

Good evening.

I would like to comment on both ordinances tonight.

First I applaud you for moving the Ordinance To Protect Children through the committee and to hearing. As you are aware I introduced this ordinance as a member of the Police Commission, so it is gratifying to see this additional tool for the patrol Officers approaching reality..

I would also like to comment on the ordinance changing the language in the FHA ordinance as it concerns leases. I understand that you have worked very hard to resolve the issue labeled "negative Leases" while at the same time allowing flexibility to the FFHA in negotiating leases.

As you know this is a serious issue. The FFHA and BOS selectman have to date committed to spending over \$10 million dollars in expenditures required by leases they have signed. Thus the amended ordinance being presented tonight.

It is for this reason that I have some concerns about the language in this proposed Ordinance.

The utilization of the Charter section 6-30 seems an appropriate way to add some oversight to these leases.

I would like however to ask the LC to tighten up some of the wording to make it clear what is required and what is being incorporated into the ordinance.

First, unless I am mistaken, this ordinance will allow for a negative lease to be negotiated and signed, contrary to what may have been published in the press.

Second it is not clear in terms of definitions. Permit me to give some examples.

1. One current lease credited, by a reduction in lease payments, the lessee with \$600,000 to take down a building. Would a reduction in rent to do work on improvements by the lessee be covered under required expenditure by the town? Are these expenses covered by the towns purchasing procedures?

2. One lease includes the requirement that the town purchase for a period of 40 years, 1400 hours of court time? Is this included in the definition of required expenses? Is the total commitment used for 6-30, or only the current years unbudgeted costs? Are these expenses covered by the towns purchasing procedures?
3. Are the dollar amounts cumulative for the purpose of section 6-30 for each lease and subsequent amendments? If costs exceed estimates does that fall under 6-30 on a cumulative basis?
4. What is included in expenses? Will work required, but performed by Town departments, be included in the calculations for 6-30?
5. Will grants given to the town when expended be included in the calculation for 6-30?
6. Will work required but not included in the lease be included in this process?
7. Who will be held accountable for the accuracy of the "expenditure" amount?

As you can see carefully crafted Ordinances can also leave a great deal to future interpretation. I would ask that you send this Ordinance back to committee to be more fully defined. I do think you are on the right track and thank you for all the work you have done on this to date.