



**CITY OF DOVER**

## CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**  
Meeting Location: **City Hall, Council Chambers**  
Meeting Date: **Wednesday, September 10, 2014**  
Meeting Time: **7:00 pm**

- 1. CALL TO ORDER**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL ATTENDANCE**
- 5. PROCLAMATIONS/AWARDS**
  - A. DOVER 9-YEAR-OLD CAL RIPKEN ALL STAR BASEBALL TEAM**
- 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. August 27, 2014 – Regular Meeting**
- 11. MAYOR’S REPORT**
- 12. UNFINISHED BUSINESS**
  - A. ORDINANCES IN THE 2<sup>nd</sup> READING – None**
  - B. ORDINANCES IN THE 3<sup>rd</sup> READING – None**
  - C. RESOLUTIONS – None**



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### 13. NEW BUSINESS

#### A. CONSENT CALENDAR

1. **RAFFLE – Amy’s Treat**
2. **RAFFLE – Farmington Parks & Recreation**
3. **RAFFLE – St. Thomas’ Episcopal Church**
4. **ROAD RACE – Dover High School Unified**
5. **ROAD TOLL – Muscular Dystrophy Association of N.H. & Dover Fire**
6. **TAG – Seacoast Titans Football and Cheer**

#### COMMITTEE REPORTS

- |  |   |
|--|---|
| 1. School Board                        | 9. Legislative Liaison  |
| 2. Planning Board                      | 10. Pool Advisory Committee                                       |
| 3. Appointments Committee              | 11. Parking Commission  |
| 4. Recreation Advisory Board           | 12. Ordinance Committee   |
| 5. McConnell Center Advisory Committee | 13. Police and Parking Facility Building Committee                |
| 6. Arts Commission                     | 14. Joint Building Committee – Dover High School and Regional CTC |
| 7. Solid Waste Advisory Commission     |   |
| 8. Transportation Advisory Commission  |   |

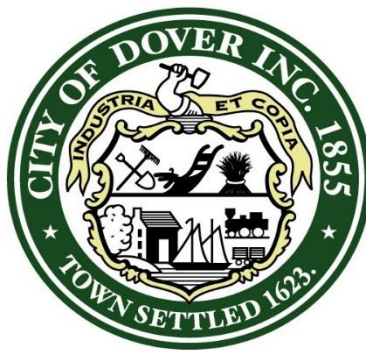
#### B. RESOLUTIONS

1. **ADDITIONAL SCOPE OF WORK FOR DREDGE CELL CLOSURE, GEOINSIGHT INC.**  
SPONSORED BY MAYOR WESTON BY REQUEST
2. **UNH COCHECO AND UPPER PISCATAQUA RIVER SAMPLING PROJECT**  
SPONSORED BY MAYOR WESTON BY REQUEST
3. **NEW HAMPSHIRE MUNICIPAL ASSOCIATION LEGISLATIVE POLICY CONFERENCE**  
SPONSORED BY COUNCILOR GARRISON

#### C. ORDINANCES IN 1ST READING

1. **CHAPTER 131 – OFFENSES**  
**(TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 24, 2014)**  
SPONSORED BY MAYOR WESTON BY REQUEST

14. **COUNCIL CORRESPONDENCE – None**
15. **COUNCIL MATTERS OF INTEREST**
16. **ADJOURNMENT**



## **PROCLAMATION**

- WHEREAS:** The Dover 9 year old Cal Ripken All Star Baseball Team, a group of 12 outstanding and motivated young baseball players, displayed hard work and determination, dedication, and a huge commitment to excel during the 2014 baseball season; and
- WHEREAS:** Members of the 2014 team include #00 Colin Chrissom, #1 Matt Proulx, #3 Josh Gagne, #4 Cody Dubois, #5 Andy Parker, #6 Matt Smith, #7 Jackson Carroll, #9 Brady McDonough, #10 Brendan Chrissom, #12 Wade Thomas, #34 Teddy Lipinski, and #42 Ty Carpenter; and
- WHEREAS:** The Dover 9's were championed by the first rate coaching staff and leadership of Mr. Barry Smith, Manager, Mr. Don Proulx and Mr. Brendan Chrissom, Assistant Coaches, and Mr. Tom Dimon, Scorekeeper; and
- WHEREAS:** The Dover 9's first accomplishment of the season was to capture the Kittredge Tournament Championship Title in Rochester, NH on June 29, 2014 where the team went undefeated; and
- WHEREAS:** The Dover 9's next challenge was playing in the Areas Competition in Londonderry, NH where they earned the runner-up title in this event on July 10, 2014, qualifying them to advance to the State Competition; and
- WHEREAS:** The Dover 9's, always encouraged and inspired by their coaches, went on to win the Cal Ripken New Hampshire State Championship in Rochester, NH on July 24, 2014, once again, undefeated in this tournament; and
- WHEREAS:** The Dover 9's continued to perform in a highly competitive and enthusiastic manner and made Dover history when they became the first Dover Cal Ripken All Star Team to win the New England Regional Championship in Hudson, MA on August 8, 2014; and
- WHEREAS:** The Dover 9's parents, families, sponsors, volunteers, and the entire community provided exceptional support to the team all along the way, always cheering them on; and
- WHEREAS:** The Dover 9's have established a reputation amongst the local, state, and regional baseball circuit of being an incredibly talented group of young athletes with good sportsmanship and teamwork who have brought great pride and honor to the city of Dover; and

**NOW, THEREFORE, the Mayor, City Council, and all Dover Citizens, recognize the Dover 9's Baseball Team and Coaches for their outstanding accomplishments.**

**IN WITNESS WHEREOF,** I have here unto set my hand and caused the Seal of the City of Dover to be affixed this 10<sup>th</sup> day of September, 2014.

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**Karen Weston, Mayor, City of Dover**



# THE CITY MANAGER'S REPORT

*September 10, 2014*

*Month Reporting on: August 2014*

*"Being defeated is often a temporary condition.  
Giving up is what makes it permanent."*

*– Marilyn vos Savant*

**J. Michael Joyal, Jr.**  
**City Manager**

# Legal Department

by **Anthony Blenkinsop**

The Office of General Legal Counsel provides legal support to the City Council, City Manager, city staff and volunteers on boards, commissions and committees of the City of Dover to assist efforts in providing services to our constituents and/or customers. In addition, legal support is also provided to the Dover School Board, Superintendent of Schools and school staff.

## Right to Know Requests, pursuant to RSA 91-A:

- California – Dance Hall, Food Establishment & Arcade License Agreements/Fees
- Durham – (2) Agenda Materials
- Londonderry – Current Waste & Recycling Collection Contract
- Nokesville, VA – Intra-agency Financial Accounting

## Assistance to City departments and/or offices:

**City Council:** Drafting/review of resolutions and ordinances; Posting of city property; Waterfront project

**City Manager:** Review of documents for signature; 91-A requests

**Executive:** Audio recording of nonpublic sessions

**Community Services:** Closure of Dover Landing Dredge; McConnell Center sublease, McConnell Center repair of elevator shaft

**Finance:** Recycling question; New vendor

**Police:** Parking spaces MOA

**Planning:** Acknowledgement of Land Use Laws; Waterline easement; Marker License Agreement

**Recreation:** Lease Agreement

## Conservation Commission:

Conservation easement

- ◆ Hebbard v. City of Dover: Received Court Order dismissing case; Filed Objection to Motion for Reconsideration; Received Court Order denying Motion for Reconsideration
- ◆ Human v. Carrier: Filed additional discovery response and Partial Motion to Dismiss Due to Lack of Standing; Motion to Compel Responses to Interrogatories; Notice of Supplemental/Additional Authority
- ◆ Clay v. City of Dover: Filed Answer to Amended Petition
- ◆ Clay v. School Board: Received Court Order denying Motion to Reconsider

## Review of Legal Support Services:

The use of outside counsel to handle specialty matters continues and consists of environmental matters and labor negotiations. There are a small number of attorneys hired on a variety of smaller matters.

	For Month	FY15	FY14	FY13
<b>Legal Matters/ Questions Handled</b>	15	34	251	302
<b>Document Creation/Review</b>	9	26	175	145
<b>Right to Know Requests Processed</b>	5	12	78	43
<b>Resolutions</b>	1	7	48	31
<b>Ordinances</b>	3	5	14	14

# Economic Development

by Dan Barufaldi

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**S**ummary: Recent business performance reports exhibit significant variation both across and within sectors, but signal slow economic growth overall. The retail sector reports either small declines except for the recent back-to-school rush or modest increases overall. Tourism enjoyed strong growth during the month. Manufacturers reported mixed results. Consultants report moderate to strong growth. Commercial real estate reports are mixed across locations and sectors. Versus year ago sales, single family home sales were down in units, but median home price increases raised dollar sales over the previous period. Pricing in the manufacturing sector remains stable while prices in the consulting services area are beginning to rise to accommodate rising wages and benefits costs. Local advanced manufacturing firms continue to create jobs while most other sectors are not hiring. Most contacts are cautiously optimistic about near term growth prospects. Dover's unemployment rate remains at 3.8%.

**S**electd Business Services: Demand for analysis, consulting, and advertising are up across the board as most perceive the economy to be in modest resurgence. Larger firms serving major corporations are doing well, are hiring, and are profitable. Smaller firms are feeling squeezed by price hike resistance and rising wage and benefits costs. Regional software and information technology services

report stronger-than-anticipated business activity, with year-over-year revenue growth in the 5% - 20% range. Those involved with payment and banking software are experiencing double digit growth as smaller banks rush to gain operating efficiencies to remain cost competitive with the larger banks. Strong demand for technology services in most sectors is fueling the trend.

Wages remain steady with merit increases in the low single digit range. Selling prices and capital and technology spending are largely unchanged. The outlook in these services is for cautious optimism with one eye on the stability of the global economy and the weakening Chinese economy.

**C**ommercial Real Estate: Commercial real estate activity was unchanged over the month regionally with sustained strength in the Boston and Portland markets. There is some indication that some of the high end apartments and office space newly built in Boston are experiencing some resistance to achieving their occupancy goals at the rental prices hoped for. Demand locally has remained positive with a few local projects coming to fruition. Land sales continue to have momentum locally. Investment demand for commercial real estate remains strong. Leasing fundamentals maintained a very slow pace of improvement in recent weeks, consistent with minimal-to-slow employment growth. A small amount of speculative office construction as part of mixed use building is now being done. The lending environment remains highly favorable to borrowers, with historically low, slowly rising interest rates and increasingly looser standards. Abundant investment capital continues to flow into commercial properties across the Seacoast, sourced from private equity firms, pension funds, foreign investors, REITS and high net worth individuals. Leverage ratios are on the rise among

some investors, but remain low in absolute terms. Local multi-family and mixed use construction remains at a very healthy pace with local inventory in this category rising rapidly. The outlook remains cautiously optimistic across the region. Forecasts call for more slow improvement in fundamentals moving forward, pending steady (if slow) employment growth. Fiscal policy and uncertainty around the business and employment effects of the ACA and Medicaid expansion costs are producing uncertainty at both the state and federal levels and this is mentioned by some as a down side risk to employment growth that produces improvement in leasing and construction activity.

**R**esidential Real Estate: The Region and Dover experienced a downturn for unit sales of single family houses and condo's at the end of 2013. NH experienced a decline in sales. Scarce inventory is the most likely culprit in the NH decline in this category, but uncertainty about new qualified mortgage rules and an anticipated huge increase in flood insurance premiums are also probable factors in making potential buyers cautious about making buy offers. Median sale prices in NH and in Dover increased again in the period. Pending sales strongly suggest the market for single family houses and condo's is off to a good start in 2014. While Dover sales look good going forward, it is clear that winter weather and inventory constraints in Q1 depressed near-term sales.

**M**anufacturing & Related Services Manufacturers are reporting strong sales overall. A few local manufacturers are reporting lower sales than the same period a year ago due to a falloff in export sales. A local publisher reports a falloff in sales due to the shift to digital media advertising over the last decade. Exporters to both Europe and China are concerned with the macro-

economics they're seeing in both markets. The recent upheaval in Iraq and Syria, Ukraine and Russia and the energy effects it will cause in world-wide markets and economies is a growing uncertainty and concern. The Chinese housing bubble and economic slowdown are often mentioned.

Firms reporting on inventory levels are split with half citing flat inventory levels and half citing higher levels. Most state the higher levels are due to more new product introductions and are not concerned about current inventory levels. Most contacts in the manufacturing sector indicate that both staffing levels and wage growth remain modest except for select scarce high demand skill sets. Some major capital spending projects are underway and some about to be announced. Three manufacturing buildings in Enterprise Park are available or about to be available. A number of projects are currently underway or about to be underway during this building season. Outlook for the balance of the year remains positive.

Price pressures remain moderate except for rare metals sourced in Russia and most recently energy prices. Regional manufacturers are guardedly optimistic.

**R**etail & Tourism: Retail contacts report an 8% - 10% increase year-over-year with some local retailers doing that same range in decline. Weather is often blamed, but most think rising fuel, energy, and food costs are leaving little discretionary income for wants rather than needs. Some report that consumers remain cautious while others say consumers seem more confident, particularly about big ticket items paid for with interest free payment plans over extended periods. Depending on the sector, business in retail is described from "challenging" to "steady" to "improving".

Hotel revenues are up smartly locally and doing well all over the Boston region. Regional restaurants are doing well with the local restaurant scene seeing some doing exceedingly well and a few struggling with outmoded business models and older facilities in the face of new more competitive arrivals. Our two downtown restaurants that suffered the sewer backup during the recent rain storm are still closed and are severely hurt financially by the incident. City Staff is pursuing every possible assistance mode to help them weather this setback and survive. Local museum attendance has improved as the weather warmed up and new and innovative and creative programs were offered.

**S**taffing Services: Business conditions in this industry sector have improved in the last month due to the improvement in seasonal weather and the advent of hiring for outdoor occupations in construction, landscaping and recreation. With the exception of a decline in the healthcare sector, hiring strengthened during August.

Bill and pay rates have largely held steady. The outlook in the sector is optimistic and it is anticipated that modest growth will continue through the next few months.

\* NOTE: Non-local content contains excerpts from the Federal Reserve Beige Book-Boston.

# Total Permits Issued: July 2014

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
14-198	COLONIAL NORTH PROPERTIE	58	OLD ROCHESTER ROAD	CONST. GATEHOUSE GROUND SHACK	C	40	22	10000	125
14-209	BARISH	34	DOVER POINT ROAD	SUITE 100, PATTY B'S	C	K	19B	25000	275
14-211	SACO RIVER CELLULAR	304	LONG HILL ROAD	REMOV. & REPLACE TELE. COMM. ANT	C	A	128	48000	505
14-207	RIPARIA @ 100 FIRST STREET,	100	FIRST STREET	FOUNDATION ONLY FOR MIXED USE	C, R	6	3	130000	1325
14-193	JEWETT COMMERCIALPARK,	32	CROSBY ROAD	UNIT 5, TALL SHIP DISTILLERY	I	G	31-3	23000	255
14/216	DAVIS	29	POLLY ANN TRAILER PARK	CONST. A ROOF ADDITION OVER EXISTI	R	M	47-C	1000	35
14-003	CHANGING PLACES, LLC	3	TERESA DRIVE	CONST. SFD WITH ATT. GARAGE	R	K	19-1-1	195000	1975
14-004	CHANGING PLACES, LLC	5	TERESA DRIVE	NEW CONST. SFD W/ATT. GARAGE	R	K	19-1-2	195000	1975
14-006	CHANGING PLACES, LLC	9	TERESA DRIVE	NEW CONST. SFD WITH ATT. GARAGE	R	K	19-1-4	195000	1975
14-008	CHANGING PLACES, LLC	17	TERESA DRIVE	NEW CONST. SFD WITH ATT. GARAGE	R	K	19-1-6	195000	1975
14-010	CHANGING PLACES, LLC	16	TERESA DRIVE	NEW CONST. SFD WITH ATT. GARAGE	R	K	19-1-8	195000	1975
14-070	HERON BAY PARTNERS	1	CIELO DRIVE	INSTALL FIRE SEPARATION ON BASEME	R	H	4-1	4000	65
14-098	SMITH	1	ARBOR DRIVE	CONST. A REAR 1-STORY W/DECK ADDI	R	I	74R	58000	605
14-147	HERON BAY PARTNERS	37	CIELO DRIVE	NEW CONST. SFD WITH ATT. GARAGE	R	H	4-37	130000	1325
14-148	HERON BAY PARTNERS, LLC	39	CIELO DRIVE	NEW CONST. SFD WITH ATT. GARAGE	R	H	4-39	130000	1325
14-149	HERON BAY PARTNERS	45	CIELO DRIVE	NEW CONST. SFD WITH ATT. GARAGE	R	H	4-45	130000	1325
14-167	MERONE	19	HARLANS WAY	PARTIAL BASEMENT FINISH FOR ADDIT	R	I	50-12	32000	345
14-183	ROUX	11	SANDY LANE	RMV & RPLCE/CONST. A REAR LANDIN	R	A	52D	1000	35
14-184	245 CENTRAL AVENUE REAL	245	CENTRAL AVENUE	RENO./REMODEL A MULTI-FAMILY DW	R	23	24	150000	1525
14-187	76 CENTRAL, LLC	76	CENTRAL AVENUE	RENO./RMDL A TWO-FAMILY DWELLIN	R	15	76	80000	825
14-194	HURLEY	28	MELODY TERRACE	EXPAND REAR DECK AND CONST. A 3 S	R	G	24J-3	19300	225
14-195	PLANTE	92	LONG HILL ROAD	CONST. A SFD WITH GARAGE UNDER	R	A	53G-1	232000	2345

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
14-196	DRESSER	5	MEADOW LANE	CONST. A DETACHED GARAGE	R	G	7E	6600	95
14-197	SUNSHINE	43	FOREST STREET	DEMO & RMV. A SHED & CONST. A 2-ST	R	24	81	38700	415
14-199	DRISCOLL	4	TOWLE AVENUE	REPAIR/RENO. THE FRONT FARMERS P	R	12	155	12500	150
14-200	WALKER	4	REVOLUTION DRIVE	CONST. A 3-SEASON RM ON AN EXISTIN	R	K	21	17000	195
14-201	SORENSEN	4	SHADY LANE	SIDE DECK ADDITION	R	I	78E	8000	125
14-202	GOLDFINE	46	PICARD LANE	CONST. A SFD WITH ATT. GARAGE	R	A	19-9	180000	1825
14-203	PIZZA	33	HUBBARD ROAD	REMOV. & RPLCE/CONST. A REAR DEC	R	K	14-28-	12000	145
14-205	DIENGOTT	35	RUTLAND STREET	CONVERT. A REAR SCREEN PORCH TO	R	12	140	5500	85
14-206	MICHAEL TOWLE	71	BACK RIVER ROAD	CONST/INSTALL A MODULAR SFD W/AT	R	I	54D	223300	2265
14-208	STEWART	17	DEAN DRIVE	REPLACE 2 LEVEL REAR DECK ADDITIO	R	F	12D-1	12700	155
14-212	STF DEVELOPMENT	16	LIKA DRIVE	NEW CONST. SFD WITH ATT. GARAGE	R	E	42-2	238000	2405
14-215	NOEL	16A	BELLAMY ROAD	CONST. A REAR DECK ADDITION	R	14	3A	3700	65
14-219	TREADWELL	6	GINA WAY	REPLACE REAR DECK ADDITION	R	G	12A	5000	75
14-220	WEEKS	84	REDDEN STREET	CONST. A STORAGE SHED	R	29	55	3500	60
14-221	WESTON	68	PORTLAND AVENUE	RENOV./RMDL 1ST FLR OF 2-SEASON PO	R	24	64	8000	105
14-222	TOLEND ROAD PROPERTIES	37	SANDRAS RUN	CONST. A SFD W/ATT. GARAGE	R	G	24J-3	140000	1425
14-224	EDWARDS	30	PLEASANT VALLEY ROAD	RENO./REMODEL THE BATHROOM	R	I	22	6000	85
14-225	SMART	500	SIXTH STREET	CONST./INSTALL A BEAUTY/HAIR SALO	R	B	1D	5600	85
14-228	KEMP	34	PEARL STREET	REMOVE & REPLACE FRONT STAIRWAY	R	27	154	3000	55
14-230	THE LEINSING TRUST	77	SPUR ROAD	CONST. A DETACHED GARAGE	R	L	15D	40000	425
14-236	HOWARD	45	BELLAMY ROAD	CONST. A REAR DECK ADDITION	R	H	42A	14000	165

**Permit #   Owner's Last Name   Street #   Street   Description   Type   Map Lot   Construction Value   Fee**

*Total Permits Issued:*      43

*Total Construction Value:*      \$3,161,400.00

*Total Fees Collected:*      \$32,745.00

<b>Type of Permits Issued</b>		<b>Certificate of Occupancy's</b>		
Commercial	2	Change of Use	0	
Commercial Renovations	3	Commercial	1	
Convert 1 to 2 Fmly Dwlg	0	Convert 1 to 2 Fmly Dwlg	0	
Two Family Dwelling	0	Two Family Dwelling	0	
Multi-Family Dwelling Units	24	Industrial	0	
Industrial	0	Renovations	2	
Industrial Renovations	0	Manufactured Dwlg	0	
Manufactured Dwelling	1	Multi-Family Dwelling Units	24	
Single Family Dwelling	12	Single Family Dwellings	5	
Renovations Dwelling Unit	24	Accessory Dwelling Unit	0	
Demo. of a Dwelling Unit	0			
Accessory Dwelling Unit	0			
		<b>Total</b>	<b>32</b>	

**PLANNING BOARD APPROVED PROJECTS**

NAME	STREET NAME		Total Units	Units Built*	Units left	DATE OF PB SIGNATURE	DATE OF PB APPROVAL	SCRD DATE	PLANNING FILE #	MAP	LOT	EXPIRATION DATE	SCHOOL	Students**
Code	H = Homes	A = Apts.	C = Condos											
<b>Multi-Family:</b>														
First Street @ Garrison	First Street	A	32	0	32	6/12/2014	2/25/2014	Site	P14-03	6	3	6/12/2019	H	3.52
First Rate Realty	Silver/Central	A	16	16	0	9/24/2013	6/25/2013	Site	P13-20	12	28	9/24/2018	W	1.76
Field and Foster	Central Ave	A	18	18	0	2/11/2014	11/12/2013	2/13/2014	P13-60	3	42	2/11/2019	H	1.98
Cochecho Falls Mills	Central Ave	A	120	74	46	12/20/2011	11/28/2011	Site	P11-60	3	3	12/20/2015	H	13.2
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	Clancy Drive	C	12	12	0	1/9/2014	10/22/2013	Site	P13-37	1	12	1/9/2019	G	1.92
New Meadows Inc	Knox Marsh Rd	A	120	72	48	9/27/2005	9/27/2005	Site	P04-04	H	35C	9/27/2009	W	13.2
<b>Total: Multi-family</b>			<b>334</b>	<b>192</b>	<b>142</b>									<b>15</b>
<b>Subdivisions:</b>														
Kelly Brook Meadows	Old Stage Road	H	9	0	9	4/29/2014	3/25/2014	5/9/2014	P14-01	G	36	4/29/2019	W	3.33
Foster's Way	Dover Point Rd	H	5	0	5		12/17/2013		P13-49	L	89-1		G	1.85
Kemen	Sixth St	H	1	0	1	4/29/2014	8/27/2013	5/1/2014	P13-43	B	1D	4/29/2019	H	0.37
Child's Subdivision	Childs Dr	H	20	6	14	4/9/2013	3/28/2013	3/29/2013	P12-20	N	8A-1	3/28/2018	H	7.4
Fresian Drive	Arch St	H	11	2	9	7/30/2013	10/23/2012	8/1/2013	P12-28	11	16	7/30/2018	W	4.07
Tidewater Farm	Winterberry Dr	H	7	6	1	6/16/2011	4/26/2011	6/20/2011	P10-51	N	8	6/16/2016	H	2.59
Labrador Woods	Labrador Dr	H	9	6	3	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	7	3	7/30/2009	3/24/2009	8/4/2009	P09-03	I	94C	7/30/2013	G	3.7
Harbor Hills	Shore Rd	H	16	10	6	8/10/2010	3/23/2010	8/11/2010	P07-39	L	89G	8/10/2014	G	5.92
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	3.33
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	4	6	7/19/2007	4/10/2007	7/25/2007	P06-54	M	96A	7/19/2011	G	3.7
Pacific Landing	Pacific/Nye	H	15	14	1	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	36	36	10/5/2006	7/14/2005	11/2/2006	P03-36	G	24	10/5/2010	W	26.64
StoneCroft	Carriage Hill Ln	H	11	9	2	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	Lennon/Cardinal	H	10	8	2	5/10/2005	1/11/2005	5/17/2005	P04-54	E	35	5/10/2009	W	3.7
Emerald Woods I & II	Emerald Ln	H	25	20	5	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	15	3	7/28/2005	4/12/2005	8/1/2005	P05-13	B	18	7/28/2011	H	6.66
<b>Total: Single Family</b>			<b>269</b>	<b>172</b>	<b>97</b>									<b>100</b>
<b>TOTAL APPROVED UNITS</b>			<b>603</b>	<b>364</b>	<b>239</b>									<b>115</b>
<b>Elderly:</b>														
The Village at Thornwood	Jacqueline Dr/Sonia Dr	H	62	55	7	7/2/2008	3/13/2007		P06-55	M	4	7/2/2011	G	
Arbor Woods	Cielo Dr	H	63	36	27	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W	
<b>Total: Elderly</b>			<b>125</b>	<b>91</b>	<b>34</b>									
<b>APPROVED + ELDERLY</b>			<b>728</b>	<b>455</b>	<b>273</b>									<b>115</b>

\* Built or permit issued and unit under construction

\*\* Students are estimated based upon Impact Fee multipliers. THERE IS NO GUARANTEE TO THESE NUMBERS  
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08-2014  
Purchase Orders

DAC	PO Date	PO No.	Vendor Name	Amount
Recreation	8/11/2014	201501319	DAVIS MECHANICAL SERVICES, INC.	\$5,499.71
City Finance Office	8/5/2014	201501122	PUBLIC SERVICE CO OF NH-CITY	\$5,655.33
Fire and Rescue	8/12/2014	201501477	STATE OF NH-DOT	\$5,810.94
City Finance Office	8/5/2014	201501121	PUBLIC SERVICE CO OF NH-CITY	\$6,098.72
Recreation	8/12/2014	201501476	FILLION ASSOCIATES	\$6,360.00
Community Services Department	8/5/2014	201501112	GEOSPHERE ENVIRONMENTAL MANAGEMENT, INC.	\$6,600.00
Executive	8/28/2014	201501953	HINCKLEY, ALLEN & SNYDER LLP	\$6,674.57
Executive	8/28/2014	201501952	HINCKLEY, ALLEN & SNYDER LLP	\$7,099.36
Police	8/13/2014	201501492	STATE OF NH-DOT	\$7,351.18
City Finance Office	8/19/2014	201501675	PUBLIC SERVICE CO OF NH-CITY	\$7,405.39
City Finance Office	8/7/2014	201501246	BAYRING COMMUNICATIONS	\$9,454.88
Executive	8/28/2014	201501955	ICMA	\$9,695.00
Recreation	8/7/2014	201501252	MIDDLETON BUILDING SUPPLY INC	\$9,834.08
Executive	8/28/2014	201501949	CCMSI	\$10,305.21
Community Services Department	8/12/2014	201501415	STATE OF NH-DOT	\$10,321.49
City Clerk Tax Collection	8/5/2014	201501186	INTERWARE DEVELOPMENT CO INC	\$10,439.65
City Finance Office	8/5/2014	201501123	PUBLIC SERVICE CO OF NH-CITY	\$11,623.15
Executive	8/5/2014	201501189	SHEEHAN, PHINNEY, BASS & GREEN	\$15,552.00
Community Services Department	8/5/2014	201501190	TRI-STATE SEALCOATING & PAVING, INC.	\$16,278.00
Community Services Department	8/5/2014	201501187	JP TOWLE CONSTRUCTION CORP	\$17,435.00
Recreation	8/4/2014	201500963	CAPITAL CONTRACTORS, INC.	\$22,137.30
Executive	8/28/2014	201501958	STATE OF NH-DEPT OF LABOR	\$23,340.54
Executive	8/28/2014	201501948	CCMSI	\$25,666.05
City Finance Office	8/5/2014	201501120	PUBLIC SERVICE CO OF NH-CITY	\$29,431.59
Community Services Department	8/18/2014	201501544	C.N. WOOD CO., INC.	\$53,166.94
Community Services Department	8/20/2014	201501724	CMA ENGINEERS, INC.	\$85,000.00
Community Services Department	8/5/2014	201501191	PESCHEL CONSULTING, LLC	\$99,389.14
Community Services Department	8/28/2014	201501966	RESOURCE MANAGEMENT INC	\$210,000.00
Community Services Department	8/7/2014	201501253	PINARD WASTE SYSTEMS, INC.	\$303,750.00
Community Services Department	8/7/2014	201501255	PINARD WASTE SYSTEMS, INC.	\$350,500.00
Community Services Department	8/7/2014	201501254	PINARD WASTE SYSTEMS, INC.	\$407,000.00
Community Services Department	8/20/2014	201501725	AMERICAN EXCAVATION CORP.	\$1,433,521.50

# City of Dover

## Revenues of Major Funds August 31, 2014

(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>
<b>REVENUES</b>								
1000 General Fund								
Taxes	\$ 70,764,796	\$ 911,564	\$ 2,012,836	3.0%	\$ 68,751,960	\$ -	\$ 68,751,960	(97.2)%
Licenses & Permits	4,879,480	453,725	907,085	19.0	3,972,395	-	3,972,395	81.4
Intergovernmental	2,096,652	122	152,872	7.0	1,943,780	-	1,943,780	92.7
Charges for Services	3,239,483	148,914	300,813	9.0	2,938,671	-	2,938,671	90.7
Miscellaneous Revenue	663,625	26,181	72,793	11.0	590,832	-	590,832	89.0
Education	12,615,798	270,433	281,714	2.0	12,334,084	(208)	12,334,293	97.8
Operating Transfers In	350,553	-	-	0.0	350,553	-	350,553	100.0
Sub-total : 1000 General Fund	\$ 94,610,387	\$ 1,810,938	\$ 3,728,112	4.0%	\$ 90,882,275	\$ (208)	\$ 90,882,484	96.1%
3213 Parking Activity Fund								
Licenses & Permits	\$ 96,120	\$ 3,920	\$ 15,030	16.0%	\$ 81,090	\$ -	\$ 81,090	84.4%
Parking Income	371,408	28,444	73,865	20.0%	297,543	-	297,543	80.1%
Parking Fines	160,408	8,784	20,041	12.0%	140,367	-	140,367	87.5%
Other Financing Sources	0	-	-	0.0	0	-	0	0.0
Sub-total : 3213 Parking Activity Fund	\$ 627,936	\$ 41,148	\$ 108,936	17.0%	\$ 519,000	\$ -	\$ 519,000	82.7%
3320 Residential Solid Waste Fund								
Intergovernmental	\$ 9,556	\$ -	\$ -	0.0%	\$ 9,556	\$ -	\$ 9,556	100.0%
Charges for Services	930,000	55,220	147,316	16.0%	782,684	-	782,684	84.2%
Other Financing Sources	52,557	-	-	0.0	52,557	-	52,557	100.0
Sub-total : 3320 Residential Solid Waste	\$ 992,113	\$ 55,220	\$ 147,316	15.0%	\$ 844,797	\$ -	\$ 844,797	85.2%
3381 McConnell Center Fund								
Miscellaneous Revenue	\$ 670,081	\$ 54,742	\$ 109,484	16.0%	\$ 560,597	\$ -	\$ 560,597	83.7%
Operating Transfers In	138,069	10,292	20,584	15.0	117,485	-	117,485	85.1
Sub-total : 3381 McConnell Center	\$ 808,150	\$ 65,034	\$ 130,068	16.0%	\$ 678,082	\$ -	\$ 678,082	83.9%
3410 Recreation Special Revenue Fund								
Charges for Services	\$ 366,855	\$ 27,694	\$ 70,658	19.0%	\$ 296,197	\$ -	\$ 296,197	80.7%
Miscellaneous Revenue	15,500	120	240	0.0	15,260	-	15,260	98.5
Operating Transfers In	15,500	-	-	0.0	15,500	-	15,500	100.0
Other Financing Sources	87,421	-	-	0.0	87,421	-	87,421	100.0
Sub-total : 3410 Recreation Special Revenue Fund	\$ 485,276	\$ 27,814	\$ 70,898	15.0%	\$ 414,378	\$ -	\$ 414,378	85.4%
5300 Water Fund								
Charges for Services	\$ 4,782,457	\$ 473,753	\$ 657,749	14.0%	\$ 4,124,708	\$ -	\$ 4,124,708	86.2%
Miscellaneous Revenue	70,500	12,226	16,648	24.0	53,852	-	53,852	76.4
Sub-total : 5300 Water Fund	\$ 4,852,957	\$ 485,979	\$ 674,397	14.0%	\$ 4,178,560	\$ -	\$ 4,178,560	86.1%
5320 Sewer Fund								
Intergovernmental	\$ 5,688	\$ -	\$ -	0.0%	\$ 5,688	\$ -	\$ 5,688	100.0%
Charges for Services	6,153,201	496,094	723,095	12.0	5,430,106	-	5,430,106	88.2
Miscellaneous Revenue	59,414	8,486	18,688	31.0	40,726	-	40,726	68.5
Other Financing Sources	942,687	-	-	0.0	942,687	-	942,687	100.0
Sub-total : 5320 Sewer Fund	\$ 7,160,990	\$ 504,581	\$ 741,783	10.0%	\$ 6,419,206	\$ -	\$ 6,419,206	89.6%
6100 Dovernet Fund								
Charges for Services	\$ 544,113	\$ 96,692	\$ 119,864	22.0%	\$ 424,249	\$ -	\$ 424,249	78.0%
Miscellaneous Revenue	25,000	-	-	0.0	25,000	-	25,000	100.0
Operating Transfers In	-	-	-	0.0	0	-	0	#DIV/0!
Other Financing Sources	75,289	-	-	0.0	75,289	-	75,289	100.0
Sub-total : 6100 Dovernet Fund	\$ 644,402	\$ 96,692	\$ 119,864	19.0%	\$ 524,538	\$ -	\$ 524,538	81.4%

# City of Dover

## Revenues of Major Funds August 31, 2014

(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								
Total : REVENUES	\$ 110,182,211	\$ 3,087,406	\$ 5,721,374	5.0%	\$ 104,460,837	\$ (208)	\$ 104,461,045	94.8%

# City of Dover

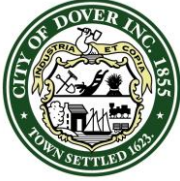
## Expenditures of Major Funds August 31, 2014 (General Fund Includes County, School and Debt Service)

	<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>
<b>EXPENDITURES</b>								
1000 General Fund								
City Council	\$ 372,192	\$ 17,116	\$ 32,099	9.0%	\$ 340,093	\$ 23,984	\$ 316,109	84.9%
Executive	810,105	46,986	117,946	15.0	692,159	349,412	342,746	42.3
Finance	1,632,713	115,415	275,681	17.0	1,357,032	797,498	559,534	34.3
Planning	512,334	37,454	79,957	16.0	432,377	256,755	175,622	34.3
Misc General Government	922,975	38,643	67,195	7.0	855,780	125,968	729,812	79.1
Police	7,420,749	600,100	1,241,642	17.0	6,179,107	3,760,470	2,418,637	32.6
Fire & Rescue	7,502,246	602,202	1,304,743	17.0	6,197,503	3,297,623	2,899,880	38.7
Community Service Public Works	6,036,576	337,855	592,806	10.0	5,443,770	2,622,715	2,821,056	46.7
Recreation	2,073,584	166,760	323,026	16.0	1,750,558	433,069	1,317,489	63.5
Public Library	1,109,966	86,718	164,213	15.0	945,753	625,502	320,251	28.9
Public Welfare	843,870	60,752	112,674	13.0	731,196	139,958	591,238	70.1
Debt Service	10,118,839	-	2,500	0.0	10,116,339	-	10,116,339	100.0
Other Financing Sources/Uses	3,006,318	-	119,143	4.0	2,887,175	-	2,887,175	96.0
School	44,236,755	3,053,559	3,489,647	8.0	40,747,108	36,009,506	4,737,602	10.7
Intergovernmental	7,980,468	-	-	0.0	7,980,468	-	7,980,468	100.0
Sub-total : 1000 General Fund	\$ 94,579,690	\$ 5,163,562	\$ 7,923,272	8.4%	\$ 86,656,418	\$ 48,442,459	\$ 38,213,958	40.4%
3213 Parking Activity Fund								
Police	\$ 627,936	\$ 24,302	\$ 50,838	8.0%	\$ 577,098	\$ 179,209	\$ 397,889	63.4%
Sub-total : 3213 Parking Activity Fund	\$ 627,936	\$ 24,302	\$ 50,838	8.1%	\$ 577,098	\$ 179,209	\$ 397,889	63.4%
3320 Residential Solid Waste Fund								
Community Service Public Works	\$ 1,097,856	\$ 61,252	\$ 81,063	7.0%	\$ 1,016,793	\$ 726,354	\$ 290,439	26.5%
Sub-total : 3320 Residential Solid Waste Fund	\$ 1,097,856	\$ 61,252	\$ 81,063	7.4%	\$ 1,016,793	\$ 726,354	\$ 290,439	26.5%
3381 McConnell Center Fund								
Recreation	\$ 808,150	\$ 36,345	\$ 47,496	6.0%	\$ 760,654	\$ 62,285	\$ 698,369	86.4%
Sub-total : 3381 McConnell Center Fund	\$ 808,150	\$ 36,345	\$ 47,496	5.9%	\$ 760,654	\$ 62,285	\$ 698,369	86.4%
3410 Recreation Special Revenue Fund								
Recreation	\$ 485,276	\$ 46,019	\$ 102,558	21.0%	\$ 382,718	\$ 64,499	\$ 318,219	65.6%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 485,276	\$ 46,019	\$ 102,558	21.1%	\$ 382,718	\$ 64,499	\$ 318,219	65.6%
5300 Water Fund								
Community Service Public Works	\$ 4,870,339	\$ 304,091	\$ 612,679	13.0%	\$ 4,257,660	\$ 675,353	\$ 3,582,307	73.6%
Sub-total : 5300 Water Fund	\$ 4,870,339	\$ 304,091	\$ 612,679	12.6%	\$ 4,257,660	\$ 675,353	\$ 3,582,307	73.6%
5320 Sewer Fund								
Community Service Public Works	\$ 7,252,711	\$ 442,658	\$ 903,067	12.0%	\$ 6,349,644	\$ 1,257,936	\$ 5,091,708	70.2%
Sub-total : 5320 Sewer Fund	\$ 7,252,711	\$ 442,658	\$ 903,067	12.5%	\$ 6,349,644	\$ 1,257,936	\$ 5,091,708	70.2%
6100 Dovernet Fund								
Other Financing Sources/Uses	\$ 656,958	\$ 42,175	\$ 83,545	13.0%	\$ 573,412	\$ 211,741	\$ 361,671	55.1%
Sub-total : 6100 Dovernet Fund	\$ 656,958	\$ 42,175	\$ 83,545	12.7%	\$ 573,412	\$ 211,741	\$ 361,671	55.1%
<b>Total : EXPENDITURES</b>	<b>\$ 110,378,915</b>	<b>\$ 6,120,405</b>	<b>\$ 9,804,518</b>	<b>8.9%</b>	<b>\$ 100,574,397</b>	<b>\$ 51,619,837</b>	<b>\$ 48,954,560</b>	<b>44.4%</b>

# City of Dover

**Arena - General Fund  
Revenue & Expenditure Report**  
(Including Arena Debt Service attributed to the General Fund)  
**August 31, 2014**

	<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>
<b>Revenue</b>	1,294,907	55,109	100,771	7.8	1,194,136	0	1,194,136	92.2
<b>Expenditures</b>	948,232	70,597	127,966	13.5	820,266	173,382	646,884	68.2
<b>Debt Service</b>								
<b>Principal</b>	265,063	0	0	-	265,063	0	265,063	100.0
<b>Interest</b>	70,759	0	2,500	3.5	68,259	0	68,259	96.5
	<b>10,853</b>	<b>(15,488)</b>	<b>(29,694)</b>	<b>(273.6)</b>	<b>40,547</b>	<b>(173,382)</b>	<b>213,930</b>	<b>1,971.2</b>



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, August 27, 2014**  
Meeting Time: **7:00 pm**

### 1. CALL TO ORDER

### 2. MOMENT OF SILENCE

### 3. PLEDGE OF ALLEGIANCE

Councilor McManus led the Pledge of Allegiance.

### 4. ROLL CALL ATTENDANCE

**Present:** Mayor Weston, Deputy Mayor Carrier, Councilor Cheney, Councilor Gagnon, Councilor Garrison, Councilor Hooper, Councilor McManus, Councilor O'Connor, and Councilor Thibodeaux.

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

### 5. PROCLAMATIONS/AWARDS – None

### 6. APPROVAL OF AGENDA

Councilor Hooper moved to add the School Board Report.

Deputy Mayor Carrier moved to add the Appointments Committee Report, and three oral reports regarding the Dover City Lights, Dover Main Street, and the McConnell Center Advisory Committee. He moved to add the City Manager's Evaluation Report under 10.C.Minutes. He moved to add as Correspondence letters from Councilor McManus and Kevin Sullivan.

Deputy Mayor Carrier moved to approve the agenda as amended; seconded by Councilor Garrison.

Vote: 9/0.

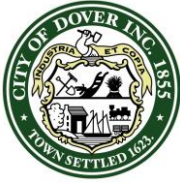
### 7. PUBLIC HEARINGS

#### A. CHAPTER 166: VEHICLES AND TRAFFIC – FIRST STREET SPONSORED BY MAYOR WESTON BY REQUEST

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

#### B. CHAPTER 166: VEHICLES AND TRAFFIC – SECOND STREET SPONSORED BY MAYOR WESTON BY REQUEST

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



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, August 27, 2014**  
Meeting Time: **7:00 pm**

### **C. CHAPTER 166: VEHICLES AND TRAFFIC – FIFTH STREET STOP SIGNS SPONSORED BY MAYOR WESTON BY REQUEST**

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

### **D. AMENDMENT OF FISCAL YEAR 2015 FEE SCHEDULE TO ESTABLISH PARKING METER RATES FOR RIVER STREET (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL) SPONSORED BY MAYOR WESTON BY REQUEST**

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

### **E. GREEN HILL ROAD CONVERTED FROM CLASS VI ROAD TO CLASS A TRAIL SPONSORED BY MAYOR WESTON BY REQUEST**

**Mary Hebbard, 97 Spruce Lane:** She spoke against the Ordinance change. She said the City needed the cooperation with Madbury and Barrington. She urged the Council to vote against this Ordinance change.

**Richard Hebbard, 97 Spruce Lane:** He spoke against the Ordinance change. He said it was creating more control over the public. He urged the Council to vote against this Ordinance change.

**Donald Medbery, 3 Covered Bridge Lane:** He spoke against the Ordinance change. He supported Mrs. Hebbard's comments.

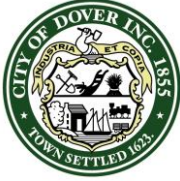
Mayor Weston, seeing no one else wishing to speak, closed the Public Hearing.

## **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.*

**Goodwin Valentine, Locust Street, Member of Non-Toxic Group of Dover, NH:** She read a statement to the Council regarding pesticide use.

**Donald Medbery, 3 Covered Bridge Lane:** He spoke about the LGC and asked how much money the City received. He said the City needed the money and not credits for future coverage. He spoke against the City Hall being closed on Fridays. He spoke about the "chummy" deals and no bidding process for the paving of Tolend Road. He spoke about the City Manager's raise, and said his benefits package totals over \$200,000. He said he will be submitting a 91-A request to view the whole package.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, August 27, 2014**  
Meeting Time: **7:00 pm**

**Mary Hebbard, 97 Spruce Lane:** She complained about Foster's Daily Democrat article regarding the August 13<sup>th</sup> City Council meeting. She said all the quotes attributed to her husband were not true. She also spoke about the three officers who were called to the meeting, and said it was an extreme overreaction to the situation.

**Richard Hebbard, 97 Spruce Lane:** He said he spoke from his heart at the last meeting. He said he didn't like what was going on in his community. He said the police don't have a clue to what's going to happen if refugees come to the City. He said he doesn't understand how it all works. He asked that the Mayor start every meeting with a prayer. He said he doesn't know what is coming, but he would be willing to lay down his life for the City.

**Peter Schmidt, Fourth Street:** He spoke about the refugee issue. He said Dover is already congested and said he wouldn't welcome 3,000 people. He said he was distressed with comments made at the last meeting that were completely out of line. He read the Statue of Liberty plaque and asked Dover to adhere to it.

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

### 9. CITY MANAGER'S REPORT

City Manager Joyal gave an overview of the activities at the pools. He said work has started on Silver Street. He said September 20, 2014 is Household Hazardous waste disposal day. He invited two gentlemen, Jonathan Kipp and David Witham from Primex to speak to the Council regarding the City new coverage.

Mr. Kipp gave an overview of the new liability coverage to the Council. He recognized the City for adopting the ten areas of Prime designation, which helps the City manage their loss potential.

Mr. Witham gave an overview of the recognition and presented the plaque to the Mayor.

City Manager Joyal recognized Alison Webb, Colleen Bessette, and Ann Legere for their work on this project.

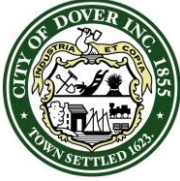
Mayor Weston also thanked the staff for helping the City get this program.

Deputy Mayor Carrier asked how to help Kelly's Row and Blue Latitudes with the damages incurred by the flooding caused by storm water backup.

City Manager Joyal said the City is helping them recover.

Councilor Cheney asked the City Manager to clarify the Tolend Road project and the money saved.

City Manager Joyal extended the project to complete Watson Road because it was believed the price that was locked in was the best price and a substantial savings to stay with the same contractor.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, August 27, 2014**  
Meeting Time: **7:00 pm**

Councilor Cheney asked about the funds due from LGC and when the City will receive its share. City Manager Joyal said they have received their rebates. Councilor Cheney asked if the City is going to receive any more funds. City Manager Joyal said the City has received all the funds due, and employees have received rebates.

Councilor McManus asked about property damage caused to an abutter's property by the construction on Silver Street. City Manager Joyal said the City is withholding occupancy permits until repairs are complete.

Deputy Mayor Carrier moved to accept the City Manager's Report; seconded by Councilor Thibodeaux.  
Vote: 9/0.

### 10. APPROVAL OF MINUTES

#### A. August 13, 2014 – Regular Meeting

Councilor Thibodeaux said the person to present the Energy Commission Report was Energy Commission member Walter King, and not Tim Corwin.

Councilor Cheney asked the votes be split up for each meeting.

Deputy Mayor Carrier moved to approve the Minutes as amended; seconded by Councilor Thibodeaux.  
Vote: 9/0.

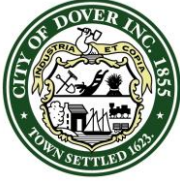
#### B. August 13, 2014 – Non-Public Session (meeting reconvened and concluded on August 20, 2014)

Deputy Mayor Carrier moved to approve the Minutes; seconded by Councilor Thibodeaux. Councilor Cheney said there was a lot missing in the Minutes and she would not vote for them.  
Vote: 8/1: Passed. Councilor Cheney was opposed.

City Manager Joyal recommended that they include 10.C. with the 10.B. minutes.

#### C. City Manager's Evaluation

Deputy Mayor Carrier moved to include the City Manager's Evaluation with the minutes of 10.B.; seconded by Councilor Thibodeaux.  
Vote: 8/1; Passed. Councilor Cheney was opposed.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, August 27, 2014**  
Meeting Time: **7:00 pm**

### 11. MAYOR'S REPORT

Mayor Weston said she has not heard from ORIS (Organization for Refugee and Immigration Success) or other resettlement group. She said she has spoken with the School Superintendent about the impact to the schools. She met with Jack Buckley and Alan Krans about workforce housing. She said they told her that refugees do not get any special treatment or put on the top of the list. She said Councilor Garrison resigned from the Downtown Dover TIF Advisory Board, and asked another Councilor to email her if they wish to be considered for the position. She spoke about David Bamford resignation on the Cocheco Waterfront Development Advisory Committee (CWDAC), and she recommended Jack Buckley.

Councilor O'Connor said he has a lot of questions regarding the Waterfront Development project. He also asked about federal mandates regarding the refugees.

Councilor Cheney said she felt the CWDAC committee is in limbo and would not support the appointment.

Mayor Weston said they will be having a workshop next week and one of the topics of discussion will be CWDAC. She said the appointment is just to fill an opening on the committee.

City Manager Joyal said September 3, 2014 is the City Council Workshop on the topic and September 8, 2014 CWDAC will be having a public hearing on the topic.

Deputy Mayor Carrier moved to accept the Mayor's Report; seconded by Councilor Garrison. Vote: 8/1; Passed. Councilor Cheney was opposed.

### 12. UNFINISHED BUSINESS

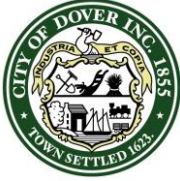
#### A. ORDINANCES IN THE 2<sup>nd</sup> READING

##### 1. CHAPTER 166: VEHICLES AND TRAFFIC – FIRST STREET SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Cheney. City Manager Joyal gave an overview of the ordinance change to the Council. Councilor Garrison asked for clarification. Parking Manager Simons clarified the parking areas. Roll Call Vote: 9/0.

##### 2. CHAPTER 166: VEHICLES AND TRAFFIC – SECOND STREET SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor. Mayor Weston gave an overview of the ordinance change to the Council. Roll Call Vote: 9/0.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, August 27, 2014**  
Meeting Time: **7:00 pm**

### **3. CHAPTER 166: VEHICLES AND TRAFFIC – FIFTH STREET STOP SIGNS SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Gagnon.  
Roll Call Vote: 9/0.

### **B. ORDINANCES IN THE 3<sup>rd</sup> READING – None**

### **C. RESOLUTIONS**

#### **1. AMENDMENT OF FISCAL YEAR 2015 FEE SCHEDULE TO ESTABLISH PARKING METER RATES FOR RIVER STREET (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL) SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor.  
Parking Manager Simons gave an overview of the resolution to the Council.  
Roll Call Vote: 9/0.

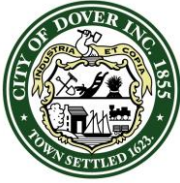
#### **2. GREEN HILL ROAD CONVERTED FROM CLASS VI ROAD TO CLASS A TRAIL SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Gagnon.  
City Manager Joyal gave an overview why this resolution is being brought before the Council. He said it would save the City \$5,000 in maintenance.  
Councilor Cheney said there were too many unanswered questions.  
Councilor Thibodeaux asked when the Conservation Commission and Transportation Advisory Commission gave their support for this resolution.  
General Legal Counsel Blenkinsop said both committees gave their approval in June, 2014.  
Councilor Gagnon referred to the third Whereas and asked about blocking the trail with a gate.  
General Legal Blenkinsop said this resolution only prohibits motor vehicle use.  
Roll Call Vote: 8/1; Passed. Councilor Cheney was opposed.

### **13. NEW BUSINESS**

#### **A. CONSENT CALENDAR**

- 1. ROAD RACE: Dover Turkey Trot**
- 2. RESOLUTION: HIGHWAY ROAD SALT STATE NH CONTRACT  
SPONSORED BY MAYOR WESTON BY REQUEST**



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, August 27, 2014**  
Meeting Time: **7:00 pm**

### 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. Legislative Liaison
10. Pool Advisory Committee
11. Parking Commission
12. Ordinance Committee
13. Police and Parking Facility Building Committee
14. Joint Building Committee – Dover High School and Regional CTC

Deputy Mayor Carrier moved for the adoption of the Consent Calendar; seconded by Councilor O'Connor.

Mayor Weston asked the Council if they had items they would like pulled for further discussion. Councilor Hooper asked to pull the School Board Report.

Deputy Mayor Carrier asked to pull the Appointments Committee Report and to give his three oral reports regarding Dover City Lights, Dover Main Street, and the McConnell Center Advisory Committee.

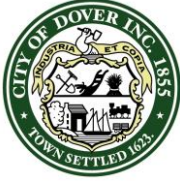
Mayor Weston asked for a roll call vote on the remaining items of the Consent Calendar.  
Roll Call Vote: 9/0.

Councilor Hooper gave an overview of the School Board Report to the Council.  
Deputy Mayor Carrier moved to accept the School Board Report; seconded by Councilor Gagnon.  
Vote: 9/0.

Deputy Mayor Carrier gave an overview of the Appointments Committee Report to the Council. He said he will split it up into two sections. He had the following recommendations:  
Tristan Donovan – Conservation Commission - Alternate  
Isaac Epstein – Open Lands Committee - Regular  
Herman Stolzenburg – reappointed for another term to the Ethics Commission  
Gary Green – reappointed for another term to the Planning Board  
Robert Marggraf – Cemetery Board regular member from his current alternate position  
Robert Hall – Zoning Board of Adjustments regular member from his current alternate position  
Deputy Mayor Carrier moved to approve recommendations; seconded by Councilor O'Connor.

Councilor Cheney asked to pull Isaac Epstein for further discussion.

Deputy Mayor Carrier listed the names again, removing Isaac Epstein.  
Tristan Donovan – Conservation Commission - Alternate  
Herman Stolzenburg – reappointed for another term to the Ethics Commission  
Robert Marggraf – Cemetery Board regular member from his current alternate position  
Robert Hall – Zoning Board of Adjustments regular member from his current alternate position  
Deputy Mayor Carrier moved to approve recommendation; seconded by Councilor Gagnon.  
Vote: 9/0.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, August 27, 2014**  
Meeting Time: **7:00 pm**

Deputy Mayor Carrier moved to appoint Isaac Epstein to the Open Lands Committee; seconded by Councilor Cheney.

Councilor Cheney said she pulled him out for a separate vote to explain that it was the Council policy to not have people on two Land Use boards.

Vote: 9/0.

Deputy Mayor Carrier moved to appoint Gary Green as an alternate member of the Zoning Board of Adjustments (ZBA); seconded by Councilor Garrison.

Councilor Cheney said there are exceptions for allowing people to serve on multiple land use committee. She said she didn't agree with those reasons.

Mayor Weston said she will support the appointment, because it is allowable by NH State law. She believed Gary Green would serve well on the ZBA.

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

Deputy Mayor Carrier listed the current openings on Boards and Commissions.

Councilor Cheney moved to appoint Isaac Epstein as an alternate to the Conservation Commission; seconded by Councilor O'Connor.

Vote: 9/0.

Councilor Cheney asked a Councilor to make a motion to reconsider the vote for Gary Green, which would allow her to vote in favor.

Councilor O'Connor made the motion to reconsider the Gary Green vote for appointment as an alternate to the Zoning Board of Adjustments; seconded by Councilor Thibodeaux.

Vote: 9/0.

Deputy Mayor Carrier moved to appoint Gary Green as an alternate member of the Zoning Board of Adjustments; seconded by Councilor O'Connor.

Vote: 9/0.

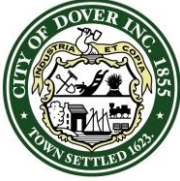
Deputy Mayor Carrier gave an overview of the work of Dover City Lights. He gave an update on the McConnell Center Advisory Committee. He gave an update on Dover Main Street and the upcoming Irish Festival.

Deputy Mayor Carrier moved to accept the three oral reports, seconded by Councilor Thibodeaux.

Vote: 9/0.

### **B. RESOLUTIONS – None**

### **C. ORDINANCES IN 1ST READING – None**



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, August 27, 2014**  
Meeting Time: **7:00 pm**

### **14. COUNCIL CORRESPONDENCE – None**

- A. Letter from Councilor Anthony McManus.**
- B. Letter from Kevin Sullivan, Rivermill at Dover Landing**

Deputy Mayor Carrier moved to place correspondence on file; seconded by Councilor O'Connor.  
Vote: 9/0.

### **15. COUNCIL MATTERS OF INTEREST**

Councilor Cheney recognized the passing of Ray Stackpole. She reminded the public of the NH State Primary on September 9, 2014.

Councilor O'Connor reminded the public about the Irish Festival.

Councilor Thibodeaux thanked the owners of Baby Ben's, which is now closed. She said the new owners will also be giving their space for Coffee with a Councilor the 2<sup>nd</sup> and 4<sup>th</sup> Saturday of the month.

Councilor Weston asked for a motion to reconsider the vote for Item #12.A.1. It should have been Chapter 155:56.

Councilor Cheney moved to reconsider the vote for Item #12.A.1.; seconded by Councilor O'Connor.

Vote: 9/0.

Councilor Weston moved to correct the Section to 56; seconded by Councilor Cheney.

Roll Call Vote: 9/0.

### **16. ADJOURNMENT**

Deputy Mayor Carrier moved to adjourn; seconded by Councilor Gagnon.

Vote: 9/0.



APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check (✓) the type of application:

RAFFLE\* [checked], TAG\* [blank], PARADE\*\* [blank], BLOCK PARTY\*\* [blank], ROAD TOLL\*\*\* [blank],
Fill In Completely and Return To City Clerk -- PLEASE NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: AMY'S TREAT
Federal Tax ID number for Organization: 26-2350766

Check (✓) Nature of Organization:

Religious [blank], Educational [blank], Charitable [checked], Civic [blank], Sports [blank], Veterans [blank], Fraternal or Political [blank], Other [blank]
(Describe)

Contact Person: Steve Goren Day Time Telephone: 603-742-0777
Address: 12 Sunset Dr., Dover NH Email: sigoren@comcast.net
Purpose of Permit: Fundraising Raffle
Date of Event: 10-04-2014 Specific Time: 9AM-4 PM
Location of Event: Downtown Dover

RAFFLE PERMIT ONLY

Prize (s) To Be Awarded: Sports + Dining Certificates
Cost of Ticket: \$5 Date of Drawing: 10-20-2014
Place of Drawing: Dover Chamber

\* 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://www.doj.nh.gov/charitable-trusts/faq.htm

PARADE PERMITS & BLOCK PARTIES ONLY

\*\* NOTE: ALL REQUESTS FOR PARADE PERMITS AND BLOCK PARTIES MUST HAVE PARADE ROUTE APPROVED BY THE POLICE DEPT. BEFORE GOING ON THE COUNCIL AGENDA
Police Department Parade Route/Block Party Approval Signature:
Printed Name: Check Here If Parade Route Is Attached:

ROAD TOLL ONLY

\*\*\*NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT
Road Toll Location:
Police Department Road Toll Approval Signature:
Printed Name:

Licensing Board Approval [Signature] Date: 8/25/14

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 the same.
SIGNATURE OF APPLICANT: [Signature] DATE: 8.21.2014



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: Farmington Parks & Recreation

How Long Has Organization Been in Existence:

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

Contact Person: Rick Conway Telephone: 365-8213 / 755-2405

Address: 531 Main Street Farmington, NH 03835

Purpose of Permit: To have a 50/50 raffle during a fundraiser

Date of Event: 9/17/14 Specific Time: 4pm-10pm

Location of Event: Margarita's, Dover

\*\*\*\*\*

(Raffle Permit only) Prize (s) To Be Awarded: 50% of gross

Amount of Donation: Date of Drawing: 9/17/14 Specific Time: 9:00pm

Place of Drawing: Margarita's, Dover

\* 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. 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: 8/27/14

Police Department approval [Signature] Date: 8/28/14



APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check (v) the type of application:

RAFFLE\* [v], TAG\* [ ], PARADE\*\* [ ], BLOCK PARTY\*\* [ ], ROAD TOLL\*\*\* [ ],
Fill In Completely and Return To City Clerk - PLEASE NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: St. Thomas' Episcopal Church
Federal Tax ID number for Organization: 02-0223750

Check (v) Nature of Organization:

Religious [v], Educational [ ], Charitable [ ], Civic [ ], Sports [ ], Veterans [ ], Fraternal or Political [ ], Other [ ]
(Describe) church

Contact Person: Carol Heighes Day Time Telephone: 603-978-5010
Address: 5 Hale St. Dover, NH Email: carlhighes47@gmail.com
Purpose of Permit: Harvest Fair raffle
Date of Event: Oct 25, 2014 Specific Time: 0900 - 2:30pm
Location of Event: St. Thomas' Episcopal

RAFFLE PERMIT ONLY

Prize (s) To Be Awarded: Print Dolls, Bike, Gift baskets
Cost of Ticket: 1 for \$1.00, 6 for \$5.00 Date of Drawing: Oct 25 2014
Place of Drawing: St. Thomas' Episcopal church

\* 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://www.doj.nh.gov/charitable-trusts/faq.htm

PARADE PERMITS & BLOCK PARTIES ONLY

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Police Department Parade Route/Block Party Approval Signature:
Printed Name: Check Here If Parade Route Is Attached:

ROAD TOLL ONLY

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

Road Toll Location:
Police Department Road Toll Approval Signature:
Printed Name:

Licensing Board Approval [Signature] Date: 8/25/14

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 the same.

SIGNATURE OF APPLICANT: The Rev. Gael Green DATE: Aug 12, 2014



RECEIVED  
DOVER CITY CLERK  
DOVER, NH

2012 DEC 30 P 3:26



fax #

14 AUG 27 AM 11:10

CITY OF DOVER

### APPLICATION CITY OF DOVER, NEW HAMPSHIRE

Check (✓) the type of application:

RAFFLE\* \_\_\_\_\_, TAG\* , PARADE\*\* \_\_\_\_\_, BLOCK PARTY\*\* \_\_\_\_\_, ROAD TOLL\*\*\* \_\_\_\_\_

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

Organization Name: Seacoast Titans Football and Cheer

Federal Tax ID number for Organization: 02-0526109

Check (✓) Nature of Organization:

Religious \_\_\_\_\_, Educational \_\_\_\_\_, Charitable \_\_\_\_\_, Civic \_\_\_\_\_, Sports , Veterans \_\_\_\_\_, Fraternal or Political \_\_\_\_\_, Other \_\_\_\_\_

(Describe) Tagging Fundraiser to support sports program

Contact Person: Ann Walsh Day Time Telephone: (603) 534-5253

Address: PO Box 1143 Dover NH 03820 Email annjwalsh@yahoo.com

Purpose of Permit:

Date of Event: 9/26 - 9/27 2014 Specific Time: 9/26 6-8pm 9/27 9-3pm

Location of Event: various businesses in Dover

RAFFLE PERMIT ONLY

Prize (s) To Be Awarded: \_\_\_\_\_

Cost of Ticket: \_\_\_\_\_ Date of Drawing: \_\_\_\_\_

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://www.doj.nh.gov/charitable-trusts/faq.htm>

PARADE PERMITS & BLOCK PARTIES ONLY

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Police Department Parade Route/Block Party Approval Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Check Here If Parade Route Is Attached: \_\_\_\_\_

ROAD TOLL ONLY

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

Road Toll Location: \_\_\_\_\_

Police Department Road Toll Approval Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Licensing Board Approval [Signature] Date: 9/3/14

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 the same.

SIGNATURE OF APPLICANT: Ann Walsh DATE: 8-22-14



APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check (v) the type of application:

RAFFLE\* \_\_\_\_, TAG\* \_\_\_\_, PARADE\*\* X \_\_\_\_, BLOCK PARTY\*\* \_\_\_\_, ROAD TOLL\*\*\* \_\_\_\_,
Fill In Completely and Return To City Clerk -- PLEASE NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Dover High School Unified
Federal Tax ID number for Organization: \_\_\_\_\_

Check (v) Nature of Organization:

Religious \_\_\_\_, Educational X \_\_\_\_, Charitable \_\_\_\_, Civic \_\_\_\_, Sports \_\_\_\_, Veterans \_\_\_\_, Fraternal or Political \_\_\_\_, Other \_\_
(Describe) Annual 5K - Yes I can

Contact Person: MJ Hippert Day Time Telephone: 603 767 7833
Address: Dover High School Alumni Dr Email m.hippert@dover.k12.nh.us
Purpose of Permit: Community event and fundraiser for DHS unified activities
Date of Event: 11/9/14 Specific Time: 11:00 am
Location of Event: Dover High School. Copy of course enclosed

RAFFLE PERMIT ONLY

Prize (s) To Be Awarded: \_\_\_\_\_
Cost of Ticket: \_\_\_\_\_ Date of Drawing: \_\_\_\_\_
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://www.doh.nh.gov/charitable-trusts/faq.htm

PARADE
PERMITS &
BLOCK

PARTIES ONLY

\*\* NOTE: ALL REQUESTS FOR PARADE PERMITS AND BLOCK PARTIES MUST HAVE PARADE
ROUTE APPROVED BY THE POLICE DEPT. BEFORE GOING ON THE COUNCIL AGENDA
Police Department Parade Route/Block Party Approval Signature: \_\_\_\_\_
Printed Name: Sgt. Marn Speidel Check Here If Parade Route Is Attached: [checked]

ROAD TOLL ONLY

\*\*\*NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT
SPECIAL PERMISSION FROM THE POLICE DEPARTMENT
Road Toll Location: \_\_\_\_\_
Police Department Road Toll Approval Signature: \_\_\_\_\_
Printed Name: \_\_\_\_\_

Licensing Board Approval [AF] Date: 8/28/14

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 the same.
SIGNATURE OF APPLICANT: [Signature] DATE: 8/26/14

## USATF Route Description



Begin our USATF certified course (# NH 07013RF) at Dover High School on Alumni Drive and continue:

- Right onto Bellamy Road
- Right onto Cataract Ave
- Right onto Rutland St
- Right onto Rte. 108
- Right onto Bellamy Road
- Right onto Alumni Drive



APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check (v) the type of application:

RAFFLE\* \_\_\_\_, TAG\* \_\_\_\_, PARADE\*\* \_\_\_\_, BLOCK PARTY\*\* \_\_\_\_, ROAD TOLL\*\*\* [checked]
Fill In Completely and Return To City Clerk - PLEASE NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Muscular Dystrophy Assoc. of NH & Dover FIRE
Federal Tax ID number for Organization: 131665552

Check (v) Nature of Organization:

Religious \_\_\_\_, Educational \_\_\_\_, Charitable [checked], Civic \_\_\_\_, Sports \_\_\_\_, Veterans \_\_\_\_, Fraternal or Political \_\_\_\_, Other \_\_
(Describe) Muscular Dystrophy

Contact Person: Chris Jacques Day Time Telephone: 603-767-6663

Address: PO Box 304 Dover, NH 03821 Email: c.jacques@dover.nh.gov

Purpose of Permit: Voluntary Road Toll Fundraiser

Date of Event: Sept. 27, 2014 Specific Time: 0800 - 1600

Location of Event: Central Ave @ Oak St.

RAFFLE PERMIT ONLY

Prize (s) To Be Awarded: \_\_\_\_\_

Cost of Ticket: \_\_\_\_\_ Date of Drawing: \_\_\_\_\_

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://www.doj.nh.gov/charitable-trusts/faq.htm

PARADE PERMITS & BLOCK PARTIES ONLY

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Police Department Parade Route/Block Party Approval Signature: \_\_\_\_\_

Printed Name: Sgt. Marn Speidel Check Here If Parade Route Is Attached: \_\_\_\_\_

ROAD TOLL ONLY

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

Road Toll Location: Central Ave @ Oak St.

Police Department Road Toll Approval Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Licensing Board Approval [Signature] Date: 9/1/14

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 the same.

SIGNATURE OF APPLICANT: [Signature] DATE: 8/22/14



July 27, 2014

Dover Police Department  
46 Locust Street  
Dover, NH 03820

Dear Dover Police,

This letter is to inform you that on September 13, 2014, Dover Fire Department Locals 1312 and 2909 will be conducting a Fill the Boot/Voluntary Toll on behalf of the Muscular Dystrophy Association of NH. All the money raised at this event will be given to MDA of NH to benefit the over 800 families that MDA serves right here in New Hampshire.

If you have any questions please feel free to contact me at 603-471-2722 or by email at [tdecarli@mdausa.org](mailto:tdecarli@mdausa.org).

Thank you so much.

Sincerely,

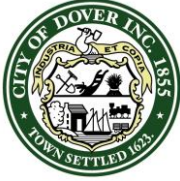
*Terri DeCarli*

Terri DeCarli  
Executive Director  
MDA of NH

Tax ID: 131665552

**MDA of NH**  
360 Route 101 #5  
Bedford, NH 03110  
603-471-2722

changed to September 27, 2014  
due to scheduling conflict  
per applicant  
MES



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.B.1.**

Resolution Number: **R – 2014.09.10 – 091**  
Resolution Re: Additional Scope of Work for Dredge Cell Closure,  
GeoInsight Inc

WHEREAS: After going through a request for proposal in 1999, GeoInsight, Inc. of Londonderry NH was hire to provide professional consulting services relative to the Cocheco River Dredge Cell project; and

WHEREAS: Several resolutions have been approved by City Council through the years allowing continued services from GeoInsight, Inc. for the ever changing and expanding scope of work including the completion of the lengthy permitting application process; and

WHEREAS: GeoInsight, Inc. is offering additional engineering services for the planned final filling and closure of the Dover Cocheco River Dredge Cell in the amount not to exceed \$75,940.00

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 GeoInsight, Inc. of Manchester NH in the amount not to exceed \$75,940.00 for engineering services for the dredge cell closure. The amount of this authorization shall be limited so as not to exceed available funding.

### Financing

Account	Description	Appropriation	Balance
4325.1.300.43230.4757.03190.00	Cocheco Drege Cell	3,194,427.36	548,130.40

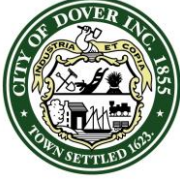
### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Karen Weston  
By Request

Approved as to Legal  
Form and Compliance: Anthony Blenkinsop  
General Legal Counsel

Recorded by: Karen Lavertu  
City Clerk



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

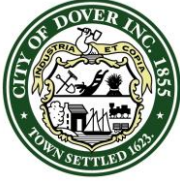
Resolution Number: **R – 2014.09.10 – 091**  
Resolution Re: Additional Scope of Work for Dredge Cell Closure,  
GeoInsight Inc

### DOCUMENT HISTORY:

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

### DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does   does not pass.		



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.B.1.**

Resolution Number: **R – 2014.09.10 – 091**  
Resolution Re: Additional Scope of Work for Dredge Cell Closure,  
GeoInsight Inc

### RESOLUTION BACKGROUND MATERIAL:

The City undertook the design, construction and closure of the dredge spoil disposal facility under an agreement with US Army Corps of Engineers (USACOE) to facilitate the Cochecho River Navigation Channel dredge project. The design was based on the USACOE dredge spoils volume estimate to provide 7 feet of water in the navigation channel at low tide. The dredging project took three dredge seasons to complete as ledge was encountered and the river froze solid during January. The delays required the approval of additional funding from the US congress which was under increasing pressure to reduce federal expenditures. The ACOE suggested reducing the depth of the dredge in subsequent budget request from the 7 feet to 6 feet and then 5.5 feet which lowered the cost of the dredging by reducing the volume of material to be dredged. As a consequence the dredge cell did not receive the volume of spoils originally estimated and a significant deficit was left at the dredge cell. Unable to secure dredge spoils from other dredge projects the City requested permission from the NH Department of Environmental Services to place urban soils from three City owned properties slated for redevelopment into the dredge cell. The placement of the urban soils will fill the cell and allow for the capping and closure of the dredge cell which has been sitting idle for several years.

GeoInsight, Inc. is the engineering firm that designed and provided oversight during the construction and operation of the dredge facility. The City is requesting GeoInsight, Inc. again to provide the engineering oversight of the disposal of the urban soils and complete the design of the final cap and closure of the facility.

GeoInsight, Inc. has provided a phased scope of work with cost estimate to complete the related engineering tasks. As the clayey character of the soil from one of the redevelopment projects may be suitable to construct an impermeable soil cap and potentially save the City a significant amount of dollars capping the dredge cell. Estimated costs for anticipated additional engineering services shall not exceed \$75,940.00

### Bid Information:

Sealed bid solicitation was issued in 1999 and awarded by council to GeoInsight, Inc.

### Purchasing Information:

<b>Type:</b>	Purchase Order	<b>Advertised:</b>	No
<b>Invitations Mailed:</b>	NA	<b>Number of Responses:</b>	NA
<b>Warranty:</b>	Per manufacturer	<b>Terms:</b>	Net 30, FOB Dover
<b>Work Bonded:</b>	No	<b>Contract:</b>	Yes
<b>Prices will hold for:</b>	Until completion	<b>Estimated Delivery:</b>	As needed
<b>Recommended Award to:</b>	GeoInsight, Inc	<b>Fund:</b>	Cohecho Dredge Cell
<b>Other Approvals Required:</b>	Yes State NH	<b>References Checked:</b>	Satisfactory
<b>Previously Worked for City:</b>	Yes	<b>Reason for Council Approval:</b>	Purchase to exceed the \$25,000 amount requiring Council approval



Environmental Strategy & Engineering

July 31, 2014

GeoInsight Project 2844-007

Dean Peschel  
Environmental Project Coordinator  
City of Dover  
288 Central Avenue  
Dover, New Hampshire 03820

RE: Engineering Services Scope of Work  
Dredge Cell Closure  
Dover, New Hampshire

Mr. Peschel:

In accordance with your request, GeoInsight, Inc. (GeoInsight) prepared this Scope of Work (SOW) to describe additional engineering services to be provided to the City of Dover (the City) for the planned final filling and closure of the Dover Landing Dredge/Cochecho River Maintenance Dredge Cell (the Cell) and Cap. In years past, GeoInsight prepared previous SOWs for the City regarding the Cell that have become outdated or not applicable, and this SOW modifies or updates previous proposals, to the extent applicable. The intent of this SOW is to describe GeoInsight's oversight assistance to the City for the final placement of material into the cell to achieve capping subgrades. We expect that our oversight will be guided by communications with the City and the June 4, 2014 Waiver Approval from the New Hampshire Department of Environmental Services (NHDES) to the City regarding the Cell closure.

Based upon activities that are likely to be necessary or useful to the City during the final filling and capping of the Cell, we prepared to following proposed SOW.

### **TASK 1 – INTERIM TOPOGRAPHIC SURVEY**

As requested by the City, GeoInsight visited the Cell on June 14, 2014 and performed an updated topographic survey of the cell surface existing at that time for the purposes of calculating the approximate available fill volume remaining in the Cell. GeoInsight used the topographic data to create a representative surface layer of the existing topography and compared it to the conceptual cap subgrade elevation surface to define the changed in volume. Based upon that exercise, we identified that between 30,000 and 34,000 cubic yards of space was available in the Cell at the time.

**GeoInsight, Inc.**  
186 Granite Street, 3<sup>rd</sup> Floor, Suite A  
Manchester, NH 03101-2643  
Tel (603) 314-0820  
Fax (603) 314-0821  
[www.geoinsightinc.com](http://www.geoinsightinc.com)

**GeoInsight, Inc.**  
One Monarch Drive, Suite 201  
Littleton, MA 01460-1440  
Tel (978) 679-1600  
Fax (978) 679-1601  
[www.geoinsightinc.com](http://www.geoinsightinc.com)

**GeoInsight, Inc.**  
200 Court Street, 2<sup>nd</sup> Floor  
Middletown, CT 06657-3341  
Tel (860) 894-1022  
Fax (860) 894-1023  
[www.geoinsightinc.com](http://www.geoinsightinc.com)



## **TASK 2 – INTERMITTENT OVERSIGHT OF CELL FILLING ACTIVITIES**

GeoInsight will provide periodic field oversight of the final dredge cell filling operations on behalf of the City. Our objective will be to help guide proper placement and grading, and identify and document deviations from the original design that may have a bearing on the long-term performance and maintenance of the Cell. We will visually assess incoming material to compare it to the expected characteristics of the source materials. During filling operations, GeoInsight anticipates visually monitoring the existing slope below the Cell to assess and confirm that slope integrity is unchanged.

If concerns are noted during oversight, GeoInsight will offer field engineering solutions, as needed, to improve the construction quality of the dredge cell filling. During the visits, we will photograph observed conditions and create a general sketch documenting where the material placement is occurring. GeoInsight will also keep a general record of when the periods of filling occur and from what source location(s).

GeoInsight expects that approximately six to ten relatively brief visits will be warranted. To the extent practicable, we will endeavor to conduct the visits either at the beginning or end of the day so that employees that live near the Cell can perform the visits on their way to or from work.

## **TASK 3 - MANAGEMENT ASSISTANCE DURING CELL FILLING ACTIVITIES**

If and as may be required during filling, GeoInsight will:

- act as the liaison between the NHDES and the City during filling and provide information requested or prepare summary documentation, if necessary, to satisfy NHDES requests;
- assist the City with review and comment on documents prepared by others regarding materials being managed that are designated for disposal in the Cell;
- review Soil Management Plans prepared by professionals representing the sites from which material is being removed for relocations into the Cell, and provide the City with an opinion regarding whether the Waiver Approval requirements for supervision is occurring;
- review soil sampling and analyses performed for compliance with the Waiver Approval part 6.c;
- provide opinions regarding any Alternative Site Specific Soil Sampling and Analysis Plans submitted to the City; and
- maintain and organize records and documents related to cell filling that are required for compliance purposes as described in Waiver Approval part 11.a, and assist with the preparation of the Annual Report due to the NHDES as described in Waiver Approval part 11.b.

## **TASK 4 – INTERIM TOPOGRAPHIC SURVEY**

At the completion of material deposition into the Cell and associated rough grading, GeoInsight will conduct an updated surface topography survey using spot elevations to define the upper surface and notable topographic breaks. We believe that this will be important for evaluating the



requirements for the final cap (including sloping, layer thicknesses, and extent), particularly if the City decides to incorporate cap construction with proposed new development of the site as a parking lot.

## **TASK 5 – PREPARATION OF PERMIT TO CLOSE**

As required by the Waiver Approval part 12, GeoInsight will prepare and submit an application to the NHDES for a Standard Permit as specified in Env-Sw 314 to obtain a Permit to Close the Facility (e.g., the Cell). We expect to use either: a) the 2004 conceptual closure plan grading schematic; or b) a revised closure plan developed as part of Task 7 described in the subsequent section. The package submitted will build upon previous information engineering plan set prepared for the Cell by GeoInsight and work performed in Task 6.

## **TASK 6 – REVISED FINAL CELL AND CAP DESIGN**

### **Task 6A – Revised Plans and Specifications**

GeoInsight will prepare final design plans and specifications for the construction of a capping system for the Cell. We will use our previous documents prepared for the original Cell construction to the extent possible to save costs. We expect that the cap will use a combination of soil types to meet NHDES requirements and may or may not incorporate geosynthetic layers. To the extent possible, we will use existing excess low permeability material within the cap as the barrier layer, and also consider other materials the City may possess for use in the cap. We will make an inquiry with the NHDES to see if it is possible to provide a closure design package that is abbreviated from that required by the regulations. We expect that, at a minimum, the design will require description and rationale for cap material selection, slope stability, stormwater management, and preventing exposure of the Cell material. An Operation and Maintenance (O&M) Plan will also be required, which will be tailored to the final reuse of the site.

To the extent that the closure design can be combined with the design of the parking lot that is currently proposed above the Cell, GeoInsight will be able to save the City substantial costs on engineering design efforts. Because of our familiarity with the overall site conditions at Magleras Park and some of the development proposals being considered, GeoInsight will be able to add value to the project as a combined environmental, civil, and geotechnical engineering firm. Furthermore, GeoInsight has direct experience with combined closure and reuse programs (the Goffstown Landfill, for example), and we understand that reuse of the Cell area is favored by the City. We believe it will be relatively straight-forward to combine engineering design activities and construction activities for the Cell closure and final surface development to take advantage of significant dual benefits.

### **Task 6B: Updated Alteration of Terrain Permit Application**

GeoInsight will prepare a supplement to the “Site Specific Permit Narrative” plan addressing the revised cap and cell closure plan and anticipated runoff rates. This supplement will consist of a project narrative and the engineering plan set. These documents along with the Updated Alteration of Terrain Application will be submitted to NHDES for approval.



### **Task 6C: Revised Storm Water Pollution Prevention Plan**

GeoInsight will update the original “Storm Water Pollution Prevention Plan” to address the cap redesign activities. GeoInsight will also prepare a Notice of Intent so that the City will be covered under the United States Environmental Protection Agency (USEPA) Construction General Permit.

### **TASK 7 - CELL CAPPING AND CLOSURE OVERSIGHT**

After approval of the Cell Closure Design by the NHDES, GeoInsight can provide assistance to the City with the preparation of a bid package, bid administration, and contractor selection. Following the City’s hiring of a contractor, we can provide oversight during the construction of the Cell cap system and the reuse project developed above the cap (i.e., parking lot or other). During oversight, we will perform quality assurance testing, observed and document activities, attend meetings with the contractor, and promote construction in accordance with the plans and specifications. GeoInsight will also review any field changes or change orders requested by the contractor, should they occur.

### **TASK 8 – CELL CLOSURE AS-BUILT**

When the Cell cap construction is completed, a brief construction oversight summary will be prepared for the City documenting GeoInsight’s oversight activities and including pertinent information recorded during the construction. GeoInsight will incorporate the report with plans depicting the finished construction review as a formal As-Built Report for the Cell. We will also prepare an O&M Plan describing required care and monitoring of the Cell cap, and as described previously, will combined the cap O&M Plan into the O&M Plan for the final development.

### **COST ESTIMATE AND PROJECT SCHEDULE**

GeoInsight proposes to perform work on the Cell closure project on a time and materials basis. While many of the tasks identified cannot be specifically defined at this time with regard to scope, we have attached Table 1 to provide: a) not-to-exceed cost estimates for tasks that we are comfortable defining with assumptions and qualifications; and b) planning cost ranges for tasks that we expect to refine after future strategy and objective discussions with the City. We have initiated Task 1 and some of Task 3 of this SOW based upon verbal requests, and we are prepared to continue our services. GeoInsight can provide the City with specific additional proposals upon request to perform additional activities, if required.

### **TERMS AND AUTHORIZATION**

We propose that this project be subject to GeoInsight’s attached Standard Terms and Conditions. GeoInsight will invoice project costs monthly on a time and materials basis and payment terms are 30 days. Payment received after 30 days will be subject to a 1.5 percent interest charge per month (18 percent per year), and payments shall be first applied to accrued interest and then to unpaid principal.



If additional services are required and approved by the City, GeoInsight will provide a separate quote for those services at the City's request. Additional work, if and as necessary, will be performed in accordance with the attached Fee Schedule. Cost estimates that may be provided regarding this SOW may be modified upon obtaining additional information that indicates project conditions to be significantly different from those currently anticipated. However, GeoInsight will not exceed the costs estimated without prior approval from the City.

Signing in the appropriate space at the end of this letter and returning a signed copy of the letter to GeoInsight will accept this SOW. This proposal for services, Fee Schedule, and Terms and Conditions shall constitute the entire agreement between the City and GeoInsight for the proposed work. GeoInsight is prepared to formally initiate activity upon receipt of written authorization to proceed. This proposal is valid for a period of 90 days from the date of issue.

Please contact us at (603) 314-0820 if you have any questions or comments regarding this proposed SOW.

Sincerely,

Michael C. Penney, P.E.  
Senior Engineer/Principal

Enclosures

P:\2844-000 Dover Cocheco Dredge\Cell Closure SOW 07\_31\_14.doc

<b>AUTHORIZATION BY THE CITY OF DOVER:</b>	
RE:	Engineering Services Scope of Work Dredge Cell and Cap Construction Dover, New Hampshire
<b>Signature:</b>	_____
<b>Printed Name:</b>	_____
<b>Title:</b>	_____
<b>Date:</b>	_____

**TABLE 1**  
**SUMMARY OF ANTICIPATED COSTS FOR ENGINEERING SERVICES**  
**CITY OF DOVER MAINTENANCE DREDGE CELL CLOSURE**  
**DOVER, NEW HAMPSHIRE**

TASK	ESTIMATED COSTS
<b>Task 1 – Interim Topographic Survey</b> Includes conducting a baseline topographic survey of the existing Cell surface for comparison to a conceptual closure surface, and estimating available space remaining for the receipt of additional material.	<b>\$1,730</b> <b>(actual)</b>
<b>Task 2 – Intermittent Oversight of Cell Filling Activities</b> Includes periodic visits to the Cell during filling to guide grading, visually confirm material characteristics with expectations, assess berm stability, assess stormwater accumulation, and keep general records of material placement. Up to ten ½-day visits are proposed.	<b>\$5,760</b>
<b>Task 3 - Management Assistance During Cell Filling Activities</b> Includes reviewing and preparing interim documents, communicating with parties, review of soil quality and physical character information, and/or assisting with Annual Report.	<b>\$2,530 to</b> <b>\$3,870</b>
<b>Task 4 – Interim Topographic Survey</b> Includes conducting an updated topographic survey of the Cell surface at the completion of filling but prior to cap construction to facilitate design of the final cap.	<b>\$1,380</b>
<b>Task 5 – Preparation of Permit to Close</b> Includes submitting an application and supporting narrative and attachments (from Task 6) to the NHDES for a Standard Permit as specified in Env-Sw 314 to obtain a Permit to Close the Cell.	<b>\$2,500 to</b> <b>\$3,800</b>
<b>Task 6 – Revised Final Cell And Cap Design</b> Includes preparing final design narrative, updated AOT Permit, updated SWPPP, supporting calculations, updated plans and specifications for the construction of a capping system for the Cell to be used to formally submit to the NHDES and to solicit bids from contractors. The design will be combined with the final use of the site.	<b>\$11,600 to</b> <b>\$23,800</b>
<b>Task 7 - Cell Capping and Closure Oversight</b> Includes bid package preparation, pre-bid meeting, bid administration, assistance with contractor selection, kick-off meeting, review of submittals, oversight and documentation of construction, quality assurance testing, attending meetings, and review of contractor progress documents. Assume 20 <u>partial</u> days of closure oversight.	<b>\$18,400 to</b> <b>\$27,100</b>
<b>Task 8 – Cell Closure As-Built</b> Includes preparing a Cell closure construction summary narrative, preparing As-Built plans, and preparing an updated O&M Plan.	<b>\$3,100 to</b> <b>\$5,200</b>
<b>Total Cost Range:</b>	<b>\$47,000 to \$75,940</b>

Notes:

Costs do not include any NHDES fees.

The cost for Tasks 6 and 7 will depend upon the nature of the final cap. If it is a simple sloping cap with a ridge down the middle, that will represent the lower costs. If the Cell cap is combined with a redevelopment scheme, such as a parking lot, the higher costs will be likely.

July 31, 2014

GeoInsight Project 2844-007



## STANDARD TERMS AND CONDITIONS

"This Agreement" as used herein shall mean these Terms and Conditions, the written Scope of Work (SOW), and any Addenda thereto prepared by GeoInsight, Inc. (GeoInsight) and signed by the Client and, if and as applicable, the Fee Schedule attached to the SOW. All representations, statements, and agreements made between the parties are merged into this Agreement, which alone fully and completely expresses their respective obligations.

**1. BILLING AND PAYMENT** - Charges for the Services performed shall be invoiced as stated in the SOW. If the Client objects to all or any portion of an invoice, the Client shall notify GeoInsight in writing of the objection within ten (10) business days from the date of receipt of the invoice, state the reasons for the objection, and pay the portion of the invoice that is not disputed. Late payments shall be first applied to accrued interest and then to unpaid principal. Interest charges shall not apply to any disputed portion of any invoice resolved in favor of the Client. If Client fails to make payment when due, GeoInsight may, following written notice, suspend or terminate performance of Services under this Agreement, including, but not limited to, withholding completed reports and other work product. Unless payment is received within 10 days of the date of the written notice, termination can occur without further notice. If Services are suspended or terminated under this provision, GeoInsight shall incur no liability of any kind whatsoever to Client or others because of such suspension, including any form of direct, indirect or consequential damages or assessed penalties, for any reason including, but not limited to, missed regulatory deadlines. If legal action is taken by GeoInsight to recover from the Client invoiced amounts that are not paid, reasonable attorneys' fees, court and/or arbitration costs, and related expenses shall be paid to GeoInsight in addition to invoice amounts awarded or paid.

**2. RESPONSIBILITIES** - The Client shall be responsible and indemnify and hold GeoInsight harmless for any and all liabilities and damages arising from the accumulation, transportation, treatment, storage, and/or disposal of any hazardous wastes or hazardous materials already existing on the site that are generated from Services performed. GeoInsight will indemnify and hold the Client harmless for any and all liabilities and damages arising from accumulation, transportation, treatment, storage, and/or disposal of any wastes originating from hazardous materials GeoInsight brings onto the site.

**3. DUTY TO DISCLOSE** - The Client shall disclose in writing to GeoInsight prior to commencement of work under the SOW, all of the following information, unless otherwise provided in the SOW: (a) site emergency response procedures, if previously established; (b) any potential fire, explosion, health, safety or other hazards that may be associated with work at the site; and (c) all known information and reports regarding environmental conditions at the site, including but not necessarily limited to information regarding the presence of hazardous substances, hazardous materials, hazardous wastes, or other toxic or noxious materials at the site. Client acknowledges that pursuant to the federal Occupational Safety and Health Act (OSHA) and under various comparable state laws, Client may be classified as an "employer" with respect to work conducted at the site pursuant to the SOW, and Client may be subject to OSHA or other laws or regulations governing worker safety and health.

**4. HAZARDOUS MATERIALS RISK RECOGNITION** - The Client recognizes that there are inherent risks associated with use of exploration methods used in hazardous materials projects. The Client recognizes that the technical knowledge base and state of practice used by GeoInsight and other environmental consultants is continually developing and evolving, particularly with respect to the fate and effects of hazardous materials and that, accordingly, standards applicable to the Services may change because of improvements in the state of practice by environmental consultants. The Client recognizes that certain laws and regulations governing hazardous materials and waste sites purport to require achievement of

results that cannot be accomplished in an absolute sense (such as the construction of entirely impermeable liners).

**5. UNANTICIPATED EVENTS** - For purposes of this Agreement, an "Unanticipated Event" shall mean (i) strikes, lockouts, riots, unavoidable accidents, acts of God or of the public enemy, or unavailability of transportation; (ii) any lawful order issued by the United States government or any other federal, state, or local governmental authority; (iii) any other unforeseen or unexpected contingency, the nonoccurrence of which was expressly or impliedly assumed in the SOW; or (iv) any other cause beyond the parties' reasonable control. If GeoInsight is not able to initiate or complete the Services in accordance with schedules set forth in the SOW because of any Unanticipated Event, then both parties shall have the right either to terminate or renegotiate their obligations under this Agreement. Under no circumstances shall GeoInsight be required to maintain its work force in standby status for a period in excess of five (5) calendar days without compensation in accordance with the Fee Schedule that applies to the SOW.

**6. CONFIDENTIALITY AND RELEASE REPORTING** - Each party to this Agreement and their agents shall retain and treat as confidential, and shall not disclose to any third party, any information or data furnished by the other party that is designated in writing as confidential at the time of transmission and is obtained or acquired in connection with this Agreement. This Agreement and any Addenda thereto are confidential business information between GeoInsight and the Client and shall not be disclosed to other parties without a written release that expressly grants such disclosure. Information that is reasonably considered to be of a non-confidential nature, or that is in the public domain, or was lawfully already in the possession of either party at the time it was provided by the other party, or is required by law to be disclosed by an administrative agency, court, or other entity, or that relates to emergency situations that dictate private or public disclosure is not subject to this provision. All documents, data, calculations, and work papers prepared or furnished by GeoInsight are instruments of service and will remain GeoInsight's property. Any technology, methodology, or technical information learned or developed by GeoInsight will remain its property.

Notwithstanding the provisions of the paragraph above, both parties agree that each shall be entitled to disclose and/or permit to be inspected and/or reproduced information about Services performed under this Agreement when required to do so pursuant to local, state, or federal law or by governmental or court order or subpoena, provided that both parties agree to use best efforts to promptly notify the other of receipt of any such order or subpoena or of advice from counsel of such local, state, or federal statutory requirements. If any governmental agency or court requires either party to disclose and/or permit to be inspected and/or reproduced, any information designated in writing as confidential pursuant to this section, each party is hereby authorized to request that said governmental agency or court treat such information as confidential and not for public disclosure.

Notwithstanding anything to the contrary expressed in the preceding paragraphs, both parties recognize that Services performed under this Agreement may result in the discovery of certain environmental conditions which, in GeoInsight's professional judgment, pose an imminent and substantial threat to public health or the environment ("Immediate Threat[s]"). GeoInsight will promptly report any such Immediate Threats it discovers and its assessment of the significance of the Immediate Threat to the Client so that the Client can report the Immediate Threat to the proper regulatory authorities. If the Client fails to report an Immediate Threat to the proper authorities and GeoInsight believes that it has an independent legal or ethical responsibility to report an Immediate Threat, GeoInsight shall so inform the Client, citing the regulatory or ethical requirement in writing. If the Client continues to fail to report the Immediate Threat, GeoInsight may, under the advice of counsel, report the Immediate Threat to the authorities and shall have no liability to the Client for making any such reports.



**7. TERMINATION** - Either party can terminate this Agreement or an Addendum to this Agreement for cause if the other party breaches this Agreement or as provided in this section. Termination shall be effective ten (10) days after receipt of a written Notice of Termination. In the event of termination for cause, the parties shall have their remedies at law and in equity, subject to the rights and obligations spelled out in this Agreement. Upon receipt of a Notice of Termination, GeoInsight shall discontinue its Services as soon as practicable within the 10-day period and shall make every reasonable effort to procure termination of existing subcontracts upon such terms as can be negotiated. After termination, the Client shall pay GeoInsight for Services performed prior to termination within thirty (30) days of the final invoice for such Services. Upon receipt of payment for Services performed, GeoInsight shall deliver to the Client all materials and data obtained or prepared by GeoInsight under this Agreement.

The parties can terminate this Agreement upon mutual agreement to do so. Such agreement to terminate shall be documented in a writing signed by the parties, and the Client shall compensate GeoInsight as previously described. The Client and GeoInsight recognize that professional standards and ethics and codes of ethics govern GeoInsight's Services under this Agreement. If circumstances arise which, in GeoInsight's opinion, require additional services or preclude it from continuing performance of Services under the Agreement for professional or ethical reasons, GeoInsight shall promptly advise the Client orally of the circumstances and reasons and, if warranted, provide the Client with recommendations. The parties shall immediately attempt to arrive at a mutually satisfactory solution to the circumstances. If resolution cannot be attained to the satisfaction of both parties, either party may terminate this Agreement, subject to the provisions of this section.

**8. BINDING ARBITRATION** - If any controversy or claim arises out of or relates to this Agreement, or breach thereof, the parties shall attempt to resolve this dispute through good faith negotiation. If this dispute cannot be settled through negotiation, the parties shall submit to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This provision shall not apply to any controversy or claim arising from non-payment of invoices under Paragraph 1 where the amount in controversy is at or below the jurisdictional level for Small Claims proceedings under applicable state law.

**9. INDEMNIFICATION** - Each party shall defend, indemnify, and hold harmless the other party and its directors, officers, and employees from and against any and all liabilities and damages (including, but not limited to, reasonable fees and charges of attorneys and court and arbitration costs) that may hereafter be suffered by one of the parties in connection with any claim, action, or right of action (at law or in equity) because of any injury (including death), or damage to person or property to the extent arising out of any negligent, grossly negligent, or wrongful act or actions, omissions, or failure to act on the part of the other party in connection with performance of the Services.

GeoInsight's liability under this section shall not exist with respect to any alleged damage or injury to subterranean structures (including, but not limited to, pipes, tanks, telephone cables, and utilities) or to any existing subterranean or subsurface conditions, or any alleged injury or damage arising from or out of structures or conditions which were (1) known or should have been known to the Client, (2) not shown on the plans furnished by the Client to GeoInsight in connection with the Services or otherwise disclosed to GeoInsight in writing, or (3) not known by either party and would not reasonably have become known to GeoInsight in the exercise of due care.

GeoInsight's liability and obligations under this section shall not exist with respect to the past or present presence of hazardous materials, or the future presence of hazardous materials identified during these Services to be present and not removed or managed according to

GeoInsight's recommendation(s). The Client shall defend, indemnify, and hold harmless GeoInsight, its directors, officers, and employees from and against any and all liabilities and damages (including, but not limited to, reasonable fees and charges of attorneys and court and arbitration costs) that arise out of such hazardous materials. The Client waives all rights, claims, and causes of action against GeoInsight in any way related to the Services and arising in contract, tort, strict liability, or otherwise for damages to the extent such damages are not covered by the insurance coverage summarized below.

Designs, reports, data, and other work product delivered to the Client are for the Client's use only for the limited purposes disclosed to GeoInsight. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and Client agrees to indemnify and defend GeoInsight against any resulting liabilities from such unauthorized use.

**10. COMPLIANCE WITH LAW** - GeoInsight and the Client will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder that, to the best of their knowledge, information, and belief, apply to their respective obligations under this Agreement. The Client recognizes that laws and regulations governing environmental and related matters are continually evolving and that changes may occur during and after performance of the Services that may materially affect the results, interpretations, and implementation thereof. The Client shall pay any additional charges incurred by GeoInsight for modifications to the SOW necessary to comply with laws, ordinances, or regulations issued after the execution of this Agreement.

In accordance with individual states' general laws and regulations (collectively "State Programs"), the performance of the Services contained in this Agreement may require GeoInsight to act as a state-certified or registered professional ("Professional") with certain professional obligations owed to the public, including, in some instances, an independent duty to disclose and report the existence of certain environmental conditions or threats of releases to the state. In the event the Professional's obligations under the State Program conflict with the interests of the Client, the Client accepts that the Professional is bound by law to comply with the requirements of the State Program. The Client recognizes that the Professional shall be immune from all civil liability resulting from any alleged conflict between the interests of the Client and the investigation, reporting, and disclosure requirements placed upon the Professional pursuant to the State Program.

Client also acknowledges that a federal, state, or local agency may audit GeoInsight's Services and may require additional site activities although the GeoInsight Professional has performed the Services in accordance with the standard of care set forth herein. The Client agrees to compensate GeoInsight for all services performed in response to such an audit and its requirements at the then-current GeoInsight Standard Fee Schedule. If additional services are required, Client and GeoInsight will enter into good faith negotiations regarding the scope and terms of the additional services. If agreement cannot be reached, either party may terminate this Agreement in accordance with the terms of Paragraph 7.

Any provision of this Agreement held in violation of any law or ordinance shall be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. The Client and GeoInsight shall, in good faith, attempt to revise any invalid or unenforceable provisions of this Agreement to obtain provisions that are valid and enforceable and that come as close as possible to expressing the intention of the original provisions.

**11. MISCELLANEOUS** - This Agreement shall not be modified except by a writing signed by the parties. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. The laws of the State of New Hampshire will govern the validity of this Agreement, its interpretation and performance, and remedies for its breach. This



Agreement shall be binding on the successors, heirs, administrators, and assigns of both parties.

**12. NOTICES, SIGNATURES, AND AUTHORIZED REPRESENTATIVES** - The addressee identified in the SOW and the signatory to the SOW are the authorized representatives of the Client and GeoInsight for the execution of this Agreement. Each Addendum, if any, shall set forth the names and addresses of the

respective authorized representatives of the parties for the administration of that Addendum. Any information or notices required or permitted under this Agreement or any Addendum shall be deemed to have been sufficiently given if delivered either personally, by mail, by telephone facsimile, or by explicitly acknowledged email to the identified authorized representative(s) or any other authorized representative(s) identified in an applicable Addendum.

**SUMMARY OF INSURANCE COVERAGE  
GEOINSIGHT, INC.**

GeoInsight, Inc. maintains the following insurance coverage:

<b>TYPE</b>	<b>LIMITS</b>
Worker's Compensation	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Employer's Liability	\$1,000,000 Claim/Policy Limit
Commercial General Liability including Contractual Liability, Broad Form Property Damage, and Completed Operations	\$1,000,000 (Combined Single Limit) \$2,000,000 (General Aggregate)
Automobile Liability, including Bodily Injury/Property for Owned, Hired, and Non-Owned Vehicles	\$1,000,000 (Combined Single Limit)
Professional Liability (Errors and Omissions)	\$5,000,000
Contractor's Pollution Liability	\$5,000,000
Excess Liability (Umbrella Form)	\$12,000,000



## FEE SCHEDULE

Effective Date: December 1, 2011

### I. PROFESSIONAL SERVICES

Hourly Rate

Principal	\$186.00
Regional Manager	\$180.00
Senior Consultant	\$173.00
Senior Associate	\$167.00
Associate Professional Staff	\$151.00
Senior Professional Staff	\$135.00
Senior Professional Staff V	\$129.00
Professional Staff V	\$124.00
Information Specialist	\$124.00
Senior Professional Staff IV	\$118.00
Professional Staff IV	\$113.00
Senior Professional Staff III	\$108.00
Professional Staff III	\$101.00
Compliance Specialist	\$94.00
Senior Professional Staff II	\$94.00
Professional Staff II	\$86.00
Senior Professional Staff I	\$81.00
Professional Staff I	\$76.00
Senior Technician	\$85.00
Technician III	\$75.00
Technician II	\$70.00
Technician I	\$65.00
Senior Data Manager	\$91.00
CADD III	\$85.00
CADD II	\$75.00
CADD I	\$65.00
Project Administrator	\$65.00
Technical Typist	\$54.00

### II. OUTSIDE SERVICES AND DIRECT EXPENSES

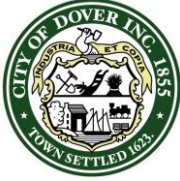
A handling charge of 15 percent will be added to charges for outside services and other direct expenses. Mileage, for personal vehicles, will be billed at the current U.S. Internal Revenue Service reimbursement rate plus a 15 percent handling charge.

### III. FIELD EQUIPMENT AND SUPPLIES

A separate fee schedule for field equipment and in-house supplies is available. Please note that the field equipment and supplies schedule will be updated periodically.

### IV. EXPERT TESTIMONY

Expert testimony at trial or depositions will be billed at two times the standard fee schedule rate.



**CITY OF DOVER**

# CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.B.2.**

Resolution Number: **R – 2014.09.10 – 092**

Resolution Re: **Cochecho and Upper Piscataqua River Sampling & Analysis**

WHEREAS: The Cities of Dover, Portsmouth, and Rochester, (Coalition) have been working together to assess the belief that nutrients are causing serious impacts to the Great Bay estuary as has been supposed by the federal and state environmental regulatory agencies. The Coalition consultant, HDR Hydroqual, has proposed a sampling plan aimed to further the understanding of how nitrogen affects dissolved oxygen levels in the Cochecho and Piscataqua Rivers; and

WHEREAS: The Coalition communities have each agreed to share one third of the cost of the study. The University of New Hampshire (UNH) has submitted a proposal to provide sampling services for Cochecho and Upper Piscataqua River. The cost for services will be shared equally between City of Dover, City of Portsmouth and the City of Rochester. The total cost is estimated not to exceed \$72,787.00; and

WHEREAS: The samples will be sent to a lab in Maryland for analysis at a cost not to exceed \$23,339.60. The cost for these services will be shared equally between the City of Dover, City of Portsmouth and the City of Rochester; and

WHEREAS: It is the recommendation to award the river sampling project to UNH in an amount not to exceed \$72,787.00 and award the lab analytical services to the University of Maryland Chesapeake Biological Laboratory in an amount not to exceed \$23,339.60.

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 UNH of Durham NH in an amount not to exceed \$72,787.00 for river sampling services and a purchase order to University of Maryland Chesapeake Biological Laboratory in an amount not to exceed \$23,339.60. The amount of this authorization shall be limited so as not to exceed available funding.

## Financing

Account	Description	Appropriation	Balance
5320.1.300.43256.4725.04590.14	WWTP facilities upgrade	8,500,000.00	1,261,666.00

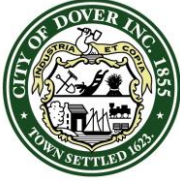
## AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Karen Weston  
By Request

Approved as to Legal Form and Compliance: Anthony Blenkinsop  
General Legal Counsel

Recorded by: Karen Lavertu  
City Clerk



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2014.09.10 – 092**

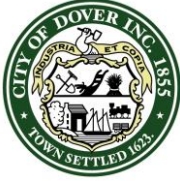
Resolution Re: Cocheco and Upper Piscataqua River Sampling & Analysis

### DOCUMENT HISTORY:

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

### DOCUMENT ACTIONS:

<b>VOTING RECORD</b>		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does   does not pass.		



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.B.2.**

Resolution Number: **R – 2014.09.10 – 092**  
 Resolution Re: Cochecho and Upper Piscataqua River Sampling & Analysis

**RESOLUTION BACKGROUND MATERIAL:**

The Cities of Dover, Portsmouth, and Rochester, (Coalition) have been working together to assess the belief that nutrients are causing serious impacts to the Great Bay estuary as has been supposed by the federal and state environmental regulatory agencies. The 2014 Peer Review report prepared by four independent experts determined that the available data does not support the conclusion that nitrogen levels are currently causing impacts in the estuary.

The reviewers also recommended additional studies to further the current knowledge base and monitor the affects of improvements resulting from upgrades in Rochester and Dover that have occurred or will be completed soon.

The Coalition consultant, HDR Hydroqual, has proposed a sampling plan aimed to further the understanding of how nitrogen affects dissolved oxygen levels in the Cochecho and Piscataqua Rivers. The Coalition communities have each agreed to share one third of the cost of the study. The data collected from the sampling will also be fed into a water quality model that is proposed for development this fall. The model will provide an immediate and long term analysis tool to predict the water quality benefits from proposed nitrogen reduction efforts.

Researchers from the Jackson Lab at UNH will conduct the sample collection efforts during September. The samples will be sent to a lab in Maryland for analysis. This will be the third time that the Jackson Lab researchers have conducted sampling on behalf of the Coalition. It has been a productive and cost effective relationship for the Coalition and UNH.

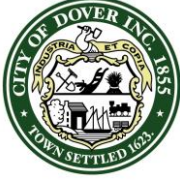
**Bid Information:**

No sealed bid.

**Purchasing Information:**

<b>Type:</b>	Purchase Order	<b>Advertised:</b>	No
<b>Invitations Mailed:</b>	NA	<b>Number of Responses:</b>	NA
<b>Warranty:</b>	Per manufacturer	<b>Terms:</b>	Net 30, FOB Dover
<b>Work Bonded:</b>	No	<b>Contract:</b>	Yes
<b>Prices will hold for:</b>	Until completion	<b>Estimated Delivery:</b>	As needed
<b>Recommended Award to:</b>	UNH & University of MD	<b>Fund:</b>	WWTP facility upgrades
<b>Other Approvals Required:</b>	Yes State NH	<b>References Checked:</b>	Satisfactory
<b>Previously Worked for City:</b>	Yes	<b>Reason for Council Approval:</b>	Purchase to exceed the \$25,000 amount requiring Council approval to waive bidding process





**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2014.09.10 – 093**  
Resolution Re: **New Hampshire Municipal Association Legislative Policy Conference**

### DOCUMENT HISTORY:

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

### DOCUMENT ACTIONS:

<b>VOTING RECORD</b>		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor, Anthony McManus, At Large		
Total Votes:		
Resolution does   does not pass.		

### RESOLUTION BACKGROUND MATERIAL:

See attached New Hampshire Municipal Association 2015-2016 Legislative Policy Recommendations

# 2015-2016 Legislative Policy Recommendations

## General Administration and Governance

### Action Policy Recommendations

#### 1. Right to Know Costs and Specificity Required

To see if NHMA will SUPPORT amendments to RSA 91-A allowing municipalities to recover the actual costs of retrieving, reviewing and reproducing documents, and clarifying the level of specificity required when requesting public records.

#### 2. Regulation of Weapons in the Workplace

To see if NHMA will SUPPORT legislation to provide immunity to local and county governments against acts committed by employees with firearms (except for those employees authorized by that governmental entity to carry a firearm in the course of their official responsibilities).

**Municipal interest to be accomplished by proposal:** To limit the exposure of municipalities in circumstances where an employee brings a firearm into the workplace, which the municipality cannot prohibit, and injures a citizen or co-worker by discharging the firearm. Example: a firefighter takes a weapon to the workplace and while training on a ladder, someone below is accidentally shot by the holstered gun above. Example: a town office employee brings a weapon to the town office, as it is town property, but accidently or intentionally shoots a co-worker or citizen.

**Explanation:** In ordinary non-municipal circumstances, employers can easily and lawfully prohibit weapons in the workplace for safety reasons and more (unless the employee has a special permit to do so). In municipal government the law provides that individuals can carry on town property; some employees translate that law into allowing them to carry guns while they are at their municipal workplace. The present wording of RSA 159:26 appears to prohibit local and county governments from prohibiting the possession of firearms in the workplace. This statute leaves local and county governments exposed to significant liability from acts committed by employees with firearms against citizens and other employees. These employees have not been authorized by the municipality to possess or use a firearm in the workplace, nor have they been trained by the municipality in the use of firearms, nor have the firearms been issued or approved by the municipality. This policy recommendation is not intended to affect workers compensation. **Submitted by: Joel Bourassa, Selectman, Woodstock**

#### 3. Welfare Lien Priority

To see if NHMA will SUPPORT legislation to give liens for local welfare payments arising under RSA 165:28 a higher priority position, so that those liens fall immediately after the lien for the first mortgage.

## **Priority Policy Recommendations**

### **4. Cross-Border Liability.**

**To see if NHMA will SUPPORT** legislation to encourage cooperation between emergency response entities from New Hampshire and bordering states by affording municipalities from bordering states the same limitations on monetary damages in civil actions that are afforded to New Hampshire municipalities.

**Municipal interest to be accomplished by proposal:** Remove a disincentive for cooperation between emergency responders in New Hampshire and neighboring states.

**Explanation:** New Hampshire law limits the liability of “governmental units” for bodily injury, personal injury or property damage in civil actions, but the definition of “governmental unit” is limited to political subdivisions “within the state.” In one case, the New Hampshire Superior Court ruled that a town in a neighboring state, which had cooperated with a New Hampshire town in responding to an emergency, was not protected by the liability cap. A similar issue could arise in many situations in which New Hampshire municipalities work with neighboring municipalities in Maine, Massachusetts, or Vermont in responding to emergencies. For example, New Hampshire police officers were called upon to assist after the Boston Marathon bombings in 2013, and Maine police officers have responded to recent shooting incidents in New Hampshire. Municipalities are less likely to provide cross-border assistance if they do not have the benefit of liability protection under the neighboring state’s laws. Any legislation providing liability protection to municipalities in neighboring states should require reciprocity from the neighboring states. **Submitted by: NHMA staff, based on request from other state municipal leagues.**

### **5. Consultation with Counsel Expansion Under RSA 91-A**

**To see if NHMA will SUPPORT** legislation to amend RSA 91-A so that exempt consultation with legal counsel would also include discussions about written legal correspondence provided by legal counsel, without requiring the presence of counsel at the meeting.

### **6. Petition Signature Requirements**

**To see if NHMA will SUPPORT** legislation amending RSA 39:3 to require that in towns with an official ballot referendum town meeting (SB2/RSA 40:13), petitioned warrant articles must be signed by not less than 2% of registered voters, but in no case fewer than 10 voters or more than 150 voters.

### **7. Clarifying What Information Is to be Included in Town Reports in SB2 Towns**

**To see if NHMA will SUPPORT** legislation to clarify which version of the budget and warrant articles is to be included in town reports in SB2 towns.

## **8. Public Notice Requirements**

**To see if NHMA will SUPPORT** legislation to amend all public notice requirements to allow the choice of electronic notification and/or newspaper print, as well as posting in public places, for official public legal notification.

## **9. Amended Warrants in SB 2 Towns**

**To see if NHMA will SUPPORT** statutory changes allowing SB 2 communities to post changes to the warrant to reflect amendments to warrant articles by action of the voters at deliberative session. Further to allow the governing body and the budget committee to change their recommendation due to amendments made at deliberative session.

**Municipal interest to be accomplished by proposal:** These changes would allow the amended language and dollar amounts to be correctly warned prior to the second session of town meeting. The recommendations of the governing body and the budget committee are there to provide guidance to the voters. Changes made at deliberative session in some cases would cause the governing body and/or the budget committee to change their recommendation. The statutes presently do not allow this change. Therefore the recommendation of those boards may be erroneous. A system that relies on direct democracy is based upon an informed/educated citizenry. If the voters are relying on a warrant that is posted and is no longer correct due to changes made, then citizens cannot properly educate themselves. Additionally, those citizens who value the recommendation of the governing body and/or the budget committee may have an incorrect recommendation before them when they decide which way to vote.

**Explanation:** During the 2014 deliberative session the voters made changes to the language of several of the warrant articles. The voters present also made amendments to the town and school budgets. Money was added to the town budget and substantial cuts were made to the school budget. After consultation with DRA, NHMA legal staff, and town counsel, it was clear that we could not post an “amended” warrant after the deliberative session that would indicate the changes made. In the case of the school budget the amended budget number was significantly different than what the school board recommended. The warrant still showed the old budget and the previous recommendation. The ballot showed the new budget numbers and language changes; however, the ballot still showed that the school board recommended the budget article, which was no longer the case due to the drastic changes made. **Submitted by: Shaun Mulholland, Town Administrator, Allenstown**

## **10. Long-Term Storage of Records**

**To see if NHMA will SUPPORT** legislation modifying the requirement that municipal records retained for longer than ten years be transferred to paper, microfilm, or both.

**Municipal interest to be accomplished by proposal:** Save space and cost, and allow a more practical way to store records.

**Explanation:** RSA 33-A governs the retention of municipal records, establishing retention periods for many classes of records. Section 5-a states that electronic records must be transferred to either paper or microfilm or both if they are required to be retained longer than ten years. Permanent

storage of paper records creates serious space problems. Storing records on microfilm has been a practical alternative, but microfilm is becoming harder to find and may soon be unavailable entirely. Some within the document storage business have indicated that microfilm may be impossible to obtain within a year. If microfilm is not available, paper storage becomes the only legally permitted method. **Submitted by: NHMA staff, based on inquiry from Linda Smith, Board Administrator, Northwood**

### **11. Building Plans Under 91-A**

**To see if NHMA will SUPPORT** an amendment to RSA 91-A:5, IV to specifically add “building plans/construction drawings contained within a building permit file and/or building plans/construction drawings submitted as part of a building permit application” as an exempt record under this chapter.

**Municipal interest to be accomplished by proposal:** There is uncertainty within RSA 91-A:5 as to the status of building plans and/or construction drawings in the possession of municipalities and their code enforcement officials or building inspectors. Since “...personnel practices; confidential commercial, or financial information; test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examinations; and personnel, medical, welfare, library user, videotape sale or rental...” files are specifically exempted from the statute, one would think building plans on file with building permits would fall under the remaining exemption of “...other files whose disclosure would constitute invasion of privacy.” We were ordered by a district court to release such plans when an unrelated party requested them.

**Explanation:** The district court rationale was that the legislature had constructed the statute with specific records stated as being exempt. Conversely, building plans were not expressly exempt so their disclosure had to be subject to a balancing test of the full disclosure vs. the privacy rights of the building owner. The court sided with full disclosure due to the absence of a specific exemption. Building plans can contain a wealth of information considered private. Alarms systems, communication access points, physical access points, safe rooms, structural components like vaults, built-in safes, and secure storage areas are only some of the features that could be exploited if plans showing these features were readily available to the public. Many commercial sites like banks, medical facilities, and defense and Homeland Security contractors would be appalled to know the building plans for their facilities were open to public access. Access to building permit applications would still be available. It is only the plans that are being exempted. The additional benefit would be solving in part the problems of copy right infringement. Many designers (engineers, architects, and the like) have expressed concern about the wide distribution of their work and possible copy right infringement by having publicly accessible building plans on file with municipalities. There is no way for them to enforce their copy right without knowing what unrelated parties are accessing and copying their work product. **Submitted by: Paul Deschaine, Town Administrator, Stratham**

### **12. Municipal Departments and MV Information**

**To see if NHMA will SUPPORT** legislation to make it clear that municipalities may obtain information about motor vehicles registered to an individual for the purposes of verifying asset levels when the individual is applying for general assistance or asset-based tax relief and in order to determine the ownership of vehicles for official purposes.

**Municipal interest to be accomplished by proposal:** Allow access to motor vehicle registration and licensing information by municipal departments to verify asset levels when administering public assistance and tax relief programs and when needed for other proper governmental purposes.

**Explanation:** As RSA260:14 is administered and interpreted departments which administer public assistance programs are denied access to motor vehicle registration records and the opportunity to verify statements made by the applicant(s). It has become problematic as folks game the system and lie about the cars parked or the ownership of the cars parked in their yards. **Submitted by: Susan Snide, Pelham Assessing, Pelham**

### **13. Blue Lights on Fire Department Vehicles**

**To see if NHMA will SUPPORT** amending RSA ch. 265 and RSA 266:78-b, “Blue Lights Restricted to Law Enforcement,” to allow for the inclusion and use of a single rear-facing blue colored light panel on emergency response vehicles owned or leased by municipal, village district or federal fire departments.

**Municipal interest to be accomplished by proposal:** To enhance the visibility and safety of public emergency responders and the public they are serving by allowing fire and emergency medical vehicles to include a single rear-facing blue colored light panel among the red or amber lights on municipally-owned emergency vehicles to provide clearer and more distinct warnings to the motoring public at various emergency response scenes in all types of lighting and weather conditions. There is significant data documenting the mix of colors utilized in various light and weather conditions (i.e. – dusk, dawn, fog, cloudy, rain, etc.) provides for enhanced safety for emergency responders and the motoring public.

**Explanation:** This proposal is the result of some experiences the Auburn Fire Department has had at some emergency & motor vehicle accident scenes, particularly on NH Route 101 (from the intersection of I-93 through to Exit 3 / Candia town line. Our firefighters have experienced that the visual of all red flashing emergency lights do not always seem to encourage the motoring public to maintain a safe distance from the emergency responders as they are driving past. The Auburn Fire Chief has indicated other states allow fire and emergency medical vehicles to include a blue light/lens in their light bars and it provides a stronger safety presence for both the emergency responders and the motoring public. This would be similar to the provisions of RSA 266:78-c, where red lights are allowed for police, fire and rescue vehicles. **Submitted by: William Herman, Town Administrator, Auburn**

## **Standing Policy Recommendations**

### **14. Counting Absentee Ballots**

**(Legislation pending—SB 271)** **To see if NHMA will SUPPORT** legislation to eliminate the requirement that absentee ballots cannot be counted prior to 1:00 P.M., and instead allow them to be counted throughout the time when polls are open.

**15. Swearing in Town Officers**

To see if NHMA will SUPPORT legislation to reconcile RSA 669 with RSA 42:3 regarding when certain town officers may be sworn in.

**16. Human Resources Record Retention**

To see if NHMA will SUPPORT legislation that amends the record retention requirements for successful job applications and personnel records from 50 years after termination or retirement to 20 years after termination or retirement.

**17. Modifying the Adoption, Revision, and Amendment of Municipal Charters**

(Legislation pending—HB 422) To see if NHMA will SUPPORT legislation similar to HB 379 in 2008 that modifies the adoption, revision, and amendment of municipal charters.

**18. Consolidated Policy on Collective Bargaining Items**

**Evergreen Clause:** To see if NHMA will OPPOSE legislation to enact a mandatory so-called "evergreen clause" for public employee collective bargaining agreements.

**Binding Arbitration:** To see if NHMA will OPPOSE mandatory binding arbitration as a mechanism to resolve impasses in municipal employee collective bargaining.

**Right to Strike:** To see if NHMA will OPPOSE a right to strike for public employees.

**Mandated Employee Benefits:** To see if NHMA will OPPOSE any proposals to mandate employee benefits, including any proposal to enhance retirement system benefits which may increase employer costs in future years, for current or future employees.

**19. Contracted Services and Bargaining**

To see if NHMA will SUPPORT legislation to give public employers greater flexibility to privatize or use contracted services.

**20. Maintenance and Policing of State-Owned Property**

To see if NHMA will SUPPORT legislation to enable municipalities to recover the expenses of policing publicly-owned land against all illegal activity (including public consumption of alcohol and littering), including the ability to receive reimbursement/compensation from individuals engaged in the illegal activity.

**21. Supervisor of the Checklist Sessions**

To see if NHMA will SUPPORT legislation to reduce to one the number of required sessions that the supervisors of the checklist must hold prior to town elections.

## **22. Municipal Recreation Programs**

To see if NHMA will SUPPORT the continued exemption from state child care licensing for municipal recreation department programs and also supports the exemption from state camp licensing for municipal recreation department summer programs.

## **23. Requirement to Hold Elected Office**

To see if NHMA will SUPPORT legislation clarifying that to run for and hold a local elected office, one must be a registered voter.

## **24. Appointment of Town Clerks and Town Clerks/Tax Collectors**

To see if NHMA will SUPPORT legislation to allow the legislative body to authorize the governing body to appoint or elect town clerks and town clerk/tax collectors.

## **25. Warrant Article Language; Adoption by Reference**

To see if NHMA will SUPPORT legislation to amend RSA 48-A, Housing Standards, to allow a town to adopt a proposed housing standards ordinance on the ballot by reference, as opposed to printing the entire ordinance on the warrant.

## **26. Perambulation**

To see if NHMA will SUPPORT legislation to eliminate the RSA 51:2 requirement to perambulate town boundaries every 7 years when the abutting municipalities have identified the boundaries and markers by survey quality GPS coordinates or by a certified survey and have filed a return including the survey or GPS coordinates as required by RSA 51:4.

**Municipal interest to be accomplished by proposal:** Saving of dollars (for repeated surveys) and the saving of substantial time to coordinate with others. Also to determine boundaries by easily reproducible means.

**Explanation:** Thus procedure has become increasingly archaic over time with a declining number of communities faithfully following the requirement. There is no longer a need to continue to physically walk boundaries given “modern” technology. It is time, at best, to abolish it as Maine has or, at worst, provide an opportunity to be relieved of the obligation upon the filing of a mutual report accompanied by GPS documentation. **Submitted by: Carter Terenzini, Town Administrator, Moultonborough**

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## Finance and Revenue

### Action Policy Recommendations

#### 1. Tax Rate Setting

**TO SEE IF NHMA WILL SUPPORT** legislation that expedites the receipt of information, including utility values as determined by the Department of Revenue Administration, necessary for the Department to set tax rates beginning October 1<sup>st</sup> and to improve the overall efficiency and timeliness of the tax rate setting process.

#### 2. Use of RSA 83-F Utility Values

**TO SEE IF NHMA WILL SUPPORT** changing RSA 83-F to prevent any determination of utility value by the Department of Revenue Administration from being used in any way by either the utility taxpayer or the municipality in any application for abatement of tax under RSA 76:16 or any appeal thereof under RSA 76:16-a or RSA 76:17.

**Municipal interest to be accomplished by proposal:** To see that any opinion of value generated by the State's Department of Revenue Administration for imposition of the State's Utility Tax under RSA 83-F is not used against another subdivision of the State in a legal proceeding. By eliminating that use, the state and municipalities avoid the expense of all necessary discovery associated with the DRA's 83-F process and the trial testimony of the DRA's representatives concerning the same.

**Explanation:** The Berlin City Council passed a motion in support of the above amendment to RSA 83-F at their April 21, 2014 City Council Meeting. **Submitted by: James A. Wheeler, City Manager, City of Berlin**

#### 3. Real Estate Income and Expense Statements on Appeal

**TO SEE IF NHMA WILL SUPPORT** legislation that prohibits the use of real estate income and real estate expense information by a taxpayer in any appeal of value if the taxpayer, after request by the municipality, has not submitted the requested information.

### Priority Policy Recommendations

#### 4. Clarification of Elderly Exemption.

**TO SEE IF NHMA WILL SUPPORT** changes in language for RSA 72:39-a, 72:29, and 72:39-b that define and recognize a household as occupying a property and increasing tenancy requirements for elderly exemption tax relief.

**Municipal interest to be accomplished by the proposal:** Equitable distribution of property taxes, consistency between statutes offering relief from property taxes.

**Explanation:** Elderly exemptions are granted for elderly home owners who qualify per income and asset criteria established by the town. Often an extended family will move in and occupy the home and also enjoy the benefit of reduced taxes. The law as currently interpreted does not allow for income or assets from all members of the home to be considered as part of the income or asset test.  
**Submitted by: Susan Snide, Assessing Assistant, Pelham**

#### **5. Separate Ballot Boxes for Bond Votes.**

**TO SEE IF NHMA WILL SUPPORT** legislation clarifying that separate ballot boxes are not required for bond articles in SB 2 towns.

**Municipal interest to be accomplished by proposal:**

Avoid confusion and impracticality.

**Explanation:**

RSA 33:8-a, which governs the procedure for authorizing a bond or note in excess of \$100,000, states that articles proposing a bond or note shall appear in consecutive order on the warrant and shall be acted upon before most other business (with exceptions), that polls shall remain open for each article for at least one hour, and that “a separate ballot box shall be provided for each bond article to be voted on pursuant to this section.” This statute was enacted before the SB 2 form of town meeting existed and obviously did not contemplate such a system. It makes no sense to require separate ballot boxes when all votes are made on a single ballot. Presumably no SB 2 town actually follows this requirement. **Submitted by: NHMA staff, based on inquiry from Lynne Bonitatibus, Administrative Assistant, Kensington**

#### **6. Expanding 10% Limitation**

**TO SEE IF NHMA WILL SUPPORT** amending RSA 32:18 to expand the 10 percent limitation on increasing the budget committee’s appropriation recommendation to include both increasing and decreasing the total amount to be appropriated.

**Municipal interest to be accomplished by the proposal:** With fewer voters and taxpayers actually participating in the local deliberative forms of municipal government – both traditional town meetings and SB2 communities’ Deliberative Sessions – the 10% rule should be expanded to limit both any increase or decrease in proposed appropriations to ensure that a small minority not be able to dramatically alter what the silent majority likely supports.

**Explanation:** An Auburn resident spoke with me about some sort of protection such as this following the 2014 Allentown School District Deliberative Session, where a very small number of voters approved by a one-vote margin a near \$1 million reduction to the proposed school district budget of approximately \$9 million. The Deliberative Session action left the School Board and the Budget Committee with a budget proposal going forward to the voters that neither board supported. As I understand part of the historic logic of the 10% Rule is that voters not present at the meeting had been forewarned of proposed spending levels and their absences could be viewed as a form of support. The limitation protected them. I believe the same could be said in reverse with respect to drastic cuts. **Submitted by: Bill Herman, Town Administrator, Town of Auburn**

## **7. All Public Real Estate Taxable if Used by Private Occupants**

**TO SEE IF NHMA WILL SUPPORT** legislation to clarify that taxation of a private occupant on public land is required by statute, even if an agreement or lease does not include a tax provision or the specific wording of RSA 72:23, I(b).

**Municipal interest to be accomplished by proposal:** The amendment would make it clear that taxation of a private occupant on public land is required by statute, even if an agreement or lease does not include a tax provision or specific wording of RSA 72:23, I(b). This amendment should even the playing field for all municipalities and all tenants occupying public land, so that all are treated similarly under the same set of laws. It would also help to ensure that municipalities receive tax revenue from private tenants that would pay taxes anyway to the municipality if they owned the real estate.

**Explanation:** The proposed amendment is intended to make legislative intent clear that all public real estate is taxable if used by private occupants, unless the occupant qualifies for a tax exemption. The use of public land by a private occupant should be deemed to be its consent to the tax by operation of law. It does not make sense for a private company to be tax-free just because it occupies public real estate and does not agree to pay taxes, but the same or similar company on private land has to pay taxes, regardless whether it agrees or not. The current situation is not fair to taxpayers who do have to pay taxes. This amendment also addresses inequity between tenants, if one tenant gets a tax exemption while using public land while a similar tenant of public land must pay taxes. The proposed amendment is patterned after the policy statement made by the Supreme Court in Rochester I. Recent confusion about legislative intent makes this amendment necessary.

**Submitted by: Adele Fulton, Attorney, on behalf of City of Lebanon**

## **8. Pollution Control Exemption**

**TO SEE IF NHMA WILL SUPPORT** repeal of the so-called "pollution control exemption" (RSA 72:12-a) or amendment of the statute to impose a term limitation on any exemption granted.

## **9. Prorating Disabled Exemption**

**TO SEE IF NHMA WILL SUPPORT** legislation prorating the disabled exemption under RSA 72:37-b when a person entitled to the exemption owns a fractional interest in the residence, in the same manner as is allowed for the elderly exemption under RSA 72:41.

## **10. Penalty for Failure to Submit Current Use Information**

**TO SEE IF NHMA WILL SUPPORT** legislation imposing a penalty for failure to submit current use information as needed to update municipal records—*i.e.*, Marlow matrix.

## **11. Recording Fees for Elderly Deferrals**

**TO SEE IF NHMA WILL SUPPORT** legislation to reimburse municipalities for recording fees related to the establishment and release of elderly and disabled deferrals under RSA 72:38-a.

## **12. Flood Control Payments**

**TO SEE IF NHMA WILL SUPPORT** legislation to fully fund flood control payments in lieu of taxes to municipalities, including retroactive payments from the state for Fiscal Years 2012 and 2013.

## **Standing Policy Recommendations**

### **13. Downshifting of State Costs and State Revenue Structure**

**TO SEE IF NHMA WILL OPPOSE** legislation which will downshift state costs or state program responsibilities, either directly or indirectly, to municipalities and/or counties, resulting in increased municipal and/or county expenditures, whether in violation of Article 28-a or not, and **OPPOSE** any reductions, deferrals and/or suspensions of state revenue to political subdivisions, such as revenue sharing, meals and rooms tax distribution, highway block grants, environmental state aid grant programs, adequate education grants, catastrophic aid, or any other state revenues.

### **14. State Revenue Structure and State Education Funding**

**TO SEE IF NHMA WILL SUPPORT** asking the state to use the following principles when addressing the state's revenue structure in response to its responsibility to fund an adequate education:

- a) That revenues are sufficient to meet the state's responsibilities as defined by constitution, statute, and common law;
- b) That revenue sources are predictable, stable and sustainable and will grow with the long term needs and financial realities of the state;
- c) That changes to the revenue structure are least disruptive to the long-term economic health of the state;
- d) That the revenue structure is efficient in its administration;
- e) That changes in the revenue structure are fair to people with lower to moderate incomes.

**TO SEE IF NHMA WILL SUPPORT** legislation prohibiting retroactive changes to the distribution formula for adequate education grants after the notice of grant amounts has been given.

### **15. New Hampshire Retirement System (NHRS)**

**TO SEE IF NHMA WILL SUPPORT** the continuing existence of a retirement system for state and local government employees that is strong, secure, solvent, fiscally healthy and sustainable, that both employees and employers can rely on to provide retirement benefits for the foreseeable future. Further, **TO SEE IF NHMA WILL SUPPORT** continuing to work with legislators, employees, and the NHRS to accomplish these goals.

To that end, **TO SEE IF NHMA WILL:**

- a) **SUPPORT** legislation that will strengthen the health and solvency of the NHRS and ensure the long term financial sustainability of the retirement system for public employers;
- b) **OPPOSE** any legislation that: 1) expands benefits that would result in increases to municipal employer costs; 2) assesses additional charges beyond NHRS board approved rate changes on employers; or 3) expands the eligibility of NHRS membership to positions not currently covered.
- c) **SUPPORT** the restoration of the state's 35% share of employer costs for police, teachers, and firefighters in the current defined benefit plan and any successor plan; and
- d) **SUPPORT** the inclusion of municipal participation on any legislative study committee or commission formed to research alternative retirement system designs (such as a defined contribution or a hybrid plan) and the performance of a complete financial analysis of any alternative plan proposal in order to determine the full impact on employers and employees.

#### **16. Utility Appraisal Method**

**TO SEE IF NHMA WILL OPPOSE** mandating the exclusive use of the unit method of valuation in the appraisal of utility property, by either administrative or legislative action, and **SUPPORT** the continuing right of municipalities to use any method of appraisal upheld by the courts.

#### **17. Modifying Post-Municipal Appeal Deadline Date**

**TO SEE IF NHMA WILL SUPPORT** legislation to modify the post-municipal appeal deadline date as called for under RSA 72:34-a- "Appeal from Refusal to Grant Exemption, Tax Deferral, or Tax Credit".

**Municipal interest to be accomplished by proposal:** The current appeal date of a municipal denial of a property tax exemption/credit/deferral is September 1 of the following tax year. For example, municipality A denies a vet credit in March of 2014, the applicant has until September 1, 2015 to appeal that, that is 18 months of appeal window, that sort of timeframe is not found within the property tax appeal RSA's, nor current use appeal RSA's etc. There is no rational basis to have that long a window leaves the municipality at risk on such a long view that it makes it difficult to plan for with legal costs, overlay cost and the like.

**Explanation:** The appeal window under this RSA for tax exemptions/credits/deferrals should mirror the property tax window. The communities by law have until July 1<sup>st</sup> to issue a decision, taxpayers have until September 1<sup>st</sup> to perfect their appeal, the same should be true under RSA 72:34-a as it is under RSA 76:16-a & RSA 76:17. **Submitted by: Jim Michaud, Assistant Assessor, Town of Hudson**

#### **18. Charitable Definition and Mandated Property Tax Exemptions**

**TO SEE IF NHMA WILL OPPOSE** legislation that expands the definition of "charitable" in RSA 72:23-l, unless the state reimburses municipalities for the loss of revenue, and **SUPPORT** creating a method of reimbursement to municipalities for state-owned property.

**19. Telecom Company Property Tax Exemption**

**TO SEE IF NHMA WILL OPPOSE** any exemption from the property tax for poles, wires, and conduits owned by telecom companies.

**20. Collection of Statewide Education Property Tax**

**TO SEE IF NHMA WILL TAKE NO POSITION** on the collection of the statewide property tax by the state or by municipalities, but will continue to work to ensure that any system based on the property tax coordinates and synchronizes as seamlessly as possible with existing local property tax assessment and collection procedures.

**21. Negotiated PILOTs for Water System Property**

**TO SEE IF NHMA WILL OPPOSE** legislation that eliminates the current obligation of the public water entity to make a PILOT equal to what the property taxes would be for the property in the absence of a negotiated PILOT.

**22. State Budget Cap**

**TO SEE IF NHMA WILL OPPOSE** the adoption of any variation of a state budget cap which will impose on the Legislature pre-established limitations on state spending.

**23. Budget Year Conversion**

**TO SEE IF NHMA WILL SUPPORT** legislation to simplify the process of a municipality's converting from a calendar year budget cycle to a fiscal year budget cycle.

**24. Management of Trust Funds**

**TO SEE IF NHMA WILL SUPPORT** amendments to RSA 292-B:2 to include funds held by a town or other municipality under RSA 31:19, RSA 202-A:23, or a fund created by a town or other municipality under RSA 31:19-a to be included in those institutional funds subject to the Uniform Prudent Management of Institutional Funds Act.

**25. Minimum Vote Required for Bond Issues**

**TO SEE IF NHMA WILL OPPOSE** legislation to increase the 60% bond vote requirement for official ballot communities.

**26. Mandatory Tax Liens**

**TO SEE IF NHMA WILL SUPPORT** legislation to change RSA 80:59 to read: "The real estate of every person or corporation shall be subject to the tax lien procedure by the collector, in case all taxes against the owner shall not be paid in full on or before December 1 next after its assessment, provided that the municipality has adopted the provisions of RSA 80:58-86 in accordance with RSA

80:87. A real estate tax lien imposed in accordance with the provisions of RSA 80:58-86 shall have priority over all other liens.”

## **27. Tax Bill Information**

**TO SEE IF NHMA WILL SUPPORT** legislation to amend RSA 76:11-a to allow those municipalities which have adopted the deaf exemption to include the word “deaf” following the word “blind” in the information contained on tax bills.

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# **Infrastructure, Development, and Land Use**

## **Action Policy Recommendations**

### **1. Restoration of Full General Revenue Funding for Municipal State Aid Grant (SAG) Programs**

**TO SEE IF NHMA WILL SUPPORT** legislation to restore full general revenue funding of municipal wastewater, public drinking water and landfill closure grants administered by the NH Department of Environmental Services.

### **2. Municipal Use of Structures in the Right-of-Way**

**TO SEE IF NHMA WILL SUPPORT** legislation to authorize municipalities to use, for any municipal purpose, the space designated for municipal good upon all poles, conduit and other structures within their rights-of-way without paying unreasonable make-ready costs. This includes the right to use that space for data and voice transmission to, from, and by the municipal government, schools, library, and other governmental institutions. This includes a requirement that the owners of utility poles and conduit do the necessary work for that space to be available.

### **3. Regional Water Quality**

**TO SEE IF NHMA WILL SUPPORT** legislation to encourage the State of New Hampshire and its political subdivisions to work cooperatively on a watershed or regional basis in addition to dealing with all water quality issues as individual communities.

**Municipal interest to be accomplished by proposal:** More efficient use of limited taxpayer resources to deal with achieving compliance under Clean Water Act requirements and state regulations.

**Explanation:** Many of the impaired water bodies in the state have numerous contributors to the impairments and no individual community can deal with all of the water quality issues within a water body. Also, limited resources should be targeted to the largest water quality improvements to provide the cleanest water resources to our citizens. Around the country various models have been

established, and New Hampshire should assess these various alternatives to see if one or a combination of several models would work for the state. **Submitted by: Carl Quiram, Director of Public Works, Goffstown.**

### **Priority Policy Recommendations**

#### **4. Diversion of Highway Funds.**

**TO SEE IF NHMA WILL SUPPORT** legislation and administrative action to limit or eliminate the diversion of highway funds for non-highway purposes.

#### **5. Site Evaluation Committee and Local Input**

**TO SEE IF NHMA WILL SUPPORT** legislation establishing a procedure similar to RSA 674:54 requiring applicants to the state's Site Evaluation Committee (SEC) to notify and appear before the local planning board prior to the issuance by the SEC of certificates for the construction of energy facilities under RSA 162-H.

#### **6. RSA 162-K: Authority for Inter-municipal Cooperation**

**TO SEE IF NHMA WILL SUPPORT** legislation to provide more explicit authority for inter-municipal cooperation in economic development and revitalization districts (*see* RSA 162-K).

#### **7. Solid Waste Revolving Funds**

**TO SEE IF NHMA WILL SUPPORT** legislation to allow municipalities to establish, by vote of the legislative body, revolving funds for their solid waste programs, including solid waste collection, disposal, and the operation of any municipally operated transfer station, in addition to recycling.

#### **8. Clarify Establishing Highways**

**TO SEE IF NHMA WILL SUPPORT** legislation clarifying that the dedication and acceptance method of highway creation requires express acceptance by vote of the legislative body, or the board of selectmen if so delegated.

#### **9. Water Fund**

**TO SEE IF NHMA WILL SUPPORT** legislation to implement the recommendations of the Commission on Water Infrastructure Sustainability Funding (the "SB 60 Commission"), including (1) the establishment of a water trust fund to ensure adequate annual investment in water infrastructure, and (2) a sustainable revenue source for the water trust fund.

**Municipal interest to be accomplished by proposal:** Long-term investment in the infrastructure that cleans and carries water is essential to the health and economy of New Hampshire. Water is a resource that cannot be neglected, and a water trust is essential to ensure that large and small

communities can maintain the infrastructure to meet the regulatory limits, and the social and economic goals of communities.

**Explanation:** The SB 60 Commission worked for three years to develop findings and recommendations for the establishment of a sustainable trust for water infrastructure. NHMA should support this initiative as it affects all New Hampshire municipalities. **Submitted by: Shelagh Connelly, Chair, New Hampshire Water Pollution Control Association.**

## Standing Policy Recommendations

### **10. Adequate Highway Funding**

**TO SEE IF NHMA WILL SUPPORT** legislation to ensure adequate state revenue dedicated to highway improvements, which may include the road toll (gas tax) under RSA 260:32, increased motor vehicle registration fees, or any other source, so long as all additional revenues are used for highway purposes, and provided that the proportionate share of such additional revenues is distributed to cities and towns as required by existing law.

### **11. Alternative Funding for Transportation**

**TO SEE IF NHMA WILL SUPPORT** the establishment of alternative funding sources to ensure the maintenance and improvement of existing and future state and local transportation infrastructure and to provide greater focus and financial support for all modes of transportation.

### **12. Conservation Investment**

**TO SEE IF NHMA WILL SUPPORT** permanent funding for the Land and Community Heritage Investment Program and **OPPOSES** any diversion of such funds to other uses.

### **13. Environmental Regulation and Preemption**

**TO SEE IF NHMA WILL SUPPORT** legislation that (a) recognizes municipal authority over land use and environmental matters, (b) limits state preemption of local environmental regulation, and (c) recognizes that even when local environmental regulation is preempted, compliance with other local laws, such as zoning and public health ordinances and regulations, is still required.

### **14. Underground Utilities**

**TO SEE IF NHMA WILL SUPPORT** legislation clarifying that municipalities may incur debt for the purpose of removing overhead utilities and replacing them with underground utilities.

### **15. Energy, Renewable Energy and Energy Conservation**

**TO SEE IF NHMA WILL SUPPORT** legislation encouraging state and federal programs that provide incentives and assistance to municipalities to adopt energy use and conservation techniques that will manage energy costs and environmental impacts, promote the use of renewable energy

sources, and promote energy conservation, and opposes any legislation that overrides local regulation.

#### **16. Open Space Retention and Sprawl Prevention**

**TO SEE IF NHMA WILL SUPPORT** legislation encouraging statewide programs that provide incentives and assistance to municipalities to adopt land use planning and regulatory techniques that will better prevent sprawl, retain existing tracts of open space, and preserve community character.

#### **17. Sludge/Biosolids**

**TO SEE IF NHMA WILL SUPPORT** reliable enforcement of scientifically based health and environmental standards for the management of sludge, septage, and biosolids; and **OPPOSE** any state legislation that would curtail the ability of municipalities to dispose of municipally-generated biosolids through land spreading, when done in accord with such scientifically based health and environmental standards.

#### **18. Current Use**

**TO SEE IF NHMA WILL OPPOSE** any legislative attempt to undermine the basic goals of the current use program and **OPPOSE** any reduction in the 10-acre minimum size requirement for qualification for current use, beyond those exceptions now allowed by the rules of the Current Use Board.

#### **19. Complete Streets**

**TO SEE IF NHMA WILL SUPPORT** legislation providing for consideration and possible implementation of a Complete Streets Policy at the state level, to include accommodating the input and needs of, and the financial impact on, political subdivisions.

**Municipal interest to be accomplished by proposal:** There is a growing awareness that conventional design, operation and maintenance of transportation facilities have been biased toward accommodating speed and capacity for motor vehicles, and that a more comprehensive approach is needed to adequately support mobility and quality of life for all members of the community. The Complete Streets concept is a response to this concern, which focuses on ensuring that streets are safe, comfortable and convenient for travel for everyone, including motorists, pedestrians, bicyclists and public transportation users, and for all ages and abilities.

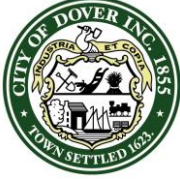
In recent years, the City of Portsmouth has been designing its street improvement projects with an increased attention to pedestrian and bicycle safety and convenience, and in 2013 the City adopted a formal Complete Streets policy to formalize this approach. However, it is important that local initiatives such as Portsmouth's be supported by a statewide Complete Streets policy.

**Explanation:** A statewide Complete Streets policy would require transportation agencies to approach every transportation improvement and project phase as an opportunity to create safer, more accessible streets for all users. These phases include planning, programming, design, right-of-way acquisition, construction engineering, construction, reconstruction, operation and maintenance.

Complete Streets principles can be applied on new projects, but also can be applied incrementally on existing streets through a series of improvements and activities over time.

An effective Complete Streets policy is sensitive to community context. A strong statement about context can help align transportation and land use planning goals, creating livable and resilient villages, towns and neighborhoods.

To date, 27 states have adopted statewide Complete Streets policies, including the New England states of Vermont, Massachusetts, Connecticut and Rhode Island. **Submitted by: Rick Taintor, Planning Director, Portsmouth; Christopher Parker, Director of Planning and Community Development, Dover; Thomas J. Aspell, Jr., City Manager, Concord.**



**CITY OF DOVER**

## CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2014.09.10 – 17**

Ordinance Title: Offenses

Chapter: 131

The City of Dover Ordains:

### 1. PURPOSE

The purpose of this ordinance is to amend Chapter 131 entitled “Offenses”.

### 2. AMENDMENT

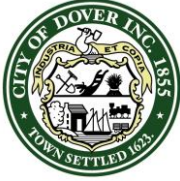
Chapter 131 shall be amended to include Section 131-23, “Hunting on City Property,” as follows:

#### **131-23. Hunting on City Property.**

A. No person shall hunt wildlife in or on the City owned land comprising and/or abutting the following properties, unless authorized in writing by the City Manager:

- (1) All Dover Public School facilities
- (2) Willand Pond Recreation Area
- (3) Dover Community Trail
- (4) Tolend Landfill
- (5) Pine Hill Cemetery
- (6) Guppey Park
- (7) Dover Community Services facilities on Mast Road
- (8) Wastewater Treatment Plant
- (9) Bellamy Park
- (10) Maglaras Park
- (11) Garrison Hill Park

B. The City Manager may provide for the posting of these City owned properties against hunting pursuant to RSA 635:4.



**CITY OF DOVER**

## CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2014.09.10 – 17**

Ordinance Title: Offenses

Chapter: 131

### C. Penalties

(1) Any person violating the provisions of this section shall be subject to a fine of up to one thousand dollars (\$1,000.00) per offense.

### **3. TAKES EFFECT**

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

### **TO BE REFERRED TO A PUBLIC HEARING**

#### **DOCUMENT HISTORY:**

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

#### **AUTHORIZATION**

Approved as to Funding:

Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Karen Weston  
By request

Approved as to Legal Form  
and Compliance:

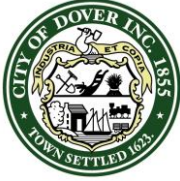
Anthony I. Blenkinsop  
General Legal Counsel

Recorded by:

Karen Lavertu  
City Clerk

#### **DOCUMENT ACTIONS:**

<b>VOTING RECORD</b>		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor, Anthony McManus, At Large		
Total Votes:		
Resolution does   does not pass.		



**CITY OF DOVER**

## CITY OF DOVER - ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2014.09.10 – 17**

Ordinance Title: Offenses

Chapter: 131

### **ORDINANCE BACKGROUND MATERIAL:**

The City of Dover owns numerous parcels of property throughout the City, some of which are maintained as open space and parks, and some of which are adjacent to schools and/or City infrastructure. The hunting of wildlife on City property is incompatible with the use of these specified public properties and has the potential to cause damage to City residents, assets and infrastructure.