

BUDGET REVIEW COMMITTEE

JULY 25, 2007

A meeting of the Budget Review Committee was held Wednesday, July 25, 2007 at 7:05 p.m. in the Aldermanic Chamber.

Alderman-at-Large David W. Deane, Chair, presided.

Members of Committee present: Alderman-at-Large Fred S. Teeboom, Vice Chair  
Alderman-at-Large James R. Tollner  
Alderman Mark S. Cookson  
Alderman Greg Williams (8:00 p.m.)  
Alderman Richard P. Flynn  
Alderman Daniel L. Richardson

Members of Committee absent:

Also in Attendance: Carol Anderson, Chief Financial Officer/Comptroller  
Timothy Hefferan, Chief, Nashua Police Dept.  
Robert MacLeod, Nashua Police Department  
James McNamee, Esq., McNamee Law Offices

Chairman Deane

Alderman Williams is going to be an hour late.

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COMMUNICATIONS - None

UNFINISHED BUSINESS – None

**MOTION BY ALDERMAN TOLLNER TO GO OUT OF THE REGULAR ORDER OF BUSINESS  
AND TAKE FROM THE TABLE R-07-235  
MOTION CARRIED**

**R-07-235**

Endorsers: Alderman Richard LaRose  
Alderman Michael J. Tabacsko  
Alderman-at-Large James R. Tollner  
Alderman Marc W. Plamondon

**APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE NASHUA POLICE COMMISSION AND THE NASHUA POLICE  
SUPERVISORS ASSOCIATION FROM JULY 1, 2006 THROUGH JUNE 30, 2009**

**MOTION BY ALDERMAN TOLLNER TO RECOMMEND FINAL PASSAGE**

ON THE QUESTION

Alderman Tollner

I think we have some individuals here this evening that would probably like to come up and have a conversation with the Budget Committee.

**MOTION BY ALDERMAN DEANE TO REJECT THE COST ITEM LANGUAGE OF PAGE 14, UNDER ARTICLE 14 WHICH STATES “IF ANY BARGAINING UNIT OR OTHER GROUP OF CITY EMPLOYEES NEGOTIATES A CONTRACT WITH A MORE FAVORABLE HEALTHCARE PACKAGE DURING THE FY08 OR FY09 THEN THE CITY SHALL CONTRIBUTE 85% OF THE PREMIUM FOR OPTION A AND 95% FOR OPTION B AND CO-PAYMENTS SHALL RETURN TO \$5 FOR MEDICAL VISITS AND \$25 FOR HOSPITAL VISITS AT THE BEGINNING OF THE RESPECTIVE FISCAL YEARS.”**

ON THE QUESTION

Alderman Tollner

I understand the motion. Maybe if I could ask the Chiefs and Sgt. Robert MacLeod if they want to come up and provide an update as to that change to the contract.

Chairman Deane

Well...

Alderman Tollner

I understand the motion. I would just like to get their opinion.

Chairman Deane

There has been no change to anything.

Alderman Teeboom

Your motion, I would like to provide them an opportunity to comment on that motion.

Chairman Deane

Whoever wants to speak to it please feel free.

Timothy Hefferan

Mr. Chairman we are aware, we came here this evening aware that motion may be made. It is my understanding in discussing this with Sgt. MacLeod and the supervisor’s union that they would not object to that motion being approved.

Chairman Deane

If the motion passes and there is a subsequent motion to send it forward with that rejected cost item, I believe the process at that point includes that the contract then has to go back to the bargaining unit – it goes to the Board of Aldermen and then the bargaining unit has to agree to the terms of the rejection. I am not quite sure – maybe attorney McNamee can ...

James McNamee

I think essentially you just summed it up. You make a decision on cost items and you have the authority under the statute to remove a cost item that you don't agree with and then approve the other cost items in the contract. If you do that it then would leave the contract in a situation with certain cost items approved. The Police Commission and the Association could then agree to proceed under that contract with the approved cost items, and it would not include the cost items that you had taken out. They have the option to do that or to go back to the table to bargain.

We have a lot of reason to believe the proposal you have made would be acceptable to this bargaining unit.

Chairman Deane

It still has to go through the formal process which we operate under.

Alderman Tollner

Jamie if this motion was to pass and then the contract was to pass between the time that this comes out of Budget to when it would go to a Full Board of Aldermen meeting, if the union had a vote amending the contract in that fashion and then in turn it was approved by the Police Commissioners, prior to the Board of Aldermen, then when it got to the Board of Aldermen with those two approvals, couldn't the Board of Aldermen vote on it, approve the contract, and we could be on our way?

James McNamee

It is not necessary to do that. That is actually crossing the streams as they say. All you are doing is approving cost items. You are not approving the contract itself. All you would need to do is make a decision on whether or not you want to approve all the cost items or all but one of the cost items, which I understand is what is proposed here.

If you do that then it would go to the Full Board for approval in that fashion. Assuming the Full Board approves that approval of the cost items it then becomes the option of the Commission and the Supervisors to decide whether or not to accept that. There is no need for any further negotiations.

Alderman Tollner

Thank you.

Alderman Deane

With the UAW contract we never heard back from them.

James McNamee

We, as to UAW, have a negotiation session scheduled in September. They have elected to go forward with negotiations.

Chairman Deane

But we rejected cost items from their contract, we passed the contract with the rejected cost items, it wasn't vetoed by the Mayor and we never heard back from the UAW representatives of whether – obviously the contract was not accepted, but ...

James McNamee

That would be consistent with the way that the process is structured. You are finished once you have made your decision on cost items. Then it is up to the union to decide whether or not to accept the contract with the removed cost items. I can tell you in this case they decided not to, and they are moving forward, but they wouldn't necessarily report that back to you because you have finished your job once you have made your decision on the cost items. The next thing you will see in the UAW contracts would be hopefully another contract for your consideration.

Chairman Deane

Just from a communication standpoint, just a response from someone whether it has been accepted or rejected by the rank and file of whatever union it may be I just think would be not out of the question that be sent back. I guess if people don't want to do it they are not required to.

James McNamee

I am not sure why it wouldn't be sent back to you. My suspicion is that the union wants to keep perhaps a clear divide between the negotiating process, which is at the table, and the cost approval process so they wouldn't feel that it was necessary I think to report to the Board of Aldermen what they were doing. They told us and if we didn't tell you I am telling you now, and I apologize. We probably should give you feedback on that.

Chairman Deane

We also found out by the ruling that we got from the Public Employee Labor Relation Board too on the different items.

Alderman Teeboom

This is actually presented to the N.H. Labor Relations Board when the Fair Labor Practice Complaint was filed against us. That is not in question. We can reject any cost item at the

Board. We recommend to the Board and the Board acts on it. Then it is up to the union whether to accept it or not. It has nothing to do with us after that.

I should say the following, if we take that clause out then I am okay with the rest of the contract. Others could recommend a rejection of any other cost item. We still have 4% raises and we still have up to 6% total compensation increases per year. I am giving up these percentages because I no longer have full faith in how these percentages are presented to us. I have to understand that better based on last night's discussion and these numbers jumping all over the place. With all of that understanding I will certainly vote for this rejection and I will submit and support that particular cost item rejection to the Full Board. I will not support any other rejection and then it is complete because if the union membership has to accept – not just the president has to accept it the union membership has to accept it.

That clause is a real pain. It is not a reverter clause that is what I call a knife cut clause. Other members negotiated back to the 95/85%. That is a serious clause. I am happy with it, and we can proceed and be out of here quickly at least on this contract.

Alderman Cookson

My question would be if this cost item is rejected and this contract goes back before the labor union, would they just address that cost item that you mentioned or would they also have the opportunity to be a little more precise in some of the wording within the contract? I raise for example the dental insurance where Attorney McNamee the other evening indicated that this is the way it has been, this is the way that it was approved by previous boards of Aldermen, yet there is no dental plan identified within the dental insurance paragraph.

When it goes back before the labor union do they address that? Do they address the contract in a whole or do they just address the contract with respect to the cost item that may be rejected?

James McNamee

If you reject a cost item in this contract then you have approved a contract with all of the other cost items, and under the statute, the parties; both the Commission and the union, have the option to either begin negotiations again or accept the contract with that cost item removed. It is the union's option whether they want to address any other negotiated provisions, but if they did that then you would ultimately go through this entire process again. You would have a new submission.

Alderman Cookson

Alderman Deane you have a motion to reject that one item, and after that one item is voted upon then another motion could be made?

Chairman Deane

Correct.

Alderman Cookson

Thank you.

Chairman Deane

The motion is to reject that item on top of page 14.

**MOTION CARRIED**

**MOTION BY ALDERMAN COOKSON TO REJECT THE COST ITEM LANGUAGE OF ARTICLE 14, DENTAL INSURANCE, FIRST PARAGRAPH, WHICH READS “THE COMMISSION SHALL ENSURE THROUGH THE CITY OF NASHUA THAT A TWO PERSON DENTAL PLAN, COVERAGE A, B, AND C SUPPLIED AT NO COST TO EACH EMPLOYEE COVERED UNDER THIS AGREEMENT EXCEPT FOR SINGLE EMPLOYEES WHO RECEIVE A 100% PAID ONE PERSON DENTAL PLAN”**

ON THE QUESTION

Alderman Teeboom

I will not support that motion. Let me tell you why. I initially brought this up that the language is unclear. If you reject this item then you reject the entire dental insurance. There will be no plan left. Remember we reject a cost item we cannot modify it based on the current ruling. I don't hold that position because that is the way, in my opinion, the statute reads, but that is the way Attorney Connell has presented it to us – we can't modify. Otherwise we could modify but say dental plan meaning Delta Dental is intended. We cannot do this. By deleting that paragraph we have deleted dental insurance. Let me ask Attorney McNamee or the Chief is that a true statement?

James McNamee

I would like this to go down on the record as another time that I agree with Alderman Teeboom.

Alderman Teeboom

That is why I am against it because we get wrapped around some simple language. Let's cure it next time because if we reject this clearly it will be unacceptable and then it has to come back to the Board. I don't know that it would even pass at the Full Board, and I am not supporting getting rid of dental insurance. I think dental insurance affects the entire health of a person, and I speak from experience.

Robert MacLeod

I just want to remind the Board that the dental insurance was not part of the negotiations for this particular cycle for this four year deal that you are discussing this evening. This language has been in the contract for a number of cycles and has not changed. This was not one of the items that we discussed nor negotiated during this particular negotiation process.

Chairman Deane

I think some of the concerns are there is no clarification of what exactly A, B, and C mean. What do they mean?

Robert MacLeod

I actually have a sheet in my briefcase that I have received from City Hall from Risk Management that details what each A, B, C, and D plan encompass.

Alderman Teeboom

I still want to make a point. The contract is a contract. It doesn't matter when it was negotiated. This is the contract before us. It doesn't matter if it was negotiated a thousand years ago and hasn't been touched for a thousand years. This is before us now.

The second thing is no matter what the Sargent reads into the record that is not part of the contract.

Chairman Deane

I understand that.

Alderman Teeboom

Even though he has the best of intention I would like to hear and I think I know what I am going to hear, that does not make it part of the contract.

Chairman Deane

Correct. I think what I am just trying to obtain is some clarification that perhaps Alderman Cookson would be comfortable with by understanding it. That is all. I understand there is no net affect.

Alderman Richardson

I guess I would like to play devil's advocate a little bit, and say that if it is not clear what it is then nobody can enforce it either way. If it really came down to that.

Chairman Deane

That is a good point.

Alderman Teeboom

I don't think you want to be on that side of the argument when you are before the Labor Relations Board with an Unfair...

Chairman Deane

We won't go into that.

Alderman Cookson

I think the point that I am trying to make is there needs to be clarity within this contract. Whether it was negotiated years ago or whether it was negotiated this time, the fact of the matter is that this contract was approved, and there is no literary clarity to this. I am not paying the attorney for mediocrity. I am not indicating that is what has been produced, but there is not full clarity within this particular item. I think that we should have clarity. I think exactly as Alderman Richardson stated, what is written is the only thing that we have to go by. I am just looking for a bit more clarity in this.

Chairman Deane

Okay. I am sure if you go through a lot of these contracts, and again I don't know what Attorney McNamee was hired to negotiate and how much time he spent. I think the relative items that I have in a highlighted copy were addressed. I don't think he spent much time reviewing language of other cost items that weren't even brought onto the table because why bother. You would have the expense of doing that. I understand that there should be some clarification of what A, B, and C are for the sake of knowing exactly what is laid out in those three different items.

James McNamee

If you would like I could address the question. You are correct I didn't address this at all because I am not trying to spend all of your money re-writing each of these contracts.

Chairman Deane

We pay you enough.

James McNamee

Exactly. I didn't want you to have to pay me more. Although it is not literally part of the contract we do have the fact that there is a past practice, the fact that a contract – the language itself, although it doesn't clearly say what A, B, and C are, under contract law is not ambiguous if it has a context in which it can be understood. The context here is the past practice and the current offering from the city, which is accepted by the membership. In fact I think Mr. MacLeod said I think last time the Police Relief Association actually pays part of the premium on that so it is clearly understood between the parties exactly which policy is being offered. It was not an area of great concern in negotiating the contract. We could always write things better.

Alderman Cookson

I had a question with regard to the handout that was just delivered to us; where it identifies a dental plan and it identifies coverages A, b, and C, and I am curious will this company be the only

company that ever produces or provides dental benefits to you and will they always have coverage A, B, and C?

James McNamee

That is actually outside of the scope of the contract.

Alderman Cookson

It is?

James McNamee

Okay.

**MOTION WITHDRAWN**

**MOTION BY ALDERMAN TEEBOOM THAT THE RULES BE SO FAR SUSPENDED AS TO ALLOW FOR THE INTRODUCTION OF A COMMUNICATION RECEIVED AFTER THE AGENDA WAS PREPARED  
MOTION CARRIED**

From: Sargent Robert MacLeod, Nashua Police Department

Re: Delta Dental Coverages A, B, and C

**MOTION BY ALDERMAN DEANE TO ACCEPT AND PLACE ON FILE**

ON THE QUESTION

Alderman Teeboom

I should only point out that this is an outstandingly good policy if you read it.

**MOTION CARRIED**

Chairman Deane

Now we are back to – we voted on the rejected cost item so now the motion...

**MOTION BY ALDERMAN TOLLNER TO RECOMMEND FINAL PASSAGE OF R-07-235 AS AMENDED**

ON THE QUESTION

Alderman Flynn

One thing that came up at the end of the meeting I guess it might have been Monday night, and some of the dialogue we have had this evening discussing dental benefits reminded me of that, and draws me to page 13 of this contract. The way this contract is set up, and I am trying to understand what we are really saying here because I was surprised the other night to go

backwards a step that Mrs. McKnight – it might not have been her, but someone was speaking on behalf of the contract said that the teacher's union had made a number of concessions in their prescription costs. I thought the city had one plan, and that different units weren't going to have different situations for prescription costs as an example.

When I looked at this contract here I noticed that in FY08 beginning July 1, 2007, we have no comments about medical visits or hospital visits or emergency room visits, and then when we get to FY09 we have a comment about medical visits I guess go to \$10. I don't know what they were in year 2007. Hospital visits go to \$50. I don't know what they were in 2007. There are still no comments about emergency room visits.

I kind of would like a little bit more dialogue as to going forward now we are going to have people that are going to be using Harvard Pilgrim or Blue Cross/Blue Shield and they are all going to have different plans in terms of medical visits, hospital visits, prescription costs because we haven't really even talked about prescription costs. I thought everybody had the same plan. I didn't really that some bargaining units were going to come forward with proposals on changes and how they are going to handle their prescription costs for three month supplies, mail ins, whatever that might all be. I got taken by surprise by that last night, and it is in this contract here so I would like some discussion on it.

James McNamee

Just to address the hospital visits, when it mentions hospital visits here that is the emergency room visits. There is not a co pay as it says if you are admitted. That is the emergency room visit. Both of those in FY09 double the current co-pays.

Alderman Flynn

But the city's position is we are going to offer two separate plans or any spin a wheel deal on any item within the normal scope of medical coverage whether it be prescription drugs, mail in drugs, generic drugs, medical visits? Is that our intention as a city going forward to administrate it that way?

James McNamee

I think, and I ran this by Mrs. Lemieux before we agreed to it, I think that the city's plan and hope is, at least through this contract is negotiated, is to offer the two plans that the union insisted on having and also it is hoping to make a comparable plan with perhaps even this special as they say carve out for the pharmacy benefits manager, but my understanding is, and it could be wrong because it depends on what happens in the teacher's contract, and I have not read that so I don't know the reference that you are making to that, but if they had a specific negotiated pharmacy plan in that contract that is different from this. This is looking at the city maintaining control over establishing a pharmacy benefits manager, and offering it as an alternative to these two plans as part of a healthcare plan or in some combination; either just the pharmacy benefits or pharmacy benefits and a completely different devised healthcare plan separate from Blue Choice or HMO Blue.

What the city was negotiating, and I say the city, it is the commission, but because it is healthcare obviously the city is paying the toll on this, and the city had a strong interest in how they wanted it to be negotiated. The city was looking for the option to develop another plan that it could try and sell to the membership of this union. That plan may or may not include the pharmacy benefits manager. It may in the first instance be only a pharmacy benefits manager. This language gives us the flexibility to do all of those things.

Alderman Flynn

This is getting a little more difficult to compare one contract to another and these me too clauses or whatever they are – trying to understand that some bargaining units are going to have different benefits and different personal costs throughout different fiscal years. Based on the contract we passed last night I am pretty sure that the secretaries now are at \$10 as soon as the Board of Education resolves their issues with the affiliated. This unit will stay at \$5 for another year. I don't know what the cost is for them – if anybody gets a better deal I am not sure what their clause was. I didn't bother bringing that paperwork with me tonight. I lost interest in that contract. I am aware that it is out there and it has catches to it that have to make us very aware of what we are agreeing to here.

Chairman Deane

What I am going to do Alderman Flynn is I am going to take all of that language and all of those different contracts and will build a log of it so when we sit here voting on things I am going to sit here and recite it all so that everybody understand that when we vote for this, this is what happens, and then prior to those meetings I am going to get a financial analysis from Mrs. Anderson or Ms. Beaulieu on if this passes and this changes, what is the cost so that everybody understand that they have just added more to next year and the year after budget.

Alderman Flynn

Precisely. It is not the cost necessarily of this contract it is now we have one contract that apparently is going to be locked into, and that contract I believe will be affected if we go forward with this contract.

Chairman Deane

It will.

Alderman Flynn

Because of some of the clauses that are in here that we really can't amend or reject because then they wouldn't have a plan. We're on a slippery slope.

Alderman Tollner

I think you both brought up very good points. As these different contracts come into play, I think the city can, through their insurance consultant, create a grid, and give you a percentage value of the difference in the premium of what a \$5 co-pay is versus \$10, \$25 emergency room versus a

\$50, and on the drug what it is worth so when you are looking at these contracts you can look at the difference in the cost items, but you also can look at the difference in the percentage value of the premium. He could probably do it in his sleep. We do it all the time.

If you are looking at one product that has a \$5 co-pay versus a \$10, chances are your premium should be roughly a little less than a point less if you went to the \$10 office visit than if you stayed at the \$5. I think we should look at that.

#### Alderman Flynn

These contracts aren't written that way. These contracts are written with words like favorable. They are not that precise. It is going to be quite a battle I think to try to figure out what is a more favorable healthcare package guessing what is the number of office visits you are going to make or the number of emergency room visits that you are going to have over the number of people that are in your bargaining unit. This is getting to be a little bit excessive for us to really try to understand what we are agreeing to and not agreeing to.

The city certainly can manage I guess by handing out cards to people that will have one group of people that are going to say – it won't have to say 90% on their card – that is not important, that will happen the way the city will take out from their payroll whether it is 90% of the expected cost or the operating cost for that particular year, and then I guess other people will carry around a card that says my office visit is \$5 and someone else will have a separate card with the same city and same HMO but their card will say \$10 for an office visit. We will have to see how those bills get paid correctly and reward people for catching those mistakes. Sounds like a nightmare.

#### **MOTION BY ALDERMAN FLYNN TO REJECT THE COST ITEM ON PAGE 23 IN ARTICLE 28, UNDER SUBSECTION D, ADJUSTMENT EQUITY PROVISION FOR FISCAL YEAR 2006**

#### ON THE QUESTION

#### Alderman Flynn

I know I have spoken out on this many times over the course of these contracts. I would like to see contracts come forward to us that the bargaining units are happy with – if this is a deal that they are comfortable with, they understand what the costs are going to be to them for healthcare, for wages, for vacation time, for severance pay – if this is a deal they want then they should give us the package and we will evaluate it. To think that we are going to go back – if someone else, some unit might come into us and say that they want to change their vacations or their sick leave or they are not going to accrue their sick leave, but they want us to go back to 2006 for a wage agreement, and we would be bound by this thing here to allow things to be re-discussed.

I would like to have a contract that I think is what you want for a contract. If you want wages for 2006 then put it in here and we can vote it up or down. These contracts that says we agree to re-discuss it and we are going to have more phone calls, more people sitting in the audience, more commissioners talking about how we are either mistreating or improperly treating each individual bargaining unit – these type of phrases here are very objectionable to me and I want to reject that cost item. It ends with "If the Association is not satisfied, it shall have the right to reopen this contract to negotiate wages only for the fiscal year 2006 of the contract."

James McNamee

This isn't a cost item of the contract. You are not bound to pay anything by this provision so it is not a cost item.

Chairman Deane

A couple of weeks ago I sent Mrs. Anderson an e-mail pertaining to language such as this that is a potential cost item.

James McNamee

I actually spoke with Corporation Counsel about this, with Dory Clarke, who you may have spoken with also on this particular issue, and it is their opinion this is not a cost item.

Chairman Deane

I guess I am just not following the process of dealing with reality anymore. We have to continually pull information from this administration. I think it is getting worse. If there are issues associated with some language and things well this isn't a cost item, that isn't a cost item – we never hear from Corporation Counsel about anything.

To me this is a potential cost item. This has a value to it. I have raised that issue with you. Did Attorney Clarke ever respond?

Carol Anderson

We did have that conversation, and exactly what Attorney McNamee is saying is correct. She said that because it just leaves open the opportunity to re-negotiate that item whereas the one that you rejected in the beginning that was an automatic. This is not an automatic this is just an opening for them to re-negotiate should that occur. She said it was not a cost item for this contract.

James McNamee

Then if I can add it will be a cost item to you if it were re-negotiated and there were an additional cost. It would then have to come to you for approval. At that point it would be a cost item for you to consider.

Chairman Deane

It would be considered a sidebar at that point in time or would it be this contract would be re-opened so it wouldn't be a sidebar?

James McNamee

The mechanism you do it could either be a sidebar or a contract that replaces the contract. It most likely would be done as a sidebar because it is only to re-open this particular clause.

Chairman Deane

Mrs. Anderson was I included in that conversation? I don't remember.

Carol Anderson

This wasn't by e-mail. I just had an actual conversation with Attorney Clarke.

Chairman Deane

There are only so many hours in the day and then you have to sleep.

Alderman Cookson

Do we have this legal opinion in writing?

Chairman Deane

I don't believe so, but I would take Mrs. Anderson's word for it.

Alderman Teeboom

First of all I guess I would again agree with Attorney McNamee because the cost item is defined as something that takes an appropriation. This does not take an appropriation. This raises another question, the earlier one that we did, which was what I call a knife cut clause, it automatically created a situation where you go back to the original healthcare sharing, but we have for instance the teacher's contract, which also talks about being able to re-negotiate/open up negotiations again, so are you saying not here, but in general terms when we see a reverter clause – a reverter clause allows you to re-negotiate a clause I believe that is how it was explained by others like Alderman Bolton I think mentioned it yesterday – is a reverter clause a cost item?

James McNamee

I would call this actually a re-opener.

Alderman Teeboom

Is a re-opener a cost item?

James McNamee

I am not sure that is such a technical term – is this a cost item – in most cases it will not be because it does not bind you to make any appropriations in the future as opposed to the clause that you have just removed from the contract although the exact whether or not it would actually come into affect still remains uncertain. Under the appeal of the Town of Sanborn case, the Supreme Court has said once it has been presented to you in a contract and could be a cost in the future that you are bound to it if the conditions that set it up transpire then it is a cost item and it is either got to be approved or not by the board.

Alderman Teeboom

So if it says you shall renegotiate with the employer board it is not a cost item?

James McNamee

That is right it is not a cost item because it is open. It could go up or down or in any direction – nothing could happen.

Alderman Teeboom

Thank you.

Alderman Flynn

So there is no cost to the city if we have to re-open this contract and negotiate the wages? That is done free of charge? Why is that not a cost to the city?

James McNamee

You mean the cost for my time? I would charge you for negotiating it Alderman Flynn, but the cost item as we are talking about it here would be the cost of the contract provision itself. This one doesn't require you to appropriate any money.

Alderman Flynn

We would have to appropriate money for contingency negotiations for contracts.

Carol Anderson

I would not be budgeting an amount in contingency negotiations for this. This would just be – unless you had a certain amount you were just putting aside for some of these clauses, but other than that it is not that we would establish a separate account to cover any of these types of clauses.

Alderman Flynn

We do have that in department 502 don't we? We have a line where Attorney Connell asked us to make some appropriations for services that the city couldn't handle themselves.

Carol Anderson

That is a little different. I thought you were talking about the cost of ...

Alderman Flynn

I started there, but you beat me out of that corner.

Chairman Deane

Basically the way it has been explained from Mrs. Anderson and Attorney McNamee and Mrs. Anderson is talking with Attorney Clarke, that this is not a cost item.

Alderman Flynn

But again something that we want on this big matrix that is 8' wide by 6' long that we have this item hanging out there if we approve any negotiations for any wage increases for 2006 that may not have a cost – we may not have a cost associated with it.

Chairman Deane

There is a motion on the floor to reject this.

**MOTION WITHDRAWN**

Chairman Deane

This equity provision, is that in percentages or in dollars?

Carol Anderson

I am not sure what you are referring to. I am sorry.

Chairman Deane

If the wage increase provided for the 1<sup>st</sup> year of the contract..... The wage increase is that wage increase in dollars or in percentages? If their wage increase is 4% let's say and the next person is 4.5%, but their dollars are less because their pay is more – how does that work?

Carol Anderson

I would, and Attorney McNamee can correct me, but I would say it is in percentages.

Chairman Deane

We will put this one in the matrix Alderman Flynn under percentages. I would really like some clarification on that.

James McNamee

It is really the only reasonable way to do it. Otherwise....

Chairman Deane

I couldn't agree with you more Attorney McNamee, but I want to make sure everybody else is on the same page. We're not talking percentages we are talking dollars. We don't care what the Police Department is doing. That is what we will hear. They are their own employer board, their own entity. If we could get – we need some clarification I think from Corporation Counsel if you could ask Attorney Clarke Mrs. Anderson on this one item just so that we understand it is not dollars it is percentages.

Alderman Cookson

I just want to reiterate what I think I heard you say, and that is if this were to re-open and you were to go back to 2006 we would look at their 2006 wages and we would apply a percent to that 2006 wage in order to whatever this adjustment equity provision indicates. Is that correct?

Chairman Deane

Is that the way it is understood so that we are all on the same page?

Carol Anderson

That is my understanding, and Attorney McNamee can ...

Unidentified Speaker

From the Supervisor's Association that is ... **audio inaudible...**

Chairman Deane

Okay the Supervisors think of it that way as well. Thank you.

Alderman Teeboom

Yeah it is very clear. If you look at the sheet presented by Mrs. Anderson of Financial Services '06 is a zero increase in wages so one cent increase ...

Chairman Deane

One cent above zero...

Alderman Teeboom

They can open up – it is not a percentage. To me it is a one cent increase – if they elect to they can renegotiate, but it is not a cost item because we don't have to accept it.

Chairman Deane

I understand that, but we want to understand whether it is dollars or percentages.

Alderman Teeboom

It is either one. It doesn't say. It is zero in 06 so it doesn't matter whether it is percentage or dollars.

James McNamee

You are both right. If any percentage increase as small as one cent over zero would trigger this clause, but the application of it as compared to other units would be by percent.

Alderman Teeboom

One cent over zero Attorney McNamee is an infinite amount of percentages.

Chairman Deane

Thank you for that.....

James McNamee

You know that I didn't mean it that way. I am not dividing by zero. Any increase over zero.

Alderman Teeboom

A penny over zero you can open up the clause.

Chairman Deane

Alderman Tollner would you restate your motion?

Alderman Tollner

My motion is for final passage as amended.

Alderman Richardson

Let me drag it out a little longer. I wanted to ask you about that very same clause that Alderman Flynn made a motion on. We were talking about the commission shall make good faith efforts to provide additional wage increase. That is a good faith effort, which is kind of open. It is not well defined. It doesn't commit the city to do anything then other than to pay for the negotiators' wages for however much negotiating that the negotiator does. It doesn't compel the negotiator to actually agree to present it to the employer board. Am I correct?

James McNamee

I know how it was intended. This actually says the commission shall make a good faith effort. It could be done entirely without negotiation where the commission would petition the Board for a sidebar to get the same increases that they perceive in the other units. If the commission – even if the city agreed to that, if the union said no we don't see that as the right percentage, we want something different, then they could re-open it. The intention here, and I think it is important to understand how strongly the commission stands behind this unit. This is really an expression asked for by I think the association and freely and voluntarily given by the Commission to say yes we support you, we think that if you are willing to take a zero in that year that it is important that if someone else gets more than a zero you should get it too.

Alderman Richardson

What I am doing is just trying to address the concerns that Alderman Flynn had with regard to expenditure of funds for a negotiator.

James McNamee

This could execute itself without even having to use a negotiator the way it is written.

Alderman Richardson

That is what I was driving at. Thank you.

Chairman Deane

Is there any further discussion?

**MOTION CARRIED**

**MOTION BY ALDERMAN DEANE FOR A FIVE-MINUTE RECESS**

**MOTION CARRIED**

**MOTION BY ALDERMAN DEANE TO RETURN TO THE REGULAR ORDER OF BUSINESS**

**MOTION CARRIED**

NEW BUSINESS – RESOLUTIONS

**R-07-224**

Endorsers           Alderman-at-Large David W. Deane  
                          Alderman-at-Large James R. Tollner  
                          Alderman Michael J. Tabacsko  
                          Alderman-at-Large David Rootovich

**RELATIVE TO THE TRANSFER OF \$10,019.82 FROM ACCOUNT 752-6914 “CAPITAL PROJECT - HOLMAN STADIUM PROGRAM” INTO EXPENDABLE TRUST FUND ACCOUNT 952-5350 “ETF - HOLMAN STADIUM”**

**MOTION BY ALDERMAN DEANE TO RECOMMEND FINAL PASSAGE**

ON THE QUESTION

Chair Deane

This is the balance of the end of the dollars that were used for the renovation at Holman that are going to be set into an expendable trust fund. The money is going to be continued to be used for that purpose.

Alderman Richardson

This is bonded money?

Chair Deane

Yes.

Alderman Richardson

How much are we talking about?

Chair Deane

Ten thousand dollars.

Alderman Richardson

No matter what the amount is, we still have it aging, right? I’m worried about the aging of this. We worry about that sort of thing – what is it three years or something?

Carol Anderson

I don’t think that this is just bonded money. It could be 752, but in a 700 account you can have monies from the city in there. We could have put it similar to what we did with the senior center. You can put it within the 700 account.

Chair Deane

I'm under the impression, Mrs. Anderson, that this was the monies that were left from the renovation project. When I spoke with Nick Caggiano that's what he told me it was. He didn't mention any other appropriations that went in there or transfers. I could be wrong, but that is what I was told when I asked about the legislation.

Carol Anderson

The bond monies basically have been expended. That's how we would treat it. We had a transfer in from a special revenue fund of \$100,000. You could assume that it is from that and not the bonds.

Chair Deane

What is it from then, the cell tower money?

Carol Anderson

It could be. It says transfer from a special revenue fund. That would have been \$100,000.

Chair Deane

Doesn't the two cell tower accounts there already have an account number?

Carol Anderson

This goes back to the original project. There was \$100,000 that was transferred in. Our assumption is that the bond monies have been expended.

Chair Deane

You spend the bond money first and then the cash comes out?

Carol Anderson

Exactly.

Chair Deane

I stand corrected. This is cash.

Alderman Teeboom

If it is cash, why don't we use it to offset the tax rate?

Chair Deane

You could do that if you like. You could kill the resolution to do that.

Alderman Teeboom

If you kill the resolution, what would happen to the \$10,000?

Carol Anderson

It would actually stay there until some action is taken.

Alderman Teeboom

How does that go against the tax rate?

Chair Deane

You would have to put a resolution in to transfer it into fund balance.

Alderman Teeboom

This money is going to be used for what?

Chair Deane

It is going to be used for rehabilitation, purchases of fencing and fertilizer and whatever else.

Alderman Richardson

Are there anymore expendable trust funds set up for Holman?

Carol Anderson

No spendable trust funds, no. There are special revenue funds, but they all have different purposes. This to me is an appropriate use of the monies that are remaining in there so that in the future if something needs to be done, you are building some monies towards those types of projects.

Alderman Richardson

I remember a conversation back about a year ago. It was indicated that so many of these small accounts all over the place makes your job hard.

Carol Anderson

We have many different funds. It is difficult because if someone wants to look in one particular area to see all of the monies that are expended, there are many different funds. But as Alderman Deane can tell you, that's nothing new. We just know that they are classified properly now. Basically that's

the only way that the city can put that money aside and carry it over from year to year. Other than that it is going to lapse. There are purposes for these expendable trust funds.

Alderman Richardson

I knew you weren't happy with having a whole bunch of different accounts all over.

Carol Anderson

It's not so much that I'm not happy, it's just that it makes it difficult when you are trying to explain to people where all the money is. If you are going to use it in a certain way, by state statute, we're told how you have to allocate that out.

Alderman Richardson

It seems like such a small amount, but this is the nose of the candle, right? This is \$10,000 and then the account is open. Then you can keep dumping more in. It doesn't exist at present.

Carol Anderson

No, this one, I believe, does exist. We're just adding to it.

Alderman Richardson

How much exists in that account right now?

Chair Deane

This will close out the 752 account in its entirety, right?

Carol Anderson

Yes, it will. There's currently \$25,290.68.

Alderman Richardson

That is a lot of fertilizer. Thank you.

Alderman Cookson

Do you have any indication of how frequently that expendable trust fund is accessed?

Carol Anderson

I wouldn't be able to say off-hand. I'd have to go back and look at it.

Alderman Cookson

When the expendable trust fund was established, was there a purpose assigned to that expendable trust fund? Is it for grounds? Building and structure?

Carol Anderson

It's called "Holman Stadium Improvements." When I look at what has been expended there, there's really not a significant amount. There's only been about \$10,400 that has been expended for it. It's basically been on some miscellaneous expenses, tree removal services and some miscellaneous payroll items. A little bit of maintenance on the building.

Alderman Cookson

Who typically utilizes this expendable trust fund and how is the money removed from it or accessed?

Carol Anderson

Superintendent Nick Caggiano would be the one that would be requesting expenditures from that.

Chair Deane

I believe those expenditures have to be approved by the Board of Public Works as well because they are the agent.

Carol Anderson

Yes.

Alderman Flynn

In the park recreation budget, they do have a line item where at the start of each fiscal year, they make an appropriation into three different expendable trust funds. They do it for Holman Stadium, they do it for Mine Falls Park, and they do it for the skateboard park. That isn't the same expendable trust fund that we are talking about here, is it?

Carol Anderson

Yes, it should be.

Alderman Flynn

They do make an ongoing appropriation every year to take care of Holman Stadium. It looks like in 2007, they set aside in their budget \$29,000. In the year 2008, they set aside \$32,000. I just didn't know if there was more than one expendable trust fund for Holman Stadium.

Chair Deane

There are special revenue accounts, like cell towers.

Alderman Flynn

This says ETF.

Carol Anderson

Yes, and the number you just quoted is exactly what went into this fund in 2007. \$29,563 was transferred in from the general fund from that account into this expendable trust fund.

Alderman Flynn

I think it's the responsible way to do it. It means you have a responsibility to take care of that stadium and be sure that it doesn't come down to the end of the line and you can't handle whatever it might be. I like the way the budget was written. This is a unique use of money that was left over to put that there. It's only for that. Next year he would necessarily have to set aside as much money out of the operating budget.

Carol Anderson

That could be.

Alderman Richardson

The way it was stated it sounded like when we had the budget process it was just automatically put into the ETF. That wasn't the case, was it? This was at the end of the year an escrow?

Carol Anderson

No. It's actually is budgeted. When it is budgeted then it is transferred into the expendable trust fund.

Alderman Flynn

And I think it is done in Warrant No. 1.

Carol Anderson

It probably is done right at the beginning, similar to CERF. Anything that is going into a trust fund as soon as the budget is passed and the fiscal year opens that money is transferred into the expendable trust fund.

Alderman Richardson

How can you do that when it's a yearly appropriation?

Carol Anderson

The appropriation begins on July 1<sup>st</sup>.

Alderman Richardson

The expendable trust fund wills from year to year. This is a yearly appropriation for that year. I'm confused how that can be done?

Chair Deane

It is submitted as part of the operating budget.

Alderman Richardson

So we've been approving it that way?

Chair Deane

Absolutely. As Alderman Flynn stated, when the monies is put in those line and July 1 comes and it is transferred into the expendable trust funds, then there are constraints on those dollars to be used only for that purpose.

Alderman Richardson

In the budget, is it in a 500 account or in the 952 account?

Carol Anderson

It starts in the 500. It is appropriated as a transfer to that particular expendable trust fund. Then it is transferred in. If there are revenues that are collected. You just cannot take the revenues in that case and put it right into that trust fund. Those revenues belong to the general fund. The only way to get them there is to appropriate them.

Alderman Richardson

You don't need any other paper to transfer?

Carol Anderson

No. By virtue of the budget, it is made clear. That's why those accounts were established.

Alderman Richardson

Is that the title of the 500 account – transfer to?

Carol Anderson

Yes.

Chair Deane

Those three lines carry a revenue source.

Carol Anderson

Yes.

Chair Deane

The cell towers at Mine Falls Park, the cell tower at the skate park and the two cell towers at Holman Stadium. Those are the yearly rentals that go into the ETF that are utilized for the maintenance and upkeep.

Alderman Flynn

It might be judicious for more experienced budget committee members or future budget review committees that at the time you are approving the budget, you might question how much money is remaining in the expendable trust fund. Perhaps that money is not fully needed in the next fiscal year. That might be a place to trim the budget.

Chair Deane

I know the Mine Falls Park expendable trust fund carries a rather large fund balance. But that was part of the matching dollars that they needed for the federal grants that we got. They built that revenue up that they brought in over a number of years. Now with that project going out and the engineering work and everything else, our matches come right out of that.

**MOTION CARRIED**

**R-07-225**

Endorsers: Alderman-at-Large David W. Deane  
Alderman Michael J. Tabacsko  
Alderman-at-Large James R. Tollner

**RELATIVE TO THE APPROPRIATION OF \$22,625 FROM ACCOUNT 801-976 “SOLID WASTE DEPARTMENT – UNANTICIPATED REVENUE, SALE OF VEHICLES” INTO ACCOUNT 901-5403 “SOLID WASTE EQUIPMENT RESERVE FUND (SWERF)”**

**MOTION BY ALDERMAN DEANE TO RECOMMEND FINAL PASSAGE\_\_**

ON THE QUESTION

Alderman Teeboom

What was sold?

Chair Deane

A couple vehicles down at the Solid Waste Department. They brought them up to the state auction and got rid of them. The revenue that we received for the sale of the vehicles is now being put into the Solid Waste Equipment Reserve Fund.

**MOTION CARRIED**

**R-07-227**

Endorser: Mayor Bernard A. Streeter  
” **RELATIVE TO THE TRANSFER OF \$55,355 FROM ACCOUNT 591-86005  
“GENERAL CONTINGENCY” INTO ACCOUNT 533-33010 “WATER, FIRE  
PROTECTION SERVICES”**

**MOTION BY ALDERMAN DEANE TO RECOMMEND FINAL PASSAGE**

ON THE QUESTION

Chair Deane

I believe this is due to a rate increase, Mrs. Anderson?

Carol Anderson

This is due to a significant rate increase. I just received notification of another one. When Pennichuck Water went before the PUC about the rate increases, in the past they have never done any rate increase to the fire protection services. I believe it was back in the early nineties – may '91 or '92 was the last time. Pennichuck did not go in and ask for any increases to the fire protection. The PUC when they heard the rate case, they looked at that. They said that this is something that should be shared. The upgrades that are being done need to be shared by all. The fire protection customers should also be paying towards that. The levy was actually 20.5 percent. The portion that you are looking at now – this \$55,000 – plus we had about another \$30,000 that we were able to absorb out of the account – takes care of the temporary rate for the '07 year. We still have three more months of a temporary rate in '08. Then we have the permanent rate that took effect July 1<sup>st</sup>. You will be seeing an escrow coming forward to help in the '08 budget. This is very small compared to what we need in '08. This takes care of '07 through June for the temporary. What we are going to be requesting as an additional escrow – actually we're looking at left over welfare money – there's significant money left there. We need almost \$400,000 for the rate increase for '08. I received another letter. They were granted a 3.07 increase on June 29<sup>th</sup> by the PUC. That's going to equate – I was just doing a quick calculation – but that might equate to approximately another \$50,000 - \$55,000 on top of the \$400,000 that we need for '08. In all, these rate increases come to a total from January 1<sup>st</sup> of '07 through June 30 of '08 of ...

Chair Deane

Almost \$500,000.

Carol Anderson

It's over that now. I think it's about \$540,000 is what our city will be facing in its budget.

Chair Deane

Ever since you leave that hydraulic modeling of the fire protection systems, when we got that little rebate...

Carol Anderson

Which was very good.

Chair Deane

We've been nailed to the cross, along with everyone else for that matter.

Carol Anderson

Right. They did make it clear that Pennichuck said that when they went in, they weren't looking to hit all the fire protection services. They said with the upgrades – and we're all aware of what's been going on with Pennichuck – what's been added – that the value added has to be borne by all customers.

Alderman Teeboom

I remember when the rate case went in. Pennichuck said that they were not going to charge. You are saying the order came out from the PUC? They said they don't accept that. It has to be borne by all customers?

Carol Anderson

Yes.

Alderman Teeboom

So we are going to be hit with \$540,000?

Carol Anderson

You will be getting amended legislation in your packet this coming Friday. In that, we have put it, I believe, \$396,000 to take care of '08. With this letter that I just received, I'm going to calculate what that is and I will have to add that on too. We need to have funding to cover this additional '08 appropriation.

Alderman Teeboom

Where it is going to come from?

Carol Anderson

There's welfare money remaining.

Alderman Teeboom

I remember we took money out of this account because you found savings and we used it for something else. I forgot what it was.

Carol Anderson

We used just a small amount.

Chair Deane

We used \$60,000 for Erion Field.

Carol Anderson

But we still have enough money remaining to take care of the water protection charge.

Alderman Richardson

We did energy saving projects. The Green Team. That was what? \$20,000?

Carol Anderson

Right. I think that was also a split with the street light account.

Alderman Teeboom

How much are we now going to owe of this account after these percentages?

Chair Deane

\$540,000.

Alderman Teeboom

No, we are already paying them \$1.6 million a year or thereabouts. What is it going to be now?

Carol Anderson

This just goes through February of '08. The payments are approximately \$178,000 a month. It's 1.65 I believe. Then you are adding another \$450,000 - \$470,000.

Alderman Teeboom

Over 2 million. That's \$2,136,000. It used to be \$1.6 million

Carol Anderson

Yes.

*At Alderman Richardson's request, Mrs. Anderson restated the permanent and temporary rates.*

Alderman Richardson

When did we hear about that?

Carol Anderson

The PUC came down with that on May 29<sup>th</sup>, I believe. We were notified afterwards. It was long after the budget had been past.

Alderman Richardson

I was thinking when we did the legislation for the Green Team – if we knew it at that time.

Carol Anderson

No, I didn't know it at the time that that was coming through. The Green Team...

Chair Deane

I thought there were three funding sources.

Carol Anderson

There were three funding sources.

Chair Deane

Two at five and one at ten.

Carol Anderson

We never would had put that through having known that there was something coming through of a permanent nature like that.

Chair Deane

We don't have to dip into fund balance to deal with it, right?

Carol Anderson

No.

Chair Deane

Then that's a good thing. We're not dealing with fund balance. I know a lot of folks have plans on maybe doing a little more street paving with some of the money that's been put in this escrow. But that's a discussion for next week.

Alderman Cookson

The mayor's recommended budget for fiscal year '07 was \$1.82 million. I know some money has been transferred out of that account. Now you are telling me that you want to add \$55,000 back into it for shortcoming.

Carol Anderson

Yes. If I'm correct, we had budgeted an extra \$30,000 above. When we come forward with a budget, that budget is worked out with Pennichuck Water. They send us something to confirm all the hydrants and the pipes. That number is an accurate one. What we do try to put in there is a small amount of money for potential increases. We don't determine that potential increase. We talked to Pennichuck, and they told us. At that time, they in good faith, thought that was an accurate number. They did not anticipate it.

Alderman Cookson

If you look into FY'08, you're looking for an additional \$400,000. So, we should see a budget close to \$2.2 - \$2.3 million?

Carol Anderson

I was looking for an additional \$396,000 until I got this letter yesterday. That letter, I need to calculate the impact. I believe that's about \$55,000 additional on top of that.

Alderman Teeboom

The way the PUC works, Pennichuck comes in and asks for 40 percent. Then the PUC goes through all the deliberations, 1,000 pieces of paper gets distributed and delivered to everybody. All kinds of decisions are made and then they will give them maybe five percent less than Pennichuck asks for. For those who are looking forward to all these upcoming September and October proceedings before the PUC, the PUC is not your friend.

**MOTION CARRIED**

**R-07-228**

Endorser: Alderman-at-Large David W. Deane  
Alderman-at-Large James R. Tollner  
Alderman Daniel Richardson  
Alderman Michael J. Tabacsko

**RELATIVE TO THE APPROPRIATION OF \$16,920 FROM ACCOUNT 499-976  
“UNANTICIPATED REVENUE – SALE OF VEHICLES” INTO ACCOUNT 993-5315  
“CAPITAL EQUIPMENT RESERVE FUND (CERF)”**

**MOTION BY ALDERMAN DEANE TO RECOMMEND FINAL PASSAGE**

ON THE QUESTION

Carol Anderson

I was looking at this. This is revenue that is going into a trust fund. I'm not sure what the analysis shows on that.

Chair Deane

It didn't show as a supplemental?

Carol Anderson

It didn't. That's what I want to follow up on. I had some second thoughts on that because it's going from a general fund revenue into a trust fund. Even though all the trust funds are exempt from the combined annual budget, I just want to confirm that. It doesn't change anything; it will just require ten votes on that.

**MOTION WITHDRAWN**

**MOTION BY ALDERMAN DEANE TO TABLE R-07-228**

ON THE QUESTION

Alderman Teeboom

How did we do it with the \$19 million when we had that public works thing, and we took the public works off the budget? Wasn't that put into a...

Chair Deane

That was different. The one resolution that I withdrew was a supplemental appropriation.

Carol Anderson

Yes.

Chair Deane

When I started reading through the financial analysis, this one did not show that it would require a 2/3 vote. That's why I kept this one.

Alderman Teeboom

There's another complication. If it takes a supplemental, it overrides the Spending Cap. That's only allowed to be done once.

Carol Anderson

No, that actually will not present a problem for this because this is on the '07 budget.

**MOTION CARRIED**

**R-07-229**

Endorser: Alderman Richard P. Flynn

**ESTABLISHING AN EXPENDABLE TRUST FUNDS FOR REHABILITATION  
WORK AT CERTAIN PARKS AND APPROPRIATING \$47,000 IN TO THE FUND  
BY TRANSFER FROM ACCOUNT 534-32020 "ELECTRICITY, STREET LIGHTING"  
(\$40,000) AND ACCOUNT 591-86005 "GENERAL CONTINGENCY" (\$7,000)**

**MOTION BY ALDERMAN FLYNN TO RECOMMEND FINAL PASSAGE**

ON THE QUESTION

Chair Deane

This was also assigned to the Board of Public Works. They gave it a favorable recommendation.

Carol Anderson

This one says establishing a trust fund – that's not the problem. Appropriating the money, and that is coming from general fund – that may also require 2/3. I think you may need ten votes on this one.

Alderman Flynn

I am aware that it will most likely take ten votes. I reasoned that out myself. In any case, I did hand out before the meeting a spreadsheet. It's called "remaining park renovation work." This is something that Superintendent Caggiano e-mailed me. We started a brand new fiscal year, FY'08. I have some beautiful parks in my ward: Rousseau Field, Lyons Field, and Sullivan Park. But, they are all parks that have lots of parking all around them. There are a number of parks within this city, inner-neighborhood parks, that in the last round of park rehabilitation, funding appropriations ran out

on. The city did make a genuine effort to address parks, but about three years ago, funding ran a little dry. Those parks that were still outstanding, about 11 or 12 of them, were all still out of code, had little or no playground equipment, no benches, and had very underutilization. In some cases they were in very bad disrepair because they were never attended to at any level. I was troubled by this and was just looking for a small appropriation. At that time, a woman had called me who was going to Bulova Park. I think the city call is Grenage Commons on the website. I did visit the park. It's mowed regularly. There's a couple swings for older children and it has a slide that is very inappropriate for anybody but maybe someone 8 or 9 years old. It's a very tall slide. I asked Superintendent Caggiano if there was something that we could do with that park. The answer was that there is very, very little funds available to do that. He gave me the background and then I asked him for this list of what was still outstanding. This list has 14 parks on it. I've never asked him what his own personal priorities are. I did ask him to give us some idea of what money would be needed to continue with the program and start devoting some small monetary resources going forward. When I wrote the legislation, I took the top three off – Cottage Ave. Park, Shattuck Street and the Boys Club Field – as he felt that those funding sources had come together either through CDBG funding in the case of Shattuck Street, other appropriations for Cottage Ave., and I don't remember but he had the funding for the Boys Club Field. I took the other parks and put them on this legislation. This legislation is rather non-political. It puts all of the authority into the board of public works to decide how the money will be spent. It sets aside money for the parks only listed in this legislation. At the moment, these parks are almost abandoned. They get very little utilization. The equipment, as I said, is not in code. They are perfect for a lot of families. Certainly in my ward, I enjoy having an inner-city park close to my house. For many years, my sons enjoyed playing at Mass Ave Park. That park is a terribly disarray. I don't know where it stands on the priority list but I think we all recognize that there's a lot of enjoyment that could be had from these parks. The city can do something good with these areas. It's always nice to have your kids playing close to home and not relying on them to take their bicycles and trek incredible distances to enjoy themselves. I left Erion Field on here even though I knew Alderman Dion was working with his legislation. At that time, I didn't know if his legislation would pass or not, so I left it on here. It could be amended and we could strike that out if we wanted to. I'm not opinionated, but I would be probably tempted to leave it on there because it will all be decided by the public works and the recommendations of the parks and recreation superintendent. I did set a cap on this. I set a cap of \$300,000. It will probably never exceed \$50,000 - \$70,000 but should the appropriate parties decide that one of the more expensive renovations – the pools is the highest priority – I wanted them to have the ability to accumulate funds to be able to get to some level of addressing what they decided was their priority. That could be amended if that's a concern to anybody. I think this is going to be a benefit to a number of neighborhoods in the city. I think it is going to be a tough vote to get past the full board. The mayor originally had some concerns about it. I don't know how he feels about it anymore.

#### Alderman Teeboom

This is \$47,000 and the needs add up \$85,000. How did you come up with need number?

#### Alderman Flynn

This is put together by Nick Caggiano on this hand-out. These are his needs or his estimated costs by park. At that time, Erion Park was on this list. He thought it was going to take \$60,000 to bring it into this century for fixing the basketball court and some parking and all those things Alderman Dion spoke on. These numbers under "needed" are the totals by park. If you add it up, I think it adds up to

like \$800,000 or \$985,000. Originally I was trying to find \$150,000 for this to make some dent in it. However, I recognize funding is tight. Alderman Dion was resourceful in getting \$60,000 put towards this list. I thought that and this appropriation here was a good beginning point for us to commit to doing something about these parks.

Alderman Teeboom

Let's talk about Erion Park. It got funded, that resolution passed.

Chair Deane

I don't think it's been seven days though. I know the mayor had mentioned earlier that he had grave concerns about re-appropriating any funds and using them for purposes other than their original intent.

Alderman Teeboom

The discussion I remember was not that he was so much against doing parks. It was that he wanted to not cherry pick parks – individual alderman started pushing individual parks. He wanted to come up with a total package. On Erion Park, I voted against it for that purpose. Is that past the veto period?

Chair Deane

I believe so.

Alderman Teeboom

So that's approved. That's what I call ear-marked ... inaudible ... legislation. This makes much more sense. The problem I have with this is \$47,000 doesn't make a dent in \$984,000. What is your plan to fund this?

Alderman Flynn

We, as a budget committee and as full board – you are correct – we don't have much of an opportunity. We have a budget that is presented to us that is right at the salary gap. We can't adjust any line items up or we have serious issues on coming up with a number of votes. As the mayor presents the budget to us, we are very, very restricted as to what we have the ability to do. As we go forward, I think there will be some opportunities. Just as we always see opportunities throughout the year. There will be some opportunities to move some funds. I think if I put my mind to it, I can find some funds. I might try as I move some funds from one corner to contingency to try to convince the board to maybe commit small amounts – five percent or ten percent of those funds – into this expendable trust fund. None of this is being handled at all now. There are no funds for it. When I spoke with Superintendent Caggiano yesterday, I really didn't want to know what his priorities were. I didn't want this to be political. I didn't want to know where he and the public works would most likely move forward with first if they had the \$47,000. It might just be that their \$47,000 plan is to hold onto that until they can come up with a lot more money for one of the bigger projects or maybe they will knock off a few of these projects. Several of these projects are \$20,000. I specifically stayed out of

that discussion. I was only looking for \$3,000 - \$4,000 for Bulova Park. If you look at the FY08 budge, as a city we approved either \$3,000 or \$3,500 for playground equipment for the entire city. When I spoke with Supt. Caggiano at that time, he didn't feel he had the funding for the small improvements that I was talking about for Bulova. On this page, he lists out what he thinks is an appropriate overhaul for Bulova Park. But for all I know, Bulova is at the bottom of the list. I didn't want to know where it stood in his priorities. Some of you might have called in and found out the answer to that, but I don't know that answer.

Alderman Teeboom

How much did we appropriate in the current budget for parks?

Unidentified Speaker

How much did we appropriate? Zero.

Alderman Flynn

We appropriated \$3,500 for playground equipment. The rehab line is zero. There is a line for park rehab in the budget. It's a 75 line. There was no money appropriated at all.

Alderman Teeboom

That's a problem. All the money goes into ever higher percentages exceeding the CPI for salaries and benefits. Mr. Hottel asked me today: "What happens?" We keep adding more in salaries and benefits. I said things have got to go. One less fire truck, one less cruiser, one less renovation of a school building. I live here because I love the parks. The parks are a great asset to this city. A lot of people use them constantly. If we're not maintaining our parks, what are we maintaining? All these people keep yelling that we don't approve salaries, the kids can't be educated, the teachers are going to leave, the police are going to leave. We hear that story all the time. What happens if the parks keep deteriorating?

Chair Deane

The parks are maintained.

Alderman Teeboom

Apparently, they are not.

Chair Deane

That couldn't be further from the truth. The park system is maintained. This is upgrades to existing facilities that haven't been done for awhile – new playground equipment, things of that nature. It's not like nobody goes and cuts the grass or picks up the trash. That's done on a regular basis.

Alderman Teeboom

That's not what I just heard. The story I just heard from Alderman Flynn was some of the parks were in disrepair.

Alderman Flynn

They are nearly abandoned. If you have nothing appropriate for toddlers, two small swings, and mothers have to carry their blankets to sit on, we're not getting any good utilization out of those parks. Frankly, Bulova Park gets mowed to my knowledge every week. I've been there several times. It's always very well manicured, but it is not getting used.

Chair Deane

The problem is it doesn't fit the needs of the people that live within that part of community with smaller kids and being within today's standards of the products that are there for the community at large to use. That's where the upgrading comes in to play. I believe that's what Ald. Flynn was basically referring to.

Alderman Teeboom

It sounded to me like he used the word "abandoned." To me that means it is not maintained.

Chair Deane

It all boils down to if it doesn't suit the needs of the neighborhood then obviously it is not going to be used. If there's small children in the neighborhood and there's not small items for them to be attentive on then they are not going to go there.

Alderman Teeboom

Is that what this money is to go towards – to bring the parks up-to-date for small kids?

Alderman Flynn

If you read the resolution, the money is going into an expendable trust fund for the purpose of park rehab for these 11 parks. Whatever the decisions are on how to specifically use that money will be under the guidance of the board of public works. I'm sure they will question recommendations that are put forward to them by the superintendent of parks.

Alderman Teeboom

I think you need more money. If that's a true need - \$985,000 – if we're not budgeting for it in the budget...

Chair Deane

There's your answer. Resolution R-07-213, the escrow resolution. If you want to move money around and transfer for it into this, you can do that.

Alderman Teeboom

The parks are extremely important in this city. In fact, it probably cost Mayor Davidson his re-election.

Alderman Flynn

When I put this resolution first to the legal department, I thought there was \$150,000 available. There's been a lot of other urgent needs that scaled down this particular resolution. Of course the board would always be able to find other funding if that was the general consensus. I'm trying to find ten votes to establish the fund and give at least the park department something to begin, recognizing that we have some earnest commitment towards these parks and that we are going to look for other funding venues to continue to move forward. I would hope that this just wouldn't be one burst of interest.

Chair Deane

I know you want to move forward with this. Would it make more sense to hold it until we address R-07-213 on Monday evening? That way if there are some motions to move money out of requested areas into here, we could amend your resolution to increase the total dollar amount.

Alderman Flynn

If that is the pleasure of this board. Anybody who thinks that would be a consideration Monday night, I would appreciate that also.

**MOTION BY ALDERMAN WILLIAMS TO TABLE**

Alderman Richardson

I didn't want to do a motion to hold right yet.

**MOTION WITHDRAWN**

Alderman Richardson

There's a few items I want to clarify about the selection of the parks that are on the list. You wanted it to be non-political. How were these parks identified? This is not a comprehensive listing of parks.

Alderman Flynn

Since we're probably not going to act on this tonight, I can give you a copy of the exchanges of e-mails that I have had from Supt. Caggiano and his comments about what the city was doing with its parks up until three or four years ago. These were essentially the parks that never made the radar – just were not addressed before the city cut back on appropriations for park rehab. This is not prioritized to my knowledge.

Alderman Richardson

You have Item No. 2 on your list, Shattuck Street, \$30,000 for rehabilitation of that park. That \$30,000 is there at CDBG. It's bare bones rehabilitation. It's basically getting the grounds in shape, and there would be one piece of playground equipment. It's really bare bones. I don't see that listed on the resolution itself.

Alderman Flynn

When I spoke with Supt. Caggiano, he gave me this list. When I talked to him, he thought he had the funding he needed for the top three parks. If you wanted to talk a little bit more with him and wanted to amend this legislation to be sure that Shattuck Street was on the radar screen, I'm not opposed to that at all. I'm opposed to doing nothing. I'm not opinionated on necessarily what's on the list. Perhaps I didn't ask him enough reasonable questions about which parks to exclude from this list. The more dialogue with him might change what we decide to put on this list.

Alderman Richardson

Deviating from that a little bit, there's another park – the Salem Street Tot Lot. It has been rehabilitated in the recent past. But it takes a lot of abuse. When you said "maintain" that means remove the graffiti and fix the broken things, which gets broken on a regular basis. That doesn't even show up on the list. It's something that needs to be funded also. I guess that gets funded out of maintenance.

Alderman Flynn

That wasn't the intention of this expendable trust fund. I wasn't trying to come up with individual ward's concerns. I got the list solely from Supt. Caggiano based on precisely as I could word it tonight – what my inquiries were to him as to what parks did not get attention in the last round of city renovations, city commitments to upgrading parks. That's how this list was generated. If we want to do something different than that, it gets a little bit more political – who has their issues in their ward. Certainly it will take a lot more funding. I think that's something we all need to talk about, but I was trying to keep out of anything but his recommendation.

Alderman Richardson

When it comes to the Salem Street Tot Lot, it takes a lot of abuse. It's sort of between and upgrade and maintenance. The Shattuck Street Tot Lot is a real bare bones, barely complete upgrade that was done. I would suggest that it needs to be on the list.

Alderman Flynn

I would suggest that you're going to have a harder time getting ten votes the more we come up amendments to this. I'm not sure this is an easy ten votes, myself.

Alderman Cookson

Are expendable trust funds set up in such a way that they can accept contributions from the outside, not necessarily appropriations from the board, but friends of the parks could make a donation to an expendable trust fund?

Carol Anderson

You can make a denotation, but – and I might stand corrected on this – you may end up having to set up a separate one to accept contributions. I think one of the pieces of legislation – the next one – is a separate one that will accept contributions. But, yes, we could do that.

Alderman Williams

I've had very similar discussions, not through e-mail but in person, with Supt. Caggiano especially on Item No. 11, St. Andrew's Park. He told me just about everything he's told Ald. Flynn. He has a list of parks and the funding on this line item went to zero a few years ago. This is very similar to what we had discussed. For St. Andrew's, in particular, that \$25,000 will get rid of exactly what was described about slides. There's a slide that's 10 – 12 feet high that's about 30 years old. There's a metal swing set with two swings that are probably three feet off the ground. Then there's a decrepit basketball court that needs to be resurfaced. In that particular case, I don't think it is going to necessarily make it more age appropriate, but it will certainly make more equipment that kids could use – a more range of people. I like it just the way it is. I'd like to hold it and see if we can add to it when we do the escrows next Monday.

Alderman Flynn

I will make sure you get delivered in your Friday packets the series of e-mails between Supt. Caggiano and myself. I think I presented myself clearly tonight. But you'll have it word for word as to what his considerations were and how he selected this list. I was very pleased that when I talked with him about this project, that he agreed that we would put in this expendable trust fund. The funds would only be used for materials and services but not for city labor. There would be no payroll that would be involved this. His department would furnish the resources. This money would only be used for upgrading the equipment. Only actual materials and services – not city labor.

**MOTION BY ALDERMAN WILLIAMS TO TABLE  
MOTION CARRIED**

**R-07-231**

Endorser: Alderman-at-Large David W. Deane  
Alderman-at-Large James R. Tollner  
Alderman-at-Large David Rootovich

**ESTABLISHING AN EXPENDABLE TRUST FUND FOR ACCEPTING CONTRIBUTIONS FROM DEVELOPERS FOR TRANSPORTATION IMPROVEMENTS TO LAKE STREET**

**MOTION BY ALDERMAN DEANE TO RECOMMEND FINAL PASSAGE\_\_**

ON THE QUESTION

Alderman Teeboom

Is any money going to be put in here?

Chair Deane

About \$3,600.

Alderman Teeboom

Who donated that?

Chair Deane

It was from some project on Lake Street.

Alderman Tollner

I think it was a condo project, wasn't it?

Chair Deane

I'm not sure.

**MOTION CARRIED**

**R-07-236**

Endorser: Alderman-At-Large Steven A. Bolton

**APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF EDUCATION AND THE NASHUA TEACHERS' UNION LOCAL #1044, AFT, AFL-CIO, FROM SEPTEMBER 1, 2006 THROUGH AUGUST 31, 2010**

**MOTION BY ALDERMAN COOKSON TO TABLE**

ON THE QUESTION

Chair Deane

This item will be discussed Monday evening.

**MOTION CARRIED**

NEW BUSINESS – ORDINANCES – None

TABLED IN COMMITTEE

Resolutions

**R-06-91**

Endorser: Mayor Bernard A. Streeter

**AMENDING MERIT EMPLOYEE HEALTH INSURANCE BENEFITS**

Chair Deane stated that the police supervisors contract would go before the full Board on rejection of one cost item. Once that resolution has been voted on by the board and goes through the process with the Mayor, then the amendments to the merit employee health insurance will be coincided with the percentages of increase in employee contributions to the health care.

**R-07-177**

Endorser: Alderman-at-Large David W. Deane  
Alderman-at-Large David Rootovich

**RELATIVE TO THE TRANSFER OF \$554,016.10 FROM ACCOUNT 981-5368  
“SCHOOL CAPITAL RESERVE” INTO ACCOUNT 681-41 “SCHOOL SECURITY  
SYSTEMS UPGRADE”**

**R-07-207**

Endorser: Mayor Bernard A. Streeter

**RELATIVE TO THE TRANSFER OF \$80,250 FROM EXPENDABLE TRUST FUND  
ACCOUNT 981-5326 “PORTABLE CLASSROOMS” INTO ACCOUNT 681-34 “CAPITAL  
IMPROVEMENT – SCHOOL PORTABLE CLASSROOMS”**

Carol Anderson stated she was not sure why R-07-207 was being held. It is the amount they need for this past year.

Alderman Richardson replied that he had requested the difference in the unit costs.

Carol Anderson believed there was some vandalism and there was some insurance reimbursement. Mrs. Anderson stated she would speak with Mr. Mealey and have that information for Monday night.

**R-07-213**

Endorser: Mayor Bernard A. Streeter

**RELATIVE TO THE RE-APPROPRIATION OF FISCAL YEAR 2008 ESCROWS**

Chair Deane stated R-07-213 would be remained tabled until Monday.

GENERAL DISCUSSION

Alderman Cookson stated that both R-07-229 and R-07-231 made comment to favorable recommendations issued by the board of public works from the July 16<sup>th</sup> meeting. It would have been helpful to have those meeting minutes available. Unfortunately, their meetings are not on line and it has been beyond the 144 hours that the RSA requires. Alderman Cookson asked Chair Deane if he could convey to the board of public works a more timely posting of their minutes.

Chair Deane replied that he had talked to Director Seymour about that in the past. That function was transferred from one person to another. The pervious person was very punctual about it. Chair Deane was at the July 16<sup>th</sup> meeting. There wasn't much discussion on either one of the pieces of legislation. He will send Director Seymour an e-mail and ask if they can get a timely posting of the meeting minutes.

Alderman Richardson stated that the minutes of previous meetings certainly leave something to be desired.

Alderman Teeboom stated that Alderman Tollner came in with some information during the full Board meeting regarding the secretaries' contract. The committee had never seen that information before. It contained charts and spreadsheets. The charts were improper; it had no labels on the chart so you didn't know what it represented. There was language that no one had ever heard of. It has since been corrected. It was prepared by the school department. In Alderman Teeboom's opinion, it was not represented properly. Alderman Tollner was not prepared himself; he had a difficult time understanding it because it was annotated properly. Alderman Bolton responded to it about the end points being the same. It had nothing to do with end points. It was points of successor years. Alderman Teeboom thought the whole discussion turned into confusion. He met with Mr. Hottel and Mr. Mealey. They came to conclude that if the school district prepares information about a contract, they ought to try to get it to the members of the budget committee or all of the aldermen before the meeting. They said they couldn't just forward information to President Rootovich or Chairman Deane. They have to first clear it thurgh the Board of Education. This is a problem Alderman Teeboom would like to see addressed. The information should also be provided to CFO Anderson.

Alderman Richardson asked if that data was prepared at someone's request?

Alderman Teeboom asked them that question. They were trying to represent the data better to the board.

Alderman Richardson stated that President Rootovich wanted a process approved by the full Board where all communications had to go through the presidents of the respective boards. He did not believe that was approved and the Board of Aldermen is not operating under that. He asked if the Board of Education operating under that process.

Alderman Teeboom said the Board of Education also did not see this data. There was no opportunity. It was last minute.

Alderman Williams stated that he would not subscribe to sending something to the president first because Alderman Teeboom never has. Alderman Teeboom has brought in a gazillion charts at the last minute all the time. No one receives them ahead of time. He said Alderman Teeboom was the number one pot calling the kettle black here.

Alderman Tollner agreed with Alderman Williams. He also agreed with Alderman Teeboom's point that they should try to avoid the last minute. He was very comfortable with the slides and the graph was Mr. Mealey forwarded to him. Alderman Tollner believes the reason why Mr. Mealey got a hold of him was because he tried to call a few aldermen and couldn't get a hold of them. Alderman Tollner stated he was not speaking on Mr. Mealey's behalf. As soon as he received the information, Alderman Tollner called the legislative office and asked that they print them out so everyone could have them. He believed everyone would agree that there's a lot of information that comes in last minute. For the record, Alderman Tollner stated he did not request the data. There was no alternative motive. He just happened to be able to answer his cell phone when Mr. Mealey called. Mr. Mealey asked for Alderman Tollner's assistance, and he was more than happy to help him.

Chair Deane asked Mrs. Anderson to ask Mrs. Lemieux for an updated tax rate projection sheet.

Mrs. Anderson replied in the affirmative.

#### ADJOURNMENT

#### **MOTION BY ALDERMAN TEEBOOM TO ADJOURN MOTION CARRIED**

The meeting was declared closed at 9:27 p.m.

Alderman Daniel Richardson  
Committee Clerk

**DELTA DENTAL®****SUSPENSION OF RULES**

Northeast Delta Dental

This chart represents the level of coverage for services performed by dentists who participate in the Northeast Delta Dental network. You are free to visit *any* dentist, participating or non-participating. Visit our website at [www.ncdelta.com](http://www.ncdelta.com) for an updated list of participating dentists. Certain benefit limitations may apply. Please see the reverse side of this page for information about how to use your program.

**CITY OF NASHUA  
Nashua Police Relief Association  
Group Number: 439**

***YOUR DELTA DENTAL PROGRAM INCLUDES ALL OF THE FOLLOWING COVERAGES.***

*Please refer to the Dental Plan Description booklet for complete benefit information.*

Coverage A Diagnostic/Preventive	Coverage B Basic Restorative	Coverage C Major Restorative
<b>Deductible: \$0 There Is No Deductible On Your Program</b>		
Covered at 100%	Covered at 85%	Covered at 50%
<b>Diagnostic:</b> Evaluations - once in a 6-month period  X-rays (Complete series or panoramic film) once in a 3-year period  Bitewing x-rays once in a 12-month period  X-rays of individual teeth As necessary  <b>Preventive:</b> Cleanings once in a 6- month period  Fluoride once in a 12- month period to age 19  Space maintainers to age 16  Sealant application to permanent molars, once in a lifetime per tooth, for children to age 15	<b>Basic Restorative:</b> Amalgam fillings Composite fillings (anterior Teeth only)  <b>Oral Surgery:</b> Surgical and routine extractions  <b>Endodontics:</b> Root canal therapy  <b>Periodontics:</b> Periodontal cleaning (Maintenance procedures) <i>Only one cleaning is covered in a 6-month period; this can be routine (Coverage A) or Periodontal (Coverage B), but not both.</i>  Treatment of gum disease  <b>Denture Repair:</b> Repair of a removable denture to its original condition  <b>Emergency Palliative Treatment</b>	<b>Major Restorative:</b> Removable and fixed partial dentures (bridge); complete dentures  Rebase and reline (dentures)  Crowns  Onlays  Implants

**Contract Year Maximum: \$1,500 Per Person Per Contract Year, Beginning Each July**

Remaining Park Renovation Work  
6/14/2007

Park	Env Issues	Current \$	\$Needed	Comments
1 Cottage Ave	Yes	80,000	80,000	Funding through HUD and Lchip Grants
2 Shattuck Street	No	30,000	30,000	CDBG Funded in Design Stage
3 Boys Club Field	No	30,000	30,000	Property line issue with church being resolved
4 Erion Field	No	0	60,000	New Fence, Playground Equipment, BB Court, Parking, Signage
5 Rotary Pool	Possible		75,000	Pool Resurfacing Needed
6 Crown Hill Pool	No		100,000	Pool Resurfacing needed & pool house repairs
7 Labine	Yes		300,000	Rehab softball field, tennis courts, ice rink, fencing., signage
8 Artillery Lane	Yes	50,000	50,000	Grant has been applied for
9 Bulava	No		25,000	New Equipment & Benches
10 Greeley Playground	No		150,000	New Playground needed
11 St Andrews	No		25,000	New Equipment & Benches, BB Court rehab
12 Thorton Road	Yes		20,000	New Equipment
13 Navahoe	No		20,000	New Equipment
14 Mass Ave	No		20,000	New Equipment BB Court rehab Improve entrance