



**FINANCE, ORGANIZATION AND
PERSONNEL COMMITTEE
AGENDA**

Council Chambers A
January 14, 2016
6:30 PM

City of Keene
New Hampshire

Mitchell H. Greenwald
Carl B. Jacobs
Terry M. Clark
Thomas F. Powers
Jay V. Kahn

1. MEMORANDUM Police Chief – Highway Safety Grant

2. MEMORANDUM Police Captain – Request to Accept a Monetary
Donation

3. MEMORANDUM Mayor Lane – Request to Accept Donation –
Partner City Committee

4. MEMORANDUM Operations Manager and Public Works Director –
Sole Source Holland Company – Chemical
Supplier

5. MEMORANDUM Public Works Director – Inter-municipal
Agreement with Roxbury for Watershed Patrols

MORE TIME ITEMS:

- A. Relinquishment of easement to parking spaces on railroad property on behalf of
Monadnock Food Co-op

Possible Non-Public Session

Police Department
City of Keene, New Hampshire

Date: December 14, 2015
To: Finance, Organization and Personnel Committee
Through: Med Kopczynski, Acting City Manager
From: Brian Costa, Police Chief 
Subject: NH Highway Safety Agency Grant – DWI Patrols

Recommendation:

Move that the City Council recommend that the Acting City Manager be authorized to do all things necessary to accept \$11,518.20 in reimbursement funding from the New Hampshire Highway Safety Agency to fund DWI enforcement patrols in the City of Keene.

Background:

This program is a statewide initiative sponsored by the New Hampshire Highway Safety Agency on an annual basis. The purpose of the program is to reduce the number of persons driving while intoxicated.

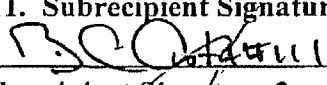
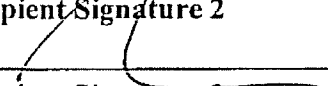
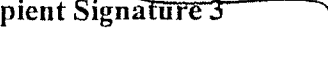
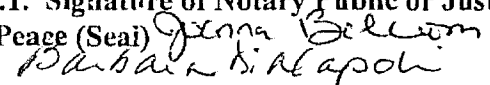
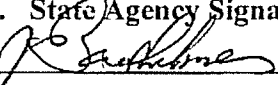
The program calls for the Keene Police Department to conduct thirty, one-officer DWI enforcement patrols in six-hour shifts on an overtime basis between 9:00pm and 3:00am, with a purpose to focus on detection and apprehension of impaired drivers; these patrols will be conducted on Thursdays, Fridays, Saturdays, and holidays when, statistically, drunk drivers are most prevalent.

The Highway Safety Agency will provide the department with \$11,518.20 to subsidize the patrols; funding for payroll deductions is included.

NEW HAMPSHIRE HIGHWAY SAFETY AGENCY GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Highway Safety Agency		1.2. State Agency Address 78 Regional Drive, Building 2 Concord, NH 03301-8530	
1.3. Subrecipient Name Keene Police Department		1.4. Subrecipient Address 400 Marlboro Street, Keene, NH 03431	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify)) Town City/Town Govt		1.4.2 DUNS 083406355	
1.5. Subrecipient Phone # 357-9813	1.6. Effective Date 10/01/15	1.7. Completion Date 09/30/16	1.8. Grant Limitation \$ 11,518.20
1.9. Grant Officer for State Agency LuAnn Speikers		1.10. State Agency Telephone Number 271-2197	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Brian Costa - Police Chief	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2 Medard Kopczynski - Acting City Manager	
Subrecipient Signature 3 		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <u>Cheshire</u> , on <u>11/25/15</u> , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		1.13.2 Name & Title of Notary Public or Justice of the Peace BARBARA DINAPOLI, Notary Public My Commission Expires July 28, 2015	
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) John Barthelme - Commissioner	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.6 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials
Page 2 of 3

Bodhi

Date

11-23-2015

11/23/2015

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

BeeHill

[Signature]
Date

11-23-2015

11-29-2015

Police Department
City of Keene, New Hampshire

Date: December 9, 2015

To: Finance, Organization, and Personnel Committee

Through: Medard Kopczynski , Acting City Manager
Brian Costa, Chief of Police *ECC #11.*

From: Steve Stewart, Police Captain *MS #106*

Subject: Request to accept a monetary donation

Recommendation:

That Keene Police Department accept a donation of \$35.98 from Deveda Prochilo, a resident of Orange, Florida.

Background:

In October of this year Ms. Prochilo was visiting Keene and reported her purse stolen to the Keene Police Department. In November it was recovered by the department and subsequently mailed back to Ms. Prochilo .

In a letter dated November 23, 2015, Ms. Prochilo thanked the department for its help and also included a check in the amount of \$35.98 as a donation to the Keene Police Department and to cover shipping charges.

City of Keene
New Hampshire

January 12, 2014

TO: Finance, Organization & Personnel Committee

FROM: Kendall W. Lane, Mayor

SUBJECT: Request to accept donation



Recommendation:

Move that the Finance, Organization & Personnel Committee recommend that the City Manager be authorized to do all things necessary to accept a donation in the amount of \$250.00 from Mary Louise Monahan for the Partner City Committee fund.

Background:

In October of this year, several members of the community had the exciting opportunity to travel to Keene's Partner City, Einbeck, Germany, to be part of a municipal exchange between the two cities. Participants in the exchange are responsible for their own airfare and transportation costs; however the cities try to arrange for lodging with families within their communities in order to get the full benefit of developing new relationships, and to gain deeper cultural understanding.

Those who traveled were; Mayor Kendall Lane, Former City Manager John MacLean, Public Works Director Kürt Blomquist and Mary Louise Monahan, two police officers; Officer Lesley Ainsworth and her husband Patrick, Officer Kevin Gena and Drs. Timothy and Kathy Fisher from Cheshire Medical Center. For seven days, from the moment the group arrived, Einbeck's corresponding officials had arranged a very busy itinerary. Drs. Timothy and Kathy Fisher toured the local hospital and met with hospital administrators where a lot was learned and shared about their processes. John and I met with the five Mayors from Einbeck's other partner cities. The entire group was invited to join in the festivities at the *Eulenfest Fest*. Additionally, there were tours of local businesses, public works, police and fire operations, luncheon and dinner gatherings with municipal officials, community members, business owners and family hosts, all the while finding plenty of time to sample the local beer made right in Einbeck!

Mary Monahan, as Kürt's guest stated how very grateful she was for the opportunity to join him for this exchange. She learned a great deal about the people, their culture and was very impressed by the warm and welcoming hospitality provided by Einbeck's officials and its citizens. The donation she has offered is intended to go toward costs associated with the next group exchange to take place in Keene.

CITY OF KEENE
NEW HAMPSHIRE

WASTEWATER TREATMENT

DATE: December 28, 2015

TO: Finance, Organization, and Personnel Committee

THROUGH: Medard Kopczynski, Acting City Manager

FROM: Aaron Costa, Operations Manager 
Kurt Blomquist, Public Works Director 

SUBJECT: Sole source Holland Company as chemical supplier for Epic-525.

Recommendation:

Move that the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to do all things necessary to negotiate and execute a two year contract with the Holland Company for Epic-525 at a cost not to exceed \$1.62 per gallon for calendar 2016 and \$1.75 per gallon for calendar year 2017.

Background:

Since 2004, the City's Wastewater Treatment Plant (WWTP) has utilized poly aluminum chloride (Epic-58) to enhance copper and phosphorus removal. As its discharge permit has gotten more stringent the WWTP has increased its use of Epic-58 to comply with federal regulations.

Each calendar year the City solicits bids for furnishing and delivering chemicals and signs a yearlong contract with the lowest responsible bidder and the Holland Company has always been the lowest bidder for Epic-58.

Over the past 3 years the WWTP has used approximately 107,000 gallons of Epic-58 per year at a cost of approximately \$2.26 per gallon. In April 2015, the cost of the Epic-58 was reduced to \$2.00 per gallon because new storage tanks installed during the WWTP upgrade allow bulk chemical deliveries.

In October 2015, the City was contacted by the Holland Company to field test a new product (Epic-525) in the poly aluminum chloride family. The new product is similar to the Epic-58 but is more concentrated and Holland expected the overall usage would be less. Holland Company proposed a price of \$1.62 per gallon for the trial.

Since October, the WWTP has slowly decreased the chemical feed rate and overall has reduced its chemical consumption by 25% using the new Epic 525 product. During the trial phase the WWTP remained in compliance with federal regulations and there have been no adverse effects on the treatment or solids dewatering processes.

The City's current contract with the Holland Company expires on December 31, 2015 and Holland has proposed a price for the more concentrated Epic- 525 that is lower than the current price for Epic-58. Holland has offered the Epic-525 to the City at a cost of \$1.62 per gallon for calendar year 2016 and a cost not to exceed \$1.75 per gallon for calendar year 2017.

Section 2-1336 of the City code allows the City Council to waive purchasing requirements when there is a single source of supply. Holland Company is the only supplier of Epic-525 and because its cost and usage are lower than the more available Epic-58, a sole source contract with the Holland Company benefits the City's rate payers by allowing a reduction in the FY17 and FY18 chemical budgets.

Funds for this purchase are available in the WWTP operating budget's chemical account. It is recommended that the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to do all things necessary to negotiate and execute a two year contract with the Holland Company for Epic-525 at a cost not to exceed \$1.62 per gallon for calendar 2016 and \$1.75 per gallon for calendar year 2017.

CITY OF KEENE
NEW HAMPSHIRE

DATE: January 11, 2016

TO: Finance, Organization, and Personnel Committee

THROUGH: Medard Kopczynski, City Manager
Kurt Blomquist, Public Works Director 

FROM: Donna Hanscom, Assistant Public Works Director 

SUBJECT: Intermunicipal Agreement with Roxbury, NH for Watershed Patrols

Recommendation:

The Finance, Organization, and Personnel Committee recommends the City Council authorize the City Manager to do all things necessary to negotiate and execute an Intermunicipal Agreement with the Town of Roxbury, NH for the purpose of providing security patrols on City-owned land in Roxbury.

Background:

The City of Keene owns more than 2,300 acres of land in Roxbury that was purchased to create and protect the City's Babbidge and Woodward water supplies. Because of its status as watershed land for a public drinking water supply, the land is protected by NH RSA 485 and NH Administrative Rule Env-Dw 902.18. Additionally, section 58 of the City Code contains prohibitions on all City-owned land.

In recent years staff has seen evidence of vehicular, pedestrian, and horseback trespassers. Most troublesome is the evidence of vehicles driving down the dam faces and into the water supplies. To clarify that the property is restricted, staff has been renewing the "No Trespassing" signs along the access points and has a project to re-mark the boundary points of the City land.

However, the land is unfenced and is crisscrossed by several class VI roads that provide access points for on and off road vehicles. In cooperation with the Town of Roxbury, the City has erected five gates in an effort to discourage large vehicle traffic. The gates are opened during hunting season to allow seasonal passage, but are generally closed. Vandalism of the gates and game cameras set up by the City to track and discourage trespassers indicate that unauthorized access continues to occur.

Until a few years ago, the Town of Roxbury received grant funds from the NH Fish and Game that it used to conduct special patrols through the watershed area primarily to show a law enforcement presence and to educate anyone they discovered camping, hunting, or otherwise

violating the State or local regulations. Roxbury Police organized the work as overtime for its employees and primarily worked weekends when the recreation traffic was likely to be highest. It appears that since the patrols have stopped, activity in the watershed has increased.

The Roxbury Selectmen and Police Chief indicated that they are supportive of resuming the patrols and are willing to enter into an Agreement with the City defining the terms of the work. The Agreement would run until it is terminated by either party.

Generally, the Agreement will specify an hourly rate for the patrol, maximum number of hours per month, and a reporting mechanism. Because the current operating budget does not include funding for this work, FY16 will be funded out of surplus budget from various accounts line across all cost centers in the Water Fund. Beginning with FY17, specific requests will be made through the normal operating budget cycle.

It is recommended the Finance, Organization, and Personnel committee recommends that City Council authorize the City Manager do all things necessary to negotiate and execute an Intermunicipal Agreement with the Town of Roxbury for the purpose of security patrols through City-owned land in Roxbury.