with the balance of the MER account. That is currently under the PBS account and they would have to tell you how much is left.

Alderman Girard asked Mr. Sheppard how much money is left in the MER account. If I am not mistaken, MER has a set allocation that is determined when the Board adopts the budget. Part of that allocation is for fuel and maintenance and things like that for the balance of the City fleet. Is there \$8,000 in MER to handle the Chief's request?

Mr. Sheppard answered honestly I didn't prepare for that question tonight, but the way the letter was written it appears to me that there was a savings and typically they allocate X amount of money for the purchase of a certain vehicle, i.e. the police fleet. The letter makes it appear that there was a savings of \$8,000. If that had budgeted \$100,000, perhaps they got the vehicles for \$92,000 so there would be a balance say in the MER of \$8,000 uncommitted if there was a savings on the purchase of that fleet.

Alderman Girard asked so that would be the only place that money would come from is any savings.

Mr. Sheppard answered yes.

Alderman Pariseau stated I have a problem with any department thinking that because they purchased something for less money than the original proposal that they have first dibs on that money. That \$8,000 is taxpayer money, not Police Department money and if they have the \$8,000 and we don't know how much they have but they think they should have \$8,000 because they purchased vehicles for \$92,000 rather than the \$100,000. I don't think City departments should be thinking that way. We are working here as a team with 38 departments and money set aside for a particular thing, if it is not all expended, then it goes back into the City kitty. If other people need money, we are not going to tell them well you can't touch this \$8,000 because it belongs to the Police Department. That is not true.

Chief Driscoll replied I didn't suggest that it was Sir.

Alderman Pariseau responded that is what your letter said.

Chief Driscoll stated I think what we say is that there is a balance there. If we could use some of those dollars along with the \$16,650 that we have, we could replace the car that was totaled and it would allow us to maintain our fleet that we much need.

Alderman Pariseau stated another issue and I don't know who is going to answer it, but why would the City write out a check to the Police Department out of their insurance account for the \$16,000. Why wouldn't that go into the MER account? You don't have any money as far as I am concerned.

Chief Driscoll replied that is fine. I am not interested in the dollars; I am just interested in replacing that vehicle.

Alderman Pariseau responded I know, but I don't know why that happened. Even with the addition of those four vehicles, Chief, that were approved four or five months ago you desperately need this other cruiser?

Chief Driscoll answered yes, Sir.

Alderman Girard asked, Chief, and I neglected to ask this question before but your letter says that you received \$16,650 but the copy of the check that is enclosed with our agenda is in the amount of \$17,148.46. Can you account for that discrepancy?

Chief Driscoll answered if you look at the top of that, and I can't tell you that I know exactly...

Alderman Girard interjected I see, those are for other actions. It is stapled over in my packet. Mr. Chairman, I understand the Chief and his request but given Alderman Pariseau's statement regarding the three or four vehicles that the department recently got, I am not sure that the need is desperate.

Alderman Girard moved to table this item until an accounting of the MER account could be provided and an answer to Alderman Pariseau's question as to why the money went into the Police Department rather than MER given that MER and this Committee are responsible for vehicle oversight.

Chairman Clancy asked, Kevin, you are going to come up with a figure to let us know how much is in the MER account, right.

Mr. Sheppard answered I can get that number. As it says here, I am assuming there is that balance of \$8,000 based on savings of the other cruisers. They probably did get a good bid and there is an uncommitted balance in there of that \$8,000.

Alderman Girard asked if we set a budget to purchase vehicles and we buy vehicles under that budget, I don't think this Committee should be made aware of any outstanding balances via a request from a department to use a balance that we are not aware of. I mean as you know the vehicle needs across the City are impressive to say the least and I don't know what we could do with \$8,000 or what we would be able to do with that money if anything if the Chief hadn't had this accident and needed the money. I think that once the bids go out and purchases are made and funds are expended, this Committee or its successors should be appraised of the standing of the account.

Mr. Sheppard answered sure, that is not a problem. I believe that typically in the past what has happened is the bids actually go out throughout the year. I know with the Highway Department we try to get the bids out first thing so that we can get our vehicles.

Alderman Girard replied I understand that but as it happens. The Chief is saying that he saved \$8,000 here on his vehicle purchases and it is news to us. Unfortunately, and I am not saying the Chief is doing this, but unfortunately it looks like happy coincidence that the balance left over from the purchases just happens to be what he needs to replace the vehicle.

Mr. Sheppard stated well the balance might be more than \$8,000, but he does need \$8,000.

Alderman Pariseau stated first of all, Mr. Chairman, we have to look at the policies that are currently in effect. Just a hypothetical thing. If a new police cruiser would have cost \$15,000 and you get a check for \$16,650, you wouldn't have come before this Committee because you had that money.

Chief Driscoll replied you are incorrect. In order to purchase any vehicle we have to come before this Committee. I am sure that if we tried to order a vehicle they would ask us if we got authorization from CIP.

Alderman Pariseau asked is that the policy. I don't even know what the policy is.

Chief Driscoll answered it is the practice. I don't know if it is the policy, but it is certainly the practice.

Alderman Pariseau stated if you could have gotten a cruiser for \$16,650 you wouldn't be here. I think this may be ongoing throughout the City. These accidents, are they the responsibility of the City? There weren't private citizens involved?

Chief Driscoll replied this one was our responsibility.

Alderman Pariseau asked what about the other two collision checks for \$172.20 and \$325.26.

Chief Driscoll answered I can't tell you that I have good information on those at this time.

Alderman Pariseau duly seconded the motion to table this item and obtain further information on the MER account balance. Chairman Clancy called for a vote. There being none opposed, the motion carried.

Alderman Pariseau asked could we check with the City Risk Manager to see how this happens and what the policy is.

Mr. Sheppard answered I can clarify for the Committee that it is the policy of the Committee that all vehicles to be purchased must come before this Committee.

Alderman Pariseau stated I know, but I question these checks going directly to a department. That shouldn't happen.

Mr. Sheppard replied but he needs to come before this Committee to purchase the vehicle whether the check was more than the vehicle or less than the vehicle.

Alderman Pariseau asked they would still come back to the Committee.

Chief Driscoll answered that has been the longstanding practice also.

Alderman Wihby arrived at the meeting.

Chairman Clancy addressed Item 7 of the agenda:

Communication from the Public Works Director requesting that the \$250,000 allocated for two high school auditoriums be reallocated to all three high school auditoriums for improvements in order to allow their use.

Alderman Pariseau stated I know there was a lot of discussion at the last Board meeting relative to this item and in reading today's paper the repairs at Memorial are going to be minimal so I would move that we go ahead and allocate funds for the three high schools.

Alderman Wihby stated today's article said that it was just going for Memorial and West. It didn't mention anything for Central.

Mr. Sheppard replied there were a few misquotes in today's paper. It would be for all three high schools. Last night there was actually a Building & Sites Committee meeting of the School Board and they approved the projects for all three auditoriums subject to the funding.

Chairman Clancy stated, Kevin, it is my understanding that the Miss New Hampshire Pageant is run every year at the Practical Arts Auditorium and this is how that happened. When they got a complaint from the UL and they were having one of their practices for the show, one of the anions came down off of the ceiling and missed one of the contestants. That is the reason they had all of these stages investigated.

Mr. Sheppard replied I believe that four or five years ago that happened. We actually did some work four or five years ago to the stage.

Chairman Clancy asked so all of these stages are going to be fixed, right.

Mr. Sheppard answered the first phase of this project would be to get all stages operable or open so that they could be used. What we are going to do basically is dead hang everything by chain. The second phase will identify with our consultant to probably go into next year's CIP to actually bring the stages to a point where they are more beneficial, specially Central High.

Alderman Girard asked, Mr. Sheppard, as you may know at the meeting of the Board where this was discussed I raised some concerns that the funding that was supposed to be allocated to West High was being done to match a parent/teacher booster effort to rehabilitate that auditorium facility. If the funds are shifted around from West and Central to cover all three high schools, will the project, the parent sponsored project at West, be able to proceed as they anticipated.

Mr. Sheppard answered I am not too sure what their current fundraising is at this point in time, but in speaking to the Chairman, Connie Roy-Czyowski, I believe that they are continuing to move forward.

Alderman Girard stated so the diversion of the funds in no way is going to hamper their efforts.

Mr. Sheppard answered I don't believe so.

On motion of Alderman Wihby, duly seconded by Alderman Pariseau, it was voted to approve this request.

Chairman Clancy addressed Item 8 of the agenda:

Communication from the Chief Sanitary Engineer submitting Amendment #3 to the Londonderry/Manchester Intermunicipal Agreement for Sewer Service.

Alderman Wihby moved to approve this request. Alderman Pariseau duly seconded the motion.

Alderman Girard asked, Mr. Seigle, this has got to be approved by the Board of Mayor and Aldermen, correct.

Mr. Seigle answered that is correct. What we are asking the Board of Mayor and Aldermen to do after the Committee reviews it is to authorize the Mayor and Public Works Director to sign on behalf of the City.

Alderman Girard stated as you know, myself and Alderman Pinard have been involved with Bodwell Waste whose request to the Town of Londonderry is generating this amendment to the Intermunicipal Agreement. In dealing with the residents down there, Mr. Lamontagne who is in the audience is aware of what we have done. We received a letter from Bodwell Waste stating that there would be no rate impacts to the sewer users in Manchester as a result of the expansion of the network into Londonderry. Would it be appropriate for that letter to be attached to this Intermunicipal Agreement as part of the public record of this Board and could I send that to you so that it could be attached.

Mr. Seigle replied yes. I have copies of two letters here and if the Board wants, I could submit them to the Board...the CIP Committee rather. One is to me and one is actually to you stating that the capital improvements would not impact Manchester.

Alderman Girard stated, Mr. Chairman, I would like those added to the record and attached with this item so that the residents down in the Bodwell Road area who receive services from Bodwell Waste will be protected from any rate increases due to the expansion of this network into Londonderry.

Alderman Girard moved to amend the motion to include copies of two letters

Clerk Bernier asked for copies of those letters.

Chairman Clancy addressed Item 9 of the agenda:

Communication from Ralph Sidore addressed to Jay Taylor requesting to acquire a strip of City-owned land between the western boundary of Canal Street and the railroad from No. Commercial to Kidder Streets.

Asst. Solicitor Arnold stated I delivered to the Clerk this afternoon a copy of a draft of the Purchase & Sales Agreement that can be distributed to the Committee. I had that faxed to my office on Wednesday afternoon. Unfortunately, I have not been successful at talking to Mr. Utell who is the attorney involved in the other side. I tried reaching him early this afternoon but he was out for the rest of the day. I think that this draft Purchase & Sale was certainly a good working document. I would like to speak with Mr. Utell relative to a couple of changes that I would like to see.

Chairman Clancy asked do you want this tabled. You said that you couldn't get a hold of Mr. Utell.

Alderman Girard stated instead of tabling, Mr. Chairman, could we approve subject to the review and approval of the Solicitor so that once he gets his issues ironed out, we are all set.

Asst. Solicitor Arnold replied that is what I was going to suggest.

Chairman Clancy stated the only thing is I like to have the Purchase & Sales Agreement a couple of days in advance.

Asst. Solicitor Arnold stated what happened in this particular instance is I spoke to Mr. Utell and asked that he draft a first stab at this agreement. Unfortunately, he was involved in trial work. As I said, I got it late Wednesday afternoon and since I took Friday off I didn't see it as speedily as I might have otherwise but I certainly understand that concern.

Alderman Wihby stated part of this is we are giving him, well he is buying the land. It says that he has reached agreement with the railroad.

Asst. Solicitor Arnold replied I believe he is negotiating with the railroad.

Alderman Wihby asked does the City have first right or refusal of the railroad if we wanted it or can anybody take it. What is the story with that?

Asst. Solicitor Arnold answered I believe the story behind that, so to speak, is that Mr. Sidore needs not only the City land but part of the railroad right-of-way in order to make his plans for this parcel of land, i.e. parking, feasible.

Alderman Wihby stated I imagine the railroad doesn't go by there anymore, but is there a possibility that someday we might want the railroad to go by there and now the tracks would be taken up and because of this we wouldn't be able to do that.

Mr. Sidore replied, Sir, we are not taking the railroad track land. We are taking land off their right-of way. They have a 25' right-of-way from the center of the tracks east towards Canal Street. What we are taking is beyond that 25' right-of-way.

Alderman Girard stated the train still goes through there, by the way.

Mr. Sidore replied the train will still go through.

Chairman Clancy asked about the plowing. I was told that you are not going to have any problems with the City pushing snow and stuff like that.

Mr. Sidore answered we met with Mr. Thomas on site and we looked at it. There is several feet of clearance in there where some of the snow will go. Some of it will go into our travel lane and it is going to be our problem to remove it and we understand that.

Chairman Clancy asked you are well aware of the fact then.

Mr. Sidore answered yes, Sir.

Alderman Girard moved to approve this subject to the final approval of the City Solicitor.

Alderman Pariseau stated I would like to see the final product.

Alderman Pariseau moved to table the item. Alderman Wihby duly seconded the motion.

Alderman Girard asked, Mr. Sidore, if we table this are we in any way hindering your effort.

Mr. Sidore answered I am not talking to the railroad again until I have the final agreement with the City because working with them is so difficult that I don't want to go on a possibility with them so it just slows the whole thing up. We are trying to get this done.

Alderman Girard stated I understand the desire of the members of the Committee to table until final language is in place, but this Board has been wrestling with this for months now. We have given approval and I think we can leave it in the hands of the Solicitor to insure that the terms that are necessary for the City are incorporated and come to final detail.

Alderman Pariseau stated I don't have a problem tabling it in that Section 3 of this Purchase & Sales Agreement states that the transfer of title would be on or before June 1 so I didn't think he was in a hurry.

Mr. Sidore replied may I explain. Once we get an agreement with the City, we then have to get an agreement with the railroad and we then have to have the lot itself designed and we have to go before the City Building Department and Zoning Board for a variance. This will require a variance.

Chairman Clancy asked so you don't have your ducks in order yet.

Mr. Sidore answered we don't have our ducks in order. That is why we are trying to do one step at a time, but we are looking to have this done in the Spring. We already have commitments from a tenant regarding use of most of the space and it is contingent on getting all of the approvals.

Alderman Girard stated I think we ought to do anything we can, within reason, to assist property owners in the Millyard, like Mr. Sidore, who are taking the initiative themselves to buy land from the City for the purpose of providing their own parking. I know parking is a problem in the Millyard. I think we ought to accommodate Mill owners who take the initiative, within reason, and in as much as this Committee has literally been kicking this around for months now and Mr. Sidore is in need of this parking so that he can close a deal with a company that presumably is going to bring more jobs to the downtown area, I really don't see what the problem would be in approving this subject...and it is not unusual for this Committee or the Board to approve projects subject to final review and approval by the City Solicitor's Office. I think the Solicitor is aware of what he has to do to insure that the City's needs are taken care of and I would like to see this get underway. I am sure Mr. Sidore would like to see this get underway. If he already has all of that parking committed, he has a substantial tenant coming into the downtown and I think we ought to facilitate that.

Chairman Clancy stated we have a motion to table.

Alderman Pariseau asked, Asst. Solicitor Arnold, what issues are you concerned with.

Asst. Solicitor Arnold answered the two main issues that I am concerned with are, I of course have not done a title search on this property and consequently I would like to transfer it by a quick claim deed instead of a warranty deed. Other than that, there is some language dealing with hazardous waste on the property that I would like to see modified given that this is in the Millyard. I think if I remember correctly, those are my two main concerns.

Alderman Girard asked if you can't get language that you are satisfied with then you are not going to recommend that this be signed by the Mayor or anybody else, right.

Asst. Solicitor Arnold answered that is certainly the case.

Alderman Girard asked so if it gets hung up you will be coming back to the Committee in any event.

Asst. Solicitor Arnold answered that is correct.

Alderman Pariseau asked are you talking about Radon.

Asst. Solicitor answered no, it is the section following that. There is a section about hazardous waste. I believe it is at the bottom of the page you are looking at, Alderman. I would note that this particular agreement will also have to go before the full Board since it is the sale of City land.

Alderman Pariseau asked could you do your review of this Purchase & Sales Agreement by the next meeting of the full Board, which is December 7.

Asst. Solicitor Arnold answered I would hope to do that, yes, but of course I have to deal with another attorney here so I don't want to promise anything I can't deliver on but I would think that in my past contact with Mr. Utell that it wouldn't be a problem.

Alderman Pariseau rescinded his motion to table.

Alderman Girard moved to approve the Purchase & Sales Agreement subject to the review and approval of the City Solicitor. Alderman Pariseau duly seconded the motion. Chairman Clancy called for a vote. The motion carried with Alderman Wihby being duly recorded in opposition.

Chairman Clancy addressed Item 10 of the agenda:

Report from City Solicitor regarding Rubenstein property.

Alderman Pariseau stated again we are being given no time to review this. There are concerns that I have relative to environmental issues. Here they go out and get a proposal to take care of the hazardous material and yet it is not even submitted in this package.

Chairman Clancy asked do you want to table this.

Alderman Pariseau moved to table the item. Alderman Girard duly seconded the motion for discussion.

Alderman Pariseau asked about Item 19 on Exhibit B, which states a proposal dated April 20 prepared by Total Waste Management regarding the estimated cost of clean-up. If we are going to pay \$1 million for a piece of property or whatever it is and we don't know the purchase price, but I don't intend to spend another \$500,000 cleaning up the mess.

Asst. Solicitor Arnold stated essentially the City is not paying anything for this piece of property. We have agreed to assume certain liabilities with respect to the property, but there is not a purchase price so to speak. As I indicated to this Committee the last time I was before the Committee on this particular piece of property, there were some environmental concerns. We have had Greg Smith who is the City's legal consultant on environmental matters, look at this agreement and review the various documents that are attached to it. At this point, we feel that the environmental concerns down in that area have been adequately dealt with so that there will not be any surprises. I would note that we will have to remove some, what I call surface debris on the property. I understand that there is a Resolution being prepared to fund that in the amount of about \$30,000. I believe that it will cost, according to Highway, approximately \$20,000 to remove that material. At this point, I guess what we would like to recommend is that the Committee recommend to the full Board that the Purchase & Sales Agreement that you have already received be executed.

Alderman Wihby asked can we have Jay explain the environmental problems. Is it more than \$25,000 or don't we know?

Mr. Taylor answered the original offer from the Rubenstein Estate was that there were three conditions. One, that we accept the liability that exists with the site, which Tom Arnold has just explained to you with respect to the environmental issues; secondly, there is some oil stained soil on the property which came about as a result of a diesel fuel tank which the railroad has removed that has to be cleaned up and I believe that estimate was around \$17,000, which Alderman Pariseau referred to earlier. The third item is what appears to be miscellaneous construction debris that at some time or other was dumped on the site in an unauthorized manner and the Highway Department has estimated that somewhere in the range of \$3,000 to \$4,000 will be required to remove that from the site. So we are talking about something in the order of \$20,000 to deal with those issues and there may be some other miscellaneous items that need to be taken care of as a part of the overall acquisition and I believe that the City Solicitor was planning to try to institute a Resolution in the amount of roughly \$30,000 to authorize that money to be expended. I believe the intent was to take that from the proceeds of the land at the Manchester Airpark, which the Housing Authority has put to be used for economic development. I think that is essentially where we are headed with this.

Alderman Wihby asked on Page 2, environmental matters, "buyer understands and acknowledges that hazardous material is located beneath the premises and has the potential to migrate." Do we know there is something there or we don't know or there could be?

Mr. Taylor answered there has been substantial litigation on that property already. The City was not a party to it. There were three parties involved. John Denay Company, Inc., Milford Transportation, and the Rubenstein's themselves. As a result of some contamination there with some dry cleaning solvent spilled on the ground, it got into the ground water and to make a long story short, there has been a significant ground water mitigation program going on there now for a year and a half. The responsibility for the continuing work in that regard will not be the responsibility of the City should we obtain ownership. That will be the responsibility of the insurance company for John DeNay Company, Inc.

Alderman Wihby asked are we sure that there is no way we could pick up the tab on that if something happens to the three of them and they look at the City as owning the parcel now and now you clean it up.

Mr. Taylor answered keeping in mind that the flow of ground water is towards the river and the property between this property and the river is already owned by the City so if there is an issue there, we have it already, I think the prevailing thought was that the liability or potential liability is minimal because whatever is there we already have anyway.

Alderman Wihby asked don't we have some recourse because it came from this site and went along our land. Couldn't we go back to the owner of this site.

Mr. Taylor answered, Tom correct me if I am wrong, but I believe that part of that agreement is that we don't go back on the Rubenstein's for any future problems that would result from that. I haven't seen the agreement lately, but I think that is in there.

Alderman Wihby stated it makes sense that if we want to go back to somebody because our property is contaminated because of them and now we own this property, there is nobody to go back to.

Mr. Taylor replied the State isn't going to require, it is my understanding, that the State isn't requiring mitigation here on our property. First of all, we haven't done any testing on the City property that we have owned for years. My understanding of the State's position is that as long as this material is going by natural continuation to the river, they are not concerned about it because it is not a public health issue and nobody is drinking water out of a ground water well so the likelihood of them making us clean anything up or spend any money is minimal. That is the conclusion that Greg Smith came to.

Asst. Solicitor Arnold stated one thing I can add is that I understand that Mr. Smith is seeking a no action letter from the State that would clear that up in the City's favor.

Alderman Pariseau stated my concern, Jay, is that under that same heading that Alderman Wihby referred to it says "buyer agrees to assume any and all obligations of Sol Rubenstein set forth in the DES Directives." So, if the City acquires this property regardless of the cost to have it cleaned up, the City is going to have to take care of it. I think you would be looking at more than \$20,000.

Mr. Taylor replied my understanding is that the Directives they are referring to are the two issues that I mentioned before. The soil contamination and the construction debris, which we already know or we have a reasonable estimate as to how much it is going to cost to remove that.

Alderman Pariseau asked could we put those two items in the contract instead of referring to all.

Mr. Taylor answered I guess that is a legal issue.

Asst. Solicitor Arnold stated I think this agreement is designed so that essentially in terms of the City getting the property for no cost we agree to take on the environmental liabilities that may be there. That is why we wanted to be careful to have all of these documents reviewed to make sure that the environmental liabilities that are present are known and we feel that they are at this point. The way that agreement is written, the City does take on those responsibilities in return for not having to buy the property.

Alderman Girard stated this question if either for Mr. Taylor or Mr. MacKenzie. How large a parcel of land is the Rubenstein property?

Mr. Taylor replied it is approximately five and a half acres.

Alderman Girard asked what is its significance to the City. Why are we trying to acquire this land.

Mr. Taylor answered the significance at this point is that that property has been designated as a potential location for a park and ride parking facility on which the State, I believe, we have already submitted an application to the State to build a parking structure on there at State and Federal costs.

Alderman Girard asked is it fair to say that this piece of land is fairly critical to the City's riverfront development effort.

Mr. Taylor answered absolutely.

Alderman Girard asked are you or is Mr. Arnold aware of any other directive from the DES other than those that you discussed which are the soil contamination and the debris.

Mr. Taylor answered no I am not and, in fact, if we are successful in getting the no action letter then these issues that we discussed...the site will be closed as a contaminated site from our point of view and the liabilities will go away. I guess that is the ideal.

Alderman Girard asked but even if you are not successful, the liabilities that we know of are fairly insignificant.

Mr. Taylor answered we think we have identified all of those at least or we know what they are.

Alderman Girard asked and this has been reviewed by yourself, Asst. Solicitor Arnold, and our environmental counsel among others to determine the City's liability and you believe that it is an acceptable risk for the City to assume at this point.

Mr. Taylor answered I believe that subject to Greg Smith's analysis and I have not seen whatever correspondence he might have provided but it sounds to me like he thought the risk was manageable because we know what the risks are.

Alderman Girard asked has the agreement before us tonight changed in any way since the last time we saw this, which I believe was at the last meeting of the Board of Mayor and Aldermen. It might have even been before that.

Mr. Taylor answered yes, it is the same agreement and I believe that for whatever reason, only known to them, that the Estate is trying to wrap this up by the end of the year for tax purposes I assume.

Alderman Girard stated this Board has been kicking this property around literally for years. We really don't have anything new here.

Alderman Girard moved that this agreement be accepted and forwarded to the Board of Mayor and Aldermen for final approval.

Alderman Pariseau stated I already made a motion to table this item. Alderman Wihby duly seconded this motion.

Alderman Girard asked, Mr. Taylor, do we have any time sensitive issues here. When did this agreement first come to the Board? It was given to us when, Mr. Arnold?

Asst. Solicitor Arnold replied I can't say off the top of my head.

Alderman Girard stated this was given to us at least two weeks ago.

Chairman Clancy stated right now we have a motion on the floor to table this item.

Alderman Girard replied I understand what the motion is. I am trying to figure out whether or not tabling it is going to hurt the City's efforts to obtain it.

Alderman Pariseau stated this hasn't been kicked around by this Board for years. The first we saw of it was October 19.

Alderman Girard replied okay, so you admit to having received it back in October. That is good. Mr. Taylor, the City has been trying to obtain the Rubenstein property for several years now. Is that not true?

Mr. Taylor responded the City has had an interest in this property since...well I have worked on it since 1987 at various times. However, this last go around is, I think, the most important one because the estate is offering to provide it to the City at no cost.

Alderman Girard asked now if we table this are hurting our ability to get this property.

Mr. Taylor answered I am not sure whether this offer goes away if we go beyond the end of the year or not. That is the question. Tom Clark has talked with the Rubenstein's attorney and I am not sure where that stands.

Asst. Solicitor Arnold replied I unfortunately could not tell you.

Chairman Clancy asked for a vote on the motion. The motion carried with Alderman Girard duly recorded in opposition.

Chairman Clancy addressed Item 11 of the agenda:

Communication from the Director of Planning submitting a proposed
2 1/2 year contract with Intown Manchester.

Alderman Girard moved to approve the contract.

Alderman Pariseau stated my first comment, Mr. Chairman, was that in reading the item on the agenda the efforts of some people trying to disguise activities was despicable and I make reference to Frank Thomas' letter in reference to the containerization of waste in downtown that this Board did not approve and I personally felt that if this was approved this evening that we would have been saying yes to that containerization and I don't appreciate people being sneaky and this was sneaky. They make reference to Attachment A and there is nothing identified in this agenda as Attachment A and really I am very upset that these people tried to finagle this Board.

Alderman Pariseau moved to table the item. Alderman Wihby duly seconded the motion. Chairman Clancy called for a vote. The motion carried with Alderman Girard being duly recorded in opposition.

Mr. Davis stated it doesn't seem like I have much impact on the vote at this point. Certainly, there was no attempt on the part of our Board which as you know is a private and not for profit organization to sneak anything past this Committee or the Board of Mayor and Aldermen. These contracts are a mutual agreement between the City and Intown. I think everything is on the table for discussion. These things have to be publicly debated and certainly we included all of those items that we felt the City should carry out as well as those that Intown intends to carry out as part of the contract. By the way, the containerization issue is certainly not resolved. Our Board realizes that it is not resolved and fully intends to come back to it after the first of next year. We felt, our Board felt, that the City has the responsibility and obligation to do its fair share of the job in picking up and containerizing trash. Actually, there has been a task force of City departments working on that issue for several months now. Frankly, that has been set aside by the electoral process, but the City has been struggling with that issue on its own without input and support certainly for the past six months at least. If you read the contract, any items in there that are rendered discretionary or non-binding by the City, if the City did not perform a specific item. That does not mean that Intown neglects to do those things. We certainly have our responsibilities and obligations to our constituency, which is the downtown property owners. We have equipment and we have people that we hire to do this work. We are going to be doing work out there, but we will be doing it on our own terms on a non-binding basis if the

City did not come up with a fair agreement for its share of the work on trash containerization. I would certainly be willing to set this item aside, Mr. Chairman, if you would consider approving the contract minus those items that have to do with containerization or sweeping the trash. We can always deal with that as an amendment as we have in the past.

Chairman Clancy addressed Item 12 of the agenda:

Communication from the Director of Planning advising that the Enterprise Community Advisory Board (EC) has voted to have staff send out RFP's for the remaining \$60,000-\$80,000 for EC activities and that priority will be given to proposals that have linkages to the Manchester Community Resource Center on Lake Avenue.

Alderman Pariseau asked could I have some clarification on what this Enterprise Community Advisory Board is all about.

Mr. MacKenzie stated as some of the Board members may remember, we had worked hard to get a major grant back in 1995. The City received a \$3 million grant that was designated as an Enterprise Community. That designation applied basically to certain central City census tracts and although we had tried to get some additional census tracts included, the Federal government was very clear that it had to meet certain criteria. So it was a very designated, very specific area. The programs funded out of that \$3 million included the community policing programs, the small business incubator that is now running out of the Jefferson Mill, the Summerbridge Educational Program, a Youth Build Program and the keystone of the program was the Neighborhood Resource Center, which was constructed on Lake Avenue and is now being operated by a collaborative, including Southern NH Services. I think if you individually looked at each of those programs, they have been extremely successful programs and it has been a very positive impact on the center City. Out of the \$3 million, about \$65,000 to \$80,000 has not been expended and it is the intent and the Federal procedures require that the Advisory Board, the Enterprise Community Advisory Board, be the ones who kind of handle the program and make sure that the money is spent properly. So it was the intent to take that final amount of grant money from the Federal government and make sure that similar type programs for the center City would be funded. That is a quick summary of how we got here.

Alderman Pariseau asked what type of programs are you looking for that we are sending out for proposals.

Mr. MacKenzie answered these would have to follow the basic mission of the Enterprise Community, which is to allow center City residents the opportunity for economic opportunities, either labor force training, small business training, finding ways to allow center City residents the opportunity to improve their economic situation so it would have to follow that original mission of the Enterprise Community.

Alderman Pariseau moved to approve this request. Alderman Wihby duly seconded the motion. Chairman Clancy called for a vote on the motion. There being none opposed, the motion carried.

Chairman Clancy addressed Item 13 of the agenda:

Sewer abatement request of Theodore F. Morrill, 96 Laurel Street.

On motion of Alderman Wihby, duly seconded by Alderman Pariseau, it was voted to grant this abatement for \$410.75.

Chairman Clancy addressed Item 14 of the agenda:

Sewer abatement request of Marvin T. Nordstrom, 889 Beech Street.

Alderman Pariseau moved to deny the request. Alderman Girard duly seconded the motion. Chairman Clancy called for a vote. There being none opposed, the motion carried.

Chairman Clancy addressed Item 15 of the agenda:

Communication from Sean Thomas submitting departmental lists of passenger vehicle usage.

Alderman Pariseau moved to table this item and include it with Item 17, which is already on the table. Alderman Girard duly seconded the motion. Chairman Clancy called for a vote. There being none opposed, the motion carried.

TABLED ITEMS

On motion of Alderman Pariseau, duly seconded by Alderman Girard, it was voted to remove this item from the table.

16. Communication from Wayne Vetter, Executive Director of the NH Fish and Game Department, requesting the City's consideration of entering into an agreement with the Department to construct a fish ladder at Pine Island Pond Dam.

On motion of Alderman Girard, duly seconded by Alderman Pariseau, it was voted to receive and file this item.

17. Copy of a communication from Barbara Connor to Sean Thomas relative to vehicle standards.
(Note: Board requested review of policy regarding air conditioning in cargo vans.)

This item remained on the table.

18. Communication from the Executive Director of Intown Manchester on behalf of the Intown Board of Trustees advising that they have completed all of the terms of its original contract with the City relative to the operation of the Intown Skating Rink and are now in a position to transfer the ice rink to the City at no additional cost to the City.

This item remained on the table.

19. Communication from Kevin Provencher on behalf of The Riverfront Park Foundation seeking the City's assistance in moving the visitor-side football grandstands from Gill Stadium to Singer Family Park for the USA vs. Ireland Men's Professional World-Cup Level Rugby match to be held on Saturday, June 10, 2000.
(Tabled 10/19/99)

Alderman Girard asked Mr. Ramsay if he was at the meeting for Item 19.

Mr. Ramsay answered Kevin Provencher called me today. He has to work tonight so he is not here, but I said I would come over. It seems to me after reading this letter that it makes sense that it goes to Parks & Recreation because this is a Parks & Recreation issue.

This item remained on the table.

NEW BUSINESS

Mr. MacKenzie stated this is basically an informational item. Susan LaFond is here. The Welfare Department runs the City's emergency housing, which is housing for unusual situations or fires. In this present housing market, the very tight housing market, there is certainly a demand for housing and they are in distress, I believe, in terms of providing the housing so part of it is informational and at some point we may be back to this Committee or later through the CIP process to see how we can help this emergency housing situation. The second part is that they are having difficulty meeting the maintenance and repair demands of this housing. It is just a City building that is run by the Welfare Department. They have been trying to keep up with some of the repairs, but they are becoming more difficult. I did speak today with Mr. Frank Thomas to see if perhaps Public Works or Public Building Services might be able to help them. So far, Susan has not requested the assistance, but it might be useful to get that technical expertise to help with plumbing situations.

Ms. LaFond stated some of you may remember that the City purchased the building in 1979 and we have been running...

Chairman Clancy interjected do you want to tell us where it is.

Ms. LaFond replied no. We have not really publicized the address. Many people know where it is but because we do not allow people to come in be housed from off the street, they have to come through our department or through the Police Department at night or on the weekend, so we keep the knowledge of the whereabouts, not anonymous but...

Chairman Clancy asked what are you looking for.

Ms. LaFond answered I e-mailed Mr. MacKenzie last week in sort of a panic when we had two plumbers out over the course of the month and the problem wasn't fixed. Now we have a bulging watery wall in the staircase going to the basement. I still don't know the extent of the damage. It could be fixed as early as tomorrow without a great deal of difficulty, or it could be a larger issue because of the size of the building and because of the numbers of people that we can accommodate and because some of the issues that needed to be addressed at the beginning were really not addressed appropriately, we are in a situation where we need to fix some windows before it snows and paint the entire structure in the spring at the latest. This is kind of a quick run through. I wanted to give you a little bit more background, but I was coming here basically in an emergency to let you know about the plumbing situation, but I still don't have any hard information for you with regard to dollars.

Alderman Girard asked does the City insure this building in any way.

Ms. LaFond answered no. Part of it is a self-insured pool.

Alderman Girard stated the reason why I asked the question is that I don't know...it seems that you are looking for money here or maybe looking for money and you don't know how much but I am a property owner and I know that if plumbing goes I have got a policy to take care of the damage so I didn't know if you had looked into that.

Ms. LaFond replied we had. We were paying a separate insurance policy for many years until the City suggested that it probably wasn't necessary because the City owned the building and it was better that it be under their...it would save us money as a non-profit.

Alderman Girard asked so you will be speaking with Mr. Ntapalis about repairing any damage that has resulted from any plumber leaks or anything like that.

Ms. LaFond answered let me just clarify a little bit. I am on the Board and I have been on the Board since 1979, but it is a non-profit that runs it. The City owns it, the City purchased it and the City has provided funds for other repairs at the older building. We got CIP money to redo all the windows and rehab things as well as other places that we apply to for money. If there is time, I will certainly apply, as will the Board, for other monies but in this emergency situation this is where I came first.

Alderman Girard replied believe me I understand that. I have had plumbing bursts so I know exactly what you are talking about.

Ms. LaFond responded this is the third plumbing company and I finally had a friend of mine who does the construction for the Housing Authority come to look at it for me because it was not being fixed.

Alderman Girard stated that leads into my other question. Is the operation and maintenance of this building part of your budget or does it come from a separate entity.

Ms. Lafond replied both.

Alderman Girard asked if this is a City-owned building, why isn't PBS the agency that you use to do any repairs.

Ms. LaFond answered certainly Mr. MacKenzie suggested that today. In the past, I have not had a great deal of success in getting assistance from PBS but I think that was prior to it being under the Highway Department.

Chairman Clancy asked, Mr. Sheppard, can you free up a plumber tomorrow to go up to their building.

Mr. Sheppard answered I am not familiar with it. I was just talking to Mr. MacKenzie about it. I am not sure what Frank has to say but I am sure that Frank offered our assistance and we can take a look at it. Financially, we are not budgeted for it. We can send one of our people to go and take a look at it.

Alderman Girard stated I think it makes sense if we can re-establish a relationship to take care of this building.

Ms. LaFond replied absolutely. We can take care of the day-to-day problems. It is this extraordinary problem that is going to be a problem for us.

Chairman Clancy asked what were you saying about the windows.

Ms. LaFond answered some of the windows are the old crank windows and we were supposed to have gotten...a prior shelter director told the Board that she had gotten a donation of all new windows for the facility. What came to pass was in fact two windows that were replaced so we need to have a number of windows in that facility replaced, but I don't believe that can be done now.

Chairman Clancy stated I would suggest that you put that on next year's budget.

Ms. LaFond replied right. We have to secure them in some fashion and maybe if that falls within the City department's purview as well. I went out myself to look at it and see what we could do, but you can't nail them shut. It is against fire and safety codes.

Chairman Clancy stated well maybe PBS can take a look at those at the same time they look at the plumbing tomorrow.

Alderman Girard asked does the Committee need to take an action or is this more or less advisory.

Chairman Clancy answered it is advisory. Kevin, can you handle that tomorrow?

Mr. Sheppard replied yes.

There being no further business to come before the Committee, on motion of Alderman Wihby, duly seconded by Alderman Pariseau, it was voted to adjourn.

A True Record. Attest.

Clerk of Committee