

CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, August 13, 2008**
Meeting Time: **7:00pm**

1. MOMENT OF SILENCE

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PROCLAMATIONS – AWARDS

5. APPROVAL OF AGENDA

6. CITIZEN'S FORUM

Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.

7. PUBLIC HEARINGS

A. RESOLUTIONS

1. RESOLUTION RE: REPROGRAMMING OF CIP APPROPRIATION FROM HORNE STREET SCHOOL PROJECT TO HIGH SCHOOL ROOF REPLACEMENT PROJECT
SPONSORED BY MAYOR MYERS BY REQUEST

2. RESOLUTION RE: CREATION OF ENERGY ADVISORY COMMITTEE
SPONSORED BY MAYOR MYERS BY REQUEST

B. ORDINANCES

1. ORDINANCE RE: CHAPTER 166 VEHICLES AND TRAFFIC
SPONSORED BY MAYOR MYERS BY REQUEST

2. ORDINANCE RE: CHAPTER 166 VEHICLES AND TRAFFIC PARKING
SPONSORED BY COUNCILOR TREFETHEN

3. ORDINANCE RE: ORDINANCE REZONING K-6 FROM ETP TO R-40
SPONSORED BY COUNCILOR TREFETHEN AND COUNCILOR SCOTT

4. ORDINANCE RE; RESTRICTING RESIDENTIAL USES IN THE B-3, O AND UMUD DISTRICTS
SPONSORED BY COUNCILOR TREFETHEN

8. CITY MANAGER'S REPORT

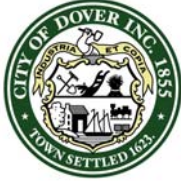
9. MINUTES

A. MINUTES FROM – JULY 16, 2008

B. MINUTES FROM – JULY 23, 2008

10. MAYOR'S REPORT

11. UNFINISHED BUSINESS



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A. ORDINANCES IN THE 2ND READING

1. **ORDINANCE RE: CHAPTER 166 VEHICLES AND TRAFFIC**
SPONSORED BY MAYOR MYERS BY REQUEST
2. **ORDINANCE RE: CHAPTER 166 VEHICLES AND TRAFFIC PARKING**
SPONSORED BY COUNCILOR TREFETHEN
3. **ORDINANCE RE: ORDINANCE REZONING K-6 FROM ETP TO R-40**
SPONSORED BY COUNCILOR TREFETHEN AND COUNCILOR SCOTT
4. **ORDINANCE RE: RESTRICTING RESIDENTIAL USES IN THE B-3, O, AND UMUD DISTRICTS**
SPONSORED BY COUNCILOR TREFETHEN

B. ORDINANCES IN THE 3RD READING

1. **ORDINANCE RE: DOVER ENERGY ADVISORY COMMITTEE (TO BE REMOVED FROM TABLE)**
SPONSORED BY MAYOR MYERS BY REQUEST

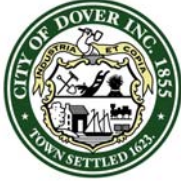
C. RESOLUTIONS

1. **RESOLUTION RE: REPROGRAMMING OF CIP APPROPRIATION FROM HORNE STREET SCHOOL PROJECT TO HIGH SCHOOL ROOF REPLACEMENT PROJECT**
SPONSORED BY MAYOR MYERS BY REQUEST
2. **RESOLUTION RE: CREATION OF ENERGY ADVISORY COMMITTEE**
SPONSORED BY MAYOR MYERS BY REQUEST

12. NEW BUSINESS

A. CONSENT CALENDAR

1. RAFFLE - GREATER DOVER CHAMBER OF COMMERCE
2. BLOCK PARTY - HANCOCK PARK NEIGHBORHOOD
3. **RESOLUTION RE: CLOSING A PORTION OF CENTRAL AVENUE FOR APPLE HARVEST DAY**
SPONSORED BY MAYOR MYERS BY REQUEST
4. **RESOLUTION RE: SETTING VOTING HOURS FOR STATE PRIMARY ELECTION**
SPONSORED BY MAYOR MYERS BY REQUEST
5. **RESOLUTION RE: SETTING VOTING HOURS FOR PRESIDENTIAL ELECTION**
SPONSORED BY MAYOR MYERS BY REQUEST
6. **RESOLUTION RE: LEASE AGREEMENT BARADOES POND**
SPONSORED BY MAYOR MYERS BY REQUEST
7. **RESOLUTION RE: #2 HEATING FUEL B09003-REBID**
SPONSORED BY MAYOR MYERS BY REQUEST



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8. RESOLUTION RE: DIESEL FUEL B09004-REBID

SPONSORED BY MAYOR MYERS BY REQUEST

9. RESOLUTION RE: MUNICIPAL LABOR AND EMPLOYMENT LEGAL SERVICES B0810

SPONSORED BY MAYOR MYERS BY REQUEST

10. RESOLUTION RE: ATLANTIC AVENUE WATER MAIN REPLACEMENT B09002

SPONSORED BY MAYOR MYERS BY REQUEST

11. RESOLUTION RE: HOUSEHOLD HAZARDOUS WASTE B08107

SPONSORED BY MAYOR MYERS BY REQUEST

12. RESOLUTION RE: LIQUID PROPANE B09007

SPONSORED BY MAYOR MYERS BY REQUEST

13. RESOLUTION RE: ACCEPTANCE OF TAYLOR ROAD AND GINA WAY

SPONSORED BY MAYOR MYERS BY REQUEST

COMMITTEE REPORTS

- | | |
|--|--|
| 1. Appointments Committee | 8. City / School Joint Service Committee |
| 2. Arena Committee | 9. Solid Waste Advisory Committee |
| 3. Arts Commission | 10. Transportation Advisory Committee |
| 4. McConnell Center Committee | 11. Joint Building Committee |
| 5. Planning Board – Councilor D. Trefethen | 12. Recreation Advisory Board |
| 6. Cable Franchise Negotiations Committee | 13. COAST Bus |
| 7. School Board Liaison | |

B. RESOLUTIONS

1. RESOLUTION RE: RELEASE OF NON-PUBLIC SESSION MINUTES

SPONSORED BY MAYOR MYERS BY REQUEST

2. RESOLUTION RE: DESIGN AND FURNITURE FOR CITY HALL IMPROVEMENTS - B08105

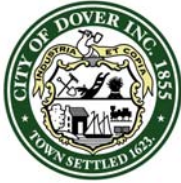
SPONSORED BY MAYOR MYERS BY REQUEST

3. RESOLUTION RE: RENAMING OF LONG HILL ROAD EXTENSION TO SANDY LANE TO BE REFERRED TO PUBLIC HEARING ON SEPTEMBER 10, 2008)

SPONSORED BY COUNCILOR WESTON

4. RESOLUTION RE: RENAMING OF VARNEY ROAD EXTENSION TO LAURA LANE (TO BE REFERRED TO PUBLIC HEARING ON SEPTEMBER 10, 2008)

SPONSORED BY COUNCILOR WESTON



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C. ORDINANCES IN 1ST READING

- 1. ORDINANCE RE: CHAPTER 166-53 SCHEDULE F VEHICLES AND TRAFFIC (TO BE REFERRED TO PUBLIC HEARING ON SEPTEMBER 10, 2008)**
SPONSORED BY COUNCILOR WESTON

- 2. ORDINANCE RE: HENRY LAW AVENUE ONE WAY (TO BE REFERRED TO PUBLIC HEARING ON SEPTEMBER 10, 2008)**
SPONSORED BY COUNCILOR WESTON

D. COUNCIL CORRESPONDENCE

13. COUNCIL MATTERS OF INTEREST

14. ADJOURN

City Manager's Report

August 13, 2008



Submitted by:

J. Michael Joyal, Jr.
City Manager

288 Central Avenue
Dover NH 03820
603.516.6023

STREETS, WATER, SEWER UPDATES

Utilities: There was a leak on Boyle Street. After crews repaired the leak and turned the water main back on a resident was concerned of having very little water. It was determined that 400 feet of main was plugged. Crews will be using a rodding machine to punch a hole in the main. Crews finished a tie in on Longhill Road and the water main loop is completed. Water services on Broadway are being worked on. Pure flow replaced the media at the French Cross Water Treatment Plant. Crews installed a wasting valve at the Griffin well and wiring chemical scales at the wells.

Crews have been cleaning sewers in the Broadway area. After a complaint of odor on Tuttle Lane, the sewer was cleaned and chlorine was added at the Brickyard Station to pump into the force main. A cross connection was found on # 38 Maple St and Robbins Auto building. 38 Maple was tied into the sewer by the utilities crew and plumbing changes are needed inside. The Robbin's building will need more investigation. There was a bypass at the River Street Pump Station due to heavy rain. The camera equipment is down and the parts are on order. A flow recording was done on Rutland Street.

Other Items

Crews repaired the wall at the McConnell Center and assisted in water cleanup after flooding. The I&I plans for Bellamy Road were reviewed. Interviews were conducted for the Utility Laborer's position. All stations and wells were mowed. We had major lightning hits at the wells and stations on two occurrences so far. There was damage to Garrison hill SCADA components and four variable frequency drives.

Streets: The Whittier Street Bridge was repaired and an underdrain was installed on Newport Road. Shoulders were graveled on Industrial Park Drive and outer Sixth Street. Catch basins were repaired on Oak Street, Portland Avenue & Fieldstone Drive. A sinkhole was repaired in front of 21 Bellamy Road. Crews continued sweeping the downtown area. 3 Catch basin/manholes were repaired on Cocheco Street as well as 1 catch basin on Silver Street. Prep work was completed near #18 Horne Street - sidewalks were removed and re-graded for better flow of surface water.

PROGRAMS AT CITY CENTERS/BUREAUS

Police Special Investigations Bureau: During the month of June 2008, there were a total of seven letters generated by the Dover Police Special Investigations Unit that were sent to licensed liquor establishments in Dover. The letters were a result of analysis of police reports involving overly intoxicated persons. When it was determined where an overly intoxicated person had been served, a letter is sent from the Police Department to the establishment. The letter, along with the police report, is also sent to the NH Liquor Commission's Bureau of Enforcement.

On July 17, 2008, Detective Burt of the Dover Police Special Investigations Unit made a presentation to children and adults at the Dover Public Library. The presentation included information about crime scene processing as well as an exercise where they could see their own fingerprints and a tour of the crime scene van. There were approximately 10 adults and 20 children in attendance.

Field Operations Division: During the month of July Captain Raiche, Commander of the Field Operation Division, continued to attend meetings in Concord as part of a statewide collaboration set up to design and implement a new vehicular crash reporting system. The system will utilize software designed by UNH members aimed at standardizing an online reporting system for use by all reporting agencies. The system, the Crash Reporting Management System (CRMS) should begin its initial online application on September 1st, 2008.

The following NH Highway Safety Grant Patrols were conducted:

7 Pedestrian/Crosswalk details-4 hours each:

86 warnings and 6 summonses for pedestrian related violations
10 warnings and 1 summons for other m/v violations
1 arrest

10 Speed Patrol details-4 hours each:

73 warnings and 13 summonses for speed violations
1 warning and 7 summonses for other m/v violations
1 arrest

11 Red Light/Stop Sign Patrol details-4 hours each:

70 warnings and 23 summonses for either red light or stop sign violations
13 warnings and 2 summonses for other m/v violations
1 arrest

2 DWI Hunter Patrols-6 hours each:

25 warnings and 3 summonses for various m/v violations
1 arrest for OAS

Community Service Program: To date in 2008, 345.25 hours of community service have been completed by a total of 45 individuals. This year 18 participants have completed their court ordered obligations.

Most of the community service work in July was done in the Teen Center, as the members assisted with painting at that location.

Diversion Program: The last Diversion Committee meeting was on July 24, 2008. The meeting consisted of 1 review, which yielded in the release of that participant. Year to date in 2008 we have had a total of six youth participate in the Dover Diversion Program

As of this report there remains one active member in the Dover Diversion Program, who has a review/release meeting scheduled for August 21, 2008. That does not include the one case which was referred back to the DPD Juvenile Service Detective during the June meeting.

At the time of this report, there were no new referrals set to be reviewed at the next Diversion Committee, which will be on Thursday, August 21, 2008.

Teen Center: The Teen Center calendar for July 2008 consisted of the first month of the annual summer program. This year's program is a merge with Dover Recreation.

For the month of July 2008, the Teen Center saw a total of 216 participants, on 19 days of programming, which yielded an average of just over 11 participants per day. These numbers do not include the Dover Palooza shows held on Thursday, July 17th (60 in attendance) and Thursday, July 31st (90 in attendance).

Some program highlights for the month of June 2008 included, but were not limited to the following:

Summer Trip – "York – Short Sands Beach" (7/11)
Summer Trip – Ellacoya State Park (7/16)
Summer Trip – Wallis Sands Beach (7/18)
Movie @ Strand Theater - "The Black Knight" (7/21)
Summer Trip – Portland, ME "Sea Dogs Game & Joker's Arcade" (7/24)
Summer Trip – FUN SPOT Arcade (7/30)
"DoverPalooza" Live Band Shows (7/17 & 7/31)

Recreation: The Playgrounds Program is ongoing with daily trips to the Jenny Thompson Pool and weekly field trips to state parks. Tennis camps and programs are ongoing. The SNAG program for children ages 5-7 began at the First Tee of New Hampshire and will continue for three consecutive Thursdays.

Camp Sun 'n Fun for ages 6-12 years old and is held at Bellamy Park continues through August 15th. Five weeks of camp are reflected in the numbers. Before and after camp care for campers is offered, along with an array of themes and activities.

Youth Music Theater for ages 9-12 years old was held July 7-18th teaching students scene acting, vocal work, dance and theater games. This program was sponsored by Dover Recreation and put on by Jeff Leaf, who is a music teacher in the Dover school system. The last class was well attended by parents and friends for their final presentation.

Program Attendance:

Playgrounds:	Total Registrations: 141 (FULL)
	Total Attendance for July – 1756 (no camp on 7/4, one rain day)
First Tee (SNAG):	8 participants (FULL)
Camp Sun n Fun:	146
Youth Music Theater:	14

Senior Center: The Dover Community Senior Center continues their recurring daily activities of Bingo, Beginner Bridge, Bridge, Canasta, Cribbage, Poker, Scat, Scrabble, Kitty Whist, Pay Me, and Whist and Kitty Whist.

The Senior Book Club met Tuesday, July 29th with the meeting well attended. The book club will meet again on August 26th in the Green Bean café due to the closing of the Senior Center that week for annual maintenance. The Visiting Nurse will resume September 25th.

Seniors continue to use all fitness areas at Dover Recreation. Senior fitness classes, including Yoga, are well attended Monday through Thursdays with most sessions full.

The Mystery Luncheons are now held the 2nd Tuesday, 1st Wednesday and the 3rd Saturday of the month. A mystery luncheon is held at one of the local restaurants with members car pooling and only the captain of each group knows where the luncheon will be. Each member must pay for their luncheon. Sometimes, mystery luncheons are held at the Senior Center as a potluck. A new captain is chosen each month. This program has grown considerably with many seniors participating.

The Senior Center had a trip to the Mohegan Sun Casino which was well attended. 'The Silver Strummers' ukulele group continues to meet on Wednesdays in the center.

Instead of the senior monthly social, a picnic was held July 18th. We had a wonderful turnout and very hot weather. Thank you to Doug DeDe for toiling over the hot grill.

Senior Monthly Social: 100
Senior Mystery Luncheons: 45

Indoor Pool: Swim lessons at the Indoor Pool have been very successful. Forty Five classes were offered and most spots filled well in advance. Besides swim lessons, the Indoor Pool has seen its usual number of Adult Lap swimmers and therapy swimmers on a daily basis.

Swim teams have continued to practice at both facilities during the month of July. Seacoast Swimming used both the Indoor and Jenny Thompson Pool while some of the other teams (Exeter Swim Team, The Oyster River Otters and Great Bay Masters) chose to swim just the long course at the Jenny Thompson Pool.

Seacoast Swim Association hosted two major swim meets at The Jenny Thompson Pool which ran very well despite the weather. The Age Group Qualifier from July 10th through the 13th saw a total of 599 swimmers from 26 different New England teams with roughly around 2500 spectators throughout the 3 ½ day meet. The New England 12 and Under Championships took place from July 17th through the 20th and saw 571 swimmers from 50 different New England teams. It was the first time the City and Seacoast Swim Association has hosted this caliber meet and besides the weather it was a huge success. Throughout the course of the meet an estimated 7000-8000 parents, friends and family members cheered their swimmers through their races.

There has been many swimmers attending the Jenny Thompson Pool between all of the Dover City groups (Playgrounds, Camp Kool, Sun n Fun) Somersworth Recreation, York Recreation, Farmington Recreation, Tri-Star, St. Mary's, John Powers School and The Portsmouth Naval Shipyard summer camp.

Adult Lap Swim (Indoor Pool): 90 swimmers daily
Rec Swim (JT Pool): 250 swimmers daily

Ice Arena: Programs for this month consist of Coed C League on Monday nights, Girl's Summer League on Tuesday night, and Arena Learn to Skate on Mondays which runs for 6 weeks and Introduction to Youth Hockey.

Camp Kool program continues weekly with activities, games, swimming and field trips.

Attendance for the Arena is as follows:

Arena Learn To Skate-Monday:	13
Birthday Parties	1
Coed C League:	65 players (5 teams)
Introduction to Youth Hockey	19
Stick Practice:	546
Girl's Summer League	25
Camp Kool	40 weekly participants

Library Programs:

Summer Reading Programs Registration totaled **576**:

- Children's program ("Get a Clue @ Your Library") 462
- Teens program (Game On @ Your Library") 114

Special programs attendance: **1,536**

- Judy Pancoast concert: 78
- CSI @ DPL: 25
- DPD Canine demo: 62
- Ronald McDonald: 38
- Monday Movie matinees: 49
- Craft Table: 1,296

DEPARTMENTAL COLLABORATION & ENHANCEMENTS

The City Clerk/Tax Collector is gearing up for the State of NH MAAP System for online motor vehicle registrations. One employee has gone to the mandatory training and two more will go during the upcoming month. She is currently working on space needs for the new MAAP equipment with the City's IT Division.

The Clerk's Office is working with the Director of IT on changing procedures for archiving meeting agendas to avoid duplication of work and increase timeliness for public access.

The Clerk's Office is currently working closely with the Animal Control Officer to begin the summonses portion of dog licensing.

A Community Service Boy Scout completed 40 hours volunteer work in the Public Library to earn a badge.

A new Children's Room volunteer begins at the Public Library one morning/week, helping with bibliographic checking.

The Finance Director provided input and assistance to Planning Director regarding office layouts and configurations for the Finance Department moving into space on second floor, Assessing moving into the Accounting Division's current space, and City Clerk/Tax Collection combining offices into current

Tax Collection and IT space. The conceptual office layouts have been reviewed with each division to ensure no items, such as file and storage space, have been overlooked. Purchasing is working with Planning Director to assist in completing a resolution for City Council to approve the purchase of office furniture. The Finance Director will maintain on-going contact with Planning Director for updates of proposed timelines for office moves.

The Recreation Director continues to work with the Planning Department and Finance Department on the procurement of a bus for use with the Senior Program and other recreation needs.

PARKING & TRAFFIC

The Planning Department is soliciting proposals for a pilot Pay and Display Program to be located on Henry Law Avenue between Washington and George Streets once the traffic flow change and angled parking spaces striping occurs. Staff has met with one vendor and will meet with two others this week for quotes and proposals. The pilot program idea has been presented to Central Towers residents, Transportation Advisory Commission members and residents and business owners located on Henry Law, George, Sonnet, Court and Hanson Streets.

Personnel of the Planning Department worked with COAST to review bus options for implementing the FastTrans public transit service. Selected the specific bus, and COAST is ordering 4 buses; 2 within the grant and 2 from outside, as well as a fifth vehicle to be shared by the Recreation Department and the FastTrans service.

This will allow for two hybrid check point routes. It is anticipated that we will receive the buses in the early fall and that the service shall begin by December 2008.

CITY GROUNDS – FACILITIES & PARKS

Facility and Grounds crews planted 6 maple trees at Hancock Park for the Recreation Department. Crews also hung the new sign for the Veterans Building on Back River Road.

McConnell Center common areas are mostly booked through December 2008 by groups that use the rooms all the time on a monthly basis. Random reservations continue to come in. Requests to use the pavilions, stages, and parks continue to come in weekly. An overwhelming amount of requests have been received to use the athletic fields by outside groups. Established sports teams under the Recreation umbrella have continued to revise their schedules.

The Woodman Park Tennis and Basketball courts were completed and were in use in July. The remaining work on parking and drainage is in the planning stages.

Crews worked on some renovations to existing ramps and repairs to the Skatepark as a whole preparing it for a busy summer of use.

GENERAL UPDATES:

The City Clerk/Tax Collector is preparing for the August 12, 2008 Special Election. Ballots have been received and counted and the memory card received. All public notices have been placed.

The Clerk has implemented procedures to track the turn around time that the Clerk's Office receives audio recording, draft minutes and approved minutes of all public meetings.

The Library Director is collaborating with Dover Adult Learning Center and other agencies on a new committee seeking to develop a Dover Oral History Project, interviewing and videotaping seniors about life in Dover since 1939.

The Public Library has agreed to work with the Woodman Institute on Lincoln's 200th birthday celebration in May 2009.

The Library Director has signed a formal agreement to accept a Gates Technology Grant, resulting in 5 new public computer replacements in '09 and '10. Friends of the Library will fund the match requirements in the grant.

The Library Director is working with a local carpet vendor to develop bid specifications for the Library Carpet/Tile project.

July 2008 circulation at the Public Library was up more than 10% over July 2007 and was 24% higher than June 2008. Circulation on Mondays in July averaged over 2,000 per day, more than double the daily average of 968.

The City Attorney conducted extensive interviews of outside legal counsel in response to a Request for Proposal for labor and employment law legal services. The interviews occurred over the course of two days.

The City Attorney provided all Chairs of all boards, commissions and committees with an overview of the amendments to RSA 91-A passed by the New Hampshire General Court and signed by the Governor.

The Finance Director met with the School Department to complete their year end close out and reconciliation. FY08 year end closing and audit preparation is ongoing for the City.

According to the Human Services Director, all food requests have been referred to the Community Action Program's pantry. There appears to be a significant reduction in both costs and number of vouchers issued. Further review is necessary to confirm the trend and impact of this program.

Service Link/State Outreach Program in the Human Services Office continues to work well. In particular emergency applications for fuel assistance through the state program will be monitored closely this winter.

The Human Services Director confirmed with CAP that \$10,000 in Federal McKinney Funding is again designated for the City of Dover to use for emergency needs.

The Facilities, Grounds & Cemetery Division completed the list for the opening of the Children's Museum. The Inspection Services Division was moved to the second floor of City Hall until November

1st, when it will move to the new fire department. Mowing the grounds throughout the City has kept the crews extremely busy.

The Recreation Director continued to work with the Waterfront Committee and representatives from the area interested in developing a recreation facility on the river. It is the hope to have a plan developed this year that integrates the elements of the park proposals and program needs.

The Human Resources Director participated in the second level interview process with Fire & Rescue for a Secretary I position. The HR Director also worked with Gary Bannon on the creation of a new position, with an accompanying position description, which will combine the positions of Recreation Program Supervisor and Arena Sales & Marketing Manager.

The Fire Department and building committee has been working hard to ensure the North End Fire Station continues to be on time and on budget. Weekly construction meetings continue to be held with all parties. The outside work on the station is rapping up and interior work is well under way. All aspects of the project are progressing well and budget numbers continue to be accurate. Staffing and response plans have been finalized; therefore the department is currently revising its Standard Operating Guidelines and response procedures to ensure quick and efficient response as soon as the station opens.

Fire Department personnel continue to meet with the selected fire truck vendor to ensure a quality piece of apparatus that will be delivered on time with in budget. The estimated delivery time is October 1, 2008.

The Fire Department consolidated the city's Inspection Services Division as of July 1, 2008. A complete transition will occur over the summer. Since July 1, the Fire Department support staff has been cross training which will pay dividends to the citizens in the future. The Inspections Services support staff is now operating in the front office on the second floor at City Hall in the same physical location as the City's non-fire based inspectors. This is a temporary placement until the North End Station opens, and all inspection staff and support staff are assembled in the same physical location in a space designed for that task.

Fire Department personnel attended a mandatory class at the State EOC in Concord on the computerized support system for incident management titled WEBEOC. This software program provided by the State may assist the City of Dover Fire & Rescue locally during major emergencies. Its capabilities are currently being evaluated as to its fit with this community's needs.

NEIGHBORHOOD AREA SPOTLIGHTS

Hancock Park renovation work is nearing completion with final landscaping being done this summer. Trees and shrubs were planted including some donated by neighbors. The park sign was installed and a small garden is planned for the front of the park.

Work on a plan for improvements continues to the Alden Woods Tot Lot with the neighbors input. There are several areas that are being looked at for improvements and additions. It is hoped that some of the work can be done by the end of the summer.

The Fourth of July Fireworks display was set off from a new location, Maglaras Park, in order to be viewed in the downtown area in conjunction with the opening night of the Cocheco Arts Festival. This

display location was also a test for potential future events and to determine the best viewing locations and other related issues such as traffic flow. The major benefit was that the event drew thousands of people to downtown Dover both for the concert and the fireworks. Local businesses that were open were very busy as people spent several hours before the fireworks in and around the downtown. The traffic was heavy but it continued to move well with the assistance of strategically stationed Police officers. Parking was tight but most people were able to find spaces in the area. City personnel will be discussing the future of this event and possibly work to coordinate it with the Arts Festival. The annual switching back and forth from Dover High School to Garrison Hill will be reviewed in this discussion.

Regarding the Willand Pond issue, the Planning Department worked with the Ad-hoc committee finalizing the selection of SW Cole as the Engineering and Design Consultant. At the same time, staff worked with the City of Somersworth to update the progress on the Commercial Drive Connector Road, development along High Street and develop a scope for the education and out reach component of the 319 Grant.

ACKNOWLEDGEMENTS & EVENTS

- ◆ David Hogan of Hogan Flooring who cheerfully donated several hours to measure library square footages and consult with Library Director on workable carpeting/flooring options.
- ◆ Retired Captain Brian P. Estee returned to the Dover Police Department and assumed the role of the Legal Bureau Prosecutor.

OPERATING STATISTICS

	July 2007	June 2008	July 2008
	4 weeks / 31 days	4 weeks / 30 days	4 weeks / 31 days
Health Inspections	83	17	13
Housing Standard Board Inspections	14	5	3
Building Inspections	116	47	60
Plumbing & Mechanical Inspections	109	20	40
Electrical Inspections	152	46	67
Building Permits Issued	39	34	42
F&R Ambulance Revenue	\$54,844	\$53,631	\$51,629
F&R Total Calls for Service	463	420	442
F&R Calls for Fires	23	26	22
F&R Simultaneous Emergency Incidents	54	54	52
F&R 3/4 Simultaneous Emergency Incidents	12	16	15
F&R Emergency Medical Calls	224	221	246
F&R Patients Transported Area Hospitals	216	208	236
F&R Hazardous Condition Calls	17	15	10

F&R Service Calls - Miscellaneous	35	37	34
F&R Public Assistance Calls	65	57	55
F&R False Calls	99	64	75
F&R Certificate of Occupancy Inspections	18	9	9
F&R Life Safety Inspection	2	0	8
F&R Business Inspection	46	34	42
F&R Sprinkler/Alarm Inspection	20	6	8
F&R Car Safety Seat Inspections	10	13	14
F&R School/Daycare Inspections	2	2	0
F&R Oil Burner Inspections	6	2	0
F&R Woodstove/Fireplace Inspections	0	0	0
F&R Chimney Inspections	0	0	1
F&R Burning Permits Issued	7	6	1
F&R Blasting Permits Issued	1	0	0
Fire Loss Total	\$121,000	\$4,750	\$30,000
Library-Circulation	28,435	25,136	31,264
Library-New Patrons	208	179	204
Library-Total Cardholders	25,233	26,363	26,586
Library-Public Meetings Held	40	46	30
Library-Audio Downloads	18	12	16
Library-Internet/PC Usage	2,726	2,230	2,758
Library-Museum Passes borrowed	82	40	73
Library-Circulation desk hold requests	1,678	1,528	1,819
Library-Remote online hold requests	1,231	1,136	1,390
Library-Attendance at Programs	-	143	*2,112
Human Services-Number of Contacts	349	403	369
Human Services-Number of Cases	98	84	75
Human Services-Case Expenditures	\$40,753	\$29,276	\$25,228
F&G – Number of Burials	4	4	3
F&G – Number of Work Orders Received	186	123	118
Total Visitors to Website	102,343	54,836	51,339
Average Visitors to Website Per Day	3,301	1,827	1,656
City Clerk – Total Revenue	\$5,217	\$7,478	\$7,610
City Clerk – Death Certificates Issued	179	181	164
City Clerk – Marriage Licenses Issued	47	33	38
City Clerk – Birth Certificates Issued	235	271	267
City Clerk – Notary Public Requests	63	54	85
Vehicle Registrations	2,210	2303	2,762
Police Dept Total Calls for Service	2,982	2,735	3,402
Police Dept Total Number of Offenses	211	212	241
Police Dept Motor Vehicle Stops	926	785	1,561
Police Dept Total Motor Vehicle Summonses	147	154	230
Police Dept MV Accidents Investigated	64	59	74
Police Dept Parking Tickets Issued	392	620	613
Police Dispatch Total Phone Calls	13,589	10,592	11,393
Police Dispatch – 911 Calls	375	384	419
Police Dispatch – Radio Transmissions	12,963	9,838	11,848

Police Records Bureau Revenue	\$24,820	\$22,461	\$16,953
Police Reports/Criminal Record Requests	110	87	83
Police Case Reports Processed	1,050	986	548
Police Prosecution – Adult Arraignments	63	104	80
Police Prosecution – Adult Trials	6	3	6
Police Prosecution – Hearings	31	25	23
Teen Center Participants-Average Per Day	24	20	11
PD Com. Service Program –Juveniles Tracked	24	29	28
PD Community Service Hours	109	39	79
Public Works – Potholes Patched	86	250	250
Public Works – Work Orders Resolved	33	79	109
Public Works – Work Orders Pending	27	33	25
PW – Water Gallons Pumped	-	60,646,000	85,449,000
PW – Average Water Gallons per Day	-	2,022,000	2,756,000
Total Tonnage of Trash Collected	422.46	438.8	457.35
Total Tonnage of Paper Collected	114.65	107.56	110.91
Total Tonnage of Commingles Collected	88.44	105.27	118.77
Arena Public Skate Attendance	436	355	424
Arena Rock Night Attendance	94	63	34
McConnell Center – ‘Open Gym’ Participants	691	1937	1803
McConnell Center Common Area Reservations	49	75	71
Senior Center Membership Renewals	22	37	18
Senior Center New Memberships	46	22	18
Senior Center – Participants on Trips	71	116	51
Senior Center – Daily Game/Class Participants	559	1026	972
Senior Center – Walk ins, no particular activity	508	655	680

* Includes Special Program attendance.

HUMAN RESOURCE STATISTICS

Average Number of Employees Paid by Department			
Department:	July 2007	June 2008	July 2008
	4 week	4 week	4 week
Community Services	74	71	73
Executive	12	14	14
Finance	15	16	16
Fire & Rescue	54	54	59
Human Services	3	3	3
Library	24	23	23
Planning	10	12	8
Police	85	84	81
Recreation	85	68	89
Average Number of Employees Total	362	345	365

New Hires for Month	11	(1 – Comm Srvcs, 1 – Finance, 2 – Police, 7 – Recreation)
Separations for Month	9	(1 – Comm Srvcs, 1 – Police, 7 – Recreation)
New Hires – Fiscal Year to Date	11	(1 – Comm Srvcs, 1 – Finance, 2 – Police, 7 – Recreation)
Separations – Fiscal Year to Date	9	(1 – Comm Srvcs, 1 – Police, 7 – Recreation)

Total Compensation Cost		
July 2007	June 2008	July 2008
4 week	4 week	4 week
\$1,374,515	\$1,208,305	\$1,274,409

Employee Name	Position	Dept	Employee Type	Base Rate	Reason
Separations:					
Aubin, Nancy	Rec Program Specialist	Rec	SPT	\$30.00/event	Voluntary
Duffy, Sarah	Rec Program Associate	Rec	SPT	\$8.90/hr	Voluntary
Johnson, Brian	Police Officer	Police	RFT	\$23.48/hr	Voluntary
Mai, Thuan	Rec Program Associate	Rec	SPT	\$9.15/hr	Voluntary
Roun, Bethany	Rec Program Specialist	Rec	SPT	\$9.15/hr	Voluntary
Roun, Gillian	Rec Program Specialist	Rec	SPT	\$30.00/event	Voluntary
Stoorza, Keri	Rec Program Specialist	Rec	SPT	\$30.00/event	Voluntary
Wilson, Dylan	Seasonal Maintenance	C/S	SFT	\$9.94/hr	Voluntary
Zinkowski, Ethan	Rec Program Specialist	Rec	SPT	\$30.00/event	Voluntary
New Hires:					
Colitti, Meghan	Rec Program Specialist	Rec	SPT	\$30.00/event	
Estee, Brian	Police Prosecutor	Police	RPT	\$28.23/hr	
Forget, Stephane	Rec Program Specialist	Rec	SPT	\$25.00/event	
Hanson, Victoria	Rec Program Specialist	Rec	SPT	\$30.00/event	
Hart, Emily	Rec Program Associate	Rec	SPT	\$8.90/hr	
Khalsa, Dev Atma	Police Officer	Police	RFT	\$21.33/hr	
Merrill, Robert	Temporary Laborer	C/S	Temp	\$12.69/hr	
Mick, Samantha	Rec Program Specialist	Rec	SPT	\$30.00/event	
Ngugi, Laura	Account Clerk II	Finance	RPT	\$13.32/hr	
Pasquale, Raymond	Rec Program Specialist	Rec	SPT	\$30.00/event	
Schrempf, Derick	Seasonal Maintenance	Rec	SFT	\$10.31/hr	

Total Permits Issued: July 2008

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
08-117	FIVE POINT DEVELOP.	5	FIFTH STREET	DEMO DWELLING		5	16	0	25
08-118	FIVE POINTS DEVELOP	3	FIFTH STREET	DEMO DWELLING		5	11	0	25
08-119	FIVE POINTS DEVELOP	538	CENTRAL AVENUE	DEMO DWELLING		5	11	0	25
08-129	STRUBLE	316C	DOVER POINT ROAD	REPLACE DOCK PILES		L	113C	1400	43
08-135	BROCK	132	BROADWAY	UPGRADE ATTIC TO LIVING SPACE		27	274	9180	106
08-212	CATALFO	82	DURHAM ROAD	DEMOLISH SHED & BUILD NEW		I	13-A	4720	70
08-214	O'BRIEN	15	FOURTH STREET	INTERIOR RENOVATIONS		5	3	30000	295
08-215	LABRECQUE	28	UNION STREET	ADDITION TO EXISTING SHED		20	88	1000	34
08-225	WHITE	218	DOVER POINT ROAD	IN GROUND POOL		L	94 C	40000	385
08-227	KHALSA	140	MOUNT VERNON STREET	REAR DECK		37	47	5000	70
08-229	HEBERT	11	RUTLAND STREET	DECK EXPANDED, GARAGE CONVERTE		12	147	14300	160
08-238	CHASSE	2	EVERGREEN VALLEY DRIVE	SUNROOM ADDITION, 2 CAR GARAGE A		d	5-17	52000	493
08-239	MCCARTHY	18	PREBLE STREET	ADDITION, MASTER BEDROOM		4	42	35000	340
08-241	GREENE	393	DOVER POINT ROAD	STORAGE		7	20-II	3000	52
08-243	PORCIELLO	163	SPUR ROAD	INTERIOR DEMOLITION		L	43		25
08-246	LIBERTY MUTUAL	100	LIBERTY WAY	DEMOLITION AND RELO OF PARTIONS,		E	24	190000	1735
08-248	FEARON	159	SIXTH STREET	MOVE VANITY AND BATH DOORWAY		E	71D	2500	52
08-250	WIRTH	18	REYNERS BROOK DRIVE	ADDITION		A00	01900	67000	628
08-251	BLAKE	15	PEARL STREET	REBUILD DECK, CONCRETE SLAB IN EXI		27	260	8000	106
08-257	HALEY	407	SIXTH STREET	REMODEL KITCHEN		D	13-B	15000	160
08-258	JANETOS	28	WATERLOO CIRCLE	DETACHED GARAGE		M	76-4	12500	142
08-259	HUTCHESON	10	TOWLE AVENUE	DEMOLISH AND REBUILD BACK PORCH		12	158	7000	88

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
08-260	MOTT	20	LEXINGTON STREET	DECK		10	108	10000	115
08-262	SNYDER	46	SAMUEL HANSON AVENUE	SHED		21	26-17	3400	61
08-263	KUZIOMKO	308	DOVER POINT ROAD	BOAT DOCK		L	112	15000	160
08-266	PARADIS	2	NUTE ROAD	DOCK AND RAMP		L	3	23100	232
08-267	BROWN	15	FAIRWAY DRIVE	DOCK AND RAMP		N	14J	21000	214
08-270	BARRETT	13	LANDING WAY	FIXED DOCK AND RAMP		L	97M	49700	475
08-273	KNIZEWSKI	38	RUTLAND STREET	CONVERSION OF BATH TO STORAGE		12	134	28300	286
08-274	TRACY	103	STARK AVENUE	DECK ADDITION		17	39	2000	43
08-276	BURNS, BRYANT, COX, ROCK	255	WASHINGTON STREET	CHANGES TO OFFICES		10	28	15000	160
08-277	SIX HIGH ST, LLC		SCHOONER DRIVE	DOCKING FACILITY		M	98	63700	601
08-278	21 FOURTH STREET, LLC	15	FOURTH STREET	INSTALL DOOR/STAIRS		5	3	800	35
08-280	BARSTOW	7	LINDA AVENUE	DECK		I	80Q	5885	85
08-289	PEARL	31	REYNERS BROOK DRIVE	FRONT ENTRANCE ALTERATIONS		A	47-26	6400	95
08-294	DAVIS	181	COUNTY FARM CROSS ROAD	POWER TO POOL & A/C		B	17-1	3200	55
08-295	DEGENAARS	19	BALDWIN WAY	ABOVE GROUND POOL		L	40-8	5000	75
08-202	SHERPA	9-A	BELLAMY ROAD	STORAGE SHED	R	H	23-1	1000	34
08-222	WARREN	24	MORRISON LANE	FINISH BASEMENT	R	G	7-1-71	5000	70
08-226	PARSONS	17	POLLY ANN TRAILER PARK	DEMOLITION	R	M	47		25
08-245	VONUSSEN	551	SIXTH STREET	REPLACE MUD ROOM W/ 3 SEASON POR	R	A	64	20000	205
08-84	ESTES	14	PARTRIDGE LANE	BED & BATH (ADD'L LIVING AREA)	R	I	36-M	100000	925

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
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Total Permits Issued: 42

Total Construction Value: \$876,085.00

Total Fees Collected: \$9,010.00

Type of Permits Issued		Certificate of Occupancy's	
Apartment dwlg units	0	Apartment Units	0
Commercial	0	Commercial	0
Condo Units	0	Condo Units	0
Congregate Care Facility	0	Congregate Care Facility	0
Convert 1 to 2 Fmly Dwlg	0	Convert 1 to 2 Fmly Dwlg	0
Duplex Unit	0	Duplex Unit	0
Industrial	0	Industrial	0
Multi Family	0	Renovations	6
Manufactured Dwlg	0	Manufactured Dwlg	0
Single Family Dwelling	0	Single Family Dwellings	2
		Total	9

PROJECTS BEFORE DOVER PLANNING BOARD

NAME	LOCATION		Total Units	Units Built*	Units left	DATE OF PB SIGNATURE	DATE OF PB APPROVAL	SCRD DATE	PLANNING FILE #	MAP	LOT	EXPIRATION DATE	SCHOOL	Students**
Code	H = Homes	A = Apts.	C = Condos											
Multi-Family:														
Bamford	Third St	A	20	0	20	9/12/2007	8/14/2007	Site	P06-37	6	46	9/12/2011	H	2.2
New Meadows Inc	Knox Marsh Rd	A	120	48	72	9/27/2005	9/27/2005	Site	P04-04	H	35C	9/27/2009	W	13.2
PRPC	Roasaan Dr	H/C	18	14	4	2/2/2006	9/13/2005	5/23/2006	P04-46	I	3	2/2/2010	G	5.94
Temple Associates	Washington St	A	15	15	0	3/4/2008	10/23/2007	5/14/2008	P06-03	2	14	3/4/2012	W	4.95
Cedar Cove	Whittier St	A	62	0	62	5/29/2008	4/22/2008	6/19/2008	P07-64	E	66	5/29/2012	W	20.46
Summit Land	Fifth St	A	8	0	8	4/7/2008	4/22/2008	Site	P08-10	5	16	4/7/2012	H	2.64
Paolini	54 Dover Point Road	C	12	0	12		7/22/2008		P08-15	K	20		G	3.96
Total: Multi-family			235	77	96									26
Subdivisions:														
Ayer	McKone Ln	H	3	1	2	6/5/2003	6/5/2003	6/5/2003	P02-67	N	18	6/5/2007	G	1.11
Ayer	Falcon Dr	H	5	4	1	5/24/2005	2/22/2005	6/8/2005	P04-61	N	21	5/24/2009	G	1.85
Cornerstone Crossing III	Conerstone Dr	H	18	7	11	7/5/2004	7/8/2003	7/16/2004	P02-26	B	18	7/5/2008	H	6.66
Harbor Hills	Dover Point Rd	H	14	0	14	Extension	10/23/2007		P07-39	L	89G		G	5.18
Duffy Drive	Middle Rd	H	3	2	1	10/24/2005	10/11/2005	10/25/2005	P05-24	M	101	10/24/2009	G	1.11
Emerald Woods I & II	Emerald Ln	H	25	15	10	12/6/2004	9/28/2004	12/10/2004	P02-01	F	27	12/6/2008	W	9.25
Emerald Woods III	Emerald Ln/Viridian Ln	H	37	0	37	1/31/2006	6/14/2005	2/1/2006	P05-10	F	15	1/31/2010	W	13.69
Havenwood Farm at Alden	Boxwood/Wildewood	H	32	9	23	6/6/2005	5/10/2005	6/7/2005	P04-42	B	21	6/6/2009	H	11.84
Lionheart	Littleworth Rd.	H	4	1	3	2/24/2004	2/24/2004	3/8/2004	P03-66	G	28-1	2/24/2008	W	1.48
Long Meadow	Gladiola Ln	H	20	0	20	1/30/2008	8/28/2007	2/6/2008	P06-40	A	28	1/30/2012	H	7.4
Narrows at Tidewater Farm	Wysteria Dr	H	5	2	3	12/16/2005	8/9/2005	12/21/2005	P05-38	N	8-3	12/16/2009	G	1.85
Pacific Landing	Upper Factory Rd	H	15	4	11	2/8/2007	7/25/2006	2/8/2007	P05-72	E	49	2/18/2011	W	5.55
Picnic Rock	Back River Rd	H	21	0	21	10/31/2007	6/10/2007	11/6/2007	P04-34 & P07-	16	20	10/31/2011	G	7.77
Schooner Landing	Schooner Dr	H	10	1	9	7/19/2007	4/10/2007	7/25/2007	P06-54	M	96A	7/19/2011	G	3.7
Stern Subdivision	Lika Dr	H	3	0	3	3/23/2006	2/28/2006	3/23/2006	P05-71	E	45	3/23/2010	W	1.11
StoneCroft	Carriage Hill Ln	H	11	7	4	8/9/2005	5/24/2005	8/9/2005	P05-18	A	16	8/9/2009	H	4.07
Three Rivers Farm	Three Rivers Farm Rd.	H	6	3	3	6/9/1999	6/9/1999	6/9/1999	P99-13	N	2,3,4B,4A	6/9/2003	G	2.22
Paddocks/Tidewater Farms	Saddle Trail Dr	H	9	0	9	Extension	10/23/2007		P07-43	N	8		G	3.7
Waldron Falls	Watson Rd	H	10	2	8	3/30/2005	1/11/2005	4/7/2005	P04-59	E	37	3/30/2009	W	1.48
Weeden	Garrison Rd	H	4	3	1	9/28/2004	6/22/2004	10/4/2004	P04-25	I	1P	9/24/2008	G	1.48
White Tail	Picard Ln	H	17	2	15	1/10/2005	11/10/2004	1/10/2005	P04-47	A	19	1/10/2009	H	6.29
Total: Single Family			272	63	209									99
TOTAL APPROVED UNITS			507	140	305									125
Elderly:														
Goldberg/Tolend Rd Prop.	Columbus Ave/Tolend	H	72	0	72	8/23/2004	7/24/2005	8/23/2004	P04-36	G	24	8/24/2008	W	
The Village at Thornwood	Middle Rd	H	48	0	48	Extension	3/13/2007		P06-55	M	4		G	
Dover Retirement	Back River Rd	A	115	115	0	8/4/2006	5/9/2005	Site	P05-49	I	56	8/4/2010	Assisted	
Dover Retirement Cottages	Back River Rd	C	48	0	48	8/4/2006	2/28/2006	Site	P05-48	I	56	8/4/2010	Living	
Arbor Woods	Mast Road	H	63	4	59	2/20/2007	1/9/2007	2/20/2007	P06-24	H	4	2/20/2011	W	
Total: Elderly			346	115	227									
APPROVED - ELDERLY			853	255	532									125

* Built or permit issued and unit under construction

**COMMUNITY SERVICES
UPDATES TO CAPITAL IMPROVEMENTS PROJECTS**

STREET IMPROVEMENTS

Current: Revising cost estimates and work list to come inline with proposed budget.

SIDEWALK IMPROVEMENTS

Current: Revising cost estimates and work list to come inline with proposed budget for this years projects.

Minor punch list items left from last years work.

BOUCHARD WELL AND TREATMENT PLANT

Current: The filter media had to be replaced; the manufacturer replaced the media and extended the warranty one year.

Previous: The one year warranty period is approaching. The project will be closed out in the coming month or so.

SCADA

Current: The automatic start up and shut down is completed on all wells. Works continues on the Griffin and Lowell WTP to have them start automatically as well. New scales for chemical monitoring were installed at the wells and plants but the programming needs to be completed.

Previous: Crews are working on the automatic start up and shut down of the wells, and in order to do this, crews have installed automatic wasting and pressure valves as well as new flow meters so the wells can be started automatically.

COCHECHO RIVER DREDGING

Current: The USACOE has completed the specs. For the upcoming dredge and has begun negotiations with the dredge contractors.

Previous: The ACOE made a payment of \$908,440 on the outstanding balance of disposal fees owed to the City for the disposal of dredge spoils placed in the City's dredge cell. Dredging is expected to resume on November 1st this year. It is unclear at this time what affect the escalating price of oil will have on the dredge project as the ACOE identifies the contractor to finish the dredging. The dredging operation is very fuel intensive as it involves equipment to excavate and transport the sediment from the river to the disposal facility. The disposal facility operation is likewise fuel dependent with equipment needed to move the material within the cell.

HENRY LAW AVE RECONSTRUCTION

Current: Work by Virgin Construction has resumed. All pipe work should be completed within two weeks on Henry Law.

Base pavement should be installed in two weeks.

TOLEND LANDFILL REMEDIATION

Current: EPA has approved the hotspot design, and the subcontractor has begun construction of the system. It is expected to be operational by the end of September. The Southern plume pumping will continue through the fall. On July 17th EPA held a public meeting to receive comments and answer question regarding the recently lodged Consent Decree. The meeting was attended by approximately 17 members of the public some of whom gave comment.

Previous: Southern Plume pumping is proceeding smoothly. The hotspot treatment system design is complete and submitted to EPA for their review and comment. The project is on schedule for installation and start up by mid-summer. A meeting has been scheduled during the second week in June to discuss the landfill project

GLENWOOD AVE RECONSTRUCTION

Current: The contractor has minor punch list items to be completed.

ATLANTIC / GULF RD WATERMAIN REPLACEMENT

Current: The project has been Bid and it is anticipated the project will be awarded to the contractor at the August meeting.

Previous: Work is continuing on the design and specifications for this project.

RIVER ST PUMPSTATION UPGRADE

Current: The design contract has been signed and the work has begun. The variable frequency drives were installed and are operational.

Previous: Project is being discussed during the CIP process. Draft contract for design being prepared.

DOWNTOWN TRAFFIC IMPROVEMENTS

Current: Need to prepare an RFP for a consultant to design the signal improvements for Third/Central/Broadway and Chestnut/Central intersections.

Previous: Need to prepare an RFP for a consultant to design the signal improvements for Third/Central/Broadway and Chestnut/Central intersections.

OLD ROCHESTER RD/LONGHILL RD WATER

Current: The project has been substantially completed. A punchlist has been developed and the contractor will work on resolving these items.

Previous: Project has resumed. Old Rochester Rd and Longhill have been paved. Minor fixes for some driveway puddles and landscaping still needs to occur.

WALLINGFORD ST SEWER REPLACEMENT

Current: RFP required for a consultant.

Previous: Estimates have been completed for water and street improvements. Projects have been included in upcoming CIP for review. Sewer portion on hold. Need to insert CIP items for water, roadway and drainage

SEWER INFLOW / INFILTRATION MITIGATION

Current: Design of the Bellamy Road sewer line replacement is under way. Depending on the timing of completion of plans and specifications, bidding and construction may occur this fall or next spring. Results from the I&I flow monitoring done last Spring show marked improvement in areas where work has been previously completed. The testing also confirmed the need to do additional sewer line rehabilitation work in the Rutland Street and Lisa Beth area.

Previous: Flow monitoring was completed in April and the data is being analyzed by Wright Pierce Engineers to evaluate the effectiveness of recently constructed sewer collection system improvements to reduce I&I. A meeting will be scheduled in June review the flow monitoring results and plan future improvements. Wright Pierce will be designing a sewer line replacement on Old Bellamy Road for construction this fall. This sewer line replacement is a continuation of the 2007 work utilizing this years CIP funding for I&I projects.

FOURTH & WASHINGTON BRIDGE DECK REHABILITATIONS

Current: The original consultant was asked to prepare a proposal to modify the original bid specifications.

Previous: No action.

BERRY BROOK WATERSHED MANAGEMENT

Current: City staff have reviewed the final version of the Watershed Plan and submitted comments to Louis Berger Engineers. The Berry Brock Watershed Management Plan will be printed in the coming month. Once the plan is received we will map out a strategy to begin implementing the recommendations in the plan. The Berry Brock Watershed Management Plan will be available for the public to review at the library, the Dover Planning Office and the Dover DPW facility. A copy of the plan will be placed on the City web site for download as well.

Previous: Louis Berger Engineers is working on revising the draft plan incorporating comments received from the neighborhood meeting and NHDES. It is expected that the final plan will be completed in the coming month. Once the plan is completed we will map out a strategy to begin implementing the recommendations in the plan.

INDIAN BROOK DR/SIXTH ST / EXIT 9 IMPROVEMENTS

Current: The project has been completed and only a few punchlist items remain to be done.

Previous: The signals at the new Park and Ride facility are currently on flash and will be operational June 28. Final pavement markings will be done prior to the June 28th.

City of Dover

Bid Solicitation Report

For July 2008

8/5/2008

Department	PO Date	PO No	Vendor	Description	PO Amount
Bid Number	Bid Date	Bid Due	CC Meeting	Item No PO Notes	
	Approved By		Fund	Function/Division	
B09002	07/03/2008	07/28/2008		Atlantic Ave Water Main Replacement	
B09003	07/29/2008	08/13/2008		#2 Heating Oil REBID	
B09004	07/29/2008	08/13/2008		Diesel fuel REBID	
B09005	07/11/2008	07/29/2008		Nozzles Valves & Appliances	

City of Dover

Bid Solicitation Report

For July 2008

8/5/2008

Department	PO Date	PO No	Vendor	Description	PO Amount
Bid Number	Bid Date	Bid Due	CC Meeting	Item No PO Notes	
	Approved By		Fund	Function/Division	
Fire				Fire Department Supplies	
B09009	07/22/2008	08/11/2008			
Community Services				Stand by Generator Maintenance	
B09011	07/22/2008	08/20/2008			
Community Services				Roll off containers	
B09012	07/21/2008	08/14/2008			
Community Services				Liquid Propane Gas	
B09007	07/29/2008	08/13/2008			

Total for

City of Dover

Bid Solicitation Report

For July 2008

8/5/2008

Department	PO Date	PO No	Vendor	Description	PO Amount
Bid Number	Bid Date	Bid Due	CC Meeting	Item No PO Notes	
	Approved By		Fund	Function/Division	
FIRE	08/04/2008	22-252691	ALL HANDS FIRE	MISC FIRE EQUIPT AND	2,306.88
Q09-002	07/14/2008	07/28/2008		SUPPLIES	
	PA		General Fund	F&R Suppression	
Total for Fire & Rescue					2,306.88

30 Comm Serv PW

CS Admin				Water Main Atlantic Ave	
B09002	07/01/2008	07/24/2008			
			Water Fund	CS - Water	
CS Admin				Evaluation of Leighton Way Pump	
B09010	07/24/2008	08/19/2008		Station	
			Sewer Fund	CS - Sewer	
Total for Comm Serv PW					

55 Other Financing Uses

City of Dover

Bid Solicitation Report

For July 2008

8/5/2008

Department	PO Date	PO No	Vendor	Description	PO Amount
Bid Number	Bid Date	Bid Due	CC Meeting	Item No	PO Notes
	Approved By		Fund	Function/Division	
Executive				McConnel Ctr Public Access & Meeting Space Renovations	
B09001	07/01/2008	07/24/2008			
			DoverNet Fund	Internal Service	
Total for Other Financing Uses					
Grand Total All Departments					<u><u>2,306.88</u></u>

City of Dover

Purchase Order Report

For July 2008

8/5/2008

Department	PO Date Bid Number Approved By	PO No Bid Date CC Meeting	Vendor Bid Due Item No Fund	Description PO Notes Function/Division	PO Amount
CS Admin	07/01/2008	30-252322	Urban Tree Services	Tree Removal	22,000.00
	PA				
FINANCE	07/01/2008	15-252291	MELANSON HEATH & CO PC	ANNUAL AUDIT SERVICES	39,000.00
	PA				
cs admin	07/01/2008	30-252328	WRIGHT PIERCE	I & I DESIGN CONST OVERSITE	49,500.00
	PA				
Total for					110,500.00
15 Finance					
TAX ASSESSING	07/01/2008	15-252289	CORCORAN CONSULTING A	CONTRACT ASSESSING SERVICES	125,500.00
	PA				
			General Fund	Tax Assessment	
TAX COLLECTION	07/11/2008	15-252572	NH MAILING SERVICES	MAILING SERVICES	9,567.00
	PA				
			General Fund	Tax Collection	
Tax Collection	07/11/2008	15-252573	NH Mailing Services	Mailing services Tax Bills	9,365.00
	pa				
			General Fund	Tax Collection	
Tax Assessment	07/22/2008	15-252576	tyler technologies, Inc	Assessing Software Renewal	5,600.00
	PA				
			General Fund	Tax Assessment	

City of Dover

Purchase Order Report

For July 2008

8/5/2008

Department	PO Date Bid Number Approved By	PO No Bid Date CC Meeting	Vendor Bid Due Fund	Item No Function/Division	Description PO Notes	PO Amount
Total for Finance						150,032.00
18 Planning						
CS Admin	07/15/2008	30-252449	Joseph F. Allis		Temporary Construction Easment	19,800.00
	PA			Capital Improvements FY05	Transportation Impr Pgm	
CS ADMIN	07/15/2008	30-252448	JOSEPH F. ALLIS		LAND PURCHASE WASHINGTON ST	44,000.00
	PA			Capital Improvements FY05	Transportation Impr Pgm	
Total for Planning						63,800.00
21 Police						
Police Admin	07/02/2008	21-252319	Cocheco Valley Humane Society		Boarding of Dogs 7/01/08-06/30/09	5,900.00
	PA			General Fund	Police Operations	
Total for Police						5,900.00
22 Fire & Rescue						
F& R Admin	07/08/2008	22-252489	Seacoast Chief Fire Officers Asso		Start Membership 2008 Annual Dues	6,919.00
	PA			General Fund	F&R Suppression	
F&R Admin	07/22/2008	22-252653	INDUSTRIAL PROTECTION S		Gear Racks w/ Hangers	5,119.77
	PA				F&R Buildings	
Total for Fire & Rescue						12,038.77

City of Dover

Purchase Order Report

For July 2008

8/5/2008

Department	PO Date Bid Number Approved By	PO No Bid Date CC Meeting	Vendor Bid Due Item No Fund	Description PO Notes Function/Division	PO Amount
30 Comm Serv PW					
CS-ADMIN	07/01/2008 B08077	30-252323	SEALCOATING INC 04/21/2008 05/13/2008	CRACK SEALING SERVICES	30,000.00
	PA		General Fund	CS - Streets	
CS-Admin	07/01/2008	30-252325	Dukes Root Control, Inc	Chemical Root Control Services	15,000.00
	PA		Sewer Fund	CS - Sewer	
CS Admin	07/01/2008	30-252575	Woodard and Curran Inc	Radio communication Upgrade	6,452.00
	pa		Water Fund	CS - Water	
CS Admin	07/03/2008	30-252490	Badger Meter	Water Meters	20,000.00
	PA		Water Fund	CS - Water	
CS Admin	07/07/2008	30-252355	Tri City Builders	Performance Deposit	5,000.00
	PA		Performance Deposit Fund		
CS ADMIN	07/23/2008	30-252652	MUNICIPAL PEST MGMT	ROADSIDE & CURB HERBICIDE SPRAYING	8,220.00
	PA		General Fund	CS - Streets	
CS Admin	07/21/2008	30-252582	The Louis Berger Group, Inc	Oversight of Emergency Repairs Whitter St Br	8,550.00
	PA		General Fund	CS - Streets	
CS Admin	07/15/2008	30-252479	Dover Landfill Remedial Action	Eighteenth call for Payment	426,800.00
	PA		Tolend Road Landfill Closure	CS - Waste Mgmt	

City of Dover

Purchase Order Report

For July 2008

8/5/2008

Department	PO Date Bid Number Approved By	PO No Bid Date CC Meeting	Vendor Bid Due Item No Fund	Description PO Notes Function/Division	PO Amount
CS Admin	07/15/2008	30-252480	Dover Landfill Remedial Action	Eighteenth call for payment	139,600.00
	PA		Tolend Road Landfill Closure	CS - Waste Mgmt	
CS Admin	07/15/2008	30-252483	Phoenix Recycling, Inc	City of Dover imprinted trash bags	93,000.00
	pa		Residential Solid Waste	CS - Waste Mgmt	
CS ADMIN	07/15/2008	30-252494	SOUTHWORTH MILTON INC	GENERATOR MAINTENANCE RIVER STR	7,140.00
	PA				
Total for Comm Serv PW					759,762.00
Grand Total All Departments					1,102,032.77

8/6/2008

City of Dover

Expenditures of Major Funds

July 31, 2008

(General Fund Excludes County, School and Debt Service)

Account	Original Budget	Adjusted Budget	Expenditures This Period	Expenditures Year to Date	Encumb	Budget Availability	Avail %
1000 General Fund							
City Council	169,096.00	222,269.01	31,538.15	31,538.15	9,493.19	181,237.67	81.54
Executive	979,026.00	986,292.02	57,488.00	57,488.00	3,788.73	925,015.29	93.79
Finance	1,167,001.00	1,185,139.97	75,124.90	75,124.90	157,792.46	952,222.61	80.35
Planning	445,954.00	507,835.43	36,275.02	36,275.02	30,515.53	441,044.88	86.85
Misc Gen Gov't	856,774.00	1,132,658.81	43,913.48	43,913.48	435,381.05	653,364.28	57.68
Police	6,422,037.00	6,465,274.80	439,561.60	439,561.60	29,066.00	5,996,647.20	92.75
Fire & Rescue	6,228,171.00	6,244,969.00	438,059.41	438,059.41	10,948.65	5,795,960.94	92.81
Comm Serv PW	5,322,246.00	5,658,748.08	191,085.69	191,085.69	197,418.85	5,270,243.54	93.13
Recreation	1,310,221.00	1,339,998.90	123,504.23	123,504.23	454.27	1,216,040.40	90.75
Public Library	1,074,129.00	1,076,379.06	69,463.77	69,463.77	4,248.40	1,002,666.89	93.15
Human Services	717,702.00	745,742.01	40,485.05	40,485.05	4,357.72	700,899.24	93.99
Total for General Fund	24,692,357.00	25,565,307.09	1,546,499.30	1,546,499.30	883,464.85	23,135,342.94	90.50
3320 Residential Solid Waste							
Comm Serv PW	1,113,486.00	1,368,633.69	7,577.47	7,577.47	168,014.60	1,193,041.62	87.17
Total for Residential Solid Waste	1,113,486.00	1,368,633.69	7,577.47	7,577.47	168,014.60	1,193,041.62	87.17
3381 McConnell Center							
Comm Serv PW	0.00	14,778.94	112.67	112.67	7,319.47	7,346.80	49.71
Recreation	745,662.00	810,289.09	24,295.86	24,295.86	27,940.07	758,053.16	93.55
Total for McConnell Center	745,662.00	825,068.03	24,408.53	24,408.53	35,259.54	765,399.96	92.77
5300 Water Fund							
Comm Serv PW	4,158,670.00	4,245,885.52	235,778.18	235,778.18	66,102.67	3,944,004.67	92.89
Total for Water Fund	4,158,670.00	4,245,885.52	235,778.18	235,778.18	66,102.67	3,944,004.67	92.89

City of Dover

Expenditures of Major Funds

July 31, 2008

(General Fund Excludes County, School and Debt Service)

8/6/2008

Account	Original Budget	Adjusted Budget	Expenditures This Period	Expenditures Year to Date	Encumb	Budget Availability	Avail %
5320 Sewer Fund							
Comm Serv PW	5,575,072.00	5,617,027.94	460,209.01	460,209.01	79,401.41	5,077,417.52	90.39
Total for Sewer Fund	5,575,072.00	5,617,027.94	460,209.01	460,209.01	79,401.41	5,077,417.52	90.39
5500 Arena Fund							
Recreation	1,619,173.00	1,619,327.95	80,437.11	80,437.11	34,188.01	1,504,702.83	92.92
Total for Arena Fund	1,619,173.00	1,619,327.95	80,437.11	80,437.11	34,188.01	1,504,702.83	92.92

City of Dover

Revenues of Major Funds

July 31, 2008

(General Fund Excludes Property Taxes and Education Revenues)

Account	Original Budget	Adjusted Budget	Revenues This Period	Revenues Year To Date	Revenue Due	Uncollected %
1000 General Fund						
Taxes	3,281,779.00	3,391,779.00	29,237.44	29,237.44	3,362,541.56	99.14
Licenses & Permits	40,116,702.50	40,912,357.50	344,306.58	344,306.58	40,568,050.92	99.16
Intergovernmental	20,145,766.00	20,169,554.00	445,420.28	445,420.28	19,724,133.72	97.79
Charges for Services	12,699,798.50	12,794,718.50	119,539.70	119,539.70	12,675,178.80	99.07
Misc. Revenue	6,723,681.00	7,284,695.00	95,400.10	95,400.10	7,189,294.90	98.69
Operating Transfers In	372,000.00	386,899.00	0.00	0.00	386,899.00	100.00
Other Financing Sources	3,440,745.00	4,383,745.00	0.00	0.00	4,383,745.00	100.00
Total for General Fund	86,780,472.00	89,323,748.00	1,033,904.10	1,033,904.10	88,289,843.90	98.84
3320 Residential Solid Waste						
Charges for Services	7,758,694.00	7,758,694.00	103,010.11	103,010.11	7,655,683.89	98.67
Misc. Revenue	0.00	0.00	64.38	64.38	(64.38)	0.00
Operating Transfers In	0.00	(9,300.00)	0.00	0.00	(9,300.00)	100.00
Other Financing Sources	353,139.00	375,339.00	0.00	0.00	375,339.00	100.00
Total for Residential Solid Waste	8,111,833.00	8,124,733.00	103,074.49	103,074.49	8,021,658.51	98.73
3381 McConnell Center						
Misc. Revenue	653,219.00	653,219.00	20,785.35	20,785.35	632,433.65	96.82
Operating Transfers In	529,703.00	499,703.00	31,013.49	31,013.49	468,689.51	93.79
Total for McConnell Center	1,182,922.00	1,152,922.00	51,798.84	51,798.84	1,101,123.16	95.51
5300 Water Fund						
Intergovernmental	0.00	3,000.00	0.00	0.00	3,000.00	100.00
Charges for Services	28,259,206.00	28,259,206.00	124,447.94	124,447.94	28,134,758.06	99.56
Misc. Revenue	191,075.00	202,986.00	3,631.85	3,631.85	199,354.15	98.21
Operating Transfers In	0.00	464,000.00	0.00	0.00	464,000.00	100.00
Other Financing Sources	2,375,000.00	2,393,500.00	0.00	0.00	2,393,500.00	100.00
Total for Water Fund	30,825,281.00	31,322,692.00	128,079.79	128,079.79	31,194,612.21	99.59

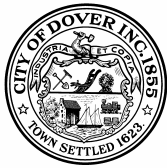
City of Dover

Revenues of Major Funds

July 31, 2008

(General Fund Excludes Property Taxes and Education Revenues)

Account	Original Budget	Adjusted Budget	Revenues This Period	Revenues Year To Date	Revenue Due	Uncollected %
5320 Sewer Fund						
Licenses & Permits	159,000.00	159,000.00	0.00	0.00	159,000.00	100.00
Intergovernmental	5,664,108.00	5,714,108.00	8,361.28	8,361.28	5,705,746.72	99.85
Charges for Services	35,730,778.00	35,742,718.00	135,623.56	135,623.56	35,607,094.44	99.62
Misc. Revenue	330,500.00	334,859.00	4,190.22	4,190.22	330,668.78	98.75
Operating Transfers In	0.00	2,304,000.00	0.00	0.00	2,304,000.00	100.00
Other Financing Sources	4,034,437.00	4,039,937.00	0.00	0.00	4,039,937.00	100.00
Total for Sewer Fund	45,918,823.00	48,294,622.00	148,175.06	148,175.06	48,146,446.94	99.69
5500 Arena Fund						
Charges for Services	10,646,596.00	10,646,596.00	63,531.83	63,531.83	10,582,839.17	99.40
Misc. Revenue	382,074.00	447,895.00	2,243.60	2,243.60	445,651.40	99.50
Operating Transfers In	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00
Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00
Total for Arena Fund	11,328,670.00	11,394,491.00	65,775.43	65,775.43	11,328,490.57	99.42



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: Workshop
Meeting Location: City Hall
Meeting Date: July 16, 2008
Meeting Time: 7:00 pm

1. PLEDGE OF ALLEGIANCE

Councilor McCusker led the Pledge of Allegiance.

Present: Mayor Myers, Councilors Callaghan, Cheney, DeDe, McCusker, Scott, Trefethen.

Also Present: City Manager Joyal, City Attorney Krans, and City Clerk Lavertu.

Absent: Councilor Weston.

Mayor Myers gave some background information on the agenda items. He spoke of the ongoing proposed contract between the City of Dover and the Dover Business and Industrial Development Authority (DBIDA) to hire an Economic Development Director. He said the second item for discussion concerned the Ordinance to create the Dover Energy Committee. He said the last item for discussion will be led by the City Manager, discussing the Energy Service Performance Contract.

Mayor Myers mentioned that Councilor Weston was absent due to the death of her father. He said the Council wishes her and her family the best as they go through this time of mourning.

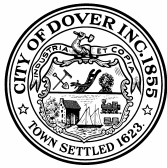
2. ECONOMIC DEVELOPMENT PROGRAM

Mayor Myers said there have been a few questions that the Council has been hung up on with this program. First, was DBIDA performing the services and contracting the Economic Development Director? Second, why the contract should be for three years. He introduced Tim Dargan, Chairman, DBIDA, and asked him to speak on this item.

Mr. Dargan said he didn't have a written presentation for the Council, because he felt they went over these issues in the April Workshop, along with the Summit in March. He said he wanted to answer any questions the Council may have regarding the proposal. He said it came out in the Summit that the Committee needed a long-term commitment in order to get a qualified person into this position. He said this is going to be a difficult position to fill, and they would like to get someone with 4-10 years experience. He said a key issue was measurable goals, and asked the Council for their input on what they would like for measurable goals. He spoke of the previous Economic Development Director and her responsibilities. He said the Committee will come to the Council with more regular reports. He said another issue of the Council is who the Economic Development Director will report to. He said the proposal right now is to have the person report to DBIDA. He said the Board would be responsible for the oversight, but the City Manager would be responsible for daily activity. He said by hiring them under DBIDA the money is in the budget, and he felt the Committee would have more success hiring someone.

Mayor Myers introduced the DBIDA Committee members who were also present to answer questions: Brian Gottlob, Steve Wyrsh, Marc Weinstein, Michelle Sawyer, and Mark Geuther. Councilor DeDe spoke on the issue of who the employee would report to. He asked the members present to give the Council some background information to put into the record.

Mr. Dargan said he has lived in Dover for 15 years. He has been a commercial banker for 20 years within Dover and Strafford County. He said he has been involved in finance for his whole professional career. He has been Chairman of DBIDA since Mayor Myers left the position two or three years ago, and has been on the Board since 2000 or 2001. He said he is also the



CITY OF DOVER

CITY COUNCIL – MINUTES

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Chairman of Southeastern Economic Development, and they have a paid Economic Development Director that reports to them. He invited the other members to come up to introduce themselves.

Ms. Sawyer introduced herself to the Council. She said she also serves as the Chairperson for Dover Main Street. She currently manages the Executive Director for Dover Main Street, and has a lot of experience in the area of managing someone from a volunteer baseboard. She said she is also the Senior Vice President for Relyco, where she manages over 30 people, including sales and marketing staff. She also serves on the Parking Garage Committee for Dover.

Mr. Gottlob introduced himself to the Council. He said he has lived in Dover for 21 years. He said his first job out of graduate school was for the New Hampshire Department of Economic Development. He said after a year and a half he joined one of the top economic consulting firms in New England. He said after that he was an economist and vice president for fiscal and economic policy, at the largest business organization in New Hampshire. He said he left there to start his own economic consulting firm, where he does labor market, economic fiscal impact analysis, and economic development strategy work.

Mr. Wyrsh introduced himself to the Council. He said he has lived in Dover for five years. He said currently he is the Senior Director of Practice and Operations for the Wentworth Douglass Physician Corporation, managing 22 medical practices throughout the community and approximately 360 personnel. He said prior to that he was a 22-year veteran of the US Navy. He said he retired in Dover because it is a great place to raise kids. He said he was the Chief Operating Officer for the clinic at the Naval Shipyard prior to retiring in Dover.

Mr. Geuther introduced himself to the Council. He said he has lived in Dover for the past 10 years, but lived here previously in the 1980's. He said he is a Project Manager for a Seacoast construction firm located in Rochester. He said he also serves on the Board of Directors for the Dover Chamber of Commerce and a member of the Joint Building Committee for the Woodland Park School.

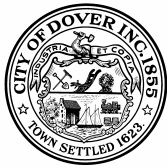
Mr. Weinstein introduced himself to the Council. He said he has lived in Dover for eight years. He said he is President and Owner of a local insurance agency located in Dover. He said he spends most of his time dealing with both emerging companies and established companies. He said he has dealt with personnel issues and is committed to making this work in the right way. Councilor DeDe thanked the members. He said the City was fortunate to have members of this caliber serving on the Board.

Councilor Scott asked Mr. Dargan if he could create a report for next week that showed how many new businesses came to Dover in the last three years, and what the increase of employment has been as a result.

Mr. Dargan said he couldn't do it in a week. He said he sent out an email before the Budget vote and referred to it. He spoke of Liberty Mutual, Measured Progress, and several new buildings.

Councilor Scott said he wasn't referring to those businesses that are already here, but the new businesses since 2005.

Mr. Dargan referred the Council to the following: the new development on Indian Brook Drive, with Homeward Suites and Margaritas Restaurant; the Seacoast Hospice on County Farm Road; the Microtel at the Hampton Inn. He said there is a new office building going up. Centrix Bank is going to locate here. He said in Enterprise Park there was CPW and Heine USA. Councilor Scott asked if there could be some sort of report on this.



CITY OF DOVER

CITY COUNCIL – MINUTES

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City Manager Joyal said this would be something an Economic Development Director would produce.

Mr. Dargan said he does have the difference in assessed value of Enterprise Park. He said in 2005 it was worth \$15 million and in 2008 it is worth \$20 million. He said the net tax revenue increased from \$61,000 in 2005 to \$205,000 in 2008.

Councilor Cheney thanked everyone from DBIDA for their exemplary service. She said she really wants to do what needs to be done to do the right thing for economic development in Dover. She said in order to do that the Council needs a lot of information, and the Board had been very good at providing it in the open meeting in March, but she wants more. She referred to the Strategic Plan for 2008 to 2011, and asked if the Board had a plan before this one.

Mr. Dargan said he didn't believe so. He said the Board was following the City's Master Plan.

Mayor Myers said that in the prior year's budget, the Council gave the City Manager direction to outsource Economic Development to DBIDA, and DBIDA has been developing this Strategic Plan for the past six to eight months.

Councilor Cheney said that it may be true that some councilors gave that direction.

Mayor Myers said the Council as a whole did give that direction.

Councilor Cheney said the previous Economic Development Director reported to the City Manager as an employee of the City. She said she didn't know the measures that they had to live up to, because the Council is not permitted to ask for those types of performances as councilors. She said she got the position description, and asked if these were the guidelines they were going to post to hire someone.

Mr. Dargan said the Board would certainly welcome the Council's feedback.

Councilor Cheney referred to the Strategic Action Plan, it says DBIDA is fulfilling a charge established by State Law and assignment by the Dover City Council. She said that was why the Council had to have this information. She referred to "the development of community wide consensus on goals," but the goals are not specific and that is an issue with some of the councilors. She referred to "it is not a process that will be successful if it is taken in bits and starts, and without vision and long-term direction," and said that is where the Board is requiring a three-year commitment. She said she would support the position reporting to DBIDA, but she wanted some solid measurements and asked how DBIDA would report to the Council.

Mr. Dargan said they would report at least quarterly to the Council, and maybe as much as monthly.

Ms. Sawyer said this position will be reporting to the Council and to DBIDA, and from there the questions can be asked and some direction can be given.

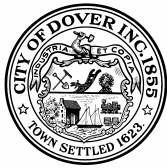
Councilor Cheney asked what the policy review questions were.

Ms. Sawyer said the policies are within the City's Strategic Plan.

Councilor Cheney also referred to the Master Plan, and asked if the new Economic Development Director would have changes or suggestions.

Mr. Dargan agreed that they would.

Councilor Trefethen said the City gives \$5 million a year to the Fire Department. He said the two primary goals of the Fire Department are to put out fires and to provide emergency medical service. He said one of their very important roles is to prevent fires, but they couldn't tell the Council how many fires they prevented. He said the same could be said about the Police Department on how many crimes were prevented. He said the same scenario can be used in how many jobs the Economic Development Director created. He said they may not directly be



CITY OF DOVER

CITY COUNCIL – MINUTES

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involved in the creation of jobs, but the relationships and support that they are providing to businesses that do seek them out and want to use them can also be shared from business to business without their knowledge. He said the Council either believes the function does good things long term, or it doesn't. He said if the Council believes this would work and is good for the City overall, not just the tax coffers, then it is a small amount of money to spend. Councilor Callaghan said it wasn't fair to compare the services of Police and Fire to business opportunities. He said this is the business of selling, and a market analysis needs to be completed before we can begin. He said the City could use an economic director, but no one has convinced him that the City has the resources to make this work. He said he didn't have a problem with DBIDA managing this position, but felt it left the door open to a lot of things. He also referred to the job description and the need to have the wording changed for job experience.

Mr. Dargan said the intention of DBIDA is to have a quarterback working under the City benefit program. He asked the City Manager to explain.

City Manager Joyal said there were two options and there were pros and cons to each of them. He asked the Council to focus on the scenario where there would be an employment contract with DBIDA that included all wages, benefits and work conditions. He said DBIDA as the employer would define and set that, but they need the funding to do that. He said the City would assist them in processing the payroll check and bookkeeping, because the City already has the resources to do that, but DBIDA will only use the funds that have been allocated to DBIDA. He said if it is considered a full-time City employee, he has to enroll them in the City's insurance plan and retirement system. He said the Board has never discussed hiring a retired person or anyone with an age qualification. He said the Board just wanted to hire the person with the best qualifications.

Mr. Dargan agreed. He said with the allotted money there is enough room to pay the benefits.

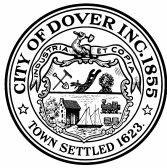
Councilor Callaghan said DBIDA will have to get an employer ID.

City Manager Joyal said they will not have to get an employer ID, because it will be done through the City's payroll. He compared it to the relationship between the City and Dover Main Street.

Councilor Callaghan said if the person is getting paid through the City they are entitled to all the benefits of a City employee. He said the only way to avoid that is if the City was just a payroll service.

City Manager Joyal said this issue was researched with legal counsel and the Labor Department of the State.

Councilor Callaghan said he wanted to see that information to convince him that the employee can be DBIDA's. He also wanted to make sure a criminal background check, and a motor vehicle record check were completed. He said his expectation was that the employee agreement specified that all the City of Dover requirements are met in hiring, in employing, and in termination. He referred the Council to Page 6, Strategic Action Plan, the section on Opportunities for Economic Development Activity, and the section Geographic Areas of Economic Development Activity. He said both of those are not quantified. He said he wanted some economic forecast picture, some percentages of growth. He said most companies say there will be a 5% increase in sales or something.



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Mr. Dargan said that scenario is a case where the employees themselves can actually make direct improvements. He said the Economic Development Director is simply out working among a number of concepts that they don't control.

Councilor Callaghan asked him not to confuse the Strategic Action Plan with the Employee Agreement. He said the Plan needs an objective.

Mr. Wyrsh spoke again on why he moved to Dover, and his opinion that it was a great place to raise kids. He said recently DBIDA was approached by an organization from California that was interested in coming to Dover. He said the functionality of an Economic Development Director is critical in that aspect of selling Dover as a great place to live for their employees. He said he had a choice when he retired from the military, and he could have gone anywhere. He said an Economic Development Director could intercede with a business that wants to come to Dover and start feeding information to the company, and make a significant difference in driving businesses into Dover. He said he was amazed at the turnout for the Economic Summit last March. He said the one message that was made loud and clear was that Dover's businesses are looking for someone to help them to learn, to grow, and to help to have that contact throughout the City so information is shared and passed on.

Councilor Callaghan referred to Item #5 of the agreement between the City and DBIDA. He said all of the expenses for DBIDA comes out of the \$130,000 budgeted.

Mr. Dargan said that was DBIDA's understanding.

Mayor Myers said the budget was for the Economic Development function, and not just a person. He said he asked the City Manager for a report on where the dollars went, and referred the Council to the report.

Councilor Callaghan said the agreement should have more information that relates to termination, dispute resolution clause, liabilities and indemnification, expectations on reporting. He said he would like to see the employment agreement with conditions of compensation in it, and all of the restrictions. He said it should say somewhere what this position's work schedule will be. He said there should be a clause that defines the City's oversight rights.

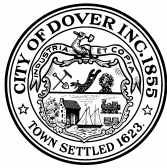
Mr. Dargan said that was all good information. He said they expect the person to work 40 hours a week, five 8-hour days.

Councilor Cheney said she would like to see a legal opinion on this contract.

Mayor Myers referred to the \$85,000 in the budget, and said it was not entirely for the salary, but for the function of the position and office.

Councilor McCusker said he thought of this position as the point person for a network. He said the position will have goals and objectives, but they were ever-changing and difficult to track.

Mayor Myers said DBIDA's role has changed. He said the City doesn't have a lot of available land. He spoke on Councilor Callaghan's issue of getting five new businesses. He said Walgreens came to Dover and didn't come to the City Hall until it was time to get a building permit. He said the big chains do all their own research and the City won't know they are interested in coming to Dover until they are ready to start building and come to the City with specifics. He said the City doesn't control the economy, available space, what type of industry is coming in on property the City doesn't own. He said it is possible to talk about jobs created, and how much the tax base was expanded. He said equally important is how many jobs were retained, companies staying in Dover. He said the Council should ask this person to do these things, but also to bring their expertise to add things. He said the City needs a needs analysis and an inventory of available space. This person can do all this and more.



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Councilor Callaghan said he wants the numbers in the Strategic Plan. He said the Employee Contract would entail what the job really is. He said the reason why he brought up the age issue is not because he wants to hire an older person or set the age group. He said a single person is going to leave as soon as he has some experience and go to a town that offers benefits. He said he is assuming that someone looking really good on their resume has several years of experience.

Councilor Cheney said the resolution is authorizing this person to sign for a three-year funded commitment. She said the Council needs to know the obligation because it will be a different City Council at that time. She said it was \$500,000 that the Council was committing to. She said she needs to see the employment agreement and have it approved by the legal department. She asked if the Economic Development Director could have a permanent spot on the Agenda for City Council meetings to speak if he wanted to, similar to the City Manager's Report and Mayor's Report.

Mayor Myers asked Councilor Callaghan if he could offer any specifics at this point to what he wanted to see clarified, because he felt they were too vague or broad.

Councilor Callaghan referred to Page 3, Dover Economic Discussion, dated March 19, 2008. He said he would like to see percentages of the items listed there to set goals and objectives. He referred to Page 6, Opportunity for Economic Development Activity. He asked why this wasn't done before hiring someone, so the City knows we really do have something to sell.

Mr. Dargan said he doesn't see anyone being able to predict all of those.

City Manager Joyal asked Councilor Callaghan if he wanted the reports to show where the City is at today and then report on trends to what is happening. He said that is what the Economic Development Director would do.

Councilor Callaghan said it needs to be in the employment agreement or it needs to be in how the employee is going to be measured.

Mr. Dargan said DBIDA doesn't want to pigeonhole this employee. He said the Board is hoping to hire someone with experience, and doesn't want to tell them what the Board expects them to do when they have a whole wealth of knowledge, more than the Board, of what can be done.

Councilor Callaghan said he is sensing reluctance to set quantifiable numbers.

City Manager Joyal said to get the numbers that Councilor Callaghan wants is part of what the Economic Development Director job will entail, and also to explain the successes and failures of changes to the Council.

Mr. Gottlob said this is a large task and beyond a volunteer board. He said this position will be involved with the community, and will have to convince not only the Council and Board, but the City that this is successful.

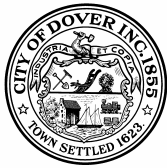
Councilor Cheney said there might have to be some "at will" clause. She commended some of the writing in the Strategic Action Plan and referred the Council to it.

Ms. Sawyer asked Councilor Callaghan, if the Board put in the employment agreement that one of the first actions of the Economic Development Director is to put quantifiable numbers on those items he wanted, would that satisfy his concerns?

Councilor Callaghan said that was what he was asking for.

Mayor Myers said he doesn't think DBIDA will be able to hire someone without City benefits.

City Manager Joyal gave a summary of what the Council needs from the Board. He said Councilor Cheney wants to add a provision that the employment agreement be approved by the Council. Councilor Cheney also mentioned she wants an item on the Agenda for an Economic



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Development Report. Councilor Callaghan wants a baseline of data and a report on changes to that data incorporated into the job requirements. Councilor Cheney wanted a legal opinion on the City doing the administrative services. Councilor Cheney wanted an “at will” clause in the contract. Councilor Cheney wanted the City Attorney to review the contract.

3. DOVER ENERGY COMMITTEE ORDINANCE

Mayor Myers said they brought this to a workshop discussion because some councilors had concerns with this Ordinance. He thanked members of the former committee for being present: Eric Steltzer, Elizabeth Goldman, and Dona Layton.

Councilor Trefethen referred the Council to the handout. He said he took the Ordinance as it was last written and updated some of the wording. He said the biggest change is under Section A, which is basically creating the Committee for three years, and at that time the Council can vote to renew or make permanent. He said he was trying to clarify that the Committee will be making recommendations. He said he spoke with Councilor Weston and without putting words in her mouth, she agreed to the three-year term.

Councilor Cheney said the three-year term was more agreeable.

Councilor McCusker said he didn't agree with the three-year term. He said they have specific interests and expertise in this area, and to restrict it to three years seemed probationary.

Mr. Steltzer said he has looked into the background of other energy committees in the State and doesn't know of any with a sunset clause. He said that he also noted that other communities are looking at how many committees they have and what efforts they can take to combine committees with similar purposes. He said energy issues are not going to go away and will continue to need action. He said the original ordinance didn't have a purpose, and that would be a great addition to help solidify this committee.

Ms. Goldman asked if the Council could disband the Committee if they were deemed not valuable.

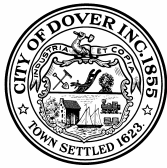
Mayor Myers said that was correct.

Ms. Goldman said that would be preferable to setting a time limit on this work. She referred to Item C.2., “when asked to do so by those other bodies,” and said that could create a situation, if interpreted narrowly, that the Energy Committee's interaction with other committees would be at their discretion, rather than something that could be initiated by the other committees. She referred to C.1., “assist and create recommendations,” and said she would simply say “offer recommendations” to the City's energy policies.

Councilor DeDe said the Ordinance actually gives a purpose, “assist and create recommendations for the City's energy policy and procedures to help develop energy efficiency in renewable energy products, to reduce greenhouse gas emissions, and to help protect the City from fluctuations in future energy costs.” He said he recently asked about the terms for a committee versus a commission, and was told that a committee is usually for a limited term while a commission is long term. He said that after the three-year term the Council at that time would entertain a new ordinance establishing the committee as a commission.

Councilor Scott asked if it was the Committee's intention to hire a consultant.

Mr. Steltzer said the Committee's intention was to limit greenhouse gas emissions and help reduce greenhouse gas emissions from an environmental aspect, and from an economic aspect



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to save money with energy costs. He said the need to hire a consultant would depend on the situation. He said the Council has supported consultants in the past.

Councilor Scott asked if there was anybody on the Committee that he would consider a qualified energy consultant that would do this for Dover at no cost.

Mr. Steltzer said he didn't know of anybody on the committee that was specifically an energy consultant. He said the people on the committee have experience with the Open Lands Committee, the development side of green building, the scientific background, and the energy policy background.

Mayor Myers asked the City Manager if the Council could pass an ordinance that would go off the books in three years.

City Manager Joyal said the Council could pass an ordinance that would sunset, but he didn't think it would automatically come off the books. He said it would have a date, and will be in the Ordinances until it is removed. He suggested that the Council then can do it as a resolution.

Councilor Callaghan said he liked the original resolution for membership, because he felt the staggered terms are helpful. He referred the Council to his handout, which referred to his phone conversation with Dona Layton. His went over his list with the Council.

Mayor Myers discussed Councilor Callaghan's handout. He said the Committee is made up of volunteers, and didn't have the time or equipment to do energy audits. He said he would also be concerned about liability.

Councilor Callaghan agreed with the Mayor's concerns.

Councilor Cheney said she doesn't have an objection to the limit to the administrative code. She said people are worried about spending money on these types of activities. She said she asked for the baseline measurements for energy use in the City.

Councilor Trefethen said he was leaving it purposely broad. He said he doesn't support the "shall nots."

Mayor Myers went down the list. He said no to #1, #3, #4, #5. He said the "shall nots" are not needed if the Council didn't give them the authority.

Mr. Steltzer said he liked the name Dover Energy Advisory Committee. He said they definitely wanted to work in an advisory capacity. He said by leaving the purpose broad it allows the Committee to change with the times. He said he agreed with the Mayor that the Committee should not do audits. He said he did agree with Councilor Callaghan regarding education and outreach to the community.

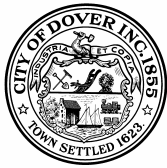
Ms. Goldman said adding the outreach would be good. She said the first year of the previous committee's work was to create an inventory of assets. She said the Committee can now speak to the City about the energy footprint of the City, and people can then be in the position to set measurable goals.

Councilor Callaghan asked Mr. Steltzer about the outreach training, and at what level he saw the Committee performing training.

Mr. Steltzer said it is an education campaign to the community and the municipality. He said they don't know the level, and they might find that they are overwhelmed. He hopes the businesses understand that they are a volunteer board.

Ms. Layton said the outreach aspect will evolve over time. She said she envisions it as workshops open to the public right now.

Mayor Myers asked where the Council wanted to go from here.



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Councilor Trefethen said on his wording, he would add Section C.3. and put in the educational outreach aspect there.

Mayor Myers said it should be referred to another reading and public hearing.

Councilor Callaghan said he would like to reword some of the Ordinance to get some balance.

Mayor Myers said there seemed to be a consensus with Councilor Trefethen's proposal. Mayor Myers asked the Council if there was a consensus to have the Ordinance sunset after three years.

Consensus Vote: 5/2.

City Attorney Krans asked Mayor Myers; if there is a time limit does the Council want it to be a resolution instead of an ordinance? City Attorney Krans said the reason for the ordinance is to make it more permanent. He said the Council should pick either a permanent committee by ordinance or a three-year ad-hoc committee by resolution.

Councilor Callaghan said he was in favor of making it permanent.

Councilor Cheney said she would support it being a resolution.

Councilor DeDe said he would support it as a resolution.

Councilor Scott said he would support a resolution.

Councilor McCusker said in the spirit of compromise he was willing to go with a resolution.

Mayor Myers said he would still like to refer this to another reading and public hearing as a resolution. He said it seems to be the consensus to do this as a resolution for three years.

City Manager Joyal asked if they wanted it on the agenda as a public hearing, or referred to public hearing.

Mayor Myers said to put it on the agenda to be referred to a public hearing on August 12, 2008.

Councilor Cheney thanked the members for their patience.

4. ENERGY SERVICES PERFORMANCE CONTRACTING OVERVIEW

City Manager Joyal referred the Council to the items he sent to them. He discussed the article that described what energy performance contracting entails. He said the School Department switched to UNICO and does not want to proceed with the performance contract. He said the City will be entering into this contract alone.

Councilor Cheney said they also will provide training and engineering.

City Manager Joyal said that would be with ESCO.

Councilor Cheney asked if that would be who the City uses.

City Manager Joyal said American Development Inc. (ADI) is the City's representative, and the City will be finalizing a contract with ESCO for the July 23, 2008 Agenda.

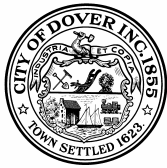
Councilor Cheney asked what would happen if rates drop.

City Manager Joyal said some have rate adjustments, where they look at consumption. The City doesn't realize the benefits if the rates go down.

Councilor Cheney said the City is spending the savings.

City Manager Joyal said that was correct, but the City wasn't going to realize the savings unless the money is spent. He said this opportunity lets the City improve buildings with funds it didn't have available. He said the City is making these improvements without having to sacrifice something else in the budget. He said this is a guaranteed period of 10 years.

Councilor Cheney asked the City Manager if he had implemented the time period for debt repayment to coincide with the guarantee period. She asked if the contract for the City that had



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just ended for 10 years was also the guaranteed period. She also asked; the City didn't realize a savings in the previous contract and the company paid back the City?

City Manager Joyal said the guaranteed period was ten years, and did coincide with the contract period. He said the City is getting a guaranteed contract for ten years that says the energy improvements that they put in will generate savings in a payback within the same 10 year period. He said the City is financing those improvements with the savings from those improvements.

Councilor Cheney asked again why the City didn't realize the savings last time.

City Manager Joyal said it was for two reasons. First, he said they had no technical representatives that were experienced in the energy performance contracting when the City went into that process 11 years ago. He said it was also relatively new and it was a smaller company that the City entered into a contract with, and as a result he felt there was some engineering that wasn't done the way it could have been done. The bottom line is the City didn't have that risk, the contracting company did.

Councilor Cheney asked about the information for past years, the figures that she felt the Council needed.

City Manager Joyal said all that information was in the Energy Report that was provided to the Council in April, 2008. He said the City has very consistent energy patterns. He referred to his handouts and discussed the figures in them.

Councilor McCusker asked if the contract has the ability to have a performance bond.

City Manager Joyal said that was essentially what it is. He said it does have a financial guarantee behind it. He said he will have a presentation next week where the vendor will explain the investment grade audit. He said the performance contract will come back before the Council, and that is when they will see the performance guarantee.

Councilor Scott asked who the City used before and how much was paid to them.

City Manager Joyal said the company was Landis and Gyr, and they were bought out by Siemens. He said over the course of ten years they paid the City \$400,000 in rebates.

Councilor Scott asked if the City Manager was going to go out to bid with other companies.

City Manager Joyal said this has already gone out to bid. He said they received three bids from Energy Services Companies; Seimens, Johnson Controls, and Ameresco.

Councilor Scott asked what the scoping audit cost.

City Manager Joyal said it cost \$65,000, including the school, of which \$50,000 was grant funded and the remaining amount was out of the contingency fund. He said the vendor will be present at the July 23, 2008 meeting to answer questions.

Councilor Cheney asked if the Council will be voting on this next week.

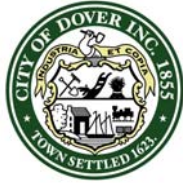
City Manager Joyal said he would be asking for a vote to authorize the City Manager to enter into a Letter of Intent with the recommended company to proceed with an investment grade audit.

Councilor Cheney made a motion to suspend the rules to extend the workshop past 10:30 pm. The motion was not seconded.

5. ADJOURN

Councilor Trefethen made a motion to adjourn; seconded by Councilor McCusker.

Vote: 7/0.



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1. MOMENT OF SILENCE

2. PLEDGE OF ALLEGIANCE

Councilor Weston led the Pledge of Allegiance.

3. ROLL CALL

Present: Mayor Myers, Councilors Callaghan, Cheney, Dede, McCusker, Scott, Weston.

Also Present: City Manager Joyal, City Attorney Krans, and City Clerk Lavertu.

Councilor Cheney filled in as Deputy Mayor.

Absent: Councilor Trefethen

Vacancy: Ward 1 Councilor

4. PROCLAMATIONS – AWARDS

Mayor Myers read the proclamation for George Bandouveres into the record and presented it to Councilor Weston and her family.

Councilor Weston read a brief statement to the Council.

5. APPROVAL OF AGENDA

Mayor Myers asked the Council if they had any changes to the Agenda.

Councilor DeDe asked to add the Solid Waste Advisory Committee Report to the Consent Calendar.

Councilor Cheney made a motion to substitute in whole 12.C.3. She referred the Council to the substitution on their desks.

Mayor Myers also added the Appointment Committee Report to the Consent Calendar.

Councilor Callaghan made a motion to accept the Agenda with the changes; seconded by Councilor Weston.

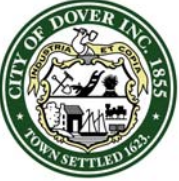
Vote: 7/0.

6. CITIZEN'S FORUM

Citizens are invited to speak on any issue pertaining to the business of the City of Dover.

Statements shall be limited to five minutes.

Jillian Lurvey, 12 Cedarbrook Drive: She said she was 11 years old. She referred the Council to her street where there are many children who play outside. She said there are around 25 houses on the street and one is an at-home child care center. She said the reason she was present was to ask the Council for a "Slow, Children" sign at the end of Cedarbrook Drive, to make it safer. She said there was once a sign, but since the road was repaved it was never replaced. She presented the Council with a petition, which was signed by her neighbors on the street for the sign to be replaced.

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Mayor Myers thanked Jillian Lurvey and said he will follow up with the Transportation Advisory Committee on this issue.

Edward Bleiler, 28 Isaac Lucas Circle: He told the Council to tell Doug Steele to put up a sign tomorrow morning, and stop the bureaucracy. He said he had to jump through hoops to get the Agenda for this meeting. He said he read the figures provided to the Council by the City Manager on July 9, 2008 indicating the end of the year's budget. He said the report shows that the City collected \$1 million more in revenues and spent \$800,000 less in expenditures, making \$1.8 million in surplus. He asked why the City Manager takes away the motherhood from the citizens of Dover, meaning taking away the Teen Center and the Jenny Thompson Pool. He asked why the doom and gloom from Councilor McCusker when the City has a huge surplus. He asked why the citizens have to be told that the City has to cut services. He asked why the City Manager wasn't aware of these surplus funds. He said it was time for the Council to obtain an explanation from the City Manager. He said he was willing to be corrected if his statements were incorrect. He spoke on the recent cable bills he has been receiving, and being charged a franchise fee of 3.3%, which is more than the 2.75% that he understood the contract called for. In addition, Comcast is depriving the people of the religious channel, as well as Channel 57 and 58, requiring some people to purchase a special box to get these channels. He felt that Comcast should not use their 10-year monopoly to extract additional funds from those that they serve in Dover, and that an explanation is deserved to the citizens of Dover. He spoke on road maintenance and said he noticed that Middle Road, Back Road, and Isaac Lucas Circle are beginning to fall apart in very rapid fashion. He said it was due to lack of maintenance. He said these roads were rebuilt within the last five years, and if something isn't done in the very near future they will have to be rebuilt again. He said it was his suggestion that some of the surplus money goes towards crack sealing those roads to preserve them for the future. He spoke on the report that he requested from the City Manager on the repairs to the Butterfield Gym. He said the citizens have not been made aware of the total costs. He again requested this report from the City Manager as soon as possible. He spoke on the parking for the Children's Museum, which opened this week, and asked how many spaces are reserved for the Children's Museum.

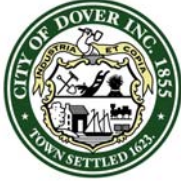
Mayor Myers, seeing no one else wishing to speak, closed the Citizen's Forum.

7. PUBLIC HEARINGS

- A. RESOLUTIONS: NONE
- B. ORDINANCES: NONE

8. CITY MANAGER'S REPORT

City Manager Joyal said the Whittier Street Bridge has been closed this week to finish up the repairs to the deck on Whittier Street, and should be done by the end of the week. He said they will be coming back because he needs a piece of equipment that allows the workers to get underneath the bridge. He said he expects there will be another closure in a few weeks. He said the weight restrictions are still in effect, but maintained that the bridge is still safe to use. He said they were just trying to preserve the bridge another four years, when he hopes to get



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funding from the State to replace it. He spoke of Channel 22, Dover's Cable Access Channel, and the need for a part-time camera operator. He said he received notice today from the Department of Justice that they have received budget clearance, which means the City has received approval on what we plan to do with the money, however, there are still more layers of approval to go through, but the City should receive final notice in a few weeks. He said in the meantime the Teen Center is open. He referred to the comments made during the Citizen's Forum. He told Ms. Lurvey that he will forward the sign request to the Transportation Advisory Commission, and he doesn't expect there to be a problem in having the sign replaced. He spoke on the surplus that appears to exist, and said he explained that at the last meeting. He said he would defer to the Council on whether they wanted him to explain it again. He spoke on the Comcast contract and said the renewal agreement allows for 3% increase on gross revenues. He said the City performs an auditing process at the end of the calendar year to make sure the residents are being billed properly. He said the City has no control over what is broadcast. He said Federal law trumps much of the local control in regulating rates and channels. He said he addressed the issue of the repairs to the Butterfield Building last week, and he doesn't have a final bill from the contractor. He said he would get that information out as soon as he does get it. He said there is a provision in the Children's Museum contract that allows parking in the Henry Law Parking Lot. He said the Henry Law Trust says that the parking is to be used for Henry Law Park and for building facilities, which includes the gym building, pool and anyone using the park.

Mayor Myers asked the Council if they had any questions.

Councilor Callaghan referred to Page 2 of 2, Specialized Legal Counsel, \$62,220.07. He asked the City Manager what that meant.

City Manager Joyal said it was an internal review that he conducts as part of his evaluation of legal services. He said they are trying to bring more work in house, and only sending out specialized legal work.

Councilor Scott said he has received calls about Comcast requiring the citizens to pay something additional for three channels. He asked the City Manager to look into it to see what can be done. He said calling it a federal problem was ducking the issue. He asked why the Agenda was different this week on the website.

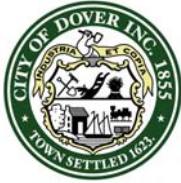
City Manager Joyal said to Councilor Scott that he wasn't trying to duck the issue, but the situation is that the federal law trumps the ability of cities and towns to control many activities of the cable system. He said the Council can petition the federal legislators to take a position on this issue. He also said he could invite Comcast representatives to a Council meeting.

Councilor Scott said he understood the pressures on the City Manager, but felt that the City signed a 10-year contract with Comcast and should have some pressure that the City can bring to bear to say that this is unfair.

City Manager Joyal said there is a provision in the agreement for customer service issues, and the Council can request a Comcast representative to come to a public hearing and address those issues.

Councilor Scott said that would be good idea.

City Manager Joyal referred to the agenda process, and noted that we are going through a streamlining process. He said when you click on "Agenda" it brings you to the list of City Council meetings. Pick the meeting you want and you get the agenda packet, which you can download onto your computer. He said he was trying to eliminate the duplication of producing



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several different documents. He said the intent was to make it user friendly by bringing everything to one place and one file.

Councilor Callaghan said he thought it was a good idea to have a Comcast representative come to a meeting. He said he would be asking them why the changes are being made now, when the federal regulations don't go into effect until next year. He said there is a government agency that allows citizens to get two converter boxes per street address.

Councilor Cheney said she also received calls about Comcast. She agreed with having a Comcast representative come to a meeting. She spoke on the Teen Center and asked if it was fully operational now with a full-time director.

City Manager Joyal said yes, it was now fully operational.

Councilor Cheney asked for a brief explanation on the surplus in the budget.

City Manager Joyal said he didn't have the numbers in front of him. He said the numbers provided in his report were as of July 1, and not all of the transactions have been posted. He said the numbers were operation expenses, compared to operative non-tax revenues. He said the difference is not the number that is going to be rolled over into the General Fund, but he does expect it to be a positive amount. He said the actual surplus number should be available in a few months to the Council, and that also might change after the audit is completed in December.

Councilor Weston spoke on the parking at the pool and the need to reserve some spaces.

City Manager Joyal said Sergeant Spiedel and Bruce Woodruff are looking into it.

Councilor Scott asked if the report on the surplus could be available in August.

City Manager Joyal said he would let the Council know as soon as he gets the numbers.

Councilor Callaghan made a motion to accept the City Manager's Report; seconded by Councilor DeDe.

Vote: 7/0.

9. MINUTES

A. MINUTES FROM – JULY 9, 2008

Councilor Cheney made a motion to approve the minutes; seconded by Councilor DeDe.

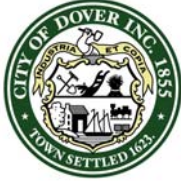
Vote: 7/0.

10. MAYOR'S REPORT

He said he had the honor of going over to WTSN to be with Paul LeBlanc on his final broadcast. He said he did a few ribbon cuttings for the Dover Chamber of Commerce. He said most of the Council took a tour last week of the Children's Museum. He said it was fantastic. He said he felt it was going to be a wonderful addition to the community. He thanked Superintendent O'Connor for the tour of the new Dover School SAU offices. He said he felt the renovations were great and should support their needs for many years to come.

Councilor DeDe made a motion to accept the Mayor's Report; seconded by Councilor Callaghan.

Vote: 7/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

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Meeting Time: **7:00pm**

11. UNFINISHED BUSINESS

- A. ORDINANCES IN THE 2ND READING - NONE
- B. ORDINANCES IN THE 3RD READING - NONE
- C. RESOLUTIONS - NONE

12. NEW BUSINESS

- A. CONSENT CALENDAR
 - 1. TAG PERMIT – GREAT BAY FIGURE SKATE CLUB
 - 2. PARADE -- DOVER YOUTH TO YOUTH
 - 3. PARADE – ST. JOHN'S METHODIST CHURCH
 - 4. **RESOLUTION RE: APPOINTMENT OF WARD 1 MODERATOR**
SPONSORED BY MAYOR MYERS BY REQUEST
 - 5. **RESOLUTION RE: BOOK AND MEDIA PURCHASE FOR LIBRARY**
SPONSORED BY MAYOR MYERS BY REQUEST
 - 6. **RESOLUTION RE: WILLAND POND EDUCATION**
SPONSORED BY COUNCILOR CALLAGHAN
 - 7. **RESOLUTION RE: WILLAND POND ENGINEERING STUDY B08063**
SPONSORED BY COUNCILOR CALLAGHAN

COMMITTEE REPORTS

- | | |
|---|--|
| 1. Appointments Committee | 8. City / School Joint Service Committee |
| 2. Arena Committee | 9. Solid Waste Advisory Committee |
| 3. Arts Commission | 10. Transportation Advisory Committee |
| 4. McConnell Center Committee | 11. Joint Building Committee |
| 5. Planning Board – submitted | 12. Recreation Advisory Board |
| 6. Cable Franchise Negotiations Committee | 13. COAST Bus |
| 7. School Board Liaison | |

Councilor Cheney made a motion to adopt the Consent Calendar; seconded by Councilor Weston.

Mayor Myers asked the Council if they had any items they would like pulled for further discussion.

Mayor Myers said he would like to pull the Appointments Committee Report.

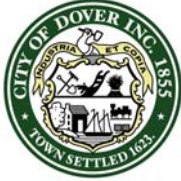
Mayor Myers asked for a roll call vote on the remaining items of the Consent Calendar.

Roll Call Vote: 7/0.

Councilor DeDe asked to pull the Solid Waste Advisory Committee Report.

Mayor Myers said it was the consensus of the Council to allow that.

Mayor Myers said the Appointments Committee met on July 9, 2008 and unanimously supported the reinstatement of the following members: Martin Sullivan, Arena Commission; Jeffrey Johnson, Arts Commission; James O'Neill, Economic Loan Review Committee; Richard Thorpe, Recreation Advisory Board; Frank Lanford, Zoning Board of Adjustment; Earle Goodwin, Trustee of the Trust Fund; Gary Gilmore, Solid Waste Advisory Committee; Robert Carrier, Recreation Advisory Board; Harvey Turner; Arts Commission.



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Councilor Cheney made a motion to accept the Appointments Committee Report; seconded by Councilor Callaghan.

Vote: 7/0.

Councilor DeDe read the report on the Solid Waste Committee and the new practices at the Recycling Center into the record.

Councilor DeDe made a motion to accept the Solid Waste Committee Report; seconded by Councilor Cheney.

Mayor Myers said for clarification that accepting the Report did not mean acceptance of the new rates, which will come before the Council in a resolution.

Vote: 7/0.

B. RESOLUTIONS

1. RESOLUTION RE: ENERGY PERFORMANCE CONTRACT

SPONSORED BY MAYOR MYERS BY REQUEST

Councilor Cheney moved for its adoption; seconded by Councilor DeDe.

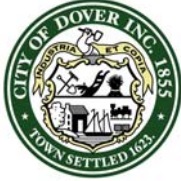
City Manager Joyal said this was following up on the Workshop from last week. He said he had representatives attending from American Development Inc. (ADI), which is the consulting firm that the City has engaged to represent the City's interest in the RFP process. He said John Rizzo will explain to the Council what his firm is assisting the City with, and the process that brought us to this point. He said he would also like to introduce Jim Cotton from Johnson Controls, to basically advise the Council what the proposal is that he is asking the Council to authorize.

Mr. Rizzo, President of ADI, said the City hired his firm a few months ago. He said he had his engineers go through all of the City and School facilities to evaluate whether performance contracting was something the City should entertain. He said the evaluation came up with a project size of roughly \$2.3 million, of which \$1.5 million was for the City. He said they developed a request for proposals, and on May 21, 2008 the request for proposals was advertised. On June 21, 2008 they had a walk through with five vendors. On June 30, 2008 they had three vendors who responded to the request for proposals. On July 14, 2008 those three vendors were evaluated based on their proposals and interviewed. He said Johnson Controls was selected. He said Johnson Controls' first step will be to do an in-depth audit of all the facilities, and come back to the Council in a few months with a performance contract.

Councilor Callaghan asked if the audit would cost the City money if the City did not enter into a performance contract.

Mr. Rizzo said it would cost \$0.05 per square foot, which is a relatively low price. He said it would prevent the City from using their findings without using Johnson Controls. He said it works out to be \$25,000.

Councilor Callaghan asked what happens if Johnson Controls decides that it doesn't want to work with the City.



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Mr. Rizzo said that ADI is working for the City and they are going to evaluate Johnson Controls. He said ADI's initial walk through eliminates the risk that they won't go through with it.

Councilor Callaghan asked if the City was still responsible for the money if that were to happen.

Mr. Rizzo said that has not happened, but he felt if they walked away that the City wouldn't have to pay.

Councilor Cheney said this Resolution states that the City is going to get a formal detailed energy contract afterwards. She asked if that was the contract that the City will enter into with Energy Supplier Company (ESCO).

Mr. Rizzo said it was two different contracts. One is for the detailed energy audit, and then once that is completed the City will enter into an Energy Services Agreement. He said there was an Energy Audit Contract that will take a few weeks to develop. This Resolution allows a letter of intent to proceed.

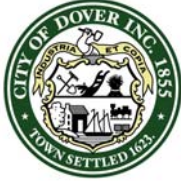
City Manager Joyal said the Council, by authorizing a letter of intent, is allowing the potential expenditure of \$25,000 if the Council decides the guarantee is not good enough. He said a decision will be made by the Council after the investment grade audit is done and the recommendations from that are assembled. He said a separate contract will be developed at that time.

Councilor Cheney said the City did get some energy savings measures from the regular audit completed by ADI. She said the Council didn't finish going through the documents from ADI and what these different contracts entail. She said she was having difficulty supporting going ahead with another audit, when the City already has something to work with. She said she would like to have more information.

City Manager Joyal said the City is looking at an opportunity, with Mr. Rizzo's expertise in this field, to engage a company to come in and do an engineering audit of all the City's facilities and identify where energy can be saved. He said in order to save money, the City needs to spend money to improve facilities and equipment. He said that once the audit is completed and they come up with their list of recommendations, we will go through that list and decide which ones are feasible, which ones have sufficient payback, and which ones benefit the City. At that point a performance contract will be assembled. He said that will come to the Council. He said the contract includes the guarantee that those savings will be realized, and the financing is part of that contract. He said it could be done with a lease arrangement with Johnson Controls, an entity that they work with, the City could do it through bonding, or the City could do it with an appropriation with funds that are on hand. He said there were many different ways to fund the project. He said the City needs to know where the measures are going to be implemented.

Councilor Cheney said this was a 10-year contract and a lot of things could happen. She wanted more information on what happened with the last contract, and what the City saw for savings. She said the City has a few suggestions in the current audit and the market is volatile now. She spoke on the issue of a floor rate that protects the ESCO if utility rates drop during the contract term.

City Manager Joyal said the bottom line is if this contract is done correctly an energy performance contract can guarantee that if the City does certain things, they will pay for themselves and the City will save energy.



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Mayor Myers asked Mr. Rizzo how long he had been in this business.

Mr. Rizzo said he has been in this business since 1986.

Mayor Myers asked Mr. Rizzo how long ADI stays with the City going through the complete audit that Johnson Controls will be doing.

Mr. Rizzo said they are involved all the way through, up until the first year of construction, and on a quarterly basis after construction. He said ADI is there until the City says they don't need help anymore. He said the energy audit by Johnson Controls costs \$25,000, but has a \$75,000 value.

Councilor Scott asked how the fluctuations of energy costs enter into this contract.

Mr. Rizzo said if energy costs go done, the City wouldn't be in an over budget problem. The guarantee is based on stipulated rates. He said the benefit of the lower cost does not go to Johnson Controls.

Councilor Scott asked Mr. Rizzo what he considered a good target for a return on the City's investment.

Mr. Rizzo said in aggregate with all the difference conservation measures it would have to be 8 years in order to be financed. He said Johnson Controls will list that and the Council can select which measures the City wants.

Councilor DeDe said the questions he was hearing were premature speculation. He said this Resolution was to potentially spend \$25,000 for Johnson Controls to initiate an investment grade audit. He said it was appropriate to be concerned about the future contract, but not tonight.

City Manager Joyal introduced Jim Cotton from Johnson Controls. He referred the Council to the handouts that Mr. Cotton will walk them through.

Mr. Cotton thanked the Council. He first wanted to address Councilor Callaghan's concern, that if Johnson Controls decides that it isn't worth it to proceed, then there will be no cost to the City of Dover. He introduced himself as the Regional Manager for Johnson Controls. He introduced Brad Parsons, Account Executive. He asked Mr. Parsons to give his presentation and said they were available to answer questions. Mr. Parsons made his presentation to the Council.

Mr. Cotton said Johnson Controls has engineers that will make recommendations to the City that will guarantee a reduction in kilowatts hours, therms of gas, and gallons of oil consumption.

Councilor Scott said he wanted to compliment the City Manager on the selection of Johnson Controls. He referred Mr. Cotton to Page 4, a list of City facilities, and asked him to rate them as to which ones have the most potential.

Mr. Cotton said that was identified in the RFP document that was issued.

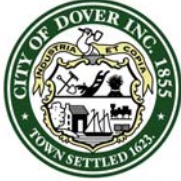
Councilor Scott said he felt that the Ice Arena was number 1, Wastewater was number 2, and the indoor pool was number 3.

Mr. Cotton agreed. He said after that it was based on the square footage of the building and times of operations.

Councilor Scott asked if the first three represented half of the savings.

Mr. Cotton agreed.

Councilor Scott said that since we are in a recession that might last a long time, that the City consider doing half and see what results the City gets.



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Mr. Cotton said it was better to look at the broad scope of buildings and aggregate savings. He said the audit will have line by line, building by building, recommendations. Mayor Myers asked Mr. Cotton, if Johnson Controls recommends 20 changes to City Hall and only 14 make sense to do because of the payback, then will that become the scope of the final contract?

Mr. Cotton said that was correct.

Councilor Cheney said she still had concerns. She said the brief audit that was completed has return on investments listed already. She doesn't know if the \$25,000 was in the budget. She wanted to review the City's current usage. She said the money back guarantee thing just sounds too good. She asked if there was a guarantee if the price went down.

Mr. Cotton said Johnson Controls guarantees a reduction of consumable units. He said that consumption has a current commodity price. He said that is built into the contract, to get an idea of cash flow for the job.

City Manager Joyal said the Council can stipulate the rate. He said that analysis can be done after the audit is completed and they look at the measures.

Councilor Callaghan said he is convinced that this is a good idea. He understood Councilor DeDe's comments of it just being a \$25,000 audit, but he felt the Council needed to see the performance contract.

City Manager Joyal said the Council will see the audit in 60-90 days, and the Council won't see the contract until the audit is completed.

Councilor Callaghan said there must be a boiler plate or generic contract to look at first. Councilor Weston said her understanding is is that this Resolution was just for the audit and she fully supports it. She said the audit has to be completed before a performance contract.

Councilor DeDe read the last whereas in the Resolution, "This \$25,000 will only be paid if the City Council decides, after reviewing the audit, not to proceed with a performance contract."

Councilor Scott said he was enthusiastic about doing something. He said he agreed with Councilor Callaghan that the Council should see the template contract.

Mayor Myers said we have a representative working for the City on contracts. They have \$2.86 billion in energy guarantees. He said the worst case scenario is the City pays \$25,000 to have an investment grade audit done on 14 buildings, where the City's staff could do the upgrades. He said he is looking at the bigger picture and he supports this Resolution.

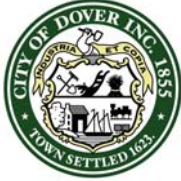
Councilor Cheney said she would like to know more about the contract and bonding. She made a motion to table this Resolution for two weeks; seconded by Councilor Scott. Vote: 3/4; Failed. Councilors Callaghan, Cheney, and Scott voted in favor.

Councilor Cheney said she would not support this tonight.

Mr. Rizzo said the boiler plate contract would not help, because it is very complicated and time consuming.

Councilor Callaghan said there must be general terms and conditions.

Mr. Cotton said the boiler plate contract doesn't get into the guarantees, because that is built for each project. He said the Council would be disappointed with the boiler plate contract.



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Councilor Scott said he would vote no tonight. He said the Council moves too quickly without understanding, and as a result Dover has the highest bonded debt in the State. Councilor McCusker thanked the presenters and said he appreciated their time. He said he felt confident with Mr. Rizzo's representation for the City. Mayor Myers asked for a Roll Call Vote on the Resolution. Vote: 4/3; Passed. Councilors Callaghan, Cheney, and Scott opposed.

2. RESOLUTION RE: RELEASE OF CITY ATTORNEY CORRESPONDENCE JULY 9, 2008 SPONSORED BY COUNCILOR CALLAGHAN

Councilor Callaghan moved for its adoption; seconded by Councilor Cheney. Councilor Callaghan said he wanted the letter released, because he believed the information in the letter could be important to several other people. He referred to the background information he gave the Council, and that some of it was not put on the Resolution. He said it explained that this information can be useful to all people who serve on boards and commissions. He said he didn't see any reason to keep the letter confidential. He asked the City Manager why the language was omitted in the Resolution.

City Manager Joyal asked the City Attorney to answer the question.

City Attorney Krans said a confidential document is confidential until the Council decides to release it. He said the proper way to refer to the document is by date and not by what is contained in the document.

Councilor Callaghan said it was his opinion that it wasn't giving away information, and wished he had been contacted. He read the passage that was omitted.

Mayor Myers cautioned Councilor Callaghan not to mention the confidential document until the Resolution has been passed.

City Manager Joyal apologized to Councilor Callaghan, because he hadn't seen the Resolution before it went on the Agenda, but said he agreed with the City Attorney. Councilor DeDe asked the City Attorney to comment on the appropriateness of releasing this information.

City Attorney Krans said he didn't have a problem with the Council releasing it, but he felt it could involve future litigation.

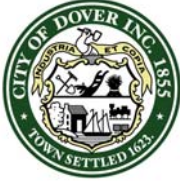
Councilor DeDe said he shared the City Attorney's opinion, and that this particular letter should remain confidential. He asked Councilor Callaghan if he consulted with the City Attorney before drafting the Resolution.

Councilor Callaghan said he had not.

Councilor McCusker said he did discuss the two lines he wanted to read into the record with the City Attorney.

Mayor Myers cautioned Councilor McCusker.

Councilor McCusker said the first line states at the beginning of the letter, before the body of the letter, "Confidential, subject to Attorney/Client privilege." The envelope that he had received the letter in is clearly stamped "Confidential." He said the two-page letter is watermarked with the Councilor's name on it. He also read the opinion of the City Attorney, the last line of the letter states, "I do not advise the release of this letter



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due to the potential of future litigation in this area.” He said he has no reason to doubt the City Attorney. He said he would not support this.

Councilor Scott said he was concerned about two things with this. First, he felt the City Attorney should not have the power above a Councilor to block a Resolution. Second, he said this Resolution refers to an RSA and he didn’t understand what was confidential about that. He said it referred to Section 8 of the New Hampshire Constitution.

Mayor Myers cautioned Councilor Scott.

Councilor Scott said he would support this Resolution.

Councilor Cheney said she would support this Resolution, because it is the right thing to do. She did a Resolution a few years ago that opinions not be marked confidential unless under 91.A. She read the explicit exceptions into the record. She called the Oversight Commission, and they were confused why there would be an opinion. She says the Council received an unsolicited opinion and were told not to release it because of a possibility of a lawsuit. She said she would be glad to support this.

Councilor DeDe said the Council once again could have Councilor Cheney reciting all these reasons why everything should be released, but the reality is when an Attorney gives information to a client that is automatically confidential. The Attorney does not have the right to expose that information. He said the Attorney/Client privilege trumps anything that Councilor Cheney said and has been brought up before to Councilor Cheney. He said her previous Resolution was passed unanimously, because only the Council as a body can release that information. He said the Attorney, who has more legal knowledge than anyone at this table, has said this one shouldn’t be released. He said as a responsible Council it behooves the Council to support the City Attorney’s position.

Councilor Weston said she reviewed this and she supports this Resolution.

Councilor Dede asked Councilor Weston if she had a chance to talk with the City Attorney on this issue.

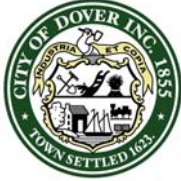
Councilor Weston said she hadn’t.

Councilor Dede made a motion to table the Resolution so Councilors who haven’t had a chance to talk with the City Attorney were able to do so; seconded by Councilor McCusker.

Mayor Myers asked for a vote on tabling the Resolution.

Vote: 3/4; Failed. Mayor Myers, Councilors DeDe, McCusker voted in favor.

Councilor Callaghan said he understood and agreed with Councilor DeDe that everything the City Attorney says to the Council should be confidential. He said he would hazard a guess that the City Manager has read the memo and he was not an addressee to the memo. He said the Council still has a need to discuss this and decide whether or not it is fair or just to keep it from the public, or if there is any harm done by releasing it. He said in this particular incident, referring to Councilor McCusker’s statement about the final sentence, he has an issue with that, because this was an unsolicited memo. He said the Council doesn’t have anywhere to go to talk about the contents of this letter. He asked if there should have been an Executive Session. He said the contents of the memo should not cause any harm and is of interest to the City’s boards and commissions.



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Councilor Cheney said it was very explicit in the law that he could not have held a Public Session [sic] to discuss this subject matter because it is not covered by 91.A. She said you cannot have a Public Session [sic] to discuss a law that is law. She said it should be public record. She said she supports this Resolution.

Mayor Myers asked for a Roll Call Vote on the Resolution.

Roll Call Vote: 4/3; Passed. Mayor Myers, Councilor DeDe and McCusker opposed.

3. RESOLUTION RE: COCHECO RIVER AND THE RIVER PROTECTION PROGRAM

SPONSORED BY COUNCILOR CALLAGHAN

Councilor Callaghan moved for its adoption; seconded by Councilor Scott. Councilor Callaghan said this Resolution was put forward as a request from Representative Tom Fargo. He said Mr. Fargo was told that it would be better if the community leaders adopt this process of being part of this management system group. He felt putting this committee together is going to be a positive thing for Dover. He said he felt it was something that the Council should support.

Mayor Myers said it seems like something to support on the surface. He asked the City Manager or City Attorney about the potential for any restrictions or obligations to abutters along the river.

City Manager Joyal said he sent out a fact sheet about it last week. He said his understanding of it is that there would not be any restrictions or obligations.

Mayor Myers asked if there would be any costs.

City Manager Joyal said there was a requirement of appointing someone.

Mayor Myers said it was an advisory committee and that's a great thing to do.

Vote: 7/0.

4. RESOLUTION RE: REPROGRAM CIP APPROPRIATION FROM HORNE ST SCHOOL PROJECT (TO BE REFERRED TO PUBLIC HEARING ON AUGUST 13, 2008)

SPONSORED BY MAYOR MYERS BY REQUEST

Councilor Cheney made a motion to refer this Resolution to a Public Hearing; seconded by Councilor Dede.

Vote: 7/0.

5. RESOLUTION RE: DOVER ENERGY ADVISORY COMMITTEE (TO BE REFERRED TO PUBLIC HEARING ON AUGUST 13, 2008)

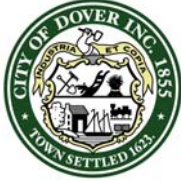
SPONSORED BY MAYOR MYERS BY REQUEST

Councilor Cheney made a motion to refer this Resolution to a Public Hearing; seconded by Councilor Dede.

Vote: 6/0. Councilor Callaghan was absent from the Council Chambers.

C. ORDINANCES IN 1ST READING -

1. ORDINANCE RE: CHAPTER 166 VEHICLES AND TRAFFIC (TO BE REFERRED TO



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PUBLIC HEARING ON AUGUST 13, 2008)

SPONSORED BY MAYOR MYERS BY REQUEST

Councilor Cheney made a motion to refer this Ordinance to a Public Hearing; seconded by Councilor Dede.

Vote: 6/0. Councilor Callaghan was absent from the Council Chambers.

2. ORDINANCE RE: CHAPTER 166 VEHICLES AND TRAFFIC NO PARKING AT ANYTIME (TO BE REFERRED TO PUBLIC HEARING ON AUGUST 13, 2008)

SPONSORED BY MAYOR MYERS BY REQUEST

Councilor Cheney made a motion to refer this Ordinance to a Public Hearing; seconded by Councilor Dede.

Mayor Myers said the Ordinance says it was sponsored by Councilor Trefethen by request.

Vote: 6/0. Councilor Callaghan was absent from the Council Chambers.

3. ORDINANCE RE: REZONING K-6 FROM ETP TO R-40 (TO BE REFERRED TO PUBLIC HEARING ON AUGUST 13, 2008)

SPONSORED BY COUNCILOR TREFETHEN AND COUNCILOR SCOTT

Councilor Cheney made a motion to refer this Ordinance to a Public Hearing; seconded by Councilor Dede.

Mayor Myers said there was a public hearing where all abutters were notified by certified mail. He said Councilor Trefethen would tell the Council that there were no controversies or concerns of any substance.

Vote: 6/0. Councilor Callaghan was absent from the Council Chambers.

4. ORDINANCE RE: RESTRICTING RESIDENTIAL USES IN THE B-3, O AND UMUD DISTRICTS (TO BE REFERRED TO PUBLIC HEARING ON AUGUST 13, 2008)

SPONSORED BY COUNCILOR TREFETHEN

Councilor Cheney made a motion to refer this Ordinance to a Public Hearing; seconded by Councilor Dede.

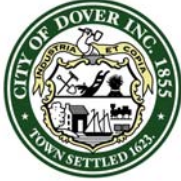
Vote: 7/0.

D. COUNCIL CORRESPONDENCE

LETTER FROM CLAUDETTE COLOKATHIS

Councilor Cheney made a motion to accept the letter and place it on file; seconded by Councilor Weston.

Vote: 7/0.



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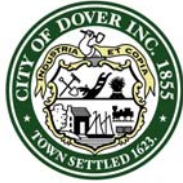
13. COUNCIL MATTERS OF INTEREST

Councilor Callaghan asked to refer the letter from Claudette Colokathis to the Transportation Advisory Committee.

Mayor Myers said he did distribute the letter through appropriate channels.

14. ADJOURN

Councilor Callaghan made a motion to adjourn at 10:00 pm; seconded by Councilor Weston.
Vote: 7/0.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.A.1.

Ordinance Number:
Ordinance Title: **O – 2008.07.23-6**
Chapter: Chapter 166, Vehicles and Traffic

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 166, entitled “Vehicles and Traffic” of the Code of the City of Dover, 1983.

2. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by inserting housekeeping changes throughout the entire Chapter 166

SEE ATTACHED ORDINANCE IN ITS ENTIRETY

3. TAKES EFFECT

This attached ordinance in its entirety shall take effect upon passage and publication of notice as required by RSA 47:18.

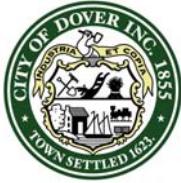
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By Request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.A.1.

Ordinance Number:
Ordinance Title: **O – 2008.07.23-6**
Chapter: Chapter 166, Vehicles and Traffic

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor, Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.A.1.

Ordinance Number:

Ordinance Title:

O – 2008.07.23-6

Chapter:

Chapter 166, Vehicles and Traffic

ORDINANCE BACKGROUND MATERIAL:

Numerous housekeeping changes were necessary throughout the entire attached Chapter 166. Items removed have been stricken through, and items to be incorporated are in bold.

VEHICLES AND TRAFFIC

CHAPTER 166

ARTICLE I GENERAL PROVISIONS

- 166-1. Definitions.**
- 166-2. Applicability.**
- 166-3. Installation of traffic control devices.**
- 166-4. Schedules; *and tables*, adoption of orders, rules and/or regulations.**

ARTICLE II TRAFFIC REGULATIONS

- 166-5. Travel Restrictions.**
- 166-6. One-way roadways designated.**
- 166-7. Turning restriction.**
- 166-8. Stop intersections.**
- 166-9. Yield intersections.**
- 166-10. Misuse of Vehicles**
- 166-11. Snow removal.**
- 166-12. (Reserved)**
- 166-13. (Reserved)**
- 166-14. (Reserved)**
- 166-15. Violations and Penalties.**

ARTICLE III PARKING; STOPPING; STANDING

- 166-16. General parking restrictions.**
- 166-17. General parking provisions.**
- 166-18. Parking lots.**
- 166-19. Winter parking.**
- 166-20. No parking anytime.**
- 166-21. No parking Certain hours.**

**VEHICLES AND TRAFFIC
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- 166-22. Limited time parking.**
- 166-23. (Reserved)**
- 166-24. (Reserved)**
- 166-25. (Reserved)**
- 166-26. (Reserved)**
- 166-27. (Reserved)**
- 166-28. Exceptions.**
- 166-29. Police officer's report.**
- 166-30. First notice of violations; payment schedules.**
- 166-31. Subsequent notice of violation.**
- 166-32. Payment not an admission of guilt.**
- 166-33. Summons to court.**

**ARTICLE IV
METERED PARKING**

- 166-34. Definitions.**
- 166-35. Applicability.**
- 166-36. Installation of meters.**
- 166-37. Hours of operation.**
- 166-38. Unlawful acts; separate violations.**
- 166-39. Truck parking.**
- 166-40. Contractor parking.**
- 166-41. (Reserved)**
- 166-42. Penalties and procedures.**
- 166-43. Registration of Motor Vehicles.**
- 166-44. (Reserved)**
- 166-45. (Reserved)**
- 166-46. (Reserved)**

**ARTICLE V
WEIGHT LIMITS**

- 166-47. Weight limit; authority.**

ARTICLE VI SCHEDULES

166-48.	SCHEDULE A:	One-way Roadways.
166-49.	SCHEDULE B:	Prohibited Turns at Intersections.
166-50.	SCHEDULE C:	Stop Intersections.
166-51.	SCHEDULE D:	Yield Intersections.
166-52.	SCHEDULE E:	Travel Restricted to Emergency Vehicles.
166-53.	SCHEDULE F:	Commercial Vehicle Travel Restricted.
166-54.	SCHEDULE G:	Truck Travel Restricted.
166-55.	SCHEDULE H:	Right Turn Required.
166-56.	SCHEDULE I:	No Parking at Any Time.
166-57.	SCHEDULE J:	Limited Time Parking.
166-58.	SCHEDULE K:	Parking of Commercial Vehicles.

**[HISTORY: Adopted by the City Council at the City of Dover 12-14-77.*
Sections 166-4, 166-5, 166-6, 166-9, 166-10, 166-23, 166-24 and 166-25
added and 166-7, 166-8, 166-47 and Article VI amended at time of adoption
of Code; see Ch. 1, General Provisions, Art. I. Articles I through VI amended in
whole October 1989. Chapter 166 updated in accordance with E-911 amendments
January 2006. (Other amendments noted where applicable).]**

***Editor's Note:**

**The provisions of Arts. I, II, II and VI are derived from Ch. 34, adopted 12-14-77 and
amended 8-19-81 by Ord. No. 13-81; Art. V is derived from Ch. 37, adopted 12-14-77.**

**VEHICLES AND TRAFFIC
CHAPTER 166**

**ARTICLE I
GENERAL PROVISIONS
[Amended 09-09-81 by Ord. No. 16-81]**

166-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

PERSON: Any individual, company, firm, corporation, association or any other organization.

PUBLIC HIGHWAY: ~~Any road, street, avenue, boulevard, court, parking lot or way legally accepted for maintenance and dedicated for public use by the legislative authority of the state and/or city.~~ **The entire width between the boundary lines of any public highway, street, avenue, road, alley, park or parkway, or any private way laid out under authority of statute or approved by the Planning Board, or any such way provided for public use, or any such way which has been used for public travel thereon for 20 years, or any public or private parking lot which is maintained primarily for the benefit of paying customers.**

SIDEWALK: ~~That portion of a public highway between the curb and adjacent property lines~~ **edge of the traveled way and the limit of the public right-of-way, laid out as such by the City or reserved by custom for the use of pedestrians.**

VEHICLES: Any device by which any person or property may be transported on a public highway, except those operated on rails or permanent tracks.

166-2. Applicability.

- A. The rules and regulations herein contained pertaining to control of motor vehicle traffic and parking areas shall apply to any person, company, firm, corporation, association or other organization.
- B. The City Council of the City of Dover may, by resolution, suspend the operation of this chapter or any portion thereof for temporary periods in cases of emergency, for the public good or for other reasons which to it appears to justify such suspension.

166-3. Installation of traffic control devices.

- A. The City Council, **pursuant to RSA 47:17 VII**, shall regulate the use of highways not otherwise regulated by the Commissioner of ~~Public Works and Highways~~ **Transportation** pursuant to Revised Statutes Annotated ~~249-5~~ **236:1** and shall establish stop intersections, erect or cause to be erected stop signs or other traffic devices or signals thereon or upon any such highway entering therein and shall

further determine the character and type of all such official signs and signals. Every stop sign, traffic device or traffic signal erected on such highways shall be deemed lawfully erected and maintained, until the contrary is proven in all cases, civil or criminal.

- B. The Chief of Police shall have the authority to establish or modify traffic patterns, establish parking areas, restrict parking, or to modify the provisions of this chapter of the revised ordinances of the City of Dover on a temporary basis. When such action is taken, the Chief of Police shall make every reasonable effort to notify the general public of such action and shall notify the City Manager.
- C. The penalty for violation of any of the provisions established under the authority of this Article shall be as prescribed in 166-15 of this chapter.

166-4. Schedules and tables; adoption of orders, rules and/or regulations.
[Added 04-27-83 by Ord. No. 10-83]

For the purpose of maintaining an accurate record of all orders, rules and/or regulations adopted and/or issued under the provisions of this chapter, there is hereby established a system of schedules **and tables**, appearing as Article **III and VI** of this chapter, in which shall be entered such orders, rules and/or regulations after adoption and/or issuance. Such schedules **and tables** shall be deemed a part of the section to which they refer. Orders, rules and/or regulations shall be adopted with reference to the appropriate schedule **or table**, as indicated in the various sections of this chapter.

ARTICLE II
TRAFFIC REGULATIONS
[Amended 09-09-81 by Ord. No. 16-81]

166-5. Travel Restrictions. [Added 04-27-83 by Ord. No. 10-83]

A. Emergency Vehicles Only

The streets or parts of streets indicated in Schedule E (166-52) shall be restricted to be used only by emergency vehicles as defined in RSA ~~259:1-VIII-a~~ **259:28**.

~~**B. Playing Fields** No unauthorized person shall operate a motor vehicle upon any playing field, play area or running track within the confines of a playground or park in the City of Dover, New Hampshire.~~

~~**C. B. Commercial vehicles travel restricted.**~~ [Amended by Ord. 10-83; amended 05-15-91 by Ord. No. 19-91]

- ~~1.~~ The streets or parts of streets described in Schedule F (166-53) shall be restricted to pleasure vehicles and local delivery by commercial vehicles.

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CHAPTER 166

Through commercial vehicle traffic shall be prohibited.

- D. No persons shall operate a motor vehicle, OHRV, tracked or other motorized vehicle upon any city owned or controlled property except upon ways designed and designated for public access. Government owned vehicles and vehicles authorized by the Chief of Police are exempt. [Added 12-21-94 by Ord. No. 27-94]

166-6. One-Way roadways designated. [Added 04-27-83 by Ord. No. 10-83]

The streets or parts of streets described in **Schedule A (166-48)** are hereby designated as one-way streets, and vehicles shall proceed along those streets or parts of streets only in the direction indicated.

166-7. Turning Restrictions.

- A. No person shall make a turn of the kind designated (left, right, all) at any of the locations described in **Schedule B (166-49)**. Emergency vehicles shall be exempted from the provisions of the this section.

- B. **Required right turns.**

It shall be unlawful for the operator of any motor vehicle to make any traffic movement other than a right-hand turn at the locations described in **Schedule H (166-55)**.

166-8. Stop Intersections. [Amended 4-27-83 by Ord. No. 10-83]

The intersections described in **Schedule C (166-50)** are hereby designated as stop intersections, and stop signs shall be erected as indicated. Except when directed to proceed by a police officer or traffic control signal, every driver of a vehicle approaching a stop intersection indicated by a stop sign shall stop before entering the cross walk on the near side of the intersection or, in the event that there is no crosswalk, shall stop at a clearly marked stop line, but if none, then at a point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway, and shall remain stopped until such time as he can safely enter the intersection.

166-9. Yield Intersections. [Amended 04-27-83 by Ord. No. 10-83]

The intersections described in **Schedule D (166-51)** are hereby designated as yield intersections, and yield signs shall be erected as indicated. The driver of a vehicle approaching a yield sign if required for safety to stop shall stop before entering the crosswalk on the near side of the intersection or, in the event that there is no crosswalk, at a clearly marked stop line, but if none, then at the point nearest the intersection roadway where the driver has a view of approaching traffic on the intersecting roadway.

166-10. Misuse of vehicle.

No person shall operate any vehicle within the City of Dover so as to make excessive noise by any of the following means:

- A. Misuse of power, acceleration or traction so as to spin the wheels in the manner commonly known as "laying rubber."
- B. Misuse of brake and stopping power in the deceleration of a motor vehicle where no emergency exists.
- C. Misuse of power, acceleration or traction by means of rapid upshift of transmission gears.
- D. Misuse of stopping or deceleration by means of rapid downshift of transmission gears.
- E. Racing of engine by means of the accelerator, carburetor, gear selector, either when the motor vehicle is in motion or stationary.

166-11. Snow Removal.

No person shall deposit, or cause to be deposited, any ice or snow which has been removed from private property, in or upon any street, sidewalk or public place in the city, or deposit or cause to be deposited any ice or snow on private property in such manner as to obstruct the normal and reasonable flow of traffic in or upon any street, sidewalk or public place within the city.

166-12. (Reserved)

166-13. (Reserved)

166-14. (Reserved)

166-15. Violations and Penalties.

~~Any person found in violation of 166-5 through 166-11 of this chapter shall be guilty of a violation as provided by the Revised Statutes Annotated of the State of New Hampshire and shall be fined no less than twenty-five dollars (\$25.) for each offense.~~ **A violation of any provision in Article I of this chapter shall be punishable by a fine of up to \$1,000 for each offense.**

**VEHICLES AND TRAFFIC
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**ARTICLE III
PARKING; STOPPING; STANDING
[Amended 09-09-81 by Ord. No. 16-81]**

166-16. General Parking Restrictions.

A. Truck Parking

Vehicles over nineteen (19) feet in overall length, with permission of the Chief of Police or his designated representative, may stop and unload merchandise in a parking space but under no circumstances shall any vehicle obstruct or impede the free flow of traffic.

B. Designation of taxicab stands and bus stops.

The Chief of Police may establish bus stops and taxicab stands on such public streets and in such places and such numbers as shall be determined to be of the greatest benefit and convenience to the public, and every such bus stop or taxicab stand shall be designated by an appropriate sign. It shall be unlawful for the owner/operator, owner or person having custody of any vehicle other than a bus or taxicab to park or permit same to be parked in an officially designated bus stop or taxicab stand.

C. Loading and unloading zones.

The Chief of Police may establish loading and unloading zones which shall be marked by appropriate signs. It shall be unlawful for the owner of any vehicle or any person having custody to any vehicle to park said vehicle or permit the same to be parked in any zone designated as a loading or unloading zone unless actually engaged in loading and unloading.

D. Parking of commercial vehicles.

1. It shall be unlawful for the driver of any bus or taxicab to stand or park upon any street in any business district at any place other than a bus stop or taxicab stand, except while actually engaged in taking on or leaving passengers.
2. No tractor-trailer combination or other truck, shall park on the travel portion of the street for the purpose of loading or unloading on Monday through Saturday, between the hours of 11:00 a.m. and 1:00 p.m. and from 3:30 p.m. to 6:00 p.m. upon the streets indicated in **Schedule K (166-58)**.
3. This section of the chapter shall not apply to trucks used on said streets for emergency purposes or while engaged in highway or other necessary maintenance or repairs.

E. Restricted Parking. [Added 10-02-96 by Ord. No. 13-96]

Henry Law Park. No person shall park a vehicle in designated parking at Henry Law Park and Recreation Facility unless they are a City Employee on city business or are present and using the recreational facility or grounds at Henry Law Park. The parking of vehicles for any other purpose is prohibited. Violators shall be subject to Schedule D fines under 166-30. Minimum Court fine shall be \$100.00.

F. Parking for Primary Purpose of Advertising Prohibited. [Added 10-19-05 by Ord. No. 19-2005].

No person shall park a vehicle upon any public way for the primary purpose of advertising goods or services, except as provided in Chapter 133 – Peddlers and Vendors. Violators shall be subject to ~~Schedule B~~ **Table B** fines under 166-30 (First Notice \$50.00, Minimum Court Fine \$100.00).

166-17. General parking provisions.

Except when necessary to avoid conflict with other traffic or in compliance with law or the direction of a police officer or official traffic control device, no person shall:

A. Stop, stand or park a vehicle:

- (1) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
- (2) On a sidewalk.
- (3) Within an intersection.
- (4) On a crosswalk.
- (5) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.
- (6) Upon any bridge or other elevated structure upon a highway or within a highway tunnel, unless a parking space is specifically provided.
- (7) On any railroad tracks.
- (8) Within twenty (20) feet of the corner of any intersecting street, unless a parking space is specifically provided.
- (9) It shall be unlawful for the owner or operator of any motor vehicle to park or allow to be parked any motor vehicle for any length of time in a designated fire lane. **[Amended 02-24-82 by Ord. No. 3-82]**

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CHAPTER 166

(10) At any place where official signs prohibit parking.

~~(a) one parking space on the westerly side of Green Street, immediately north of the Waldron Towers parking access way at the south end of the building, be reserved for police vehicles only.~~

(11) In any parking place, whether on public or private property, specially designated for a person with a walking disability by means of a sign as required by RSA 265:73-a stating that the space is reserved for a person with a walking disability or displaying the international accessibility symbol, unless that person has a special number plate, decals, or a card issued pursuant to RSA 261:86, 87 or 88, or a similar license plate, decal or card issued by another state or country displaying the international accessibility symbol and the persons who qualifies for the plate, decal or card is being transported to or from the parking place. **[Amended 04-21-93 by Ord. No. 05-93]**

(12) In or overlapping into any access aisle. "Access aisle" shall mean a designated space for maneuvering a wheelchair or other mobility device when entering or exiting a vehicle, that is immediately adjacent to a properly designated parking space for persons with a walking disability, whether public or private property. Access aisles shall be so marked as to discourage parking in them. **[Added 04-30-05 by Ord. No. 07-2005]**

B. Stand or park a vehicle, whether occupied or not, except momentarily, to pick up or discharge a passenger or passengers:

(1) In front of or within five (5) feet of the edge of a public or private driveway.

(2) Within ten (10) feet of a fire hydrant.

(3) Within twenty (20) feet of a crosswalk at an intersection.

(4) Within twenty (20) feet upon the approach to any flashing signal, stop sign or traffic control signal located at the side of a roadway.

(5) Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of said entrance when properly signposted.

(6) Adjacent to any curb painted yellow or along any curb where there is a yellow line along the pavement adjacent to said curb.

(7) Within twenty (20) feet of the entrance to any multi-family complex consisting of five (5) or more units. **[Added 11-16-83 by Ord. No. 32-83]**

- C. Stand or park a vehicle in a roadway, other than paralleled with the edge of the roadway, headed in the direction of traffic, and with the right side of the vehicle within twelve (12) inches of the edge of the roadway, except as provided in the following subsections:
- (1) In locations where the Police Department shall have marked or cause to be marked off individual parking spaces on the public streets, public parking areas or highways of the city, in which case it shall be unlawful to park any vehicle in such a way that said vehicle shall not be entirely within the spaces so designated, unless such vehicle is too large to be confined to one (1) such space.
 - (2) When a vehicle, truck, trailer or tractor-trailer is backed to the curb for the purpose of loading or unloading merchandise, in which case, the vehicle, truck, trailer or tractor-trailer shall be turned so as to stand as near parallel to the curb as possible and shall not stand or park a vehicle so as to obstruct the view of any traffic control device of other drivers traveling upon such a street.
- D. Stand or park a vehicle, whether occupied or not, upon the travel portion or shoulder of the roadway or parts there as listed in **Schedule I-(B)**, between 10:00 p.m. and 6:00 a.m.
- E. Notwithstanding the provisions of Subsection C, allow or permit a motor vehicle to stand unattended, ~~in any location on any public highway~~ within the City of Dover, without first stopping the engine, locking the ignition and removing the key from the vehicle.
- F. Display a disability placard issued pursuant to RSA 261:86, 87 or 88, or a similar placard issued by another state or country displaying the international accessibility symbol while parked in a metered or time limited parking area unless the person who qualifies for the placard is being transported to or from the parking place. **[Added 08-24-94 by Ord. No. 11-94]**

166-18. Parking lots. [Amended 04-01-88 by Ord. No. 2-88]

- A. The Police Department is authorized to sell and distribute monthly parking passes for the parking of motor vehicles in any ~~municipal owned parking lot~~ **municipally owned parking lot or parking area** so designated by the City Council, for such periods of time, under such conditions and at such rates as determined by the City Council.
- B. Parking in the City Hall parking lots shall be restricted to one-hour parking, Monday through Friday, from 9:00 a.m. to 5:00 p.m., except for publicly owned vehicles.
- C. ~~Excepting for those parking spaces otherwise designated with appropriate signing, no motor vehicle shall be parked in the Locust Street parking lot in said Dover, without the benefit of a permit issued by the Police Department. Said permit shall be numbered, indicate the registration number of the vehicle(s) for which the permit has been issued, indicate the expiration date of said permit and be conspicuously displayed on the driver's side of the dashboard. In addition to any parking violation notice issued as provided in this chapter, vehicles found in violation of this section may be towed from the lot and stored, the expenses of both to be paid by the registered owner of the vehicle. (RESERVED)~~

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- D. ~~Excepting for those parking spaces otherwise designated with appropriate signing, no motor vehicle shall be parked in the Library Parking Lot in said Dover on Monday through Friday between the hours of 7:00 a.m. to 2:00 p.m., without the benefit of a permit issued by the Police Department. The said permit shall be numbered, indicate the expiration date and be conspicuously displayed on the driver's side of the dashboard. In addition to any parking violation notice issued as provided in this chapter, vehicles found in violation of this section may be towed from the lot and stored, the expense of both to be paid by the registered owner of the vehicle. (RESERVED)~~
- E. The Dover School Department is authorized to sell and distribute parking passes for parking motor vehicles in the Bellamy Parking Lot between August 25 and June 20, Monday through Friday or on school days, as set by the Dover School District Calendar, between the hours of 7:00 a.m. and 3:30 p.m. Parking rules and rates for permits shall be determined by the Dover School Department. Except for five (5) spaces, which shall be marked with appropriate signs and reserved for Bellamy Park users only, no motor vehicle shall be parked in the Bellamy Lot during this time period without the benefit of a permit issued by the School Department. Any vehicle found in violation of this section may be towed from the lot and stored, the expenses of both to be paid by the registered owner of the vehicle. The Dover School Department shall have the authority to enforce parking rules in the Bellamy Parking Lot in accordance with the requirements of NH RSA 262:40-a, and shall be responsible for maintenance and snow removal in the lot. **[Added 05-17-95 by Ord. No. 07-95; amended 08-20-03 by Ord. No. 13-2003]**

166-19. Winter Parking. **[Amended 11-16-83 by Ord. No. 31-83; 03-11-87 by Ord. No. 5-87, Amended 11-11-98 by Ord. No. 15-98]**

- A. No person shall, between the hours of 1:00 a.m. and 6:00 a.m. from the first day of December to the first day of April, park or allow to be parked any motor vehicle on any street or sidewalk within the City of Dover. The Chief of Police may, when deemed necessary because of weather conditions, suspend enforcement of this section upon giving notification of said suspension to the City Manager. Any vehicle parked on any public way contrary to the provisions of this section and interfering with municipal snow removal operations, shall, at the request of the Public Works Department, be towed from its place and stored as directed by the Police Department. The expenses of both towing and storage shall be paid by the owner of the vehicle before reacquiring the same.
- B. It shall be unlawful for any persons to park, place or leave, or cause to be parked, placed or left, any motor vehicle in and upon any municipally owned parking lot between the hours of 1:00 a.m. and 6:00 a.m. during the months of December, January, February and March, except upon written permit issued by the Chief of Police or his delegate, or as specifically permitted by signs posted in such parking lots by authority of the Chief of Police or his delegate in a manner reasonably calculated to facilitate snow removal. **[Amended 04-20-05 by Ord. No. 10-2005]**

- C. The Chief of Police shall have the authority, after consultation with the Community Services Director, to declare an emergency parking ban affecting some or all City streets to facilitate municipal snow removal operations. The same public notification requirements contained in section 166-3(B) shall apply. Any vehicle which is parked on a public way during an emergency parking ban time period and which is interfering with municipal snow removal operations shall be towed from its place and stored, the expenses of both to be paid by the owner of the vehicle before reacquiring the same. [Amended 03-11-87 by Ord. No. 5-87; amended 05-18-06 by Ord. No. 05-2006]
- D. Chronic Offenders. Any person with five (5) violations in a season will be fined \$100 for each subsequent offense. In addition to a fine, any vehicle to be found in violation of the aforementioned provisions may be towed by the direction of the Police Department and the expense of said towing will be at the expense of the owner of the vehicle. [Added 11-11-98 by Ord. No. 15-98]

166-20. No Parking Anytime.

The parking of vehicles is prohibited at all times in those streets or parts of streets described in Schedule I-(A) (166-56).

166-21. ~~No Parking Certain Hours.~~ [Added 04-27-83 by Ord. No. 10-83]

~~The parking of vehicles is hereby prohibited in the locations described in Schedule J-(E) (166-57) during the hours indicated.~~ **(RESERVED)**

166-22. Limited-time parking. [Added 04-27-83 by Ord. No. 10-83]

The parking of vehicles is hereby prohibited in the locations described in Schedule J- (A through H) (166-57) for a longer period of time than that designated, during the hours indicated.

166-23. (RESERVED)

166-24. (RESERVED)

166-25. (RESERVED)

166-26. (RESERVED)

166-27. (RESERVED)

**VEHICLES AND TRAFFIC
CHAPTER 166**

166-28. Exceptions.

- A. The provisions of the aforementioned 166-18 and 166-21 shall not apply to publicly owned vehicles nor to disabled persons who have obtained a disability parking permit from the State of New Hampshire or disabled or other persons who have obtained a parking permit from the Chief of Police.
- B. In any area in which parking is restricted, except the no-parking areas on the Central Avenue Bridge, the restriction shall not apply to vehicles loading or unloading when such loading and unloading is actually being accomplished and when such vehicle does not unreasonably block or impede traffic.

166-29. Police Officer's Report.

Any police officer observing a violation of 166-16 through 166-22 of this chapter shall issue a parking ticket, the copy of which shall be considered his report of the violation. The report shall contain information as follows:

- A. The location of the vehicle in violation of this ordinance.
- B. The state license plate number of the vehicle in violation.
- C. The time and date such vehicle is parked in violation.
- D. Any other pertinent facts which are necessary for a thorough understanding of the circumstances of the violation.

166-30. First notice of violation; payment schedules tables . [Amended 03-25-88 by Ord. No. 28-87; amended 04-19-2000 by Ord. No. 03-2000; amended 03-20-2002 by Ord. No. 15-2002; amended 04-20-05 by Ord. No. 06-2005]

- A. All parking violations enumerated in 166-16 through 166-46 shall be ~~SCHEDULE TABLE A~~ violations, except as follows:

- (1) Violations of Section **166-16E, 166-17A(9) and 166-17A(12), and 166-17E** shall be ~~SCHEDULE TABLE B~~ violations.
- (2) Violations of Section 166-17A(11) and 166-17F shall be ~~SCHEDULE TABLE C~~ violations.

- B. Parking violation schedules shall be as follows:

(1) SCHEDULE TABLE A			
(A)	FIRST NOTICE:	Fifteen dollars	\$15.00
(B)	FINAL NOTICE:	Thirty dollars	\$30.00
(C)	Minimum Court Fine:	Fifty dollars	\$50.00

(1) SCHEDULE TABLE B

(A)	FIRST NOTICE:	Fifty dollars	\$50.00
(B)	FINAL NOTICE:	Eighty dollars	\$80.00
(C)	Minimum Court Fine:	One hundred dollars	\$100.00

(1) SCHEDULE TABLE C

(A)	FIRST NOTICE:	Two hundred fifty dollars	\$250.00
(B)	FINAL NOTICE:	Two hundred fifty dollars	\$250.00
(C)	Minimum Court Fine:	Two hundred fifty dollars	\$250.00

C. Unpaid Fine Collection.

Any fine that is unpaid in accordance with chapter 166-30:B that is turned over to a collection service for action shall be as follows:

SCHEDULE A:	Fifty dollars	\$ 50.00
SCHEDULE B:	One hundred dollars	\$100.00

166-31. Final notice of violation. [Amended 3-11-87 by Ord. No. 5-87; amended 6-2-88 by Ord. No. 6-88; amended 04-19-00 by Ord. No. 03-2000]

- A. **Final Notice.** If the fine indicated for the first notice is not paid within five (5) days, the Chief of Police shall send a final notice violation to the owner of the vehicle. Such notice shall be sent to the address listed with the State Motor Vehicle Department of the state in which the vehicle is registered, shall be sent by First Class mail and shall instruct him/her that he/she may avoid further prosecution and fine by paying the City of Dover Police Department the final notice payment in the applicable payment schedule for that violation.
- B. **Final Notice Requirement Waiver.** If the final notice of violation required in Subsection A above is returned to the Police Department by the United States Postal Service as undeliverable to the addressee for any reason, the notice returned shall be considered evidence that the Police Department has complied with the provisions of Subsection B.

166-32. Payment not an admission of guilt.

Such payment as outlined in 166-30 and 166-31 of this chapter shall not constitute an admission of guilt nor a determination of guilt. ~~On receipt of payment, no further action shall be taken by the Dover Police Department on such violation. The charge in the aforementioned cases is not a fine or penalty.~~

VEHICLES AND TRAFFIC

CHAPTER 166

166-33. Summons to Court/Towing or Immobilization of motor vehicle for Non-payment of parking fines [Amended 03-11-87 by Ord. No. 5-87; Amended 08-03-88 by Ord. No. 09-88]

A. Any person to whom is sent or issued notification of a violation or violations of the preceding section of this Article and who does not pay the charges prescribed above may be summonsed to the Dover District Court. The penalty for a violation of this Article in such case shall be no less than the fine indicated in Chapter 166-30, no portion of which may be suspended. If a person fails to appear after being summonsed, the vehicle involved shall be subject to immobilization in accordance with Section B below. [Amended 05-19-93 by Ord. No. 10-93]

B. Any vehicle found parked on any public street, parking lot or any other place for which three (3) or more outstanding parking violation "Final Notices" for violations or preceding section have been sent ~~equaling at least Fifty dollars (\$50)~~ may be subject to towing and storage or immobilization by the Police Department provided notice of intent to tow and store or immobilize said vehicle has been sent to the address listed with the State Motor Vehicle Department of the State in which the vehicle is registered. Said notice shall contain the following information [Amended 04-19-00 by Ord. No. 03-2000]:

1. The date, time and location of the violations leading to the issuance of this notice;
2. That the subject vehicle shall be subject to towing and storage or immobilization after a specific date of not less than five (5) days subsequent to the date of the notice unless the matter is resolved;
3. That the recipient of the notice may contact the Police Department and request a hearing on the subject of the violations.
 - a. Hearing. At the request of any recipient of a notice pursuant to this section, the designated member of the Police Department shall arrange a hearing. Such designated member of the Police Department shall conduct and preside over such hearings which shall be informal. At such hearing, the owner of the motor vehicle that is the subject of the hearing, may present any relevant facts or information on the issue.

The decision of the Hearing Officer shall be final, subject only to a judicial review.

- 1) Upon receipt of the request for a hearing, a vehicle shall not be towed and stored or immobilized until such requested hearing is conducted.

C. Any vehicle towed and stored or immobilized in accordance with the preceding may be released as follows:

1. By payment of all charges due including an administrative fee of twenty-five dollars (\$25.). [Amended 04-19-00 by Ord. No. 03-2000]
 2. By order of the Chief of Police or the person designated to conduct hearings in accordance with Section B3(a) above, after a hearing has been conducted.
 3. By posting cash bond with the Police Department in an amount sufficient to make full payment of all parking charges due arising out of violations subject to the provisions of this Chapter in order to allow judicial determination regarding the matter in question.
 4. By judicial determination.
- D. In the event that any motor vehicle has been towed and stored or immobilized pursuant to this Chapter, a further precondition to the release of said vehicle shall be the payment by the party desiring the release of said vehicle of all fees and charges incurred by the City for the towing and storage or immobilization of said vehicle.
- E. When a motor vehicle has been immobilized pursuant to the provisions of this Chapter, the Police Department shall affix a warning notice on the windshield of the vehicle advising the driver not to attempt to operate the vehicle or remove the immobilization device, and advising the operator or owner of the steps to be taken to have the immobilization device removed.
- F. Any person attempting to remove a Police Department immobilization parking device from a vehicle without authorization by the Police Department, shall be guilty of a violation, and fined One Hundred Dollars (\$100), no portion of which may be suspended.

ARTICLE IV
METERED PARKING
[Amended 08-19-81 by Ord. No. 13-81]

166-34. Definitions.

Whenever in this Article the following terms are used, they shall have the meanings respectively ascribed to them in this section:

PARKING METER - A mechanical device located upon a public highway or sidewalk in a place regularly designed as a parking zone as hereinafter defined, which device shall record a certain number of minutes by the use of a clock mechanism determining the period of time for which parking privileges may be extended to the person so depositing a coin or any device which produces a ticket upon which the time for which parking privileges are extended may be printed.

VEHICLES AND TRAFFIC
CHAPTER 166

PARKING METER ZONE - Any designated section of the public highway within which a motor vehicle may be temporarily parked and allowed to remain for such period of time as indicated upon the parking meter attached therein.

PERSON - Any individual, company, firm, corporation, association or other organization.

PUBLIC HIGHWAY - ~~Any road, street, avenue, boulevard, court, parking lot or way legally accepted for maintenance and dedicated to public use by the legislative authority~~
The entire width between the boundary lines of any public highway, street, avenue, road, alley, park or parkway, or any private way laid out under authority of statute or approved by the Planning Board, or any such way provided for public use, or any such way which has been used for public travel thereon for 20 years, or any public or private parking lot which is maintained primarily for the benefit of paying customers of the state and city.

SIDEWALK - That portion of a public highway between the ~~curb and adjacent property lines~~
edge of the traveled way and the limit of the public right-of-way, laid out as such by the City or reserved by custom for the use of pedestrians.

VEHICLE - Any device by which any person or property may be transported upon a public highway, except those operated upon rails or permanent tracks.

166-35. Applicability.

- A. The rules and regulations herein contained pertaining to the control of motor vehicle traffic and parking areas shall apply to any person, company, firm, corporation, association or other organization.
- B. The City Council of the City of Dover may, by resolution, suspend the operation of this Article for temporary periods in cases of emergency, for the public good or for other reasons which, to it, appear to justify such suspension. If any section or part of a section of this Article is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the remaining sections or part thereof.

166-36. Installation of meters.

The City of Dover shall provide for the installation, regulation and operation of such meters and provide curb and street marking lines therefore. Meters shall be placed upon the curb in relation to the individual parking spaces or, in the case of a so-called master parking meter, shall be placed at a designated ~~entrance for the parking area~~ **location to be** controlled by said master parking meter, and shall be constructed so as to show the limit of legal parking upon deposit of a ~~coin or coins of the United States~~ **payment** and to provide some signal, ticket or some other mechanical device showing the expiration of said parking. The Chief of Police may designate and have specially marked at such place or places as he shall deem advisable parking spaces wherein it shall be unlawful for anyone to park or leave standing, or cause or permit to be left

parked or standing, any vehicle for more than fifteen (15) minutes, and proper parking meters shall be installed that indicate illegal parking upon the expiration of that time.

166-37. Hours of operation. [Amended 01-13-88 by Ord. No. 34-87]

Parking meters shall be in operation daily between the hours of 8:00 a.m. and 6:00 p.m., except on Saturdays, Sundays and legal holidays.

166-38. Unlawful acts; separate violations.

The following shall be considered violations of this Article:

- A. It shall be unlawful for any person to park or allow any vehicle registered in his name to be parked in a parking meter zone so that vehicle is not entirely within the area designated or delineated by lines or markings.
- B. It shall be unlawful for any person to park or allow any vehicle registered in his name to be parked in excess of nineteen (19) feet in overall length in a parking meter zone except as provided in 166-39.
- C. It shall be unlawful for any person to park or allow any vehicle registered in his name to be parked or left standing in any area where parking is controlled by a master parking meter:
 - (1) Without purchasing a ticket from said master parking meter for such parking or standing time.
 - (2) Without displaying any ticket so purchased in a position on the dashboard of the vehicle in order that the time printed on said ticket may be clearly visible from outside the vehicle.
 - (3) After parking or standing time which has been purchased has expired.
 - (4) Displaying an altered or falsified ticket or any ticket that has not been purchased from the master parking meter controlling the parking space in which the vehicle displaying the ticket is parked.
- D. Each subsection of the acts described in Subsection C(1) to (4) shall constitute a separate violation and additional violation. It shall further be unlawful for any person to park or allow any vehicle registered in his name to remain parked in a parking meter zone when time purchased on the parking meter for that space has expired, except as provided in 166-37.

VEHICLES AND TRAFFIC

CHAPTER 166

- E. It shall be unlawful for any person to park or allow any vehicle registered in his name to be parked or left standing on any public highway or part of a public highway within the city in a parking meter zone without conforming to the provisions of this Article.
- F. Where a violation of this Article is found, each additional one (1) hour that a vehicle is so parked in violation shall constitute a separate additional violation.
- G. **Exceptions.** The provisions of the aforementioned sections of this Article shall not apply to publicly owned vehicles nor to persons who are disabled and have obtained permission so to park from the Chief of Police.

166-39. Truck Parking.

Vehicles over nineteen (19) feet in overall length, with permission of the Chief of Police or his designated representative, may stop and unload merchandise in a parking meter zone, but under no circumstances shall any vehicle obstruct or impede the free flow of traffic.

166-40. Contractor parking.

The Chief of Police, or his designated representative, may permit plumbers, electricians or other contractors to park in any area, without regard to meter fees or time restrictions, provided that it is essential to work being done in the immediate area. [Amended 04-20-05 by Ord. No. 09-2005]

166-41. (Reserved)

166-42. Penalties and procedures. [Added 03-11-87 by Ord. No. 05-87]*

Any violations of any section of this Article shall be handled by the Police Department in accordance with the procedures and penalties for other parking violations in Article III, 166-29, 166-30, 166-31, 166-32, and 166-33.

166-43. Registration of Motor Vehicles. [Added 06-02-88 by Ord. No. 08-88]

The provisions of RSA 231:130-a, Notification of Unpaid Fines, is hereby adopted by the City of Dover, New Hampshire. Pursuant to the adoption of RSA 231:130-a, the Tax Collector shall:

1. Maintain a record in the office of the Tax Collector which shall contain a listing of all residents of the City of Dover who have outstanding parking violations incurred in municipalities that have adopted the provisions of this section.
2. Notify the Town or City Clerk of any other municipality that has adopted the provisions of this section of any outstanding parking violations incurred by

residents of such municipality within the limits of the notifying municipality.

3. Notify the Town or City Clerk of any municipality that has adopted the provisions of this section of the payment of any outstanding parking violations incurred by residents of such municipality within the limits of the notifying municipality. Such action shall be taken within ten (10) days of the payment of the outstanding violation.
4. The Tax Collector shall update and keep readily available the records required by RSA 231:30-a, (1), in order that such records may be consulted at such time as residents of such municipalities apply for permits for the registration of motor vehicles pursuant to RSA 261:148.
5. Furthermore, no resident in the City of Dover shall be allowed to register a motor vehicle until all outstanding parking violations have been paid to the City of Dover or to any other municipality that has adopted the provisions of RSA 231:130-a.

***Editor's Note: This ordinance also repealed former 166-42, Police Officer's Report.**

166-44. (Reserved)*

166-45. (Reserved)*

166-46. (Reserved)*

ARTICLE V WEIGHT LIMITS

~~166-47. Weight limit; authority.~~ [Amended 04-27-83 by Ord. No. 10-83]

~~—The purpose of this Article is to set a gross weight limit of ten (10) tons on the so-called Central Avenue Bridge and to authorize the Community Services Director to advertise said limit by posting signs at the northerly approaches to said bridge.~~

VEHICLES AND TRAFFIC

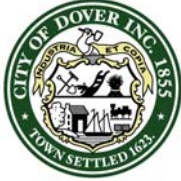
CHAPTER 166

ARTICLE VI

SCHEDULES

[Amended 09-09-81 by Ord. No. 16-81; 10-28-91 by Ord. No. 18-81; 11-10-81 by Ord. No. 20-81; 02-24-82 by Ord. No. 04-82; 06-09-82 by Ord. No. 11-82; 09-08-82 by Ord. No. 14-82; 09-08-82 by Ord. No. 15-82; 09-22-82 by Ord. No. 18-82; 10-13-82 by Ord. No. 19-82; 04-27-83 by Ord. No. 10-83]

***Editor's Note: This ordinance also repealed former 166-43, First notice of violation; 166-44, Second Notice of Violation; 166-45, Payment not admission of guilt; and 166-46, Summons to court; were repealed 03-11-87 by Ord. No. 05-87.**



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.A.2

Ordinance Number:
Ordinance Title: **O – 2008.07.23-7**
Chapter: Chapter 166, Vehicles and Traffic

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 166, entitled “Vehicles and Traffic” by adding new locations to the list of streets in 166-57 “Schedule J: Limited Time Parking” which limit parking in excess of two hours, and by revising 166-56 “Schedule I; No Parking at Any Time”.

2. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by revising Section 166-57, “Schedule J: Limited Time Parking” as follows:

B. In accordance with the provisions of 166-22, it shall be unlawful for the owner or operator of any motor vehicle to park or allow to be parked any motor vehicle for more than two (2) hours in the following described locations:

a. The following are added:

STREET:

LOCATION:

Sunset Drive

Both sides for the entire length, between the hours of 8:00 AM and 2:00 PM, Monday through Friday, between September 1st and June 15th.

Hartswood Road

Both sides for the entire length, between the hours of 8:00 AM and 2:00 PM, Monday through Friday, between September 1st and June 15th.

Lisa Beth Drive

Both sides for the entire length, between the hours of 8:00 AM and 2:00 PM, Monday through Friday, between September 1st and June 15th.

Lisa Beth Circle

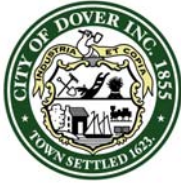
Both sides for the entire length, between the hours of 8:00 AM and 2:00 PM, Monday through Friday, between September 1st and June 15th.

Adelle Drive

Both sides for the entire length, between the hours of 8:00 AM and 2:00 PM, Monday through Friday, between September 1st and June 15th.

Sylvan Drive

Both sides for the entire length, between the hours of 8:00 AM and 2:00 PM, Monday through Friday, between September 1st and June 15th.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.A.2

Ordinance Number:
Ordinance Title: **O – 2008.07.23-7**
Chapter: Chapter 166, Vehicles and Traffic

b. The following are repealed or amended as shown:

166-56, Schedule I

~~Lisa Beth Circle — Both sides, for the entire length, from 7:30 AM to 2:30 PM
Monday through Friday, between September 1 and June 15~~

~~Lisa Beth Circle — Both sides southerly from a distance of 200 feet to 700 feet,
7:30 AM to 2:30 PM, Monday through Friday, between
September 1 and June 15.~~

~~Bellamy Road — Easterly side, from the intersection with Cataract Avenue southerly
to the property line of 28 Bellamy Road~~ **Alumni Drive**

~~Bellamy Road — Easterly side from #28 southerly to Alumni Drive 7:30 AM to 2:30
PM, Monday through Friday, between September 1 and June 15~~

3. TAKES EFFECT

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Councilor Dean Trefethen

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.A.2

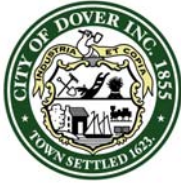
Ordinance Number:
Ordinance Title: **O – 2008.07.23-7**
Chapter: Chapter 166, Vehicles and Traffic

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor , Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.A.2

Ordinance Number:
Ordinance Title: **O – 2008.07.23-7**
Chapter: Chapter 166, Vehicles and Traffic

ORDINANCE BACKGROUND MATERIAL:

Dover High School students who have attained legal driving age have relied on personal vehicles for transportation in increasing numbers over the years. In 2003, the Dover High School adopted a paid parking permit program to help manage student parking on school grounds. Since then, student parking has increased on neighborhood streets near the high school. A certain percentage of the student population will choose not to pay for a permit or will not be eligible for one. The school cannot control the parking behaviors of its students who park off site. On a fairly consistent basis, DHS and DMS lots are underutilized.

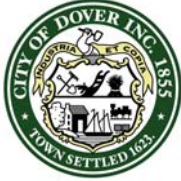
Neighborhood parking by DHS students brings a number of associated public safety hazards. There are imminent public safety concerns associated with increased student pedestrian traffic on Route 108 (Durham Road) or on Bellamy Road, where many of the students park on the neighborhood streets and then walk to and from the school. This increases the potential for collisions when drivers stop suddenly for pedestrians who may or may not be utilizing a crosswalk. Many of these affected neighborhood streets are not designed to accommodate long term parking on both sides, resulting in narrowed travel lanes. The police department has fielded complaints regarding excessive noise, littering, and excessive speed in the neighborhoods.

In 2004, residents of Lisa Beth Circle petitioned the City for relief. The result was an ordinance that restricted all parking on that street during school hours. This eliminated the problem of student parking, but it also restricted all parking (including residents, guests, contractors working on their homes, etc.) Once an ordinance was passed to restrict parking on Lisa Beth, the problem expanded outward to other neighborhood streets.

The implementation of time limited parking on these neighborhood streets would be less restrictive than a blanket parking ban. It is also consistent with timed parking restrictions in effect in the downtown area, which ensure that parking turns over appropriately for customers of the downtown merchants. It is intended to allow residents, their guests, and contractors who work on their homes to park on the affected streets during the school day, but keep those who would otherwise park for the entire time period (students) from utilizing the areas. The affected streets would be posted with signs reading "Two Hour Parking – Mon-Fri, 8 AM – 2 PM, Sept 1 – June 15".

As is the case in the downtown area, residents can receive an on-street parking permit from the police department (in this case at no charge) to exempt them from the two hour limit. The police department will enforce the two hour parking restriction only upon complaint from the residents.

The Transportation Advisory Commission has heard concerns from residents of these neighborhoods. Lisa Beth Drive residents have also expressed their favor of a less restrictive ordinance compared to their current restriction. The Transportation Advisory Commission recommends that this ordinance revision be adopted for each of the public streets named. These streets are within a 1500' radius of Dover High School.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.A.3.

Ordinance Number: **O – 2008.07.23 - 8**
Ordinance Title: Rezoning K-6 from ETP to R-40
Chapter: Chapter 170, Zoning

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 170 of the Code of the City of Dover, entitled Zoning, to comply with a request of a landowner (Helen Preston of 130 Middle Road), to rezone her land from non-residential to residential.

2. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising the official Zoning Map of the City of Dover, referred to in Section 170-8 of said Chapter as follows:

“The official Zoning Map of the City of Dover, New Hampshire, dated May 25, 1979, is amended by changing from Executive Technology Park (ETP) to Rural Residential (R-40) an area of approximately 18 acres located Middle Road consisting of a portion of parcel K-6 west of Middle Road.”

3. TAKES EFFECT

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Dean Trefethen, Councilor Ward 4

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

David Scott, Councilor Ward 3

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.A.3.

Ordinance Number: **O – 2008.07.23 - 8**
Ordinance Title: Rezoning K-6 from ETP to R-40
Chapter: Chapter 170, Zoning

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Vacant, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.A.3.

Ordinance Number: **O – 2008.07.23 - 8**
Ordinance Title: Rezoning K-6 from ETP to R-40
Chapter: Chapter 170, Zoning

ORDINANCE BACKGROUND MATERIAL:

Please see attached letter from the landowner, and accompanying map.

On May 6th, 2008 the Planning Board received a letter from Mrs. Helen Preston of 130 Middle Road (Assessor's Map K lot 6), asking the Board to rezone her property from Executive Technology Park (ETP) to Rural Residential (R-40), as per chapter 170 – 53.

On May 27th, 2008 the Planning Board posted the rezoning and scheduled a public hearing adhering to 170-53C. The public hearing was held on June 24th, 2008.

On July 8, 2008 the Planning Board unanimously voted to adopt this ordinance, and forward it onto the City Council for ratification.

Posted 5/27/00

Preston Family Trus;
Map K-6

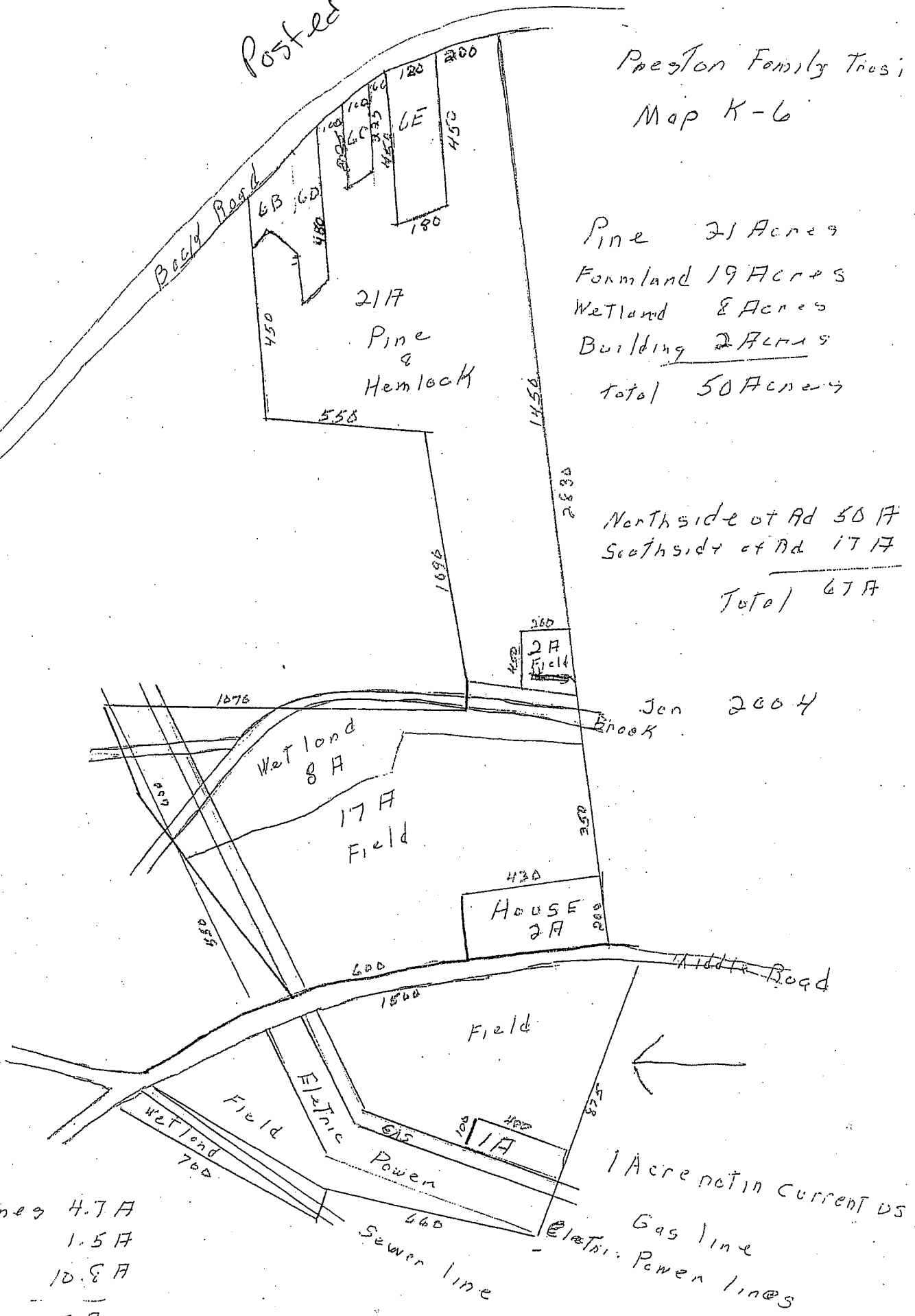
Pine 21 Acres
Farmland 19 Acres
Wetland 8 Acres
Building 2 Acres
Total 50 Acres

Northside of Rd 50 ft
Southside of Rd 17 ft

Total 67 ft

- To Dover

Power lines 4.7 A
Wetland 1.5 A
Field 10.8 A
Total 17 Acres

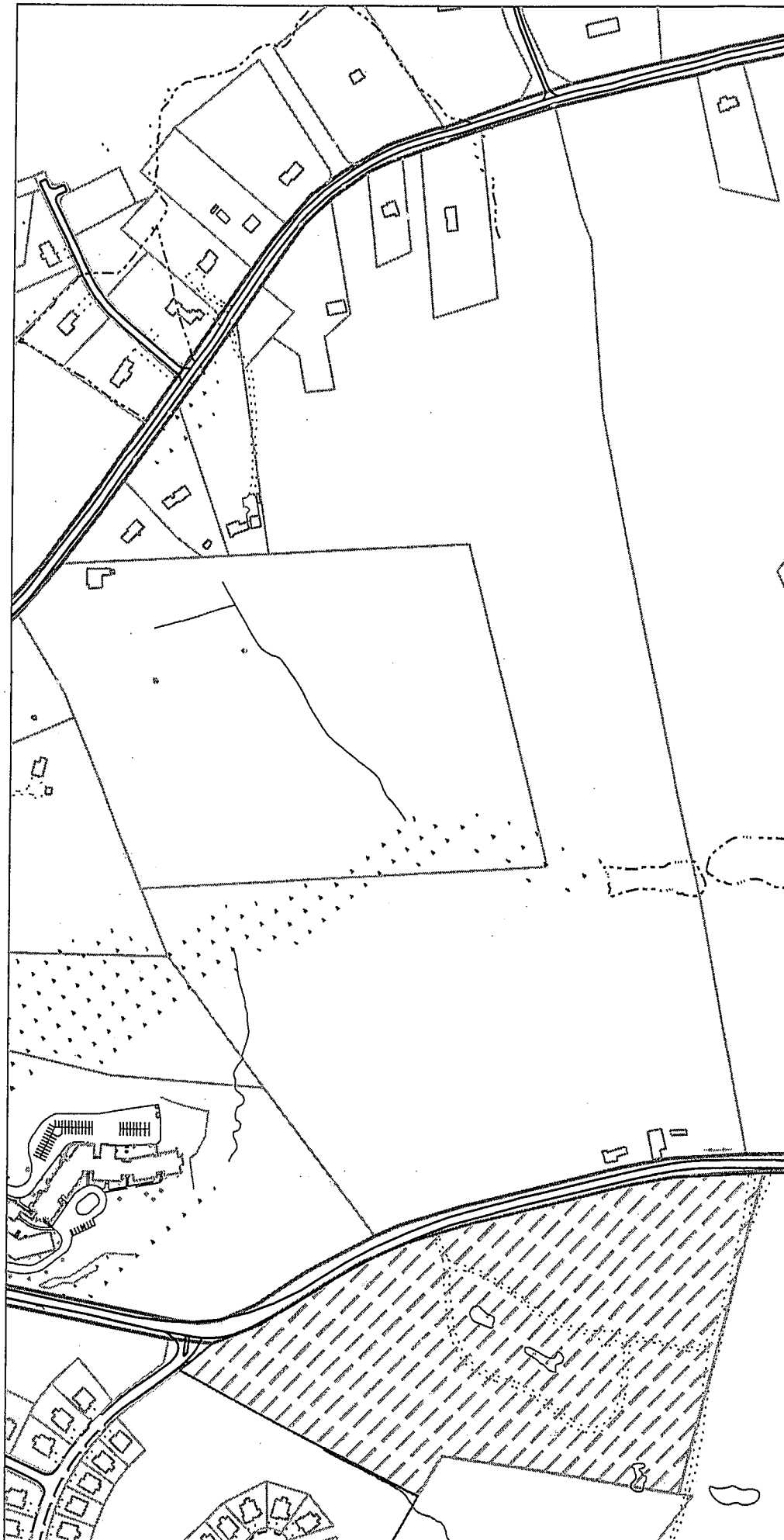


5/6/2008

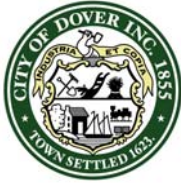
To Christopher G. Parker
Planning Director, City of Dover, N.H.

I Helen F. Preston, 130 Middle Road
Dover, N.H. Property owner, request the
Zoning on my 18 acres on the southwest
side of Middle Road revert back to R-40
from the ETP Zoning it was changed
to with the Willidms property. Now
that property reverts back to R-40 for
the overlay district my property is
now a spot Zoning change. I would
appreciate this be changed as soon
as possible.

Thank you for your time
Helen F. Preston



 = Area to be rezoned from ETP to R-40.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.A.4.

Ordinance Number: **O – 2008.07.23-9**
Ordinance Title: Restricting Residential uses in the B-3, O and UMUD Districts
Chapter: Chapter 170, Zoning

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 170 of the Code of the City of Dover, entitled Zoning, to amend the allowance for residential structures in the B-3 (Thoroughfare Business District) O (Office) and UMUD (Urban Mixed Use District) Districts in the City of Dover.

2. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12, Applicability of Table of Use Regulations: Table I: Principal Uses, Part A, by amending as follows:

“A. Residential Uses.

USES	B-3
CONVERSION OF EXISTING DWELLING TO ACCOMMODATE NOT MORE THAN 4 UNITS	~~S~~ -
CONVERSION OF EXISTING DWELLING TO ACCOMMODATE 5 OR MORE UNITS	~~S~~ -

And; revising footnote numbers [9] and [23] to read as follows:

[9] Provided that the lot contain at least six hundred (600) square feet for each dwelling unit and that each dwelling unit contain at least six hundred (600) square feet of gross floor area, **and that dwelling units are allowed only in the second story or higher of a structure. Units must be contained within an existing structure.**

[23] Provided that the lot contain at least five thousand (5,000) square feet for each dwelling unit, **and that dwelling units are allowed only in the second story or higher of a newly constructed structure.**

3. TAKES EFFECT

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

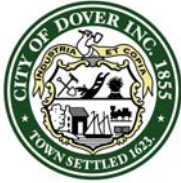
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Dean Trefethen, Councilor Ward 4
Planning Board Representative

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.A.4.

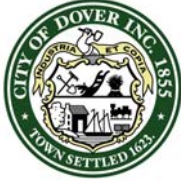
Ordinance Number: **O – 2008.07.23-9**
Ordinance Title: Restricting Residential uses in the B-3, O and UMUD Districts
Chapter: Chapter 170, Zoning

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Vacant, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.A.4.

Ordinance Number:	O – 2008.07.23-9
Ordinance Title:	Restricting Residential uses in the B-3, O and UMUD Districts
Chapter:	Chapter 170, Zoning

ORDINANCE BACKGROUND MATERIAL:

Included as part of the 2007 update to the Land Use chapter of the City's Master Plan, are over 40 recommendations. As part of that list "MU4 – Restrict allowed residential uses in non-residential zones to be limited to the second floor or above" promotes first floor commercial uses in these districts. Following up on that recommendation, staff developed this ordinance change.

The following are the anticipated affects of this ordinance:

In the B-3 (Thoroughfare Business) District, current regulations allow for the conversions for one (1) unit to four (4) or more units with special exception. Additionally, multi-family dwelling units are allowed with special exception, and may be on the first floor.

Under the proposed regulations, conversions are not allowed to create more than two (2) units, and multi-family dwelling units are allowed only in the second story or higher of a newly constructed structure.

The B-3 districts are in the following locations of the City:

- Dover Point Road (Weathervane)
- Dover Point Road (Thornwood Lane to Constitution)
- Central Avenue (Exit 7 interchange)
- Silver Street (Exit 8 interchange)
- Portland Avenue (Opposite Guppy Park)
- Broadway (Railroad Bridge – Oak Street)
- Oak and Central Ave
- Central Avenue (Miracle Mile)
- New Rochester Road (Strafford Farms – Long Hill)

In the UMUD (Urban Mixed Use District) District, current regulations allow for multi-family dwelling units and they may be on the first floor.

Under the proposed regulations, multi-family dwelling units are allowed only in the second story or higher of a newly constructed structure.

The UMUD districts are in the following locations of the City: Dover Point Road (Weathervane)

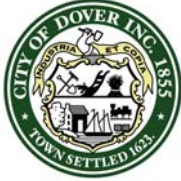
- Main Street (Pacific Mills)
- Charles/Mill Street (Sawyer Mills)

In the O (Office) District, current regulations allow 3 to 4 units provided there is 5000 s.f. per unit on the lot.

Under the proposed regulations, 3 to 4 units are allowed provided there is 5000 s.f. per unit on the lot and dwelling units are allowed only in the second story or higher of a newly constructed structure..

The O districts are in the following locations of the City:

- Silver/Locust Streets (Belknap to St Thomas)
- Central Avenue (Sixth Street to WDH)
- Central Avenue (WDH)



CITY OF DOVER

CITY OF DOVER - ORDINANCE

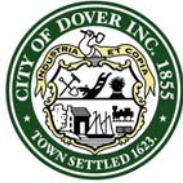
Agenda Item#: 11.A.4.

Ordinance Number:	O – 2008.07.23-9
Ordinance Title:	Restricting Residential uses in the B-3, O and UMUD Districts
Chapter:	Chapter 170, Zoning

- New Rochester Road (Weeks Crossing to Willand Pond)

The Planning Board first reviewed this recommendation on April 8th, 2008 when the board had a workshop on the proposal, as well as discussed it during their regular meeting that night. On April 22nd, the board discussed and posted the proposal. On May 13th, 2008 the Board held a public hearing on the item, and discussed it further on the 27th of May. At that meeting the Board requested a further workshop, which was held on June 24th, 2008.

On July 8, 2008 the Planning Board unanimously voted to adopt this ordinance, and forward it onto the City Council for ratification.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.B.1.

Ordinance Number:

Ordinance Title:

O – 2008.07.09-10

Chapter:

Chapter 3, Administrative Code

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 3, entitled “Administrative Code” of the Code of the City of Dover, 1983 by adding a new section 3-74 to be entitled “Dover Energy Committee.”

2. AMENDMENT

Chapter 3 entitled “Administrative Code” is hereby amended by adding a new Section 3-74 entitled “Dover Energy Committee” as follows:

3-74. DOVER ENERGY COMMITTEE

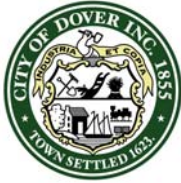
- A. The Dover Energy Committee shall consist of seven (7) members. Members shall serve staggered terms and the initial appointments shall be as follows: two members shall be appointed to three (3) year terms, two members shall be appointed to two (2) year terms and three members shall be appointed for a one (1) year term. Subsequent appointments shall continue staggered terms. In addition, the City Manager shall designate one staff member as a non-voting administration liaison.
- B. The Dover Energy Advisory Committee shall elect a chair and vice chair and shall establish rules subject to Council approval. The Commission shall meet quarterly and more often as required.
- C. The Dover Energy Advisory Committee shall serve as an advisory committee to perform the following functions:
 - 1. Assist in creating an energy conservation policy and procedures to develop energy efficiency and renewable energy projects, to reduce greenhouse gas emissions, and to help insulate the city from fluctuations in future energy costs.
 - 2. Collaborate with and advise other City boards, commissions, and committees involved in similar matters and issues.

3. TAKES EFFECT

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

4. RECOMMENDATION

The City Manager recommends | does not recommend that this Ordinance be adopted.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.B.1.

Ordinance Number:
Ordinance Title: **O – 2008.07.09-10**
Chapter: Chapter 3, Administrative Code

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Sponsored by: Mayor Scott Myers,
By Request

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.B.1.

Ordinance Number:
Ordinance Title: **O – 2008.07.09-10**
Chapter: Chapter 3, Administrative Code

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.B.1.

Ordinance Number:

Ordinance Title:

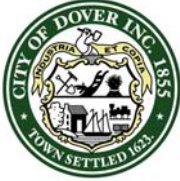
O – 2008.07.09-10

Chapter:

Chapter 3, Administrative Code

ORDINANCE BACKGROUND MATERIAL:

The Dover Energy Committee was formed as an ad-hoc committee for a limited duration. This resolution seeks to create a permanent energy committee.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.C.1.

Resolution Number: **R – 2008.07.23 - 116**

Resolution Re: Reprogramming of CIP Appropriation from Horne Street School Project to High School Roof Replacement Project

WHEREAS: On April 11, 2007 an appropriation in the amount of \$1,000,000 was approved for the replacement of the Dover High School roof and since the date of adoption, extensive investigation and research of the roof's condition has been performed; and

WHEREAS: Since 2007, roofing materials, labor costs, and the scope of work associated with a project of this magnitude have increased dramatically and through a competitive bid process, the Dover School District has determined that an additional \$450,000.00 is needed to properly complete the work; and

WHEREAS: An appropriation in the amount \$2,000,000 was approved in the CIP by the City Council on May 14, 2008 for renovations and improvements to Horne Street Elementary School and the amount of \$450,000.00 is requested for reprogramming from the Horne Street School Project to the Dover High School Roof Replacement Project by the Dover School Board per resolution approved July 9, 2008; and.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The City Council approves reprogramming an amount not to exceed \$450,000.00 from the Horne Street Elementary School CIP Project to the Dover High School Roof Replacement CIP Project.

In accordance with the NH Municipal Finance Act, RSA 33 and City Charter provisions C6-6 and C6-14 a PUBLIC HEARING IS REQUIRED for this resolution and must be approved by a 2/3 majority vote of the City Council.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.C.1.

Resolution Number: **R – 2008.07.23 - 116**
Resolution Re: Reprogramming of CIP Appropriation from Horne Street School Project to High School Roof Replacement Project

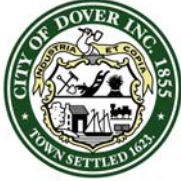
DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEA	NAY
Mayor Scott Myers		
Deputy Mayor *		
Vacancy, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		

* Deputy Mayor not elected at time of vote.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.C.1.

Resolution Number: **R – 2008.07.23 - 116**
Resolution Re: Reprogramming of CIP Appropriation from Horne Street School Project to High School Roof Replacement Project

RESOLUTION BACKGROUND MATERIAL:

The Dover High School roof was last replaced in 1990 with a fully adhered rubber membrane installed directly over the first and original layer of roofing. The surface consists of nearly 80,000 square feet of area. In 1988, systems began to fail and the building has experienced continuous water leaks during rain storms. Intermittent patching and spot repairs were performed over a three-year period in an attempt to limit damage to the interior of the building.

In 2006, the District consulted with several manufacturers and roofing installers to obtain rough estimates to replace the roof (excluding the freshman academy wing constructed in 2003). In September 2007, the District anticipated that the project would cost \$1,000,000.00 and included this figure in the 2007 CIP budget. Once the appropriation was approved by the City Council, the District contracted with an architect to design the project. Throughout the design phase, Goudreau and Associates, P.A. determined that the roof decking would require structural repairs, replacement of roof drains, and replacement of all skylights. These items were unknown at the time the original estimate was developed in 2006. Additionally, an infra-red roof moisture analysis was conducted in April 2008 and concluded that of the 106,000 square feet to be replaced, 30.8 percent of the roof's surface has saturated roof insulation. These areas of wet insulation must be replaced.

In May 2008, a public bid was issued and six firms participated in submitting a bid for construction management delivery process. Through a formal interview process, the District determined that Horne Construction, the low bidder, was best suited by hiring Melanson Roofing Company to perform specifically the roofing portion. In addition, the roofing system was upgraded from a 20 year to a 25 year warranted Firestone TPO system.

RESOLUTION

RE: REQUEST TO REPROGRAM AN EXISTING APPROPRIATION

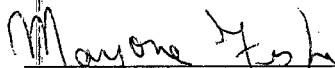
COPY

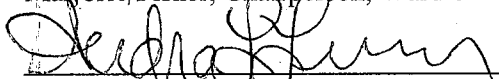
- WHEREAS: On April 11, 2007 an appropriation in the amount of \$1,000,000. was approved for replacement of the Dover High School Roof; and
- WHEREAS: Since the date of adoption, extensive investigation and research of the roof's condition has been performed; and
- WHEREAS: Since 2007, roofing materials, labor costs, and the scope of work associated with a project of this magnitude have increased dramatically; and
- WHEREAS: Through a competitive bid process, the Dover School District has determined that an additional 450,000.00 is needed to properly complete the work; and
- WHEREAS: An appropriation in the amount of \$2,000,000 was proposed and approved by the City Council on May 14, 2008 for renovations and improvements to Horne Street Elementary School; and
- WHEREAS: The amount of \$450,000.00 is requested for reprogramming from the Horne Street School Appropriation to the Dover High School Roof Replacement.

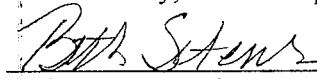
NOW THEREFORE, BE IT RESOLVED THAT HEREIN IS A FORMAL REQUEST FROM THE DOVER SCHOOL BOARD TO THE MAYOR AND DOVER CITY COUNCIL THAT:

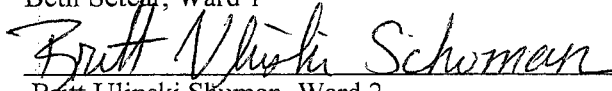
The City Council approves reprogramming an amount not to exceed \$450,000.00 from the Horne Street Elementary School Appropriation to the Dover High School Roof Replacement Project.

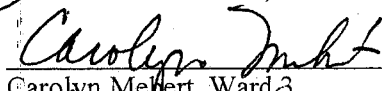
SUBMITTED BY:

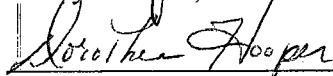

Marjorie Fisher, Chairperson, Ward 6

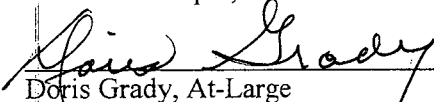

Audra Lurvey, Vice Chairperson, Ward 5


Beth Setear, Ward 1


Britt Ulinski Schuman, Ward 2


Carolyn Mebert, Ward 3


Dorothea Hooper, Ward 4


Doris Grady, At-Large

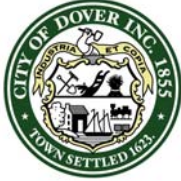
July 9, 2008

BACKGROUND FOR RESOLUTION

The Dover High School roof was last replaced in 1990 with a fully adhered rubber membrane installed directly over the first and original layer of roofing. The surface consists of nearly 80,000 square feet of area. In 1988, a 26,000 square foot ballast system was installed over the Regional Career Technical Center. During 2004, the roofing systems began to fail and the building has experienced continuous water leaks during rain storms. Intermittent patching and spot repairs were performed over a three-year period in an attempt to limit damage to the interior of the building.

In 2006, the District consulted with several manufacturers and roofing installers to obtain rough estimates to replace the roof (excluding the freshman academy wing constructed in 2003). In September 2007, the District anticipated that the project would cost \$1,000,000.00, and included this figure in the 2007 CIP budget. Once the appropriation was approved by the City Council, the District contracted with an architect to design the project. Throughout the design phase, Goudreau and Associates, P.A. determined that the roof decking would require structural repairs, replacement of roof drains, and replacement of all skylights. These items were unknown at the time the original estimate was developed in 2006. Additionally, an infra-red roof moisture analysis conducted in April 2008 and concluded that of the 106,000 square foot to be replaced, 30.8 percent of the roof's surface has saturated roof insulation. These areas of wet insulation must be replaced.

In May 2008, a public bid was issued and six firms participated in submitting a bid for construction management delivery process. Through a formal interview process, the District determined that Horne Construction, the low bidder, was best suited by hiring Melanson Roofing Company to perform specifically the roofing portion. In addition, the roofing system was upgraded from a 20 year to a 25 year warranted Firestone TPO system.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.B.1.

Ordinance Number:
Ordinance Title: **O – 2008.07.09-10**
Chapter: Chapter 3, Administrative Code

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 3, entitled “Administrative Code” of the Code of the City of Dover, 1983 by adding a new section 3-74 to be entitled “Dover Energy Committee.”

2. AMENDMENT

Chapter 3 entitled “Administrative Code” is hereby amended by adding a new Section 3-74 entitled “Dover Energy Committee” as follows:

3-74. DOVER ENERGY COMMITTEE

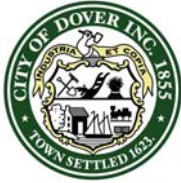
- A. The Dover Energy Committee shall consist of seven (7) members. Members shall serve staggered terms and the initial appointments shall be as follows: two members shall be appointed to three (3) year terms, two members shall be appointed to two (2) year terms and three members shall be appointed for a one (1) year term. Subsequent appointments shall continue staggered terms. In addition, the City Manager shall designate one staff member as a non-voting administration liaison.
- B. The Dover Energy Advisory Committee shall elect a chair and vice chair and shall establish rules subject to Council approval. The Commission shall meet quarterly and more often as required.
- C. The Dover Energy Advisory Committee shall serve as an advisory committee to perform the following functions:
 1. Assist in creating an energy conservation policy and procedures to develop energy efficiency and renewable energy projects, to reduce greenhouse gas emissions, and to help insulate the city from fluctuations in future energy costs.
 2. Collaborate with and advise other City boards, commissions, and committees involved in similar matters and issues.

3. TAKES EFFECT

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

4. RECOMMENDATION

The City Manager recommends | does not recommend that this Ordinance be adopted.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.B.1.

Ordinance Number:
Ordinance Title: **O – 2008.07.09-10**
Chapter: Chapter 3, Administrative Code

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Sponsored by: Mayor Scott Myers,
By Request

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.B.1.

Ordinance Number:

Ordinance Title:

O – 2008.07.09-10

Chapter:

Chapter 3, Administrative Code

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 11.B.1.

Ordinance Number:

Ordinance Title:

O – 2008.07.09-10

Chapter:

Chapter 3, Administrative Code

ORDINANCE BACKGROUND MATERIAL:

The Dover Energy Committee was formed as an ad-hoc committee for a limited duration. This resolution seeks to create a permanent energy committee.



RECEIVED
DOVER CITY CLERK
DOVER, NH

2008 JUL 14 A 9:58

APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

RAFFLE*.....TAG*.....PARADE**..... BLOCK PARTY**..... ROAD TOLL***.....

Fill In Completely and Return To City Clerk NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Greater Dover Chamber of Commerce

Federal Tax ID number for Organization: 02-0127246

Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political

Contact Person: Donna Anderson Day Time Telephone: 603-742-2218

Address: 299 Central Ave Email Address: donna@dovernh.org

Purpose of Permit: Raffle to be held at Apple Harvest Day - Oct. 4, 2008

Date of Event: October 4, 2008 Specific Time: 9 AM - 4 PM

Location of Event: Central Ave & Downtown Dover

(Raffle Permit only)

Prize (s) To Be Awarded: Various gifts from businesses

Amount of Donation: Varies Date of Drawing: Oct 6, 2008 Specific Time: 12 noon

Place of Drawing: Greater Dover Chamber of Commerce Office

* NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS: Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited Information on these requirements may be found at http://doj.nh.gov/publications/charitable_forms.html.

** NOTE: ALL REQUESTS FOR PARADE PERMITS AND BLOCK PARTIES MUST HAVE PARADE ROUTE APPROVED BY THE POLICE DEPT. BEFORE GOING ON THE COUNCIL AGENDA

***NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT.

I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by same.

Signature: Donna Anderson Date: 7-14-08

Licensing Board approval [Signature] Date: 7/16/08

Revised 03/17/08



RECEIVED
CITY CLERK
DOVER, NH

2008 JUL 16 A 8:58

APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

RAFFLE*.....TAG*.....PARADE**..... BLOCK PARTY**..... ROAD TOLL***.....

Fill In Completely and Return To City Clerk NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Hancock Park Neighborhood
Federal Tax ID number for Organization: _____

Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political

Contact Person: Darlene Johnsmeyer Day Time Telephone: 617-2130

Address: 11 Forest St. Email Address: gratefuljos@aol.com

Purpose of Permit: "Block Party"

Date of Event: Aug. 16th Specific Time: 11AM to 1PM

Location of Event: Hancock Park

(Raffle Permit only)

Prize (s) To Be Awarded: _____

Amount of Donation: _____ Date of Drawing: _____ Specific Time: _____

Place of Drawing: _____

*** NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS:** Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited Information on these requirements may be found at http://doj.nh.gov/publications/charitable_forms.html.

**** NOTE:** ALL REQUESTS FOR PARADE PERMITS AND BLOCK PARTIES MUST HAVE PARADE ROUTE APPROVED BY THE POLICE DEPT. BEFORE GOING ON THE COUNCIL AGENDA

*****NOTE:** SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT.

I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by same.

Signature: Darlene Johnsmeyer Date: 7/16/08

Licensing Board approval: [Signature] Date: 7/16/08
Revised 03/17/08

OK w/ [Signature]



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.3.

Resolution Number: **R – 2008.08.13-118**

Resolution Re: **CLOSING A PORTION OF CENTRAL AVENUE FOR
THE ANNUAL APPLE HARVEST DAY FESTIVAL**

WHEREAS: The annual Apple Harvest Day Festival is an event important to economic well being of the community; and

WHEREAS: This festival will feature craft booths, food vendors and various entertainment acts throughout the day; and

WHEREAS: These activities will also attract visitors from other areas, thereby publicizing the City of Dover and building good will among our neighboring communities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

A portion of Central Avenue from Third Street to Washington Street shall be closed to vehicular traffic from 6:00 A.M. to 6:00 P.M. on Saturday, October 4, 2008.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.3.

Resolution Number: **R – 2008.08.13-118**

Resolution Re: **CLOSING A PORTION OF CENTRAL AVENUE FOR
THE ANNUAL APPLE HARVEST DAY FESTIVAL**

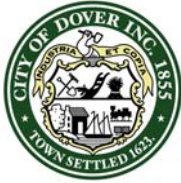
DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor, Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

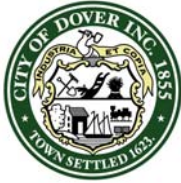
Agenda Item#: 12.A.3.

Resolution Number: **R – 2008.08.13-118**

Resolution Re: CLOSING A PORTION OF CENTRAL AVENUE FOR
THE ANNUAL APPLE HARVEST DAY FESTIVAL

RESOLUTION BACKGROUND MATERIAL:

The Apple Harvest Day Festival is an annual event held in the downtown area requiring the closure of a portion of Central Avenue.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.4.

Resolution Number: **R – 2008.08.13 - 119**

Resolution Re: **SETTING THE VOTING HOURS FOR THE STATE
PRIMARY ELECTION**

WHEREAS: The City Council sets the voting hours for the election; and

WHEREAS: The State Primary Election will be held on September 9, 2008.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The voting hours at all Wards in the City of Dover will be from 8:00 A.M. to 7:00 P.M. for the State Primary Election.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.4.

Resolution Number: **R – 2008.08.13 - 119**
Resolution Re: **SETTING THE VOTING HOURS FOR THE STATE
PRIMARY ELECTION**

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

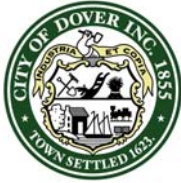
Agenda Item#: 12.A.4.

Resolution Number: **R – 2008.08.13 - 119**

Resolution Re: SETTING THE VOTING HOURS FOR THE STATE
PRIMARY ELECTION

RESOLUTION BACKGROUND MATERIAL:

In accordance with State RSA's the City Council must set the polling hours in their respective communities.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.5.

Resolution Number: **R – 2008.08.13 - 120**

Resolution Re: **SETTING THE VOTING HOURS FOR THE
PRESIDENTIAL ELECTION ON NOVEMBER 4, 2008**

WHEREAS: The City Council sets the voting hours for the elections; and

WHEREAS: The Presidential Election will be held on November 4, 2008

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The voting hours at all Wards in the City of Dover will be from 8:00 A.M. to 7:00 P.M. for the Presidential Election on November 4, 2008.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.5.

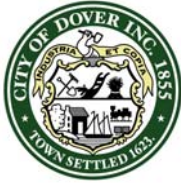
Resolution Number: **R – 2008.08.13 - 120**
Resolution Re: **SETTING THE VOTING HOURS FOR THE
PRESIDENTIAL ELECTION ON NOVEMBER 4, 2008**

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.5.

Resolution Number: **R – 2008.08.13 - 120**

Resolution Re: SETTING THE VOTING HOURS FOR THE
PRESIDENTIAL ELECTION ON NOVEMBER 4, 2008

RESOLUTION BACKGROUND MATERIAL:

In accordance with State RSA's the City Council must set the polling hours in their respective communities.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.08.13 - 121**

Resolution Re: **LEASE AGREEMENT – BARBADOES POND**

WHEREAS: The State intends to maintain, manage, operate, inspect, and enforce an access facility on the banks of the Barbadoes Pond on land owned by the City of Dover for the benefit of the general public.

WHEREAS: The State will use the Premises for the purpose of providing cartop/canoe and walk-in access to Barbadoes Pond

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

That the City Manager is hereby authorized to enter into the lease agreement with the State of New Hampshire for the purpose of a public access facility at Barbadoes Pond.

NOTE: A PUBLIC HEARING IS REQUIRED

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.08.13 - 121**

Resolution Re: **LEASE AGREEMENT – BARBADOES POND**

DOCUMENT HISTORY:

First Reading Date:

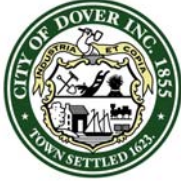
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor, Ward 1- Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.08.13 - 121**
Resolution Re: **LEASE AGREEMENT – BARBADOES POND**

RESOLUTION BACKGROUND MATERIAL:

STATE OF NEW HAMPSHIRE

Lease Agreement for Dover, N.H Public Access Facility

1. PARTIES TO THE LEASE

The Lessor (hereinafter referred to as the "City") is:

City of Dover incorporated in the State of New Hampshire with a Business Address of 288 Central Avenue, Dover, NH, 03820 and a phone number of (603) 516-6000 having been granted authority to enter into this lease by the City of Dover City Council, **[date]** the minutes of which are attached as Appendix A,

The Lessee (hereinafter referred to as the "State") is:

The State of New Hampshire acting by and through its Fish and Game Department, 11 Hazen Drive, Concord, NH 03301 with a phone number of 603-271-3511.

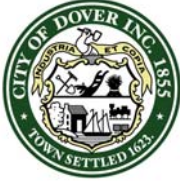
The indenture of this Lease Agreement for **Dover**, New Hampshire canoe/cartop and walk in public access facility at Barbadoes Pond (hereinafter the "Lease") shall be effective on the date of the Lease's approval by the New Hampshire Governor and Executive Council (the "Effective Date"). This Lease is to be recorded by the State in the **Strafford** County Registry of Deeds within thirty (30) days after approval of Governor and Executive Council.

WITNESSETH THAT:

2. DEMISE OF PREMISES

For and in consideration of the mutual covenants and agreements herein contained, the City hereby demises to the State and the State hereby leases from the City, the following Premises (hereinafter called the "Premises") for the Term (as defined herein) and upon the terms and conditions hereinafter set forth:

- A. A 25 foot wide existing right-of-way leading from "Old Stage Road" for approximately 100 feet to an approximately 50 foot by 400 foot long area for parking, an existing ten (10) foot wide by 900 feet long, more or less, gravel path from said designated parking area to the shore of said Barbadoes Pond, and a 150 foot wide by approximately 250 feet along the shore of said Barbadoes Pond, said premises being over and upon a portion of land owned by the City identified as Tax Map F-1, Lot F-42, also known as the Hughes Well lot.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.08.13 - 121**

Resolution Re: **LEASE AGREEMENT – BARBADOES POND**

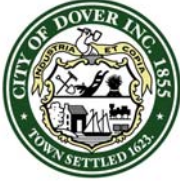
The demise of the Premises consists of an area of land described in a Plan entitled Statewide Public Boat Access Program **[description of plan]** added to the Lease as Appendix B (hereinafter called the "Plan"). The State will be responsible for the costs of preparing the Plan. Said Plan may be amended by the State during project development and construction by mutual agreement of the State and the City.

3. PURPOSE OF THE LEASE

Pursuant to this Lease, the State intends to maintain, manage, operate, inspect, and enforce an access facility (hereinafter called the "Facility") on the banks of the **Barbadoes Pond** on land owned by the City of Dover for the benefit of the general public. The State shall record, after review and written approval by the City, a Notice of Completion including final design in the **[County]** County Registry of Deeds (the "Registry"), which shall include the Effective Date and the Term of this Lease, as hereinafter defined, and shall incorporate the terms and conditions of this Lease by reference.

4. TERM; DELAY IN OCCUPANCY; EXTENSION OF TERM

- A. **Term:** The State shall have and hold the Premises for five (5) years, commencing on the Effective Date (the "Term").
- B. **Delay in Occupancy:** If for any reason, the City fails to complete preparations of the Premises for occupancy by the State, or the City is unable to deliver possession of the Premises on the Effective Date of this Lease, all conditions and covenants of the State hereunder shall, at the State's option, be postponed until possession of the Premises is given, or until such reasonable time as the City shall complete all necessary preparations.
- C. **Extension of Term - General:** The State, subject to approval by the Governor and Executive Council, and the City may agree to extend the Term to a mutually agreeable additional term, upon the same terms and conditions as set forth herein. Either the City or the State must initiate discussions regarding extension at least one (1) year in advance of the termination of this Lease in order to allow all necessary approvals to be obtained before the Lease expires. In such event, the Lease shall be amended and a corrective notice shall be recorded at the Registry to memorialize the additional term.
- D. **Extension of the Term - Capital Improvements at Request of City:** If, at the request of the City, additional capital improvements are made to the site by the State during the Term of this Lease, this Lease shall be extended by the life of the additional improvements made, said additional life of improvements to be determined by the State with the assistance of the Federal Funding Agency at the time the improvements are planned. In such event, the Lease shall be amended and a corrective notice shall be recorded at the Registry to memorialize the extension of the Term. Notwithstanding the forgoing, and notwithstanding anything to the contrary in this Lease, if the condition of the Facility jeopardizes the health or safety of the public, the State may make all necessary repairs to the Facility including, but not limited to, in-kind replacement of capital improvements.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.08.13 - 121**

Resolution Re: **LEASE AGREEMENT – BARBADOES POND**

- E. **Conditions on the Extension of Term:** It is hereby understood and agreed by the parties that any extensions of this Lease are conditional upon mutual approval by the New Hampshire Governor and Executive Council and the City. If an extension request is denied by either party, this Lease shall terminate pursuant to the original Term as set forth above; unless the parties agree that the Lease should terminate sooner. In the event that the Term shall be amended, a corrective Notice shall be recorded at the Registry to memorialize the amended Term.

5. **CONSIDERATION**

There shall be no monies paid by the State to the City as rent. In lieu of rent, the State shall maintain, manage, operate, inspect and enforce a public access Facility, as depicted on the Plan, during the Term of the Lease for the benefit of City residents and the non-resident general public.

6. **CONDITIONAL OBLIGATION OF THE STATE**

Notwithstanding the provisions of Sections 4 and 5 or anything contained in this Lease to the contrary, it is hereby expressly understood and agreed by the Parties hereto that the existence and continuance of this Lease and the obligations of the State hereunder, with the exception of actions required of the State to protect the public health and safety at the Premises which shall remain a State obligation so long as this Lease is in effect, are contingent upon the availability of State funds appropriated by the General Court of New Hampshire, and that the State shall not be responsible for carrying out the obligations under this Lease except to the extent such funds are available. In the event that any portions of such funds are not available, the State may, at its option, terminate the Lease by serving thirty (30) days written notice to the City of its intention to terminate the Lease. Termination shall occur subject to the requirements of Section 22. The City agrees to waive all claims for damages, injunctive relief, or other relief arising from the State's termination of this Lease pursuant to this Section 6.

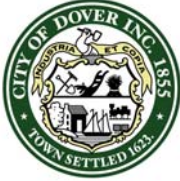
7. **USE OF FACILITY**

The State shall use the Premises for the purpose of providing cartop/canoe and walk-in access to the **Barbadoes Pond**

8. **PLANNED CAPITAL IMPROVEMENTS AND TITLE TO IMPROVEMENTS**

The State shall provide, at its sole cost, the specific capital improvements to the Premises as set forth in Appendix C. All improvements constructed or installed by the State, including but not limited to structures, equipment, and machinery, shall be owned by the State so long as this Lease is in effect. See Section 22 regarding changes to title upon termination of the Lease.

- A. **Subsequent Alterations or Additions:** The State may provide, at its sole cost, such other capital improvements, in addition to those set forth in Appendix C, as may be mutually agreed upon by the parties. Mutual agreement by the parties of any such alterations, additions, or improvements shall be evidenced in writing, signed by both the State and the City, kept on file with the State and the City. The State may conduct a "Public Open House" to collect public comment in the event of any such alterations or additions.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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Resolution Number: **R – 2008.08.13 - 121**

Resolution Re: **LEASE AGREEMENT – BARBADOES POND**

9. CONSTRUCTION OF THE PUBLIC ACCESS FACILITY

The State shall, at its own expense, make any alterations, additions, or improvements to the Premises in order to maintain and operate a Public Access Facility as shown on the Plan.

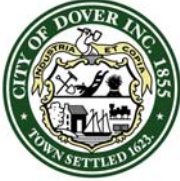
- A. **Manner of Work:** All alterations, additions or improvements to the Premises shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal and State statutes. Any permits required by law or rule shall be obtained by the State. All alterations, additions, or improvements shall be made in accordance with the Plan or shall be mutually agreeable between the State and the City under the procedure described above in Section 8.
- B. **Subsequent Alterations:** Any alterations to the Facility after initial construction shall not weaken or impair the structure of the Facility, substantially lessen its value, or change the purpose for which it is used. No alteration shall be undertaken which decreases or has the effect of decreasing the usefulness of the Premises for a Public Access Facility.

10. MAINTENANCE, MANAGEMENT, OPERATION, INSPECTION AND ENFORCEMENT

For the duration of the Term, the State shall be responsible for the maintenance, management, operation, inspection, and enforcement of the Facility, including but not limited to grounds maintenance and trash and litter removal. State laws and rules, such as those in effect at the Commencement of this Lease (see Appendix D attached hereto), will be enforced by the State. Such laws and rules may be amended from time to time, and laws and rules in effect during this Lease will be enforced. The City may, with approval of the State, post and enforce additional rules that will not interfere with the intent and operation of the Public Boat Access Facility. The State shall be responsible for policing and enforcing all State rules and regulations concerning the use of the Facility. The City shall be responsible for enforcing its rules and regulations.

11. REPAIRS, REPLACEMENTS AND/OR RECONSTRUCTION OF CAPITAL IMPROVEMENTS

- A. **Ordinary Repairs:** The State shall be responsible for and shall undertake any repairs, replacements, and/or reconstruction of any capital improvement to the Facility as may be made necessary by the effects of weather or normal usage and wear by the public. Necessity for such repairs shall be determined by the State. Such repairs, replacements, and/or reconstruction shall be dependent upon the appropriation of adequate funds by the New Hampshire Legislature, Federal Funding, and/or Governor and Council approval.
- B. **Extraordinary Repairs or Major Improvements:** If substantial repairs or construction of capital improvements, not including routine maintenance, are needed to protect public health and safety as determined by the State, and if such repairs or improvements would extend the life of the Facility beyond the term of the Lease, the State will consult with the City as to whether the Lease should be extended by the life of the anticipated new improvements or the Lease should terminate pursuant to the original Term. An extension of the Term of the Lease shall require City approval, as described above in Section



CITY OF DOVER

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Resolution Re: **LEASE AGREEMENT – BARBADOES POND**

4(E). At the State's sole discretion, the State may permit the City to perform the necessary repairs or construction of capital improvements, to an equal or better standard than what would normally be provided by the State.

12. **USE AS A PUBLIC ACCESS SITE**

The City covenants and agrees that the public's use of the Boat Facility shall not be disturbed or interfered with by the City, or any person claiming by, through or under the City. The State agrees and covenants that in the event of an emergency requiring the City to gain immediate access to the Facility, access shall not be denied.

13. **SIGNS**

The State shall have the right to erect, and maintain a sign or signs on the Premises identifying the Facility, listing rules and regulations and posting educational materials that would be helpful to Facility users. All signs shall be removed by the State at the State's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the State as described in Section 22 herein.

14. **PUBLIC ACCESS**

The Facility shall be subject to 24-hour public use for the purpose of providing access to the Barbadoes Pond, and the use thereof for recreational purposes, it being expressly understood by the parties that use of the Facility may not be restricted exclusively to City of **Dover** residents.

15. **CITY ROAD TO FACILITY**

The City shall maintain the existing access road leading from Old Stage Road to the Premises, in a condition suitable to handle public ingress and egress to the Facility.

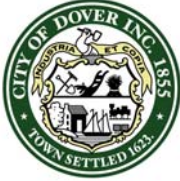
Snow removal on the Premises, will not be provided by the State.

16. **TEMPORARY CLOSURE OF FACILITY**

If conditions at the Facility pose a health or safety hazard, and when construction, maintenance, or enforcement activities require, the State may temporarily close the Facility or any portion of it to public use.

17. **INSURANCE**

Upon the Effective Date and throughout the Term of this Lease, and any extension thereof, the City shall at its sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, a comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on (or claimed to have occurred on) in or about the Premises and caused



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.08.13 - 121**

Resolution Re: **LEASE AGREEMENT – BARBADOES POND**

by, or claimed to have been caused by, the City's negligent acts or omissions. All such insurance shall cover the City against liability and name the State as "additionally insured" within the policy.

Such insurance is to provide minimum protection, in limits of not less than two-hundred fifty thousand (\$250,000.00) per claim and two million (\$2,000,000) per incident. All insurance shall be in 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the State.

The first certificate of such insurance which will be attached hereto as Appendix E, and the City will in subsequent years send the insurance certificates to the Support Services Division of the Fish and Game Department to be kept on file.

18. OTHER CONSISTENT USES

Nothing contained herein shall be deemed to limit the authority of the City to make use of the Premises and its surrounding area for other public or municipal purposes, provided that such other uses do not interfere with the public's use of the Facility for access to the Barbadoes Pond for recreational uses.

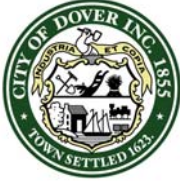
19. ASSIGNMENT AND SUBLEASE

This Lease shall not be assigned by the City or State without the prior written consent of the other, nor shall the State sublet the Premises or any portion thereof without the City's written consent which consent shall not be unreasonably withheld, and provided, further, that any such resulting assignee or sublessee shall have given written certification to the City to accept and perform all of the terms, covenants and conditions of this Lease to be kept and performed by the State, and that the assignee or sublessee agrees to comply with and be bound by said terms, covenants and conditions. Consent by the City to any assignment or sublease shall not waive the necessity for consent to any subsequent assignment or sublet.

In the case of any assignment or sublease of this Lease, the same shall be evidenced in writing with a Notice of Lease that is duly recorded in the Registry. In the event of an assignment of this Lease or any interest therein to a private party, or a sublease of all or any part of the Premises of this Lease to a private party, or if there is a new tenant that is a private party for the balance of this Lease or any extension, the City shall have the right to negotiate a reasonable rent, to require the new tenant to maintain insurance policies to the City's satisfaction, to require payment of real property taxes if the new party is not eligible for a tax exemption, and to make such other changes reasonably related to a typical commercial lease that are being waived for the State.

Notwithstanding the foregoing, the State may sublet the Premises or any portion thereof to a government agency under the auspices of the State without the City's prior consent but will inform the City of its intentions at least 30 days prior to the sublease.

20. INDEMNIFICATION



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.08.13 - 121**

Resolution Re: **LEASE AGREEMENT – BARBADOES POND**

Except as described in Sections C and D below, the City will save the State harmless and will indemnify the State from and against any and all losses suffered by the State, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation or public authority:

- A. **Acts or Omissions of City:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the City, its agents, servants, contractors or employees.
- B. **City's Failure to Perform Obligations:** On account of or resulting from the failure of the City to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the State by reason of any such claim, the City, upon notice from the State shall at City's expense resist or defend such action or proceeding.
- C. **State's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the City to indemnify the State for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the State or its agents, servants, and employees.
- D. **Sovereign Immunity:** Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State and of the City as a subdivision of the State, which immunity is hereby reserved.

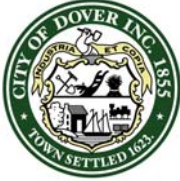
21. FIRE, CASUALTY AND EMINENT DOMAIN

Should a substantial portion of the Premises or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, the City or the State may elect to terminate this Lease, only if the State is not willing or able to replace the Facility as described in Section 11(B).

22. TERMINATION OF LEASE AND TITLE TO ALTERATIONS, ADDITIONS OR IMPROVEMENTS

Subject to the sub-paragraph immediately below, title to all improvements constructed or installed by the State, including but not limited to structures, equipment, and machinery, shall be in the State so long as this Lease is in effect.

- A. **Removal of State Property:** The State may, no later than 120 days after the termination or expiration of this Lease or any extension thereof, remove from the Premises any and all personal property installed by it, such as signs, materials and equipment, provided that doing so does not cause any substantial damage to the Premises. Any structures or other permanent improvements that were constructed by the State but are not in a safe condition for use by the public shall be removed



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.08.13 - 121**

Resolution Re: **LEASE AGREEMENT – BARBADOES POND**

without unnecessary damage to the land, unless the City agrees in writing to accept title to such improvements. All permanent improvements with useful life remaining, and all other property not so removed, shall become the property of the City at the end of the 120-day period after the termination or expiration of the Lease.

- B. **Condition of Premises at Termination:** The State shall leave the Premises in good order and condition, and shall repair any and all damage caused by removal of its property, ordinary wear and tear of the Premises excepted.

23. BREACH BY CITY

In the event that the City defaults in the observance of any of the City's covenants, agreements and obligations hereunder, and if such default materially impairs the habitability and use of the Premises by the State, which is not corrected within thirty (30) days of the date of the written notice by the State to the City specifying such default and requiring it to be remedied, then the State may serve a written five (5) day notice of cancellation of this Lease upon the City, and upon the expiration of such a five (5) day period, the Lease shall terminate.

If any such default of the City does not materially impair the habitability and use of the Premises by the State, the City shall cure such default within thirty (30) days of the date on the written notice or within such reasonable alternative amount of time agreed upon in writing by the State, failing which, the State may terminate this Lease upon ten (10) days written notice to City.

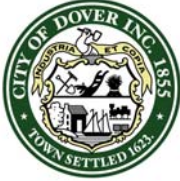
If the City believes that activities on the Premises constitute a threat to the public water supply the City may, at its option, terminate the Lease by serving thirty (30) days written notice to the State of its intention to terminate the Lease. Termination shall occur subject to the requirements of Section 22.

Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

24. CONDITIONS PRECEDENT OF THE STATE

The State's obligations under this Lease, including its obligation to maintain the Facility, are subject to each of the following conditions, which run to the State's exclusive benefit:

- A. The State may perform, at its cost, any necessary activities to assure that the Premises meets the Department's programmatic objectives. These objectives include, but are not limited to the following:
- a. Acceptable level of hazardous waste that meet or exceed public safety and health standards;
 - b. Protection of federal and state endangered/threatened and rare plant & animals species and their critical habitats;
 - c. Protection of state historic/prehistoric resources;
 - d. Protection of essential fish habitats (EFH) for marine, estuarine and anadromous finfish, mollusks and crustaceans;



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.08.13 - 121**

Resolution Re: **LEASE AGREEMENT – BARBADOES POND**

- e. Floodplain, flood storage and wetland protection;
- f. Shoreland protection of public waters consistent with the Shoreland Protection Act;
- g. Protection of navigation in navigable waters;
- h. Farmland protection policies; and
- i. Coastal zone management policies.

If the Premises fail, in the State's sole discretion, to meet any of the above objectives, the State's obligations under this Lease shall be void.

- B. The State must obtain approval from the Governor and Executive Council to enter into the Lease and to make capital improvements on the Premises. The State shall provide notice to the City within 14 days of receipt of such approval.

In the event that the conditions precedent cannot be satisfied by the State, then this Lease shall terminate without recourse by or against either party.

25. SURRENDER OF THE PREMISES

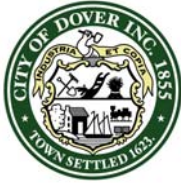
In the event that the Lease, and any extension thereof, shall have expired or terminated, the State shall peacefully quit and surrender the Premises to the City, consistent with the terms in Section 22. The State's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.

26. NOTICE

Any notice sent by a party hereto to the other party shall be delivered by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 above.

27. MISCELLANEOUS

- A. **Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by, the parties. It can be amended only by a written instrument executed and approved by the City and the State.
- B. **No Waiver or Breach:** No assent by either party, whether express or implied, shall act as a waiver of a right of action for damages as a result of a breach of covenant, condition or obligation by the other party, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

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Resolution Re: **LEASE AGREEMENT – BARBADOES POND**

- C. **Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- D. **Meaning of "City" and "State":** Where the context so allows, the meaning of the term "City" shall include the employees, agents, contractors, servants and licensees of the City, and the term "State" shall include the agencies, departments, employees, agents, contractors, servants, and licensees of the State.
- E. **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- G. **Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- H. **No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- I. **Third Parties:** The parties hereto do not intend to benefit any specific third parties, and this agreement shall not be construed to confer any such benefit.
- J. **Incompatible Use:** The City will not rent, lease, or otherwise furnish or permit the use of the Premises, to any enterprise or activity whereby the efficient daily operation of the Facility would be adversely affected by the subsequent increase in traffic, parked vehicles, noise, odors, or any other objectionable condition or activity.

IN WITNESS WHEREOF:

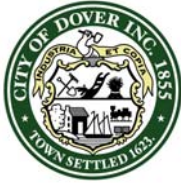
The parties hereto have set their hands on the following three signature pages:

STATE OF NEW HAMPSHIRE

The State of New Hampshire, acting through its Fish and Game Department on this
day ____ of _____, 2008.

Glenn Normandeau, Executive Director

State of New Hampshire
County of _____



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.08.13 - 121**

Resolution Re: **LEASE AGREEMENT – BARBADOES POND**

Personally appeared on this _____ day of _____, 2008, Glenn Normandeau, who acknowledges himself to be the Executive Director for the New Hampshire Fish and Game Department, and as such is duly authorized to executed the foregoing instrument for the purposes therein contained, by signing his name on behalf of the State of New Hampshire.

Notary Public/Justice of the Peace [seal]

My Commission Expires: _____

CITY OF [CITY]

APPROVED: On this _____ day of _____, 2008.

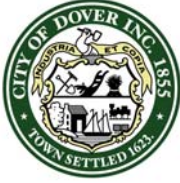
Mayor

State of New Hampshire

County of _____

Personally appeared on this _____ day of _____, 2008, the undersigned officer who acknowledged themselves to be the Mayor of the City of Dover and that as such, he/she are duly authorized to execute the foregoing instrument for the purposes therein contained, by signing their names on behalf of the City of Dover.

Notary Public/Justice of the Peace [seal]



CITY OF DOVER

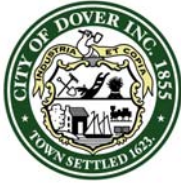
CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.08.13 - 121**

Resolution Re: LEASE AGREEMENT – BARBADOES POND

My Commission Expires: _____



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.08.13 - 121**

Resolution Re: **LEASE AGREEMENT – BARBADOES POND**

APPROVALS:

Approved by the Department of Justice as to form, substance, and execution on this _____ day of _____, 2008;

Assistant Attorney General

Approved by the Governor and Executive Council:

Approval Date: _____ Item #: _____

The date of approval by the Governor and Executive Council shall constitute the Effective Date of this Lease.

APPENDIX A

MINUTES OF CITY OF DOVER MEETING OF THE CITY COUNCIL

APPENDIX B

STATEWIDE PUBLIC BOAT ACCESS PROGRAM BARBADOES POND, DOVER, NH SITE PLAN

APPENDIX C

LIST of ACCESS AREA IMPROVEMENTS to be made by NH FISH AND GAME

The New Hampshire Fish and Game Department will:

- Replace the existing approximately 120 feet of fencing with a four (4) foot high wire fence;
- Replace the existing 21 foot chain gate with a fourteen foot post gate;
- Continue placement and maintenance of portable toilets seasonally for the life of the lease;

APPENDIX D

NH FISH AND GAME BOAT ACCESS AREA
RULES and REGULATIONS

APPENDIX E

CITY'S CERTIFICATE OF INSURANCE

STATE OF NEW HAMPSHIRE
Lease Agreement for Dover, N.H Public Access Facility

1. PARTIES TO THE LEASE

The Lessor (hereinafter referred to as the "City") is:

City of Dover incorporated in the State of New Hampshire with a Business Address of 288 Central Avenue, Dover, NH, 03820 and a phone number of (603) 516-6000 having been granted authority to enter into this lease by the City of Dover City Council, **[date]** the minutes of which are attached as Appendix A,

The Lessee (hereinafter referred to as the "State") is:

The State of New Hampshire acting by and through its Fish and Game Department, 11 Hazen Drive, Concord, NH 03301 with a phone number of 603-271-3511.

The indenture of this Lease Agreement for **Dover**, New Hampshire canoe/cartop and walk in public access facility at Barbadoes Pond (hereinafter the "Lease") shall be effective on the date of the Lease's approval by the New Hampshire Governor and Executive Council (the "Effective Date"). This Lease is to be recorded by the State in the **Strafford** County Registry of Deeds within thirty (30) days after approval of Governor and Executive Council.

WITNESSETH THAT:

2. DEMISE OF PREMISES

For and in consideration of the mutual covenants and agreements herein contained, the City hereby demises to the State and the State hereby leases from the City, the following Premises (hereinafter called the "Premises") for the Term (as defined herein) and upon the terms and conditions hereinafter set forth:

- A. A 25 foot wide existing right-of way leading from "Old Stage Road" for approximately 100 feet to an approximately 50 foot by 400 foot long area for parking, an existing ten (10) foot wide by 900 feet long, more or less, gravel path from said designated parking area to the shore of said Barbadoes Pond, and a 150 foot wide by approximately 250 feet along the shore of said Barbadoes Pond, said premises being over and upon a portion of land owned by the City identified as Tax Map F-1, Lot F-42, also known as the Hughes Well lot.

The demise of the Premises consists of an area of land described in a Plan entitled Statewide Public Boat Access Program **[description of plan]** added to the Lease as Appendix B (hereinafter called the "Plan"). The State will be responsible for the costs of

preparing the Plan. Said Plan may be amended by the State during project development and construction by mutual agreement of the State and the City.

3. PURPOSE OF THE LEASE

Pursuant to this Lease, the State intends to maintain, manage, operate, inspect, and enforce an access facility (hereinafter called the "Facility") on the banks of the **Barbadoes Pond** on land owned by the City of Dover for the benefit of the general public. The State shall record, after review and written approval by the City, a Notice of Completion including final design in the **[County]** County Registry of Deeds (the "Registry"), which shall include the Effective Date and the Term of this Lease, as hereinafter defined, and shall incorporate the terms and conditions of this Lease by reference.

4. TERM; DELAY IN OCCUPANCY; EXTENSION OF TERM

- A. Term:** The State shall have and hold the Premises for five (5) years, commencing on the Effective Date (the "Term").
- B. Delay in Occupancy:** If for any reason, the City fails to complete preparations of the Premises for occupancy by the State, or the City is unable to deliver possession of the Premises on the Effective Date of this Lease, all conditions and covenants of the State hereunder shall, at the State's option, be postponed until possession of the Premises is given, or until such reasonable time as the City shall complete all necessary preparations.
- C. Extension of Term - General:** The State, subject to approval by the Governor and Executive Council, and the City may agree to extend the Term to a mutually agreeable additional term, upon the same terms and conditions as set forth herein. Either the City or the State must initiate discussions regarding extension at least one (1) year in advance of the termination of this Lease in order to allow all necessary approvals to be obtained before the Lease expires. In such event, the Lease shall be amended and a corrective notice shall be recorded at the Registry to memorialize the additional term.
- D. Extension of the Term - Capital Improvements at Request of City:** If, at the request of the City, additional capital improvements are made to the site by the State during the Term of this Lease, this Lease shall be extended by the life of the additional improvements made, said additional life of improvements to be determined by the State with the assistance of the Federal Funding Agency at the time the improvements are planned. In such event, the Lease shall be amended and a corrective notice shall be recorded at the Registry to memorialize the extension of the Term. Notwithstanding the forgoing, and notwithstanding anything to the contrary in this Lease, if the condition of the Facility jeopardizes the health or safety of the public, the State may make all

necessary repairs to the Facility including, but not limited to, in-kind replacement of capital improvements.

- E. **Conditions on the Extension of Term:** It is hereby understood and agreed by the parties that any extensions of this Lease are conditional upon mutual approval by the New Hampshire Governor and Executive Council and the City. If an extension request is denied by either party, this Lease shall terminate pursuant to the original Term as set forth above; unless the parties agree that the Lease should terminate sooner. In the event that the Term shall be amended, a corrective Notice shall be recorded at the Registry to memorialize the amended Term.

5. CONSIDERATION

There shall be no monies paid by the State to the City as rent. In lieu of rent, the State shall maintain, manage, operate, inspect and enforce a public access Facility, as depicted on the Plan, during the Term of the Lease for the benefit of City residents and the non-resident general public.

6. CONDITIONAL OBLIGATION OF THE STATE

Notwithstanding the provisions of Sections 4 and 5 or anything contained in this Lease to the contrary, it is hereby expressly understood and agreed by the Parties hereto that the existence and continuance of this Lease and the obligations of the State hereunder, with the exception of actions required of the State to protect the public health and safety at the Premises which shall remain a State obligation so long as this Lease is in effect, are contingent upon the availability of State funds appropriated by the General Court of New Hampshire, and that the State shall not be responsible for carrying out the obligations under this Lease except to the extent such funds are available. In the event that any portions of such funds are not available, the State may, at its option, terminate the Lease by serving thirty (30) days written notice to the City of its intention to terminate the Lease. Termination shall occur subject to the requirements of Section 22. The City agrees to waive all claims for damages, injunctive relief, or other relief arising from the State's termination of this Lease pursuant to this Section 6.

7. USE OF FACILITY

The State shall use the Premises for the purpose of providing cartop/canoe and walk-in access to the **Barbadoes Pond**

8. PLANNED CAPITAL IMPROVEMENTS AND TITLE TO IMPROVEMENTS

The State shall provide, at its sole cost, the specific capital improvements to the Premises as set forth in Appendix C. All improvements constructed or installed by the State, including but not limited to structures, equipment, and machinery, shall be owned by the State so long as this Lease is in effect. See Section 22 regarding changes to title upon termination of the Lease.

- A. **Subsequent Alterations or Additions:** The State may provide, at its sole cost, such other capital improvements, in addition to those set forth in Appendix C, as may be mutually agreed upon by the parties. Mutual agreement by the parties of any such alterations, additions, or improvements shall be evidenced in writing, signed by both the State and the City, kept on file with the State and the City. The State may conduct a “Public Open House” to collect public comment in the event of any such alterations or additions.

9. CONSTRUCTION OF THE PUBLIC ACCESS FACILITY

The State shall, at its own expense, make any alterations, additions, or improvements to the Premises in order to maintain and operate a Public Access Facility as shown on the Plan.

- A. **Manner of Work:** All alterations, additions or improvements to the Premises shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal and State statutes. Any permits required by law or rule shall be obtained by the State. All alterations, additions, or improvements shall be made in accordance with the Plan or shall be mutually agreeable between the State and the City under the procedure described above in Section 8.
- B. **Subsequent Alterations:** Any alterations to the Facility after initial construction shall not weaken or impair the structure of the Facility, substantially lessen its value, or change the purpose for which it is used. No alteration shall be undertaken which decreases or has the effect of decreasing the usefulness of the Premises for a Public Access Facility.

10. MAINTENANCE, MANAGEMENT, OPERATION, INSPECTION AND ENFORCEMENT

For the duration of the Term, the State shall be responsible for the maintenance, management, operation, inspection, and enforcement of the Facility, including but not limited to grounds maintenance and trash and litter removal. State laws and rules, such as those in effect at the Commencement of this Lease (see Appendix D attached hereto), will be enforced by the State. Such laws and rules may be amended from time to time, and laws and rules in effect during this Lease will be enforced. The City may, with approval of the State, post and enforce additional rules that will not interfere with the intent and operation of the Public Boat Access Facility. The State shall be responsible for policing and enforcing all State rules and regulations concerning the use of the Facility. The City shall be responsible for enforcing its rules and regulations.

11. REPAIRS, REPLACEMENTS AND/OR RECONSTRUCTION OF CAPITAL IMPROVEMENTS

- A. **Ordinary Repairs:** The State shall be responsible for and shall undertake any repairs, replacements, and/or reconstruction of any capital improvement to the Facility as may be made necessary by the effects of weather or normal usage and wear by the public. Necessity for such repairs shall be determined by the State. Such repairs, replacements, and/or reconstruction shall be dependent upon the appropriation of adequate funds by the New Hampshire Legislature, Federal Funding, and/or Governor and Council approval.

B. Extraordinary Repairs or Major Improvements: If substantial repairs or construction of capital improvements, not including routine maintenance, are needed to protect public health and safety as determined by the State, and if such repairs or improvements would extend the life of the Facility beyond the term of the Lease, the State will consult with the City as to whether the Lease should be extended by the life of the anticipated new improvements or the Lease should terminate pursuant to the original Term. An extension of the Term of the Lease shall require City approval, as described above in Section 4(E). At the State's sole discretion, the State may permit the City to perform the necessary repairs or construction of capital improvements, to an equal or better standard than what would normally be provided by the State.

12. USE AS A PUBLIC ACCESS SITE

The City covenants and agrees that the public's use of the Boat Facility shall not be disturbed or interfered with by the City, or any person claiming by, through or under the City. The State agrees and covenants that in the event of an emergency requiring the City to gain immediate access to the Facility, access shall not be denied.

13. SIGNS

The State shall have the right to erect, and maintain a sign or signs on the Premises identifying the Facility, listing rules and regulations and posting educational materials that would be helpful to Facility users. All signs shall be removed by the State at the State's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the State as described in Section 22 herein.

14. PUBLIC ACCESS

The Facility shall be subject to 24-hour public use for the purpose of providing access to the Barbadoes Pond, and the use thereof for recreational purposes, it being expressly understood by the parties that use of the Facility may not be restricted exclusively to City of **Dover** residents.

15. CITY ROAD TO FACILITY

The City shall maintain the existing access road leading from Old Stage Road to the Premises, in a condition suitable to handle public ingress and egress to the Facility.

Snow removal on the Premises, will not be provided by the State.

16. TEMPORARY CLOSURE OF FACILITY

If conditions at the Facility pose a health or safety hazard, and when construction, maintenance, or enforcement activities require, the State may temporarily close the Facility or any portion of it to public use.

17. INSURANCE

Upon the Effective Date and throughout the Term of this Lease, and any extension thereof, the City shall at its sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, a comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on (or claimed to have occurred on) in or about the Premises and caused by, or claimed to have been caused by, the City's negligent acts or omissions. All such insurance shall cover the City against liability and name the State as "additionally insured" within the policy.

Such insurance is to provide minimum protection, in limits of not less than two-hundred fifty thousand (\$250,000.00) per claim and two million (\$2,000,000) per incident. All insurance shall be in 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the State.

The first certificate of such insurance which will be attached hereto as Appendix E, and the City will in subsequent years send the insurance certificates to the Support Services Division of the Fish and Game Department to be kept on file.

18. OTHER CONSISTENT USES

Nothing contained herein shall be deemed to limit the authority of the City to make use of the Premises and its surrounding area for other public or municipal purposes, provided that such other uses do not interfere with the public's use of the Facility for access to the Barbadoes Pond for recreational uses.

19. ASSIGNMENT AND SUBLEASE

This Lease shall not be assigned by the City or State without the prior written consent of the other, nor shall the State sublet the Premises or any portion thereof without the City's written consent which consent shall not be unreasonably withheld, and provided, further, that any such resulting assignee or sublessee shall have given written certification to the City to accept and perform all of the terms, covenants and conditions of this Lease to be kept and performed by the State, and that the assignee or sublessee agrees to comply with and be bound by said terms, covenants and conditions. Consent by the City to any assignment or sublease shall not waive the necessity for consent to any subsequent assignment or sublet.

In the case of any assignment or sublease of this Lease, the same shall be evidenced in writing with a Notice of Lease that is duly recorded in the Registry. In the event of an assignment of this Lease or any interest therein to a private party, or a sublease of all or any part of the Premises of this Lease to a private party, or if there is a new tenant that is a private party for the balance of this Lease or any extension, the City shall have the right to negotiate a reasonable rent, to require the new tenant to maintain insurance policies to the City's satisfaction, to require payment of real property taxes if the new party is not eligible for a tax

exemption, and to make such other changes reasonably related to a typical commercial lease that are being waived for the State.

Notwithstanding the foregoing, the State may sublet the Premises or any portion thereof to a government agency under the auspices of the State without the City's prior consent but will inform the City of its intentions at least 30 days prior to the sublease.

20. INDEMNIFICATION

Except as described in Sections C and D below, the City will save the State harmless and will indemnify the State from and against any and all losses suffered by the State, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation or public authority:

- A. **Acts or Omissions of City:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the City, its agents, servants, contractors or employees.
- B. **City's Failure to Perform Obligations:** On account of or resulting from the failure of the City to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the State by reason of any such claim, the City, upon notice from the State shall at City's expense resist or defend such action or proceeding.
- C. **State's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the City to indemnify the State for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the State or its agents, servants, and employees.
- D. **Sovereign Immunity:** Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State and of the City as a subdivision of the State, which immunity is hereby reserved.

21. FIRE, CASUALTY AND EMINENT DOMAIN

Should a substantial portion of the Premises or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, the City or the State may elect to terminate this Lease, only if the State is not willing or able to replace the Facility as described in Section 11(B).

22. TERMINATION OF LEASE AND TITLE TO ALTERATIONS, ADDITIONS OR IMPROVEMENTS

Subject to the sub-paragraph immediately below, title to all improvements constructed or installed by the State, including but not limited to structures, equipment, and machinery, shall be in the State so long as this Lease is in effect.

- A. **Removal of State Property:** The State may, no later than 120 days after the termination or expiration of this Lease or any extension thereof, remove from the Premises any and all personal property installed by it, such as signs, materials and equipment, provided that doing so does not cause any substantial damage to the Premises. Any structures or other permanent improvements that were constructed by the State but are not in a safe condition for use by the public shall be removed without unnecessary damage to the land, unless the City agrees in writing to accept title to such improvements. All permanent improvements with useful life remaining, and all other property not so removed, shall become the property of the City at the end of the 120-day period after the termination or expiration of the Lease.
- B. **Condition of Premises at Termination:** The State shall leave the Premises in good order and condition, and shall repair any and all damage caused by removal of its property, ordinary wear and tear of the Premises excepted.

23. BREACH BY CITY

In the event that the City defaults in the observance of any of the City's covenants, agreements and obligations hereunder, and if such default materially impairs the habitability and use of the Premises by the State, which is not corrected within thirty (30) days of the date of the written notice by the State to the City specifying such default and requiring it to be remedied, then the State may serve a written five (5) day notice of cancellation of this Lease upon the City, and upon the expiration of such a five (5) day period, the Lease shall terminate.

If any such default of the City does not materially impair the habitability and use of the Premises by the State, the City shall cure such default within thirty (30) days of the date on the written notice or within such reasonable alternative amount of time agreed upon in writing by the State, failing which, the State may terminate this Lease upon ten (10) days written notice to City.

If the City believes that activities on the Premises constitute a threat to the public water supply the City may, at its option, terminate the Lease by serving thirty (30) days written notice to the State of its intention to terminate the Lease. Termination shall occur subject to the requirements of Section 22.

Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

24. CONDITIONS PRECEDENT OF THE STATE

The State's obligations under this Lease, including its obligation to maintain the Facility, are subject to each of the following conditions, which run to the State's exclusive benefit:

- A. The State may perform, at its cost, any necessary activities to assure that the Premises meets the Department's programmatic objectives. These objectives include, but are not limited to the following:
 - a. Acceptable level of hazardous waste that meet or exceed public safety and health standards;
 - b. Protection of federal and state endangered/threatened and rare plant & animals species and their critical habitats;
 - c. Protection of state historic/prehistoric resources;
 - d. Protection of essential fish habitats (EFH) for marine, estuarine and anadromous finfish, mollusks and crustaceans;
 - e. Floodplain, flood storage and wetland protection;
 - f. Shoreland protection of public waters consistent with the Shoreland Protection Act;
 - g. Protection of navigation in navigable waters;
 - h. Farmland protection policies; and
 - i. Coastal zone management policies.

If the Premises fail, in the State's sole discretion, to meet any of the above objectives, the State's obligations under this Lease shall be void.

- B. The State must obtain approval from the Governor and Executive Council to enter into the Lease and to make capital improvements on the Premises. The State shall provide notice to the City within 14 days of receipt of such approval.

In the event that the conditions precedent cannot be satisfied by the State, then this Lease shall terminate without recourse by or against either party.

25. SURRENDER OF THE PREMISES

In the event that the Lease, and any extension thereof, shall have expired or terminated, the State shall peacefully quit and surrender the Premises to the City, consistent with the terms in Section 22. The State's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.

26. NOTICE

Any notice sent by a party hereto to the other party shall be delivered by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 above.

27. MISCELLANEOUS

- A. **Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by, the parties. It can be amended only by a written instrument executed and approved by the City and the State.
- B. **No Waiver or Breach:** No assent by either party, whether express or implied, shall act as a waiver of a right of action for damages as a result of a breach of covenant, condition or obligation by the other party, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- C. **Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- D. **Meaning of "City" and "State":** Where the context so allows, the meaning of the term "City" shall include the employees, agents, contractors, servants and licensees of the City, and the term "State" shall include the agencies, departments, employees, agents, contractors, servants, and licensees of the State.
- E. **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- G. **Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- H. **No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- I. **Third Parties:** The parties hereto do not intend to benefit any specific third parties, and this agreement shall not be construed to confer any such benefit.
- J. **Incompatible Use:** The City will not rent, lease, or otherwise furnish or permit the use of the Premises, to any enterprise or activity whereby the efficient daily operation of the Facility would be adversely affected by the subsequent increase in traffic, parked vehicles, noise, odors, or any other objectionable condition or activity.

IN WITNESS WHEREOF:

The parties hereto have set their hands on the following three signature pages:

STATE OF NEW HAMPSHIRE

The State of New Hampshire, acting through its Fish and Game Department on this day ____ of _____, 2008.

Glenn Normandeau, Executive Director

State of New Hampshire
County of _____

Personally appeared on this _____ day of _____, 2008, Glenn Normandeau, who acknowledges himself to be the Executive Director for the New Hampshire Fish and Game Department, and as such is duly authorized to executed the foregoing instrument for the purposes therein contained, by signing his name on behalf of the State of New Hampshire.

Notary Public/Justice of the Peace [seal]
My Commission Expires: _____

CITY OF [CITY]

APPROVED: On this _____ day of _____, 2008.

Mayor

State of New Hampshire
County of _____

Personally appeared on this _____ day of _____, 2008, the undersigned officer who acknowledged themselves to be the Mayor of the City of Dover and that as such, he/she are duly authorized to execute the foregoing instrument for the purposes therein contained, by signing their names on behalf of the City of Dover.

Notary Public/Justice of the Peace [seal]
My Commission Expires:_____

APPROVALS:

Approved by the Department of Justice as to form, substance, and execution on this _____ day of _____, 2008;

Assistant Attorney General

Approved by the Governor and Executive Council:

Approval Date: _____ Item #: _____

The date of approval by the Governor and Executive Council shall constitute the Effective Date of this Lease.

APPENDIX A

MINUTES OF CITY OF DOVER MEETING OF THE CITY COUNCIL

APPENDIX B

STATEWIDE PUBLIC BOAT ACCESS PROGRAM BARBADOES POND, DOVER, NH
SITE PLAN

DRAFT

APPENDIX C

LIST of ACCESS AREA IMPROVEMENTS to be made by NH FISH AND GAME

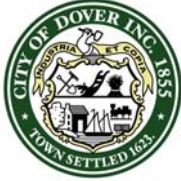
The New Hampshire Fish and Game Department will:

- Replace the existing approximately 120 feet of fencing with a four (4) foot high wire fence;
- Replace the existing 21 foot chain gate with a fourteen foot post gate;
- Continue placement and maintenance of portable toilets seasonally for the life of the lease;

APPENDIX D
NH FISH AND GAME BOAT ACCESS AREA
RULES and REGULATIONS

APPENDIX E
CITY'S CERTIFICATE OF INSURANCE

DRAFT



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.7.

Resolution Number: **R - 2008.08.13 - 122**

Resolution Re: **#2 Heating Fuel B09003 Re-bid**

WHEREAS: Bid B09003 was requested and received for #2 Heating Fuel on July 09, 2008 at 3:30 pm for a one year agreement with only one reply. A re-bid was solicited and is due back August 13, 2008 @ 3:30pm; and

WHEREAS: The city has six (6) locations where #2 heating fuel is utilized and supplied on an "as needed" or pre-arranged schedule. Based on last years usage the bid indicated a need for approximately 25,500 gallons to be purchased at a guaranteed rate from September 1, 2008 to August 31, 2009; and

WHEREAS: Last year a bid went out for a one year agreement with option to renew for an additional year and year one was awarded to Downeast Energy of Dover NH. Due to the ever changing price of fuel, in an effort to get the best pricing the city has solicited bids again this year.

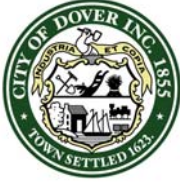
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a blanket Purchase Order for one year to (vendor to be determined) for 25,500 gallons of #2 Heating fuel at the rate of (to be determined per bid results) provided 8/13/08. The amount of this authorization shall be limited so as to not exceed available funding.

Financing

Account	Description	Appropriation	Balance
1000-41941-4624-0000-00-30	Gov Bldg Heating Oil	38,000.00	38,000.00
1000-41951-4624-0000-00-30	Cemetery Heating Oil	5,405.00	5,405.00
3410-45141-4624-0000-00-35	Camp Sun and Fun Oil	1,000.00	1,000.00
5320-43256-4624-0000-00-30	WWTP Heating Oil	30,000.00	30,000.00
5320-43250-4624-0000-00-30	Sewer heating oil	6,000.00	6,000.00
1000-44430-4624-0000-00-40	general assistance oil	5,000.00	4,830.10
	total	85,405.00	85,235.10

Note: Substitute resolution will be provided on Wednesday night August 13, 2008 containing bid results and recommendations.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.7.

Resolution Number: **R - 2008.08.13 - 122**
Resolution Re: #2 Heating Fuel B09003 Re-bid

AUTHORIZATION

Approved as to Funding: Daniel R Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

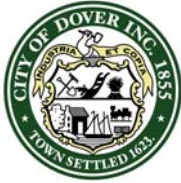
Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.7.

Resolution Number: **R - 2008.08.13 - 122**

Resolution Re: #2 Heating Fuel B09003 Re-bid

RESOLUTION BACKGROUND MATERIAL:

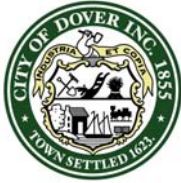
Sealed bid B09003 was requested and received for #2 heating fuel on July 09, 2008 at 3:30 pm. with only one reply. A rebid was solicited and is due back August 13, 2008 @ 3:30pm. The city has six locations where #2 heating fuel is utilized and supplied on an "as needed" or pre-arranged schedule. Based on last years usage the bid indicated a need for approximately 25,500 gallons to be purchased at a guaranteed rate from September 1, 2008 to August 31, 2009. Last year a bid went out for a one year agreement with option to renew for an additional year and was awarded to Downeast Energy. In an effort to get the best pricing the city is soliciting bids again this year. Due to the ever changing price of fuel the vendors can only lock prices for a short period of time so city will receive the bids on the afternoon of August 13, 2008 and forward these results and recommendation to the council on that evening for approval.

Award Information:

A purchase order will be issued to authorize this expenditure.

Purchasing Information:

Type:	Purchase order	Advertised:	Yes
Invitations Mailed:	16	Number of Responses:	
Warranty:	Meets Specifications	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until 8/31/09	Estimated Delivery:	As needed
Recommended Award to:		Fund:	GF /water/sewer
Other Approvals Required:	No	References Checked:	
Previously Worked for City:		Reason for Council Approval:	Cost estimated at \$25,000 or greater



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.7.

Resolution Number: **R - 2008.08.13 - 122**
Resolution Re: #2 Heating Fuel B09003 Re-bid

Vendor List

Irving Oil Co.
3000 Lafayette Road
Portsmouth, NH 03802-0177

Downeast Energy Steve
63 Fourth Street
Dover, NH 03820

Hanscom's Truck Stop Attn:
Sam
500 Maplewood Avenue
Portsmouth, NH 03801

Dennis K. Burke Joe Cote
284 Eastern Avenue
Chelsea, MA 02150

Simply Green Bio Fuel
12 Richard Road
Rye, NH 03870

DF Richard Rick Card
PO Box 669
Dover, NH 03820

Home Town Oil, LLC
755 Banfield Road
Portsmouth, NH 03801

Total Energy Solutions
195 Hanover Street
Suite 24
Portsmouth, NH 03801

Hartmann Oil Company, Inc.
P. O. Box 1068
Exeter, NH 03833-1068

Fortier and Sons
216 Green Street
Somersworth, NH 03878

Eastern Propane & Oil
PO Box 1800
Rochester, NH 03866

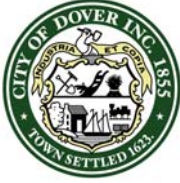
Borderline Fuels, Inc.
Frank Amedeo
35 Centre Road
Somersworth, NH 03878

Dead River Co.
100 West Road, Suite #2
Portsmouth, NH 03801

Save on Fuel
11 Pond Road
South Berwick, ME 03908

H & H Oil Co.
437 Portsmouth Ave.
Greenland, NH 03840

Proulx Oil and Propane
Jim Proulx
PO Box 1
Simons Lane
Newmarket NH 03857



CITY OF DOVER

CITY OF DOVER - RESOLUTION

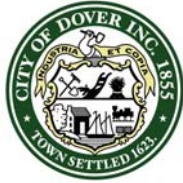
Agenda Item#: 12.A.7.

Resolution Number: **R - 2008.08.13 - 122**

Resolution Re: #2 Heating Fuel B09003 Re-bid

RESULTS **Re-Bid B09003** **#2 Heating Oil**

To Follow:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.8.

Resolution Number: **R - 2008.08.13 - 123**
Resolution Re: Diesel Fuel B09004 Re-bid

WHEREAS: Bid B09004 was requested and received for Diesel Fuel on July 09, 2008 at 3:00 pm for a one year agreement with only one response. A re-bid was sent and is due back August 13, 2008 @ 3:00; and

WHEREAS: The city has five locations where diesel fuel is utilized and supplied on an “as needed” or pre-arranged schedule. Based on last years usage the bid indicated a need for approximately 15,200 gallons to be purchased from September 1, 2008 to August 31, 2009; and

WHEREAS: Last year a bid went out for a one year agreement with option to renew for an additional year and year one was awarded to Dennis K. Burke Inc of Chelsea MA. Due to the ever changing price of fuel, in an effort to get the best price the city solicited bids again this year.

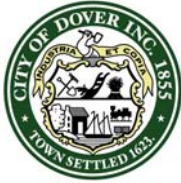
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a Blanket Purchase Order to (vendor to be determined) as needed given the rates (to be determined per bid results) provided 8/13/08. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
5320-43256-4626-0000-00-30	wwtp vehicle fuels	7,000.00	7,000.00
5320-43250-4626-0000-00-30	sewer vehicle fuels	15,000.00	15,000.00
6310-49200-4626-0000-00-55	fleet services vehicle fuels	5,000.00	3,397.22
1000-43121-4626-0000-00-30	Street vechile fuels	28,600.00	28,600.00
5300-43320-4626-0000-00-30	Water Vehicle Fuel	24,750.00	24,750.00
	total	80,350.00	78,747.00

Note: Substitute resolution will be provided on Wednesday night August 13, 2008 containing bid results and recommendations.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.8.

Resolution Number: **R - 2008.08.13 - 123**
Resolution Re: Diesel Fuel B09004 Re-bid

AUTHORIZATION

Approved as to Funding: Daniel R Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

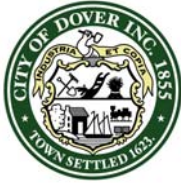
Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.8.

Resolution Number: **R - 2008.08.13 - 123**
Resolution Re: Diesel Fuel B09004 Re-bid

RESOLUTION BACKGROUND MATERIAL:

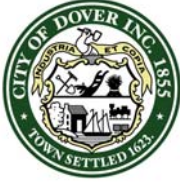
Bid B09004 was requested and received for Diesel fuel on July 09, 2008 at 3:00 pm. With only one rely. A re-bid was solicited and is due back August 13, 2008. The city has five locations where diesel fuel is utilized and supplied on an "as needed" or pre-arranged schedule. Based on last years usage the bid indicated a need for approximately 15,200 gallons to be purchased at a guaranteed rate from September 1, 2008 to August 31, 2009. Last year a bid went out for one year with option to renew for additional year and was awarded to Dennis K. Burke Inc of Chelsea MA with the terminal location in Portsmouth NH. In an effort to get the best pricing the city is soliciting bids again this year. Due to the ever changing price of fuel the vendors can only lock prices for a short period of time so city will receive the bids on the afternoon of August 13, 2008 and forward these results and recommendation to the council on that evening for approval.

Award Information:

A purchase order will be issued to authorize this expenditure.

Purchasing Information:

Type:	Purchase order	Advertised:	Yes
Invitations Mailed:	16	Number of Responses:	
Warranty:	Meets Specifications	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until 8/31/09	Estimated Delivery:	As needed
Recommended Award to:		Fund:	various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:		Reason for Council Approval:	Cost estimated at \$25,000 or greater



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.8.

Resolution Number: **R - 2008.08.13 - 123**
Resolution Re: Diesel Fuel B09004 Re-bid

Vendor List

Irving Oil Co.
3000 Lafayette Road
Portsmouth, NH 03802-0177

Downeast Energy Steve
63 Fourth Street
Dover, NH 03820

Hanscom's Truck Stop Attn:
Sam
500 Maplewood Avenue
Portsmouth, NH 03801

Dennis K. Burke Joe Cote
284 Eastern Avenue
Chelsea, MA 02150

Simply Green Bio Fuel
12 Richard Road
Rye, NH 03870

DF Richard Rick Card
PO Box 669
Dover, NH 03820

Home Town Oil, LLC
755 Banfield Road
Portsmouth, NH 03801

Total Energy Solutions
195 Hanover Street
Suite 24
Portsmouth, NH 03801

Hartmann Oil Company, Inc.
P. O. Box 1068
Exeter, NH 03833-1068

Fortier and Sons
216 Green Street
Somersworth, NH 03878

Eastern Propane & Oil
PO Box 1800
Rochester, NH 03866

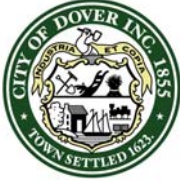
Borderline Fuels, Inc.
Frank Amedeo
35 Centre Road
Somersworth, NH 03878

Dead River Co.
100 West Road, Suite #2
Portsmouth, NH 03801

Save on Fuel
11 Pond Road
South Berwick, ME 03908

H & H Oil Co.
437 Portsmouth Ave.
Greenland, NH 03840

Proulx Oil and Propane
Jim Proulx
PO Box 1
Simons Lane
Newmarket NH 03857



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.8.

Resolution Number: **R - 2008.08.13 - 123**

Resolution Re: Diesel Fuel B09004 Re-bid

RESULTS **Re-Bid B09004** **Diesel Fuel**

To Follow



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.9.

Resolution Number: **R - 2008.08.13 - 124**

Resolution Re: Municipal Labor and Employment Legal Services B08106

WHEREAS: Sealed RFP #B08106 was requested and received for Municipal Labor and Employment Law Legal Services on June 24, 2008 at 2:00 pm; and

WHEREAS: The City uses an outside law firm for collective bargaining sessions and other labor and employment related matters; and

WHEREAS: Five (5) qualified firms responded with varying amounts of prior experience with the City along with varying rate structures for services to be rendered. Interviews were conducted with all responding firms and the proposal deemed most advantageous to the City of Dover was submitted by Devine, Millimet and Branch.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue Blanket Purchase Orders to Devine, Millimet and Branch as needed, given the rates provided June 24, 2008. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
1000-41320-4334-0000-00-13	City Manager- Legal Services	\$12,000.00	\$12,000.00
1000-41530-4334-0000-00-13	Legal - Legal Services	\$50,000.00	\$50,000.00
			\$62,000.00

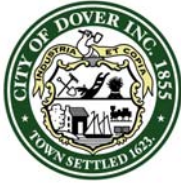
AUTHORIZATION

Approved as to Funding: Daniel R Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.9.

Resolution Number: **R - 2008.08.13 - 124**

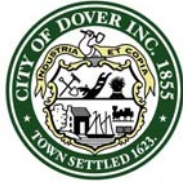
Resolution Re: Municipal Labor and Employment Legal Services B08106

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.9.

Resolution Number: **R - 2008.08.13 - 124**

Resolution Re: Municipal Labor and Employment Legal Services B08106

RESOLUTION BACKGROUND MATERIAL:

July 21, 2008

Michael Joyal
City Manager
City of Dover
288 Central Avenue
Dover, New Hampshire 03820

Re: Outside Legal Counsel for Labor and Employment matters

Dear Michael:

Sue Daudelin, our Human Resources Director, and I interviewed the following attorneys over the course of two (2) days:

Attorney Thomas Flygare (Flygare, Swartz and Closson)

Attorney Edward Kaplan (Sulloway and Hollis)

Attorney Kathleen Peahl (Wadleigh Starr and Peters)

Attorney Mark Broth (Devine, Millimet, & Branch)

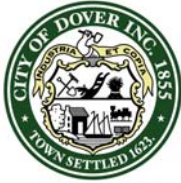
Attorney Elizabeth Bailey; Attorney James Reidy, Attorney John Peltenon and Attorney James Higgins (Sheehan Phinney Bass + Green)

Our opinion is the law firm of Devine, Millimet, & Branch provides the legal services most advantageous to the City of Dover in response to the recent RFP.

The basis for our recommendation is the total cost and the level of services provided by the law firm. Please note that the RFP specifically requested information regarding the availability of a non-lawyer staff member to assist with collective bargaining sessions.

The Devine, Millimet, & Branch law firm provides the following legal services:

- A human relations specialist to assist our Human Resources Director, Sue Daudelin, during the collective bargaining sessions. The cost is \$145 per hour. We anticipate using approximately 100 hours of legal service. In addition, the human relations specialist



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.9.

Resolution Number: **R - 2008.08.13 - 124**

Resolution Re: Municipal Labor and Employment Legal Services B08106

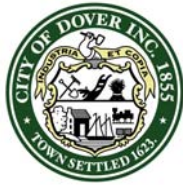
utilizes the attorney services of the firm for language questions and legal interpretations during the course of negotiations. Sue Daudelin reduces direct costs by providing organization and document coordination functions during the negotiation process. These services are often provided by the legal firms. In addition, costs are saved by Sue's communication of the status of negotiations directly with you, rather than using an outside legal firm to report the status to you. The human relations specialist provided by the law firm is a good match for the labor representatives across the bargaining table who are non-lawyers about 50 % of the time.

- Experienced litigator skills performed by Attorney Mark Broth with the assistance of skilled litigators. Attorney Broth and staff have achieved excellent results over the course of representing the City for approximately twenty (20) years. In particular, two recent cases with significant financial consequences for the City resulted in victories for the City.
- Efficiency and continuity of legal services in the area of labor and employment law. Attorney Broth has provided legal services in this area for approximately twenty (20) years.
- Non-duplication of services due to a seamless coordination with existing staff.

The remaining law firms provided some reasonable alternatives for obtaining outside legal services. We have some comments.

Collective Bargaining. There are seven(7) collective bargaining units on the City side of municipal government. The City engages in collective bargaining sessions approximately fifty (50) times in an average year. Each session is approximately two (2) hours.

All the responding law firms use attorneys to provide legal services for collective bargaining sessions with one exception. The exception is Devine, Millimet & Branch. The organizational services provided by responding attorneys for collective bargaining sessions were impressive, but will duplicate efforts of our Human Resources Director. Specifically, collective bargaining negotiations involve the creation and distribution of written documents between bargaining sessions. In addition, collective bargaining negotiations involve marshalling of issues and recording the status of the negotiations on each particular issue. Currently, Sue Daudelin provides these services for the City. Attorneys interviewed indicated they provide these services as an integral part of their services. This means they have a system for providing legal services that includes the creation and distribution of documents between sessions and the marshalling of the positions/issues. Legal services of most law firms are based on the use of this system of



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.9.

Resolution Number: **R - 2008.08.13 - 124**

Resolution Re: Municipal Labor and Employment Legal Services B08106

representation. This creates duplication and added cost for the City. Essentially, we would be paying for services we perform in-house at a lesser cost.

A second consideration is the impact of using an attorney to attend collective bargaining sessions. Sue and I think that in addition to additional cost, there is a potential to negatively affect the atmosphere of bargaining sessions. Units who are not also represented by attorneys during the bargaining sessions may be propelled to “lawyer up”.

The cost of legal services for collective bargaining negotiation services from the other law firms range from \$140-\$225 per hour. On the surface, the low hourly rate is the most advantageous to the City. However, the total cost of the low bidder will be more than the cost of services provided by Devine Millimet due to duplication of services as noted above.

Litigation. Litigation legal service rates ranged from \$175-250 per hour. There is a substantial benefit from obtaining litigation services from the same law firm that provides legal services for collective bargaining negotiations. The benefit is continuity of legal services without overlap.

Recent experience indicates our litigation needs involve matters with significant financial exposure. During the interviews, we focused on the types of cases recently handled by the various law firms to determine their ability to handle complicated labor cases with high financial stakes. In our opinion, Attorney Broth met these criteria in a way exceeding the other law firms. Please note, however, Attorney Bailey from Sheehan Phinney also met these criteria. The difference in hourly rates between these two law firms for litigation is small and is outweighed by the benefit of using the same firm for collective bargaining and litigation services.

Finally, we note that two law firms did not provide the opportunity for us to meet essential members of their labor and employment law teams.

Sincerely,

Allan B. Krans
City Attorney

Cc. Sue Daudelin



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.9.

Resolution Number: **R - 2008.08.13 - 124**

Resolution Re: Municipal Labor and Employment Legal Services B08106

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	12	Number of Responses:	5
Warranty:	Meets Specifications	Terms:	Net 30, FOB Dover
Prices will hold for:	June 30, 2009	Estimated Delivery:	As needed
Recommended Award to:	Devine, Millimet & Branch	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Cost estimated at \$25,000 or greater

Vendor List

Attorney Ann Scheer
Gallagher, Callahan &
Gartrell
P.O. Box 1415
Concord, NH 03302-1415

Attorney Gordon Graham
Soule, Leslie, Kidder,
Sayward Loughman
220 Main Street
Salem, NH 03079-3166

Attorney Kathleen C. Peahl
Wadleigh, Starr and Peters
95 Market Street
Manchester, NH 03101

Attorney Linda Johnson
McLane,
GrafRaulersonMiddleton
City Hall Plaza
900 Elm Street
Manchester, NH 03101

Attorney Heather M. Burns
Upton & Hatfield LLP
10 Centre Street
P.O. Box 1090
Concord, NH 03302-1090

Hinkley, Allen & Snyder
11 South Main Street, Suite
400
Concord, NH 03301-4846

Attorney Mark Broth
Devine Millimet & Branch,
111 Amherst Street
P. O. Box 719
Manchester, NH 03105

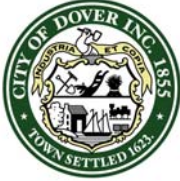
Attorney Edward Kaplan
Sulloway & Hollis, P.L.L.C.
9 Capitol Street
PO Box 1256
Concord, NH 03302-1256

Attorney George E.
Wattendorf
Wattendorf & Nary PA
56 Dover Road
Durham, NH 03824

Attorney Bernard Waugh
Gardner Fulton & Waugh,
LLC
78 Bank Street
Lebanon, NH 03766-1727

Attorney Liz Bailey
Sheehan, Phinney, Bass &
Green
P. O. Box 3701
Manchester, NH 03105-

Attorney Meredith Cook
Wiggin & Nourie, P.A.
670 North Commercial Street,
P.O. Box 808
Manchester, NH 03105-0808



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.9.

Resolution Number: **R - 2008.08.13 - 124**

Resolution Re: Municipal Labor and Employment Legal Services B08106

Results RFP

Vendor	Hourly Rates
Edward M. Kaplan Sulloway & Hollis PO Box 1256 Concord NH 03302	\$250.00 per hour Member \$200.00 per hour Associate \$90.00 per hour Paralegal
Devine Millimet & Branch 111 Amherst St Manchester NH	Mr. Broth \$250.00 per hr Mr. Jakubowski \$140.00 per hr Ms. Levchuk \$250.00 per hr Ms. O'Brien \$250.00 per hr
Flygare, Schwarz & Closson PO Box 439 Exeter NH 03833	\$140.00 for professional labor related and employment law \$175.00 arbitration, federal or state agency proceedings and court litigations
Wadleigh, Starr & Peters 95 Market St Manchester NH 03101	\$175.00 per hr partners \$145.00 per hr associates \$125.00 Summer Associate \$90.00 paralegal
Sheehan Phinney, Bass and Green 1000 Elm St Manchester NH 03101	John Peltonen \$225.00 per hour 2008 And \$250 per hr 2009 Liz Bailey Jim Reidy Dave McGrath Jim Higgins \$225 per hr 2008 and \$250.00 per hour 2009



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.10

Resolution Number: **R - 2008.08.13 - 125**

Resolution Re: Atlantic Ave Water Main Replacement B09002

WHEREAS: Sealed bid B09002 was requested and received for the water main replacement on Atlantic Avenue on July 28, 2008 @ 2:00pm; and

WHEREAS: Eight (8) responses were received with low bid being submitted from Joseph P. Cardillo and Sons, Inc in the amount of \$497,152.71. After discussions between the vendor and the City engineering department and reference checks conducted, it is the recommendation to award the project to Joseph P. Cardillo and Sons Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a Purchase Order to Joseph P. Cardillo and Sons Inc of Wakefield MA in the given bid amount of \$497,152.71 and corresponding rates provided on July 28, 2008. The amount of this authorization shall be limited so as to not exceed available funding

Financing

Account	Description	Appropriation	Balance
5300-43320-4757-3542-08-30	Water Main Repl Atlantic Ave	\$300,000.00	\$299,461.96
5300-43320-4757-3542-06-30	Water Main Repl Atlantic Ave	\$400,000.00	\$387,444.69
	Totals	\$700,000.00	\$686,906.65

AUTHORIZATION

Approved as to Funding: Daniel R Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.10

Resolution Number: **R - 2008.08.13 - 125**

Resolution Re: Atlantic Ave Water Main Replacement B09002

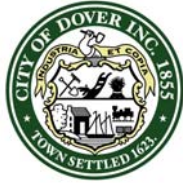
DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.10

Resolution Number: **R - 2008.08.13 - 125**

Resolution Re: Atlantic Ave Water Main Replacement B09002

RESOLUTION BACKGROUND MATERIAL:

Sealed bid B09002 was requested and received for the water main replacement on Atlantic Avenue on July 28, 2008 @ 2:00pm. Eight (8) responses were received with low bid being submitted from Joseph P. Cardillo and Sons, Inc in the amount of \$497,152.71. After discussions between the vendor and the City engineering department and reference checks conducted, it is the recommendation to award the project to Joseph P. Cardillo and Sons Inc.

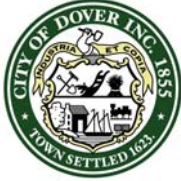
The objective of this project is to replace an old six inch water main from Portland Ave to Country Club Rd on Atlantic Ave and Gulf Rd. The work consists of setting up a temporary water main and services from at least Portland Ave to Oak St, installing a new 8 inch CLDI mail with polywrap, connecting services and side streets and patching all trenches. The contractor should note that the existing water main is laid in ledge cuts in some areas. More ledge may need to be removed in order to gain sufficient cover over the water main. The contractor will be responsible to provide all construction traffic detour-signing, barrels with flashing bacons and flaggers as needed. The contractor shall be responsible for notifying each home and business 48 hrs prior to turning off the water system. No home or business should be out of water at the end of the day nor for more than several hrs at a time. The city intends to begin construction the summer of 2008.

Award Information:

A Purchase order will be issued to authorize future expenditures.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	33	Number of Responses:	8
Warranty:	Meets Specifications	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	Completion	Estimated Delivery:	As needed
Recommended Award to:	Joseph P Cardillo & Sons	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Cost exceeds \$25,000.00



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.10

Resolution Number: **R - 2008.08.13 - 125**

Resolution Re: Atlantic Ave Water Main Replacement B09002

Vendor List

Advanced Excavating and
Paving
PO box 581
Suncook NH 03275

American Excavating Corp
PO Box 1220
Derry NH 03038

Connies Septic Service Inc
82 DW Highway
Merrimack NH 03054

Andrews Construction Co
PO box 720
Campton NH 03223

BUR Construction
131 Broad St
Claremont NH 03743

Continental Paving Inc
1 Continental Dr
Londonderry NH 03053

Busby Construction
9 Pond Ln
Atkinson NH 03811

AR Couture Construction
1803 Riverside Dr
Berlin NH 03570

Edmund and Sons Inc
221 Franklin St
Franklin NH 03235

JGE Enterprises Inc
24 Eastman Ave Ste C4
Bedford NH 03110

Keymont Construction
PO Box 819
Laconia NH 03247

Latulippe Construction
PO Box 728
Ashland NH 03217

Gove Construction Services Co
Inc
170 West Road
PO Box 6606
Portsmouth, NH 03802-6606

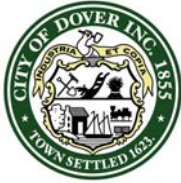
Hanson Construction LTD,
Michael
1252 County Road
New London, NH 03257

Merrill, FL Construction
619 Sand Road
Pembroke NH 03275

Morrill Construction Co
190 Horse Meadow
PO Box 400
No. Haverhill, NH 03774

John H. Lyman & Sons
310 Hoyt Road
Gilford NH 03246-6925

S & R Construction Enterprises
185 South Main Street
PO Box 509
Newton, NH 03858-0509



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.10

Resolution Number: **R - 2008.08.13 - 125**

Resolution Re: Atlantic Ave Water Main Replacement B09002

Bell and Flynn Inc.
69 Bunker Hill Ave.
Stratham, NH 03885

N. Pandelena Construction Co
6 Starwood Drive
Hampstead NH 03811

Park Construction Corp
138 NH Rte 119 East
PO Box 600
Fitzwilliam, NH 03447

Penta Corporation
1253 Whittier Highway
PO Box 390
Moultonboro, NH 03254

Pike Industries, Inc
3 Eastgate Park Road
Belmont NH 03220

Piper RM Inc
141 Smith Bridge road
PO Box 490
Plymouth, NH 03264-0490

Piscopo, James S. G.C. Inc
Rte 3
PO Box 130
Winnisquam, NH 03289

SUR Construction, Inc
233 Chestnut Hill road
PO Box 720
Rochester, NH 03866-0720

Swett, E. D. Inc
8 Industrial Park Drive
Concord, NH 03301-8512

Reed and Reed Inc
PO Box 370
Woolwich ME 04579

CMP Construction
PO box B
Freeport ME 04032

Whitcomb, Frank W. Construction
Corp
PO Box 1000
Walpole, NH 03608

**Results B09002
See attachment.**

**Sample Contract
See attachment.**

Atlantic Ave B09002

				Joseph Cardillo		RD Edmonds		DBU Const		Kentco Devi	
ITE	ITEM	QTY	UNIT	\$/UNIT	\$	\$/UNIT	\$	\$/UNIT	\$	\$/UNIT	\$
1	Mobilization	1	ea	\$ 21,000.00	\$ 21,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 45,393.00	\$ 45,393.00
2	Rock Exc	150	cy	\$ 80.00	\$ 12,000.00	\$ 150.00	\$ 22,500.00	\$ 100.00	\$ 15,000.00	\$ 154.00	\$ 23,100.00
3	addl exca	100	CY	\$ 0.01	\$ 1.00	\$ 20.00	\$ 2,000.00	\$ 28.00	\$ 2,800.00	\$ 36.00	\$ 3,600.00
4	traffic	1	ea	\$ 1.00	\$ 1.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,986.00	\$ 15,986.00
5	permanen 4" bituminous	3900	lf	\$ 8.00	\$ 31,200.00	\$ 55.00	\$ 214,500.00	\$ 29.00	\$ 113,100.00	\$ 29.00	\$ 113,100.00
6	temp 1 bituminous	200	lf	\$ 0.01	\$ 2.00	\$ 25.00	\$ 5,000.00	\$ 11.00	\$ 2,200.00	\$ 8.00	\$ 1,600.00
7	sidewalks driveways	70	lf	\$ 0.01	\$ 0.70	\$ 50.00	\$ 3,500.00	\$ 56.00	\$ 3,920.00	\$ 61.00	\$ 4,270.00
8	water main conn	9	ea	\$ 1,500.00	\$ 13,500.00	\$ 3,000.00	\$ 27,000.00	\$ 1,200.00	\$ 10,800.00	\$ 3,248.00	\$ 29,232.00
9	temp watermain	1	ea	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 27,500.00	\$ 27,500.00	\$ 23,999.00	\$ 23,999.00
10	9" cement line di	3415	lf	\$ 73.00	\$ 249,295.00	\$ 75.00	\$ 256,125.00	\$ 64.00	\$ 218,560.00	\$ 73.00	\$ 249,295.00
11	6" cement lines di	240	lf	\$ 35.00	\$ 8,400.00	\$ 60.00	\$ 14,400.00	\$ 54.00	\$ 12,960.00	\$ 66.00	\$ 15,840.00
12	8 " bend	14	ea	\$ 75.00	\$ 1,050.00	\$ 500.00	\$ 7,000.00	\$ 290.00	\$ 4,060.00	\$ 270.00	\$ 3,780.00
13	6" bend	6	ea	\$ 50.00	\$ 300.00	\$ 300.00	\$ 1,800.00	\$ 225.00	\$ 1,350.00	\$ 201.00	\$ 1,206.00
14	cutin new 8" gate valve	2	ea	\$ 1,500.00	\$ 3,000.00	\$ 5,000.00	\$ 10,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,813.00	\$ 7,626.00
15	8" gate valve	9	ea	\$ 1,500.00	\$ 13,500.00	\$ 1,500.00	\$ 13,500.00	\$ 1,150.00	\$ 10,350.00	\$ 1,358.00	\$ 12,222.00
16	6" gate valve	8	ea	\$ 1,200.00	\$ 9,600.00	\$ 1,000.00	\$ 8,000.00	\$ 800.00	\$ 6,400.00	\$ 1,063.00	\$ 8,504.00
17	8"x8"x8" tee	5	ea	\$ 50.00	\$ 250.00	\$ 400.00	\$ 2,000.00	\$ 375.00	\$ 1,875.00	\$ 371.00	\$ 1,855.00
18	8"x8"x6" tee	8	ea	\$ 50.00	\$ 400.00	\$ 400.00	\$ 3,200.00	\$ 350.00	\$ 2,800.00	\$ 630.00	\$ 5,040.00
19	8"x6" reducer	3	ea	\$ 50.00	\$ 150.00	\$ 400.00	\$ 1,200.00	\$ 200.00	\$ 600.00	\$ 262.00	\$ 786.00
20	8" hymax coupling	5	ea	\$ 0.01	\$ 0.05	\$ 400.00	\$ 2,000.00	\$ 330.00	\$ 1,650.00	\$ 366.00	\$ 1,830.00
21	6" hymax coupling	4	ea	\$ 0.01	\$ 0.04	\$ 350.00	\$ 1,400.00	\$ 300.00	\$ 1,200.00	\$ 308.00	\$ 1,232.00
22	8" fosters mj adpt	9	ea	\$ 50.00	\$ 450.00	\$ 300.00	\$ 2,700.00	\$ 200.00	\$ 1,800.00	\$ 256.00	\$ 2,304.00
23	8" cap	3	ea	\$ 0.01	\$ 0.03	\$ 500.00	\$ 1,500.00	\$ 100.00	\$ 300.00	\$ 187.00	\$ 561.00
24	6" cap	4	ea	\$ 0.01	\$ 0.04	\$ 400.00	\$ 1,600.00	\$ 95.00	\$ 380.00	\$ 73.00	\$ 292.00
25	1 inch tap and corp	35	ea	\$ 300.00	\$ 10,500.00	\$ 250.00	\$ 8,750.00	\$ 62.00	\$ 2,170.00	\$ 138.00	\$ 4,830.00
26	1 inch curb stop and bos	35	ea	\$ 100.00	\$ 3,500.00	\$ 250.00	\$ 8,750.00	\$ 152.00	\$ 5,320.00	\$ 215.00	\$ 7,525.00
27	1inch copper service pipe	840	ea	\$ 20.00	\$ 16,800.00	\$ 40.00	\$ 33,600.00	\$ 22.00	\$ 18,480.00	\$ 56.00	\$ 47,040.00
28	3 part union	35	ea	\$ 0.01	\$ 0.35	\$ 50.00	\$ 1,750.00	\$ 30.00	\$ 1,050.00	\$ 18.00	\$ 630.00
29	install eddy hyf	7	ea	\$ 3,000.00	\$ 21,000.00	\$ 2,500.00	\$ 17,500.00	\$ 2,500.00	\$ 17,500.00	\$ 2,625.00	\$ 18,375.00
30	remove existing	2	ea	\$ 1.00	\$ 2.00	\$ 1,000.00	\$ 2,000.00	\$ 750.00	\$ 1,500.00	\$ 210.00	\$ 420.00
31	test pit	50	ea	\$ 0.01	\$ 0.50	\$ 200.00	\$ 10,000.00	\$ 75.00	\$ 3,750.00	\$ 232.00	\$ 11,600.00
32	loam	1	ls	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 9,500.00	\$ 9,500.00	\$ 15,212.00	\$ 15,212.00
33	hysroseedng	1	ls	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,859.00	\$ 1,859.00
34	errosion control	1	ls	\$ 250.00	\$ 250.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,687.00	\$ 1,687.00
35	contingency	1	ls	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
					\$ 497,152.71		\$ 846,275.00		\$ 617,375.00		\$ 741,831.00

Cape Ann		FL Merrill		John Lyman		Jamco Exca		UNIT PRICES	
\$/UNIT	\$	\$/UNIT	\$	\$/UNIT	\$	\$/UNIT	\$	Median	Average
\$ 17,000.00	\$ 17,000.00	\$ 61,000.00	\$ 61,000.00	\$ 25,000.00	\$ 25,000.00	\$ 41,000.00	\$ 41,000.00	\$ 35,000.00	\$ 35,049.13
\$ 80.00	\$ 12,000.00	\$ 90.00	\$ 13,500.00	\$ 175.00	\$ 26,250.00	\$ 120.00	\$ 18,000.00	\$ 110.00	\$ 118.63
\$ 8.25	\$ 825.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 1.00	\$ 100.00	\$ 20.00	\$ 16.66
\$ 4,500.00	\$ 4,500.00	\$ 56,000.00	\$ 56,000.00	\$ 15,000.00	\$ 15,000.00	\$ 38,000.00	\$ 38,000.00	\$ 17,993.00	\$ 22,435.88
\$ 24.00	\$ 93,600.00	\$ 38.00	\$ 148,200.00	\$ 43.00	\$ 167,700.00	\$ 40.00	\$ 156,000.00	\$ 33.50	\$ 33.25
\$ 6.00	\$ 1,200.00	\$ 13.00	\$ 2,600.00	\$ 25.00	\$ 5,000.00	\$ 15.00	\$ 3,000.00	\$ 12.00	\$ 12.88
\$ 48.00	\$ 3,360.00	\$ 45.00	\$ 3,150.00	\$ 80.00	\$ 5,600.00	\$ 26.00	\$ 1,820.00	\$ 49.00	\$ 45.75
\$ 1,200.00	\$ 10,800.00	\$ 3,000.00	\$ 27,000.00	\$ 2,000.00	\$ 18,000.00	\$ 1,500.00	\$ 13,500.00	\$ 1,750.00	\$ 2,081.00
\$ 20,000.00	\$ 20,000.00	\$ 23,000.00	\$ 23,000.00	\$ 22,500.00	\$ 22,500.00	\$ 85,000.00	\$ 85,000.00	\$ 22,750.00	\$ 30,249.88
\$ 63.00	\$ 215,145.00	\$ 58.00	\$ 198,070.00	\$ 55.00	\$ 187,825.00	\$ 66.00	\$ 225,390.00	\$ 65.00	\$ 65.88
\$ 0.01	\$ 2.40	\$ 64.00	\$ 15,360.00	\$ 55.00	\$ 13,200.00	\$ 65.00	\$ 15,600.00	\$ 57.50	\$ 49.88
\$ 0.01	\$ 0.14	\$ 450.00	\$ 6,300.00	\$ 200.00	\$ 2,800.00	\$ 650.00	\$ 9,100.00	\$ 280.00	\$ 304.38
\$ 0.01	\$ 0.06	\$ 380.00	\$ 2,280.00	\$ 175.00	\$ 1,050.00	\$ 525.00	\$ 3,150.00	\$ 213.00	\$ 232.00
\$ 3,000.00	\$ 6,000.00	\$ 1,300.00	\$ 2,600.00	\$ 2,400.00	\$ 4,800.00	\$ 4,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,001.63
\$ 1,000.00	\$ 9,000.00	\$ 1,200.00	\$ 10,800.00	\$ 1,200.00	\$ 10,800.00	\$ 1,600.00	\$ 14,400.00	\$ 1,279.00	\$ 1,313.50
\$ 800.00	\$ 6,400.00	\$ 1,000.00	\$ 8,000.00	\$ 750.00	\$ 6,000.00	\$ 1,250.00	\$ 10,000.00	\$ 1,000.00	\$ 982.88
\$ 600.00	\$ 3,000.00	\$ 560.00	\$ 2,800.00	\$ 300.00	\$ 1,500.00	\$ 1,050.00	\$ 5,250.00	\$ 387.50	\$ 463.25
\$ 450.00	\$ 3,600.00	\$ 600.00	\$ 4,800.00	\$ 375.00	\$ 3,000.00	\$ 1,050.00	\$ 8,400.00	\$ 425.00	\$ 488.13
\$ 450.00	\$ 1,350.00	\$ 400.00	\$ 1,200.00	\$ 200.00	\$ 600.00	\$ 465.00	\$ 1,395.00	\$ 331.00	\$ 303.38
\$ 400.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 400.00	\$ 2,000.00	\$ 1,150.00	\$ 5,750.00	\$ 400.00	\$ 443.25
\$ 360.00	\$ 1,440.00	\$ 500.00	\$ 2,000.00	\$ 375.00	\$ 1,500.00	\$ 470.00	\$ 1,880.00	\$ 355.00	\$ 332.88
\$ 175.00	\$ 1,575.00	\$ 330.00	\$ 2,970.00	\$ 250.00	\$ 2,250.00	\$ 300.00	\$ 2,700.00	\$ 253.00	\$ 232.63
\$ 0.01	\$ 0.03	\$ 340.00	\$ 1,020.00	\$ 150.00	\$ 450.00	\$ 535.00	\$ 1,605.00	\$ 168.50	\$ 226.50
\$ 0.01	\$ 0.04	\$ 300.00	\$ 1,200.00	\$ 125.00	\$ 500.00	\$ 510.00	\$ 2,040.00	\$ 110.00	\$ 187.88
\$ 155.00	\$ 5,425.00	\$ 800.00	\$ 28,000.00	\$ 150.00	\$ 5,250.00	\$ 160.00	\$ 5,600.00	\$ 157.50	\$ 251.88
\$ 150.00	\$ 5,250.00	\$ 380.00	\$ 13,300.00	\$ 250.00	\$ 8,750.00	\$ 175.00	\$ 6,125.00	\$ 195.00	\$ 209.00
\$ 18.00	\$ 15,120.00	\$ 43.00	\$ 36,120.00	\$ 25.00	\$ 21,000.00	\$ 42.00	\$ 35,280.00	\$ 32.50	\$ 33.25
\$ 30.00	\$ 1,050.00	\$ 230.00	\$ 8,050.00	\$ 25.00	\$ 875.00	\$ 20.00	\$ 700.00	\$ 27.50	\$ 50.38
\$ 3,000.00	\$ 21,000.00	\$ 3,000.00	\$ 21,000.00	\$ 2,300.00	\$ 16,100.00	\$ 2,400.00	\$ 16,800.00	\$ 2,562.50	\$ 2,665.63
\$ 500.00	\$ 1,000.00	\$ 790.00	\$ 1,580.00	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 550.00	\$ 543.88
\$ 0.01	\$ 0.50	\$ 90.00	\$ 4,500.00	\$ 100.00	\$ 5,000.00	\$ 150.00	\$ 7,500.00	\$ 95.00	\$ 105.88
\$ 6,500.00	\$ 6,500.00	\$ 11,000.00	\$ 11,000.00	\$ 8,000.00	\$ 8,000.00	\$ 13,000.00	\$ 13,000.00	\$ 8,750.00	\$ 8,589.00
\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00	\$ 2,000.00	\$ 2,000.00	\$ 1,300.00	\$ 1,300.00	\$ 1,929.50	\$ 1,869.88
\$ 0.01	\$ 0.01	\$ 17,000.00	\$ 17,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00	\$ 3,200.00	\$ 2,443.50	\$ 4,017.13
\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
	\$ 530,143.18		\$ 801,700.00		\$ 657,300.00		\$ 821,785.00		

MASTER TEXT COPY



ConsensusDOCS™

ConsensusDOCS™ proudly endorsed by the following:



02

CONSENSUSDOCS NO. 205

STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND CONTRACTOR

(Where the Contract Price is a Lump Sum)

This document was developed through a collaborative effort of entities representing a wide cross-section of the construction industry. The organizations endorsing this document believe it represents a fair and reasonable consensus among the collaborating parties of allocation of risk and responsibilities in an effort to appropriately balance the critical interests and concerns of all project participants.

These endorsing organizations recognize and understand that users of this document must review and adapt this document to meet their particular needs, the specific requirements of the project, and applicable laws. Users are encouraged to consult legal, insurance and surety advisors before modifying or completing this document. Further information on this document and the perspectives of endorsing organizations is available in the ConsensusDOCS Guidebook.

Job Number: _____

Account Code: _____

This Agreement is made this _____ day of _____, _____, by and between

OWNER,

MASTER TEXT COPY

and

CONTRACTOR,

PROJECT:

ARCHITECT/ENGINEER:

1. THE WORK **Contractor** shall furnish construction administration and management services and use **Contractor's** diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. **Contractor** shall provide all labor, materials, equipment and services necessary to complete the Work, as described in Exhibit A, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents as being necessary to produce the indicated results.

2. CONTRACT PRICE As full compensation for performance by **Contractor** of the Work, **Owner** shall pay **Contractor** the lump sum price of _____ Dollars (\$_____). The lump sum price is hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in this Agreement.

3. EXHIBITS The following Exhibits are incorporated by reference and made part of this Agreement:

EXHIBIT A: The Work, _____ pages.

EXHIBIT B: Contract Documents (Attach a complete listing by title, date and number of pages.)

EXHIBIT C: Progress Schedule, _____ pages.

EXHIBIT D: Alternates and Unit Prices, include dates when alternates and unit prices no longer apply, _____ pages.

EXHIBIT ____: Other, _____ pages.

4. ETHICS The **Owner** and the **Contractor** shall perform their obligations with integrity, ensuring at a minimum that: a) Conflicts of interest shall be avoided or disclosed promptly to the other Party; and b) The **Contractor** and the **Owner** warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

5. CONTRACTOR'S RESPONSIBILITIES **Contractor** shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents give other specific instructions.

5.1 Except for permits and fees that are the responsibility of the **Owner** pursuant to this Agreement, **Contractor** shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work.

5.2 **Contractor** shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by **Contractor**.

5.3 In the event that **Owner** elects to perform work at the Worksite directly or by others retained by **Owner**, **Contractor** and **Owner** shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. **Owner** shall require each separate contractor to cooperate with **Contractor** and assist with the coordination

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of activities and the review of construction schedules and operations. The Contract Price and Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.

5.4 In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, **Contractor** shall examine and compare the drawings and specifications with information furnished by **Owner** pursuant to Paragraph 6.2; relevant field measurements made by **Contractor**, and any visible conditions at the Worksite affecting the Work.

5.5 WARRANTY

5.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. **Contractor** warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. **Contractor** further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. **Contractor's** warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by **Owner** or others retained by **Owner**, or abuse.

5.5.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), **Owner** shall promptly notify **Contractor** in writing. Unless **Owner** provides written acceptance of the condition, **Contractor** shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

5.6 SAFETY **Contractor** shall have overall responsibility for safety precautions and programs in the performance of the Work, except that **Contractor's** subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of applicable laws and regulations. **Contractor** shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the site and adjacent to Work areas, whether or not the property is part of the Work.

5.7 HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or clean-up. **Contractor** shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by **Owner** as certified by an independent testing laboratory and approved by the appropriate government agency. If **Contractor** incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, **Contractor** shall be entitled to an equitable adjustment in the Contract Price and/or the Contract Time.

5.8 MATERIALS BROUGHT TO THE WORKSITE **Contractor** shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by **Contractor** in accordance with the Contract Documents and used or consumed in the performance of the Work.

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5.9 SUBMITTALS **Contractor** shall submit to **Owner** and, if directed, to its **Architect/Engineer** for review and approval all shop drawings, samples, product data and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required in accordance with ConsensusDOCS 200.2 and Paragraph 6.4. **Contractor** shall be responsible to **Owner** for the accuracy and conformity of its submittals to the Contract Documents. **Contractor** shall prepare and deliver its submittals to **Owner** in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of **Owner** and others retained by **Owner**. When **Contractor** delivers its submittals to **Owner**, **Contractor** shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the Contract Documents. The approval of any **Contractor** submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Contract Documents unless express written approval is obtained from **Owner** specifically authorizing such deviation, substitution or change. Further, **Owner** shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to **Contractor**. **Owner** shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. **Contractor** shall perform all Work strictly in accordance with approved submittals. **Owner's** approval does not relieve **Contractor** from responsibility for Defective Work resulting from errors or omissions of any kind on the approved Shop Drawings.

5.10 SITE CONDITIONS If the conditions at the Worksite are (a) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, **Contractor** shall stop Work and give immediate written notice of the condition to **Owner** and the **Architect/Engineer**. **Contractor** shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price and/or Contract Time as a result of the unknown condition shall be made by Change Order.

5.11 CUTTING, FITTING AND PATCHING **Contractor** shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of **Owner** or others retained by **Owner**.

5.12 CLEANING UP **Contractor** shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, **Contractor** shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. **Contractor** shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, **Contractor** shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

6. OWNER'S RESPONSIBILITIES Any information or services to be provided by **Owner** shall be provided in a timely manner so as not to delay the Work.

6.1 FINANCIAL INFORMATION Prior to commencement of the Work and thereafter at the written request of **Contractor**, **Owner** shall provide **Contractor** with evidence of Project financing. Evidence of such financing shall be a condition precedent to **Contractor's** commencing or continuing the Work. **Contractor** shall be notified prior to any material change in Project financing.

6.2 WORKSITE INFORMATION **Owner** shall provide at **Owner's** expense and with reasonable promptness the following, which **Contractor** shall be entitled to rely upon for its accuracy and completeness:

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6.2.1 information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface and environmental studies, reports and investigations;

6.2.2 tests, inspections and other reports dealing with environmental matters, hazardous material and other existing conditions, including structural, mechanical and chemical tests, required by the Contract Documents or by law; and

6.2.3 any other information or services requested in writing by **Contractor** that are relevant to **Contractor's** performance of the Work and under **Owner's** control.

The information required by this Paragraph shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, allies, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by **Contractor** in laying out the Work.

6.3 BUILDING PERMIT, FEES AND APPROVALS Except for those required of **Contractor** pursuant to this Agreement, **Owner** shall secure and pay for all other permits, approvals, easements, assessments and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

6.4 ELECTRONIC DOCUMENTS If the **Owner** requires that the **Owner, Architect/Engineer** and **Contractor** exchange documents and data in electronic or digital form, prior to any such exchange, the **Owner, Architect/Engineer** and **Contractor** shall agree on a written protocol governing all exchanges in ConsensusDOCS 200.2 or a separate Agreement.

7. SUBCONTRACTS Work not performed by **Contractor** with its own forces shall be performed by subcontractors. **Contractor** agrees to bind every subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the Work.

8. CONTRACT TIME

8.1 DATE OF COMMENCEMENT The Date of Commencement is the date of this Agreement as first written on page one of this Agreement, unless otherwise set forth below: (Insert here any special provisions concerning notices to proceed and the Date of Commencement.)

8.2 TIME Substantial Completion of the Work shall be achieved in _____
(_____) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Work shall be finally complete within _____ (_____) Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents. Time limits stated above are of the essence of the Agreement.

9. SCHEDULE OF THE WORK Before submitting the first application for payment, **Contractor** shall submit, for review by the **Architect/Engineer** and approval by **Owner**, a Schedule of the Work that shall show the dates on which **Contractor** plans to begin and to complete various parts of the Work, including dates on which information and approvals are required from **Owner**.

10. DELAYS AND EXTENSIONS OF TIME

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10.1 If the **Contractor** is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the **Contractor**, the **Contractor** shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the **Contractor** include, but are not limited to, the following: acts or omissions of the **Owner**, the **Architect/Engineer** or Others; changes in the Work or the sequencing of the Work ordered by the **Owner**, or arising from decisions of the **Owner** that impact the time of performance of the Work; transportation delays not reasonably foreseeable; labor disputes not involving the **Contractor**, general labor disputes impacting the Project but not specifically related to the Worksite; fire; terrorism; epidemics; adverse governmental actions, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; delay authorized by the **Owner** pending dispute resolution. The **Contractor** shall process any requests for equitable extensions of Contract Time in accordance with the provisions of Paragraph 12.

10.2 In addition, if the **Contractor** incurs additional costs as a result of a delay that is caused by acts or omissions of the **Owner**, the **Architect/Engineer** or Others, changes in the Work or the sequencing of the Work ordered by the **Owner**, or arising from decisions of the **Owner** that impact the time of performance of the Work, encountering Hazardous Materials, or concealed or unknown conditions, delay authorized by the **Owner** pending dispute resolution, the **Contractor** shall be entitled to an equitable adjustment in the Contract Price subject to Paragraph 12.

10.3 In the event delays to the Work are encountered for any reason, **Contractor** shall provide prompt written notice to **Owner** of the cause of such delays after **Contractor** first recognizes the delay. **Owner** and **Contractor** agree to undertake reasonable steps to mitigate the effect of such delays.

10.4 NOTICE OF DELAY CLAIMS If **Contractor** requests an equitable extension of Contract Time and/or an equitable adjustment in Contract Price as a result of a delay, **Contractor** shall give **Owner** written notice of the claim. If **Contractor** causes delay in the completion of the Work, **Owner** shall be entitled to recover its additional costs, subject to the mutual waiver of consequential damages herein.

11. ALLOWANCES All allowances stated in the Contract Documents shall be included in the Contract Price. While **Owner** may direct the amounts of, and particular material suppliers or subcontractors for, specific allowance items, if **Contractor** reasonably objects to a material supplier or subcontractor, it shall not be required to contract with them. **Owner** shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. **Contractor's** overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

12. CHANGES

12.1 **Contractor** may request and/or **Owner** may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order.

12.2 **Owner** and **Contractor** shall negotiate in good faith an appropriate adjustment to the Contract Price and/or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price and/or Contract Time shall not be unreasonably withheld.

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12.3 COST OR CREDIT DETERMINATION

12.3.1 An increase or decrease in the Contract Price and/or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

12.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

12.3.1.2 a mutually accepted, itemized lump sum;

12.3.1.3 costs calculated on a basis agreed upon by **Owner** and **Contractor** plus a fee (either a lump sum or a fee based on a percentage of cost) to which they agree; or

12.3.1.4 by the method provided below:

12.4 UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to **Owner** or **Contractor**, such unit prices shall be equitably adjusted.

12.5 PERFORMANCE OF CHANGED WORK **Contractor** shall not be obligated to perform Changed Work until a Change Order has been executed by **Owner** and **Contractor**.

13. PAYMENT

13.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, **Contractor** shall prepare and submit to **Owner**, and if directed, its **Architect/Engineer**, a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the Contract Price.

13.2 PROGRESS PAYMENTS **Contractor** shall submit to **Owner** and, if directed, its **Architect/Engineer** a monthly application for payment no later than the _____ Day of the calendar month for the preceding thirty (30) Days. **Contractor's** applications for payment shall be itemized and supported by **Contractor's** schedule of values and any other substantiating data as required by this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders. **Owner** shall pay the amount otherwise due on any payment application, less any amounts as set forth below, no later than twenty (20) Days after **Contractor** has submitted a complete and accurate payment application. **Owner** may deduct, from any progress payment, such amounts as may be retained pursuant to Paragraph 13.4.

13.3 RETAINAGE From each progress payment made prior to Substantial Completion **Owner** may retain _____ percent (____ %) of the amount otherwise due after deduction of any amounts as provided in Paragraph 13.4 of this Agreement.

13.4 ADJUSTMENT OF CONTRACTOR'S PAYMENT APPLICATION **Owner** may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect **Owner** from loss or damage based upon the following, to the extent that **Contractor** is responsible for such under this Agreement:

13.4.1 **Contractor's** repeated failure to perform the Work as required by the Contract Documents;

13.4.2 loss or damage arising out of or relating to this Agreement and caused by **Contractor** to **Owner** or to others retained by **Owner** to whom the **Owner** may be liable;

13.4.3 **Contractor's** failure to properly pay Subcontractors for labor, materials or equipment

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furnished in connection with the Work following receipt of such payment from **Owner**,

13.4.4 Defective Work not corrected in a timely fashion;

13.4.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time, and

13.4.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work.

13.4.7 third party claims involving the **Contractor** or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the **Contractor** furnishes the **Owner** with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, **Owner** shall give written notice to **Contractor** disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

13.5 PAYMENT DELAY If for any reason not the fault of **Contractor**, **Contractor** does not receive a progress payment from **Owner** within seven (7) Days after the time such payment is due, **Contractor**, upon giving seven (7) Days' written notice to **Owner**, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to **Contractor** has been received. The Contract Price and Contract Time shall be equitably adjusted by Change Order for reasonable cost and delay resulting from shutdown, delay and start-up.

13.6 SUBSTANTIAL COMPLETION When Substantial Completion of the Work or a designated portion thereof is achieved, **Contractor** shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of **Owner** and **Contractor** for interim items such as security, maintenance, utilities, insurance and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by **Contractor** to **Owner** for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

13.6.1 Upon acceptance by **Owner** of the Certificate of Substantial Completion, **Owner** shall pay to **Contractor** the remaining retainage held by **Owner** for the Work described in the Certificate of Substantial Completion less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by **Owner** and **Contractor** as necessary to achieve final completion. Uncompleted items shall be completed by **Contractor** in a mutually agreed time frame. **Owner** shall pay **Contractor** monthly the amount retained for unfinished items as each item is completed.

13.7 FINAL COMPLETION When final completion has been achieved, **Contractor** shall prepare for **Owner's** acceptance a final application for payment stating that to the best of **Contractor's** knowledge, and based on **Owner's** inspections, the Work has reached final completion in accordance with the Contract Documents.

13.7.1 Final payment of the balance of the Contract Price shall be made to **Contractor** within twenty (20) Days after **Contractor** has submitted to the **Owner** a complete and accurate application for final payment and the following submissions:

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13.7.1.1 an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber **Owner's** property;

13.7.1.2 as-built drawings, manuals, copies of warranties and all other close-out documents required by the Contract Documents;

13.7.1.3 release of any liens, conditioned on final payment being received;

13.7.1.4 consent of any surety, if applicable; and

13.7.1.5 a report of any accidents or injuries experienced by **Contractor** or its Subcontractors at the Worksite.

13.8 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work and latent defects.

13.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

14. INDEMNITY

14.1 To the fullest extent permitted by law, **Contractor** shall indemnify and hold harmless the **Owner**, **Owner's** officers, directors, members, consultants, agents and employees and the **Architect/Engineer** (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured under Paragraph 15.2, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work to the extent caused by the negligent acts or omissions of the **Contractor**, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The **Contractor** shall be entitled to reimbursement of any defense costs paid above **Contractor's** percentage of liability for the underlying claim to the extent provided under Paragraph 14.2.

14.2 To the fullest extent permitted by law, **Owner** shall indemnify and hold harmless **Contractor**, its officers, directors or members, subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under Paragraph 15.2, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by **Owner**, **Architect/Engineer** or others retained by **Owner**, but only to the extent of the negligent acts or omissions of the **Owner**, **Architect/Engineer** or others retained by **Owner**. The **Owner** shall be entitled to reimbursement of any defense costs paid above **Owner's** percentage of liability for the underlying claim to the extent provided under Paragraph 14.1.

14.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the **Contractor**, anyone directly or indirectly employed by the **Contractor** or anyone for whose acts the **Contractor** may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the **Contractor** under Workers' Compensation acts, disability benefit acts or other employment benefit acts.

15. INSURANCE

15.1 Prior to the start of the Work, the **Contractor** shall procure and maintain in force Workers Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. If

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requested, the **Contractor** shall provide the **Owner** with certificates of the insurance coverage required. The **Contractor's** Employers' Liability, Business Automobile Liability, and Commercial General Liability policies, as required in this Paragraph 2, shall be written with at least the following limits of liability:

15.1.1 Employers' Liability Insurance

a. \$ _____

Bodily Injury by Accident

Each Accident

b. \$ _____

Bodily Injury by Disease

Policy Limit

c. \$ _____

Bodily Injury by Disease

Each Employee

15.1.2 Business Automobile Liability Insurance

a. \$ _____

Each Accident

15.1.3 Commercial General Liability Insurance

a. \$ _____

Each Occurrence

b. \$ _____

General Aggregate

c. \$ _____

Products/Completed

Operations Aggregate

d. \$ _____

Personal and Advertising

Injury Limit

15.2 Employers' Liability, Business Automobile Liability and Commercial General Liability coverage required under Paragraph 1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies. The **Contractor** shall maintain in effect all insurance coverage required under Paragraph 15.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the **Contractor** fails to obtain or maintain any insurance coverage required under this Agreement, the **Owner** may purchase such coverage and charge the expense to the **Contractor**, or terminate this Agreement. The policies of insurance required under Subparagraph 15.1 shall contain a provision that the coverage afforded under the policies shall not be cancelled or

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allowed to expire until at least thirty (30) Days' prior written notice has been given to the **Owner**. The **Contractor** shall maintain completed operations liability insurance for one year after acceptance of the Work, Substantial Completion of the Project, or to the time required by the Contract Documents, whichever is longer. Prior to commencement of the Work, **Contractor** shall furnish the **Owner** with certificates evidencing the required coverage.

15.3 PROPERTY INSURANCE Before the start of Work, the **Owner** shall obtain and maintain Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the **Contractor**, Subcontractors, Sub-subcontractors, Material Suppliers and **Architect/Engineer** as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy. The **Owner** shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of the **Contractor**, Subcontractors, Sub-subcontractors, Material Suppliers and **Architect/Engineer**. This insurance shall remain in effect until final payment has been made or until no person or entity other than the **Owner** has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the **Owner** has secured the consent of the insurance company or companies providing the coverage required in this Paragraph. Prior to commencement of the Work, the **Owner** shall provide a copy of the property policy or policies obtained in compliance with this Paragraph.

15.3.1 If the **Owner** does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the **Owner** shall give written notice to the **Contractor** and the **Architect/Engineer** before the Work is commenced. The **Contractor** may then provide insurance to protect its interests and the interests of the Subcontractors and Sub-subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the **Owner** in a Change Order. The **Owner** shall be responsible for all of **Contractor's** costs reasonably attributed to the **Owner's** failure or neglect in purchasing or maintaining the coverage described above.

15.3.2 **Owner** and **Contractor** waive all rights against each other and their respective employees, agents, contractors, subcontractors and sub-subcontractors, and the **Architect/Engineer** for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as the **Contractor** may have for the failure of the **Owner** to obtain and maintain property insurance in compliance with Subparagraph 15.2.

15.3.3 To the extent of the limits of **Contractor's** Commercial General Liability Insurance specified in Paragraph 15.1 or _____ Dollars (\$ _____) whichever is more, the **Contractor** shall indemnify and hold harmless the **Owner** against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of **Owner's** existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of the **Contractor**, Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

15.4 OWNER'S INSURANCE The **Owner** may procure and maintain insurance against loss of use of the **Owner's** property caused by fire or other casualty loss. The **Owner** shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the **Owner's** errors or omissions.

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15.5 ADDITIONAL LIABILITY COVERAGE **Owner** _____ shall/ _____ shall not (indicate one) require **Contractor** to purchase and maintain liability coverage, primary to **Owner's** coverage under Subparagraph 15.4.

15.5.1 If required by Subparagraph 15.5, the additional liability coverage required of the Subcontractor shall be: [Designate Required Coverage]

_____.1 ADDITIONAL INSURED. **Owner** shall be named as an additional insured on **Contractor's** Commercial General Liability Insurance specified, for operations and completed operations, but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of **Contractor**, or those acting on **Contractor's** behalf, in the performance of **Contractor's** Work for **Owner** at the Worksite.

_____.2 OCP. **Contractor** shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on Commercial General Liability Insurance specified, or limits as otherwise required by **Owner**.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this Subparagraph shall be paid by the **Owner** directly or the costs may be reimbursed by **Owner** to **Contractor** by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the additional liability coverage. Prior to commencement of the Work, **Contractor** shall obtain and furnish to the **Owner** a certificate evidencing that the additional liability coverages have been procured.

16. BONDS Performance and Payment Bonds _____ are/ _____ are not required of Subcontractor. Such bonds shall be issued by a surety admitted in *the State in which the Project is located* and must be acceptable to **Contractor**. **Contractor's** acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

17. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Excluding losses covered by insurance required by the Contract Documents, the **Owner** and **Contractor** agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The **Owner** agrees to waive damages including but not limited to the **Owner's** loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The **Contractor** agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination.

The following items of damages are excluded from this mutual waiver:

17.1 The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The **Owner** and the **Contractor** shall require similar waivers in contracts with Subcontractors and Others retained for the project.

18. RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss and/or damage to the Work shall be upon the **Contractor** until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

19. NOTICE TO CURE AND TERMINATION

MASTER TEXT COPY

19.1 NOTICE TO CURE A DEFAULT If **Contractor** persistently refuses or fails to supply enough qualified workers, proper materials, and/or equipment to maintain the approved Schedule of the Work in accordance with Article 6, or fails to make prompt payment to its workers, subcontractors or material suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, **Contractor** may be deemed in default. If **Contractor** fails within seven (7) business Days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then **Owner** shall give the **Contractor** a second written notice to correct the default within a three (3) business Day period. If the **Contractor** fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the **Owner**, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to **Contractor** who shall be liable for such payments including reasonable overhead, profit and attorneys' fees.

19.2 TERMINATION BY OWNER If, within seven (7) Days of receipt of a notice to cure pursuant to Paragraph 19.1, **Contractor** fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, **Owner** may notify **Contractor** that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional Days. After the expiration of the additional fourteen (14) Day period, **Owner** may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to **Owner** under Paragraph 19.1. If **Owner's** costs arising out of **Contractor's** failure to cure, including the cost of completing the Work and reasonable attorney fees, exceed the unpaid Contract Price, **Contractor** shall be liable to **Owner** for such excess costs. If **Owner's** costs are less than the unpaid Contract Price, **Owner** shall pay the difference to **Contractor**. In the event **Owner** exercises its rights under this Paragraph, upon the request of **Contractor**, **Owner** shall furnish to **Contractor** a detailed accounting of the costs incurred by **Owner**.

19.2.1 The **Owner** shall make reasonable efforts to mitigate damages arising from the **Contractor** default and shall promptly invoice the **Contractor** for all amounts due pursuant to Paragraphs 19.1 and 19.2.

19.3 TERMINATION BY CONTRACTOR Upon seven (7) Days' written notice to **Owner**, **Contractor** may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of **Contractor** for any of the following reasons:

- .1 under court order or order of other governmental authorities having jurisdiction;
- .2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of **Contractor**, materials are not available; or

19.4 In addition, upon seven (7) Days' written notice to **Owner**, **Contractor** may terminate the Agreement if **Owner**:

- .1 fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Paragraph 6.1, or
- .2 assigns this Agreement over **Contractor's** reasonable objection, or
- .3 fails to pay **Contractor** in accordance with this Agreement and **Contractor** has complied with the notice provisions of Paragraph 14.5, or
- .4 otherwise materially breaches this Agreement.

19.5 Upon termination by **Contractor** pursuant to this Agreement, **Contractor** shall be entitled to recover from **Owner** payment for all Work executed and for any proven loss, cost or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit.

MASTER TEXT COPY

19.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

20. CLAIMS AND DISPUTE RESOLUTION

20.1 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in Paragraphs 10.2 and 10.4 for any claim for an increase in the Contract Price and/or the Contract Time, **Contractor** shall give **Owner** written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after **Contractor** first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Contract Price and/or the Contract Time resulting from such claim shall be authorized by Change Order.

20.2 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, **Contractor** shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If **Contractor** continues to perform, **Owner** shall continue to make payments in accordance with the Agreement.

20.3 INITIAL DISPUTE RESOLUTION PROCESSES If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any binding dispute resolution procedures.

20.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to the binding dispute resolution procedure designated herein (Designate only one):

____ Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.

____ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

20.5 COST OF DISPUTE RESOLUTION The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

20.6 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

21. ASSIGNMENT Neither **Owner** nor **Contractor** shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other.

22. GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

23. JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

MASTER TEXT COPY

OWNER: _____

BY:

PRINT NAME _____

PRINT TITLE _____

ATTEST:

CONTRACTOR: _____

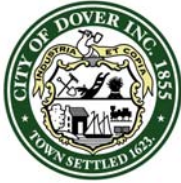
BY:

PRINT NAME _____

PRINT TITLE _____

ATTEST:

MASTER TEXT COPY



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.11.

Resolution Number: **R – 2008.08.13 - 126**

Resolution Re: Household Hazardous Waste Collection Service B08107

WHEREAS: Sealed bid B08107 was requested and received for household hazardous waste collection day on July 21, 2008 at 2:00 pm; and

WHEREAS: Four qualified firms responded with price quotes for different chemicals that would be collected for the project in its entirety; and

WHEREAS: Low bid meeting specifications was submitted by MXI Environmental Service LLC of Langhorne PA at varying rates for specific services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a Purchase Order to MXI Environmental Services LLC for household hazardous waste day on September 6th 2008 in the amount of \$30,000.00 and corresponding rates provided July 21, 2008. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
1000-43240-4420-0000-00-30	Recy. Collection Services	\$30,000.00	\$30,000.00

AUTHORIZATION

Approved as to Funding: Daniel R Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.11.

Resolution Number: **R – 2008.08.13 - 126**

Resolution Re: Household Hazardous Waste Collection Service B08107

DOCUMENT HISTORY:

First Reading Date:

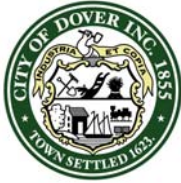
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.11.

Resolution Number: **R – 2008.08.13 - 126**

Resolution Re: Household Hazardous Waste Collection Service B08107

RESOLUTION BACKGROUND MATERIAL:

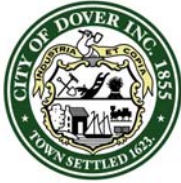
Sealed bid B08107 was requested and received for household hazardous waste collection on July 21, 2008 at 2:00 pm. Four qualified vendors responded with various price quotes for the various chemicals collected. Low bid meeting specifications was submitted by MXI Environmental Services LLC After review by the cities Solid Waste Coordinator it was determined that MXI Environmental Services LLC was the bid most advantageous to the City of Dover as it is uncertain the exact amount of collections on the Household Hazardous Waste Collection Day. Collection day will be September 6, 2008

Award Information:

A purchase order will be issued to authorize this expenditure.

Purchasing Information:

Type:	Purchase order	Advertised:	Yes
Invitations Mailed:	14	Number of Responses:	4
Warranty:	Meets Specifications	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	45 days	Estimated Delivery:	9/06/08
Recommended Award to:	MXI Environmental Svs	Fund:	GF
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Cost estimated at \$25,000 or greater



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.11.

Resolution Number: **R – 2008.08.13 - 126**

Resolution Re: Household Hazardous Waste Collection Service B08107

Vendor List

Clean Venture, Inc.
133-138 Leland Street
Framingham, MA 01702

Enviro-Safe Corp
Attn: Kevin Poulin
263 Howard St
Lowell MA 01852

Clean Harbors Environmental
Services, Inc.
P.O. Box 9149
Norwell, MA 02061-9149

ONYX Environmental Services
218 Canton Street
Stoughton, MA 02072

Care Environmental Corp.
10 Orben Drive
Landing, NJ 07850

APT Environmental Inc
PO Box 162
Milton VT 05468

PSC Environmental
275 Allens Ave
Providence RI 02905

Advanced Environmental Tech.,
Corp.
398 Cedar Hill Street
Marlboro, MA 01752

CSI Environmental Services
63 Hunt Road
Amesbury, MA 01913

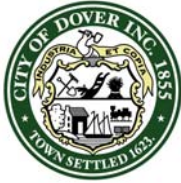
Environmental Waste
Technology,
PO Box 38
Newton Upper Falls, MA 02164

United Industrial Services
14 West Main Street
Meriden, CT 06451

Jones Environmental Services,
Inc.
263 Howard Street
Lowell, MA 08152

Onyx Environmental Services
398 Cedar Hill Street
Marlboro, MA 01752

Jet Line Environmental
PO Box 847
Stoughton, MA 02072



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.11.

Resolution Number: **R – 2008.08.13 - 126**

Resolution Re: Household Hazardous Waste Collection Service B08107

Bid Results

	MXI	Clean Harbors	Clean Ventures	PSC
Flammable Aerosols	\$100.00	\$250.00	\$215.00	\$215.00
Bulk Flammable Paint	\$400.00	\$375.00	\$265.00	\$325.00
Pesticides	\$225.00	\$245.00	\$235.00	\$215.00
Mercury (5 gal.)	\$50.00	\$150.00	\$125.00	\$75.00
Oxidizer	\$150.00	\$275.00	\$225.00	\$215.00
Acids	\$150.00	\$275.00	\$250.00	\$215.00
Asbestos	\$50.00	\$150.00	\$150.00	\$150.00
Set-Up	\$1,800	\$1,500	\$1,500	\$1,500
Fuel Surcharge	0%	0%	0%	5%
Resins & Adhesives	\$150.00	\$125.00	\$375.00	\$165.00
Organics	\$165.00	\$185.00	\$225.00	\$140.00
Total	\$3,240.00	\$3,530.00	\$3,565.00	\$3,215.05

5%

\$160.75

All in 55 gallon drums unless specified.

\$3,375.80

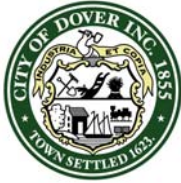
MXI Environmental 26319 Old Trail Rd, Abington VA 24210

Clean Harbors 42 Longwater Dr Norwell

MA

Clean Ventures 201 So First St, Elizabeth NJ 07206

PSC Environmental 275 Allen Ave Providence RI



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.12.

Resolution Number: **R - 2008.08.13 - 127**
Resolution Re: Liquid Propane B09007

WHEREAS: Bid B09007 was requested and received for Liquid Propane on August 13, 2008 at 2:30 pm for a one year agreement.

WHEREAS: The city has approximately twenty two (22) locations where LP gas is utilized and supplied on an "as needed" or pre-arranged schedule. Based on last years usage this bid indicates a need for approximately 50,000 gallons to be purchased from September 1, 2008 to August 31, 2009; and

WHEREAS: Last years agreement was for one year with the option to renew for an additional year and year one was awarded to Proulx Oil and Propane of Newmarket NH. In an effort to get the best pricing the city has solicited bids again this year

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a blanket Purchase Order to (Vendor to be determined) given the rates (to be determined per bid results) provided 8/13/08. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
Accounts listed in background	liquid propane	see background	see background

Note: Substitute resolution will be provided on Wednesday night August 13, 2008 containing bid results and recommendations.

AUTHORIZATION

Approved as to Funding: Daniel R Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.12.

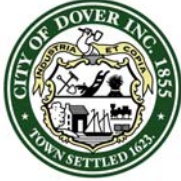
Resolution Number: **R - 2008.08.13 - 127**
Resolution Re: Liquid Propane B09007

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.12.

Resolution Number: **R - 2008.08.13 - 127**
Resolution Re: Liquid Propane B09007

RESOLUTION BACKGROUND MATERIAL:

Bid B09007 was requested and received for Liquid Propane on August 13, 2008 at 2:30 pm. The city has approximately twenty two (22) locations where LP gas is utilized and supplied on an "as needed" or pre-arranged schedule. Based on last years usage this bid indicated a need for approximately 50,000 gallons to be purchased at a guaranteed rate from September 1, 2008 to August 31, 2009.

There is great difficulty getting vendors to respond when they believe they may have to pull all their tanks out each year and that was the reason for the one year agreement with possibility of one year extension last year that was stricken from the resolution.

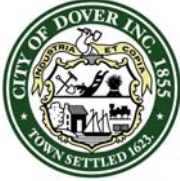
account	Description	Appropriation	balance
1000-42150-4623-0000-00-21	Police support	3,545.00	3,545.00
1000-42280-4623-0000-00-22	Fire & Rescue	9,000.00	9,000.00
1000-44430-4623-0000-00-40	General Assistance	3,000.00	3,000.00
5320-43256-4623-0000-00-30	WWTP	41,000.00	41,000.00
5300-43320-4623-0000-00-30	CS Water	16,000.00	16,000.00
5320-43250-4623-0000-00-30	CS Sewer	22,300.00	22,300.00
5500-45149-4623-0000-00-35	Arena	4,470.00	4,470.00
Total		99,315.00	99,315.00

Award Information:

A purchase order will be issued to authorize this expenditure.

Purchasing Information:

Type:	Purchase order	Advertised:	Yes
Invitations Mailed:	16	Number of Responses:	
Warranty:	Meets Specifications	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until 8/31/09	Estimated Delivery:	As needed
Recommended Award to:		Fund:	various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:		Reason for Council Approval:	Cost estimated at \$25,000 or greater



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.12.

Resolution Number: **R - 2008.08.13 - 127**
Resolution Re: Liquid Propane B09007

Vendor List

Irving Oil Co.
3000 Lafayette Road
Portsmouth, NH 03802-0177

Downeast Energy Steve
63 Fourth Street
Dover, NH 03820

Hanscom's Truck Stop Attn:
Sam
500 Maplewood Avenue
Portsmouth, NH 03801

Dennis K. Burke Joe Cote
284 Eastern Avenue
Chelsea, MA 02150

Simply Green Bio Fuel
12 Richard Road
Rye, NH 03870

DF Richard Rick Card
PO Box 669
Dover, NH 03820

Home Town Oil, LLC
755 Banfield Road
Portsmouth, NH 03801

Total Energy Solutions
195 Hanover Street
Suite 24
Portsmouth, NH 03801

Hartmann Oil Company, Inc.
P. O. Box 1068
Exeter, NH 03833-1068

Fortier and Sons
216 Green Street
Somersworth, NH 03878

Eastern Propane & Oil
PO Box 1800
Rochester, NH 03866

Borderline Fuels, Inc.
Frank Amedeo
35 Centre Road
Somersworth, NH 03878

Dead River Co.
100 West Road, Suite #2
Portsmouth, NH 03801

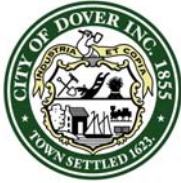
Save on Fuel
11 Pond Road
South Berwick, ME 03908

H & H Oil Co.
437 Portsmouth Ave.
Greenland, NH 03840

Proulx Oil and Propane
Jim Proulx
PO Box 1
Simons Lane
Newmarket NH 03857

RESULTS B09004 **Liquid Propane Gas**

To Follow:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.13.

Resolution Number: **R – 2007.08.13 - 128**

Resolution Re: Acceptance of Taylor Road and Gina Way

WHEREAS: The developer of Taylor Road and Gina Way has requested that they be accepted as City streets; and

WHEREAS: The Engineering Division has reviewed these streets and has determined they meet the City standards and specifications for street acceptance and have received a 2-year maintenance guarantee.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

Taylor Road and Gina Way be accepted as City streets.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.13.

Resolution Number: **R – 2007.08.13 - 128**

Resolution Re: Acceptance of Taylor Road and Gina Way

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor, Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.13.

Resolution Number: **R – 2007.08.13 - 128**

Resolution Re: Acceptance of Taylor Road and Gina Way

RESOLUTION BACKGROUND MATERIAL:

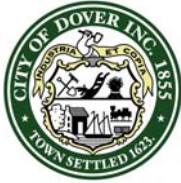
A street is created as an official public way in one of 4 ways as follows:

- Highway layout
- Prescription
- Dedication and acceptance
- Deed

Creation of this street as an official highway by dedication and acceptance will be accomplished with this resolution. The vast majority of highways in the modern age are created by dedication and acceptance.

The process is a two-step process. The most common act of dedication is the filing and recording of an approved subdivision. The second and final step is a formal vote of acceptance by the City Council.

The City of Dover maintains and provides services for city streets. Only streets meeting city specifications are accepted.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.13.

Resolution Number: **R – 2007.08.13 - 128**

Resolution Re: Acceptance of Taylor Road and Gina Way

**THIS IS A NON-CONTRACTUAL CONVEYANCE
PURSUANT TO NEW HAMPSHIRE R.S.A 78-B:2 I
AND IS EXEMPT FROM THE NEW HAMPSHIRE
REAL ESTATE TRANSFER TAX**

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **Stephen P. Franciosa, Trustee of the Pebble Beach Trust**, u/d/t dated August 13, 2003, as amended, recorded with the Strafford County Registry of Deeds at Book 2908, Page 0239, with a mailing address of 126 Daniel Street, Suite 100, Portsmouth, New Hampshire 03801, for consideration paid, grants to the **City of Dover**, 288 Central Avenue, Dover, New Hampshire 03820, with **WARRANTY COVENANTS**, all of its right, title and interest in a certain rights of way for a streets entitled "Taylor Road" and "Gina Way" located in Dover, Strafford County, New Hampshire and more particularly described as follows:

Taylor Road and Gina Way as shown on a plan entitled Lot Layout Plan, Plan of Land in Dover, NH showing a Subdivision of 336-338 Washington Street (Assessors Map G Lots 10 & 11) prepared for Dupere Corporation 157 Portsmouth Avenue Stratham, NH 03885 prepared by Millennium Engineering, Inc. dated Nov. 26, 2001 revised through 7/22/02 recorded at Strafford County Registry of Deeds Plan 66-74 as revised by the plan recorded herewith.

Beginning at a stone bound to be set at Lot 19 at Washington Street, thence by a curve to the right with a radius of 30.00' for 47.47' along Taylor Road to a stone bound to be set, thence S 53-37-46 W 105.01' to a stone bound to be set, thence by a curve to the right with a radius of 125.00' for 88.61' to a stone bound to be set, thence N 85-45-20 W 111.96' to a stone bound to be set, thence by a curve to the left with a radius of 175.00' for 173.78' to a stone bound to be set, thence S 37-20-48 W 130.49' to a stone bound to be set, thence by a curve to the right with a radius of 125.00' for 46.05' to a stone bound to be set, thence S 58-27-21 W 28.77' to a stone bound to be set at Gina Way, thence by a curve to the right with a radius of 30.00' for 56.90' to a stone bound to be set, thence N 12-52-51 W 152.00' to land now or formerly of Nadeau at a stone

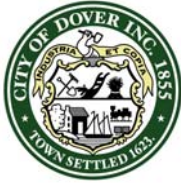
R-2008.08.13 Acceptance of Taylor Road and Taylor
Extension.docr-

Document Created by: Legal

2008[1].08.13_acceptance_of_taylor_road_and_gina_way

Document Posted on: August 8, 2008

Page 4 of 5



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.13.

Resolution Number: **R – 2007.08.13 - 128**

Resolution Re: Acceptance of Taylor Road and Gina Way

bound to be set, thence S 58-27-21-W 52.78' to a stone bound to be set, thence S12-52-51 E 172.27' to a stone bound to be set, thence by a curve to the right with a radius of 30.00' for 37.35' to a stone bound to be set at Taylor Road, thence S-58-27-21 W 180.55' to a stone bound to be set, thence by a curve to the right with a radius of 100.00' for 71.12' to a stone bound to be set, thence by a curve to the left with a radius of 65.00' for 296.66' to a stone bound to be set, thence by a curve to the right with a radius of 100.00' for 71.12' to a stone bound to be set, thence N 58-27-21 E 284.89' to a stone bound to be set, thence by a curve to the left with a radius of 175.00' for 64.47' to a stone bound to be set, thence N 37-20-48 E 130.49' to a stone bound to be set, thence by a curve to the right with a radius of 125.00' for 124.13' to a stone bound to be set, thence S 85-45-20 E 123.35' to a stone bound to be set, thence by a curve to the left with a radius of 175.00' for 124.05' to a stone bound to be set, thence N 53-37-46 E 113.48' to a stone bound to be set, thence by a curve to the right with a radius of 30.00' for 44.29' to a stone bound to be set at Washington Street, thence turning and running along Washington Street N 41-47-23 W 82.81', thence continuing along Washington Street N 37-32-39 W 25.35' to the point of beginning.

Subject to all easements, restrictions and conditions as shown on the above-referenced Plan.

Being a portion of the same premises conveyed to Gary F. Ritter, Trustee of the Pebble Beach Trust by Warranty Deed of 336 Washington Street Realty, LLC, dated August 13, 2002 and recorded with the Strafford County Registry of Deeds at Book 2559, Page 442.

Witness my hand and seal this ____ day of _____, 2008.

Pebble Beach Trust

Witness

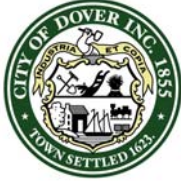
By: _____
Stephen P. Franciosa, Trustee

STATE OF NEW HAMPSHIRE COUNTY OF

On this ____ day of July, 2008, then personally appeared the above-named Stephen P. Franciosa, Trustee of Pebble Beach Trust, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained, before me.

Notary Public/Justice of the Peace

My commission expires:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.1.

Resolution Number: **R – 2008.08.13 - 129**

Resolution Re: **RELEASE OF NON-PUBLIC SESSION MINUTES**

WHEREAS: The Dover City Council met in non-public session on December 13, 2006; June 27, 2007 and September 12, 2007.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The City Council non-public session minutes for the December 13, 2006; June 27, 2007 and September 12, 2007 be released.

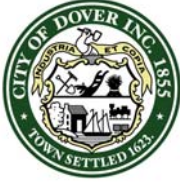
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.1.

Resolution Number: **R – 2008.08.13 - 129**

Resolution Re: **RELEASE OF NON-PUBLIC SESSION MINUTES**

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor , Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

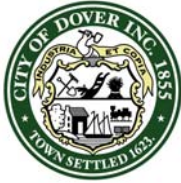
Agenda Item#: 12.B.1.

Resolution Number: **R – 2008.08.13 - 129**

Resolution Re: RELEASE OF NON-PUBLIC SESSION MINUTES

RESOLUTION BACKGROUND MATERIAL:

The time limit for the non-public session minutes to remain sealed has lapsed.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.2.

Resolution Number: **R – 2008.08.13 - 130**

Resolution Re: Design and Furniture for City Hall Improvements B08105

WHEREAS: Sealed bid B08105 was solicited and received on June, 16, 2008 @ 2:00pm for space planning and furniture for City hall. As a continuation of the City Hall Renovation Project outlined in the CIP the city utilized AG Architects to perform a space needs study; and,

WHEREAS: Reorganization of municipal staff will begin in early summer and in an effort to meet this goal, a plan for office space design and furniture from the low bidder Goodwin's Office was reviewed by city staff and it is the recommendation to award project to Goodwin's Office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a Purchase Order to Goodwin's Office Furniture given the bid amount of \$149,343.00 and corresponding rates provided 06/16/2008. The amount of this authorization shall be limited so as not to exceed available funding

Financing

Account	Description	Appropriation	Balance
4008-43180-4725-1101-08-30	City hall Improvements	240,000.00	238,000.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.2.

Resolution Number: **R – 2008.08.13 - 130**

Resolution Re: Design and Furniture for City Hall ImprovementsB08105

DOCUMENT HISTORY:

First Reading Date:

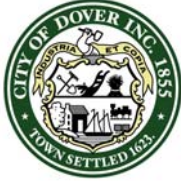
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.2.

Resolution Number: **R – 2008.08.13 - 130**

Resolution Re: Design and Furniture for City Hall ImprovementsB08105

RESOLUTION BACKGROUND MATERIAL:

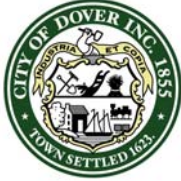
See attachment.

Award Information:

A purchase order will be issued to the vendor selected to authorize future expenditures.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	21	Number of Responses:	4 and 2 nb
Warranty:	Manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Completion	Estimated Delivery:	4 weeks
Recommended Award to:	Goodwin's Office	Fund:	CIP 08
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.2.

Resolution Number: **R – 2008.08.13 - 130**

Resolution Re: Design and Furniture for City Hall ImprovementsB08105

Vendor List B08105

Lucas Office Systems
Pease Int'l. Tradeport
80 Rochester Ave., Ste. 202
Portsmouth NH 03801

Direct Advantage
520 W. Oklahoma Avenue
Milwaukee, WI 53207-2649

Virco, Inc
John Lear
689 Main St
Walpole MA 02081

WB Mason
Kathy St.Cyr
274 West Cummings Park
Woburn, MA 01801

Global Equip. Co.
22 Harbor Park Drive
Port Washington, NY 11050

Creative Office Pavilion
Sandi Nugent
155 Dow St Ste 100
Manchester, NH 03101

Office Max
1600-1625 Woodbury Avenue
Portsmouth, NH 03801

Office Depot
PO Box 858
Billerica MA 01821

Staples Business Advantage
Larry Vannata
500 Staples Drive
Framingham, MA 01702

Goodwin Office Products
Christine Goodwin
62 Littleworth Road
Dover, NH 03820

Business Products Online, Inc.
ATTN.: Alice Pennell
3 Executive Park Drive
Bedford NH 03110

Morley Office Supply
PO Box 629
Portsmouth NH 03801

Marion Office Products
18 Airport Road
Nashua NH 03063-1714

Warren's Office Supplies
139 Pleasant Street
Springvale, ME 04083

Boise Cascade
125 Industrial Way
PO Box 1220
Portland ME 04104

Allied, Your Office Partner
PO Box 1966
Lowell MA 01853-1966

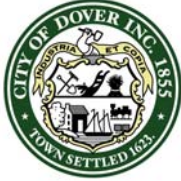
Office Interiors Limited
Ellen Bates
85 Washington St
Dover NH 03820

Northeast Office Furniture
9 Post Rd
Portsmouth NH 03801

East Coast Office Interiors
PO Box 669
Londonderry NH 03053

OM Workspace
Laurie Smith
1750 Elm St Ste603
Manchester NH 03104

Corporate Express
Joe Markley
17 Patrick Dr
Westbrook ME 04092



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.2.

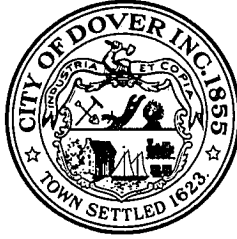
Resolution Number: **R – 2008.08.13 - 130**

Resolution Re: Design and Furniture for City Hall ImprovementsB08105

Results B08105

Vendor	Price per <u>one</u> unit	Received Addendum 1 & 2
Goodwins Office Furniture 62 Littleworth Rd Dover NH 03820	\$829.00	YES
Office Interiors 85 Washington St Dover NH 03820	\$1139.85	Not listed I called them YES
Creative Office Pavilion 155 Dow St Ste 100 Manchester NH 03101	\$4415.58	Not Listed I called them YES
Corporate Express 17 Patrick Dr Westbrook ME 04092	\$10,718.27	Not Listed I called them YES
East Coast Office Londonderry NH	No Bid	
Northeast Office Portsmouth NH	No Bid	

CHRISTOPHER G. PARKER, AICP
Director
c.parker@ci.dover.nh.us



288 Central Avenue
Dover, New Hampshire 03820-4169
(603) 516-6008
Fax: (603) 516-6007
www.ci.dover.nh.us

City of Dover, New Hampshire

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

TO: J. MICHAEL JOYAL, CITY MANAGER
FROM: CHRISTOPHER PARKER, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT
SUBJECT: CITY HALL FURNITURE AND LAYOUT
DATE: 8/7/2008
CC: DEPARTMENT HEADS

BACKGROUND

As part of the FY08 budget, the City Clerk and Tax Collector's functions were merged, with the idea that the offices would be merged as well. The City Council authorized a space needs study investigating optimal usage of City Hall, both Police functions and non-Police functions.

Contained within that report were various ideas for facilitating short and long term efficiencies. The long term options included separating City Hall functions and Police functions. The short term plans involved reorganizing City Hall with creation and removal of a multitude of walls.

The proposed costs associated with the recommendations in the study are:

- A. Expand/Renovate City Hall and Police Station: \$17,949,000 - 20,019,000
- B. New Police Station/Renovate City Hall: \$16,335,500 - 18,910,500 (not including is land is needed)

The allotted monies in the CIP for the project are \$237,000. Previously it has been calculated that there will be a \$1.3 million in savings over 15 years, which will offset the current renovation costs, by combining the City Clerk and Tax Collection offices. In order to facilitate the Clerk/Tax Collector move at a low cost other models for relaying out City Hall were reviewed. As an outgrowth of this study, I worked with other departments to create a plan for short term improvements that would not impact any potential long term changes to the building. An additional goal has been to create more conference meeting space within the building.

MOVES ANTICIPATED

Overall the goal of the moves is to locate the customer service based offices to the first floor of City Hall and then relocate more internal service offices to the second floor. We will locate the Finance

(accounting and purchasing, and water/sewer billing) office as well as Human Resources (including Payroll and Benefits) to the second floor. Finally, the network closet currently, located in the Police Department will be relocated to the second floor. This move allows the Police Department to expand its operations into this current IT space.

This plan reuses the majority of the former SAU space for the Finance functions as well create a public meeting space within the former Superintendent of Schools office. The space currently utilized by Inspection Services will be reused for both Human Resources and for the Network closet.

On the first floor, the space currently utilized by purchasing will be assumed by the IT Department, including Police Department IT functions (again this frees us space for the Police Department to reallocate space within the Police Department). The Tax Assessing office will relocate to the current accounting space. This will allow for the creation of a public research space to allow for the public to review their assessing cards.

The current space housing the Tax Assessing office will be turned over to the Planning Department. A passage will be created between the two offices, and the current counter located in the space will be removed. In the space left, the Planners and Community Development Coordinator will be housed. The current office used by the Assessor will be converted into a conference room for the Planning Department. The conference room will be vital to meeting with landowners for the review of proposed plans.

In the Planners current offices, the space will be turned over to the Police Department for reuse by that Department. This space, combined with the space opened up in the Police Department and the space utilized by the PD's IT services on the first floor gives the Police Department approximately 1,500 more square feet of space.

The current IT office will be reused by the City Clerk. A portion of the wall between this office and the Tax Collector will be removed to increase the space and allow for the merger to be completed.

Once the City Clerk has moved into the Tax Collector space, the current City Clerk's office will be converted into a multi-purpose Conference/Training room with flexibility in mind for future reuse.

We investigated and propose purchasing high density filing systems, like those found in doctor's offices, which will actually increase capacity and decrease floor space usage. This system allows for double stacking files and will take up less space than currently allocated for files. This recommendation is drawn from the need to conform with RSAs 41:58, and 33-A:3-a, which deal with the disposition of records and length of retention required.

Attached to this memo you will find two floor plans demonstrating the moves described above.

DISPOSAL

Recognizing that we will have excess furniture after the new furniture is delivered; we will inventory the furniture and investigate opportunities to surplus the furniture to used furniture business with the goal of returning proceeds to the General Fund. Goodwin's Office Furniture has been approached and has no interest in taking and reselling our furniture, and has suggested that we contact the Seacoast United Way and offer to donate any furniture we are unable to sell to them.

BENEFITS

The benefits of this project include:

- Maximize first floor for “external customer service” operations.
- Utilize furniture to increase efficiency and emphasize effective workspaces and storage as opposed to creating new space by altering walls.
- Maintains the building’s historic character and charm.
- Changes do not limit future alterations or lock the City into a layout.
- By purchasing furniture as opposed to altering walls, we decrease the amount of wiring and life safety alterations necessary.
- Increase Police Department usable space by approximately 1,500 square feet.
- Expend \$237,000 as opposed to \$16 to \$20 million.
- Little to no disruption of workflow (most of the moves can be done after hours and on weekends).
- Increased ability for public to review, in private, assessing records.
- Increased public meeting space for Committees and Boards.
- Compliance with State of NH records retention and disposition requirements.

VENDORS

In order to make the furniture purchases, the Department went out to bid for furniture and design services. We received a total of 5 bids, and chose Goodwin’s Office Furniture located on Littleworth Road. Staff from Goodwin’s interviewed staff and developed a multitude of options as we worked through layouts. Goodwin’s will provide the furniture and the storage needs. Of the five respondents’ not only was Goodwin’s the lowest cost bid, they also presented a proposal that recognized the value and long term goals of the project.

The minor adjustments in walls (creating three and removing one) will be assigned to a mixture of Facilities and Grounds personnel and the Vocational Technologies programs at the Dover High School. Using this method allows us to pay for materials and not labor for the work.

Finally, Community Services will have Johnson Controls review and quote moving the HVAC and electrical needs for the network closet, and, IT will coordinate relocating the Network closet and associated equipment from the Police Department to the current Inspection Services office on the second floor.

TIMEFRAME

August 13 Award of Bid by the City Council.

August 14 notify Goodwin's Office Furniture to proceed

Furniture takes 4-5 weeks to receive

Wall to separate second floor conference room from finance is created.

Last week in September: Finance Director, Secretary, Purchasing Agent, Accounts Payable and Junior and Senior Accountants move to SAU space

It moves into former Purchasing offices. Payroll moves into this office as well.

Plus one week: Assessing moves to current Accounting space

Removal of counter in Assessing

Work begins to remove wall and open up new clerk space

Plus two weeks: Clerk/Tax collector move is finalized – need to tie in with Annie on wiring
Planners and CD Coordinator move into current Assessing space

Plus three weeks: Wall in current clerk area to create training/conference room is installed

October: North end station opens

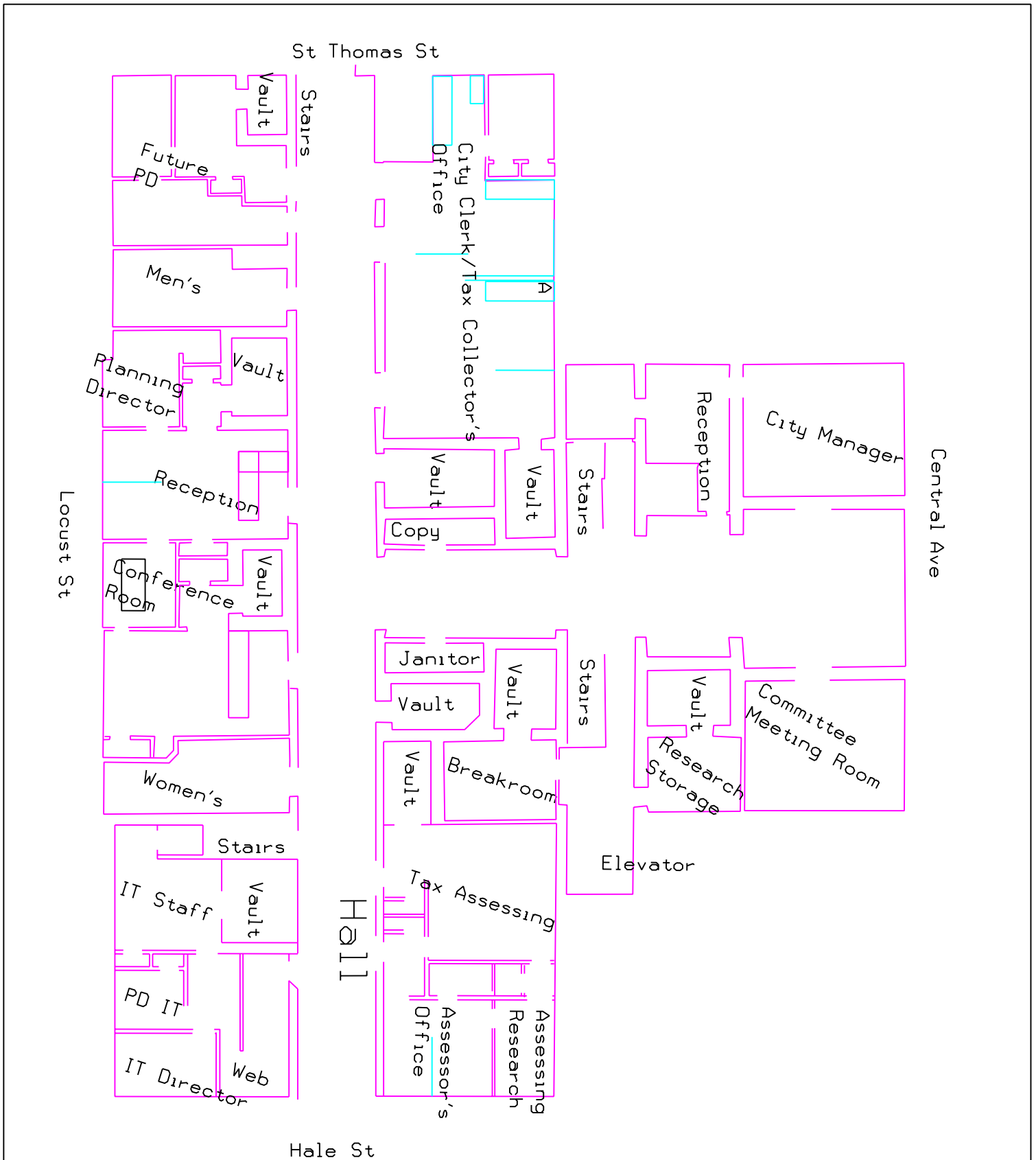
Inspection Services move to NES

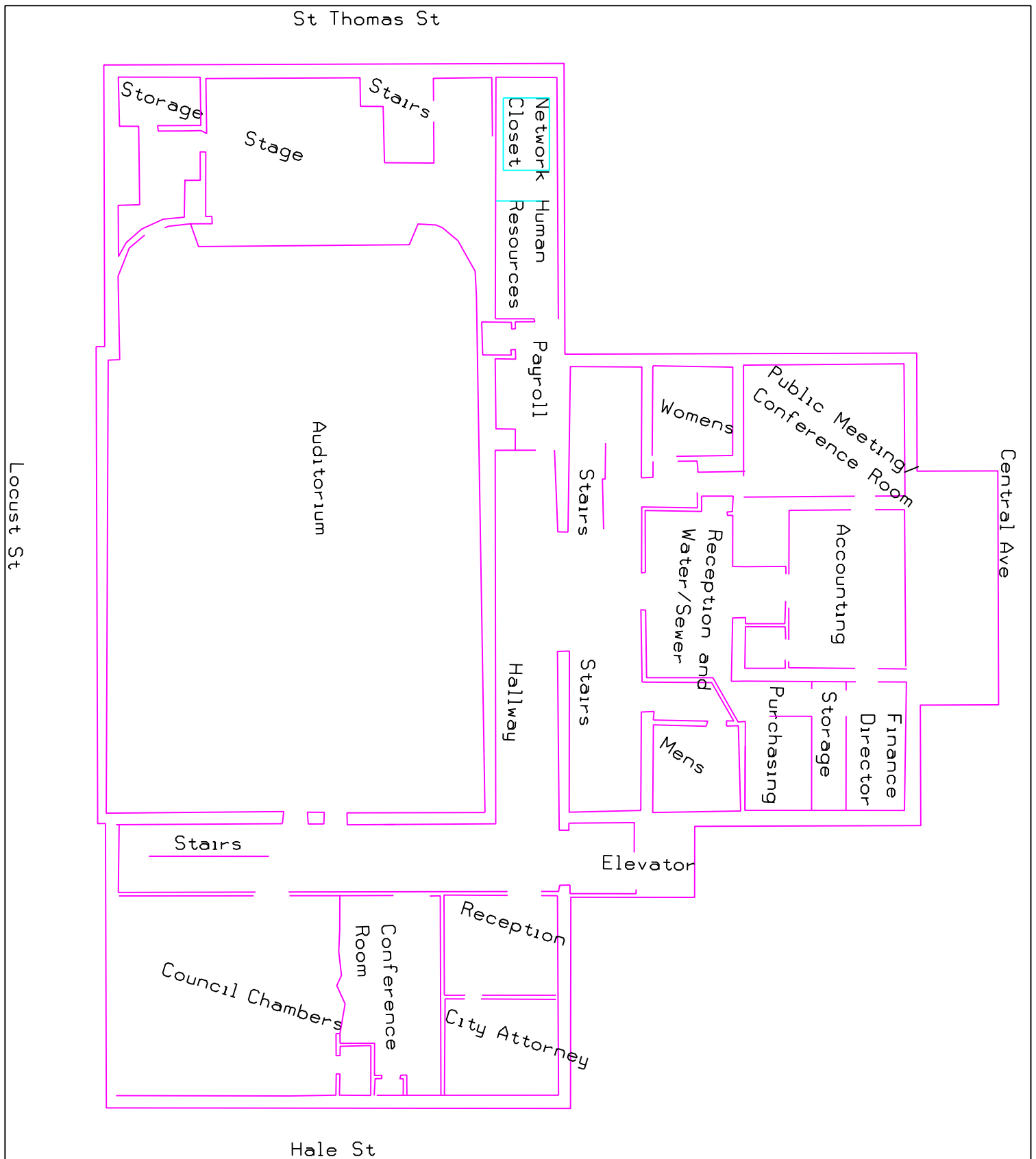
Payroll moves to Inspection Services secretarial space

Wall to separate Server room from HR is created.

Plus one week: HR moves up to new space, server room migration

PD IT personnel move to first floor.





PHONE
(800) 451-7676
(603) 742-4324



GOODWIN'S
OFFICE FURNITURE & SUPPLIES
"A Division of Goodwin's Office Products, LLC"



FAX
(800) 277-2130
(603) 743-4483

CITY OF DOVER

Furniture Quote

August 6, 2008

FINANCE Dept. – 2nd Floor Old SAU 11 Space

Reception

3H Desk with Transaction Counter for Kim
Apollo Task Chair #9400 1 ea

List Price: \$	4428.	Net Price: \$	2347.
List Price: \$	391.	Net Price: \$	207.

Conference Room

3H Table 168"x 60"w/Credenza buffet
Eurotech Highback Conference Room Chairs
Apollo #MM9500 Black Mesh w/Black Fabric
12 ea List Price: \$421. Net Price: \$223.

List Price: \$	6586.	Net Price: \$	3491.
Ext. List: \$	5052.	Ext. Net: \$	2678.

Main Office – Three Cubicles

3H w/Hutches and Low Translucent Privacy Panels
Apollo Task Chairs #MT9400
3 ea List Price: \$391. Net Price: \$207.
Datum Filing Quote #NE11240SAF
8' wide x 7 drawers high – 2 rows – Letter size

List Price: \$	13055.	Net Price: \$	6919.
Ext. List: \$	1173.	Net Price: \$	621.
List Price: \$	9959.	Net Price: \$	5278.

Ann Legere's Office

Disassemble/Move/Reassemble current 3H Desk
Eurotech Ergohuman Mesh Highback Chair #ME7ERG

	Net Price: \$	80.	
List Price: \$	1066.	Net Price: \$	565.

Dan Lynch's Office

3H Desk w/Hutch
Eurotech Ergohuman Mesh Highback Chair #ME7ERG

List Price: \$	4480.	Net Price: \$	2374.
List Price: \$	1066.	Net Price: \$	565.

Sue – HR

3H Desk w/ 48" Diameter Table
3H Locking Supply Cabinet
Apollo #MM9500 Black Mesh w/Black Fabric Chairs for Table
4 ea List Price: \$421. Net Price: \$223.

List Price: \$	3609.	Net Price: \$	1913.
List Price: \$	896.	Net Price: \$	475.
List Price: \$	1684.	Net Price: \$	892.

Jean – Payroll

3H Desk
Apollo Task Chair #MT9400 1 ea

List Price: \$	2563.	Net Price: \$	1358.
List Price: \$	391.	Net Price: \$	207.

File room

Datum Quote #NE10285KAKr4
14'11" wide x 7 drawers high – 2 rows – Letter size

List Price: \$	17961.	Net Price: \$	9519.
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WATER/SEWER DEPT. (in Finance Dept.)

3H Desks for Sharon & Jamie	List Price: \$ 4848.	Net Price: \$ 2569.
Apollo Task Chairs #MT9400		
2 ea List Price: \$391. Net Price: \$207.	Ext. List: \$ 782.	Ext. Net: \$ 414.
3H Forms Cabinet – 24 drawers w/dividers & hutch	List Price: \$ 6677.	Net Price: \$ 3539.
Datum Quote #NE11240SAFr1		
8' wide – 2 rows – 7 drawers – Letter size	List Price: \$ 9959.	Net Price: \$ 5278.

PLANNING DEPT.

Chris Parker's Office

3H Desk w/Wardrobe/Lateral File Cabinet	List Price: \$ 6420.	Net Price: \$ 3403.
Eurotech Ergohuman Mesh Highback Chair #ME7ERG		
2 ea List Price: \$ 1066. Net Price: \$ 565.	Ext. Price: \$ 2132.	Net Price: \$ 1130.

Jean & Jennifer's Office

3H Cubicles (2)	List Price: \$ 9211.	Net Price: \$ 4882.
1 ea Apollo Task Chair #MT9400 for Jennifer	List Price: \$ 391.	Net Price: \$ 207.

Planner's Office

3H Cubicles (4 Persons *) w/4 bookcases	List Price: \$ 22529.	Net Price: \$ 11940.
*Bruce's work surface height is 34"		
Eurotech Ergohuman Mesh Highback Chair #ME7ERG		
4 ea List Price: \$ 1066. Net Price: \$ 565.	Ext. Price: \$ 4264.	Net Price: \$ 2260.
DATUM Quote #NE11157SAFr2		
11'4" wide x 7 drawers high – 2 rows Legal size		
plus 7.5' wide - 1 row	List Price: \$20119.	Net Price: \$10663.

Planning Conference Room

3H Conference Table 84"x 42" (seats 8) w/cabinet	List Price: \$ 2503.	Net Price: \$ 1327.
Apollo #MM9500 Black Mesh w/Black Fabric Chairs for Table		
8 ea List Price: \$421. Net Price: \$223.	List Price: \$ 3368.	Net Price: \$ 1784.

ASSESSING DEPT.

Assessor & Deputy Assessor Office

3H Cubicles (2 Persons) w/78"x42" Conference Table	List Price: \$ 10448.	Net Price: \$ 5537.
Apollo #MM9500 Black Mesh w/Black Fabric Chairs for Table		
4 ea List Price: \$421. Net Price: \$223.	List Price: \$ 1684.	Net Price: \$ 892.
Eurotech Ergohuman Mesh Highback Chair #ME7ERG		
2 ea List Price: \$ 1066. Net Price: \$ 565.	Ext. Price: \$ 2132.	Net Price: \$ 1130.

Assessor Records

3H Desks w/Transaction Counters (4 Persons) &		
Record Viewing Desks (2 Persons)	List Price: \$ 12061.	Net Price: \$ 6405.
Apollo Task Chairs #MT9400		
6 ea List Price: \$391. Net Price: \$207.	Ext. List: \$ 2346.	Net Price: \$ 1242.
DATUM Quote #NE11157SAFr2		
14' wide - Two rows – 7 drawers high - Letter size	List Price: \$ 14118.	Net Price: \$ 7483.

CITY CLERK/TAX COLLECTOR

3H Desks w/Transaction Counters (5 Persons)	List Price: \$ 15922.	Net Price: \$ 8422.
3H Cubicles (2 Persons)	List Price: \$ 8703.	Net Price: \$ 4613.
Apollo Task Chairs #MT9400		
7 ea List Price: \$391. Net Price: \$207.	Ext. List: \$ 2737.	Net Price: \$ 1449.
3H Locking Supply Cabinet	List Price: \$ 896.	Net Price: \$ 475.
DATUM Quote #NE11212SAFr2		
13' wide – 2 rows – 7 drawers – Letter size	List Price: \$ 15034.	Net Price: \$ 7968.

IT DEPT.

Annie – 3H Desk	List Price: \$ 2817.	Net Price: \$ 1493.
1 ea Eurotech Ergohuman Mesh Highback Chair #ME7ERG	List Price: \$ 1066.	Net Price: \$ 565.
Mike – 3H Desk	List Price: \$	Net Price: \$
Marty – 3H Desk	List Price: \$	Net Price: \$
Matt +2 Office 3H Desks (2) plus existing Work Table	List Price: \$ 7182.	Net Price: \$ 3806.
Apollo Task Chairs #MT9400		
4 ea List Price: \$391. Net Price: \$207.	Ext. List: \$ 1564.	Net Price: \$ 828.

LEGAL RECEPTION

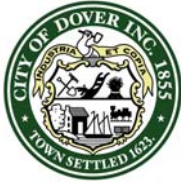
3H Desk w/Bookcase Cabinets	List Price: \$ 6823.	Net Price: \$ 3616.
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TRAINING ROOM

3H Tables w/casters	List Price: \$ 3924.	Net Price: \$ 2080.
4 ea 60"x24"(Seats 8) & 4 ea 30"x24" (Seats 4)		
Apollo Task Chairs #MT9400		
12 ea List Price: \$ 391. Net Price: \$ 207.	Ext. List: \$ 4692.	Ext. Net: \$ 2484.

TOTAL	\$281,712.*	\$149,343.
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*IT Mike & Marty Desks not included



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.3.

Resolution Number: **R – 2008.08.13 - 131**

Resolution Re: Renaming of Longhill Road Extension to Sandy Lane

WHEREAS: The City of Dover is part of a statewide Enhanced 911 emergency reporting system; and

WHEREAS: The Transportation Advisory Commission has worked with residents to address street names with a potential to confuse 911 responders; and

WHEREAS: The Traffic Advisory Commission held a public hearing and informational meeting on September 17, 2007.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

The name of Longhill Road Extension is changed to Sandy Lane. Property addresses shall be renamed as follows:

DELETE: Longhill Road Extension **RENAME TO:** Sandy Lane
RENUMBER:

7	Longhill Road Extension	becomes	7 Sandy Lane
11	Longhill Road Extension	becomes	11 Sandy Lane
21	Longhill Road Extension	becomes	21 Sandy Lane
29	Longhill Road Extension	becomes	29 Sandy Lane
33	Longhill Road Extension	becomes	22 Sandy Lane
43	Longhill Road Extension	becomes	42 Sandy Lane

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Councilor Karen Weston

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.3.

Resolution Number: **R – 2008.08.13 - 131**

Resolution Re: Renaming of Longhill Road Extension to Sandy Lane

DOCUMENT HISTORY:

First Reading Date:

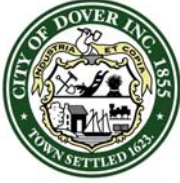
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor, Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.3.

Resolution Number: **R – 2008.08.13 - 131**

Resolution Re: Renaming of Longhill Road Extension to Sandy Lane

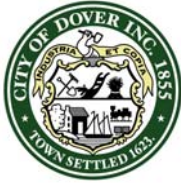
RESOLUTION BACKGROUND MATERIAL:

The Transportation Advisory Commission recommends the proposed street name changes.

The Transportation Advisory Commission, in response to E-911 mandates and public safety concerns, has identified a number of streets which have the potential for confusion in emergency response situations. The confusion may be due to other similar sounding street names or to the use of “extensions” on street names. This proposal seeks to reduce or eliminate the potential for delays in emergency response situations where life or property may be threatened.

A neighborhood meeting and public information session, for which notice was mailed to each of the affected property owners on Longhill Road Extension and Varney Road Extension, was held on September 17, 2007. Representatives of the US Postal Service, police and fire departments, and the Dover building official's office provided rationale for the changes and answered resident questions.

The proposed street name changes were selected by consensus of the affected residents of each street, or were proposed by City staff after consideration of existing street names.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.4

Resolution Number: **R – 2008.08.13 - 132**

Resolution Re: Renaming of Varney Road Extension to Laura Lane

WHEREAS: The City of Dover is part of a statewide Enhanced 911 emergency reporting system; and

WHEREAS: The Transportation Advisory Commission has worked with residents to address street names with a potential to confuse 911 responders; and

WHEREAS: The Transportation Advisory Commission held a public hearing and informational meeting on September 17, 2007.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

The name of Varney Road Extension is changed to Laura Lane. Property addresses are re-named as follows:

DELETE: Varney Road Extension

RENAME TO: Laura Lane

RENUMBER:

3 Varney Road Extension	becomes	3 Laura Lane
12 Varney Road Extension	becomes	12 Laura Lane
17 Varney Road Extension	becomes	17 Laura Lane
18 Varney Road Extension	becomes	18 Laura Lane
24 Varney Road Extension	becomes	24 Laura Lane

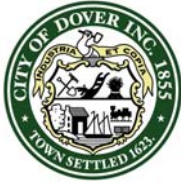
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Councilor Karen Weston

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.4

Resolution Number: **R – 2008.08.13 - 132**

Resolution Re: Renaming of Varney Road Extension to Laura Lane

DOCUMENT HISTORY:

First Reading Date:

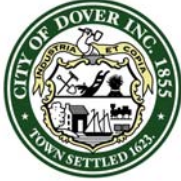
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor , Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.4

Resolution Number: **R – 2008.08.13 - 132**

Resolution Re: Renaming of Varney Road Extension to Laura Lane

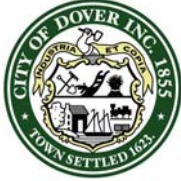
RESOLUTION BACKGROUND MATERIAL:

The Transportation Advisory Commission recommends the proposed street name changes.

The Transportation Advisory Commission, in response to E-911 mandates and public safety concerns, has identified a number of streets which have the potential for confusion in emergency response situations. The confusion may be due to other similar sounding street names. This proposal seeks to reduce or eliminate the potential for delays in emergency response situations where life or property may be threatened.

A neighborhood meeting and public information session, for which notice was mailed to each of the affected property owners on Longhill Road Extension and Varney Road Extension, was held on September 17, 2007. Representatives of the US Postal Service, police and fire departments, and the Dover building official's office provided rationale for the changes and answered resident questions.

The proposed street name changes were selected by consensus of the affected residents of each street, or were proposed by City staff after consideration of existing street names.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:

Ordinance Title:

O – 2008.08.13 - 11

Chapter:

Chapter 166, Vehicles and Traffic

The City of Dover Ordains:

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 166 of the Revised Code of the City of Dover, 1983, entitled Vehicles and Traffic, by deleting language in its entirety in 166-53, Schedule F – Commercial Vehicle Travel Restricted and replacing with the language in the amendment below.

2. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by replacing language in its entirety in Section 166-53, “Schedule F – Commercial Vehicle Travel Restricted”, as follows:

Section 1. General.

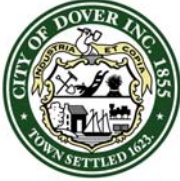
No vehicle with a gross vehicle weight rating of 26,000 pounds (26 K GVWR) or higher shall utilize any City Street (Class IV, Class V or Class VI) within the City limits for travel in or through the City, unless such roadway has been designated as a commercial vehicle route. However, said vehicles are permitted to travel on City Streets for the purpose of delivering or receiving goods and services to a specific destination. If travel along non-commercial vehicle routes is necessary for the above permissible purpose, then vehicles shall use the nearest intersection for entering and exiting restricted roadways.

Section 2. Designated commercial vehicle routes;

(a) All State numbered routes and non-numbered state-maintained roadways are designated commercial vehicle routes in the City of Dover. Vehicles with a gross vehicle weight rating of 26,000 pounds (26 K GVWR) or higher shall be permitted to utilize these designated commercial vehicle routes as a means of travel through the City of Dover.

(b) Commercial vehicle routes shall be designated by signage in accordance with the Manual on Uniform Traffic Control Devices, latest edition, applicable laws and safety policies.

(c) Revisions to the designated commercial vehicle routes shall be presented to the Transportation Advisory Commission by written petition. The Transportation Advisory Commission may require a traffic study and other supporting evidence to consider the petition. TAC shall provide a recommendation to the City Manager or his designee. The City Manager or designee shall post a list of designated commercial vehicle routes in the office of the City Clerk, the office of the Community Services Department and the Police Department.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:
Ordinance Title: **O – 2008.08.13 - 11**
Chapter: Chapter 166, Vehicles and Traffic

Section 4. Exceptions.

This ordinance shall not apply to any police, fire, ambulance or other public safety vehicle; vehicles owned or operated by the City; or vehicles owned or operated by designated representatives or contractors of the City actively engaged in the repair, maintenance or construction of City streets, street improvements or utilities within the City's rights of way. Additionally, the ordinance shall not apply to any heating system delivery vehicle, school bus, or public transit bus.

Section 5. Enforcement.

This Ordinance shall be enforced by the Police Chief, his designees or other sworn law enforcement officer(s).

Section 6. Violations and penalties.

Violations of this ordinance shall be punishable by the imposition of a \$150.00 citation for the first offense. Repeat offenders may be punished by the imposition of citations up to \$250.00 for each offense.

Section 7. Repeal of Conflicting Ordinances.

All ordinances and appurtenant schedules of restricted streets and resolutions and parts thereof in conflict herewith are repealed.

3. Effective Date.

This ordinance shall take effect upon passage and publication of notice as required by NH RSA 47:18.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:
Ordinance Title: **O – 2008.08.13 - 11**
Chapter: Chapter 166, Vehicles and Traffic

RECOMMENDATION

The Transportation Advisory Commission and City Manager recommend that this Ordinance be adopted.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Councilor Karen Weston
Approved as to Legal Form:	Allan B. Krans, Sr. City Attorney		
Recorded by:	Karen Lavertu City Clerk		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:

Ordinance Title:

O – 2008.08.13 - 11

Chapter:

Chapter 166, Vehicles and Traffic

DOCUMENT HISTORY:

First Reading Date:

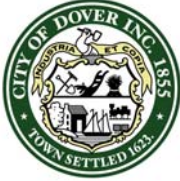
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:
Ordinance Title: **O – 2008.08.13 - 11**
Chapter: Chapter 166, Vehicles and Traffic

ORDINANCE BACKGROUND MATERIAL:

This ordinance revision has been recommended by the Transportation Advisory Commission.

The City of Dover has determined that it is necessary to restrict heavy commercial vehicle traffic on certain roadways within the municipal boundaries of the City of Dover in order to protect the public safety and general well-being of its citizens and to preserve its local street and highway infrastructure. The City of Dover is constituted by a majority of residential zoning districts and streets, thereby creating roadways primarily used to connect those residential areas and for residential purposes. Additionally, those residential streets are also occupied by children at play and general pedestrian traffic. The City finds that these residential areas are not suited or safe for large and heavy commercial through-vehicular traffic. Furthermore, the City finds it an imminent danger to the children and citizens within these residential areas to have large and heavy commercial vehicles utilizing such streets as thoroughfares or cut through roadways especially when the origin and/or destination of the vehicle is not on said roadways or within the boundary of the City of Dover.

Many of the streets within the City are not constructed in width or otherwise to adequately and sufficiently withstand the weight of heavy commercial vehicles, and use by such vehicles has caused and will cause significant and premature damage to the integrity of the City's roadway system. It is thereby necessary to restrict the usage of the roadways to protect and preserve the integrity of the City's roadways.

The present roadway system within the City limits includes certain roadways, defined as Class II and III Highways, that are adequately constructed, intended and designed for large and heavy commercial vehicles and that provide for travel and connectivity in east/west and north/south directions so that such vehicles can and should utilize those roadways, pursuant to exceptions for City vehicles, school buses, public transit and fuel delivery vehicles, in lieu of the other City roadways for the protection and preservation of the public safety and general well being of our citizens.

Dover Code Chapter 166-53 provides a restriction on through commercial vehicle traffic on a number of City streets. It defines commercial vehicles as those over 26,000 pounds gross weight. City vehicles and those contracted by the City, fuel delivery vehicles and public transit vehicles, School buses and student transportation carriers are exempt. Commercial vehicles making a delivery or pickup on the street, or to a side street that cannot be accessed by any other means, are also exempt.

Many residents of the City have complained about the volume, size and speed of commercial traffic on these streets. The absence of sidewalks in some areas poses potential safety hazards where pedestrians and trucks are attempting to share the road. Some of the complaints also involve the additional structural burden placed on these local roadways by the heavy vehicles. Some complaints pertain to the need to maintain the residential nature of neighborhoods

A truck travel route through Dover, using some local roads, provides a shorter distance, fewer tolls and less chance of being subjected to weigh stations for a number of trucking companies with destinations from Maine to points west and south of the Spaulding Turnpike is currently being utilized. This ordinance change



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:

Ordinance Title:

O – 2008.08.13 - 11

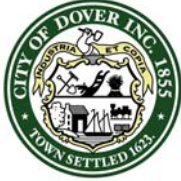
Chapter:

Chapter 166, Vehicles and Traffic

clarifies for trucking firms exactly which roadways are appropriate and legal for through truck trips in the City.

NH RSA 231:191 provides:

“The governing body of a municipality may establish maximum weight limits, seasonal or otherwise, which are more restrictive than the limits set forth in RSA 266:17-26, for any class IV, V, or VI highway or portion of such highway, when the highway agent determines that such highway requires postings to prevent unreasonable damage or extraordinary municipal expense. Such posting shall be in accordance with currently acceptable practices and technology.”



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.2.

Ordinance Number: **O - 2008.08.13 - 12**
Ordinance Title: Henry Law Avenue One Way
Chapter: 166-48: Schedule A

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 166 of the Revised Code of the City of Dover, 1983, entitled Vehicles and Traffic, by adding language to 166-48, Schedule A – One Way Roadways.

2. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by adding language to Section 166-48, “Schedule A – One Way Roadways”, as follows:

a. THE FOLLOWING IS ADDED:

STREET:

HENRY LAW AVENUE

DIRECTION OF TRAVEL:

EASTERLY FROM THE INTERSECTION OF
WASHINGTON STREET TO THE INTERSECTION OF
GEORGE STREET

3. TAKES EFFECT

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

4. RECOMMENDATION

The City Manager recommends | does not recommend that this Ordinance be adopted.

AUTHORIZATION

Approved as to Funding: Daniel Lynch
Finance Director

Sponsored by: Councilor Karen Weston

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.2.

Ordinance Number: **O - 2008.08.13 - 12**
Ordinance Title: Henry Law Avenue One Way
Chapter: 166-48: Schedule A

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Councilor, Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Ordinance does does not pass.		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.2.

Ordinance Number: **O - 2008.08.13 - 12**
Ordinance Title: Henry Law Avenue One Way
Chapter: 166-48: Schedule A

ORDINANCE BACKGROUND MATERIAL:

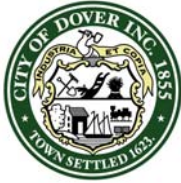
This ordinance revision has been recommended by the Transportation Advisory Commission.

City staff and the TAC hosted public information forums to explain the proposed changes and address concerns. These forums included residents of the Dover Housing Authority (Central Towers) and affected residents/businesses on a portion of Henry Law Avenue and of George, Hanson, and Sonnett Streets.

This proposal changes the travel flow on a segment of Henry Law Avenue alongside Henry Law Park. One way traffic would flow from Washington Street (lower square) to George Street (Riverbend Variety). Two-way traffic would be maintained beyond that point.

The Dover Master Plan Transportation Chapter recommends the change to one-way traffic because of several factors, including:

- 1) Eliminates conflicting traffic movements and one of the five approaches at a major signalized intersection (lower square at Central Avenue/Washington Street) which will extend the current level of efficiency into immediate future.
- 2) Allows for an immediate net increase of 16 parking spaces to serve the needs of users in the vicinity, including the recently opened Children's Museum, the Dover Housing Authority's Central Towers, and the Foster's building which is pending reuse.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.C.2.

Resolution Number: **R -2008.07.23 - 117**

Resolution Re: Creation of Energy Advisory Committee

WHEREAS: In June 2006, the Dover City Council adopted the Cities for Climate Protection Campaign known as "Cool Cities"; and

WHEREAS: There are opportunities for the City of Dover to review energy policies and solutions involving heating, lighting, vehicles and renewable energy with the potential for creating a healthier City while saving taxpayer dollars; and

WHEREAS: The City Council previously created an ad hoc energy committee for a limited duration resulting in an extensive survey and report on energy matters.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Dover Energy Advisory Committee is hereby created. The committee shall consist of seven (7) members for a three (3) year period. Members shall be appointed by the Council. The City Manager shall designate one staff member as a non-voting administration liaison.

The committee shall elect a chair and vice chair and shall establish rules subject to Council approval.

The committee shall serve in an advisory capacity with the following functions:

1. Assist in creating recommendations for an energy conservation policy and procedures to develop energy efficiency and renewable energy projects, to reduce greenhouse gas emissions, and to insulate the City from fluctuations in future energy costs.
2. Collaborate with and advise City boards, commissions and committees involved in similar matters and issues, but only when requested to do so.
3. Appropriate educational outreach

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By Request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.C.2.

Resolution Number: **R -2008.07.23 - 117**

Resolution Re: Creation of Energy Advisory Committee

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.C.2.

Resolution Number: **R -2008.07.23 - 117**

Resolution Re: Creation of Energy Advisory Committee

RESOLUTION BACKGROUND MATERIAL:

The objective of this committee is to reduce greenhouse gas emissions, improve air quality and enhance urban livability and sustainability within the City of Dover. The committee will provide advice.