



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, April 22, 2009**
Meeting Time: **7:00pm**

1. **MOMENT OF SILENCE**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PROCLAMATIONS – None**
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. **RESOLUTION: FISCAL YEAR 2010 BUDGET APPROPRIATIONS, FEES AND CAPITAL IMPROVEMENTS PROGRAM - SCHOOL PORTION**
SPONSORED BY MAYOR MYERS BY REQUEST

8. **CITY MANAGER'S REPORT**

9. **MINUTES**

- A. **April 8, 2009**

10. **MAYOR'S REPORT**

11. **UNFINISHED BUSINESS**

- A. **ORDINANCES IN THE 2nd READING – None**

- B. **RESOLUTIONS**

1. **RESOLUTION: DEBT AUTHORIZATION FOR ENERGY EFFICIENCY PROJECT (REQUIRES A 2/3 MAJORITY VOTE)**
SPONSORED BY MAYOR MYERS BY REQUEST
 2. **RESOLUTION: DEPUTY DIRECTOR OF COMMUNITY SERVICES EMPLOYMENT AGREEMENT WITH DEAN PESCHEL (TO BE REMOVED FROM TABLE)**
SPONSORED BY MAYOR MYERS BY REQUEST



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12. NEW BUSINESS

A. CONSENT CALENDAR

1. **PARADE – Dover Knights of Columbus**
2. **RAFFLE – Breast Cancer 3-Day Walk for The Cure**
3. **RAFFLE – Garrison School**
4. **TAG – Dover Little Green Football, Inc.**
5. **TAG – Great Bay Figure Skating Club (May 22-24, 2009)**
6. **TAG – Great Bay Figure Skating Club (June 5-7, 2009)**

7. **RESOLUTION: B09051 – MUNICIPAL AUDITING SERVICES**
SPONSORED BY MAYOR MYERS BY REQUEST

8. **RESOLUTION: B09056 – WATER DRAIN SUPPLIES**
SPONSORED BY MAYOR MYERS BY REQUEST

9. **RESOLUTION: B09057 – SEWER DRAIN SUPPLIES**
SPONSORED BY MAYOR MYERS BY REQUEST

10. **RESOLUTION: B09061 – ASPHALT TRENCH PATCHING SERVICES**
SPONSORED BY MAYOR MYERS BY REQUEST

11. **RESOLUTION: B09065 – HOT BITUMINOUS PAVING**
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 | 12. Legislative Liaison |
| 6. Cable Franchise Negotiations Committee | 13. Coast Bus |
| 7. School Board Liaison | |

B. RESOLUTIONS

1. **RESOLUTION: AUTHORIZATION FOR CITY MANAGER TO ENTER INTO A CONTRACT WITH JOHNSON CONTROLS**
SPONSORED BY MAYOR MYERS BY REQUEST

2. **RESOLUTION: ACCEPTANCE OF THE ACTION PLAN AND EXPENDITURES FOR THE FISCAL YEAR 2009 CDBG ENTITLEMENT FUNDS (TO BE REFERRED TO A PUBLIC HEARING ON MAY 13, 2009)**
SPONSORED BY MAYOR MYERS BY REQUEST



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3. **RESOLUTION: REPROGRAMMING OF UNEXPENDED BOND PROCEEDS – SAU MCCONNELL CENTER RENOVATIONS PROJECT TO HORNE STREET SCHOOL CIP PROJECT (REQUIRES A 2/3 MAJORITY VOTE) (TO BE REFERRED TO A PUBLIC HEARING ON MAY 13, 2009) SPONSORED BY COUNCILORS CHENEY AND WESTON**
4. **RESOLUTION: REPROGRAMMING OF UNEXPENDED BOND PROCEEDS – BOUCHARD WELL FISCAL YEAR 2007 TO CUMMINGS WELL PROJECT (REQUIRES A 2/3 MAJORITY VOTE) (TO BE REFERRED TO A PUBLIC HEARING ON MAY 13, 2009) SPONSORED BY MAYOR MYERS BY REQUEST**
5. **RESOLUTION: SUPPLEMENTAL CIP APPROPRIATIONS FOR SEWER PROJECTS AND BROADWAY DRAINAGE AND AUTHORIZATION FOR PARTICIPATION IN STATE OF NH CLEAN WATER STATE REVOLVING LOAN FUND (REQUIRES A 2/3 MAJORITY VOTE) (TO BE REFERRED TO A PUBLIC HEARING ON MAY 13, 2009) (VOTE TO OCCUR ON MAY 20, 2009) SPONSORED BY MAYOR MYERS BY REQUEST**

C. ORDINANCES IN 1ST READING

1. **ORDINANCE: CHAPTER 89 – DOGS (TO BE REFERRED TO PUBLIC HEARING ON MAY 13, 2009) SPONSORED BY COUNCILOR CARRIER**

D. COUNCIL CORRESPONDENCE

13. **COUNCIL MATTERS OF INTEREST**
14. **ADJOURN**

CITY MANAGER'S REPORT

April 22, 2009



Submitted by:

J. Michael Joyal, Jr.
City Manager

288 Central Avenue
Dover NH 03820
603.516.6023

GENERAL SUMMARY OF MATTERS OFFICE OF THE CITY ATTORNEY

The use of outside counsel to handle specialty matters continues and consists of counsel involved in environmental matters (Attorney Peltonen), labor negotiations (Attorney Broth and assistant), cable and telecommunications (Attorney Ciandella), and zoning and assessing matters (Attorney Mitchell/Attorney Whitelaw). There are a small number of other attorneys hired on a variety of smaller matters.

SELECTED MATTERS FOR THE MONTH: March 2009

- Assistance to the Arts Commission and Dover Utilities Commission regarding rules and ordinance revision;
- Assistance to the Community Services Department regarding negotiations with landowner for drainage rights;
- Assistance to the Police Department on property damage matter
- Drafting of proposed documents relating to Dover Transportation Center
- Assistance to the City Council; ordinance revisions and resolutions; energy contract; budget preparation; rules revisions;
- Assistance to Schools regarding contract, conflict of interest and RSA 91-A matters;
- Assistance to the Finance Department regarding contract issues; no-fault claims analysis;
- Trials (2) in the Superior Court regarding land use cases;
- Drafting of Land Disposition Agreement for the Waterfront;
- Processing of two (2) RSA 91-A requests;
- Outside legal counsel expense for FY'09 is \$91,378.12 excluding environmental (\$13,594.22) as of 3.31.09

Economic Development Update - March 1, 2009 through April 13, 2009

Retail: Lower end retail and big box stores are experiencing low double digit sales declines. Higher end, high service boutique retailers are experiencing moderate to high double digit sales fall off.

Restaurants: An overall sales decline is being felt with some exceptions due to location (ex. proximity to Children's Museum). Breakfast and lunch sales are moderately affected (convenience helps). Dinner sales at higher end and family restaurants are off significantly. Fast food sales at the lower end are only slightly off.

Hotels/Motels: Sales activity is highly location sensitive, but off markedly with some movement to lower rate locations. Weekend sales fell off a cliff even with discount packages offered.

Services: Financial services, travel, cleaners, cleaning services sales are off precipitously (mid double digits).

Construction: Sales are off a cliff except for projects already contracted and requiring completion. Rehab construction is moderately off and very spotty. Commercial construction is following residential down and is about 18 months behind in the cycle.

Commercial Real Estate Space: A large office space inventory is driving leased space offerings to be at the level of mortgage plus interest payments for 6 months for a signature on a 3 year lease in many cases. Landlords are reducing existing tenant rents to keep tenants' businesses afloat and occupancy stable.

Local Business Retention Contacts:

Real Estate Agents: The major commercial agents contacted all have high inventories, few sales, and expect that commercial real estate is still early in its decline cycle.

Developers/Builders: A lot of rehab of leasable office space, manufacturing, and warehouse space is underway, including the Goss Building, Moore Building, and others. Not a lot of new leases being sold at this time.

Mills: Cocheco Falls Mill: AT&T call center space is still not leased to a new tenant. Other mill space has some prospects as a restaurant on the ground floor opposite the Children's Museum. There is some interest in the underutilized café space with commercial kitchen for a culinary arts curriculum in Dover. Washington Mills: An electronics firm is about to lease 8,000 Sq. Ft. for electronics assembly and distribution.

Downtown: Only 2 retail spaces are open currently, but with several small businesses selling discretionary rather than necessary products and services, some are at risk due to the unavailability of credit. I am working with SEDC and DRED to explore the possibilities to help these businesses, and am also reviewing their business models with them to uncover opportunities for increased revenues and/or reduced expenses.

3. Unemployment:

Dover: Currently at 5.3% and projected to rise to 7.3% by the end of 2010.

U.S.: Currently at 8.5% and projected to rise to 10.1% by the end of 2010.

Outreach/Attraction:

Enterprise Park: One potential user is awaiting a P&S agreement for a two-phase build on lot 11-7 with phase 1 at 15,000 Sq. Ft. and phase 2 adding another 10,000 Sq. Ft. Building and site plans, setbacks, parking and esthetics look OK so far. Land price and site prep costs are potential issues.

Washington Mills: 8,000 Sq. Ft. Lease about to be signed by an electronics assembly company.

A mixed use development incorporating a senior facility, 56 unit housing development, a market, a farm supply store and possible restaurant is underway. So far zoning and density compliance looks good. Permitting process should start with the next Planning Board cycle.

Public Activities:

- NH Recovery Stimulus Package Presentation: Web cast hosted by DBIDA/ City of Dover, Greater Dover Chamber of Commerce, and Dover Main Street for all Dover businesses at the Dover Public Library April 7th from 12:30pm-4:30pm.
- Chamber North Firehouse Open House/ Mixer.
- Federal Savings Bank State of the City Presentation/ Country Club.
- Federal Savings Bank Public/Private Partnership Presentation by W. Arvelo, President of Great Bay Community College.

Networking:

Fifteen quality contacts with top decision makers in Real Estate, Property Development, Insurance, Healthcare, Planning, Engineering, Banking, Regional and State Economic Development, and Credit Acquisition were made so far. Liaison with Economic Development professionals in neighboring municipalities has been established. A close working relationship with the Dover Planning Department is in place. Meetings of the Transportation Committee, Pedestrian Bridge Committee, and Quality of Life Committee are regularly attended. Arrangements for the location of the Farmers Market in Dover are nearing completion with the participation of The Greater Dover Chamber of Commerce, Dover Main Street, Washington Mills, the Dover Housing Authority, The Dover Parks and Recreation Department, the Dover Police Department, and the Seacoast Growers Association..

Submitted By:

Daniel Barufaldi

DBIDA Economic Development Director



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1. MOMENT OF SILENCE

2. PLEDGE OF ALLEGIANCE

Councilor DeDe led the Pledge of Allegiance.

3. ROLL CALL

Present: Mayor Myers, Deputy Mayor Trefethen, Councilors Callaghan, Carrier, Cheney, DeDe, McCusker, Scott and Weston.

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

4. PROCLAMATIONS – None

5. APPROVAL OF AGENDA

Councilor Callaghan asked to remove 12.B.1.

Councilor Scott asked to move 12.A.6. to after the Mayor's Report.

Vote: 7/2; Passed.

Councilor Weston made a motion to approve the Agenda as amended; seconded by Councilor Carrier.

Vote: 8/1. Councilor DeDe was opposed.

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.

Eric Steltzer, 103 Henry Law Avenue, Chairman of Energy Advisory Committee: He informed the Council and the citizens about the local garden and energy fair to be held on April 18, 2009, from 10:00 am to 3:00 pm, in the McConnell Center.

Edward Bleiler, 28 Isaac Lucas Circle: He read a statement into the record.

Harvey J. Lynch, 26B Lincoln Street: He said he was pleased to read that the City Manager found it difficult to do this year's budget. He said the terrible economy should be the #1 concern for the City Council. He asked the City Council not to increase spending.

Jan Nedelka, 169 Dover Point Road: He spoke of the email issue. He said it was infuriating that some City Council members refuse to participate in the system. He said these were the same Councilors who ran for office demanding more accountability and more transparency. He said one of the Councilors said he fears for his own 4th Amendment rights. He said it is called public service. He said if the Councilors want to serve themselves, then they should stay home. He said the Councilor says to trust him, when this is the same Councilor who has been sued in the last year by one of his business partners for swindling him out of his share of the business.



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He said the Councilor's own business partners don't trust him, but the citizens are supposed to trust him that he is going to turn over emails when asked. He said the citizens are told that the Councilors are trying to protect public interests, and he said that was rubbish. He said no one comes to the Citizen's Forum and doesn't give their name. He said Foster's Daily Democrat won't publish an anonymous letter to the editor. He said Councilor Scott's own newspaper, The Dover City News, won't publish an anonymous letter to the editor. He said the word anonymous doesn't appear at the bottom of the Declaration of Independence. He said anonymity in government is a cloak for politicians and cowards. He told the Council to sign the stupid form and use the low cost, efficient government solution for a City email. He told the Council to start doing City business, instead of trying to hide it.

Kirt Schuman, 30 Cushing Street, Executive Director for the Dover Chamber of Commerce: He introduced himself as the new Executive Director. He said the Dover Chamber of Commerce represents over 500 businesses and 15,000 employees in the greater Dover area. He said the Chamber of Commerce is responsible for the Cochecho Arts Festival and Apple Harvest Day. He said in addition they provide networking, education, and advocacy for their members. He said with their move to 550 Central Avenue they will take on a larger role with the Visitor's Center. He said he looks forward to working with the City of Dover to improve the economic vitality of the community.

Donald Medbery, 3 Covered Bridge Lane: He said he supported the gentleman who spoke regarding the emails, and said everything that the gentleman said was gospel. He spoke on the \$2.5 million energy efficiency project. He said it may be another boondoggle for the City. He gave several examples of mistakes by the Council, such as buying fuel in advance and paying twice as much in the long run, and not putting in a new liner in the chimney at the McConnell Center when it was changed over to gas. He said another issue was the 10-year contract with Comcast, which just continued the suffering. He said there were still people without cable, and Comcast had until last November to get them hooked up. He said the Council should take a long hard look before signing the Johnson Controls contract.

Richard Hebbard, 97 Spruce Lane: He said he has asked the City Manager or City Clerk to provide an agenda packet to the citizens at the podium. He said he has noticed that many times the Council will get additional information on the night of the meeting, and he asked that that information be provided to the citizens as well. He said the replay of the meeting hasn't been playing on television. He said he spoke on this a few weeks ago, noting that it was either equipment failure or personnel failure. He said he felt it was personnel failure, and he would like to have it fixed. He referred to Councilor Weston's Resolution, 12.B.3., on renumbering roads. He said all of the "Extension" roads were changed in 2006 by the City Council. He referred to City Manager Joyal's absence. He asked to ask a question with a yes or no answer. He said City Manager Joyal and City Attorney Krans are usually present and participate in these meetings, and he questioned whether or not they are truly part of the meeting. He asked if the people behind him, the audience, are part of the meeting. He requested that from time to time the audience be shown on video. He referred to the Assembly Permit that is posted outside the Council Chambers. He said the permit expired in February 2008. He said there is a possibility



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that if that is not valid, then these meetings are not valid. He thanked Councilor Trefethen for representing Ward 4 constituents regarding PCA, and trying to alleviate that issue.

Mary Hebbard, 97 Spruce Lane: She also thanked Councilor Trefethen. She referred to the Deputy Director position resolution. She said despite all the information on savings for the City that was discussed, a lot of people feel that the City is trying to pad Mr. Peschel's retirement package. She also felt that if the Council does hire Mr. Peschel as the Deputy Director, then the Council should review Community Services Director Doug Steele's contract. She said Mr. Steele was hired to do certain tasks, and if Mr. Peschel is going to assume some of those duties, then the Council should in all fairness look at the Director's contract. She said what the City really needs are people to do the work, and not another supervisor or manager to delegate. She referred to water runoff, comparing a wooded lot and a developed lot. She said the City Attorney stated that Mr. Peschel, who is now the City's Environmental Projects Manager, would state in a court case that the water runoff is the same for a wooded lot and a developed lot. She said if Mr. Peschel really believes that, then he is certainly not the right person for the job.

John Leggett, 128 Dover Point Road: Councilor Scott read a statement written by Mr. Leggett to the City Council.

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

7. PUBLIC HEARINGS

A. RESOLUTION: DEBT AUTHORIZATION FOR ENERGY EFFICIENCY PROJECT (VOTE TO BE TAKEN ON APRIL 22, 2009) SPONSORED BY MAYOR MYERS BY REQUEST

Edward Bleiler, 28 Isaac Lucas Circle: He read a statement into the record.

Eric Steltzer, 103 Henry Law Avenue, Chairman of Energy Advisory Committee: He said this important Resolution was a time for the City of Dover to show its commitment to reducing its energy consumption. He said the energy performance contract has a host of benefits: reduce the City's energy use, reduce the City's energy costs, and reduce the City's emissions. He said the City's first energy contract was very different, because it was done by the City's staff without any consultation with energy experts. He said the contract still protected the City from any faulty installations. He said this time the City has hired a consultant to represent the City, John Rizzo, from ADI, bringing 20+ years of experience and technical knowledge. He said this contract will cost the City \$3.5 million when all the interest is calculated in. He said it will save the City \$260,000 in the first year alone, and using conservative estimates will save the City \$350,000 in year 10. He said the savings more than pay for the bond agreement, and will add a degree of protection against the unpredictable cost of energy in the future. He said the contract will protect the citizens from increased costs of energy and wasteful spending. He said unlike other bonded projects, a bond for energy improvement gives direct dollars back into the City's budget. He said the contract isn't perfect, but in weighing the negatives and positives, he hopes the Council will see that the right decision is to support this Resolution.



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Donald Medbery, 3 Covered Bridge Lane: He questioned the remarks made by and knowledge of Mr. Steltzer. He said he has run a few companies, and he said he was careful about 10 year contracts. He said the savings should be guaranteed. He asked if Mr. Rizzo was the same person who did the study on parking and streets. He agreed that it should have been in the CIP. He said he agreed with the comments of Mr. Leggett, who was a good source for the community. He said this Resolution should be put on the back burner until the City really knows what is going on.

John Scruton, 99 Sixth Street: He referred to Grange meetings where someone would go early to the Grange hall to start a fire to heat the building. He said when the fire went out, there were enough people to keep the building warm. He said when he heard about the energy efficiency project, there was no doubt in his mind that it should happen, whether Johnson Controls or someone else does it. He said the City can save on lighting, but recommended lights that don't glare. He said the City should have some tracking on how the systems are working. He said Johnson Controls was heavy on fossil fuels, and he would like to see costs for geothermal, solar, and wind. He said there should be involvement from the vocational technical schools, with demonstrations to teach others. He said there should be a pie chart for the citizens showing how much money was being spent for weatherization, lighting, and other projects, to give a picture of what is being done.

Jan Nedelka, 169 Dover Point Road: He said he supported this Resolution. He thanked everyone for the time invested in this project. He said it does pay for itself and there are guarantees. He said it was the right thing to do.

Shannon Hill, 31 Hill Street: She said she supports this Resolution. She said these are things that she has done in her personal and business life, and she expects the local government to do them as well.

Elizabeth Goldman, 44 Rutland Street, Member of Energy Advisory Committee: She spoke in favor of this Resolution. She said the contract is guaranteed.

William Garrison, 4 West Concord Street: He said he supported this Resolution. He said any worthwhile investment will cost money up front, but the money will be recouped over a period of time. He spoke of paying points on mortgages in order to get a lower interest rate. He spoke of paying membership dues to BJ's in order to get an ungodly amount of toilet paper at a lower cost. He urged the Council to make a decision that is beneficial to the taxpayers, and to support the Resolution.

Mayor Myers, seeing no one else wishing to speak, closed the Public Hearing.

8. CITY MANAGER'S REPORT

City Manager Joyal gave a Powerpoint display to the Council on his proposed budget for Fiscal Year 2010.



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Mayor Myers made a few general comments. He said the City Manager has based the budget under current law, and he spoke of the Governor's proposed budget for the State to suspend the rooms and meals revenue sharing. He said since then the Governor has recommended to the legislature to put it back in place. He referred to the downshifting of State funding down to the local level and that it is not reflected in the City's budget at this time.

City Manager Joyal said the Council would have to accommodate the adjustments in some way. Mayor Myers referred to Page 5 of the Powerpoint display, the budget adjustments made by the City employees. He said there was no COLA adjustment last year for anyone. In addition, this year there is a complete wage freeze, increased co-pays for insurance, some staff taking pay cuts, and reductions in full-time employees.

Councilor Scott said it was a good presentation.

Councilor DeDe said he wanted to add to Mayor Myers comments regarding the dedication of the City's employees being shown again and again. He said everyone is feeling the pinch, and as a taxpayer he appreciated the work that the employees do.

Councilor Carrier said the presentation was a superb job, and he thanked the City employees.

Councilor Weston said she wasn't shocked by the employees' actions and thanked all of them.

Councilor Cheney said she was impressed with the employees for helping the citizens by doing this.

Deputy Mayor Trefethen thanked employees for answering the call.

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

Vote: 8/0. Councilor McCusker was absent from Council Chambers.

9. MINUTES

A. March 18, 2009

B. March 25, 2009

Deputy Mayor Trefethen moved for the Minutes approval; seconded by Councilor Weston.

Vote: 7/0. Councilors DeDe and McCusker were absent from Council Chambers.

10. MAYOR'S REPORT

Mayor Myers said he has done several ribbon cuttings for the Dover Chamber of Commerce. He said he is pleasantly surprised by the number of businesses opening and growing in Dover. He said the Chamber of Commerce also hosted and raised money with the 2009 Sweep into Margaritaville Sweepstakes Event on March 27th. He said he attended the Highlighter Awards, an awards ceremony hosted by the Recreation Department, recognizing the volunteers in sports organizations. He said Councilor Carrier received the Lifetime of Achievement Award, recognizing all the work he has done. He said 11 mayors met with the Governor, and they spoke of the State's budget and its affect on cities and towns. He said the School will receive an additional \$800,000 from the State. He said in a sense it was pitting the School side of the budget against the City side. He said he didn't feel the legislature would pass the State budget until late June, and the Council may have to pass the City's budget without knowing the final State budget. Councilor Weston asked about a state proposal to raise the room and meals tax from 8% to 8½%.



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Mayor Myers said the Governor's proposal was a ¾% increase, and the entire increase was to stay at the State level.

Deputy Mayor Trefethen moved to accept the Mayor's Report; seconded by Councilor Weston.
Vote: 9/0.

12.A.6. RESOLUTION: B09060 TRAFFIC CONTROL FLAGGING SPONSORED BY MAYOR MYERS BY REQUEST

Deputy Mayor Trefethen moved for its adoption; seconded by Councilor Scott.

Councilor Scott said he asked that this Resolution be moved because he was surprised to see the appropriation of \$324,000, and he didn't remember this amount. He asked where this appropriation is in the budget book.

City Manager Joyal said anywhere there is a maintenance improvement, other than building account #4652, it could be in multiple accounts, such as water, sewer, facilities and grounds, etc. He told Councilor Scott he would find out the answer for him. He said these have variables and tend to be long lists, and asked if Councilor Scott will want this type of detail every time.

Councilor Scott said no, he didn't want it every time. He just couldn't find the total funds for this appropriation this time.

Councilor Cheney asked if it was expected that the City will spend the entire \$53,000.

City Manager Joyal said no, the balance available is \$53,000. He said the City doesn't know the needs during the construction season. He said it wouldn't exceed that amount.

Councilor Callaghan said he would like a list.

Mayor Myers said to list all the accounts would be pages long, and he wouldn't support that.

Councilor McCusker said this information is available. He said there should be more education on reviewing the budget if the Council wants to go through each line item.

City Manager Joyal asked Daniel Lynch, Finance Director, to explain what the numbers are.

Mr. Lynch said in the 2009 Budget Book there was \$62,000 in the water fund on Page 116; \$160,000 in the sewer fund on Page 118; \$99,415 in the general fund on Page 99; and \$2,500 in the arena fund on Page 120.

Deputy Mayor Trefethen said this should have been asked of the City Manager before the meeting.

Councilor Callaghan said the answer was simple, and didn't take a lot of time. He made a motion to show the line items for each Resolution; seconded by Councilor Scott.

Mayor Myers said this was four line items, but others can be numerous. He would not support this motion.

Vote: 3/6; Failed. Councilors Callaghan, Cheney and Scott voted in favor.

Deputy Mayor Trefethen made a motion to move the question; seconded by Councilor Weston.

Vote: 9/0.

Roll Call Vote: 9/0.

11. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING – NONE

B. RESOLUTIONS – NONE



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12. NEW BUSINESS

A. CONSENT CALENDAR

1. **RAFFLE – Castaways Boathouse**
2. **RAFFLE – Dover Children’s House**
3. **RAFFLE & TAG – DHS Softball Boosters**
4. **PARADE – Woodman Institute Museum**
5. **PARADE – The Children’s Museum of New Hampshire**

6. **RESOLUTION: B09060 TRAFFIC CONTROL FLAGGING**
 SPONSORED BY MAYOR MYERS BY REQUEST

Agenda was amended to move this Resolution to after the Mayor’s Report.

7. **RESOLUTION: B09042 2008 INFILTRATION AND INFLOW REDUCTION**
 SPONSORED BY MAYOR MYERS BY REQUEST

8. **RESOLUTION: B09045 SAND AND GRAVEL PRODUCTS**
 SPONSORED BY MAYOR MYERS BY REQUEST

COMMITTEE REPORTS

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Councilor Scott asked to pull 12.A.8.

Councilor DeDe asked to pull the Legislative Liaison Report, because he noticed some corrections, and he placed a new copy before the Councilors.

Mayor Myers asked for a Roll Call Vote on the remaining items of the Consent Calendar.

Roll Call Vote: 9/0.

Deputy Mayor Trefethen moved for the approval of 12.A.8.; seconded by Councilor Scott.

Councilor Scott said he sees the list of prices for different materials. He asked what the City was getting from Severino for the sand and gravel they take out of the gravel pit.

City Manager Joyal said he would have to look that up.

Councilor Scott asked if the City was paying one and half times for its own gravel.

City Manager Joyal said he has explained this every year when this Resolution comes before the Council. He said the City is selling a raw commodity and it’s up to Severino to mine it. He said the Resolution is for material that has been processed.

Roll Call Vote: 6/3; Passed. Councilors Callaghan, Cheney and Scott were opposed.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, April 8, 2009**
Meeting Time: **7:00pm**

Councilor DeDe made a motion to substitute as a whole the Legislative Liaison Report on the Councilors' desks; seconded by Councilor Cheney.

Vote: 9/0.

Councilor DeDe read the report into the record. He said if this passes it would be sent to the newspaper as a letter to the editor.

Councilor Weston asked that it be sent to Foster's Daily Democrat, Dover City News, and the Manchester [sic] Union Leader. She said the Union Leader is read by a lot of people in Concord.

Councilor Scott also suggested The Rochester Times.

Councilor Cheney recommended including The Concord Monitor.

Vote: 8/1; Passed. Councilor Callaghan was opposed.

B. RESOLUTIONS

1. RESOLUTION: PROHIBITION OF DISCRIMINATION SPONSORED BY COUNCILOR CALLAGHAN

This Resolution was removed from the Agenda.

2. RESOLUTION: REQUEST TO REPROGRAM BALANCE OF GARRISON CAPITAL FUNDS (TO BE REFERRED TO PUBLIC HEARING ON MAY 6, 2009) SPONSORED BY MAYOR MYERS BY REQUEST

Deputy Mayor Trefethen moved to refer to a Public Hearing on May, 6, 2009; seconded by Councilor Cheney.

Vote: 8/0. Councilor Scott was absent from Council Chambers.

3. RESOLUTION: RENAMING AND RENUMBERING PORTIONS OF HORNE COURT; SMITH ROAD; SPUR ROAD EXTENSION; TOLEND ROAD EXTENSION; MAST ROAD EXTENSION; BELLAMY ROAD; REDDEN STREET; AND REDDEN STREET EXTENSION (TO BE REFERRED TO PUBLIC HEARING ON MAY 6, 2009) SPONSORED BY COUNCILOR WESTON

Deputy Mayor Trefethen moved to refer to a Public Hearing on May, 6, 2009; seconded by Councilor Weston.

Vote: 8/0. Councilor Scott was absent from Council Chambers.

4. RESOLUTION: NAMING OF ENTRANCE TO MAGLARAS PARK AND SOUTHSIDE LITTLE LEAGUE (TO BE REFERRED TO PUBLIC HEARING ON MAY 6, 2009) SPONSORED BY MAYOR MYERS BY REQUEST

Deputy Mayor Trefethen moved to refer to a Public Hearing on May, 6, 2009; seconded by Councilor DeDe.

Vote: 8/0. Councilor Scott was absent from Council Chambers.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, April 8, 2009**
Meeting Time: **7:00pm**

C. ORDINANCES IN 1ST READING – NONE

D. COUNCIL CORRESPONDENCE

13. COUNCIL MATTERS OF INTEREST

Councilor Carrier questioned why Mr. Peschel's contract was not on the agenda.

Mayor Myers said there was a motion to table it until after the budget. He referred to Robert's Rule of Order #17, Motion to Lay on the Table, and said the resolution should come up at the next opportunity. He said under Robert's Rule #14, Postponing to a Date Certain, a date is allowed at which to bring the resolution before the Council again. He said the motion can come back at any time.

Councilor Carrier said he would like to put it on the agenda with the notation to remove from table. Councilor Cheney said the Council typically tables a Resolution, and does not postpone.

Mayor Myers said he didn't interpret it correctly, and he has since researched it. He said he should have postponed it until a date certain.

Councilor Weston said she watched the replay of the meeting and said it was "after the budget." She said the intent that night was to postpone it until a date certain.

Mayor Myers said the Council can make a motion to appeal his interpretation.

Councilor Cheney said the Councilors are not attorneys. She said the intent was to delay until after the budget.

Councilor Carrier said he was not looking to postpone this resolution until after the budget. He wanted two weeks to have a little more time to make a good sound judgment.

Councilor Scott asked why the Council was rushing this resolution. He said the Council should finish the budget before the Council looks at this.

Councilor McCusker asked if it could go back on the agenda tonight.

Mayor Myers recommended that it be put on the agenda in two weeks.

Deputy Mayor Trefethen said the Robert's Rules of Order investigation shows that for several years the Council has been tabling resolutions incorrectly. In the future the Council knows to table to the next meeting, and to postpone to a date certain.

Councilor Carrier asked if it did come up on the next agenda, if the Council still has the option to vote, table, or postpone. He said he would like to resolve this. He made a motion to put it on the next agenda.

City Attorney Krans asked the Mayor if he could speak. He said there are Council Rules on how the agenda is set. He said the Mayor, City Manager and City Clerk meet and determine what is put on the agenda.

Councilor Carrier withdrew his motion.

14. ADJOURN

Deputy Mayor Trefethen made a motion to adjourn; seconded by Councilor DeDe.

Vote: 9/0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.B.1.

Resolution Number: **R - 2008.03.25 - 51**
Resolution Re: Supplemental CIP Appropriation for Energy Efficiency
Projects and Authorization for Bonding

WHEREAS: On July 23, 2008 the Dover City Council authorized the City to enter into an Energy Saving Performance Contracting arrangement with Johnson Controls, Inc.; and

WHEREAS: The City Council desires to make public improvements for energy efficiency and to finance these improvements with the sale of general obligation bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The following capital projects are appropriated with estimated useful lives in excess of the length indicated:

Description	Appropriation	Life/Years	Department	Fund
Energy Efficiency Projects	1,921,979		10 General Government	General Fund
Energy Efficiency Projects	501,506		10 Sewer Department	Sewer Fund
Total	<u>2,423,485</u>			

AND, FURTHER BE IT RESOLVED;

To meet the appropriations of this resolution there is authorized, under and pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the issuance and sale of general obligation bonds of the City of Dover in a principal amount equal to the total of the appropriations. The full faith and credit of the City is hereby pledged for the principal and interest on said bonds. The bonds are to be signed by the City Manager and countersigned by the Finance Director/City Treasurer, with the Finance Director/ City Treasurer having the discretion of fixing the dates, maturities, denominations, place of payment, interest rate or rates and form, and to provide for the sale of the bonds.

NOTE: This resolution requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after the public hearing.

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 Created by: Finance
Department
Document Posted on: April 17, 2009

2009.03.25_supplemental_appropriation_for_energy_efficiency_projects
Page 1 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.B.1.

Resolution Number: **R - 2008.03.25 - 51**
Resolution Re: Supplemental CIP Appropriation for Energy Efficiency
Projects and Authorization for Bonding

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, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.B.1.

Resolution Number: **R - 2008.03.25 - 51**
Resolution Re: Supplemental CIP Appropriation for Energy Efficiency
Projects and Authorization for Bonding

RESOLUTION BACKGROUND MATERIAL:

On July 23, 2008 the Dover City Council authorized the City to enter into an Energy Saving Performance Contracting arrangement with Johnson Controls, Inc. (JCI). JCI proceeded to conduct a full detailed energy audit for City facilities. On March 18, 2009 JCI presented the energy audit and its related findings to the City Council.

The City Council desires to enter into a performance contract with JCI to make public improvements for energy efficiency based on the energy audit and to finance these improvements with the sale of general obligation bonds.

RATE IMPACTS:

The following table summarizes the impact of this authorization on the Property Tax Rate by year for a period of 3 years, for an average single family home, based on the FY09 assessed value at \$243,446. It is anticipated that the first year impact will be for a half year of interest only.

Impact to Average Single Family Home

	Yr1	Yr2	Yr3
Property Tax	9.66	30.32	29.42

LEGAL DEBT LIMITS:

The following table summarizes the amount of debt outstanding and authorized-unissued, as of January 1, 2009 and this pending authorization, against legal debt limits.

Description	City	School	Water	DBIDA-IP	DBIDA-IB	Exempt	Total
Debt Outstanding	35,612,469	27,408,664	10,763,000	595,000	1,823,436	23,809,786	100,012,355
Authorized - Unissued	4,609,200	3,850,000	1,050,000	0	2,000,000	3,100,000	14,609,200
Total Issued & Unissued	40,221,669	31,258,664	11,813,000	595,000	3,823,436	26,909,786	114,621,555
This Authorization	1,921,979	0	0	0	0	501,506	2,423,485
Grand Total	42,143,648	31,258,664	11,813,000	595,000	3,823,436	27,411,292	117,045,040
Legal Debt Limit	91,808,810	214,220,556	306,029,366	4,000,000	NA	NA	
Unused Capacity	49,665,162	182,961,892	294,216,366	3,405,000			
Percent Unused	54.1%	85.4%	96.1%	85.1%			



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.B.2.

Resolution Number: **R – 2009.03.11 – 35**
Resolution Re: **DEPUTY DIRECTOR OF COMMUNITY SERVICES
EMPLOYMENT AGREEMENT WITH DEAN
PESCHEL**

WHEREAS: Dean Peschel has been appointed as Deputy Director of Community Services of the City of Dover by the City Manager; and

WHEREAS: It is the desire of the City Manager to ensure the commitment and full productivity of the Employee in providing service to the City as Deputy Director of Community Services; and

WHEREAS: Mr. Peschel has agreed to accept employment as the Deputy Director of Community Services of said City subject to certain terms and conditions intended to be memorialized in an Employment Agreement; and

WHEREAS: In accordance with the Merit Plan, Dover City Charter and Laws of the State of New Hampshire, compensation, benefits, and other working conditions for the employment of Mr. Peschel may be established in the form of an Employment Agreement; and

WHEREAS: No additional appropriations beyond those presented in the annual budgets and subsequently adopted by the City Council are necessary for funding the costs associated with such an Employment Agreement.

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

The City Manager is hereby authorized to enter into the attached Employment Agreement.

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.B.2.

Resolution Number: **R – 2009.03.11 – 35**
Resolution Re: DEPUTY DIRECTOR OF COMMUNITY SERVICES
EMPLOYMENT AGREEMENT WITH DEAN
PESCHEL

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, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.B.2.

Resolution Number: **R – 2009.03.11 – 35**
Resolution Re: DEPUTY DIRECTOR OF COMMUNITY SERVICES
EMPLOYMENT AGREEMENT WITH DEAN
PESCHEL

RESOLUTION BACKGROUND MATERIAL:

This resolution shall ratify the employment agreement related to the employment of Dean Peschel as the Deputy Director of Community Services of the City of Dover. This agreement outlines wages, benefits and other conditions of employment and is as follows:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.B.2.

Resolution Number: **R – 2009.03.11 – 35**
Resolution Re: **DEPUTY DIRECTOR OF COMMUNITY SERVICES
EMPLOYMENT AGREEMENT WITH DEAN
PESCHEL**

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF DOVER, NH AND DEAN PESCHEL

This Agreement made and entered into this ____ day of _____, 2009 by and between the CITY OF DOVER, a municipal corporation within the County of Strafford and the State of New Hampshire (hereinafter called the “CITY”), as party of the first part and DEAN PESCHEL., of the Town of York, County of York, and State of Maine (hereinafter called “EMPLOYEE”), as party of the second part;

WITNESETH:

WHEREAS, the City desires to employ the services of the Employee as Deputy Director of Community Services of the City of Dover.

WHEREAS, it is the desire of the City Manager, in accordance with the Dover City Charter and the Laws of the State of New Hampshire, to establish compensation, benefits, and other working conditions for the employment of the Employee; and

WHEREAS, it is the desire of the City Manager to ensure the commitment and full productivity of the Employee in providing service to the City as Deputy Director of Community Services; and

WHEREAS, it is the desire of the City Manager to provide inducement for the Employee to remain in service to the City while also ensuring a just means for the termination of employment at such time as may be required; and

WHEREAS, Employee agrees to accept employment as Deputy Director of Community Services of said City.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

SECTION 1 – DUTIES AND AUTHORITY OF THE DIRECTOR OF COMMUNITY SERVICES

City hereby agrees to employ DEAN PESCHEL as Deputy Director of Community Services of said City. Employee accepts such employment and agrees to perform the functions and duties specified in the City Ordinances, and the Laws of the State of New Hampshire, and to perform such other legally permissible and proper duties, and reasonable functions as the Director of Community Services shall from time-to-time assign.

SECTION 2 – TERM

Document Created by: Legal
Document Posted on: April 17, 2009

R-2009.03.11 Deputy Director of Community Services
Employment Agreement
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CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.B.2.

Resolution Number: **R – 2009.03.11 – 35**
Resolution Re: **DEPUTY DIRECTOR OF COMMUNITY SERVICES
EMPLOYMENT AGREEMENT WITH DEAN
PESCHEL**

This Agreement shall remain in full force and effect from _____ until employment is terminated by the City or Employee as provided in Section 3 of this Agreement. Solely for the purposes of merit review and benefit eligibility, Employee's anniversary date of employment with the City shall remain as February 27, 1989.

SECTION 3 – TERMINATION OF EMPLOYMENT AND SEVERANCE

- A. The Director of Community Services, at any time, may terminate the employment of the Employee for cause after thirty (30) days written notice of the basis for the termination.
- B. In the event the Employee is terminated by the Director of Community Services with cause, the City agrees that it shall pay to the Employee all unused, accrued vacation leave said amount to be paid to the Employee on or before the effective date of termination of his employment.
- C. In the event the City in any fiscal year intentionally reduces the base salary, compensation or any other financial benefit of the Employee in a percentage greater than is applied in an across the board reduction in the same fiscal year applicable to all other employees of the City, or in the event that the City refuses, following a thirty (30) day period after receipt of written notice delivered to the City Manager, to comply with any of the financial provisions benefiting the Employee set forth herein, or if the City abolishes the position of Deputy Director of Community Services without establishment of the position under a different title with substantially similar duties and responsibilities or similar action, the Employee may, at his option, deem himself to have been terminated without cause as of the date of such reduction or refusal to comply with the provision herein claimed to have been violated.
- D. In the event the Employee is terminated without cause, the City agrees that it shall pay to the Employee all unused, accrued vacation leave, together with a lump sum severance payment equal to one (1) month aggregate salary for each year of completed service as Deputy Director of Community Services, not to exceed six (6) months total, said amount to be paid to the Employee on or before the effective date of termination of his employment.
- E. In the event the Employee voluntarily resigns his position with the City, the Employee shall give the City thirty (30) days written notice in advance, unless the parties agree otherwise. Such notice of resignation shall be directed to the Director of Community Services. If the Employee voluntarily resigns, he shall not be entitled to salary after the date of resignation or to the severance benefits specified in this Section except he shall be paid for all unused, accrued vacation leave not to exceed thirty (30) days.

SECTION 4 – SALARY

- A. The City agrees to pay the Employee for services rendered under this Agreement, an annual base salary of \$83,320, subject to applicable withholdings and deductions, payable in installments at the same time as other employees in the City are paid.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.B.2.

Resolution Number: **R – 2009.03.11 – 35**
Resolution Re: **DEPUTY DIRECTOR OF COMMUNITY SERVICES
EMPLOYMENT AGREEMENT WITH DEAN
PESCHEL**

- B. Effective the first full pay period following Employee's anniversary date and each year thereafter, the City agrees the Employee shall be eligible for a merit increase following completion of an evaluation of his performance as specified by Section 5 of this Agreement. Such increase is only to be applied to the Employee's base salary up to the maximum amount specified in the Class and Pay Plans attached to the City's Merit Plan. The amount of any merit increase shall be determined by the Director of Community Services at his sole discretion, but shall not be more than 5% per annum subject to a satisfactory performance review.

SECTION 5 – DEPUTY DIRECTOR OF COMMUNITY SERVICES PERFORMANCE EVALUATION

- A. The Director of Community Services shall review and evaluate the Employee's performance as Deputy Director of Community Services at least once every year, provided, at a minimum, one performance evaluation occurs within forty-five (45) days of the Employee's anniversary date each year. Said review and evaluation shall be based on the goals and objectives developed by the Director of Community Services and the Employee in accordance with paragraph B of this Section. Upon completing the evaluation, the Director of Community Services shall provide the Employee with a written copy of his remarks. There shall be an adequate opportunity for the Employee to discuss the evaluation with the Director of Community Services.
- B. Annually during the month of July, or such other month as may be mutually agreed upon, the Director of Community Services and the Employee shall define goals and objectives which they determine necessary for the proper operation of the City and the attainment of the Director of Community Services policy objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the City and the events that have occurred during the year.

SECTION 6 – HOURS OF WORK

- A. The Employee will devote full time and attention to the business of the City and will not engage in any other business during office hours, except with the approval of the Director of Community Services.
- B. It is recognized that the Employee must devote a great deal of time outside the normal office hours to the business of the City, and to that end the Employee will be allowed to have flexibility in scheduling his time.

SECTION 7 – PAID LEAVE AND HOLIDAYS

- A. The Employee shall accrue twenty (20) days paid vacation leave per year which shall be awarded annually on the Employee's anniversary date. To limit excessive accruals, up to twenty (20) days of accrued unused vacation leave may be carried over from year to year. All annual leave and grandfathered sick leave accruals accumulated prior to appointment as Deputy Director of



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.B.2.

Resolution Number: **R – 2009.03.11 – 35**
Resolution Re: **DEPUTY DIRECTOR OF COMMUNITY SERVICES
EMPLOYMENT AGREEMENT WITH DEAN
PESCHEL**

Community Services are eliminated as a result of this agreement.

- B. The Employee will be eligible for ten (10) sick days per fiscal year prorated in the first year from the Employee's anniversary date to the end of the fiscal year. Sick days are only available to be utilized in the fiscal year awarded and shall not accrue or otherwise accumulate from year to year.
- C. The Employee shall be responsible for accurately recording leave usage which shall be verified and approved by the Director of Community Services.
- D. The Employee is entitled to time off for the holidays currently recognized by the City on the day they are observed.

SECTION 8 – INSURANCE BENEFITS

Insurance benefits, including health, dental, life and disability insurances provided to City employees as part of its Flexible Benefits Program will be made available to the Employee and paid by the City excepting the Employee shall pay twenty percent (20%) and the City will pay eighty percent (80%) of the applicable premiums for the Employee's chosen health insurance plan and, further, the City shall pay an amount upto and not exceeding the cost for two (2) person base dental coverage with Employee paying the difference for any higher cost plan and/or coverage levels. The Employee health contribution may be subject to change as applicable to other City Employees. The employee shall receive a buy back for health and/or dental insurance coverages not selected equal to forty percent (40%) of the City's avoided costs provided Employee presents evidence of satisfactory coverage from another source.

SECTION 9 – RETIREMENT BENEFITS

- A. The Employee shall be allowed to continue participation in the NH Retirement System per the requirements established by State of New Hampshire Retirement System.
- B. The Employee may enroll in the City's 457 Deferred Compensation Plan.
- C. The Employee shall remain eligible for the group retiree health benefit he was afforded in his prior position with the City. Upon his retirement with at least twenty (20) years employment with the City, the City shall provide at no cost to the Employee, the group health insurance benefit plan available to City employees. In the event no group health insurance is available to City employees, the City's sole obligation is to tender to the Employee an amount equal to the premium paid by the City when coverage was available.

SECTION 10 – CITY BUSINESS RELATED EXPENSES

- A. The Employee shall be reimbursed for all reasonable business-related expenses incurred in the performance of his duties as approved by the Director of Community Services



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.B.2.

Resolution Number: **R – 2009.03.11 – 35**
Resolution Re: **DEPUTY DIRECTOR OF COMMUNITY SERVICES
EMPLOYMENT AGREEMENT WITH DEAN
PESCHEL**

SECTION 11 – PROFESSIONAL DEVELOPMENT

- A. The City shall pay for the Employee's individual membership dues and assessments by the New England Water Environment Association and the American Public Works Association.
- B. The City agrees to purchase subscriptions, books, training materials, course tuition and other professional association memberships for the Employee dependent upon budget availability.

SECTION 12 – INDEMNIFICATION/THIRD PARTY CLAIMS

- A. The City agrees to indemnify and hold harmless the Employee from any and all losses, including Employee's reasonable attorney's fees and other expenses of defense, in connection with any claim, demand, action, or suit, or judgment arising out of any act or omission of the Employee if at the time of the act or omission, the Employee was acting within the scope of his employment and without malice or bad faith.
- B. The City agrees to provide liability coverage for the Employee against third party claims through the City's public employee insurance coverage.

SECTION 13 – BONDING

The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 14 – OTHER TERMS AND CONDITIONS

The City Manager may fix such other reasonable terms and conditions of employment, as he/she may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Merit Plan, the City Charter, or any other Federal or State law.

SECTION 15 – SEVERABILITY

If any provisions, or provision thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

SECTION 16 – MERGER

The text of this written Agreement and any amendments approved and executed by the City Manager and the Employee constitute the entire understanding between the parties with respect to the employment of DEAN PESCHEL as the Deputy Director of Community Services of the City of Dover.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.B.2.

Resolution Number: **R – 2009.03.11 – 35**
Resolution Re: **DEPUTY DIRECTOR OF COMMUNITY SERVICES
EMPLOYMENT AGREEMENT WITH DEAN
PESCHEL**

SECTION 17 – NOTICES

Notices pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City: The City Manager
City of Dover, NH
288 Central Avenue
Dover, NH 03820

Employee: DEAN PESCHEL, Deputy Director of Community Services
City of Dover, NH
288 Central Avenue
Dover, NH 03820

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 18 – GENERAL PROVISIONS

- A. This Agreement shall be binding upon the City and Employee, as well as their heirs, assigns, executors, personal representatives and successors in interest.
- B. This Agreement shall become effective upon execution.

IN WITNESS WHEREOF, the City of Dover has caused this Agreement to be signed and executed in its behalf by the City Manager, and the Employee has signed and executed this Agreement, all in duplicate, as of the day and year first above written.

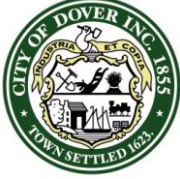
Dated: _____

CITY OF DOVER, NEW HAMPSHIRE

By: _____
City Manager, J. Michael Joyal, Jr.

EMPLOYEE

By: _____
Dean Peschel

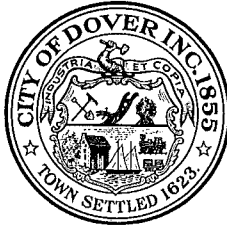


CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 11.B.2.

Resolution Number: **R – 2009.03.11 – 35**
Resolution Re: DEPUTY DIRECTOR OF COMMUNITY SERVICES
EMPLOYMENT AGREEMENT WITH DEAN
PESCHEL



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: DOVER KNIGHTS OF COLUMBUS COUNCIL #807 OUR LADY OF THE ROSARY
Federal Tax ID number for Organization: _____

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

Contact Person: PAUL K. McMANUS Day Time Telephone: (603) 742-3748

Address: 5 ARROWBROOK Rd, DOVER Email Address SUNFERBUZZ@comcast.NET

Purpose of Permit: TO HOLD A SIDE-WALK MAY PROCESSION FOR OUR LADY OF FATIMA

Date of Event: MAY 17, 2009 Specific Time: 2:45 PM - 4:45 PM.

Location of Event: LEAVE ST. CHARLES CHURCH - TO - ST. GEORGE'S, CHURCH - TO - ST MARY'S CHURCH

↳ BACK TO ST. CHARLES

(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

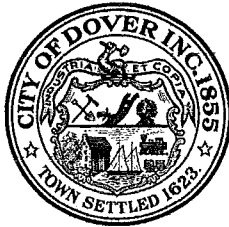
***NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT

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: Paul K. McManus Date: 4/01/09

Licensing Board approval: (Signature) Date: 4/2/09
Revised 03/17/08

OK
W
[Signature]



**APPLICATION
CITY OF DOVER, NEW HAMPSHIRE**

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

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

Organization Name: The Breast Cancer 3-day benefiting Susan G. Komen for The Cure

Federal Tax ID number for Organization: 23-7825575

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

Contact Person: Kathleen Allen Day Time Telephone: 743-3238

Address: 43 Old Rochester Rd Email Address: allenpk3@comcast.net

Purpose of Permit: to raise the funds necessary to participate in walk

Date of Event: The Walk's 7/24-7/26 Specific Time: begins Fri 7/24 6AM end 7/26 4PM

Location of Event: Boston

(Raffle Permit only)
Prize (s) To Be Awarded: Multiple prizes include goods and services from area business

Amount of Donation: \$5 each 5 for \$20 Date of Drawing: June 18, 2009 Specific Time: 8PM

Place of Drawing: The Loft at Stratford Farms Restaurant, Dover NH

* 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

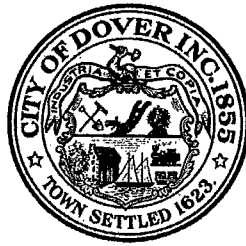
***NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT

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: Kathleen Allen Date: 4/1/09

Licensing Board approval [Signature] Date: 4/2/09
Revised 03/17/08

[Handwritten signature]



RECEIVED
DOVER CITY CLERK
OFFICE

2009 APR -7 P 1:39

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: Garrison School
Federal Tax ID number for Organization: 02-0452247
Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political

Contact Person: Paul Haas Day Time Telephone: 743-3809

Address: 401 Old Garrison Rd Email Address paul.haas@comcast.net

Purpose of Permit: Raffle - Fundraising

Date of Event: _____ Specific Time: _____

Location of Event: _____

(Raffle Permit only)
Prize (s) To Be Awarded: 50/50 cash
Amount of Donation: 50/50 Date of Drawing: May 10th 2009 Specific Time: 3:30 p.m.
Place of Drawing: Garrison School

* 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

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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: [Signature] Date: 4.7.09

Licensing Board approval [Signature] Date: 4/12/09
Revised 03/17/08

OK
W. [Signature]

Simons, William

From: Root, Karen [K.Root@dover.k12.nh.us]
Sent: Friday, April 10, 2009 2:55 PM
To: Simons, William
Cc: Haas, Paul
Subject: Raffle Permit

Good Afternoon Bill,
I have been talking with Paul Haas regarding the raffle permit. I just want you to know that it is ok for the permit to be filed under Garrison School. If you have any questions, please give us a call.
Enjoy your weekend,
Karen

Karen Root
Garrison School
Admin. Asst.
516-6752
fax 516-6742

4/13/2009



APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

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

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

Organization Name: Dover Little Green Football Inc.
Federal Tax ID number for Organization: 20-418-2629
Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political
Contact Person: David Akridge Day Time Telephone: 603-781-4453
Address: 38 Watson Rd Email Address: DAKridgeoh@aol.com

Purpose of Permit: Tagging
Date of Event: Aug 21st + 22nd Specific Time: Aug 21 - 4-8pm August 22 8AM - 1:00 PM

Location of Event: Various location with consent of the business

(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: [Signature] Date: 4/6/09

Licensing Board approval: [Signature] Date: 4/6/09
Revised 03/17/08

[Handwritten signature]



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: Great Bay Figure Skating Club
Federal Tax ID number for Organization: 23-7430844
Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political

Contact Person: Coeli Hoover Day Time Telephone: 603-781-5677

Address: 110 Portland Ave Dover Email Address: coelih@yahoo.com

Purpose of Permit: Raise funds to meet program costs.

Date of Event: May 22-24, 2009 Specific Time: As allowed by host businesses

Location of Event: Businesses in Dover where we have obtained permission.

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.

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

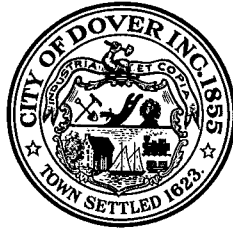
***NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT

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: Coeli Hoover Date: 7 April 09

Licensing Board approval [Signature] Date: 4/12/09 Revised 03/17/08

Donations are NOT TAX Deductible OK W Hoover



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: Great Bay Figure Skating Club

Federal Tax ID number for Organization: 23-7430844

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

Contact Person: Coeli Hoover Day Time Telephone: 603-781-5677

Address: 110 Portland Ave Dover Email Address coelih@yahoo.com

Purpose of Permit: To raise funds to meet program costs

Date of Event: June 5-7 2009 Specific Time: As allowed by businesses.

Location of Event: Businesses in Dover where we have obtained permission.

(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: Coeli Hoover Date: 9 April 09

Licensing Board approval [Signature] Date: 4/13/09

Revised 03/17/08

DONATIONS ARE NOT TAX Deductible OK W/ [Signature]



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.7.

Resolution Number: **R - 2009.04.22 - 52**

Resolution Re: B09051 Municipal Auditing Services

WHEREAS: Sealed Proposal # B09051 was requested and received for Municipal Auditing Services on March 25, 2009 @ 2:00pm. The request for proposal requested qualifications, availability and pricing structures for a term of three years beginning with fiscal year ending June 30, 2009 as well as an option to extend two additional one year terms; and

WHEREAS: Proposals were submitted from three vendors with varying rates for the five year period; and

WHEREAS: The proposal deemed most advantageous to the City of Dover was submitted by Macdonald Page & Company LLC of So Portland ME in the amount of \$55,000.00 per year for each of five years.

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 Macdonald Page & Company LLC of So Portland ME for Municipal Auditing Services as outlined in RFP B09051 for year (1) one of a (3) three year period given the bid amount of \$55,000.00. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
see background	Auditing Service		

AND, FURTHER BE IT RESOLVED THAT;

The Purchasing Agent is hereby authorized to issue a Purchase Order to Macdonald Page & Company, LLC of So. Portland ME for Municipal Auditing Services as outlined in RFP B09051 for the remaining subsequent years given the bid amount of \$55,000.00 for each year. The amount of this authorization shall be limited so as not to exceed available finding.

At the end of the three (3) years, the City Manager is authorized to renew at \$55,000.00 each year for two (2) additional one year extensions contingent on satisfactory performance and funding availability.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.7.

Resolution Number: **R - 2009.04.22 - 52**
Resolution Re: B09051 Municipal Auditing Services

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, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.7.

Resolution Number: **R - 2009.04.22 - 52**

Resolution Re: B09051 Municipal Auditing Services

RESOLUTION BACKGROUND MATERIAL:

Requests for Proposals #B09051 were solicited and received on March 25, 2009 @ 2:00 pm. Proposal evaluations were conducted by Dover Finance Director, Senior Accountant and Purchasing Agent and based on mandatory elements of RFP #B09051 including, but not limited to, Professional Experience, Technical qualifications and fees and scored as follows.

	Finance Director	Senior Accountant	Purchasing Agent	Total Points
Melanson Heath & Company	90	95	95	280
McDonald Page & Company	89	83	91	263
Vachon, Clukay & Company	85	84	92	261

Although Melanson Heath & Co. ranked highest (first) and identified a complete change of staff to conduct and oversee the audit engagement, management of the city understood the City council wished to have a new firm conduct the city's annual audit. Therefore, the response deemed most advantageous was submitted by Macdonald Page & Company LLC for a three year contract with option to extend two additional one year terms.

Award Information:

A purchase order will be issued to the vendor selected to authorize future expenditures.

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	16	Number of Responses:	3 bids and 4 NB
Warranty:	Na	Terms:	Net 30, FOB Dover
Work Bonded:	Na	Contract:	yes
Prices will hold for:	5 one year terms	Estimated Delivery:	June 2009
Recommended Award to:	Macdonald Page & Company LLC	Fund:	Various
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.A.7.

Resolution Number: **R - 2009.04.22 - 52**
Resolution Re: B09051 Municipal Auditing Services

Audit Fees 2010 Anticipated Appropriations

City Accounts			BUDGET
1000	General Fund	1000-41110-4335-0000-00-10	14,541
1000	General Fund - Arena	1000-45149-4335-0000-00-35	-
2100	CDBG - Entitlement	2100-46311-4335-6311-10-18	4,367
3213	Parking Activity Fund	3213-42130-4335-0000-00-21	764
3320	Residential Solid Waste	3320-43230-4335-0000-00-30	955
3381	McConnell Center	3381-41941-4335-0000-00-35	179
3410	Recreation Programs	3410-45120-4335-0000-00-35	97
5300	Water	5300-43320-4335-0000-00-30	2,300
5320	Sewer	5320-43250-4335-0000-00-30	2,967
6800	Workers Comp	6800-49200-4335-9100-00-55	782
			<hr/>
			26,952
Grants & Other			
2210	Drug Education & Enforcement	2100-46311-4335-6311-10-18	906
2220	Dover Housing Authority - Policing	2220-42120-4335-2305-10-21	24
2290	Emergency Management	2290-42220-4335-2232-10-22	837
3207	Public Safety Special Details	3207-42160-4335-0000-00-21	37
3455	Library Fines	3455-45500-4335-0000-00-39	298
	Dover Business & Industrial		
5650	Develop.	5650-46520-4335-0000-00-45	688
6100	Dover Net Fund	6100-49200-4335-9100-00-55	407
6110	Central Stores	6100-49200-4335-0000-00-55	163
6310	Fleet Maintenance	6310-49200-4335-0000-00-55	276
8000	Trust Funds	8000-41991-4335-0000-00-19	330
			<hr/>
			3,966
School			
1000	General Fund	1000-46900-4335-0000-00-60	12,865
2800	Cafeteria Fund	2800-46900-4335-0000-00-60	4,452
2820	Federal Grants	2820-46900-4335-0000-00-60	4,803
2900	Special Programs & Grants	2900-46900-4335-0000-00-60	135
3810	Tuition Programs	3810-46900-4335-0000-00-60	84
3825	Alternative Education Fund	3825-46900-4335-0000-00-60	200
3830	Facilities Funds	3830-46900-4335-0000-00-60	28
7695	Activity Funds	7695-0000-4335-7101-00-60	1,515
			<hr/>
			24,082
Total			<hr/> <hr/>
			55,000



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.7.

Resolution Number: **R - 2009.04.22 - 52**

Resolution Re: B09051 Municipal Auditing Services

Vendor Solicitation List:

Melanson, Heath & Co.
Scott McIntire
102 Perimeter Rd
Nashua, NH 03063-1974

Mason & Rich, PA
Six Bicentennial Square
Concord, NH 03301

Plodzik & Sanderson
193 N. Main Street
Concord, NH 03301

Vachon, Clukay & Company
45 Market Street
Manchester, NH 03101

Baker, Newman & Noyes, LLC
650 Elm Street Suite 302
Manchester, NH 03860

Leone, McDonnell & Roberts PA
645 South Main Street
Wolfeboro, NH 03894

Deloitte & Touche LLP
200 Berkely Street
Suite 1
Boston, MA 02116

Macdonald, Page, Schatz,
Fletcher & Co, LLC
30 Long Creek Drive
South Portland, ME 04106

Price Waterhouse Coopers
125 High Street
Boston, MA 02110

Runyon, Kersteen & Ouellette
(RKO)
Certified Public Accountants
20 Long Creek Drive
South Portland, ME 04106

KPMG
99 High Street
Boston, MA 02110-2371

Ernst & Young
200 Clarendon Street
Boston, MA 02116

James A. George, PC
Professional Business Consulting
20 Park Plaza, Ste 833
Boston, MA 02116

Jeffrey Graham CPA
Graham and Graham
6 Main St
Springfield VT 05156

Stephen Grzelak
Grzelak & Company
PO Box 8
Laconia NH 03247

Urback, Hacker & Young
Carl Jenkins
53 State St
Boston MA 02109



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.7.

Resolution Number: **R - 2009.04.22 - 52**

Resolution Re: B09051 Municipal Auditing Services

B09051 Results

Vendors Solicited	Response	Meet Mandatory Elements	Meet Technical Qualification	Price	
Vachon, Clukay & Company PC 45 Market St Manchester NH 03101	Yes	Yes	Yes	Based on estimate of 425 hours Yr1 @\$47,000 Yr2 @\$49,350 Yr3 @\$51,818 * Yr4 @\$54,640 * Yr5 @\$57,128 * * Plus any amount CPI Boston exceeding the % increase from Prior year	Total for five years \$259,936.00 plus CPI exposure Average Cost Per Hr \$611.62
Melanson Heath & Company PC 102 Perimeter Rd Nashua NH 03063	Yes	Yes	Yes	Based on estimate of 545 hours Yr1 @\$54,000 Yr2 @\$54,000 Yr3 @\$56,000 Yr4 @\$57,500 Yr5 @\$59,000	Total for five years \$280,500.00 Average Cost Per Hr \$514.68
Macdonald Page & Company LLC 30 Long Creek Dr So Portland ME 04106	Yes	Yes	Yes	Based on estimate of 472 hours Yr1 @\$55,000 Yr2 @\$55,000 Yr3 @\$55,000 Yr4 @\$55,000 Yr5 @\$55,000	Total for five years \$275,000.00 Average Cost Per Hr \$582.63
Mason & Rich 6 Bicentennial Sq Concord NH 03301	No Bid				
KPMG LLP 99 High St Boston MA 02110	No Bid				
Plodzic & Sanderson 193 N. Main Street Concord, NH 03301	No				



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.7.

Resolution Number: **R - 2009.04.22 - 52**

Resolution Re: B09051 Municipal Auditing Services

Baker, Newman & Noyes, LLC 650 Elm Street Suite 302 Manchester, NH 03860	No				
Leone, McDonnell & Roberts PA 645 South Main Street Wolfeboro, NH 03894	No				
Deloitte & Touche LLP 200 Berkely Street Suite 1 Boston, MA 02116	No				
Price Waterhouse Coopers 125 High Street Boston, MA 02110	No				
Runyon, Kersteen & Ouellette (RKO) Certified Public Accountants 20 Long Creek Drive South Portland, ME 04106	No Bid				
Ernst & Young 200 Clarendon Street Boston, MA 02116	No Bid				
James A. George, PC Professional Business Consulting 20 Park Plaza, Ste 833 Boston, MA 02116	No				
Jeffrey Graham CPA Graham and Graham 6 Main St Springfield VT 05156	No				
Stephen Grzelak Grzelak & Company PO Box 8 Laconia NH 03247	No				
Urback, Hacker & Young Carl Jenkins 53 State St Boston MA 02109	No				



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.8.

Resolution Number: **R - 2009.04.22 - 53**
Resolution Re: **Water Drain Supplies B09056**

WHEREAS: Sealed bids # B09056 were requested and received for Water Drain Supplies on March 31, 2009 at 2:00 PM EST.; and

WHEREAS: Rates will hold for one year unless noted by responding vendor and vendors providing low bid on the supply will be utilized, as needed, depending upon their different types of product; and

WHEREAS: The bids meeting specifications were submitted for 678 different types of products with varying rates from several vendors, as listed in back ground section.

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 various vendors identified in back ground section, as needed, given the rates provided 3/31/09. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
see background	Maintenance Supply other than Bldg	Various	

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:

Document Created by: Purchasing
Document Posted on: April 17, 2009

Water Drain Supplies
Page 1 of 5



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.8.

Resolution Number: **R - 2009.04.22 - 53**
Resolution Re: **Water Drain Supplies B09056**

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.8.

Resolution Number: **R - 2009.04.22 - 53**
Resolution Re: **Water Drain Supplies B09056**

RESOLUTION BACKGROUND MATERIAL:

The bids were submitted in varying amounts for different products by the following vendors:

Hydraflo Inc	Beaumont TX
Ti-Sales	Sudbury MA
EJ Prescott	Concord NH
HR Prescott	West Boylston MA
John Hoadly & Sons	Rockland MA
Ferguson Water Works	Raymond NH
Stiles Company	Norwood MA
J&S Valve	Huffman TX

THE FOLLOWING TABLE IS A SUMMARY OF LAST YRS EXPENSE AND ACCOUNTS USED. THESE MAY NOT BE SAME ACCOUNTS TO BE USED FOR THIS YEAR AS NEED IS UNKNOWN.

spent last yr	account used	dept-description	appropriation	Balance as of 4/15/09
3,944.65	1000-43121-4652-0000-00-30	Streets maint supplies	60,000	7,961.59
1,898.06	4008-43121-4751-3121-08-30	CIP Street Improvement	2,000,000	468,406.57
56,186.32	5300-43320-4652-0000-00-30	Water maint Supplies	FY2010 anticipated 62,000	
4,350.99	5300-43320-4653-0000-00-30	Water Equipment supplies	FY2010 anticipated \$10,000	
2,440.08	5300-43320-4757-3546-10-30	CIP Water Main Replacement Tolend-Watson Rd	100,000	6,693.72
68,820.10				

Bid Information:

Sealed bids # B09056 were requested and received for Water Drain Supplies on March 31, 2009 at 2:00 PM EST

Award Information:

Blanket purchase orders will be issued to various vendors' at lowest rates submitted on Bid #B09056 to authorize future expenditures.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.8.

Resolution Number: **R - 2009.04.22 - 53**
Resolution Re: **Water Drain Supplies B09056**

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	30	Number of Responses:	8 and 2 NB
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	no
Prices will hold for:	1 yr unless otherwise noted by vendor	Estimated Delivery:	As needed
Recommended Award to:	Various	Fund:	various
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

Vendor Solicitation List:

Water Works Supplies
Po box 710
Londonderry NH 03053

Ferguson Waterworks
One Chester Road
Raymond, NH 03077

Public Works Supply Co.
635 S. Main St
Franklin NH 03235

H.R. Prescott & Sons
165 Hartwell Street
West Boylston MA 01583

Waste, Inc.
32 Industrial Park Drive
Concord NH 03301

E. J. Prescott, Inc.
210 Sheep Davis Road
Concord NH 03301

NE Positioning Systems
58 Chennell Dr
Concord NH 03301

Ti-Sales
36 Hudson Road Rte27
Sudbury MA 01776

Bay State Water Works Supply
PO Box 2276
Littleton MA 01460

Hydroflo, Inc.
1030 Milan Street
Beaumont TX 77701

John Hoadley & Sons
672 Union Street
Rockland MA 02370

Vellano Brothers
309 State Route 27
Raymond NH 03077-2020



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.8.

Resolution Number: **R - 2009.04.22 - 53**
Resolution Re: **Water Drain Supplies B09056**

National Waterworks
55 Ayer Road
Littleton, MA 01460

New York Castings
PO Box 1058
NY, NY 10156

Tenco New England, Inc.
450 N. Main Street
Barre, VT 05641

Brett Johnson
Clow Valve Company
125 Main St Unit 61
Newmarket NH 03857

Isco Industries
18 Brunnell Ave
Brookfield MA 01506

Ferguson Water Works
429 Troy Ave
Colchester VT 05446

Stiles Co. Inc.
922 Pleasant Street
Norwood, MA 02062

Manhole Systems Inc
1780B Stoney Hill Dr
Hudson OH 44236

Women Waterworks
29 Mt Vernon Street
Fitchburg, MA 01420

Concord Winwater
12 Sandquist Street
Concord, NH 03301

Water Specialities Co., Inc.
8 Industrial Park Drive, Unit 13
Hooksett NH 03106

General Foundries, Inc.
4442 Athur Kill Road
Staten Island NY 10309

George Caldwell Co.
PO Box 646
Stoughton MA 02072-0924

P.A. Glazier, Inc.
PO Box 1002
Worcester MA 01613

Maine Water Works Supply Co.
Pine Acres Business Park
RFD#1, Box 2715
Oakland ME 04963-9729

JAF Industries, Inc.
19 Courtland Street
Londonderry NH 03053

Assured Flow Sales, Inc.
PO Box 49633
Sarasota FL 34230

E. F. Shea New England
87 Haverhill Road
PO Box 807
Amesbury, MA 01913

Results page separate attachment.

#	DESCRIPTION	SIZE	UNIT	Ferguson Water	EJ Prescott	Ti-Sales	Stiles	John Hoadley	Hydraflo	J&S Valve	HR Prescott
	B09056										
	SERVICE BRASS & FITTINGS										
1	ADAPTER, female iron pipe X compression	3/4"	EA	8.02	8.03	8.01	7.61	8.90	n/b	n/b	n/b
2	ADAPTER, female iron pipe X compression	3/4" c x 1" t	EA	n/b	9.58	9.54	8.91	10.41	n/b	n/b	n/b
3	ADAPTER, female iron pipe X compression	1"	EA	10.88	10.90	10.88	10.28	12.74	n/b	n/b	n/b
4	ADAPTER, female iron pipe X compression	1" c x 3/4" t	EA	n/b	9.48	9.43	9.02	10.30	n/b	n/b	n/b
5	ADAPTER, female iron pipe X compression	1" c x 1 1/4" t	EA	n/b	11.70	11.66	15.48	15.31	n/b	n/b	n/b
6	ADAPTER, female iron pipe X compression	1 1/4"	EA	n/b	18.21	18.14	17.15	19.79	n/b	n/b	n/b
7	ADAPTER, female iron pipe X compression	1 1/2"	EA	28.94	29.01	18.14	27.31	31.52	n/b	n/b	n/b
8	ADAPTER, female iron pipe X compression	2"	EA	34.66	34.53	28.90	32.53	37.56	n/b	n/b	n/b
9	ADAPTER, male iron pipe X compression	3/4"	EA	8.33	7.64	7.62	7.20	8.31	n/b	n/b	n/b
10	ADAPTER, male iron pipe X compression	3/4" t x 1" c	EA	n/b	8.34	8.43	7.97	8.59	n/b	n/b	n/b
11	ADAPTER, male iron pipe X compression	1"	EA	9.03	9.06	9.02	8.53	9.82	n/b	n/b	n/b
12	ADAPTER, male iron pipe X compression	1" t x 3/4" c	EA	n/b	8.47	8.32	7.86	9.05	n/b	n/b	n/b
13	ADAPTER, male iron pipe X compression	1 1/4"	EA	n/b	15.82	15.78	14.91	17.22	n/b	n/b	n/b
14	ADAPTER, male iron pipe X compression	1 1/2"	EA	22.62	22.68	22.59	21.35	24.65	n/b	n/b	n/b
15	ADAPTER, male iron pipe X compression	2"	EA	32.97	33.03	32.92	31.11	35.91	n/b	n/b	n/b
16	ADAPTER, male iron pipe X swedge	1"	EA	n/b	8.74	10.22	9.15	7.55	n/b	n/b	n/b
17	ADAPTER, male iron pipe X swedge	3/4"	EA	n/b	6.12	6.69	6.41	4.85	n/b	n/b	n/b
18	BARBED NIPPLES, brass barbed x male iron pipe	3/4"	EA	n/b	3.29	4.30	n/b	4.22	n/b	n/b	n/b
19	BARBED NIPPLES, brass barbed x male iron pipe	1"	EA	n/b	8.18	7.06	n/b	5.53	n/b	n/b	n/b
20	BARBED NIPPLES, brass barbed x male iron pipe	1 1/4"	EA	n/b	11.55	10.71	n/b	8.48	n/b	n/b	n/b
21	BARBED NIPPLES, brass barbed x male iron pipe	1 1/2"	EA	n/b	10.47	10.40	n/b	10.71	n/b	n/b	n/b
22	BARBED NIPPLES, brass barbed x male iron pipe	2"	EA	n/b	16.66	11.01	n/b	16.20	n/b	n/b	n/b
28	90° BEND, brass elbow	3/4"	EA	n/b	2.78	4.06	2.51	5.21	n/b	n/b	n/b
29	90° BEND, brass elbow	1"	EA	n/b	4.28	6.61	3.88	8.47	n/b	n/b	n/b
30	90° BEND, brass elbow	1 1/4"	EA	n/b	6.81	10.67	6.17	13.68	n/b	n/b	n/b
31	90° BEND, brass elbow	1 1/2"	EA	n/b	5.00	13.22	7.70	16.95	n/b	n/b	n/b
32	90° BEND, brass elbow	2"	EA	n/b	13.85	21.33	12.53	27.35	n/b	n/b	n/b
33	90° BEND, brass, reducing elbow	3/4" x 1/2"	EA	n/b	1.79	4.06	2.73	3.62	n/b	n/b	n/b
34	90° BEND, brass, reducing elbow	1" x 1/2"	EA	n/b	5.88	6.61	4.83	4.58	n/b	n/b	n/b
35	90° BEND, brass, reducing elbow	1" x 3/4"	EA	n/b	5.33	6.61	4.83	4.58	n/b	n/b	n/b
36	90° BEND, brass, reducing elbow	1 1/2" x 3/4"	EA	n/b	6.16	18.97	9.52	11.09	n/b	n/b	n/b
38	COPPER, type K, 60' roll	3/4"	FT	n/b	n/b	n/b	5.13	n/b	n/b	n/b	n/b
39	COPPER, type K, 60' roll	1"	FT	n/b	n/b	n/b	6.70	n/b	n/b	n/b	n/b
40	COPPER, type K, 40' roll	1 1/2"	FT	n/b	n/b	n/b	11.16	n/b	n/b	n/b	n/b
41	COPPER, type K, 40' roll	2"	FT	n/b	n/b	n/b	17.98	n/b	n/b	n/b	n/b
42	CORPORATION, ball valve, CC X compression	3/4"	EA	24.61	24.67	24.59	23.24	26.25	n/b	n/b	n/b
43	CORPORATION, ball valve, CC X compression	1"	EA	32.32	32.44	32.33	30.56	34.53	n/b	n/b	n/b
44	CORPORATION, ball valve, CC X compression	1 1/4"	EA	n/b	74.20	63.26	59.78	n/b	n/b	n/b	n/b
45	CORPORATION, ball valve, CC X compression	1 1/2"	EA	66.32	66.48	66.24	62.60	70.73	n/b	n/b	n/b
46	CORPORATION, ball valve, CC X compression	2"	EA	109.70	109.96	109.57	103.54	116.98	n/b	n/b	n/b
47	CORPORATION, ball valve, CC X female ipt	3/4"	EA	n/b	20.26	20.19	n/b	21.55	n/b	n/b	n/b
48	CORPORATION, ball valve, CC X female ipt	1"	EA	n/b	27.32	27.23	n/b	31.39	n/b	n/b	n/b
49	CORPORATION, ball valve, CC X female ipt	1 1/4"	EA	n/b	n/b	60.32	n/b	n/b	n/b	n/b	n/b
50	CORPORATION, ball valve, CC X female ipt	1 1/2"	EA	n/b	64.32	64.09	n/b	68.40	n/b	n/b	n/b
51	CORPORATION, ball valve, CC X female ipt	2"	EA	n/b	104.03	103.68	n/b	110.66	n/b	n/b	n/b

#	DESCRIPTION	SIZE	UNIT	Ferguson	EJ	Ti-Salae	Stilae	John	Hydraflo	J&S	HR
52	CORPORATION, ball valve, IPT X compression	3/4"	EA	n/b	24.67	24.59	23.24	26.25	n/b	n/b	n/b
53	CORPORATION, ball valve, IPT X compression	1"	EA	n/b	32.44	32.33	30.56	34.53	n/b	n/b	n/b
54	CORPORATION, ball valve, IPT X compression	1 1/4"	EA	n/b	74.20	63.26	59.78	n/b	n/b	n/b	n/b
55	CORPORATION, ball valve, IPT X compression	1 1/2"	EA	n/b	66.48	66.24	62.60	70.73	n/b	n/b	n/b
56	CORPORATION, ball valve, IPT X compression	2"	EA	n/b	109.96	109.57	103.54	116.98	n/b	n/b	n/b
57	CURB STOP, ball valve, compression X compression	3/4"	EA	33.69	33.37	33.66	31.80	37.18	n/b	n/b	n/b
58	CURB STOP, ball valve, compression X compression	1"	EA	50.64	50.77	50.60	47.82	55.88	n/b	n/b	n/b
59	CURB STOP, ball valve, compression X compression	1 1/2"	EA	110.81	111.07	110.69	104.60	115.45	n/b	n/b	n/b
60	CURB STOP, ball valve, compression X compression	2"	EA	155.78	156.14	155.61	147.05	171.80	n/b	n/b	n/b
61	CURB BOX, ERIE style w/ 30" rod	5' - 6'	EA	n/b	25.51	31.40	n/b	43.65	n/b	n/b	n/b
62	CURB BOX EXT, ERIE style	12"	EA	n/b	7.44	6.90	n/b	21.50	n/b	n/b	n/b
63	CURB BOX EXT, ERIE style	6"	EA	n/b	5.64	5.65	n/b	19.85	n/b	n/b	n/b
64	CURB BOX REPAIR CAP, ERIE w/screw		EA	n/b	5.94	8.75	n/b	10.73	n/b	n/b	n/b
65	CURB BOX REPLACEMENT CAP, ERIE style		EA	n/b	5.17	7.35	n/b	10.29	n/b	n/b	n/b
66	CURB BOX ENLARGED BASE, ERIE style	2"	EA	n/b	10.22	11.25	n/b	18.53	n/b	n/b	n/b
67	METER RESETTER, C-horn style, standard meter size, male iron pipe	5/8"	EA	n/b	30.24	31.77	n/b	n/b	n/b	n/b	n/b
68	METER RESETTER, C-horn style, standard meter size, male iron pipe	3/4"	EA	n/b	35.99	37.86	n/b	n/b	n/b	n/b	n/b
69	METER RESETTER, C-horn style, standard meter size, male iron pipe	1"	EA	n/b	56.22	59.09	n/b	n/b	n/b	n/b	n/b
70	METER CONNECTORS, swivel nut X MIP thread 5/8"	5/8"	EA	n/b	4.38	4.36	4.12	4.57	n/b	n/b	n/b
71	METER CONNECTORS, swivel nut X MIP thread 3/4"	3/4"	EA	n/b	4.97	4.94	4.67	5.05	n/b	n/b	n/b
72	METER CONNECTORS, swivel nut X MIP thread 1"	1"	EA	n/b	7.64	7.62	7.20	7.76	n/b	n/b	n/b
73	NIPPLE, brass	3/4" x 1 1/2"	EA	n/b	1.13	1.66	1.64	5.54	n/b	n/b	n/b
74	NIPPLE, brass	3/4" x 2"	EA	n/b	2.14	1.96	1.94	6.54	n/b	n/b	n/b
75	NIPPLE, brass	3/4" x 2 1/2"	EA	n/b	2.67	2.27	2.25	7.58	n/b	n/b	n/b
76	NIPPLE, brass	3/4" x 3"	EA	n/b	2.86	2.62	2.59	8.75	n/b	n/b	n/b
77	NIPPLE, brass	3/4" x 3 1/2"	EA	n/b	2.00	2.94	2.91	9.81	n/b	n/b	n/b
78	NIPPLE, brass	3/4" x 4"	EA	n/b	3.73	3.42	3.38	11.41	n/b	n/b	n/b
79	NIPPLE, brass	3/4" x 4 1/2"	EA	n/b	2.53	3.72	3.68	12.41	n/b	n/b	n/b
80	NIPPLE, brass	3/4" x 5"	EA	n/b	2.80	4.11	4.06	13.70	n/b	n/b	n/b
81	NIPPLE, brass	3/4" x 5 1/2"	EA	n/b	3.06	4.49	4.44	14.97	n/b	n/b	n/b
82	NIPPLE, brass	3/4" x 6"	EA	n/b	3.40	5.00	4.94	16.67	n/b	n/b	n/b
83	NIPPLE, brass	1" x 1 1/2"	EA	n/b	2.51	n/b	2.27	7.66	n/b	n/b	n/b
84	NIPPLE, brass	1" x 2"	EA	n/b	3.32	2.83	2.80	9.44	n/b	n/b	n/b
85	NIPPLE, brass	1" x 2 1/2"	EA	n/b	2.25	3.31	3.27	11.02	n/b	n/b	n/b
86	NIPPLE, brass	1" x 3"	EA	n/b	4.15	3.81	3.67	12.69	n/b	n/b	n/b
87	NIPPLE, brass	1" x 3 1/2"	EA	n/b	3.00	4.41	4.36	14.69	n/b	n/b	n/b
88	NIPPLE, brass	1" x 4"	EA	n/b	5.40	4.96	4.90	16.52	n/b	n/b	n/b
89	NIPPLE, brass	1" x 4 1/2"	EA	n/b	3.76	5.53	5.46	18.43	n/b	n/b	n/b
90	NIPPLE, brass	1" x 5"	EA	n/b	4.15	6.11	6.04	20.38	n/b	n/b	n/b
91	NIPPLE, brass	1" x 5 1/2"	EA	n/b	4.55	6.70	6.62	22.32	n/b	n/b	n/b
92	NIPPLE, brass	1" x 6"	EA	n/b	7.95	7.30	7.21	24.33	n/b	n/b	n/b
93	NIPPLE, brass	1 1/4" x 1 1/2"	EA	n/b	3.78	20.12	3.43	11.55	n/b	n/b	n/b
94	NIPPLE, brass	1 1/4" x 2"	EA	n/b	4.32	3.96	3.91	13.19	n/b	n/b	n/b
95	NIPPLE, brass	1 1/4" x 2 1/2"	EA	n/b	3.05	4.48	4.42	14.92	n/b	n/b	n/b
96	NIPPLE, brass	1 1/4" x 3"	EA	n/b	5.78	5.30	5.23	17.66	n/b	n/b	n/b

#	DESCRIPTION	SIZE	UNIT	Ferguson	EJ	Ti. Calae	Stilac	John	Hydraflo	J&S	HR
97	NIPPLE, brass	1 1/4" x 3 1/2"	EA	n/b	4.21	6.20	6.13	20.66	n/b	n/b	n/b
98	NIPPLE, brass	1 1/4" x 4"	EA	n/b	4.74	6.98	6.89	23.25	n/b	n/b	n/b
99	NIPPLE, brass	1 1/4" x 4 1/2"	EA	n/b	5.26	7.73	7.63	25.75	n/b	n/b	n/b
100	NIPPLE, brass	1 1/4" x 5"	EA	n/b	5.79	8.52	8.42	28.40	n/b	n/b	n/b
101	NIPPLE, brass	1 1/4" x 5 1/2"	EA	n/b	6.34	9.32	9.21	31.06	n/b	n/b	n/b
102	NIPPLE, brass	1 1/4" x 6"	EA	n/b	6.92	10.18	10.06	33.92	n/b	n/b	n/b
103	NIPPLE, brass	1 1/2" x 1 3/4"	EA	n/b	3.06	4.51	4.45	15.02	n/b	n/b	n/b
104	NIPPLE, brass	1 1/2" x 2"	EA	n/b	3.29	4.85	4.79	16.16	n/b	n/b	n/b
105	NIPPLE, brass	1 1/2" x 2 1/2"	EA	n/b	3.95	5.81	5.74	19.36	n/b	n/b	n/b
106	NIPPLE, brass	1 1/2" x 3"	EA	n/b	7.27	6.68	6.60	22.25	n/b	n/b	n/b
107	NIPPLE, brass	1 1/2" x 3 1/2"	EA	n/b	5.21	7.67	7.58	25.55	n/b	n/b	n/b
108	NIPPLE, brass	1 1/2" x 4"	EA	n/b	5.92	8.70	8.59	28.98	n/b	n/b	n/b
109	NIPPLE, brass	1 1/2" x 4 1/2"	EA	n/b	6.65	9.77	9.66	32.57	n/b	n/b	n/b
110	NIPPLE, brass	1 1/2" x 5"	EA	n/b	7.35	10.81	10.68	36.03	n/b	n/b	n/b
111	NIPPLE, brass	1 1/2" x 5 1/2"	EA	n/b	8.05	11.83	11.69	39.42	n/b	n/b	n/b
112	NIPPLE, brass	1 1/2" x 6"	EA	n/b	8.74	12.85	12.70	42.82	n/b	n/b	n/b
113	NIPPLE, brass	2" x 2"	EA	n/b	7.48	n/b	6.78	22.87	n/b	n/b	n/b
114	NIPPLE, brass	2" x 2 1/2"	EA	n/b	5.04	7.41	7.32	24.70	n/b	n/b	n/b
115	NIPPLE, brass	2" x 3"	EA	n/b	9.32	8.55	8.45	28.50	n/b	n/b	n/b
116	NIPPLE, brass	2" x 3 1/2"	EA	n/b	6.69	9.84	9.73	32.81	n/b	n/b	n/b
117	NIPPLE, brass	2" x 4"	EA	n/b	12.19	11.19	11.06	37.29	n/b	n/b	n/b
118	NIPPLE, brass	2" x 4 1/2"	EA	n/b	8.48	12.47	12.33	41.57	n/b	n/b	n/b
119	NIPPLE, brass	2" x 5"	EA	n/b	9.40	13.83	13.67	46.10	n/b	n/b	n/b
120	NIPPLE, brass	2" x 5 1/2"	EA	n/b	10.32	15.17	14.99	50.56	n/b	n/b	n/b
121	NIPPLE, brass	2" x 6"	EA	n/b	18.00	16.52	16.62	55.05	n/b	n/b	n/b
122	PLASTIC, CTS 200 psi, 100' roll	3/4"	FT	n/b	0.26	0.24	0.25	0.26	n/b	n/b	n/b
123	PLASTIC, CTS 200 psi, 100' roll	1"	FT	n/b	0.40	0.44	0.36	0.40	n/b	n/b	n/b
124	PLASTIC, CTS 200 psi, 100' roll	1 1/2"	FT	n/b	0.88	0.84	0.75	0.93	n/b	n/b	n/b
125	PLASTIC, CTS 200 psi, 100' roll	2"	FT	n/b	1.73	1.62	1.32	1.44	n/b	n/b	n/b
126	PLUG, brass	1/2"	EA	n/b	1.00	2.02	1.29	2.49	n/b	n/b	n/b
127	PLUG, brass	3/4"	EA	n/b	1.31	2.54	1.47	3.13	n/b	n/b	n/b
128	PLUG, brass	1"	EA	n/b	2.22	4.06	1.94	5.00	n/b	n/b	n/b
129	PLUG, brass	1 1/2"	EA	n/b	5.21	7.12	3.68	8.76	n/b	n/b	n/b
130	PLUG, brass	2"	EA	n/b	6.41	11.68	5.80	14.37	n/b	n/b	n/b
131	REDUCING BUSHING, brass	3/4" x 1/2"	EA	n/b	1.48	2.82	1.35	3.47	n/b	n/b	n/b
132	REDUCING BUSHING, brass	1" x 1/2"	EA	n/b	2.25	3.57	2.03	3.47	n/b	n/b	n/b
133	REDUCING BUSHING, brass	1" x 3/4"	EA	n/b	2.25	3.57	2.03	4.39	n/b	n/b	n/b
134	REDUCING BUSHING, brass	1 1/4" x 3/4"	EA	n/b	3.84	6.09	3.47	7.49	n/b	n/b	n/b
135	REDUCING BUSHING, brass	1 1/4" x 1"	EA	n/b	3.84	6.09	3.47	7.49	n/b	n/b	n/b
136	REDUCING BUSHING, brass	1 1/2" x 3/4"	EA	n/b	5.99	8.65	5.41	10.65	n/b	n/b	n/b
137	REDUCING BUSHING, brass	1 1/2" x 1"	EA	n/b	4.89	8.65	4.42	10.65	n/b	n/b	n/b
138	REDUCING BUSHING, brass	2" x 1"	EA	n/b	8.73	10.67	7.90	13.14	n/b	n/b	n/b
139	REDUCING BUSHING, brass	2" x 1 1/4"	EA	n/b	7.25	10.67	5.65	13.14	n/b	n/b	n/b
140	REDUCING BUSHING, brass	2" x 1 1/2"	EA	n/b	7.25	10.67	5.65	13.14	n/b	n/b	n/b
141	REDUCING BUSHING, brass	2 1/2" x 2"	EA	n/b	14.49	26.93	13.12	33.15	n/b	n/b	n/b
142	REDUCING COUPLING, brass	3/4" x 1/2"	EA	n/b	1.58	4.06	2.44	5.00	n/b	n/b	n/b
143	REDUCING COUPLING, brass	1" x 1/2"	EA	n/b	2.64	6.61	4.07	8.13	n/b	n/b	n/b
144	REDUCING COUPLING, brass	1" x 3/4"	EA	n/b	4.49	6.61	4.07	8.13	n/b	n/b	n/b
145	REDUCING COUPLING, brass	1 1/4" x 1"	EA	n/b	7.25	14.45	6.56	17.79	n/b	n/b	n/b
146	REDUCING COUPLING, brass	1 1/2" x 3/4"	EA	n/b	6.06	18.97	9.33	23.34	n/b	n/b	n/b
147	REDUCING COUPLING, brass	1 1/2" x 1"	EA	n/b	9.16	16.77	8.29	20.64	n/b	n/b	n/b
148	REDUCING COUPLING, brass	1 1/2" x 1 1/4"	EA	n/b	5.38	16.77	8.29	20.64	n/b	n/b	n/b
149	REDUCING COUPLING, brass	2" x 1"	EA	n/b	15.34	29.35	13.88	36.12	n/b	n/b	n/b
150	REDUCING COUPLING, brass	2" x 1 1/2"	EA	n/b	13.61	27.17	12.32	33.44	n/b	n/b	n/b

#	DESCRIPTION	SIZE	UNIT	Ferguson	EJ	Ti-Salac	Stilac	John	Hydraflo	J&S	HR
151	STEEL INSERT, copper tubing size, solid sleeve (not split)	3/4"	EA	n/b	1.18	0.92	n/b	1.64	n/b	n/b	n/b
152	STEEL INSERT, copper tubing size, solid sleeve (not split)	1"	EA	n/b	1.27	0.98	n/b	1.75	n/b	n/b	n/b
153	STEEL INSERT, copper tubing size, solid sleeve (not split)	1 1/2"	EA	n/b	1.73	1.34	n/b	3.43	n/b	n/b	n/b
154	STEEL INSERT, copper tubing size, solid sleeve (not split)	2"	EA	n/b	1.73	1.34	n/b	5.97	n/b	n/b	n/b
155	STRAIGHT COUPLING, brass	1/2"	EA	n/b	1.00	2.54	1.54	3.13	n/b	n/b	n/b
156	STRAIGHT COUPLING, brass	3/4"	EA	n/b	1.32	3.57	2.03	4.29	n/b	n/b	n/b
157	STRAIGHT COUPLING, brass	1"	EA	n/b	3.41	6.09	3.09	7.49	n/b	n/b	n/b
158	STRAIGHT COUPLING, brass	1 1/4"	EA	n/b	4.52	10.16	4.83	12.51	n/b	n/b	n/b
159	STRAIGHT COUPLING, brass	1 1/2"	EA	n/b	4.26	13.22	6.56	16.27	n/b	n/b	n/b
160	STRAIGHT COUPLING, brass	2"	EA	n/b	11.93	21.85	10.80	26.90	n/b	n/b	n/b
161	TEE, brass	3/4"	EA	n/b	3.41	5.07	3.09	6.24	n/b	n/b	n/b
162	TEE, brass	1" x 3/4" outlet	EA	n/b	7.47	13.83	6.76	17.03	n/b	n/b	n/b
163	TEE, brass	1"	EA	n/b	6.07	13.83	5.49	11.26	n/b	n/b	n/b
164	TEE, brass	1 1/4"	EA	n/b	8.51	15.75	7.70	19.39	n/b	n/b	n/b
165	TEE, brass	1 1/2" x 3/4" out	EA	n/b	14.49	27.13	13.12	33.39	n/b	n/b	n/b
166	TEE, brass	1 1/2"	EA	n/b	6.87	17.79	10.59	21.89	n/b	n/b	n/b
167	TEE, brass	2" x 1" outlet	EA	n/b	23.68	44.15	21.43	54.33	n/b	n/b	n/b
168	TEE, brass	2"	EA	n/b	19.18	29.48	17.35	36.28	n/b	n/b	n/b
169	TEE, compression	3/4" X 3/4" outle	EA	n/b	22.53	22.46	n/b	23.31	n/b	n/b	n/b
170	TEE, compression	1" x 3/4" outle	EA	n/b	24.74	24.67	n/b	27.73	n/b	n/b	n/b
171	TEE, compression	1" x 1" outle	EA	n/b	24.10	24.02	n/b	32.32	n/b	n/b	n/b
172	UNION, 3-piece, compression X compression	3/4"	EA	9.29	9.31	9.28	8.77	10.14	n/b	n/b	n/b
173	UNION, 3-piece, compression X compression	1"	EA	10.62	10.66	10.61	10.03	11.06	n/b	n/b	n/b
174	UNION, 3-piece, compression X compression	1" x 3/4"	EA	10.79	10.81	10.78	10.19	11.19	n/b	n/b	n/b
175	UNION, 3-piece, compression X compression	1 1/4"	EA		16.81	16.67	15.83	28.76	n/b	n/b	n/b
176	UNION, 3-piece, compression X compression	1 1/2"	EA	32.50	32.58	32.47	30.68	35.41	n/b	n/b	n/b
177	UNION, 3-piece, compression X compression	2"	EA	43.89	43.99	43.83	41.42	47.82	n/b	n/b	n/b
178	UNION, compression x iron pipe	3/4"	EA	n/b	10.31	10.27	9.70	6.78	n/b	n/b	n/b
179	UNION, compression x iron pipe	1"	EA	n/b	13.82	13.78	13.02	14.34	n/b	n/b	n/b
180	VALVE, service, full port ball, CTS, compression X female iron pipe	3/4"	EA	n/b	29.66	29.54	35.72	32.65	n/b	n/b	n/b
181	VALVE, service, full port ball, CTS, compression X female iron pipe	1"	EA	n/b	45.53	45.38	45.88	50.10	n/b	n/b	n/b
182	VALVE, service, full port ball, CTS, compression X female iron pipe	1 1/4"	EA	n/b	n/b	66.93	65.87	n/b	n/b	n/b	n/b
183	VALVE, service, full port ball, CTS, compression X female iron pipe	1 1/2"	EA	n/b	90.68	90.37	89.23	99.73	n/b	n/b	n/b
184	VALVE, service, full port ball, CTS, compression X female iron pipe	2"	EA	n/b	126.08	125.64	121.65	138.84	n/b	n/b	n/b
185	VALVE, service, full port ball, iron pipe X iron pipe	3/4"	EA	n/b	26.24	26.16	24.72	28.86	n/b	n/b	n/b
186	VALVE, service, full port ball, iron pipe X iron pipe	1"	EA	n/b	40.78	40.64	38.41	44.84	n/b	n/b	n/b
187	VALVE, service, full port ball, iron pipe X iron pipe	1 1/4"	EA	n/b	n/b	60.56	57.23	n/b	n/b	n/b	n/b
188	VALVE, service, full port ball, iron pipe X iron pipe	1 1/2"	EA	n/b	76.36	76.09	71.90	83.98	n/b	n/b	n/b
189	VALVE, service, full port ball, iron pipe X iron pipe	2"	EA	n/b	111.67	111.29	105.17	122.90	n/b	n/b	n/b
190	VALVE, service, full port ball, CTS, swedge X iron pipe	3/4"	EA	n/b	43.81	30.92	29.22	n/b	n/b	n/b	n/b
191	VALVE, stop & waste, compression X compression	3/4"	EA	n/b	42.39	42.24	39.92	38.94	n/b	n/b	n/b
192	VALVE, stop & waste, compression X compression	1"	EA	n/b	59.40	59.18	51.23	63.21	n/b	n/b	n/b
193	VALVE, stop & waste, iron pipe X iron pipe	3/4"	EA	n/b	34.87	34.74	32.83	30.65	n/b	n/b	n/b
194	VALVE, stop & waste, iron pipe X iron pipe	1"	EA	n/b	49.41	49.23	49.27	51.10	n/b	n/b	n/b
195	VALVE HANDLE, FORD, brass	5/8" - 1"	EA	n/b	2.63	2.88	3.50	n/b	n/b	n/b	n/b
196	VALVE HANDLE, FORD, brass	1 1/2" - 2"	EA	n/b	6.89	6.86	7.25	n/b	n/b	n/b	n/b

#	DESCRIPTION	SIZE	UNIT	Ferguson	EJ	Ti-Salac	Stilac	John	Hydraflo	J&S	HR
	CLAMPS, COUPLINGS & SADDLES										
197	BELL JOINT LEAK CLAMP	6"	EA	n/b	80.37	63.91	53.69	102.45	n/b	n/b	n/b
198	BELL JOINT LEAK CLAMP	8"	EA	n/b	111.06	88.40	74.26	141.55	n/b	n/b	n/b
199	BELL JOINT LEAK CLAMP	10"	EA	n/b	139.52	110.83	93.09	177.87	n/b	n/b	n/b
200	BELL JOINT LEAK CLAMP	12"	EA	n/b	150.92	120.21	100.98	192.39	n/b	n/b	n/b
201	BELL JOINT LEAK CLAMP	14"	EA	n/b	454.71	1,155.16	n/b	669.05	n/b	n/b	n/b
202	BELL JOINT LEAK CLAMP	16"	EA	n/b	649.42	518.68	n/b	300.41	n/b	n/b	n/b
209	HYMAX COUPLING, DRESSER STYLE 262	3"	EA		95.95	143.20	n/b	122.41	101.40	n/b	93.75
210	HYMAX COUPLING, DRESSER STYLE 262	4"	EA		122.95	183.50	n/b	156.14	129.93	n/b	120.00
211	HYMAX COUPLING, DRESSER STYLE 262	6"	EA		162.32	242.28	n/b	208.97	171.55	n/b	158.00
212	HYMAX COUPLING, DRESSER STYLE 262	8"	EA		183.83	274.37	n/b	236.65	194.27	n/b	179.00
213	HYMAX COUPLING, DRESSER STYLE 262	10"	EA		236.47	352.96	n/b	304.43	269.80	n/b	249.00
214	HYMAX COUPLING, DRESSER STYLE 262	12"	EA		279.12	416.16	n/b	359.33	360.31	n/b	275.00
215	HYMAX COUPLING, DRESSER STYLE 262	14"	EA		727.35	n/b	n/b	927.95	768.68	n/b	715.00
216	HYMAX COUPLING, DRESSER STYLE 262	16"	EA		749.78	n/b	n/b	956.55	792.39	n/b	730.00
230	REPAIR CLAMP, stainless steel, full circle, single section, 8" length, DI	2"	EA	n/b	28.58	33.53	28.16	25.97	n/b	n/b	n/b
231	REPAIR CLAMP, stainless steel, full circle, single section, 8" length, DI	2 1/4"	EA	n/b	28.58	34.75	29.19	26.14	n/b	n/b	n/b
232	REPAIR CLAMP, stainless steel, full circle, single section, 8" length, DI	3"	EA	n/b	31.18	38.64	32.46	29.08	n/b	n/b	n/b
233	REPAIR CLAMP, stainless steel, full circle, single section, 8" length, DI	4"	EA	n/b	35.17	42.35	35.57	30.48	n/b	n/b	n/b
234	REPAIR CLAMP, stainless steel, full circle, single section, 8" length, DI	6"	EA	n/b	42.08	48.43	40.68	36.49	n/b	n/b	n/b
235	REPAIR CLAMP, stainless steel, full circle, single section, 8" length, DI	8"	EA	n/b	49.30	47.84	40.18	42.72	n/b	n/b	n/b
236	REPAIR CLAMP, stainless steel, full circle, single section, 8" length, DI	12"	EA	n/b	74.60	66.69	56.02	59.66	n/b	n/b	n/b
237	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, DI	2"	EA	n/b	47.54	52.41	44.03	55.86	n/b	n/b	n/b
238	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, DI	2 1/4"	EA	n/b	47.54	50.55	42.46	57.17	n/b	n/b	n/b
239	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, DI	3"	EA	n/b	50.49	56.76	47.68	61.52	n/b	n/b	n/b
240	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, DI	4"	EA	n/b	55.86	64.39	54.09	66.07	n/b	n/b	n/b
241	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, DI	6"	EA	n/b	67.19	71.38	59.69	80.46	n/b	n/b	n/b
242	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, DI	8"	EA	n/b	79.13	71.84	60.34	93.75	n/b	n/b	n/b
243	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, DI	10"	EA	n/b	103.09	92.11	77.34	119.59	n/b	n/b	n/b
244	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, DI	12"	EA	n/b	119.48	106.66	89.60	144.79	n/b	n/b	n/b
245	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, DI	14"	EA	n/b	236.60	222.14	129.78	207.83	n/b	n/b	n/b
246	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, DI	16"	EA	n/b	265.19	235.46	137.33	155.49	n/b	n/b	n/b
247	REPAIR CLAMP, stainless steel, full circle, single section, 16" length, DI	4"	EA	n/b	62.10	73.73	61.93	73.37	n/b	n/b	n/b
248	REPAIR CLAMP, stainless steel, full circle, single section, 16" length, DI	6"	EA	n/b	74.10	78.88	66.26	88.58	n/b	n/b	n/b
249	REPAIR CLAMP, stainless steel, full circle, single section, 16" length, DI	8"	EA	n/b	90.43	90.35	75.89	107.78	n/b	n/b	n/b
250	REPAIR CLAMP, stainless steel, full circle, single section, 16" length, DI	10"	EA	n/b	118.46	109.55	92.02	138.79	n/b	n/b	n/b
251	REPAIR CLAMP, stainless steel, full circle, single section, 16" length, DI	12"	EA	n/b	135.10	120.60	101.30	164.70	n/b	n/b	n/b
252	REPAIR CLAMP, stainless steel, full circle, single section, 16" length, DI	14"	EA	n/b	263.72	222.14	186.60	221.63	n/b	n/b	n/b
253	REPAIR CLAMP, stainless steel, full circle, single section, 16" length, DI	16"	EA	n/b	343.94	235.46	197.79	259.15	n/b	n/b	n/b
254	REPAIR CLAMP, stainless steel, full circle, single section, 8" length, AC	3"	EA	n/b	n/b	36.01	30.25	39.46	n/b	n/b	n/b
255	REPAIR CLAMP, stainless steel, full circle, single section, 8" length, AC	4"	EA	n/b	n/b	42.35	35.57	44.85	n/b	n/b	n/b
256	REPAIR CLAMP, stainless steel, full circle, single section, 8" length, AC	6"	EA	n/b	n/b	48.43	40.68	50.95	n/b	n/b	n/b
257	REPAIR CLAMP, stainless steel, full circle, single section, 8" length, AC	8"	EA	n/b	49.30	58.10	48.80	59.07	n/b	n/b	n/b
258	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, AC	3"	EA	n/b	n/b	56.66	47.60	62.49	n/b	n/b	n/b
259	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, AC	4"	EA	n/b	n/b	64.39	54.09	66.45	n/b	n/b	n/b
260	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, AC	6"	EA	n/b	67.19	71.38	59.96	81.20	n/b	n/b	n/b
261	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, AC	8"	EA	n/b	n/b	90.68	76.17	94.49	n/b	n/b	n/b
262	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, AC	10"	EA	n/b	103.09	92.11	77.60	120.33	n/b	n/b	n/b
263	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, AC	12"	EA	n/b	119.48	112.36	94.38	131.97	n/b	n/b	n/b
264	REPAIR CLAMP, stainless steel, full circle, single section, 12" length, AC	14"	EA	n/b	236.60	231.48	132.62	297.92	n/b	n/b	n/b

#	DESCRIPTION	SIZE	UNIT	Ferguson	EJ	Ti-Salac	Stilac	John	Hydraflo	J&S	HR
310	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	4" x 3/4 cc	EA	n/b	52.14	57.86	48.60	68.16	n/b	n/b	n/b
311	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	4" x 1 cc	EA	n/b	52.14	57.86	48.60	68.16	n/b	n/b	n/b
312	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	4" x 1 1/2 cc	EA	n/b	61.01	75.55	52.36	69.30	n/b	n/b	n/b
313	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	4" x 2 cc	EA	n/b	73.90	83.54	56.13	69.30	n/b	n/b	n/b
314	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	6" x 3/4 cc	EA	n/b	59.33	61.35	51.53	77.96	n/b	n/b	n/b
315	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	6" x 1 cc	EA	n/b	59.33	61.35	51.53	77.96	n/b	n/b	n/b
316	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	6" x 1 1/2 cc	EA	n/b	68.20	79.96	67.17	78.00	n/b	n/b	n/b
317	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	6" x 2 cc	EA	n/b	73.69	87.55	73.54	78.00	n/b	n/b	n/b
318	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	8" x 3/4 cc	EA	n/b	69.31	71.68	60.61	80.95	n/b	n/b	n/b
319	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	8" x 1 cc	EA	n/b	69.31	71.66	60.61	80.95	n/b	n/b	n/b
320	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	8" x 1 1/2 cc	EA	n/b	95.74	89.64	75.30	86.71	n/b	n/b	n/b
321	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	8" x 2 cc	EA	n/b	101.44	97.23	81.67	86.71	n/b	n/b	n/b
322	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	10" x 3/4 cc	EA	n/b	93.18	77.95	65.48	89.92	n/b	n/b	n/b
323	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	10" x 1 cc	EA	n/b	93.18	77.95	65.48	89.92	n/b	n/b	n/b
324	REPAIR CLAMP, CC tap, stainless steel, single section, 8" length, AC	10" x 2 cc	EA	n/b	133.06	95.51	73.97	96.15	n/b	n/b	n/b
325	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	6" x 3/4 cc	EA	n/b	72.76	85.84	72.10	113.72	n/b	n/b	n/b
326	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	6" x 1 cc	EA	n/b	72.76	85.84	72.10	113.72	n/b	n/b	n/b
327	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	6" x 2 cc	EA	n/b	88.68	107.41	90.23	122.76	n/b	n/b	n/b
328	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	8" x 3/4 cc	EA	n/b	94.19	105.19	88.36	129.55	n/b	n/b	n/b
329	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	8" x 1 cc	EA	n/b	94.19	105.19	88.36	129.55	n/b	n/b	n/b
330	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	8" x 2 cc	EA	n/b	108.01	128.76	108.16	139.35	n/b	n/b	n/b
331	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	10" x 3/4 cc	EA	n/b	109.06	111.40	93.58	132.08	n/b	n/b	n/b
332	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	10" x 1 cc	EA	n/b	109.06	111.40	93.58	132.08	n/b	n/b	n/b
333	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	10" x 2 cc	EA	n/b	124.36	123.00	103.32	141.48	n/b	n/b	n/b
334	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	12" x 3/4 cc	EA	n/b	124.18	131.65	110.59	144.75	n/b	n/b	n/b
335	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	12" x 1 cc	EA	n/b	124.18	131.65	110.59	144.75	n/b	n/b	n/b
336	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	12" x 2 cc	EA	n/b	136.94	143.24	120.32	147.18	n/b	n/b	n/b
337	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	16" x 3/4 cc	EA	n/b	258.69	267.39	214.00	n/b	n/b	n/b	n/b
338	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	16" x 1 cc	EA	n/b	258.69	267.39	214.00	n/b	n/b	n/b	n/b
339	REPAIR CLAMP, CC tap, stainless steel, single section, 12" length, AC	16" x 2 cc	EA	n/b	271.46	278.99	223.73	n/b	n/b	n/b	n/b
340	REPAIR CLAMP, CC tap, stainless steel, single section, 16" length, AC	8" x 3/4 cc	EA	n/b	117.64	113.73	95.53	160.24	n/b	n/b	n/b
341	REPAIR CLAMP, CC tap, stainless steel, single section, 16" length, AC	8" x 1 cc	EA	n/b	117.64	113.73	95.53	160.24	n/b	n/b	n/b
342	REPAIR CLAMP, CC tap, stainless steel, single section, 16" length, AC	8" x 2 cc	EA	n/b	133.08		106.25	163.28	n/b	n/b	n/b
343	REPAIR CLAMP, CC tap, stainless steel, single section, 16" length, AC	10" x 3/4 cc	EA	n/b	148.90	125.30	106.25	168.20	n/b	n/b	n/b
344	REPAIR CLAMP, CC tap, stainless steel, single section, 16" length, AC	10" x 1 cc	EA	n/b	148.90	125.30	106.25	168.20	n/b	n/b	n/b
345	REPAIR CLAMP, CC tap, stainless steel, single section, 16" length, AC	10" x 2 cc	EA	n/b	158.43	146.03	106.25	171.26	n/b	n/b	n/b
346	REPAIR CLAMP, CC tap, stainless steel, single section, 16" length, AC	12" x 3/4 cc	EA	n/b	167.47	143.13	120.23	171.26	n/b	n/b	n/b
347	REPAIR CLAMP, CC tap, stainless steel, single section, 16" length, AC	12" x 1 cc	EA	n/b	167.47	143.13	120.23	171.26	n/b	n/b	n/b
348	REPAIR CLAMP, CC tap, stainless steel, single section, 16" length, AC	12" x 2 cc	EA	n/b	182.90	159.88	134.30	174.30	n/b	n/b	n/b
349	REPAIR CLAMP, CC tap, stainless steel, single section, 16" length, AC	16" x 3/4 cc	EA	n/b	400.42	267.39	214.00	n/b	n/b	n/b	n/b
350	REPAIR CLAMP, CC tap, stainless steel, single section, 16" length, AC	16" x 1 cc	EA	n/b	400.42	267.39	214.00	n/b	n/b	n/b	n/b
351	REPAIR CLAMP, CC tap, stainless steel, single section, 16" length, AC	16" x 2 cc	EA	n/b	415.86	278.99	223.73	n/b	n/b	n/b	n/b
408	TAPPING SADDLE, stainless steel double strap, 4" DI or AC	4" x 3/4 cc	EA	n/b	29.69	38.49	32.64	33.09	n/b	n/b	n/b
409	TAPPING SADDLE, stainless steel double strap, 4" DI or AC	4" x 1 cc	EA	n/b	29.69	38.49	32.64	33.09	n/b	n/b	n/b
410	TAPPING SADDLE, stainless steel double strap, 4" DI or AC	4" x 1 1/2 cc	EA	n/b	32.33	42.95	36.42	36.01	n/b	n/b	n/b
411	TAPPING SADDLE, stainless steel double strap, 4" DI or AC	4" x 2 cc	EA	n/b	32.33	42.95	36.42	39.85	n/b	n/b	n/b

#	DESCRIPTION	SIZE	UNIT	Ferguson	EJ	Ti-Salac	Stilac	John	Hydraflo	J&S	HR
412	TAPPING SADDLE, stainless steel double strap, 6" DI or AC	6" x 3/4 cc	EA	n/b	34.11	40.08	33.98	38.01	n/b	n/b	n/b
413	TAPPING SADDLE, stainless steel double strap, 6" DI or AC	6" x 1 cc	EA	n/b	34.11	40.08	33.98	38.01	n/b	n/b	n/b
414	TAPPING SADDLE, stainless steel double strap, 6" DI or AC	6" x 1 1/2 cc	EA	n/b	37.06	44.23	37.51	41.28	n/b	n/b	n/b
415	TAPPING SADDLE, stainless steel double strap, 6" DI or AC	6" x 2 cc	EA	n/b	37.06	44.23	37.51	45.55	n/b	n/b	n/b
416	TAPPING SADDLE, stainless steel double strap, 8" DI or AC	8" x 3/4 cc	EA	n/b	39.68	49.81	42.24	44.91	n/b	n/b	n/b
417	TAPPING SADDLE, stainless steel double strap, 8" DI or AC	8" x 1 cc	EA	n/b	39.68	49.81	42.24	44.91	n/b	n/b	n/b
418	TAPPING SADDLE, stainless steel double strap, 8" DI or AC	8" x 1 1/2 cc	EA	n/b	42.29	53.73	45.55	48.60	n/b	n/b	n/b
419	TAPPING SADDLE, stainless steel double strap, 8" DI or AC	8" x 2 cc	EA	n/b	42.29	53.73	45.55	53.02	n/b	n/b	n/b
420	TAPPING SADDLE, stainless steel double strap, 10" DI or AC	10" x 3/4 cc	EA	n/b	47.91	60.63	51.41	53.38	n/b	n/b	n/b
421	TAPPING SADDLE, stainless steel double strap, 10" DI or AC	10" x 1 cc	EA	n/b	47.91	60.63	51.41	53.38	n/b	n/b	n/b
422	TAPPING SADDLE, stainless steel double strap, 10" DI or AC	10" x 1 1/2 cc	EA	n/b	51.64	64.59	54.77	57.42	n/b	n/b	n/b
423	TAPPING SADDLE, stainless steel double strap, 10" DI or AC	10" x 2 cc	EA	n/b	51.64	64.59	54.77	61.92	n/b	n/b	n/b
424	TAPPING SADDLE, stainless steel double strap, 12" DI or AC	12" x 3/4 cc	EA	n/b	55.77	70.28	59.60	62.12	n/b	n/b	n/b
425	TAPPING SADDLE, stainless steel double strap, 12" DI or AC	12" x 1 cc	EA	n/b	55.77	70.28	59.60	62.12	n/b	n/b	n/b
426	TAPPING SADDLE, stainless steel double strap, 12" DI or AC	12" x 1 1/2 cc	EA	n/b	59.72	72.10	61.14	66.53	n/b	n/b	n/b
427	TAPPING SADDLE, stainless steel double strap, 12" DI or AC	12" x 2 cc	EA	n/b	59.72	72.10	61.14	71.17	n/b	n/b	n/b
428	TAPPING SADDLE, stainless steel double strap, 14" DI or AC	14" x 3/4 cc	EA	n/b	64.99	109.19	92.59	72.40	n/b	n/b	n/b
429	TAPPING SADDLE, stainless steel double strap, 14" DI or AC	14" x 1 cc	EA	n/b	64.99	109.19	92.59	72.40	n/b	n/b	n/b
430	TAPPING SADDLE, stainless steel double strap, 14" DI or AC	14" x 1 1/2 cc	EA	n/b	69.23	115.15	97.65	77.12	n/b	n/b	n/b
431	TAPPING SADDLE, stainless steel double strap, 14" DI or AC	14" x 2 cc	EA	n/b	69.23	115.15	97.65	77.12	n/b	n/b	n/b
432	TAPPING SADDLE, stainless steel double strap, 16" DI or AC	16" x 3/4 cc	EA	n/b	76.42	167.81	142.31	89.38	n/b	n/b	n/b
433	TAPPING SADDLE, stainless steel double strap, 16" DI or AC	16" x 1 cc	EA	n/b	76.42	167.81	142.31	89.38	n/b	n/b	n/b
434	TAPPING SADDLE, stainless steel double strap, 16" DI or AC	16" x 1 1/2 cc	EA	n/b	81.69	167.81	142.31	95.55	n/b	n/b	n/b
435	TAPPING SADDLE, stainless steel double strap, 16" DI or AC	16" x 2 cc	EA	n/b	81.69	167.81	142.31	95.55	n/b	n/b	n/b
	PIPE										
464	PIPE, class 52, cement lined, mechanical joint, DI	4"	FT	14.11	12.37	n/b	n/b	14.63	n/b	n/b	n/b
465	PIPE, class 52, cement lined, mechanical joint, DI	6"	FT	15.46	13.59	n/b	n/b	16.04	n/b	n/b	n/b
466	PIPE, class 52, cement lined, mechanical joint, DI	8"	FT	21.85	19.23	n/b	n/b	22.56	n/b	n/b	n/b
467	PIPE, class 52, cement lined, mechanical joint, DI	10"	FT	28.60	25.16	n/b	n/b	29.43	n/b	n/b	n/b
468	PIPE, class 52, cement lined, mechanical joint, DI	12"	FT	36.03	31.75	n/b	n/b	36.94	n/b	n/b	n/b
469	PIPE, class 52, cement lined, mechanical joint, DI	14"	FT	n/b	40.29	n/b	n/b	n/b	n/b	n/b	n/b
470	PIPE, class 52, cement lined, mechanical joint, DI	16"	FT	53.70	46.18	n/b	n/b	n/b	n/b	n/b	n/b
471	PIPE, class 52, cement lined, tyton joint, DI	4"	FT	10.18	9.34	n/b	n/b	9.98	n/b	n/b	n/b
472	PIPE, class 52, cement lined, tyton joint, DI	6"	FT	11.57	10.72	n/b	n/b	11.45	n/b	n/b	n/b
473	PIPE, class 52, cement lined, tyton joint, DI	8"	FT	15.76	14.59	n/b	n/b	15.60	n/b	n/b	n/b
474	PIPE, class 52, cement lined, tyton joint, DI	10"	FT	20.63	19.11	n/b	n/b	20.42	n/b	n/b	n/b
475	PIPE, class 52, cement lined, tyton joint, DI	12"	FT	26.00	24.08	n/b	n/b	25.73	n/b	n/b	n/b
476	PIPE, class 52, cement lined, tyton joint, DI	14"	FT	n/b	29.79	n/b	n/b	31.84	n/b	n/b	n/b
477	PIPE, class 52, cement lined, tyton joint, DI	16"	FT	38.28	34.91	n/b	n/b	37.30	n/b	n/b	n/b
	PIPE FITTINGS										
478	1/32 BEND, mechanical joint, class 350, ductile iron (11 1/4")	4"	EA	n/b	46.41	n/b	n/b	45.75	n/b	n/b	n/b
479	1/32 BEND, mechanical joint, class 350, ductile iron (11 1/4")	6"	EA	n/b	62.73	n/b	n/b	61.84	n/b	n/b	n/b
480	1/32 BEND, mechanical joint, class 350, ductile iron (11 1/4")	8"	EA	n/b	95.88	n/b	n/b	94.51	n/b	n/b	n/b
481	1/32 BEND, mechanical joint, class 350, ductile iron (11 1/4")	10"	EA	n/b	134.13	n/b	n/b	132.22	n/b	n/b	n/b
482	1/32 BEND, mechanical joint, class 350, ductile iron (11 1/4")	12"	EA	n/b	181.57	n/b	n/b	178.97	n/b	n/b	n/b
483	1/32 BEND, mechanical joint, class 350, ductile iron (11 1/4")	14"	EA	n/b	391.17	n/b	n/b	385.60	n/b	n/b	n/b
484	1/32 BEND, mechanical joint, class 350, ductile iron (11 1/4")	16"	EA	n/b	461.55	n/b	n/b	454.97	n/b	n/b	n/b

#	DESCRIPTION	SIZE	UNIT	Ferguson	EJ	Ti-Calac	Stilac	John	Hydraflo	J&S	HR
485	1/16 BEND, <i>mechanical joint, class 350, ductile iron (22 1/2*)</i>	4"	EA	n/b	39.27	n/b	n/b	38.71	n/b	n/b	n/b
486	1/16 BEND, <i>mechanical joint, class 350, ductile iron (22 1/2*)</i>	6"	EA	n/b	65.79	n/b	n/b	64.85	n/b	n/b	n/b
487	1/16 BEND, <i>mechanical joint, class 350, ductile iron (22 1/2*)</i>	8"	EA	n/b	99.96	n/b	n/b	98.54	n/b	n/b	n/b
488	1/16 BEND, <i>mechanical joint, class 350, ductile iron (22 1/2*)</i>	10"	EA	n/b	132.60	n/b	n/b	130.71	n/b	n/b	n/b
489	1/16 BEND, <i>mechanical joint, class 350, ductile iron (22 1/2*)</i>	12"	EA	n/b	186.66	n/b	n/b	184.00	n/b	n/b	n/b
490	1/16 BEND, <i>mechanical joint, class 350, ductile iron (22 1/2*)</i>	14"	EA	n/b	395.25	n/b	n/b	389.62	n/b	n/b	n/b
491	1/16 BEND, <i>mechanical joint, class 350, ductile iron (22 1/2*)</i>	16"	EA	n/b	460.02	n/b	n/b	453.46	n/b	n/b	n/b
492	1/8 BEND, <i>mechanical joint, class 350, ductile iron (45*)</i>	4"	EA	n/b	42.33	n/b	n/b	41.73	n/b	n/b	n/b
493	1/8 BEND, <i>mechanical joint, class 350, ductile iron (45*)</i>	6"	EA	n/b	63.75	n/b	n/b	62.84	n/b	n/b	n/b
494	1/8 BEND, <i>mechanical joint, class 350, ductile iron (45*)</i>	8"	EA	n/b	98.93	n/b	n/b	97.53	n/b	n/b	n/b
495	1/8 BEND, <i>mechanical joint, class 350, ductile iron (45*)</i>	10"	EA	n/b	135.15	n/b	n/b	133.22	n/b	n/b	n/b
496	1/8 BEND, <i>mechanical joint, class 350, ductile iron (45*)</i>	12"	EA	n/b	186.15	n/b	n/b	183.50	n/b	n/b	n/b
497	1/8 BEND, <i>mechanical joint, class 350, ductile iron (45*)</i>	14"	EA	n/b	372.30	n/b	n/b	366.99	n/b	n/b	n/b
498	1/8 BEND, <i>mechanical joint, class 350, ductile iron (45*)</i>	16"	EA	n/b	451.86	n/b	n/b	445.42	n/b	n/b	n/b
499	1/4 BEND, <i>mechanical joint, class 350, ductile iron (90*)</i>	4"	EA	n/b	45.90	n/b	n/b	45.25	n/b	n/b	n/b
500	1/4 BEND, <i>mechanical joint, class 350, ductile iron (90*)</i>	6"	EA	n/b	73.43	n/b	n/b	72.39	n/b	n/b	n/b
501	1/4 BEND, <i>mechanical joint, class 350, ductile iron (90*)</i>	8"	EA	n/b	114.24	n/b	n/b	112.61	n/b	n/b	n/b
502	1/4 BEND, <i>mechanical joint, class 350, ductile iron (90*)</i>	10"	EA	n/b	172.38	n/b	n/b	169.72	n/b	n/b	n/b
503	1/4 BEND, <i>mechanical joint, class 350, ductile iron (90*)</i>	12"	EA	n/b	230.01	n/b	n/b	226.73	n/b	n/b	n/b
504	1/4 BEND, <i>mechanical joint, class 350, ductile iron (90*)</i>	14"	EA	n/b	495.21	n/b	n/b	488.15	n/b	n/b	n/b
505	1/4 BEND, <i>mechanical joint, class 350, ductile iron (90*)</i>	16"	EA	n/b	598.74	n/b	n/b	590.21	n/b	n/b	n/b
506	END CAP, <i>mechanical joint, ductile iron</i>	4"	EA	n/b	19.89	n/b	n/b	19.61	n/b	n/b	n/b
507	END CAP, <i>mechanical joint, ductile iron</i>	6"	EA	n/b	28.05	n/b	n/b	27.65	n/b	n/b	n/b
508	END CAP, <i>mechanical joint, ductile iron</i>	8"	EA	n/b	44.37	n/b	n/b	43.74	n/b	n/b	n/b
509	END CAP, <i>mechanical joint, ductile iron</i>	10"	EA	n/b	66.82	n/b	n/b	65.86	n/b	n/b	n/b
510	END CAP, <i>mechanical joint, ductile iron</i>	12"	EA	n/b	84.66	n/b	n/b	83.45	n/b	n/b	n/b
511	END CAP, <i>mechanical joint, ductile iron</i>	14"	EA	n/b	226.43	n/b	n/b	223.21	n/b	n/b	n/b
512	END CAP, <i>mechanical joint, ductile iron</i>	16"	EA	n/b	291.21	n/b	n/b	287.06	n/b	n/b	n/b
513	END CAP, <i>mechanical joint, ductile iron, IPT tap</i>	4" x 1 IP	EA	n/b	48.51	n/b	n/b	47.75	n/b	n/b	n/b
514	END CAP, <i>mechanical joint, ductile iron, IPT tap</i>	6" x 1 IP	EA	n/b	56.66	n/b	n/b	56.00	n/b	n/b	n/b
515	END CAP, <i>mechanical joint, ductile iron, IPT tap</i>	8" x 1 IP	EA	n/b	73.50	n/b	n/b	72.75	n/b	n/b	n/b
516	END CAP, <i>mechanical joint, ductile iron, IPT tap</i>	4" x 2 IP	EA	n/b	39.78	n/b	n/b	39.21	n/b	n/b	n/b
517	END CAP, <i>mechanical joint, ductile iron, IPT tap</i>	6" x 2 IP	EA	n/b	47.93	n/b	n/b	47.26	n/b	n/b	n/b
518	END CAP, <i>mechanical joint, ductile iron, IPT tap</i>	8" x 2 IP	EA	n/b	64.77	n/b	n/b	63.85	n/b	n/b	n/b
519	END CAP, <i>mechanical joint, ductile iron, IPT tap</i>	10" x 2 IP	EA	n/b	86.70	n/b	n/b	85.46	n/b	n/b	n/b
520	END CAP, <i>mechanical joint, ductile iron, IPT tap</i>	12" x 2 IP	EA	n/b	104.55	n/b	n/b	103.06	n/b	n/b	n/b
521	END CAP, <i>mechanical joint, ductile iron, IPT tap</i>	14" x 2 IP	EA	n/b	154.01	n/b	n/b	256.90	n/b	n/b	n/b
522	END CAP, <i>mechanical joint, ductile iron, IPT tap</i>	16" x 2 IP	EA	n/b	318.24	n/b	n/b	313.70	n/b	n/b	n/b
523	END PLUG, <i>mechanical joint, ductile iron</i>	4"	EA	n/b	19.89	n/b	n/b	19.61	n/b	n/b	n/b
524	END PLUG, <i>mechanical joint, ductile iron</i>	6"	EA	n/b	30.09	n/b	n/b	29.66	n/b	n/b	n/b
525	END PLUG, <i>mechanical joint, ductile iron</i>	8"	EA	n/b	44.37	n/b	n/b	43.74	n/b	n/b	n/b
526	END PLUG, <i>mechanical joint, ductile iron</i>	10"	EA	n/b	71.40	n/b	n/b	70.38	n/b	n/b	n/b
527	END PLUG, <i>mechanical joint, ductile iron</i>	12"	EA	n/b	83.64	n/b	n/b	82.45	n/b	n/b	n/b
528	END PLUG, <i>mechanical joint, ductile iron</i>	14"	EA	n/b	242.76	n/b	n/b	239.30	n/b	n/b	n/b
529	END PLUG, <i>mechanical joint, ductile iron</i>	16"	EA	n/b	272.34	n/b	n/b	268.46	n/b	n/b	n/b
530	END PLUG, <i>mechanical joint, ductile iron, IPT tap</i>	4" x 1 IP	EA	n/b	48.51	n/b	n/b	47.75	n/b	n/b	n/b
531	END PLUG, <i>mechanical joint, ductile iron, IPT tap</i>	6" x 1 IP	EA	n/b	59.22	n/b	n/b	59.00	n/b	n/b	n/b
532	END PLUG, <i>mechanical joint, ductile iron, IPT tap</i>	8" x 1 IP	EA	n/b	73.50	n/b	n/b	72.75	n/b	n/b	n/b
533	END PLUG, <i>mechanical joint, ductile iron, IPT tap</i>	4" x 2 IP	EA	n/b	39.78	n/b	n/b	39.21	n/b	n/b	n/b
534	END PLUG, <i>mechanical joint, ductile iron, IPT tap</i>	6" x 2 IP	EA	n/b	50.49	n/b	n/b	49.77	n/b	n/b	n/b
535	END PLUG, <i>mechanical joint, ductile iron, IPT tap</i>	8" x 2 IP	EA	n/b	64.77	n/b	n/b	63.85	n/b	n/b	n/b

#	DESCRIPTION	SIZE	UNIT	Ferguson	EJ	Ti-Calac	Stilac	John	Hydraflo	J&S	HR
536	END PLUG, <i>mechanical joint, ductile iron, IPT tap</i>	10" x 2 IP	EA	n/b	91.29	n/b	n/b	89.99	n/b	n/b	n/b
537	END PLUG, <i>mechanical joint, ductile iron, IPT tap</i>	12" x 2 IP	EA	n/b	103.53	n/b	n/b	102.05	n/b	n/b	n/b
538	END PLUG, <i>mechanical joint, ductile iron, IPT tap</i>	14" x 2 IP	EA	n/b	265.71	n/b	n/b	261.92	n/b	n/b	n/b
539	END PLUG, <i>mechanical joint, ductile iron, IPT tap</i>	16" x 2 IP	EA	n/b	293.76	n/b	n/b	289.57	n/b	n/b	n/b
540	FOSTER ADAPTER, <i>w /acc</i>	6"	EA	n/b	82.34	100.00	n/b	94.06	n/b	n/b	n/b
541	FOSTER ADAPTER, <i>w /acc</i>	8"	EA	n/b	123.54	145.00	n/b	136.41	n/b	n/b	n/b
542	FOSTER ADAPTER, <i>w /acc</i>	10"	EA	n/b	173.90	200.00	n/b	188.18	n/b	n/b	n/b
543	FOSTER ADAPTER, <i>w /acc</i>	12"	EA	n/b	191.07	245.00	n/b	205.82	n/b	n/b	n/b
544	FOSTER ADAPTER, <i>w /acc</i>	16"	EA	n/b	n/b	432.00	n/b	376.41	n/b	n/b	n/b
545	GRADELOK, <i>fire hydrant, ductile iron, MJ</i>	6" x 6	EA	n/b	132.00	n/b	n/b	n/b	n/b	n/b	n/b
546	GRADELOK, <i>fire hydrant, ductile iron, MJ</i>	6" x 12	EA	n/b	248.00	n/b	n/b	n/b	n/b	n/b	n/b
547	GRADELOK, <i>fire hydrant, ductile iron, MJ</i>	6" x 18	EA	n/b	320.00	n/b	n/b	n/b	n/b	n/b	n/b
548	OFFSET, <i>ductile iron, MJ</i>	6" x 12	EA	n/b	515.55	n/b	n/b	371.66	n/b	n/b	n/b
549	OFFSET, <i>ductile iron, MJ</i>	8" x 12	EA	n/b	832.65	n/b	n/b	422.89	n/b	n/b	n/b
550	POLYWRAP	3" - 8"	RL	n/b	0.32	n/b	n/b	160.00	n/b	n/b	n/b
551	POLYWRAP	8"-12"	RL	n/b	0.79	n/b	n/b	215.00	n/b	n/b	n/b
552	POLYWRAP TAPE		RL	n/b	6.58	n/b	n/b	8.00	n/b	n/b	n/b
553	REDUCER, <i>ductile iron, MJ</i>	6" x 4	EA	n/b	55.59	n/b	n/b	54.80	n/b	n/b	n/b
554	REDUCER, <i>ductile iron, MJ</i>	8" x 4	EA	n/b	69.36	n/b	n/b	68.37	n/b	n/b	n/b
555	REDUCER, <i>ductile iron, MJ</i>	8" x 6	EA	n/b	71.91	n/b	n/b	70.89	n/b	n/b	n/b
556	REDUCER, <i>ductile iron, MJ</i>	12" x 6	EA	n/b	125.46	n/b	n/b	123.67	n/b	n/b	n/b
557	REDUCER, <i>ductile iron, MJ</i>	12" x 8	EA	n/b	128.52	n/b	n/b	126.69	n/b	n/b	n/b
558	REDUCER, <i>ductile iron, MJ</i>	12" x 10	EA	n/b	143.32	n/b	n/b	141.27	n/b	n/b	n/b
559	REDUCER, <i>ductile iron, MJ</i>	16" x 8	EA	n/b	310.00	n/b	n/b	311.69	n/b	n/b	n/b
560	REDUCER, <i>ductile iron, MJ</i>	16" x 12	EA	n/b	342.72	n/b	n/b	337.84	n/b	n/b	n/b
561	ROADWAY BOX, <i>slide type, w /cover, 3' belled base section, 3' flanged box top</i>	6'	EA	n/b	107.59	n/b	n/b	n/b	n/b	n/b	n/b
562	ROADWAY BOX, <i>debris cap</i>	6"	EA	n/b	35.80	n/b	n/b	n/b	n/b	n/b	n/b
563	ROADWAY BOX EXT, <i>slide type, flanged top</i>	6"	EA	n/b	26.30	n/b	n/b	n/b	n/b	n/b	n/b
564	ROADWAY BOX EXT, <i>slide type, flanged top</i>	12"	EA	n/b	32.87	n/b	n/b	n/b	n/b	n/b	n/b
565	ROADWAY BOX EXT, <i>slide type, flanged top</i>	18"	EA	n/b	35.00	n/b	n/b	n/b	n/b	n/b	n/b
566	ROADWAY BOX EXT, <i>slide type, flanged top</i>	24"	EA	n/b	35.69	n/b	n/b	n/b	n/b	n/b	n/b
567	ROADWAY BX EXT, <i>slide type, flanged top, NARROW NECK</i>	12"	EA	n/b	n/b	n/b	n/b	n/b	n/b	n/b	n/b
568	ROADWAY BX EXT, <i>slide type, flanged top, NARROW NECK</i>	18"	EA	n/b	n/b	n/b	n/b	n/b	n/b	n/b	n/b
569	ANCHOR TEE, <i>ductile iron, MJ</i>	6" x 6	EA	n/b	158.10	n/b	n/b	155.85	n/b	n/b	n/b
570	ANCHOR TEE, <i>ductile iron, MJ</i>	8" x 6	EA	n/b	196.86	n/b	n/b	194.05	n/b	n/b	n/b
571	ANCHOR TEE, <i>ductile iron, MJ</i>	10" x 6	EA	n/b	261.12	n/b	n/b	257.40	n/b	n/b	n/b
572	ANCHOR TEE, <i>ductile iron, MJ</i>	12" x 6	EA	n/b	333.03	n/b	n/b	328.28	n/b	n/b	n/b
573	ANCHOR TEE, <i>ductile iron, MJ</i>	14" x 6	EA	n/b	676.77	n/b	n/b	667.13	n/b	n/b	n/b
574	ANCHOR TEE, <i>ductile iron, MJ</i>	16" x 6	EA	n/b	723.68	n/b	n/b	713.38	n/b	n/b	n/b
575	TEE, <i>ductile iron, MJ</i>	6"	EA	n/b	101.49	n/b	n/b	100.04	n/b	n/b	n/b
576	TEE, <i>ductile iron, MJ</i>	8"	EA	n/b	152.49	n/b	n/b	150.32	n/b	n/b	n/b
577	TEE, <i>ductile iron, MJ</i>	10"	EA	n/b	217.26	n/b	n/b	214.16	n/b	n/b	n/b
578	TEE, <i>ductile iron, MJ</i>	12"	EA	n/b	315.68	n/b	n/b	311.19	n/b	n/b	n/b

#	DESCRIPTION	SIZE	UNIT	Ferguson	EJ	Ti-Calac	Stilac	John	Hydraflo	J&S	HR
579	TEE, ductile iron, MJ	8" x 4	EA	n/b	127.50	n/b	n/b	125.68	n/b	n/b	n/b
580	TEE, ductile iron, MJ	8" x 6	EA	n/b	139.74	n/b	n/b	137.75	n/b	n/b	n/b
581	TEE, ductile iron, MJ	10" x 6	EA	n/b	184.11	n/b	n/b	181.49	n/b	n/b	n/b
582	TEE, ductile iron, MJ	10" x 8	EA	n/b	189.72	n/b	n/b	187.02	n/b	n/b	n/b
583	TEE, ductile iron, MJ	12" x 6	EA	n/b	236.64	n/b	n/b	233.27	n/b	n/b	n/b
584	TEE, ductile iron, MJ	12" x 8	EA	n/b	261.63	n/b	n/b	257.90	n/b	n/b	n/b
585	TEE, ductile iron, MJ	16" x 8	EA	n/b	732.87	n/b	n/b	722.43	n/b	n/b	n/b
586	TEE, ductile iron, MJ	16" x 12	EA	n/b	747.66	n/b	n/b	737.01	n/b	n/b	n/b
587	NUTS & BOLTS, tee head	3/4 X 3 1/2	EA	n/b	1.25	1.96	n/b	1.32	n/b	n/b	n/b
588	NUTS & BOLTS, tee head	3/4 X 4	EA	n/b	1.35	1.96	n/b	1.32	n/b	n/b	n/b
589	NUTS & BOLTS, tee head	3/4 X 4 1/2	EA	n/b	1.45	2.62	n/b	1.54	n/b	n/b	n/b
590	ROMAGRIP or MEGALUG, mechanical joint restraints for ductile iron pipe	4"	EA	n/b	14.63	16.59	13.93	17.34	n/b	n/b	16.00
591	ROMAGRIP or MEGALUG, mechanical joint restraints for ductile iron pipe	6"	EA	n/b	16.98	20.81	17.48	20.39	n/b	n/b	19.25
592	ROMAGRIP or MEGALUG, mechanical joint restraints for ductile iron pipe	8"	EA	n/b	26.07	28.45	23.90	31.12	n/b	n/b	29.40
593	ROMAGRIP or MEGALUG, mechanical joint restraints for ductile iron pipe	10"	EA	n/b	38.77	46.04	37.45	46.06	n/b	n/b	43.50
594	ROMAGRIP or MEGALUG, mechanical joint restraints for ductile iron pipe	12"	EA	n/b	56.70	59.84	50.26	66.99	n/b	n/b	63.25
595	ROMAGRIP or MEGALUG, mechanical joint restraints for ductile iron pipe	16"	EA	n/b	112.34	116.39	123.13	122.18	n/b	n/b	115.40
596	ROMAGRIP or MEGALUG PACKAGED ACCESSORIES, retainer, gaskets & t-head bolts	4"	EA	n/b	21.17	25.48	n/b	27.19	n/b	n/b	25.60
597	ROMAGRIP or MEGALUG PACKAGED ACCESSORIES, retainer, gaskets & t-head bolts	6"	EA	n/b	25.48	32.55	n/b	33.73	n/b	n/b	31.85
598	ROMAGRIP or MEGALUG PACKAGED ACCESSORIES, retainer, gaskets & t-head bolts	8"	EA	n/b	35.83	42.06	n/b	45.83	n/b	n/b	43.25
599	ROMAGRIP or MEGALUG PACKAGED ACCESSORIES, retainer, gaskets & t-head bolts	10"	EA	n/b	51.83	63.50	53.24	65.47	n/b	n/b	61.80
600	ROMAGRIP or MEGALUG PACKAGED ACCESSORIES, retainer, gaskets & t-head bolts	12"	EA	n/b	69.99	78.59	n/b	87.87	n/b	n/b	83.00
601	ROMAGRIP or MEGALUG PACKAGED ACCESSORIES, retainer, gaskets & t-head bolts	14"	EA	n/b	112.34	124.86	104.88	112.39	n/b	n/b	110.00
602	ROMAGRIP or MEGALUG PACKAGED ACCESSORIES, retainer, gaskets & t-head bolts	16"	EA	n/b	135.65	146.59	123.15	151.66	n/b	n/b	143.25
VALVES & TAPPING SLEEVES											
603	BUTTERFLY VALVES, w/acc, open left, SS nuts & bolts, MJ x MJ	10"	EA	n/b	1,081.03	n/b	n/b	990.29	n/b	n/b	n/b
604	BUTTERFLY VALVES, w/acc, open left, SS nuts & bolts, MJ x MJ	12"	EA	n/b	1,150.05	n/b	n/b	993.78	n/b	n/b	n/b
605	BUTTERFLY VALVES, w/acc, open left, SS nuts & bolts, MJ x MJ	14"	EA	n/b	1,904.02	n/b	n/b	1,722.12	n/b	n/b	n/b
606	BUTTERFLY VALVES, w/acc, open left, SS nuts & bolts, MJ x MJ	16"	EA	n/b	2,255.81	n/b	n/b	1,934.83	n/b	n/b	n/b
607	GATE VALVE, w/acc, open left, resilient seat / wedge, SS nuts & bolts, MJ x MJ	4"	EA	n/b	378.53	345.86	331.58	341.97	n/b	342.00	336.00
608	GATE VALVE, w/acc, open left, resilient seat / wedge, SS nuts & bolts, MJ x MJ	6"	EA	n/b	434.84	441.61	421.02	436.19	n/b	452.00	435.00
609	GATE VALVE, w/acc, open left, resilient seat / wedge, SS nuts & bolts, MJ x MJ	8"	EA	n/b	676.42	692.32	650.26	694.71	n/b	648.00	676.00
610	GATE VALVE, w/acc, open left, resilient seat / wedge, SS nuts & bolts, MJ x MJ	10"	EA	n/b	1,051.67	1,104.56	1,000.33	1,083.18	n/b	1,001.00	1,051.00
611	GATE VALVE, w/acc, open left, resilient seat / wedge, SS nuts & bolts, MJ x MJ	12"	EA	n/b	1,358.21	1,346.71	1,258.65	1,370.62	n/b	1,205.00	1,329.00
612	GATE VALVE, w/acc, open left, resilient seat / wedge, SS nuts & bolts, MJ x MJ	14"	EA	n/b	4,113.22	n/b	n/b	4,388.13	n/b	3,566.00	4,195.00
613	GATE VALVE, w/acc, open left, resilient seat / wedge, SS nuts & bolts, MJ x MJ	16"	EA	n/b	4,462.95	4,035.84	n/b	4,759.83	n/b	3,842.00	4,475.00
614	TAPPING VALVE, w/acc, open left, resilient seat / wedge, SS nuts & bolts, MJ x Tap	4"	EA	n/b	419.47	390.80	n/b	431.42	n/b	321.00	420.00
615	TAPPING VALVE, w/acc, open left, resilient seat / wedge, SS nuts & bolts, MJ x Tap	6"	EA	n/b	590.76	548.20	n/b	609.13	n/b	424.00	581.00
616	TAPPING VALVE, w/acc, open left, resilient seat / wedge, SS nuts & bolts, MJ x Tap	8"	EA	n/b	873.83	806.09	n/b	904.13	n/b	618.00	862.00
617	TAPPING VALVE, w/acc, open left, resilient seat / wedge, SS nuts & bolts, MJ x Tap	10"	EA	n/b	1,313.77	1,209.84	n/b	1,363.49	n/b	1,003.00	1,291.00
618	TAPPING VALVE, w/acc, open left, resilient seat / wedge, SS nuts & bolts, MJ x Tap	12"	EA	n/b	1,974.97	1,816.29	n/b	2,059.59	n/b	1,207.00	1,975.00
619	TAPPING VALVE, w/acc, open left, resilient seat / wedge, SS nuts & bolts, MJ x Tap	16"	EA	n/b	5,134.64	5,507.45	n/b	5,555.21	n/b	3,839.00	5,060.00



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.9.

Resolution Number: **R - 2009.04.22 - 54**
Resolution Re: **Sewer Drain Supplies B09057**

WHEREAS: Sealed bids # B09057 were requested and received for Sewer Drain Supplies on March 31, 2009 at 2:30 PM EST.; and

WHEREAS: Rates will hold for one year unless noted by responding vendor and vendors providing low bid on the supply will be utilized, as needed, depending upon their different types of product; and

WHEREAS: The bids meeting specifications were submitted for 202 different types of products with varying rates from several vendors, as listed in back ground section.

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 various vendors identified in back ground section, as needed, given the rates provided 3/31/09. The amount of this authorization shall be limited so as not to exceed available funding

Financing

Account	Description	Appropriation	Balance
Various	Maintenance Supply other than Bldg	Various	

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 - 2009.04.22 – 54**
Resolution Re: **Sewer Drain Supplies B09057**

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, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.9.

Resolution Number: **R - 2009.04.22 - 54**
Resolution Re: **Sewer Drain Supplies B09057**

RESOLUTION BACKGROUND MATERIAL:

The bids were submitted in varying amounts for different products by the following vendors:

New England Positioning	Concord NH
Ti-Sales	Sudbury MA
EJ Prescott	Concord NH
Vellano Bothers	Raymond NH
Ferguson Water Works	Raymond NH
John Hoadley & Sons	Rockland MA

THE FOLLOWING TABLE IS A SUMMARY OF LAST YRS EXPENSE AND ACCOUNTS USED. THESE MAY NOT BE SAME ACCOUNTS TO BE USED FOR THIS YEAR AS NEED IS UNKNOWN.

spent last yr	account used	dept-description	appropriation	Balance as of 4/15/09
4,871.84	1000-43121-4652-0000-00-30	Streets maint supplies	60,000	7,961.59
23,041.92	4008-43121-4751-3121-08-30	CIP Street Improvement	2,000,000	468,406.57
			FY2010 anticipated	
416.26	5300-43320-4652-0000-00-30	Water maint Supplies	62,000	
3,888.05	5300-43320-4757-3546-10-30	Water CIP Tolend-Watson	100,000	6,693.72
			FY2010 anticipated	
3,431.76	5320-43250-4652-0000-00-30	Sewer Maint Supplies	20,000	
35,649.83				

Bid Information:

Sealed bids # B09057 were requested and received for Sewer Drain Supplies on March 31, 2009 at 2:30 PM EST

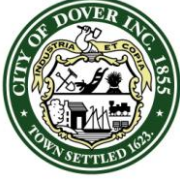
Award Information:

Blanket purchase orders will be issued to various vendors' at lowest rates submitted on Bid #B09057 to authorize future expenditures.

Purchasing Information:

Document Created by: Purchasing
Document Posted on: April 17, 2009

Sewer Drain Supplies
Page 3 of 5



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.9.

Resolution Number: **R - 2009.04.22 - 54**
Resolution Re: **Sewer Drain Supplies B09057**

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	29	Number of Responses:	6 and 3 NB
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	no
Prices will hold for:	1 yr unless otherwise noted by vendor	Estimated Delivery:	As needed
Recommended Award to:	Various	Fund:	Sewer 5320-
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

Vendor Solicitation List:

Water Works Supplies
Po box 710
Londonderry NH 03053

Ferguson Waterworks
One Chester Road
Raymond, NH 03077

Public Works Supply Co.
635 S. Main St
Franklin NH 03235

H.R. Prescott & Sons
165 Hartwell Street
West Boylston MA 01583

Waste, Inc.
32 Industrial Park Drive
Concord NH 03301

E. J. Prescott, Inc.
210 Sheep Davis Road
Concord NH 03301

C. A. Turner
6 Marshall Drive
Leicester MA 01524

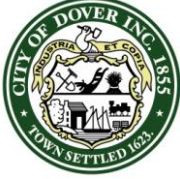
Ti-Sales
36 Hudson Road Rte27
Sudbury MA 01776

Bay State Water Works
Supply
PO Box 2276
Littleton MA 01460

Hydroflo, Inc.
1030 Milan Street
Beaumont TX 77701

John Hoadley & Sons
672 Union Street
Rockland MA 02370

Vellano Brothers
309 State Route 27
Raymond NH 03077-2020



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.9.

Resolution Number: **R - 2009.04.22 - 54**
Resolution Re: **Sewer Drain Supplies B09057**

NE Positioning Systems
58 Chennell Dr
Concord NH 03301

Stiles Co. Inc.
922 Pleasant Street
Norwood, MA 02062

U. S. Foundries
PO Box 327
Manchester, NH 03105

Ferguson Water Works
429 Troy Ave
Conchester VT 05446

Concord Winwater
12 Sandquist Street
Concord, NH 03301

Fastenal
65 Industrial Park Drive
Dover, NH 03821

Maine Water Works Supply
Corp.
Pine Acres Business Park
RFD#1, Box 2715
Oakland ME 04963

JAF Industries
19 Courtland Street
Londonderry NH 03053

Phoenix Precast
12 Industrial Park Drive
Concord, NH 03301

Maine Co Pipe Corp.
Rte. 106, Box 2300
Leeds, ME 04263

Water Specialties
8 Industrial Park Drive, Unit
13
Hooksett, NH 03106

Isco Industries
18 Brunnell Ave
Brookfield MA 01506

Water Industries
PO Box 218
Alton NH 03809

Clow Valve Co
Brett Johnson
125 Main St Unit 61
Newmarket NH 03857

Results page under separate attachment.

#	DESCRIPTION	SIZE	UNITS	EJ Prescott	John Hoadley	Ti Sales	Vellano Brothers	NE Positioning	Ferguson
	B09057								
	PVC GRAVITY SEWER FITTINGS								
1	BEND 22*, PVC, SDR 26	4"	EA	72.69	68.05	n/b	n/b	n/b	n/b
2	BEND 45*, PVC, SDR 26	4"	EA	31.84	22.81	n/b	n/b	n/b	n/b
3	BEND 90*, PVC, SDR 26	4"	EA	31.84	22.81	n/b	n/b	n/b	n/b
4	BEND 11 1/4, PVC, SDR 35, bell x bell	4"	EA	22.47	n/b	12.07	n/b	n/b	n/b
5	BEND 11 1/4, PVC, SDR 35, bell x bell	6"	EA	16.81	n/b	16.65	n/b	n/b	n/b
6	BEND 11 1/4, PVC, SDR 35, bell x bell	8"	EA	n/b	n/b	25.50	n/b	n/b	n/b
7	BEND 11 1/4, PVC, SDR 35, bell x bell	12"	EA	n/b	n/b	81.65	n/b	n/b	n/b
8	BEND 22*, PVC, SDR 35, bell x bell	4"	EA	4.34	4.20	4.44	4.12	n/b	n/b
9	BEND 22*, PVC, SDR 35, bell x bell	6"	EA	8.58	8.29	8.75	8.14	n/b	n/b
10	BEND 22*, PVC, SDR 35, bell x bell	8"	EA	24.95	24.14	25.48	23.70	n/b	n/b
11	BEND 22*, PVC, SDR 35, bell x bell	10"	EA	79.65	66.05	69.75	65.00	n/b	n/b
12	BEND 22*, PVC, SDR 35, bell x bell	12"	EA	103.87	86.13	90.96	85.00	n/b	n/b
13	BEND 22*, PVC, SDR 35, bell x bell	15"	EA	274.73	227.82	240.59	225.00	n/b	n/b
14	BEND 22*, PVC, SDR 35, bell x spigot	4"	EA	4.14	4.00	4.22	3.93	n/b	n/b
15	BEND 22*, PVC, SDR 35, bell x spigot	6"	EA	8.13	7.87	8.30	7.73	n/b	n/b
16	BEND 22*, PVC, SDR 35, bell x spigot	8"	EA	26.06	25.21	26.63	25.00	n/b	n/b
17	BEND 22*, PVC, SDR 35, bell x spigot	10"	EA	77.48	64.25	67.81	63.00	n/b	n/b
18	BEND 22*, PVC, SDR 35, bell x spigot	12"	EA	101.65	84.29	89.04	82.78	n/b	n/b
19	BEND 22*, PVC, SDR 35, bell x spigot	15"	EA	256.82	182.03	192.23	179.00	n/b	n/b
20	BEND 45*, PVC, SDR 35, bell x bell	4"	EA	4.35	4.21	4.45	4.14	n/b	n/b
21	BEND 45*, PVC, SDR 35, bell x bell	6"	EA	8.84	8.55	9.02	8.40	n/b	n/b
22	BEND 45*, PVC, SDR 35, bell x bell	8"	EA	24.72	23.91	25.26	23.49	n/b	n/b
23	BEND 45*, PVC, SDR 35, bell x bell	10"	EA	74.84	62.06	65.55	61.00	n/b	n/b
24	BEND 45*, PVC, SDR 35, bell x bell	12"	EA	108.68	90.13	95.18	88.51	n/b	n/b
25	BEND 45*, PVC, SDR 35, bell x bell	15"	EA	243.39	201.83	213.13	198.00	n/b	n/b
26	BEND 45*, PVC, SDR 35, bell x spigot	4"	EA	3.92	3.79	4.00	3.72	n/b	n/b
27	BEND 45*, PVC, SDR 35, bell x spigot	6"	EA	7.82	7.57	8.00	7.44	n/b	n/b
28	BEND 45*, PVC, SDR 35, bell x spigot	8"	EA	23.61	22.85	24.13	22.44	n/b	n/b
29	BEND 45*, PVC, SDR 35, bell x spigot	10"	EA	73.75	61.16	64.58	60.00	n/b	n/b
30	BEND 45*, PVC, SDR 35, bell x spigot	12"	EA	105.39	87.40	92.30	85.83	n/b	n/b
31	BEND 45*, PVC, SDR 35, bell x spigot	15"	EA	168.61	158.12	166.97	155.28	n/b	n/b
32	BEND 90*, PVC, SDR 35, bell x bell	4"	EA	5.48	5.30	5.60	5.21	n/b	n/b
33	BEND 90*, PVC, SDR 35, bell x bell	6"	EA	10.07	9.74	10.29	9.57	n/b	n/b
34	BEND 90*, PVC, SDR 35, bell x bell	8"	EA	27.86	26.95	28.46	26.47	n/b	n/b
35	BEND 90*, PVC, SDR 35, bell x bell	10"	EA	109.32	90.66	95.73	89.00	n/b	n/b
36	BEND 90*, PVC, SDR 35, bell x bell	12"	EA	141.48	117.33	123.88	115.00	n/b	n/b
37	BEND 90*, PVC, SDR 35, bell x bell	15"	EA	298.65	247.65	n/b	243.22	n/b	n/b

#	DESCRIPTION	SIZE	UNITS	EJ Prescott	John Hoadley	Ti Sales	Vellano Brothers	NE Positioning	Ferguson
	SEWER COUPLINGS, REPAIR CLAMPS & SADDLES								
71	REPAIR COUPLING SDR35	4"	EA	5.38	5.20	5.49	5.11	n/b	n/b
72	REPAIR COUPLING SDR35	6"	EA	10.74	10.39	5.49	10.21	n/b	n/b
73	REPAIR COUPLING SDR35	8"	EA	18.24	17.64	18.63	17.33	n/b	n/b
74	REPAIR COUPLING SDR35	10"	EA	47.21	39.15	41.35	38.45	n/b	n/b
75	REPAIR COUPLING SDR35	12"	EA	68.60	56.89	60.05	55.87	n/b	n/b
76	HYMAX COUPLING, DRESSER STYLE 262, <i>PVC PIPE</i>	3"	EA	161.10	108.00	n/b	n/b	n/b	95.95
77	HYMAX COUPLING, DRESSER STYLE 262, <i>PVC PIPE</i>	4"	EA	206.44	138.00	n/b	n/b	n/b	122.95
78	HYMAX COUPLING, DRESSER STYLE 262, <i>PVC PIPE</i>	4-5"	EA	n/b	175.00	n/b	n/b	n/b	n/b
79	HYMAX COUPLING, DRESSER STYLE 262, <i>PVC PIPE</i>	6"	EA	272.56	182.00	n/b	n/b	n/b	162.32
	FLEXIBLE COUPLINGS								
80	CORE SEAL BOOT	4"	EA	42.48	36.98	n/b	n/b	n/b	n/b
81	CORE SEAL BOOT	6"	EA	44.76	41.66	n/b	n/b	n/b	n/b
82	CORE SEAL BOOT	8"	EA	44.76	46.65	n/b	n/b	n/b	n/b
83	CORE SEAL BOOT	10"	EA	40.80	57.90	n/b	n/b	n/b	n/b
84	CORE SEAL BOOT	12"	EA	61.32	63.86	n/b	n/b	n/b	n/b
85	4" AC X 4" P/CI	4"	EA	3.15	3.09	4.19	4.20	n/b	n/b
86	4" CLAY X 4" P/CI	4"	EA	3.15	3.09	3.88	4.20	n/b	n/b
87	4" P/CI X 4" P/CI	4"	EA	3.15	3.09	3.88	4.20	n/b	n/b
88	6" AC X 4" P/CI	6" X 4"	EA	7.92	7.19	9.74	9.50	n/b	n/b
89	6" AC X 6" P/CI	6"	EA	7.28	6.63	8.96	9.50	n/b	n/b
90	6" CLAY X 4" P/CI	6" X 4"	EA	7.92	7.19	9.74	9.50	n/b	n/b
91	6" CLAY X 6" P/CI	6"	EA	6.74	6.63	8.29	9.50	n/b	n/b
92	6" CON X 6" P/CI	6"	EA	7.46	6.63	9.17	n/b	n/b	n/b
93	6" P/CI X 4" P/CI	6" X 4"	EA	7.92	7.19	9.74	9.50	n/b	n/b
94	6" P/CI X 6" P/CI	6"	EA	6.74	6.63	8.29	9.50	n/b	n/b
95	8" AC X 8" P/CI	8"	EA	11.20	10.15	13.77	13.20	n/b	n/b
96	8" CLAY X 6" P/CI	8" X 6"	EA	12.52	11.33	15.40	16.00	n/b	n/b
97	8" CLAY X 8" P/CI	8"	EA	11.20	10.15	12.75	n/b	n/b	n/b
98	8" CON X 6" P/CI	8" X 6"	EA	46.24	n/b	46.79	n/b	n/b	n/b
99	8" CON X 8" P/CI	8"	EA	11.20	10.15	13.77	n/b	n/b	n/b

#	DESCRIPTION	SIZE	UNITS	EJ Prescott	John Hoadley	Ti Sales	Vellano Brothers	NE Positioning	Ferguson
100	8" P/CI X 6" P/CI	8" X 6"	EA	12.52	11.33	15.40	16.00	n/b	n/b
101	8" P/CI X 8" P/CI	8"	EA	10.36	10.15	12.75	13.00	n/b	n/b
102	10" AC X 10" P/CI	10"	EA	15.56	13.76	19.15	19.00	n/b	n/b
103	10" CLAY X 10" P/CI	10"	EA	15.59	13.76	19.15	19.00	n/b	n/b
104	10" CON X 10" P/CI	10"	EA	15.56	13.76	19.15	n/b	n/b	n/b
105	10" P/CI X 8" P/CI	10" X 8"	EA	57.27	15.04	20.97	n/b	n/b	n/b
106	10" P/CI X 10" P/CI	10"	EA	15.56	13.76	19.15	n/b	n/b	n/b
107	12" AC X 12" P/CI	12"	EA	18.16	16.44	22.35	n/b	n/b	n/b
108	12" CLAY X 12" P/CI	12"	EA	18.16	16.44	22.35	22.00	n/b	n/b
109	12" CON X 10" P/CI	12" X 10"	EA	22.17	n/b	77.71	n/b	n/b	n/b
110	12" CON X 12" P/CI	12"	EA	18.16	16.44	20.31	n/b	n/b	n/b
111	12" P/CI X 10" P/CI	12" X 10"	EA	20.12	17.77	24.75	n/b	n/b	n/b
112	12" P/CI X 12" P/CI	12"	EA	18.16	16.44	22.35	15.00	n/b	n/b
113	15" AC X 15" P/CI	15"	EA	126.85	39.33	52.78	n/b	n/b	n/b
114	15" CLAY X 15" P/CI	15"	EA	31.15	28.21	38.32	38.00	n/b	n/b
115	15" CON X 15" P/CI	15"	EA	229.47	39.33	256.26	n/b	n/b	n/b
116	15" P/CI X 15" P/CI	15"	EA	29.61	28.21	36.43	n/b	n/b	n/b
117	18" P/CI X 18" P/CI	18"	EA	63.91	62.42	78.62	n/b	n/b	n/b
	REPAIR CLAMPS								
118	REPAIR CLAMP, FULL CIRCLE, STAINLESS STEEL, SINGLE SECTION, 8"	3"	EA	62.16	42.96	n/b	n/b	n/b	n/b
119	REPAIR CLAMP, FULL CIRCLE, STAINLESS STEEL, SINGLE SECTION, 8"	4"	EA	70.11	47.18	n/b	n/b	n/b	n/b
120	REPAIR CLAMP, FULL CIRCLE, STAINLESS STEEL, SINGLE SECTION, 8"	6"	EA	83.91	56.40	n/b	n/b	n/b	n/b
	SADDLES								
121	TEE SADDLE, SEWER, FLEXIBLE, DFW/HPI	12" X 4"	EA	29.31	27.00	33.03	n/b	n/b	n/b
122	TEE SADDLE, SEWER, FLEXIBLE, DFW/HPI	12" X 6"	EA	38.74	35.75	43.64	n/b	n/b	n/b
123	TEE SADDLE, SEWER, FLEXIBLE, DFW/HPI	15" X 4"	EA	29.31	27.00	33.03	n/b	n/b	n/b
124	TEE SADDLE, SEWER, FLEXIBLE, DFW/HPI	15" X 6"	EA	38.74	35.75	43.64	n/b	n/b	n/b
125	TEE SADDLE, SEWER, FLEXIBLE, DFW/HPI	16" X 4"	EA	29.31	35.00	n/b	n/b	n/b	n/b
126	TEE SADDLE, SEWER, FLEXIBLE, DFW/HPI	16" X 6"	EA	38.74	43.75	n/b	n/b	n/b	n/b

#	DESCRIPTION	SIZE	UNITS	EJ Prescott	John Hoadley	Ti Sales	Vellano Brothers	NE Positioning	Ferguson
127	TEE SADDLE, SEWER, FLEXIBLE, DFW/HPI	18" X 4"	EA	29.31	35.00	n/b	n/b	n/b	n/b
128	TEE SADDLE, SEWER, FLEXIBLE, DFW/HPI	18" X 6"	EA	38.74	43.75	n/b	n/b	n/b	n/b
129	TEE SADDLE, SEWER, FLEXIBLE, DFW/HPI	24" X 4"	EA	29.31	37.00	n/b	n/b	n/b	n/b
130	TEE SADDLE, SEWER, FLEXIBLE, DFW/HPI	24" X 6"	EA	38.74	45.75	n/b	n/b	n/b	n/b
131	WYE SADDLE, SEWER, FLEXIBLE, DFW/HPI	12" X 4"	EA	36.46	32.00	38.92	n/b	n/b	n/b
132	WYE SADDLE, SEWER, FLEXIBLE, DFW/HPI	12" X 6"	EA	46.27	41.50	50.72	n/b	n/b	n/b
133	QUICK SEAL SADDLE, SEWER INSERT	4"	EA	51.64	55.00	n/b	n/b	n/b	n/b
134	QUICK SEAL SADDLE, SEWER INSERT	6"	EA	59.89	63.00	n/b	n/b	n/b	n/b
	SEWER & DRAIN PIPE								
135	DRAIN PIPE, CORRUGATED METAL, w / BANDS & COLLARS	12"	FT	9.73	n/b	n/b	9.97	n/b	n/b
136	DRAIN PIPE, CORRUGATED METAL, w / BANDS & COLLARS	15"	FT	11.68	n/b	n/b	12.58	n/b	n/b
137	DRAIN PIPE, CORRUGATED METAL, w / BANDS & COLLARS	18"	FT	13.02	n/b	n/b	15.20	n/b	n/b
138	DRAIN PIPE, CORRUGATED METAL, w / BANDS & COLLARS	24"	FT	19.17	n/b	n/b	21.00	n/b	n/b
139	DRAIN PIPE, HDPE W/ PUSH LOCK IN JOINTS, SMOOTH INT WALL, W/CO	12"	FT	6.02	6.10	n/b	6.49	n/b	6.10
140	DRAIN PIPE, HDPE W/ PUSH LOCK IN JOINTS, SMOOTH INT WALL, W/CO	15"	FT	7.75	7.86	n/b	8.15	n/b	7.86
141	DRAIN PIPE, HDPE W/ PUSH LOCK IN JOINTS, SMOOTH INT WALL, W/CO	18"	FT	11.97	12.10	n/b	12.49	n/b	12.13
142	DRAIN PIPE, HDPE W/ PUSH LOCK IN JOINTS, SMOOTH INT WALL, W/CO	24"	FT	18.05	18.20	n/b	19.49	n/b	18.30
143	DRAIN PIPE, HDPE W/ PUSH LOCK IN JOINTS, SMOOTH INT WALL, W/CO	36"	FT	34.94	34.88	n/b	39.18	n/b	35.42
144	DRAIN PIPE, HDPE W/ PUSH LOCK IN JOINTS, SMOOTH INT WALL, W/CO	48"	FT	55.36	54.50	n/b	68.37	n/b	56.14
145	DRAIN PIPE, HDPE W/ PUSH LOCK IN JOINTS, SMOOTH INT WALL, W/CO	60"	FT	74.56	74.00	n/b	n/b	n/b	75.60
146	PIPE, PVC, SCHEDULE 40, 10' lengths	2"	FT	0.79	0.77	n/b	0.73	n/b	n/b
147	PIPE, PVC, SCHEDULE 40, 10' lengths	4"	FT	2.41	1.80	n/b	2.08	n/b	n/b
148	SEWER PIPE, PVC, SDR 26, 20' lengths	4"	FT	1.09	1.60	n/b	1.55	n/b	n/b
149	SEWER PIPE, PVC, SDR 26, 20' lengths	3"	FT	0.67	0.97	n/b	0.99	n/b	n/b
150	SEWER PIPE, PVC, SDR 26, 20' lengths	6"	FT	3.94	3.39	n/b	3.33	n/b	n/b
151	SEWER PIPE, PVC, SDR 35, 13' lengths	4"	FT	0.77	0.89	n/b	1.07	n/b	n/b
152	SEWER PIPE, PVC, SDR 35, 13' lengths	6"	FT	1.59	1.94	n/b	2.29	n/b	n/b
153	SEWER PIPE, PVC, SDR 35, 13' lengths	8"	FT	2.80	3.47	n/b	4.15	n/b	n/b
154	SEWER PIPE, PVC, SDR 35, 13' lengths	10"	FT	4.43	5.45	n/b	6.50	n/b	n/b
155	SEWER PIPE, PVC, SDR 35, 13' lengths	12"	FT	6.34	7.82	n/b	9.33	n/b	n/b
156	SEWER PIPE, PVC, SDR 35, 13' lengths	15"	FT	9.63	11.63	n/b	13.88	n/b	n/b
157	SEWER PIPE, PVC, SDR 35, 13' lengths	18"	FT	17.29	18.87	n/b	22.54	n/b	n/b
158	SEWER PIPE, PVC, SDR 35, 13' lengths	24"	FT	31.43	33.81	n/b	40.37	n/b	n/b
159	PIPE LUBRICANT		QT	5.25	4.25	n/b	3.75	n/b	n/b
	MANHOLE CASTINGS & SUPPLIES								
160	CATCH BASIN FRAME, NH STANDARD, 24" X 4", 3 flange	24 X 4	EA	127.53	n/b	n/b	n/b	88.00	n/b
161	CATCH BASIN FRAME, NH STANDARD, 24" X 8", 3 flange	24 X 8	EA	147.86	n/b	n/b	n/b	101.00	n/b

#	DESCRIPTION	SIZE	UNITS	EJ Prescott	John Hoadley	Ti Sales	Vellano Brothers	NE Positioning	Ferguson
162	CATCH BASIN FRAME, NH STANDARD, 24" X 4", 4 flange	24 X 4	EA	132.98	n/b	n/b	n/b	93.00	n/b
163	CATCH BASIN FRAME, NH STANDARD, 24" X 8", 4 flange	24 X 8	EA	159.71	n/b	n/b	n/b	103.00	n/b
164	CATCH BASIN GRATE, TYPE B, CAST IRON	24 X 24	EA	85.60	n/b	n/b	n/b	70.00	n/b
165	CATCH BASIN GRATE, TYPE B, GALVANIZED	24 X 24	EA	n/b	n/b	n/b	n/b	n/b	n/b
166	M/H FRAME & COVER COMBO, DUCTILE IRON, HINGED, DRAIN	24 X 4	EA	97.56	n/b	n/b	n/b	88.00	n/b
167	M/H FRAME & COVER COMBO, DUCTILE IRON, HINGED, DRAIN	30 X 4	EA	164.67	n/b	n/b	n/b	113.00	n/b
168	MANHOLE COVER, DRAIN, 24"	24"	EA	97.56	n/b	n/b	n/b	88.00	n/b
169	MANHOLE COVER, DRAIN, NH STANDARD, 30"	30"	EA	164.67	n/b	n/b	n/b	113.00	n/b
170	MANHOLE COVER, SEWER, 24"	24"	EA	114.77	n/b	n/b	n/b	111.00	n/b
171	MANHOLE COVER, SEWER, NH STANDARD, 30"	30"	EA	127.81	n/b	n/b	n/b	107.00	n/b
172	MANHOLE FRAME, DRAIN, 24" x 6"	24"	EA	273.54	n/b	n/b	n/b	n/b	n/b
173	MANHOLE FRAME, DRAIN, NH STANDARD, 30" X 6"	30"	EA	547.09	n/b	n/b	n/b	n/b	n/b
174	M/H FRAME & COVER COMBO, DUCTILE IRON, HINGED, SEWER	24 X 4	EA	114.77	n/b	n/b	n/b	111.00	n/b
175	M/H FRAME & COVER COMBO, DUCTILE IRON, HINGED, SEWER	30 X 4	EA	127.81	n/b	n/b	n/b	107.00	n/b
176	MANHOLE FRAME, SEWER, 24" X 6"	24"	EA	n/b	n/b	n/b	n/b	n/b	n/b
177	MANHOLE FRAME, SEWER, NH STANDARD, 30" X 6"	30"	EA	n/b	n/b	n/b	n/b	287.00	n/b
178	LOCKDOWN FRAME & COVER, SEWER, 24"	24"	EA	273.54	n/b	n/b	n/b	n/b	n/b
179	LOCKDOWN FRAME & COVER, SEWER, 30"	30"	EA	547.09	n/b	n/b	n/b	n/b	n/b
180	MAN HOLE GASKET RISER RING ADHESIVE		TUBE	n/b	n/b	n/b	n/b	n/b	n/b
181	MAN HOLE GASKET RISER RING, 24"- 36", FLAT, 1/2"	24 X 36 X .5	EA	n/b	n/b	n/b	n/b	n/b	n/b
182	MAN HOLE GASKET RISER RING, 24" - 36", FLAT, 1"	24 X 36 X 1	EA	n/b	n/b	n/b	n/b	n/b	n/b
183	MAN HOLE GASKET RISER RING, 24" - 36", FLAT, 1.5"	24 X 36 X 1.5	EA	n/b	n/b	n/b	n/b	n/b	n/b
184	MAN HOLE GASKET RISER RING, 24" - 36", FLAT, 2"	24 X 36 X 2	EA	n/b	n/b	n/b	n/b	n/b	n/b
185	MAN HOLE GASKET RISER RING, 24"- 36", FLAT, 2 1/2"	24 X 36 X 2.5	EA	n/b	n/b	n/b	n/b	n/b	n/b
186	MAN HOLE GASKET RISER RING, 24"-36", FLAT, 3"	24 X 36 X 3	EA	n/b	n/b	n/b	n/b	n/b	n/b
187	MAN HOLE GASKET RISER RING, 30", FLAT, 1/2"	30 X .5	EA	n/b	n/b	n/b	n/b	n/b	n/b
188	MAN HOLE GASKET RISER RING, 30", FLAT, 1"	30 X 1	EA	n/b	n/b	n/b	n/b	n/b	n/b
189	MAN HOLE GASKET RISER RING, 30", FLAT, 1.5"	30 X 1.5	EA	n/b	n/b	n/b	n/b	n/b	n/b
190	MAN HOLE GASKET RISER RING, 30", FLAT, 2"	30 X 2	EA	n/b	n/b	n/b	n/b	n/b	n/b
191	MAN HOLE GASKET RISER RING, 30", FLAT, 2.5"	30 X 2.5	EA	n/b	n/b	n/b	n/b	n/b	n/b
192	MAN HOLE GASKET RISER RING, 30", FLAT, 3"	30 X 3	EA	n/b	n/b	n/b	n/b	n/b	n/b
193	MAN HOLE GASKET RISER RING, 24" X 36", TAPERED, .5" - 1"	24 X 36 X .5-1	EA	n/b	n/b	n/b	n/b	n/b	n/b
194	MAN HOLE GASKET RISER RING, 24" X 36", TAPERED, 1" - 1.5"	24 X 36 X 1-1.5	EA	n/b	n/b	n/b	n/b	n/b	n/b
195	MAN HOLE GASKET RISER RING, 24" X 36", TAPERED, 1.5" - 2"	24 X 36 X 1.5-2	EA	n/b	n/b	n/b	n/b	n/b	n/b
196	MAN HOLE GASKET RISER RING, 24" X 36", TAPERED, 2" - 2.5"	24 X 36 X 2-2.5	EA	n/b	n/b	n/b	n/b	n/b	n/b
197	MAN HOLE GASKET RISER RING, 24" X 36", TAPERED, 2.5" - 3"	24 X 36 X 2.5-3	EA	n/b	n/b	n/b	n/b	n/b	n/b



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.10.

Resolution Number: **R - 2009.04.22 – 55**
Resolution Re: **Asphalt Trench Patching Services B09061**

WHEREAS: Sealed bids # B09061 were requested and received for Asphalt Trench Patching Services on April 7, 2009 at 2:00 PM EST.; and

WHEREAS: Four (4) different types of construction-related situations were identified for which these trench patching service might be utilized in the upcoming construction season; and

WHEREAS: The low bid for each situation, was submitted by Durell AP Enterprises Inc of Kensington NH for a 5 man crew for asphalt paving (no trench Preparation) and a 5 man crew for trench preparation and asphalt paving services. The next most favorable rate structure came from Tri-State Sealcoat & Paving of Dover who is the vendor that the city has used since June 2005 with complete success; and

WHEREAS: Last year the city spent approximately \$163,000 on these services and after checking references of Durell AP Enterprise the outcome was of uncertainty that this vendor could successfully handle the work load. Due to the extremely competitive pricing structure it is the recommendation to give Durell AP Enterprises Inc the opportunity to prove itself but also to award Tri-State Sealcoat & Paving as a back up vendor.

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

The purchasing agent is hereby authorized to issue a (primary) Blanket Purchase order to Durell AP Enterprises Inc and a (back up) blanket purchase order to Tri-State Sealcoat and Paving for Asphalt Trench Patching Services, as needed, given the rates provided April 7, 2009. This authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance 4/15/09
4008-43121-4751-3121-08-30	CIP Street Improvements	2,000,000	468,406
4009-43121-4751-3121-09-30	CIP Street Improvements	1,400,000	1,400,000

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 - 2009.04.22 – 55**

Resolution Re: **Asphalt Trench Patching Services B09061**

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, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.10.

Resolution Number: **R - 2009.04.22 – 55**

Resolution Re: **Asphalt Trench Patching Services B09061**

RESOLUTION BACKGROUND MATERIAL:

Four (4) different types of construction-related situations were identified for which trench patching service might be utilized in the upcoming construction season.

- 1a Asphalt delivery no trench prep (hand work)
- 1b Asphalt delivery no trench prep (machine work)
- 2a trench prep and pave (hand work)
- 2b trench prep and pave (Machine work)

The low bid was submitted for paving without trench preparation for a 5 man crew with various types of equipment and for trench preparation and asphalt patching services on an “as needed” basis by Durell AP Enterprises Inc. The next favorable rate structure came from Tristate Sealcoat & Paving, a vendor the city has used since June 2005 with great success. The recommendation is to issue a blanket purchase order Durell AP Enterprise Inc for Primary use and a blanket purchase order to TriState Sealcoat & Paving as a back up vendor.

Bid Information:

Sealed bids # B09061 were requested and received for Asphalt Trench Patching Services on April 7, 2009 at 2:00 PM EST

Award Information:

A blanket purchase orders will be issued to both vendors at rates submitted on Bid #B009061 to authorize future expenditures.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	15	Number of Responses:	7
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	no
Prices will hold for:	2009 construction season	Estimated Delivery:	As needed
Recommended Award to:	Durell Enterprise and Tri-State Paving	Fund:	Various
Other Approvals Required:	No	References Checked:	Durell- Yes with Some reservations/ Tri-State excellent
Previously Worked for City:	Durell in 2004 Tri-State Paving 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.A.10.

Resolution Number: **R - 2009.04.22 – 55**

Resolution Re: **Asphalt Trench Patching Services B09061**

Vendor Solicitation List:

Durell Paving
508 Sixth Street
Dover, NH 03820

Sinclair Paving LLC
11 Quaker Lane
Gonic, NH 03839

Tri State Sealing & Paving,
Inc.
P. O. Box 162
Dover, NH 03820

East Coast Utilities
Construction
RH White Construction Co
619 Sand Rd Ste 6
Pembroke NH 03275

R&M Paving
50 Crosby Road
Dover, NH 03820

Dixon Paving Corporation
P.O. Box 342
York, ME 03909

Shamrock Paving
11 Ledge Road
Seabrook, NH 03874

C&L Construction
P.O. Box 130
Greenland, NH 03840

CLD Paving, Inc.
426 So. Main Street
Laconia, NH 03246

Ecker Paving
422 Banfield road
Portsmouth, NH 03801

Wentworth Paving
115 Drew Road
Dover, NH 03820

Precision Paving
31 Luanna Drive
Barrington, NH 03825

Advanced Excavating &
Paving
PO Box 581
Suncook NH 03275

Durell Enterprises, Inc.
211 N. Haverhill Road
Kensington, NH 03833

K.C. Paving
85 Knox Marsh Road
Dover, NH 03820



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.10.

Resolution Number: **R - 2009.04.22 – 55**

Resolution Re: **Asphalt Trench Patching Services B09061**

Results #B09061

Vendor Name	Asphalt Delivery Not to include trench Preparation	Equipment to be used	Asphalt Delivery Trench Preparation and asphalt application	Equipment to be used	Saw Cutting \$ Per Foot
Sinclair Paving 11 Quaker Ln Gonic NH	1A. 220.00 1B. 300.00	1a) 3-5 man crew, trench paver, dump truck, roller, compactor, service truck 1b) 3-5man crew, trench paver, 18500 leboy paver, dump truck, 3-5 ton roller, compactor, service truck	2A. 255.00 2B. 335.00	2a) 3-5 man crew, excavator, trench paver, roller, dump truck, service truck 2b) 3-5 man crew, skidsteer, leeboy 8500 paver, dump truck, paver 3-5 ton roller, compactor, 1 ton roller, service truck	\$1.75
R & M Paving 50 Crosby Road Dover, NH	1A. 300.00 1B. 395.00	1a) 5 men crew, roller, 4 dump trucks, paver, backhoe,uniloader, pickup, excavator 1b) same as 1a 6-7 men crew	2A. 350.00 2B. 400.00	2a) 6 man crew, roller, 5 dump trucks, paver, backhoe, uniloader, pickup, excavator 2b) same as 1b 7 men crew and 3 yrd loader	\$2.00
Durell Paving,Inc 508 Sixth Street Dover, NH	1A. 320.00 1B. 400.00	1a) 4-6 man crew, dump trucks, service truck, plate compactor roller 1b) same as 1a & power paver	2A. 395.00 2B. 475.00	2a) as in 1a & backhoe or excavator as required. 2b) as in 1b & backhoe/excavator/grader as required	\$2.00
Tri – State Sealcoat & Paving 299 Durham Road Dover, NH	1A. 200.00 1B. 275.00	1a) 4-5 men crew, paver, backhoe, bobcat with 3-5 and 2 ton rollers, grader att, planner att, rollers 10 wheel and 6 wheel 1b) 4-5 men crew, paver, roller, 3-5 ton vibrator & (2 ton), plate compactor, bobcat, backhoe, dump truck,	2A. 250.00 2B. 325.00	2a) 4-5 men crew, paver, rollers, bobcat, backhoe, trucks, cold planner walk behind road saw, all hand tools 2b)4- 5 men crew, trucks, paver, roller, backhoe, bob cat, planner, and all hand tools, tool truck	\$1.50
Dixon Paving Co PO Box 342 York ME 03909	1A. 315.00 1B. 415.00	1a) 4-6 man crew, service truck, 2 dump truck, roller, compactor, bobcat, 1b) same as 1a plus addition of asphalt paver	2A. 380.00 2B. 415.00	2a) same as 1a plus addition of back hoe 2b) same as 1b plus backhoe	\$1.25
Durell A P Enterprises Inc 211 No. Haverhill Rd Kensington NH	1A. 150.00 1B. 150.00	1a) 5 man crew, hand tools 1b) 5 man crew, paver 1000C leeboy, 1 ½ ton roller. Two 6 wheel dumps and two 10 wheel dumps	2A. 210.00 2B. 225.00	2a) 5 man crew,trench prep komoster PC27 or JD 300D 2b) same as 2a and two 6 wheel dumps and twp 10 wheel dumps	\$1.50
Patches Infrared Pavement Restoration LLC 5 Thompson Rd Dover NH	1A. 175.00 1B.	1a) 2 person crew, 1 truck 2 ton hot box 1 single drum vibrator roller 1b) no bid	2A 2B	2a) no bid 2b) no bid	

1A & 2A Hand Applications

2A & 2B machine applications



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.11.

Resolution Number: **R - 2009.04.22 - 56**
Resolution Re: B09065 Hot Bituminous Paving (Asphalt)

WHEREAS: Sealed bid B09065 was requested and received for Hot Bituminous Paving (Asphalt) on April 14, 2009 at 2:30 pm and three replies were received; and

WHEREAS: The bids were submitted by Continental Paving Inc of Londonderry NH in the amount of \$1,132,650.00; Brox Industries of Dracut MA in the amount of \$1,169,750.00 and Pike Industries of Belmont NH in the amount of \$1,229,250.00; and

WHEREAS: Continental Paving Inc. bid is \$37,100.00 less than the next lowest bid.

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 Continental Paving Inc given the bid amount of \$1,132,650.00 and corresponding rates provided April 14, 2009. This authorization shall be limited so as not to exceed available finding.

Financing

Account	Description	Appropriation	Balance 4/15/09
4007-43121-4751-3121-07-30	Street Improvments	\$2,000,000.00	\$243,495.80
4008-43121-4751-3121-08-30	Street Improvments	\$2,000,000.00	\$468,406.57
4009-43121-4751-3121-09-30	Street Improvments	\$1,400,000.00	\$1,400,000.00

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 - 2009.04.22 - 56**

Resolution Re: B09065 Hot Bituminous Paving (Asphalt)

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, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.11.

Resolution Number: **R - 2009.04.22 - 56**
Resolution Re: B09065 Hot Bituminous Paving (Asphalt)

RESOLUTION BACKGROUND MATERIAL:

Sealed bids B09065 were requested and received for Bituminous Concrete Paving on April 14, 2009 at 2:30 pm. The low bid was submitted by Continental Paving Inc from Londonderry NH in the amount of \$1,132,650.00. Second was Brox Industries of Dracut MA in the amount of \$1,169,750.00 and the third was Pike Industries of Belmont NH in the amount of \$1,229,250.00.

The following is the paragraph in the Request for Bid B09065 that discussed bonds:

The Contractor selected will be required to furnish the City with both a Labor / Materials Payment Bond in the amount of 100% of the estimated total work load and a Performance Bond in the amount of 100% of the estimated work load. A Bid Bond in the amount of 10% of the bid amount quoted should accompany the bid when submitted. (See attached samples). A ten (10) working day response time is required from delivery of notice to begin the work. After the ten (10) working day notice, the Owner may, without cause and without prejudice to any other right or remedy, elect to employ other persons to carry out the work requested. The Owner shall pay the cost and expense of the same out of the Performance Bond. This contingency will apply only if the quantity of bituminous concrete is in excess of 300 tons

It was discovered that Continental Paving Inc had omitted the Bid Bond and when asked they indicated they did not realize they needed it. After discussions between the Purchasing Agent and Finance Director it was agreed that this paragraph could have been more clearly stated therefore, referred to the Bid Terms and Conditions item #1 that states:

- BID ACCEPTANCE AND REJECTIONS:** The City of Dover reserves the right to accept any bid, and to reject any or all bids; to award the bid to other than the low bidder if deemed "bid most advantageous to the City"; to accept the bid on one or more items of a proposal, on all items of a proposal or any combination of items of a proposal and to waive any defects in bids.

It was decided that in the best interest of the city we would temporarily waive bid bond deficiency and allow Continental Paving 24 hours to provide the bid bond. The bid bond was hand delivered within 23 hrs of the bid opening, therefore, the bid has been accepted



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.11.

Resolution Number: **R - 2009.04.22 - 56**

Resolution Re: B09065 Hot Bituminous Paving (Asphalt)

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	8	Number of Responses:	3
Warranty:	Meets Specifications	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	No
Prices will hold for:	June 30, 2010	Estimated Delivery:	As needed
Recommended Award to:	Continental Paving	Fund:	CIP Streets
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Cost estimated at \$25,000 or greater

Vendor List

Bell & Flynn
69 Bunker Hill Avenue
Stratham, NH 03885

Libby Scott Paving
1755 Sanford Road
PO Box 817
Wells, ME 04090

Pike Industries
650 Peverly Hill Road
Portsmouth, NH 03801

All State Asphalt
325 Amherst Road, Route 116
PO Box 91
Sunderland MA 01375

Continental Paving, Inc.
One Continental Drive
Londonderry, NH 03053

Brox Industries
1471 Methuen Street
Dracut, MA 01826

R & M Paving
480 Toland Road
Dover, NH 03820

NH Bituminous
PO Box 6160
Penacook NH 03303



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.11.

Resolution Number: **R - 2009.04.22 - 56**

Resolution Re: B09065 Hot Bituminous Paving (Asphalt)

RESULTS

B09065

Hot Bituminous Paving Asphalt

Continental Paving 1 Continental Dr Londonderry NH 03053	\$1,132,650
Brox Industries 1741 Methuen St Dracut MA 01826	\$1,169,750
Pike Industries 650 Peverly Hill Rd Portsmouth NH 03801	\$1,229,250



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.1.

Resolution Number: **R – 2009.04.22 - 57**

Resolution Re: **AUTHORIZATION FOR CITY MANAGER TO ENTER INTO CONTRACT WITH JOHNSON CONTROLS**

WHEREAS: An extensive and comprehensive investment grade energy audit of city facilities has been conducted by Johnson Controls;

WHEREAS: Johnson Controls recommends a series of energy saving installations, upgrades and measures to reduce costs in the short and long terms for the City of Dover

WHEREAS: The contract with Johnson Controls contains a plethora of negotiated protections for the City of Dover including an energy savings guarantee over the course of the ten(10) year contract

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

The City Manager is authorized to enter into and sign an energy services contract with Johnson Controls and all associated service and equipment agreements, to accomplish the recommended energy efficiency improvements and cost savings during the term of the Energy Services contract.

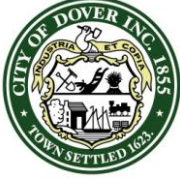
AUTHORIZATION

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 – 2009.04.22 - 57**

Resolution Re: **AUTHORIZATION FOR CITY MANAGER TO ENTER INTO CONTRACT WITH JOHNSON CONTROLS**

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, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.1.

Resolution Number: **R – 2009.04.22 - 57**

Resolution Re: **AUTHORIZATION FOR CITY MANAGER TO ENTER INTO CONTRACT WITH JOHNSON CONTROLS**

RESOLUTION BACKGROUND MATERIAL:

See Attached Agreement

Draft ESA

ENERGY SERVICES AGREEMENT
BETWEEN
THE CITY OF DOVER
AND
JOHNSON CONTROLS INCORPORATED

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DEFINITION OF TERMS

<u>Acceptance Certificate</u>	Certificate verifying that Customer accepts the Installation in accordance with payment schedule Outlined in Section 1 of the Agreement.
<u>Agreement</u>	Energy Services Agreement
<u>Capital Investment</u>	The total amount of the capital/equipment costs and installation/labor costs to be made by the ESCo.
<u>Customer</u>	City of Dover, New Hampshire
<u>ECMs</u>	Energy Conservation Measures
<u>ECM Installation Date</u>	Date on which the Customer notifies the ESCo in writing that it accepts the installation of the ECM.
<u>Effective Date</u>	Date by which Agreement is binding between the Parties
<u>Energy Cost Savings</u>	Value of Energy Cost Savings as calculated in Schedule D.
<u>Equipment</u>	The items to be installed to accomplish the energy and water conservation measures contained in Schedule B
<u>ESCo</u>	Johnson Controls Incorporated
<u>Final Notification Date</u>	Notice in writing from the Customer to the ESCo that the Customer accepts all the Equipment Installed and its operation as 100% complete.
<u>Guaranteed Savings</u>	The gross energy savings guaranteed under the Agreement by ESCo to Customer.
<u>Lease Purchase Agreement</u>	Master Equipment Lease/Purchase Agreement (TELP) as determined by the parties.
<u>Lessor</u>	Financial Institution supplying Customer with lease under the Lease Purchase Agreement.
<u>Measured Savings</u>	The savings achieved and calculated as set forth in Schedule D.
<u>Services</u>	The services to be performed by ESCo in Accordance with Schedule B-3 and its attachments.
<u>Term</u>	The term of this Agreement shall be as defined in Section 7: <u>Contract Term.</u>

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Total Project Cost

The total amount the ESCo is compensated by the Lessor for the delivery and installation of the Equipment, and to provide other services as set forth herein.

Utility Rates

The minimum unit cost for each utility as established in Schedule C, Part III.

Year

Each twelve-month period covering the contract term, the first of which commences on the Effective Date.

ENERGY SERVICES AGREEMENT

This energy services agreement (“Agreement”) is made and entered into as of date of last execution (“Effective Date”) by and between Johnson Controls Incorporated, a corporation incorporated in the State of _____having its principal offices at(“ESCO”), and the City of Dover (City), a municipal corporation having its principal offices at 288 Central Avenue, Dover, New Hampshire 03820 ("Customer"), for the purpose of installing energy efficient equipment and providing other services designed to reduce energy consumption at the city buildings (hereinafter the "Premises", which are more particularly described in Schedule A attached hereto).

RECITALS

WHEREAS, the Customer owns or leases the Premises and has legal authority to procure energy and water conservations services and HVAC upgrades;

WHEREAS, the ESCo provides a service for reducing energy and water consumption and costs through the use of engineering analyses, operations procedures, and energy savings devices acquired and installed by the ESCo;

WHEREAS, the Customer desires, and is authorized under _____(Add in meeting date?), to retain the ESCo to design, acquire, install and assist in the maintenance of the equipment to be installed to accomplish the energy and water conservation measures contained on Schedule B (hereinafter collectively referred to as "the Equipment"), and to provide other services, all as more fully set forth herein, subject to all the terms and conditions of this Agreement; and

WHEREAS, the ESCo has made an assessment of the energy consumption characteristics of the Premises, and will acquire, install, and be directly responsible for undertaking certain energy efficiency improvements and assisting in the facility's operation and management of the energy and water systems as this system relates to energy savings upon some portion of the Premises;

WHEREAS, Lessor will compensate ESCo for the Equipment through a third-party Master Equipment Lease/Purchase Agreement ("Lease/Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, it is agreed that:

SECTION 1: EQUIPMENT INSTALLATION AND COMMENCEMENT OF SERVICES

No later than two months after the Effective Date, the ESCo will commence the implementation of such preliminary operations and procedures as the ESCo deems appropriate to begin the reduction of energy consumption of the Premises. Thereafter, within three hundred and sixty-five (365) days after the Effective Date, the ESCo shall complete design of, obtain, deliver, install, and commence to operate the Equipment, as required by this Agreement and shall complete the other services described in Schedule B.

SECTION 1.1: EQUIPMENT INSTALLATION DATE ESCo shall send a notice ("Installation Notice") to the Customer after the ECM/Equipment and/or system has operated for thirty (30)

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consecutive days in compliance with this Agreement, any applicable technical specifications, and all testing, commissioning (if required) and training has been completed. Within thirty (30) days of receipt of the Installation Notice, Customer shall either:

a) Send ESCo an “ECM/Equipment Installation Approval” form; or

b) In writing notify ESCo that it does not accept the ECM/Equipment and state the reasons for non-acceptance.

The date on which the Customer notifies the ESCo in writing that it accepts the installed ECM/Equipment and/or system shall be the ECM Installation Date. The measurement and verification services (the “M&V Services”) set forth in Schedule __ shall commence on the first day of the month following the ECM Installation Date and shall continue throughout the Term, subject to earlier termination of this Agreement, including the ESCo’s obligation to meet the Guaranteed Savings as provided herein. .

SECTION 1.2: FINAL PROJECT NOTIFICATION DATE. ESCo shall send a notice (“Final Project Notice”) to the Customer after all the Equipment and/or systems have been installed and the operations are 100% complete. Within ten (10) days of receipt of the Final Project Notice, Customer shall either :

a) Send ESCo a “Final Project Notification Approval” form; or

b) In writing notify ESCo that it does not accept the “Final Project Notice” and state the reasons for non-acceptance.

The date on which the Customer notifies the ESCo in writing that it accepts all the Equipment and/or system installed and its operation as 100% complete shall be the Final Notification Date (“Final Notification Date”).

SECTION 2: OWNERSHIP OF PROPERTY

SECTION 2.1: OWNERSHIP OF EQUIPMENT Title to and all ownership interest in the Equipment installed in the Premises pursuant to this Agreement shall pass to the Lessor upon payment in full to ESCo in accordance with Section 8.1, free and clear of any liens, encumbrances, or claims of or by ESCo, its contractors, subcontractors, and suppliers, AS IS, WHERE IS without any warranties either express or implied, except as provided in Schedule B-1, and at no additional cost or charge to Customer, upon acceptance by Customer.

ESCo shall bear all risk of loss to the Equipment which occurs in transit to the Premises and until the ECM Installation Date.

SECTION 2.2: OWNERSHIP OF CERTAIN PROPRIETARY PROPERTY RIGHTS Customer shall acquire no interest under this Agreement in any software, formulas, patterns, devices, secret inventions or processes, or copyright, patent, and other intellectual and proprietary rights or similar items of property which are or may become used in connection with the Equipment. Upon request, Customer will execute an appropriate software license agreement with the ESCo limiting the use of software provided in connection with the Equipment and this Agreement. The provisions of said software license agreement shall not modify any of the terms of this agreement.

SECTION 3: EQUIPMENT LOCATION AND ACCESS

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Customer shall provide mutually satisfactory rent free space for the installation and operation of the Equipment and shall protect such Equipment in the same careful manner that Customer protects its own property. Customer shall provide access, upon prior notice to Customer, to the Premises for the ESCo and its contractors or subcontractors during normal business hours, or such other hours as may be requested by the ESCo to install, adjust, inspect, maintain and repair the Equipment, provided that all procedures, as described in Schedule M, are followed. The ESCo's access to correct any emergency condition shall not be restricted by Customer.

SECTION 4: UPGRADING OR ALTERING THE EQUIPMENT

(a) The ESCo shall have the right to replace, delete or substantially alter any item of Equipment, add additional Equipment, or take other energy saving actions. Such actions shall be recommended to the Customer in writing and shall be subject to Customer's written prior approval, which approval shall not be unreasonably withheld. Replacements, substantial alterations, or additions of Equipment by the ESCo shall belong to and become property of the Customer and shall be a part of the Equipment for purposes of this Agreement.

(b) Any modification to, or any damage, destruction, failure or replacement of, any capital energy related equipment owned by Customer exclusive of Equipment installed under this Agreement and used at the Premises shall be the sole responsibility of Customer, except that where such damage, destruction, modification, failure or replacement is the result of an act or acts of the ESCo, its contractors, subcontractors or suppliers, the ESCo shall correct such damage, destruction, modification, failure or replacement at the ESCo's expense. The compensation payable to the ESCo pursuant to this Agreement is not intended to extend to or impose upon the ESCo any obligation to incur capital costs for equipment used or to be used at the Premises other than such items as are designated and defined as Equipment pursuant to this Agreement, except as otherwise stated in this Section 4(b) and in Schedule M.

(c) ESCo shall bear the cost of any modifications to and/or replacement of Customer's existing equipment whenever the same is reasonably necessary for installation of the new Equipment in accordance with good engineering practice; provided that the Customer shall first approve in writing such modifications to and/or replacement of its equipment.

SECTION 5: STANDARDS OF SERVICE

The ESCo will install the Equipment in such a manner that it will meet the standards of service and comfort (including lighting levels) described in Schedule E, and any amendments thereto throughout the contract term. In the event that the standards are not met, Customer shall notify the ESCo in writing, and shall withhold all payments due after the date of such notification until standards are met. ESCo shall not be liable if the existing Customer equipment, unaffected by ESCo, is insufficient or incapable of meeting standards of service.

SECTION 6: EQUIPMENT MAINTENANCE

SECTION 6.1: PREVENTIVE MAINTENANCE SCHEDULE AND TRAINING Within ninety days of each Installation Date the ESCo will provide the Customer with a preventative maintenance schedule and maintenance manuals for all new Equipment installed for this project, which Equipment is described in Schedule B. The maintenance manuals shall become the property of the City. The maintenance manuals shall detail the maintenance requirements for each system in each building, spreadsheet summary will be required. Three (3) copies and one

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electronic version of each of the manuals will be provided. The ESCo will, where reasonably practicable, coordinate its efforts in this area with the Customer's staff involved with administering the state-wide preventive maintenance program. The ESCo will train Customer personnel to operate and maintain new Equipment installed as part of this project as prescribed in Schedule B.

The ESCo shall provide for each building a list of all major equipment installed, including the manufacturer, brand name, model (if applicable), equipment components, and recommended maintenance procedures for each piece of equipment. Two digital copies shall be provided on CD in Windows compatible spreadsheet format: one copy shall be furnished to City, one to the facility. One printed copy shall be provided to City and one to the facility.

The ESCo shall provide for each building a list of all major products installed, including lights, insulation, ductwork, and other products. The list shall include the manufacturer, brand name, model (if applicable), materials contained in the product, and approximate amount of product installed. Two digital copies shall be provided on CD in Windows compatible spreadsheet format: one copy shall be furnished to City, one to the facility. One printed copy shall be provided to City and one to the facility.

Customer shall be responsible for providing the necessary maintenance, repairs, and adjustments to Customer's existing equipment and for performing maintenance, repairs and adjustments required by the ESCo's preventative maintenance schedule to the Equipment as specified in Schedule B-2. The ESCo shall be responsible for maintenance on Equipment it installs for the Term of this Agreement as detailed in Schedule B-3. Customer agrees to act reasonably to protect the Equipment from damage. Customer further agrees to maintain the Premises in good repair and to protect and preserve the building envelope and the operating condition of all mechanical systems, existing equipment (other than Equipment), and other energy-consuming systems located on the Premises as outlined in Schedules B-2 and B-3. Any existing services agreements for energy management with maintenance providers other than the ESCo are listed in Schedule F.

ESCo shall provide As Built documentation for all equipment installed under this contract.

SECTION 6.2: MAINTENANCE STAFF The ESCo will not install equipment that will require the Customer to hire additional personnel to operate, unless Customer is made aware of the need to hire additional maintenance staff and agrees, in writing, to make that commitment of staff. The ESCo will explain the operation and maintenance requirements of all proposed Equipment to facility personnel.

SECTION 6.3: EQUIPMENT ANALYSIS One hundred and fifty days (150) before the termination date of this Agreement or within thirty (30) days of receipt of an early termination notice pursuant to Section 9.1, the ESCo shall provide Customer with a report analyzing the condition, projected life, and schedule of recommended repairs or replacement to the Equipment installed by the ESCo pursuant to this Agreement.

SECTION 7: CONTRACT TERM

The Term of this Agreement shall begin on the Effective Date, and shall run continuously from such date until the tenth (10) anniversary of the Final Notification Date of this Agreement.

SECTION 8: PAYMENT PROVISIONS AND SAVINGS GUARANTEE

Provided the ESCo is not in default of its obligations hereunder, the ESCo shall be compensated a total of \$ xxxx by Lessor for all services to be provided under this contract. Payments shall be made in accordance with the sections below. Final payment shall not be made until thirty days after the Final Notification Date.

SECTION 8.1: SCHEDULE OF VALUES Prior to the first request for payment, the ESCo shall submit to Customer a schedule of values for the various portions of the work, including quantities, aggregating the Total Project Cost and divided so as to facilitate payment for work. The schedule shall be prepared in such format as the Customer may approve, and shall include data to substantiate its accuracy. When approved by the Customer, it shall constitute the Schedule of Values and shall be used only as a basis for the Contractor's requests for payments.

SECTION 8.2: REQUEST FOR PAYMENT.

(a) The ESCo shall, on a regular basis approved by the Customer, on forms provided and in the manner prescribed by the Customer, submit to the Customer a statement showing the total amount of Equipment installed to the time of such estimate and the value thereof as approved by the Commissioning Agent. Such forms will be similar to the AIA forms for payment documentation. It shall be the sole responsibility of the ESCo to deliver or cause to be delivered to the Commissioning Agent, said periodic estimate in proper form, approved as provided above and mathematically correct. All periodic estimates shall contain such certifications and other evidence supporting the ESCo's right to payment as the Customer may require. The ESCo shall include in such periodic estimate only such materials as are incorporated in the Equipment. The Customer shall retain percent as listed in Section 8.2.e of such estimated value as part security for the completing the installation of the Equipment and shall pay to the ESCo the balance not retained as aforesaid, subject to the approval of the Customer after deducting therefrom all previous payments and all sums to be kept under the provisions of this Agreement.

(b) Each periodic estimate shall constitute the ESCo's representation that (1) the payment then requested to be disbursed has been incurred by the ESCo on account of the installation of the Equipment and is justly due on account thereof, (2) the materials, supplies and equipment for which Application for Payment is being submitted have been installed or have been stored at the Site or at such off Site storage locations as the Customer shall have approved, and (3) the materials, supplies and equipment are insured in accordance with the provisions of this Agreement.

(c) The Customer may make changes in any periodic estimate submitted by the ESCo and the payment due shall be computed in accordance with the changes so made.

(d) The ESCo and all Subcontractors furnishing labor on this Agreement agree to furnish certified payroll reports if requested to do so, at no additional expense. The Customer may at all reasonable times audit such reports.

(e) Customer will pay 100% of the installation work on a progress payment basis up to 80% of the contract price. The remaining 20% will be paid at the Final Notification date. Customer will pay 25% of contract price 30

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days after effective date and remainder based on progress payments as defined above.

SECTION 8.3: GUARANTY OF SAVINGS ESCo guarantees that as a result of the installation of the Equipment, Customer will realize energy cost savings as calculated pursuant to the savings analysis set forth in the Technical Audit and measured and verified pursuant to Schedules C and D ("Baseline" and "Monthly Savings Calculations") each Year for the contract term as follows:

ENERGY COST SAVINGS
(in 2009 Dollars)

Year	Energy Cost Avoidance	Operations & Maintenance Cost Avoidance	Future Capital Cost Avoidance	Annual Project Cost Avoidance
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

For the purpose of this guaranty, the following assumptions and provisions apply:

- (a) Calculations of energy consumption and Energy Cost Savings shall be made pursuant to the savings analysis set forth in the Technical Audit and measured and verified pursuant to Schedules C, D and J;
- (b) "Year" shall mean the twelve (12) month period following the Effective Date, and each consecutive twelve (12) month period thereafter;
- (c) Annual energy consumption shall be adjusted pursuant to Schedule J. The marginal electricity cost, as noted in the (**utility and rate schedule**) contained in Schedule C - Part 3 together with the appropriate rate adjustments as indicated in the Base Year energy and cost data, shall be considered the base amount for all calculations made pursuant to this Section.
- (d) The marginal gas cost, as noted in the (**utility and rate schedule**), dated, contained in Schedule C - Part 3, shall be considered for all calculations made pursuant to this Section.
- e) Detailed descriptions of the sources of and bases for O&M and future capital cost avoidance. Will include a description of the Customer-furnished documentation and information supporting the cost avoidance amounts (e.g., budget line items, invoices, personnel/staffing changes, etc.).]

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If the actual Energy Cost Savings for a Year calculated pursuant to Schedules C, D, and J is less than the Energy Cost Savings guaranteed for that Year as set forth above, ESCo and Customer shall agree to one of the following methodologies for repayment of the savings shortfall: (a) ESCo shall first set off the amount of such shortfall against any unpaid balance Customer then owes to ESCo, (b) pay to Customer the amount of such shortfall, or (c) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer

Additional Improvements. Where an Annual Energy Cost Savings Shortfall has occurred, ESCo may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures (ECM's), at no cost to Customer, which may generate additional Energy Cost Savings in future years of the Guarantee Term.

Customer shall notify ESCo in writing within ninety (90) days of the receipt of the Annual Energy Savings Report from ESCo required by Section 8.3 if Customer determines that the actual Energy Cost Savings for that Year is less than the Energy Cost Savings guaranteed for that Year and shall state the amount due Customer from ESCo. Following a written request notice the ESCo shall pay Customer the amount so stated within thirty (30) days of receipt of such notice from Customer.

SECTION 8.4: CALCULATION OF ENERGY COST SAVINGS; REPORTING Beginning with the Effective Date, ESCo shall calculate Energy Cost Savings for each month and within 60 days of the close of each three month period following the Effective Date, submit a report to Customer summarizing these calculations including an indication of the date measured data was taken and whether it has been updated since the last report. At the end of each Year, in lieu of the fourth quarterly report, ESCo shall submit an annual report to Customer summarizing the Energy Cost Savings for each month of that Year and the total Energy Cost Savings for that Year.

SECTION 8.5: RETROACTIVE ADJUSTMENTS

If at any time within one year after the submission of the Annual Energy Savings Report required by Section 8.3, for any Year, ESCo or Customer learn of any condition existing in the Premises during said Year that would have been taken into account by ESCo in the calculations performed pursuant to Section 8.3 had ESCo learned of the condition prior to the time for any payment pursuant to Section 8.2, ESCo shall recalculate and shall submit to Customer a notice for Customer's review and approval restating the compensation due the Customer for said Year and indicating the amount of ESCo's overpayment or underpayment, as the case may be. When ESCo and Customer have agreed upon an adjustment to compensation, ESCo shall immediately pay Customer any amount due Customer from ESCo or invoice Customer for any amount due ESCo from Customer. If after thirty (30) days the parties are unable to agree upon the adjustment to compensation, the parties will follow Section 38: Dispute Resolution language.

SECTION 8.6: INDEPENDENT AUDIT

Customer shall have the right to retain, at its own cost, an independent commissioning agent to complete and submit to the parties an audit of the calculations of Energy Cost Savings made

pursuant to this Agreement. Any audit so performed must use and incorporate the same methods, procedures, and assumptions as contained in this Agreement and used by ESCo to perform the calculations undergoing an audit pursuant to this Section. Any payments between the parties necessary to resolve any irregularities identified in the audit shall be made within sixty (60) days after submission of the audit to the parties. If, after thirty (30) days the parties are unable to agree upon the adjustment, the matter shall be submitted to non-binding mediation in the State of New Hampshire. The parties shall select a mediator by mutual agreement. The parties shall share equally the cost of the mediator. In the event mediation is not successful, the parties shall be entitled to all remedies available at law or at equity.

SECTION 9: TERMINATION

SECTION 9.1: TERMINATION BY CUSTOMER Customer shall have the right to terminate this Agreement at any time upon one hundred and eighty (180) days prior written Notice thereof to the ESCo. Such termination date shall be named in the Notice. If the ESCo is in material breach of this Agreement and said breach continues for thirty (30) days after written notice by Customer to the ESCo without commencement of a cure and diligent subsequent completion thereof, then Customer shall have the right to terminate this Agreement at any time upon written notice thereof to the ESCo. The date of such termination shall be named in the Notice. Upon termination Customer shall pay to the ESCo an amount equal to the "Termination Value" calculated pursuant to Schedule G in the event of termination pursuant to this paragraph within sixty (60) days. Prior to and independent of such right to terminate, Customer shall have the right to take any emergency actions necessary to protect Customer's property or the ESCo's Equipment and/or correct deficiencies in the ESCo's Equipment, and Customer may charge the ESCo for the costs related to such actions. In the event of termination for material breach, the ESCo shall remove any Equipment not accepted by the Customer and restore that portion of the Premises to substantially the same condition as existed on the Effective Date of this Agreement.

In the event of termination, the ESCo and Customer reserve the right to exercise all remedies available at law or at equity. If the Customer terminates this Agreement, including but not limited to the M&V Services, the ESCo's obligation to meet the Guaranteed Savings shall automatically terminate.

SECTION 9.2: TERMINATION BY ESCO If, (a) Customer assigns the Agreement to any person other than a public or non-profit entity without the ESCo's consent, as described in Section 21, or (b) the Customer fails to pay any undisputed amount required to be paid hereunder within thirty (30) days of receipt of written notice from the ESCo that such amount is overdue except as provided for in Section 8.1, or (c) if the Customer fails to meet its obligations under this Agreement for thirty (30) days after written notice by the ESCo that the Customer is in material breach of its obligations under said sections without commencement of a cure and diligent subsequent completion thereof, then the ESCo shall have the right to terminate this Agreement. The ESCo shall provide Customer with written notice of termination at least ten (10) days prior to the effective date of the proposed termination. . If this Agreement is terminated the ESCo's obligations to meet the Guaranteed Savings shall automatically terminate.

In the event of termination, the ESCo and Customer reserve the right to exercise all remedies available at law or at equity.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule ____, (iii) fails to fulfill any of Customer's Responsibilities, as identified in Schedule ____, necessary to enable

ESCO to complete the work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and ESCo shall have no liability thereunder

SECTION 9.3: SURVIVAL OF RIGHTS In the event that either party terminates this Agreement pursuant to Sections 9.1 or 9.2, any claims arising out of the performance of this Agreement, prior to the effective date of the termination, shall survive termination.

SECTION 9.4: REPAIR AND REPLACEMENTS AFTER TERMINATION For a period of one year after Termination, ESCo guarantees that it will provide Customer with materials, equipment and skilled workers, if determined necessary by Customer, to repair or replace any of the Equipment installed pursuant to this Agreement, provided that ESCo and Customer shall mutually negotiate a reasonable cost for such materials, equipment, and labor required during such one year period.

SECTION 10: NON-APPROPRIATION

(a) Customer reasonably believes the funds can be obtained sufficient to make all payments due to the ESCo under this Agreement. Customer hereby covenants that it will do all things lawfully within its power to obtain and maintain funds from which such payments may be made, including making provisions for such payments to the extent necessary in each annual or supplementary budget submitted for the purpose of obtaining funds, and using reasonable efforts to have such portion of the budget approved. Nothing herein shall obligate the Customer to institute legal action before any court, to commence proceedings before any forum, or to institute proceedings in the nature of mandamus against any public official in attempting to obtain said funds.

(b) In the event that Customer is unable to obtain an appropriation of funds sufficient to discharge Customer's obligations under this Agreement for any fiscal year during the term of this Agreement, Customer shall not be obligated to make any further payments, and this Agreement may be terminated immediately by either Customer or the ESCo, provided that Customer shall make payment to the ESCo for obligations incurred during the period for which funding was included in an annual or supplemental appropriation. If termination due to non-appropriation occurs, then the ESCo may remove any Equipment owned by the ESCo and installed in the Premises provided the ESCo restores the Premises to substantially the same condition that existed on the Effective Date.

SECTION 11: CHANGES AT THE PREMISES

Customer and the ESCo shall cooperate in the identification of significant changes at the Premises which could affect energy use at the Premises, including but not limited to changes in the hours or days during which the Premises are occupied or operated, the activity conducted, the equipment used, the size of the Premises, or malfunctions of energy-consuming equipment. Customer shall inform the ESCo in writing of any significant changes in the property that in aggregate is expected to increase or decrease energy savings by five percent (5%) or more per year.

SECTION 12: ADJUSTMENTS TO ENERGY SAVINGS

(b) (a) If there is any change at the Premises that could materially increase or decrease energy savings and/or energy costs savings the Customer agrees to notify ESCo, within sixty (60) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee that reasonably could be expected to change the amount of Energy Savings realized under this Agreement. Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by ESCo); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises. Such a change or condition need not be identified in the Baseline in order to permit ESCo to make an adjustment to the Baseline and/or the Annual Energy Savings. If ESCo does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay ESCo, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of-pocket expenses, including travel costs. Upon receipt of such notice, or if ESCo independently learns of any such change or condition, ESCo shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide ESCo with notice of any such change or condition, ESCo may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

The parties shall meet and undertake their best efforts to agree on the amount of increased or decreased energy savings and/or energy cost savings attributable to such change. The parties shall adjust the method of calculating energy savings, energy cost savings and/or energy savings guarantee to compensate for such change and shall review, and if necessary, revise the calculations from Schedules C and D accordingly.

SECTION 13: WORKING RELATIONSHIPS BETWEEN THE CUSTOMER AND ESCO DURING PROJECT

(a) The selection of energy conservation measures ESCo will implement at some or all of the Premises are as set forth in Schedule B. Either the Customer or ESCo may propose changes to the scope of work if such changes are agreed upon by both parties and provide energy or water savings. The ESCo may propose a list of any additional measures which it recommends

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(based on a careful engineering survey and discussions with Customer's staff) and which it is willing to construct. Customer may also recommend measures at any time.

- (i) Changes to Scope of Work: At the request of the Customer, the ESCo shall submit documentation necessary for Customer's review which will assist in approving the change in project scope. Such documentation shall include but not be limited to: a cost breakdown for the additional work, energy/water cost savings estimate, a revised cash flow, shop drawings, and a description of the proposed change in project scope.
 - (ii) When submitting a cost analysis for the additional work, ESCo shall use the same methodology as was used in preparation of its original proposal. The cost breakdown shall separate costs into Capital Investment, Supporting Investment, and Overhead and Profit as reported on Schedule B, Total Project Costs spreadsheet of the Agreement. This shall be for a not-to-exceed lump sum fee.
 - (iii) ESCo shall submit a revised cash flow which will document additional energy cost savings and additional costs to the project. At the Customer's request, ESCo shall submit detailed plans and specifications and any other supporting documentation before Customer issues a formal notice to proceed. The Notice to Proceed shall be provided in the form of a contract amendment to the Agreement signed by all parties.
- (b) The sequence and scheduling of the Equipment will be recommended by the ESCo but subject at all times to Customer approval, such approval not to be unreasonably withheld. The ESCo shall submit a Schedule for Installation no later than thirty (30) days after the Effective Date. Customer may interrupt or postpone work whenever concerns for safety or operations require it.
- (c) In the event that the ESCo retains one or more engineering firms to design projects and to support the ESCo and Customer in project management, the ESCo will provide Customer with a written description of the qualifications of each person and firm retained for Customer's approval, such approval not to be unreasonably withheld.
- (d) Prior to the installation of the Equipment, the ESCo shall provide Customer with descriptive literature, specifications and, if appropriate, sample fixtures, lamps, ballasts and other Equipment for Customer approval. Prior to installation of the Equipment, the ESCo shall measure existing conditions, including lighting levels at sample locations throughout affected areas of the facility and submit such information to Customer. Work shall not commence prior to Customer's approval. Documentation and format for Equipment approval will be determined by City and the facility and shall include ESCo submittal in hardcopy including, but not limited to: Equipment description, location key for Equipment, manufacturer cut sheets and shop drawings, if necessary.
- (e) Customer will work with the ESCo to identify areas suitable for test installation. Two weeks prior to final design approval, the ESCo shall perform test installations of mutually agreed upon equipment for selected retrofit types in selected space types. Customer shall inspect each test installation to determine the adequacy of the proposed retrofits.
- (f) Upon approval of test installations, the design will be submitted for Customer approval. The ESCo shall not proceed to install those retrofits submitted for design review until

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the design has received written Customer approval. Such approval shall not be unreasonably withheld or delayed.

(g) Ballasts and other improvements, modifications, or installation of the Equipment shall not cause interference with or have deleterious effects upon the operation of any existing equipment in each building. Customer shall make the final determination governing satisfactory equipment operation. Should Equipment installed under this Agreement cause such interference, it shall be replaced to the Customer's satisfaction at no additional cost to the Customer, subject to Section 12. Customer reserves the right to make necessary alterations to ballasts in specific areas where new equipment is installed and affected by performance of said ballasts.

(h) Weekly meetings of the ESCo and Customer will be scheduled to review progress on each project, agree on any redirection, ensure that good workmanship is maintained, coordinate any outside work with schedules and restrictions, and otherwise maintain quality control. The ESCo will take minutes of each meeting in a manner acceptable to the Customer and distribute such minutes to all attendees and any other persons agreed upon by the parties prior to the next scheduled meeting.

(i) The ESCo shall ensure that a superintendent approved by Customer is on the Premises at all times during installation of the Equipment. Meetings of the ESCo, or the ESCo's agent, and Customer staff will be scheduled, as required, to fix daily work schedules and review daily progress.

(j) Customer shall retain ultimate approvals over scope of work, the qualifications of the ESCo's subcontractors, Equipment installed, and end use conditions. No work will proceed without written consent of Customer; however, such consent shall not be unreasonably withheld or delayed.

(k) The ESCo will provide Customer with duplicate copies of mylar "as-built" drawings, where such drawings are required for permit or design review/compliance purposes, of all modified conditions, excluding repair of existing systems and installation of lighting fixtures, associated with the project conforming to typical engineering standards. All drawings shall be stamped by a registered professional engineer for each corresponding trade if applicable. A detailed inventory of repairs and lighting fixtures shall be provided in lieu of drawings.

(l) Customer shall have reasonable access to inspect both the work conducted on the Premises, during construction and operations phases, and the books, records, and other compilations of data, which pertain to the performance of the provisions and requirements of this Agreement. Records shall be kept in accordance with generally accepted accounting principals, and calculations kept on file in legible form. Customer shall provide the ESCo with reasonable notice prior to exercising its rights under this subparagraph and the ESCo shall be afforded a reasonable opportunity to make books, records and data available.

(m) The ESCo shall comply with and obtain at its expense all building permits required by state and local law in connection with the installation, operation and maintenance of the energy conservation measures (ECM) detailed in this Agreement. Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the work or the ownership and use of the ECMs. ESCo shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other

requirement unless the same expressly regulates the installation of the ECM. . Customer shall make good faith, reasonable efforts to assist the ESCo in obtaining all necessary building permits and approvals for installation of the Equipment; except that neither party shall thereby be obligated to commence or participate in legal action in any court or institute or participate in any proceedings before any board, authority, or other forum to assist in obtaining such permits or approvals. The ESCo shall provide copies of all licenses and building permits requested by Customer prior to the commencement of work. All fees associated with such permits and with any inspections required in connection therewith, shall be payable by the ESCo.

(n) The ESCo will be responsible for compliance with all applicable codes, laws, and regulations in effect at the time of installation of each project, to the extent that they relate specifically to the installation of the ECM. The ESCo is not required to correct any currently existing code violations in Customer's equipment unless detailed specifically in this Agreement. Reasonable care will be used in installation, particularly in older buildings, to maintain the integrity of existing structural, mechanical and electrical systems.

(o) For purposes of this Agreement, the City Manager of City or his/her designee, in consultation with the (user agency official), or his/her designee, shall be authorized to provide approvals, consent, acceptance, or any other procedural authorization related to the installation of the Equipment required to be provided by Customer to the ESCo under this Agreement. Customer reserves the right to salvage any equipment replaced by ESCo, provided that no utility incentive program prohibits said salvage.

(q) Customer shall provide adequate space for the ESCo's office and necessary storage. The ESCo will be responsible for any hook-up of utilities including but not limited to telephone and electric. Upon completion of construction, site shall be restored by the ESCo to its original condition.

(r) Due to the operating hours of the Premises, 2nd and 3rd shift work may be required during the installation of the Equipment. Scheduling of work during peak operating hours shall be subject to Customer's reasonable approval. Security shall be provided by Customer as needed at Customer's cost if such shifts are upon the request of the Customer. Additional security costs required by the ESCo's schedule shall be borne by the ESCo.

SECTION 14: WASTE MANAGEMENT

SECTION 14.1: CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

The ESCo will be responsible for proper disposal of construction demolition debris. These wastes are all uncontaminated waste building materials and rubble resulting from the demolition of buildings, pavements, roads or other structures. Construction and demolition (C&D) wastes include, but are not limited to; concrete, bricks, lumber masonry, rebar, and plaster.

ESCo is encouraged to salvage or recycle at least 50% by weight of C&D wastes including brick, concrete, masonry, wood and scrap metal which are free from asbestos and/or hazardous materials. The ESCo shall transport salvaged items from the site as they are removed. Under no circumstances shall salvaged items be stored or sold onsite.

ESCo shall submit to the Customer a C&D Waste Management Plan within twenty-one (21) calendar days after the Effective Date. The Plan shall contain the following:

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- (a) Analysis of the proposed job site waste to be generated, including types and rough quantities.
- (b) Landfill Options: The name of the landfills where solid waste and demolition debris will be disposed.
- (c) Landfill Certification: ESCo's statement of verification that the landfills proposed for use are licensed for the types of waste to be deposited and sufficient capacity to receive waste from this project.
- (d) Alternatives to landfilling: A list of each material proposed to be salvaged or recycled during the course of the project.
- (e) Materials Handling Procedures: A description of the means by which any waste materials identified above will be protected from contamination, and a description of the means to be employed in recycling and disposing of the above materials consistent with requirements for acceptance by designated facilities.
- (f) Transportation: A description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site) and other wastes, and destination of materials.
- (g) The ESCo shall determine the method, nature, and condition of all materials and dispose, reclaim, or recycle in accordance with all Federal, State, and local rules and regulations.

SECTION 14.2: HAZARDOUS WASTE MANAGEMENT

The Customer will be responsible for proper disposal of all ballasts containing or suspected of containing PCBs and fluorescent lamps containing mercury.

Asbestos-Containing Materials: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Customer shall supply ESCo with any information in its possession relating to the presence of ACM in areas where ESCo undertakes any work or M&V Services that may result in the disturbance of ACM. It is ESCo's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid ESCo in obtaining such certification from facility owners in the case of buildings that Customer does not own, if ESCo will undertake work or M&V Services in the facility that could disturb ACM. If either Customer or ESCo becomes aware of or suspects the presence of ACM that may be disturbed by ESCo's work or M&V Services, it shall promptly stop the work or M&V Services in the affected area and notify the other. As between Customer and ESCo, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before ESCo continues with its work or M&V Services, unless ESCo knew or should have known that ACM was present and acted negligently, in which case (i) ESCo shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM after ESCo's remediation has been completed.

Other Hazardous Materials: ESCo shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it engages in providing work or M&V Services (“ESCo Hazardous Materials”) and for the remediation of any areas impacted by the release of ESCo Hazardous Materials. For other Hazardous Materials that may be otherwise present at Customer’s facilities (“Non-ESCo Hazardous Materials”), Customer shall supply ESCo with any information in its possession relating to the presence of such materials if their presence may affect ESCo’s performance of the work or M&V Services. If either Customer or ESCo becomes aware of or suspects the presence of Non-ESCo Hazardous Materials that may interfere with ESCo’s work or M&V Services, it shall promptly stop the work or M&V Services in the affected area and notify the other. As between Customer and ESCo, Customer shall be responsible at its sole expense for removing and disposing of Non-ESCo Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-ESCo Hazardous Materials, unless ESCo had actual knowledge that Non-ESCo Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (i) ESCo shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Non-ESCo Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Non-ESCo Hazardous Materials that have not been released and for releases not resulting from ESCo’s performance of the work or M&V Services. For purposes of this Agreement, “Hazardous Materials” means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. “Hazardous Materials” specifically includes mold and lead-based paint and specifically excludes ACM. ESCo shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of pre-existing mold, unless ESCo causes the condition.

Environmental Indemnity: To the fullest extent permitted by law, Customer shall indemnify and hold harmless ESCo and ESCo’s subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, , causes of action or liability, directly or indirectly, relating to or arising from the Customer’s use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-ESCo Hazardous Materials on, under or about the facilities, or Customer’s failure to comply with this Section.

SECTION 14.3: MERCURY CONTAINING MATERIALS

The ESCo shall install only mercury-free thermostats. In addition, the ESCo shall install mechanical and electrical equipment and appliances that have switches and/or gauges that do not contain mercury. If mercury free items are not available, the ESCo must ensure that all mercury containing parts must be clearly labeled with durable labels as to the mercury content.

SECTION 15: MANAGEMENT OF THE SERVICES

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(a) The Customer shall provide access to the Premises for the ESCo its employees, agents, and subcontractors, during normal business hours, or such other hours as may be required by the ESCo, for the purpose of carrying out the ESCo's obligations under this Agreement.

(b) Customer shall monitor performance of the Equipment to the extent reasonably necessary to ensure proper performance of this Agreement.

(c) Customer shall use and operate the Equipment in accordance with operating procedures provided by the ESCo and agreed upon by the Customer.

(d) Customer shall not move, turn off, or otherwise change any Equipment without the consent of the ESCo unless such action is in accordance with the operating procedures provided by the ESCo under Paragraph (c) of this Section or is required in connection with the ordinary and reasonable operation and maintenance of the Premises; provided, however, that, upon two days notice to the ESCo, Customer may take any such action as may be necessary to ensure compliance with state and federal law and all regulations thereunder and with all professional codes and guidelines applicable to it and to otherwise preserve the health and safety of persons. In the event that Customer determines an emergency situation exists, Customer shall be authorized to take the corrective measures it deems appropriate, provided that Customer informs the ESCo at its earliest opportunity, to be no more than two days after corrective measures have been implemented.

SECTION 16: MODIFICATION OF THE SERVICES

The ESCo may, subject to the prior written approval of the Customer and Lessor, if applicable, repair, replace, modify, or otherwise change the Services or Equipment provided pursuant to this Agreement whenever the ESCo determines that such action is desirable to maintain or increase energy savings, such approval not to be unreasonably withheld.

SECTION 17: Latent Physical Conditions

If, during the progress of the work, the ESCo or the Customer discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those indicated in the contract documents or apparent upon reasonable inspection of the Premises, whether such an inspection was carried out or not, or from those ordinarily encountered and generally recognized as inherent in work of the character provided for under this Agreement, either the ESCo or the Customer may request an equitable adjustment in the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party within thirty (30) days after such conditions are discovered or reasonably should have been discovered. Upon receipt of such a claim from the ESCo, or upon its own initiative, the Customer shall make an investigation of such physical conditions, and, if they differ substantially or materially from those indicated in the contract documents or apparent upon reasonable inspection of the Premises, whether such an inspection was carried out or not, or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the Customer and ESCo shall use reasonable efforts to agree on an equitable adjustment in this Agreement and this Agreement shall be modified in writing accordingly.

SECTION 18: LEGAL OR EQUITABLE REMEDIES

No right or remedy conferred upon or reserved to the parties by this Agreement excludes any other rights or remedies provided by law or equity nor restricts the parties' rights to exercise any other such right or remedy.

SECTION 19: SUBCONTRACTORS

The ESCo may use subcontractors in meeting its obligation hereunder provided that in each case, the ESCo remains fully liable for all work under contract. Subcontractors shall be selected by the ESCo and approved by Customer prior to ESCo proceeding to implement the Work under this Agreement. Customer reserves the right to reject any subcontractors, such right not to be unreasonably exercised. The ESCo shall pay or cause payments to be made for all labor performed or furnished and for all materials used or employed in carrying out this Agreement.

SECTION 20: NEW HAMPSHIRE AND UNITED STATES MANUFACTURERS

The contractor is encouraged to give preference in the purchase of supplies and materials, other considerations being equal, in favor, first, of supplies and materials manufactured and sold within the State, and second, of supplies and materials manufactured and sold elsewhere within the United States in performing the work under this Agreement.

SECTION 21: NOTICES

(a) Unless a party is instructed otherwise by a notice properly given hereunder, all notices and other communications given or made under this Agreement shall be effective only when given or made by personal delivery or by certified mail, return receipt requested, directed as follows:

(i) In the case of a notice or other communication to the ESCo:

Jim Cotton
Johnson Controls
39 Salem Street
Lynnfield, MA 01940

(ii) In the case of a notice or other communication to the City:

City Manager
City of Dover
288 Central Avenue
Dover, New Hampshire 03820

Copy to : Community Services Director
City of Dover
275 Mast Road
Dover, New Hampshire 03820

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(b) This Section shall not apply to reports, bills, or payments sent by one party to the other which may be sent by ordinary mail.

SECTION 22: ASSIGNMENT

(a) Customer shall not assign, transfer, or otherwise dispose of this Agreement, or any interest therein, without the ESCo's prior written consent, which consent shall not be unreasonably withheld, provided that no such consent shall be required if such assignment is made in connection with the transfer of the Premises to another public or non-profit entity.

(b) The ESCo may not assign, pledge or encumber its rights hereunder in whole or in part without the prior written consent of the Customer except to an institutional lender, provided no such assignment shall affect Customer's rights or the ESCo's obligations hereunder.

SECTION 23: FORCE MAJEURE

Neither the ESCo nor Customer shall be responsible for any failure to fulfill, or any delay in fulfilling, its obligations hereunder if such failure or delay is due to storm, flood, or other Act of God, or to fire, war, rebellion, scarcity of water, material shortage, insurrection, riots, strikes, or is the result of some order, rule or regulation of any federal, state, municipal, or other governmental agency. The period of performance under this Agreement shall be extended by a period equal to the delay caused by such force majeure.

SECTION 24: PARTIAL INVALIDITY

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

SECTION 25: CERTIFICATION BY ESCO

If Customer so requests in writing, the ESCo shall certify to Customer, on a monthly basis, that payments owed by the ESCo to subcontractors and not under dispute have been paid in a timely fashion and that the ESCo has satisfied its current payment obligations regarding the Equipment.

SECTION 26: AMENDMENTS

No amendment hereto shall be effective unless evidenced in writing and signed by all parties.

SECTION 27: REPRESENTATION AND WARRANTIES

Each party hereto represents and warrants to the other that (i) it has adequate power and authority to conduct its business as presently conducted or contemplated hereby to be conducted by it, to enter into this Agreement and to perform its obligations hereunder and (ii) this Agreement has been duly authorized, executed and delivered by it and does not contravene any law, rule or regulation applicable to it.

SECTION 28: APPLICATION OF NEW HAMPSHIRE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire. Venue of all court matters shall be Strafford County Superior Court , New Hampshire.

SECTION 29: APPLICATION AND SURVIVAL OF CERTAIN PROVISIONS

All provisions of this Agreement providing for limitation of or protection against liability and the parties' rights to payments and remedies on default shall apply to the full extent permitted by law. All of said provisions and the representation of each party shall survive termination or cancellation of this Agreement.

SECTION 30: OWNERSHIP OF DOCUMENTS

Except as provided in Section 2.2, a copy of all drawings, reports and materials prepared by the ESCo, its agents and subcontractors, specifically in performance of the Agreement, shall become the property of the Customer and shall be delivered to the Customer as needed or at the termination of this Agreement.

SECTION 31: ANTI-BOYCOTT COVENANT

The ESCo warrants, represents and agrees that during the time this Agreement is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by the State of New Hampshire General Laws. If there shall be a breach in the warranty, representation and agreement contained in this Paragraph, then without limiting such other rights as it may have, Customer shall be entitled to rescind this Agreement. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the ESCo or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the ESCo.

SECTION 32: ACCESS TO ESCO'S RECORDS

The City shall have the right at reasonable times and upon reasonable notice to examine the books, records, and other compilations of data of the ESCo which pertain to the performance and requirements of this Agreement.

SECTION 33: INDEMNIFICATION

The ESCo agrees to, indemnify, and hold harmless the Customer, its officers, agents, and employees from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses (including reasonable attorneys' fees), suits, actions, or damage ("Claims") arising by reason of bodily injury, death, or damage to property sustained by any person or entity to the extent caused by or sustained as a result of the negligence or willful misconduct of the ESCo, its officers, agents, subcontractors, or employees, provided also that the ESCo shall not defend, indemnify, hold harmless the Customer from and against any claim caused by or sustained as a result of the negligence or willful misconduct of the Customer. Customer shall provide timely notice to the ESCo after receipt by Customer of any claim covered by this Section.

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The Customer agrees to, indemnify, and hold harmless the ESCo, its officers, agents, and employees from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions, or damage ("Claims") arising by reason of bodily injury, death, or damage to property sustained by any person or entity to the extent caused by or sustained as a result of the negligence or willful misconduct of the Customer, its officers, agents, subcontractors, or employees, provided also that the Customer shall not defend, indemnify, hold harmless the ESCo from and against any claim caused by or sustained as a result of the negligence or willful misconduct of the ESCo. ESCo shall provide timely notice to the Customer after receipt by ESCo of any claim covered by this Section.

SECTION 33A: LIMITATION OF LIABILITY

NEITHER ESCO NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE IMPROVEMENT MEASURES, THE PREMISES, THE M&V SERVICES, OR OTHERWISE. WITHOUT LIMITING ESCO'S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, ESCO'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY RECEIVED BY ESCO. { This is still under review } If this Agreement covers fire safety or security equipment, Customer understands that ESCo is not an insurer regarding those services, and that ESCo shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between ESCo and Customer, and each party acknowledges that ESCo would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

SECTION 34: ESCO'S INSURANCE

SECTION 34.1: Insurance Generally.

A. The ESCo shall purchase and maintain insurance of the type and limits listed in this Section with respect to the operations as well as the completed operations of this Agreement. This insurance shall be provided at the ESCo's expense and shall be in full force and effect until the Final Notification Date or for such longer period as this Section requires.

B. All policies except for Professional Liability insurance shall be written on an occurrence basis. All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the State with a financial strength rating of A- or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Customer, or otherwise acceptable to the Customer.

C. ESCo shall submit three originals of each certificate of insurance, acceptable to the Customer, simultaneously with the execution of this Agreement. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates. Certificates shall show City, and anyone else the Customer requests as an additional insured as to all policies of liability insurance with respect to liability arising out of operations performed for them by or on behalf of ESCO, but only to the extent of damages directly caused by the negligence of ESCO. Certificates shall specifically note the following:

- that the automobile liability, and commercial general liability policies include the Customer as additional insureds.
- that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this Agreement.
- that the Builders' Risk or Installation Floater is on an all risk basis and includes Customer as loss payee as their interest may appear and ESCo as named insured.
- that none of the coverages shall be cancelled, unless and until 30 days prior notice is given in writing to the Customer.

ESCO shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Customer shall at all times possess certificates indicating current coverage.

D. The ESCo shall file one complete copy of all endorsements with the Customer within sixty days after the execution of this Agreement. If the Customer is damaged by the ESCo's failure to maintain such insurance and to comply with the terms of this Article, then the ESCo shall be responsible for all costs and damages to the Customer attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Agreement, whether by the insurer or the insured, which adversely affects the interests of the Customer shall not be valid unless written notice thereof is given to the Customer at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

F. The ESCo is responsible for the payment of any and all deductibles under all of the insurance required below. The Customer shall not in any instance be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

SECTION 34.2: ESCo's Commercial General Liability.

A. The ESCo shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The policy shall provide the following coverage to protect the Contractor from claims with respect to the operations performed by ESCo and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable unless a higher coverage is specified in Schedule H to the Agreement, in which case the ESCo shall provide the additional coverage:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
Products & Completed Operations	\$2,000,000 general aggregate
Personal & Advertising Injury	\$1,000,000 annual aggregate
Medical Expenses	\$1,000,000 each occurrence
	\$5,000 any one person

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B. This policy shall include coverage relating to explosion, collapse, and underground property damage.

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after the Final Notification Date and acceptance by the Customer. The ESCo shall provide renewal certificates of insurance to the Customer as evidence that this coverage is being maintained.

E. If the Equipment installed includes work to be performed within 50 feet of a railroad, any exclusion for liability assumed under contract for work within 50 feet of a railroad shall be deleted.

F. This policy shall include the Customer and anyone else requested by the City as additional insureds for ongoing operations and for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds unless any loss, claim or action is caused by the negligence of an additional insured.

SECTION 34.3: Automobile Liability.

A. The ESCo shall purchase and maintain the following coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Schedule H to the Agreement, in which case the ESCo shall provide the additional coverage:

Bodily Injury & Property Damage \$1,000,000 combined single limit

B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Schedule H to the Agreement, the ESCo, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.

C. The policy shall name the Customer as an additional insured.

Section 34.4 Omitted

SECTION 34.5: Worker's Compensation.

A. The ESCo shall provide the following coverage unless a higher coverage is specified in Schedule H to the Agreement, in which case the ESCo shall provide the higher coverage:

Worker's Compensation	Statutory limits
Employer's Liability	\$ 500,000 each accident
	\$ 500,000 disease per employee
	\$ 500,000 disease policy aggregate

B. If specified in Schedule H to the Agreement, the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USL&HW) or Maritime Liability for \$1,000,000/\$1,000,000.

C. The policy shall contain a Waiver of Subrogation in favor of the Customer.

SECTION 34.6: Builder's Risk/ Installation Floater/Stored Materials.

A. The ESCo shall purchase and maintain coverage against loss or damage on all Work included in this Agreement in an amount equal to the Total Capital Investment. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, windstorm, falsework temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for ESCo's services and expenses required as a result of such insured loss. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C.** below.

B. When Work will be completed on existing buildings owned by the Customer, the ESCo shall provide an installation floater, in the full amount of the Total Capital Investment. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for ESCo's services and expenses required as a result of such insured loss. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C.** below.

C. The ESCo shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Loss or damage to such material while stored at an off Site location shall be forthwith replaced by the ESCo at no expense to the Customer.

D. The policy or policies shall specifically state that they are for the benefit of and payable to the ESCo for the furnishing of labor or labor and materials for the installation of Equipment, and the Customer as its interests may appear.

E. Coverage shall include any costs for work performed by the ESCo's Designer or any consultant as the result of a loss experienced during the term of this Agreement.

F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Customer.

G. Coverage shall be maintained until Final Notification Date and final payment has been made.

H. A loss under the property insurance shall be adjusted by the ESCo and made payable to the ESCo.

SECTION 34.7: Umbrella Coverage.

The ESCo shall provide Umbrella Coverage in form at least as broad as primary coverages required by Sections 34.2, 34.3 and 34.5 in the following amount unless a higher amount is specified in Schedule H to the Agreement, in which case the ESCo shall provide the higher amount:

<u>Contract Price:</u>	<u>Limit of liability:</u>
Under \$1,000,000	\$2,000,000 per occurrence
\$1,000,001 -- \$5,000,000	\$5,000,000 per occurrence

SECTION 34.8: Professional Liability Insurance.

The ESCo's Designer shall maintain Professional Liability Insurance (PLI) covering errors or omissions in professional services in the following amount unless an alternate amount is specified in Schedule H to the Agreement:

Liability limit	\$5,000,000 per claim and in the aggregate
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If the policy is claims-made, it shall include a retroactive date which is no later than the effective date of this contract, and an extended reporting period of at least six years which requirement can be met by providing renewal certificates of insurance to the Customer as evidence that the PLI coverage is being maintained.

If the installation of Equipment work involves the removal or remediation of Hazardous Materials and/or the ESA or the Final Audit require the ESCo's Designer to provide services in connection with Hazardous Materials conditions, the Designer's PLI policy, and the PLI policy of any Subconsultant employed on such Hazardous Material services, shall provide coverage for any and all claims and liability arising out of any negligent act, error or omission in the performance of any such Hazardous Material services

Prior to commencement of work on this contract, the policy form shall be submitted to the Customer for review. The ESCo shall file one complete copy of all endorsements with the Customer.

SECTION 34.9: Additional Types of Insurance .

The ESCo shall provide such other types of insurance as may be required in Schedule H to this contract.

SECTION 35: (THIS SECTION RESERVED FOR FUTURE USE.)

SECTION 36: BONDS

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1. ESCo shall provide Customer, , the following bonds, as attached hereto in Schedule L:

a) Installation Period Bonds. The ESCo shall provide performance and payment (labor and materials) bonds using the attached forms, executed by a surety licensed by the State of New Hampshire Division of Insurance and whose name appears on United States Treasury Department Circular 570. Each such bond shall be in the amount of the Total Capital Investment.

b) If at any time prior to final payment to the ESCo, the Surety:

-is adjudged bankrupt or has made a general assignment for the benefit of its creditors;

-has liquidated all assets and/or has made a general assignment for the benefit of its creditors;

-is placed in receivership;

-otherwise petitions a state or federal court for protection from its creditors; or

-allows its license to do business in New Hampshire to lapse or be revoked;

then the ESCo shall, within 21 days of any such action listed above, provide the Customer with new performance and payment bonds as described in Paragraph A above. Such bonds shall be provided solely at the ESCo's expense.

2. Post-Installation Bonds. ESCo shall submit to Customer prior to Final Payment under this Energy Services Agreement the following post-installation securities in a form acceptable to the General Counsel of the Division of Capital Asset Management:

a) A Letter of Credit, Bond, or equivalent security, in a sum not less than \$xxx (*the value of maintenance provided over the term of the contract*) for the full Term of this Agreement, that shall relate to the cost for providing maintenance and/or minor modifications of the Equipment referenced in (a) above. If the Customer determines that ESCo has failed to meet its obligations under this Agreement for maintenance and minor modifications, the Customer will notify the Bank issuing the Letter and the funds shall be made available to the Customer. If the Scope or work under this Agreement is extended, payment and performance bonds for the full value of such work shall be provided by the ESCo.

b) Corporate guarantee (parent or third party) Efficiency Guarantee, or other equal form of security, shall be for the full term of this Agreement in the sum of the Customer's share of the Dollar Estimate of the Guaranteed Savings pursuant to Section 8.2 of this Agreement.

SECTION 37: ESCO'S ACCOUNTING METHOD REQUIREMENTS

1. The words defined herein shall have the meaning stated below whenever they appear in this Section:

a) "Contractor" means the ESCo.

b) "Contract" means this Agreement.

c) "Records" means books or original entries, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

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- d) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.
 - e) "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a CERTIFIED opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
 - f) "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which s/he has made and sets forth his/her opinion regarding the financial statement for the most recent completed fiscal year as set forth in Paragraph (d) below.
 - g) "Management," when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.
 - h) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.
2. The Contractor shall file with City, a statement of management as to whether the system of internal accounting controls of the contractor and its subsidiaries reasonably assures that:
- a) transactions are executed in accordance with management's general and specific authorization;
 - b) transactions are recorded as necessary
 - (i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and
 - (ii) to maintain accountability for assets;
 - c) access to assets is permitted only in accordance with management's general or specific authorization; and
 - d) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.
3. The Contractor shall also file with City a statement prepared and signed by an independent certified public accountant, stating that s/he has examined the statement of management on internal accounting controls, and is expressing an opinion as to:

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- a) whether the representations of management in response to this paragraph are consistent with the result of management's evaluation of the system of internal accounting controls; and
 - b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Contractor's financial statements.
4. The Contractor shall annually file with City during the term of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.

SECTION 38: DISPUTE RESOLUTION

. All disputes shall initially be resolved by non-binding mediation in the State of New Hampshire. The mediator shall be selected by mutual agreement of the parties. The parties shall equally share the cost of the mediator. If the mediation is unsuccessful, both parties are entitled to pursue all remedies available at law and in equity. The venue of all court actions shall be the Strafford County Superior Court in New Hampshire.

SECTION 39: INDEPENDENT CONTRACTOR

Except as specifically provided elsewhere in this Agreement, nothing shall be construed as reserving to Customer any right to exercise any control over or to direct in any respect the conduct or management of business or operations of the ESCo on the Premises. The entire control or direction of such business and operations shall be in and shall remain in the ESCo, subject only to the ESCo's performance of its obligations under this Agreement. Neither the ESCo nor any person performing any duties or engaged in any work on the Premises on behalf of the ESCo shall be deemed an employee or agent of Customer.

SECTION 40: Reserved

SECTION 41: ENFORCEMENT

Failure to insist on strict performance of the terms of this Agreement does not waive either party's right to do so in the future.

SECTION 42: SCHEDULES

The attached schedules A through O are hereby incorporated into this Agreement.

SECTION 43: CONTRACT SIGNATURES

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed in quadruplicate on the dates set forth below (the last of which shall be considered the date of execution hereof) by their duly authorized representatives.

ESCO

City of Dover, NH

Name _____

Name _____

By _____

By _____

Title _____

Title _____

Date _____

Date _____

SCHEDULE A: DESCRIPTION OF THE PREMISES

The project includes the following:

– (–) is located in Dover, New Hampshire. The buildings to be addressed under this Agreement are:

List Buildings here

SCHEDULE B: DESCRIPTION OF ENERGY CONSERVATION MEASURES AND EQUIPMENT

The ESCo shall, upon Customer's approval, implement the following energy conservation measures (Energy Conservation Measures - ECMs), as identified in the final energy audit, on the Premises and shall acquire, install, and manage the Equipment associated with each ECM. The ESCo shall provide to Customer a detailed listing of all Equipment required to be installed pursuant to each ECM upon completion of all necessary engineering and detail design requirements. The list of Equipment required for each ECM shall be attached hereto as an exhibit and made a part of this Schedule B.

Refer to the Final Technical Audit (Schedule I) for more detailed descriptions of each of the energy conservation measures.

List Energy Conservation Measures here.

The ESCo will work with the Customer to identify additional Energy Conservation Measures for inclusion under this Agreement.

SCHEDULE B-1: EQUIPMENT WARRANTY

WARRANTY

For a period of one year from the ECM Installation Date, if any part of the Equipment shall in the reasonable opinion of the Customer require replacing or repairing, or damage to the premises is caused by the negligence of ESCo during the Equipment Installation period, the Customer will notify the ESCo to make the required repairs or replacements and repair such damage. If the ESCo shall neglect to commence such repairs or replacements to the satisfaction of the Customer within ten (10) days from the date of notice, then the Customer may employ other persons to perform the Work and the ESCo shall pay to the City all amounts which the Customer expends for such repairs and/or replacements. Please note the following exceptions:

LAMPS: Replacement of failed lamps for 24 months after the Installation Date. ESCO shall provide a 2% replenishable stock of all lamp types upon the Installation Date. Provided that the Customer shall furnish to ESCo all failed lamps and a listing of their location according to a procedure established by ESCo and the Customer, ESCo shall provide the Customer with replacement lamps for all lamps that fail after the Installation Date and prior to the end of this warranty period. Installation of replaced lamps shall be provided By Customer.

BALLASTS: Replacement of failed ballasts for 60 months after the Installation Date. ESCo shall provide a 2% replenishable stock of all ballast types upon the Installation Date. The Customer shall furnish to ESCo all failed ballasts and a listing of their location according to a procedure established by ESCo and the Customer. Customer shall receive a credit of \$10, to cover installation costs, from ESCo per failed ballast replaced by the Customer during the warranty period. All failed ballasts will be returned to ESCo at which time ESCo will add one ballast to the 2% replenishable stock. Installation of replaced ballasts shall be provided by the Customer.

MAJOR EQUIPMENT: ESCO shall provide an annual contract for the maintenance and replacement of major equipment installed under this contract.

ESCO will respond to a repair or replacement of the critical service Equipment as soon as reasonable and practicable, but no later than 24 hours, and within 48 hours for non-critical Equipment. The list of critical Equipment will be defined upon completion of the installation.

If ESCo installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, ESCo will transfer the benefits of such warranty to Customer. The foregoing remedy with respect to the work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims. Customer agrees that the one (1) year period following the ECM Installation Date, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the work. These exclusive remedies shall not have failed of their essential purpose so long as ESCo transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above. **NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY ESCO.** This warranty does not extend to any

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work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of ESCo. Except with respect to goods or equipment manufactured by ESCo and furnished to Customer hereunder, for which ESCo shall provide its express written manufacturer's warranty, ESCo shall not be considered a merchant or vendor of goods or equipment. If a merchant or vendor of goods or equipment asserts a claim or defense that the installation of the equipment did not conform to the manufacturers specifications, ESCo warrants that the installation of equipment was made according to the manufacturers specifications and requirements.

SCHEDULE B-2: MAINTENANCE PROCEDURES/ROUTINES REQUIRED FOR PREMISES BY –

Customer shall operate, maintain and repair the Equipment in accordance with the maintenance manuals provided by ESCo.

Customer's maintenance staff shall perform routine maintenance on the Equipment installed by ESCo for this project after the Schedule B-1 Warranty period.

If Customer is unable to perform routine maintenance on the Equipment due to unforeseen fiscal or staffing constraints, Customer and ESCo shall mutually agree upon an appropriate adjustment to energy savings as detailed in Schedule C: Part I and Schedule D.

ESCO shall provide all required maintenance procedures to be completed by the Customer for each ECM. Customer by completing these procedures shall be in compliance with the required maintenance as listed in section 12.

SCHEDULE B-3: MAINTENANCE PROCEDURES/ROUTINES REQUIRED FOR PREMISES BY ESCO

ESCO will be responsible for all maintenance and warranty responsibilities and costs for all newly installed Equipment as follows:

- ◆ **Fill in this section**

SCHEDULE C: BASELINE

PART I: BASELINE DEVELOPMENT PROCEDURE

Introduction Each month, the energy savings will be calculated by comparing the current month's consumption with a projection of what would have been consumed if no conservation had been undertaken. The projection will be developed by applying correction factors to the base year usage to account for changes in weather, occupancy and schedule (and other variables approved by all parties). The cost avoidance will be based on current marginal costs.

The following sections define the base year and describe the methods for obtaining consumption data, development of the temperature correlation, corrections for changes in configuration and operation.

Base Year The base year shall be based upon the Final Energy Audit (Schedule I) which determines the energy consumption and cost in the project buildings and existing equipment, as approved by Customer. These base-year data, which will become part of the contract, represent energy consumption by the facility and existing equipment as configured and operated before the beginning of this Agreement.

Sources of Data For each month of the base year and each month during the Term of this Agreement, data shall be obtained, depending on the measurement and verification plan, as follows:

1. ECM Baseline.

For energy conservation measures that the M+V plan identifies as requiring either partial measurement retrofit isolation or retrofit isolation, a baseline consumption of the existing equipment is to be established using the measurement and calculation procedure defined in the M+V plan. The calculation should identify all parameters that affect the consumption and justify which are to be stipulated by showing that the total impact of possible stipulation errors is not significant to the resulting savings.

2. Whole Facility Energy Baseline.

The following procedures for gathering whole-facility-baseline energy data are to be followed for all projects. The facility baseline shall be used for calculation of monthly energy savings if required by the M+V plan. City and the user agency reserve the right to request reconciliation of annual savings estimates with those based on the facility baseline and current utility bill data (any cost to ESCo of such reconciliation shall be agreed to at time of request and paid by City and/or user agency).

a. Oil. The method used to determine monthly oil usage will depend to a large extent on the data available for the base year. One of the following methods shall be used:

i. If oil usage is reliably metered and if meter readings are available for the base year, monthly meter readings shall be used to determine oil usage. Metered usage shall be checked for accuracy against deliveries for the base year and at least twice annually during the Term of this Agreement.

ii. If tank level readings are available for the base year, the monthly oil usage shall be determined by subtracting the end-of-month level from the beginning-of-month level and adding deliveries which occurred during the month all corrected to 60 degrees F.

iii. If neither meter data nor tank level data are available for the base year, the base year monthly usage shall be developed from deliveries by assuming a constant daily usage between deliveries and, if applicable, allowing for no usage during a summer shutdown. During the term of the contract, monthly oil usage shall be determined from tank level readings or monthly meter readings as described above.

b. Electricity. Electricity usage data shall be obtained from electricity bills. Since meters are not usually read on the same day each month, monthly usage shall be determined by apportioning billed usage assuming a constant daily usage between meter readings. Usage for most months will, therefore, be derived from two bills, one of which will usually predominate. Before the start of the contract, based on customary billing dates, the parties will agree which bill to consider predominant.

The cost used for savings calculations will be based on the rate in effect for the predominant bill, and the demand will be the billed demand from the predominant bill.

If the facility is billed on a time-of-use rate, the on-peak and off-peak usage components shall be treated as two separate energy sources.

c. Natural Gas. Natural gas usage data shall be obtained from the utility bills as for Electricity, above.

d. Water and Sewer. Water and sewer usage shall be determined by bills provided by water and sewer providers respectively.

3. Calibrated Simulation Baseline.

For components of facility that are identified in the M+V plan as requiring a calibrated simulation to establish a savings estimate, a computer simulation to be calibrated with metered energy use data from the post retrofit conditions shall be used to establish a monthly baseline energy consumption. This method should only be used when it is not possible to obtain an accurate measure of energy use in the base year.

4. Weather. Weather data shall be mean monthly temperature obtained from the National Oceanic and Atmospheric Administration (NOAA) in **Dover, NH**.

Temperature Correlation Before the Term of this Agreement begins, monthly usage data for each energy source shall be developed as described above for the base year and, if the configuration and operation of the facility have not changed significantly, for one or two previous years. Monthly weather data shall be obtained from NOAA for the same time period. Plots shall be drawn showing weather data on the horizontal axis and monthly usage on the vertical axis. Temperature correction factors (TCF) for each source for each month shall be developed by inspection of these plots by both parties.

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Correctness of Data Adjustments to the baseline for billing inconsistencies, new information, data discrepancies, and campus operation irregularities shall be agreed upon by Customer and ESCo.

Adjustment for Changes in Configuration and Operation During the term of this Agreement, parts of the facility may be closed or demolished, additions may be constructed, major pieces of equipment may be installed or removed. If such an event is likely to have a noticeable impact on energy usage, either party may propose a correction procedure. If both parties agree, the correction procedure shall become part of the contract. The correction procedure may be based on calculation or on meters installed specifically for this purpose or on some combination.

PART II: ENERGY BASELINE

The energy baseline for the facility is attached hereto.

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PART III: UTILITY RATE SCHEDULES

The effective utility rate schedules to be used for calculating energy cost savings are attached hereto.

(IF APPLICABLE, INCLUDE) FLOOR AND CEILING PRICES FOR ENERGY AND WATER

Fill this in

SCHEDULE D: MONTHLY SAVINGS CALCULATION

Part I. Introduction

The purpose of the monthly savings calculation is to determine the change in overall energy cost that has resulted from the conservation program. In general, the cost of the current month's usage, at rates and unit costs currently in effect, will be subtracted from usage in the corresponding month in the base year projected to current conditions of occupancy and configuration, taken at the rates and unit costs that would have been in effect if the conservation program had not been initiated.

Each month, the energy savings will be calculated by comparing the current month's consumption based on the procedures defined in the M+V plan, with a projection of what would have been consumed if no conservation had been undertaken. The projection will be developed by applying correction factors to the base year usage, described in Schedule C, to account for changes in weather (and other variables approved by all parties). The dollar savings will be based on current marginal costs.

Part II. Savings Measurement and Verification

The current month's energy savings is to be estimated based on the procedures defined in the M+V plan. As stated in the Form for Proposal Submission and the scope of work for the technical audit the M+V plan will have been developed following the International Performance Measurement and Verification Protocol (IPMVP). Version April 2007

Part III. Savings Calculation

1. The mean monthly temperature shall be obtained from NOAA. The current month's mean temperature shall be subtracted from the mean monthly temperature in the corresponding month in the base year to obtain the temperature difference:

$$TD = MMTb - MMTc$$

Where: TD = temperature difference

MMTb = base-year mean monthly temperature

MMTc = current month's mean temperature

2. The base-year usage shall be projected to account for temperature variation by adding an amount equal to the appropriate temperature correction factor multiplied by the temperature difference:

$$Utc = Ub + (TCF \times TD)$$

Where: Utc = temperature corrected usage

Ub = usage for the corresponding month in the base year (monthly oil usage shall be determined from tank level readings or monthly meter readings)

TCF = temperature correction factor for the month as defined at the outset of the contract

3. Corrections to account for changes in configuration and operations shall be applied if the contract has been amended to include them:

$$U_p = U_{tc} + U_{oc}$$

Where: U_p = projection of what would have been used if there had been no energy conservation contract

U_{oc} = corrections other than temperature to account for changes in configuration and operations

4. The current month's usage shall be subtracted from this projected usage to obtain the current month's energy savings:

$$U_s = U_p - U_c$$

Where: U_s = energy savings

5. The monetary savings shall be determined by multiplying the energy savings by the current unit cost:

$$S = U_s \times C$$

Where: S = monetary savings

C = unit cost as defined below

U_s = energy savings

For energy sources, the cost of which decreases with increasing usage, the cost used for savings calculations each month (C) shall be the marginal unit cost plus the demand, if applicable, from that month's predominant bill (as defined in Schedule C, Part I). For electricity, this marginal cost shall be determined for energy (amount paid for the last kilowatt-hour purchased including fuel adjustment cost) and demand (amount paid for the last kilowatt purchased including, if applicable, the effect of demand on the energy cost).

For energy sources, the cost of which does not decrease with increasing usage, the cost for savings calculations each month (C) shall be the average unit cost for all deliveries received during the month.

6. The Energy Cost Savings shall be determined by adding the monetary savings of all energy types conserved under the terms of this Agreement:

$$ECS = S1 + \dots + SX$$

Where ECS = Energy Cost Savings

$S1$ = monetary savings for energy type 1

SX = monetary savings for energy type X

In cases where the conservation program does result in a change in energy source (conversion from electric to gas heat, for example), or where the level of usage changes enough to affect the marginal cost, the calculation procedure shall be modified accordingly so that it serves the purpose stated at the beginning of this Schedule. Marginal energy costs, as noted in the Rate Schedules for the Premises, contained in Schedule C - Part 3, shall be considered the basis for all estimates, projections and payments made pursuant to this Schedule.

The floor on the price of all energy types and water shall be 100 percent (100%) of the costs per unit detailed in Schedule C - Part 3. This is the minimum value that such savings will be valued at; however, if prevailing prices are greater than the floor, the higher price will be the basis for the determination of such cost savings. The ESCo will calculate savings based on either the prevailing price of energy or the floor value, whichever is higher.

The ceiling on the price of all energy types and water shall not exceed 100 percent (100%) of the costs per unit detailed in Schedule C - Part 3 for the first year of this Agreement, and so on. This is the maximum value that such savings will be valued at; if prevailing prices are greater than the ceiling, the lower price will be the basis for the determination of such cost savings.

7. The Cumulative Energy Cost Savings shall be determined by adding each month's Energy Cost Savings from the first month's savings determined at least 30 days after the initial Installation Date and continuing until the most recent month's Energy Cost Savings:

$$CECS = ECS1 + \dots + ECSX$$

Where CECS = Cumulative Energy Cost Savings

ECS1 = the first month's Energy Cost Savings

ECSX = the most recent month's Energy Cost Savings

Part IV. Annual and Quarterly Reporting Requirements

The following report format for energy reporting is to be followed for each project. The ESCo will be required to submit quarterly reports and annual reports according to this format. Hardcopies of the following should be sent to the facility and City at a minimum on an annual basis. In order to reduce paperwork, electronic copies of quarterly reports may be substituted as determined on a project by project basis. Please note that some of the following information applies to annual report versus quarterly report information as identified.

Contract #

Performance Period Dates Covered: _____ to _____

Contract year #: _____

Executive Summary (Annual and Quarterly)

Brief Project Background and description

Summary of energy and cost savings / results from this performance period:

Project estimated and verified savings broken out by energy units and energy costs for performance period. Compare to guaranteed cost savings for total project.

Verified savings by ECM broken out by energy units, energy cost and other savings values (as applicable) for this period. (any O&M savings shall be broken out separately)

Approximate % saved by energy source type for site (optional)

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*Annual and quarterly reports should break out energy savings on a monthly basis and shall total energy unit savings and associated dollar cost savings **for all ECM's by month** on the following basis:*

- Electric (onpeak/offpeak/demand)*
- Steam (heating and cooling reductions in Mlbs)
 - Gas (in therms)*
 - Oil (in gallons)*
 - Water conservation Domestic (reductions in domestic water conservation in gallons)*
 - Water conservation Process(i.e. conversion to closed loop systems or other process reductions reported in gallons)**

Any additional reductions for other energy or addition of fuel due to conversions should be shown as negative savings and accompanied by associated negative cost savings. Also, reductions in additional fuel sources or energy types not included here can be addressed on a project by project basis.

Summary of any energy and/or cost savings adjustments required

Performance and O&M issues identified

Details for each ECM (Annual and Quarterly)

Overview description of ECM – where implemented and how cost savings are generated

Overview of M&V plan for ECM

Intent of M&V plan – what is being verified

Description of analysis and equations used for savings calculations (include appendix and electronic format as needed and/or refer to specific section of contract)

Stipulated values from contract (include details and/or refer to specific section of contract)

d. Identify any changes in scope and indicate the net change in savings.

Measurements, monitoring and inspections conducted this reporting period in accordance with M&V plan (include all that apply for each one):

Measurement equipment used

Equipment calibration documentation

Dates/times of data collection or inspections, names of personnel, and documentation of Customer witnessing

Details to confirm adherence to sampling plan (i.e. agreed to % of equipment sampled)

Include all measured values for this period. Include periods of monitoring and durations and frequency of measurements. (Use appendix and electronic format as necessary). Include description of data format (headings, units, etc.).

Describe how performance criteria have been met.

Detail any performance deficiencies that need to be addressed by ESCO or Customer

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Note impact of performance deficiencies or enhancements on generation of savings

4) *Detail commodity (e.g. energy, water, etc.) rate(s) used in calculations*

a. *Actual commodity rate(s) at site for same period (optional)*

5) *Provide summary for technical details of all calculations made (provide reference to contract docs).*

a. *Analysis Methodology – describe any data manipulation or analysis that was conducted prior to applying savings calculations*

b. *Details of any baseline or savings adjustments made*

Verified savings for this energy conservation measure (ECM)

6) *Maintenance requirements (**Annual**):*

a. *Reference section of contract (or appendix) outlining maintenance responsibilities for specific equipment*

Verification of scheduled maintenance items completed by ESCO

Summary of unscheduled maintenance activities conducted this period by ESCO

Detail any deficiencies needed to be addressed by ESCO or Customer

Note impact of maintenance deficiencies on generation of savings

Other: (i.e. O&M savings are not included in overall energy performance guarantee but may be of interest to the facility to see effect of project on operation and maintenance costs). The requirements of reporting of O&M savings will be determined on a project by project basis.

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SCHEDULE E: DESCRIPTION OF STANDARDS OF SERVICE AND COMFORT

The following average maintained standards of service and comfort shall apply:

TYPE OF SERVICE	ENVIRONMENTAL REQUIREMENT
I. HEATING	
Occupied	70° F
Unoccupied	55° F
Storage	55° F
II. COOLING	
Occupied	72-76° F
III. HOT WATER HEATERS	140° F.
IV. VENTILATION	Must meet New Hampshire State Building Code,
VI. LIGHTING	
The following average maintained illuminating levels (at working height) shall be met:	
Interior Lighting	Must meet New Hampshire State Building Code
Exterior Lighting	Must meet New Hampshire State Building Code

If Customer is unable to meet these Standards of Comfort for any reason, Customer and ESCo shall mutually agree upon an appropriate adjustment to energy savings as detailed in Schedule C - Part I and Schedule D.

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SCHEDULE F: SERVICE AGREEMENTS FOR ENERGY

The following list describes any contracts or agreements entered by Customer with any persons or entities other than the ESCo regarding the provisions of energy management services in or relating to the Premises.

The following list describes any contracts or agreements entered into by Customer with any persons or entities other than the ESCo regarding the servicing of any existing HVAC equipment:

SCHEDULE G: TERMINATION VALUE

The Termination Value shall be determined as follows:

If Termination occurs before the Installation Date, the Termination Value shall be equal to a percentage of \$..... based on the percent of the project completed at the time of such termination.

If Termination occurs before the end of the Contract Term, the Termination Value shall be equal to: \$

SCHEDULE H: Additional Types/Limits of Insurance

The following additional types/limits of insurance are required for this contract.

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SCHEDULE I: ENERGY AUDIT

The Final Energy Audit, prepared by the ESCo, dated will serve as the basis for the Energy Conservation Measures, defined in Schedule B, and shall be available at the City, as an exhibit to Schedule I.

SCHEDULE J: RECONCILIATION OF DOLLAR ESTIMATE OF GUARANTEED SAVINGS

Reconciliation under this Agreement is a comparison of the Actual Adjusted Energy Cost Savings to the Dollar Estimate of Guaranteed Savings as set forth in Section 8.2.

A. Calculate the annual savings for each type of energy consumed on the Premises starting with, and including, the Effective Date until the anniversary date of the Effective Date, which date is also the Reconciliation Date. Energy consumption savings is calculated pursuant to Schedule D, and consumption savings for each month is totaled. This calculation is repeated for each energy type.

$$CEs = \sum_{\text{month 1}}^{\text{month 12}} Es \quad CDs = \sum_{\text{month 1}}^{\text{month 12}} Ds$$

Where: Es = energy consumption savings for energy type
 Ds = demand consumption saving
 CEs = total annual energy consumption savings for each energy type
 CDs = total annual demand consumption savings

B. Adjusted Annual Energy Cost Savings is the Annual Energy Consumption Savings for each type of energy multiplied by the marginal energy cost per unit for that type of energy for the base year.

$$ACEs = CEs \times BEPs \quad \text{and} \quad ADEs = CDs \times BEPs$$

Where: ACEs = adjusted annual energy cost savings at base year rate shown in Schedule C

ADEs = adjusted annual demand cost savings, at base year rate shown in Schedule C

CEs = total annual energy consumption savings (from A)
 CDs = total annual demand consumption savings (from A)
 BEPs = marginal baseline energy cost per unit shown in Schedule C

C. Calculate the Energy Cost Savings Shortfall or Energy Cost Savings Excess. The Dollar Estimate of Guaranteed Savings is subtracted from the sum of the Adjusted Annual Energy Cost Savings for all types of energy and demand. If the resulting number is greater than zero the ESCo has exceeded its Guarantee obligations and an Energy Cost Savings Excess exists. If, however, the resulting number is less than zero an Energy Cost Savings Shortfall exists.

$$ECS = (ACEs + ADEs) - GS$$

Where: ECS = energy costs savings; shortfall or excess

ACEs = adjusted annual energy cost savings at base year rate for each energy type (from B)

GS = dollar estimate of guaranteed savings for year (from Section 8.3)
 ADEs = adjusted annual demand cost savings at base year rate (from B)

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D. In the event of Early Termination of this Contract, pursuant to Section 9 the Dollar Estimate of Guaranteed Savings for each month shall be one twelfth (1/12) of the annual Dollar Estimate of Guaranteed Savings as set forth in Section 8.2. The calculation of reconciliation shall be pursuant to this Schedule J, Paragraphs A, B and C above, except that only those months for which the contract was in effect shall be utilized for all calculations.

E. Adjusted Energy Cost Savings shall be determined by adding adjusted annual energy cost savings for each energy type and adjusted annual demand cost savings for each energy type:

$$AECS = ACEs + ADEs$$

Where: AECS = Adjusted Energy Cost Savings.

F. Adjusted Cumulative Energy Cost Savings for the total elapsed period of this Agreement shall be determined by adding each years Adjusted Energy Cost Savings up to the current year:

$$ACECS = AECS1 + \dots + AECSX$$

Where: ACECS = Cumulative Energy Cost Savings

AECS1 = the first year's Adjusted Energy Cost Savings

AECSX = the current year's Adjusted Energy Cost Savings

SCHEDULE K: RESERVED

SCHEDULE L: BONDS

Attached hereto are the payment, performance and efficiency guarantee bonds that the ESCo will execute with City to cover the Term and value of this Agreement.

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PERFORMANCE BOND

EFFICIENCY GUARANTEE BOND

SCHEDULE M: USE OF PREMISES

I. Safety & Health Regulations

(a) ESCo and all subcontractors shall:

(i) Perform all work in accordance with federal and State safety and health standards and guidelines and be responsible for providing healthful and safe work conditions;

(ii) Refrain from creating any recognized safety or health hazard;

(iii) Provide MATERIAL SAFETY DATA SHEETS for materials used in the course of the work when requested by City;

(iv) Notify the Customer's Director of Physical Plant or his designee at least two working days prior to use of a laser ray or beam device.

(b) Contractors performing work in buildings at the Premises that will cause smoke or dust particles to become airborne must check FIRST for the existence of smoke detector systems. If the area of work is smoke detector equipped, Contractor shall be responsible to notify appropriate facility personnel for deactivation of affected detectors BEFORE work can commence. Once work is completed, the Contractor will have the facility re-activate the affected smoke detectors and carry out any necessary testing to insure full operation.

(d) All construction will comply strictly with the New Hampshire Building Code.

(e) Encountered Asbestos: In the event that friable asbestos is encountered and must be disturbed during the course of this contract, the Customer or his designee shall be notified and work in the affected area shall cease until a remediation plan is agreed upon. An extension of the completion date will be granted equal to the time lost. Contractor shall have taken into account all available asbestos studies provided by the Customer during the audit phase of the project.

II. Permits & Fees

(a) ESCo, or its subcontractor, shall be responsible to give all notices, obtain all necessary inspections, and pay all necessary fees, as required.

(b) ESCo, or its subcontractor, shall be required to keep a copy of the State Building Code and State Electric Code (with latest amendments) at the job site at all times.

(c) The construction plans and specifications shall be reviewed by the Commissioning Agent and the City Public Safety Building Inspector.

III. Use of Premises

(a) Contract limits of construction shall be confined within actual work areas.

(b) Apparatus, storage of materials, and construction operations shall be confined to areas directed by Customer, so as not to interfere with the normal operating functions of the Premises. The Premises shall not be unreasonably encumbered with materials.

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- (c) ESCo and his employees are prohibited from entering, using or being in any building on the Premises except for authorized business. Toilet facilities will be designated by the Project Engineer.
- (d) ESCo and its subcontractors shall conduct themselves in a professional manner at all times while on the Premises.
- (e) The State of New Hampshire, the Customer, its trustees, officers, employees and agents shall neither accept nor assume responsibility for the security of ESCo's material or equipment, whether lost, stolen or vandalized. ESCo shall exercise caution in placement and storage of his equipment and material.

IV. Cleaning Up

- (a) When directed and before the final inspection, the building and the surrounding work areas shall be cleaned by ESCo or its subcontractors and all construction tools, equipment, appurtenances and waste shall be removed from the buildings.
- (b) The contractor shall clean, wash, dust, and polish all materials and equipment installed, and other materials as specified, leaving all in a finished and clean state.
- (c) At the conclusion of each day's work, all packing materials, cases, lumber, wrapping, or other rubbish, flammable or otherwise, shall be collected and removed from the buildings and the campus by ESCo or its subcontractors.

V. Protection & Repair of Existing Facilities & Utilities

- (a) ESCo shall be responsible for exercising necessary care to avoid damage to property at the Premises.
- (b) ESCo or its subcontractors shall secure the work area and equipment at the end of each work day and shall provide hardware and locks.
- (c) The repair, replacement, and/or restoration of any existing energy, steam, drain, water or sewer lines, or other utility, interfered with by ESCo or its subcontractors, shall be completed in accordance with the State Specifications for each phase of the work using experienced, competent labor, and new and unused materials meeting specifications and current codes.
- (d) ESCo shall be responsible for cleaning all existing lenses and fixtures with a damp cloth and cleaning solution during the retrofit of lighting systems.
- (e) ESCo shall remove all old fixtures either replaced or disconnected, cut any bolts to a level above the ceiling, replace ceiling tiles or patch or plate ceiling, cover junction boxes with cover plates, paint over such areas and waterproof if such areas are in danger of water damage such as on the exterior of buildings.

SCHEDULE N: ESCOs MARK UP FOR SERVICES

Attach ESCO's Proposal Sheet

SCHEDULE O: Reserved

SCHEDULE P: CONTRACTORS REQUIREMENTS FOR COMMISSIONING AGENT AND FIELD OFFICES

- A. City shall provide a suitable field office on site for the use of the ESCo. The location shall be at the discretion of City. If the office is not suitable for the ESCo, then they shall provide their own trailer which will be located on site at the discretion of City.
- B. City shall provide a suitable field office on site for the use of the Commissioning Agent.
- C. City shall pay for the installation and removal of the temporary telephones and equipment and for all calls and fixed charges in connection therewith.
- D. General Conditions for ESCo's office if in a trailer:
 - 1. The ESCo shall, on a daily basis, maintain the offices and conference space to be clean, orderly and air conditioned.
 - 2. Maintain temporary construction and support facilities until Final Acceptance, then remove.
 - 3. Comply with requirements of NFPA 241.

E SANITARY FACILITIES

- 1. If providing a trailer, the ESCo shall provide suitable toilet facilities for its staff, and additional facilities for the workmen on the job, including personnel of Sub-contractors and Filed Sub-contractors. The City may designate a specific toilet area to be used for the ESCo and Sub-contractors engaged in the Work. However, the ESCo shall take responsibility for maintenance and cleaning of such areas and shall leave them in first class condition equal to the accepted conditions of toilet facilities not used for construction personnel.
- 2. Provide chemical toilets where work is in progress and in quantity required by OSHA Code.
- 3. Chemical toilets and their maintenance shall meet requirements of state and local health regulations and ordinances and shall be subject to the approval the Customer.

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VOTE OF CORPORATION

If a corporation, complete below or attach to each signed copy of contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was voted _____,

_____ (Name) (Officer)

of this company be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such _____ under (Officer) seal of the company, shall be valid and binding upon this company,

A TRUE COPY,
ATTEST _____
Clerk

Place of Business: _____

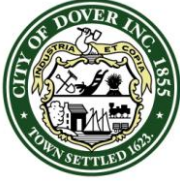
DATE OF THIS AGREEMENT:

I hereby certify that I am the Clerk of the _____ and that _____ is the duly elected _____ of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

_____ (Clerk) (Corporate Seal)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20_____.

NOTARY PUBLIC



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.2.

Resolution Number: **R – 2009.04.22 – 58**

Resolution Re: Acceptance of the Action Plan and Expenditures for the Fiscal Year 2009 CDBG Entitlement Funds.

WHEREAS: The City of Dover will have available funds for appropriation from the 2008 CDBG Entitlement year, including program income and unspent previous years funds; and

WHEREAS: The Planning Department is required by HUD to prepare, and the Governing Body adopt the "Consolidated Plan" which is a needs assessment and detailed expenditure plan for the use of C. D. funds in meeting the needs of low and moderate income residents of Dover; and

WHEREAS: The Planning Board has reviewed proposed projects for said funds and has held a public hearing for the purpose of obtaining citizens' viewpoints, on the recommended expenditures; and

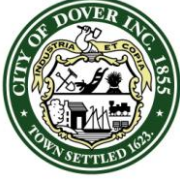
WHEREAS: Administration and the Planning Board have reviewed the proposals and derived a recommended expenditure plan; and

WHEREAS: The recommended disbursements of funds have been reviewed for compliance with HUD statutory requirements and for meeting national objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The attached Action Plan be adopted and the City Manager be authorized to enter into subrecipient contracts as part of this Annual Plan for expenditure of FFY09 Community Development Block Grant funds.

Note: To be referred to public hearing on May 13, 2009.

Financing		
Estimated Revenue		
Account	Description	Appropriation
2100-46311-6311-3311-10-18	Federal Grant	\$348,000
2100-46311-6311-3421-10-18	Parking Income	\$10,800
2100-46311-6360-3592-10-18	Deposit to Agent	\$2,500
2100-46311-6311-3421-10-18	Parking Income	\$9,999
2120-00000-1715-xxxx-00-00	Housing Revolving Loan Income	\$4,500
2125-00000-1715-xxxx-00-00	DELP Revolving Loan Income	\$32,265
2100-46311-6311-3421-08-18	Parking Income	\$14,884
TOTAL		\$422,948



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.2.

Resolution Number: **R – 2009.04.22 – 58**

Resolution Re: Acceptance of the Action Plan and Expenditures for the Fiscal Year 2009 CDBG Entitlement Funds.

Account	Description	Appropriation
2100-46348-4835-6360-10-18	Welfare Security Deposit Assistance	\$10,207
2100-46348-4835-6333-10-18	Community Partners Sec. Deposits	\$10,200
2100-46348-4835-6342-10-18	My Friend's Place	\$6,900
2100-46348-4835-6334-10-18	My Friend's Place Transitional Housing.	\$2,850
2100-46348-4835-6377-10-18	Cross Roads House	\$2,850
2100-46348-4835-6384-10-18	Seymour Osmand Community Center	\$3,000
2100-46348-4835-6367-10-18	AIDS Response	\$8,500
2100-46348-4835-6361-10-18	A Safe Place	\$3,300
2100-46348-4835-6380-10-18	Homeless Center For Strafford County.	\$8,500
2100-46348-4835-6362-10-18	The HUB Family Recourse Center	\$3,000
2100-46341-4835-6342-10-18	My Friend's Place Improvements	\$14,900
2100-46323-4835-6335-10-18	CAP Weatherization	\$25,000
2100-46341-xxxx-6335-10-18	CAP McConnell Cntr. Improvements	\$21,000
2100-46341-4835-1102-10-18	McConnell Center Improvements	\$76,000
2100-46341-4835-xxxx-10-18	Train Station Improvements	\$30,000
2100-46341-4835-xxxx-10-18	Downtown Improvements	\$24,280
2100-46311-6311-xxxx-10-18	CDBG Administration	\$81,612
2120-00000-1715-xxxx-00-00	Housing Rehab loan pool income returned to loan pool	\$4,500
2100-46323-6321-xxxx-10-18	Housing Rehab. Admin	\$26,179
2125-00000-1715-xxxx-00-00	DELP Income returned to loan pool	\$32,265
2100-46525-6621-xxxx10-18	DELP Administration	\$27,905
TOTAL		\$422,948

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 – 2009.04.22 – 58**

Resolution Re: Acceptance of the Action Plan and Expenditures for the Fiscal Year 2009 CDBG Entitlement Funds.

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 Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.2.

Resolution Number: **R – 2009.04.22 – 58**

Resolution Re: Acceptance of the Action Plan and Expenditures for the Fiscal Year 2009 CDBG Entitlement Funds.

RESOLUTION BACKGROUND MATERIAL:

CDBG

Program Description

Dover Welfare: \$10,207

Funding of Dover Welfare's Security Deposit Assistance Program, which aids people who cannot afford the down payment for rental housing in the City. The security Deposits are set up as a revolving loan program with funds returned going back to the Welfare Dept.

Community Partners, d/b/a Behavior Health & DSSC: \$10,200

Funding for Homeless Assistance Program security deposits and rental assistance for Behavioral Health clientele who are mentally ill and cannot afford security deposits and rental housing.

My Friend's Place: \$6,900

Operational funds to run the only homeless shelter in Dover. (MFP)

My Friend's Place Transitional Housing: \$2,850

Operational funds for MFP's transitional housing units.

Cross Roads House: \$2,850

Funding for direct care and services at the homeless shelter for Dover residents

Dover Housing Authority: \$3,000

Funding for the Seymour Osmand Center Quantum Opportunities Program for dropout prevention.

AIDS Response: \$8,500

Funded to assist in case management and support services of ARS. AIDS Response provides vital emotional and practical support for people living with AIDS, their families and friends

A Safe Place: \$3,300

Grant for Shelter and services of abused spouses and their children. The shelter is located in Portsmouth and serves the entire area.

Homeless Center for Strafford County: \$8,500

Receives operational funds to run the County's overflow emergency homeless shelter.

HUB Family Support Services: \$3,000

Funding for operational costs at the HUB

My Friend's Place: \$14,900

Funding for facility repairs at the homeless shelter



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.2.

Resolution Number: **R – 2009.04.22 – 58**

Resolution Re: Acceptance of the Action Plan and Expenditures for the Fiscal Year 2009 CDBG Entitlement Funds.

Strafford County Community Action (CAP): \$25,000

Funding for CAP's Weatherization and property rehabilitation program serving very low income Dover residents with housing needs

Community Action: \$21,000

Funding for air conditioning at CAP's McConnell Center location.

McConnell Center Improvements: \$76,000

Funding for accessibility improvements at door 7 and heating improvements to Dover Children's Center.

Train Station Improvements: \$30,000

Funding for installation of an accessible vestibule at the train station.

Downtown Improvements: \$24,280

Funding for tip down work in the downtown area.

Program Administration: \$81,612

Funds to administer the CDBG program

HRL Loan funds : \$4,500

Return of loan payments to the HRL loan pool

HRL Administration: \$26,179

Funds to administer the Housing Rehab. Program

DELP Loan Funds: \$32,265

Return of loan payments to the DELP loan pool

DELP Administration: \$ 27,905

Funds to administer the DELP program



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.2.

Resolution Number: **R – 2009.04.22 – 58**

Resolution Re: Acceptance of the Action Plan and Expenditures for the Fiscal Year 2009 CDBG Entitlement Funds.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GOAL STATEMENT

The City of Dover has articulated a goal of creating a viable urban environment through the improvement of housing and employment opportunities for low and very low income people and through improving and/or expanding public facilities and services.

Specific objectives:

1. To provide increased opportunities to residents of the City who require education, health, recreation, housing and related human services.
2. To rehabilitate and improve the housing stock of the City, especially for persons of low and very low income.
3. To plan and construct public improvements in areas populated by or used predominantly by low and very low income persons.
4. To provide increased employment opportunities for low and very low income persons.
5. Removal of architectural barriers to allow increased handicapped accessibility.

Attached is a brief synopsis of the Federal Fiscal Year 2009, Community Development Block Grant Program available funds, Goals and Objectives of the C. D. Program and a description of the agencies, organizations and Planning Department's use of requested funds.

The City of Dover is an Entitlement Community, which means we receive funds directly from HUD, rather than going through the State. The Planning Board acts in a citizens' advisory capacity, in determining how the C.D. funds should be spent after listening to all the requests from local agencies and the Planning staff. All of these funds must go toward one of HUD's 3 national objectives: 1) Low income benefit, 2) Elimination of slums or blight, 3) Urgent need.

After the Planning Board recommends where the CDBG funds should be spent, the City Council holds a public hearing on the Action Plan (One year use of funds.) This provides citizen's and those effected by the funding decision the opportunity to comment on the proposed expenditures, before the Council votes on the Final Action Plan in April. Once approved by the Council, the Plan is forwarded to HUD for their final grant approval.

The FFY09 grant from HUD is anticipated to be the same or slightly higher than the current years grant. As always, the requests exceeded the available funds and tough decisions had to be made on which agencies would be recommended for funding under next years grant. The total funding requests from Public Service Agencies came in at \$116,330 while the maximum allowed under the grant is \$57,023, a difference of \$59,307. Each activity is rated for their priority in the Consolidated Plan and Action Plan as a high, medium, or low priority. The Planning Board used these priorities in determining their recommendations for next years Community Development Block Grant expenditures.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.3.

Resolution Number: **R – 2009.04.22 – 59**
Resolution Re: Reprogramming of Unexpended Bond Proceeds – SAU
McConnell Center Renovations Project to Horne Street
School CIP Project

WHEREAS: Annually the City Council desires to make public improvements and finance these improvements with the sale of general obligation bonds; and

WHEREAS: There is unexpended bond proceeds in the amount of \$38,434.88 available from the SAU McConnell Center Renovations Project; and

WHEREAS: On April 7, 2009 the Joint Building Committee approved a request to reprogram the unexpended bond proceeds to the Horne Street School Improvements project; and

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

The City Council approves reprogramming unexpended bond proceeds of \$38,434.88 from the SAU McConnell Center Renovations project to the Horne Street School Improvements project as follows:

Account	Description	Original Budget	Available Balance	Adjustment	Adjusted Balance
4008-46900-4725-7701-08-60	School - McConell Center Renovations	500,000.00	38,434.88	(38,434.88)	-
4008-46900-4725-7104-08-60	Horne Street School Facility Improvemt	300,000.00	114,205.47	38,434.88	152,640.35
			<u>152,640.35</u>	<u>-</u>	<u>152,640.35</u>

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: Councilor Catherine Cheney
Ward 5

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

Councilor Karen Weston
At-Large

Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

Document Created by: Finance Department	2009.04.22_reprogramming_bond_proceeds_sau_office_fy
Document Posted on: April 17, 2009	08_to_horne_st_project
	Page 1 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.3.

Resolution Number: **R – 2009.04.22 – 59**
Resolution Re: Reprogramming of Unexpended Bond Proceeds – SAU
McConnell Center Renovations Project to Horne Street
School CIP Project

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEA	NAY
Mayor Scott Myers		
Deputy Mayor Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.3.

Resolution Number: **R – 2009.04.22 – 59**
Resolution Re: Reprogramming of Unexpended Bond Proceeds – SAU
McConnell Center Renovations Project to Horne Street
School CIP Project

RESOLUTION BACKGROUND MATERIAL:

Annually, in accordance with City Charter, the City Manager shall prepare and submit for approval to the City Council a six-year capital improvements program (CIP). Annually the City Council has approved the CIP and an Authorization for Bonding to finance certain projects contained within the CIP.

In the School Department there is a CIP project that has been completed, which has available unexpended bond proceeds due to the project being completed under budget.

On March 12, 2009 the Joint Building Committee declared that the SAU McConnell Center Renovation project was deemed complete.

On April 7, 2009 the Joint Building Committee approved a request to reprogram the unexpended bond proceeds of \$38,434.88 from the SAU Office Renovation project to the Horne Street School Improvements project, an approved CIP project.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.4.

Resolution Number: **R – 2009.04.22 – 60**
Resolution Re: Reprogramming of Unexpended Bond Proceeds – Bouchard Well FY07 to Cummings Well Project

WHEREAS: Annually the City Council desires to make public improvements and finance these improvements with the sale of general obligation bonds; and

WHEREAS: There is unexpended bond proceeds in the amount of \$12,931 available from the Bouchard Well & Treatment Plant Project; and

WHEREAS: A request to reprogram the unexpended bond proceeds from Bouchard Well & Treatment Plant Project to the Cummings Well Improvements project; and

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

The City Council approves reprogramming unexpended bond proceeds of \$12,931 from the Bouchard Well & Treatment Plant project to the Cummings Well Improvements project as follows:

Account	Description	Original Budget	Available Balance	Adjustment	Adjusted Balance
5300-43320-4757-3573-07-30	Water - Bouchard Well & Treatment Plant	2,700,000.00	12,931.00	(12,931.00)	-
5300-43320-4757-3577-07-30	Water - Cummings Well Improvements	-	-	12,931.00	12,931.00
			12,931.00	-	12,931.00

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

DOCUMENT HISTORY:

Document Created by: Finance Department	2009.04.22_reprogramming_bond_proceeds_bouchard_wel l_fy07_to_cummings_well_project
Document Posted on: April 17, 2009	Page 1 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.4.

Resolution Number: **R – 2009.04.22 – 60**
Resolution Re: Reprogramming of Unexpended Bond Proceeds – Bouchard Well FY07 to Cummings Well Project

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEA	NAY
Mayor Scott Myers		
Deputy Mayor Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.4.

Resolution Number: **R – 2009.04.22 – 60**
Resolution Re: Reprogramming of Unexpended Bond Proceeds – Bouchard Well FY07 to Cummings Well Project

RESOLUTION BACKGROUND MATERIAL:

Annually, in accordance with City Charter, the City Manager shall prepare and submit for approval to the City Council a six-year capital improvements program (CIP). Annually the City Council has approved the CIP and an Authorization for Bonding to finance certain projects contained within the CIP.

In order to be included within the CIP, a project needs to have an estimated annual aggregate cost of \$10,000 or more and have a useful life of three years or greater. In addition, the project needs to satisfy at least one of the following:

- Protect the health and safety of employees and/or the community at large
- Significantly improve the efficiency of the existing services
- Preserve a previous capital investment made by the City
- Significantly reduce future operating costs or increase future operating revenues

In the Water Fund there is a CIP project that has been completed, which has available unexpended bond proceeds due to the project being completed under budget. The Bouchard Well & Treatment Plant Project has \$12,931.00 of unexpended bond proceeds.

Presently, the City has \$12,840 in identified costs for making improvements to the Cummings Well. Therefore, it is recommended to reprogram the \$12,931 in unexpended bond proceeds from the Bouchard Well project to the Cummings Well project.

The Cummings Well project has not been specifically identified in the six-year CIP. However, the project does meet CIP Project Criteria of a cost of \$10,000 or more and a service life of three years or greater. The Cummings Well project will preserve an existing capital investment made by the City, improve operations of the well, as well as contribute to protecting the health and safety of the community by insuring adequate water supply for fire protection.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.5.

Resolution Number: **R - 2009.04.22 - 61**
Resolution Re: Supplemental CIP Appropriations for Sewer Projects and
Broadway Drainage and Authorization for Participation in
State of NH Clean Water State Revolving Loan Fund

WHEREAS: Annually the City Council desires to make public improvements and finance these improvements through sources deemed most advantageous to the City; and

WHEREAS: Annually the Dover City Council approves a six-year Capital Improvements Program (CIP) and certain Sewer projects and Roadway Drainage and Improvement projects meet the criteria for CIP projects; and

WHEREAS: The City has been notified by the State of NH Department of Environmental Services (NH DES) that certain projects have been approved for funding through the Clean Water State Revolving Fund in conjunction with Federal Stimulus funding; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The following capital projects are appropriated with estimated useful lives in excess of the length indicated:

Description	Appropriation	Life/Years	Department	Fund
Broadway Drainage Improvements	2,000,000	20	General Government	General Fund
WWTP Aeration Blower Retrofit	558,314	10	Sewer Department	Sewer Fund
River Street Pump Station Upgrade	2,400,000	20	Sewer Department	Sewer Fund
Total	4,958,314			

AND, FURTHER BE IT RESOLVED;

To meet the appropriations of this resolution there is authorized, under and pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover's participation in the NH Clean Water State Revolving Fund (CWSRF) Program. The City Manager and Finance Director/Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH CWSRF Program and obtain loans through the program for eligible Sewer Department and General Government projects as identified above.

NOTE: This resolution requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after the public hearing.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.5.

Resolution Number: **R - 2009.04.22 - 61**
Resolution Re: Supplemental CIP Appropriations for Sewer Projects and
Broadway Drainage and Authorization for Participation in
State of NH Clean Water State Revolving Loan Fund

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:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.5.

Resolution Number: **R - 2009.04.22 - 61**

Resolution Re: Supplemental CIP Appropriations for Sewer Projects and Broadway Drainage and Authorization for Participation in State of NH Clean Water State Revolving Loan Fund

RESOLUTION BACKGROUND MATERIAL:

Annually the Dover City Council approves a six-year Capital Improvements Program (CIP). Annually the City Council desires to make public improvements and finance these improvements through sources deemed most advantageous to the City.

Sewer projects and Roadway Drainage and Improvement projects meet the criteria for CIP projects.

The City of Dover has been informed that certain Sewer Department projects and the Broadway Drainage Improvement project are eligible for loan funding through the NH Clean Water State Revolving Fund (CWSRF) Program (RSA 486:14). In the event utilization of the CWSRF is most advantageous to the City of Dover, the City Manager and Finance Director/Treasurer will, on behalf of the City, file and participate in the CWSRF in lieu of issuance and sale of general obligation bonds.

Through the American Recovery and Reinvestment Act of 2009 (ARRA), the NH Clean Water State Revolving Fund program is the recipient of ARRA Capitalization Grant. Under the provision of the ARRA program and the CWSRF program, municipalities are eligible to obtain loans to fund energy/water efficiency and conservation projects.

An SRF loan (binding commitment) will be required for the total eligible cost of the project. Loan funds will be disbursed throughout the duration of the project by means of disbursement requests submitted to the CWSRF Program by the City. Upon completion of the project, a Supplemental Loan Agreement (SLA) will establish the final terms of the loan and include an amortization schedule for loan repayment. The amortization schedule will also establish the amount of forgiveness (50% of each principal repayment).

Copies of NH DES Clean Water SRF Priority Project Listings are included along with this resolution.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.5.

Resolution Number: **R - 2009.04.22 - 61**
 Resolution Re: Supplemental CIP Appropriations for Sewer Projects and Broadway Drainage and Authorization for Participation in State of NH Clean Water State Revolving Loan Fund

LEGAL DEBT LIMITS:

The following table summarizes the amount of debt outstanding and authorized-unissued, as of January 1, 2009 and this pending authorization, against legal debt limits.

Description	City	School	Water	DBIDA-IP	DBIDA-IB	Exempt	Total
Debt Outstanding	35,612,469	27,408,664	10,763,000	595,000	1,823,436	23,809,786	100,012,355
Authorized - Unissued	4,609,200	3,850,000	1,050,000	0	2,000,000	3,100,000	14,609,200
Total Issued & Unissued	40,221,669	31,258,664	11,813,000	595,000	3,823,436	26,909,786	114,621,555
This Authorization	2,000,000	-	-	-	-	2,958,314	4,958,314
Pending Authorization	1,921,979	0	0	0	0	501,506	2,423,485
Grand Total	44,143,648	31,258,664	11,813,000	595,000	3,823,436	30,369,606	122,003,354
Legal Debt Limit	91,808,810	214,220,556	306,029,366	4,000,000	NA	NA	
Unused Capacity	47,665,162	182,961,892	294,216,366	3,405,000			
Percent Unused	51.9%	85.4%	96.1%	85.1%			



AMERICAN RECOVERY and REINVESTMENT CLEAN WATER SRF PRIORITY LIST GREEN INFRASTRUCTURE - ENERGY EFFICIENCY PROJECTS

APPLICANT	LOCATION	PROJECT NAME	TOTAL	READINESS TO AWARD	ENERGY / WATER EFFICIENCY ENV INNOVATION	AFFORDABILITY	TOTAL SCORE	RANK	CUMULATIVE AMOUNT	POPULATION	COUNTY	NOTES
Town of Hinsdale	Hinsdale	Hinsdale WWTP Generator Replacement Project	\$37,000	40.00	40.00	10.00	90.00	1	\$37,000	4,278	CHESHIRE	
Town of Waterville Valley	Waterville Valley	WWTP Reactor Clarifier Motor & Drive Unit	\$65,000	40.00	40.00	0.00	80.00	2	\$102,000	284	GRAFTON	
Town of Sandwich	Sandwich	Sandwich WWTF: Replacement of Generator and Pump Controller for Main Street Pump Station	\$22,000	30.00	40.00	5.00	75.00	3	\$124,000	1,366	CARROLL	
Winnepesaukee River Basin Program	Franklin	WWTP Improvements - Aeration Blower Upgrade	\$2,000,000	30.00	40.00	0.00	70.00	4	\$2,124,000	38,300	MERRIMACK	
North Conway Water Precinct	North Conway	NCWP WWTP Wind Turbines, Geothermal and/or Solar Systems Improvements	\$2,400,000	10.00	40.00	20.00	70.00	5	\$4,524,000	5,000	CARROLL	
City of Rochester	Rochester	Replacement of Aeration Blowers with Energy Efficient Blowers at WWTP (Gonic)	\$625,000	20.00	40.00	5.00	65.00	6	\$5,149,000	30,823	STRAFFORD	
Town of Durham	Durham	WWTF Aeration System Upgrade	\$625,000	10.00	40.00	15.00	65.00	7	\$5,774,000	13,985	STRAFFORD	
City of Manchester	Manchester	Incinerator Upgrade	\$5,750,000	20.00	40.00	0.00	60.00	8	\$11,524,000	108,580	HILLSBOROUGH	
City of Nashua	Nashua	Net-Metering at Nashua WWTF	\$500,000	20.00	40.00	0.00	60.00	9	\$12,024,000	87,150	HILLSBOROUGH	
Town of Hanover	Hanover	Aeration System & Blower Replacement	\$785,000	20.00	40.00	0.00	60.00	10	\$12,809,000	10,896	GRAFTON	
City of Dover	Dover	Energy Efficiency and Renewable Energy Opportunities at WWTP	\$1,016,728	10.00	40.00	5.00	55.00	11	\$13,825,728	28,703	STRAFFORD	
Town of Wolfeboro	Wolfeboro	WWTF Phase 2 Improvements Building Upgrades	\$312,000	10.00	13.20	20.00	43.20	12	\$14,137,728	6,341	CARROLL	
Town of Hanover	Hanover	Pump Station No 5 Upgrade	\$380,000	10.00	13.20	0.00	23.20	13	\$14,517,728	10,896	GRAFTON	1
North Conway Water Precinct	North Conway	NCWP WWTP Aeration Upgrade	\$1,500,000	20.00	40.00	20.00	80.00	14	\$16,017,728	5,000	CARROLL	
City of Dover	Dover	WWTP Aeration Blowers - Retrofit	\$558,314	30.00	40.00	5.00	75.00	15	\$16,576,042	28,703	STRAFFORD	
City of Manchester	Manchester	WWTP Economizer Upgrade (Heating System on Incinerator)	\$1,150,000	30.00	40.00	0.00	70.00	16	\$17,726,042	108,580	HILLSBOROUGH	
Winnepesaukee River Basin Program	Franklin	UV Disinfection & Plant Water Supply Upgrade	\$8,130,000	0.00	26.80	0.00	26.80	17	\$25,856,042	38,300	MERRIMACK	
Winnepesaukee River Basin Program	Franklin	Digester Biogas Cogeneration Design	\$210,000	0.00	0.00	0.00	0.00	18	\$26,066,042	38,300	MERRIMACK	

NOTES:

1 Projects above this line represent projects for which ARRA funds are available.



AMERICAN RECOVERY and REINVESTMENT CLEAN WATER SRF PRIORITY LIST WASTEWATER PROJECTS

APPLICANT	LOCATION	PROJECT NAME	TOTAL*	READINESS TO AWARD	ENV/PUB HEALTH BENEFIT	FACILITY CAPACITY BENEFIT	ENERGY / WATER EFFICIENCY ENV INNOVATION	AFFORD-ABILITY	TOTAL SCORE	RANK	CUMULATIVE AMOUNT	POPULATION	COUNTY	NOTES
City of Portsmouth	Portsmouth	State Street Improvements Project Utility & Road Upgrade	\$2,200,000	30.00	30.00	20.00	3.35	3.75	87.10	1	\$2,200,000	20,610	ROCKINGHAM	
City of Keene	Keene	Wastewater Infrastructure Project - Phase 1: Replacement of Existing Wastewater Collection System and Utilities Including Stormwater	\$2,259,216	30.00	30.00	20.00	1.65	3.75	85.40	2	\$4,459,216	22,834	CHESHIRE	
City of Lebanon	Lebanon	Lebanon CSO Project	\$7,331,000	30.00	30.00	20.00	1.65	3.75	85.40	3	\$11,790,216	13,611	GRAFTON	
City of Nashua	Nashua	Sewer Separation in the French Hill Area	\$1,190,000	30.00	30.00	20.00	1.65	0.00	81.65	4	\$12,980,216	87,150	HILLSBOROUGH	
Town of Farmington	Farmington	WWTF Upgrade Rapid Infiltration Beds	\$2,100,000	22.50	30.00	20.00	0.00	3.75	76.25	5	\$15,080,216	6,883	STRAFFORD	
Town of Newport	Newport	Guild Lagoons Closure	\$2,400,000	30.00	22.50	13.40	0.00	7.50	73.40	6	\$17,480,216	6,344	SULLIVAN	
Town of Newbury	Newbury	Blodgett Landing WWTF Phase II Upgrade Project	\$1,108,220	22.50	15.00	20.00	3.35	11.25	72.10	7	\$18,588,436	2,039	MERRIMACK	
Town of Peterborough	Peterborough	WWTF Upgrade Construction of New WWTF	\$8,000,000	22.50	30.00	13.40	1.65	3.75	71.30	8	\$26,588,436	6,186	HILLSBOROUGH	
Town of Jaffrey	Jaffrey	Effluent Filtration & Pellet Boiler at WWTF	\$2,040,000	22.50	30.00	0.00	1.65	15.00	69.15	9	\$28,628,436	5,722	CHESHIRE	
Town of Hillsborough	Hillsborough	WWTF General Improvements	\$1,053,892	30.00	22.50	13.40	1.65	0.00	67.55	10	\$29,682,328	5,779	HILLSBOROUGH	
Town of Greenville	Greenville	WWTF Clarifier Upgrades: Two New Secondary Clarifiers	\$862,500	15.00	22.50	13.40	1.65	15.00	67.55	11	\$30,544,828	2,262	HILLSBOROUGH	
Town of Unity	Unity	Unity Landfill Closure	\$472,175	30.00	7.50	20.00	0.00	7.50	65.00	12	\$31,017,003	1,673	SULLIVAN	
Town of New London	New London	Replacement Pumps and Panels at High Pine Pump Station	\$125,000	30.00	0.00	20.00	3.35	11.25	64.60	13	\$31,142,003	4,372	MERRIMACK	
Cheshire County Facility	Westmoreland	Wastewater Treatment System Upgrades	\$450,000	22.50	15.00	13.40	0.00	11.25	62.15	14	\$31,592,003	NA	CHESHIRE	
Town of Winchester	Winchester	WWTP Upgrade	\$3,400,000	15.00	22.50	13.40	3.35	7.50	61.75	15	\$34,992,003	4,342	CHESHIRE	
Crotched Mountain Rehab Ctr	Greenfield	Wastewater System Improvements	\$2,000,000	30.00	0.00	13.40	1.65	15.00	60.05	16	\$36,992,003	NA	HILLSBOROUGH	
Town of Exeter	Exeter	Water Street Diversion Structure Piping Improvements	\$270,000	30.00	7.50	20.00	0.00	0.00	57.50	17	\$37,262,003	14,533	ROCKINGHAM	
Town of Allenstown	Allenstown	Biological Process Modification	\$1,625,000	30.00	0.00	20.00	3.35	3.75	57.10	18	\$38,887,003	5,012	MERRIMACK	
Town of Durham	Durham	Dover Road Pump Station - (Phase I)	\$1,500,000	30.00	0.00	13.40	1.65	11.25	56.30	19	\$40,387,003	13,985	STRAFFORD	
North Conway Water Precinct	North Conway	NCWP Artist Falls Pump Station Modifications	\$300,000	30.00	0.00	6.60	1.65	15.00	53.25	20	\$40,687,003	5,000	CARROLL	
Town of Spofford	Spofford	Wares Grove Beach Septic System: Replacement of Pump Chamber & Piping from Chamber to Field	\$43,500	30.00	7.50	6.60	0.00	7.50	51.60	21	\$40,730,503	3,772	CHESHIRE	
Town of Goffstown	Goffstown	Mast Road Sewer Main Upgrade	\$2,500,000	30.00	0.00	20.00	0.00	0.00	50.00	22	\$43,230,503	17,888	HILLSBOROUGH	
City of Rochester	Rochester	Washington Street Phase IV Sewer Upgrade	\$2,205,000	30.00	0.00	13.40	1.65	3.75	48.80	23	\$45,435,503	30,823	STRAFFORD	
Town of Newmarket	Newmarket	New Village Utility Improvements: Sewer, Storm & Road	\$940,000	30.00	0.00	13.40	1.65	3.75	48.80	24	\$46,375,503	9,314	ROCKINGHAM	
Town of Wolfeboro	Wolfeboro	WWTF Phase 1 Improvements Screenings & Grit Bldg., Screening Equip. & New Plant Water Sys.	\$1,100,000	30.00	0.00	0.00	3.35	15.00	48.35	25	\$47,475,503	6,341	CARROLL	
Town of Enfield	Enfield	Force Main Removal & Relocation for (NHDOT) Bridge Replacement	\$1,129,400	30.00	0.00	0.00	0.00	15.00	45.00	26	\$48,604,903	4,845	GRAFTON	
Town of Plymouth	Plymouth	Plymouth Village Water & Sewer District WWTF Improvements	\$6,115,000	30.00	7.50	0.00	3.35	3.75	44.60	27	\$54,719,903	6,473	GRAFTON	
Town of Hinsdale	Hinsdale	Main Street / Brattleboro Road Sewer Line Replacement Project	\$650,000	15.00	0.00	20.00	1.65	7.50	44.15	28	\$55,369,903	4,278	CHESHIRE	
Town of Troy	Troy	Wastewater Improvement Program	\$460,000	22.50	0.00	6.60	1.65	11.25	42.00	29	\$55,829,903	2,034	CHESHIRE	
City of Dover	Dover	River Street Sewer Pump Station Upgrade	\$2,400,000	22.50	0.00	13.40	1.65	3.75	41.30	30	\$58,229,903	28,703	STRAFFORD	1
Town of Northumberland	Northumberland	Northumberland Water & Sewer Improvements - Contract #3 (Groveton Village)	\$1,292,500	22.50	0.00	13.40	1.65	3.75	41.30	31	\$59,522,403	2,442	COOS	
Town of Wakefield	Wakefield	Wakefield WWTF Upgrade (Septage Handling)	\$150,000	30.00	7.50	0.00	0.00	3.75	41.25	32	\$59,672,403	4,834	CARROLL	
Town of Pittsfield	Pittsfield	Joy Street/South Main Street Pump Station Upgrades	\$288,324	15.00	7.50	0.00	3.35	15.00	40.85	33	\$59,960,727	4,353	MERRIMACK	
Town of Milford	Milford	WWTF Septage Receiving Facility Upgrade	\$1,188,275	22.50	15.00	0.00	1.65	0.00	39.15	34	\$61,149,002	14,965	HILLSBOROUGH	
Town of Hooksett	Hooksett	WWTP Phase 2 Capital Improvements	\$6,224,375	30.00	7.50	0.00	1.65	0.00	39.15	35	\$67,373,377	13,218	MERRIMACK	
Town of Merrimack	Merrimack	Interceptor Rehabilitation Project	\$1,600,000	30.00	0.00	6.60	1.65	0.00	38.25	36	\$68,973,377	26,297	HILLSBOROUGH	
Town of Walpole	Walpole	Wastewater Pump Station Upgrades	\$875,000	22.50	0.00	6.60	5.00	3.75	37.85	37	\$69,848,377	3,679	CHESHIRE	
Town of Rollinsford	Rollinsford	Foundry Street Pump Station Replacement	\$275,000	22.50	0.00	6.60	5.00	3.75	37.85	38	\$70,123,377	2,641	STRAFFORD	
Town of Epping	Epping	Mill Street Pump Station	\$246,000	22.50	0.00	13.40	1.65	0.00	37.55	39	\$70,369,377	6,053	ROCKINGHAM	
Town of Salem	Salem	Canobie L. Area Water & Sewer Improvements - Phase II	\$2,500,000	30.00	7.50	0.00	0.00	0.00	37.50	40	\$72,869,377	29,703	ROCKINGHAM	
Town of Waterville Valley	Waterville Valley	North End Sewer Extension - Phase II West Branch Rd / Stone Tower Ln / Birch Brook Ln	\$175,000	30.00	7.50	0.00	0.00	0.00	37.50	41	\$73,044,377	284	GRAFTON	
City of Berlin	Berlin	East Milan Road Pump Station, Gravity Sewer & Phase 2 WWTF Upgrade	\$21,627,000	3.00	7.50	13.40	3.35	7.50	34.75	42	\$94,671,377	10,287	COOS	
Town of Littleton	Littleton	Main Street Reconstruction Phase II Sanitary Sewer Replacement	\$356,000	15.00	7.50	6.60	1.65	3.75	34.50	43	\$95,027,377	6,313	GRAFTON	
Town of Amherst	Amherst	Baboosic Lake Phase 4: Expansion of Community Wastewater Collection System	\$485,000	15.00	7.50	0.00	0.00	11.25	33.75	44	\$95,512,377	11,563	HILLSBOROUGH	
Town of Greenland	Greenland	Fire Station Floor Drain System	\$32,500	30.00	0.00	0.00	0.00	3.75	33.75	45	\$95,544,877	3,383	ROCKINGHAM	



AMERICAN RECOVERY and REINVESTMENT CLEAN WATER SRF PRIORITY LIST GREEN INFRASTRUCTURE - NONPOINT SOURCE / ESTUARY PROJECTS

APPLICANT	LOCATION	PROJECT NAME	TOTAL	READINESS TO AWARD	ENV/PUB HEALTH BENEFIT	LOW IMPACT LEVEL (LID)	RIPARIAN BUFFER	STREAM MORPH.	TOTAL SCORE	CUMULATIVE AMOUNT	POPULATION	COUNTY	NOTES
Town of Peterborough	Peterborough	Downtown LID Stormwater Improvements	\$220,000	15.0	30.0	40.0	0.0	0.0	85.0	\$220,000	6,186	HILLSBOROUGH	
Town of Seabrook	Seabrook	Groveland Street Drainage Improvement	\$49,100	30.0	7.5	40.0	0.0	0.0	77.5	\$269,100	8,477	ROCKINGHAM	
City of Laconia	Laconia	Anthony Drive Stormwater Improvements: Replacement & Stream Restoration	\$533,150	15.0	15.0	0.0	20.0	20.0	70.0	\$802,250	17,138	BELKNAP	
Town of Wakefield	Wakefield	Lovell Lake Stormwater Management	\$225,000	22.5	7.5	40.0	0.0	0.0	70.0	\$1,027,250	4,834	CARROLL	
Town of Tuftonboro	Tuftonboro	Mirror Lake Recovery Project - Part B, Relocation of Lang Pond Road	\$200,000	15.0	30.0	0.0	20.0	0.0	70.0	\$1,227,250	2,340	CARROLL	
Town of Exeter	Exeter	Industrial Drive Culvert Improvements (Stormwater) Replacement (2) to Discharge 100 Year Flow	\$144,000	22.5	15.0	0.0	0.0	20.0	57.5	\$1,371,250	14,533	ROCKINGHAM	
Town of Goffstown	Goffstown	South Mast Drainage Improvements	\$700,000	22.5	15.0	0.0	0.0	20.0	57.5	\$2,071,250	17,688	HILLSBOROUGH	1
City of Laconia	Laconia	Lake Shore Avenue Stormwater Repair & Improvements	\$352,000	15.0	15.0	40.0	0.0	0.0	70.0	\$2,538,250	17,138	BELKNAP	2
Silver Lake Land Trust	Harrisville	Silver Lake Stormwater Management Project	\$115,000	7.5	7.5	40.0	0.0	0.0	55.0	\$2,186,250	NA	CHESHIRE	
Town of Wolfeboro	Wolfeboro	Stormwater System Upgrades Erosion Control & Drainage North Line, Bay and Pleasant Valley Roads	\$450,000	22.5	30.0	0.0	0.0	0.0	52.5	\$2,988,250	6,341	CARROLL	
Intervale Country Club	Manchester	Riverbank Reconstruction and Stabilization	\$700,000	0.0	30.0	0.0	0.0	20.0	50.0	\$3,688,250	NA	HILLSBOROUGH	
City of Laconia	Laconia	Centenary Ave./Lakeside Ave Stormwater Improvements	\$139,150	15.0	15.0	0.0	0.0	20.0	50.0	\$3,827,400	17,138	BELKNAP	
Town of Sandown	Danville	Sandown Rd. Culvert Replacement and Road Section Rebuilding	\$261,000	15.0	15.0	0.0	0.0	20.0	50.0	\$4,088,400	5,927	ROCKINGHAM	
Town of Sandown	Sandown	Wells Village Road Culvert Replacement	\$167,000	15.0	15.0	0.0	0.0	20.0	50.0	\$4,255,400	5,927	ROCKINGHAM	
City of Dover	Dover	Broadway Drainage Improvements Under B&M Rail Line	\$4,000,000	15.0	15.0	0.0	0.0	20.0	50.0	\$8,255,400	28,703	STRAFFORD	
Town of Sanbornton	Sanbornton	Water Quality Protection for Lake Winnisquam, Gray Road	\$20,700	22.5	7.5	0.0	0.0	20.0	50.0	\$8,276,100	2,867	BELKNAP	
Town of Sanbornton	Sanbornton	Water Quality Protection on Lake Winnisquam, Dr. True Road	\$228,580	22.5	7.5	0.0	0.0	20.0	50.0	\$8,504,680	2,867	BELKNAP	
Town of Sanbornton	Sanbornton	Water Quality Protection on Lake Winnisquam, Maple Circle	\$669,000	22.5	7.5	0.0	0.0	20.0	50.0	\$9,173,680	2,867	BELKNAP	
City of Concord	Concord	Bow Brook Culvert replacement	\$450,000	15.0	15.0	0.0	0.0	20.0	50.0	\$9,623,680	42,044	MERRIMACK	
Town of Chichester	Chichester	Perry Brook Culvert Replacements	\$495,000	7.5	15.0	0.0	0.0	20.0	42.5	\$10,118,680	2,481	MERRIMACK	
Town of Bedford	Bedford	Eastman Avenue Culvert Restoration & Stream Dredging	\$127,000	22.5	15.0	0.0	0.0	0.0	37.5	\$10,245,680	20,856	HILLSBOROUGH	
City of Concord	Concord	West Sugarball Road Drainage Outfall	\$170,000	22.5	15.0	0.0	0.0	0.0	37.5	\$10,415,680	42,044	MERRIMACK	
City of Nashua	Nashua	Lincoln Brook at Sanborn Drive Culvert Replacement	\$173,000	22.5	15.0	0.0	0.0	0.0	37.5	\$10,588,680	87,150	HILLSBOROUGH	
Town of Wolfeboro	Wolfeboro	Stormwater System Upgrades Stormwater Collection System & Treatment Systems Glendon St Area & S Main St Area	\$1,125,000	7.5	30.0	0.0	0.0	0.0	37.5	\$11,713,680	6,341	CARROLL	
Town of Newbury	Newbury	Sunapee Hills Stormwater Improvements	\$189,601	30.0	7.5	0.0	0.0	0.0	37.5	\$11,903,281	2,039	MERRIMACK	



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:
Ordinance Title: **O – 2009.04.22 – 8**
Chapter: Chapter 89, Dogs

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 89, entitled “Dogs” of the Code of the City of Dover, 1983; and

2. AMENDMENT

Chapter 89 entitled “Dogs” is hereby amended by inserting housekeeping changes throughout the entire Chapter 89

SEE ATTACHED ORDINANCE IN ITS ENTIRETY

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 Robert Carrier

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 – 2009.04.22 – 8**
Chapter: Chapter 89, Dogs

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, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
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.		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:
Ordinance Title: **O – 2009.04.22 – 8**
Chapter: Chapter 89, Dogs

ORDINANCE BACKGROUND MATERIAL:

The proposed ordinance represents a general re-drafting of an existing ordinance adopted over thirty years (30) ago in 1977 and revised in 1995.

The major substantive change in this ordinance is the banning of dogs on or near athletic fields used by Dover children and residents. The purpose is to limit the depositing of dog excrement on playing fields while the fields are not in use, but later discovered by children and other athletes when engaging in athletic activities.

Provisions regarding the unlicensed dogs are clarified.

There are a variety of housekeeping changes and changes in grammar throughout the ordinance.

DOGS

CHAPTER 89

[Revised in its entirety 09-13-95 by Ord. No. 13-95]

ARTICLE I

Licensing and Regulation

- 89-1. Definitions.**
- 89-2. License Required.**
- 89-3. Fees.**
- 89-4. Group Licenses.**
- 89-5. Replacement of lost license tag.**
- 89-6. Penalty for Unlicensed dogs.**
- 89-7. Seizure of unlicensed dogs.**

ARTICLE II

Nuisance Regulations

- 89-8. Running at large.**
- 89-9. Impoundment.**
- 89-10. Notice to owner; redemption.**
- 89-11. Barking dogs.**
- 89-12. Removal of Excrement.**
- 89-13. Violations and penalties.**

ARTICLE III

Miscellaneous Regulations



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:
Ordinance Title: **O – 2009.04.22 – 8**
Chapter: Chapter 89, Dogs

- 89-14. Restraint required.**
- 89-15. Examination of dog.**
- 89-16. City Parks and School grounds; dogs prohibited**
- 89-17. Violations and penalties.**

[HISTORY: Adopted by the City Council of the City of Dover: Art. I, 12-14-77*, Art. II, 12-14-77. Section 89-12 amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I. ; ***Amended in it's entirety by the City Council 09-20-95 by Ord. No. 13-95; Other amendments noted where applicable.]**

*Editor's Note: Provisions of this Article are derived from Ch. 54 of the former Code, adopted 12-14-77.

**Editor's Note: Provisions of this Article are derived from Ch. 55 of the former Code, adopted 12-14-77.

ARTICLE I Licensing and Regulation

89-1. Definitions.

For the purpose of this Article, the following definition of terms shall apply:

ACCOMPANIED means the owner or custodian must be able to see and hear the dog, or have reasonable knowledge of where the dog is, and be able to recall the dog on command.

AT LARGE means off the premises of the owner or keeper, unless accompanied by the owner. At no time, shall any dog be permitted on the private property of another person, without permission of said person.

DOG means ~~Both~~ male and female dogs **not exempted by state statute.**

OWNER—~~Shall~~ means any person keeping, harboring or having charge or control of, or permitting any dog to habitually be or remain on, or be lodged or fed within such person's house, yard or premises **within the City of Dover.** This term shall not apply to veterinarians or kennel operators temporarily maintaining on their premises dogs owned by others.

89-2. License required.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:
Ordinance Title: **O – 2009.04.22 – 8**
Chapter: Chapter 89, Dogs

Every owner or keeper of a dog ~~three (3)~~ **four (4)** months old or over shall annually, on or before April 30th, license their dog in the office of the City Clerk. The City Clerk's office shall furnish the owner or keeper with a dog tag ~~which that shall~~ contains the name of the City, year of issue and registration number. Said **dog** tag shall be attached and worn around the animal collar. (RSA 466:1)

89-3. Fees. [Amended 05-17-2000 by Ord. No. 06-2000]

- A. The fee for every license for a year or portion of a year shall be:
1. \$7.50 for dogs at least 4 months old but less than 7 months old which are not spayed or neutered and \$7.50 for a neutered male or spayed female dog; provided, however, that the owner or keeper of such spayed female dog or neutered male dog shall furnish a certificate from the person performing the operation to the satisfaction of the City Clerk.
 2. \$10.00 for any unneutered male or unspayed female dog.
- B. Notwithstanding paragraph A, the fee for every license for a year or a portion of a year shall be \$3.00 for a dog of either sex if the owner is 65 years of age or older; provided, however, that, if such owner wishes to license more than one dog, the fee for any additional license shall be as provided in Paragraph A.
- C. Fees for dogs licensed in a commercial kennel shall be based on the numbers of dog licenses, as in RSA 466:6 for group licenses. For purposes of this paragraph, "commercial kennel" means the establishment or domicile of any person who sells dogs at wholesale or retail; and, if retail, who sells or transfers 10 or more litters per year, or sells or transfers 50 or more puppies per year; or who derives 40 percent or more of his gross annual income from the sale or transfer of dogs.

89-4. Group Licenses.

- A. The owner or keeper of **five (5)** or more dogs shall annually by April 30th pay the required fee, provide proof of rabies inoculation for every dog they own and obtain a license authorizing him/her to keep the dogs upon the premises described in the license, or off the premises while under his control. Such owner or keeper shall not be required to obtain a "commercial kennel" license under 89-3(C) of this Chapter .



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:
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- B. The City Clerk shall not refuse to issue a group license to an owner or keeper who has complied with the requirements of this Section.
- C. The fee shall be \$20.00 per year with a late fee of \$1.00 per month assessed for any group not licensed by June 1st. [Amended 10-20-1999 by Ord. 12-99]
- D. No fee shall be required for dogs which are under the age of **four (4)3** months.
- E. The owner or keeper shall receive numbered license tags for each dog included under his group license.

89-5. Replacement of lost license tag.

Should the pendant giving the registered number of any dog licensed as by law required become lost or stolen, the City Clerk shall issue a new pendant (metal tag) for such dog, keeping a record of the change of number, and notify the Chief of Police of such change in a timely manner. [Amended 03-20-2002 by Ord. No. 14-02]

89-6. Penalty for Unlicensed Dogs.

- A. The City Clerk shall annually, between June 1 and June 20, prepare a list **for the City Council** of owners who have not **obtained or** renewed their dog licenses by May 31 ~~for the City Manager.~~ The ~~City Manager~~ **Council** shall, within **twenty (20)** days from June 20, **issue a warrant and authorize the City Clerk or the Police Chief** ~~direct the local law enforcement agency to issue civil forfeiture notices for each unlicensed dog. or seize any unlicensed dog and board it in a holding facility for a period of (7) days of a violation.~~ **The City Council may also authorize the Police Department to seize any unlicensed dog. Unlicensed dogs shall be held for a period of seven (7) days. (RSA 466:14)**
- B. ~~The local law enforcement agency shall personally deliver civil forfeitures to each owner of an unlicensed dog.~~ **Civil forfeitures may be delivered by certified mail, hand delivery of left at the abode of the dog owner. The original notice shall be delivered to the owner with a carbon copy to the city clerk. The owner receives the original notice and the law enforcement officer delivers the carbon copy to the city clerk.** The forfeiture notice **shall** indicate that the owner of the dog has **fifteen (15) calendar days of the notice of forfeiture (96) hours to pay the forfeiture fee, cost of service, and** to license their dog(s) or a summons to District Court will be issued by the Police Department. ~~There is a~~ **The forfeiture fee is Twenty-five (\$25.00) dollars and the service fee is five (\$5) dollars. forfeiture fee. The dog**



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~~owner is also liable for the license fee and any monthly late fine. When the dog owner has come in and paid the fine, the Clerk should indicate the date paid and inform the law enforcement officer. It would be the responsibility of the Failure to pay the forfeiture and service fees in a timely manner shall result in a summons to the District Court by an authorized law enforcement officer. to issue a summons to District Court. (RSA 466:13)~~

C. A fine not to exceed fifty (\$50) dollars shall be imposed for an offense. (RSA 466:13)

~~D. One the dog owner has been arraigned in District Court, the dog owner shall have **ninety six** (96) hours after said scheduled arraignment to license the dog and pay applicable late fees to the City Clerk's Office. [Added 03-20-2002 by Ord. No. 14-02]~~

~~E. Any dog owner who does not license the dog within the **ninety six** (96) hours after the first schedule court appearance, will be issued a second summons to District and shall pay a fine of up to two hundred fifty dollars (\$250.00) [Added 03-20-2002 by Ord. No. 14-02]~~

89-7. Seizure of unlicensed dogs.

A. Any **authorized** ~~person may and every~~ police officer shall **may** seize any dog not properly licensed **after a written warning** as required by Chapter 466 of the New Hampshire Revised Statutes — Annotated, as amended, and cause it to be transported to the Cochecho Valley Humane Society, ~~authorized by the city to~~ **or other incorporated society authorized to** accept such dogs. The **Cochecho Valley Humane Society, or other authorized incorporated society** shall keep said dog at the expense of the city for a period of time not to exceed seven (7) **consecutive** days. **Full title to the dog shall transfer to the Cochecho Valley Humane Society, or other authorized incorporated society, after seven (7) consecutive days.** If, after such time, the dog remains unclaimed, then, ~~and in such event,~~ the **Cochecho** Humane Society shall dispose of said dog at the expense of **the City of Dover.** ~~said city.~~
(RSA 466: 14)

B. Any owner of a dog, so seized, may reclaim said dog during the **seven (7)** ~~10~~-day period provided **for herein** ~~therefore,~~ by furnishing proof of a proper license, **and payment of the forfeiture fee and service fee, a reasonable daily facility fee, all necessary veterinary fees,** ~~payment of a penalty of ten dollars (\$10.00), and payment~~



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of ~~and~~ a twenty-five (\$25) dollar pick up and transportation service charge, ~~to be~~ paid to the Police Department. **(RSA 466:15)**

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89-11

~~C. Any unlicensed dog so seized and harbored in the manner herein prescribed and unclaimed by its owner may be claimed by any person who will license said dog and reimburse the city for all costs incurred by the city including the pickup and transportation charge of twenty five dollars (\$25.), which is payable to the Police Department, prior to taking the dog.~~

~~D. The city shall pay for the harboring and disposal of unlicensed dogs exclusively from the receipts obtained from the sale of dog licenses.~~

ARTICLE II NUISANCE REGULATIONS

89-8. Running at large.

A person who owns or keeps a dog within the City shall not permit or allow such dog to be at large in the City, unless:

- A. The dog is restrained by being kept on a leash not exceeding 8 feet in length; or
- B. The dog is accompanied by the owner or custodian and under voice control.

89-9. Impoundment.

It shall be the duty of every police officer or other law enforcement officer or other such person as may be designated by the **Animal Control Dog Officer** to apprehend any dog running at large contrary to the provisions of 89-8 and to impound such dog at the Cocheco Valley Humane Society **or other authorized incorporated society.**

89-10. Notice to owner; redemption.

Upon impoundment, the Police Chief or designee shall notify the owner in a timely fashion. ~~If such dog shall be impounded, the owner thereof, shall be notified forthwith.~~ The owner of any dog so impounded may reclaim such dog upon payment of all costs and charges incurred by the City of Dover for the impounding, **veterinary care**, and maintenance of such dog, including a pickup and transportation fee of twenty-five dollars (\$25.). Any dog so impounded which is not licensed and whose owner is unknown after a seven-day period may be destroyed. Any dog which appears to be suffering from rabies or affected with hydrophobia or other infections or dangerous disease, shall not be released, but may be forthwith destroyed.



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89-11. Barking Dogs.

A person who owns or keeps a dog in the city is hereby required to restrain such dog from extended and continuous barking or like noises that create a public disturbance or is deemed to be a continuous nuisance to abutters or neighbors for sustained periods of more than 1/2 hour, or during the night hours so as to disturb the peace and quiet of a neighborhood or area, Violations of this section shall be subject to penalties as prescribed under Section 89-13.

89-12. Removal of Excrement.

It shall be unlawful for the owner or person in control of any dog to allow that dog to appear in any public place or upon the property of any other person, unless said owner or person in control has in his or her possession a mechanical or other device for the removal of excrement; nor shall said owner or person in control, fail to expeditiously remove any such excrement deposited by said dog in any such place. ~~This ordinance shall not apply to a blind person while walking his or her guide dog.~~ **Hearing Ear dogs, Guide Dogs, Service Dogs and Search and Rescue Dogs pursuant to state law are exempt from the provisions of this ordinance.** Violations of this Section shall be subject to penalties as prescribed under section 89-13.

89-13. Violations and penalties.

Any owner found violating any provisions of this Article II shall be guilty of a violation and, upon conviction thereof, shall be punished by a fine of not less than twenty-five dollars (\$25.) for a first offense and, upon a second or subsequent conviction within twelve (12) months of a violation of this Article, a fine of not less than fifty dollars (\$50.) ~~nor more than one hundred dollars (\$100.).~~ (See RSA 466:31-a (supp))

ARTICLE III MISCELLANEOUS REGULATIONS

89-14. Restraint required.

Any person upon learning that a dog owned by him or kept in his custody has bitten any person shall forthwith tie up and restrain said dog from running at large for a period of ten (10) days and shall, as soon as possible, notify the **Animal Control Dog** Officer or the Police Department.

89-15. Examination of dog.



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It shall be unlawful for any person to kill or dispose of a dog owned by him or kept in his custody which has bitten a person until he has notified the **Animal Control Dog-Officer**, the Police Department or the Health Officer and until these officials have had an opportunity to examine the dog.

89-16 City Parks and School Grounds; dogs prohibited; exemptions

No Owner or keeper shall allow any dog, whether on a leash or off a leash, in any area of any park or school grounds where a playing structure is erected with safety materials underneath, or where scheduled athletic games and/or recreational programs are held. The prohibited area shall include the playing surface for the athletic games or programs including foul territory, throw in areas, batting cages, warm up-mounds and player seating areas. This prohibition shall only apply when signage has been erected announcing the prohibition.

Hearing Ear dogs, Guide Dogs, Service Dogs and Search and Rescue Dogs pursuant to state law are exempt from the provisions of this ordinance.

89-167. Violations and penalties.

- A. Any person convicted of a violation of this Article III, shall be fined not more than ~~one hundred dollars (\$100.)~~ **fifty (\$50) dollars.**
- B. Each day a dog is not restrained in accordance with 89-14, shall constitute a separate violation.