



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, December 14, 2011**
Meeting Time: **7:00pm**

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL ATTENDANCE**
5. **PROCLAMATIONS/AWARDS**
6. **APPROVAL OF AGENDA**
7. **PUBLIC HEARINGS – None**
8. **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.

9. **CITY MANAGER’S REPORT**
10. **APPROVAL OF MINUTES**
 - A. **November 2, 2011 – Workshop**
 - B. **November 9, 2011 – Regular Session**
 - C. **November 16, 2011 – Workshop**

11. **MAYOR’S REPORT**

12. **UNFINISHED BUSINESS**

- A. **ORDINANCES IN THE 2nd READING – None**
- B. **ORDINANCES IN THE 3rd READING – None**
- C. **RESOLUTIONS**

1. **RESOLUTION: ADOPTION OF FY2013-2018 CAPITAL IMPROVEMENTS PROGRAM**
SPONSORED BY MAYOR TREFETHEN BY REQUEST
2. **APPROPRIATION FOR FY2013 CAPITAL IMPROVEMENTS PROGRAM AND AUTHORIZATION FOR BONDING (REQUIRES A 2/3 MAJORITY VOTE)**
SPONSORED BY MAYOR TREFETHEN BY REQUEST



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, December 14, 2011**
Meeting Time: **7:00pm**

- 3. APPROPRIATION FOR FY2013 CAPITAL IMPROVEMENTS PROGRAM – NON-DEBT FINANCED PROJECTS (REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR TREFETHEN BY REQUEST**

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. RAFFLE – St. Mary Academy Scholarship Fund**
- 2. RAFFLE – Dover Children’s Home**
- 3. RAFFLE – City of Dover Employees to benefit Dover Food Banks**
- 4. RESOLUTION: APPROVAL OF ZEBRA CROSSINGS LEASE,
ROOM 328, McCONNELL CENTER
SPONSORED BY MAYOR TREFETHEN BY REQUEST**
- 5. RESOLUTION: APPROVAL OF MOUNT PROSPECT ACADEMY LEASE,
ROOM 317, McCONNELL CENTER
SPONSORED BY MAYOR TREFETHEN BY REQUEST**
- 6. RESOLUTION: EXCLUSIVE LISTING AGREEMENT EXTENSION
WITH GRUBB & ELLIS
SPONSORED BY MAYOR TREFETHEN BY REQUEST**
- 7. RESOLUTION: EMERGENCY MANAGEMENT PERFORMANCE GRANT
SPONSORED BY MAYOR TREFETHEN BY REQUEST**
- 8. RESOLUTION: B07052 – CHEMICAL ROOT CONTROL ADDITIONAL SERVICES
SPONSORED BY MAYOR TREFETHEN BY REQUEST**
- 9. RESOLUTION: B12024 – AWARD OF BID FOR EXCESS WORKERS
COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
SPONSORED BY MAYOR TREFETHEN BY REQUEST**
- 10. RESOLUTION: B12031 AWARD OF BID FOR CONSULTING SERVICE FOR
COMMUNITY WIDE VISIONING PROCESS
SPONSORED BY MAYOR TREFETHEN BY REQUEST**



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, December 14, 2011**
Meeting Time: **7:00pm**

COMMITTEE REPORTS

1. School Board (2)
2. Planning Board
3. Appointments Committee
4. Recreation Advisory Board
5. McConnell Center Advisory Committee
6. Arts Commission
7. Solid Waste Advisory Commission
8. Transportation Advisory Commission
9. Joint Building Committee – Horne Street
10. Joint Building Committee – Media Access
11. Legislative Liaison
12. Pool Advisory Committee
13. Parking Commission

B. RESOLUTIONS

1. **AUTHORIZATION FOR THE PURCHASE OF A CONSERVATION EASEMENT BY THE CITY OF DOVER CONSERVATION COMMISSION**
SPONSORED BY MAYOR TREFETHEN BY REQUEST
2. **SCHOOL BUS CONTRACT**
SPONSORED BY MAYOR TREFETHEN BY REQUEST
3. **B11052 – NORTH END PRESSURE ZONE CONTRACT 1 – WATER TRANSMISSION MAINS ADDITIONAL SCOPE OF SERVICE**
SPONSORED BY MAYOR TREFETHEN BY REQUEST
4. **ACCEPTANCE OF BEACON CIRCLE**
SPONSORED BY MAYOR TREFETHEN BY REQUEST
5. **REQUESTING SUPPORT FROM THE CONGRESSIONAL DELEGATION AND THE GOVERNOR OF THE STATE OF NEW HAMPSHIRE FOR THE CONTINUATION OF DOVER AS A STOP ON THE AMTRAK DOWNEASTER ROUTE**
SPONSORED BY MAYOR TREFETHEN
6. **CODIFICATION OF CITY ORDINANCES**
SPONSORED BY MAYOR TREFETHEN BY REQUEST
7. **SET EFFECTIVE DATES OF CHARTER AMENDMENTS**
SPONSORED BY MAYOR TREFETHEN BY REQUEST

C. ORDINANCES IN 1ST READING

1. **CHAPTER 166, VEHICLES AND TRAFFIC, SMITH WELL PARKING RESTRICTION (TO BE REFERRED TO A PUBLIC HEARING ON JANUARY 11, 2012)**
SPONSORED BY DEPUTY MAYOR WESTON AND COUNCILOR CRUIKSHANK



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, December 14, 2011**
Meeting Time: **7:00pm**

14. COUNCIL CORRESPONDENCE

A. LETTER FROM JEAN CONTE, RECEIVED NOVEMBER 17, 2011.

B. LETTER FROM BRIAN STERN, DATED DECEMBER 6, 2011.

15. COUNCIL MATTERS OF INTEREST

16. ADJOURNMENT



CITY MANAGER'S REPORT



DECEMBER 14, 2011

"Action and reaction, ebb and flow, trial and error, change - this is the rhythm of living. Out of our over-confidence, fear; out of our fear, clearer vision, fresh hope. And out of hope, progress."

Bruce Barton

SUBMITTED BY:

**J. MICHAEL JOYAL, JR.
CITY MANAGER**

**CITY OF
DOVER, NH**

AVAILABLE ONLINE:

WWW.DOVER.NH.GOV

STREETS, WATER, SEWER UPDATES

Utilities: Crews finished the annual unidirectional flushing program during the first week of November, to include approximately 1138 hydrants (both City-owned and private). Crews are now focused on winterizing all the hydrants throughout the City. This process for winterization includes pushing a hose to the bottom of the hydrant and using a small pump to pump out the water. Once all of the hydrants have been pumped, crews conduct a second round verifying that the hydrants are dry. During the second round, if the hydrant is full of water, a work order is issued for repairs so that the hydrant can be winterized. Staff is currently working on 10 hydrants that failed the second round. Once the winterization project is done, the crew will be installing hydrant flags for snow plow operations. The hydrant winterization project also allows the division to update the hydrant list and location on the GIS and for the fire department.

A homeowner on Pondview Drive reported a leak in front of their residence. Crews were able to locate a service leak on the City's side and replaced the large 2" service with a 1" line. Test pits were performed at the end of Old Littleworth Road, within the Spaulding Turnpike's ROW. Crews are working with the engineers from Wright Pierce to facilitate the design for relocating the existing 12" main out of the walking tunnel. Temporary repairs have already been made on the pipeline and City crews intend to bury the main and run the pipes through the current sleeve located under the turnpike.

Streets: The Highway Division continued to keep up with various potholes throughout the month of November. Crews repaired any mailboxes and lawns damaged as a result of plowing operations from October's snow storm. A leaf cleanup was conducted in the downtown in preparation for the winter season and several piles of leaves and debris were cleared from the City's right-of-ways. Following the storm, crews were out for several days gathering and chipping downed limbs and branches. Approximately 12,000 gallons of brine was mixed (salt/water solution) to use as a pretreatment for the roads.

Brush cutting was performed in the following areas: Spur Road, Gerrish Road, Finch Lane, New Bellamy Lane, Old Dover Point Road, Long Hill Road, Sixth Street, Whittier, Street, Tolend Road, Columbus Avenue, Crosby Road, Old Stage Road, Faraday Drive, Boxwood Lane, Ironwood Lane, and the Garrison Hill ski area. Gravel roads were graded on Iona Avenue, Bay View Road, Old Garrison Road, two areas on Boston Harbor Road, and the dirt section between Piscataqua Road and Drew Road.

Repairs were made to the catch basins, after many were beginning to cave in on Chapel Street, Stark Avenue, Washington Street, Cassily Lane, Silver Street at Towle Avenue, Silver Street at Belknap Street, Back River Road at James Street, Back River Road at Digby Lane, Spruce Lane, and Danielle Lane at Mathes Hill Drive. In an effort to minimize flooding, curb lines were cleared of leaves in problem areas on Fisher Street, Washington Street, Mt. Vernon Street, Broadway, and Fourth Street. Crews worked with the Utilities Division to make additional repairs to catch basins and manholes and smoothing out any protruding areas, preventing them from being struck by plows over the winter. Sidewalk repairs were also made on Chapel Street, Washington Street and Fifth Street. Crews cut down and paved any concrete panels which were sticking up, eliminating potential trip hazards.

PROGRAMS AT CITY CENTERS/BUREAUS

Investigations/Legal Bureau: During the month of November, 2011, there were 4 letters generated by the Dover Police Special Investigations Unit (SIU) that were sent to certain licensed liquor establishments in Dover. The letters were a result of analysis of police reports involving overly intoxicated persons. When it is determined where an overly intoxicated person had been over-served, a letter is sent from the police

department to the establishment. The letter, along with the police report, is also sent to the NH Liquor Commission's Bureau of Enforcement.

A total of 7 registered sex offenders were processed during the month. The processing of a sex offender can range from the annual, semi-annual, quarterly, or initial registration. It can also include a change of address or other information that must be updated.

Throughout the month of November the SIU continued to investigate various burglaries. Burglary investigations from previous months continue as well. These burglaries appear to be committed largely by individuals with significant drug problems who need money to support their addictions. SIU has been part of a department wide effort to educate the public in order to prevent future burglaries.

SIU also conducted the follow-up investigation to the significant fire that destroyed a city storage facility on River Street on November 4, 2011.

During the month of November, the SIU also investigated an untimely death case.

SIU is also responsible for conducting background investigations into candidates for employment at the Police Department. During the month of November, two investigations of this type were on-going.

Parking Bureau: Municipal Services Bureau is continuing to collect unpaid out of state parking violations for the city. As of 12/2 they have collected \$13,975 (gross) \$11,665 (net to the city). This represents a collections rate of just over 14% for tickets up to 10 years old.

The Parking Commission will be reviewing the upcoming budget for the Parking Bureau at their meeting in the beginning of December.

Parking Manager Bill Simons and members of the Parking Commission attended two presentations by River Valley Development Corporation in November about a proposal to develop three downtown lots.

Traffic Bureau: The Traffic Bureau provided assistance to coordinators of the WTSN/WBYY Caring and Sharing 2011 Food Drive at the Hannaford Supermarket, 833 Central Avenue, from November 3 - 6. Traffic cones and other equipment were used to block off sections of the parking lot and to facilitate the safe and orderly flow of traffic around the site.

Sgt. Speidel and Captain Breault accompanied other City of Dover emergency responders at a regional Gas Emergency Preparedness Meeting on November 3 in Portsmouth. The meeting was facilitated annually by Unitil. Agenda topics included emergency response organization, communications, overview of infrastructure and systems, and review of incident command roles.

Sgt. Speidel coordinated the logistics of voter parking at five of the six ward polling facilities during the municipal election on November 8. This involved advance deployment and posting of cones, barricades, and signs to promote parking turnover for voters and allow for safe and orderly flow of traffic.

Sgt. Speidel coordinated parking and traffic logistics for the Dover High School boys football home playoff game against Spaulding High School, which brought even larger crowds than September's homecoming

game to DHS Dunaway Field. This included scheduling of police personnel for traffic and security posts, and advance deployment of event parking and no parking signs to facilitate traffic flow.

The Traffic Bureau was responsible for many of the logistical considerations for the city's annual Holiday Parade on November 27. Sgt. Speidel worked closely with staff and volunteers from St. Mary Academy in their third year organizing the parade. The Traffic Bureau coordinated the temporary suspension of freight train service at the Dover grade crossings, the advance posting of on-street parking restrictions, deployment of temporary traffic control equipment, and the scheduling and assignment of police officers, explorers, and other agency volunteers to facilitate the street closure and traffic detours.

Sgt. Speidel performed 5 child passenger seat inspections during the month of November. All checks were by appointment. Each safety check involves a review of child restraint systems in the caregiver's vehicle, instruction on proper child seat installation procedures, and discussion of safety precautions specific to the age group. Each safety check takes approximately 30 to 60 minutes. Sgt. Speidel is a certified Child Passenger Safety technician, and the Police Department provides this service free of charge.

Patrol: During the month of November, officers handled a total of 2,240 incidents resulting in the following activity / arrests:

950	Traffic Stops
40	Total arrests
11	DWI arrests
4	Drug related arrests
6	Arrests for Assault
4	Theft related arrests
6	Arrests for Criminal Mischief
4	Arrests were for other agency warrants\
1	Arrest for Stalking
4	Arrests for various other charges
8	Arrested were juveniles

Officers from the Field Operations Division were also involved in two major incidents during the month of November.

At approximately 10:30 AM on November 4th, patrol officers responded to the River Street to assist the Dover Fire Department at a structure fire of a City of Dover owned storage building. An officer responding to the scene observed two juvenile males walking on River Street away from the fire and towards Henry Law Avenue. The officer stopped the boys who were questioned about the fire. As a result of the questioning, the two juveniles were arrested and charged with Arson and Criminal Trespassing.

On November 12th at approximately 9:30 PM, patrol officers responded to a Long Hill Road residence for a report of a disturbance in which a male subject had fired numerous rounds from a handgun. The officers encountered the subject outside of his residence and were able to safely take him into custody. A firearm was seized as were five spent shell casings. The subject, who was intoxicated, was arrested and charged with Reckless Conduct.

Diversión Program: The Diversión Committee met on Thursday, November 10, 2011. The committee held one review/release meeting and one new intake meeting.

As of this report, there are two active members in the Dover Diversión program. The next meeting is scheduled for Thursday, December 15, 2011.

At the time of this report, there is one new case awaiting the December 15, 2011 meeting. Any additional new cases will be next reviewed at that meeting date, or a date determined by the committee.

Dover Housing Authority: On November 2, 2011, Officer Joslin helped with the Citizen's Police Academy by assisting with a demonstration of the equipment used by members of the Strafford County Tactical Operations Unit.

On November 9th, Officer Joslin met with Management at Redden Gardens. They had contacted the Police Department in an effort to begin a Neighborhood Watch Program. Officer Joslin and the group held their first Neighborhood Watch Meeting on November 30th.

On November 23rd, Officer Joslin assisted with the Thanksgiving dinner at Blue Latitudes. Feliciano Limousines provided transportation to the restaurant free of charge. Officer Joslin along with volunteers from the Dover Housing Authority assisted the elderly on and off the Limousine Bus. He also helped to serve meals.

On November 27th, 2011, Officer Joslin and several members of the Dover Housing Authority once again entered a float into the annual Holiday Parade. This year's theme was "Heroes". The Housing Authority chose Seymour Osman as their hero and paid tribute to the DHA Community Center and all the programs that it provides to the kids of the DHA community.

During the month of November, Officer Caproni continued his work with the Quantum Program at the Seymour Osman Community Center. The Quantum Program is a comprehensive youth asset development and incentive program. It provides academic support, mentoring, career/post-secondary education planning, social skills development and community service opportunities to select high school students.

In November, Officer Caproni assisted Quantum Director Mimi Bergere with ongoing activities that include but are not limited to mentoring in homework, nutrition, community service and cultural events. Some special events included trips to see theatre productions "Acrobats of China" and "Guys and Dolls".

Community service for the month included maintenance work at the Browne Center, a Community Breakfast, and a Community Dinner for local residents. Upcoming events and community service opportunities include "A Christmas Carol", holiday food basket deliveries, and holiday childcare on Saturdays in December to fundraise for the program.

Community Service Program: The Community Service program tracked 19 active participants in the month of November. Of the 19 juveniles in the program, 6 participated during the month of November. A total of 16 hours of community service work was completed with 3 members completing their obligation during the month of November. In 2011, 325.5 hours of community service has been completed and 11 members have finished their court ordered hours.

Most of the community service was completed in the form of cleanup around the McConnell Center.

Police Explorer Program: During the month of November, the Explorer Post was transitioned from Officer Lilyestrom to Officer Caproni as the new Explorer Post Advisor. The Post met on November 16th and introductions were made. The meeting covered Rules and Regulations, uniform requirements, drill and ceremony, possible future events, and training suggestions.

On November 27th, six explorers assisted with traffic control during the Dover Holiday Parade.

The Explorer Post currently has eight explorers and there are no background checks in progress. There are three new explorers who have been invited to recent meetings and have attended at least one so far.

The next meeting is scheduled for December 7th.

Dover Coalition for Youth: Last month, Dover was named one of the 100 Best Communities for Young People. The recognition came with a \$2,500 grant to be used for a community celebration and youth programming. The Dover Coalition for Youth is currently planning an awards celebration to take place at the NH Children's Museum on Tuesday February 7th. The event will bring recognition to the City of Dover and the many programs that helped Dover win the award. Five organizations that exemplify America's Promise Alliances Five Promises will be awarded a \$250 mini-grant.

The Coalition is developing a new and improved website that will serve as a resource to Dover residents looking for prevention and treatment programs. The site will also be a resource for other communities looking to replicate the programs and services that we offer. The site is expected to launch in January.

The Coalition has received the official results of last month's prescription drug take back event. The 47.7 lbs. of prescription medications collected in Dover represented 40% of the drugs collected in all of Strafford County making this third take back event another successful one.

Youth to Youth: On November 4, 2011, twenty-two members of Youth to Youth had an all-day media training day at the McConnell Center provided by a professional video company. The students received advanced training on lighting, sound, camera angles and general principles of video production. As a part of the training, four new video PSAs were created using scripts from previous radio PSAs.

Members of Dover Youth to Youth provided 8 presentations of the *Sam Skunk Medicine Safety* lesson covering every student in 1st grade and Kindergarten at Garrison School; approximately 180 students. After each presentation, the Youth to Youth students showed the class examples of candy and medicine mounted side by side to show the younger kids how similar they can look.

On Nov. 22nd Youth to Youth students also gave an assembly to all 80 Garrison School 2nd graders. This presentation was the *Samantha Skunk Smoking Stinks* presentation.

On November 2nd, six members of Youth to Youth presented at the Maine Youth Action Network annual conference in Augusta, Maine. Dover Youth to Youth member Paige Niler gave a keynote presentation on advocacy to all 300 attendees. Dover students also presented two workshops on Tobacco Advertising and Media Literacy to conference attendees.

Teen Center: The Dover Teen Center calendar for November 2011 consisted of educational and social programming for the youth participants.

For the month of November 2011, the Teen Center saw a total of 649 participants, on 15 days of programming, which yielded an average of just over 43 participants per day.

Some program highlights for the month of November 2011 included, but were not limited to the following:

- TC Special Event – “TC After Dark – Acoustic Showcase” (11/3)
- TC Snack Special – “Pancake Madness” (11/7)
- TC Crafts – “Duct-Tape Wallets” (11/9)
- TC Snack Special – “Pasta-Fest” (11/17)
- TC Music Event – DoverPalooza – “Thanksgiving Show” (11/18)
- TC Sports Event – “Flag Football” (11/21)
- TC Annual Event – “Thanksgiving Community Dinner” (11/23)
- TC Annual Event – “Dover Holiday Parade” (11/27)
- TC Movie Afternoon – “Captain America” (11/29)

As December approaches, so does preparation for Winter Holiday events, including the Winter Break Week, which will be full of fun activities for the Dover Teen Center participants.

On November 29, 2011, the Dover Teen Center also learned that it would be receiving a check in the amount of \$21,524 for the Dover Teen Center from the pharmaceutical company Lonza. This is half of the proceeds of the company’s annual LONZA Harvest Open charity golf tournament which was held in September. The Dover Teen Center and another charity were each chosen to receive proceeds from the tournament.

Downtown Liaison Unit: The Downtown Liaison Unit handled a variety of calls for service while patrolling in the downtown area and along the community trail. They took enforcement action on numerous traffic and city ordinance violations. A breakdown of the enforcement activity is below:

- 14 pedestrian crosswalk warnings
- 4 bicycle sidewalk warnings
- 4 skateboard warnings
- 11 assistance calls
- 15 total motor vehicle warnings
- 6 motor vehicle crosswalk warnings
- 5 motor vehicle one way warnings
- 1 arrest for Criminal Mischief

On November 29th at approximately 2:30 PM an officer assigned to the downtown Liaison Unit responded to the area underneath the Community Trail Bridge and found a person defacing the bridge with spray paint. The subject was arrested and charged with Criminal Mischief.

Animal Control: For the month of November, there were a total of 67 animal calls. Of those, 21 were handled by the Animal Control Officer, 20 were handled by dispatch and 26 by patrol officers. The following is a breakdown of the 21 calls handled by the Animal Control Officer:

- 6 found animals
- 2 wildlife calls

- 4 animal welfare calls
- 1 loose dog
- 3 lost dogs
- 2 dog bites
- 2 deceased animals
- 1 nuisance animal call

During the month, ACO Ladisheff received 47 voicemail messages from citizens.

K-9: On November 2, 2011, Officer Keefe responded to a Portland Avenue business for a report of a burglary. K9 Grinko conducted a track from the likely point of entry and through the parking lot. The track ended at the corner of the lot. The dog was then used to clear the building to ensure that there were no suspects inside.

On November 6, 2011, Officer Keefe responded to an Austin Drive residence for a disturbance call. It was reported that one of the persons involved in the disturbance had fled from the home. A track with K9 Grinko was attempted but the scent was lost in a wooded area near the home.

On November 27, 2011, Officer Keefe responded to a Dover Point Road business for a report of a burglary. Officer Keefe and K9 Grinko conducted a track at the east side of the building. The track ended at the corner of the lot. The dog was then used to clear the building to ensure that there were no suspects inside. During the month of November, the K-9 Unit conducted a total of 20 hours of training.

Communications Bureau: On November 4th, the Communications Bureau handled the dispatching of the River Street structure fire.

During the month, the Communications Bureau handled 9,487 radio transmissions, 8,914 phone calls, 365 emergency calls, 89 alarms, and 272 customers in the Police Department's lobby.

Recreation Programs: Winter program registrations are coming to a close with most of the programs reaching full capacity or expanding. An expanded travel program has also been advertised to run through the Senior Center.

Sign-ups are ongoing for many basketball leagues, including Lil' Shots (K - 2nd graders), Midget (3rd and 4th graders), 5th & 6th grade house, JH (7th & 8th grade), Northeast League (HS Boys) and HS girls. The 18+ Men's Basketball league began games on November 13th. Games are played at the McConnell Center on Sunday mornings and Thursday evenings. The 35+ Men's Basketball League and the 50+ Men's Basketball League wrapped up sign-ups and will begin games the first week of December. Both leagues have 6 teams. The 35+ League will play Monday nights at McConnell, and the 50+ league will play Wednesday nights at McConnell. The Seacoast Women's Basketball League began games on November 20th and has 7 teams. They play Sunday afternoons at the McConnell Center.

5th & 6th grade house basketball league held their work out on November 19th at the Garrison Elementary School Gym. There are 8 boys teams and 3 girls teams, and they will play most of their games on Saturday mornings at McConnell, while practicing during the week at the elementary school gyms in the evenings.

The adult fitness schedule continues to be packed full of a variety of classes to suit every fitness need. New sessions of Pilates, Interval Toning, Yoga, Tai Chi and Zumba® classes begin every 6 weeks. All classes will begin new sessions in January.

Senior Center Programs: The Dover Community Senior Center continues their recurring activities including Bingo, Bridge, Crafts, Canasta, Whist, Poker, Pay Me, Scrabble and Cribbage.

The Silver Strummers have been out in Dover performing their holiday music and rehearsing on Wednesdays at the Center.

Bill Voyer sang patriotic songs at the Social held on November 19th for 20 of our members.

The travel department went on a Casino escape to Mohegan Sun and Foxwoods in November and look forward to new day and overnight trips to be announced in December.

Plans continue for the big Christmas party to be held on December 15th.

Mystery Lunches: 48

Senior Advisory Board Meeting: 10

Senior Monthly Social: 20

Indoor / Outdoor Pool: During the month of November the Indoor Pool saw the end of the fall session of swimming lessons for the public. Home school lessons will soon finish up.

The pool has seen its fair share of Therapy swimmers with both Marshwood and Noble school systems using the pool on a weekly basis to account for about 30 swimmers.

The Hydrofitness class continues to draw about 10 or so participants even in the holiday season.

High school swimming has begun with Dover, St. Thomas, Spaulding, Oyster River and Berwick Academy using the pool on a regular basis.

The Masters team is still running strong with 25-30 swimmers at every practice.

Seacoast Swimming continues its short course season coming in every day of the week except Sundays.

Birthday party reservations are beginning to get busy as the snow approaches.

Adult Lap Swim: 25-30 swimmers daily

Ice Arena: November has kicked off the winter season in good fashion with lots of activity with public skating and stick practices.

The Dover Arena hosted WTSN and their Caring and Sharing food drive with 28 families making a donation during public skating.

The Coca Cola Classic Hockey Tournament was held on November 25 – 27, 2011. There were 12 teams and over 200 young hockey players from all over New England and one team from Canada in our community.

Stick Practice: 481

Public Library: Attendance at 25 special programs (storytimes, movies, China lecture) is 446. Children made 240 crafts at the “Make-It, Take-It” Table in the Children’s Room.

DEPARTMENTAL COLLABORATION & ENHANCEMENTS

The Planning Department worked with the School Department to finalize its submissions for the Capital Improvement’s Program. Additionally, the two offices worked together to understand the use and regulations around impact fees. This discussion led to a proposed expenditure of impact fees for automotive classrooms at the Regional Career Technical Center.

The Director of Planning and Community Development and the Economic Development Director have discussed options for increasing education about signage for the business community.

The Planning Department worked with the Community Services Department to identify needs on the Community Trail. This work included signing off on the work being completed under the Spaulding Turnpike.

Department of Planning and Community Development staff met with similar staff in Rochester and Portsmouth to review their Community Development Block Grant programs. This review is part of the overall review staff is completing on our program.

Planning and Community Development staff assisted the Community Services and Inspection staff with a review of outstanding issues on several projects, and took the lead on reaching out to the developers. The plans/projects are as follows:

- Gladiola Way
- Nye Lane/Pacific Landing
- Willand Pond
- 375 Sixth Street

The Dover Public Library aided the school libraries on 2 occasions with Dovernet automation system tasks.

PLANNING & ZONING

In addition to the day to day activities in the Planning Department, staff facilitated the following applications before Boards and Commissions:

Planning Board

Two Conditional Use Permits for FW Webb, located at 218 Knox Marsh Road. (P11-55)

- One permit was required because the project is within the groundwater protection district
- One permit was needed to reduce the parking space requirements

A Site Plan Review of land for FW Webb, located at 218 Knox Marsh Road. (P11-56)

→ This plan will create a 65,000 square foot retail, warehouse and distribution building)
A Site Plan Review of land for City of Dover School District, located at 78 Horne Street. (P11-49)
→ This plan will reconstruct pavement & reconfigure parking/student drop off.

A Site Plan Review of land for City of Dover, located at Henry Law Park & Washington Street (P11-57)

→ This plan was for the relocation of the Pedestrian Bridge.

A Minor Subdivision of land for Maureen & Michael Ryan, located at 15 Arch Street to create 1 new lot.(P11-50)

A Conditional Use Permit for Dahn & Norma Tibbett, located on Gulf Road. (P11-58)

→ This will allow encroachment into the wetlands buffer.

A Site Plan Review of land for Cocheco Mills, LLC, located at 100 Main Street, 43 & 51 Washington Street. (P11-60)

→ This plan includes the change of use of 120,000 sq. ft. office space to 120 residential units.

Zoning Board

No cases were heard in November.

Conservation Commission

A Conditional Use Permits for FW Webb, located at 218 Knox Marsh Road.

→ One permit was required because the project is within the groundwater protection district

A Conditional Use Permit for Dahn & Norma Tibbett, located on Gulf Road.

→ This will allow encroachment into the wetlands buffer.

The Capital Improvement's Program was reviewed by the Planning Board on November 8th and adopted that night, after a public hearing. It was forwarded with an amendment regarding the Water Fund projects, to the City Council.

CITY GROUNDS – FACILITIES & PARKS

Facilities & Grounds crews continued to handle daily requests for service at the City Hall and Police Department offices. Custodial duties were performed at the Public Works Facility, Train Station and City Hall, as well as filling in at the Library and McConnell Center as needed. Employees conducted normal day-to-day maintenance, clean-up and ground maintenance of municipal buildings.

The outdoor pool renovations are underway. Facilities & Grounds and Public Works employees helped to prepare the building and the grounds for the project, removing old fixtures, patios blocks and bushes to facilitate the project. Boiler cleanings continued and the preventative maintenance on the HVAC equipment commenced. The Indoor pool had some serious issues with leaks around the boilers that still need to be addressed. The source of the leaks in the auditorium at City Hall is still being identified. MJ Murphy was able to seal one area; however, there are still two areas that have not been identified.

Downtown décor streetlight bulbs continued to be changed as needed. Employees assisted volunteers with hanging Christmas lights and wreaths. Urban Tree also assisted with the lights on the Christmas tree in Rotary Park.

Graffiti continued to be a problem throughout the City. Large drawings were tagged on private buildings as well as the area underneath the Community Trail Bridge

Crews started to prep the Garrison Hill sledding area, cutting brush and mowing the slopes. Public Works employees assisted with their roadside mowing equipment to push back brush on the roadway and the county assisted with the placement and securing of the hay bales. Employees were also assisted by county workers with leaf pick-up in Pine Hill Cemetery.

Sign work continued in the posting of signs for new developments as well as the replacement of existing signs as needed. Tree trimming around signs has also been ongoing.

There were several motor vehicle accidents which incurred damage to City property, a sign at Week's Crossing, a traffic signal pole at Week's Lane, the adopt-a-spot triangle at Washington & Main Streets, all of which required repairs. Also, the copper flashing was stolen from the roof of the Armory, the damage estimated at approximately \$10,000.

Pine Hill Cemetery will be receiving a gift of a 25-foot flag pole and granite bench, dedicated to the memory of local businessman Doug Stone and all those who perished on 9-11. The gift will be presented by his business partner and friend, Tad Parker, to be set on December 2nd. A formal dedication ceremony should be planned for a future date.

GENERAL UPDATES

The Department of Planning and Community Development attended a meeting with the Economic Development Director on understanding the Federal Government's Economic Development Agency grants and outreach efforts.

The Director of Planning and Community Development spent much time in November working on posting, reviewing applications and interviewing applicants for the Assistant City Planner position. This work included much assistance from the Finance Director in reviewing the funding allocated for the position.

A steering committee for Master Plan updates was appointed by the Planning Board. It includes:

- Jack Mettee (DIBIDA member)
- Dana Lynch (Chamber representative)
- Kirt Schuman (Planning Board member)
- A Councilor (To be appointed by the Mayor)
- Allison Webb (resident)
- Anne Ross (resident)
- Norm Fracassa (resident)

Staff drafted and released a request for proposals for a consultant to assist the above committee in gathering community information and views to develop the visioning and goals for the Master Plan. This work should begin in January.

The Planning Board posted 10 of the 15 land use amendments suggested by the EPA Building Blocks report. These amendments act to promote alternative energy sources, reduce the City's carbon footprint and encouraging use of sustainability through resource allocation.

The Director of Planning and Community Development is working with the Planning Board Chair to develop an educational program for the 2012 workshops that occur the second Tuesday of the month for Planning Board members.

In November, Planning and Community Development staff participated in five (5) webinars. Topics included Low Impact Development, municipal recycling efforts, electronic polling, ethics for users of social media and linking agriculture to economic development.

The newest piece of Fire Department equipment was placed in service. A 2011 Smeal pumper was placed in service as Engine 8 after a couple of weeks of training. This vehicle, part of the 2010 CIP was placed in service at Central Station. Engine 3, a 1990 pumper, will be retired and was part of a trade-in allowance and will be sent to the dealer.

Fire Engine 4, a quint type engine is currently at Coastal Auto Body getting some rust and corrosion fixed and should be returning around December 20th.

Chief Driscoll attended a table top exercise involving the Seabrook Nuclear Power Plant. The drill included members of the State of NH, State of Massachusetts, FEMA and the owners of Seabrook Nuclear Power Plant. This drill simulated an incident at the plant that led to an evacuation. Dover was responsible for opening its reception center and a 48 hour plan was put in place.

Dover Fire made available a member of the department to Dover Middle School Career Day.

A Storm critique was held for the Snowtober storm. This meeting of all participants of the Emergency Operation Center was used to review current plans and look forward to see if any other issues needed to be addressed. Sheltering and Warming Centers is one area that requires further study and planning.

The Fire Department has revised its response plan when staffing is dropped to 11 people. This plan, which has been in place since July, is used when a position is not backfilled due to a reduction in overtime. The plan directs which vehicles respond to which calls. This plan has been altered to better answer sequential calls which often pull the forces in multiple directions. We will review these changes in 60 days to ensure firefighter and citizen safety is not compromised.

Library Director invited to join Broadband Stakeholders Group at Strafford Regional Planning Commission to advocate for “last mile” Internet connectivity and access.

Library has initiated “Food for Fines” Drive to garner canned goods and supplies for the annual Dover City Food Drive: \$.50 off library fines for each item donated by patrons.

CITY OUTREACH

Seventeen citizen surveys were mailed out in November by the Police Department. Three surveys were returned this month. The respondents were asked to rate the officers and dispatchers in terms of attitude, helpfulness, skills and abilities. Specifically, ratings were as follows:

Dispatcher rating

Attitude and Helpfulness - 2 Excellent, 1 Had no contact with a Dispatcher

Skills and Abilities - 2 Excellent, 1 Had no contact with a Dispatcher

Officer ratings

Attitude and Helpfulness - 3 Excellent

Skills and Abilities - 3 Excellent

The Planning Department uses Facebook and Twitter to update its friends and followers on department happenings

The Department of Planning and Community Development promoted the Dover Community Trail through the facebook fan page for the trail (with 292 fans), as well as a Sustainable Dover facebook fan page for the trail (with 110 fans).

The Director of Planning and Community Development continues to act as an advisor to the Dover Listen's committee, and attends their monthly meetings.

The Director of Planning and Community Development met with the Dover Friends (Quakers) at their meetinghouse to discuss the City's sustainability initiatives and activities.

The Planning Director attended the Parking Commission meeting to assist the Commission in its review of the proposed redevelopment of the City's four parking lots.

Planning Department personnel developed a letter for all property owners related to the recent zoning amendments proposed and posted by the Planning Board. This letter was mailed to over 9000 properties in Dover advertising the Planning Board's public hearing on November 28th.

November was a very busy month in the schools with Dover Fire partnership. The Safety Trailer finished visiting the elementary schools so children could practice safe escape routes in case of emergencies.

The Fire Department held the 18th Annual Children's Fire Safety Festival at each of the schools. This program continues to challenge firefighting staff to be creative in delivering safety messages to all students from Pre-K through 4th grade. Uncountable volunteer hours are expended to bring this program to our youngest citizens as virtually every member of the department has a hand in creating this program.

The Public Library continues to update the public by the use of Facebook, Twitter and their e-newsletter.

Planning staff worked with land owners of property at the following locations on development or redevelopment opportunities:

- NH Coffee on Sumner Drive
- Technical Review for 547 Central Avenue
- Technical Review for 100 Main Street (Cocheco Falls Milworks)
- 701 Central Avenue for redevelopment
- Intersection of Court Street and Central Avenue for redevelopment
- Thornwood Commons project
- 164 Varney Road
- K9 Kaos
- Robbins Auto properties throughout the City
- 3 Washington Street redevelopment
- 57 Broadway
- Property on Long Hill Road
- 200 Dover Point Road

ACKNOWLEDGEMENTS & EVENTS

Assistant Chief Eric Hagman received an Academy Award from New Hampshire's Fire Academy for his efforts on behalf of the high school's CTC Firefighter 1 & II program that is offered to high school students at the Liberty North End Station.

The Public Library was notified that they are to be recipients of \$10,000 annually from the Richard W. Lord Trust bequest, for use in capital improvements to the building.

Friends of the Library will purchase an Early Literacy Computer Station (for ages 2-8) for the Children's Room (\$2,789).

Friends of the Library renewed library pass to the Portland Museum of Art (\$250).

Friends of the Library sponsored library tree in Festival of Trees (\$50).

Friends of the Library's annual booksale netted \$5687.50.

Capital Improvement Projects Update

Community Services Department

November 2011

BERRY BROOK WATERSHED MANAGEMENT

- Current: Berry Brook restoration continues on the City's Lowell Ave water treatment plant property. The former metal storage building was demolished and to be replaced with a new storage building at the Mast Road facility as part of the project. While excavating the new brook channel adjacent to where the storage building formerly stood, soil contaminated with petroleum was encountered. Ransom Environmental was engaged to perform characterization and removal of the soil to insure NHDES requirements were being met. A small area of impacted soil was excavated, sampled and temporarily stockpiled. Sample analytical results will determine the soil disposal needs and are expected during the first week of December. Work is expected to continue restoring the brook this winter for as long as conditions permit.
- Previous: All the work associated with the Berry Brook 1 grant is completed. Two rain gardens and a tree box filter were installed at the Horne St School. Two additional rain gardens were constructed as part of the project - one at a residence on Hillcrest Ave, and another in the City ROW on Snow Ave. The Snow Ave rain garden will gather street drainage from the east side of Horne St which previously had caused flooding in the back yards of several homes on Redden St Ext. The west side of Horne St was also collected by the addition of a catch basin and a treatment swale along Snow Ave which is a part of the Berry Brook 2 grant project. The re-establishment of Berry Brook on the Lowell Ave City property has made significant progress and was expanded to include improved street drainage on Page Ave. Planting of trees and shrubs has also occurred in the completed portions of the stream and associated flood zone. A neighborhood walk will be conducted at 4:30 on November 2 to show residents what has been accomplished during the first year of implementation. The walk will commence at the Horne Street School.

RE-ESTABLISHMENT OF WILLAND POND WELL

- Current: The City received conditional approval to activate the existing well at Willand Pond for public water supply use by the City. The City must connect the well to the water system within 4 years or the approval lapses. The well is approved to provide 587,520 gallons per day. The water will need to be treated at the Lowell Ave water treatment plant. The proposed CIP has funding in the FY 2013 budget for design and in the FY 2014 budget for construction.
- Previous: Emery and Garrett has submitted to the State NHDES for review and approval to re-establish the existing well at Willand Pond as a public water supply.

WASTEWATER TREATMENT PLANT FACILITIES PLAN

- Current: EPA plans to issue a draft NPDES permit to the City for the WWTP in early December. Wright Pierce Engineers expects to provide City staff with portions of the draft Wastewater treatment plant facility plan in December. The plan will outline the needed upgrades for the plant during the next 20 years as well as options for meeting new nitrogen limits at the plant.
- Previous: EPA met with the City on October 14th to begin the NHDES permit renewal process. The City expects to receive a draft permit from EPA before the end of the year. The City continues to participate in the Great Bay Municipal Coalition, the group of 5 communities in the estuary with WWTP's. The Coalition communities are preparing an Adaptive Management Plan which

includes nitrogen permit limits of 8 mg/l in addition to working on non point source nitrogen reduction and habitat restoration.

STREET IMPROVEMENTS

- Current: Paving has been completed for the 2011 season.
- Previous: Brox is wrapping up paving for the 2011 season.

NORTH END PRESSURE

- Current: The water tank is under construction. The contractor has installed the 12" main to the tank on Long Hill Road and services will be installed starting in December. The booster pump station work on Lowell Ave will also start in December. All construction will continue as weather permits.
- Previous: The water tank construction has started. The contractor for the water main has not started. The booster pump station has been awarded and construction will start in the spring.

PLANNING BOARD APPROVED PROJECTS

NAME	LOCATION		Total Units	Units Built*	Units left	DATE OF PER SIGNATURE	DATE OF PER APPROVAL	SCRD DATE	PLANNING FILE #	MAP	LOT	EXPIRATION DATE	SCHOOL	Students**
Code	H = Homes A = Apts. C = Condos													
Multi-Family:														
Paolini	Appaloosa	C	11	0	11		9/27/2011	9/27/2011	Site	P11-13	I	18-1	G	1.76
Sherman School	School Street	C	48	0	48	9/27/2011	10/26/2010	Site	P10-39	3	10	9/27/2016	G	7.68
Paolini	54 Dover Point Road	C	12	12	0	10/6/2009	7/22/2008	Site	P08-15	K	20	10/6/2013	G	1.92
New Meadows Inc	Knox Marsh Rd	A	120	48	72	9/27/2005	9/27/2005	Site	P04-04	H	35C	9/27/2009	W	13.2
Total: Multi-family			132	60	72									15
Subdivisions:														
Tidewater Farm	Winterberry Dr	H	7	0	7	6/16/2011	4/26/2011	6/20/2011	P10-51	N	8	6/16/2016	H	2.59
Olive Meadow	Sixth Street	H	6	3	3	7/19/2011	3/23/2010	7/19/2011	P10-50	A	45-A2	7/19/2016	H	2.22
Labrador Woods	Long Hill Rd	H	9	1	8	7/19/2010	5/25/2010	7/19/2010	P10-19	A	51-9	7/19/2014	H	3.33
Hidden Valley Drive	Hidden Valley Dr	H	10	0	10	7/30/2009	3/24/2009	8/4/2009	P09-03	I	94C	7/30/2013	G	3.7
Harbor Hills	Shore Rd	H	14	0	14	8/10/2010	3/23/2010	8/11/2010	P07-39	L	89G	8/10/2014	G	5.18
Paddocks/Tidewater Farms	Saddle Trail Dr	H	9	3	6	2/21/2008	10/23/2007	2/21/2008	P07-43	N	8	2/21/2012	G	7.4
Long Meadow	Gladiola Way	H	20	20	0	1/30/2008	8/28/2007	2/6/2008	P06-40	A	28	1/30/2012	H	7.4
Picnic Rock	Back River Rd	H	21	6	15	10/31/2007	7/10/2007	11/6/2007	P07-32	16	20	10/31/2011	G	7.77
Schooner Landing	Schooner Dr	H	10	2	8	7/19/2007	4/10/2007	7/25/2007	P06-54	M	96A	7/19/2011	G	3.7
Pacific Landing	Upper Factory Rd	H	15	13	2	2/8/2007	7/25/2006	2/8/2007	P05-72	E	49	2/18/2011	W	5.55
Goldberg/Tolend Rd Prop.	Stocklan Dr, etc	H	72	16	56	10/5/2006	7/14/2005	11/2/2006	P03-36	G	24	10/5/2010	W	26.64
Stern Subdivision	Lika Dr	H	3	0	3	3/23/2006	2/28/2006	3/23/2006	P05-71	E	45	3/23/2010	W	1.11
Emerald Woods III	Emerald Ln/Viridian Ln	H	37	0	37	1/31/2006	6/14/2005	2/1/2006	P05-10	F	15	1/31/2010	W	13.69
Narrows at Tidewater Farm	Wysteria Dr	H	5	4	1	12/16/2005	8/9/2005	12/21/2005	P05-38	N	8-3	12/16/2009	G	1.85
StoneCroft	Carriage Hill Ln	H	11	8	3	8/9/2005	5/24/2005	8/9/2005	P05-18	A	16	8/9/2009	H	4.07
Havenwood Farm at Alden	Boxwood/Wildewood	H	32	25	7	6/6/2005	5/10/2005	6/7/2005	P04-42	B	21	6/6/2009	H	11.84
Waldron Falls	Watson Rd	H	10	6	4	5/10/2005	1/11/2005	5/17/2005	P04-54	E	35	5/10/2009	W	6.29
White Tail	Picard Ln	H	17	10	7	1/10/2005	11/10/2004	1/10/2005	P04-47	A	19	1/10/2010	H	6.29
Emerald Woods I & II	Emerald Ln	H	25	18	7	12/6/2004	9/28/2004	12/10/2004	P02-01	F	27	12/6/2008	W	9.25
Weeden	Garrison Rd	H	4	3	1	9/28/2004	6/22/2004	10/4/2004	P04-25	I	1P	9/24/2008	G	1.48
Cornerstone Crossing III	Conerstone Dr	H	18	12	6	7/28/2005	4/12/2005	8/1/2005	P05-13	B	18	7/28/2011	H	6.66
Lionheart	Littleworth Rd.	H	4	2	2	2/24/2004	2/24/2004	3/8/2004	P03-66	G	28-1	2/24/2008	W	1.48
Ayer	McKone Ln	H	2	1	1	6/5/2003	6/5/2003	6/5/2003	P02-67	N	18	6/5/2007	G	0.74
Total: Single Family			361	153	208									140
TOTAL APPROVED UNITS			493	213	280									155
Elderly:														
The Village at Thornwood	Jacqueline Dr/Sonia Dr	H	48	20	28	7/2/2008	3/13/2007		P06-55	M	4	7/2/2011	G	
Arbor Woods	Cielo Dr	H	63	25	38	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W	
Total: Elderly			111	45	66									
APPROVED ELDERLY			604	258	346									155

* Built or permit issued and unit under construction

** Students are estimated based upon Impact Fee multipliers. THERE IS NO GUARANTEE TO THESE NUMBERS
C:\Documents and Settings\bessettec\Desktop\CM Report\November 2011\Copy of Subdivisions.xls

Total Permits Issued: November 2011

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
11-303	MARY MOORE CHILDREN TRU	526	CENTRAL AVENUE	INTERIOR RENOV AND NEW VESTIBULE	C	5	5	28000	305
11-306	DUNPHY	37	LITTLEWORTH ROAD	DETACHED GARAGE	C	G	28-1D	18000	205
11-321	YACOUB	892	CENTRAL AVENUE	RENOVATE RESTAURANT	C	38	23D	40000	425
11-327	DANIELS	12	CROSBY ROAD	RENOVATION OF LIGHT INDUSTRIAL SP	C	G	31-2	65000	675
11-341	NORTHSTAR CENTERS, LLC	857	CENTRAL AVENUE	TENANT FIT UP BUSINESS/ASSEMBLY	C	38	6A	90000	925
11-346	VIRTUOUS REALTY	5	FARADAY DRIVE	CONSTRUCT INTERIOR WALL	I	G	1E	10000	125
11-239	FORDS LANDING CONDO ASS	29	FORDS LANDING	REPLACE DECK	R	I	3-B	3400	65
11-250	BARTON	62.5	BELKNAP STREET	FIRST FLOOR REMODEL	R	9	7	10500	135
11-300	WEETE	182	COUNTY FARM ROAD	DECK	R	C	3	5000	75
11-301	CHILDS	45	ASH STREET	FINISH BASEMENT, INSTALL BATHROO	R	29	62	13600	165
11-312	VISCIANO	185	LOCUST STREET	REPAIR AFTER STORM	R	12	60	10000	125
11-320	FORD	8	RIVERDALE AVENUE	FINISH BASEMENT FOR ADD. LIVING AR	R	I	74J	15000	175
11-323	LEAVER	10	FINCH LANE	SCREEN PORCH	R	M	15	31000	335
11-328	ROY	8	REVOLUTION DRIVE	DETACHED GARAGE W/ BREEZEWAY N	R	K	21	22000	245
11-329	TASKER	756	CENTRAL AVENUE	BATHROOM INSTALL	R	29	19	22000	245
11-333	BABER	5	GERRYS LANE	REPLACE DOOR AND WINDOW	R	N	22C-2	4500	75
11-334	RONDINONE	526	SIXTH STREET	ADDITION	R	B	40	36000	385
11-337	JAD INVESTMENTS, LLC	22-24	OAK STREET	MINOR RENOVATIONS	R	28	21	1100	45
11-338	GRAYSTONE BUILDERS	7	PACIFIC DRIVE	NEW SINGLE FAMILY DWELLING W ATT	R	E	50-4	145000	1425
11-340	RUTLAND MANOR ASSOC	1	ABBAY LANE	STORAGE SHED	R	14	14	4000	65
11-342	PATCO CONSTRUCTION	98	SPRUCE LANE	NEW SINGLE FAMILY	R	I	83-2	105000	1075
11-344	WILSON	6	TOFTREE LANE	ATTACHED GARAGE	R	M	142	55000	575

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
11-345	RHINE	3	PROSPECT COURT	REMOVE POOL	R	32	70	0	50
11-349	PELLETIER	23	CRANBROOK LANE	REPLACE DECK AND FRONT PORCH	R	D	85	7100	95

Total Permits Issued: 24

Total Construction Value: \$741,200.00

Total Fees Collected: \$8,015.00

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

PO Date	PO No.	Vendor Name	Amount	DAC
11/1/2011	201204214	NORTH COUNTRY TRACTOR, INC.	\$5,125.00	Community Services Department
11/17/2011	201204897	STATE OF NH-DOT	\$5,247.56	Fire and Rescue
11/30/2011	201205192	MADBURY NH, TOWN OF-TAX COLLECTOR	\$5,316.00	Community Services Department
11/16/2011	201204800	EBSCO INFORMATION SERVICES	\$5,588.02	Public Library
11/2/2011	201204361	BROX INDUSTRIES, INC.	\$5,823.06	Community Services Department
11/7/2011	201204440	FISHER AUTO PARTS 451 / FED. AUTO PARTS	\$6,047.09	Community Services Department
11/10/2011	201204666	EWING ELECTRICAL CO., INC.	\$6,097.28	Executive
11/1/2011	201204285	PUBLIC SERVICE CO OF NH-CITY	\$6,263.12	City Finance Office
11/30/2011	201205195	STATE OF NH	\$6,750.00	Community Services Department
11/8/2011	201204568	JORDAN EQUIPMENT CO.	\$6,942.60	Community Services Department
11/21/2011	201204927	PUBLIC SERVICE CO OF NH-CITY	\$7,305.33	City Finance Office
11/30/2011	201205184	BROX INDUSTRIES, INC.	\$7,561.92	Community Services Department
11/22/2011	201205001	STATE OF NH-DOT	\$7,948.80	Police
11/1/2011	201204283	PUBLIC SERVICE CO OF NH-CITY	\$8,384.49	City Finance Office
11/2/2011	201204363	JP TOWLE CONSTRUCTION CORP	\$9,585.00	Community Services Department
11/30/2011	201205194	STATE OF NH-DES-WETLAND BUREAU	\$9,992.00	Community Services Department
11/21/2011	201204966	STATE OF NH-DOT	\$10,446.73	Community Services Department
11/16/2011	201204802	SUR CONSTRUCTION, INC.	\$11,404.00	Community Services Department
11/8/2011	201204571	WRIGHT-PIERCE	\$11,500.00	Community Services Department
11/9/2011	201204592	BAYRING COMMUNICATIONS	\$12,176.04	City Finance Office
11/1/2011	201204284	PUBLIC SERVICE CO OF NH-CITY	\$13,464.57	City Finance Office
11/10/2011	201204665	CCMSI	\$22,937.78	Executive
11/7/2011	201204428	PUBLIC SERVICE CO OF NH-CITY	\$26,910.06	City Finance Office
11/30/2011	201205196	TRI-STATE SEALCOATING & PAVING, INC.	\$36,747.50	Community Services Department
11/28/2011	201205079	PUBLIC SERVICE CO OF NH-CITY	\$41,615.98	City Finance Office
11/8/2011	201204570	SIEMENS INDUSTRY, INC.	\$44,900.00	Community Services Department
11/8/2011	201204564	AGGREGATE RECYCLING CORP	\$68,000.00	Community Services Department
11/28/2011	201205065	COAST	\$110,000.00	Planning
11/28/2011	201205066	SPECIALTY VEHICLES, INC.	\$140,002.00	Fire and Rescue
11/30/2011	201205228	SEBAGO TECHNICS, INC.	\$206,000.00	Planning
11/28/2011	201205069	APEX CONSTRUCTION, INC.	\$689,100.00	Community Services Department
11/28/2011	201205067	SUR CONSTRUCTION, INC.	\$3,019,060.00	Community Services Department
11/15/2011	201204745	STRAFFORD COUNTY COMMISSIONERS	\$7,303,817.00	City Finance Office

City of Dover

Bid Solicitation Report

For November 2011

11/30/2011

Department	PO Date	PO No	Vendor	Description	PO Amount
Bid Number	Bid Date	Bid Due	CC Meeting	Item No	PO Notes
	Approved By	Fund		Function/Division	
Community Services				High Performance Cold/Hot Patch	
B12027	11/01/2011	11/15/2011			
Community Services				Yard Waste Disposal	
Q12-013	11/02/2011	11/21/2011			
Community Services				Sale of Three (3) Surplus Cars	
B12028	11/08/2011	11/29/2011			
Planning				Professional Consulting Services-Community Wide Visioning Process	
B12031	11/10/2011	11/28/2011			

City of Dover

Bid Solicitation Report

For November 2011

11/30/2011

Department	PO Date	PO No	Vendor	Description	PO Amount
Bid Number	Bid Date	Bid Due	CC Meeting	Item No	PO Notes
	Approved By		Fund	Function/Division	
Executive				Dover Council Chambers Furniture	
B12032	11/14/2011	12/14/2011			
Executive				Council Chambers Construction Renovations	
B12033	11/14/2011	12/14/2011			
Executive				Broadcast Equipment	
B12034	11/14/2011	12/14/2011			
Police				Police Vehicle Permanent Display Removable Computers & Consoles	
B12030	11/14/2011	11/30/2011			
Fire				Emergency Vehicle Repairs and parts Procurement	
B12035	11/14/2011	12/05/2011			

City of Dover

Bid Solicitation Report

For November 2011

11/30/2011

Department	PO Date	PO No	Vendor	Description	PO Amount
Bid Number	Bid Date	Bid Due	CC Meeting	Item No	PO Notes
	Approved By	Fund		Function/Division	
Executive				Employee Holiday Luncheon	
Q12-014	11/21/2011	12/01/2011			

Total for

Grand Total All Departments

CITY OF DOVER

FY2011 YEAR END APPROPRIATION BUDGET TRANSFERS

Account	Line Memo	Debit	Credit
1000.1.210.42120.4115.00000.00.000.000.100	Police Operations-Regular Hourly Employees	\$0.00	(\$21,000.00)
1000.1.210.42150.4115.00000.00.000.000.100	Police Support-Regular Hourly Employees	\$0.00	(\$145,000.00)
1000.1.210.42150.4211.00000.00.000.000.100	Police Support-Health Insurance	\$0.00	(\$77,000.00)
1000.1.210.42150.4230.00000.00.000.000.100	Police Support-Retirement	\$0.00	(\$15,000.00)
1000.1.210.42150.4534.00000.00.000.000.300	Police Support-Postage	\$0.00	(\$3,000.00)
1000.1.210.42150.4611.00000.00.000.000.600	Police Support-Office Supplies	\$0.00	(\$3,000.00)
1000.1.210.42150.4654.00000.00.000.000.600	Police Support-Maint Supplies - Vehicles	\$0.00	(\$5,000.00)
1000.1.210.42180.4115.00000.00.000.000.100	PS Dispatch-Regular Hourly Employees	\$0.00	(\$2,000.00)
1000.1.350.45110.4211.00000.00.000.000.100	Rec Admin - Health Insurance	\$0.00	(\$5,000.00)
1000.1.350.45110.4550.00000.00.000.000.300	Rec Admin - Printing & Binding	\$0.00	(\$3,000.00)
1000.1.350.45110.4626.00000.00.000.000.600	Rec Admin - Vehicle Fuels	\$0.00	(\$3,000.00)
1000.1.350.45120.4550.00000.00.000.000.300	Recr Pgm - Printing & Binding	\$0.00	(\$2,000.00)
1000.1.350.45121.4120.00000.00.000.000.100	REC - McConnell Recreation-Temporary Employees	\$0.00	(\$15,000.00)
1000.1.350.45121.4550.00000.00.000.000.300	REC - McConnell Recreation - Printing & Binding	\$0.00	(\$2,000.00)
1000.1.350.45124.4621.00000.00.000.000.600	Indoor Pool - Natural Gas	\$0.00	(\$15,000.00)
1000.1.350.45124.4622.00000.00.000.000.600	Indoor Pool-Electricity	\$0.00	(\$5,000.00)
1000.1.220.42220.4130.00000.00.000.000.100	F&R Suppression-Overtime Pay	\$271,000.00	\$0.00
1000.1.220.42220.4220.00000.00.000.000.100	F&R Suppression - FICA	\$1,000.00	\$0.00
1000.1.220.42220.4225.00000.00.000.000.100	F&R Suppression-Medicare	\$6,000.00	\$0.00
1000.1.220.42220.4230.00000.00.000.000.100	F&R Suppression-Retirement	\$31,000.00	\$0.00
1000.1.220.42250.4115.00000.00.000.000.100	Inspection-Regular Hourly Employees	\$12,000.00	\$0.00
1000.1.300.43121.4652.00000.00.000.000.600	CS - Streets-Maint Supplies - Imp o/t Building	\$0.00	(\$22,000.00)
1000.1.300.43125.4130.00000.00.000.000.100	CS - Snow Rmvl-Overtime Pay	\$0.00	(\$14,000.00)
1000.1.300.43125.4612.00000.00.000.000.600	CS - Snow Rmvl-Operating Supplies	\$0.00	(\$50,000.00)
1000.1.400.44430.4441.00000.00.000.000.300	Human Serv - Gen Asst-Rental of Land & Buildings	\$86,000.00	\$0.00
1000.1.300.43121.4652.00000.00.000.000.600	CS - Streets-Maint Supplies - Imp o/t Building	\$0.00	(\$1,000.00)
1000.1.210.42110.4654.00000.00.000.000.600	Maintenance Supplies Vehicles	\$1,000.00	\$0.00
1000.1.300.43121.4652.00000.00.000.000.600	CS - Streets-Maint Supplies - Imp o/t Building	\$0.00	(\$1.00)
1000.1.500.47100.4920.00000.00.000.000.920	Principal Payments	\$1.00	\$0.00
		\$408,001.00	(\$408,001.00)

City of Dover

Revenues of Major Funds November 30, 2011

(General Fund Includes Property Taxes and Education Revenues)

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Uncollected</u>
REVENUES								
1000 General Fund								
Taxes	\$ 64,668,615	\$ 7,653,851	\$ 9,067,861	14.0%	\$ 55,600,754	\$ -	\$ 55,600,754	(86.0)%
Licenses & Permits	4,149,130	254,712	1,650,015	40.0	2,499,115	-	2,499,115	60.2
Intergovernmental	2,044,699	14,882	473,084	23.0	1,571,615	-	1,571,615	76.9
Charges for Services	3,026,600	235,937	1,268,983	42.0	1,757,617	(4)	1,757,621	58.1
Miscellaneous Revenue	502,317	39,337	99,075	20.0	403,242	-	403,242	80.3
Education	12,715,776	1,582,342	4,369,248	34.0	8,346,528	(371)	8,346,899	65.6
Operating Transfers In	168,725	-	-	0.0	168,725	-	168,725	100.0
Sub-total : 1000 General Fund	\$ 87,275,862	\$ 9,781,062	\$ 16,928,266	19.0%	\$ 70,347,596	\$ (374)	\$ 70,347,970	80.6%
3213 Parking Activity Fund								
Parking Income	\$ 450,725	\$ 27,273	\$ 152,690	34.0%	\$ 298,035	\$ -	\$ 298,035	66.1%
Parking Fines	125,000	14,357	71,240	57.0	53,760	-	53,760	43.0
Sub-total : 3220 Residential Solid Waste	\$ 575,725	\$ 41,630	\$ 223,930	39.0%	\$ 351,795	\$ -	\$ 351,795	61.1%
3320 Residential Solid Waste								
Charges for Services	\$ 950,663	\$ 92,350	\$ 356,184	37.0%	\$ 594,479	\$ -	\$ 594,479	62.5%
Miscellaneous Revenue	0	114	339	0.0	(339)	-	(339)	0.0
Sub-total : 3320 Residential Solid Waste	\$ 950,663	\$ 92,464	\$ 356,523	38.0%	\$ 594,140	\$ -	\$ 594,140	62.5%
3381 McConnell Center								
Miscellaneous Revenue	\$ 679,301	\$ 35,648	\$ 268,770	40.0%	\$ 410,531	\$ -	\$ 410,531	60.4%
Operating Transfers In	91,859	6,441	46,772	51.0	45,087	-	45,087	49.1
Sub-total : 3381 McConnell Center	\$ 771,160	\$ 42,089	\$ 315,542	41.0%	\$ 455,618	\$ -	\$ 455,618	59.1%
5300 Water Fund								
Charges for Services	\$ 4,315,199	\$ 139,857	\$ 1,387,873	32.0%	\$ 2,927,326	\$ -	\$ 2,927,326	67.8%
Miscellaneous Revenue	21,000	6,817	22,666	108.0	(1,666)	-	(1,666)	(7.9)
Sub-total : 5300 Water Fund	\$ 4,336,199	\$ 146,674	\$ 1,410,538	33.0%	\$ 2,925,661	\$ -	\$ 2,925,661	67.5%
5320 Sewer Fund								
Intergovernmental	\$ 46,742	\$ -	\$ 513,282	1098.0%	\$ (466,540)	\$ -	\$ (466,540)	-998.1%
Charges for Services	5,048,527	148,416	1,503,665	30.0	3,544,862	-	3,544,862	70.2
Miscellaneous Revenue	31,000	11,295	28,357	91.0	2,643	-	2,643	8.5
Other Financing Sources	1,013,139	-	895,220	88.0	117,919	-	117,919	11.6
Sub-total : 5320 Sewer Fund	\$ 6,139,408	\$ 159,711	\$ 2,940,525	48.0%	\$ 3,198,883	\$ -	\$ 3,198,883	52.1%
Total : REVENUES	\$ 100,049,017	\$ 10,263,631	\$ 22,175,323	22.0%	\$ 77,873,694	\$ (374)	\$ 77,874,068	77.8%

City of Dover

Expenditures of Major Funds

November 30, 2011

(General Fund Includes County, School and Debt Service)

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
EXPENDITURES								
1000 General Fund								
City Council	\$ 392,772	\$ 44,718	\$ 156,065	40.0%	\$ 236,707	\$ 108,915	\$ 127,792	32.5%
Executive	772,361	40,391	365,621	47.0	406,740	261,452	145,289	18.8
Finance	1,597,374	117,487	603,094	38.0	994,280	653,314	340,965	21.3
Planning	451,089	29,286	170,844	38.0	280,245	145,937	134,308	29.8
Misc General Government	891,585	15,432	125,056	14.0	766,529	96,330	670,199	75.2
Police	6,605,136	449,917	2,523,180	38.0	4,081,956	2,451,885	1,630,071	24.7
Fire & Rescue	6,373,991	500,722	2,564,699	40.0	3,809,292	2,444,819	1,364,473	21.4
Community Service Public Works	6,828,297	344,772	1,780,863	26.0	5,047,434	2,592,331	2,455,103	36.0
Recreation	2,207,820	144,471	762,016	35.0	1,445,804	355,092	1,090,712	49.4
Public Library	1,082,599	74,092	397,787	37.0	684,812	456,153	228,659	21.1
Human Services	716,708	62,979	305,591	43.0	411,117	123,288	287,829	40.2
Debt Service	9,904,177	-	756,507	8.0	9,147,670	8,939,391	208,279	2.1
Other Financing Sources/Uses	1,975,493	-	-	0.0	1,975,493	-	1,975,493	100.0
School	41,811,611	2,752,360	12,344,432	30.0	29,467,179	27,206,655	2,260,523	5.4
Intergovernmental	7,303,817	-	-	0.0	7,303,817	7,303,817	-	0.0
Sub-total : 1000 General Fund	\$ 88,914,829	\$ 4,576,628	\$ 22,855,753	25.7%	\$ 66,059,076	\$ 53,139,381	\$ 12,919,695	14.5%
3213 Parking Activity Fund								
Police	\$ 578,445	\$ 26,011	\$ 144,188	25.0%	\$ 434,257	\$ 145,471	\$ 288,786	49.9%
Sub-total : 3213 Parking Activity Fund	\$ 578,445	\$ 26,011	\$ 144,188	24.9%	\$ 434,257	\$ 145,471	\$ 288,786	49.9%
3320 Residential Solid Waste								
Community Service Public Works	\$ 999,768	\$ 80,380	\$ 299,651	30.0%	\$ 700,117	\$ 608,875	\$ 91,242	9.1%
Sub-total : 3320 Residential Solid Waste	\$ 999,768	\$ 80,380	\$ 299,651	30.0%	\$ 700,117	\$ 608,875	\$ 91,242	9.1%
3381 McConnell Center								
Recreation	\$ 775,344	\$ 18,902	\$ 101,343	13.0%	\$ 674,001	\$ 468,334	\$ 205,667	26.5%
Sub-total : 3381 McConnell Center	\$ 775,344	\$ 18,902	\$ 101,343	13.1%	\$ 674,001	\$ 468,334	\$ 205,667	26.5%
5300 Water Fund								
Community Service Public Works	\$ 4,370,539	\$ 235,402	\$ 1,311,631	30.0%	\$ 3,058,908	\$ 1,008,976	\$ 2,049,932	46.9%
Sub-total : 5300 Water Fund	\$ 4,370,539	\$ 235,402	\$ 1,311,631	30.0%	\$ 3,058,908	\$ 1,008,976	\$ 2,049,932	46.9%
5320 Sewer Fund								
Community Service Public Works	\$ 6,193,482	\$ 368,971	\$ 1,964,447	32.0%	\$ 4,229,035	\$ 1,169,636	\$ 3,059,399	49.4%
Sub-total : 5320 Sewer Fund	\$ 6,193,482	\$ 368,971	\$ 1,964,447	31.7%	\$ 4,229,035	\$ 1,169,636	\$ 3,059,399	49.4%
Total : EXPENDITURES	\$ 101,832,407	\$ 5,306,292	\$ 26,677,014	26.2%	\$ 75,155,393	\$ 56,540,672	\$ 18,614,721	18.3%

City of Dover

Arena - General Fund Revenue & Expenditure Report (Including Arena Debt Service attributed to the General Fund) November 30, 2011

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
Revenue	1,317,715	128,818	436,994	33.2	880,721	0	880,721	66.8
Expenditures	993,367	68,225	317,792	32.0	675,575	156,928	518,647	52.2
Debt Service								
Principal	242,190	0	0	-	242,190	0	242,190	100.0
Interest	74,185	0	504	0.7	73,681	0	73,681	99.3
	7,973	60,594	118,698	1,488.8	(110,725)	(156,928)	46,202	579.5



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: Workshop
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, November 2, 2011**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Nedelka led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Trefethen, Deputy Mayor Weston, Councilor Carrier, Councilor Cheney, Councilor Ciotti, Councilor Cruikshank, Councilor Garrison, Councilor Hooper, Councilor Nedelka.

Also Present: City Manager Joyal, General Legal Counsel Krans, and City Clerk Lavertu.

5. CAPITAL IMPROVEMENT PROGRAM (CIP)

City Manager Joyal gave an overview of the CIP process. He said Department Heads were present to answer any questions on the CIP projects, and the School Department will be present at the November 16, 2011 Council Workshop to discuss School specific projects.

Mayor Trefethen said they would start with General Government projects, and asked the Council if they had any questions.

Councilor Ciotti asked for clarification on cemetery improvements.

Community Services Director Steele said the \$25,000 was for street paving and tree replacement, which would be funded by reserves.

Mayor Trefethen asked the City Manager to give an overview of the Capital Reserve Funds. City Manager Joyal referred the Council to page 25 of the CIP and gave an overview of the Capital Reserve Funds.

Mayor Trefethen gave an overview of the Police Department section of the CIP.

Councilor Garrison referred to the dispatch radio equipment replacement, and started a discussion regarding regionalization of dispatch with the County.

Police Chief Colarusso said they would still use the equipment even if the City does decide to be part of the regionalization.

Mayor Trefethen started a discussion regarding the new police facility and the possibility of spreading it out over two years.

Chief Colarusso agreed that the project would take two, possibly three, years to complete.

Mayor Trefethen gave an overview of the Fire Department section of the CIP, and started a discussion with Fire Chief Driscoll regarding the replacement a 1995 Pumper in FY2014.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: Workshop
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, November 2, 2011**
Meeting Time: **7:00 pm**

Mayor Trefethen gave an overview of the Community Services Department section of the CIP, and started a discussion regarding several different road reconstruction projects. Councilor Garrison started a discussion regarding FastTrans and the use of Transportation Improvement Project (TIP) funds.

Mayor Trefethen started a discussion regarding several water/sewer projects, and Director Steele gave an overview on the status of several projects.

Mayor Trefethen gave an overview regarding culture and recreation projects. Councilor Hooper asked about the plans for Henry Law Park. Recreation Director Bannon gave an overview of the plans for Henry Law Park. He said they are looking to work with the Children's Museum on the design to make it interactive and educational, adding a zero depth splash pool, and addressing safety issues. Councilor Hooper asked about the stained glass at the McConnell Center. Director Bannon said they were a hundred years old and needed refurbishing.

Mayor Trefethen gave an overview of the Library section of the CIP. Councilor Nedelka asked why the roof wasn't in the CIP. City Manager Joyal they are addressing small issues as needs come up. He said the skylight issues will have to be addressed, possibly with a screen to protect them from falling ice or to just take them out completely.

Mayor Trefethen started a discussion regarding the schedule of the CIP process. He said there will be a Council workshop on November 16, 2011 to discuss School Projects in the CIP. City Manager Joyal said there will be a Special Meeting to hold Public Hearings on December 7, 2011, followed by a Council Workshop, and then on December 14, 2011 the Council will vote on adopting the CIP and the funding resolutions.

Councilor Cheney started a discussion regarding the balances in the Special Reserve Funds. City Manager Joyal went over several account balances with the Council.

Councilor Cheney referred to a letter the Council received regarding the skate board park, and asked the City Manager for an update. City Manager Joyal said they were in discussions to move the park, but there is nothing in the plan at this time.

Deputy Mayor Weston asked the City Manager to show a break down the costs for design and construction of the new Police Facility to show the impact.

Mayor Trefethen asked the City Manager to provide a breakdown of the costs/revenue for the FastTrans program. Deputy Mayor Weston asked the City Manager to check with COAST regarding routes if FastTrans is eliminated. City Manager Joyal said they were having discussions with COAST regarding this issue.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: Workshop
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, November 2, 2011**
Meeting Time: **7:00 pm**

6. CITIZEN'S FORUM

Citizens are invited to speak on the subject matter of the Workshop. Statements shall be limited to five minutes.

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

7. ADJOURNMENT

Deputy Mayor Weston moved to adjourn, seconded by Councilor Cruikshank.
Vote: 9/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, November 9, 2011**
Meeting Time: **7:00pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Cruikshank led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Deputy Mayor Weston, Councilor Carrier, Councilor Cheney, Councilor Ciotti, Councilor Cruikshank, Councilor Hooper, and Councilor Nedelka.

Absent: Mayor Trefethen and Councilor Garrison

Also present: City Manager Joyal, General Legal Counsel, and City Clerk Lavertu.

5. PROCLAMATIONS/AWARDS – None

6. APPROVAL OF AGENDA

Councilor Carrier moved to approve the Agenda as presented; seconded by Councilor Cruikshank.

Vote: 7/0.

7. PUBLIC HEARINGS

A. CHAPTER 5-11 BOARD OF TRUSTEES, FINANCE DIRECTOR AS MEMBER OF BOARD OF TRUSTEES

SPONSORED BY MAYOR TREFETHEN BY REQUEST

Donald Cichon, 250 Locust Street, Trustees of the Trust Fund Member: He urged the Council to approve the Ordinance change.

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

8. 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.

Deputy Mayor Weston, seeing no one wishing to speak, closed the Citizen's Forum.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, November 9, 2011**
Meeting Time: **7:00pm**

9. CITY MANAGER'S REPORT

City Manager Joyal in addition to his written report, but he had a few items to bring to the Council's attention. He said the Long Hill Road water main installation project will be restricted to local traffic only during daytime hours, Monday through Saturday for about two weeks. He spoke about traffic concerns on Sixth Street and Stark Avenue. He acknowledged and congratulated the Finance Department, which has been recognized with a Certificate of Achievement and Excellence in Financial Reporting for the 7th consecutive year.

Councilor Carrier moved for the approval of the City Manager's Report; seconded by Councilor Ciotti.

Vote: 7/0.

10. APPROVAL OF MINUTES

A. October 19, 2011 – Workshop

Councilor Carrier moved for the approval of the minutes; seconded by Councilor Cheney.

Vote: 7/0.

B. October 19, 2011 – Joint Workshop with Planning Board

Typographical error, spelling of Linda Merullo's name, was corrected after Agenda packet was created.

Councilor Carrier moved for the approval of the minutes as amended; seconded by Councilor Ciotti.

Vote: 7/0.

C. October 26, 2011 – Regular Session

Councilor Carrier moved for the approval of the minutes; seconded by Councilor Cruikshank.

Vote: 7/0.

11. MAYOR'S REPORT

Deputy Mayor Weston thanked all the Election workers for their help during the November 8th Municipal Election. She said it was a very good showing.

Councilor Carrier moved for the approval of the Mayor's Report; seconded by Councilor Nedelka.

Vote: 7/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, November 9, 2011**
Meeting Time: **7:00pm**

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

1. CHAPTER 5-11 BOARD OF TRUSTEES, FINANCE DIRECTOR AS MEMBER OF BOARD OF TRUSTEES

SPONSORED BY MAYOR TREFETHEN BY REQUEST

Councilor Carrier moved for its adoption; seconded by Councilor Nedelka.
City Manager Joyal gave an overview of the Ordinance change to the Council.
Roll Call Vote: 7/0.

B. ORDINANCES IN THE 3rd READING – None

C. RESOLUTIONS – None

13. NEW BUSINESS

A. CONSENT CALENDAR

1. PARADE – Mom’s on the Run, Mother’s Day 5k
2. RAFFLE – Dover High School Girls Basketball Boosters
3. RAFFLE – Great Bay Figure Skating Club
4. RAFFLE – Sons of the American Legion, Squadron 8
5. RAFFLE – Zebra Crossings
6. TAG – Susan G. Komen, Team Keeping ‘em Real

7. RESOLUTION: THE MARIA FASKIANOS SCHOLARSHIP FUND
SPONSORED BY MAYOR TREFETHEN BY REQUEST

8. RESOLUTION: B12018 AWARD OF BID FOR AMBULANCE
SPONSORED BY MAYOR TREFETHEN BY REQUEST

9. RESOLUTION: AWARD OF BID #B12019 FOR SNOW PLOWING/HAULING SERVICES FOR CITY STREETS AND PARKING LOTS
SPONSORED BY MAYOR TREFETHEN BY REQUEST

10. RESOLUTION: SETTING VOTING HOURS FOR THE JANUARY 10, 2012 PRESIDENTIAL PRIMARY
SPONSORED BY MAYOR TREFETHEN BY REQUEST



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, November 9, 2011**
Meeting Time: **7:00pm**

COMMITTEE REPORTS

1. School Board
2. Planning Board
3. Appointments Committee
4. Recreation Advisory Board
5. McConnell Center Advisory Committee
6. Arts Commission
7. Solid Waste Advisory Commission
8. Transportation Advisory Commission
9. Joint Building Committee – Horne Street
10. Joint Building Committee – Media Access
11. Legislative Liaison
12. Pool Advisory Committee
13. Parking Commission

Deputy Mayor Weston asked the Council if they had items they would like to pull for further discussion.

Councilor Cheney asked to pull Item 13.A.7.

Deputy Mayor Weston asked for a vote on the remaining items on the Consent Calendar.

Roll Call Vote: 7/0.

Councilor Cheney moved for the adoption of Item 13.A.7.; seconded by Councilor Nedelka. Councilor Cheney said Mrs. Faskianos had a great impact on her son's life and said it will be a pleasure to vote for this resolution.

Vote: 7/0.

B. RESOLUTIONS

- 1. ADOPTION OF FY2013-2018 CAPITAL IMPROVEMENTS PROGRAM
(TO BE REFERRED TO A PUBLIC HEARING ON DECEMBER 7, 2011, AND CITY
COUNCIL VOTE ON DECEMBER 14, 2011)
SPONSORED BY MAYOR TREFETHEN BY REQUEST**

Councilor Carrier moved to refer to a public hearing on December 7, 2011; seconded by Councilor Cheney.

Vote: 7/0.

- 2. APPROPRIATION FOR FY2013 CAPITAL IMPROVEMENTS PROGRAM AND
AUTHORIZATION FOR BONDING (REQUIRES A 2/3 MAJORITY VOTE)
(TO BE REFERRED TO A PUBLIC HEARING ON DECEMBER 7, 2011, AND CITY
COUNCIL VOTE ON DECEMBER 14, 2011)
SPONSORED BY MAYOR TREFETHEN BY REQUEST**

Councilor Carrier moved to refer to a public hearing on December 7, 2011; seconded by Councilor Ciotti.

Vote: 7/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, November 9, 2011**
Meeting Time: **7:00pm**

**3. APPROPRIATION FOR FY2013 CAPITAL IMPROVEMENTS PROGRAM –
NON-DEBT FINANCED PROJECTS (REQUIRES A 2/3 MAJORITY VOTE)
(TO BE REFERRED TO A PUBLIC HEARING ON DECEMBER 7, 2011, AND CITY
COUNCIL VOTE ON DECEMBER 14, 2011)
SPONSORED BY MAYOR TREFETHEN BY REQUEST**

Councilor Carrier moved to refer to a public hearing on December 7, 2011; seconded by Councilor Cruikshank.
Vote: 7/0.

C. ORDINANCES IN 1ST READING – None

14. COUNCIL CORRESPONDENCE

Councilor Cheney moved to add the letter regarding the Dover Skate Park; seconded by Councilor Hooper.
Vote: 7/0.

15. COUNCIL MATTERS OF INTEREST

Councilor Cheney spoke about the Fire Department presentation about fire safety at Woodman Park Elementary School. She thanked everyone in Ward 5 and throughout the City for voting in the Municipal Election.

Councilor Ciotti thanked all the Election workers.

Councilor Hooper thanked all the Election workers.

Councilor Carrier thanked the City Clerk who pulled the whole election together.

Deputy Mayor Weston said on November 17th, 6:00 pm to 8:00 pm, Horne Street School will be holding their renovation celebration.

16. ADJOURNMENT

Councilor Carrier moved to adjourn; seconded by Councilor Hooper.
Vote: 7/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: Workshop
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, November 16, 2011**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Carrier led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Deputy Mayor Weston, Councilor Carrier, Councilor Cheney, Councilor Ciotti, Councilor Cruikshank, Councilor Hooper, and Councilor Nedelka.

Absent: Mayor Trefethen and Councilor Garrison

Also present: City Manager Joyal, General Legal Counsel, and City Clerk Lavertu.

5. CAPITAL IMPROVEMENT PROGRAM (CIP) DISCUSSION

Deputy Mayor Weston introduced Superintendent Briggs Badger and the School Business Administrator Mike Lamonte.

Superintendent Briggs Badger gave an overview of the School projects in the CIP.

Councilor Hooper started a discussion regarding the order of the projects.

Councilor Carrier started a discussion regarding the media center and auditorium renovations.

He said it would be better to see the entire plan before spending \$1.9 million on part of the plan.

Mr. Maloney said they were working on the project in stages to avoid the displacement of students. He said they are also trying to avoid losing the ability to qualify for State building aid.

Deputy Mayor Weston asked about the Dunaway Field Astro turf project being funded solely by the School Department and the possibility of getting building aid from the State.

Superintendent Briggs Badger said she would look into that possibility.

City Manager Joyal said he felt the field would qualify.

Superintendent Briggs Badger said the criteria on building aid will be different when it is reinstated, and qualifications will be based more on a needs basis.

Deputy Mayor Weston started a discussion on just getting schematics on the plan, and not full blown architectural plans.

Mr. Lamonte said that was what they were doing. He said they were working with the State to learn what their requirements are to be in the building aid queue, and are hoping to not spend any money.

Councilor Cheney started a discussion on a feasibility study on the auditorium renovations.

Mr. Lamonte gave an overview of the auditorium renovations.

Councilor Cheney referred to the libraries' computer system upgrade being funded from the operating budget, and asked if the Comcast franchise fee could be used to pay for this project instead.

City Manager Joyal said the Comcast franchise fees are used to reinvest in cable services, and the library automation would not qualify.

Councilor Ciotti asked about the scope of the auditorium renovations and the inclusion of the front doors.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: Workshop
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, November 16, 2011**
Meeting Time: **7:00 pm**

Mr. Lamonte explained the plans for renovating the area of the front doors. Superintendent Briggs Badger added that they also wanted to install some sort of barrier to separate people from the rest of the school, so they wouldn't be allowed to roam throughout the school. She discussed other security measures that they were looking into. Councilor Carrier said he wanted to see a plan on the renovations, because right now the plan carries a huge tax burden for six years. Deputy Mayor Weston referred to the paving of the upper parking lot at Horne Street School, and asked if they could use impact fees to pay for it. Mr. Lamonte said there was no reason they can't use impact fees.

City Manager Joyal started a discussion on the COAST Dover FastTrans service, and asked Planner Steve Bird and COAST Representative to give an overview to the Council. Planner Steve Bird, COAST Representative, gave an overview of the COAST Dover FastTrans service, and introduced Brad Nichols and Jeremy Larose from COAST. Mr. Nichols and Mr. Larose gave a PowerPoint presentation to the Council regarding how COAST will transition away from the CMAQ grant funding. Deputy Mayor Weston asked the Council to consider COAST a worthwhile service to put back in the budget.

Deputy Mayor Weston asked the City Manager if he had items in the CIP that impact fees can be used for.

City Manager Joyal referred to Page 30 of the CIP, which showed impact fees and projected uses over the next six years. He said the money is not targeted at this point, but they do have restrictions on what they can be used for.

Deputy Mayor Weston started a discussion regarding empty rental space in the McConnell Center.

City Manager Joyal said the remaining spaces need to have the renovations completed. He said the City is paying for the space at this point, and the renovations would allow a nonprofit tenant to come in and start paying for it instead. He said it was in the CIP more as a placeholder until a potential tenant comes forward.

Councilor Nedelka said it was his understanding that CIP was approved by the Planning Board last week. He said it was also his understanding that his requested change on Page 21, Water Exploration, be reduced by \$50,000, and an additional \$50,000 be added to the engineering work on water mains for Court Street has been approved.

City Manager Joyal said that was correct. He said the revised CIP will be brought to the Council soon by the Planning Board chair.

6. CITIZEN'S FORUM

Citizens are invited to speak on the subject matter of the Workshop. Statements shall be limited to five minutes.

Donald Medbery, 3 Covered Bridge Lane: He said he would like clarification on who owns the basketball courts, the City or the Schools. He requested that a study be done regarding injuries on Astroturf. He said the Career Technical Center is extremely important, because it



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: Workshop
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, November 16, 2011**
Meeting Time: **7:00 pm**

prepares people for jobs, and it needs to be expanded in a more aggressive manner. He said students will have less student loans and earn more money quicker.

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

7. ADJOURNMENT

Councilor Nedelka moved to adjourn; seconded by Councilor Hooper.

Vote: 7/0.

Superintendent Briggs Badger's presentation and COAST's PowerPoint Presentation will be archived with these Minutes.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2011.11.09 – 157**

Resolution Re: Adoption of FY2013-2018 Capital Improvements Program

WHEREAS: The Capital Improvements Program (CIP) serves as the City's long range planning document for the purchase or construction of capital assets; and

WHEREAS: The CIP anticipates the scheduling and financing over the course of the next six years of individual capital related projects with an estimated annual aggregate cost of \$25,000 or more and useful life of three years or greater; and that

WHEREAS: The CIP is updated annually following review by the Planning Board and adoption by the City Council;

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

The Proposed Capital Improvements Program for Fiscal Year 2013-2018 reflected in the attached document is hereby adopted.

NOTE: This resolution requires a duly advertised public hearing.

AUTHORIZATION

Document Created by: Finance
Document Posted on: December 8, 2011

2011.11.09_adoption_of_fy2013_2018_cip_resolution
Page 1 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2011.11.09 – 157**

Resolution Re: Adoption of FY2013-2018 Capital Improvements Program

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Dean Trefethen
By request

Approved as to Legal Form: Allan B. Krans, Sr.
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

First Reading Date: 11/09/2011	Public Hearing Date: 12/07/2011
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2011.11.09 – 157**

Resolution Re: Adoption of FY2013-2018 Capital Improvements Program

RESOLUTION BACKGROUND MATERIAL:

This resolution establishes the attached FY2013 through FY2018 Capital Improvements Program. This resolution only recognizes and adopts a financial and operational planning document for the City's infrastructure over the course of the next six years and does NOT authorize funding for projects. The FY2013 – FY2018 CIP projects and their anticipated schedule for funding are reflected in the attached document.

Capital Improvements Program - FY2013-2018

PROPOSED

All Projects

BOLD = New Project
 UNDERLINED = Change in Schedule

PROJECT DESCRIPTION	Fiscal Year						Total	Finance Method
	2013	2014	2015	2016	2017	2018		
GENERAL GOVERNMENT								
Capital Reserve - Infrastructure & Equip	575,000	575,000	575,000	575,000	575,000	575,000	3,450,000	OB
City Hall Finance HVAC Repair	80,000						80,000	OB
Cemetery Improvements	25,000			550,000			575,000	RF/DF
Cemetery Chapel Restoration					150,000		150,000	OB
City Hall Elevator Atrium					50,000		50,000	RF
City Hall Tower Maintenance					100,000		100,000	OB
TOTAL GENERAL GOVT.	680,000	575,000	575,000	1,125,000	875,000	575,000	4,405,000	
POLICE								
Police Vehicle Replacement	126,000	126,000	126,000	126,000	126,000	126,000	756,000	RF
Dispatch Radio Replacement	115,000						115,000	OB
Police Facility - Design & Construction		11,600,000					11,600,000	DF
TOTAL POLICE	241,000	11,726,000	126,000	126,000	126,000	126,000	12,471,000	
FIRE & RESCUE								
Hydraulic Extrication Equipment Replacement	35,000						35,000	RF
South End Station Generator Replacement	52,000						52,000	RF
Fire Pumper Replacement		468,000				468,000	936,000	RF
Breathing Apparatus Replacement			259,584				259,584	RF
Bunker Gear Replacement			135,200				135,200	RF
Cardiac Monitor & Defibrillators Replacement				84,228			84,228	RF
South End Station Ramp Replacement				46,232			46,232	RF
Staff Vehicle Replacement				42,000			42,000	RF
Ambulance Replacement					176,603		176,603	RF
Central & South End Station Roof Replacements					60,000		60,000	RF
Command Vehicle Replacement					50,000		50,000	RF
Central Station Improvements						80,000	80,000	RF
TOTAL FIRE & RESCUE	87,000	468,000	394,784	172,460	286,603	548,000	1,956,847	
COMMUNITY SERVICES - PUBLIC WORKS								
PW Heavy Equipment	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000	RF
General Streets & Sidewalk Improvements	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	10,800,000	OB
Bridge Improvements	100,000	100,000	100,000	100,000	100,000	100,000	600,000	OB
Drainage System Improvements	150,000	150,000	150,000	150,000	150,000	150,000	900,000	OB
TIP - FasTrans - Dover Public Transit	100,000	100,000	140,000	145,000	145,000	145,000	775,000	RF
Drainage - Old Colony Road	75,000						75,000	OB
<u>Street Impr & Sidewalk - Mast Rd/Spruce Ln</u>	200,000	350,000	300,000				850,000	DF
Street Reconstruction - Applevale Area	300,000						300,000	DF
<u>Street Reconstruction - Nelson Street</u>	50,000			425,000			475,000	DF
<u>Street Reconstruction - Silver Street</u>	400,000		3,000,000				3,400,000	DF
Street Reconstruction - Tolend Road	2,500,000	2,500,000					5,000,000	DF
<u>Traffic Calming Devices - Belknap, Cushing</u>	10,000	75,000					85,000	OB
Traffic Signal Upgrades	187,000			160,000			347,000	OB
<u>Downtown Traffic Efficiency Improvements</u>		50,000	75,000	75,000		750,000	950,000	DF
Street Reconstruction - Lisa Beth Drive & Circle		675,000					675,000	DF
Street Reconstruction - Union Street		30,000		225,000			255,000	DF
<u>Street Reconstruction - Atlantic Avenue</u>			1,800,000				1,800,000	DF
Bridge Replacement - Route 108				200,000			200,000	OB
<u>Street Reconstruction - Richardson Drive</u>				500,000			500,000	DF
<u>Street Reconstruction - Tanglewood Drive</u>				50,000	335,000		385,000	DF
<u>Street Reconstruction - Oak/Ham/Ela Area</u>				500,000			500,000	DF
Street Reconstruction - Broadway				300,000			300,000	DF
Street Reconstruction - Floral Avenue				50,000			50,000	DF
<u>Street Resonstruction - Roberts Road</u>				65,000		500,000	565,000	DF
TIP - Replace Oak Street Railroad Bridge				350,960	2,433,305		2,784,265	RF/GR
Central Ave Corridor Long Hill Signalization					115,000		115,000	DF
EMS Computer Software Upgrade					25,000		25,000	OB
Street Extension - Washington Street					150,000		150,000	DF
<u>Street Recon - Piscataqua/Rabbit Road</u>					200,000		200,000	DF
Street Reconstruction - Watson Road					1,500,000		1,500,000	DF
<u>Bridge Replacement - County Farm</u>						250,000	250,000	DF
Sidewalk - Upper Whittier Street						75,000	75,000	OB
Street Realignment - Court/Central/Silver						150,000	150,000	OB
Street Reconstruction - Keating/Birchwood						100,000	100,000	OB
TOTAL COMM SERV - PW	6,072,000	6,030,000	7,565,000	5,295,960	7,153,305	4,220,000	36,336,265	
CULTURE & RECREATION								
Capital Reserve - Park/Playground Improvements	112,500	112,500	112,500	112,500	112,500	112,500	675,000	OB
McConnell Center Stained Glass Replacement	60,000						60,000	OB
Park Improvements - Henry Law Park	125,000						125,000	RF
McConnell Center Remaining Fitout		70,000	132,000				202,000	GR

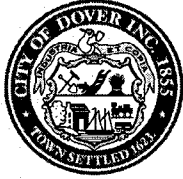
Capital Improvements Program - FY2013-2018

PROPOSED

All Projects

BOLD = New Project
 UNDERLINED = Change in Schedule

PROJECT DESCRIPTION	Fiscal Year						Total	Finance Method
	2013	2014	2015	2016	2017	2018		
Park Infrastructure Replace - Maintenance		100,000					100,000	RF
Park Improvements - Amanda Howard			130,000				130,000	RF
<u>Indoor Pool Roof Replacement</u>				110,000			110,000	RF
<u>Park Improvements - Maglaras Park</u>				327,000	352,000	321,000	1,000,000	DF
<u>Indoor Pool Lighting</u>					150,000		150,000	RF
Arena Locker Room & Foster Rink Improvements					185,000		185,000	OB
<u>Dunaway Field Turf Replacement (split City/School)</u>						500,000	500,000	DF
Park Improvements - Riverwalk						112,500	112,500	RF
TOTAL CULTURE & RECREATION	297,500	282,500	374,500	549,500	799,500	1,046,000	3,349,500	
PUBLIC LIBRARY								
Books and Collections	131,707	134,758	137,901	141,138	144,472	148,806	838,782	OB
Library Automation System/Check Out (split City/School)		40,000					40,000	OB
Air Conditioning System					118,500		118,500	OB
TOTAL PUBLIC LIBRARY	131,707	174,758	137,901	141,138	262,972	148,806	997,282	
TOTAL CITY DEPARTMENTS	7,509,207	19,256,258	9,173,185	7,410,058	9,503,380	6,663,806	59,515,894	
EDUCATION								
Auditorium Renovations	1,900,000						1,900,000	DF
Horne Street School Upper Parking Lot	125,000						125,000	OB
Media Center Equipment	80,000						80,000	RF
Garrison Elementary School Improvements		3,300,000	3,600,000				6,900,000	DF
Library Automation System (split City/School)		16,000					16,000	OB
<u>High School & Dunaway Field Improvements</u>				4,000,000	8,000,000	8,500,000	20,500,000	DF
Regional Career Tech Improvements				8,000,000	4,000,000		12,000,000	DF
TOTAL EDUCATION	2,105,000	3,316,000	3,600,000	12,000,000	12,000,000	8,500,000	41,521,000	
TOTAL GENERAL FUND	9,614,207	22,572,258	12,773,185	19,410,058	21,503,380	15,163,806	101,036,894	
SPECIAL REVENUE FUNDS								
Downtown Parking Facility			10,000,000				10,000,000	DF
Parking Deck - School St.			300,000		2,100,000		2,400,000	DF
TOTAL SPECIAL REVENUE FUNDS	0	0	10,300,000	0	2,100,000	0	12,400,000	
COMMUNITY SERVICES - WATER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Water Meter Replacement	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Water Treatment Plant & Well Equipment	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Water Exploration	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
Wellhead Protection	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
Water Main - Sixth Street Loop	500,000						500,000	DF
Water Main Replacement - Nelson St	50,000		200,000				250,000	DF
<u>Water Main Replacement - Silver Street</u>	150,000		850,000				1,000,000	DF
Water System Facilities Upgrade	200,000		1,500,000				1,700,000	DF
Water Main - Willand Pond		300,000		1,200,000			1,500,000	DF
Water Main Replacement - Oak/Ham/Ela Area				125,000			125,000	DF
Water Main Replacement - Main St/Washington St					100,000		100,000	DF
Water Main Replacement - Keating/Birchwood						50,000	50,000	RF
TOTAL WATER FUND	1,750,000	1,150,000	3,400,000	2,175,000	950,000	900,000	10,325,000	
COMMUNITY SERVICES - SEWER FUND								
Transfer to Capital Reserve	440,000	460,000	480,000	500,000	500,000	500,000	2,880,000	OB
Pump Station Equipment Replace-Maint.	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Inflow/Infiltration Study/Mitigation	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000	RF
WWTP - Facility Upgrade	3,000,000	3,000,000	3,000,000	3,000,000			12,000,000	DF
Sewer Main - Nelson Street	50,000		150,000				200,000	RF
Leighton Way Pump Station Replacement		30,000		325,000			355,000	DF
Sewer Main - Henry Law Avenue		200,000					200,000	RF
<u>Force Main Charles St. Pump Station</u>			75,000				75,000	RF
General Sewer Replacements			500,000				500,000	RF
Pump Station Upgrade - Varney Brook				100,000			100,000	RF
<u>Sewer Main - Oak/Ham/Ela Area</u>				75,000			75,000	RF
Sewer Main - Floral Avenue				75,000			75,000	DF
Sewer Main Replacement - Keating/Birchwood						50,000	50,000	RF
TOTAL SEWER FUND	3,865,000	4,065,000	4,580,000	4,450,000	875,000	925,000	18,760,000	
TOTAL OTHER FUNDS	5,615,000	5,215,000	7,980,000	6,625,000	1,825,000	1,825,000	29,085,000	
TOTAL ALL PROJECTS	15,229,207	27,787,258	31,053,185	26,035,058	25,428,380	16,988,806	142,521,894	



CITY OF DOVER

CERTIFICATE OF ADOPTION

Agenda Item#: 3A

Adopting: FY2013 – FY2018 Capital Improvements Program

- WHEREAS: The Dover Planning Board has the duty under the provisions of RSA 674: 1 to prepare and amend a Master Plan to guide the development of the community; and
- WHEREAS: The Dover Planning Board voted on November 13, 2007 to adopt the Land Use Chapter; and
- WHEREAS: The Dover Planning Board may under the provisions of RSA 674: 1 II recommend programs for the development of the municipality, programs for the erection of public structures, and programs for municipal improvements, each of which shall include recommendations for its financing; and
- WHEREAS: The Dover Planning Board, having adopted a Master Plan, is authorized under RSA 674:5 and City Ordinances to prepare and recommend a recommended program of municipal capital improvement projects projected over a period of at least 6 years; and
- WHEREAS: The Dover City Manager submitted to the Planning Board and City Council, on October 19, 2011, a proposed six (6) year Capital Improvements Program containing equipment and infrastructure improvements; and
- WHEREAS: The Dover Planning Board held a public hearing on October 25, 2011 on the proposed plan; and
- WHEREAS: On November 8, 2011, the Dover Planning Board amended the Program to reduce FY2013 Water Exploration monies to \$50,000 and add \$50,000 for design of a waterline replacement on Court Street in FY2013, in the Water fund.

NOW, THEREFORE, BE IT RESOLVED BY DOVER PLANNING BOARD THAT:

- 1) The document entitled "Capital Improvement Program, FY 2013 - FY 2018," as amended, be and hereby is adopted as the Board's recommended program of municipal capital improvement projects for the City of Dover, New Hampshire,
- 2) Once approved by the City Council, the Planning Department is authorized to forward a certified copy of the adopted Program to the Office of Energy and Planning, as required by RSA 675:9.

AUTHORIZATION

Approved as to Legal Form:

Allan B. Krans, Sr.
City Attorney

Maria Gasses
Planning Board Chair

Date of Adoption:

Nov 8 2011

Members in Favor:

UA

Members Opposed:

0



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2011.11.09 – 158**
Resolution Re: **Appropriation For FY2013 Capital Improvements Program and Authorization for Bonding**

WHEREAS: The City Council desires to make public improvements 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:

Item #	Description	Proposed Appropriations	Life/Yrs	Department	Fund
1	Street Impr & Sidewalk - Mast Rd/Spruce Ln	200,000	20	Comm Serv - PW	General
2	Street Reconstruction - Applevale Area	300,000	20	Comm Serv - PW	General
3	Street Reconstruction - Nelson Street	50,000	20	Comm Serv - PW	General
4	Street Reconstruction - Silver Street	400,000	20	Comm Serv - PW	General
5	Street Reconstruction - Tolend Road	2,500,000	20	Comm Serv - PW	General
6	High School Auditorium Renovations	1,900,000	20	Education	General
7	Water Main - Sixth Street Loop	500,000	15	CS - Water	Water
8	Water Main Replacement - Nelson Street	50,000	15	CS - Water	Water
9	Water Main Replacement - Silver Street	150,000	15	CS - Water	Water
10	Water Systems Facilities Upgrade	200,000	20	CS - Water	Water
11	WWTP - Facility Upgrade	3,000,000	20	CS - Sewer	Sewer
	Total	<u>\$9,250,000</u>			

AND FURTHER BE IT RESOLVED THAT:

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 City Treasurer, with the Finance Director and 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 public hearing. This resolution is to be referred to public hearing on December 7, 2011. This resolution is to be scheduled for vote on December 14, 2011.

AUTHORIZATION



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2011.11.09 – 158**
Resolution Re: **Appropriation For FY2013 Capital Improvements Program and Authorization for Bonding**

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Dean Trefethen
By request

Approved as to Legal Form: Allan B. Krans, Sr.
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

First Reading Date: 11/09/2011	Public Hearing Date: 12/07/2011
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2011.11.09 – 158**
 Resolution Re: **Appropriation For FY2013 Capital Improvements Program and Authorization for Bonding**

RESOLUTION BACKGROUND MATERIAL:

This resolution makes appropriations for the projects of the FY2013 Capital Improvements Program financed by debt and authorizes the sale of bonds.

This resolution makes appropriations for projects that are scheduled to be completed over multiple years. The Finance Department requests from all departments with projects to submit cash flow requirements for projects. These cash flow projections are completed to determine the amount by project for the coming bond issuance. Those projects that are not financed or are only partially financed remain as authorized unissued debt and bonded (financed) when the cash need arises.

Debt Authorization versus Debt Retirement

The following table compares the tentative authorization amount to the amount of debt being retired: The Net Sewer reflects the amount retired by user fees (total debt retirement less State aid for principal).

Description	General					Total
	City	School	Fund	Water	Net Sewer	
FY2013 Authorization	3,450,000	1,900,000	5,350,000	900,000	3,000,000	9,250,000
FY2013 Retirement	3,863,155	2,437,245	6,300,400	925,000	872,500	8,339,390
Net Change	(413,155)	(537,245)	(950,400)	(25,000)	2,127,500	910,610

Legal Debt Limits

The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2011 and this authorization, against the legal debt limits.

Description	City	School	Water	DBIDA-IP	DBIDA-IB	Exempt	Total
Debt Outstanding	36,998,240	28,640,814	10,334,000	100,000	1,694,773	15,960,771	93,728,598
Authorized - Unissued	6,800,000	56	4,000,000	0	0	6,929,157	17,729,213
Total Issued & Unissued	43,798,240	28,640,870	14,334,000	100,000	1,694,773	22,889,928	111,457,811
This Authorization	3,450,000	1,900,000	900,000	0	0	3,000,000	9,250,000
Grand Total	47,248,240	30,540,870	15,234,000	100,000	1,694,773	25,889,928	120,707,811
Legal Debt Limit	83,225,334	194,192,446	277,417,780	4,000,000	NA	NA	
Unused Capacity	35,977,094	163,651,576	262,183,780	3,900,000			
Percent Unused	43.2%	84.3%	94.5%	97.5%			

Notes: Legal debt limits are based on a percent of equalized assessed value. City 3%, School 7%, Water 10%.
 DBIDA limits are set by special legislation.
 IP = Industrial Park projects
 IB = Industrial Building projects
 Exempt includes Sewer, Special Revenue Funds and Tolend Road Landfill debt.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2011.11.09 – 158**
 Resolution Re: **Appropriation For FY2013 Capital Improvements Program and Authorization for Bonding**

Rate Impacts

The following tables summarize the change from year to year on the Property Tax Rate and the Utility Rates, net of existing debt service and aid, related to this FY13 authorization. The top table reflects the impact of the new CIP projects only; the second set reflects the combined impact of the new CIP projects and anticipated debt related to prior year authorizations. The rate changes have been adjusted for any amendments to projects from the proposed CIP.

CIP Only

Net Change in Property Tax Rates

	2013	2014	2015
City	0.13	0.12	0.12
School	0.07	0.07	0.07
Total Change	0.20	0.19	0.19
Est Tax Rate	<u>25.32</u>	<u>25.51</u>	<u>25.70</u>
% Change City	1.36%	1.24%	1.24%
% Change School	0.68%	0.68%	0.68%
% Change Total	0.80%	0.75%	0.75%

Including Prior Year Authorizations

Net Change in Property Tax Rates

	2013	2014	2015
City	0.24	0.05	0.01
School	0.02	0.03	0.03
Total Change	0.26	0.08	0.04
Est Tax Rate	<u>25.38</u>	<u>25.46</u>	<u>25.50</u>
% Change City	2.52%	0.51%	0.10%
% Change School	0.19%	0.29%	0.29%
% Change Total	1.04%	0.32%	0.16%

Rate per \$1,000 of Assessed Value

CIP Only

Net Change in Utility Rates

	2013	2014	2015
Water	0.10	0.09	0.09
Sewer	0.32	0.30	0.29
Total Change	0.42	0.39	0.38
Est Utility Rate	<u>9.82</u>	<u>10.21</u>	<u>10.59</u>
% Change Water	2.52%	2.21%	2.22%
% Change Sewer	5.89%	5.22%	5.06%
% Change Total	4.47%	3.97%	3.88%

Including Prior Year Authorizations

Net Change in Utility Rates

	2013	2014	2015
Water	0.24	0.24	0.02
Sewer	0.55	0.25	0.21
Total Change	0.79	0.49	0.23
Est Utility Rate	<u>10.19</u>	<u>10.68</u>	<u>10.91</u>
% Change Water	6.05%	5.70%	0.48%
% Change Sewer	10.13%	4.18%	3.70%
% Change Total	8.40%	4.81%	2.33%

Rate per 100 Cubic Feet of Water Consumption



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2011.11.09 – 158**

Resolution Re: **Appropriation For FY2013 Capital Improvements Program and Authorization for Bonding**

The table below reflects the net change from year to year, and the total change after 3 years, for an average single family home for taxes and user fees, based on the FY12 assessed value at \$249,800 with 75 HCF of average water usage.

Impact to Average Single Family Home

Description	Yr1	Yr2	Yr3	Change After 3 Years
CIP Only				
Property Tax	50	47	47	145
Water Fees	8	7	7	21
Sewer Fees	24	23	22	68
Total Avg SFH Impact	81	77	76	234
Including PY Authorizations				
Property Tax	65	20	10	95
Water Fees	18	18	2	38
Sewer Fees	41	19	16	76
Total Avg SFH Impact	124	57	27	208



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2011.11.09 – 159**
Resolution Re: **Appropriation For FY2013 Capital Improvements Program – Non-Debt Financed Projects**

WHEREAS: The City Council desires to make public improvements as listed in the Capital Improvements Program for Year 1 and to finance these improvements with transfers from Reserve Trust Funds and appropriation of existing funds.

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

The following capital outlays are appropriated as part of the FY13 Capital Improvements Program for the purposes so designated and the Finance Director is authorized to transfer the funds from the respective Reserve Funds in the amounts listed.

Item	Description	Appropriation	Funding	Fund
1	Police Vehicle Replacement	\$126,000	General Fund Capital Reserve	Trust
2	Hydraulic Extrication Equipment Replacement	35,000	General Fund Capital Reserve	Trust
3	South End Station Generator Replacement	52,000	General Fund Capital Reserve	Trust
4	Public Works Heavy Equipment	200,000	General Fund Capital Reserve	Trust
5	Cemetery Improvements	25,000	Cemetery Maintenance Reserve	Trust
6	TIP - FasTrans - Dover Public Transit	100,000	Transportation Reserve	Trust
7	Park Improvements - Henry Law Park	112,500	Park Improvements Reserve	Trust
8	Park Improvements - Henry Law Park	12,500	Recreation Facilities Reserve	Trust
9	Media Center Equipment	80,000	School Facilities Reserve	Trust
10	Water Exploration	100,000	Water Fund Capital Reserve	Trust
11	Wellhead Protection	100,000	Water Fund Capital Reserve	Trust
12	Inflow/Infiltration Mitigation	300,000	Sewer Fund Capital Reserve	Trust
13	Sewer Main - Nelson Street	50,000	Sewer Fund Capital Reserve	Trust
	Total	<u>\$1,293,000</u>		

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Dean Trefethen
By request

Approved as to Legal Form: Allan B. Krans, Sr.
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk

Note: This resolution requires a public hearing and a 2/3 majority vote according to C6-6 of the charter. This resolution is to be referred to public hearing on December 7, 2011. This resolution is to be scheduled for vote on December 14, 2011.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2011.11.09 – 159**
Resolution Re: **Appropriation For FY2013 Capital Improvements Program – Non-Debt Financed Projects**

DOCUMENT HISTORY:

First Reading Date: 11/09/2011	Public Hearing Date: 12/07/2011
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2011.11.09 – 159**
Resolution Re: **Appropriation For FY2013 Capital Improvements Program – Non-Debt Financed Projects**

RESOLUTION BACKGROUND MATERIAL:

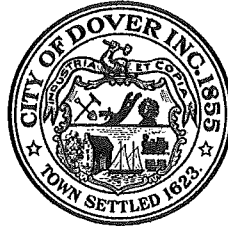
This resolution appropriates reserve trust funds and special revenue funds to finance a portion of the FY13 Capital Improvements Program. In addition, it authorizes the transfer of Reserve Trust Fund moneys.

The following table reflects the amount to be appropriated from the various funds and their projected balances as of 6/30/2012:

Description	Proposed Appropriation	Balance 6/30/2012
Trust Reserve Funds CIP		
General Fund Capital Reserve *	413,000	160,672
Cemetery Maintenance Reserve	25,000	57,336
Transportation Improvements	100,000	409,539
Parks Improvements Reserve **	112,500	282
Recreation Facilities Reserve	12,500	37,577
School Facility Capital Reserve	80,000	633,020
Water Capital Reserve	200,000	2,469,644
Sewer Capital Reserve	350,000	628,433
Totals	<u>\$1,293,000</u>	

* The General Fund Capital Reserve will have sufficient funds for the appropriations as a transfer from the General Fund of \$575,000 into the reserve is proposed in the CIP FY 2013-2018 to be budgeted during FY2013.

** The Parks Improvements Capital Reserve will have sufficient funds for the appropriation as a transfer from the Recreation Field Construction (Sand & Gravel) Fund of \$112,500 into the reserve is proposed in the CIP FY 2013-2018 to be budgeted during FY2013.



RECEIVED
DOVER CITY CLERK
DOVER, NH

2011 NOV 29 P 4:12

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: St. Mary Academy Scholarship Fund

Federal Tax ID number for Organization: 02-0342967

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

Contact Person: Kara Russell Day Time Telephone: (603) 591-7840

Address: 222 Central ave Email Address Kara918@gmail.com

Purpose of Permit: Calendar Raffle Sales

Date of Event: Month of January Specific Time: ←

Location of Event: at school and in the community

(Raffle Permit only)
Prize (s) To Be Awarded: 2,650

Amount of Donation: \$5 per Date of Drawing: EACH DAY IN FEBRUARY Specific Time: ←

Place of Drawing: St. Mary Academy

* 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: Kara Russell Date: November 29, 2011

Licensing Board approval: [Signature] Date: 12/2/11
Revised 03/17/08

This charity is registered with the NH Attorney General's office.
DB



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 Children's Home

Federal Tax ID number for Organization: 02-6229323

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

Contact Person: Tim Timmons / Stacey Hager Day Time Telephone: 308-769-6517 / 603-369-1775

Address: Locust St. Dover, NH Email Address S.hager@dover.nh.gov

Purpose of Permit: Raffle

Date of Event: Dec. 15, 2011 Specific Time: 2-4 p.m.

Location of Event: Christopher's Third St. Grille

(Raffle Permit only)

Prize (s) To Be Awarded: Restaurant gift certificates

Amount of Donation: ? unknown Date of Drawing: 12-15-11 Specific Time: 4 p.m.

Place of Drawing: Christopher's Third St. Grille

*** 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: 12-6-11

Licensing Board approval [Signature] Date: 12/7/11
Revised 03/17/08

Registered w/
NH AG's
Charitable Trusts Unit
DS



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: City of Dover

Federal Tax ID number for Organization: 02-6000230

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

Contact Person: Stacey Hager/Meghan Moynihan Day Time Telephone: 516-6450

Address: 288 Central Ave Dover Email Address s.hager@dover.nh.us

Purpose of Permit: Raffle tickets sold only to City of Dover Employees

Date of Event: current- 12-20-11 Specific Time: _____

Location of Event: various city buildings

(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: 12-7-11

Licensing Board approval [Signature] Date: 11/7/11
Revised 03/17/08

Handwritten initials/signature



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2011.12.14 – 160**
Resolution Re: **Approval of Zebra Crossings Lease, Room 328**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See attached Lease



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

THIS LEASE made this ____ day of _____, 2011, by and between **Zebra Crossings**, a New Hampshire 501(c)3 nonprofit organization of 61 Locust Street, Room 328, Dover, New Hampshire 03820 (hereinafter referred to as “LESSEE”), and The City of Dover, New Hampshire, of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire (hereinafter referred to as “LESSOR”).

WITNESSETH:

That IN CONSIDERATION of the mutual promises contained herein, and FOR OTHER GOOD AND VALUABLE CONSIDERATION contained herein, the sufficiency of which is hereby acknowledged, in compliance with that certain Letter of Intent between LESSEE and LESSOR dated _____, 2011, the parties agree as follows:

1. Description and Term.

That the LESSOR does hereby demise and lease to the LESSEE the Leased Premises within the City’s McConnell Center located at 61 Locust Street, Dover, New Hampshire, intended to contain **227 square feet** and more particularly identified on the McConnell Center Plans dated February 6, 2006 as **Room 328**.

In conjunction with the use of the Leased Premises, LESSEE shall have the right to use **Three** (3) parking spaces for its’ employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE’s normal operations between the hours of 8 am and 4 pm Monday through Friday. Additionally, visitor parking spaces are available in a parking lot created adjacent to the building on St. Thomas Street. Parking spaces will not be reserved and will be available on a first come first served basis with no signage designating spaces to the LESSEE. The parking spaces may be subject to relocation within the entire parking lot at the sole discretion of the City of Dover.

The term of this lease is twenty (20) months beginning on **November 1, 2011 and ending on June 30, 2013**.

Monthly rent shall be paid on the first of each month to the City of Dover. The first year of rent charges are based upon a space allocation for the Leased Premises of **227** square feet and calculated using the following components:

<u>Component</u>	<u>Rate</u>	<u>Annual</u>	<u>Monthly</u>
Fixed Rent	\$6.50	\$ 1,475.50	\$ 122.96
Capital Reserve	\$0.40	\$ 90.80	\$ 7.57
Utilities (*)	\$6.58	\$ 1,493.66	\$ 124.47
Other as agreed	0	0	0
Total Rent Assessment	\$13.48	\$ 3,059.96	\$255.00



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

2. Utilities and Maintenance.

The LESSEE is responsible for payment of all operations and maintenance costs associated with the Leased Premises, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this lease are established at **\$6.58/sf**. Utilities and Maintenance costs shall be revised annually and prorated per square foot based upon the previous years actual cost of operating and maintaining the building. The total square footage of leased space is **227 square feet**. The annual revision of operation and maintenance costs shall occur in February and take effect the following July 1st.

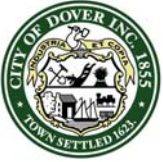
3. Condition of Premises.

The LESSOR leases the Leased Premises "AS IS". LESSEE is solely responsible for all associated costs for desired original and future build out of the Leased Premises. Plans and specifications for build out shall be reviewed and approved by the LESSOR prior to the start of construction.

LESSEE is solely responsible for insuring all improvements and contents of the Leased Premises, and shall name LESSOR as an additional insured. Proof of insurance coverage shall be provided to the LESSOR. The LESSEE'S policy shall contain a provision requiring thirty (30) days written notice of cancellation of coverage to the LESSOR.

LESSOR shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment. In addition, LESSOR shall, at its own expense, make normal repairs and maintain performance of the Leased Premises, as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair of floors, and the keeping of windows and doors watertight. LESSOR shall also, at its' expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they are at the date of the commencement of the term of this lease, reasonable wear and damage by accident, fire or other insured against casualty excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Premises prior to occupancy.

LESSOR agrees to maintain the Leased Premises in condition fit for their intended use and to make all necessary repairs of which LESSOR is aware, including adequate heat and water, and sound physical structure. Furthermore, LESSOR shall maintain the outside grounds, remove the common area rubbish, and maintain and keep the parking areas, sidewalks and entrances/exits to building reasonably free from snow and ice.



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

4. Access to Premises.

The LESSOR shall also have the right to enter upon the Leased Premises at all reasonable times to inspect same. The LESSOR shall provide the LESSEE with reasonable notice of any inspections of or visits to the premises.

5. Unavoidable Casualty and Eminent Domain.

In the event of an unavoidable casualty including fire not arising as a result of the negligence or intentional conduct of the LESSEE whereby the premises or any portion of them are destroyed or damaged so as to be unfit for use or occupancy, the LESSOR and/or LESSEE reserves the option of terminating this Lease. However, that in the event of total destruction or damage which is the equivalent of total destruction, this Lease shall automatically terminate.

6. Use.

The LESSEE shall only use the Leased Premises in compliance with the City's McConnell Center Reuse Steering Committee Report dated December 2004, and all applicable amendments thereto, all applicable City ordinances, rules and regulations. Additionally, the Leased Premise shall be used for non-profit purposes only. No residential use shall be permitted.

7. Renewal of Lease.

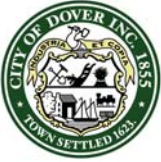
At least sixty (60) days, but no earlier than one hundred twenty (120) days, prior to the expiration of the initial term of this Lease or the expiration of an additional term, the LESSEE shall notify the LESSOR in writing of the LESSEE's intention to exercise its' option to extend the term of the Lease for an additional period and seek to continue its' Lease upon such terms and conditions as the parties may then agree.

8. Subletting and Assignment.

LESSEE shall neither sublet nor assign the Space or the associated parking spaces under any circumstances without prior written consent by the LESSOR, such intent shall not be unreasonably withheld.

9. Personal Property.

In the event that at the end of the term or upon any earlier termination of this Lease, including, but not limited to, termination for failure of the LESSEE to perform as required



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

hereunder, there remains personal property of the LESSEE in the Leased Premises, the LESSOR is authorized to dispose of said property after giving ten days written notice of its intent to do so to the LESSEE at the last known address of the LESSEE.

10. Default/Early Termination.

In the event the LESSEE fails to perform its' obligations under this Lease, this Lease is defaulted and the LESSOR is entitled to immediate occupation and possession of the Leased Premises and the associated parking spaces. If the LESSEE defaults in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed, under or by virtue of any provisions of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of the LESSEE. If the LESSOR makes any expenditure or incurs any obligations for payment in connection therewith including, but not limited to, attorney's fees, such sums paid or obligations incurred shall be paid to the LESSOR as additional rent. In the event that there is damage to the Leased Premises due to the LESSEE's actions or inactions, or the LESSEE fails to make any utility payments when due, the Lease may be immediately terminated at the option of the LESSOR.

11. Indemnification.

LESSEE agrees to pay, and to protect, defend, indemnify and save harmless LESSOR from and against any and all liabilities, losses, damages, costs, expenses, including all reasonable attorney's fees and expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person or any damage to property or to the Space;
- (ii) any act or omission of LESSEE or its agents, officers or employees;
- (iii) violation by LESSEE of any agreement or condition of this Lease; or
- (iv) violation by LESSEE of any law, ordinance or regulation affecting the Space or any part thereof or the ownership, occupancy or thereof.



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

12. **Insurance.**

Casualty and property insurance shall continue to be maintained on the subject property by the LESSOR. LESSEE shall procure and maintain in force, at its' expense, during the term of this lease agreement, and any extensions of such term, liability and property damage insurance for the Leased Premises to be considered primary coverage. LESSOR has no obligation for any loss to personal property. Proof of insurance shall be supplied to the LESSOR at the time of occupancy. The City of Dover shall be listed as 'Additional Insured' on the policy and proof of insurance certificate.

13. **Liens and Encumbrances.**

LESSEE will not create or allow any lien, encumbrance or charge on the Leased Premises or on the McConnell Center or on the rents or income therefrom which may be superior to the LESSOR's rights hereunder.

14. **Parties Bound.**

This Lease and its' addendums are binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire agreement between the parties.

15. **Notice.**

All notices by either party to be given with respect to this Lease shall be in writing and shall be given by first class mail to the addresses stated above.

16. **Modification of Lease.**

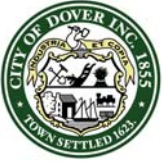
This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the both parties.

17. **Section Headings.**

The section headings throughout this instrument are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify or amplify, or aid in the interpretation, construction or meaning of the provisions of the Lease Agreement.

18. **Severability.**

Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity,



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Agreement.

19. Laws Governing.

The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease and determine all rights hereunder.

20. Security Deposit.

Upon execution of this Lease, LESSEE deposits with LESSOR \$0, as security for the performance by LESSEE of the terms of this Lease to be returned to LESSEE, with interest, following the full and faithful performance by LESSEE of this Lease. In the event of damage to the Leased Premises caused by LESSEE or LESSEE's agents or visitors, LESSOR may use funds from the deposit to repair, but is not limited to this fund and LESSEE remains liable.

21. Merger.

This Lease contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist, provided, however, that any subsequent modifications or agreements affecting this Lease shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease agreement this _____ day of _____, 2011.

ZEBRA CROSSINGS

Duly Authorized

DATE:

CITY OF DOVER

J. Michael Joyal, City Manager

DATE:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2011.12.14 – 161**

Resolution Re: **Approval of Mount Prospect Academy Lease, Room 317**

WHEREAS: Mount Prospect Academy (d/b/a Beckett Family Services) is an existing tenant at the McConnell Center, Room 317; and

WHEREAS: Mount Prospect Academy seeks to enter into a lease with the City of Dover.

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

The City Manager is authorized to sign a lease with Mount Prospect Academy with provisions as stated in the lease attached to the Background..

AUTHORIZATION

Approved as to Funding: Daniel Lynch
Finance Director

Sponsored by: Mayor Dean Trefethen
By request

Approved as to Legal Form: Allan B. Krans, Sr.
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2011.12.14 – 161**

Resolution Re: **Approval of Mount Prospect Academy Lease, Room 317**

DOCUMENT HISTORY:

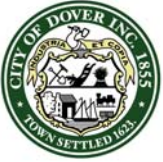
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See attached Lease



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

THIS LEASE made this ____ day of _____, 2011, by and between **Mount Prospect Academy d/b/a Becket Family of Services**, a New Hampshire 501(c)3 nonprofit organization of 61 Locust Street, Room 317, Dover, New Hampshire 03820 (hereinafter referred to as “LESSEE”), and The City of Dover, New Hampshire, of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire (hereinafter referred to as “LESSOR”).

WITNESSETH:

That IN CONSIDERATION of the mutual promises contained herein, and FOR OTHER GOOD AND VALUABLE CONSIDERATION contained herein, the sufficiency of which is hereby acknowledged, in compliance with that certain Letter of Intent between LESSEE and LESSOR dated _____, 2011, the parties agree as follows:

1. Description and Term.

That the LESSOR does hereby demise and lease to the LESSEE the Leased Premises within the City’s McConnell Center located at 61 Locust Street, Dover, New Hampshire, intended to contain **692 square feet** and more particularly identified on the McConnell Center Plans dated February 6, 2006 as **Room 317**.

In conjunction with the use of the Leased Premises, LESSEE shall have the right to use Six (6) parking spaces for its’ employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE’s normal operations between the hours of 8 am and 4 pm Monday through Friday. Additionally, visitor parking spaces are available in a parking lot created adjacent to the building on St. Thomas Street. Parking spaces will not be reserved and will be available on a first come first served basis with no signage designating spaces to the LESSEE. The parking spaces may be subject to relocation within the entire parking lot at the sole discretion of the City of Dover.

The term of this lease is eight (8) months beginning on **November 1, 2011 and ending on June 30, 2012**.

Monthly rent shall be paid on the first of each month to the City of Dover. The first year of rent charges are based upon a space allocation for the Leased Premises of **692** square feet and calculated using the following components:

<u>Component</u>	<u>Rate</u>	<u>Annual</u>	<u>Monthly</u>
Fixed Rent	\$6.50	\$ 4,498.00	\$ 374.83
Capital Reserve	\$0.40	\$ 276.80	\$ 23.07
Utilities (*)	\$6.58	\$ 4,553.36	\$ 379.45
Other as agreed	0	0	0
Total Rent Assessment	\$13.48	\$ 9,328.16	\$777.35



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

2. Utilities and Maintenance.

The LESSEE is responsible for payment of all operations and maintenance costs associated with the Leased Premises, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this lease are established at **\$6.58/sf**. Utilities and Maintenance costs shall be revised annually and prorated per square foot based upon the previous years actual cost of operating and maintaining the building. The total square footage of leased space is **692 square feet**. The annual revision of operation and maintenance costs shall occur in February and take effect the following July 1st.

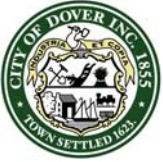
3. Condition of Premises.

The LESSOR leases the Leased Premises "AS IS". LESSEE is solely responsible for all associated costs for desired original and future build out of the Leased Premises. Plans and specifications for build out shall be reviewed and approved by the LESSOR prior to the start of construction.

LESSEE is solely responsible for insuring all improvements and contents of the Leased Premises, and shall name LESSOR as an additional insured. Proof of insurance coverage shall be provided to the LESSOR. The LESSEE'S policy shall contain a provision requiring thirty (30) days written notice of cancellation of coverage to the LESSOR.

LESSOR shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment. In addition, LESSOR shall, at its own expense, make normal repairs and maintain performance of the Leased Premises, as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair of floors, and the keeping of windows and doors watertight. LESSOR shall also, at its' expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they are at the date of the commencement of the term of this lease, reasonable wear and damage by accident, fire or other insured against casualty excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Premises prior to occupancy.

LESSOR agrees to maintain the Leased Premises in condition fit for their intended use and to make all necessary repairs of which LESSOR is aware, including adequate heat and water, and sound physical structure. Furthermore, LESSOR shall maintain the outside grounds, remove the common area rubbish, and maintain and keep the parking areas, sidewalks and entrances/exits to building reasonably free from snow and ice.



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

4. Access to Premises.

The LESSOR shall also have the right to enter upon the Leased Premises at all reasonable times to inspect same. The LESSOR shall provide the LESSEE with reasonable notice of any inspections of or visits to the premises.

5. Unavoidable Casualty and Eminent Domain.

In the event of an unavoidable casualty including fire not arising as a result of the negligence or intentional conduct of the LESSEE whereby the premises or any portion of them are destroyed or damaged so as to be unfit for use or occupancy, the LESSOR specifically reserves the option of terminating this Lease. However, that in the event of total destruction or damage which is the equivalent of total destruction, this Lease shall automatically terminate.

6. Use.

The LESSEE shall only use the Leased Premises in compliance with the City's McConnell Center Reuse Steering Committee Report dated December 2004, and all applicable amendments thereto, all applicable City ordinances, rules and regulations. Additionally, the Leased Premise shall be used for non-profit purposes only. No residential use shall be permitted.

7. Renewal of Lease.

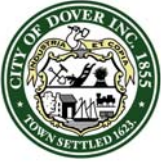
At least sixty (60) days, but no earlier than one hundred twenty (120) days, prior to the expiration of the initial term of this Lease or the expiration of an additional term, the LESSEE shall notify the LESSOR in writing of the LESSEE's intention to exercise its' option to extend the term of the Lease for an additional period and seek to continue its' Lease upon such terms and conditions as the parties may then agree.

8. Subletting and Assignment.

LESSEE shall neither sublet nor assign the Space or the associated parking spaces under any circumstances without prior written consent by the LESSOR.

9. Personal Property.

In the event that at the end of the term or upon any earlier termination of this Lease, including, but not limited to, termination for failure of the LESSEE to perform as required hereunder, there remains personal property of the LESSEE in the Leased Premises, the



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

LESSOR is authorized to dispose of said property after giving written notice of its intent to do so to the LESSEE at the last known address of the LESSEE.

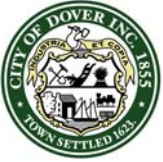
10. Default/Early Termination.

In the event the LESSEE fails to perform its' obligations under this Lease, this Lease is defaulted and the LESSOR is entitled to immediate occupation and possession of the Leased Premises and the associated parking spaces. If the LESSEE defaults in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed, under or by virtue of any provisions of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of the LESSEE. If the LESSOR makes any expenditure or incurs any obligations for payment in connection therewith including, but not limited to, attorney's fees, such sums paid or obligations incurred shall be paid to the LESSOR as additional rent. In the event that there is damage to the Leased Premises due to the LESSEE's actions or inactions, or the LESSEE fails to make any utility payments when due, the Lease may be immediately terminated at the option of the LESSOR.

11. Indemnification.

LESSEE agrees to pay, and to protect, defend, indemnify and save harmless LESSOR from and against any and all liabilities, losses, damages, costs, expenses, including all reasonable attorney's fees and expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person or any damage to property or to the Space;
- (ii) any act or omission of LESSEE or its agents, officers or employees;
- (iii) violation by LESSEE of any agreement or condition of this Lease; or
- (iv) violation by LESSEE of any law, ordinance or regulation affecting the Space or any part thereof or the ownership, occupancy or thereof.



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

12. Insurance.

Casualty and property insurance shall continue to be maintained on the subject property by the LESSOR. LESSEE shall procure and maintain in force, at its' expense, during the term of this lease agreement, and any extensions of such term, liability and property damage insurance for the Leased Premises to be considered primary coverage. LESSOR has no obligation for any loss to personal property. Proof of insurance shall be supplied to the LESSOR at the time of occupancy. The City of Dover shall be listed as 'Additional Insured' on the policy and proof of insurance certificate.

13. Liens and Encumbrances.

LESSEE will not create or allow any lien, encumbrance or charge on the Leased Premises or on the McConnell Center or on the rents or income therefrom which may be superior to the LESSOR's rights hereunder.

14. Parties Bound.

This Lease and its' addendums are binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire agreement between the parties.

15. Notice.

All notices by either party to be given with respect to this Lease shall be in writing and shall be given by first class mail to the addresses stated above.

16. Modification of Lease.

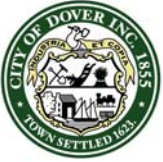
This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the both parties.

17. Section Headings.

The section headings throughout this instrument are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify or amplify, or aid in the interpretation, construction or meaning of the provisions of the Lease Agreement.

18. Severability.

Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity,



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Agreement.

19. Laws Governing.

The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease and determine all rights hereunder.

20. Security Deposit.

Upon execution of this Lease, LESSEE deposits with LESSOR \$0, as security for the performance by LESSEE of the terms of this Lease to be returned to LESSEE, with interest, following the full and faithful performance by LESSEE of this Lease. In the event of damage to the Leased Premises caused by LESSEE or LESSEE's agents or visitors, LESSOR may use funds from the deposit to repair, but is not limited to this fund and LESSEE remains liable.

21. Merger.

This Lease contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist, provided, however, that any subsequent modifications or agreements affecting this Lease shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease agreement this _____ day of _____, 2011.

BECKET FAMILY OF SERVICES

Duly Authorized

DATE:

CITY OF DOVER

J. Michael Joyal, City Manager

DATE:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2011.12.14 – 162**
Resolution Re: **Exclusive Listing Agreement Extension
Grubb & Ellis**

WHEREAS: Grubb Ellis is a real estate broker firm; and

WHEREAS: The City requires real estate services to acquire tenants for the McConnell Center; and

WHEREAS: The City of Dover and Grubb & Ellis entered into an Exclusive Listing Agreement in April 2011; and

WHEREAS: The Exclusive Listing Agreement has expired and the parties wish to extend the terms of the Agreement with the same terms and conditions as listed in the original Agreement; and

WHEREAS: The McConnell Center Advisory Committee recommends this action.

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

The City Manager is authorized to sign an extension of the Exclusive Listing Agreement with Grubb & Ellis with provisions as consistent with the terms and conditions of the original Listing Agreement as stated in the Background of this resolution.

AUTHORIZATION

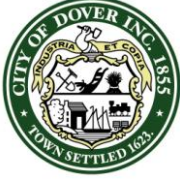
Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Dean Trefethen By request
Approved for Legal Compliance:	Allan B. Krans, Sr. General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

Document Created by: Legal	r_Grubb & Ellis
Document Posted on: December 8, 2011	Page 1 of 2



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2011.12.14 – 162**
Resolution Re: **Exclusive Listing Agreement Extension
Grubb & Ellis**

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		

Background:

An Exclusive Listing Agreement for Leasing of Property in New Hampshire between the City of Dover and Grubb & Ellis was signed covering the term of April 1, 2011 to October 31, 2011. The lease has expired and the parties wish to enter into an extension for one year. The extension continues the terms and conditions of the original Agreement and expires on October 31, 2012.



GRUBB & ELLIS[®]
Northern New England

Grubb & Ellis | Northern New England
500 Market Street, Suite 9
Portsmouth, NH 03801

603.433.7100 main
603.431.0028 fax
Independently Owned and Operated

**EXCLUSIVE LISTING AGREEMENT
FOR LEASING OF PROPERTY IN NEW HAMPSHIRE**

_____, 2011

1. In consideration of the listing for lease of the real property hereinafter described ("the Property") and Broker's agreement to use its best efforts to effect a lease or leases of same, the undersigned ("Owner") hereby grants to Broker the exclusive right to negotiate a lease or leases of the Property for a period commencing November 1, 2011 and ending midnight, October 31, 2012 ("the Term"). The lease(s) shall be on the following terms: \$6.50, triple net or any other price and terms acceptable to the Owner. Owner will accept an initial lease term of from one (1) year minimum up to ten (10) years.

The Property is situated in the City of Dover, County of Strafford, State of New Hampshire and is further described as various offices in the McConnell Community Center, 61 Locust Street (see attached list).

2. Owner agrees to pay Broker a leasing commission in accordance with the Broker's Schedule of Sale and Lease Commissions ("the Schedule"), a copy of which is executed by Owner, attached hereto and made a part hereof. This commission shall be earned and paid for services rendered if, during the Term: (a) All or any portion of the property is leased to a tenant (by Broker, Owner or anyone else) who is ready, willing and able to lease the Property on the terms above stated, or on any other terms agreeable to Owner; (b) Any contract for the lease of all or any portion of the Property is entered into by Owner. Any lease executed as a result of a direct referral from Owner or from one of the existing tenants in the Property will result in Broker receiving 50% of its normal commission for said lease. Excluded from this Agreement is Easter Seals if it leases any additional suite(s) within sixty (60) days from the date of this Agreement.

3. Owner further agrees that Owner shall pay Broker the aforementioned commission if, within one hundred eighty (180) days after the expiration of the Term, the Property or any portion thereof is leased or negotiations continue, resume or commence and thereafter continue, whether within the one hundred eighty (180) days or not, leading to the execution of a lease with any person or entity with whom Broker has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration of the Term in an effort to effect a lease of the Property. Broker agrees to submit a list of such persons or entities to Owner no later than fifteen (15) days following the expiration of the Term provided, however, if a written offer has been submitted, it shall not be necessary to include the offeror's name on the list. Owner represents that, if the Property has been listed with another broker, there are no exclusions which carry forward to this Agreement.

4. It is understood that it is illegal for either Owner or Broker to refuse to show or lease the Property to any person because of race, color, religion, national origin, sex, marital status or physical disability.

5. Owner agrees to cooperate with Broker in effecting a lease or leases of the Property and to immediately refer to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is authorized to require and accept a deposit with any offer to lease or purchase, and to represent to prospective lessees and purchasers that Owner will not accept offers unless accompanied by a deposit. Broker is further authorized to advertise the Property and to place a sign(s) on the Property if, in Broker's and Owner's mutual opinion, this would facilitate leasing the Property. Owner authorizes Broker to place information about the Property on the Internet and/or in any Multiple Listing Services/Information Exchange Services of which Broker is a member or has access to as a commercial real estate firm.

6. Owner agrees to disclose to Broker and to prospective tenants any and all information which Owner has regarding the condition of the Property including, but not limited to, the presence and location of asbestos, radon, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on, or about the Property.

7. Owner acknowledges that Broker may have the opportunity to represent prospective tenants and consents to discuss such potential dual representation ("agency") if it arises during the Term.

8. Owner authorizes Broker to release data including, but not limited to, asking price, time on market, lease price and terms, and parties to the transaction for statistical purposes only.

9. Broker agrees to cooperate with subagents, buyer/tenant agents and non-agents, and agrees to share its commission 50% with any such duly licensed agency.

10. Owner hereby agrees to allow Broker, when requested by other agents, buyers or tenants, to disclose the existence of single or multiple offers on the Property.

11. Owner agrees that Broker will not identify Owner when entering this property in the REALTOR® Multiple Listing Service ("Innovia") and the Owner's name shall be entered simply as "On File."

12. This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. Any purported amendment, modification or withdrawal which is oral shall be void and of no effect whatsoever. This Agreement shall be binding on the heirs, successors and assigns of the parties.

The undersigned Owner states that it is the legal owner of the Property, is legally empowered to enter into this Agreement, and hereby acknowledges receipt of a copy of this Agreement and the Schedule.

Owner: City of Dover

Witness

By: _____

J. Michael Joyal, Jr.

Its: City Manager

Address: 288 Central Avenue
Dover, NH 03820

Fax: (603) 516-6431

Telephone: (603) – 516-6410/396-4026

Email: g.bannon@dover.nh.gov

Approved by Dover City Council:

December 14, 2011

Date

Accepted:

GRUBB & ELLIS|NORTHERN NEW ENGLAND
500 Market Street, Suite 9
Portsmouth, NH 03801

By: _____

David F. Choate, III

Its: Executive Vice President

Hereunto Duly Authorized

G:CLIENTS/City of Dover/McConnell Community Center/ListingAgrLeaseNH
(Revised 10/21/10)



GRUBB & ELLIS
Northern New England

Grubb & Ellis|Northern New England
500 Market Street, Suite 9
Portsmouth, NH 03801
603.433.7100 main
603.431.0028 fax
www.grubbellisnne.com
Independently Owned and Operated

FEE SCHEDULE

LEASING

Commercial or industrial space lease:

1 year lease or less	- 10.0% of lease value
2 year lease	- 6.0% of lease value
3 year lease	- 5.5% of lease value
4 year lease	- 5.0% of lease value
5 year lease	- 4.5% of lease value
6+ year lease	- 3.5% of lease value

1. EXAMPLE OF FULL FEE COMMISSION: 1,108 s.f. (Room 239) x 6.50/s.f. (base rent) x 10 years (term) = \$72,020 total base rent x 3.5% (full fee) = \$2,520.70 commission.

2. EXAMPLE OF 50% FEE COMMISSION: 939 s.f. (Room 333) x 6.50/s.f. (base rent) x 5 years (term) = \$30,517.50 total base rent x 2.75% (half fee) = \$839.23 commission.

TAXES AND UTILITIES CHARGES PAYABLE BY TENANT: On net leases where taxes, common area charges and utilities are treated as separate items from base rent and as such are billed annually (or as charges are received by Landlord) these items will not be included as part of the rent for purposes of computing leasing fees. Any increases in the base rent which are fixed by the terms of the lease and which can be calculated to a specific dollar amount at the commencement of the lease term shall be added into the total dollar value of the lease for the purpose of computing the amount of the leasing fee due.

OPTION(S) TO RENEW, EXTEND LEASE, OCCUPY ADDITIONAL SPACE, OR CANCEL: If a lease for which a commission is payable hereunder contains an option(s) to expand and a tenant is renewed or extended whether by virtue of such option or otherwise, the Owner shall pay a leasing commission in accordance with the provisions of this Schedule on the additional base rental to be paid, calculated at the commission rate applicable hereunder to the years of the lease in which the additional base rental is payable. Said commission shall be earned and payable at the time the additional space is occupied, as applicable. If a lease contains an option by the Owner or tenant to cancel the lease, the commission will be payable as if the lease were fully performed.

PAYMENT OF FEES: Fees on leases are due and payable at signing of lease. Payment of leasing commissions due under this agreement shall be payable from money received from tenants, including but not limited to earnest money held in Broker's escrow, rent payments and security deposits. In accordance therewith, Owner agrees that it will not execute any lease for which a commission is payable unless such lease requires the tenant to pay a minimum of one month's (average) rent and the security deposit to Grubb & Ellis|Northern New England escrow account when the tenant signs the lease. Any balance unpaid after ten days from due date will bear interest at the highest rate allowable by New Hampshire law, and reasonable attorney's fees will be included if collection of balances owed is required.

I/We have read the above and hereby agree to this fee schedule as it pertains to my/our property at McConnell Community Center, 61 Locust Street, Dover New Hampshire.

For: Grubb & Ellis|Northern New England

Owner

Date: _____

Date: _____



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2011.12.14 – 163**
Resolution Re: **Emergency Management Performance Grant**

WHEREAS: The City of Dover accepts an Emergency Management Performance Grant for Channel 22 upgrades in the amount of \$21,450 subject to the City match of \$21,450; and

WHEREAS: The Fire Department recommends the funding to allow an upgrade of emergency event capabilities.

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

The City of Dover accepts the Emergency Management Performance Grant subject to the requirements of the grant.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Dean Trefethen By request
Approved for Legal Compliance:	Allan B. Krans, Sr. General Legal Counsel		
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 Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		

Document Created by: Legal
Document Posted on: December 8, 2011

r_2011.12.14 Emergency Management Performance Grant

Page 1 of 2



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2011.12.14 – 163**
Resolution Re: **Emergency Management Performance Grant**

RESOLUTION BACKGROUND MATERIAL:

Project Accomplishments:

The project will allow the City of Dover to upgrade broadcast and online capabilities to transmit important emergency event information to residents of the City, via the City's television channel and website, as a live feed with more frequent updates and important information. The ability to broadcast emergency information to residents in real time provides residents with a dedicated source of critical information about emergencies and events. The ability to broadcast live also allows emergency officials to speak to residents and provide first-hand and important updates about public safety.

Project Benefits:

The City of Dover has very limited capabilities for emergency broadcasting. At the present time, emergency broadcasting consists of updates to the City's bulletin board on its' television channel and online. Both outlets require manual updates and do not provide immediate access to important public information about emergencies or events.

Broadcasting live information to residents from the field, either from emergency events or a command center, will provide immediate access to critical public safety information. Residents already turn to the City's television channel or website when such events occur, looking for updates, contact information, and important reminders.

By expanding the capability of the existing broadcast systems, City staff will be able to react in real time to critical events with first responders and share that information immediately or quickly with residents. Whether an emergency or critical event that affects City infrastructure, residents will be informed in a much more timely manner, with direct updates from emergency officials.

The technology will provide invaluable in distributing information to residents in an efficient and timely manner, during emergency events both small and large.



CITY OF DOVER

CITY OF DOVER – RESOLUTION

Agenda Item#: 13.A.8.

Bid Number: **R -2011.12.14 – 164**
Bid Description: B07052 Chemical Root Control Additional Services

WHEREAS: Sealed bids B07052 were requested and received for Root Control Services on June 21, 2007 at 2:00 pm. Per a conversation with Darlene Lawrence, NH Division of Pesticide Control on 12/2/2011 there are still only **two** vendors licensed in NH for Root Control on Sanitary Sewer Pipes; and

WHEREAS: These two vendors responded in 2007 with two different methodologies for root control being outlined. Of the two, one vendor has one applicator certification and the other (Duke Root Control Inc of Syracuse NY licensed #133 in NH in 1993 has six applicator certifications; and

WHEREAS: After discussion between the Community Services Sewer Department and the Purchasing Office it is the recommendation that the bid most advantageous to the City of Dover is from Duke’s Root Control Inc at the rates as stated in 2007 bid to remain the same (see results page). The city has a long and successful history with this Duke’s root Control and does not recommend a change in treatment procedures.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY MANAGER THAT:

The competitive Bid Procedure may be waived by a majority Vote of the City Council.

The Purchasing Agent is hereby authorized to issue a Purchase Order to Duke Root Control Inc at same rates as previous years. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
5320.1.300.43250.4443.0000	Sewer Rental of Equipment	\$25,500.00	\$25,500.00
		FY11 \$15,000.00 for Root control	

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Dean Trefethen
By request

Approved for Legal Compliance: Allan B. Krans, Sr.
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER – RESOLUTION

Agenda Item#: 13.A.8.

Bid Number: **R -2011.12.14 – 164**
Bid Description: B07052 Chemical Root Control Additional Services

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti , At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER – RESOLUTION

Agenda Item#: 13.A.8.

Bid Number: **R -2011.12.14 – 164**
Bid Description: B07052 Chemical Root Control Additional Services

BACKGROUND MATERIAL:

A sealed bid was solicited in 2007 to identify a qualified vendor to supply root control services and two replies were received. On 12/2/2011 the Dover purchasing agent requested an updated list of qualified and licensed vendors in the state of NH and received this list from Darlene Lawrence, Certification Coordinator of the NH Division of Pesticide Control. There are still only two licensed vendors in the State of NH. The City of Dover Utilities Division has outlined the two processes and made recommendation to stay with current pricing and current process utilized by Duke's Root Control which consists of:

1. Use of a 1" plastic hose; they manually push into pipe from manhole to manhole
2. They start the foaming process and electrically winch backs the hose while they are foaming the line.
3. When they reach the end they foam down the manhole.
4. No prejetting, no debris washing down, no cleanup.

Second vendor (Municipal Sales) process:

1. Uses a jetter to get the foaming nozzle to the end of the manhole, concerns are by using a jetter, wash down of grit, roots, and other debris, will be forced downstream, without being suck out.
2. They start the foaming process without the jet on.
3. They winch back foaming the pipe as they come back, same as the duke process

Purchasing Information:

Type:	Sealed bid 2007	Advertised:	Yes
Invitations Mailed:	13	Number of Responses:	2
Warranty:	As stated in Specifications	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	No
Prices will hold for:	Nov 30, 2012	Estimated Delivery:	As needed
Recommended Award to:	Dukes Root Control Inc	Fund:	5320
Other Approvals Required:	Yes State of NH License	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for City Manager Approval:	Waive bidding procedure



CITY OF DOVER

CITY OF DOVER – RESOLUTION

Agenda Item#: 13.A.8.

Bid Number: **R -2011.12.14 – 164**
Bid Description: B07052 Chemical Root Control Additional Services

Results

	Municipal Sales 1099 Burgoyne Ave. Ft. Edward, NY 12822	Dukes Root Control, Inc 1020 Hiawatha Blvd West Syracuse, NY 13204
6" Pipe	1.35	1.49
8" Pipe	1.35	1.49
10" Pipe	1.45	1.66
12" Pipe	1.45	1.82
15" Pipe	1.55	1.82
Misc. Charges	None indicated	None
Minimum quantity/Dollar amount required (if applicable)	\$2000.00 per trip	\$2,000.00 per trip



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R - 2011.12.14 – 165**
Resolution Re: **B12024 Award of Bid for Excess Workers Compensation and Employers Liability Insurance**

WHEREAS: Sealed bids were requested and received for Excess Workers Compensation and Employer's Liability Insurance Coverage on November 28, 2011 at 2:00 p.m.; and

WHEREAS: The low bid, meeting specifications, was submitted by Foy Insurance of Exeter NH in the amount of \$52,132.00, based on a year one fixed rate of \$0.121 per \$100 of estimated, annual gross payroll for calendar year 2012; and

WHEREAS: This annual charge will be adjusted upwards or downwards after the 2012 calendar year is completed and an audit is completed of the actual payroll figures.

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 Foy Insurance of Exeter, NH for Excess Workers Compensation and Employer's Liability Insurance Coverage in the amount of \$52,132.00. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
6800.1.550.49200.4260.09100.00	Internal Services Workers Comp	\$55,000.00	\$55,000.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Dean Trefethen
By request

Approved for Legal Compliance: Allan B. Krans, Sr.
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R - 2011.12.14 – 165**
Resolution Re: **B12024 Award of Bid for Excess Workers Compensation and Employers Liability Insurance**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R - 2011.12.14 – 165**
Resolution Re: **B12024 Award of Bid for Excess Workers Compensation and Employers Liability Insurance**

BACKGROUND

Request for interested Insurance Agents to bid for Excess Workers Compensation and Employer's Liability Insurance Coverage was sent in November 2011. Sealed bid packets were due back November 28, 2011 at 2:00 p.m. and the City of Dover received three responses. The low bid was received by Foy Insurance of Exeter NH. This is the vendor currently providing our excess workers compensating & Employers Liability policy

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	26	Number of Responses:	3
Warranty:	n/a	Terms:	net 30
Work Bonded:	No	Contract:	Yes
Prices will hold for:	One year	Estimated Delivery:	Na
Recommended Award to:	Foy Insurance	Fund:	Internal Services
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Expenditure over \$25,0000

Vendor List

Mr. Richard Carr
USI of New England
P. O. Box 6360
Manchester, NH 03108-6360

Mr. Tom Dunn
Local Government Center
P. O. Box 617
Concord, NH 03302-0617

Alexis
One Constitution Plaza
Boston MA 02129

Linewebber & Giffin
5 First Street
Dover, NH 03820

Jenness & Jenness Agency
P. O. Box 7337
Rochester, NH 03839-7337

Berkley Administrators
P. O. Box 4012
Farmington, CT 06034-4012



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R - 2011.12.14 – 165**
Resolution Re: **B12024 Award of Bid for Excess Workers Compensation and Employers Liability Insurance**

MacDuffee Insurance Agency
93 Washington Street
Dover, NH 03820

Immanuel Insurance Agency
P. O. Box 300
Barrington, NH 03825

Gallagher Bassett Services
PO Box 10148
Bedford NH 03110-0148

The Mariello Group
69 Island Street
P. O. Box 2041
Keene, NH 03431

Gorman Insurance Services
396 High Street
Somersworth, NH 03878-1498

Liberty Mutual Insurance
10 Corporate Drive ste 100
Bedford, NH 03110-5954

Capitol City Claims and Consulting
PO Box 6598
Concord NH 03303

Compensation Fund of NH
Bow Brook Place,
46 Donovan Street
Concord NH 03301

Corporate Health Administration
3 Burlington Woods Drive
Burlington MA 01803-9553

Comp Signa Ltd.
PO Box 538
Concord NH 03302-0536

Don Huot
Wieczorck Insurance
166 Concord Street
Manchester NH 03104

Karen Drapaniotis
Foy Insurance
PO Box 1030
Exeter NH 03833

The Insurance Exchange
PO Box 6360
Manchester NH 03108-6360

Jeff Francoeur
Brown and Brown of NH
PO Box 979
Dover, NH 03820

Carl Weber
NH Public Risk Management
Bow Brook Place
46 Donovan St
Concord, NH 03301

Don Huot
Wieczorek Insurance
166 Concord Street
Manchester, NH 03104

Christopher Gorman
Gorman Insurance
396 High Street Ste 3
Somersworth, NH 03878

Karen Drapaniotis
Foy Insurance Group
PO Box 1030
Exeter, NH 03833



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R - 2011.12.14 – 165**
Resolution Re: **B12024 Award of Bid for Excess Workers Compensation and Employers Liability Insurance**

Bid Results

Deposit premium is the amount paid up front to secure the coverage based on estimated annual payroll figures.

Minimum premium is the lowest amount to be paid if actual audited payroll figures are less than original estimated annual payroll figures.

\$400,000 Retention

<i>Agent</i>	<i>Offer</i>	<i>Option</i>	
Christopher Gorman	\$400,000 retention	\$450,000 retention	\$400,000 retention
WIS Inc	1 year	1 year	1 year \$100,000 deductible
475 C High St	deposit \$47,749	\$44,398	\$40,404
Somersworth NH 03878	\$55,277	\$49,332	\$44,894
Midwest Employers Casualty	rate .1283	Rate .1145	Rate .1042
Karen Drapaniotis (current)	\$400,000 retention	\$400,000 retention yr 1	
Foy Insurance Group	1 year	\$450,000 retention yr 2	
PO Box 1030	Deposit \$46,919	Yr 1 \$52,132	
Exeter NH 03833	\$52,132	Yr 2 \$47,177	
Safety National	rate 0.121	Rate 0.121 & 0.1095	
Daniel Ippolito	\$400,000 Retention all classes Except Police & Fire is		
HUB International NE LLC	\$500,000		
299 Ballardvale St	One year		
Wilmington MA 01887	90% deposit \$94,640		
NY Marine & General Midland	\$105,155 rate.2414		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R - 2011.12.14 – 166**
Resolution Re: B12031 Award of Bid for Consulting Service for
Community Wide Visioning Process

WHEREAS: Sealed request for Proposals B12031 was solicited and received on November 28, 2011 @ 2:00pm for consulting services. Six proposals were received and evaluated based on qualifications and like experience; and,

WHEREAS: The evaluating team selected three firms to present their proposals and interviews were conducted December 5, 2011 with the three vendors. The proposal deemed most advantageous to the city was submitted by Hawk Planning Resources LLC in the amount of \$28,980.00

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

The Purchasing Agent is hereby authorized to issue a Purchase orders to Hawk Planning Resources LLC given the rates provided in conjunction with B12031. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
1000.1.180.41910.4339.00000	Consulting Services	32,198.00	32,043.60

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Dean Trefethen
By request

Approved for Legal Compliance: Allan B. Krans, Sr.
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R - 2011.12.14 – 166**
Resolution Re: B12031 Award of Bid for Consulting Service for
Community Wide Visioning Process

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti , At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R - 2011.12.14 – 166**
Resolution Re: B12031 Award of Bid for Consulting Service for
Community Wide Visioning Process

RESOLUTION BACKGROUND MATERIAL:

The City of Dover is in the process of updating and amending its existing Master Plan. In 2007, the Land Use Analysis Chapter was adopted by the Planning Board. The intention of this project is to begin the process of the update to that chapter by developing a Community Vision. Consultants will work with community members, the City, school district, businesses and other community organizations to prepare a complete community vision and subsequent scope of work for a comprehensive master planning process.

The visioning process must include extensive and sustained public involvement activities, including innovative outreach efforts through various approaches toward the goal of engaging a broad and deep cross section of the community. The City of Dover is looking for a blend of involvement and collaborative approaches that will engage those community members that typically are not engaged in civic or community dialogue.

A steering committee will be organized to oversee the project, provide input to the consultants regarding the project, and assist in linking this work into the comprehensive master planning process. The steering committee will serve to provide oversight to the project and process and will be established by the Planning Board with input from major stakeholders.

Purchasing Procedures require formal bidding process for projects in excess of \$10,000 which includes advertising in a news paper of bid solicitations. Due to factors beyond the control of the city, the newspaper ad submitted for this bid notification did not run in the newspaper.

The bid solicitation was emailed to 152 companies, posted on the city hall bulletin board outside finance office, posted on city web site and sent to 3 construction trade magazines for advertising, as well as sent to the Dover Chamber of Commerce, therefore consensus is that the advertising requirement has been met.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	152	Number of Responses:	6
Work Bonded:	na	Contract:	Yes
Prices will hold for:	Until complete	Estimated Delivery:	150 days
Recommended Award to:	Hawk Planning Resource	Fund:	GF
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	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#: 13.A.10.

Resolution Number: **R - 2011.12.14 – 166**
Resolution Re: B12031 Award of Bid for Consulting Service for
Community Wide Visioning Process

Vendor Solicitation List:

<p>Ackroyd Engineering, LLC AECOM Allen & Major Associates, Inc. Ambit Engineering Appledore Engineering, Inc. Aries Engineering, Inc. ATC Associates Inc. Attar Engineering, Inc. Axis Business Solutions Beals Associates PLLC Bedford Design Consultants, Inc. Berry Surveying & Engineering Brown and Caldwell Caley Corporation Careno Construction Company CDM CHA, Inc. Chemserve Christiansen & Sergi Inc. Civil Consultants Civilworks, Inc. CLD Consulting Engineers, Inc. CMA Engineers, Inc. Comprehensive Environmental Inc. Construction Summary Of NH Consulting Environmental Scientist Consulting Wetland / Soil Scientist Corporate Environmental Advisors CSI Engineering, LLC D.B. Truslow Associates Davis Goudreau Architects Inc. Deluca-Hoffman Associates, Inc. DK Engineering Associates, Inc. Dodge Report Doucet Survey, Inc. DuBois & King, Inc. Dufresne Group Eaglebrook Engineering & Survey Eastern Analytical, Inc. Eckman Engineering, LLC</p>	<p>GZA GeoEnvironmental, Inc. H.E. Bergeron Engineers, Inc. Haight Engineering, PLLC Haley & Aldrich, Inc. Harriman Holden Engineering Inc Horizons Engineering, Inc. Horsley Witten Group, Inc. Howard/Stein-Hudson Associates, Inc. Hoyle, Tanner & Associates, HydroSource Associates, Inc. HYDROTERRA Environmental Interstate Electrical Svs Corp Ironwood design group Isaak Design PLLC Jacobs Engineering Group, Inc. Jeffrey H. Taylor & Associates Jesseman Associates, P.C. JMMO Company,LLC John T Brennan & Associates John Turner Consulting Inc. Johnson Controls,Inc. Jones & Beach Engineers, Inc JPS & Associates Kaestle Boos Associates, Inc. Ken Costello Design, LLC Kleinfelder / S E A Consultants Leggette, Brashears & Graham Lewis Engineering Lewis Water Services Little Bay Broadcast Service Louis Berger Group, Inc. Loureiro Engineering Associates, Inc. Lynnfield Engineering, Inc. Maguire Group, Inc. Martini Northern McEaney Survey Associates McHenry Architecture</p>	<p>Northeast Civil Solutions, Inc. Northpoint Engineering, LLC Norway Plains Associates, Inc. Oak Point Associates Ocean and Coastal Consultants Pathways Consulting, LLC Pennoni Associates Inc. Pohopek Land Surveyors Provan & Lorber, Inc. Quantum Construction Consult Ransom Environmental Consult Resource Laboratories LLC Resource Systems Group RI Analytical Laboratories, Inc. Ricci Construction Co., Inc. Richard D. Bartlett & Associates, RPF Environmental S E A Consultants Inc. S&H Land Services, LLC S. W. Cole Engineering, Inc. Sebago Technics, Inc. Sheerr McCrystal Palson. Siemens Building Technologies Stantec Consulting Services Stephens Associates Consulting StoneHill Environmental, Inc. T.R. Selling Engineering, P.C. Tata & Howard, Inc Terracon Consultants, Inc. TFMoran Inc. The H.L. Turner Group Inc. The Louis Berger Group, inc. The Scott Lawson Group, Ltd. Thomas Engineering Associates Tidewater Environmental Planning, LLC Tighe & Bond, Inc. Tilson Government Services Titcomb Associates Tritech Engineering Corporation</p>
---	--	--



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R - 2011.12.14 – 166**
 Resolution Re: B12031 Award of Bid for Consulting Service for
 Community Wide Visioning Process

<p>ECS Edge Environmental LLC Emery & Garrett Groundwater, Inc. Engineering Ventures, PC Environmental Compliance Svcs EnviroSense, Inc. Fay, Spofford & Thorndike, LLC GeoInsight, Inc. Geospatial Pipeline Services, LLC Geosyntec Consultants, Inc GM2 Associates, Inc. Golder Associates Inc</p>	<p>MHF Design Consultants, Inc. Millennium Engineering, Inc. Milone & MacBroom, Inc. MJS Engineering, PC MSC Civil Engineers & Land Surveyors, Inc. Murphy Pipeline Contractors New England Environmental Nobis Engineering, Inc. Normandeau Associates, Inc. Green environmental Dover Chamber of Comm.</p>	<p>Turgeon's Construction Inc. TY LIN International Underwood Engineers, Inc. Vanasse Hangen Brustlin, Inc Weston & Sampson Engineers Wilcox & Barton, Inc. Woodard & Curran Wright-Pierce WV Engineering Associates, PA Yates Electric Service, Inc. Greenman- Pederson Inc Greybar</p>
---	---	---

Bid Results

VENDOR	Cost	Selected for Interviews
Howard/Stein-Hudson Associates, Inc 38 Chauncy Street, 9 th Floor Boston, MA 02111	\$29,760	No
Innovative Leadership, USA Inc Future iQ Partners N7596 State Road 25 Menomonie, WI 54751	\$28,000	No
The Center for Research & Public Policy 3703 Popple Dungeon Road Chester, VT 05143	\$24,000 and \$4,750=\$28,750	Yes
Hawk Planning Resources LLC 9 Liberty Street Concord, NH 03301-2928	\$28,980	Yes
Jeffrey H Taylor & Associates, Inc 136 No. Main Street, Suite 4 Concord, NH 03301	\$29,800	Yes
Systems In Sync 360 Codwell road E. Thetforch, VT 05043	\$29,756	No

To: City Council

From: Dorothea Hooper

Re: School Board Report

Date: November 15, 2011

The Dover School Board met in regular session November 14, 2011.

No one spoke at Citizen's Forum.

The Consent Agenda passed without discussion.

Superintendent Jean Briggs Badger gave her report. She noted that Nov. 13th through the 19th was National Education Week. As part of her report, Jim Amara, Director of the CTC program at DHS, gave an update on the future of the JROTC program which has struggled with a lack of enrollment since its inception. He asked for permission to join with Portsmouth adding enrollment to the program and allowing our students to join some of their classes that are not offered in Dover. Later in the meeting the board will vote in favor of this plan.

Briggs-Badger continued her report on the variety of honors (band, CTC, football, etc.) that have been awarded students at the high school. She also noted varied fund raising being done by PTA in the elementary schools, the Fire Safety program put on in the elementary schools, food drives, Veteran's Day activities.

Committee Reports were given on Professional Development (mainly planning for teacher workshop days), Curriculum Planning (speaker from the N.H. Dept. of Education speaking on "next generation" learning) and Horne Street JBC (so far on budget) which indicated that the projects there would not be completed until the summer of 2012. There will also be an Open House at Horne Street on Nov. 17th where there will be a ceremonial ribbon cutting.

Two Policies were discussed: 1) a policy to define generator descriptions (emergency or standby) in order to get a certificate of occupancy at Horne Street School and 2) a trip policy that aids students in raising money for trips out of the country.

The DALC director came before the board with a handbook change showing the new pay scale for their instructors (no tax money involved).

The Food Services Director reported that there has been an increase in lunches sold, a continuation of the fresh foods program in the cafeterias (using local produce plus items from the high school gardens), expansion of the healthy snacks program and our agreement with CATA to provide lunches for their students. A board member raised the issue of joining a buying co-op to cut down on expenses. The

director indicated that he had looked into that several years ago and found there was no guarantee of brands or delivery dates. In case things have changed, he will investigate this once again.

A question was raised concerning the apparent death of the Wellness Committee since Mrs. Verville has left the district. There are plans to re-organize this committee (which is legally required) under the leadership of Principal Gray from Garrison School. The Business Manager will be looking for volunteers for this committee.

The Special Ed Director came before the board with a proposal to discuss membership with the Strafford Learning Center giving us a 15% discount on services. This might make it more economical than our own program. This was approved by the board.

The Superintendent asked for board approval to establish planning committees for a study of the needs of both Garrison School (which needs up-dating of the core of the building) and the high school (which needs total rehab including the CTC Center). She is asking for 10 to 12 people (including staff and the public) to come together and determine what these schools need to operate effectively for the next 50 years. Contact the SAU office if you are interested.

The meeting was adjourned.

To: Dover City Council

From: Dorothea Hooper

Re: School Board Report 2

The Dover School Board met in Special Session on November 28, 2011. The only topic to be discussed was a proposed contract with the Provider Bus Company. This company transports special education students in the district.

A variety of questions came up:

1. Monitors on the buses --- wanted to know why there could not be monitors for all children not just special cases not just those who had an IEP.
2. There should be a paper trail which would require parents to submit their complaints in writing (determined the board could not force parents to do this and often the complaints or questions could be handled quickly).
3. Documentation should be routed to the Superintendent's office.
4. The length of time (90 minutes) that it could take to transport students on this route (some of the children are physically handicapped and wheel chairs have to be taken on and off).
5. Some questions were raised concerning possible liabilities.

Special Education Director, Sandy Crosson, explained that often parents called the bus company just to determine where the bus was since their child had not returned home. A simple answer is all that is needed. In addition, she keeps a log of calls that come into the district.

A representative from Provider assured the board that the contract had been thoroughly vetted by the school attorney. He also noted they keep a log of calls as does Mrs. Crosson. Any parent calling with a complaint against the company is referred to the SAU office.

After much discussion and wordsmithing, the board finally approved this contract.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2011.12.14 – 167**
Resolution Re: **Authorization for the Purchase of a Conservation Easement by the City of Dover Conservation Commission**

Whereas: Subject to approval of the Dover City Council, the City of Dover has a purchase and sales agreement with Kathryn P. Forbes and Anne F. Parks for the purchase of a conservation easement on one parcel and a portion of another parcel, totaling approximately 58 acres on Long Hill Road, known as Tax Map A, Lots 37 and 18M; and

Whereas: The purchase price for the conservation easement is \$275,000, which will be appropriated from Conservation Fund; and

Whereas: RSA 36-A:4 authorizes the Conservation Commission to use funds from the Conservation Fund to acquire, in the name of the City, by purchase the fee simple or lesser interest in land within the boundaries of the municipality, subject to the approval of the City Council.

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

- A. The Dover City Manager and the Dover Conservation Commission are authorized to purchase a conservation easement from Kathryn P. Forbes and Anne F. Parks for \$275,000, on behalf of the City of Dover. City funds in the amount of \$275,000 are appropriated to purchase development rights in the name of the City of Dover for a property known as Tax Map A, Lot 37 (approximately 55 acres) and an approximately three acre portion of property known as Tax Map A, Lot 18M.
- B. The Conservation Commission is also authorized to expend additional funds from the Conservation Fund to pay for recording fees, easement monitoring fees, surveys, title research, title policy and legal work to accomplish the acquisition of the conservation easement on the property. The total amount of these fees shall not exceed \$15,000.
- C. The Dover City Manager is authorized to sign all closing documents pertaining to the above-described transfers.

Account	Description	Appropriation	Balance	Charge
3290.1.180.46100.4710.00000.00.000.000.700	Development Rights	N/A	\$741,018.00	\$275,000.00
3290.1.180.46100.4710.00000.00.000.000.700	Closing Costs	N/A	\$741,018.00	\$15,000.00
			Total	\$290,000.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director Sponsored by: Mayor Dean Trefethen
By request

Approved for Legal Compliance: Allan B. Krans, Sr., General Legal Counsel

Recorded by: Karen Lavertu, City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2011.12.14 – 167**
Resolution Re: **Authorization for the Purchase of a Conservation Easement by the City of Dover Conservation Commission**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2011.12.14 – 167**
Resolution Re: **Authorization for the Purchase of a Conservation Easement by the City of Dover Conservation Commission**

BACKGROUND MATERIAL:

The City has a purchase and sale agreement to purchase a conservation easement on one parcel and a portion of another parcel, totaling approximately 58 acres (P&S attached). The parcels are located off of Long Hill Road and are owned by Kathryn Forbes and Anne Parks. The parcels are known as Map A, Lots 37 and 18M on the Dover tax maps. The City has an agreement to purchase a conservation easement on the property for the cost of \$275,000. This expenditure would have no impact on taxpayers. The Conservation Fund is funded by the Land Use Penalty Tax paid by landowner's that develop land that had been in the Current Use Program.

The Dover Conservation Commission held a public hearing on October 24, 2011 (see abutter letter and map attached) in accordance with RSA 36-A:5 and voted unanimously to authorize the expenditure of \$275,000, plus closing costs from the Conservation Fund. The Open Lands Committee has voted to support the expenditure and recommend that the City Council approve the purchase. As of November 21, 2011, the Conservation Fund had a balance of \$741,018.

The property to be preserved is accessed via the driveway that serves 195 Long Hill Road. As part of the "Ecological Inventory of the Cochecho River Watershed and the Follet's Brook Watershed" (December 2004), this property was identified as being part of the Blackwater Brook Focus Area. The focus area includes intact forested land that helps to maintain water quality and wildlife habitat. The property is an officially designed "Tree Farm" and contains a mixture of hardwoods and softwoods that have been harvested periodically. Wildlife observed on the property includes deer, turkey, moose, fox, raccoon, grouse, coyote, mink and numerous wild birds. The property is also within the Secondary Groundwater Protection District for the Cotton Well.

The purchase price is supported by an August 23, 2011 appraisal performed by Vern J. Gardner, Jr., Certified General Appraiser, of Horizon Associates. This appraiser was hired by the City to prepare the appraisal to meet the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal determined the value of the development rights to be \$275,000.

PURCHASE AND SALE AGREEMENT

This agreement is made by and between **Kathryn Forbes** of 215 Longhill Road, Dover, New Hampshire and **Anne Parks** of 104 South Hassel Street, Hillsborough, North Carolina ("Seller"), and the **CITY OF DOVER, NEW HAMPSHIRE**, a municipal corporation with a principal mailing address of 288 Central Avenue, Dover, Strafford County, New Hampshire, its successors and/or assigns (collectively, "Buyer").

Explanatory Statement

Seller is the owner of approximately 63.7 acres of land located on Longhill Road in the City of Dover, Strafford County, State of New Hampshire, identified on Dover Assessor's Map A, Lots 37 and 18M (the "Dover Property"), as shown on the sketch plan attached hereto as Exhibit A. Seller is willing to sell and convey, and Buyer desires to purchase, a Conservation Easement over approximately 58 acres (the "Easement Parcel") of the Dover Property.

NOW, THEREFORE, in consideration of the parties' mutual promises to each other, as more specifically set forth below, the consideration of which all parties deem adequate, the parties agree as follows:

1. Seller agrees to sell and convey, and Buyer agrees to purchase, a Conservation Easement (the "Easement") over the Easement Parcel, being the property Seller acquired by deed of Kathryn P. Forbes, Successor Trustee of the Florence Evans Parks Living Trust dated March 23, 2011, recorded in Strafford County Registry of Deeds at Book 3915, Page 949. The Easement to be granted by Seller to Buyer will be **substantially in the form of Exhibit B attached hereto**.

2. The selling/purchase price for the Easement is **Two Hundred Seventy-Five Thousand Dollars (\$275,000.00)**, payable at closing, by bank cashier's check, closing attorney's trust account check or bank draft acceptable to Seller.

3. Upon signing this agreement, Seller will cause the Dover Property to be surveyed by a land surveyor licensed in the State of New Hampshire. The survey shall depict the area of the Easement on a plan that is suitable for recording at the Strafford County Registry of Deeds.

4. This agreement is contingent upon Buyer obtaining necessary municipal authorizations to approve and conduct this Easement Purchase and Sale. Buyer shall make best efforts to conduct a Special Meeting of the Conservation Commission in October of 2011, and to present this agreement for approval by the Dover City Council at a regular November or December, 2011 meeting. **THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL OF THE DOVER CITY COUNCIL.**

5. Buyer intends to search the title to the Dover Property and shall assume all costs thereof, including any premiums for title insurance Buyer desires to procure. If upon such examination of title, it is found that title is not marketable, Seller shall have a reasonable opportunity to cure such marketability defect. If Seller fails to cure the defect and title cannot be made marketable for purposes of closing, this Agreement may be rescinded at Buyer's option, or Buyer may choose to proceed with closing upon such terms as the parties may agree.

6. The parties will use best efforts to close on or about January 11, 2012.

7. The parties agree that there shall be no real estate tax proration at closing. The parties acknowledge that the Dover Property is subject to Current Use Taxation by the City of Dover; however, no Land Use Change Tax is contemplated as a result of this transaction. The parties further acknowledge that the intended Easement conveyance (to a municipality) is exempt from New Hampshire transfer tax.

8. Seller agrees to continue to cooperate in any grant(s) the Buyer wishes to pursue with respect to the Easement Parcel. This provision shall survive closing.

9. The parties acknowledge that no brokers or realtors participated in this transaction as representatives of either party, and that their transaction shall be concluded without the payment of any real estate commissions. Should any broker or realtor claim a commission as a result of this transaction, the party said broker and/or realtor claims to represent shall indemnify and hold harmless the other party from any claim to commission.

10. This contract shall be controlled by and interpreted in accord with the laws of the State of New Hampshire.

11. This agreement shall be binding upon the heirs, executors, administrators and assigns, and successors in interest to both parties. All representations, statements and agreements previously made between the parties are merged in this agreement, which alone fully and completely expresses their present intent and respective obligations, until such time as actual conveyance documents are created, in which case, said documents shall control. This agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not included in this agreement, made by the other or on his/her behalf.

IN WITNESS WHEREOF, the parties have signed duplicate originals of this Purchase and Sale Agreement on the dated below written.

Donna Mary Reed
Witness

Kathryn Forbes
Kathryn Forbes

Virginia C. Stymecier
Witness

Anne Parks
Anne Parks

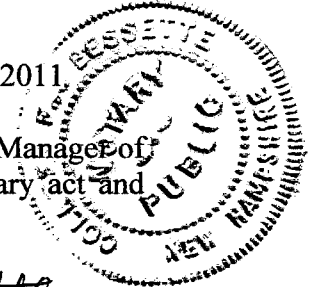
Colleen E. Besette
Witness

THE CITY OF DOVER, NH
By: J. Michael Joyal
J. Michael Joyal
City Manager, Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

11/25, 2011

Personally appeared the above-named J. Michael Joyal, duly authorized City Manager of the City of Dover, NH, and acknowledged the foregoing instrument as his voluntary act and deed. Before me,



Colleen E. Besette
Notary Public

My Commission Expires:

COLLEEN E. A. BESSETTE, Notary Public
My Commission Expires October 22, 2013



**CITY OF DOVER, NEW HAMPSHIRE
CONSERVATION COMMISSION
288 Central Avenue
Dover, NH 03820**

Date: October 11, 2011
To: Property Owners Abutting the Kathryn Forbes & Anne Parks Properties on Longhill Road
From: Bill Hunt, Conservation Commission Chair
RE: Invitation to Attend October 24, 2011 Public Hearing

The Dover Conservation Commission will hold a **Public Hearing at 5:30 PM on Monday, October 24, 2011, in the First Floor Conference Room of Dover City Hall**, for the purpose of receiving public input on a proposal to utilize the Conservation Fund to purchase a conservation easement on one parcel and a portion of another parcel, totaling 58 acres. The parcels are located off of Longhill Road and are owned by Kathryn Forbes and Anne Parks. The parcels are known as Map A, Lots 37 and 18M on the Dover tax maps. As an abutter to the property, you are invited to attend the public hearing.

The City has an agreement to purchase a conservation easement on the property for the cost of \$275,000. If the Conservation Commission approves the expenditure, the funding request will be sent to the Dover City Council for approval.

The property to be preserved is accessed via the driveway that serves 195 Longhill Road. As part of the "Ecological Inventory of the Cochecho River Watershed and the Follet's Brook Watershed" (December, 2004), this property was identified as being part of the Blackwater Brook Focus Area. The focus area includes intact forested land that helps to maintain water quality and wildlife habitat. The property is an officially designated "Tree Farm" and contains a mixture of hardwoods and softwoods that have been harvested periodically. Wildlife observed on the property includes deer, turkey, moose, fox, raccoon, grouse, coyote, mink and numerous wild birds. The property is also within the Secondary Groundwater Protection District for the Cotton Well.

For additional information, please contact Steve Bird, City Planner at 516-6008 or via e-mail at s.bird@dover.nh.gov.

Attachment – Map of Forbes/Park properties and neighboring parcels





CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2011.12.14 – 168**
Resolution Re: **School Bus Contract**

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		

BACKGROUND:

The Dover School District has two (2) multi-year contracts for bus transportation. This contract provides transportation services for children with special needs. The contract is five (5) years.

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

I. General Terms

Section 1: Term and Other General Terms.

- 1-1. This contract is entered into as of the 18th day of November, 2011, by the Dover School District (hereinafter referred to as “Dover,” “School District,” or “District”) and The Provider Enterprises, Inc. (“Contractor”). The contract shall be for 180 days in each school year, unless shortened or extended by some action of the School Board, meaning to include each and every day of the established school year. If students are transported for less than 180 days for any reason, the annual contract price shall be reduced by the contract unit price or per diem. Similarly, in the event more than 180 days is required for any reason, the Contractor shall provide such services and the annual contract price shall be increased by the contract unit price, per diem or any part thereof. The contract shall run until July 1, 2016, unless otherwise terminated as provided for herein. If the Dover School is satisfied with the overall performance by the Contractor then the Superintendent will enter into discussions to extend the contract for an additional two (2) year term.
- 1-2. This contract hereby incorporates all the terms and conditions set forth in the Request for Proposals (RFP) for In-District Bus Services, dated March 8, 2011, and the Contractor’s bid as if specifically stated herein. Where there is a conflict between the RFP and this contract, this contract shall be construed as a modification to the RFP and this contract shall control. The Parties hereby acknowledge and agree that there is just and sufficient consideration to support any such modification. Except where specifically limited by this contract, the price shall be construed to cover all costs incurred by the Contractor to perform the work required by the contract.
- 1-3. Nothing in this contract shall preclude the Dover School District from using its own vehicles for transportation purposes. Further, the District agrees to extend to the Contractor a right of first refusal to match or beat any bid for out-of-district bus services of the Dover School District before such services are awarded to a different bus company or vendor.
- 1-4. Assignment or subletting of the Contract, or work, or assignment of money due or to become due shall not be made without the written consent of the Superintendent of Schools.
- 1-5. The Superintendent of Schools shall have the exclusive right to revise at any

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

time the number of buses and the number of routes required including increasing and decreasing the mileage of each route to suit the needs of the District. Such revisions shall be deemed an ordinary part of this contract. Additional buses and (routes) shall be added to the contract and all provisions of the contract shall apply to the additional buses and routes. Reasonable compensation for such revisions will be made in accordance with the contract.

- 1-6. The Superintendent of Schools may at his/her discretion audit the Contractor's performance at any time to determine compliance with all aspects of the contract.
- 1-7. The contract may be amended by mutual agreement of both parties.
- 1-8. The Contractor will submit with this contract, from an insurance and/or surety company licensed to do business in the State of New Hampshire, a copy of all applicable insurance certificates which shall be attached hereto as Exhibit B.

Section 2: Termination.

- 2-1. The Dover School Board reserves the right, at any time during the term of the contract, and after consultation with the contractor, to cancel the contract when the terms of the contract have been violated or the vehicles provided by the contractor are being operated in a condition or manner which imperils the safety of the passengers. The provision of the RFP relating to three written warnings prior to termination shall not be construed to prevent the District from terminating this contract, regardless of the number of prior written warnings, as provided for herein. Specifically, the three written warnings provision of the RFP is intended to apply to failure to relay parental complaints, inadequate communications, on-time pick up and drop offs problems, and other similar irregularities that, as a singular incident, would not constitute a material breach of this contract.
- 2-2. In addition to any other rights the Dover School Board shall have the right to terminate this contract upon the dissolution, termination of existence, or insolvency of the Contractor, or the assignment for the benefit of creditors, or the commencement by or against the Contractor of any proceeding in or for bankruptcy, receivership, reorganization, insolvency, or dissolution of the Contractor.
- 2-3. Upon termination of this contract, the Dover School Board may, in addition to any other rights it might have, employ another contractor to complete the terms

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

of this agreement, and hold the successful bidder herein responsible for any extra or added expense, loans, or damages suffered by the Dover School Board.

Section 3: Contractor Responsibilities, General

- 3-1. The Contractor shall be expected to make provision for spare equipment as shall be necessary to provide for the delivery of services stipulated in this contract. There should be at least one (1) spare bus available for use by the Contractor to provide services under this contract.

- 3-2. The Contractor shall ensure that drivers and monitors are properly licensed, if applicable, and shall provide any training necessary to meet existing statutes and any laws or regulations in force during the life of this contract.

- 3-3. The Contractor shall allow school buses to be operated only by trained and competent drivers who hold valid licenses for the operation of school buses in the State of New Hampshire.

- 3-4. The Contractor shall work with the SPED Office to prepare a bus transportation schedule incorporating scheduling and student pickup lists based on existing routes. The format is to remain essentially the same throughout the life of this agreement and is to be presented to the Superintendent of Schools no later than ten (10) business days after the District provides the Contractor with a list or lists of students to be transported. Final determination of schedules and routes shall be vested solely in the Superintendent. Consideration in preparing the schedule must be given to time of pickup, time of arrival at school, number of children on the bus, length of time on bus, convenience of routes to students and parents, State and federal law, and school policies. These schedules, upon completion, shall be initialed by the Parties and shall define the routes covered by this agreement. These schedules are hereby incorporated by reference. Any changes to such schedules that occur during the school year must receive prior approval of the Superintendent or designee prior to implementation.

- 3-5. During the entire term of this agreement, the Contractor shall comply in every respect with all state and federal laws, rules and regulations affecting or regulating the transportation of children, including but not limited to rules and regulations promulgated by the State District of Education and/or the NH Department of Safety.

- 3-6. The responsibility for hiring and discharging personnel with respect to the foregoing shall be that of the Contractor subject to approval of the

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

Superintendent of Schools as provided herein. It is expressly agreed that all bus drivers, monitors and the transportation coordinator referred to herein are employees of the Contractor and are not employees of the Dover School District.

- 3-7. The Contractor agrees that it shall not enter into an agreement or arrangement with any employee, person or group or organization that shall in any way interfere with the Contractor's ability to comply with this Agreement. The Contractor further agrees that the Superintendent of Schools shall have the right to demand replacement of any employee of the Contractor who in the Superintendent's opinion is not qualified or is unfit to act as a transportation coordinator, school bus driver or monitor. The demand for a replacement shall not be unreasonably invoked.
- 3-8. The Contractor shall not assign or subcontract, or in any way transfer any interest in this contract without the prior, written consent of the School Board.
- 3-9. The Contractor shall have a toll-free telephone connection through which the School District office may make immediate contact with the owner or his/her agent at any time during the regular school year. The owner or his/her agent shall be available to appear at the Contractor's expense for conferences with the School Board or its designee as reasonably necessary and as requested by the Superintendent.
- 3-10. If for any reason a bus cannot be operated on any school day, the Contractor shall provide a replacement bus satisfying the terms of these specifications without additional charge.
- 3-11. The Contractor is and shall in all events act as an independent contractor. Nothing contained herein and no action taken by a Contractor under this contract shall be construed as constituting a contract as an employee or representative of the Dover School District for any purpose whatsoever.
- 3-12. During the duration of this contract, it is anticipated that due to enrollment increases or other factors such as length of riding time, that additional bus(s) may be required. If necessary, due to enrollment increases, the Dover School Board may authorize the addition of buses to the contract. The compensation paid by the Dover School Board to the Contractor for these buses will be based upon the requirements of paragraph 1-1 above.
- 3-13. All parent complaints shall be routed directly to the District SPED Office. Any

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

parent complaints that are received by the Contractor shall be seasonably relayed to the District SPED Office and as part of the weekly quality control discussions. The Parties agree to discuss parent complaints and quality control issues on a weekly basis. Such discussions shall include, but shall not be limited to, the following: (1) timeliness of busing service; (2) efficiency; (3) student safety; (4) equipment operation, maintenance, and repair; (4) monitoring issues; (5) communications; (6) vehicle safety; (7) significant changes in traffic patterns or anticipated construction delays; (8) persistent student absences and/or tardiness; (9) inclement weather; or (10) other events or circumstances that might impair the orderly operation of the bus service or might otherwise jeopardize the safety and wellbeing of District students or staff. All issues relating to day-to-day operations including, but not limited to, student absences, bus scheduling, student needs, student eligibility/identification, drop off or pick up issues, and student misconduct should be routed immediately to the Director of Special Education or designee. Notwithstanding, The parties agree to meet on a quarterly basis to discuss the overall operation of the bus service and any other issues that might require a more comprehensive response or adjustments in service.

- 3-14. The Contractor shall provide the District with access to track the location of buses, in real time, by use of the GPS location system installed on the Contractor's buses. The Contractor agrees to take all reasonable steps to ensure that such GPS systems cannot be disabled or otherwise manipulated to provide false or misleading information. To the extent feasible, the Contractor agrees to facilitate the District's access to such GPS data through the District's onsite computer system.
- 3-15. The District, in collaboration with the Contractor, shall prepare a route book for each bus. The route book shall contain information essential for the safe and orderly utilization of bus services by students. Bus drivers shall be responsible to know the information contained in the route book and to update the route book as necessary. The route book may also specify a "check in" and "check out" procedure if deemed necessary by the District to ensure accountability as to student location, service utilization, and/or attendance.
- 3-16. The Contractor shall, from October 31st of the 2011-2012 school year through the duration of the contract, provide monitors on all buses at a total cost to the District of \$200.00 per day. The cost of the Monitors shall be billed monthly to the District. The parties agree to meet to discuss the cost of monitors in successive years not to exceed \$15.50 per hour/per monitor. Monitors shall report to the District and the Contractor : (1) any inappropriate interactions between bus drivers and students; (2) all safety concerns; (3) all accidents or injuries; (4) any parent complaints; (5) any known violations of law or rules of the District; (6) all inappropriate interactions between students; (7) any concerns over the safe or appropriate operation of the bus; and (8) any other events or circumstance that reasonably jeopardizes the safety and wellbeing of District students and/or staff. The District reserves the right to cancel, in whole or in part, the use of monitors at

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

any time or to undertake the monitoring services with District personnel or volunteers. In the event the District undertakes such monitoring services or cancels the use of the monitors, the District shall no longer be responsible for the \$200.00 per diem payment, or any portion thereof.

Section 4: Contractor Responsibilities – Vehicles

- 4-1. All vehicles used in the execution of this contract shall meet the federal standards established for the construction of School Buses; shall be equipped, maintained and operated in conformance with all applicable laws, regulations, and rules of the State of New Hampshire Department of Safety, the New Hampshire Department of Education and the New Hampshire Registry of Motor Vehicles. In addition, each vehicle is to be equipped as follows:
 - 4-1-1. All buses shall be equipped with child check mate systems with warning systems installed as manufacture specifications indicates.
 - 4-1-2. All buses will be equipped with two digital video cameras with a minimum of 100 hours of storage capacity or approved alternate of equal quality and functionality and installed in accordance with the manufacturer's instructions. The District shall be allowed to review any recordings or live feeds on such terms and at such times it deems, in its sole discretion, as appropriate or necessary. Notwithstanding, the Contractor agrees to randomly monitor all bus camera recordings at least one time per month to ensure the general safety of students, proper operation of buses and appropriate interaction between bus drivers and students. All cameras will be able to bookmark incidents and also have automatic aligning to enhance picture stability.
- 4-2. The Contractor shall keep all equipment used in the transportation of students in good mechanical order at all times to pass the State School Bus Inspection. Said buses shall be kept clean and in sanitary condition and open to examination by the District or its designee at unspecified times.
- 4-3. During the life of the contract, no vehicle older than eight (8) years shall be used.
- 4-4. The Contractor shall permit no advertisements, stickers, or posters of any kind to be attached to or displayed on any bus used for the transportation of school children.
- 4-5. No retread tires will be allowed on the front wheels of any bus. Snow tires will be required on all buses during the winter months (October 31st to April 30th).

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

- 4-6. The Contractor will provide wheel chair accessible buses as necessary to adequately serve student's needs. Securing system shall be a four point Q-strait type system or a similar system.
- 4-7. Vehicles used in the performance of this contract shall be available on thirty minutes notice to provide transportation should emergency evacuation of a school become necessary. Further, the Contractor must provide vehicles available to respond to the scene of any breakdown within a reasonable period of time after notification.
- 4-8. A regular schedule for servicing all vehicles shall be maintained and shall include but not be limited to: oil, grease, tires, battery, brakes, and all safety appliances and accessories. All contractual services, maintenances, management, operational labor, etc., shall be the responsibility of the Contractor.
- 4-9. Two-way radio communication capability is required for all vehicles used in the transportation of Dover students. All radios shall be further programmed with the private line (PL) feature or there shall be protocol established in the event that personally identifiable information must be shared remotely. A base station for the school bus radios shall be operated by the Contractor and shall be manned during the normal operating hours of the school day. The Contractor will be responsible for the provision of the above-described radios and their initial installation.
- 4-10. As soon as practicable after the bus routes have been generated at the beginning of the school year, the Contractor shall provide to the Superintendent of Schools or his/her designee, on an approved form, a listing of each vehicle to be used in fulfilling the contract for the coming school year. That listing shall include the vehicle's identification number, state registration number, vehicle model, year of manufacture and seating capacity.
- 4-11. In the event the District has reasonable concerns over the safety of any vehicle being used to transport Dover students, the School Board reserves the right, at the sole cost of the Contractor, to require the inspection, and certification of the condition of buses at any time by the state agency charged with such inspections or at any garage of the School Board's selection. The inspection may include but not be limited to brakes, tires, lights, horn, mufflers, steering gear, windshield, windows, windshield cleaner, doors, or body construction.
- 4-12. All of the vehicles in this contract must have state and federal mandated

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

equipment specifically needed for the safe transportation of students with disabilities i.e. appropriate fire protection/suppression equipment.

- 4-13. Any vehicle upon which there is installed a lap or lap shoulder belt assembly or upon which there is installed a child restraint system shall have a minimum of one handgrip style seatbelt cutter. Such belt cutter shall be located in such a position that it can be reached by the driver from a fully seated position behind the steering wheel of the bus.

Section 5: Contractor Responsibilities – Drivers & Monitors

- 5-1. The Contractor shall designate a transportation coordinator to serve as a liaison between the Contractor and the Dover School District. This person may not be a driver and he/she shall be available to the School District during all normal hours of school operation.
- 5-2. Each year of the contract on or before August 1st, the Contractor shall file for approval by the Superintendent of Schools, the name, address, and telephone number of each person who is proposed to operate or monitor a bus. Further, the same information for each newly hired driver/monitor candidate shall be submitted prior to that person entering service. No person shall be allowed to operate or monitor any vehicle used to transport any student of the District prior to being cleared by the Superintendent of Schools.
- 5-3. In compliance with State of New Hampshire law, all drivers and monitors must undergo a criminal record check including fingerprinting. Drivers must satisfy applicable drug testing requirements at the expense of Contractor.
- 5-4. In compliance with State of New Hampshire and federal regulations, drivers shall receive physical examinations (cost borne by Contractor) and documentation of the examinations shall be presented to the Superintendent of Schools prior to August 15th of each year, all at no cost to the District. If the Superintendent of Schools is not satisfied as to the medical opinion, he/she may request that a medical doctor selected by the Superintendent of Schools examine the driver in question. In such case, the District shall pay for the second physical examination.
- 5-5. The Contractor shall provide drivers trained in the operation of school buses in general and in the operation of the specific vehicles to which they are assigned. All drivers must also be trained to know the routes to which they are assigned.

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

The Contractor shall pay all expenses related to the employment of drivers for the school buses, and shall be responsible for all aspects of their employment.

The Contractor shall maintain copies of the results of all medical exams and drug tests performed and such results shall be made available to the Superintendent of Schools as reasonably necessary. Contractor agrees to obtain any consent that may be required to comply with this Contract, including without limitation this provision.

The Superintendent or designee shall be advised of change in drivers for the District's routes. The Contractor acknowledges that it is essential to the District to retain a stable work force of bus drivers and will endeavor to retain effective drivers.

- 5-6. The Contractor will submit, upon request, an ongoing plan for driver/monitor staff development specific to management of physical, mental and behavioral conditions unique to students with disabilities. Monitors, Drivers and Dispatch staff will often be provided personally identifiable student information. There is a need for these employees to be trained in confidentiality of information (FERPA) by the designee of the Supt. of Schools who will assist in this training. Further, the bus drivers shall attend such other trainings as required by the District including, but not limited to, bullying and sexual harassment.
- 5-7. The bus drivers and the bus monitors shall be responsible for maintaining order among the passengers at all times. Drivers shall report all cases of student misbehavior on buses and shall handle all disciplinary matters in strict accordance with District policy. Drivers shall report all cases of student misconduct by filling out a "bus incident" report describing the misbehavior and naming the student or students involved. The Contractor will notify the Special Education assistant or the SPED office of the student misbehavior as soon as practicable who will forward to the Superintendent.
- 5-8. Drivers shall remain in their respective buses at all times while on school property except in cases of emergency. Operators are to remain on the bus at all times when children are aboard unless properly relieved.
- 5-9. Permission of the Superintendent of Schools or his designee shall be required to carry in District designated school buses any persons other than district students, school officials, other Employees of the Contractor, teachers, or chaperons/monitors.
- 5-10. Drivers shall keep complete and accurate records as required herein. Monitors

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

shall also keep records documenting any reportable observations as set forth in paragraph 3-16 above.

- 5-11. All drivers and monitors shall be properly attired and neatly groomed at all times while operating or serving on any vehicles carrying students. This shall include clean clothing in good repair and evidence of good and generally accepted personal hygiene. No persons evidencing alcohol or drug usage shall be allowed to operate or monitor any vehicle under contract to the School District. Inappropriate language or graphics may not be worn or otherwise displayed on a persons clothing or body at any time. Drivers shall not engage in inappropriate interactions with students of a verbal, physical or sexual nature.
- 5-12. Drivers and monitors shall not smoke or carry a lighted cigar, cigarette, or pipe when operating or monitoring a bus.
- 5-13. Unless a child presents an immediate and serious risk of physical harm to the driver, monitor or other students, the bus driver shall not refuse any child, who is eligible for transportation, the right to ride the bus or to remove him/her from the bus without the prior, written approval of the Superintendent of Schools, or designee. In the event a child is removed or denied access due to a perceived threat of immediate and serious risk of physical harm, the District SPED Office shall be notified immediately.
- 5-14. All drivers must, prior to driving, be the holder of a valid certificate indicating the completion of courses of instruction in school bus safety, defensive driving, school bus emergency evacuation and the American Red Cross Community First Aid and Safety Program. Each driver shall, at the Contractor's expense, attend training courses presented by or approved by the School District regarding universal health precautions and student behavior management. Additionally, all drivers will be required to receive training in District transportation policies and procedures and student discipline.
- 5-15. The Contractor shall notify the building principal or director of the public or private program when a parent, or designee, is not available at the drop off address or when the bus route has been delayed more than 30 minutes from its ordinary drop off schedule.

Section 6: Contractor Responsibility – Insurance

- 6-1. The Contractor shall have in force for each school year not less than \$5,000,000/5,000,000 property damage and personal liability insurance, as will protect the School District and its School Board, and the successful bidder, from claims or damages because of bodily injury, including death, and for claims for

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

damages to property, that may arise out of, or result from, the successful bidder's operations under this contract. A certificate of such public liability insurance must be filed with the Superintendent of Schools prior to commencing service under the contract and prior to July 1 for each succeeding year of the contract period. Such certificate(s) shall assure that the School District and the School Board are named in the insurance policies as 'co-insureds' and shall guarantee thirty (30) days notice to the School Board of termination of the insurance.

- 6-2. The Contractor shall provide Worker's Compensation coverage for all of the Contractor's employees, and evidence of said coverage shall be filed with the Superintendent of Schools not later than thirty (30) days before each contract year begins.
- 6-3. The Contractor agrees to indemnify and hold harmless the Dover School Board, the Dover School District and all of their past, present and future school Board members, officers, agents and employees in their individual and official capacities (hereinafter individually and collectively "Indemnitees") from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (including without limitation those based on, asserting or arising out of negligence of Indemnities)(hereinafter in this paragraph referred to as "Claims"), including without limitation claims for property damage or bodily injury (including death), resulting from or arising out of the performance of this contract by the Contractor, its employees, its agents, or subcontractors. Claims to which this provision applies include, without limitation, the following: (i) Claims made or asserted by any driver, contractor, subcontractor, laborer, and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Contract; (ii) Claims made or asserted by any other person who may be injured or damaged by the performance of Contractor under this Contract; (ii) all legal costs and other expenses incurred by Indemnities in connection with any asserted claims to which this provisions applies; and (iv) legal costs and expenses incurred by Indemnities in enforcing this provision. This provision shall apply, without limitation, to all claims made by employees of the Contractor or of any supplier or subcontractor, in contractual privity with the Contractor regardless of any provisions of the applicable Workers Compensation laws, and in particular regardless of the exclusive remedy and/or employer immunity provisions of those laws, all of which are expressly waived.

Section 7: Contractor Responsibility – Business Interruption & Protection

- 7-1. If unforeseen circumstance, such as weather, causes cancellation of school and eliminates the need for transportation services, and if the Contractor is notified of such cancellation prior to the commencement of service, there shall be no payment to the Contractor for the cancelled day. The Contractor will receive payment for any school day which is scheduled to replace the school day so

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

canceled.

- 7-2. If unforeseen circumstance causes early dismissal from school or a delayed start, and if the Superintendent of Schools notifies the Contractor, the Contractor shall perform such transportation duties as may be required.
- 7-3. Failure to perform under the contract shall constitute sufficient reason for excuse from contractual liability when such failure is due to strike, public enemy, fire, earthquake, flood, or other act of God beyond the control of the Contractor or the Dover School District.
- 7-4. Repairs of vandalism experienced while transporting students or other authorized personnel under the terms of the contract shall be the financial responsibility of the Contractor. The Contractor, to the degree permitted by law, may seek damages from the parent or guardian of the child responsible for such vandalism.
- 7-5. If local or State funding is insufficient in any year due to voter disapproval of the District's operating budget or a change in the State school funding laws, the contract may be terminated at the end of the contract year without penalty to Dover School Board. In the event sufficient funding is not appropriated by local voters or by the State, the Dover School Board may terminate this contract upon the event of such non-appropriation, and upon such termination neither party shall have any further obligation to the other under the Contract.

Section 8: Contractor Responsibility - Operations

- 8-1. A representative of the Contractor will develop routes and route schedules. The District reserves the right to rearrange or adjust routes and schedules when it is in the best interest of the District or students to do so.
- 8-2. Route schedules shall be maintained in such a manner that students and parents may reasonably anticipate when pickup or drop off will occur.
- 8-3. The Contractor will provide sufficient buses on a daily basis to meet all regular bus route needs and assignments.
- 8-4. Buses will operate at all times that schools are open.
- 8-5. All vehicles shall be cleaned by sweeping or vacuum cleaning daily, and shall be maintained free of noxious odors and poisonous gases at all times. In addition

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

those vehicles, within which a possible exposure to blood borne pathogens has occurred, shall be disinfected in accordance with guidelines set out in 29 CFR Part 1910.1030 or as it may be amended from time to time.

- 8-6. The interior and exterior surfaces of all windows shall be maintained in a clean and safe condition, weather conditions permitting. Under no conditions shall vehicles be operated when the operator's vision is impaired by conditions of the glass surfaces to the point where the safety of the passengers is placed in jeopardy.
- 8-7. Windows may be opened in the vehicle when weather conditions permit.
- 8-8. The Contractor shall report complaints by students or parents of students to the Superintendent of Schools or his/her designee promptly through the bus company's designee.
- 8-9. The operator shall place the safety of student passengers above any other consideration at all times and shall not leave vehicles unattended when students are in the vehicle except for an emergency involving a radio failure and then only if the students are safer in the vehicle than in the surrounding environment.
- 8-10. In accordance with Laws of the State of New Hampshire no operator shall allow the number of passengers riding in the vehicle at any one time to exceed the number of seats, nor shall that operator drive that vehicle until each passenger is seated.
- 8-11. The operator shall complete the assigned route for that vehicle. No additions or deletions to the scheduled stops may be made without written permission of the Superintendent of Schools or his/her designee.
- 8-12. The temperature of the bus interior shall be maintained at a minimum average of fifty-five (55) degrees Fahrenheit when the vehicle is occupied.
- 8-13. There will be no smoking, eating or drinking by operators while transporting students to and from school or during any other school trips. Further, the use of profane or immoral words or language is not permitted by staff or students.
- 8-14. Only those persons authorized by the Superintendent of Schools or his/her

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

designee shall be transported by the vehicles while performing contracted work.

- 8-15. No one but the designated bus driver shall occupy the driver's seat.
- 8-16. The Contractor shall employ sufficient supervisory personnel to insure that all drivers and monitors are properly and adequately supervised at all times.
- 8-17. All drivers and monitors shall be available for up to eight (8) hours per person per school year of mandatory in service training, including without limitation sexual harassment training & bullying, to be conducted by a qualified trainer provided by the Contractor.
- 8-18. The Contractor shall immediately make a verbal report to the Superintendent of Schools or his/her designee in the event of an accident involving any vehicle actually transporting pupils at the time of the accident. The verbal notification shall be followed, in not more than twenty four (24) hours, by a written report of the accident detailing the name and addresses of the operator and each of the children on board the vehicle at the time of the accident, all of the circumstances leading up to the accident, the accident itself, the names and addresses of other parties, if any, involved in the accident, and the names and addresses of the injured, if any. In addition the Contractor shall include a copy of the official police report of the accident, when available. It is the responsibility of the Contractor to insure that the report is received in hand within the time deadline specified above using whatever means is necessary.
- 8-19.. The Contractor shall submit any information required by the District to complete New Hampshire District of Education reports or as may otherwise be required to receive reimbursement for any eligible Contractor service.
- 8-20. The Contractor shall operate school buses in such manner and at such speeds as to insure the highest degree of safety for the pupils, and shall comply with all State and local laws regarding operation.

Section 9: District Responsibilities – Payments

- 9-1. Except in the case of a disputed charge or as otherwise provided for herein, the District will process all invoices within thirty (30) days of receipt.

Section 10: Route Descriptions

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

- 10-1. In accordance with Paragraph 5.12 above, the Contractor will design all routes to complete all transportation required by this Contract. These routes shall be agreed to by the Parties. The Contractor shall supply special education transportation to and from all Dover Schools for all Dover students designated by the District. The bus routes, including numbers of pupils, destinations of pupils, pick-up and unloading points, and time of pick-up and unloading, shall be determined by the District with the advice of the Contractor. Such regular routes shall be designated on the attached Exhibit C and are hereby incorporated by reference.
- 10-2. Students will be transported according to established School Board policy. The Superintendent of Schools reserves the right to vary the above limits because of illness, physical handicaps, hazardous walking conditions, etc., by written directions to the Contractor.
- 10-3. Regular bus routes are and will be constructed with the objective that no student will be required to ride longer than thirty minutes for preschool and 60 minutes for school age students on any trip. On those buses where the District is obligated to pay on a full run per diem basis, the District shall have the authority to require the Contractor to utilize an otherwise idle bus to transport students to such locations and/or providers as they deem necessary and appropriate. The District shall have the authority to waive the maximum transit times of routes as it deems appropriate.
- 10-4. The Superintendent of Schools may add additional routes at a cost per route as outlined in this contract. Any additional routes that may be added are subject to all provisions of the contract. Further, the Superintendent may require the Contractor to meet with the parents and/or staff as circumstances may dictate with 48 hour advance notice.
- 10-5. If, as a result of revisions made by the Superintendent or decreases in enrollment, affecting the number of buses required before the start of the contract year, thirty (30) days notice shall be given to the Contractor. The reduction in the payment to the Contractor due to a reduction would be per the bus bid by the Contractor for each bus deleted.
- 10-6. The Contractor or his drivers shall not be required to travel on any road, street or way that is not officially accepted and maintained by either the State of New Hampshire, City of Dover or any surrounding communities. The Dover School Board and the Contractor shall approve exceptions to the policy.

DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES

Section 11: Medicaid

11-1 It is the responsibility of the District to maintain written evidence documenting implementation of the IEP including all special education and related services, including specialized transportation provided pursuant to New Hampshire Department of Education Regulation 1109.04(b) and 1102.04(q).

In order for the District to receive Medicaid reimbursement for costs associated with the provision of specialized transportation services provided by the Contractor, the regulatory requirements of New Hampshire Department of Health and Human Services regulation He-M1301 must be met, including costs of each vehicle, names of all students on each vehicle/route, standard daily mileage for each vehicle/route, actual dates (month, day and year) of service for each student, and trip logs.

Accordingly, the Contractor shall provide all documentation as stated above and as further required by the New Hampshire Department of Health and Human Services such that Medicaid claiming may be accomplished by the District; and will cooperate with all requests by the District or its billing agent, MSB™, regarding documentation required for Medicaid billing, including but not limited to the following:

- costs of each vehicle
- names of all students on each vehicle/route
- standard daily mileage for each vehicle/route
- actual dates (month, day and year) of services for each student
- trip logs

Section 12: Addenda

12-1. This contract incorporates the following addenda attached hereto:

- Exhibit A Profile of Employees
- Exhibit B Insurance Certificates
- Exhibit C Regular Routes

**DOVER SCHOOL DISTRICT
CONTRACT FOR SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES**

This contract is entered into the date first above mentioned by and between the Dover School District and The Provider Enterprises, Inc.

Dover School District

Charles J. Ingh
Chcbr, School Board

Jean Buggs Dodger
Superintendent

The Provider Enterprises, Inc.

W. Garrett Scholes

By: W. GARRETT SCHOLES

Its: _____

Katie M. Schales

KATIE M. SCHOLES



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R - 2011.12.14 – 169**
Resolution Re: B11052 –North End Pressure Zone Contract 1- Water
Transmission Mains Additional Scope of Service

WHEREAS: Sealed Requests for Qualifications B11052 was issued and received March 10, 2011 at 2:00 with Low bid from Defelice Corp of Dracut Ma being awarded via council approved resolution R2011.08.10-118-13B1; and

WHEREAS: Purchase order to Defelice Corporation of Dracut, MA in the base amount of \$1,249,163.00 was issued. The city now has funds available to proceed with the additional work outlined as Alternative One in the amount of \$537,546.00 making a total project cost of \$1,786,709.00; and

WHEREAS: The work includes construction of water transmission mains and road re-construction. The project is located on Long Hill Road and Central Ave (base bid), Sixth St (additive Alternate), Horne St and Roosevelt Ave (additive Alternate).

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 DeFelice Corporation of Dracut, MA given the bid amount of \$537,546 and corresponding rates provided June 30, 2011 in conjunction with B11052. The amount of this authorization shall be limited so as not to exceed available funding. FY13 CIP Appropriation subject to city council approval.

Financing

Account	Description	Appropriation	Balance
5300.1.300.43320.4757.03547.12	FY12 NEPZ Water Improvements	2,000,000.00	377,273.46
5300.1.300.43320.4757.?????.13	FY13 watermain 6th St Loop	500,000.00	500,000.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Dean Trefethen
By request

Approved for Legal Compliance: Allan B. Krans, Sr.
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R - 2011.12.14 – 169**
Resolution Re: B11052 –North End Pressure Zone Contract 1- Water
Transmission Mains Additional Scope of Service

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R - 2011.12.14 – 169**
 Resolution Re: B11052 –North End Pressure Zone Contract 1- Water
 Transmission Mains Additional Scope of Service

RESOLUTION BACKGROUND MATERIAL:

The City of Dover requested Sealed Bids for the construction of the North End Pressure Zone Contract #1 Water Transmission Mains. The work includes construction of water transmission mains and road re-construction. The project is located on Long Hill Road and Central Ave (base bid), Sixth St (additive Alternate), Horne St and Roosevelt Ave (additive Alternate).

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	155	Number of Responses:	8 Qualifications packets / 3 bids
Warranty:	na	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	For contract term	Estimated Delivery:	2011
Recommended Award to:	DeFelice Corp	Fund:	CIP
Other Approvals Required:	Yes state revolving loan fund.	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

Pricing results

	DeFelice Corp	SUR	NE Earth Mechanic
Base	1,249,163.00	1,282,850.00	1,472,889.00
Alt 1	537,546.00	608,436.00	671,084.00
Total	1,786,709.00	1,891,286.00	2,143,973.00



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2011.12.14 – 170**
Resolution Re: Acceptance of Beacon Circle

WHEREAS: Beacon Circle is ready for acceptance as a City street; and

WHEREAS: The Engineering Division has reviewed this street and determined that it meets City standards and specifications for street acceptance and has received a maintenance guarantee; and

WHEREAS: Beacon Circle was dedicated by the developer by the filing and recording of an approved subdivision plan recorded in the Strafford County Registry of deeds.

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

Beacon Circle is accepted as a City Street according to the metes and bounds description.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Dean Trefethen By Request
Approved for Legal Compliance:	Allan B. Krans, Sr. General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2011.12.14 – 170**
Resolution Re: Acceptance of Beacon Circle

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

A street is created as an official public way in one of 4 ways as follows:

- Highway layout
- Prescription
- Dedication and acceptance
- Deed

Creation of this street as an official highway by dedication and acceptance will be accomplished with this resolution. The vast majority of highways in the modern age are created by dedication and acceptance.

The process is a two-step process. The most common act of dedication is the filing and recording of an approved subdivision plan. The second and final step is a formal vote of acceptance by the City Council.

The City of Dover maintains and provides services for city streets. Only streets meeting city specification are accepted.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2011.12.14 – 171**
Resolution Re: **Requesting Support From the Congressional Delegation and the Governor of the State of New Hampshire for the Continuation of Dover as a Stop on the Amtrak Downeaster Route**

- WHEREAS: Since the return of passenger rail service to Dover on December 14, 2001, the date of its inaugural run, the Amtrak Downeaster has provided an important service to Dover by allowing citizens to use the train as an alternative means of transportation in place of the private automobile as well as bringing visitors to the community and thereby enhancing its economic sustainability; and
- WHEREAS: Passenger rail service in general, and Amtrak's Downeaster service in particular, encourages economic development at a rate which is higher than other modes of transportation; and
- WHEREAS: A modern national passenger train system is an essential element of a truly balanced transportation plan, relieving congestion on our highways and in the air, lowering pollution levels, and increasing travel safety; and
- WHEREAS: Modes of transportation systems may require governmental financial support; and
- WHEREAS: Some proposals now before Congress would substantially reduce funding for Amtrak generally and eliminate all funding for State-supported Amtrak service, including the Downeaster; and
- WHEREAS: The Downeaster can only operate with continued federal financial support, not only of that service, but of Amtrak's national passenger rail system; and
- WHEREAS: Continued federal funding of Amtrak at levels which are at least as high as those currently in place is essential to ensure the continued existence of the Downeaster service and to protect investments which have been made, and continue to be made, in that service;
- WHEREAS: Dover strongly supports the efforts of Trainriders Northeast and others to ensure continued support of passenger rail systems throughout the United States and opposes a decrease in federal funding support for Amtrak or efforts by some in Congress to offer amendments that might adversely impact Amtrak and ultimately Amtrak's Downeaster service.

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

The Dover City Council requests support from the Congressional delegation and the Governor of New Hampshire for the continuation of Dover as a stop on the Downeaster route and, if reasonably possible, expansion of passenger rail service to this municipality and surrounding regions.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R – 2011.12.14 – 172**
Resolution Re: **Codification of City Ordinances**

WHEREAS: The Charter of the City of Dover requires codification of the ordinances of the City of Dover at least once every ten (10) years; and

WHEREAS: The City Clerk has compiled the ordinances of the City of Dover in bound volumes containing the current ordinances.

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

The Dover City Council acknowledges the codification of the ordinances of the City of Dover pursuant to, and in compliance with, the provisions of Dover Charter C3-10 by the placement in each volume of the signatures of each Councilor, the City Clerk and the affixation of the City seal.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Dean Trefethen By request
Approved for Legal Compliance:	Allan B. Krans, Sr. General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

DOCUMENT HISTORY:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R – 2011.12.14 – 172**
Resolution Re: **Codification of City Ordinances**

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

Dover City Charter provision C3-10 requires the members of the City Council to acknowledge the codification of the ordinances of the City of Dover at least once every ten (10) years and to affix their signatures along with the signature of the City Clerk and the application of the City seal.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R – 2011.12.14 – 173**
Resolution Re: **Set Effective Dates of Charter Amendments**

WHEREAS: At the election on November 8, 2011, voters approved two (2) charter amendments regarding property tax levy limits and redistricting of the voting wards in the City of Dover; and

WHEREAS: The New Hampshire Presidential primary has recently been set by the Secretary of State for January 10, 2012; and

WHEREAS: A delay in the implementation of the Redistricting Charter amendment to allow voters to vote in the same wards used for the November 8, 2011 election would avoid confusion on the part of voters and allow a thorough educational campaign to advise voters of the impact of the new redistricting regarding where voters should vote.

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

The effective dates of the Charter amendments shall be as follows:

- A. The Redistricting charter amendment shall be effective on June 1, 2012.
- B. The Limitation on Property Tax Levy charter amendment shall be effective on January 1, 2012.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Dean Tretethen By request
Approved for Legal Compliance:	Allan B. Krans, Sr. General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R – 2011.12.14 – 173**
Resolution Re: **Set Effective Dates of Charter Amendments**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor, Karen Weston, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

State law provides that the effective date for charter amendments approved by the voters shall be the first day of the next succeeding municipal year. The first day of the next succeeding municipal year is July 1, 2012, which is the first day of the fiscal year of the City of Dover. State law also provides for the municipal officers to select an earlier date. *RSA 49-B:6; Dover Charter C11-11; Dover Charter C11-14.*



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2011.12.14 – 15**
Ordinance Title: **Smith Well Parking Restriction**
Chapter: Chapter 166, Vehicles and Traffic

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 166, entitled “Vehicles and Traffic” by restricting parking on one side of a segment of Smith Well Road.

2. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by revising Section 166-56 SCHEDULE I: “No Parking at Any Time” as follows:

THE FOLLOWING IS ADDED:

STREET:

SMITH WELL ROAD

LOCATION:

WESTERLY SIDE, FROM GLENWOOD AVENUE TO BARRY STREET

3. TAKES EFFECT

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

REQUIRES A PUBLIC HEARING

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Karen Weston Deputy Mayor
Approved for Legal Compliance:	Allan B. Krans, Sr. General Legal Counsel		Gina Cruikshank Ward 6 Councilor
Recorded by:	Karen Lavertu City Clerk		

DOCUMENT HISTORY:

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



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2011.12.14 – 15**
Ordinance Title: **Smith Well Parking Restriction**
Chapter: Chapter 166, Vehicles and Traffic

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Dean Trefethen		
Deputy Mayor Karen Weston		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Dennis Ciotti, At Large		
Total Votes:		
Resolution does does not pass.		

ORDINANCE BACKGROUND MATERIAL:

This ordinance revision was recommended by the Transportation Advisory Commission at its November 28, 2011 meeting as a public safety concern. Several residents of Smith Well Road and Barry Street participated in the discussion, or provided comment directly to city staff and were overwhelmingly supportive of this restriction.

This parking restriction would govern a 150' stretch of Smith Well Road – one side only of the short stretch from Barry Street to Glenwood Avenue. Parked cars along this stretch make it difficult for motorists exiting Barry Street to have a clear view of approaching traffic and make it hazardous especially during winter when two cars encounter each other from opposite directions.

If adopted, this restriction can be adequately posted with signs mounted on an existing utility pole on the westerly side of Barry Street.

1
Fran Costa

14 Phillip St
Dover NH 0382

To whom it may concern:

Could you pass this letter onto whate-
ever Dept. my 3 requests need to go

#1 I need to get an absentee ballot. I asked
at the polling place & they said I have to
go to City Hall. I can't go anywhere.

My husband had to carry me in & out of
the car to vote & he's having bad ~~bad~~
trouble with his knees. We can't afford
a specially equipped car & he has to carry me
to the Prop every 3 wks for urinals. Can't
it be done by mail or can't someone come here?

#2 We can no longer afford our home. This
Tax will wipe us out. Once again I need
papers sent to the house. We're now on Soc Sec
& he had to ~~retire~~ retire to care for me. No pensions
anywhere.

#3 Could you put this letter on to City Council.
Someone has to wake up. This city is dying.
The bus on ea side of one is empty.
I couldn't believe the empty businesses
& all the city care about is buying
up parking meters - putting more of the
downtown into a dead zone. Why?

rate is absurd, plus you get
 taxes on phone, ~~water bills~~ UTILITIES
 And when money comes into the
 city - it's gone. Not to pay off but
 continue to "grow" in a dying
 a ~~comm~~ COMMUNITY

I'm sorry I can't write well anymore,
 but I'm pleading for you to pass this
 on to the 3 places I need to get to

Thank you for any ~~help~~ help you
 can offer. We are in a sinking situation
 SITUATION.

Thanks again for any help you can
 offer

Janente

I've been unable to drink the
 water for 20 years

From: Brian Stern [mailto:brian@sternlawoffice.com]
Sent: Tuesday, December 06, 2011 11:49 AM
To: City Council - All
Cc: Joyal, Michael
Subject: Inquiry Through the Website

Dear Mr. Mayor, City Council members, and Mr. Joyal.

Thank you for the opportunity to address you as group through the City website. This is an excellent function you have incorporated into the website. Unfortunately I cannot attend the City Council meeting this Wednesday concerning the CIP. Please read this letter into the record.

I have a number of concerns with the 6 year CIP. Namely, I object to the projected expenditures on the public schools-\$40,000,000.00, police station -\$11,600,000.00, parking garage - \$10,000,000.00 and Maglaras field -\$1,000,000.00. Given that the CIP is only for planning purposes and does not lock in the expenditure, I will limit this written comment to the planned expenditure for year 2013.

The CIP includes \$1,900,000.00 for renovation to the High School auditorium. As an audience member, I find the auditorium completely adequate. Every other resident I mentioned this to agrees it sounds like a ridiculous expenditure. Allow me to make light of this, it sounds more like an expenditure for Carnegie Hall than Dover High School. Renovation to the level proposed is a pipe dream, not a reality given today's financial climate and other school costs of higher priority.

The current level of taxes in the City is already too high. Most residents are struggling to pay their taxes. An expenditure of this magnitude, for a luxury item, is based on speculation that your taxpayers' ability to pay taxes will be better in the future. That is not a prediction you are in a position to make. The dire economic climate may continue for years. You should not look at retiring some debt and replacing it with another. The desirable goal should be to reduce City debt, not just keeping taxes from going up.

Thank you for considering my comments on this matter.

Sincerely yours,

Brian Stern
Tolend Rd.