



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, November 12, 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 – None**
6. **APPROVAL OF AGENDA**
7. **PUBLIC HEARINGS**
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. **October 15, 2014 – Workshop Session**
 - B. **October 22, 2014 – Regular Meeting**

11. **MAYOR’S REPORT**

12. **UNFINISHED BUSINESS**

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

B. **ORDINANCES IN THE 3rd READING – None**

C. **RESOLUTIONS**

1. **ADOPTION OF FY2016-2021 CAPITAL IMPROVEMENTS PROGRAM
SPONSORED BY MAYOR WESTON BY REQUEST**
2. **APPROPRIATION FOR FY2016 CAPITAL IMPROVEMENTS PROGRAM –
NON-DEBT FINANCED PROJECTS
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
SPONSORED BY MAYOR WESTON BY REQUEST**



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- 3. APPROPRIATION FOR FY2016 CAPITAL IMPROVEMENTS PROGRAM AND AUTHORIZATION FOR BONDING (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL) SPONSORED BY MAYOR WESTON BY REQUEST**

13. NEW BUSINESS

A. CONSENT CALENDAR

1. **RAFFLE – Cocheco Valley Humane Society**
2. **RAFFLE – Great Bay Figure Skating Club (1)**
3. **RAFFLE – Great Bay Figure Skating Club (2)**

4. **OPERATING RULES FOR PARKING COMMISSION**
SPONSORED BY MAYOR WESTON BY REQUEST

5. **AWARD OF BID B14074 PROFESSIONAL ENGINEERING SERVICES FOR WATER SYSTEMS FACILITY UPGRADES**
SPONSORED BY MAYOR WESTON BY REQUEST

6. **B15011 SNOW PLOWING/HAULING SERVICES FOR CITY STREETS AND PARKING LOTS**
SPONSORED BY MAYOR WESTON BY REQUEST

7. **ESTABLISHMENT OF FISCAL YEAR 2015 EXPECTATIONS BY MAYOR AND CITY COUNCIL FOR CITY MANAGER**
SPONSORED BY MAYOR WESTON

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 | |



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B. RESOLUTIONS

- 1. HUMAN SERVICES (WELFARE) GUIDELINES FOR THE CITY OF DOVER
SPONSORED BY MAYOR WESTON BY REQUEST**
- 2. B10040 MUNICIPAL SOLID WASTE COLLECTIONS, RECYCLING AND DISPOSAL
SERVICES WITH PINARD WASTE SYSTEMS INC
SPONSORED BY COUNCILOR GAGNON BY REQUEST**
- 3. AUTHORIZATION FOR CATHERINE CHENEY TO VOTE AT 2014 HEALTHTRUST
ANNUAL MEETING
SPONSORED BY COUNCILOR CHENEY**
- 4. AUTHORIZATION FOR DOROTHEA HOOPER TO VOTE AT 2014 HEALTHTRUST
ANNUAL MEETING
SPONSORED BY COUNCILOR HOOPER**
- 5. AMELIA COEN REVOCABLE TRUST DONATION
SPONSORED BY MAYOR WESTON BY REQUEST**
- 6. HEALTH TRUST REBATES PLACED IN CITY OPEB (OTHER POST
EMPLOYMENT BENEFITS) TRUST FUND
SPONSORED BY COUNCILOR CHENEY**
- 7. MAINTAIN REGULAR CONTRIBUTIONS TO CITY EMPLOYEE BENEFITS
RESERVE
(TO BE REFERRED TO A PUBLIC HEARING ON DECEMBER 10, 2014)
SPONSORED BY COUNCILOR CHENEY**

8. ORDINANCES IN 1ST READING – None

14. COUNCIL CORRESPONDENCE

A. Letter from Councilor McManus, dated October 28, 2014.

15. COUNCIL MATTERS OF INTEREST

16. ADJOURNMENT



THE CITY MANAGER'S REPORT

November 12, 2014

Month Reporting on: October 2014

"The best way to predict your future is to create it"

-- Peter F. Drucker

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 and Superintendent of Schools.

Right to Know Requests, pursuant to RSA 91-A

- Durham – Agenda materials (5 requests fulfilled)
- Durham – Council notes
- Durham – Dover Main Street Grant
- Dover – City Manager’s salary
- Dover – Tolend Rd Construction Plan
- Dover – Watson Rd Construction Plan
- Dover – Tolend Rd Specifications Book
- Dover – Tolend Rd spreadsheet, invoices, asphalt test results
- Dover – Tolend Rd Compaction and Sieve Tests
- Concord – Police vehicle maintenance

Assistance to City Departments and/or Offices

City Council: Drafting/review of resolutions and ordinances; Legal Memo

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

Executive: Article regarding secret meetings & 91-A law; Subrogation claim

Community Services: Artist waiver document; City sewer lines; Test boring; Traffic lights; Shared driveway; Cert of Occupancy; McConnell Center Shelter Agreement

Finance: Liens, Discharges; Insurance bonds; bankruptcy and foreclosure matters

Police: Criminal trespass incident; Personnel matter

Planning: Parking lease; Unpermitted junk yard; Trust gift; digital release of liability form; Waterfront TIF

Recreation: Resolutions; Leases

School: Unauthorized financial solicitation

Fire & Rescue: Business closure

Library: Library employee/volunteer

Other: Appearance and Answer filed on behalf of City by Attorney Garry Lane in Kelley’s Row v. First Street at Garrison, LLC

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
Legal Matters/ Questions Handled	25	87	251	302
Document Creation/Review	14	57	175	145
Right to Know Requests Processed	14	37	78	43
Resolutions	7	22	48	31
Ordinances	0	6	14	14

Economic Development

by Dan Barufaldi

Summary: There is a mixed picture of economic activity for this most recent period. Manufacturing has declined slightly and retail is flat or growing only slightly. Tourism/ hospitality continue to do well. Consulting and advertising companies have done well during the political campaigns. Commercial real estate markets are either level or improving. Residential real estate contacts report a decline in sales and a leveling off of prices. Hiring locally picked up slightly. Price pressures remain minimal with manufacturers and retailers reporting only selective and slight price increases. Gasoline prices locally have dropped below \$3.00 per gallon. Dover's unemployment rate is at 3.3%.

Selectd Business Services: Demand for consulting and advertising is up strongly over last year at this time. Software and IT service providers report strong demand through August. Year-over-year growth for a few local firms in this sector have sales up 15% in the last quarter. These services to the healthcare sector have recently declined as subsidies for recordkeeping and retrieval modernization have run out. Many firms in the non-healthcare portion of the sector have added to their headcount recently in sales, R&D and marketing. Wages, while up slightly in critical skill areas, remain flat as do prices. Uncertainty regarding the Affordable Care Act, the slowing Chinese economy/ housing bubble, and the macro-economic effects of Middle Eastern wars and the Ukraine/Russia effect on the European economies continues to produce a prevailing air of caution in this and several other sectors with real local economic effect.

Commercial 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. The end of "quantitative easing" is expected to trigger a gradual rise in interest rates. 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.

Residential Real Estate: Closed sales of both single family homes and condominiums declined year-over-year. Scarce inventory is having some effect 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 suggest the market for single family houses and condo's is off to a good start in 2014 while slowing recently in the short term. While Dover sales look good going forward, it is clear that winter weather and inventory constraints in Q1 depressed near-term sales and another severe winter weather experience could dampen sales locally going forward. Sale prices and rental rates in Dover that continued to rise over the last year have begun a slight decline at present.

Manufacturing & Related Services: Manufacturers are now reporting some weakness in sales. A few local manufacturers are reporting lower sales than the same period a year ago due to a fall-off in export sales. A local publisher reports a fall-off 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. Aerospace industry suppliers are concerned about an "order bubble" where airlines order planes to get a place in the queue and then cancel if business doesn't materialize. Automotive parts suppliers have been doing well.

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. Most recently energy prices have declined. Suppliers to the military are seeing new orders rise. Regional manufacturers are guardedly optimistic.

Retail & Tourism: Retailers contacted for this period report comparable store sales ranging from flat to up by single digits year-over-year. Sales of household items, sporting goods, apparel and home improvement goods are selling well. Prices are up slightly (2-3%) and inventories appear well controlled. Minor amounts of selective hiring are planned. 2014 goals for low single digit growth are expected to be realized. Their outlook for the U.S. economy ranges from "mixed" to moderate.

Hotel revenues are up smartly locally and doing well all over the Boston region. Regional restaurants activity is mixed with some doing well. The local restaurant scene shows 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

either reopening in the same location (one) or reopening in another location in Somersworth. City Staff has pursued 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. Local hotels are projecting a 7% revenue increase for 2015 over 2014, largely through increased room rates.

Staffing Services: Business conditions in this industry sector have improved in the last month with the exception of the healthcare sector. Year-over-year growth is between 4% and 20% depending on the industry sector being served. Labor demand is strong in IT, software, aerospace, nursing, electronics, engineering, quality assurance techs and legal. Most firms in the field have added to headcount with wages and prices remaining flat. To attract highly skilled workers in growing industries these firms are expanding their social media and technological attraction efforts. Increased health insurance costs remain a concern with the onset the Affordable Care Act and the challenge of being able to increase pricing to cover the increased cost. Overall the sector is optimistic and expecting high single digit growth over the next quarter.

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

Total Permits Issued: October 2014

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
14-286	CONVENIENT MD	15	WEBB PLACE	RENOV. FOR MEDICAL OFFICE/FACILIT	C	D	2A	500000	5025
14-303	MOCKLIS	827	CENTRAL AVENUE	UNIT #3, INT. RENOV. FOR DOCTORS OF	C	37	23	96000	985
14-331	COCHECO HOLDINGS LLC	100	MAIN STREET	SOUTHEND; MILL 3, RPLCE ROOF COVE	C	2	37A	114500	1175
14-334	CITY OF DOVER	100	RIVER STREET	INSTALL 2 GARAGE DOORS	C	22	1	5000	0
14-336	DAN PARENT	6	OLD ROCHESTER ROAD	SUTIE 102, MINOR INT. RENOVATIONS	C	39	113-B	5000	75
14-342	YOUNG	187	WATSON ROAD	INSTALL A ROOF-MOUNTED SOLAR PV	C	E	32-2	21000	235
14-344	CHINBURG PROPERTIES (OFFI	383	CENTRAL AVENUE	REPAIR/RENO. DAMAGE FROM SEWER	C	2	37A	149000	0
14-345	BLUE LATITUDES	431	CENTRAL AVENUE	REPAIR/RMDL DAMAGE CAUSED BY SE	C	3	63	56000	0
14-407	CITY OF DOVER	30	SAINT THOMAS STREET	INSTALL A DOOR(S) & WINDOW(S)	C	9	57	6000	0
13-343	MELONEY, PATRICIA	157	SPUR ROAD	DEMO. GARAGE, CONST. A SIDE ADDITI	R	L	41	60000	625
14-048	WEBBER, JR.	3	PEARL STREET	CONST. A SFD W/FINISHED BSMNT & AT	R	27	291B	134000	1365
14-125	OWENS	25	AUGUSTA WAY	REPLACE RERAR DECK ADDITION	R	K	49A-3	13000	155
14-207	RIPARIA AT 100 FIRST ST., LLC	100	FIRST STREET	STRUCTURAL STEEL APP'D	R	6	3	5183500	51865
14-262	MACKKEY	8	PHILLIP STREET	INSTALL A LOWER LEVER BATHROOM	R	A	13-Q	5000	150
14-299	MASON	554	SIXTH STREET	CONST./INSTALL A BATHRM IN THE BA	R	B	4N	12700	152
14-301	OLD STAGE ROAD LLC	6	OLD STAGE ROAD	CONST. A SFD W/ATT. GARAGE	R	36	1	202000	2045
14-312	DUNNINGTON	665	CENTRAL AVENUE	UNIT A, INT. RENOV. OF A DWELLING	R	27	223	35000	375
14-314	MALONEY	3	PAGE AVENUE	FINISH BASEMENT FOR ADD. LIVING AR	R	37	56-A	4000	65
14-315	JAMES FARDELMAN	15	LISA BETH CIRCLE	REPLACE A SECTION OF FOUNDATION	R	H	44-5	9000	115
14-322	FISHER	21	WEST CONCORD STREET	REMOVE & REPLACE ROOF SHINGLES	R	10	159	17000	195
14-329	DREW	276	TOLEND ROAD	RENO. ATT. GARAGE FOR ADD. LIVING	R	F	8C	16000	185
14-332	LANCTOT	122	TOLEND ROAD	FINISH ABOVE GARAGE FOR ADD. LIVI	R	F	2-1	16000	185

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
14-335	SOARES	9	FAIRWAY DRIVE	BATHROOM REMODEL	R	N	14-R	28000	305
14-338	MACBRIDE	23	SCHOONER DRIVE	FINISH BASEMENT FOR ADD. LIVING AR	R	M	96A-7	25000	275
14-343	SPILLER	60	STARK AVENUE	INSTALL AN ABOVE GROUND POOL DE	R	17	104	7500	105
14-346	LITTLEFIELD	11	ESSEX STREET	REMODEL 3RD FLR. BEDRM & INSTALL	R	24	92	39000	415
14-347	CARR	5	WALLINGFORD STREET	CONST./INSTALL A 1ST FLR BATHROOM	R	22	32	4000	65
14-348	TOLEND ROAD PROPERTIES, L	41	SANDRAS RUN	NEW CONST. SFD WITH ATT. GARAGE	R	G	24J-5	140000	1425
14-349	TOLEND ROAD PROPERTIES, L	43	SANDRAS RUN	NEW CONST. SFD WITH ATT. GARAGE	R	G	24J-5	140000	1425
14-350	TOLEND ROAD PROPERTIES, L	45	SANDRAS RUN	NEW CONST. SFD WITH ATT. GARAGE	R	G	24J-5	140000	1425
14-351	TAYTAV PARTNERSHIP LLC	18	CORNERSTONE DRIVE	NEW CONST. SFD	R	B	18-47	118000	1205
14-354	BURNS	6	REYNEERS BROOK DRIVE	INSTALL A CONCRETE SLAB	R	47	7	1500	45
14-355	HENKER	144	TOLEND ROAD	FINISH AREA ABOVE GARAGE FOR ADD	R	F	2-3	10000	125
14-356	LEMIEUX	55	SPUR ROAD	CONST. A SFD W/GARAGE UNDER	R	L	14A	200000	2025
14-357	TALBOT	23	BROWNING DRIVE	STRUCTURAL REPAIRS OF PORCH SUPP	R	21	91	4500	75
14-358	MAXFIELD	4	DANBURY LANE	DEMO. GARAGE & PORCH, CONST. A 2 C	R	25	78	33000	355
14-360	THOMPSON	18	SUNNYBROOKE DRIVE	RMV. & RPLC., CONST. A SIDE PORCH &	R	100	B0001	7000	95
14-365	SMART	25	SHORE LANE	CONST/INSTALL A STORAGE SHED	R	L	89G-7	3600	65
14-369	LEBLANC	80	OLD ROCHESTER ROAD	REMOVE/REPLACE EXT. DOOR & WIND	R	A	13F	4500	70
14-370	76 CENTRAL LLC	76	CENTRAL AVENUE	INSTALL A 3RD FLR. BATHROOM	R	15	76	3000	55
14-376	TAYLOR	10	WALLINGFORD STREET	INSTALL A 16' X 16' SHED	R	22	18	9500	125
14-381	FOGG, ADAM	25	NUTE ROAD	DEMO AND REMOVE A SFD	R	13	25	0	50
14-388	SIMONE	4	HULL AVENUE	INSTALL A METAL ROOF COVERING	R	35	43	8000	105

<u>Permit #</u>	<u>Owner's Last Name</u>	<u>Street #</u>	<u>Street</u>	<u>Description</u>	<u>Type</u>	<u>Map</u>	<u>Lot</u>	<u>Construction Value</u>	<u>Fee</u>
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Total Permits Issued: 43

Total Construction Value: \$7,585,800.00

Total Fees Collected: \$74,807.00

Type of Permits Issued		Certificate of Occupancy's	
Commercial	0	Change of Use	0
Commercial Renovations	8	Commercial	2
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	32	Industrial	0
Industrial	0	Renovations	1
Industrial Renovations	0	Manufactured Dwlg	0
Manufactured Dwelling	0	Multi-Family Dwelling Units	0
Single Family Dwelling	7	Single Family Dwellings	5
Renovations Dwelling Unit	23	Accessory Dwelling Unit	1
Demo. of a Dwelling Unit	1		
Accessory Dwelling Unit	0		
		Total	9

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	L0T	EXPIRATION DATE	SCHOOL	Students**
Code	H = Homes	A = Apts.	C = Condos											
Multi-Family:														
First Street @ Garrison	First Street	A	32	32	0	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
Total: Multi-family			334	192	142									15
Subdivisions:														
Kelly Brook Meadows	Old Stage Road	H	9	1	8	4/29/2014	3/25/2014	5/9/2014	P14-01	G	36	4/29/2019	W	3.33
Foster's Way	Fosters Dr	H	5	1	4		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	8	2	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	7	14	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	40	32	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	10	0	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	17	1	7/28/2005	4/12/2005	8/1/2005	P05-13	B	18	7/28/2011	H	6.66
Total: Single Family			269	182	87									100
TOTAL APPROVED UNITS			603	374	229									115
Elderly:														
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	38	27	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W	
Total: Elderly			125	93	34									
APPROVED + ELDERLY			728	467	263									115

* Built or permit issued and unit under construction

** Students are estimated based upon Impact Fee multipliers. THERE IS NO GUARANTEE TO THESE NUMBERS
 C:\Users\bessettec.DOVERNET\Desktop\CM Report\2014\2014.11.12 Report\COPY of subdivisions oct '14

October 2014
Purchase Order Report

DAC	PO Date	PO No.	Vendor Name	Amount
Executive	10/08/2014	201503599	CCMSI	\$5,632.88
Community Services Department	10/28/2014	201504355	S.W. COLE ENGINEERING, INC.	\$5,900.00
Community Services Department	10/07/2014	201503569	VELLANO CORPORATION (THE)	\$5,904.00
Fire and Rescue	10/21/2014	201504083	STATE OF NH-DOT	\$5,939.43
Police	10/20/2014	201503909	STATE OF NH-DOT	\$6,568.16
Community Services Department	10/15/2014	201503876	HYDRAULIC HOSE & ASSEMBLIES, INC.	\$7,665.20
Community Services Department	10/21/2014	201504082	STATE OF NH-DOT	\$7,773.32
City Finance Office	10/28/2014	201504232	PUBLIC SERVICE CO OF NH-CITY	\$8,068.49
Community Services Department	10/14/2014	201503739	BOB SHERWOOD LANDSCAPE CO., LLC.	\$8,145.00
Executive	10/30/2014	201504426	ICMA	\$8,675.67
City Finance Office	10/09/2014	201503621	BAYRING COMMUNICATIONS	\$9,307.69
City Finance Office	10/01/2014	201503358	PUBLIC SERVICE CO OF NH-CITY	\$9,375.42
Community Services Department	10/30/2014	201504425	HORIZON SOLUTIONS	\$10,403.10
Executive	10/30/2014	201504424	DOVER MAIN STREET	\$12,000.00
Executive	10/30/2014	201504427	SHEEHAN, PHINNEY, BASS & GREEN	\$12,331.87
City Finance Office	10/07/2014	201503576	PUBLIC SERVICE CO OF NH-CITY	\$12,657.38
Community Services Department	10/20/2014	201503910	HALL & ASSOCIATES, PLLC	\$12,739.03
Community Services Department	10/07/2014	201503563	BROX INDUSTRIES, INC.	\$12,860.07
Executive	10/14/2014	201503747	DELL MARKETING L.P.	\$14,554.80
Community Services Department	10/07/2014	201503568	TRI-STATE SEALCOATING & PAVING, INC.	\$14,641.00
Community Services Department	10/01/2014	201503364	G & K SERVICES	\$15,754.87
Fire and Rescue	10/09/2014	201503659	SKYLINE ROOFING, INC	\$23,120.00
Community Services Department	10/28/2014	201504357	UM CENTER FOR ENVIRONMENTAL SCIENCE	\$23,339.60
Community Services Department	10/01/2014	201503362	UNDERWOOD ENGINEERS, INC.	\$23,500.00
Community Services Department	10/28/2014	201504356	TRI-STATE SEALCOATING & PAVING, INC.	\$28,172.00
City Finance Office	10/07/2014	201503577	PUBLIC SERVICE CO OF NH-CITY	\$30,383.59
City Finance Office	10/28/2014	201504231	PUBLIC SERVICE CO OF NH-CITY	\$37,989.52
Executive	10/21/2014	201504001	RANSMEIER & SPELLMAN, P.C.	\$40,000.00
City Finance Office	10/09/2014	201503623	DOVER MAIN STREET	\$50,000.00
Community Services Department	10/20/2014	201503908	AGGREGATE RECYCLING CORP	\$62,100.00
Executive	10/21/2014	201504100	COAST	\$152,828.00

City of Dover
Bid Solicitation Report
For October 2014

11/4/2014

Department	Bid Date	Bid Due	Description	PO Notes
Community Services B15013	10/01/2014	10/30/2014	Tile and Carpeting Replacement at DPW Facility	
Planning B15007	10/01/2014	11/05/2014	Consultant for a Waterfront Development Real Estate Market Analysis	
Fire B15016	10/09/2014	10/28/2014	Various Fire Equipment for New Fire Apparatus	
Recreation B15015	10/28/2014	11/26/2014	Custodial Services McConnell Center	

City of Dover

Revenues of Major Funds October 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								
1000 General Fund								
Taxes	\$ 70,764,796	\$ 218,514	\$ 2,408,480	3.0%	\$ 68,356,316	\$ -	\$ 68,356,316	(96.6)%
Licenses & Permits	4,879,480	474,438	1,803,322	37.0	3,076,158	-	3,076,158	63.0
Intergovernmental	2,096,652	167	153,489	7.0	1,943,163	-	1,943,163	92.7
Charges for Services	3,239,483	225,318	854,814	26.0	2,384,669	-	2,384,669	73.6
Miscellaneous Revenue	663,625	177,890	568,491	86.0	95,134	-	95,134	14.3
Education	12,615,798	356,572	2,090,324	17.0	10,525,474	(239)	10,525,713	83.4
Operating Transfers In	350,553	-	-	0.0	350,553	-	350,553	100.0
Sub-total : 1000 General Fund	\$ 94,610,387	\$ 1,452,900	\$ 7,878,921	8.0%	\$ 86,731,466	\$ (239)	\$ 86,731,705	91.7%
3213 Parking Activity Fund								
Licenses & Permits	\$ 96,120	\$ 4,860	\$ 28,170	29.0%	\$ 67,950	\$ -	\$ 67,950	70.7%
Parking Income	371,408	22,131	130,208	35.0%	241,200	-	241,200	64.9%
Parking Fines	160,408	7,813	37,782	24.0%	122,626	-	122,626	76.4%
Other Financing Sources	0	-	-	0.0	0	-	0	0.0
Sub-total : 3213 Parking Activity Fund	\$ 627,936	\$ 34,804	\$ 196,160	31.0%	\$ 431,776	\$ -	\$ 431,776	68.8%
3320 Residential Solid Waste Fund								
Intergovernmental	\$ 9,556	\$ -	\$ -	0.0%	\$ 9,556	\$ -	\$ 9,556	100.0%
Charges for Services	930,000	47,397	219,716	24.0%	710,284	-	710,284	76.4%
Miscellaneous Revenue	0	4	64	0.0	(64)	-	(64)	0.0
Other Financing Sources	52,557	-	-	0.0	52,557	-	52,557	100.0
Sub-total : 3320 Residential Solid Waste	\$ 992,113	\$ 47,402	\$ 219,780	22.0%	\$ 772,333	\$ -	\$ 772,333	77.8%
3381 McConnell Center Fund								
Miscellaneous Revenue	\$ 670,081	\$ 24,216	\$ 190,410	28.0%	\$ 479,671	\$ -	\$ 479,671	71.6%
Operating Transfers In	138,069	-	30,876	22.0	107,193	-	107,193	77.6
Sub-total : 3381 McConnell Center	\$ 808,150	\$ 24,216	\$ 221,286	27.0%	\$ 586,864	\$ -	\$ 586,864	72.6%
3410 Recreation Special Revenue Fund								
Charges for Services	\$ 366,855	\$ 32,923	\$ 137,172	37.0%	\$ 229,683	\$ -	\$ 229,683	62.6%
Miscellaneous Revenue	15,500	434	816	0.1	14,684	-	14,684	94.7
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	\$ 33,357	\$ 137,988	28.0%	\$ 347,288	\$ -	\$ 347,288	71.6%
5300 Water Fund								
Charges for Services	\$ 4,782,457	\$ 193,927	\$ 1,400,282	29.0%	\$ 3,382,175	\$ -	\$ 3,382,175	70.7%
Miscellaneous Revenue	70,500	6,794	33,441	47.0	37,059	-	37,059	52.6
Sub-total : 5300 Water Fund	\$ 4,852,957	\$ 200,721	\$ 1,433,723	30.0%	\$ 3,419,234	\$ -	\$ 3,419,234	70.5%
5320 Sewer Fund								
Intergovernmental	\$ 5,688	\$ -	\$ -	0.0%	\$ 5,688	\$ -	\$ 5,688	100.0%
Charges for Services	6,153,201	248,153	1,644,377	27.0	4,508,824	-	4,508,824	73.3
Miscellaneous Revenue	59,414	7,115	35,938	60.0	23,476	-	23,476	39.5
Other Financing Sources	942,687	-	-	0.0	942,687	-	942,687	100.0
Sub-total : 5320 Sewer Fund	\$ 7,160,990	\$ 255,268	\$ 1,680,315	23.0%	\$ 5,480,675	\$ -	\$ 5,480,675	76.5%
6100 Dovernet Fund								
Charges for Services	\$ 544,113	\$ 23,353	\$ 166,585	31.0%	\$ 377,528	\$ -	\$ 377,528	69.4%
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	\$ 23,353	\$ 166,585	26.0%	\$ 477,817	\$ -	\$ 477,817	74.1%

City of Dover

Revenues of Major Funds
October 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	\$ 2,072,020	\$ 11,934,758	11.0%	\$ 98,247,453	\$ (239)	\$ 98,247,692	89.2%

City of Dover

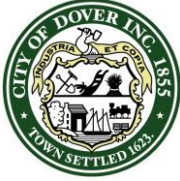
Expenditures of Major Funds October 31, 2014 (General Fund Includes County, School and Debt Service)

	<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>
EXPENDITURES								
1000 General Fund								
City Council	\$ 372,192	\$ 50,972	\$ 101,236	27.0%	\$ 270,956	\$ 184,093	\$ 86,864	23.3%
Executive	810,105	62,481	242,267	30.0	567,838	275,697	292,141	36.1
Finance	1,632,713	139,667	537,873	33.0	1,094,840	740,774	354,066	21.7
Planning	512,334	41,171	151,762	30.0	360,572	195,074	165,498	32.3
Misc General Government	922,975	34,954	127,936	14.0	795,039	140,229	654,810	70.9
Police	7,420,749	660,662	2,328,138	31.0	5,092,611	3,043,211	2,049,400	27.6
Fire & Rescue	7,502,246	645,366	2,400,495	32.0	5,101,751	2,616,348	2,485,402	33.1
Community Service Public Works	6,036,576	320,139	1,319,169	22.0	4,717,407	2,440,210	2,277,197	37.7
Recreation	2,073,584	140,018	612,050	30.0	1,461,534	351,432	1,110,102	53.5
Public Library	1,109,966	95,887	326,542	29.0	783,424	501,315	282,109	25.4
Public Welfare	843,870	66,852	240,616	29.0	603,254	108,102	495,153	58.7
Debt Service	10,118,839	-	2,500	0.0	10,116,339	-	10,116,339	100.0
Other Financing Sources/Uses	3,006,318	-	357,428	12.0	2,648,890	-	2,648,890	88.1
School	44,236,755	3,934,875	10,717,134	24.0	33,519,621	30,939,744	2,579,877	5.8
Intergovernmental	7,980,468	-	-	0.0	7,980,468	-	7,980,468	100.0
Sub-total : 1000 General Fund	\$ 94,579,690	\$ 6,193,045	\$ 19,465,145	20.6%	\$ 75,114,545	\$ 41,536,229	\$ 33,578,315	35.5%
3213 Parking Activity Fund								
Police	\$ 627,936	\$ 44,967	\$ 117,466	19.0%	\$ 510,470	\$ 236,101	\$ 274,369	43.7%
Sub-total : 3213 Parking Activity Fund	\$ 627,936	\$ 44,967	\$ 117,466	18.7%	\$ 510,470	\$ 236,101	\$ 274,369	43.7%
3320 Residential Solid Waste Fund								
Community Service Public Works	\$ 1,097,856	\$ 79,744	\$ 234,488	21.0%	\$ 863,368	\$ 597,576	\$ 265,791	24.2%
Sub-total : 3320 Residential Solid Waste Fund	\$ 1,097,856	\$ 79,744	\$ 234,488	21.4%	\$ 863,368	\$ 597,576	\$ 265,791	24.2%
3381 McConnell Center Fund								
Recreation	\$ 808,150	\$ 23,378	\$ 94,680	12.0%	\$ 713,470	\$ 55,572	\$ 657,898	81.4%
Sub-total : 3381 McConnell Center Fund	\$ 808,150	\$ 23,378	\$ 94,680	11.7%	\$ 713,470	\$ 55,572	\$ 657,898	81.4%
3410 Recreation Special Revenue Fund								
Recreation	\$ 485,276	\$ 20,562	\$ 163,561	34.0%	\$ 321,715	\$ 50,533	\$ 271,183	55.9%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 485,276	\$ 20,562	\$ 163,561	33.7%	\$ 321,715	\$ 50,533	\$ 271,183	55.9%
5300 Water Fund								
Community Service Public Works	\$ 4,870,339	\$ 167,797	\$ 1,042,894	21.0%	\$ 3,827,444	\$ 526,924	\$ 3,300,521	67.8%
Sub-total : 5300 Water Fund	\$ 4,870,339	\$ 167,797	\$ 1,042,894	21.4%	\$ 3,827,444	\$ 526,924	\$ 3,300,521	67.8%
5320 Sewer Fund								
Community Service Public Works	\$ 7,252,711	\$ 231,671	\$ 1,564,505	22.0%	\$ 5,688,206	\$ 1,068,470	\$ 4,619,737	63.7%
Sub-total : 5320 Sewer Fund	\$ 7,252,711	\$ 231,671	\$ 1,564,505	21.6%	\$ 5,688,206	\$ 1,068,470	\$ 4,619,737	63.7%
6100 Dovernet Fund								
Other Financing Sources/Uses	\$ 656,958	\$ 32,437	\$ 150,029	23.0%	\$ 506,928	\$ 183,164	\$ 323,764	49.3%
Sub-total : 6100 Dovernet Fund	\$ 656,958	\$ 32,437	\$ 150,029	22.8%	\$ 506,928	\$ 183,164	\$ 323,764	49.3%
Total : EXPENDITURES	\$ 110,378,915	\$ 6,793,601	\$ 22,832,768	20.7%	\$ 87,546,147	\$ 44,254,569	\$ 43,291,578	39.2%

City of Dover

Arena - General Fund Revenue & Expenditure Report (Including Arena Debt Service attributed to the General Fund) October 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>
Revenue	1,294,907	123,758	334,396	25.8	960,511	0	960,511	74.2
Expenditures	948,232	74,629	280,046	29.5	668,186	152,797	515,389	54.4
Debt Service								
Principal	265,063	0	0	-	265,063	0	265,063	100.0
Interest	70,759	0	2,500	3.5	68,259	0	68,259	96.5
	10,853	49,128	51,849	477.7	(40,996)	(152,797)	111,801	1,030.1



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Workshop Session**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, October 15, 2014**
Meeting Time: **5:30 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Garrison 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 and City Clerk Lavertu.

5. CITIZEN'S FORUM

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

Jeffrey Brissette, 11 Fieldstone Drive: He spoke about the project and the problems with it. He said the changeover presented to the Council would have been fine, but it wasn't the correct information. He suggested that the contractor be brought before the Council and asked to take less.

Donald Medbery, 3 Covered Bridge Lane: He said the Council should be grateful than a local engineer was spending the time to speak with the Council about this error. He said they should check any resolution that bypasses the bidding process. He said this was a betrayal of trust.

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

6. DISCUSSIONS

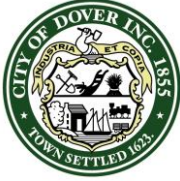
A. WATSON ROAD PROJECT

Councilor Gagnon asked where the numbers came from on the third spreadsheet.

Councilor O'Connor moved to suspend the rules to allow Mr. Brissette to speak; seconded by Councilor Cheney.

Vote: 8/1; Passed. Deputy Mayor Carrier was opposed.

Mr. Brissette said the third page was just a comparison between Tolend Road and Watson Road.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Workshop Session**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, October 15, 2014**
Meeting Time: **5:30 pm**

City Manager Joyal introduced the representatives from CMA Engineers, William Straub and Daniel Hudson. He gave an overview of the Watson Road resolution and the process. In reviewing the background on this resolution he realized two issues have caused this confusion. He said the pricing quoted was from original quote in June 2014 that was rejected by the City. The pricing was revised in July. He said the resolution was presented without the pricing sheet or engineer recommendations. He said he is ultimately responsible that the information presented to the Council is accurate and he apologized that it wasn't. He explained why he agreed with the City's engineers and going ahead of the change order and waiving the bidding process. He said there definitely was no intent to misrepresent information to the Council.

Mr. Straub introduced himself and turned it over to Mr. Hudson who was the project manager on this project.

Mr. Hudson gave an overview of how the contract is structured, and went over the differences between Watson Road and Tolend Road projects, and with getting a new subcontractor for Watson Road. He said there were also a number of items that were used in the Watson Road contract and not in the Tolend Road contract.

Councilor O'Connor asked about the trees that were removed on Watson Road. He said the Watson Road contract took the higher numbers from the Tolend Road contract.

Mr. Straub said that was correct.

Councilor McManus talked about the original Tolend Road contract, and asked why it wasn't the same.

Mr. Straub said it was because it was a two-year contract, and the price for the second year was higher.

Mayor Weston asked about the asphalt adjustment and contingency allowance.

Mr. Straub explained that it is built into the contract to allow for the possibility of an increase price of asphalt.

Councilor Cheney asked about the resolution and the background information.

City Manager Joyal said the attachment was not presented to the Council, but if it was it would have reflected the June amount which was incorrect.

Mr. Straub said a good low bid would probably have been \$50,000 more than the contract.

Councilor Cheney asked when the City knew there was a problem with the contract.

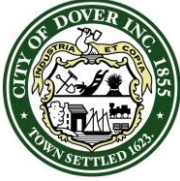
City Manager Joyal said they knew in January.

Councilor Cheney said she wants the background information printed with the packet.

Councilor O'Connor said the second revised contract in July should also have been rejected.

City Manager Joyal said he agreed with the engineers' recommendations.

Councilor O'Connor recommended that the American Excavators be brought in to speak with the Council. He wanted an independent set of eyes looking at this.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Workshop Session**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, October 15, 2014**
Meeting Time: **5:30 pm**

Councilor McManus spoke about the significance of the difference between the June and July pricing. He said it was the original unit prices and then City agreed to increase the prices. City Manager Joyal said this was a good price based on the engineers' recommendations. Councilor McManus said his vote on the resolution was based on the City Manager and Community Services information. He said he would not vote for this resolution now.

Councilor Gagnon talked about the complexities of the bidding process. He said the contractor did hold the unit costs from Tolend Road. He said the bidding process would have pushed off the project for another year, and would have cost the City more.

Councilor Garrison went over the comparison of numbers. He said unit prices were held and reflected in contract. He trusts the City Engineers and City Manager. He said the City Manager made a mistake, but is getting us current information.

Mayor Weston asked if they should go out to another bid.
Mr. Straub said no, because the contractor is already working.

Mayor Weston asked for consensus from the Council to let this go or look into this further.

O'Connor moved to suspend the rules to allow Mr. Brissette to speak; seconded by Councilor Cheney.

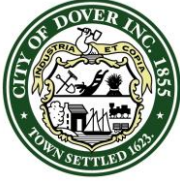
Vote: 5/4; Passed. Deputy Mayor Carrier, Councilor Gagnon, Councilor Garrison, and Councilor Hooper were opposed.

Mr. Brissette talked about getting figures for the site work in cubic yards. He said Watson Road is a lot more, and the City isn't being treated fairly.

7. ADJOURNMENT

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

Vote: 7/2; Passed. Councilor Cheney and Councilor O'Connor were opposed.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 22, 2014**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Deputy Mayor Carrier led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Gagnon, Councilor Garrison, Councilor Hooper, Councilor McManus, Councilor O'Connor, and Councilor Thibodeaux. Councilor Cheney arrived at 7:08 pm.

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

5. PROCLAMATIONS/AWARDS – None

6. APPROVAL OF AGENDA

Councilor Gagnon moved to add the Solid Waste Advisory Committee Report.

1. Deputy Mayor Carrier moved to add the Joint Building Committee – Dover High School and Regional CTC Report, and the Parking and Police Facility Building Committee Report. Deputy Mayor Carrier moved to approve the agenda as amended; seconded by Councilor Garrison.

Vote: 9/0.

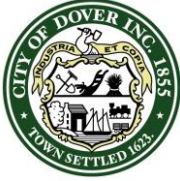
7. PUBLIC HEARINGS

A. ADOPTION OF FY2016-2021 CAPITAL IMPROVEMENTS PROGRAM (CITY COUNCIL VOTE WILL OCCUR ON NOVEMBER 12, 2014) SPONSORED BY MAYOR WESTON BY REQUEST

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

B. APPROPRIATION FOR FY2016 CAPITAL IMPROVEMENTS PROGRAM – NON-DEBT FINANCED PROJECTS (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL) (CITY COUNCIL VOTE WILL OCCUR ON NOVEMBER 12, 2014) 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: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 22, 2014**
Meeting Time: **7:00 pm**

**C. APPROPRIATION FOR FY2016 CAPITAL IMPROVEMENTS PROGRAM AND
AUTHORIZATION FOR BONDING
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(CITY COUNCIL VOTE WILL OCCUR ON NOVEMBER 12, 2014)
SPONSORED BY MAYOR WESTON BY REQUEST**

Mayor Weston, seeing no one 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.

Jeffrey Brissette, 11 Fieldstone Drive: He spoke about the Watson Road project.

Donald Medbery, 3 Covered Bridge Lane: He spoke about the Watson Road project.

David Bamford, 296 Gulf Road: He spoke about the Gundalow Resolution.

Brian Kelley, 48 Picard Lane, former co-owner of Kelley's Row: He spoke about publications in the newspaper and comments that Councilor Cheney wasn't helping his business. He apologized and said the comments were inaccurate. He said Councilor Cheney did help them.

John Mettee, 56 Rutland Street: He gave an overview of the Cocheco Waterfront Development Advisory Committee (CWDAC).

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

9. CITY MANAGER'S REPORT

City Manager Joyal said he submitted his report in writing. He spoke about the Leadership Academy. He acknowledged that the Dover Fire Department was awarded an Award of Merit for their work on a fire on Cushing Street last year where they saved a woman's life. He asked the City Clerk to speak about the election.

City Clerk Lavertu gave an overview of the election process to the Council and citizens. She asked for volunteers.

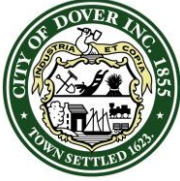
Councilor O'Connor spoke about the new bike rack at the Children's Museum. He also talked about the UNH rowing team practicing on the Cocheco River.

Councilor Hooper said she is getting a lot of great feedback on the Leadership Academy.

Councilor Cheney spoke about children getting bicycle helmets from the City.

Mayor Weston asked the City Manager for an update on Rogers Street pavement plan.

City Manager Joyal said they were trench patching right now, but he will confirm with Community Services.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 22, 2014**
Meeting Time: **7:00 pm**

Councilor Cheney asked about Citizen's Forum comments regarding Watson Road. City Manager Joyal gave an overview of the outstanding issues. He said the revised change order was signed. Mayor Weston said they were striving to get answers and organize meeting with engineers. Deputy Mayor Carrier moved to accept the City Manager's Report; seconded by Councilor Garrison.
Vote: 9/0.

10. APPROVAL OF MINUTES

- A. October 1, 2014 – Workshop Session (Joint meeting with the Planning Board)
(Planning Board approved minutes on October 14, 2014)**
- B. October 8, 2014 – Regular Meeting**

Deputy Mayor Carrier moved to approve the minutes; seconded by Councilor Garrison.
Vote: 9/0.

11. MAYOR'S REPORT

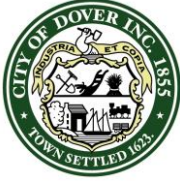
Mayor Weston said she was on Open Mike with the mayors of Rochester and Somersworth. She attended to the climate change presentation. She said the traffic study presentation has been postponed until November 20, 2014, 6:00 pm in the McConnell Center. She attended the soft opening of Blue Latitudes. Deputy Mayor Carrier moved to accept the Mayor's Report; seconded by Councilor O'Connor.
Vote: 9/0.

Councilor O'Connor moved to suspend the rules to move Item #13.B.3. up on the agenda to this point in the meeting; seconded by Councilor Gagnon.
Roll Call Vote: 9/0.

Councilor O'Connor moved for the adoption of 13.B.3.; seconded by Councilor Hooper. Recreation Director Bannon gave an overview of the resolution to the Council. He introduced Molly Bolster, Executive Director from The Gundalow Company. Ms. Bolster gave an overview of the process of donating this gundalow to Dover.

Councilor Garrison moved to add the history to the resolution; seconded by Councilor O'Connor.
Vote: 9/0.

City Manager Joyal said The Gundalow Company made some changes to the letter. He asked General Legal Counsel Blenkinsop for an amendment to the resolution. General Legal Counsel Blenkinsop said to just add "conditional based on the approval between the General Legal Counsel and The Gundalow Company on indemnification language. Councilor McManus made the motion to add to the letter that it's "conditional based on the approval between the General Legal Counsel and The Gundalow Company on indemnification language; seconded by Councilor Thibodeaux.
Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 22, 2014**
Meeting Time: **7:00 pm**

Mayor Weston asked for a vote on the amended resolution, including the amended letter.
Vote: 9/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING – None

B. ORDINANCES IN THE 3rd READING – None

C. RESOLUTIONS

- 1. ADVANCED REFUNDING FOR CITY OF DOVER JUNE 15, 2005 GENERAL OBLIGATION BONDS AND AUTHORIZATION TO ISSUE REFUNDING BONDS (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.
Roll Call Vote: 9/0.

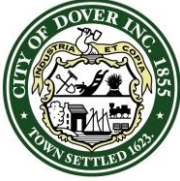
- 2. AUTHORIZATION FOR PARTICIPATION IN STATE OF NEW HAMPSHIRE DRINKING WATER STATE REVOLVING LOAN FUND FOR WILLAND POND WATER MAIN IMPROVEMENT FY2014 CIP PROJECT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Gagnon.
City Manager Joyal gave an overview of this resolution to the Council.
Roll Call Vote: 9/0.

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. RAFFLE –Cochecho Country Club**
- 2. RESOLUTION: AWARD OF REPAIR SERVICES FOR SMEAL QUINT BY NEW ENGLAND FIRE EQUIPMENT & APPARATUS CORPORATION
SPONSORED BY MAYOR WESTON BY REQUEST**



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 22, 2014**
Meeting Time: **7:00 pm**

COMMITTEE REPORTS

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

Deputy Mayor Carrier moved for the adoption of the Consent Calendar; seconded by Councilor Thibodeaux.

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

Councilor Gagnon pulled the Solid Waste Advisory Commission Report.

Deputy Mayor Carrier pulled the Police and Parking Facility Building Committee and Joint Building Committee – Dover High School and Regional CTC Reports.

Mayor Weston pulled Items 13.A.1. and 13.A.2.

Deputy Mayor Carrier moved for the adoption of 13.A.1.; seconded by Councilor Hooper.

City Manager Joyal gave an overview of this permit to the Council.

Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of 13.A.2.; seconded by Councilor O'Connor.

Councilor McManus asked if it was covered under warranty.

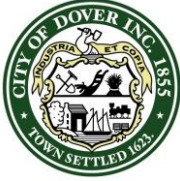
Fire Chief Driscoll said the vehicle is 14 years old and no longer under warranty.

Roll Call Vote: 9/0.

Councilor Gagnon gave an overview of the Solid Waste Advisory Commission Report to the Council.

Deputy Mayor Carrier moved to accept the Solid Waste Advisory Commission Report; seconded by Councilor Garrison.

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 22, 2014**
Meeting Time: **7:00 pm**

Deputy Mayor Carrier gave an overview of the Police and Parking Facility Building Committee Report to the Council.

Councilor McManus asked if there were any final plans for the building yet.

Deputy Mayor Carrier said the final plans are not completed.

Councilor McManus said he has had complaints that they are starting work at 6:00 am and not 7:00 am.

Deputy Mayor Carrier said he will look into that.

Councilor Thibodeaux asked if anything unexpected has happened.

Deputy Mayor Carrier said no, and he said some things are coming in cheaper.

Finance Director Lynch gave an overview of the funding report. He said they will providing this report every one or two months.

Councilor McManus said he would like it monthly.

City Manager Joyal said he would attached it to his City Manager's Report.

Deputy Mayor Carrier moved to accept the Police and Parking Facility Building Committee Report; seconded by Councilor Hooper.

Vote: 9/0.

Deputy Mayor Carrier gave an overview of the Joint Building Committee – Dover High School and Regional CTC Report to the Council.

Deputy Mayor Carrier moved to accept the Joint Building Committee – Dover High School and Regional CTC Report; seconded by Councilor Thibodeaux.

Vote: 9/0.

B. RESOLUTIONS

1. APPROVAL OF GREAT BAY ROWING AND UNIVERSITY OF NEW HAMPSHIRE LEASES – BUTLER BUILDING

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor.

Roll Call Vote: 9/0.

2. DOVER MAIN STREET LICENSE AGREEMENT

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Thibodeaux.

Mayor Weston gave an overview of the resolution to the Council.

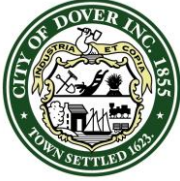
Roll Call Vote: 9/0.

3. GUNDALOW CAPTAIN ADAMS DONATION

SPONSORED BY COUNCILOR O'CONNOR

Moved up on the agenda to follow the Mayor's Report.

C. ORDINANCES IN 1ST READING – None



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 22, 2014**
Meeting Time: **7:00 pm**

14. COUNCIL CORRESPONDENCE

- A. Letter from xfinity, dated October 10, 2014.
- B. Letter from xfinity, dated October 13, 2014.
- C. Gundalow Project Information
- D. Police and Parking Facility Building Committee Report
- E. Joint Building Committee – Dover High School and Regional CTC Timeline Report
- F. Letter from Jeffrey Brissette.

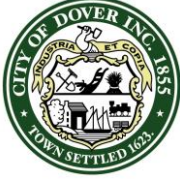
Deputy Mayor Carrier moved to place correspondence on file; seconded by Councilor O'Connor.
Vote: 9/0.

15. COUNCIL MATTERS OF INTEREST

Councilor McManus talked about the Friendship Force hosting delegates from the Ukraine.
Councilor Hooper spoke about the HealthTrust annual meeting and her interest in representing the Council. She will be bringing a resolution to the Council regarding.
Councilor O'Connor talked about break-ins in the area. He talked about his situation and told people to check who is at the door before answering.
Councilor Thibodeaux said she will be having a "Coffee with a Councilor" session at Birdie's Café, Saturday 11:00 am to 1:00 pm.
Mayor Weston said on November 1, 2014 she and the City Manager will be at Café on the Corner from 9:00 am to 11:00 am.
Councilor Cheney spoke about the basic changes to HealthTrust and the surplus that will be returned next year.

16. ADJOURNMENT

Deputy Mayor Carrier moved to adjourn; seconded by Councilor Garrison.
Vote: 9/0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2014.10.08 – 102**
Resolution Re: Adoption of FY2016-2021 Capital Improvements Program

- WHEREAS: The Capital Improvements Program (CIP) serves as the City's long range planning document for the purchase or construction of capital assets; and
- WHEREAS: The CIP anticipates the scheduling and financing over the course of the next six years of individual capital related projects with an estimated annual aggregate cost of \$25,000 or more and useful life of three years or greater; and that
- WHEREAS: The CIP is updated annually following review by the Planning Board and adoption by the City Council;

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

The Proposed Capital Improvements Program for Fiscal Year 2016-2021 reflected in the attached document is hereby adopted.

NOTE: This resolution requires a duly advertised public hearing.

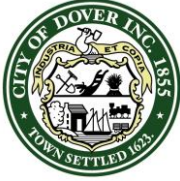
AUTHORIZATION

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#: 12.C.1.

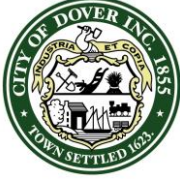
Resolution Number: **R – 2014.10.08 – 102**
Resolution Re: Adoption of FY2016-2021 Capital Improvements Program

DOCUMENT HISTORY:

First Reading Date: 10/08/2014	Public Hearing Date: 10/22/2014
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#: 12.C.1.

Resolution Number: **R – 2014.10.08 – 102**

Resolution Re: Adoption of FY2016-2021 Capital Improvements Program

RESOLUTION BACKGROUND MATERIAL:

This resolution establishes the attached FY2016 through FY2021 Capital Improvements Program.

This resolution only recognizes and adopts a financial and operational planning document for the City's infrastructure and capital assets over the course of the next six years and does NOT authorize funding for projects or authorize bonding.

The FY2016 – FY2021 CIP projects and their anticipated schedule for funding are reflected in the attached document.

Capital Improvements Program - FY2016-2021

All Projects

BOLD = New Project

* = Multi Category Project

UNDERLINED = Change in Schedule

ITALIC = \$ Change

PROJECT DESCRIPTION	2016	2017	2018	2019	2020	2021	Total	Finance Method
GENERAL GOVERNMENT								
Transfer to Capital Reserve - Infrastructure & Equip	575,000	575,000	575,000	575,000	575,000	575,000	3,450,000	OB
Citywide Building Transformer Replacement	50,000	50,000	50,000				150,000	OB
Cemetery Improvements		550,000					550,000	DF
Chapel Restoration		200,000					200,000	OB
City Hall Structural/Safety Improvements		250,000		250,000		250,000	750,000	DF
City Hall Boiler Replacement						120,000	120,000	RF
TOTAL GENERAL GOVT.	625,000	1,625,000	625,000	825,000	575,000	945,000	5,220,000	
POLICE								
Police Cruiser Replacement Program	126,000	126,000	126,000	126,000	126,000	126,000	756,000	RF
TOTAL POLICE	126,000	126,000	126,000	126,000	126,000	126,000	756,000	
FIRE & RESCUE								
Cardiac Monitor & Defibrillators Replacement	120,000						120,000	RF
Staff Vehicle Replacement	47,500						47,500	RF
<i>Ambulance Replacement</i>		185,000				185,000	370,000	RF
Command Vehicle Replacement		50,000					50,000	RF
<i>Replacement of South End Paving</i>		56,232					56,232	RF
<i>Central Station Improvements</i>			110,000				110,000	RF
Fire Quint/Pumper Replacement				600,000			600,000	RF
North End Station Traffic Light Improvements				85,000			85,000	RF
Air Compressor for Filling SCBA bottles					65,000		65,000	RF
Heating Plant South End Station					45,000		45,000	RF
TOTAL FIRE & RESCUE	167,500	291,232	110,000	685,000	110,000	185,000	1,548,732	
COMMUNITY SERVICES - PUBLIC WORKS								
PW Heavy Equipment	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000	RF
General Streets Improvements	1,800,000	1,864,800	1,931,933	2,001,482	2,073,536	2,148,183	11,819,934	OB
General Sidewalk Improvements	100,000	100,000	100,000	100,000	100,000	100,000	600,000	OB
Bridge Improvements	100,000	100,000	100,000	100,000	100,000	100,000	600,000	OB
Drainage System Improvements	150,000	150,000	150,000	150,000	150,000	150,000	900,000	OB
TIP - Traffic Calming Improvements	75,000	75,000	75,000	75,000	75,000	75,000	450,000	RF
Traffic Signal Upgrades	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
<u>Intersection Reconstruction - Sixth/Venture</u>	50,000		200,000				250,000	DF
Street Reconstruction - Bellamy Road	50,000		200,000				250,000	DF
Street Reconstruction - Broadway RR Culvert	2,000,000						2,000,000	DF
Street Reconstruction - Floral Avenue & Brick Street*	50,000		200,000				250,000	DF
<u>Street Reconstruction - Keating/Birchwood</u>	100,000		900,000				1,000,000	DF
Street Reconstruction - Nelson Street*	425,000						425,000	DF
<u>Street Reconstruction - Richardson Drive*</u>	50,000	500,000					550,000	DF
TIP - Replace Oak Street Railroad Bridge	351,000	2,433,000					2,784,000	RF/GR
EMS Computer Software Upgrade		25,000					25,000	OB
Street Reconstruction - Atlantic Avenue		1,500,000					1,500,000	DF
Street Reconstruction - Piscataqua/Rabbit Road*		200,000		1,500,000			1,700,000	DF
Downtown Traffic Efficiency Improvements			750,000				750,000	DF
Sidewalk - Upper Whittier Street			25,000		250,000		275,000	DF
Street Reconstruction - Oak/Ham/Ela/Broadway*			287,000	600,000	1,613,000		2,500,000	DF
Street Reconstruction - Roberts Road*			555,000				555,000	DF
<u>Bridge Replacement - County Farm</u>				250,000			250,000	DF
Bridge Replacement - Route 108				250,000			250,000	DF
Street Reconstruction - Elm/Summer/Belknap				200,000		2,000,000	2,200,000	DF
Street Reconstruction - Silver Street*					500,000	500,000	1,000,000	DF
Street Reconstruction - Spur Road*					500,000		500,000	DF
Tuttle Square Traffic Improvements					150,000		150,000	DF
Central Avenue Drainage Work*						75,000	75,000	DF
TOTAL COMM SERV - PW	5,576,000	7,222,800	5,748,933	5,501,482	5,786,536	5,423,183	35,258,934	
CULTURE & RECREATION								
Transfer to Capital Reserve - Park/Playground Imprv.	112,500	112,500	112,500	112,500	112,500	112,500	675,000	OB
<u>Park Infrastructure Replace/Maintenance</u>	100,000		100,000		100,000		300,000	RF
Park Improvements - Amanda Howard		130,000					130,000	RF
Park Improvements - Garrison Hill Park			190,000				190,000	RF
<u>Park Improvements - Maglaras Park</u>			300,000	200,000	200,000	200,000	900,000	DF
Henry Law Park Riverwalk Improvements				112,500			112,500	RF
<u>Indoor Pool Lighting</u>						210,000	210,000	RF
TOTAL CULTURE & RECREATION	212,500	242,500	702,500	425,000	412,500	522,500	2,517,500	
PUBLIC LIBRARY								
Library Books and Collections	125,689	127,724	129,799	131,916	134,075	136,277	785,480	OB
Air Conditioning System		124,000					124,000	OB
TOTAL PUBLIC LIBRARY	125,689	251,724	129,799	131,916	134,075	136,277	909,480	
TOTAL CITY DEPARTMENTS	6,832,689	9,759,256	7,442,232	7,694,398	7,144,111	7,337,960	46,210,646	

Capital Improvements Program - FY2016-2021

All Projects

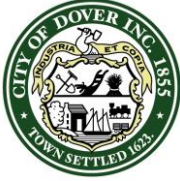
BOLD = New Project

* = Multi Category Project

UNDERLINED = Change in Schedule

ITALIC = \$ Change

PROJECT DESCRIPTION	2016	2017	2018	2019	2020	2021	Total	Finance Method
EDUCATION								
Transfer to Capital Reserve - Curriculum	25,000	35,000	35,000	35,000	35,000	35,000	200,000	OB
Transfer to Capital Reserve - Facilities	25,000	35,000	35,000	35,000	35,000	35,000	200,000	OB
Transfer to Capital Reserve - Info. Technology	25,000	35,000	35,000	35,000	35,000	35,000	200,000	OB
Curriculum Replacement and Upgrade	50,000	50,000	50,000	50,000	50,000	50,000	300,000	RF/OB
Facilities/School Maintenance and Repairs	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Information Technology Replacement & Upgrade	50,000	50,000	50,000	50,000	50,000	50,000	300,000	RF
High School & Dunaway Field Improvements	16,000,000	16,000,000	18,000,000				50,000,000	DF
Regional Career Tech Improvements	10,700,000	7,300,000					18,000,000	DF/GR
Garrison Elementary School Improvements		3,300,000	3,600,000				6,900,000	DF
Middle School - Roof Replacement				520,500			520,500	DF
TOTAL EDUCATION	26,950,000	26,880,000	21,880,000	800,500	280,000	280,000	77,070,500	
TOTAL GENERAL FUND	33,782,689	36,639,256	29,322,232	8,494,898	7,424,111	7,617,960	123,281,146	
SPECIAL REVENUE FUNDS								
SAU Cafeteria Maintenance/Repair/Upgrade	40,000	40,000	40,000	40,000	40,000	40,000	240,000	OB
Downtown Snow Removal - Parking Bureau	30,000						30,000	OB
SAU Light Vehicle Replacement	50,000	30,000		25,000		25,000	130,000	OB
Parking Deck - Third Street		3,300,000					3,300,000	DF
Cochecho Riverfront Bank Stabilization			1,500,000				1,500,000	DF
Cochecho Riverfront Park Development				500,000	1,600,000		2,100,000	DF
McConnell Center Trim Repairs/Painting					120,000		120,000	OB
Street Extension - Washington Street					150,000	1,000,000	1,150,000	DF
TOTAL SPECIAL REVENUE FUNDS	120,000	3,370,000	1,540,000	565,000	1,910,000	1,065,000	8,570,000	
COMMUNITY SERVICES - WATER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Water Exploration	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
Water Heavy Equipment Replacement	40,000	40,000	40,000	40,000	40,000	40,000	240,000	RF
Water Light Vehicle Replacement*	12,500	12,500	12,500	12,500	12,500	12,500	75,000	OB
Water Main Replacement - City Wide	75,000	75,000	75,000	75,000	75,000	75,000	450,000	RF
Water Meter Replacement	100,000	100,000	100,000	100,000	100,000	100,000	600,000	OB
Water Treatment Plant & Well Equipment	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Wellhead Protection	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
<u>Water Main Replacement - Keating/Birchwood*</u>	50,000	500,000					550,000	DF
Water Main Replacement - Nelson Street*	200,000						200,000	RF
Water Main Replacement - Union Street	150,000						150,000	RF
Water Main Replacement - Main St/Washington St		100,000			1,000,000		1,100,000	DF
Water Main Replacement - Piscataqua/Drew Rds*		300,000	1,000,000	900,000			2,200,000	DF
Water Main Replacement - Richardson Drive		40,000					40,000	RF
Water Main Replacement - Tanglewood Drive*		50,000					50,000	RF
Water Main Replacement - Elm Street Area*				100,000		725,000	825,000	DF
Water Main Replacement - Oak/Broadway Area*					1,250,000		1,250,000	DF
Water Main Replacement - Spur Road*					100,000		100,000	RF
Water Main Replacement - Central Avenue - Lower*						100,000	100,000	DF
Water Main Replacement - Central Avenue - Upper*						75,000	75,000	DF
Water Main Replacement - Littleworth Road						100,000	100,000	DF
TOTAL WATER FUND	1,402,500	1,992,500	2,002,500	2,002,500	3,352,500	2,002,500	12,755,000	
COMMUNITY SERVICES - SEWER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Inflow/Infiltration Study/Mitigation	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000	RF
Pump Station Equipment Replace-Maint.	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Sewer Heavy Equipment Replacement	40,000	40,000	40,000	40,000	40,000	40,000	240,000	RF
Sewer Light Vehicle Replacement*	12,500	12,500	12,500	12,500	12,500	12,500	75,000	OB
Sewer Main Replacements - City Wide	150,000	150,000	150,000	150,000	150,000	150,000	900,000	RF
Pump Station Replacement - Leighton Way	350,000						350,000	DF
Pump Station Upgrade - Varney Brook	100,000		1,000,000				1,100,000	DF
Sewer Main - Nelson Street*	150,000						150,000	RF
Sewer Main - Richardson Drive*	50,000	500,000					550,000	DF
Sewer Main Replacement - Floral Avenue/High Ridge*	75,000		750,000				825,000	DF
<u>Sewer Main Replacement - Keating/Birchwood*</u>	50,000		1,000,000				1,050,000	DF
Sewer Main Replacement - Oak/Broadway Area*			750,000				750,000	DF
Pump Station Upgrade - Piscataqua				150,000			150,000	RF
Sewer Inspection Camera						50,000	50,000	OB
TOTAL SEWER FUND	1,852,500	1,577,500	4,577,500	1,227,500	1,077,500	1,127,500	11,440,000	
TOTAL OTHER FUNDS	3,255,000	3,570,000	6,580,000	3,230,000	4,430,000	3,130,000	24,195,000	
TOTAL ALL PROJECTS	37,157,689	43,579,256	37,442,232	12,289,898	13,764,111	11,812,960	156,046,146	



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2014.10.08 – 103**
Resolution Re: **Appropriation For FY2016 Capital Improvements Program – Non-Debt Financed Projects**

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL, THAT:
The following capital outlays are appropriated as part of the FY16 Capital Improvements Program for the purposes so designated and the Finance Director is authorized to transfer the funds from the respective Reserve Funds in the amounts listed.

Item	Description	Appropriation	Funding	Fund
1	Police Vehicle Replacement	\$126,000	General Fund Capital Reserve	Trust
2	Cardiac Monitor & Defibrillators Replacement	120,000	General Fund Capital Reserve	Trust
3	Fire & Rescue Staff Vehicle Replacement	47,500	General Fund Capital Reserve	Trust
4	Public Works Heavy Equipment	200,000	General Fund Capital Reserve	Trust
5	TIP - Traffic Calming Improvements	75,000	Transportation Reserve	Trust
6	TIP - Replace Oak Street Railroad Bridge	35,100	Transportation Reserve	Trust
7	Park Infrastructure Replace/Maintenance	77,500	Park Improvements Reserve	Trust
8	Park Infrastructure Replace/Maintenance	22,500	Park Improvements Reserve	Trust
9	School Curriculum and Upgrade	25,000	School Curriculum Reserve	Trust
10	School Information Tech. Replacement	50,000	School Technology Reserve	Trust
11	Water Exploration	100,000	Water Fund Capital Reserve	Trust
12	Water Heavy Equipment Replacement	40,000	Water Fund Capital Reserve	Trust
13	Water Main Replacement - City Wide	75,000	Water Fund Capital Reserve	Trust
14	Wellhead Protection	100,000	Water Fund Capital Reserve	Trust
15	Water Main Replacement Nelson Street	200,000	Water Fund Capital Reserve	Trust
16	Water Main Replacement Union Street	150,000	Water Fund Capital Reserve	Trust
17	Inflow/Infiltration Mitigation	300,000	Sewer Fund Capital Reserve	Trust
18	Sewer Heavy Equipment Replacement	40,000	Sewer Fund Capital Reserve	Trust
19	Sewer Main Replacements - City Wide	150,000	Sewer Fund Capital Reserve	Trust
20	Sewer Main - Nelson Street	150,000	Sewer Fund Capital Reserve	Trust
	Total	<u>\$2,083,600</u>		

Note: This resolution requires a public hearing and a 2/3 majority vote according to C6-6 of the charter.

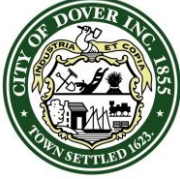
AUTHORIZATION

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#: 12.C.2.

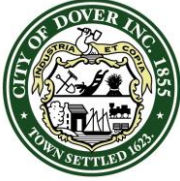
Resolution Number: **R – 2014.10.08 – 103**
Resolution Re: **Appropriation For FY2016 Capital Improvements Program – Non-Debt Financed Projects**

DOCUMENT HISTORY:

First Reading Date: 10/08/2014	Public Hearing Date: 10/22/2014
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#: 12.C.2.

Resolution Number: **R – 2014.10.08 – 103**
Resolution Re: **Appropriation For FY2016 Capital Improvements Program – Non-Debt Financed Projects**

RESOLUTION BACKGROUND MATERIAL:

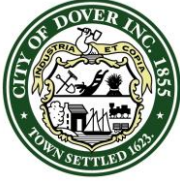
This resolution appropriates reserve trust funds and special revenue funds to finance a portion of the FY16 Capital Improvements Program. In addition, it authorizes the transfer of Reserve Trust Fund moneys.

The following table reflects the amount to be appropriated from the various funds and their projected balances as of 6/30/2015:

Description	Proposed Appropriation	Balance 6/30/2015
Trust Reserve Funds CIP		
General Fund Capital Reserve *	493,500	342,679
Transportation Improvements	110,100	272,080
Parks Improvements Reserve **	77,500	30,349
Recreation Facilities Reserve	22,500	248,882
School Curriculum Reserve	25,000	125,014
School Technology Reserve	50,000	100,010
Water Fund Capital Reserve	665,000	3,015,556
Sewer Fund Capital Reserve	<u>640,000</u>	650,303
Total	2,083,600	

* The General Fund Capital Reserve will have sufficient funds for the appropriations as a transfer from the General Fund of \$575,000 into the reserve is proposed in the CIP FY 2016-2021 to be budgeted during FY2016 as part of the City's Operating Budget.

** The Parks Improvements Capital Reserve will have sufficient funds for the appropriation as a transfer from the Recreation Field Construction (Sand & Gravel) Fund of \$112,500 into the reserve is proposed in the CIP FY 2016-2021 to be budgeted during FY2016.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2014.10.08 – 104**
Resolution Re: **Appropriation For FY2016 Capital Improvements Program and Authorization for Bonding**

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

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

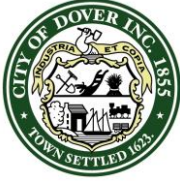
Item #	Description	Proposed Appropriations	Life/Yrs	Department	Fund
1	Intersection Reconstruction - Sixth/Venture Dr	250,000	20	Comm Serv - PW	General
2	Street Reconstruction - Bellamy Road	250,000	20	Comm Serv - PW	General
3	Street Reconstruction - Broadway RR Culvert	2,000,000	20	Comm Serv - PW	General
4	Street Reconstruction - Floral Ave. & Brick St.	250,000	20	Comm Serv - PW	General
5	Street Reconstruction - Keating/Birchwood	1,000,000	20	Comm Serv - PW	General
6	Street Reconstruction - Nelson Street	425,000	20	Comm Serv - PW	General
7	Street Reconstruction - Richardson Drive	550,000	20	Comm Serv - PW	General
8	High School & Dunaway Field Improvements	50,000,000	20	Education	General
9	Regional Career Tech Improvements	7,300,000	20	Education	General
10	Water Main Replacement - Keating/Birchwood	550,000	15	CS - Water	Water
11	Pump Station Replacement - Leighton Way	350,000	20	CS - Sewer	Sewer
12	Pump Station Upgrade - Varney Brook	1,100,000	20	CS - Sewer	Sewer
13	Sewer Main Richardson Drive	550,000	15	CS - Sewer	Sewer
14	Sewer Main Floral Ave/High Ridge	825,000	15	CS - Sewer	Sewer
15	Sewer Main Keating/Birchwood	1,050,000	15	CS - Sewer	Sewer
Total		<u>\$66,450,000</u>			

AND FURTHER BE IT RESOLVED THAT:

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

AND FURTHER BE IT RESOLVED THAT:

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover is hereby authorized to participate in the NH Clean Water State Revolving Fund (CWSRF) Program for financing eligible Sewer Fund projects provided CWSRF funding is available; and the City of Dover is hereby authorized to participate in the NH Drinking Water State Revolving Fund (DWSRF) Program for financing the Water Fund projects provided DWSRF funding is available. The City Manager, Finance Director and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH CWSRF and DWSRF Programs and obtain loans through the program for the two identified projects.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2014.10.08 – 104**
Resolution Re: **Appropriation For FY2016 Capital Improvements Program and Authorization for Bonding**

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

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

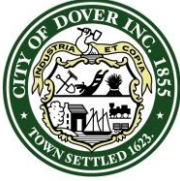
Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

First Reading Date: 10/08/2014	Public Hearing Date: 10/22/2014
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#: 12.C.3.

Resolution Number: **R – 2014.10.08 – 104**
 Resolution Re: **Appropriation For FY2016 Capital Improvements Program and Authorization for Bonding**

RESOLUTION BACKGROUND MATERIAL:

This resolution makes appropriations for the projects of the FY2016 Capital Improvements Program financed by debt and authorizes the sale of bonds.

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

Debt Authorization versus Debt Retirement

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

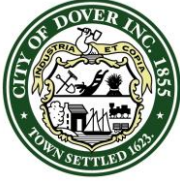
Description	City	School	Water	Sewer	Total
FY2016 Authorization	4,725,000	57,300,000	550,000	3,875,000	66,450,000
FY2016 Retirement	4,556,523	2,262,252	1,154,737	1,209,168	9,182,680
Net Change	168,477	55,037,748	(604,737)	2,665,832	57,267,320

Legal Debt Limits

The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2014 and this authorization, against the legal debt limits.

Description	City	School	Water	DBIDA-IP	DBIDA-IB	Exempt	Total
Debt Outstanding	45,694,305	21,809,216	12,358,176	0	0	30,452,099	110,313,796
Authorized - Unissued	5,712,004	900,000	4,416,367	2,450,000	0	12,298,001	25,776,372
Total Issued & Unissued	51,406,309	22,709,216	16,774,543	2,450,000	0	42,750,100	136,090,168
This Authorization	4,725,000	57,300,000	550,000	0	0	3,875,000	66,450,000
Grand Total	56,131,309	80,009,216	17,324,543	2,450,000	0	46,625,100	202,540,168
Legal Debt Limit	85,422,803	199,319,874	284,742,677	4,000,000	NA	NA	
Unused Capacity	29,291,494	119,310,658	267,418,134	1,550,000			
Percent Unused	34.3%	59.9%	93.9%	38.8%			

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2014.10.08 – 104**
Resolution Re: **Appropriation For FY2016 Capital Improvements Program and Authorization for Bonding**

Multi-Year Projects Proposed Bonding Schedule

The following table summarizes the bonding schedule for the proposed debt authorizations. This table shows that for multi-year projects the issuance of bonds will be done based on cash flow requirements per the projects' proposed segments as presented in the Capital Improvements Program.

Item #	Description	Proposed Appropriations	FY2016	FY2017	FY2018
1	Intersection Reconstruction - Sixth/Venture Dr	250,000	50,000		200,000
2	Street Reconstruction - Bellamy Road	250,000	50,000		200,000
3	Street Reconstruction - Broadway RR Culvert	2,000,000	2,000,000		
4	Street Reconstruction - Floral Ave. & Brick St.	250,000	50,000		200,000
5	Street Reconstruction - Keating/Birchwood	1,000,000	100,000		900,000
6	Street Reconstruction - Nelson Street	425,000	425,000		
7	Street Reconstruction - Richardson Drive	550,000	50,000	500,000	
8	High School & Dunaway Field Improvements	50,000,000	16,000,000	16,000,000	18,000,000
9	Regional Career Tech Improvements	7,300,000		7,300,000	
10	Water Main Replacement - Keating/Birchwood	550,000	50,000	500,000	
11	Pump Station Replacement - Leighton Way	350,000	350,000		
12	Pump Station Upgrade - Varney Brook	1,100,000	100,000		1,000,000
13	Sewer Main Richardson Drive	550,000	50,000	500,000	
14	Sewer Main Floral Ave/High Ridge	825,000	75,000		750,000
15	Sewer Main Keating/Birchwood	1,050,000	50,000		1,000,000
Total		66,450,000	19,400,000	24,800,000	22,250,000

Financial Policy Considerations

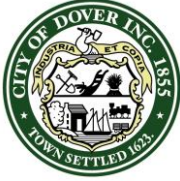
The proposed debt authorizations contained in this resolution will result in two of the City Council adopted Financial Policies not being adhered to:

- A. School District debt shall not exceed 28% of the State of NH legal limit.
- B. General Fund debt service for any given fiscal year shall not exceed 10% of the total appropriations of the General Fund.

School District debt is projected to be over the 28% policy limit starting in FY2016 and continuing through FY2020. The debt service for the proposed Dover High School project is projected to increase General Fund debt service in excess of 10% of total General Fund appropriations starting in FY2016 and continuing through FY2022.

Rate Impacts

The following tables summarize the change from year to year on the Property Tax Rate and the Utility Rates, net of existing debt service and aid, related to the projects proposed to be bonded in FY16. The top table reflects the impact of the new CIP projects only; the second set reflects the combined impact of the new CIP projects and anticipated debt related to prior year authorizations. The rate changes have been adjusted for any amendments to projects from the proposed CIP.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2014.10.08 – 104**
 Resolution Re: **Appropriation For FY2016 Capital Improvements Program and Authorization for Bonding**

CIP Only

Net Change in Property Tax Rates

	2016	2017	2018
City	0.10	0.11	0.11
School	0.67	0.88	0.53
Total Change	0.77	0.99	0.64
Est Tax Rate	27.50	28.49	29.13
% Change City	0.96%	1.05%	1.05%
% Change School	6.22%	7.69%	4.55%
% Change Total	2.88%	3.60%	2.31%

CIP Only

Net Change in Utility Rates

	2016	2017	2018
Water	0.03	0.10	0.12
Sewer	0.07	0.14	0.33
Total Change	0.10	0.24	0.45
Est Utility Rate	12.03	12.27	12.72
% Change Water	0.64%	2.00%	2.37%
% Change Sewer	0.97%	1.92%	4.47%
% Change Total	0.84%	2.00%	3.70%

Including Prior Year Authorizations

Net Change in Property Tax Rates

	2016	2017	2018
City	0.16	(0.02)	0.01
School	0.61	0.81	0.49
Total Change	0.77	0.79	0.50
Est Tax Rate	27.50	28.29	28.79
% Change City	1.54%	-0.19%	0.10%
% Change School	5.66%	7.11%	4.23%
% Change Total	2.88%	2.87%	1.82%

Including Prior Year Authorizations

Net Change in Utility Rates

	2016	2017	2018
Water	(0.03)	0.04	0.44
Sewer	0.22	0.36	0.95
Total Change	0.19	0.40	1.39
Est Utility Rate	12.12	12.52	13.91
% Change Water	-0.60%	0.81%	8.80%
% Change Sewer	3.04%	4.83%	12.50%
% Change Total	1.59%	3.30%	11.27%

Rate per \$1,000 of Assessed Value

Rate per 100 Cubic Feet of Water Consumption

The table below reflects the net change from year to year, and the total change after 3 years, for an average single family home for taxes and user fees, based on the FY15 assessed value at \$263,220 with 75 HCF of average water usage.

Impact to Average Single Family Home

Description	Yr1	Yr2	Yr3	Change After 3 Years
CIP Only				
Property Tax	203	261	168	632
Water Fees	2	8	9	19
Sewer Fees	5	11	25	41
Total Avg SFH Impact	210	279	202	691
Including PY Authorizations				
Property Tax	203	208	132	542
Water Fees	(2)	3	33	34
Sewer Fees	17	27	71	115
Total Avg SFH Impact	217	238	236	691



APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check (v) the type of application:

RAFFLE* [checked], 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: Cochecho Valley Humane Society
Federal Tax ID number for Organization: 22-2561784

Check (v) Nature of Organization:

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

Contact Person: Alaina Goodnough Day Time Telephone: 603-749-5322 ext. 113
Address: 262 County Farm Rd, Dover Email: devassist@cvhsonline.org
Purpose of Permit: holding raffle at "Noche Mexicana" night at Margaritas
Date of Event: Nov 13, 2014 Specific Time: 4pm until close (around 10pm)
Location of Event: margaritas, 23 members way, Dover

RAFFLE PERMIT ONLY

Prize (s) To Be Awarded: Bruins tickets
Cost of Ticket: \$1 or 6 for \$5 Date of Drawing: Nov 14th, 2014
Place of Drawing: Cochecho Valley Humane Society, 262 County Farm Rd, 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. 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: 10/21/14

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: Alaina Goodnough DATE: 10/9/14



APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check (v) 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: Great Bay FIGURE SKATING CLUB
Federal Tax ID number for Organization: 23-7430844

Check (v) Nature of Organization:

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

Contact Person: Gretchen Browne Day Time Telephone: 603-781-1485
Address: 8 Hampshire Ave Durham Email davegretchen3@gmail.com
Purpose of Permit: raffle for fundraising among skating families and guests
Date of Event: 12/13/14 - 1/3 Specific Time: 11:30 am
Location of Event: Dover Ice Arena

RAFFLE PERMIT ONLY

Prize (s) To Be Awarded: Gift baskets and certificates from local businesses
Cost of Ticket: \$1.00 Date of Drawing: 1/3/15
Place of Drawing: Dover Ice Arena

* 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

PARADE PERMITS 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] Acting Date: 10/25/11

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: 10/27/14



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: Great Bay Figure Skating Club
Federal Tax ID number for Organization: 23-7430844

Check (✓) Nature of Organization:

Religious [blank], Educational [blank], Charitable [blank], Civic [blank], Sports [checked], Veterans [blank], Fraternal or Political [blank], Other [blank]
(Describe) 50/50 raffle for ice skating show

Contact Person: Karen Benedetti Day Time Telephone: 603-988-7364
Address: 119 Cottonwood Drive Dover Email: k.benedetti@comcast.net
Purpose of Permit: raffle among skating family and guests at show
Date of Event: 12/13/14 Specific Time: 11 am
Location of Event: Dover Ice Arena

RAFFLE PERMIT ONLY

Prize (s) To Be Awarded: 50% of proceeds collected from all ticket sales
Cost of Ticket: \$1 Date of Drawing: 12/13/14
Place of Drawing: Dover Ice Arena

* 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

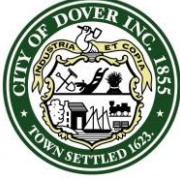
***NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT

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

Licensing Board Approval [Signature] Date: 10/29/14

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: 10/27/14



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2014.11.12 – 119**
Resolution Re: Operating Rules for Parking Commission

WHEREAS: The Parking Commission wishes to update its Operating Rules; and

WHEREAS: The Parking Commission reviewed and adopted the proposed Operating Rules at its meeting held on October 21, 2014.

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

The City Council approves the Operating Rules for the Parking Commission as adopted by the Parking Commission on October 21, 2014.

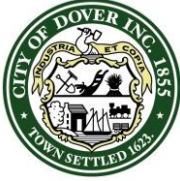
AUTHORIZATION

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.A.4.

Resolution Number: **R – 2014.11.12 – 119**
Resolution Re: Operating Rules for Parking Commission

DOCUMENT HISTORY:

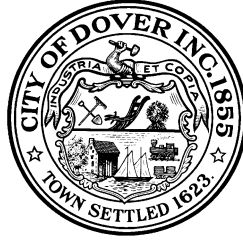
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

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.		

RESOLUTION BACKGROUND MATERIAL:

See attached Operating Rules for the Parking Commission



PARKING COMMISSION OPERATING RULES

Article I. Name

The name of the commission is the Dover Parking Commission.

Article II. Purpose, Authority, Duties and Termination

- A. The purpose and authority of this commission is to fulfill the obligations set forth in Dover Code, Chapter 3, Article IV, Boards and Commissions, Section 3-73 and attached herein by reference.
- B. Termination of this commission shall follow process and procedures outlined in Dover Code, Chapter 3, Article IV, Boards and Commissions.

Article III. Membership

- A. **Membership.** There shall be seven (7) members on the commission. In addition, there will be a City Council member to serve as a liaison in a non-voting capacity.
- B. **Vacancies.** Vacancies shall be filled in the same manner as the original appointments.
- C. **Attendance.** Upon failure of any member to attend three (3) consecutive meetings, the Chair shall notify the Dover City Council. The commission may recommend to the Dover City Council that the appointment of the member be terminated and the position be declared vacant.

Article IV. Officers and Staffing

- A. **Officers.** The officers consist of a Chair and Vice Chair who shall be selected by the membership and who shall serve at the pleasure of the membership for one-year terms. Officers may be re-elected.
- B. **Duties of the Chair.** The Chair shall have general supervisory and directional powers over the commission. The Chair shall preside at all commission meetings and set the commission's agenda. The Chair shall also be an ex-officio member of all subcommittees and shall be the sole spokesperson for the commission, unless this responsibility is delegated in writing.
- C. **Vice Chair.** The Vice Chair shall execute all powers of the Chair in the absence of the Chair.
- D. **Staff.** The City of Dover may provide staff support to the commission for meeting notification, typing, copying, and information gathering to the extent permitted by the city budget. All staff shall remain under the direction of the employer.

Article V. Procedures

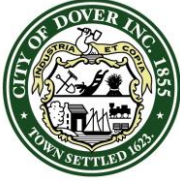
Adopted by the Commission on October 21, 2014

Approved by the Dover City Council on _____

- A. **Meetings.** The commission shall hold regular meetings on the third Tuesday of each month at 8:30 am in City Hall unless otherwise scheduled by the Chair. All meetings of the commission and subcommittees shall be posted to comply with state law. State law requires all meetings to be posted in two (2) places with a minimum of twenty-four (24) hours notice.
- B. **Quorum.** Four (4) members present of the voting membership of the commission shall constitute a quorum.
- C. **Parliamentary Authority.** The parliamentary authority for the commission is *Robert's Rules of Order Revised, 11th edition*, except as provided by these rules or local, state or federal law.
- D. **Minutes.** Minutes shall be kept for all meetings of the commission. The minutes shall include the names of the members in attendance, all actions, motions and resolutions coming before the public body including the votes of the members, and a summary of all discussions. Draft minutes shall be provided to the City Clerk within five (5) business days of each meeting for posting on the city website in draft form. Draft minutes shall be clearly marked "DRAFT". Draft minutes with or without revisions shall be approved by the commission at the next meeting of the commission, or as soon as possible. Final approved minutes shall be provided to the City Clerk for posting on the city website.
- E. **Recording of Meetings.** The commission shall arrange for video recording at all meetings. If video is not available, meetings shall be recorded using audio equipment. All recordings shall be provided to the City Clerk within five (5) business days of the meeting.
- F. **E-mail accounts.** Commission members may obtain a City of Dover e-mail address to facilitate communications regarding meetings, agendas and the dissemination of information. Commission members shall refrain from using e-mail to discuss issues with other members where the e-mail discussion directly or indirectly involves a quorum of the commission. In addition, commission members shall refrain from conducting the official business of the commission outside the view of the public and the press unless permitted by state law.
- G. **Nonpublic meetings.** The commission may conduct nonpublic meetings pursuant to the laws of the State of New Hampshire. The Chair shall conduct nonpublic meetings utilizing the Checklist prepared by City Attorney for nonpublic meetings.
- H. **Amendment of Rules.** These rules may be repealed or amended by a vote of the Dover City Council based upon the recommendation of the commission.

Adopted by the Commission on October 21, 2014

Approved by the Dover City Council on _____



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2014.11.12 – 120**
Resolution Re: Award of Bid B14074 Professional Engineering Services for Water Systems Facility Upgrades

WHEREAS: A sealed Request for Qualifications (RFQ) B14074 was issued and received for Professional Engineering Services for Water Systems Facility Upgrades on July 9, 2014 at 11:00 am; and

WHEREAS: Four firms replied and interviews were conducted on August 3, 2014 with representatives from all four firms. The evaluating committee, made up of the Community Services Director, Superintendent of Public Works and Utilities, the Utilities Process Chief Operator and the Purchasing Agent, unanimously selected Underwood Engineers of Portsmouth as the top ranked firm for this project. Negotiations for costs began and a mutually satisfactory rate not to exceed \$50,900 was reached for Preliminary Design and Preliminary Well Management Plan services; and

WHEREAS: To be eligible for State of NH funding through the Drinking Water State Revolving Fund, the city followed the RFQ guidelines set by the state for professional engineering services.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Underwood Engineers of Portsmouth NH for preliminary design and preliminary well management plan in the amount not to exceed \$50,900.00. The amount of this authorization shall be limited so as not to exceed available funding.

The City Manager, or designee, is hereby authorized to finalize contract language with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

Financing

Account	Description	Appropriation	Balance
5300.1.3000.43320.4725.03550.15	Water Systems Facility Upgrades	3,000,000	3,000,000

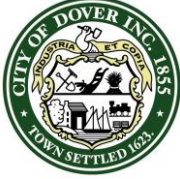
AUTHORIZATION

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.A.5.

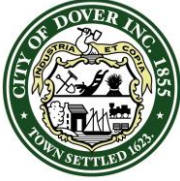
Resolution Number: **R – 2014.11.12 – 120**
Resolution Re: Award of Bid B14074 Professional Engineering Services for Water Systems Facility Upgrades

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.A.5.

Resolution Number: **R – 2014.11.12 – 120**

Resolution Re: Award of Bid B14074 Professional Engineering Services for Water Systems Facility Upgrades

RESOLUTION BACKGROUND MATERIAL:

The City of Dover’s Community Services Department, Utilities Division requested the submission of Statements of Qualifications from full service engineering firms to provide services for water system facilities upgrades including but not limited to, eight wells and three water treatment facilities. These Statements of Qualifications will assist in the selection of an engineering firm for professional engineering services for water systems facilities upgrades.

The selected vendor will review the June 2011 Water Systems Facility Plan developed by Wright-Pierce Engineers to include improvements and recommendations that have been prioritized based on projected growth of the water system. Improvements are broken down in the following three categories:

- Short-term Improvements (High Priority)
- Intermediate-term Improvements (Medium Priority)
- Long-term Improvements (Low Priority)

The plan established a list of recommended updates to building architecture and structural problems, chemical handling and storage, site related access and drainage, rectify code deficiencies, preliminary size on-site standby power generators, security, replace or add instrumentation and address any workplace safety / health concerns.

The focus of the study was to record the status of non-distribution pipe / appurtenance physical assets of the water system. Wright-Pierce has mapped the well supplies, treatment plants and ancillary buildings along with the Garrison Hill water storage tank. From the inventory data a Facilities Plan was developed that guides the City in re-capitalizing the assets for future budgets within the planning period. Tasks and topics discussed in the report include:

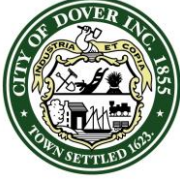
- | | |
|---------------------------|---|
| Existing Infrastructure | Architectural Systems |
| Structural Systems | Heating Ventilating and Air condition (HVAC) Syst |
| Plumbing and Gas Systems | Code Compliance and Standards Non-Conformance |
| Backwash Waste Management | On-Site Standby Power |
| Energy Efficiency | Facility Project Cost Estimates |
| Work Place Safety | Chemical Handling |

Bid Information:

B14074 Request for Qualifications for Professional Engineering Services for Water Systems Facility Upgrades

Award Information:

A purchase order will be issued to the vendor selected to authorize future expenditures. A draft contract is attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2014.11.12 – 120**

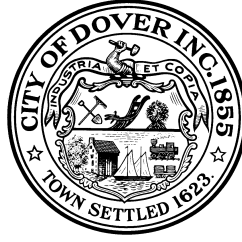
Resolution Re: Award of Bid B14074 Professional Engineering Services for Water Systems Facility Upgrades

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	206	Number of Responses:	4
Warranty:	n/a	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Completed	Estimated Delivery:	As needed
Recommended Award to:	Underwood Engineers	Fund:	Water
Other Approvals Required:	State NH if using DWSRF	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – RFQ Results
 Exhibit B – Vendor Solicitation List
 Exhibit C – Draft Agreement Documents

DANIEL R. LYNCH
Finance Director
d.lynch@dover.nh.gov



288 Central Avenue
Dover, New Hampshire 03820-4169

(603) 516-6030
Fax: (603) 516-6097
www.dover.nh.gov

ANN M. LEGERE, CPPB
Purchasing Agent
a.legere@dover.nh.gov

City of Dover, New Hampshire
OFFICE OF THE FINANCE DIRECTOR

RFQ Results
Engineering Svs for Water Systems Facility Upgrade
#B14074

<i>Vendor</i>
Wright-Pierce 230 Commerce Way Portsmouth NH
Underwood Engineers 25 Vaughan Mall Portsmouth NH
Weston & Sampson 100 International Dr Portsmouth NH
Hazen and Sawyer 24 Federal St Boston MA

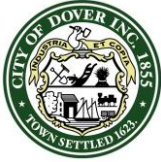
B14074	Engineering firms		Email address - other
First name	Last name	Company	
Ingo	Roemer	186 Communications, LLC	iroemer@186comm.com
Robert	Phillips	AAA Pump Service	rob@aaapumpservice.com
David	Walker	Acadia Environmental Technology	dwalker@acadiaenvironmental.com
Nathan	Johnson	AECOM	nathan.johnson@aecom.com
Al	Pratt	AECOM	al.pratt@aecom.com
Art	Guadano	AG Architects, PC	art@agarchitects.com
Philip	Bennett	Alba Architects LLP	pbennett@albaarchitects.com
Anne	Crooker	Allen & Major Associates, Inc.	acrooker@allenmajor.com
John	Chagnon	Ambit Engineering	jrc@ambitengineering.com
Kevin	Madden	Appledore Engineering	aeigovt@appledoreeng.com
Jennifer	Viarengo, I	Appledore Engineering	jviarengo@appledoreeng.com
Joseph	Persechini	Appledore Engineering, Inc.	jpersechino@appledoreeng.com
Gregg	Mikolaitis	Appledore Engineering, Inc.	gmik@appledoreeng.com
John	Kubiczki	ATC Associates Inc.	john.kubiczki@atcassociates.com
Kenneth	Wood, PE,	Attar Engineering, Inc.	ken@attarengineering.com
Christian	Smoth	Beals Associates PLLC	csmith@bealsassociatesnh.com
Todd	Neal	Becker Structural Engineers, Inc.	todd@beckerstructural.com
Robert	Baskerville	Bedford Design Consultants, Inc.	robb@bedforddesign.com
Kenneth	Berry, LLS	Berry Surveying & Engineering	kberry@berrysurveying.com
Heather	Storlazzi W	Boyle Associates	heather@boyleassociates.net
Faye	LaRochelle	Brown and Caldwell	flarochelle@brwnncald.com
Trish	Martin	BurrellesLuce	tmartin@burrellesluce.com
Ronald	Guerin	Calex Environmental	office@calexenvironmental.com
Raja	Khanna	California Property Management	raja.r.khanna@gmail.com
Paul	Careno	Careno Construction Co.	build@carenoconstruction.com
Tim	Fountain	Cartographic Associates, Inc.	tfountain@cai-info.com
David	Polcari	CDM	polcaridg@cdm.com
Dave	Polcari	CDM	cookinhamrd@cdm.com
Kevin	Gendreau	CES, Inc.	kgendreau@ces-maine.com
William	Ashford	CHA Consulting, Inc.	bashford@chacompanies.com
Sharon	Hansbury	CHA Consulting, Inc.	shansbury@chacompanies.com
Susan	Fay	CHA, Inc.	sfay@chacompanies.com
Jay	Chrystal	Chemserve	sales@chemservelab.com
Lois	Christiansen	Christiansen & Sergi Inc.	lois@csi-engr.com
Donna	Ulbricht	Christopher Williams Architects	dulbricht@cpwarchitects.com
Ann	Legere	City of Dover	a.legere@dover.nh.gov
Glen	Cote	Civil and Environmental Consultants, Inc.	gcote@cecinc.com
Jay	Stephens,	CIVIL CONSULTANTS	jay@civcon.com
Randi	DuBois	CIVIL CONSULTANTS	randi@civcon.com
Christophe	Mende	CIVIL CONSULTANTS	chris@civcon.com
Dana	Lynch, P.E	Civilworks, Inc.	civilworksdoover@comcast.net
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Eileen	Pannetier	Comprehensive Environmental Inc.	epannetier@ceiengineers.com
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Ted	Blaicher	Construction Journal	Ted.Blaicher@constructionjournal.com
Bob	Morin	Construction Summary Of NH	info@constructionsummary.com
Marc	Jacobs	Consulting Environmental Scientist	jacobs2wetsoil2004@yahoo.com
Steven	Migradichian	Corporate Environmental Advisors, Inc.	smigradichian@cea-inc.com
Bill	Hopper	Corporate Environmental Advisors, Inc.	whopper@cea-inc.com
Gary	Goudreau	Cowan Goudreau Architects, PLLC	gary@cgarchs.com
Danielle	Smith	CSI Engineering	danielle@csi-engineers.com
Keith	Cannizzaro	CSI Engineering, LLC	kcannizzaro@csi-engineers.com
Danna	Truslow	D.B. Truslow Associates	d.truslow@comcast.net
William	Davis AIA	Davis Goudreau Architects Inc.	kelly@davisgoudreau.com
Alissa	Del Tufo	Del Tufo Corporation	adeltufo@comcast.net
William	Hoffman, F	Deluca-Hoffman Associates, Inc.	cdaniell@delucahoffman.com

Adam	Wagner	DeStefano Architects	awagner@destefanoarchitects.com
Daniel	Koravos	DK Engineering Associates, Inc.	dan@dkengr.net
nancy	brown	Dodge Report	nancy.brown@mhfi.com
William	Doucet	Doucet Survey, Inc.	email@doucetsurvey.com
Monique	Gerbex	DuBois & King, Inc.	mgerbex@dubois-king.com
Charles	Goodling, I	DuBois & King, Inc.	cgoodling@dubois-king.com
Roger	Ward	Dufresne Group	rward@dufresnegroup.com
Jennifer	Fullerton	Dufresne Group	jfullerton@dufresnegroup.com
Kenneth	Knowles	Eaglebrook Engineering & Survey LLC	kknowles@eaglebrookeng.com
Jennifer	Jurta	Eastern Analytical, Inc.	jennj@eailabs.com
Preston	Hunter	Eckman Construction	hunterp@eckmanconstruction.com
Roger	Appleton	Eckman Engineering, LLC	r.appleton@eckmanengineering.com
Eduardo J	Chaviano,	EJC Engineers, LLC	echaviano@ejcengineers.com
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Trish	Densham	Engineering Ventures, PC	trishd@engineeringventures.com
Monica	Blair	Environmental Compliance Services, Inc.	mblair@ecsconsult.com
Russell	Lagueux, F	EnviroSense, Inc.	rlagueux@envirosense.com
Lisa	Skotz	Fay, Spofford & Thorndike	lskotz@fstinc.com
Peter	Howe, P.E	Fay, Spofford & Thorndike, LLC	phowe@fstinc.com
Deb	Mayo	FB Environmental Associates	debm@fbenvironmental.com
Todd	Coffin	GEI	tcoffin@geiconsultants.com
Michael	Bramhall	GeoInsight	mlbramhall@geoinc.com
Michael	Webster	GeoInsight, Inc.	mjwebster@geoinc.com
Michael	Penney, P.	GeoInsight, Inc.	info@geoinc.com
peter	frank	GeoInsight, Inc.	pdfrank@geoinc.com
Craig	Hanson	Geosphere Environmental Management, Inc	chanson@geospherenh.com
Steven	Roy	Geosyntec Consultants, Inc	sroy@geosyntec.com
Darren	Blood, P.E	GM2 Associates, Inc.	dblood@gm2inc.com
Richard	Wesenberg,	Golder Associates	rwesenberg@golder.com
Ross	Bennett	Golder Associates	rbennett@golder.com
Molly	Casto	Gorrill Palmer	mcasto@gorrillpalmer.com
Tom	Gorrill	Gorrill Palmer Consulting Engineers	tgorrill@gorrillpalmer.com
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Donna	Rinaldi	Greater Dover Chamber of Commerce	info@dovernh.org
Jason	LaBranche	Green Environmental Inc.	jlabranche@greenenvironmental.com
Lisa	Cohen	Green Mountain Communications, Inc.	w.solutions@greenmtncomm.com
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Joseph	Johnson	Greenman-Pedersen, Inc.	jjohnson@gpinet.com
Emil	Skoglund,	Greenman-Pedersen, Inc.	eskoglund@gpinet.com
Greg	West	Greg West Photography	greg@gregwestphotography.com
James	Wieck, P.C	GZA GeoEnvironmental, Inc.	james.wieck@gza.com
Ed	Bergeron	H.E. Bergeron Engineers, Inc.	elajoie@hebengineers.com
Stephen	Haight	Haight Engineering, PLLC	shaight@haighteng.com
Robert	Mullin	Haley & Aldrich, Inc.	rmullin@haleyaldrich.com
Karen	Schacht	Harriman	kschacht@harriman.com
Deborah	Mahoney	Hazen and Sawyer	dmahoney@hazenandsawyer.com
Staci	Villa	HKT Architects, Inc.	svilla@hktarchitects.com
Donna	Holden	Holden Engineering & Surveying, Inc.	hes@holdenengineering.com
Stephen	LaFrance	Horizons Engineering, Inc.	jwarzocha@horizonsengineering.com
Kristopher	Houle	Horsley Witten Group	khoule@horsleywitten.com
Kristopher	Houle	Horsley Witten Group	kmhoule@gmail.com
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Jennifer	Pelletier	Hoyle, Tanner & Associates, Inc.	jpelletier@hoyletanner.com
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Jack	McKenna	HYDROTERRA Environmental Services LLC	hydroterr@aol.com
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Jamie	Boilard	Interstate Electrical Services Corporation	jboilard@iesc1.com
Jeffrey	Hyland	Ironwood design group	jhyland@fewood.com
Nicholas	Isaak	Isaak Design PLLC	nick@isaakdesign.com

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Samantha	Richwine	isqft	boston@isqft.com
Michael	Desrocher	Jacobs Engineering Group, Inc.	mike.desrochers@jacobs.com
Jeffrey	Taylor	Jeffrey H. Taylor & Associates	jtaylor@jhtplanning.com
Stephen	Jesseman	Jesseman Associates, P.C.	shjesseman@jesseman.com
Daniel	O'Neil	JMMO Company,LLC	dponeil@myfairpoint.net
John	Brennan	John T Brennan & Associates, Architects	jbrennan@jtbarchitects.com
Curtis	Morrill	John Turner Consulting	curtism.consultjtc@gmail.com
John	Turner	John Turner Consulting, Inc.	john.t@consultjtc.com
Vanessa	Jette	Jones & Beach Engineers, Inc.	jbe@jonesandbeach.com
James	Smith	JPS & Associates	jps908@comcast.net
Hossein	Salehkhoul	JSN Associates, Inc.	hossein@jsneng.com
Bud	Finnemore	JTI Site Development	bud-jti@maine.rr.com
Kenneth	Costello	Ken Costello Design, LLC	kennethdcostello@gmail.com
Marc	Morin	Kleinfelder	MMorin@kleinfelder.com
Bjorn	Lake	Kleinschmidt	bjorn.lake@kleinschmidtusa.com
John	Diego	Leggette, Brashears & Graham, Inc	jdiego@lbgvt.com
Eileen	Stanley	Lenard Engineering, Inc.	stanley@lenard-eng.com
Bruce	Lewis	Lewis Water Services	lewis.h2o@comcast.net
Brian	Raynes	Little Bay Broadcast Services, Inc	becky@littlebay.tv
Sally	Turner	Louis Berger Group, Inc.	seturner@louisberger.com
Kagen	Weeks	Loureiro Engineering Associates, Inc.	kaweeks@loureiro.com
Michael	Redding	Loureiro Engineering Associates, Inc.	mjredding@loureiro.com
Richard	Barthelme	Lynnfield Engineering, Inc.	rbarthelme@lynnfieldeng.com
thomas	adem	makrotech	thomasadem@gmail.com
Kim	Peirce	Martini Northern	kpeirce@martininorthern.com
Kevin	McEneaney	McEneaney Survey Associates, inc	kev425@aol.com
Brandon	Holben	McHenry Architecture	brandon@mchenryarchitecture.com
Jeremiah	Johnson	McHenry Architecture	jeremiah@mchenryarchitecture.com
Mike	Hammer	Meridian Land Services, Inc.	MJHammer@MeridianLandServices.com
Frank	Monteiro	MHF Design Consultants, Inc.	fcm@mhfdesign.com
Mark	Arenberg	Middleton Building Supply	mark.arenberg@comcast.net
Henry	Boyd, Jr.	L Millennium Engineering, Inc.	hboyd@mei-nh.com
John	Adams, P.	Milone & MacBroom	johna@miloneandmacbroom.com
Julie	Maru	Milone & MacBroom, Inc.	juliem@miloneandmacbroom.com
Michael	Sievert, PE	MJS Engineering, PC	mjs@mjs-engineering.com
Steve	Oles	MSC Civil Engineers & Land Surveyors	cwilson@mscengineers.com
Colin	Serpa	MSC Civil Engineers & Land Surveyors, Inc	cserpa@mscengineers.com
Corey	Colwell	MSC Civil Engineers & Land Surveyors, Inc.	ccolwell@mscengineers.com
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James	Vernon, P	Nobis Engineering, Inc.	jvernon@nobisengineering.com
Shelley	Ryan	Nobis Engineering, Inc.	sryan@nobiseng.com
Ralph	Noblin	Noblin & Associates, L.L.C.	rnoblin@noblinassoc.com
Stephen	Lee	Normandeau Associates, Inc.	slee@normandeau.com
Jim	Fisher	Northeast Civil Solutions, Inc.	jim.fisher@northeastcivilsolutions.com
Kevin	Leonard, F	Northpoint Engineering, LLC	kevin@northpointeng.com
Arthur	Nickless	Norway Plains Associates, Inc.	anickless@norwayplains.com
Devon	Tillotson	Oak Point Associates	dtillotson@oakpoint.com
Kim	Roseberry	Oak Point Associates	kroseberry@oakpoint.com
Lynn	Lamontagne	Oak Point Associates	llamontagne@oakpoint.com
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Jason	Pohopek	Pohopek Land Surveyors	j46p@yahoo.com
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Natalie	Starling	Tritech Engineering Corporation	nas@tritecheng.com
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Julie	Merrill	Yates Electric Service, Inc.	julie.merrill@yates-electric.com



CITY OF DOVER

288 CENTRAL AVENUE
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603.516.6000

ENGINEERING DESIGN AGREEMENT

THE CITY OF DOVER, a municipal corporation, 288 Central Avenue, Dover, New Hampshire 03820 and **UNDERWOOD ENGINEERS, INC.** a New Hampshire corporation of 25 Vaughan Mall, Portsmouth, New Hampshire 03801 who for valuable consideration agree as follows (the “Agreement”):

1. **Purpose.** This Agreement refers to and incorporates the provisions of a Request for Qualifications RFQ #B14074 entitled "Professional Engineering Services for Water Systems Facilities Upgrades" issued by the City of Dover. Specifically, this Agreement is for the preliminary design phase engineering for Water System Facilities Improvements.
2. **Agreement Documents.** The Agreement shall include and consist of the following documents (the “Agreement Documents”):
 - a. Agreement (5 pages);
 - b. RFQ #B14074 issued by the City of Dover (7 pages);
 - c. Exhibit A Scope of Services dated October 20, 2014 (5 pages);
 - d. Exhibit B Standard Billing Rates dated February 12, 2014 (1 page);
 - e. Exhibit C Additional Provisions (2 pages).
3. **Scope of Services.** The Vendor shall perform all work specified and required by the Agreement Documents listed in section 2. Should there be inconsistencies between the terms of any of the Agreement Documents, precedence shall be as follows: 1) the Agreement; 2) the terms of RFQ #B14074; 3) response of the Vendor; and 4) any Exhibits.
4. **Changes in the Cost of the Work and the Scope of Services.** Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work.
5. **Term.** The Vendor shall commence work upon the execution of this Agreement and issuance of a Purchase Order by the City of Dover. All services to be performed under this Agreement shall become effective upon the signing of the Agreement. The end of services shall be 295 days from the Notice to Proceed.
6. **Cost and Payment.** The City of Dover shall pay the Vendor an amount not to exceed FIFTY THOUSAND NINE HUNDRED (\$50,900.00) DOLLARS. The City of



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Dover shall pay the Vendor within thirty (30) days upon performance and presentation of an invoice supplied by the Vendor detailing the work performed.

7. **Insurance.**

- a. The Vendor shall secure and maintain for the duration of this Agreement a General Liability Insurance policy or policies at no cost to the City of Dover. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. An insurance certificate shall be supplied to the City of Dover by the Vendor. The City of Dover shall be named as an additional insured on the policy. A condition of the insurance coverage shall be thirty (30) days notice to the City of Dover upon cancellation of the policy. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- b. The Vendor shall secure and maintain for the duration of this Agreement Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by the Vendor in connection with this Agreement at no cost to the City of Dover. The coverage of said insurance policy shall be in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of at least One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence. An insurance certificate shall be supplied to the City of Dover by the Vendor. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- c. By signing this Agreement, the Vendor agrees, certifies, and warrants that the Vendor is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

8. **Indemnification.** To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death or, injuries, or damages to any person, or damage or destruction of any property, in connection with the Vendor's services, in whole or in part, under this Agreement to the extent caused by, or alleging, the negligent acts, errors, or omissions of the Vendor or its officers, directors, employees, agents or independent professional



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associates, or any of them. This covenant shall survive the termination of this Agreement.

9. **Warranty:** The Vendor shall perform the work within the Scope of Services commensurate with the standard of the trade/industry involved in the performance of this Agreement. In connection with the performance of the Scope of Services, the Vendor shall comply with all statutes, laws, regulations, and applicable orders, whether federal, state, or local.
10. **Ownership of documents.** The City of Dover shall retain ownership of the documents and designs, if any, prepared for the City of Dover by the Vendor pursuant to the provisions of this Agreement to the extent the Vendor has been paid for the services to prepare the documents and designs.
11. **Dispute resolution.** Both parties are entitled to all available legal and equitable remedies within the jurisdiction of the courts of the State of New Hampshire. Venue shall be Strafford County.
12. **Termination.** The City of Dover may terminate this Agreement without cause upon thirty (30) days written notice subject to an obligation to pay for services satisfactorily rendered. Warranties shall not be subject to termination.
13. **Binding.** This Agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.
14. **Waiver of breach.** No failure by the City of Dover to enforce any provisions of this Agreement shall be deemed a waiver of its rights under this Agreement.
15. **Applicable law.** This Agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.
16. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City of Dover and the Vendor any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City of Dover or the Vendor shall be for the sole and exclusive benefit of the City of Dover and the Vendor.



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17. **Review.** The parties to this Agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.
18. **Personnel.** The Vendor shall at its own expense provide all personnel necessary to perform the work under this Agreement. The Vendor warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.
19. **Assignment/Delegation/Subcontracts.** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the City of Dover. None of the services shall be subcontracted by the Vendor without the prior written consent of the City of Dover.
20. **Contractor's Relation to the City of Dover.** In the performance of this Agreement the Vendor is in all respects an independent contractor and is neither an agent nor an employee of the City of Dover. Corporations must be in good standing with the Secretary of State's Office in the state of incorporation and registered to conduct business in the State of New Hampshire.
21. **Confidentiality.** Confidentiality of information/data held by the City of Dover under this Agreement shall be governed by New Hampshire RSA Chapter 91-A.
22. **Amendment.** This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.
23. **Construction and Headings.** The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. The headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
24. **Notice.** Any notice by a party hereto to the other party to this Agreement shall be provided as follows:

To City of Dover
J. Michael Joyal, Jr., City Manager
288 Central Avenue
Dover, NH 03820

To Underwood Engineers, Inc.
Keith A. Pratt, President
25 Vaughan Mall
Portsmouth, NH 03801



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25. **Severability.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

26. **Entire Agreement.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

Signatures To Follow.

UNDERWOOD ENGINEERS, INC.

Keith A. Pratt, President, Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date

EXHIBIT "A"

SCOPE OF SERVICES *Water Facilities Improvements* **PRELIMINARY DESIGN PHASE**

City of Dover, New Hampshire
October 20, 2014

PROJECT UNDERSTANDING

Underwood Engineers (UE) will provide professional engineering services for the city of Dover for improvements to its water system facilities (well pumping stations, treatment facilities, artificial recharge facilities, storage tanks, and booster pumping station) excluding water mains.

The City's *Water System Facilities Plan* (June 2011 by Wright-Pierce) identifies recommended improvements to the water system facilities based on age and condition, worker safety, process efficiency, energy efficiency, and code and standards compliance. Recommended improvements are grouped by priority into Short-Term, Intermediate-Term and Long-Term as summarized below:

Short-Term	\$2.7 million
Intermediate-Term	\$2.8 million
Long-Term	<u>\$3.5 million</u>
TOTAL	\$9.0 million

However, the City recognizes the need to confirm the priorities prior to proceeding with final design and construction. The Preliminary Design Phase will allow UE and the City to confirm and/or refine the prioritized list of improvements and define the project or projects that will be designed and constructed.

Goals include:

- Consider the "big picture". Some facilities will be affected by pending projects, and any current improvements to these facilities need to consider and make provisions for future changes. Certain supplies may not warrant heavy investments if they are less critical to the City's overall water supply needs.
- Confirm and update the condition of facilities, since the report is over three years old.
- Reprogram the order/phasing of improvements (for example, group by facility or type) to realize cost efficiencies in design and construction, if possible.
- Identify cost effective solutions.
- Correct worker safety and code violations.
- Identify a first phase of improvements to fit the City's budget. We understand the City has budgeted \$3.0 million in the CIP for the initial phase.

SCOPE OF WORK

Underwood Engineers will provide the following professional engineering services:

Task 1 – Preliminary Design

Meetings and Work Session

- Coordinate and attend up to three (3) meetings as follows:
 - *Kick-off* meeting with City officials to review project goals.
 - *Operator's Meeting* with water system operators to discuss their concerns and desired project outcomes.
 - *Work Session* with City and NHDES to present findings and draft technical memo and discuss City and NHDES comments.

Site Visit and Asset Inventory

- Conduct a site visit to each facility to confirm the current status and/or identify changes since the 2011 *Facilities Plan* was issued.
- Update the City's Asset Inventory Data Sheets based on observations made during the site visits.

Evaluation

UE, in conjunction with the City, will confirm/refine recommended improvements and project phasing as follows:

- Evaluate supply requirements based on available data:
 - Summarize water production and consumption for the past 5 years.
 - Consider effect of the large leak the City repaired mid-2013.
 - Project future water demand to 20 years for average day and maximum day.
 - Summarize capacity of existing supplies to meet existing and projected average day and maximum day demands. Capacity of supplies will be based on the 2011 *Facilities Plan* unless additional information is available.
 - Consider effect on supply capacity of Willand Pond Wells, Griffin Replacement Well, and Barbados Pond water levels.
 - Compare supply requirements with supply capacity.
- Consider coordination of infrastructure improvements with other pending capital projects such as noted below. Planning level costs for these pending projects will be incorporated into the CIP if provided by the City.
 - The potential for Willand Pond Wells to be connected to the Lowell Avenue WTF.
 - Griffin Replacement Well
 - Pumping station.
 - Connection to system.
 - Treatment requirements.
 - Potential for blending with existing well.
 - Griffin Artificial Recharge
 - New pump station and basin(s).

- Reactivation or abandonment of existing Bellamy Recharge Facilities.
- Consider improvements to wells recommended by others (i.e. screen replacements, well replacements).
- Establish and consider normalized costs for proposed improvements (capital cost \$ per gpm capacity) to establish a cost basis for setting priorities.
- Establish and consider normalized operational costs (\$ per day per gpm capacity).
- Evaluate and consider vulnerability of the wells to contamination including proximity to gravel pits, DES vulnerability assessments, and DES One Stop data.
- Consider water quality.
- Consider condition of the Garrison Hill Reservoir based on existing reports by others.
 - Provide an opinion on cost-effectiveness of a long-term tank maintenance contract.
 - Note: Since the North End Tank was constructed in 2011 it is assumed to be in good condition requiring only routine inspection and maintenance, not capital improvements, during this planning window.
- Consider Homeland Security grant application improvements, funding source, and phasing/schedule.
 - If requested by the City, provide assistance with Homeland Security grant to be prepared and submitted by the City, including suggested project components and costs.
- Consider grouping similar projects and/or implementing intermediate- or long-term improvements concurrently with short-term for economy of scale.
- Confirm need for and phasing of improvements identified in 2011 *Facilities Plan* (short-term, intermediate-term, long-term).
- Consider standardizing the design for all similar facilities, in particular for bulk chemical storage, as recommended by NHDES.
- If appropriate, identify immediate improvements recommended to protect worker safety and/or ensure water quality in accordance with State and Federal requirements so these projects can be expedited to design and construction.

Funding Assistance

- Assist the City with preparation of a DWSRF application.

Deliverables (Task 1)

UE will provide the following deliverables:

- *Technical Memorandum* summarizing findings, conclusions and recommendations of Priority Verification to establish the Basis of Design.
- *Basis of Design* in list and/or table format identifying prioritized proposed improvements for each facility to be designed and constructed as part of this project (Phase 1) and as future phases.
- *Work Plans* at an appropriate scale to show the general scope of recommended Phase 1 improvements.
- Updated *opinion of cost*. Costs from the 2011 Facilities Plan will be used unless UE recommends a change.

- Updated *schedule* for suggested project phases.
- Recommendations on *preparation of construction contracts*, including how many contracts will be let for the project and consideration of prequalifying contractors.
- *Suggested CIP* for future phases presented in a format consistent with the City's CIP forms.
- *SRF Funding Application* for review, approval, and submission by the City.

Task 2 – Preliminary Well Management Plan

- Review and summarize existing information related to operations of the wells:
 - Safe yields
 - Water quality impacts associated with pumping and water levels
 - Pumping energy costs
 - Chemical use costs
 - Recharge schedules
 - Seasonal impacts
- Coordinate with the City's hydrogeological consultant, Emery and Garrett Groundwater Investigations (EGGI) to incorporate EGGI's recommendations as related to drawdown/water levels, safe yields, recharge activities, and water quality.
- Prepare a preliminary Well Management Plan to include recommendations on how and when to operate which wells. Thresholds may include well water levels, water quality, regularly scheduled rest periods, etc.
- Provide recommendations for additional study (engineering and hydrogeological) to supplement and refine the Well Management Plan.
- Present a draft Plan to the City and revise the Plan according to City comments.

Deliverables (Task 2)

UE will provide the following deliverables:

- *Preliminary Well Management Plan Technical Memorandum.*

Limitations/Assumptions

The following information is needed from the City:

- Asset Inventory Data Sheets from the 2011 Facilities Plan in Word format.
- Water billing data by year 2009 to 2014.
- Water production (pumping) data by month and by facility (well, treatment plant, recharge facility) from February 2014 to present. (UE has data through Feb 2014 from previous work.)
- Well water quality data.
- Excel spreadsheets (cost breakdowns, etc.) from 2011 *Facilities Plan*.
- Blank CIP forms to be used to present suggested CIP for future phases.
- Cost information for current CIP projects at Willand Pond Wells, Griffin Replacement Well, and Griffin Artificial Recharge.

- Reports and information on the wells including yields, maintenance/cleaning history and vulnerability assessments.
- Reports and information on pending well replacement projects.
- Most recent Garrison Hill Reservoir inspection report.
- Record Drawings.

Work Not Included

- Design phase, bidding, and construction phase services. (To be included in a future contract.)
- Hydrogeological investigations to be performed by EGGI under contract directly with the City.
- Tank inspections.
- Evaluation of Lowell Avenue WTP upgrades required for connection of Willand Pond Wells (to be included as part of Willand Pond Wells project).

BUDGET COSTS

Budget estimate = \$50,900 to be billed at standard hourly rates for personnel assigned plus reimbursable expenses. Costs for specialty sub-consultants are included in this estimate and will not be marked up. Billings for services will be monthly and will be due the Engineer within 30 days of the billing date.

<u>TASK</u>	<u>BUDGET</u>
1 – Preliminary Design	\$38,600
2 – Preliminary Well Management Plan	<u>\$12,300</u>
TOTAL	\$50,900

Suggested budgets, as used herein, are best estimates by the Engineer. The budgets are based on available information and prior to a detailed research on the Project. Budgets are not intended to be fixed prices but are reasonable estimates of average costs to complete projects of similar size. The Engineer will not exceed the budget without written authorization from the City.

SCHEDULE

Task 1 – Preliminary Design and Task 2 – Preliminary Well Management Plan (this scope of work)

UE anticipates the following schedule:

Authorization to Proceed	November 12, 2014
Preliminary Design Report (Task 1)	March 2015
Preliminary Well Management Plan (Task 2)	May 2015

Exhibit B

UNDERWOOD ENGINEERS, INC.
Portsmouth & Concord, New Hampshire
STANDARD BILLING RATES
Effective through December 31, 2014

Labor Rates:

Principal-in-Charge	\$160 to	\$200 per hour
Senior Project Manager	\$130 to	\$180 per hour
Project Manager	\$100 to	\$150 per hour
Senior Project Engineer	\$90 to	\$125 per hour
Project Engineer	\$70 to	\$110 per hour
Resident Engineer	\$70 to	\$110 per hour
Resident Engineer II	\$50 to	\$90 per hour
Technician	\$50 to	\$90 per hour
Clerical	\$50 to	\$70 per hour

Reimbursables

Mileage	IRS Reimbursable Rate
Prints	\$1.50 each
Copies	\$0.10 each
Telephone	\$1.85 per call
Fax	\$1.00 per call
Field Supplies	At Cost
Postage	At Cost
Food & Lodging	At Cost
Subcontractors	At Cost
Miscellaneous Job Related Expenses	At Cost

Approved by Board of Directors:

Date: 2/12/14

KAP
WSC
CAM

KAP
WSC
CAM

EXHIBIT C ADDITIONAL PROVISIONS

Attached and made a part of a LETTER AGREEMENT dated _____ between the City of Dover, NH (OWNER) and Underwood Engineers, Inc. (ENGINEER) in respect to the project (Project) described herein.

Part 1- ADDITIONAL SERVICES OF ENGINEER

1.1. Normal and customary engineering services do not include services in respect to the following categories of work which are usually referred to as Additional Services. If OWNER wishes ENGINEER to perform any Additional Services, he shall so instruct ENGINEER in writing, and ENGINEER will be paid therefore as provided in the Letter Agreement. Additional services include tasks not specifically identified in the Plan/Scope of Work and may also include, but not necessarily be limited to, the following:

- Services resulting from significant changes in the extent of the Project or major changes in documentation previously accepted by OWNER where changes are due to causes beyond control.
- Providing renderings or models.
- Detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.
- Services during out-of-town travel other than visits to the site.
- Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of contract time, (4) Contractor(s) overtime work, and (5) Contractor(s)' defaults.
- Services after completion of the Construction Phase.
- Preparing to serve or serving as a consultant or witness in any legal or administrative proceeding or public hearing.
- Providing services normally furnished by OWNER.

Part 2 - OWNER'S RESPONSIBILITIES

2.1. The OWNER will furnish or make available to ENGINEER any or all of its records, maps, reports, or other data which, in the judgment of ENGINEER, are pertinent to his work. The OWNER will authorize and assist ENGINEER in obtaining any such pertinent information from other public and private sources. When requested by ENGINEER, the OWNER will furnish all reasonable manual assistance of OWNER's forces in performing investigations requiring such assistance.

2.2. OWNER shall provide all criteria and full information as to OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf in respect of all aspects of the Project; examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever he observes or otherwise becomes aware of any defect in the work. The city's designated Project Manager is: **Bill Boulanger, Superintendent of Public Works and Utilities.**

2.3. NOT USED.

PART 3 – NOT USED

PART 4 – NOT USED

PART 5 – NOT USED

PART 6 – NOT USED

PART 7 – SUCCESSORS AND ASSIGNS

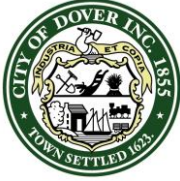
7.1. OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement, and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.

Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

PART 8 – INSURANCES

7.1. In addition to specified and statutory insurances, ENGINEER will carry professional liability insurance in the amount of \$1,000,000/\$2,000,000 (copy attached).



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2014.11.12 – 121**
Resolution Re: **B15011 Snow Plowing/Hauling Services for City Streets and Parking Lots**

WHEREAS: The sealed request for bid B15011 was requested and received for “As Needed” Snow Plowing/Hauling Services for City Streets and Parking lots on October 7, 2014 at 11:00 a.m.; and

WHEREAS: Responses were received from multiple vendors, as follows, for various prices and equipment at varying hourly rates; and

Bob Sherwood Landscape Co. Dover, NH	Norman Gagnon Const, Rollinsford, NH
Marshall Rental Center Inc, Kittery ME	MacKinnon & Sons, Somersworth NH
NoPano Construction, Rochester NH	William Renaud Trucking, So Berwick ME

WHEREAS: There is a sufficient number of vendors listed for snow removal of city parking lots and hauling services but there is an insufficient number of responses for snow removal from City streets. Due to difficulty in locating vendors and equipment suited to the City’s snow plowing requirements, additional qualified vendors may be added as discovered and approved by the Community Services Director for Snow Plowing/Hauling Services.

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

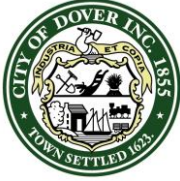
The Purchasing Agent is hereby authorized to issue Purchase Orders to the vendors identified above given the rates provided in conjunction with RFB B15011 for snow removal services as needed. Additional qualified vendors may be added as discovered and approved by Community Services Director. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
1000.1.300.43125.4422.00000.00	CS - Contract Snow Plowing	70,000.00	70,000.00

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.A.6.

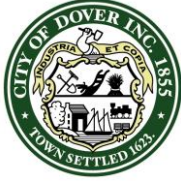
Resolution Number: **R – 2014.11.12 – 121**
Resolution Re: **B15011 Snow Plowing/Hauling Services for City Streets and Parking Lots**

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.A.6.

Resolution Number: **R – 2014.11.12 – 121**

Resolution Re: **B15011 Snow Plowing/Hauling Services for City Streets and Parking Lots**

RESOLUTION BACKGROUND MATERIAL:

The Community Service Department has found that it is more cost effective to contract out selected areas of its snow and ice removal responsibilities on streets and parking lots. To that end, an annual bid solicitation occurs for these services, and based on proposals received, staff assigns designated lots or areas of responsibility during a snowstorm. This solicitation allows the Community Services Department to better manage and track the costs of clearing school lots, public parking lots and outlying streets. The decision to use or not use certain vendors, or to supplement normal vendor assignments with additional contractual vendors, is determined by the Community Services staff on a storm-by-storm basis according to the severity of the storm. Due to the need for quick mobilization and availability the city needs to have direct interaction with vendors and not go through general contracting services.

Bid Information:

The City of Dover has solicited by sealed bid to identify qualified, reliable snow removal contractors needed to assist City personnel in this necessary winter activity, “as needed”.

Award Information:

Purchase orders will be issued to the multiple vendors for the winter plowing season to be used as needed.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	118	Number of Responses:	8
Warranty:	None	Terms:	Net 30, FOB Dover
Work Bonded:	NA	Contract:	yes
Prices will hold for:	April 30, 2015	Estimated Delivery:	As needed
Recommended Award to:	Various	Fund:	Snow Removal
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – RFP Results
Exhibit B – Vendor Solicitation List
Exhibit C – Agreement Documents

B15011 Results Vendor & Location	A. Plowing Streets		B. School Lots				C. Municipal Parking Lot				D. Snow Hauling/Sanding			E. Sidewalk/ Parking Space					
	Equipment	Plow Rate	Location	Equipment	Plowing	Sanding	Location	Equipment	Plowing	Sanding	Equipment	Capacity	Rate	Equipment	Capacity	Rate			
Marshall Rental Center 56 State Road, Rte 1 Kittery, ME 03904 207-439-3344	No Bid		DHS	6 wheel dump 10' plow	\$49.99	\$79.99		No Bid				No Bid							
			Alt. School *	3/4 Ton Pick up 8' plow	\$49.99	\$79.99											Woodman Pk **	3/4 Ton Pick up 8' plow	\$49.99
	No Bid		Hornes St School	3/4 ton pickup 8' plow	\$49.99	\$79.99													
			Garrison	3/4 Ton Pick up 8' plow	\$49.99	\$79.99											Middle School	1 tn dump w/9' plow	\$49.99
Bob Sherwood 55 Knox Marsh Road Dover, NH 03820 603-742-0463	No Bid																		
NoPano Construction 142 Milton Rd Rochester, NH 03839 603-332-9528 home 603-767-0550 Rates hold unless fuel rises over \$4.05	No Bid			No Bid			Public Lib & McConn	case 621 B Loader 3 cy	\$90.00				JD 344 Loader	2 yd bucket	\$95.00				
							City Hall (2 Lots) ***	case 621 B Loader 3 cy	\$90.00			JD 444 Loader	3 yd bucket	\$95.00					
Norman R Gagnon 126 Goodwin Road Rollinsford, NH 03869 603-742-4317	No Bid			No Bid			Locust Street***	case 621 B Loader 3 cy	\$90.00				BobCat 773	1 1/2 yd	\$68.00				
							Orchard Street***	case 621 B Loader 3 cy	\$90.00			Volvo 10 wheel Dump	16 cy	\$60.00		No Bid			
MacKinnon and Sons PO Box 640 Somersworth, NH 03878 603-692-7667	No Bid			No Bid									10 Wheel Trucks (2)	16 yds	\$70.00	TS 50 V Skid Steer 67" bucket	\$60.00		
																		Loader- Rubber Tired	3.5 yds
William A Renaud Trucking Inc PO Bo 604 So. Berwick, ME 03908 207-384-5111	No Bid			No Bid			Broadway Fire Stn***							1981 Kenworth 10 Whlr	16 yrds	\$65.00	Skid Steer	3/4 yard	\$95.00
							Chestnut St City Hall Lots (2)		\$125.00			Tri-Axle	20 yds	\$72.50	JDBig Dozer	For Pushbacks	\$110.00	JD Big Dozer	For pushbacks
Rocky Coast Trucking LLP 368 Hubbard Road Berwick, ME 03901 207-698-5046	no bid			No Bid			Durham Rd Fire Stn	2005 Case Backhoe 12' V-plow						10 Wheel Dumps	14 yrd	\$67.00			
							Locuts Street												TriAxle Dumps
D.E.Ayer Industrial Service PO Box 1679 Dover, NH 03821-1679 603-534-1682				No Bid			Orchard St Lot	power angle						Roll Offs	24 yd	\$85.00			
								Power Angle											Dump Trailers
														TriAxle Dump Truck	20	\$85.00		No Bid	
														Snow Hauling	yrds				
														1989 International 14- 16 Yds Body	\$ 60.00 /hr			No Bid	

B15011	Snow removal Vendors		
First name	Last name	Company	Email address - other
Mike	Buco	A.buco and son llc	abucoandson@hotmail.com
Dave	Sands	A-1 Environmental Services Inc.	dsandsa1servivce@yahoo.com
christine	Slattery	Advantage construction and Painting contractors LL	advantpainters@aol.com
Robert	Dennis	AHN Landscaping & Excavation	ahngetrdiggin@yahoo.com
Jeff	Pearl	ANA Proscapes Inc	jplawn03@aol.com
JACK	TURNER	ARROW PAPER CORP	jack@arrowp.com
Todd	Markusic	ARTT Remodeling and Property Maintenance LLC	arttremodeling@gmail.com
Carl	Richardsor	Atlantic Excavating, LLC	atlanticexcavating@comcast.net
Stephen	Slawnwhit	Back and Forth Transport, LLC	slawn@comcast.net
Robert	Blanchette	Blanchette Landscape Company	blanscape@gmail.com
Bob	Sherwood	Bob Sherwood Landscape Co. LLC	info@bob-sherwood.com
Mark	Blanchard	Bobcat of NH	mark.blanchard@bobcatnh.com
Brian	Turgeon	Brian Turgeon Excavating LLC	brian.turgeon@myfairpoint.net
Michael	Desrosiers	Brown Industrial Group, Inc.	mike@brownindustrialgroup.com
Trish	Martin	BurrellesLuce	tmartin@burrellesluce.com
channing	burrows	burrows excavating llc	burrowsexcavating@metrocast.net
Chris	St. Pierrer	Chris-Scott Construction Inc.	lgainty2004@yahoo.com
Ann	Legere	City of Dover	a.legere@dover.nh.gov
Doug	Indelicato	CMI Property Solutions	doug@cmipropertysolutions.com
Doug	Indelicato	CMI Property Solutions, LLC	dindelicato@comcast.net
Shawn	Anderson	Complete Labor and Staffing	sanderson@completelaborandstaffing.com
Matthew	Tomkowic	Construction Journal	matthewt@thecj.com
Bob	Morin	Construction Summary Of NH	info@constructionsummary.com
Chris	Small	CS Property Maintenance	csmall53@yahoo.com
Dana	Brunson	D.Brunson Construction	brunsondana@gmail.com
Douglas	Nicholson	D.Nicholson Construction Services.Co.	shlbnn377@comcast.net
Dale	Sprague	Dale R. Sprague Construction Co., Inc.	dale.sprague@comcast.net
Mike	Davis	Davis Excavation/Demolition & Tree Service	Davismike915@yahoo.com
Christine	Kostic	DeAngelo Brothers Inc	research@dbiservices.com
Robert	Savage	DeFelice Corporation	dcorp@defelicecorp.com
dave	delponte	delpontelawncareandsnowplowing	blizzid60@yahoo.com
Darin	Sabin	DS SABINE LLC	dsabine33@yahoo.com
gregg	durell	durell enterprises	durellg@comcast.net
Ken	Durell	Durell Paving,Inc.	dpi77@comcast.net
Stephen	Ishihara	Dyar Sales and Machinery Company	smishihara@gmail.com
E	Guimond	E Guimond Construction, LLC	dan.guimond@comcast.net
E. Leonard	Foss III	Elf's Landscaping, Inc	melissa@elfslandscaping.com
Jim	Mullen	equipment east	jmullen@equipmenteast.com
Nick	Curtis	Evergreen Landscaping INC	nick-evergreen@comcast.net
Justin	Caldon	Four Corners	4cornerssales@metrocast.net
GEORGE	BONNEY	G.B.T. TRUCKING L.L.C.	sharon1@metrocast.net
Larry	Gilbert	Gilbert Hardscape & Property Maintence	tawnygilbert@comcast.net
Barry	Gilpatrick	Gil's Trucking LLC	bgilpa1028@aol.com
Dave	Gordon	Gordon's Light Trucking	susie@metrocast.net
Donna	Rinaldi	Greater Dover Chamber of Commerce	info@dovernh.org
Bob	Hackett	H.P. Fairfield, LLC	bobhackett@hpfairfield.com
Michael	Hickey	Hahnel Bros. Co.	mhickey@hahnelbrosc.com
Eric	Lavoie	Infinite Imaging	repro@infiniteimaging.com
Samantha	Richwine	isqft	boston@isqft.com
Jon	Towle	J P Towle Construction Corp	backrvr@comcast.net

Joseph	Goffredo	Jani-King of Boston, Inc.	bosrecp@janiking.net
Jeff	Gregoire	JLG Landscaping	JLGLandscaping@hotmail.com
Bud	Finnemore	JTI Site Development	bud-jti@maine.rr.com
Daniel	morgan	jungle jims	dmorganjunglejims@metrocast.net
Mike	Smallwood	Jungle Jim's Landscape & Garden Center	lawncare1101@verizon.net
John	Bjork	JWB Trucking	jwbtrucking04@yahoo.com
Alfred	Patterson	K Patterson paving co	a.e.p.constructionnh@gmail.com
Kevin	Cooper	K.C. Paving llc	kc_paving@yahoo.com
James	Keegan	Keegan & Son Trucking	keegan25@roadrunner.com
Jim	Dalesio	Labor Ready	jdalesio@laborready.com
Tom	Caucis	Landcare Associates Inc.	mat.div@landcareassociates.com
Jamie	Dyer	Landcare Associates Inc.	jdyer@landcareassociates.com
paul	guptil	lcg limited	gravel612@yahoo.com
Alex	Fisher	Lennox Paving LLC	alex@lennoxpaving.com
Zachary	Taylor	Libby & Taylor Development	zach@libbyandtaylor.com
Marcus	Katkin	Lilac City Lawncare	mkatkin@lilaccitylawncare.com
Matthew	Dugal	Lilac City Lawncare, LLC	mdugal@lilaccitylawncare.com
John	Campbell	Lilac City Sealcoating and Paving LLC	lilaccitypaving@yahoo.com
Tim	LaFountair	L-n-H Landscape & Property maintenance	lafountaintreeservice@comcast.net
Jimmy	Lyndes	Lyndes Carpet & Upholstery Cleaning	lyndescc@comcast.net
Bill	MacKinnor	MacKinnon and Sons Excavating LLC	mackinnonns@ yahoo.com
thomas	adem	makrotech	thomasadem@gmail.com
Richard	Marshall Jr	Marshall Rental Center, Inc.	marshallkittery@aol.com
Alex	Machajew:	Matrix, Concrete, Inc.	alex@matrixconcrete.com
Jesse	Melkonian	McGowan Landscape, LLC	jesse@mcgowanlandscape.com
Abe	McGuire	McGuire LLC	mcguirellc@hotmail.com
Thomas	McNulty	McNulty Landscaping	mcnultylandscaping@comcast.net
Stephen	Miller, PE	Mick Construction Corporation	sjm.mick@comcast.net
Steven	Granese	N. Granese & Sons, Inc	info@ngranese.com
John	Cicchetto	NOPANO Construction LLC	john@nopano.net
Norm	Gagnon	Norman R Gagnon Construction LLC	normgagnon@comcast.net
James	Locke II	NorthEast Earth Mechanics, Inc.	jimmyl@neearth.com
Jonah	Daigle	Outside Unlimited	info@outsideunlimited.com
Matthew	Young	Paramount Property Management & Development LLC	paramountnh@gmail.com
Matthew	Pepler	Pepler's Lawncare & Landscape LLC	peplerslawncare@hotmail.com
Ralph	Phipps	Phipps Landscape	greatblu@aol.com
Justin	Gamester	Piscataqua Landscaping Company	jgamester@piscataqualandscaping.com
Michael	Amicangio	Profile Properties, LLC	mike@profilepropertiesllc.com
robert	ranalli	Property Pros	ranallisductdusters@gmail.com
Marc	Moreau	R&M Paving LLC.	moreau8930@metrocast.net
Steve	Randall	Randall Construction	randallconstruction04@yahoo.com
Richard	Hiltunen	RCH Driveway Sealing	rchsealing@yahoo.com
Adam	Reeves	Reeves Landscaping & Property Services, LLC	a.reeves.propertyservices@gmail.com
William	Renaud Jr.	Renaud Trucking, Inc.	renaud5111@comcast.net
Mike	Patenaude	River Valley Dev. Corp.	rvdc1501@comcast.net
tyler	spinney	rocky coast trucking llp	spintrans@comcast.net
Rodney	Brown	Rodney Brown, Sr.,Masonry & Building Contractor	brownee63@comcast.net
Paul	Mausteller	Roycroft Property Management, LLC	pmausteller@gmail.com
Ryan	Colbath	Ryan's Tree Service	nly208@gmail.com
Bennett	Holmes	Rye Beach Landscaping LLC	ben@ryebeachlandscaping.com
Dale	Sanders	Sanders Construction	sandersconst@metrocast.net
Scott	Turcotte	Scott A. Turcotte	turcottetfour@metrocast.net

Daniel	Mello	Seacoast Tree Care LLC	dm@seacoasttreecare.com
John	Ferreira	Select Excavation & Landscaping LLC	john@nhexcavation.com
Thomas	Sevigny	Sevigny Landcare	tjsevigny@gmail.com
John	Bjork	SHOem Sweeping	john@shoemsweeping.com
Frank	Parker	Southern New Hampshire Landscaping & Services llc	snhlandscaping@comcast.net
Carlton	Spencer	Spencer Trucking & Excavation	sherri_spencer@comcast.net
Kevin	Morse	Stillwater Management Group	kevin@stillwatermanagement.com
Bob	Schulte	SUR Construction	bschulte@surconstruction.com
keith	Anastasy	The Dirt Doctors	keith@dirtdoctorsnh.com
Christina	Theriahult	The Dirt Doctors	christina@dirtdoctorsnh.com
Steve	Plante	The grounds guys landscaping llc	Thegroundsguyslawncare@gmail.com
Greg	Halsey	Tighe & Bond Consulting Engineers	GWHALSEY@TIGHEBOND.COM
Eric	Skinner	Trimmers Landscaping	info@trimmerslandscaping.com
David	Geanoulis	Tri-State Sealcoating and Paving, Inc.	tristatesealcoatingandpaving@comcast.net
Greg	Cormier	Zampell Building Services	gregory.cormier@zampell.com

DANIEL R LYNCH
Finance Director
d.lynch@dover.nh.gov



288 Central Avenue
Dover, New Hampshire 03820-4169

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www.dover.nh.gov

ANN M. LEGERE, CPPB
Purchasing Agent
a.legere@dover.nh.gov

City of Dover, New Hampshire

OFFICE OF THE FINANCE DIRECTOR

NOTICE OF AWARD to:
PER SPECIFICATIONS OUTLINED IN
REQUEST FOR BID # B15011
Approved Council Resolution R2014.11.12

Snow Plowing-Hauling Services "As Needed"
November 1, 2014 to May 1, 2015

The City of Dover ("OWNER") has considered the BID submitted by you for the above described services, which was opened on October 7, 2014.

You are hereby notified that your BID has been accepted as listed per hour in the attached results page: Exhibit A

Locations are assigned as instructed by Community Service Department. The terms of the REQUEST FOR BID, including but not limited to insurance requirements, are incorporated herein by reference.

Please return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

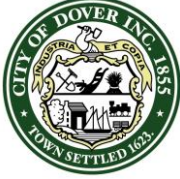
ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged, this ____ day of _____, 2014.

BY: _____ (duly authorized)

Print:

TITLE: _____



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2014.11.12 – 122**

Resolution Re: Establishment of FY 2015 Expectations by Mayor and City Council for City Manager

WHEREAS: Well thought out and clearly defined expectations by the Mayor and City Council for the City Manager will aid in the establishment of an effective Council-Manager relationship; and

WHEREAS: An effective Council-Manager relationship will support the further prosperity and growth of the Dover community; and,

WHEREAS: The Dover City Council and City Manager are committed to efficiently and effectively meeting the increasingly complex and diverse needs of the Dover citizens; and,

WHEREAS: The Dover City Council and City Manager have proactively discussed ongoing expectations and priorities for the coming year;

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

The Mayor and City Council establish the attached list of ongoing expectations for the City Manager during the ensuing year.

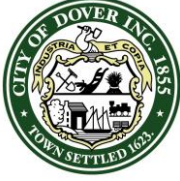
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston

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.A.7.

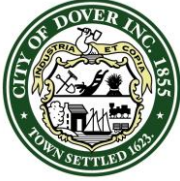
Resolution Number: **R – 2014.11.12 – 122**
Resolution Re: Establishment of FY 2015 Expectations by Mayor and City Council for City Manager

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.A.7.

Resolution Number: **R – 2014.11.12 – 122**
Resolution Re: Establishment of FY 2015 Expectations by Mayor and City Council for City Manager

RESOLUTION BACKGROUND MATERIAL:

The following expectations are established for the City Manager through FY2015 to be evaluated during the City Manager's annual performance evaluation.

1. Continue to carefully monitor the FY2015 budget and report on any financial concerns as they may arise during the course of the fiscal year. Propose new revenue sources not related to current fees or property tax.
2. Continue to communicate with the community at large through means deemed appropriate along with exploring new methods to increase citizen engagement via interaction and participation of citizens in local governance and community forums.
3. Keep the City Council informed regarding community problems and actions taken.
4. Keep response time to citizen concerns reasonable and follow-up pro-actively on what has been done by departments to meet their needs.
5. Attend workshops and participate in other education opportunities to support ongoing professional development. Inform City Council of City Manager's professional development activities as completed, verbally, via City Manager's Report. Also, inform City Council of department head professional development activities via written City Manager's Report.
6. Continue to develop working relationships with other governmental entities for potential cost savings opportunities and efficiencies in service delivery including regionalization of services that may be appropriate at the County and/or State level, as well as with neighboring communities. Provide periodic reports to the City Council, verbally, via City Manager's Report.
7. Develop, pursue and implement strategies to reduce energy consumption and costs.
8. Continue to participate with Great Bay Coalition Communities in advocating and pursuing an appropriate means of ensuring water quality throughout the Great Bay estuary via an adaptive management approach that supports responsible and scientifically justified permit requirements for the operation of the wastewater treatment plant and stormwater management. Provide periodic reports via City Council workshops.
9. Continue negotiations of new collective bargaining agreements that continue to adhere to the City's established labor policy ensuring competitive market pay and benefit levels that are neither the highest nor the lowest for comparable public and private sector positions. Provide comparative compensation analysis and periodic status reports to the City Council.
10. Develop and coordinate an initial orientation program for the incoming City Council and School Board, when applicable, in accordance with the requirements of the City Charter. Incorporate current City Council and School Board input in developing program materials and content.
11. Identify opportunities and pursue implementing cost saving technology innovation that improves the convenience of doing business with our local government while also supporting efficient and effective municipal operations.

To: Dover City Council

From: Dorothea Hooper, Ward 4

Re: School Board Report

The Dover School Board met in a workshop session October 28, 2014.

This was a joint meeting with the superintendents and boards of Dover, Barrington and Nottingham.

Peter Dricoll, Dover High School Principal, distributed handouts explaining what Dover High had to offer its students. These included academic areas of both the high school and the CTC Center as well as the athletic program and other student activities. The CTC Director, Louise Paradis, explained the day and evening programs and the skills learned in the 15 programs offered.

Dover High students presented information on specific courses of study which included the Firefighter/EMT program, Animal Sciences, NJROTC, Advanced Placement courses, Biotech, and Engineering. Several students also described various athletic programs.

Topics discussed by the superintendents and boards included:

- 1) An update on the status of CTC funding.
- 2) JBC decision on whether to rehab the current high school or build a new school.
- 3) How many AP classes are available for students.
- 4) How much contact the average student has with Guidance.
- 5) What per cent of Dover students participate in CTC classes.
- 6) Preparation for the NEASC accreditation process is ongoing.

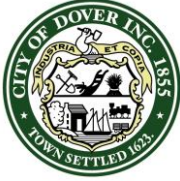
The sending schools noted that students like to attend DHS because of its size and diversity, number of course offerings, the CTC program, and its athletic program.

The meeting ended with a tour of the high school.

Recommendations for New Appointment

Cyrus Esmareili – Energy Commission

Yulia Rothenberg – Alternate position on the Arts Commission



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2014.11.12 – 123**
Resolution Re: **Human Services (Welfare) Guidelines for the City of Dover**

DOCUMENT HISTORY:

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

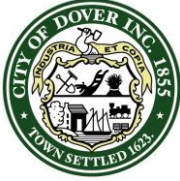
DOCUMENT ACTIONS:

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.		

RESOLUTION BACKGROUND MATERIAL:

By statute (RSA 165:1, II), every local welfare office must have written guidelines. It is on the basis of these guidelines (and RSA 165) that decisions in our Welfare Department are made. The following revisions/updates have been made to the Guidelines, which were last updated in 2005:

1. The language has been updated and made more precise where possible. For example, the current Guidelines reference “Legally Liable Relatives.” In the updated Guidelines the circumstances under which “Legally Liable Relatives” will be used are explained.
2. RSA 167:27 has been amended so that those person receiving Old Age Assistance and Aid to the Permanently and Totally Disabled can now be eligible for General Assistance within the limits of the allowable budget. This has made Old Age Assistance and Aid to the Permanently and Totally Disabled consistent with all other incomes, resulting it its removal from IX C 3.
3. “Food Stamps” has been renamed “Supplemental Nutrition Assistance Program” (SNAP).
4. Medical expenses: IX E 8 (page 25) has been expanded to explain what medications the Welfare Department will help a client with.
5. IX E 8d now states that certain miscellaneous expenses will not be considered allowable expenses.
6. Under XIV, Fair Hearings, Section C has been added to explain when a fair hearing can be rescheduled.
7. XVIII and XIX have been added in total.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2014.11.12 – 123**

Resolution Re: **Human Services (Welfare) Guidelines for the City of
Dover**

8. Appendix A has been changed to allow for the changes made by the State for food allotments. Burial Allowances has been changed to \$650 from \$500.

See attached Guidelines and Forms.

CITY OF DOVER WELFARE DEPARTMENT

APPLICATION FOR GENERAL ASSISTANCE

Date of Application _____

Social Security # _____

1. **General Information:**

Name _____ Date of Birth _____

Address _____

How Long at this address? _____ Telephone _____ US Citizen Yes No

Marital Status: Never Married Married Widowed Separated Divorced

Spouse/Co-Applicant Name _____ DOB _____ SS# _____

Spouse address (if not same as applicant) _____

Assistance Requested _____

Reason for request _____

Have you applied for local assistance before? _____ When? _____

Where? _____ Under what name? _____

List below all persons living in household: (related or unrelated):

Full Name	Relationship	Date of Birth	Social Security #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If at your current address less than 12 months, please list your past addresses going back 12 months:

Street	Town/City	State	Dates of Residence
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Housing Information:

Rent Amount _____ per (month/week) Date Last paid _____ Date due _____

Do you have a current: Demand For Rent Eviction Notice Landlord/Tenant Writ

Total rent owed _____ Do you have a housing subsidy? _____

Utilities Included: Heat Electric Gas Water/Sewer Other

LANDLORD INFO: Name _____ Telephone _____

Address _____

If HOME OWNER: Mortgage Amount _____ Date last paid _____ Owed _____

Bank/Mortgage Co _____ Address _____

3. Education/Training/Employment

	Highest Grade Attended	GED or Diploma	Special Training Skills	Military Service
Applicant:	_____	_____	_____	_____

Spouse/CoApplicant:	_____	_____	_____	_____
---------------------	-------	-------	-------	-------

Applicant Work History:

Are you employed now? _____ Employer _____ Position _____

When began work _____ Date/Amount of most recent check _____

Are you unemployed now? _____ Reason _____

Date last worked _____ Employer _____ Date/Amount of last check _____

Are you able to work now? _____ If not able, why not? _____

List current and two most recent jobs for yourself and all household members 18 or older

Name	Employer	Wage	Employ Dates	Reason Leaving
------	----------	------	--------------	----------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

4. **Household Assets:**

Provide information regarding accounts held by you and all household members:

Name	Bank/Credit Union	Savings Acct #	Balance	Checking Acct #	Balance
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Provide current value of any assets held by you and all household members:

Cash on hand (all household members) _____ Certificates of Deposit (CD's) _____
Savings Bonds _____ Mutual Funds _____ Annuities _____ Stocks _____
Trust Funds _____ Retirement Accounts _____ Insurance Policies (cash value) _____
401k _____ Property other than primary residence _____ Location _____
Other Investments _____ Motorcycles/Boats/Snowmobiles/ATV's/RV's _____
Other Assets (Please list) _____

Claims/settlements/income due to you or any household member:

IRS Refund _____ Insurance Claim _____ Retroactive disability check _____
Retroactive Unemployment or Worker's Compensation check _____ Inheritance _____
Other Lump Sum Payment (explain) _____

Have you or any household member consulted a lawyer regarding a possible lawsuit?

Lawyer Name/Address _____

Reason _____

Do you or any household member have a lawsuit pending? _____ Who? _____

Please give details _____

Lawyer Name/Address _____

Motor Vehicles owned by you and all household members:

Owner	Auto Make	Model Year	Value	Payments	Insurance
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

5. **Household Income**

Indicate any benefits or income received or applied for by you or any household member:

	Name	Date Applied	Date Last Received	Monthly Amount
ANB (Aid to the Needy Blind)	_____	_____	_____	_____
APTD	_____	_____	_____	_____
Child Support	_____	_____	_____	_____
Disability (Employer)	_____	_____	_____	_____
Food Stamps	_____	_____	_____	_____
Fuel Assistance	_____	_____	_____	_____
Gifts/Loans	_____	_____	_____	_____
Maternity Benefits	_____	_____	_____	_____
Medicaid	_____	_____	_____	_____
OAA (Old Age Assistance)	_____	_____	_____	_____
Retirement	_____	_____	_____	_____
Severance Pay	_____	_____	_____	_____
Social Security	_____	_____	_____	_____
SSDI (SS Disability)	_____	_____	_____	_____
SSI (Supplemental Security)	_____	_____	_____	_____
TANF/FAP	_____	_____	_____	_____
Unemployment	_____	_____	_____	_____
Vacation Pay	_____	_____	_____	_____
Veteran's Pension	_____	_____	_____	_____
Worker's Compensation	_____	_____	_____	_____
Other: []	_____	_____	_____	_____

Are you or any other household member working, volunteering, and/or receiving assistance from any other agencies?

Name	Agency Name	Contact Person
_____	_____	_____
_____	_____	_____

6. **Household Expense:**

List actual or estimated regular monthly expenses. (Not all expenses will be allowable to be included in your eligibility determination, but all should be listed to show your financial situation.)

Bank Fees _____ Diapers _____ Mortgage _____
Bus/Cab _____ Electric _____ Prescriptions _____
Cable/Internet _____ Food _____ Rent _____
Child Support Paid _____ Fuel Oil _____ Rent-To-Own _____
Car Gasoline _____ Gas, Bottled _____ School Loan _____
Car Insurance _____ Gas, Natural _____ Storage _____
Car Payment _____ Health Insurance _____ Telephone _____
Condo Fee _____ Laundry _____ Other _____
Child Care _____ Loan _____ Other _____
Credit Card _____ Lot Rent _____ Other _____

List unplanned, emergency or irregular periodic expenses during the past 30 days:

Car Inspection _____ Drivers License _____ Medical _____
Car registration _____ Fines/Court Payment _____ Sewer/Water _____
Car repair _____ Home Repairs _____ Tax (Income/Property) _____
Dental _____ Home/Rent Insurance _____ Other _____

7. **Criminal Information**

Have you or any member of your household ever been convicted of a felony which has not been annulled? Yes No If yes, who? _____ When? _____

Town/City & State of Conviction _____ Details of Conviction _____

Are you or any member of your household presently on parole or probation? Yes No
If yes, who? _____ Court or jurisdiction? _____

Name & Phone number of parole/probation officer _____

8. **Parent Information**

Please provide the following details:

Your Father _____ Address _____
Your Mother _____ Address _____
Co-applicant father _____ Address _____
Co-applicant mother _____ Address _____
Your or co-applicant's children who are not in the home _____

9. Certification and Signatures

I understand that if I receive assistance from the municipality I may be required to participate in the welfare work ("workfare") program. (RSA 165:31)

I understand that I may be required to repay any assistance provided, after deduction of the value of workfare hours I have completed, if I am returned to an income status which enables me to reimburse without financial hardship. (RSA 165:20-b)

I understand that if I am assisted the municipality may place a lien against any real property which I own. (RSA 165:28)

I hereby certify that if I have a lawsuit or aid from any other social service agency now pending, I have listed these in this application. I further agree to notify the Welfare Official immediately upon receipt of any money from or upon the settlement of such claim. I understand that if I am assisted, the municipality may place a lien against any property settlement or civil judgment for personal injuries which I receive within six years of receiving municipal assistance. (RSA 165:28-a)

I hereby certify that the information I have provided on this application is complete to the best of my knowledge and belief and provides a true summary of my income, assets, and needs. I understand I may be required to provide documents and/or other forms of verification to prove the information requested on this application. I hereby certify that all information I will provide in response to questions asked by the welfare official is true and complete to the best of my knowledge and belief. I understand that if I knowingly give false information or withhold information related to my receipt of assistance, now or in the future, I may be prosecuted for the crime of Unsworn Falsification. (RSA 641:3)

I understand that if I obtain a job after I am assisted by the municipality, and I later quit the job without good cause, I may be ineligible for local assistance from the municipality and any other New Hampshire municipality for a period of up to ninety days. (RSA 165:1-d)

I understand that if I am a recipient of Temporary Assistance for Needy Families (TANF) cash benefits and I fail to comply with TANF regulations, leading to a sanction and loss of income, the municipality may, under certain circumstances, disregard this decrease in my income. (RSA 165:1-e)

Applicant Signature

Date

Spouse or Co-Applicant Signature

Date

Signature of person completing form
(if not applicant)

Date

APPLICANT'S AUTHORIZATION TO FURNISH INFORMATION

I/We, _____ authorize any relative, physician, lawyer, banker, employer, insurance company, mental health professional, school official or other person or organization having information concerning my/our circumstances to furnish such information to the Municipal Welfare Department. I/We also authorize the Internal Revenue Services, Social Security Administration, any State or County Division of Health and Human Services, Division of Children Youth and Families, Bureau of Adult and Elderly, New Hampshire Legal Assistance, any City/Town Welfare Department, shelter, Department of Employment Security, Veteran's Administration and Fuel Assistance, or any non-profit agency to release information from their files to the Municipal Welfare Department.

Applicant Signature

Date

Spouse or Co-Applicant Signature

Date

Signature of person completing form (if not applicant)

Relationship to applicant

Date

DOVER HUMAN SERVICES DEPARTMENT

APPLICANT'S AUTHORIZATION TO FURNISH INFORMATION

I understand that as part of the administration of the general assistance program, a municipal welfare official may verify information I have provided on my application for assistance and any other information that would affect my eligibility. My signature below authorizes _____,

(Welfare Official)

Town/city of DOVER welfare official, to obtain information from _____ regarding factors relevant to my application for general assistance benefits.

This authorization shall expire one year from the date it is signed.

A photocopy of this signed authorization may be used in place of an original.

Applicant

Date

Welfare Official

AUTHORIZATION FOR THE RELEASE OF INFORMATION – DHHS

I, _____, the undersigned, understand that from time to time, the local welfare administrator for DOVER may require certain information about assistance I am applying for or receiving from the New Hampshire Department of Health and Human Services, Division of Family Assistance (DFA). When information cannot be provided by me personally, I hereby authorize DFA to release the following information to the local welfare administrator for the specific purposes outlined below:

Type of Information	Purpose for requesting this information
Date of DFA application(s), type(s) of assistance applied for, date of eligibility determination, expected date of benefit issuance, amount of cash grant (if applicable) and/or the reason my case closed or my application was denied.	Basic administration of my local welfare assistance case including verification of information provided by me for determining eligibility for local welfare assistance.
Date my Medicaid case opened and my Medicaid Identification Number(s).	Processing of Medicaid reimbursements if/when, during the time my Medicaid application was pending, the local welfare administrator makes an expenditure on my behalf for an item covered by Medicaid.
Date of my sanction of my cash assistance grant	Determining countable household income also called "deeming".
Reason for any sanction of my cash assistance grant	Helping me to remove the sanction

I understand that I have the option to provide any or all of the requested information myself.

I understand that any use of the above information inconsistent with these purposes is forbidden.

I understand that the local welfare administrator may not release information provided under this authorization to any other person without my written permission.

This authorization shall expire 180 days from the date it is signed.

Signature

Date

If the signature above is not that of the person to whom the requested information pertains, the relationship of the signer to that person must be indicated, the signature must be witnessed, and verification that the signer has the authority to represent the person in these matters with DFA must be provided upon DFA request.

Relationship to You

Witness

Date

DOVER PUBLIC WELFARE REQUIRED VERIFICATIONS

Phone - 603-516-6500 Fax - 603-516-6508

NAME:
ADDRESS:
SS:
in household:

DATE:
PHONE:
DOB:
Assistance Requested:

YOUR APPOINTMENT IS SCHEDULED FOR:

YOU MUST PROVIDE THE FOLLOWING VERIFICATION/DOCUMENTATION AT THIS APPOINTMENT OR ASSISTANCE MAY BE DELAYED

- _____ Application Form *****If this is not filled out for your appointment we will need to reschedule*****
- _____ Rental Verification Form *****If this is not completed by landlord we will need to reschedule*****
- _____ Last four weeks pay-stubs or other proof of net wages. Self Emp - Profit/Loss for last 30 days
- _____ Last four week's receipts or other proof of bills paid or currently due
- _____ Employment verification form/termination from your employer (purple form)
- _____ You have applied for/ or receiving Social Security or Veterans Benefits
- _____ You have applied at DHHS: 150 Wakefield St., Rochester 332-9120 www.nheasy.nh.gov
- _____ [] Food Stamps [] TANF [] Childcare [] APTD/MA
- _____ You have applied for/are receiving Fuel/Electric Assistance Benefits through CAP 749-1334
- _____ You have applied for Dover Housing Authority
- _____ Verification of injury or illness (green medical form)
- _____ You have applied for / are receiving Unemployment Compensation
- _____ Picture ID (Adults); If available - birth certificate/SS card (minors)
- _____ Vehicle registration
- _____ Savings and checking account, liquid asset statements, bankbooks
- _____ Statement child support payments received / Child support court order
- _____ Statement from room-mate(s) regarding division of expenses
- _____ Other: _____

I understand that failure to provide the indicated information **may** result in delay and/or denial of my request for assistance, and I understand that if approved for assistance I may be required to do a job search and participate in workfare.

Welfare Staff

Applicant

LENA C. NICHOLS
Public Welfare Director
l.nichols@dover.nh.gov



61 Locust Street, Suite 334
Dover, New Hampshire 03820-3704
(603) 516-6500
Fax: (603) 516-6508
www.dover.nh.gov

City of Dover, New Hampshire

PUBLIC WELFARE DEPARTMENT MEDICAL REPORT

PATIENT'S NAME: _____ D.O.B: _____

I hereby request the release by a doctor, hospital or clinic to the City of Dover Welfare Department or its authorized representative, any information regarding my medical diagnosis, medical history, treatment plan or hospitalization.

DATE

PATIENT SIGNATURE

.....
TO THE PHYSICIAN

This person has applied to the City of Dover Welfare Department for financial assistance because he/she claims to be disabled and unable to work. He/she has selected you to complete this medical form to assist in determining his/her eligibility for general assistance based on his/her ability to work.

Is this person disabled? _____

If yes, check one: _____ temporarily _____ permanently _____ totally _____ partially

Date incapacity started: _____ Expected to end: _____

Can this person do any for of work? _____

Light duty/full-time/part-time? _____

Restrictions: _____

If disabled, diagnosis in order of importance.

1.) _____ 3.) _____

2.) _____ 4.) _____

Medications Prescribed: _____

DATE

PHYSICIAN'S SIGNATURE

PHYSICIAN'S NAME

LENA C. NICHOLS
Public Welfare Director
l.nichols@dover.nh.gov



61 Locust Street, Suite 334
Dover, New Hampshire 03820-3704
(603) 516-6500
Fax: (603) 516-6508
www.dover.nh.gov

City of Dover, New Hampshire

PUBLIC WELFARE DEPARTMENT EMPLOYMENT VERIFICATION

To Employer _____ Date _____
Address _____
Phone _____

For the purpose of administration of municipal assistance, the following information is required for:

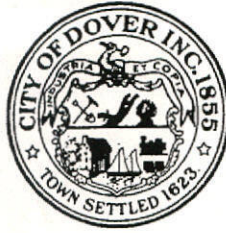
(name of employee)
Date of Hire _____ Date starting/started work _____ Hourly Pay Rate _____
Full/Part Time _____ Hours per week _____ Paid weekly biweekly other _____
Date of first/most recent paycheck _____ Net amount _____
Last 30 days of income (dates and net pay) _____

EMPLOYMENT TERMINATION VERIFICATION

If _____ is no longer employed by your company:
Date of termination/separation _____ Date/net amount of last paycheck _____
Reason for termination/separation _____

Signature and Title of immediate supervisor or person completing form _____ Date _____

LENA C. NICHOLS
Public Welfare Director
l.nichols@dover.nh.gov



61 Locust Street, Suite 334
Dover, New Hampshire 03820-3704
(603) 516-6500
Fax: (603) 516-6508
www.dover.nh.gov

City of Dover, New Hampshire

PUBLIC WELFARE DEPARTMENT RENTAL VERIFICATION FORM

THIS FORM MUST BE COMPLETED BY THE OWNER OR AUTHORIZED AGENT ONLY:

This is for information only and does not constitute agreement for payment.

Tenant's Name: _____ Date: _____

Address: _____

(Number/Street)

(Apt. #)

(City)

(State)

List Household Members: _____

of Bedrooms: _____

Occupancy Date: _____ Security Deposit: Amount: \$ _____ Date paid: _____

Rent Amount: \$ _____ ; paid monthly weekly other _____

IF TENANT IS APPLYING FOR 1ST MONTH RENT, HAS CURRENT FINANCIAL ABILITY TO
MAINTAIN PROPOSED RENT BEEN VERIFIED? Yes No

If subsidized rent, please list tenant portion: \$ _____

Rent Includes: All utilities No utilities Hot Water Heat Electric

Type of Heat: Electric Oil Gas Other _____

Date last rent was paid: _____ Amount Paid: \$ _____ Rent owed to date: \$ _____

(If back rent is owed, please attach accounting of months and amounts)

For IRS reporting, landlord's Tax ID or Social Security # must be provided:

Tax ID #: _____ OR Social Security #: _____

CHECK IS TO BE MADE PAYABLE TO: (PLEASE PRINT)

(THIS SHOULD BE THE SAME AS W-9)

Property Owner _____ Agent's Name _____

Full Address of Property Owner _____ Telephone # _____

Agent's Telephone _____ Fax # _____

Signature of Agent _____

Signature of Property Owner _____ Date _____

current date

MONTHLY HOUSEHOLD BUDGET

client name
address

Dover NH 03820-3704

EXPENSES

Electric	\$
Food	\$
Personal and Household	\$
Rent Without Heat	\$
Telephone	\$
Transportation	\$
TOTAL	\$

AVAILABLE ASSETS

TOTAL	\$0.00
--------------	---------------

EARNED INCOME

TOTAL	\$0.00
--------------	---------------

UNEARNED INCOME

	\$
	\$
TOTAL	\$

SUBSIDIES

TOTAL	\$0.00
--------------	---------------

TOTAL INCOME	\$
TOTAL EXPENSES	\$
DIFFERENCE	

current date

Dover City Welfare
603-516-6500
NOTICE OF ASSISTANCE DECISION

client name
address

Dover NH 03820-3704

Your application for assistance has been APPROVED for the following types of assistance:

Type of assistance in the amount of \$. dollar amount +

You must provide the following information or further assistance may be delayed or denied:

COMMENTS

I understand that if I fail to comply with these requirements I may be denied further assistance.
I understand that I have the right to appeal this and any future decision made by the Welfare Department.

client name Applicant

Dover City Welfare Signature

current date

Dover City Welfare
603-516-6500
NOTICE OF ASSISTANCE DECISION

client name
address
Dover NH 03820-3704

Your application for assistance has been PENDED for the following reasons:

COMMENTS

I understand that I have the right to appeal this and any future decision made by the Welfare Department.

client name Applicant

Dover City Welfare Signature

current date

Dover City Welfare
603-516-6500
NOTICE OF ASSISTANCE DECISION

client name
address

Dover NH 03820-3704

Your application for assistance has been DENIED for the following reasons:

COMMENTS

I understand that I have the right to appeal this and any future decision made by the Welfare Department.

client name Applicant

Dover City Welfare Signature

current date

Dover City Welfare
NOTIFICATION OF SANCTION

client name

address

Dover NH 03820-3704

Your assistance is under an type of sanction

This action begins on date sanction started

You may come into compliance by providing the following written documentation prior to date sanction will end

requirements

COMMENTS

I understand that if I fail to comply with these requirements I may be denied further assistance.
I understand that I have the right to appeal this and any future decision made by the Welfare Department.

Welfare Applicant's Signature

Welfare Official's Signature

**WORKFARE PROGRAM
REPORTING SLIP**

In accordance with RSA 165:31, any recipient of general assistance may be required to work for the municipality at any available job that is within the capacity of the recipient. As a condition of continuing eligibility for assistance, you are required to participate in the workfare program as described below. Any failure to participate as required may result in suspension of assistance.

Recipient Name _____ **Total hours owed** _____
Work site assigned _____ **Supervisor** _____
First date to report _____ **Daily shift, from** _____ **to** _____
(dates and shift may change with permission of welfare official)

TO BE COMPLETED BY WORK SITE SUPERVISOR

Form to be returned on a weekly basis.

<u>Date</u>	<u>Weekday</u>	<u># Hours Assigned</u>	<u># Hours Time In</u>	<u>Time Out</u>	<u>Worked</u>	<u>Supervisor Initials</u>
_____	Sunday	_____	_____	_____	_____	_____
_____	Monday	_____	_____	_____	_____	_____
_____	Tuesday	_____	_____	_____	_____	_____
_____	Wednesday	_____	_____	_____	_____	_____
_____	Thursday	_____	_____	_____	_____	_____
_____	Friday	_____	_____	_____	_____	_____
_____	Saturday	_____	_____	_____	_____	_____
TOTAL HOURS WORKED					_____	_____

Supervisor signature _____ **Date** _____

Recipient/workfare participant certification:

I understand that failure to fully comply with the workfare program, without just cause, may result in denial of further assistance. I further understand that workfare is for the purpose of working off hours in exchange for assistance granted and that no actual wages will be paid to me.

 Recipient/workfare participant signature

 Date

current date

Dover City Welfare
603-516-6500

FAIR HEARING REQUEST PROCEDURE

YOU HAVE THE RIGHT TO REQUEST A FAIR HEARING WITHIN SEVEN DAYS OF RECEIPT OF A NOTICE OF DENIAL OR SUSPENSION OF BENEFITS, OR A DECISION WHICH YOU WISH TO CHALLENGE, TO REVIEW THIS DECISION. THE FAIR HEARING WILL BE CONDUCTED BY AN IMPARTIAL HEARINGS OFFICER. YOU WILL HAVE AN OPPORTUNITY TO REVIEW THE CONTENTS OF YOUR WELFARE FILE PRIOR TO YOUR HEARING AND PRESENT YOUR CASE TO THE HEARINGS OFFICER, WHO WILL RENDER A DECISION WITHIN SEVEN DAYS OF THE HEARING. YOU MAY REQUEST THAT YOUR ASSISTANCE CONTINUE UNTIL THE DECISION HAS BEEN RENDERED.

PLEASE SIGN THE FORM BELOW TO REQUEST A FAIR HEARING, AND RETURN THE FORM TO THE DOVER CITY WELFARE.

FAIR HEARING REQUEST

I, _____, request a Fair Hearing to review the decision of
(print your name)
_____ concerning the request for assistance from the
(date of decision)
Dover City Welfare.

I {circle one} want / do not want my assistance to continue until the hearing decision. I understand that if I lose the hearing I will owe the amount of any assistance granted to me from the date of the disputed decision to the date of the Fair Hearing decision. I have received and read the 'Fair Hearings' section of the Welfare Guidelines.

Signature

Address

Date

current date

NOTICE OF LIEN

MUNICIPALITY OR COUNTY OF

Dover

TO: Register of deeds for the county of

RE: Lien on real property pursuant to RSA ~~165:28~~ (supp.) for aid given by the City or Town of
Dover

Recipient: *client name* of Dover, County, New Hampshire

Description of property: Land and building(s) located at *address*

being assessor's lot(s) number *book & page number*

Be it known that, Dover has expended funds for and in behalf of the above-captioned recipient for
which funds the city/town is entitled to a lien pursuant to RSA 165:28 (supp.).

Human Services Director

Signature

Date

current date

NOTICE OF DISCHARGE OF LIEN

MUNICIPALITY OR COUNTY OF

Dover

TO: Register of deeds for the county of

The lien established by the City or Town of Dover pursuant to RSA 165:28 is filed in the County Registry of Deeds against **client name** of **address**. Dover is hereby discharged with respect to:

Description of property: Land and building(s) located at **address**

being assessor's lot(s) number **book & page number**

Human Services Director

Signature

Date

VOUCHER

Dover City Welfare

current date

61 Locust St
Dover NH 03820-3704
603-516-6500

Vendor:

Dover ID: 20113
NH 03820

Casehead:

Dover NH

Recipient:

Vendors: Furnish to the above Recipient, the following items not to exceed the amount shown

SERVICE	DESCRIPTION	AMOUNT
Account Number:	Service Start Date: 5/1/2014 Service End Date: 5/31/2014	

THIS IS TO CERTIFY THAT I HAVE RECEIVED GOODS OR SERVICES TO THE AMOUNT NAMED ABOVE

SIGNED

SIGNED

RECIPIENT SIGNATURE

WELFARE ADMINISTRATOR

SIGNED

RECIPIENT SIGNATURE AT TIME OF PURCHASE

BY

VENDOR'S AUTHORIZED AGENT

Vendors: For payment, attach the itemized bill and submit to Dover City Welfare

CITY OF DOVER WELFARE GUIDELINES



REVISED 2014

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GENERAL ASSISTANCE GUIDELINES

INTRODUCTION

The local governing body, as defined in RSA 672:6, of every town and city in the state shall adopt written guidelines relative to general assistance. The guidelines shall include, but not be limited to the following:

- A. The process for application for general assistance.
- B. The criteria for determining eligibility.
- C. The process for appealing a decision relative to the granting of general assistance.
- D. The process for the application of rents under RSA 165:4-b, if the municipality used the offset provisions of RSA 165:4-a.
- E. A statement that qualified state assistance reductions under RSA 167:82,VIII may be deemed as income, if the local governing body has permitted the welfare administrator to treat a qualified state assistance reduction as deemed income under RSA 165:1-e.

I. Definitions

AGENCY: Any health, social service or other entity that provides services to a client. Any such entity to which a welfare official may refer a client for additional resources and/or assistance.

APPLICANT: A person who expresses a desire to receive general assistance or to have his/her eligibility reviewed and whose application has not been withdrawn. This may be expressed either in person or by an authorized representative of the applicant.

APPLICATION (RE-APPLICATION): Written action by which a person requests assistance from a welfare official. This application must be made on a form provided by the welfare official. The application form may be written or completed electronically (if available) by means of an interview conducted by a welfare official and verified by the applicant's signature.

ASSETS: All cash, real property, personal property and future assets owned by the applicant in whole or in part.

AVAILABLE LIQUID ASSETS: Amount of assets after exclusions enumerated in Section IX(D). Includes, but not limited to, cash on hand, checking accounts, bank deposits, credit union accounts, stocks, bonds and securities. IRA (Individual Retirement Account), 401K accounts, insurance policies with a loan value, and non-essential personal property shall be considered as available liquid assets when they have been converted into cash.

CASE MANAGEMENT: A holistic collaborative process of assessment, planning, facilitation and advocacy for options and services to meet an individual's and/or household's short and long term emergency needs through communication and available resources to promote safe, cost-effective outcome.

CASE RECORD: Official files including, but not limited to, general applications, office forms, correspondence, relevant case notes, determination of eligibility, details provide to client of expectations, reasons for decisions and description of assistance given. The case record may be maintained electronically (if available). A hard copy of all relevant and signed documents should be maintained in accordance with state law.

CITY MANAGER: The duly authorized City Manager for the City of Dover.

CLAIMANT: A recipient or applicant who has requested, either in person or through an authorized representative, a fair hearing under Section XIV of these guidelines.

CLIENT: An individual who receives services from the welfare department. This may be a single person or encompass a family as defined per welfare guidelines.

ELIGIBILITY: Determination by a welfare official, in accordance with the guidelines, of an applicant's need for general assistance under the formula provided in Section IX.

FAIR HEARING: A hearing which the applicant or recipient may request to contest a denial, termination or reduction of assistance. The standards for such a hearing are in Section XIV.

GENERAL ASSISTANCE: Financial assistance provided to applicants in accordance with RSA 165 and these guidelines.

HOMELESS SHELTER: A temporary housing provider through which an individual or family may seek emergency housing until permanent housing is obtained.

HOUSEHOLD: A household is defined as:

The applicant/recipient and persons residing with the applicant/recipient in the relationship of father, mother, stepfather, stepmother, son, daughter, husband, wife, or legal domestic partner; and/or

The applicant/recipient and any adult (including an unrelated person) who resides with the applicant/recipient "in loco parentis" (in the role of a substitute parent) to a minor child (a person under 18 years of age). A person "in loco parentis" is one who intentionally accepts the rights and duties of a natural parent with respect to a child not their own and who lived with the child long enough to form a "psychological family".

MINOR: A person under 18 years of age.

NEED: The basic maintenance and support requirements of an applicant, as determined by a welfare official under the standards of Section IX (E) of these guidelines.

RECIPIENT: A person who is receiving general assistance.

“RELIEVE AND MAINTAIN”: The sustaining of basic needs necessary to the health and welfare of the household.

RESIDENCE/RESIDENCY: Residence or residency shall mean an applicant’s place of abode or domicile. The place of abode or domicile is that place designated by the applicant as their principle place of physical presence for the indefinite future to the exclusion of all others. Such residence or residency shall not be interrupted or lost by temporary absence from it, if there is an intent and/or means to return to such residence or residency as the principal place of physical presences. RSA 165:1 (I); 21:6-a.

RESIDENTIAL UNIT: All persons physically residing with the applicant, including persons in the applicant’s household and those not within the household.

UTILITY: Any service such as electric, gas, oil, water or sewer necessary to maintain basic health and welfare of the household.

VENDOR/PROVIDER: Any landlord, utility company, store or other business which provides goods or services needed by the applicant/recipient.

VOUCHER SYSTEM: The system whereby a municipality issues vouchers to the recipient’s vendors and providers rather than cash to the recipient. RSA 165:1(III). See Section VIII.

WELFARE OFFICIAL: The official of the municipality, or designee, who performs the function of administering general assistance. Such person has the authority to make all decisions regarding the granting of assistance under RSA 165, subject to the overall fiscal responsibility vested in the selectpersons, board of alderpersons, city or town manager, or city or town council. The term includes “overseers of public welfare” (RSA 165:1; 41:46) and “administrator of town or city welfare” RSA 165:2.

WORKFARE: Labor performed by welfare recipients at municipal sites or human service agencies as reimbursement for benefits received. RSA 165:31.

II. Severability

If any provision of these guidelines is held at law to be invalid or inapplicable to any person or circumstances, the remaining provisions will continue in full force and effect.

III. Confidentiality of Information

Information given by or about an applicant or recipient of general assistance is confidential and privileged, and is not a public record under the provisions of RSA 91-A. Such information will not be published, released, or discussed with any individual or agency without written permission of the applicant or recipient except when disclosure is required by law, or when necessary to carry out the purposes of RSA 165. RSA 165:2-c.

IV. Roles of Local Governing Body and Welfare Official

The responsibility of the day to day administration of the general assistance program should be vested in the appointed welfare official. The welfare official shall administer the general assistance program in accordance with the written guidelines of the municipality. The local governing body (city council) is responsible for the adoption of the guidelines relative to general assistance. RSA 165:1 (II).

V. Maintenance of Records

A. Legal Requirement

Each welfare official is required by law to keep complete paper and/or electronic records concerning the number of applicants given assistance and the cost of such support. Separate case records shall be established for each individual or family applying for general assistance. The purpose for keeping such records is:

1. To provide a valid basis of accounting for expenditure of the municipality's funds;
2. To support decisions concerning the applicant's eligibility;
3. To assure availability of information if the applicant or recipient seeks administrative or judicial review of the welfare official's decision;

4. To provide the welfare official with accurate statistical information; and
5. To provide a complete history of an applicant's needs and assistance that might aid the welfare official with ongoing or potential future case management and in referring the applicant to appropriate agencies and other support entities.

B. Case Records

The welfare official shall maintain case records containing the following information:

1. The complete application including an authorizations signed by the applicant allowing the welfare official to obtain or verify any pertinent information in the course of assisting the recipient, to include a signed Authorization to Release Information from the New Hampshire Division of Health and Human Services.
2. Written grounds for approval or denial of application, contained in a Notice of Decision.
3. A narrative history recording assistance sought, the results of investigations of applicants' circumstances, referrals, changes in status and other relevant communications as determined by the welfare official.
4. Record forms which has complete data regarding the type, amount and dates of assistance given which may be kept on paper or electronically.

VI. Application Process

A. Right to Apply

1. Anyone may apply for general assistance by appearing in person or through an authorized representation (if in person is impossible) and completing a written or available electronics application form. If more than one adult resides in a household, each may be required to appear at the welfare office and apply for assistance, unless one is working at a place of employment or otherwise reasonably unavailable.

Unrelated adults in the applicant's residential unit may be required to apply separately if they do not meet the definition of household as defined in these guidelines. Each adult in the household may be requested to sign a separate release of information forms.

2. The welfare official shall not be required to accept an application for general assistance from a recipient who is subject to a suspension pursuant to

Section XIII(C) of these guidelines (RSA 165:1-b, VI); provided that any applicant who contests a determination of continuing noncompliance with the guidelines may request a fair hearing as provided in Section XIII (C)(7); and provided further that a recipient who has been suspended for at least one (1) calendar year due to continued noncompliance may submit a new application.

B. Welfare Official's Responsibilities at Time of Application

When an application is made for general assistance, the welfare official shall inform the applicant of:

1. The requirement of submitting an application. The welfare official shall provide assistance to the applicant in completing the application, if necessary (e.g.; applicant is physically or mentally unable to complete the application);
2. Eligibility requirements, including a general description of the guideline amount and the eligibility formula;
3. The applicant's right to a fair hearing and the manner in which a review may be obtained, if sought;
4. The applicant's responsibility for reporting all facts necessary to determine eligibility and for presenting records and documents as requested and as reasonably available to support statements;
5. The joint responsibility of the welfare official and applicant to exploring facts concerning eligibility, needs and potential resources;
6. Verifications needed;
7. That an investigation will be conducted in order to verify facts and statements presented by the applicant;

8. The applicant's responsibility to notify the welfare official of any change in circumstances that may affect eligibility;
9. Other forms of assistance for which the applicant may be eligible if sought;
10. The requirement of placing a lien on any real property owned by the recipient, or any civil judgments or property settlements, for any assistance given, except for good cause;
11. Reimbursement from the recipient will be sought if he/she becomes able to repay the amount of assistance given; and
12. The applicant's right to review the guidelines, if sought.

C. Responsibility of Each Applicant and Recipient

At the time of initial application, and at all times thereafter, the applicant/recipient has the following responsibilities:

1. To provide accurate, complete and current information concerning needs and resources and the whereabouts and circumstances of relatives who may be responsible under RSA 165:19;
2. To notify the welfare official promptly when there is a change in needs, resources; address or household size.
3. To apply for immediately, but no later than 7 days from completed application, and accept any benefits or resources; public or private, that will reduce or eliminate the need for imminent or potential future general assistance. RSA 165:1-b, l(d);
4. To keep all appointments as scheduled;
5. To provide records and other pertinent information and access to said records and information when requested;
6. To provide a verifiable doctor's statement if claiming an inability to work due to medical problems;
7. Following a determination of eligibility for assistance, to diligently search for employment and provide a verifiable job search as determined by the welfare official, to accept employment when offered (except for documented reasons

of good cause (RSA 165:1-d); and to maintain such employment. RSA 165:1-b; I(c);

8. Following a determination of eligibility for assistance, to participate in the workfare program (if required) and if physically and mentally able. RSA 165:1-b, I(b); and
9. To reimburse assistance granted if returned to an income status and if such reimbursement can be made without financial hardship. RSA 165:20-b.

An applicant shall be denied assistance if he/she fails to fulfill any of these responsibilities without reasonable justification. A recipient's assistance may be terminated or suspended for failure to fulfill any of these responsibilities without reasonable justification, in accordance with Section XIII(C).

Any recipient may be denied or terminated from general assistance, in accordance with Section XIII, or may be prosecuted for a criminal offense, if he/she, by means of intentionally false statements or intentional misrepresentation, or by impersonation or other willfully fraudulent act or devices, obtains or attempts to obtain any assistance to which he/she is not entitled.

D. Actions on Applications

1. Decision: Unless an application is withdrawn, the welfare official shall make a decision concerning the applicant's eligibility immediately in the case of emergency, or within five working days after submission of the application. A written notice of decision shall be given in hand, delivered or mailed on the same day or next business/working day following the making of the decision. The notice of decision shall state that assistance of a specific kind and amount has been given and the time period of aid, or that the application has been denied and, reasons for denial.

A decision may also be made to pend an application subject to receipt of specified information from the applicant. The notice of decision shall contain a first notice of conditions for assistance and shall notify the applicant of his/her right to a fair hearing if dissatisfied with the welfare official's decision. RSA 165:1-b, II, III.

2. **Emergency Assistance:** If, at the time of initial contact, the applicant demonstrates and verifies that an immediate need exists, because of which the applicant may suffer a loss of a basic necessity of living and imminent threat to life or health (such as loss of shelter, utilities, heat, lack of food or life-saving/sustaining prescriptions) and no reasonable alternative can be found, then temporary aid to fill such immediate need shall be given immediately, pending a decision on the application. Such emergency assistance shall not obligate the welfare official to provide further assistance after the application process is completed.
3. **Temporary Assistance:** In circumstances where required records are not available, the welfare official may give temporary limited approval of an application pending receipt of required documents. Temporary status shall not extend beyond two weeks. The welfare official shall not insist on documentary verification if such records are totally unavailable.
4. **Withdrawn Applications:** An application shall be considered withdrawn if:
 - a. The applicant has refused to complete an application or has refused to make a good faith effort to provide required verifications and sufficient information for the completion of an application. If an application is deemed withdrawn for these reasons, the welfare official shall so notify the applicant in a written notice of decision;
 - b. The applicant dies before assistance is rendered;
 - c. The applicant avails him/herself of other resources to meet the need in place of assistance;
 - d. The applicant requests that the application be withdrawn (preferably in writing); or
 - e. The applicant does not contact the welfare official after the initial interview after being requested to do so.

E. Home Visits

A home visit may be made by appointment at the request of any applicant, but only when it is impossible for the applicant or their representative to apply in person. Home visits will be made in pairs (i.e. no welfare official shall make a home visit alone).

The home visit shall be conducted in such a manner as to preserve, to the greatest extent possible, the welfare official's health and safety and the privacy and dignity of the applicant. To this end, the person conducting the visit shall not be in uniform or travel in a law enforcement vehicle, shall be polite and courteous and shall not knowingly discuss or mention the application within the listening area of someone who is not a member of the household.

Applicant housing is expected to meet local health and safety codes standards. During the house visit the welfare official may discuss any in line of sight possible housing safety code violations by the landlord/owner with the applicant and may report all possible violations to proper municipal departments/authorities.

VII. Verification of Information

Any determination or investigation of need or eligibility shall be conducted in a manner that will not violate the privacy or personal dignity of the individual or harass or violate his/her individual rights.

A. Required Verifications

Verification will be required of the following:

1. Applicant's address;
2. Facts relevant to the applicant's residence, as set forth in Section IX(B) and X.
3. Names of persons in applicant's residential unit;
4. Applicant's and household income and assets;
5. Applicant's and household's financial obligations;
6. The physical and mental condition of household members, only where relevant to their receipt of assistance, such as ability to work at a place of employment, determination of needs or referral to other forms of assistance;
7. Any special circumstances claimed by applicant;
8. Applicant's employment status and availability in the labor market;

9. Names, addresses and employment status of potentially liable relatives;
- 10: Current utility costs;
- 11: Current housing costs;
- 12: Current prescription costs; and
- 13: Any other costs that the applicant wishes to claim as a necessity.

B. Verification Records

Verification may be made through records provided by the applicant (for example, birth and marriage certificates, pay stubs, pay checks, rent receipts, bank statements, relevant police reports, etc.) as primary sources. The failure of the applicant to bring such records does not affect the welfare official's responsibility to process the application promptly. The welfare official shall inform the applicant what records are necessary and the applicant is required to produce records possessed as soon as possible for application consideration. However, the welfare official shall not insist on documentary verification if such records are no reasonably available but shall ask the applicant to provide alternative means of verification.

C. Other Sources of Verification

Verification may also be made through other sources, such as relatives, landlords, employers, former employers, banks, schools personnel and social or government agencies. The cashier of the national bank or a treasurer of a savings and trust company is authorized by law to furnish information regarding amounts deposited to the credit of an applicant or recipient. RSA 165:4

D. Written Consent of Applicant

When information is sought from such other sources, the welfare official shall explain to the applicant or recipient what information is desired, how it will be used, and the necessity of obtaining it in order to establish eligibility. Before contact is made with any other source, the welfare official shall obtain written consent of the applicant or recipient, unless the welfare official has reasonable grounds to suspect fraud. In the case of suspected fraud, the welfare official shall carefully record his/her reasons and actions, and before any accusation or confrontation is made, the applicant shall be given an opportunity to explain or clarify the circumstances in question.

E. Legally Liable Relatives

The relation of any poor person in the line of father, mother, stepfather, stepmother, son, daughter, husband or wife shall assist or maintain such person when in need of relief. Said person shall be deemed able to assist such person if his/her income is more than sufficient to avoid causing a financial hardship. RSA 195:19

F. Refusal to Verify Information

Should the applicant or recipient refuse comment and/or indicate an unwillingness to have the welfare official seek further information that is necessary, assistance shall be denied for lack of eligibility.

VIII. Disbursements

The City of Dover pays through a voucher system. RSA 165:1 (III). Vouchers are payable directly to the vendors (landlords, utilities, stores, etc.) involved.

The amount shown on the voucher is the maximum amount to be used for payment. In accordance with the municipality's accounting practices, a recipient may be required to sign the voucher to insure proper usage. The vendor returns the voucher with the required documentation for payment to the welfare official. After the initial transaction, if there is any unspent money, the voucher shall be returned to the municipality for payment of the actual amount listed on an itemized bill or register tape. Vouchers altered by the recipient or vendor shall not be honored.

A voucher previously issued, but not yet paid, may be revoked and voided under certain circumstances. If facts are discovered that would negate such issuance or fraud is determined the voucher will be cancelled promptly. If fraud is involved, the facts surrounding the matter will be given to the appropriate law enforcement authorities for action. The revocation of assistance is not meant to replace the suspension process for issues of noncompliance.

IX. Determination of Eligibility and Amount

A. Eligibility Formula

An applicant is eligible to receive assistance when:

1. He/she meets the non-financial eligibility factors listed in Section C below; and
2. The applicant's basic welfare maintenance need, as determined under Section E below, exceeds his/her available income (Section F below) plus available liquid assets (Section D below). If available income and available liquid assets exceed the basic maintenance need (as determined by the guideline amounts), the applicant is not eligible for general assistance. If the need exceeds the available income/assets, the amount of assistance granted to the applicant shall be the difference between the two amounts, in the absence of circumstances deemed by the welfare official to justify an exception.

B. Legal Standard and Interpretation

"Whenever a person in any town is poor and unable to support himself he shall be relieved and maintained by the overseers of public welfare of such town, whether or not he has a residence there." RSA 165:1, 1.

1. An applicant cannot be denied an application for assistance because he/she is not a resident of the City.
2. "Whenever" means at any or whatever time a person is poor and unable to support him/herself and without reasonable alternative options to deem general assistance unnecessary.
 - a. The welfare official, or person authorized to act on his/her behalf, shall be available during normal business hours.
 - b. The eligibility of any applicant for general assistance shall be determined no later than five(5) business/working days after the application is submitted. If the applicant has an emergency life safety need, then the assistance for such emergency need shall be immediately provided in accordance with Section VI (D)(1), (2); provided an application is submitted.
3. "Poor and unable to support" means that an individual lacks income, available liquid assets and resources to adequately provide for the basic welfare maintenance needed of him/herself or family as determined by the guidelines.

4. "Relieved" means an applicant shall be assisted to meet those basic welfare needs described by city welfare guidelines.

C. Non-Financial Eligibility Factors

1. Age: General assistance cannot be denied any applicant because of the applicant's age. Minor applicants shall be referred to Protective Services of the NH Division of Children, Youth and Families for support and case management. Minors have the residence of their parent(s) or legal guardian(s). Minors are the financial responsibility of the parent(s) or legal guardian(s).
2. Support Action: No applicant or recipient shall be compelled, as a condition of eligibility or continued receipt of assistance, to take any legal action against any other person. The municipality may pursue recovery against legally liable persons or governmental units. See Section XVI.
3. Eligibility for Other Categorical Assistance: Recipients who are, or may be, eligible for any other form of public assistance must apply for such assistance immediately, but no later than seven days after being advised to do so by the welfare official. Failure to do so may render the recipient ineligible for assistance and subject to action pursuant to Section XIII of these guidelines.
4. Employment: An applicant who is gainfully employed, but whose income and assets are not sufficient to meet basic necessary household expenses, may be eligible to receive general assistance. However, recipients who without good cause refuses a job offer or referral to suitable employment, participation in the workfare program, or who voluntarily leave a job without good cause may be ineligible for continuing general assistance in accordance with the procedures for suspension outlined in the guidelines. The welfare official shall first determine, whether there is good cause for such refusal, taking into account the ability and physical and mental capacity of the applicant, available transportation, working conditions that might involve unreasonable risks to health or safety, availability of safe and reasonable child care, or any other factors that might make refusing a job reasonable considering the financial situation of the household. Employment requirements shall extend to all adult members of the household.
5. Registration with the New Hampshire Department of Employment Security (NHES) and Employment Search Requirements: All unemployed recipients and adult members of their households shall, within seven days (7) after completing and intake or after having been granted assistance, register with

NHES to attain employment and must conduct a reasonable, verifiable job search as determined by the welfare official. Each recipient must apply for employment to each employer to whom he/she is referred by the welfare official. These employment search requirements apply unless the recipient and each other adult member of the household is:

- a. Gainfully employed full-time and permanent employment status;
- b. A dependent 18 years of age or under who is regularly attending secondary school;
- c. Unable to work at a place of employment due to illness or mental or physical disability of him/herself or another member of the household, as verified by the welfare official; or
- d. Solely responsible for the care of a child under the age of one. A recipient responsible for the care of a child aged one to twelve shall not be excused from employment search requirements, but shall be deemed to have good cause to refuse a job requiring employment during hours the child is not usually in school, if there is no reasonable responsible person available to provide care and it is verified by the welfare official that no other care is available.

The welfare official shall give all reasonably necessary assistance to ensure compliance with registration and employment requirements, including the granting of allowances for transportation and clothes for employment as part of an allowable budget expense. The welfare official will discuss job search techniques and strategies for attaining employment. Failure of a recipient to comply with these requirements without good cause will be reason for denial of assistance.

6. Students: Applicants who are post-secondary school students with unreasonable employment availability limitations or refusing to seek full-time employment are not eligible for general assistance.
7. Non-Citizens: The welfare officer may, in his/her sole discretion, provide limited emergency life-safety needs assistance to non-citizens not otherwise eligible for general assistance.
 - a. A non-citizen who is not:
 - i. A qualified alien under 8 USCA 1641:

- ii. A non-immigrant under the federal Immigration and Nationality Act;
 - iii. An alien paroled into the United States for less than one year under 8 USCA 1621 (a).
 - b. Qualified aliens include aliens who are lawfully admitted for permanent residence under the Immigration and Nationality Act (8 USCA 1101 et seq.), aliens who are granted asylum under that act, certain refugees and certain battered aliens. 9 USCA 1641.
 - c. A non-citizen who is not eligible for general assistance may be eligible for state assistance with health care items and services that are necessary for the treatment of emergency medical condition, which is defined as a medical condition (including emergency labor and child delivery) manifesting itself by acute symptoms of sufficient severity including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:
 - i. Placing the patient's health in serious jeopardy;
 - ii. Serious impairment to bodily functions; or
 - iii. Serious dysfunction of any bodily organ or part. 8 USCA 1621)b) and 42 USCA 1396 (v)(3).
 - d. A non-citizen may also be eligible for general assistance for treatment of any emergency medical condition, pursuant to Section IX (E)(8)(a) of these guidelines.
 - e. Non-citizen applicants for general assistance may be required to provide proof of eligibility. 8 USCA 1625.
8. Property Transfers: No applicant who is otherwise eligible shall receive such assistance if he/she has made an assignment, transfer or conveyance of property for the purpose of rendering him/herself eligible for assistance within three years immediately preceding his/her application. RSA 165:2-b
9. Employment of Household Members: The employment requirements of these guidelines, or participation in the workfare program, shall be required for all adults aged 18 to 65 years residing in the same household, except those regularly attending secondary school or employed on a full-time, permanent employment status basis, who are:

- a. Members of the recipient's household;
- b. Legally liable to contribute to the support of the recipient and/or children of the household; and
- c. Not prevented from maintaining employment and contributing to the support of the household by reason of physical or mental disability or other justifiable cause as verified by the welfare official.

The welfare official may waive this requirement where failure of the other household members to comply is not the fault of the recipient and the welfare official decides it would be unreasonable for the recipient to establish a separate household. RSA 165:32.

10. Disqualification for Voluntary Termination of Employment: Any applicant eligible for assistance who voluntarily terminated employment shall be ineligible to receive assistance for ninety (90) days from the date of employment termination, provided the applicant:
 - a. Has received local welfare in the past three hundred sixty-five (365) days;
 - b. Has been given notice that voluntary termination of employment without good cause could result in disqualification;
 - c. Has terminated employment of at least twenty (20) hours per week without good cause within sixty (60) days of an application for local welfare;
 - d. Is not responsible for supporting minor children in his/her household, which caused an inability to maintain employment; or
 - e. Did not have a verifiable mental or physical impairment, which caused an inability to maintain employment.

Good cause for termination of employment shall include any of the following: discrimination, unreasonable employment demands or unsuitable employment, retirement, leaving a job in order to accept a bona-fide job offer, migrant farm labor or seasonal construction and lack of transportation or child care. An applicant shall be considered to have voluntarily terminated employment if the applicant fails to report for employment without good cause. An applicant who is fired or resigns from a job at the request of the employer due to applicant's inability to maintain the employer's normal work productivity standard shall not be considered to have voluntarily terminated employment. RSA 165:1-d.

D. Available Assets

1. Available Liquid Assets: Cash on hand, bank deposits, credit union accounts, securities and retirement plans (i.e.; IRA's deferred compensation, Keogh's etc.) are available liquid assets. Insurance policies with a loan value and non-essential personal property may be considered as available liquid assets when they have been converted into cash. The welfare official shall allow a reasonable time for such conversion. However, tools of a trade, livestock and farm equipment and necessary and ordinary household goods are essential items of personal property which shall not be considered as available assets.
2. Automobile Ownership: The ownership of one (1) automobile by an applicant/recipient or his/her dependent does not affect eligibility if it is essential for transportation to seek or maintain employment, to procure frequent medical services or rehabilitation services, or if its use is essential to the maintenance of the individual or the family and if alternative transportation is not available or not cost effective.
3. Life Insurance: The ownership of a life insurance policy(s) does not affect eligibility. However, when a policy has cash or loan value, the recipient will be required to obtain and/or borrow all available funds, which shall then be considered available liquid assets. Payments made for the continuation of life insurance policies may not be considered a needed allowable expense.
4. Real Estate: The type and amount of real estate owned by an applicant does not affect eligibility, although rent or other such income from property shall be considered as available to meet needs. Applicants owning real estate property, other than that occupied as their primary residence, shall be expected to make reasonable efforts to dispose of it at fair market value. Applicants shall be informed that a lien covering the amount of any general assistance they receive shall be placed against any real estate they own. RSA 165:28.

E. Standard of Need

The basic financial requirement for general assistance is that an applicant be poor and unable to support him/herself. An applicant shall be considered poor when he/she has insufficient available income/assets to purchase either for him/herself or dependents any of the following:

1. Permanent Housing/Shelter: The amount to be included as “need” for permanent housing/shelter, including tenancy, is the actual cost of rent or mortgage necessary to provide shelter in the City as determined either by the most recent HUD Fair Market Rents, New Hampshire Housing Finance Authority Rental Survey or by minimum reasonable local market rent factors, as chosen by the welfare official.
 - a. Permanent Housing/Shelter Arrearages: Shelter arrearages are not normally included. The welfare official may assist in the least costly manner, or provide alternate means to accommodate the health and safety of the household unit. The welfare official may, in his/her sole discretion assist with shelter arrearages if, such payment is necessary to prevent eviction or foreclosure and to protect the health and safety of the household and if household can verify ability to afford/maintain housing based on present and/or projected verifiable income. However, if the amount of such mortgage or rental arrearage substantially exceeds the cost of alternative, available housing which complies with local health and housing code standards, or if the payment of arrears will not prevent eviction or foreclosure, the welfare official may instead authorize payment of first month rent, for such alternative housing if, under the circumstances of the case, it is reasonable to do so and would provide for basic health and safety needs for the applicant household. Other alternative housing may include transitional housing or homeless shelters. Preference will be given to seeking local area transitional housing and homeless shelter options. Special consideration will be given to assisting an applicant/client residing in federally subsidized housing or other substantially below market rent housing to retain such housing.
 - i. Residents seeking rent or mortgage assistance within the first three months of occupancy may be expected to verify ability to reasonably financially maintain said expenses at time of move in.
 - ii. Housing is expected to meet local ordinance and code standards as verified by the local building/ code inspector for consideration of financial housing assistance.
 - b. Hotel, Motel and Inns: Occupants of hotels, motels, inns and classified as such, are not normally considered “tenants” and are exempt from the legal eviction process defined in RSA 540, RSA 540:1-a. Persons residing in housing exempt from the legal eviction process are not normally considered to be residing in permanent housing under these guidelines.

- c. Single Family Home Boarders: Occupants of single-family homes in which the occupant has no lease, which is the primary and usual residence of the owner are not normally considered “tenants” and are exempt from the legal eviction process defined in RSA 540, RSA 540:1, RSA 540:1-a. Persons residing in housing exempt from the legal eviction process is not normally considered to be residing in permanent housing under these guidelines.
- d. First Month Rent: Assistance with first month’s rent will be considered only in the event of a verifiable emergency need, i.e. inability to financially maintain current housing’s basic expenses, homelessness, uninhabitable housing as determined by the local building/code inspector or other appropriate local authority and the verified ability at the time of application to financially maintain such proposed housing is verified. Applicant is expected to seek first month rental assistance prior to moving into proposed housing, including receiving rental keys from the landlord/owner or moving personal belongings into proposed rental housing.
- e. Security Deposits: Security deposits may be included in the “need” formula if, and only if, the applicant is unable to secure alternative shelter for which no security deposit is required or is unable to secure funds, either him/herself or from alternative sources, for payment of the deposit. Any security deposit provided by the general assistance program which is returned under RSA 540-A: 7 shall be returned to the municipality, not the recipient.
- f. Relative Landlords: Whenever a relative of a client is also the landlord for the client, that landlord will be presumed able to assist his/her relatives pursuant to RSA 165:19 and must prove an inability to assist without causing a financial hardship to him/herself before any aid payment for rent is made.
- g. Emergency Temporary Shelters: The welfare official may provide referrals to homeless shelters and/or transitional housing when appropriate or needed to resolve a basic health and safety housing need. Shelter and/or transitional housing recipients are expected to abide by shelter/transitional housing rules and policies. In cases in which an appropriate referral for emergency temporary housing/shelter is provided and the applicant/recipient refuses to accept such a referral City

Welfare will not be liable for any alternative housing/shelter but may consider other forms of non-housing assistance to which he/she is otherwise eligible. In cases in which a client is involuntarily exited from an emergency shelter for violation of rules/policies or voluntarily exits the shelter without a reasonable long term housing option, resulting in the need for further emergency housing assistance, city welfare will seek alternative emergency temporary housing/shelter. However, the city will not be liable for the cost of any alternative housing. The New Hampshire Division for Children, Youth and Families may be contacted to provide support for families involuntarily exited or voluntarily leaving the provided shelter without a reasonable housing/shelter option for their children/family. RSA 169-C: 29.

2. Utilities: When utility costs are not included in the shelter expense, the most recent outstanding monthly utility bill will be included as part of “need” by the welfare official (service must be in the client’s name). Arrearages will not normally be included in “need” except as set forth below.

NOTE: The New Hampshire Public Utilities Commission (PUC) has established comprehensive rules governing the provision of some utility services. Generally speaking, the PUC governs electric, telephone, water and sewer; it does not govern any municipal utilities, propane tanks or fuel oil. With the exception of telephone, the rules are consistent across utilities. These rules and regulations cover the initiation of service, the requirement of deposits, municipal guarantees and guarantees from other third parties. There are special rules as to winter termination. The welfare official should be familiar with these rules in order to ensure that needs are properly met at the lowest available cost. The PUC has a toll free consumer assistance number: 1-800-852-3793.

- a. Arrearages: Arrearages will not be included except when necessary to ensure the health and safety of the applicant household or to prevent termination of utility service where no other resources or referrals can be utilized. In accordance with the rules of the PUC relating to electric utilities, arrearage for electric service need not be paid if the welfare official notifies the electric company that the municipality guarantees payment of current electric bills as long as the recipient remains eligible for general assistance.
- b. Restoration of Service: When utility service has been terminated and the welfare official has determined that alternative utility service is not available and safe alternative housing is not available or feasible, arrearages will be included in “need” when restoration of service is

negotiated with the utility for payment of less than the full amount of the arrears and/or may attempt to arrange a repayment plan to obtain restoration of service.

When electric service has been terminated and restoration is required, arrearages may either be included as set forth in the above paragraph or may be paid in accordance with a reasonable payment plan entered into by the applicant and the electric company. The welfare official may hold the recipient accountable for the payment arrangement for as long as the recipient continues to request general assistance on a regular basis. Payment of a payment plan may be a required element of a notice of decision or case plan.

3. Food: The Federal Supplemental Nutrition Program amount included as “need” for food purchases will be in accordance with the most recent standard Allotment, as determined under the Federal Supplemental Nutrition Program administrated by the New Hampshire Department of Health and Human Services. An amount in excess of the standard food allotment may be granted if one or more members of the household require a special diet, as verified by the welfare official, the documented cost of which is greater than can be purchased with the family’s allotment for food. Food vouchers may not be used for alcohol, tobacco or pet food. Referrals to food pantries and food kitchens/meal centers may be given to meet applicants basic emergency food needs.
4. Household Maintenance Allowance: Applicants may include, in calculating “need” the cost of providing personal and household necessities determined by the welfare official and used consistently for individuals and families. Need allowance for diapers shall be calculated based on usage.
5. Telephone: If the absence of a telephone would create an unreasonable risk to the applicant’s health or safety as verified by the welfare official or for other good cause as determined by the welfare official, the lowest available basic monthly rate will be budgeted as “need”.
6. Transportation: If the welfare official determines that transportation is necessary (e.g., for health or medical reasons, to maintain employment or to comply with conditions of assistance) “need” should include the costs of public transportation, where available. If, and only if, the transportation need cannot be reasonably provided by cost effective alternative means, such as public transportation or volunteer drivers, a reasonable amount for

car payment and gasoline should be included as part of “need” when determining eligibility or amount of aid.

7. Maintenance of Medical Insurance: In the event that the welfare official determines that the self-maintenance of medical insurance is essential, an applicant may include as “need” the reasonable cost of such premiums, especially in the event that insurance payments are less than the cost of prescriptions.
8. Emergency and Other Expenses: In the event that the applicant has the following current expenses, the actual cost shall be included as emergency and other expenses to determine eligibility and amount of assistance:
 - a. Medical Expenses: The welfare official shall not consider including amounts for medical, dental or eye services unless the applicant can verify that all other potential sources have been investigated and that there is no source of assistance other than local welfare. Other sources to be considered shall include state and federal programs, local and area clinics, area service organizations and area hospital indigent programs designed for such needs. When an applicant requests non-hospital related medical service, life-saving/sustaining prescriptions, including dental service to treat infection or eye service, the local welfare official may require verification from a doctor, dentist or person licensed to practice optometry in the area, indicating that these services are absolutely necessary and cannot be postponed without creating a significant risk that the applicant’s health will be placed in serious jeopardy. This office will consider only those medications that are considered life-saving/sustaining and the New Hampshire Division of Health and Human Services Medicaid program would consider reimbursable. Generic medications must be used unless specified otherwise by a licensed medical provider. The City of Dover Welfare Department will not normally authorize assistance for medications which would not meet the criteria of treating a diagnosed life threatening medical condition.
 - b. Legal Expenses: Except for those specifically required by statute, no legal expenses, including fines/citations will be included in “need”.
 - c. Clothing: If the applicant has an emergency clothing need which cannot be met in a timely fashion by other community resources (i.e.; Salvation Army, Red Cross, church groups) the expense of reasonably meeting that emergency clothing need will be included in “need”.

- d. Miscellaneous: Normally, cost to prevent repossession of any kind, moving expenses, storage charges, household items and any other non-essential expenses as determined by the welfare official shall not be considered allowable expenses.
9. Unusual Needs Not Otherwise Provided For in These Guidelines: If the welfare official determines that the strict application of the standard of need criteria will result in unnecessary or undue hardship (e.g. needed services are inaccessible to the applicant), such official may make minor adjustments in the criteria or may make allowances using the emergency need standards stated in Section VI(D)(2) of these guidelines. Any such determination and the reasons therefore, shall be stated in writing in the applicant's case record.
10. Shared Expenses: If the applicant/recipient household shares shelter, utility or other expenses with a non-applicant/recipient (i.e.; is part of the residential unit), then need should be determined on a pro rata share, based on the number of adults in the residential unit (e.g.; three adults in residential unit, but only one applies for assistance- shelter need is 1/3 of shelter allowance for a household of three adults).
11. Payment Levels for Allowable Expenses: When adopting these guidelines, the municipal governing body shall establish levels for various allowable expenses which shall be based on actual local market conditions and costs. The payment levels shall be reviewed by the welfare official annually and modifications presented to the municipal governing body where market conditions have changed. RSA 165:1, II.

F. Income

In determining eligibility and the amount of assistance, the standard of need shall be compared to the available income/assets. Computation of income and expenses will be by the week or month. The following items will be included in the computation:

1. Earned Income: Income in cash or in-kind earned by the applicant or any member of the household through wages, salary, commissions or profit, whether self-employed or as an employee, is to be included as income. Rental income and profits from items sold are considered earned income. With respect to self-employment, total profit is arrived at by subtracting business expenses from gross income in accordance with standard accounting principles. When income consists of wages, the amount computed should be that available after income taxes, social security and other payroll deductions required by state, federal or local law, court

ordered support payments and child care cost and employment related clothing costs have been deducted from income. Wages that are trusteed or income similarly unavailable to the applicant or applicant's dependents should not be included.

2. Income or Support from Other Persons: Contributions from relatives or other household members shall be considered as income only if available and received by the applicant or recipient. The income of non-household members of the applicant's residential unit shall not be counted as income.

(Expenses shared with non-household members may affect the level of need. See Section IX(E)(10) regarding determination of need in cases of non-household residential units.)

3. Income from Other Assistance or Social Insurance Programs:
 - a. State categorical assistance benefits, OASDI payments, Social Security payments, VA benefits, unemployment insurance benefits and payment from other government sources shall be considered income.
 - b. Federal Supplemental Nutrition Program (SNAP) allotments cannot be counted as income pursuant to federal law (7 USC 2017(b)).
 - c. Fuel Assistance cannot be counted as income pursuant to federal law (42 USC 8624 (f)(1)).
4. Court-Ordered Support Payments: Alimony and child support payments shall be considered income only if received by the applicant or recipient.
5. Income from Other Sources: Payment from pension, trust funds and similar programs shall be considered income.
6. Earnings of a Child: No inquiry shall be made into the earnings of a child 14 years of age or less unless that child makes a regular and substantial contribution to the family.
7. Option to Treat a Qualified State Assistance Reduction as Deemed Income: The welfare official may deem as income all or any portion of any qualified state assistance reduction pursuant to RSA 167:82,VIII. The following criteria shall apply to any action to deem income under this section. RSA 165:1-e.

- a. The authority to deem income under this section shall terminate when the Qualified State Assistance Reduction is no longer in effect.
- b. Applicants for general assistance may be required to cooperate in obtaining information from the Department of Health and Human Services as to the existence and amount of any Qualified State Assistance Reduction. No applicant for general assistance may be considered to be subject to a Qualified State Assistance Reduction unless the existence and amount has been confirmed by the Department of Health and Human Services.
- c. The welfare official shall provide the applicant with a written decision which sets forth the amount of any deemed income used to determine eligibility for general assistance.
- d. Whenever necessary to prevent an immediate threat to the health and safety of children in the household, the welfare official shall waive that portion, if any, of the Qualified State Assistance Reduction as necessary.

G. Residents of Shelters for Victims of Domestic Violence and Their Children

An applicant residing in a shelter for victims of domestic violence and their children who has income, and owns resources jointly with the abusive member of the applicant's household, shall be required to cooperate with the normal procedures for purposes of verification. Such resources and income may be excluded from eligibility determination unless the applicant has safe access to joint resources at the time of application. The verification process may be completed through an authorized representative of the shelter of residence. The normal procedures taken in accordance with these guidelines to recover assistance granted shall not delay such assistance.

X. Non-Residents

A. Eligibility

Applicants who are temporarily in a municipality which is not their municipality of residence and who do not intend to make a residence there are nonetheless eligible to receive general assistance, provided they are poor and unable to support themselves. RSA 165:1-c. No applicant shall be refused assistance solely on the basis of residence. RSA 165:1. The applicant's residence, prior to the temporary

relocation, may be contacted if it is learned the temporary relocation was caused, in part, by the municipal welfare departments unavailability or unwillingness to assist with the emergency situation. The applicant may be assisted with a referral to the former municipality if time, available transportation and type of emergency makes it reasonable to do so.

B. Standards

The application procedure, eligibility standard of need shall be the same for nonresidents as for residents.

C. Verification

Verification records shall not be considered unavailable, nor the applicant's responsibility for providing such records relaxed, solely because they are located in the applicant's municipality of residence.

D. Temporary or Emergency Aid

The standard for the fulfilling of immediate or emergency needs of nonresidents and for temporary assistance pending final decision shall be the same as for residents, as set forth in Section VI (D)(2).

E. Determination of Residence

Determination of residence shall be made in the applicant requests return home transportation (See paragraph F below) or if the welfare official has reason to believe the applicant is a resident of another New Hampshire municipality from which recovery can be made under RSA 165:20.

1. Minors: The residence of a minor applicant shall be presumed to be the residence of his/her custodial parent or guardian.
2. Adults: For competent adults, the standard for determining residence shall be the overall intent of the applicant, as set forth in the Section I definition of "residence". The statement of an applicant over 18 as to his/her residence or intent to establish residence shall be accepted in the absence of strongly inconsistent evidence or behavior.

F. Return Home Transportation

At the request of a nonresident applicant, any aid, temporary or otherwise, to which he/she would be otherwise entitled under the standard set forth in these guidelines may be used at the welfare official's discretion to cause the applicant to be returned to his/her municipality of residence. RSA 165:1-c.

G. Recovery

Any aid given to a nonresident, including the costs of return home transportation, may be recovered from his/her municipality of residence using the procedures of Section XVI(B).

XI. Municipal Work Programs

A. Participation

Any recipient of general assistance who is able and not gainfully employed may be required to work for the municipality or an appropriate local human service agency at any available bona fide job that is within his/her capacity (RSA 165:31) for the purpose of reimbursement of benefits received. Participants in the workfare program are not considered employees of the municipality, and any work performed by workfare participants does not give rise to any employee-employer relationship between the recipient/workfare participant and the municipality.

B. Reimbursement Rate

The workfare participant shall be allotted the prevailing municipal wage for work performed, but in no case less than the minimum wage. No cash compensation shall be paid for workfare participation; the wage value of all hours worked shall be used to reimburse the municipality for assistance given. No workfare participant shall be required to work more hours than necessary to reimburse aid rendered.

C. Continuing Financial Liability

If, due to lack of available municipal work or other good cause, a recipient does not work a sufficient number of hours to fully reimburse the municipality for the amount of his/her aid, the amount of aid received less the value of workfare hours completed shall still be owed to the municipality.

D. Allowance for Employment Search

The municipality shall provide reasonable time during working hours for the participant to conduct a documented and verifiable employment search, as determined by the welfare official.

E. Workfare Program Attendance

With prior notice to the welfare official, a recipient may be excused from workfare participation if he/she:

1. Has a conflicting job interview;
2. Has a conflicting interview at a service or welfare agency;
3. Has a medical appointment or illness;
4. As a parent or person "in loco Parents", must care for a child under the age of five. A recipient responsible for a child age five but under 12 shall not be required to participate in workfare during the hours the child is in not in school, if there is no responsible person available to provide care and no other care is available;
5. Is unable to participate in workfare due to mental or physical disability as verified by the welfare official;
6. Must remain at home because of illness or disability to another member of the household, as verified by the welfare official; or
7. Does not possess the materials or tools required to perform the task and the municipality fails to provide them.

However, the workfare participant should attempt to schedule appointments so as not to conflict with the workfare program and must notify his/her supervisor in advance of the appointment. The welfare official may require participants to provide documentation of their attendance at a conflicting interview or appointment.

F. Workfare Hours

Workfare hours are subject to approval of the supervisor and the welfare official. Failure of the participant to adhere to the agreed workfare hours (except for the

reasons listed above) will prompt review of the recipient's eligibility for general assistance and may result in a suspension or termination of assistance. See Section XIII (C)(2)(b).

G. Workers Compensation

The municipality shall provide workers compensation coverage to participants in workfare programs in the same manner such coverage is provided to other municipal employees. RSA 281-A:2, VII(b).

XII. Burial & Cremations

The welfare official shall provide for burial or cremation of eligible persons found in the municipality at time of death. In such cases where the deceased, at the time of death, has a residence in another city, town or state the next of kin or other responsible party will be referred to contact the appropriate agency. If the deceased was a resident of municipality at the time of death, assistance may be applied for on behalf of the deceased person, however the application should be made before any burial or cremation expenses are incurred. The expense may be recovered from the deceased person's municipality of residence or from a liable relative pursuant to RSA 165:3,II. If the welfare official verifies relatives or other private persons, the state or other sources are unable to cover the entire burial/cremation expense, the municipality will pay up to \$650 for burial/cremation. The total burial/cremation expense is not to exceed \$2000.00. RSA 165-3, RSA 165:1-b, RSA 165:27 and 165:27-a.

Special religious rites, beyond the maximum amount the municipality will pay, will not be paid for at the public expense.

The municipality will not pay burial and/or cremation benefits in the instance of passé funeral charges. The request should be made prior to the burial and/or cremation, in a timely manner, immediately following the time of death.

XIII. Right to Notice of Adverse Action

A. Right to a Written Decision

All persons have a constitutional right to be free of unfair, arbitrary or unreasonable action taken by government. This includes applicants for and recipients of general assistance whose aid has been denied, terminated or reduced. Every applicant and recipient shall be given a written notice of every decision regarding assistance

(Section VI(D) for notice where application is granted). The welfare official will make every reasonable effort to ensure that the applicant understands the decision.

B. Action Taken for Reasons Other Than Noncompliance with the Guidelines

1. Whenever a decision is made to deny assistance or to refuse to grant the full amount of assistance requested, a notice of the decision shall be given or mailed to the applicant either the same day or next business/work day following the making of the decision or within five (5) business/work day from the time the application is completed and submitted, whichever occurs first.
2. In any case where the welfare official decides to terminate or reduce assistance for reasons other than noncompliance with the guidelines, the official shall send notice at least seven (7) days in advance of the effective date of the decision to the recipient stating the intended action.
3. The notice required by paragraphs 1 and 2 above shall contain:
 - a. A clear statement of the reasons for the denial or proposed termination or reduction.
 - b. A statement advising the recipient of his/her right to a fair hearing and that any request for a fair hearing must be made in writing within five business/work days.
 - c. A form on which the recipient may request a fair hearing, if such a hearing is sought.
 - d. A statement advising the recipient of the time limits which must be met in order to receive a fair hearing.
 - e. In accordance with Section XIV fair hearing guidelines, a statement that assistance may continue, if there was initial eligibility, until the date of hearing, if requested by the claimant. Aid must be repaid if the claimant fails to prevail at the hearing.

C. Suspension for Noncompliance with the Guidelines

1. Due Process: Recipients must comply with these guidelines and the reasonable requests of welfare officials. Welfare officials must enforce the guidelines while ensuring that all recipients and applicants receive due process. Recipients should be given reasonable notice of the conditions and requirements of eligibility and continuing eligibility and notice that noncompliance may result in termination or suspension.
2. Conditions: Any applicant/recipient otherwise eligible for assistance shall become ineligible under RSA 165:1-b if he/she willfully and without good cause fails to comply with the requirements of these guidelines relating to the obligation to:
 - a. Disclose and provide verification of income, resources or other material financial data, as set out in Section VI(C) and VII of these guidelines, including any changes in this information;
 - b. Participate in the workfare program under Section VI(C), to the extent assigned by the welfare official;
 - c. Comply with the employment search requirements imposed by the welfare official under Section VI(C); and
 - d. Within seven (7) days, apply for other public assistance, as required by the welfare official under Section VI(C).
3. First Notice: No recipient otherwise eligible shall be suspended for noncompliance with conditions unless he/she has been given a written notice of the actions required in order to remain eligible and a seven (7) day period within which to comply. The first notice should be given at the time of the notice of decision and thereafter as conditions change. Additional notice of action required should also be given, as eligibility, is re-determined, but without an additional seven day period unless new actions are required. RSA: 165-b, II.
4. Noncompliance:
 - a. If a recipient willfully and without good cause fails to come into compliance during the seven (7) day period or willfully falls into noncompliance within thirty (30) days from receipt of a first notice, the welfare official shall give the recipient a suspension notice, as set forth in paragraph 5.

- b. If a recipient falls into noncompliance for the first time more than thirty (30) days after receipt of a first notice, the welfare official shall give the recipient a new first notice with a new seven day period to comply before giving the recipient the suspension notice. RSA 165:1-b, (III).
5. Suspension Notice: Written notice to a recipient that he/she is suspended from assistance due to failure to comply with the conditions required in a first notice shall include:
- a. A list of the guidelines with which the recipient is not in compliance and a description of those actions necessary for compliance;
 - b. The period of suspension (See paragraph 6 below);
 - c. Notice of the right to a fair hearing on the issue of willful noncompliance and that such request must be made in writing within five (5) days of receipt of the suspension notice;
 - d. A statement that assistance may continue in accordance with the prior eligibility determination until the fair hearing decision is made if the recipient so requests on the request form for the fair hearing, however, if the recipient fails to prevail at the hearing:
 - i. the suspension will start after the decision, and
 - ii. such aid must be repaid by the recipient; and
 - e. A form on which the individual may request a fair hearing and the continuance of assistance pending the outcome.
6. Suspension Period: The suspension period for failure to comply with the guidelines shall last:
- a. Either seven (7) days or fourteen (14) days if the recipient has a prior suspension which ended within the past six month, and
 - b. Until the recipient complies with the guidelines if the recipient, upon the expiration of the seven (7) or fourteen (14 day) suspension period, continues to fail to carry out the specific actions set forth in the notice.

- c. Notwithstanding paragraph C(6)(b) above, a recipient who has been suspended for continued noncompliance for at least one (1) calendar year may file a new application for assistance without coming back into compliance.
7. Fair Hearing on Continuing Noncompliance: A recipient who has been suspended until he/she complies with the guidelines may request a fair hearing to resolve a dispute over whether or not he/she has satisfactorily complied with the required guidelines, however, no assistance shall be available under paragraph C(5)(d) above.
8. Compliance After Suspension: A recipient who has been subject to a suspension and who has come back into compliance shall have his/her assistance resumed, provided he/she is still otherwise eligible. The notice of decision stating that assistance has been resumed should again set forth the actions required to remain eligible for assistance, but need not provide a seven (7) day period for compliance unless new conditions have been imposed.
9. Misrepresentation: Misrepresentation of information by a client is grounds for denial and suspension of City Welfare assistance and may result in prosecution for the crimes, including but not limited to Unsworn Falsification, RSA 641:3, Theft by Deception RSA 637:4 and/or Identity Fraud RSA 638:27.
10. The welfare official is not required to accept further applications for assistance during a period of suspension.

XIV. Fair Hearings

A. Requests

A request for a fair hearing is a written expression, by the applicant or recipient or any person acting for him/her, to the effect that he/she wants an opportunity to present his/her case to a higher authority. When a request for assistance is denied or when an applicant desires to challenge a decision made by the welfare official relative to the receipt of assistance, the applicant must present a request for a fair hearing to the welfare official within five (5) business/working days of receipt of the notice of decision at issue. RSA 165:1-b, (III).

B. Time Limits for Hearings

Hearings requested by claimants must be held within seven (7) business/working days of the receipt of the request. The welfare official shall give notice to the claimant setting the time and location of the hearing. This notice must be given to the claimant at least forty-eight (48) hours in advance of the hearing, or mailed to the claimant at least seventy-two (72) hours in advance of the hearing.

C. Requests for Postponements

A claimant who has verifiable good cause to request a postponement of a scheduled fair hearing shall contact the welfare official at the earliest possible time prior to the fair hearing. Upon receiving documentation deemed by the welfare official to be verifiable good cause, the fair hearing will be rescheduled at next the earliest available date. A claimant shall provide documentation of such verifiable emergency circumstances to the welfare official within three (3) business/working days of the date that the request for postponement has been made. Claimants are entitled to only one (1) such postponement per fair hearing request.

1. **Verifiable Good Cause:** The claimant shall include, but not be limited to, verified medical emergency or other verified unforeseen emergency circumstances, which precludes the claimant from attending the scheduled fair hearing.
2. **Request for Postponement Prior to Three (3) Days of the Fair Hearing:** If a claimant requests a postponement earlier than three (3) business/working days of the fair hearing date and documentation deemed by the welfare official to be verifiable good cause is not provided to the welfare official within the three (3) business/working days, the scheduled fair hearing date will be honored.

If the claimant provides documentation deemed by the welfare official to be verifiable good cause within the three (3) business/working days the fair hearing will be rescheduled at the next earliest available date.

3. **Requests for Postponement Within Three(3) Days of the Fair Hearing Date:** If a claimant makes a request for postponement within three (3) business/working days of a fair hearing date, the scheduled fair hearing will be held in abeyance pending receipt of documentation deemed to be verifiable good cause by the welfare official. The documentation must be provided to the welfare official within three (3) business/working days of the date of the request for postponement.

If the claimant provides documentation deemed by the welfare official to be verifiable good cause within the three (3) business/working days, the fair hearing will be rescheduled at the earliest available date. If the claimant does not provide documentation deemed by the welfare official to be verifiable good cause within the three (3) business/working days, the fair hearing will not be rescheduled and the request for the fair hearing shall be deemed to be withdrawn by the claimant. The notice of adverse action at issue will be upheld.

D. The Fair Hearing Officer(s)

The fair hearing officer(s) may be chosen by the City Manager. The person(s) serving as the fair hearing authority must:

1. Not have participated in the decision causing dissatisfaction;
2. Be impartial;
3. Be sufficiently skilled in interviewing to be able to obtain evidence and facts necessary for a fair determination; and
4. Be capable of evaluating all evidence fairly and realistically, to explain to the claimant the laws and regulations under which the welfare official operated, and to interpret to the welfare official any evidence of unsound, unclear or inequitable policies, practices or action.

E. Fair Hearing Procedures

1. All fair hearings shall be conducted in such a manner as to ensure due process of law. Fair hearings shall not be conducted according to strict rules of evidence. The burden of proof shall be on the claimant, who shall be required to establish his/her case by a preponderance of the evidence.
2. The welfare official responsible for the disputed decision shall attend and testify about his/her actions and the reasons therefore.
3. Both parties shall be given the opportunity to offer evidence and explain their positions as fully and completely as they wish. The claimant shall have the opportunity to present his/her own case or, at the claimants option, with the aid of others, and to bring witnesses, to establish all pertinent facts, to advance any arguments without undue interference, to question or refute

testimony or evidence, including the opportunity to confront and cross examine adverse witnesses.

4. A claimant or his/her duly authorized representative has the right to examine, prior to a fair hearing. All records, papers and documents from the claimant's case file which either party may wish to introduce at the fair hearing, as well as any available documents not contained in the case file but relevant to the welfare official's action of which the claimant complains. The claimant may introduce any such documents, papers or records into evidence. No record, paper or document, which the claimant has requested to review but has not been allowed to examine prior to the hearing, shall be introduced at the hearing or become part of the record unless the claimant consents.
5. The welfare official (or a duly authorized representative) shall have the right to examine at the fair hearing all documents on which the claimant plans to rely on at the fair hearing and may request a 24-hour continuance if such documents contain evidence not previously provided or disclosed by the claimant. Should the applicant have new documentation relevant to the dispute, he/she may reapply for assistance and file a written withdrawal of the fair hearing request.
6. The decision of the fair hearing officer(s) must be based solely on the record, in light of these guidelines. Evidence, both written and oral, which is admitted at the hearing shall be the sole contents of the record. The fair hearing officer shall not review the case record or other materials prior to introduction at the hearing.
7. The parties may stipulate to any facts. Such stipulations shall be noted in the Record.
8. All fair hearings shall be electronically recorded and retained for six (6) months.

F. Decisions

1. Fair hearing decisions shall be rendered within seven (7) business/working days of the hearing. Decisions shall be in writing setting forth the reasons for decision and the facts on which the fair hearing officer relied in reaching the decision. A copy of the decision shall be mailed or delivered to the claimant and to the welfare official.

2. Fair hearing decisions will be rendered on the basis of the officer's findings of facts, these guidelines and state and federal law. The fair hearing decision shall set forth any required relief.
3. The decision shall be dated. In the case of a hearing to review a denial of aid, the decision is retroactive to the date of the action being appealed. If a claimant fails to prevail at the hearing, the assistance given pending the hearing shall be a debt owed by the individual to the municipality.
4. The welfare official shall keep all fair hearing decisions on file in chronological Order, consistent with applicable law and retention policies.
5. None of the procedures specified herein shall limit any right of the applicant or recipient to subsequent court action to review or challenge the adverse decision.

XV. Liens

A. Real Estate - RSA 165:28

The law requires the municipality to place a lien for welfare aid received on any real estate owned by an assisted person in all cases except for just cause. (This section does not authorize the placement of a lien on the real estate of legally liable relatives, as defined by RSA 165:19.) The Welfare Official shall be authorized by the City Council to file a Notice of Lien with the County Registry of Deeds, complete with the owner's name and a description of the property sufficient to identify it. Interest at the rate of six percent 6% per year shall be charged on the amount of money constituting the lien commencing one year after the date the lien is filed, unless waived by the municipality. The lien remains in effect until enforced or released or until the amount of the lien is repaid to the municipality. The lien shall not be enforced so long as the real estate is occupied as the sole residence of the assisted person, his/her surviving spouse, or his/her surviving children who are under age 18 or blind or permanently and totally disabled. At such time as the lien may become enforceable, the welfare official shall attempt to contact the attorney managing the real estate or estate before enforcing the lien. Upon repayment of a lien, the municipality must file written notice of the discharge of the lien with the County Register of Deeds. RSA 165:28.

B. Civil Judgments – RSA 165:28-a.

1. A municipality shall be entitled to a lien upon property passing under the terms of a will or by in testate succession, a property settlement or a civil judgment for personal injuries (except Workers Compensation) awarded any person granted assistance by the municipality for the amount of assistance granted by the municipality.
2. The municipality shall be entitled to the lien only if the assistance was granted no more than six (6) years before the receipt of the inheritance or the award of the property settlement or civil judgment. When the welfare official becomes aware of such a claim against a civil judgment, he/she shall contact the attorney representing the recipient.
3. This lien shall take precedence over all other claims.

XVI. Recovery of Assistance

The welfare official shall seek to recover money expended to assist eligible applicants. There shall be no delay, refusal to assist, reduction or termination of assistance while the welfare official is pursuing the procedural or statutory avenues to secure reimbursement. Any legal action to recover must be filed in court within six (6) years after the expenditure. RSA 165:25.

A. Recovery from Responsible Relatives

1. The amount of money spent by a municipality to assist a recipient who has a father, mother, stepfather, stepmother, husband, wife or child (who is no longer a minor) of sufficient ability to also support the recipient, may be recovered from the liable relative. Sufficient ability shall be deemed to exist when the relative's income is more than sufficient to provide a reasonable subsistence compatible with decency and health.
2. The welfare official may determine that "in kind" assistance or the provision of products/services to the client is acceptable as a relative's response to liability for support.
3. Written notice of money spent in support of a recipient must be given to the liable relative. The welfare official shall make reasonable efforts to give such written notice prior to the giving of aid, but aid to which as applicant is entitled under these guidelines, shall not be delayed due to inability to contact possible liable relatives. RSA 165:19.

B. Recovery from the Municipality of Residence

The welfare official shall seek to recover from the municipality of residence the amount of money spent by the municipality to assist a recipient who has a residence in another municipality. Written notice of money spent in support of a recipient must be given to the welfare official of the municipality of residence. In any civil action for recovery brought under RSA 165:20, the court shall award costs to prevailing party. RSA 165:19 and 20. (See RSA 165:20-a providing for arbitration of such disputes between communities.) RSA 165:20.

C. Recovery from Former Recipient's Income

A former recipient who is returned to an income status after receiving assistance may be required to reimburse the municipality for the assistance provided, if such reimbursement can be made without financial hardship. RSA 165:20-b.

D. Recovery from State and Federal Sources

The amount of money spent by a municipality to support a recipient who has made an initial application for SSI and has signed HHS FORM 151 "AUTHORIZATION FOR REIMBURSEMENT OF INTERIM ASSISTANCE" shall be recovered through the SSA and New Hampshire Department of Health and Human Services. Prescription expenses paid by the municipality for applicants who have applied for Medicaid shall recovered through the New Hampshire Department of Health and Human Services if and when the applicant is approved for medical coverage.

E. Delayed State Claims

For those recipients of general assistance deemed eligible for state assistance, New Hampshire Department of Health and Human Services shall reimburse a municipality the amount of general assistance as a result of delays in processing within the federally mandated time periods. Any claims for reimbursement shall be held until the end of the fiscal year and may be reimbursed on a pro-rated basis depending upon the total claims filed per year. RSA 165:20-c. A form 340 "REQUEST FOR STATE REIMBURSEMENT" may be obtained from the New Hampshire Department of Health and Human Services for this purpose.

XVII. Application of Rents Paid by the Municipality

Whenever the owner of property rented to a person receiving general assistance from the municipality is in arrears in sewer, water or tax payments to the municipality, the municipality may apply the assistance which the property owner would have received in payment of rent on behalf of such assisted persons to the property owner's delinquent balances, regardless of whether such delinquent balances are in respect of property occupied by the assisted person. RSA 165:4-b.

A. Payment Arrears

A payment shall be considered in arrears if more than thirty (30) days have elapsed since the mailing of the bill or in the case of real estate taxes, if interest has begun to accrue pursuant to RSA 76:13, RSA 165:4-a.

B. Order of Priority

Delinquent balances will be offset in order of the following priority: 1) taxes; 2) water 3) sewer.

C. Procedure

1. The welfare official shall issue a voucher on behalf of the tenant to the landlord for the allowed amount of rent. The voucher will indicate any amount to be applied to a delinquent balance owed by the landlord, specifying which delinquency and referring to the authority of RSA 165:4-a.
2. The welfare official shall issue a duplicate voucher to the appropriate department (i.e.: tax collector, sewer department, water department or municipal electric facility), which shall forward the voucher to the treasurer or finance director for payment. Upon receipt of payment, the department will issue a receipt of payment to the delinquent landlord.

XVIII. Department Threat Policy

To assure safety and healthy working conditions, applicants/clients who make threatening statements and/or actions against welfare staff/personnel may be prohibited from returning to the Welfare Department Office. In such cases, applicants/clients may be required to conduct the application process with appropriate safety measures to ensure the safety of welfare personnel. Threats shall be reported to appropriate authorities.

XIX. Child Protection Act

RSA 169-C:29 Persons Required to Report. Any physician, surgeon, county medical examiner, psychiatrist, resident, intern, dentist osteopath, optometrist, chiropractor, psychologist, therapist, registered nurse, hospital personnel (engaged in admission, examination, care and treatment of persons), Christian Science practitioner, teacher, school official, school nurse, school counselor, social worker, child care worker, any other child or foster care worker, law enforcement official, priest, minister or rabbi or any other person having reason to suspect that a child has been abused or neglected shall report the same in accordance with this chapter.

Adopted Ethics Resolution of Responsibility for Persons Who Change Their Residence While or As a Result Of, Applying for Local Welfare

(New Hampshire Local Welfare Administration Association)

- I. "Dumping" is hereby declared to be an unethical practice. For the purpose of this resolution, "dumping" consist of attempting to end or avoid acquiring a local welfare financial responsibility by encouraging, persuading or pressuring a client:
 - A. not to establish or to discontinue a residence in the town which he/she has applied for assistance or
 - B. to establish a residence in another town without the financial ability to maintain household expenses.
- II. In order to avoid "dumping" the following standards should be observed:
 - A. A welfare official should not encourage, direct or knowingly allow a client who has applied for assistance in his/her town to apply for assistance in another town without making a good faith effort to contact the welfare official in that other town to explain why the person is moving to the other town. This applies whether or not the welfare official has accepted initial financial responsibility for the person (i.e. threat him/her as a resident) unless:
 1. he/she has an established place of abode (specific address, place to sleep) in another town which he/she intends to return to (even for just one night – i.e. has not moved out yet) or

2. he/she has **NO** established place of abode **ANYWHERE**, (i.e. any prior specific address was in some other town and has been abandoned) **AND** has a specific intent to go somewhere else rather than staying in the town for any time.
 - B. Even when an applicant falls into 1 or 2 above, some temporary, non-resident assistance may be necessary, depending on the circumstances, in order to meet a basic health and safety need.
- III. Where a town has accepted initial financial responsibility under paragraph II above, the welfare official should not grant any assistance which he/she knows will be used so as to help establish the recipient's residence in another town, unless:
- A. a good faith effort is made to explore local resources, after which it is discovered that none within reason is available or
 - B. unless the client has indicated an intent to move to another town for some non-welfare reason.
- IV. In either case the welfare official who has accepted initial financial responsibility should contact the official of the other town and offer to pay up to one month's assistance following the move in necessary. Towns must avoid "special treatment". If a town never pays security deposits, the town must not pay security deposits in special instances to establish a client's residence elsewhere. The sending town should pay actual allowable shelter costs as determined by the receiving municipality's guidelines.
- V. Residency
- According to RSA 126-A:43-h, persons receiving emergency housing (shelter) shall continue to maintain their legal residence as it existed at the time of entering the emergency housing facility. When a person leaves the originating shelter of their own free will, the liability no longer remains the responsibility of the original town. A person does not gain or lose residency while in a shelter, hospital or treatment center.
- VI. Persons who are sanctioned by local welfare and arrive in another community, are not the liability of the community where the sanction originated. However, arrangements may be made between the two communities to have the sanction resolved.

APPENDIX A

ALLOWABLE LEVEL OF ASSISTANCE PAYMENTS FOR THE CITY OF DOVER:

FOOD STAMPS (SNAP) will follow the State of New Hampshire allotments.

BURIAL ALLOWANCE \$650.00

TELEPHONE will be the lowest available basic plan for local calls.

APPENDIX B

ADOPTED ETHICS RESOLUTION ON RESPONSIBILITY FOR PERSONS WHO CHANGE THEIR RESIDENCE WHILE, OR AS A RESULT OF, APPLYING FOR LOCAL WELFARE

(New Hampshire Local Welfare Administrators' Association)

- I. "Dumping" is hereby declared to be an unethical practice. For purposes of this resolution, "dumping" consists of attempting to end, or avoid acquiring, a local welfare financial responsibility by encouraging, persuading or pressuring a client:
 - A. Not to establish, or to discontinue, a residence in the town which he/she has applied for assistance, or
 - B. To establish a residence in another town.

- II. In order to avoid "dumping" the following standards should be observed:

A welfare administrator should not encourage, direct, or knowingly allow a client who has applied for assistance in his/her town to apply for assistance in another town without making a good faith effort to contact the welfare administrator in that other town to explain why the person is coming to the other town. This applies whether or not the welfare administrator has accepted initial financial responsibility for the person (i.e. treat him/her as a resident) unless:

- A. He/she has an established place of abode (specific address, place to sleep) in another town which he/she intends to return to (even for just one night -i.e., hasn't moved out of yet), or
- B. He/she has NO established place of abode ANYWHERE, (i.e., any prior specific address was in some other town and has been abandoned) AND has a specific intent to go somewhere else rather than staying in the town for any time.

(Even when an applicant falls into A or B above, some temporary, non-resident assistance may be necessary, depending on the circumstances, in order to send the person on his/her way.)

- III. Where a town has accepted initial financial responsibility under paragraph II above, the welfare administrator should not grant any assistance which he/she knows will be used so as to help establish the recipient's residence in another town, unless:
 - A. A good faith effort is made to explore local resources, after which it is discovered that none within reason is available, or:
 - B. Unless the client has indicated to move to another town for some non-welfare-related reason.

In either case the welfare administrator who has accepted initial financial responsibility should contact the official of the other town and offer to pay up to one month's assistance following the move if necessary.

Town must avoid "special" treatment. If a town never pays security deposits, the town must not pay security deposits in special instances to establish a client's residence elsewhere. The sending town should pay actual allowable shelter costs as determine by the receiving town's guidelines.

IV. Shelter Residency

According to RSA 126-A:43-h, persons receiving emergency housing (shelter) shall continue to maintain their legal residence as it existed at the time of entering the emergency housing facility. When a person leaves the originating shelter of their own free will, the liability no longer remains the responsibility of the original town. A person does not gain or lose residency while in a shelter, hospital or treatment center .

. Persons who are sanctioned by local welfare and arrive in another community are not the liability of the community where the sanction originated. However, arrangements may be made between the two communities to have the sanction resolved.

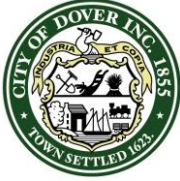
APPENDIX E

FORMS

These forms are offered as tools or guides to administer local assistance programs. Use of these forms is recommended but not mandatory.

- A. APPLICATION FOR ASSISTANCE
- B. HHS RELEASE
- C. NOTICE OF RIGHTS
- D. APPLICANT'S GENERIC AUTHORIZATION
- E. APPLICANT'S SPECIFIC AUTHORIZATION
- F. REQUIRED VERIFICATIONS
- G. INTAKE FORM
- H. MEDICAL RELEASE AND REPORT
- 1. EMPLOYMENT VERIFICATION FORM
- J. RENTAL VERIFICATION
- K. BUDGET WORKSHEET
- L. NOTIC[®]F DECISION
- M. WORKFARE PROGRAM REPORTING SLIP
- N. EMPLOYMENT SEARCH RECORD
- O. FAIR HEARING REQUEST
- P. NOTICE OF PROPERTY LIEN
- Q. NOTICE OF PROPERTY LIEN DISCHARGE
- R. RENT VOUCHER -LANDLORD DELINQUENCY

Refer to NH MAPS forms available in that program.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2014.11.12 – 124**
Resolution Re: B10040 Municipal Solid Waste Collections, Recycling and Disposal Services with Pinard Waste Systems Inc

WHEREAS: The sealed Request for Proposal #B10040 was solicited and received on April 16, 2010 @ 3:00 pm. This RFP included the City of Somersworth in an effort to reduce costs for both municipalities. A mandatory pre-bid meeting was held on March 22, 2010 @ 10:00 am at the Community Services Building on Mast Rd with five vendors and representatives from both municipalities and the Dover Solid Waste Advisory Commission (SWAC) attending. Four proposals were received and evaluated by members of both municipalities and the SWAC. It was the unanimous recommendation for the City of Dover to award to Pinard Waste Systems Inc and was approved by Council via resolution R-2010.05.26; and

WHEREAS: In June 2014 the City received a proposal from Pinard Waste Systems Inc for a five year contract, contingent upon funding appropriations, at a locked in annual rate of \$363,000 for collection, \$430,000 for recycling (totaling \$793,000) and locked in disposal fees of \$67.50 per ton for the life of the contract. The proposal was reviewed by City staff and the Solid Waste Advisory Commission (SWAC); and

WHEREAS: It is the Solid Waste Advisory Commission recommendation being presented to council for the City of Dover to remain with current vendor Pinard Waste Systems Inc at the rates outlined for the next five years. **(See attached letter)**

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

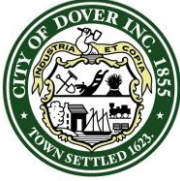
Per 3-36 B Competitive bidding may be waived by a majority vote of the City Council.

The Purchasing Agent is hereby authorized to issue purchase orders to Pinard Waste Systems of Manchester NH in the amounts stated above for solid waste collections, recycling and disposal. The amount of this authorization shall be limited so as not to exceed available funding.

The City Manager, or designee, is hereby authorized to finalize contract language with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

Financing

Account	Description	FY16 Anticipated Appropriation	Balance
3320.1.300.43230.4420	MSW Collection	363,000	
1000.1.300.43240.4420	Recycling Services	430,000	
3320.1.300.43230.4421	Disposal Services	303,750	



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2014.11.12 – 124**
Resolution Re: B10040 Municipal Solid Waste Collections, Recycling and Disposal Services with Pinard Waste Systems Inc

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Councilor Jason Gagnon
By Request

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

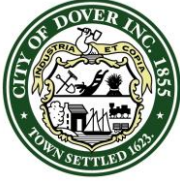
Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	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 – 2014.11.12 – 124**
Resolution Re: B10040 Municipal Solid Waste Collections, Recycling and Disposal Services with Pinard Waste Systems Inc

RESOLUTION BACKGROUND MATERIAL:

The original sealed Request for Proposal #B10040 was solicited and received on April 16, 2010 @ 3:00 pm. This RFP included the City of Somersworth in an effort to reduce costs for both municipalities. A mandatory pre-bid meeting was held on March 22, 2010 @ 10:00 am at the CS Building on Mast Rd with five vendors and representatives from both municipalities attending. Four proposals were received and evaluated by members of both municipalities and the Dover Solid Waste Advisory Commission. It was the recommendation for Dover to award to Pinard Waste Systems and was approved by Council via resolution R-2010.05.26 at the following rates:

B10040 results from 2010	Pinard Waste	Dorado	Waste Management	Best Way
Collection/disposal of MSW & recycling total 5 year contract	\$5,254,230	\$5,827,110	\$5,622,328	\$5,876,240

Bid Information:

In June 2014 the city received a proposal for a five year contract at the following rates: For total five year contract price of \$5,499,950.

Proposed	yr1	yr2	yr3	yr4	yr5	Total 5 yrs
Collection	363,000	363,000	363,000	363,000	363,000	1,815,000
Disposal 4548 tons	67.50 ton \$306,990	67.50 ton \$306,990	67.50 ton \$306,990	67.50 ton \$306,990	67.50 ton \$306,990	1,534,950
Recycling	\$430,000	\$430,000	\$430,000	\$430,000	\$430,000	2,150,000

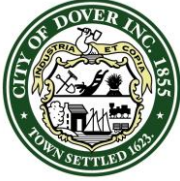
Award Information:

A purchase order will be issued to the vendor selected to authorize future expenditures. A draft contract is attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval. Aside from pricing proposed by vendor, if approved the following changes are being inserted in the contract at request of the City.

Section 6B. Add- Any dumpster additions or removals after the start of this contract extension will be credited or debited on a per pickup basis at the rate provided". 2yd-\$22, 4yd-\$32, 6yd-\$38, 8yd-\$43, 10yd-\$48.

Section 6F. The solid waste / recycling receptacles placed at city ball fields will be wheeled toters furnished by the contractor. The contractor will only be responsible for emptying the toters and or trash/recycling receptacles that they have provided or that have been provided by the City of Dover. The contractor will furnish an adequate number of solid waste / recycling toters with numbers of each being based on the needs of the Solid Waste Coordinator. Downtown trash/recycling receptacles will be collected {3x} weekly April 1st-November 1st and {2x} weekly November 1st-April 1st. During the summer months there are approximately one hundred fifty {150} in service, during winter months there are approximately {96} ninety-six in service.

Section 6G should be updated to 372 tons,
Section 7E should be 6087 single family and 1324 multi family



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2014.11.12 – 124**

Resolution Re: B10040 Municipal Solid Waste Collections, Recycling and Disposal Services with Pinard Waste Systems Inc

Purchasing Information:

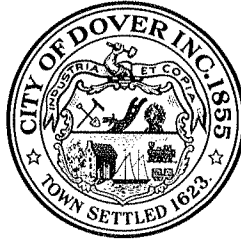
Type:	Purchase Order	Advertised:	NA
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Draft attached
Prices will hold for:	June 30, 2020	Estimated Delivery:	As needed
Recommended Award to:	Pinard Waste Systems	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Waive the competitive bidding process.

Exhibit A – Recommendation Letter from Solid Waste Advisory Commission 9/10/14

Exhibit B – Proposal from Pinard Waste Systems Inc 6/19/14

Exhibit C – Draft Agreement Documents

DOUGLAS W. STEELE II
Director
d.steele@dover.nh.gov



288 Central Avenue
Dover, New Hampshire 03820-4169
(603) 516-6450
Fax: (603) 516-6463
www.dover.nh.gov

City of Dover, New Hampshire

COMMUNITY SERVICES DEPARTMENT

Sept 10, 2014

Dear City Manager Joyal,

After careful review, the Solid Waste Advisory Commission recommends accepting Pinard Waste Systems' (PWS) proposal for an extension to the current contract to provide the City's contracted solid waste services for the next five years.

Pinard's proposal clearly provides the most cost effective option when compared to the 2010 bid results of all the companies who bid the services. There is no reason to believe that initiating a bid process would yield a more cost effective solution from PWS or any other contractor.

The proposal provides no cost increase in solid waste disposal fees holding the rate at \$67.50 per ton. The fixed price collection component proposes a 4.8% increase over five (5) years. The proposed fixed price on collection is \$793,000 annually versus \$757,500 budgeted for FY14.

In sharp contrast to previous solid waste contractors, Pinard Waste Systems has provided exemplary service over the current five year contract. Complaints and missed pickups are a very rare occurrence and rapidly responded to when identified.

The proposal provides an opportunity for the City to continue to maintain a cost effective solid waste program and further validates the success of Dover's Solid Waste program, its Recycling Center services and operations and its leadership in Bag and Tag and Pay-As-You-Throw programs.

I would like to thank the Commission and the City employees for their efforts and their contributions in this endeavor.

Sincerely,

A handwritten signature in black ink, appearing to be 'D. Dinzeo', written over a horizontal line.

David Dinzeo, Chairman
Solid Waste Advisory Commission

Cc: Mayor Weston
City Councilors
Community Services Director Steele
Solid Waste Coordinator Moore



PO Box 5048
Manchester, NH 03108
ph: (603) 623-7933
NH: (800) 675-7933
fax: (603) 623-7960
www.PinardWaste.com

City of Dover, NH
288 Central Avenue
Dover, NH 03820

June 19, 2014

Dear City Officials;

I'd like to take a moment on behalf of Pinard Waste Systems to express our appreciation for the excellent business relationship we have enjoyed with the City of Dover for the past nine years. Everyone with whom we have had the pleasure of working, from the Director of Public Works to City Hall employees, has been professional and courteous, without exception. We have very much enjoyed becoming a part of the Dover community, and know that the residents of Dover have appreciated our work as well.

As you are aware, Pinard's current contract with the City is up for renewal next year. For nearly a decade, the City has enjoyed fixed, stable pricing, and excellent, responsive service from Pinard Waste Systems, and we wish to propose an extension of our current agreement for an additional five-year term.

We are aware that the fixed pricing structure is beneficial to the City, as opposed to estimating future CPI adjustments, and as you will see on the following page, we are prepared to continue with that approach. Factoring in a slight adjustment from the past five years' service price, Pinard Waste Systems will hold the proposed rate for collection through the end of the contract year 2020.

Again, we have very much enjoyed working with the City, and we believe an extension of the current contract will benefit all involved, particularly the residents of Dover. If you have any questions about the contract, the pricing, or our company, please do not hesitate to contact me at any time. Thank you for your consideration.

Sincerely,

Tony Belanger

Tony Belanger
Director of Municipal Accounts
tbelanger@pinardwaste.com



PO Box 5048
Manchester, NH 03108
ph: (603) 623-7933
NH: (800) 675-7933
fax: (603) 623-7960
www.PinardWaste.com

(603) 765-7152

Pinard Waste Systems Proposed 2015-2020 Contract Extension Pricing

Collection Fee All Categories

7-1-2015 to 6-3-2016	Year 1	\$793,000.00
7-1-2016 to 6-3-2017	Year 2	\$793,000.00
7-1-2017 to 6-3-2018	Year 3	\$793,000.00
7-1-2018 to 6-3-2019	Year 4	\$793,000.00
7-1-2019 to 6-3-2020	Year 5	\$793,000.00

Disposal Fee Per Ton

7-1-2015 to 6-3-2016	Year 1	\$67.50
7-1-2016 to 6-3-2017	Year 2	\$67.50
7-1-2017 to 6-3-2018	Year 3	\$67.50
7-1-2018 to 6-3-2019	Year 4	\$67.50
7-1-2019 to 6-3-2020	Year 5	\$67.50



CITY OF DOVER

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

SOLID WASTE AND RECYCLING COLLECTION, TRANSPORTATION AND DISPOSAL AGREEMENT FOR THE CITY OF DOVER, NEW HAMPSHIRE

NOW COME the City of Dover New Hampshire, a municipal corporation (“the City of Dover or City”), 288 Central Avenue, Dover, New Hampshire 03820 and Pinard Waste Services, Inc., a New Hampshire corporation (the “Contractor), 32 West River Road, Hooksett, New Hampshire 03106 who hereby agree as follows:

1. **Purpose.** This Agreement refers to and incorporates the provisions of Request for Proposal RFP B10040 entitled “Municipal Solid Waste Collections—Recycling—Disposal” issued by the City of Dover. Specifically, this Agreement is for the services of collection, transportation and disposal of municipal solid waste and recyclables for the City of Dover, New Hampshire.
2. **Term.** The term of this Agreement shall be for five (5) years starting on July 1, 2015 and ending on June 30, 2020.
3. **Services.** The Contractors agrees to provide the services contained in the Scope of Services for the collection, transportation and disposal of Municipal Solid Waste and Recyclables for the City of Dover for the term of this Agreement.
4. **Cost.** The City of Dover shall pay the Contractor an amount not to exceed Seven Hundred Ninety-Three Thousand (\$793,000) Dollars for curbside collection and transportation of Municipal Solid Waste as well as collection, transportation and disposal of Recyclables in each of the five (5) years of the Agreement. Finally, the City of Dover shall pay to the Contractor for disposal of Municipal Solid Waste at the holding rate of \$67.50 per ton in each of the five (5) years of the Agreement.
5. **Contract Documents.**
 - A. Agreement (19 pages);
 - B. RFP #B10040;
 - C. Response of the Contractor dated September 10, 2014
 - D. Attachment A: Receptacle list
 - E. Attachment B: Dover Ordinance Chapter 97
 - F. Attachment C: Private Road List
 - G. Attachment D: Municipal Locations of Dumpsters Toters
 - H. Attachment E: Omitted
 - I. Attachment F: Dover Pricing Sheet
 - J. Attachment G: Definitions



CITY OF DOVER

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

- K. Addendum 1: Omitted
- L. Addendum 2: Omitted
- M. Addendum 3: Omitted
- N. Addendum 4: MSW Bid Due by Changed
- O. Addendum 5: Questions from pre-bid meeting
- P. Addendum 6: Somersworth questions from pre-bid meeting
- Q. Addendum 7: Questions and answers Dover and Somersworth
- R. Addendum 8: Omitted
- S. Addendum 9: Questions and clarification information 4.8.10
- T. Addendum 10: Clarification information 4.12.10
- U. Addendum 11: Questions and clarification information 4.13.10
- V. Letter of the Contractor dated June 19, 2014 with Proposed 2015-2020 Contract Extension Pricing attached

6. Scope of Services (Municipal Solid Waste).

- A. The Contractor shall provide at a minimum one weekly collection at all places of residence in the City of Dover on a schedule approved by the City. The Contractor shall collect approved Dover Bags and Bulky Waste Items with affixed approved tags. If the Contractor does not collect a Dover Bag(s), the Contractor shall place a violation sticker on any unacceptable bag, item or container explaining why the material is unacceptable and will report the occurrence to the Solid Waste Coordinator within twenty-four (24) hours. The unacceptable item(s) shall not be collected by the Contractor until the deficiency is corrected. If there is no sticker placed on the unacceptable bag, item or container, or if that sticker is not completely filled out by the Contractor explaining why the material is unacceptable, then the material left will be treated as a missed pick up and subject to the penalties as outlined in QUALITY OF PERFORMANCE AND CONTRACTUAL DAMAGES SECTION. If the occurrence is not reported to the Solid Waste Coordinator with twenty-four (24) hours, the item will be treated as a missed pick up and subject to contractual damages.
- B. The Contractor shall supply all needed dumpsters and totes listed in Attachment D to all buildings administered by the City. In the event that a larger dumpster size is needed or additional recycling totes are needed and requested by the Solid Waste Coordinator, the Contractor will supply the larger dumpster or additional totes at no additional cost to the city. The Contractor shall provide weekly MSW/Recycling collection to all buildings administered by the City of Dover. Any dumpster additions or



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removals after the start of this contract extension will be credited or debited on a per pickup basis at the rate provided.

2 yards - \$22.00
4 yards - \$32.00
6 yards - \$38.00
8 yards - \$43.00
10 yards - \$48.00

- C. The City may request that the Contractor provide a Bulky Item Collection one week annually during each year of the agreement. The selection of the Bulky Item Collection week shall be agreed upon between the Dover Solid Waste Coordinator and the Contractor. There may be a separate price agreement made for this service if needed.
- D. The Contractor shall expand the service area to all non multi-family Approved Resident Users of newly-constructed residences and residences on newly-accepted streets at no additional charge.
- E. The Contractor shall provide at no additional cost two (2) thirty (30) cubic yard containers for the Household Hazardous Waste collection day for non-hazardous solid waste. The Contractor shall also provide at no additional cost one (1) thirty (30) cubic yard container for Apple Harvest Day for non-hazardous solid waste. The Contractor shall also provide at no additional cost two (2) thirty (30) cubic yard containers for one event of the choice as determined by the Solid Waste Coordinator at no additional charge to the City of Dover.
- F. The Contractor shall provide, distribute and collect additional waste receptacles for community events based on the needs of the City. The receptacles shall be approved by the Solid Waste Coordinator before being distributed for events. The Contractor shall be required to provide/maintain new solid waste and recycling receptacles throughout the downtown area, city ball fields and other locations throughout the city. The solid waste/recycling receptacles placed in the downtown area shall be decorative and subject to approval by the Solid Waste Coordinator. The solid waste/recycling receptacles placed by City ball fields will be wheeled toters furnished by the Contractor. The Contractor will only be responsible for emptying the toters and or trash/recycling receptacles that they have provided or that have been provided by the City of Dover. The Contractor will furnish an adequate number of solid waste/recycling toters with numbers of each being based on the needs of the Solid Waste



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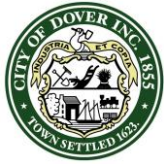
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Coordinator. Downtown trash/recycling receptacles will be collected three times (3x) weekly April 1st – November 1st and two times (2x) weekly November 1st – April 1st. During the summer months there are approximately one hundred fifty (150) total containers in service, during the winter months there are approximately ninety-six (96) containers in service.

- G. The average monthly solid waste tonnage for 2013 was 372 tons. The City has approximately 6,068 single family units and 1,322 multifamily units.
- H. The Contractor will be required to collect Municipal Solid Waste on private roads listed in Attachment C only as part of a grandfathered agreement between the City and those private street associations. Contractors are not allowed to collect Municipal Solid Waste/ Recyclables on any other private way within the City.
- I. Commercial Collections (Attachment B)
 - a) Small Businesses and residence in the Commercial Collection Area may use the solid waste and recycling collection services. The commercial Collection Area consists of that portion of Central Ave from Fourth Street to Kirkland Street, and on Washington Street from Belknap Street to the east side of Main Street.
 - b) Small Businesses in the Commercial Collection Area who choose not to use Dover solid waste and recycling collection services are responsible for making their own arrangements for solid waste/recycling removal and disposal.
 - c) Businesses outside the commercial Collection Area are responsible for making private arrangements for removal and disposal of solid waste and other waste materials.

7. **Scope of Services (Recycling).**

- A. The Contractor shall make a minimum of one weekly collection at all places of residence on a schedule approved by the City. Only approved recycling bins shall be collected. The Contractor will place a sticker on any unacceptable paper bag or bin of recyclables explaining why the material is unacceptable and will report the occurrence to the within 24



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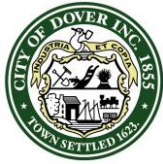
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hours. The unacceptable item shall not be collected until the violation is corrected. If there is no violation sticker properly filled out and placed on the unacceptable paper bag or recycling bin, or if the Contractor fails to notify the when, why and where the violation sticker was placed, and then that bag or recycling bin will be treated as a missed pickup by the Contractor and is subject to contractual damages.

- B. The Contractor shall provide weekly recycling collection for all buildings administered by the City of Dover.
- C. The Contractor shall expand the service area to all non multi-family approved resident users of newly constructed, newly accepted residences at no additional cost to the City.
- D. All recyclables collected at the curbside, from city dumpsters, and from the recycling center shall become the property of the Contractor upon collection.
- E. The City has approximately 6,087 single family units and 1,324 multi-family units that need to be serviced and the current contractor has 200, 65-95 gallon recycling wheeled totes placed throughout the community. The Contractor shall provide recycling totes and place them at their current locations throughout the City, currently estimated at 200+. Single family homes and most four (4) unit or less apartment buildings use eighteen (18) gallon recycling bins purchased at their own expense.
- F. The Contractor will be required to collect recyclables on private roads listed in Attachment C only as part of a grandfathered agreement between the city and those private street associations. The Contractor is not permitted to collect recyclables on any other private way within the city.

8. Disposition of Recyclable Materials.

- A. The Contractor shall describe where recyclable material will be processed, the methodology for valuing recyclables, and samples of weight slips used for calculating recycling tonnages.
- B. The Contractor shall provide and install a new Industrial Stationary compactor with a minimum charge box capacity of 10 cubic yards at the Mast Road Recycling Center. The Contractor shall provide all construction phases of the compactor being operational by 10-01-10 including the concrete pad, electrical work and building a deck around the



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compactor with stairs that meet Dover building codes. The Contractor shall maintain ownership of the compactor throughout the length of the contract. The Contractor shall provide training, insurance, maintenance and operating supplies for compactor. The compactor shall only be used for OCC/paper recycling for Dover residents. At contract end, the compactor may be purchased by the City at a depreciated fair market value price agreed to by the parties, or removed at the Contractor's expense.

9. **Advertising/Education/Outreach.**

- A. The Solid Waste/Recycling Contractor shall be responsible for organizing an advertising/educational and outreach program within the City of Dover. The advertising program must include one-page color flyers to announce upcoming special events within the City including the fall leaf collection and Household Hazardous Waste collection days. The flyers will be sent in mass mailing form to all Dover residents. The Contractor shall provide/supply a monthly radio announcement on a radio station of the City's choice that gives recycling tips to promote and encourage residents to recycle. The Contractor shall provide recycling related brochures specifically aimed at the children of the community for the contract duration based on the needs of the City. The Contractor shall provide outreach services to the community including setting up a booth at Dover Apple Harvest day that promotes Dover's recycling program. The Contractor may also be required to work with the Solid Waste Coordinator and his staff and provide educational materials and or personnel for up to three school related presentations annually. The Contractor shall be responsible for printing /mailing / distribution of any flyers created for special events, etc.
- B. The Contractor shall haul catch basin grit from catch basins throughout the City (collected in a city-owned 30-yard dewatering can located at 484 Middle Road) on an as needed basis.
- C. The Contractor shall provide a 15-20 yard dumpster at the Police Stables located on Cocheco Street for use by the Dover Mounted Police unit.

10. **Time of Collection**

- A. Curbside collection of MSW / Recyclables shall start no earlier than 7:00 a.m. on the scheduled collection day. The Recycling/Solid Waste Contractor route for each day shall be completed by 6 pm on that same day. If the Contractor is unable to complete the established route within



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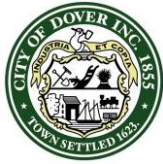
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this 7am-6pm time frame for any reason on any day, the Community Services Director or his designee shall be notified. The Contractor will collect the MSW / Recyclables placed at the curbside or other specifically detailed location once each week. Collections will not be made on the following observed holidays:

- a) New Year's Day
- b) Memorial Day
- c) Independence Day
- d) Labor Day
- e) Thanksgiving Day
- f) Christmas

11. Curbside Collection Holiday Schedule and Fall collection:

- A. If any of the above six major holidays' is observed on a Friday or Monday, the following schedule will be in effect:
 - a) Friday: Friday's route shall be collected on Saturday
 - b) Monday: Mondays route collected on Tuesday, Tuesdays route on Wednesday, Wednesday on Thursday, Thursday's route on Friday, Friday's on Saturday.
- B. The Contractor shall pick up yard waste from the curbside for a period of four (4) weeks each fall. The collection will take place the last week in October and first three weeks of November each year. The bagged yard waste shall be transported to the City's current yard waste vendor. The cost of the collection only is included in this agreement.
- C. The Contractor shall pay the costs of publishing display ads/notices for each observed holiday listed above, in the local newspaper, presently the Fosters Daily Democrat, to notify residents about each holiday's collection schedule. The ads shall run on two separate days, be at least 3X5 inches in size and shall be displayed at least two (2) days prior to the holiday but not more than five (5)days before the holiday. The Contractor shall notify the City regarding run-dates. Additionally, the Contractor shall submit a notice to CCTV (the community access TV station) in format that CCTV can run regarding holiday collections, five (5) working days prior to the holiday. Format and texts of all ads or notices are subject to City approval.



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12. Containers – MSW

- A. Approved Containers (Bags) Amounts and types of solid waste placed in containers (bags) for collection shall be stored in approved containers, as described by an attached ordinance. The Contractor shall provide its employees with stickers which may be written upon. These stickers shall be affixed to unsuitable containers explaining any deficiency in the container used.
- B. Unapproved Containers the Contractor shall not be required to collect solid waste unless it is in an approved container.
- C. Buildings that exceed eight (8) units shall have City and Contractor approval to utilize the bag program for collection.

13. Collection Equipment

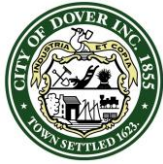
- A. Collection truck units shall be designed for the collection of residential MSW / Recyclables. The Contractor shall provide an adequate number of vehicles approved by the City for regular collection services. The vehicles shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side, the name and phone number of the Contractor.

14. Litter

- A. All MSW hauled by the Contractor shall be so contained, tied, or enclosed such that leaking, spilling, or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter at no additional cost to the city.

15. Title to Waste

- A. If the Contractor knowingly collects Hazardous Material, the Contractor becomes responsible for its disposal.
- B. The City shall, at all times, hold title and ownership to all solid wastes, recyclables, vegetative wastes and all other waste collected by the Contractor pursuant to this agreement, unless other options for specific programs are mutually agreed upon by the City and the Contractor. The Contractor shall have no right to take, keep, process, alter, remove or



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otherwise dispose of any such materials without specific contractual arrangements with the City.

16. Disposal and Marketing

- A. All MSW shall be hauled to a site or facility designated by the Contractor and approved by the City that is legally empowered to accept the waste for treatment or disposal in accordance with all applicable federal, state, and local regulations.

17. Location

- A. All MSW shall be placed in a location that is readily accessible to the Contractor's personnel, as described in an attached City of Dover ordinance.

18. Labor and Costs

- A. The Contractor shall, at its sole cost and expense, except as otherwise provided herein, furnish all labor and equipment required to perform curbside collection of MSW and Recyclables pursuant to this agreement.

19. Quality of Performance and Contractual Damages

- A. It is the intent of this proposal to ensure that the Contractor provides a quality level of solid waste/recycling services. To this end, all complaints received by the Community Services Director or designee, and reported to the Contractor shall be promptly resolved pursuant to the provisions of the Complaints section of this proposal. In the event legitimate complaints, as determined by the Community Services Director or designee, shall exceed two percent (2%) of the total residential households for the respective service(s) (currently 11,400 curbside) during any three month period, the City shall levy contractual damages in the amount of \$500.00 per incident for those actions related to service as listed below. For example: 350 complaints between July 1-September 30 divided by 11,400 dwelling units equals 3.0%.
- B. The parties agree that contractual damages are not penalties, but represent a fair measure of damages incurred by the City in the event of any of the following specific defaults by the Contractor when the calculation of actual damages is difficult. The claim for and the collection of contractual damages shall not affect the right of the City to claim and collect damages



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in excess of said contractual damages if the damages are ascertainable and greater damages than those set forth below. The City does not waive damages for non-performance on the part of the Contractor relating to matters not specifically set forth in this section.

- C. The following are agreed by the parties to warrant the levying of contractual damages in the amount of \$500.00 per day per affected customer or incident include but not limited to:
- a) Failure to repair damage to City or private property.
 - b) Changing established routes or scheduled collection days, either temporarily or permanently, without approval by the Community Services Director or his designee.
 - c) Designated Contractor supervisor unavailable.
 - d) Failure to notify the Community Services Director or his designee, of any problems or issues at specific locations, or delays in collection services.
- D. The Community Services Director may also levy contractual damages for all other infractions of this proposal at \$250.00 per day per incident without regard to the percentage of customer complaints to include but not limited to:
- a) Failure to provide clean, safe, sanitary equipment
 - b) Failure to leave Notice Sticker on material left curbside.
 - c) Failure to maintain an effective customer-service/complaint-resolution operation
 - d) Unlicensed collection vehicle operator
 - e) Failure to provide documents and requested data and reports in a timely and accurate manner.
 - f) Failure to cover materials on collection vehicle(s)
 - g) Collection employees out of uniform
 - h) Company name not prominently displayed on equipment
 - i) Not providing route schedules and route maps, or updating same
 - j) Moving violation-upon conviction (related to contract activities)
 - k) Using improper vehicle-type or collection method to service curbside customers
 - l) Failure of the Contractor's officers or employees to be courteous, polite, and professional in all contacts with City residents
 - m) Failure to submit disclosure notice to either customer or Community Services Director.



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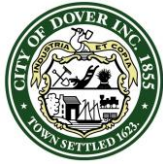
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- n) Failure to report curbside collection activity monthly (on or before the 10th day of the following month), in the format as approved by the Community Services Director for the purpose of tracking and verifying Citywide curbside refuse collection activity.
- o) Failure to operate and maintain GPS unit(s).
- p) Failure to return to any missed pickup address within 24 hours of notice by the City and collect missed trash bags, recyclables or bulky items.

E. Other Contractual Damages shall include:

- a) Failure to clean up the spillage of any substance and/or the failure to clean up any spillage in accordance with City requirements which shall result in a \$2,500.00 fine per day per incident.
- b) Failure to deliver any acceptable curbside solid waste to the City of Dover's chosen solid waste facility or the commingling of wastes from other municipalities may result in the following penalties:
 - 1. First Offense - \$1,000.00
 - 2. Second offense - \$2,500.00
 - 3. Third offense - cancellation of contract
- c) Failure to complete collection services according to established schedule or specified timeframes may result in the following contractual damages:
 - 1. First offense during any 180 day period - \$1,000.00 per route per day
 - 2. Second offense within 90 day - \$1,500.00 per route per day
 - 3. Third Offense within 180 days - \$2,000.00 per route per day

- F. For the purpose of this section, the Community Services Director may deduct any administrative charges or contractual damages from payments due or to become due to the Contractor. The Community Services Director may assess charges on a monthly basis in connection with this proposal and shall at the end of each month during the term of this proposal notify the Contractor in writing of the administrative charges/contractual damages assessed and the basis for each assessment. In the event the Contractor wishes to contest said charges it shall, within five (5) days after receiving such monthly notice, request in writing an opportunity to be heard by the Community Services Director for a review.



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- G. The Community Services Director shall notify the Contractor in writing of any action taken as the result of the review. The decision of the Community Services Director shall be final.

20. Other Rate adjustments

- A. The City shall strictly enforce all of the provisions of the contract, including contractual damage clauses, for any performance quality problems. The Contractor shall not be allowed rate increases on the basis that the Contractor's proposal was too low or agreed to do the work for a lower Contractor's price. Non-performance or a request for a rate increase, either of which are attributed to the Contractor accepting the contract award at an insufficiently low rate, may result in cancellation of the contract.

21. Permits and Licenses; compliance with local ordinance, state and federal laws and regulations

- A. The Contractor, at its sole cost and expense, shall maintain throughout the term of this agreement, all permits, licenses and approvals necessary or required for the Contractor to perform the work and services described herein. The Contractor shall comply with all local ordinances, state and federal laws and regulations.

22. Independent Contractor

- A. The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. That Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between the City and the Contractor. No person performing any of the work or services described hereunder shall be considered an officer; agent, servant or employee of the City, and no such person shall be entitled to any of the benefits available or granted to employees of the City. If at any time, the Contractor hires a sub-contractor to complete job duties within the City of Dover, the sub-contractor hired shall be approved or disapproved by the City of Dover in advance of the sub-contractor working in the City based upon the sole discretion of the City.



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23. Manifests and Scale Tickets

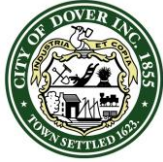
- A. The Contractor will forward a copy of collection manifest for each load of waste collected hereunder within ten (10) days of the date of disposal of the waste. The Contractor must also forward a copy of the scale ticket from the disposal facility for each load charged to the City with the information listed in the Contract Specifications.

24. Filing of requested information and Documents

- a) In addition to any other requirements of this agreement, the Contractor shall be required to file pertinent statistical information pertaining to solid waste collection that is requested by the Community Services Director or his designee. Detailed reports for solid waste collected within the City shall be forwarded to the Community Services Director on a monthly basis in a format as approved by the Community Services Director on or before the 10th day of the following month.
- b) The Contractor shall file and keep current with the Community Services Director all documents and reports required by this proposal. By July 1st of each year this proposal is in effect, the Contractor shall ensure and certify to the Community Services Director that all required documents such as, but not limited to, certificates of insurance, audits, payment and performance bonds or letters of credit, route schedule and maps, drivers license certification and list of collection equipment vehicles, are current and on file with the City. Insurance certificates and all bonds shall be provided to the City's Purchasing Agent. Failure to file any document or report within ten (10) working days of the required filing date, except where granted an extension by the Community Services Director, may result in the levy of contractual damages as provided in Section 12: Quality of Performance and Contractual Damages section.

25. Routes and Schedules

- A. The City shall provide the Contractor with maps and schedules of residential collection routes and keep such information current at all times. It shall be the Residents' responsibility to place the MSW at the appropriate location for collection before the approved starting hour. In the event of changes in routes or schedules that will alter the day of



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pickup, the Contractor shall so notify each Resident by mail not less than two (2) weeks prior to the change, only after City approval.

26. Non-Assignment

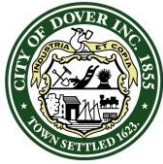
- A. Neither the Contractor nor the City shall assign, transfer, convey or otherwise modify this agreement of their rights, duties, or obligations hereunder or any part thereof without the prior written consent of the other party, which consent shall not be unreasonable withheld.

27. Unusual Changes or Costs

- A. The Contractor may petition the City for rate adjustment at reasonable times on the basis of unusual changes in the cost of doing business, such as revised laws, ordinances or regulations. The City may also petition the Contractor under the same conditions based upon unforeseen changes. No changes shall be made without the mutual agreement of the parties.

28. Offices

- A. The Contractor shall maintain an office where complaints shall be received. Responsible persons shall be available to reply to all incoming calls or emails regarding refuse collection within the City. The telephones and email system shall be staffed to reply to the City between the hours of 7:00am – 6:00pm. The Contractor's office shall acknowledge receipt of all emailed complaints. The office shall be able to dispatch the driver to missed pick-ups via remote communications. The Contractor shall provide a toll free telephone number (with the ability to leave a message) available to the City during business hours, and a toll-free customer service number for residents to access with complaints or problems during office or non-office hours. The customer service number must have an answering machine or service, and must be easy and user-friendly for residents. The Contractor shall provide a telephone number to the Community Services Director or designee to directly contact the Contractor's assigned supervisor to the City during all office/ non-office hours. The supervisor must have the ability to authorize Contractor operations according to the needs of the City or in situations requiring immediate attention. The supervisor must return critical issue calls within thirty (30) minutes of the City's call to the supervisor.



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29. Complaints

- A. Service complaints are generally directed to the Community Services Director or designee. Complaints will be forwarded to the Contractor by telephone or electronic media as needed daily. The Contractor shall record it in a complaint log or on a form approved by the Community Services Director. The Contractor shall take the appropriate steps that may be necessary to resolve the complaint with twenty-four (24) hours after its receipt. If a complaint cannot be resolved within twenty-four (24) hours, no later than the next regular working day, the Community Services Director or designee shall be notified. Upon resolution, the Contractor shall notify the Community Services Director or designee of the action taken to resolve the complaint via an agreed-upon format within 2 working days.
- B. The Contractor shall provide the Community Services Director or designee with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub-contractor.

30. Contractor's Personnel

- A. The Contractor shall assign a qualified person or persons to be in charge of his operations in the City and shall give the name or names to the City; information regarding experience shall also be furnished.
- B. The Contractor's collection employees shall wear a clean uniform bearing the Contractor's name.
- C. Each employee shall at all times carry a valid operator's license for the type of vehicle he is driving.
- D. The City may request the removal of any employee of the Contractor servicing the City's residents / residences who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- E. The Contractor shall provide operating and safety training for all personnel. Each vehicle shall be equipped with a first aid kit.
- F. Wages of the Contractor's employees should equal or exceed the minimum hourly wages established by local, state and federal governments
- G. No person shall be denied employment by the Contractor for reasons of race, color, ethnicity, gender, marital status, creed or religion.



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H. Employees of the Contractor should have the right to organize and affiliate with recognized labor unions and to engage in collective bargaining negotiations.

31. Performance Bond

A. The Contractor shall provide the City with a performance bond in an amount equal to the annual costs for performing the required collection and transportation services to protect the City from the Contractor's failure to perform collection services herein, unless such failure is a result of force majeure.

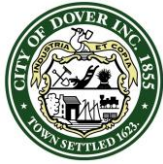
32. Indemnity

A. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City of Dover from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death or, injuries, or damages to any person, or damage or destruction of any property, in connection with the Contractor's services under this agreement to the extent caused by the negligent acts, errors, or omissions of the Contractor or its officers, directors employees, agents or independent professional associates, or any of them.

33. Insurance

A. The Contractor shall obtain and maintain throughout the term of this Agreement, at the Contractor's sole cost and expense, not less than the insurance coverage set forth below:

- a) Workers' Compensation
- b) (This coverage is required if the Contractor employs individuals on either a full or part-time basis to perform the work hereunder)
 1. Coverage A - Statutory
 2. Coverage B - \$500,000
- c) Comprehensive Automotive Liability and General Liability Coverage
- d) Bodily Injury - \$2,000,000 each person
- e) Property Damage - \$2,000,000 each accident
- f) To include coverage for all owned, non-owned, leased and hired automobiles. The City of Dover shall be carried as additional insured on all policies. The Contractor must provide proof that



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the insurance company is licensed to do business in the State of New Hampshire.

34. Point of Contact

- A. All dealings and contacts between the parties shall be directed by the Contractor to the Community Services Director, or his designee.

35. Contractor's Records

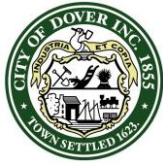
- A. The Contractor shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements:
 - a) The Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers and cancelled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the City for a minimum period of three (3) years, or for any longer period required by law, from the date of the final payment pursuant to this Agreement.
 - b) The Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of the termination or completion of this Agreement.

36. Waiver

- A. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.

37. Titles of Sections

- A. Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding upon the parties.



CITY OF DOVER

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603.516.6000

38. **Amendment**

- A. This Agreement may be modified or amended only by a written consent duly executed by the parties hereto or their representatives.

39. **Severability**

- A. The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement, shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

40. **Number of Copies**

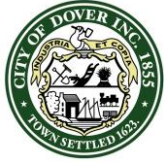
- A. This Agreement may be executed in any number of counterparts, all of which shall have full force and effect of an original for all purposes.

41. **Bankruptcy**

- A. It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the day and at the time the bankruptcy petition is filed.

42. **Termination**

- A. In the event the Contractor materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, City shall notify the Contractor in writing of the nature of such default. Within fifteen (15) days following such notice:
- a) The Contractor shall correct the default: or
 - b) In the event of a default not capable of being corrected within fifteen (15) days, the Contractor shall commence correcting the default within fifteen (15) days of City's notification thereof, and thereafter correct the default with due diligence.
 - c) The Contractor must notify the City of the plan and their timing to do so.
- B. If the Contractor fails to correct the default as provided above, City, without further notice, shall have all of the following rights and remedies which City may exercise singly or in combination:



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- a) The right to declare that this Agreement together with all rights granted the Contractor hereunder are terminated, effective upon such date and the City shall designate; and
- b) The right to take best advantage of the Performance Bond in place and use same to contract with others to perform the services originally scheduled to be performed by the Contractor, or to perform such services itself.

43. Successors and Assigns

- A. No assignment of the Agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City; in the event of any assignment, the assignee shall assume the liability of the Contractor.

44. Entirety

- A. This Agreement and any Exhibits attached hereto contain the entire Agreement between the parties hereto as to matters contained herein. Any oral representatives or modifications concerning this Agreement shall be of no force and effect.

PINARD WASTE SERVICES, INC

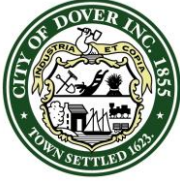
Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2014.11.12 – 125**
Resolution Re: **Authorization for Catherine Cheney to Vote at 2014 HealthTrust Annual Meeting**

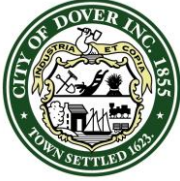
- WHEREAS: The City of Dover is a participating member of HealthTrust, Inc.; and
- WHEREAS: On December 10, 2014, HealthTrust, Inc. will hold its annual meeting for the Board of Directors, Articles of Incorporation, and may conduct other votes and business; and
- WHEREAS: HealthTrust, Inc. bylaws adopted on October 1, 2014 provides in Section 6.3. Election of Directors: Voting Procedures and Nominations for Directors: (d) To vote, upon registration at the meeting, the following forms must be provided to HealthTrust by the person entitled to cast the Member’s vote: (iii) For a representative appointed by the Member’s governing board, a copy of the executed resolution of the governing board appointing the representative together with the written certification signed by the representative, that her (sic) or she is the named representative and is entitled to vote on behalf of the Member; and
- WHEREAS: Councilor Cheney wishes to be appointed Dover’s representative to vote on behalf of Dover at the annual meeting; and
- WHEREAS: Councilor Cheney consistently tracks and reports HealthTrust, Inc. meeting notes, policy changes, attends meetings, co-authored a resolution to get monies back, was the Council’s nominee to serve on the board in 2013, and was the Council’s appointed representative at the 2013 HealthTrust, Inc. Annual Meeting.

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

Councilor Catherine Cheney is authorized to cast Dover’s vote(s) for the HealthTrust Board of Directors at the HealthTrust Annual Meeting on December 10, 2014, that the City Manager provide her with the Certificate of Authorizing Resolution, and that she sign the Voting Certification as required by HealthTrust for the Annual Meeting on December 10, 2014 per newly adopted HealthTrust Bylaw 6.3.(d)(iii).

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Councilor Catherine Cheney
Approved as to Legal Form and Compliance:	Anthony I. Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2014.11.12 – 125**
Resolution Re: **Authorization for Catherine Cheney to Vote at 2014 HealthTrust Annual Meeting**

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, 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:

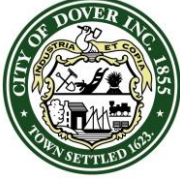
Councilor Cheney first partnered with City Manager Joyal at the 2012 Annual Meeting for the LGC.

Subsequent to that LGC Annual Meeting the LGC has been split up into the NHMA, HealthTrust, and PLT each with their separate Annual Meetings.

Councilor Cheney co-authored R-2012.02.22-23 Appeal to Regulator for Insurance Premium Refund (*attached*).

Councilor Cheney was nominated in 2013 by the Dover City Council to be on the Board for HealthTrust R-2013.12.04-138 Nomination for HealthTrust, Inc. Board of Directors (*attached*). With this resolution she also was provided two letters for nomination for the Board and to entitle her to vote at the Annual Meeting in 2013 (*attached*).

Councilor Cheney has paid attention to, followed and attended meetings of HealthTrust. On October 1st, Councilor Cheney attended a HealthTrust meeting and provided an update to the Council in Council Correspondence at our regular October 10th meeting. On October 22nd Councilor Cheney attended a HealthTrust meeting and a Governance/Nominating Committee Meeting of HealthTrust, an update is provided in Council Correspondence tonight (11/12/2014).



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2014.11.12 – 125**

Resolution Re: **Authorization for Catherine Cheney to Vote at 2014 HealthTrust Annual Meeting**

At the regular Council Meeting on October 1st, Councilor Cheney verbally and in her written report provided notice that due to the Bylaw changes made on October 1st she would again be requesting the Council to entitle her to vote at the Annual HealthTrust meeting on December 10th.

HealthTrust, Inc. on October 1, 2013 amended the Bylaws with parameters for a Member to entitle a person (*attached*).

HealthTrust, Inc. Voting Certification Form (*attached*).

Certificate of Authorizing Resolution (*attached*).

Certificate of Designation (*attached*).

HealthTrust, Inc. Member Message about the 2014 HealthTrust Annual Meeting (*attached*).



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2012.02.22 – 23**

Resolution Re: **Appeal to Regulator for Insurance Premium Refund**

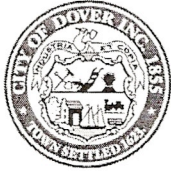
- WHEREAS: The City of Dover is forecasting a budget process that may require significant reductions in basic municipal and school services; and
- WHEREAS: The City Council has a fiduciary responsibility to be vigilant about all public dollars spent by the City of Dover; and
- WHEREAS: The City of Dover has determined that the Local Government Center, HealthTrust has charged the City for Workers' Compensation premiums/fees through overcharging for health premium payments and then applied the overpayments to a Workers Compensation coverage; and
- WHEREAS: The City of Dover does not purchase Worker's Compensation coverage from the Local Government Center; and
- WHEREAS: The City of Dover has paid an estimate of \$282,000 dollars in premium payments to the Local Government Center for what it thought was Health Insurance Coverage and has now determined the money was diverted by the Local Government Center LLC to support the Center's new Workers' Compensation insurance program;
- WHEREAS: The City has requested reimbursement from the Local Government Center.
- WHEREAS: The Local Government Center has acknowledged it owes political subdivisions over \$17,000,000 dollars from the taking of premiums charged for health insurance and diverting those funds to their Workers' Compensation fund;

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

The Dover City Council respectfully requests that William Gardner, Secretary of State for the State of NH, through the Bureau of Securities under his management and supervision, and using his authority in Chapter 5-B: 5 c, and/or other authorities he or his office may have, needed to order the Local Government Center to refund to the City of Dover taxpayer dollars obtained and retained by the Local Government Center for a purpose other than health insurance coverage.

BE IT FURTHER RESOLVED:

The Administration of the City of Dover shall take steps as detailed below to recover these public funds in cash only from the Local Government Center and will not delay its recovery as time is of the essence. The administration shall produce the claim letter to the Secretary of State demanding action and shall attach all necessary financial data detailing proof of the claim amount to the best of their ability. Copies of all correspondence in this matter shall be delivered to the City Council.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: R - 2012.02.22 - 23
Resolution Re: Appeal to Regulator for Insurance Premium Refund

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch Finance Director
Sponsored by: Councilor Karen Weston Councilor Catherine Cheney
Approved for Legal Compliance: Allan B. Krans, Sr. General Legal Counsel
Recorded by: Karen Lavertu City Clerk

DOCUMENT HISTORY:

Table with 4 columns: First Reading Date, Public Hearing Date, Approved Date, Effective Date. Values: 2012.02.22, N/A, 2012.02.22, 2012.02.22

DOCUMENT ACTIONS: Motion to approve by Councilor Cheney; seconded by Councilor Weston. Motion to amend 5th Whereas to add estimate and to amend 6th Whereas to strike out everything after the \$282,000 figure by Councilor Weston; seconded by Councilor Weeden.

Vote U/A

Motion to approve as amended passed 7/2 with Councilors Garrison and Hooper opposed.

VOTING RECORD table with columns: Date of Vote, YEAH, NAY. Lists councilors and their votes, ending with Total Votes: 7 YEAH, 2 NAY.

RESOLUTION BACKGROUND MATERIAL:

Background: The Background is supplied in the body of the resolution.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 5.B.

Resolution Number: **R – 2013.12.04 – 138**
Resolution Re: **Nomination for HealthTrust, Inc. Board of Directors**

- Whereas: The City of Dover would like the Members present and voting at the Annual Meeting of HealthTrust to consider a nomination from Dover for the Board of Directors for HealthTrust Inc.; and
- Whereas: It would be advantageous for the Board, Seacoast and all members to have an Elected City Official that has served on many committees with great results; and
- Whereas: It is stated in the HealthTrust, Inc. Bylaws Section 6.2 Qualifications of Directors, that due regard may be given as to: "...experience in risk management, administrative ability and fiduciary experience." (See background); and
- Whereas: Members have stated at Board of Directors meetings "that it would be in the best interest of the organization to have experts in insurance on the Board"; and
- Whereas: Catherine Cheney is duly qualified, a Municipal Public Official, a 4 term City Councilor, 1 Term County Commissioner having risk management insurance experience, administrative ability and fiduciary experience; and
- Whereas: This background fitting more than one of the parameters in the HealthTrust By-Laws for Board Members, Dover and other members needing this level of representation on the board; and
- Whereas: Councilor Cheney has submitted an application and would like to advocate for the HealthTrust goals and objectives and is capable and will focus on being effective to the members and HealthTrust's service to the members

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

The City Council of Dover would like Councilor Catherine Cheney to be nominated and elected to serve on the HealthTrust, Inc Board of Directors.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Councilor Michael Crago
Approved for Legal Compliance:	Anthony L. Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

DOCUMENT HISTORY:

Document Created by: Catherine Cheney	2013.12.04_NominationforHealthTrust
Document Posted on: December 4, 2013	Page 1 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 5.B.

Resolution Number: **R – 2013.12.04 – 138**
Resolution Re: **Nomination for HealthTrust, Inc. Board of Directors**

First Reading Date:	12/04/2013	Public Hearing Date:	N/A
Approved Date:	12/04/2013	Effective Date:	12/04/2013

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote: 12/04/2013	YES	NO
Mayor Karen Weston	X	
Deputy Mayor, Robert Carrier, At Large	X	
Councilor Ed Spuler, Ward 1	Absent	
Councilor William Garrison, Ward 2	X	
Councilor Michael Crago, Ward 3	X	
Councilor Dorothea Hooper, Ward 4		X
Councilor Catherine Cheney, Ward 5	X	
Councilor Michael Weeden, Ward 6	X	
Councilor At Large (vacant)		
Total Votes:	6	1
Resolution does pass.		

RESOLUTION BACKGROUND MATERIAL:

Catherine Cheney:

The Hartford 1980-1986 defined, designed and authored Online System Claims Account Risk management system “OSCAR” worked with Account Executives clients included Coca-Cola and Eckard Drug Companies; Extensive analysis working with actuaries to design, test and implement Risk Management and Reinsurance System

The Travelers 1982-1983 updated their risk management system Claim Account Risk Management Application “CARMA”

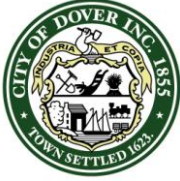
Liberty Mutual 2000-2007 authored and tested SystemOne NXT Disability Claims/FMLA System

Combined Insurance experience: 13 years

Elected 2005 Dover City Councilor entering 5th term - 8 years experience; Chaired 3 Joint Building Committees, Co-Chaired Financial Policy Committee, Member City/School Software Selection Committee

Elected 2010 Strafford County Commissioner – 2011-2012 Term; Safety Committee, Jail Industries Committee (currently serving)

Current: Board of Trustees – New Hampshire Farm Museum; Communications Chair, Boy Scouts of America Abnaki District



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 5.B.

Resolution Number: **R – 2013.12.04 – 138**
Resolution Re: **Nomination for HealthTrust, Inc. Board of Directors**

Former: Instructor Spreadsheet Course – NHTI; Business and Professional Women “Young Careerist Award”, IBM Technical Excellence Award

HEALTHTRUST, INC. BYLAWS :

ARTICLE VI

BOARD OF DIRECTORS

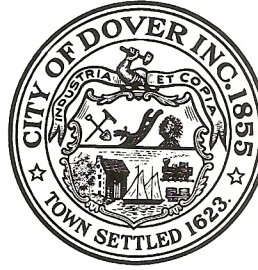
SECTION 6.1 Board of Directors. The Board of Directors shall comprise eleven Directors each serving in one of the following categories: Municipal Public Officials, School Public Officials, Employee Officials or County Public Officials. The Board of Directors shall comprise three (3) Municipal Public Officials, four (4) School Public Officials, three (3) Employee Officials and one (1) County Public Official. Two-thirds (2/3) of the Directors then serving must be Public Officials or Employee Officials of Members presently participating in HealthTrust.

SECTION 6.2 Qualifications of Directors.

- (a) Each Director shall at the time of election or appointment and at all times while serving in such office be qualified to fill the category of Director described in Section 6.1 for which they were elected or appointed. In nominating Directors, the Governance and Nominating Committee may, but need not, give due regard to varying geographic location, population of the Members or entities eligible to be Members, experience in risk management, administrative ability and fiduciary experience.
- (b) A person serving on the board of Property-Liability Trust, Inc. is ineligible to serve as Director of HealthTrust.
- (c) Only one Public Official or Employee Official per Member or entity eligible to be a Member may serve on the Board of Directors at the same time.

SECTION 6.3 Election of Directors: The Members shall elect the Directors at the Annual Meeting for the terms specified in Section 6.5. The Governance and Nominating Committee shall recommend a slate of candidates to the Membership. Nominations will also be taken from Members at the annual meeting. Each Member is entitled to one vote. Voting for Directors shall occur in-person at the annual meeting.

Karen S. Lavertu
City Clerk/Tax Collector



Central Avenue
Dover, NH 03820
(603) 516-6020

December 5, 2013

The City Council of Dover, NH held a special meeting on December 4, 2013. They voted to approve Resolution R-2013.12.04-138 which resolved that the City of Dover would like Councilor Catherine Cheney to be nominated and elected to serve on the HealthTrust, Inc Board of Directors.

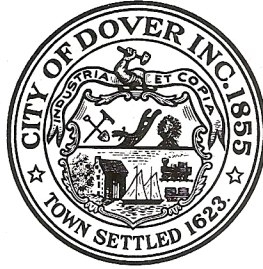
Karen Lavertu
Karen S. Lavertu
City Clerk/Tax Collector Dover NH

Signed before me this 5th day of December, 2013

Susan M. Mistretta, NP

SUSAN M. MISTRETТА, Notary Public
My Commission Expires September 18, 2018

Karen S. Lavertu
City Clerk/Tax Collector



Central Avenue
Dover, NH 03820
(603) 516-6020

December 5, 2013

A special meeting of the City Council for the City of Dover, NH was held on December 4, 2013. It was agreed that Councilor Catherine Cheney is entitled to cast Dover's vote for the Property Liability and HealthTrust Board of Directors on December 10, 2013.

Karen Lavertu
Karen S. Lavertu
City Clerk/Tax Collector Dover NH

Signed before me this 5th day of December, 2013

Susan M. Mistretta NP

SUSAN M. MISTRETTA, Notary Public
My Commission Expires September 18, 2018



Voted on October 1, 2013

SECTION 3.5. Meetings of the Members.

A meeting of the Members shall be held at least annually (the Annual Meeting) for the purposes of receiving reports on the operations of HealthTrust; voting upon nominations for members of the Board of Directors; and transacting any other business which may be transacted at an annual meeting. The time and place of any meeting will be determined by the Board of Directors. Members shall be notified of the time and place of any meeting by at least ten (10) days written notice which may include email notification, provided that the notification for the Annual Meeting shall be governed by Section 6.3 (f) and (g) of these Bylaws. Each Member present shall be entitled to one vote. Any number of Members shall constitute a quorum for the conduct of elections and the transaction of any business. Determination of who may vote at any meeting shall be governed by Section 6.3 (c), (d) and (e) of these Bylaws.

I. Amend Section 6.3 as follows:

SECTION 6.3. Election of Directors; Voting Procedures and Nominations for Directors:

The following procedures will govern the Members' election of Directors:

- (a) The Members shall elect the Directors at the Annual Meeting for the terms specified in Section 6.5.
- (b) Each Member shall be entitled to cast one vote for each Director position on the ballot. All votes must be cast in person at the Annual Meeting.
- (c) Provided the required forms are submitted pursuant to Section 6.3 (d), the Member's top administrative official (for example, superintendent of schools, town manager, town administrator, etc.) or his or her certified designee shall be entitled to cast the Member's vote, unless the governing board of the Member, by resolution, appoints a different representative to cast the Member's vote, in which case such representative shall be entitled to cast the Member's vote. Governing bodies are encouraged to participate in this fashion.

- (d) To vote, upon registration at the meeting, the following forms must be provided to HealthTrust by the person entitled to cast the Member's vote:
- (i) For the Member's top administrative official: written certification, signed by the individual certifying that he or she is the Member's top administrative official and entitled to vote on behalf of the Member,
 - (ii) For the designee of the Member's top administrative official: written certification, signed by the top administrative official, certifying that he or she is the Member's top administrative official, entitled to vote on behalf of the Member and that that he or she designates the specified individual to cast the Member's vote on his or her behalf, together with written certification signed by the designee, that her or she is the named designee and is entitled to vote on behalf of the Member.
 - (iii) For a representative appointed by the Member's governing board, a copy of the executed resolution of the governing board appointing the representative together with written certification signed by the representative, that her or she is the named representative and is entitled to vote on behalf of the Member.
- (e) A single individual shall be entitled to cast the vote of multiple Members provided he or she is duly authorized to vote for each such Member pursuant to Sections 6.3 (c) and (d).
- (f) HealthTrust shall provide Members written notice, which may include email notification, of the Annual Meeting at least 60 days in advance of said meeting. HealthTrust shall attempt to send such notice to both the chief administrative officer and the chair of the governing board of each member; however, failure to send the notice to these specific individuals shall not invalidate the results of any election.
- (g) Said notice shall include:
- (i) the date, place and time of the Annual Meeting;
 - (ii) information on how to become a candidate for a Director position;
 - (iii) a copy of the certification forms and sample resolution to be submitted by the person voting on behalf of the Member pursuant to Section 6.3 (d); and
 - (iv) notice of the date and method by which the Governance and Nominating Committee will notify the Members of its recommended a slate of candidates.
- (h) The Governance and Nominating Committee shall recommend a slate of candidates to the Membership at least 30 days prior to the Annual Meeting by written notice, which may include email notification or on-line posting, Nominations will also be taken from Members at the Annual Meeting.

VOTING CERTIFICATION

Member: _____
Name of the entity that is a HealthTrust Member (please print)

I hereby certify that I am authorized to cast the vote for the above-named HealthTrust Member at HealthTrust's 2014 Annual Member Meeting because (check only one):

- I have been authorized to do so by a valid resolution, adopted by the governing board (select board, school board, town/city council, etc.) of the above-named HealthTrust Member and further certify I have attached a validly executed Certificate of Authorizing Resolution evidencing such authority;
- I am the top administrative official (town manager, superintendent, etc.) of the above-named HealthTrust Member; or
- I have been designated to do so by the top administrative official (town manager, superintendent, etc.) of the above-named HealthTrust Member and further certify I have attached a signed Certificate of Designation evidencing such designation.

Name (please print)

Title, if applicable (please print)

Signature

Date

Each Member shall be entitled to cast one vote for each Director position on the ballot. In the event more than one Voting Certification is submitted for a single HealthTrust Member, the Member's voting rights will be granted to the person validly authorized pursuant to the topmost option, above.

CERTIFICATE OF AUTHORIZING RESOLUTION

I hereby certify to *HealthTrust, Inc.* ("HealthTrust"), that the following is a true copy of a resolution adopted by the Governing Board of _____ at a meeting duly held on _____:

(Name of HealthTrust Member)
(Meeting date)

RESOLVED: That _____ is hereby authorized to vote on behalf of _____ at HealthTrust's 2014 Annual Member meeting; and

(Voter's name)
(Name of HealthTrust Member)

RESOLVED: That _____ is hereby authorized and directed to execute and deliver to HealthTrust a certificate of this resolution.

(Name of representative of governing body)

I further certify that the foregoing resolution remains in full force and effect without modification.

Date: _____

By: _____
(Signature)

Name: _____
(Name of representative of governing body)

Title: _____
Duly Authorized

CERTIFICATE OF DESIGNATION

Member: _____
(Name of HealthTrust Member)

I hereby certify to *HealthTrust, Inc.* (“HealthTrust”) that:

- 1) I am the top administrative official (town manager, superintendent, etc.) of the above-named HealthTrust Member; and
- 2) I have designated _____ to cast the above-named Member’s vote on my behalf at HealthTrust’s 2014 Annual Member meeting.

I further certify that the foregoing designation remains in full force and effect without modification.

Date: _____

By: _____
(Signature)

Name: _____

Title: _____
Duly Authorized



October 10, 2014

Dear HealthTrust Member,

The 2014 HealthTrust Annual Meeting will be held Wednesday, December 10, at 9:30 a.m. at HealthTrust, 25 Triangle Park Drive in Concord. In addition to Board of Director elections and an update on our activities over the past year, this year's Annual Meeting will feature a presentation on a new HealthTrust product, SmartShopper, to be introduced in 2015. SmartShopper rewards enrollees and their covered family members for being savvy medical consumers. Please join us to hear more about this exciting product offering, and to participate in the election of three (3) directors to the HealthTrust Board of Directors.

Eligibility to Vote – Important!

To be eligible to cast your Member's vote during the Board of Director elections (one vote per Member) you will need to complete the Voting Certification form available at this [link](#). If you are not your Member's top administrative official (town manager, superintendent, etc.), please complete the appropriate certificate as noted on the [Voting Certification form](#). You must either bring these forms with you to the meeting or submit them when you register for the Annual Meeting (see below).

Registration

Though advance registration for the Annual Meeting is not required, it is recommended to help ensure we have adequate seating and materials available. It also ensures that all the proper paperwork has been completed and submitted, so you will not have to worry about forgetting to bring the forms with you on the day of the Annual Meeting. To register for the Annual Meeting email us at registrations@healthtrustnh.org. You will receive a confirmation email when we receive your registration.

Director Positions Up for Election

At the Annual Meeting, Members will be electing three (3) directors to the HealthTrust Board of Directors. Board members develop HealthTrust's vision and goals, translate Member needs into innovative products and services, and ensure HealthTrust remains accountable to its Members. They also bring sound business strategy and financial management to the table.

There are three director positions up for election this year, all of which have three-year terms. They are divided as follows:

- One (1) municipal public official;
- One (1) school public official; and
- One (1) municipal, school or county employee (below department-head level).

To be eligible for a "public official" position, a person must be either a publicly elected official or hold an administrative position of department head or higher.

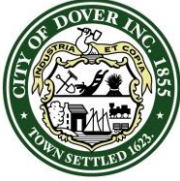
If you would like to serve on the Board of Directors, please complete the application found at this [link](#). If you feel someone else you know would be a good candidate, please share this information with them. Applications must be received on or before Sunday, October 19. All applications received will be reviewed by our Nominating Committee who will then present recommendations at the Annual Meeting. The Nominating Committee will not be able to consider any individual whose application was not received by the October 19 deadline. The Nominating Committee's recommended slate of candidates will be posted to the HealthTrust website no later than Friday, October 31.

Thank you for your thoughtful consideration of this important event. I hope to see you at the HealthTrust Annual Meeting on December 10.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter Bragdon', with a large, stylized initial 'P'.

Peter Bragdon
Executive Director



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2014.11.12 – 126**
Resolution Re: **Authorization for Dorothea Hooper to Vote at 2014 HealthTrust Annual Meeting**

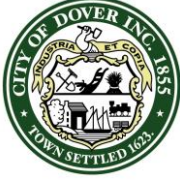
- WHEREAS: The 2014 HealthTrust Annual Meeting is scheduled for Wednesday, December 10, 2014; and
- WHEREAS: Dover is a member of HealthTrust; and
- WHEREAS: HealthTrust by-laws permit the governing board of a Member to appoint a representative to vote at the Annual Meeting on the Member's behalf; and
- WHEREAS: Councilor Dorothea Hooper wishes to represent the City of Dover at the Annual Meeting; and
- WHEREAS: Councilor Hooper wishes to cast the City of Dover's vote(s) during the Board of Directors elections.

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

Councilor Dorothea Hooper is authorized to cast Dover's vote(s) for the HealthTrust Board of Directors at the HealthTrust Annual Meeting on December 10, 2014, that the City Manager provide her with the Certificate of Authorizing Resolution, and that she sign the Voting Certification as required by HealthTrust for the Annual Meeting on December 10, 2014 per newly adopted HealthTrust Bylaw 6.3.(d)(iii).

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Councilor Dorothea Hooper
Approved as to Legal Form and Compliance:	Anthony I. Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2014.11.12 – 126**
Resolution Re: **Authorization for Dorothea Hooper to Vote at 2014 HealthTrust Annual Meeting**

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, 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:

The 2014 HealthTrust Annual Meeting will be held Wednesday, December 10, 2014 at 9:30 a.m. at HealthTrust, 25 Triangle Park Drive in Concord. Three director positions are up for election at this year's meeting, all of which have three-year terms. As a member of HealthTrust, the City of Dover is eligible to cast a vote for each of these positions. Per HealthTrust by-laws, the City Council, as the City of Dover's governing board, may authorize an individual to cast vote(s) on Dover's behalf. See Certificate of Authorizing Resolution and Voting Certification attached.

VOTING CERTIFICATION

Member: _____
Name of the entity that is a HealthTrust Member (please print)

I hereby certify that I am authorized to cast the vote for the above-named HealthTrust Member at HealthTrust's 2014 Annual Member Meeting because (check only one):

- I have been authorized to do so by a valid resolution, adopted by the governing board (select board, school board, town/city council, etc.) of the above-named HealthTrust Member and further certify I have attached a validly executed Certificate of Authorizing Resolution evidencing such authority;
- I am the top administrative official (town manager, superintendent, etc.) of the above-named HealthTrust Member; or
- I have been designated to do so by the top administrative official (town manager, superintendent, etc.) of the above-named HealthTrust Member and further certify I have attached a signed Certificate of Designation evidencing such designation.

Name (please print)

Title, if applicable (please print)

Signature

Date

Each Member shall be entitled to cast one vote for each Director position on the ballot. In the event more than one Voting Certification is submitted for a single HealthTrust Member, the Member's voting rights will be granted to the person validly authorized pursuant to the topmost option, above.

CERTIFICATE OF AUTHORIZING RESOLUTION

I hereby certify to *HealthTrust, Inc.* ("HealthTrust"), that the following is a true copy of a resolution adopted by the Governing Board of _____ at a meeting duly held on _____:

(Name of HealthTrust Member)
(Meeting date)

RESOLVED: That _____ is hereby authorized to vote on behalf of _____ at HealthTrust's 2014 Annual Member meeting; and

(Voter's name)
(Name of HealthTrust Member)

RESOLVED: That _____ is hereby authorized and directed to execute and deliver to HealthTrust a certificate of this resolution.

(Name of representative of governing body)

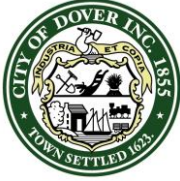
I further certify that the foregoing resolution remains in full force and effect without modification.

Date: _____

By: _____
(Signature)

Name: _____
(Name of representative of governing body)

Title: _____
Duly Authorized



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2014.11.12 – 127**
Resolution Re: **Amelia Coen Revocable Trust Donation**

WHEREAS: The Amelia Coen Revocable Trust owns a 26± acre parcel of property in the area of Tolend Road; and

WHEREAS: The parcel does not have frontage on Tolend Road but does have a 20 foot wide right-of-way over an abutting parcel to Tolend Road as recorded in an Easement deed in the Strafford County Registry of Deeds at Book 1029, page 237; and

WHEREAS: The Trust would like to donate this land, Tax Map C31, to the City of Dover via a quitclaim deed with no conditions; and

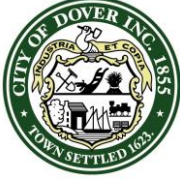
WHEREAS: A quitclaim deed from the Trust to the City has been drawn to be signed by the Successor Trustee of the Amelia Coen Revocable Trust to convey this parcel of property.

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

That the City of Dover accept with gratitude the generous donation of this 26± acre parcel of land located on Tolend Road (Tax Map C31) via quitclaim deed from the Amelia Coen Revocable Trust, and that the City Manager may take any/all necessary actions to finalize the transfer of the parcel to the City.

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		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2014.11.12 – 127**
Resolution Re: **Amelia Coen Revocable Trust Donation**

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.		

RESOLUTION BACKGROUND MATERIAL:

The 26± acre Coen property is completely wooded and undeveloped. There is a drainage way across the land that drains to the Bellamy Reservoir. The property is greatly restricted from development by easements granted to protect the reservoir.

The property currently abuts City property that is adjacent to the Tolend Landfill property. No contamination of groundwater has ever been found to have migrated to this property, so it is not in the Groundwater Management Zone associated with the landfill. The City currently owns 166 acres including the landfill proper and land surrounding the former landfill. Adding an additional 26± acres increases the protected natural area. The City also owns an additional 68 acres of land across Tolend Road along the Cocheco River and the land known as the Minicello lot. The property has a 20 foot right-of-way across an abutting parcel to Tolend Road. See Easement deed attached.

The attached map shows all the City owned land as well as the Coen lot with bolded boundary.

See attached draft Quitclaim Deed from the Amelia Coen Revocable Trust to the City of Dover to be signed by Mary Dineen Melendez, successor trustee of the Trust, and letter from Trust legal counsel.

Beaumont & Campbell Prof. Ass'n.
Attorneys

ONE STILES ROAD - SUITE 107
SALEM, NEW HAMPSHIRE 03079
Tel: 603-898-2635 • Fax: 603-894-6678

BERNARD H. CAMPBELL

URVILLE J. BEAUMONT
Of Counsel
(Also admitted in MA)

VIA ELECTRONIC MAIL
A.Blenkinsop@dover.nh.gov
AND 1ST CLASS MAIL

November 3, 2014

Anthony I. Blenkinsop, City Attorney
City of Dover, NH
288 Central Avenue
Dover, New Hampshire 03820-4169

Re: Gift of Property to City of Dover

Dear Attorney Blenkinsop:

On behalf of my client, Mary Dineen Melendez, Successor Trustee of the Amelia Coen Revocable Trust, enclosed you will find a copy of the Amelia Coen Revocable Trust. Please refer to Paragraph 7 which addresses Successor Trustees.

If you have any questions, or require further information, please call.

Thank you.

Very truly yours,


Urville J. Beaumont

Enclosure

UJB:sjt
Probate/Letters/Coen Rev Trust-Atty Blenkinsop

THE AMELIA COEN REVOCABLE TRUST

DECLARATION OF TRUST made this 21st day of August 1990.

WITNESSETH THAT:

WHEREAS, Amelia Coen of Salem, New Hampshire (hereinafter referred to as the DONOR) is about to transfer and deliver to the said Amelia Coen of 104 Lake Street, Salem, New Hampshire, as TRUSTEE, certain of her property.

NOW THEREFORE, the Trustee does hereby declare, covenant and agree that she will hold said property in safekeeping, and in the event of the payment or transfer to her of any other property, real or personal, she will hold the same upon the trust hereinafter set forth, namely:

1.

This Trust is revocable in accordance with the provisions of Paragraph 5, and shall be known as the AMELIA COEN REVOCABLE TRUST, and may be referred to as such.

2.

DURING DONOR'S LIFETIME. The Trustee shall receive, hold and manage all property at any time comprising the trust estate and shall invest and reinvest the same, and so much of the net income and principal as the Trustee may in her sole discretion determine from time to time or as the Donor may request in writing shall be paid to or applied for the benefit of the Donor.

3.

DISPOSITIVE PROVISIONS AFTER DEATH OF DONOR. Upon the death of the Donor, the Trustee then serving shall pay over all of the Trust property, including any undistributed income to the children of the Donor, James P. Coen, Eileen Allen, Michael J. Coen, Theresa Nelson and Mary Dineen Coen, in equal shares, share and share alike and to their children by representation. Should any of the Donor's said children predecease the Donor and die without issue, the share of such child of the Donor shall be distributed among the survivors of the Donor's children or their children by representation.

4.

DISTRIBUTION TO BENEFICIARY UNDER TWENTY-ONE YEARS. Any gift which is distributable to a beneficiary under Paragraph 3, who has not attained the age of 21 years, shall be retained in Trust and so much, or none, of the principal and income of each trust shall, in the sole discretion of the Trustee, be paid to or for the benefit of the beneficiary and the Trustee shall also have the additional power to distribute the Trust property in any one or more of the following ways: (1) by distribution to the minor; (2) by distribution

AUMONT, MASON &
PPELL, PROF. ASS'N
ATTORNEYS AT LAW
SUITE 102
90 STILES ROAD
SALEM, N.H. 03079

to the legal guardian of the minor; (3) by distribution to a parent, relative or friend of the minor for the minor's care, support and/or education; (4) by applying the same directly for the minor's care; (5) by depositing the same in a bank account or by purchasing a savings instrument in the name of the minor or in the name of a custodian for his or her benefit, either under a Uniform Law relating to transfers or gifts to minors or otherwise; or (6) by holding the same hereunder in trust or in custody for the care, support, convenience and/or education of the minor and by distributing the remainder thereof to the minor upon coming of age or otherwise to the minor's estate in case of the death of the minor. The receipt of the person to whom property or funds are actually distributed in accordance with any of the foregoing provisions shall fully discharge the Trustee from further accountability therefor.

5.

POWER TO ALTER OR AMEND TRUST. The Donor reserves the power, at any time or from time to time, to alter, amend or revoke, in whole or in part, the terms and conditions of this Trust by an instrument in writing, signed by her, acknowledged before a notary public, and delivered to the Trustee during her lifetime.

6.

TRUSTEE'S POWERS. The Trustee serving shall have all the powers conferred by the Uniform Trustees' Powers Act (N.H. RSA 564-A) as amended and in addition thereto is authorized to retain any of the Trust property in the form existing as of the time it was conveyed to the Trust whether or not such assets are legal investments under the laws of the State of New Hampshire.

7.

SUCCESSOR TRUSTEES. In the event of the death or resignation of the original Trustee or the incapacity of the original Trustee, as may be certified by the original Trustee's physician, Mary Dineen Coen shall act as successor Trustee with all of the powers of the original Trustee. Should the capacity of the original Trustee to act be re-certified, the original Trustee shall resume serving as sole Trustee.

8.

TRUSTEE VACANCY. In addition to any of the powers enumerated herein any acting Trustee shall have the right to appoint a Co-Trustee and successor Trustees as circumstances may require. As to any vacancy not filled, the same may be filled by any Court of competent jurisdiction. Except in the case of appointment by Court, any such appointment shall be in writing, signed, and acknowledged before a notary public.

9.

SPENDTHRIFT. No person to whom any revisionary, future or expectant interest is given, nor any person entitled to any income,

shall have the power to alienate or dispose of such interest or income by anticipation or subject the same to his debts or liabilities, and no such interest or income shall be liable for his debts or liabilities.

10.

BOND. No Trustee shall be required to give bond or furnish surety on any bond required by law.

11.

LIABILITY OF TRUSTEE. No Trustee shall be liable for the acts or omissions of any prior Trustee, Co-Trustee, or any persons administering the Donor's estate, nor unless requested in writing by a beneficiary, shall it be obliged to inquire into such acts or omissions, or to ascertain that the property transferred to it is the entire trust property. No Trustee shall be liable for the exercise of any powers or discretion unless such exercise shall be the result of bad faith or gross negligence.

12.

CERTIFICATE BY TRUSTEE. A written statement of any Trustee at any time as to any facts relative to the Trust may always be relied upon and shall always be conclusive evidence in favor of any transfer agent and any other person dealing in good faith with the Trustee in reliance upon such statement.

13.

PERPETUITIES. If any trust created hereunder shall violate any applicable rule against perpetuities, or any similar rule or law, the Trustee is hereby directed to terminate such trust on the date limited by such rule or law, and, thereupon, the property held in such trust shall be distributed to the persons then entitled to share the income therefrom in the proportions in which they are then entitled to share such income, notwithstanding any provisions of this trust to the contrary.

14.

EARLY TERMINATION. Notwithstanding any other provisions of this instrument, in the event any trust held hereunder shall in the opinion of the Trustee become uneconomic or otherwise inadvisable to administer as a Trust, the Trustee, in his or her absolute discretion, is authorized to terminate such Trust and distribute the principal to or for the benefit of the beneficiaries then entitled or eligible to receive the income and in the same proportions.

15.

DEFINITIONS. Whenever used in this trust agreement, the words "child", "children", or "issue" are intended to include not only persons who are descendants by blood, but also persons and issue of persons who have been adopted according to law or over whom

adoption proceedings have been commenced in a court of competent jurisdiction.

Masculine, feminine and neuter pronouns shall each include all genders, and the singular the plural and vice versa, where the context or facts so admit.

The captions and paragraph headings of this trust agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this agreement, nor in any way affect this agreement.

16.

GOVERNING LAW. This Trust shall be interpreted in accordance with the laws of the State of New Hampshire and its validity and administration shall be governed by said laws except with respect to such assets as are required by law to be governed by the laws of some other jurisdiction.

17.

EXECUTION. This trust agreement, and any amendments hereto, shall be effective when executed by the Grantor, notwithstanding that the signature of the Trustee is provided for, the Trustee's signature being intended to denote the acceptance of the Trustee to serve in that capacity only.

IN WITNESS WHEREOF, the said Amelia Coen, as Donor, and Amelia Coen of Salem, New Hampshire, as Trustee, have set their hands and seals to this instrument this 21st day of August, 1990.

Mary Dineen Coen
Mary Dineen Coen,
Successor Trustee

Amelia Coen
Amelia Coen, Donor

Amelia Coen
Amelia Coen, Trustee

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

Then personally appeared the above named, Amelia Coen and Mary Dineen Coen, and acknowledged the foregoing instrument to be their free act and deed, before me,

Kimberly Beaumont
Notary Public
My commission expires: 5/7/91

UMONT, MASON &
PBELL, PROF. ASS'N
TORNEYS AT LAW
SUITE 102
90 STILES ROAD
ALEM, N.H. 03079

QUITCLAIM DEED

I, Mary Dineen Melendez, of 12623 Salmon River Road, San Diego, County of San Diego, State of California, f/n/a Mary Dineen Coen, Successor Trustee of the Amelia Coen Revocable Trust, under a Trust instrument dated August 21, 1990, for consideration paid, grant to the City of Dover, 288 Central Avenue, Dover, County of Strafford, State of New Hampshire, with QUITCLAIM COVENANTS:

A certain tract or parcel of land situated in Dover, in the County of Strafford, State of New Hampshire, near the Tolend Road, so-called, in the locality known as the "Heath" and bounded as follows, viz:

Beginning at a stake driven in the ground at the Southeasterly intersection of land now or formerly of Harrison Twombly with the land now or formerly of Joel Holmes, and running South 45° East Nine Hundred Seventy-Three and five tenths (973.5) feet, more or less, by the land of said Harrison Twombly to a stake driven in the ground and some spotted maples; thence running South 42° 26' West One Thousand Three Hundred Fifty-Four and five tenths (1,354.5) feet, more or less, to a stake driven in the ground at the land of Joel Holmes; thence running by said Holmes land North 42° 58' West Nine Hundred Seventy-Three and five tenths (973.5) feet, more or less, to a stake set in the ground; thence running North 42° 18' East by said Holmes land One Thousand Three Hundred Twenty (1,320) feet, more or less, to the point of beginning.

This conveyance is subject to those rights of flowage, otherwise termed a perpetual and assignable easement and rights over certain land as given by Willis Fernald to U.S. America, said rights more specifically described in an agreement signed by Willis Fernald and dated October 29, 1959, which rights are made a part of this conveyance.

Being the same premises conveyed to Amelia Coen, Trustee of the Amelia Coen Revocable Trust by deed of Amelia Coen, dated September 21, 1990 and recorded in the Strafford County Registry of Deeds in Book 1526, page 0295. The said Amelia Coen having deceased on November 19, 2009 (see death certificate attached herewith).

Also meaning and intending to convey an easement for a right of way twenty (20) feet in width as shown on plan entitled "R.O.W. Detail Plan Alice E. Felker Subdivision, Dover, N.H., Scale: 1" = 50', Dec. 1978" by Frederick E. Drew Associates, Cherry Lane, Madbury, New Hampshire, and said Plan being recorded in the Strafford County Registry of Deeds.

This is not a contractual conveyance.

Witness my hand and seal this _____ day of _____, 2014.

Mary Dineen Melendez

THE STATE OF CALIFORNIA
_____, SS.

Personally appeared the above-named Mary Dineen Melendez, Successor Trustee of the Amelia Coen Revocable Trust dated August 21, 1990 and acknowledged the foregoing instrument to be her free act and deed, before me.

Notarial Officer

My Commission Expires:

Easement

I, MARTIN J. FELKER, unmarried, of 255 Littleworth Road, Dover, County of Strafford, State of New Hampshire

for consideration paid, grant to

P. James/Coen and Amelia Coen of Lake Street, Salem, County of Rockingham, State of New Hampshire, husband and wife as joint tenants with rights of survivorship with quitclaim covenants,

An easement for a right-of-way twenty (20') feet in width over, through and upon the following described premises situated on the Northwesterly side of Tolend Road in the City of Dover, as shown on plan entitled "R.O.W. Detail Plan Alice E. Felker Subdivision, Dover, N.H., scale: 1" = 50' Dec. 1978" by Frederick E. Drew Associates, Cherry Lane, Madbury, New Hampshire, said plan to be recorded herewith and bounded and described as follows:

Beginning on the Northwesterly side of Tolend Road at an iron pin at the Northerly corner of Lot #5 as shown on said plan; thence running S 50° 00' W by the Northwesterly boundary of Lot #5 as shown on said plan a distance of three hundred ten and one-tenth (310.1') feet, more or less, to an iron pin; thence turning and running S 44° 00' E by the Southwesterly boundary of said Lot #5 a distance of twenty (20') feet to an iron pin; thence turning and running N 50° 00' E parallel to and twenty (20') feet from said Northwesterly boundary of Lot #5 a distance of three hundred ten and one-tenth (310.1') feet, more or less, to an iron pin set on the Northwesterly sideline of Tolend Road; thence turning and running N 45° 08' W by said Northwesterly sideline of Tolend Road a distance of twenty (20') feet to the point of beginning; said easement being shown on said plan as "20' R.O.W." be any of said measurements more or less or however otherwise said premises may be bounded and described.

Meaning and intending to convey an easement for a right-of-way twenty (20') feet in width over the Northwesterly portion of Lot #5 as shown on said plan for the sole purpose of ingress and egress. The Grantor shall not be responsible for the construction, improvement, repair, or maintenance of said right-of-way. Grantee shall have the right to improve the same.

For my title, see Warranty Deed of Alice Felker to Martin J. Felker dated January 8, 1979 and recorded Strafford County Registry of Deeds.

WITNESS my hand this 28th day of February, 1979.

Sharon K. Dewar
Witness

Martin J. Felker
Martin J. Felker

STATE OF NEW HAMPSHIRE
STRAFFORD, SS:

Personally appeared Martin J. Felker, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained. Before me,

Sharon K. Dewar
Justice of the Peace
My Commission Expires: 9/29/81

Laura D. Cary

REGISTER OF DEEDS
STRAFFORD COUNTY

1979 MAR -9 PM 2:37

Laura D. Cary

STATE OF NEW HAMPSHIRE
STATE TAX
COMMISSION
R.S.A. 78-B
TAX ON TRANSFER
OF REAL PROPERTY
MAR -79
P.B. 10656
901000

LAW OFFICE OF
ANTHONY T. CORAINE
P. O. BOX 2008
ROCHESTER,
NEW HAMPSHIRE 03067

Beaumont & Campbell Prof. Ass'n.
Attorneys

ONE STILES ROAD - SUITE 107
SALEM, NEW HAMPSHIRE 03079
Tel: 603-898-2635 • Fax: 603-894-6678

BERNARD H. CAMPBELL

URVILLE J. BEAUMONT
Of Counsel
(Also admitted in MA)

October 30, 2014

Anthony I. Blenkinsop, City Attorney
City of Dover, NH
288 Central Avenue
Dover, New Hampshire 03820-4169

Re: Gift of Property to City of Dover

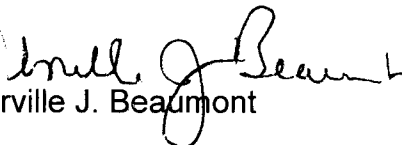
Dear Attorney Blenkinsop:

On behalf of my client, Mary Dineen Melendez, Successor Trustee of the Amelia Coen Revocable Trust, this letter will serve to offer to the City of Dover, without condition or consideration, title to a 26 acre parcel of land located on the northwesterly side of Tolend Road (Tax Map C0031).

If you have any questions, or require further information, please call.

Thank you.

Very truly yours,


Urville J. Beaumont

UJB:sjt
Probate/Letters/Coen Rev Trust-Atty Blenkinsop

Registrar of Vital Statistics

Certified Copy



THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

2630450

COMMONWEALTH OF KENTUCKY
CABINET FOR HEALTH & FAMILY SERVICES
REGISTRAR OF VITAL STATISTICS
CERTIFICATE OF DEATH

116 2009 036989

FORM VS NO. 1-A
(REV. 7/08)

MUST BE
TYPED

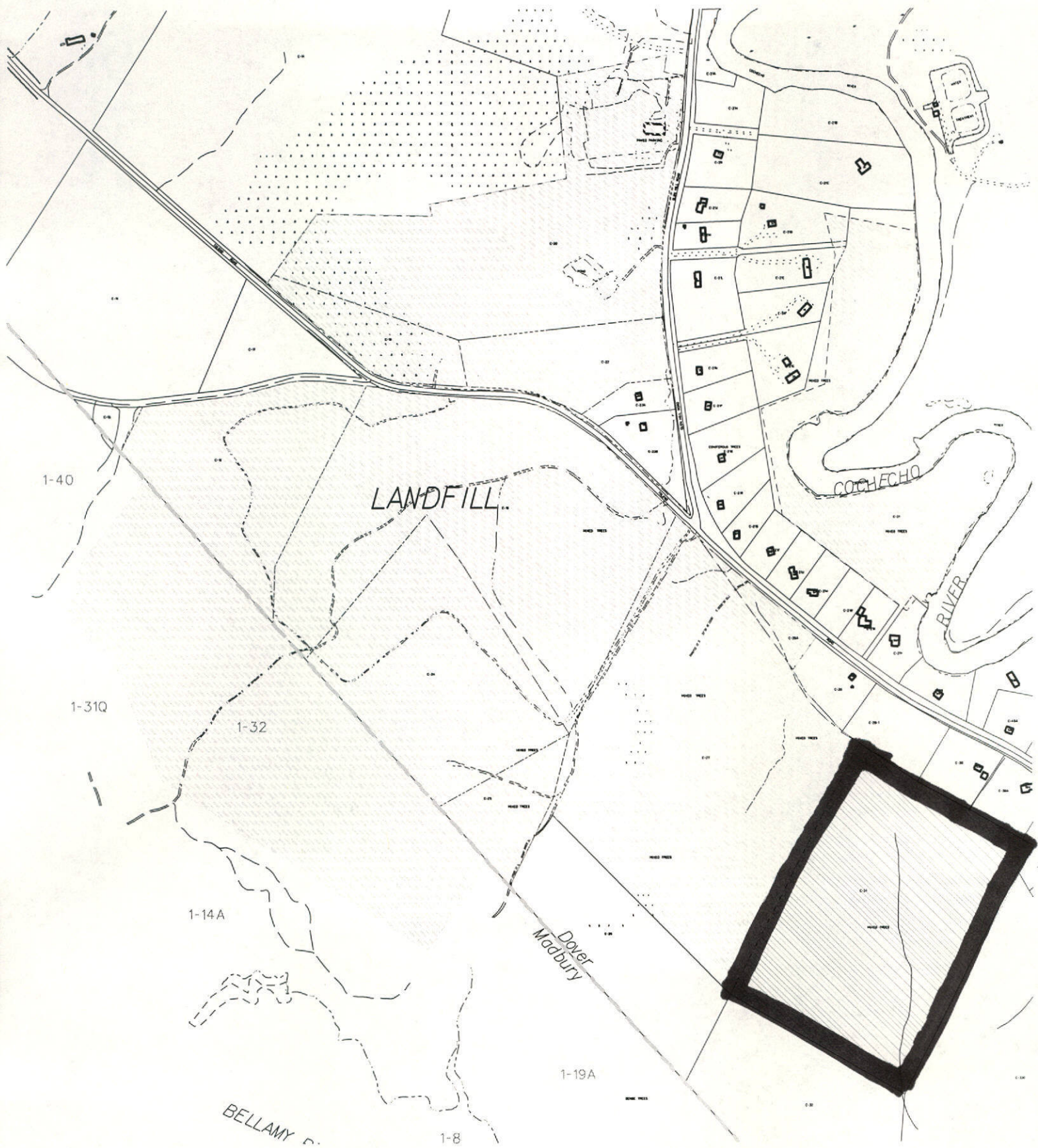
1. DECEDENT'S NAME (First, Middle, Last) Amelia Coen			2. SEX Female		3. DATE OF DEATH (Month, Day, Year) November 19, 2009	
4. SOCIAL SECURITY NUMBER 215 46 9837		5a. AGE Last Birthday (Years) 83	5b. UNDER 1 YEAR (Months) (Days)	5c. UNDER 1 DAY (Hours) (Minutes)	6. DATE OF BIRTH (Month, Day, Year) May 29, 1926	
7. BIRTHPLACE (City/State or Foreign Country) New York New York		8. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
9a. PLACE OF DEATH (Check only one) <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA <input type="checkbox"/> Nursing Home <input type="checkbox"/> Residence <input type="checkbox"/> Other (Specify)		9b. FACILITY NAME (If not institution, give street and number) St. Joseph Hospital				
9c. CITY, TOWN, OR LOCATION OF DEATH Lexington			9d. COUNTY OF DEATH Fayette			
10. MARITAL STATUS Widowed		11. SURVIVING SPOUSE (If wife, give maiden name)		12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.) Homemaker		
12b. KIND OF BUSINESS/INDUSTRY Own Home		13a. RESIDENCE - State Kentucky		13b. COUNTY Fayette		
13c. CITY, TOWN, OR LOCATION Lexington		13d. STREET AND NUMBER 2200 Furlani Ct.		14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify Yes or No - If yes, specify Cuban, Mexican, Puerto Rican, etc.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
15. RACE - American Indian, Black, White, etc. (Specify) White		16. DECEDENT'S EDUCATION (Specify only highest grade completed) 12		17. FATHER'S NAME (First, Middle, Last) David Mickaluck		
18. MOTHER'S NAME (First, Middle, Maiden Surname) Margaret Sponar		19a. INFORMANT'S NAME Eileen Coen		19b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 2200 Furlani Ct. Lexington, KY 40513		
20a. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Pine Grove Cemetery		20c. LOCATION (City, Town, or State) Salem, NH		
21. SIGNATURE OF FUNERAL SERVICE LICENSEE (Or person acting as such) Kerr Bros. by: Kathy Oakes		DATE SIGNED (Month, Day, Year) 11-24-09		22. NAME AND ADDRESS OF FACILITY Kerr Bros. - Harrodsburg Rd. 3421 Harrodsburg Road Lexington, Kentucky 40513		
23a. To the best of my knowledge, death occurred at the time, date, place and due to the causes stated Signature and Title Suzanne M.D. #		23b. DATE SIGNED (Month, Day, Year) 12/10/09		24. NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (ITEM 25) Suzanne Liddle MD, 1401 Harrodsburg Rd, A-100, Lexington, KY. 40504		
25. TIME OF DEATH 22:30		26. DATE PRONOUNCED DEAD (Month, Day, Year) November 19, 2009		27. WAS CASE REFERRED TO MEDICAL EXAMINER/CORONER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
28. PART I: Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock or heart failure. List only one cause on each line. NOTE: Kentucky data indicate that diabetes is likely underreported on death certificates. If known, document diabetes as a "cause of" or "contributing cause of" death as appropriate in Parts I and II. IMMEDIATE CAUSE (Final disease or condition resulting in death) a. Sepsis DUE TO (OR AS A CONSEQUENCE OF)		Approximate interval between onset and death. 1 day		28a. If female, was there a pregnancy in the past 12 months? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b. breast cancer DUE TO (OR AS A CONSEQUENCE OF)		5 years		28b. Was an autopsy performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. _____ DUE TO (OR AS A CONSEQUENCE OF)				28c. Were autopsy findings available prior to completion of cause of death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. _____ DUE TO (OR AS A CONSEQUENCE OF)						
e. _____ DUE TO (OR AS A CONSEQUENCE OF)						
PART II: Other significant conditions contributed to death but not resulting in the underlying cause given in Part I. ovarian cancer		29. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be Determined		30a. DATE OF INJURY (Month, Day, Year)		
		30b. TIME OF INJURY		30c. INJURY AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO		
		30d. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)		30e. DESCRIBE HOW INJURY OCCURRED		
		30f. LOCATION (Street and Number or Rural Route Number, City or Town)		31. REGISTRAR'S SIGNATURE Paul F. Royce		
				32. DATE FILED (Month, Day, Year) DEC 23 2009		

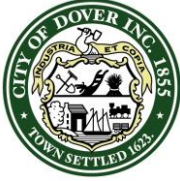


THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

I, Paul F. Royce, Registrar of Vital Statistics, hereby certify this to be a true and correct copy of the certificate of birth, death, marriage or divorce of the person therein named, and that the original certificate is registered under the file number shown. In testimony thereof I have hereunto subscribed my name and caused the official seal of the Office of Vital Statistics to be affixed at Frankfort, Kentucky this 23 day of December, 2009 AMG

Paul F. Royce
State Registrar





CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R - 2014.11.12 – 128**

Resolution Re: Health Trust Rebates Placed into City OPEB Trust Fund

WHEREAS: The City is a participating member of Health Trust for the purpose of providing health and dental insurance benefits to eligible city employees; and

WHEREAS: Health Trust, per the NH Bureau of Securities Regulation (NH BSR) regulatory proceedings, is required to rebate a certain amount of annual risk pool surplus to municipalities participating in the Health Trust risk pool; and

WHEREAS: The City of Dover has an actuarial determined Other Post Employment Benefits (OPEB) liability of approximately \$45.4 million that will need to be funded; and

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

All Health Trust risk pool surplus rebates will be placed in the City's OPEB Trust Fund to offset the liability and reduce current and future budget impacts

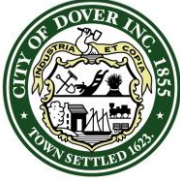
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Councilor Catherine Cheney
Ward 5

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.6.

Resolution Number: **R - 2014.11.12 – 128**

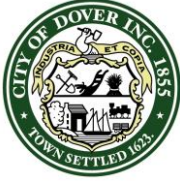
Resolution Re: Health Trust Rebates Placed into City OPEB Trust Fund

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.6.

Resolution Number: **R - 2014.11.12 – 128**

Resolution Re: Health Trust Rebates Placed into City OPEB Trust Fund

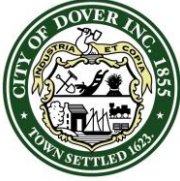
RESOLUTION BACKGROUND MATERIAL:

In accordance with City Council adopted financial policy #2, the City shall establish a dedicated fund and maintain sufficient annual contributions to offset the liability associated with OPEB obligations.

On August 14, 2013, the City Council approved the creation of an OPEB Irrevocable Trust Fund to pre-fund the City's actuarial determined OPEB liability of \$45.4 million. On an annual basis the City's Annual Required Contribution (ARC) to fund the OPEB liability is determined to be \$3.9 million.

Prior to FY2011 the City operated under a "pay-as-you-go" funding mechanism; paying approximately \$1.3 million per year in insurance premiums for retirees. Since FY2011 the City has budgeted an incremental amount of funding through the operating budget to be transferred into the OPEB Trust. This additional funding is an attempt to pre-fund the City's OPEB liability while still making annual "pay-as-you-go" insurance premium payments for eligible retirees. The City's FY2015 "pay-as-you-go" amount is projected as \$1.56 million.

The purpose of this resolution is to direct the Health Trust rebates into the OPEB Trust to further pre-fund the City's OPEB obligations in an effort to reduce current and future budget impacts related to retirees' insurance premium costs.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R - 2014.11.12 – 129**

Resolution Re: Maintain Regular Contributions to City Employee Benefits Reserve

WHEREAS: The City is a participating member of Health Trust for the purpose of providing health and dental insurance benefits to eligible City employees and Health Trust provides the City with an annual Guaranteed Maximum Rate (GMR) premium for health and dental plans to assist with budgeting insurance premium costs in the City's annual operating budget; and

WHEREAS: There have been years when the actual insurance plans' premium rates finalized by Health Trust are less than the budgeted GMR plan premium rates; and

WHEREAS: The City Council adopted financial policy #4 recommending to establish and maintain regular contributions into a health insurance stabilization fund to be used to offset fluctuations in actual benefit premium expenses from year to year; and

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

In accordance with RSA 34:1-a, a Health Insurance Stabilization Reserve is hereby created. The difference between the GMR budgeted insurance plans' premiums and the finalized actual insurance plans' premiums will be budgeted and transferred into the Health Insurance Stabilization Reserve to be utilized for future insurance premium costs.

AND FURTHER BE IT RESOLVED THAT:

In accordance with RSA 34:10, the City Manager is designated as the agent of the City to carry out the approved purposes of the reserve fund. The utilization of this reserve fund is limited so as not to withdraw an amount in any given year greater than 25% of its balance.

In accordance with RSA 34:2 a public hearing must be held on this resolution prior to vote of the City Council.

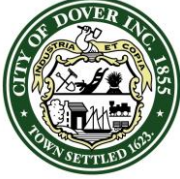
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Councilor Catherine Cheney
Ward 5

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R - 2014.11.12 – 129**

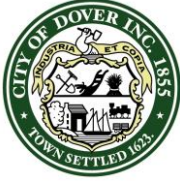
Resolution Re: Maintain Regular Contributions to City Employee Benefits Reserve

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.7.

Resolution Number: **R - 2014.11.12 – 129**

Resolution Re: Maintain Regular Contributions to City Employee Benefits Reserve

RESOLUTION BACKGROUND MATERIAL:

In accordance with City Council adopted financial policy #4, the City shall establish and maintain regular contributions into a health insurance stabilization fund to be used to offset fluctuations in actual benefit premium expenses from year to year and the budget impact of those fluctuations.

This resolution, per RSA 34:1-a, authorizes the establishment of a Health Insurance Stabilization Reserve Fund. The resolution designates the City Manager as agent to carry out the purpose of the reserve.

The City is a participating member of Health Trust for the purpose of providing health and dental insurance benefits to eligible City employees. Each year Health Trust provides the City with an annual Guaranteed Maximum Rate (GMR) premium for health and dental plans to assist the City with budgeting insurance premium costs in the annual operating budget. There have been years when the actual insurance plans' premium rates finalized by Health Trust are less than the budgeted GMR plan premium rates.

This resolution seeks to budget the difference between Health Trust finalized actual plans' premium rates and the GMR, and transfer this funding into the Health Insurance Stabilization Reserve.

To: Council Members
From: Tony McManus

I want to let you know that it's my intention---at our meeting on the 12th---to move to withdraw the proposed borrowing and expenditure of funds from the proposed CIP line items for the high school and the technical school. In the interim I hope we all take time to consider this and our options prior to any final vote. Although I fully support a request to improve and upgrade both schools I believe there are compelling reasons not to go forward on the approval at this time.

First of all, as a general proposition, 68 million dollars is a lot of money. We have to keep in mind that this is only the principal amount; we are looking at substantial millions more for debt service.

Second, and most important, we don't have the faintest idea of what we are voting on. To the best of my knowledge, there has been no needs assessment done, there are no plans, no drawings, no specs, no estimates. We won't even know for months whether the project will involve a new building or a rehabbing of the existing structure. If it's a new building we don't know where that will be located. There's reference to upgrading athletic fields, but we don't know what fields, what needs to be done, what the projected costs will be.

My involvement with government projects over the years tells me that if you let people know in advance how much money you intend to spend then the design, specs, bids, etc. will more likely than not meet or even exceed that figure. It's a good example of the tail wagging the dog.

I'm hoping we're able to learn from our recent experience with the police station/garage project. The city approved borrowing and spending over 19 million before we had any designs, any pre-construction costs, any construction estimates. We're at a point almost 5 months after approving the project and we still don't have any final architectural plan. And the reason for this? In order to stay within budget the architects have had to wait for the finalization of the preparation costs before they know how much will be left to complete the buildings. In other words we may end up with a scaled-down garage structure depending on what the up-front costs are.

I for one am not willing to follow this same procedure with the high school.

Other considerations:

(1) Do we know exactly how big a school population we will be serving? What guarantees do we have from Barrington and Nottingham that they will continue to provide us with adequate tuition over the next 5-10-15 years? Building a school to house 1800 students is a lot different from building a school for 1500. I'm not sure we have sufficient information at this time to make that determination.

(2) There's a proposal to install astro-turf on some of the fields. In addition to the rather pricey cost of installation and maintenance there is a real issue-----that I've not heard discussed---that the use of astro-turf increases the frequency of sports injuries.

(3) As to the tech center, I don't know where the 18 million figure came from. I've been told it was based on a per square foot cost for a certain sized addition, but as far as I know to date there is no needs assessment, no plans, no estimates, or any breakdown of costs for building improvement vis-à-vis equipment upgrade and replacement. How can we possibly vote to borrow and spend that much money on so little information? I also have concerns about the financing of this project should the legislature not approve the balance of the projected state funding in the next biennium.

(4) I agree completely that we have to provide a safe building with adequate heat, ventilation, and proper space for instruction and extra-curricular activities. But I think we all need to keep in mind, as a general proposition, that every penny that goes into bricks and mortar is money that is no longer available for what I think is the heart of education---that we have well trained and well paid teachers and staff, current educational materials, and adequate supplies.

I don't believe there is much to be lost, but a lot to be gained, by postponing the vote on these two items until we have in hand a lot more detailed information and an opportunity for debate and public discussion of exactly what is needed to best serve our students and our educational system, and the taxpayers, and decide how much we are willing to spend----with a clear picture of what the final product will be---in order to meet these goals.