

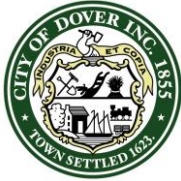
CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 10, 2015**
Meeting Time: **7:00 pm**

- 1. CALL TO ORDER**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL ATTENDANCE**
- 5. PROCLAMATIONS/AWARDS**
- 6. APPROVAL OF AGENDA**
- 7. PUBLIC HEARINGS**
 - A. AMENDMENT TO THE FISCAL YEAR 2016 FEE SCHEDULE
(REQUIRES OF 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
SPONSORED BY MAYOR WESTON BY REQUEST**
 - B. FISCAL YEAR 2015 SCHOOL ADDITIONAL APPROPRIATION BUDGET AMENDMENT
#2 – CHANGE IN NON-PROPERTY TAX REVENUE ESTIMATES
(REQUIRES OF 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 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. May 27, 2015 – Regular Meeting**
- 11. MAYOR'S REPORT**
- 12. UNFINISHED BUSINESS**
 - A. ORDINANCES IN THE 2nd READING**
 - B. ORDINANCES IN THE 3RD READING**



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 10, 2015**
Meeting Time: **7:00 pm**

C. RESOLUTIONS

- 1. AMENDMENT TO MERIT PLAN AND CLASSIFICATION PLAN
(TO BE REMOVED FROM THE TABLE)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 2. AMENDMENT TO THE FISCAL YEAR 2016 FEE SCHEDULE
(REQUIRES OF 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 3. FISCAL YEAR 2015 SCHOOL ADDITIONAL APPROPRIATION BUDGET
AMENDMENT #2 – CHANGE IN NON-PROPERTY TAX REVENUE ESTIMATES
(REQUIRES OF 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
SPONSORED BY MAYOR WESTON BY REQUEST**

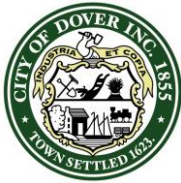
13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. RAFFLE – American Legion Post 8 Baseball**
- 2. B15046 CONSULTING SERVICES PAVEMENT CONDITIONS ASSESSMENT AND
ASSET MAPPING
SPONSORED BY MAYOR WESTON BY REQUEST**
- 3. B15053 CONSULTING SERVICES FOR TRANSPORTATION CHAPTER OF
MASTER PLAN
SPONSORED BY MAYOR WESTON BY REQUEST**
- 4. B15055 VIDEO SURVEILLANCE SYSTEM FOR THREE WATER TREATMENT
PLANTS
SPONSORED BY MAYOR WESTON BY REQUEST**
- 5. DOG WARRANT
SPONSORED BY MAYOR WESTON BY REQUEST**

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 | 15. Dover Main Street |
| 8. Transportation Advisory Commission | |



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Meeting Time: **7:00 pm**

B. RESOLUTIONS

- 1. HEALTHTRUST MEMBERSHIP AGREEMENT**
SPONSORED BY MAYOR WESTION BY REQUEST
- 2. COLLECTIVE BARGAINING AGREEMENT DOVER POLICE ADMINISTRATORS ASSOCIATION**
SPONSORED BY MAYOR WESTION BY REQUEST0
- 3. B15021 DOVER LED INDOOR POOL LIGHTING UPGRADE (B15021) AND AUTHORIZATION FOR FINANCING**
(REQUIRES OF 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON JUNE 24, 2015.)
SPONSORED BY MAYOR WESTION BY REQUEST
- 4. IMPLEMENTING THE PROVISIONS OF RSA 79-E RELATIVE TO THE COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE PROGRAM**
(TO BE REFERRED TO A PUBLIC HEARING ON JUNE 24, 2015.)
SPONSORED BY MAYOR WESTON BY REQUEST

C. ORDINANCES IN 1ST READING

- 14. COUNCIL CORRESPONDENCE**
- 15. COUNCIL MATTERS OF INTEREST**
- 16. ADJOURNMENT**

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THE CITY MANAGER'S REPORT

June 10, 2015

Month Reporting on: May 2015

*"Success is not final, failure is not fatal;
it is the courage to continue that counts."*

Winston Churchill

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

- Dover, NH – Retiree Benefits Information 2009-2014
- Houston, TX – Tax roll and sales request 2012-2015
- Dover, NH – Tolend Rd CO#7
- Dover, NH – Surveillance videotapes
- Rochester, NH – 4 requests for Agenda Materials for meetings between 05.13.2015 and 06.11.2015

Assistance to City Departments and/or Offices

City Council: Drafting/review of resolutions and ordinances; Charter amendments

City Manager: Review of documents for signature, 91-A requests; resolutions; Charter amendment question

Community Services: Tree work at landowner's request; Curbside weeding control spraying; Gravel Pit Agreement; Tolend Road

Finance: Liens, Discharges, bankruptcies; Subpoena; New vendor

Police: Eversource Utility relocation on Chestnut Street; Sexual Offender Regulations

Cemetery Board: Fee Schedule change

Planning: Farming license; ZBA Helicopter; Notice of Restriction; ZBA Adoption of Operating Rules

School District: Resolutions

Recreation: License agreement; McConnell Center Windows

Assistance to Cemetery Board: Board duties and 91-A

Litigation:

Kelley's Row, et al v. First Street at Garrison et al – continued monitoring of case including filing of cross-claims against City by First Street at Garrison, LLC, Riparia First Street, LLC, and Destephano & Associates, Inc.

Filing of collection case regarding unpaid water/sewer bills at 11 Falcon Drive.

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	20	256	251	302
Document Creation/Review	16	157	175	145
Right to Know Requests Processed	7	97	78	43
Resolutions	7	48	48	31
Ordinances	0	21	14	14

Economic Development

by Dan Barufaldi

Summary: Business activity continues to expand, although contacts are not quite as positive as last month. While improvements in the weather are having a positive effect on local retail and restaurant establishments, an overall minor slowing in the economy is causing some concerns regarding big ticket durable goods sales. New cars and appliances are being discounted in Memorial Day sales. A recent moderate but consistent increase in local gasoline prices is taking a slice of disposable income causing some flattening of discretionary purchases. That notwithstanding, retail, manufacturing and selected business services firms report revenue increases year over year. Retail and manufacturing increases are modest, while consulting and advertising sectors increases are more substantial. Commercial real estate leasing remains strong, but new build costs still are a barrier in many cases. While recent residential sales at year-end were strong, inventory shortages and rising prices have attenuated sales in this category for the past three months. The lack of specific skill sets in the labor force have also reduced hiring through staffing firms. No major changes in the local labor force have been seen in April. The current Dover unemployment rate is 3.2%. Pricing remains stable. While a few local restaurants have experienced difficulties due to the influx of competition and the competitive bar being raised, some restaurant turnover usually accompanies growth in the sector. Generally all major sectors of the Dover economy are doing better than last year and our downtown merchants indicate they have benefitted greatly due to the City's downtown marketing

campaign during the ongoing construction and throughout holiday period and the post holiday slow period. This measurably successful marketing program has continued through April 26th

Selected Business Services:

Demand for consulting and advertising is up strongly over last year at this time. Software and IT services providers report strong demand through Q1 and some local firms in this sector have added headcount significantly. Year-over-year growth for a few local firms in this sector have sales up 15% in the last quarter. Services to the healthcare sector have recently declined as subsidies for recordkeeping and retrieval modernization have run out. Wages, while up significantly in critical skill areas, remain just above inflation 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 situation effect on the European economies continues to produce a prevailing air of caution in this and several other sectors with real local economic effect. The Russian ruble has lost over 40% against the US dollar and the Russian economy is projecting a recession in 2015. Local walk-in healthcare centers are hiring strongly as these in demand skill sets become available.

Commercial Real Estate:

Commercial real estate sales activity was unchanged over the month regionally with sustained strength in the Boston and Portland markets. Demand locally has remained positive with several local multifamily investment projects coming to fruition. Land sales continue to have momentum locally. Investment demand for commercial real estate remains strong. Leasing fundamentals maintained a moderate 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 lease properties across the Seacoast, sourced from private equity firms, pension funds, foreign investors, REITS and high net worth individuals. The projected end of “quantitative easing” over time was beginning to trigger a gradual rise in interest rates. The latest expectation of the Fed will extend the current interest rate through year end. 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 unit sales of both single family homes and condominiums declined slightly year-over-year but price increases evened the dollar sales figures for the period. Sales and prices are increasing in the short term. Scarce inventory is having some effect in the NH decline in this category, as was the severe weather. A recent conversation with a motivated home buyer in Dover indicated that despite offering up to \$20,000 above the list price, they lost out to buyers offering more. Condo sales in moderate decline for several quarters have begun to improve. Median sale prices in NH and in Dover increased again in the period. Pending sales suggest the market for single family houses and condos are off to a good start in 2015 while slowing recently in the short term due to lack of

inventory. While Dover sales look good going forward, it is clear that winter weather and inventory constraints in Q3 and Q4 depressed near-term sales. Sale prices and rental rates in Dover that continued to rise over the last year and had begun to flatten somewhat are now on the rise again.

Manufacturing & Related

Services: Manufacturers are now reporting some modest sustained strength in sales and improved year over year profits. A few local manufacturers are reporting lower sales than the same period a year ago due to a fall off in export sales and the West Coast Port closings just recently settled. 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 although the Chinese economy has slowed somewhat. The recent upheaval in Iraq and Syria, Ukraine and Russia and the effects it will cause in world-wide markets and economies is a growing uncertainty and concern. Crude oil at the moment has rallied from \$40 to \$55. The Chinese housing bubble and economic slowdown are often mentioned but appear to be somewhat managed by government intervention so far. Automotive car, truck and parts suppliers have been doing well through the model changeover period and beyond.

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 with two of the

buildings about to be sold or leased. 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 increased slightly. 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 4.0% to up by 7.0% year-over-year. The City's Downtown Marketing Project is being credited for sustaining retail sales above expected rates in this traditionally slow period exacerbated by unusually cold snow filled weather. Lower oil related energy costs, at the time , contributed to higher retail spending, but the recent uptick in gasoline prices has reduced disposable income and is limiting retail and tourism revenues in the short term.. Sales of household items and home improvement goods are selling well. Apparel sales are off slightly. Prices are up slightly (2-3%) despite advertised sales. Inventories appear well controlled and diminishing. Hotel revenues continue at an improved rate according to the latest contacts with the major hospitality groups. Regional restaurants activity is mixed with some doing exceedingly well and a few struggling with outmoded business models and older facilities in the face of new more competitive arrivals. Local museum attendance has improved although the stormy weather has restricted easy access until recently. Local hotels are projecting a 7% revenue increase for 2015 over 2014, largely through increased room rates. Business from new work crews at the Pease Airport for KC46 tanker fleet hangars and support facilities as well as crews from the shipyard for submarine rehab coupled with 42 Bus Tours scheduled in this year have enhanced local hotel occupancies for the last several months

and are expected to continue over the next years.

Staffing Services: Business conditions in this industry sector have declined in the last two months with the exception of the healthcare sector. Year-over-year growth is still expected 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 of 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 and beyond.

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

Total Permits Issued: May 2015

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
14-396	PERREAUTL, III	78A	PORTLAND AVENUE	RENO. SPACE FOR RETAIL USE	C	24	70	5000	75
15-069	CITY OF DOVER	46	CHESTNUT STREET	CONST. POLICE STATION & PUBLIC PRK	C	2	83	19400000	0
15-082	DOUBLE DIAMOND HOLDINGS	273	LOCUST STREET	INT. OFFICE RENO./TENANT FIT-OUT 2N	C	15	21-22	552000	5535
15-106	O'MALLEY	7	BROADWAY	RENOV. REAR SECTION OF BLDG.	C	3	57	40000	425
15-108	WASHINGTON STREET MILLS,	1	WASHINGTON STREET	STE 459, INT. RENO. OF AN OFFICE	C	24-1		8000	105
15-109	WASHINGTON STREET MILLS,	1	WASHINGTON STREET	STE 1020, RENO. FOR A COMM. PREP KT	C	24-1		19000	215
15-110	WASHINGTON STREET MILLS,	2	WASHINGTON STREET	INT. OFFICE RENO., SUITE 102	C	24-1		3000	55
15-132	DOVER HOUSING AUTHORITY	40	HAMPSHIRE CIRCLE	CONST. A REAR 1 STORY CLSSRM ADD.	C	33	2	175000	0
15-138	COCHECO MILLS HOLDINGS,	53	WASHINGTON STREET	STE 300, INT. OFFICE RENOVATIONS	C	2	37	20000	225
15-155	WENTWORTH DOUGLAS HOSP	789	CENTRAL AVENUE	2ND FLR RENO. FOR TRANSFUION ARE	C	37	1	20000	225
15-172	STRAFFORD COUNTY COMMI	272	COUNTY FARM ROAD	REPAIR ROOF TRUSSES (RIVERSIDE AN	C	C	4	3000	55
15-022	THE STORAGE BARN, LLC	385	SIXTH STREET	CONST. 3 SELF-STORAGE BLDGS.	I	D	16	282000	2845
15-141	TURBOCAM, INC.	5	FARADAY DRIVE	INSTALL A CONCRETE GENERATOR PA	I	G	1E	5000	75
14-480	WYETH	7	ROOSEVELT AVENUE	CONVERT A SFD TO A TWO-FAMILY DW	R	37	44	130000	1325
15-002	LATCHAW	1	CRESCENT AVENUE	PARTIAL BASEMENT FINISH	R	37	39H	10000	125
15-003	JNM REALTY	11	HARVEST DRIVE	RENO. ATT. GRGE TO ADD. DWLING UNI	R	K	22-11	75000	775
15-024	SARNIA PROPERTIES, INC.	340	CENTRAL AVENUE	CONVERT 2 OFFICES TO DWELLING UNI	R	2	40	60000	625
15-064	ALLIE	8	HULL AVENUE	CONST./INSTALL A LAUNDRY ROOM	R	35	40	3000	55
15-070	CUSHING, LENNY	85	BELKNAP STREET	INT. REMODEL OF A FOUR UNIT APT. BL	R	12	122	110000	1125
15-093	GARABEDIAN	289	DOVER POINT ROAD	ACCESSORY DWELLING UNIT	R	L	48	0	50
15-101	HORAN	104	BELKNAP STREET	RENOV./REMODEL A BATHROOM	R	12	112A	8500	115
15-104	WESTIN	68	PISCATAQUA ROAD	REPAIR WATER DAMAGE	R	J	18B	70000	725

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
15-105	GOODMAN	27	HEMLOCK FOREST	INT. RENO. (RMV. & RPLC INSULATION)	R	I	16E-3	4000	65
15-111	DUBE	252	DOVER POINT ROAD	CONST. ADD.' BAY ONTO AN ATT. GAR	R	L	96-L	55000	575
15-114	MERONE	19	HARLANS WAY	REPLACE REAR DECK ADDITION	R	I	50-12	9000	115
15-116	SPEAR	28	FIELDSTONE DRIVE	FINISH 3RD FLR FOR ADDITIONAL LIVIN	R	A	39-29	22000	245
15-120	LOVELY	163	BACK RIVER ROAD	REPLACE WINDOWS	R	I	88A	24000	265
15-121	PACKARD	140	DOVER NECK ROAD	FINISH THE BASEMENT FOR ADD. LIVIN	R	M	95	8000	105
15-122	YOUNG	79	BOXWOOD LANE	INSTALL A STORAGE SHED	R	B	21-5	5000	75
15-124	HILL	142	FOURTH STREET	CONST. A SINGLE FAMILY DWELLING	R	32	15C	171500	1745
15-126	TOWLE-MCKENNEY	60	BACK RIVER ROAD	FRAMING ONLY - A DETACHED GARAG	R	I	67	57000	595
15-127	OAK BLUFF REALTY, LLC	17	FAIRWAY DRIVE	PERMIT RENEWAL - FEE PAID B14-21	R	N	14S	0	50
15-128	WOLCOTT	171	COLUMBUS AVENUE	CONST. A SFD W/ATT. GRGE & ADU	R	F	27A-1	330000	3325
15-130	FERNALD	523	TOLEND ROAD	REMOVE FRONT DECK AND CONST. A F	R	C	40B	10000	125
15-131	WILEY	41	DANIELLE LANE	INSTALL AN ABOVE GROUND POOL	R	I	47-21	6500	95
15-133	HOGINSKI	53	SPUR ROAD	CONST. A SFD WITH GARAGE UNDER	R	L	14N	203000	2055
15-134	LUNDBORN	5	GINA WAY	CONS. A SFD WITH ACCESSORY DWELL	R	G	12B	377500	3805
15-135	BOCHMAN	160	COLUMBUS AVENUE	RPLC. A REAR DECK ADDITION	R	G	30B-2	15000	175
15-142	MURRAY	55	MAPLE STREET	CONST FRONT SECTION OF ROOF	R	30	23	16000	185
15-143	BEAUDOIN	160	LITTLEWORTH ROAD	INT. RENOVATIONS (KITCHEN,LAUNDR	R	F	43-19	50000	525
15-145	MELLENCAMP	29	SANDY LANE	INSTALL A STORAGE SHED	R	A	52A	4000	65
15-146	PERRY	38	SUMMER STREET	CONST. 2 ONE STORY SIDE ADDITIONS	R	12	97	27600	305
15-147	SILVERIO	37	OAK STREET	CONST. A PORCH W/STAIRWAY ADDITI	R	27	264	1000	35
15-148	TOLEND ROAD PROPERTIES, L	30	SANDRAS RUN	CONST. A SFD W/ATT. GARAGE	R	G	24J-1	141000	1435
15-149	TOLEND ROAD PROPERTIES	1	MELODY TERRACE	CONST. A SFD WITH ATT. GARAGE	R	G	24J-1	141000	1435
15-150	VALENTINE	2	TUTTLE LANE	REPLACE WINDOWS & INT. RENOVATIO	R	M	68E	13000	155
15-152	CHADWICK	32	RIVERDALE AVENUE	INSTALL AN ABOVE GROUND POOL	R	I	74B	0	85

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
15-153	SHEVENELL	166	HENRY LAW AVENUE	RENO./RMDL THE REAR DECK (DECKIN	R	K	2-C	5000	75
15-154	KYLE LEACH	19	NEW YORK STREET	REPLACEMENT WINDOWS 2ND FLR APT	R	4	67	5000	75
15-162	MATHIEN	12	PICARD LANE	CONST. A STORAGE SHED	R	A-1	5-0	4000	65
15-163	WHITNEY	15	NUTE ROAD	CONST. A REAR DECK ADDITION	R	L	8	13000	155
15-166	PICKERING	4	RIVERSIDE DRIVE	INSTALL AN ABOVE GROUND SWIMMIN	R	L	92G	5800	85
15-168	SALOME	132	DOVER POINT ROAD	REPLACE A DETACHED GARAGE	R	M-6	A	16000	185
15-173	MICHAUD	69	OLD DOVER POINT ROAD	FINISH 2ND FLOOR (BEDRM'S & BATHR	R	M	12	27000	295
15-182	PELLETIER	277	WASHINGTON STREET	FINISH INT. OF ACCESSORY BLDG	R	10	23	12000	145
15-186	MIFTARI	15	WEDGEWOOD ROAD	FINISH BASEMENT FOR ATT. LIVING AR	R	36	21T	12000	145
15-188	EVANS	3	AUTUMN STREET	FINISH INT. OF ATT. GARAGE FOR ADD.	R	34	17A	14000	165

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
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Total Permits Issued: 57

Total Construction Value: \$22,803,400.00

Total Fees Collected: \$33,785.00

Type of Permits Issued		Certificate of Occupancy's	
Commercial	2	Change of Use	1
Commercial Renovations	10	Commercial	1
Convert 1 to 2 Fmly Dwlg	1	Convert 1 to 2 Fmly Dwlg	0
Two Family Dwelling	0	Two Family Dwelling	0
Multi-Family Dwelling Units	0	Industrial	0
Industrial	1	Renovations	1
Industrial Renovations	1	Manufactured Dwlg	0
Manufactured Dwelling	0	Multi-Family Dwelling Units	0
Single Family Dwelling	9	Single Family Dwellings	8
Renovations Dwelling Unit	35	Accessory Dwelling Unit	1
Demo. of a Dwelling Unit	0		
Accessory Dwelling Unit	2		
Total			12

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:														
Yacht Club	Portland Ave	A	19	9	10	12/23/2014	10/14/2014	Site	P14-45	24	104	12/23/2019	H	2.09
Bradley Commons	Central Ave	A	47	0	47		9/23/2014	Site	P14-34	27	2/3		H	5.17
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
Lilac Gardens	Lilac Ln	A	120	120	0	9/27/2005	9/27/2005	Site	P04-04	H	35C	9/27/2009	W	13.2
Total: Multi-family			432	281	151									50.52
Subdivisions:														
Kelly Brook Meadows	Old Stage Road	H	9	5	4	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	9/17/2014	12/17/2013		P13-49	L	89-1	9/17/2019	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	10	10	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	7	0	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	12	4	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	4	5	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	9	1	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	49	23	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	27	5	6/6/2005	5/10/2005	6/7/2005	P04-42	B	21	6/6/2009	H	11.84
Emerald Woods I & II	Emerald Ln	H	25	21	4	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			305	211	94									112.85
TOTAL APPROVED UNITS			737	492	245									163
Elderly:														
Pointe Place	Pointe Place	H	33	0	33		11/19/2014		P14-77	K	19		G	
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	41	27	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W	
Total: Elderly			158	96	67									
APPROVED + ELDERLY			895	588	312									163

City of Dover
Bid Solicitation Report
For May 2015

6/1/2015

Department Bid Number	Bid Date	Bid Due	Description	PO Notes
Community Services B15067	05/04/2015	05/19/2015	Sale of City Property - Cars and Steam Kettle	
Fire and Rescue B150149B	05/13/2015	06/02/2015	Fire and Rescue One Ton Pick Up Truck	
Community Services B15061	05/20/2015	06/04/2015	Crack Sealing Services	
Community Services B15063	05/20/2015	06/10/2015	Catch Basin Cleaning Services	

City of Dover
Bid Solicitation Report
For May 2015

6/1/2015

Department	Bid Date	Bid Due	Description	PO Notes
Bid Number				

PO Report
05/31/2015

DAC	PO Date	PO No.	Vendor Name	Amount
Community Services Department	5/12/2015	201510706	DOVER HIGH SCHOOL WOODWORKING	\$5,000.00
Executive	5/13/2015	201510758	MICHAEL C. RYAN, ESQ.	\$5,002.50
Executive	5/20/2015	201510997	SOUTHERN COMPUTER WAREHOUSE	\$5,113.05
Recreation	5/5/2015	201510406	CITY OF DOVER-WATER~SEWER DEPT.	\$5,512.76
Community Services Department	5/28/2015	201511164	LAWNMARK, LLC.	\$5,895.00
Fire and Rescue	5/12/2015	201510710	BLUE SKY, INC.	\$6,000.00
Public Library	5/19/2015	201510852	MIDWEST TAPE, LLC	\$6,000.00
Police	5/13/2015	201510773	STATE OF NH-DOT	\$6,194.31
Community Services Department	5/19/2015	201510887	ATLANTIC RECYCLING EQUIPMENT, LLC	\$7,821.47
Recreation	5/4/2015	201510295	HOGAN FLOORING, LLC.	\$8,745.72
Executive	5/28/2015	201511163	SHI INTERNATIONAL CORP	\$8,801.30
Community Services Department	5/12/2015	201510705	STATE OF NH-DOT	\$8,822.64
City Finance Office	5/12/2015	201510696	BAYRING COMMUNICATIONS	\$9,325.61
Community Services Department	5/12/2015	201510708	HALL & ASSOCIATES, PLLC	\$13,640.67
City Finance Office	5/20/2015	201510983	STANDARD & POORS FINANCIAL SERVICES, LLC	\$14,875.00
City Finance Office	5/26/2015	201511014	PFM ASSET MANAGEMENT, LLC.	\$20,000.00
Community Services Department	5/4/2015	201510297	GROUND GUYS, LLC., (THE)	\$21,950.00
Recreation	5/4/2015	201510294	FOX TOURS	\$22,895.00
Executive	5/12/2015	201510702	SHEEHAN, PHINNEY, BASS & GREEN	\$32,522.93
Community Services Department	5/11/2015	201510561	HI-WAY SAFETY SYSTEMS, INC	\$35,640.00
Community Services Department	5/28/2015	201511170	MAHER CORPORATION	\$50,000.00
Community Services Department	5/11/2015	201510562	HI-WAY SAFETY SYSTEMS, INC	\$56,250.00
Community Services Department	5/11/2015	201510560	VIKING ROOFING, INC.	\$190,000.00

City of Dover
Parking Garage:

As of May 31, 2015

DATE	DESCRIPTION	AMOUNT PAID	INVOICE # VENDOR NAME
Approved Budget	\$ 11,600,000.00		
4/17/2014	Phase IIA Basic Architectural & Engineering	\$46,400.00	5590 LAVALLEE BRENSINGER ARCHITECTS
4/17/2014	Appraisal - 125 Washignton St	\$2,750.00	3/27/2014 HORIZON ASSOCIATES
5/1/2014	Orchard St Geotechnical and Phase II ESA PARKING GARAGE	\$2,096.28	45931 RANSOM ENVIRONMENTAL CONSULTANTS, INC.
5/1/2014	Chestnut St/Orchard St Utility Relocation	\$119,082.00	9S420130 PUBLIC SERVICE OF N.H.
5/15/2014	Chestnut St /Orchard St Utility Relocation	\$64,380.76	Z2014-0442 FAIRPOINT COMMUNICATIONS, INC.
5/22/2014	Standard Traffic Impact Assessment for Orchard St	\$3,100.00	2 CIVILWORKS, INC
6/5/2014	Orchard St Geotechnical and Phase II ESA PARKING GARAGE	\$2,492.50	46250 RANSOM ENVIRONMENTAL CONSULTANTS, INC.
6/12/2014	parking garage architectural and Engineering svcs	\$77,595.00	6009 LAVALLEE BRENSINGER ARCHITECTS
6/19/2014	Orchard St Geotechnical and Phase II ESA PARKING GARAGE	\$2,411.25	46251 RANSOM ENVIRONMENTAL CONSULTANTS, INC.
6/19/2014	Orchard St Geotechnical and Phase II ESA PARKING GARAGE	\$4,879.97	46252 RANSOM ENVIRONMENTAL CONSULTANTS, INC.
6/26/2014	Orchard St Assess Soils for Arsenic, reporting and	\$3,278.09	46446 RANSOM ENVIRONMENTAL CONSULTANTS, INC.
6/30/2014	Orchard St Cone penetrometer testing, surface seis	\$13,000.00	46527 RANSOM ENVIRONMENTAL CONSULTANTS, INC.
6/30/2014	parking garage architectural and Engineering svcs	\$103,460.00	6121 LAVALLEE BRENSINGER ARCHITECTS
8/14/2014	preconstruction services for Dover Parking Garage	\$3,409.00	14-030-1 HARVEY CONSTRUCTION CORPORATION
8/28/2014	Orchard St groundwater quality, NHDES meetings & p	\$5,790.00	46100 RANSOM ENVIRONMENTAL CONSULTANTS, INC.
8/28/2014	Orchard St Assess Soils for Arsenic, reporting and	\$1,588.07	46100 RANSOM ENVIRONMENTAL CONSULTANTS, INC.
8/28/2014	ORCHARD ST additional monitoring well installation	\$1,640.00	46100 RANSOM ENVIRONMENTAL CONSULTANTS, INC.
9/25/2014	Orchard St Assess Soils for Arsenic, reporting and	\$1,008.84	46889 RANSOM ENVIRONMENTAL CONSULTANTS, INC.
9/25/2014	sampling for quality of Antimony and reporting Orc	\$1,945.00	46889 RANSOM ENVIRONMENTAL CONSULTANTS, INC.
10/16/2014	parking garage architectural and Engineering svcs	\$71,128.75	6995 LAVALLEE BRENSINGER ARCHITECTS
10/16/2014	Additional Civil & Architectural svcs parking garag	\$6,466.25	7028 LAVALLEE BRENSINGER ARCHITECTS
10/30/2014	preconstruction services for Dover Parking Garage	\$3,681.28	14-041 HARVEY CONSTRUCTION CORPORATION
10/30/2014	site work for Parking Garage per bid	\$162,234.82	14-041 HARVEY CONSTRUCTION CORPORATION
11/26/2014	site work for Parking Garage per bid	\$216,227.47	14-043 HARVEY CONSTRUCTION CORPORATION
11/26/2014	parking garage architectural and Engineering svcs	\$69,835.50	7089 LAVALLEE BRENSINGER ARCHITECTS
11/26/2014	Additional Civil & Architectural svcs parking garage	\$26,236.00	7089 LAVALLEE BRENSINGER ARCHITECTS
12/24/2014	site work for Parking Garage per bid	\$543,560.84	14-048 HARVEY CONSTRUCTION CORPORATION
12/24/2014	Project Engineer and Soil Tests	\$1,310.00	14100139-03 JOHN TURNER CONSULTING INC
1/8/2015	Addl Work Prepare & Submit new subdivision lot lin	\$2,390.00	14-2052 MCENEANEY SURVEY ASSOC., INC.
1/29/2015	parking garage architectural and Engineering svcs	\$17,091.48	7142 LAVALLEE BRENSINGER ARCHITECTS
1/29/2015	c/o 18 Geotech Eng & Phase II esa services Orchard	\$5,477.50	47567 RANSOM ENVIRONMENTAL CONSULTANTS, INC.
2/5/2015	parking garage architectural and Engineering svcs	\$74,491.20	7189 LAVALLEE BRENSINGER ARCHITECTS
2/12/2015	preconstruction services for Dover Parking Garage	\$2,909.72	14-052-A HARVEY CONSTRUCTION CORPORATION
2/12/2015	Site work for Parking garage	\$158,832.86	14-052-A HARVEY CONSTRUCTION CORPORATION
2/12/2015	site work for Parking garage	\$248,832.73	14-052-A HARVEY CONSTRUCTION CORPORATION
2/26/2015	c/o 18 Geotech Eng & Phase II esa services Orchard	\$4,022.50	47352 RANSOM ENVIRONMENTAL CONSULTANTS, INC.
2/26/2015	Overages on Orchard St	\$2,465.15	47352 RANSOM ENVIRONMENTAL CONSULTANTS, INC.
3/5/2015	Site work for Parking garage	\$167,631.64	15-004 HARVEY CONSTRUCTION CORPORATION
3/5/2015	Site work for Parking garage	\$287,329.64	15-004 HARVEY CONSTRUCTION CORPORATION
3/5/2015	Progress payment - Guaranteed Maximum Price Construction	\$1,884.41	15-004 HARVEY CONSTRUCTION CORPORATION
3/19/2015	Progress payment - Guaranteed Maximum Price Construction	\$242,208.58	#7 B14007-G HARVEY CONSTRUCTION CORPORATION
4/9/2015	Engineering and Piles Inspection	\$525.00	1410139-05 JOHN TURNER CONSULTING INC
4/9/2015	Engineering and Asphalt Field Inspection	\$1,050.00	14100139-04 JOHN TURNER CONSULTING INC
4/16/2015	parking garage architectural and Engineering svcs	\$11,745.26	7256 LAVALLEE BRENSINGER ARCHITECTS
4/16/2015	Additional Civil & Architectural svcs parking garage	\$9,464.04	7256 LAVALLEE BRENSINGER ARCHITECTS
4/23/2015	Additional Civil & Architectural svcs parking garage	\$8,276.80	7333 LAVALLEE BRENSINGER ARCHITECTS

City of Dover
Parking Garage:

As of May 31, 2015

		DATE	DESCRIPTION	AMOUNT PAID	INVOICE #	VENDOR NAME
		4/23/2015	Progress payment - Guaranteed Maximum Price Construction	\$473,728.09	#8 B14007-G	HARVEY CONSTRUCTION CORPORATION
		5/7/2015	Pile observation and documentation/geotech design	\$2,069.94	48298	RANSOM ENVIRONMENTAL CONSULTANTS, INC.
		5/7/2015	Pile observation and documentation/geotech design	\$7,195.45	48445	RANSOM ENVIRONMENTAL CONSULTANTS, INC.
		5/21/2015	Pile observation and documentation/geotech design	\$1,502.95	48533	RANSOM ENVIRONMENTAL CONSULTANTS, INC.
		5/28/2015	Progress payment - Guaranteed Maximum Price Construction	\$550,830.37	#9 B14007-G	HARVEY CONSTRUCTION CORPORATION
Expended To Date	\$3,842,942.98			<u>\$3,842,942.98</u>		
			DESCRIPTION	ENCUMBRANCE		VENDOR NAME
			Pile Doc & Observation; Geotech Design Support	\$631.56		RANSOM ENVIRONMENTAL CONSULTANTS, INC
			Independent Construction Inspections	\$18,320.00		JOHN TURNER CONSULTING INC
			Parking garage architectural and Engineering svcs	\$60,711.00		LAVALLEE BRENSINGER ARCHITECTS
			Additional Civil & Architectural svcs parking garage	\$2,028.91		LAVALLEE BRENSINGER ARCHITECTS
			Construction - Guaranteed Maximum Price	\$7,629,809.05		HARVEY CONSTRUCTION CORPORATION
Encumbrances	\$7,711,500.52			<u>\$7,711,500.52</u>		
Available Balance	\$ 45,556.50					

City of Dover
Police Facility:

As of May 31, 2015

		DATE	DESCRIPTION	AMOUNT PAID	INVOICE #	VENDOR NAME
Approved Budget	\$ 9,900,000.12					
		1/30/2014	Police Facility Phase I	\$65,076.00	5286	LAVALLEE BRENSINGER ARCHITECTS
		3/13/2014	Police Facility Phase I	\$19,915.50	5631	LAVALLEE BRENSINGER ARCHITECTS
		4/17/2014	Police Facility Phase I	\$7,366.50	5589	LAVALLEE BRENSINGER ARCHITECTS
		4/17/2014	Orchard St Geotechnical and Phase II ESA PD FACILI	\$9,563.48	45858	RANSOM ENVIRONMENTAL CONSULTANTS, INC.
		4/24/2014	Standard Traffic Impact Assessment for Orchard St	\$3,100.00	1	CIVILWORKS, INC
		5/1/2014	Orchard St Geotechnical and Phase II ESA PD FACILI	\$2,316.52	45931	RANSOM ENVIRONMENTAL CONSULTANTS, INC.
		5/29/2014	Area A - Chestnut St	\$1,800.00	9969	MCENEANEY SURVEY ASSOC., INC.
		5/29/2014	Area B - Aubuchon Hardware	\$3,420.00	9969	MCENEANEY SURVEY ASSOC., INC.
		5/29/2014	Area C - Detail Boring Locations	\$750.00	9969	MCENEANEY SURVEY ASSOC., INC.
		6/12/2014	Police Facility Phase IIA Basic Architectural & E	\$45,430.00	6008	LAVALLEE BRENSINGER ARCHITECTS
		6/12/2014	Police Facility Phase IIB Required Additional Svs	\$37,250.00	6008	LAVALLEE BRENSINGER ARCHITECTS
		6/19/2014	Police Facility Phase IIA Basic Architectural & E	\$37,250.00	6013	LAVALLEE BRENSINGER ARCHITECTS
		6/30/2014	Police Facility Phase IIA Basic Architectural & E	\$110,240.00	6860	LAVALLEE BRENSINGER ARCHITECTS
		6/30/2014	Police Facility Phase IIB Required Additional Svs	\$17,000.00	6120	LAVALLEE BRENSINGER ARCHITECTS
		6/30/2014	Police Facility Phase IIA reimbursables allowance	\$8,268.00	6860	LAVALLEE BRENSINGER ARCHITECTS
		8/14/2014	preconstruction services for Dover Police Facility	\$5,075.66	14-030	HARVEY CONSTRUCTION CORPORATION
		10/16/2014	Police Facility Phase IIA Basic Architectural & E	\$6,890.00	7027	LAVALLEE BRENSINGER ARCHITECTS
		10/16/2014	Police Facility Phase IIA Basic Architectural & E	\$75,790.00	6994	LAVALLEE BRENSINGER ARCHITECTS
		10/16/2014	Police Facility Phase IIB Required Additional Svs	\$24,500.00	6996	LAVALLEE BRENSINGER ARCHITECTS
		10/16/2014	Police Facility Phase IIB Required Additional Svs	\$20,250.00	7027	LAVALLEE BRENSINGER ARCHITECTS
		10/30/2014	preconstruction services for Dover Police Facility	\$5,347.94	14-041-A	HARVEY CONSTRUCTION CORPORATION
		11/26/2014	Police Facility Phase IIA Basic Architectural & E	\$74,412.00	7090	LAVALLEE BRENSINGER ARCHITECTS
		1/8/2015	Area B - Aubuchon Hardware	\$380.00	14-2052	MCENEANEY SURVEY ASSOC., INC.
		2/5/2015	Police Facility Phase IIA Basic Architectural & Eng.	\$44,214.00	7188	LAVALLEE BRENSINGER ARCHITECTS
		2/5/2015	Police Facility Phase IIA Basic Architectural & E	\$26,586.00	7188	LAVALLEE BRENSINGER ARCHITECTS
		2/5/2015	Police Facility Phase IIA reimbursables allowance	\$8,572.80	7188	LAVALLEE BRENSINGER ARCHITECTS
		2/5/2015	Police Facility Phase IIB Required Additional Svs	\$7,670.91	7187	LAVALLEE BRENSINGER ARCHITECTS
		2/12/2015	preconstruction services for Dover Police Facility	\$4,576.40	14-052	HARVEY CONSTRUCTION CORPORATION
		3/5/2015	Facility Construction - Guaranteed Maximum Price	\$5,000.00	15-004-A	HARVEY CONSTRUCTION CORPORATION
		3/19/2015	Facility Construction - Guaranteed Maximum Price	\$118,857.90	#7 B14007-1	HARVEY CONSTRUCTION CORPORATION
		4/16/2015	Police Facility Phase IIA Basic Architectural & E	\$29,489.20	7255	LAVALLEE BRENSINGER ARCHITECTS
		4/23/2015	Police Facility Phase IIA Basic Architectural & E	\$12,953.20	7332	LAVALLEE BRENSINGER ARCHITECTS
		4/23/2015	Police Facility Phase IIB Required Additional Svs	\$500.00	7334	LAVALLEE BRENSINGER ARCHITECTS
		4/23/2015	Facility Construction - Guaranteed Maximum Price	\$102,305.13	#8 B14007-1	HARVEY CONSTRUCTION CORPORATION
		5/28/2015	Facility Construction - Guaranteed Maximum Price	\$120,910.09	#9 B14007-1	HARVEY CONSTRUCTION CORPORATION
		5/28/2015	Facility Construction - Guaranteed Maximum Price	\$268,566.20	#9 B14007-1	HARVEY CONSTRUCTION CORPORATION
Expended To Date	\$1,331,593.43			\$1,331,593.43		
			DESCRIPTION	ENCUMBRANCE		VENDOR NAME
			Civil and Architectural design, Engineering Services	\$46,548.29		LAVALLEE BRENSINGER ARCHITECTS
			Police Facility Phase IIA Basic Architectural & Eng.	\$87,945.60		LAVALLEE BRENSINGER ARCHITECTS
			Facility Construction - Guaranteed Maximum Price	\$7,961,113.80		HARVEY CONSTRUCTION CORPORATION
			C-15 Diesel Generator	\$115,000.00		SOUTHWORTH-MILTON INC
Encumbrances	\$8,210,607.69			\$8,210,607.69		
Available Balance	\$ 357,799.00					

City of Dover

Expenditures of Major Funds

May 31, 2015

(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	\$ 15,196	\$ 361,336	97.0%	\$ 10,856	\$ 39,188	\$ (28,332)	-7.6%
Executive	810,105	49,232	789,821	97.0	20,284	33,912	(13,628)	(1.7)
Finance	1,632,713	105,248	1,402,518	86.0	230,195	120,670	109,525	6.7
Planning	512,334	38,118	434,511	85.0	77,823	18,460	59,363	11.6
Misc General Government	1,184,962	142,264	654,618	55.0	530,344	35,676	494,668	41.7
Police	7,420,749	529,136	6,511,856	88.0	908,893	406,222	502,671	6.8
Fire & Rescue	7,502,246	516,456	6,684,464	89.0	817,782	409,371	408,411	5.4
Community Service Public Works	6,036,576	322,474	4,829,556	80.0	1,207,020	593,925	613,095	10.2
Recreation	2,073,584	120,179	1,718,297	83.0	355,287	148,539	206,748	10.0
Public Library	1,109,966	76,613	938,367	85.0	171,599	78,038	93,561	8.4
Public Welfare	843,870	47,668	646,862	77.0	197,008	17,625	179,383	21.3
Debt Service	10,118,839	-	2,887,792	29.0	7,231,047	6,409,457	821,590	8.1
Other Financing Sources/Uses	3,006,318	119,143	1,766,428	59.0	1,239,890	-	1,239,890	41.2
School	44,236,755	3,792,481	36,177,283	82.0	8,059,472	7,902,122	157,350	0.4
Intergovernmental	8,057,565	-	8,057,565	100.0	-	-	-	0.0
Sub-total : 1000 General Fund	\$ 94,918,774	\$ 5,874,205	\$ 73,861,273	77.8%	\$ 21,057,501	\$ 16,213,205	\$ 4,844,296	5.1%
3213 Parking Activity Fund								
Police	\$ 627,936	\$ 31,070	\$ 413,370	66.0%	\$ 214,566	\$ 89,325	\$ 125,241	19.9%
Sub-total : 3213 Parking Activity Fund	\$ 627,936	\$ 31,070	\$ 413,370	65.8%	\$ 214,566	\$ 89,325	\$ 125,241	19.9%
3320 Residential Solid Waste Fund								
Community Service Public Works	\$ 1,097,856	\$ 62,037	\$ 718,490	65.0%	\$ 379,366	\$ 128,431	\$ 250,935	22.9%
Sub-total : 3320 Residential Solid Waste Fund	\$ 1,097,856	\$ 62,037	\$ 718,490	65.4%	\$ 379,366	\$ 128,431	\$ 250,935	22.9%
3381 McConnell Center Fund								
Recreation	\$ 808,150	\$ 23,931	\$ 390,813	48.0%	\$ 417,337	\$ 464,278	\$ (46,941)	-5.8%
Sub-total : 3381 McConnell Center Fund	\$ 808,150	\$ 23,931	\$ 390,813	48.4%	\$ 417,337	\$ 464,278	\$ (46,941)	- 5.8%
3410 Recreation Special Revenue Fund								
Recreation	\$ 485,276	\$ 39,219	\$ 370,285	76.0%	\$ 114,991	\$ 12,230	\$ 102,761	21.2%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 485,276	\$ 39,219	\$ 370,285	76.3%	\$ 114,991	\$ 12,230	\$ 102,761	21.2%
5300 Water Fund								
Community Service Public Works	\$ 4,870,339	\$ 267,925	\$ 3,940,501	81.0%	\$ 929,837	\$ 401,933	\$ 527,904	10.8%
Sub-total : 5300 Water Fund	\$ 4,870,339	\$ 267,925	\$ 3,940,501	80.9%	\$ 929,837	\$ 401,933	\$ 527,904	10.8%
5320 Sewer Fund								
Community Service Public Works	\$ 7,252,711	\$ 484,668	\$ 5,765,252	79.0%	\$ 1,487,459	\$ 589,558	\$ 897,901	12.4%
Sub-total : 5320 Sewer Fund	\$ 7,252,711	\$ 484,668	\$ 5,765,252	79.5%	\$ 1,487,459	\$ 589,558	\$ 897,901	12.4%
6100 Dovernet Fund								
Other Financing Sources/Uses	\$ 656,958	\$ 44,038	\$ 444,513	68.0%	\$ 212,445	\$ 61,193	\$ 151,252	23.0%
Sub-total : 6100 Dovernet Fund	\$ 656,958	\$ 44,038	\$ 444,513	67.7%	\$ 212,445	\$ 61,193	\$ 151,252	23.0%
Total : EXPENDITURES	\$ 110,717,999	\$ 6,827,093	\$ 85,904,498	77.6%	\$ 24,813,501	\$ 17,960,153	\$ 6,853,349	6.2%

City of Dover

Revenues of Major Funds May 31, 2015

(General Fund Includes Property Taxes and Education Revenues)

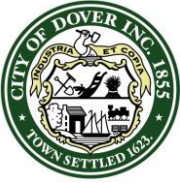
	Budget	Range To Date	Year To Date	% Year To Date	Budget Balance	Encumbrance	Budget Available	% Uncollected
REVENUES								
1000 General Fund								
Taxes	\$ 71,224,707	\$ 14,729,976	\$ 52,924,798	74.0%	\$ 18,299,909	\$ -	\$ 18,299,909	(25.7)%
Licenses & Permits	4,829,480	522,688	5,022,160	104.0	(192,680)	-	(192,680)	(4.0)
Intergovernmental	2,100,826	113,696	2,047,705	97.0	53,121	-	53,121	2.5
Charges for Services	3,239,483	173,780	2,901,543	90.0	337,940	-	337,940	10.4
Miscellaneous Revenue	588,625	23,119	764,088	130.0	(175,463)	-	(175,463)	(29.8)
Education	12,585,100	206,146	11,678,197	93.0	906,903	(3,507)	910,410	7.2
Operating Transfers In	350,553	-	-	0.0	350,553	-	350,553	100.0
Sub-total : 1000 General Fund	\$ 94,918,774	\$ 15,769,405	\$ 75,338,491	79.0%	\$ 19,580,283	\$ (3,507)	\$ 19,583,790	20.6%
3213 Parking Activity Fund								
Licenses & Permits	\$ 96,120	\$ 7,122	\$ 83,188	87.0%	\$ 12,932	\$ -	\$ 12,932	13.5%
Parking Income	371,408	32,071	353,935	95.0%	17,473	-	17,473	4.7%
Parking Fines	160,408	11,204	143,959	90.0%	16,449	-	16,449	10.3%
Other Financing Sources	0	-	-	0.0	0	-	0	0.0
Sub-total : 3213 Parking Activity Fund	\$ 627,936	\$ 50,397	\$ 581,082	93.0%	\$ 46,854	\$ -	\$ 46,854	7.5%
3320 Residential Solid Waste Fund								
Intergovernmental	\$ 9,556	\$ -	\$ 6,986	73.0%	\$ 2,570	\$ -	\$ 2,570	26.9%
Charges for Services	930,000	60,916	843,320	91.0%	86,680	-	86,680	9.3%
Miscellaneous Revenue	0	0	611	0.0	(611)	-	(611)	0.0
Other Financing Sources	52,557	-	-	0.0	52,557	-	52,557	100.0
Sub-total : 3320 Residential Solid Waste	\$ 992,113	\$ 60,917	\$ 850,917	86.0%	\$ 141,196	\$ -	\$ 141,196	14.2%
3381 McConnell Center Fund								
Miscellaneous Revenue	\$ 670,081	\$ 56,112	\$ 608,865	91.0%	\$ 61,216	\$ -	\$ 61,216	9.1%
Operating Transfers In	138,069	10,292	113,211	82.0	24,858	-	24,858	18.0
Sub-total : 3381 McConnell Center	\$ 808,150	\$ 66,404	\$ 722,076	89.0%	\$ 86,074	\$ -	\$ 86,074	10.7%
3410 Recreation Special Revenue Fund								
Charges for Services	\$ 366,855	\$ 21,828	\$ 339,005	92.0%	\$ 27,850	\$ -	\$ 27,850	7.6%
Miscellaneous Revenue	15,500	120	4,691	0.3	10,809	-	10,809	69.7
Operating Transfers In	15,500	-	1,405	9.0	14,095	-	14,095	90.9
Other Financing Sources	87,421	-	-	0.0	87,421	-	87,421	100.0
Sub-total : 3410 Recreation Special Revenue Fund	\$ 485,276	\$ 21,948	\$ 345,101	71.0%	\$ 140,175	\$ -	\$ 140,175	28.9%
5300 Water Fund								
Charges for Services	\$ 4,782,457	\$ 363,969	\$ 4,194,820	88.0%	\$ 587,637	\$ -	\$ 587,637	12.3%
Miscellaneous Revenue	70,500	7,497	104,040	148.0	(33,540)	-	(33,540)	(47.6)
Sub-total : 5300 Water Fund	\$ 4,852,957	\$ 371,466	\$ 4,298,860	89.0%	\$ 554,097	\$ -	\$ 554,097	11.4%
5320 Sewer Fund								
Intergovernmental	\$ 5,688	\$ -	\$ -	0.0%	\$ 5,688	\$ -	\$ 5,688	100.0%
Charges for Services	6,153,201	466,026	5,328,377	87.0	824,824	-	824,824	13.4
Miscellaneous Revenue	59,414	7,402	83,075	140.0	(23,661)	-	(23,661)	(39.8)
Other Financing Sources	942,687	-	-	0.0	942,687	-	942,687	100.0
Sub-total : 5320 Sewer Fund	\$ 7,160,990	\$ 473,428	\$ 5,411,452	76.0%	\$ 1,749,538	\$ -	\$ 1,749,538	24.4%
6100 Dovernet Fund								
Charges for Services	\$ 544,113	\$ 100,011	\$ 554,907	102.0%	\$ (10,794)	\$ -	\$ (10,794)	- 2.0%
Miscellaneous Revenue	25,000	-	25,000	1.0	-	-	-	0.0
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	\$ 100,011	\$ 579,907	90.0%	\$ 64,495	\$ -	\$ 64,495	10.0%
Total : REVENUES	\$ 110,490,598	\$ 16,913,977	\$ 88,127,886	80.0%	\$ 22,362,711	\$ (3,507)	\$ 22,366,218	20.2%

City of Dover

Arena - General Fund Revenue & Expenditure Report (Including Arena Debt Service attributed to the General Fund) May 31, 2015

	<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	35,674	1,176,866	90.9	118,041	0	118,041	9.1
Expenditures	948,232	55,736	836,364	88.2	111,868	87,069	24,799	2.6
Debt Service								
Principal	265,063	0	49,242	18.6	215,820	0	215,820	81.4
Interest	70,759	0	9,045	12.8	61,714	0	61,714	87.2
	10,853	(20,062)	282,215	2,600.3	(271,362)	(87,069)	(184,292)	(1,698.1)

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CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 27, 2015**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Hooper led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

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

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

5. PROCLAMATIONS/AWARDS

6. APPROVAL OF AGENDA

Councilor Cheney asked for moved Item #13.B.6. on the agenda to before Item #13.B.5. Deputy Mayor Carrier moved to substitute as a whole Item #13.B.5. He moved to add as Item #13.B.9. – Resolution entitled Fiscal Year 2015 School Additional Appropriation Budget Amendment #2. He moved to add the Police and Parking Facility Building Committee Report. Deputy Mayor Carrier moved to approve the agenda as amended; seconded by Councilor Thibodeaux.

Vote: 9/0.

7. PUBLIC HEARINGS

8. CITIZEN'S FORUM

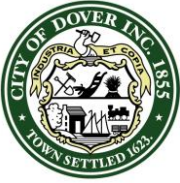
Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.

Jeffrey Brissette, 11 Fieldstone Drive: He spoke about the Mayor and City Manager. He said the Mayor is not a leader. He spoke about the Watson Road project.

Michael Russo, 33 Samuel Hanson Drive: He spoke in favor of the tax cap.

William Dodge, 78 Littleworth Road: He spoke in favor of the School Board and the Legal Officer Charter Amendments. He said he believed in the tax cap, but felt it should be voted on in November.

David Scott, 220 Back Road: He thanked Councilors Cheney and McManus for bringing forward the Charter Amendments resolutions. He urged the Council to vote yes to put these on the ballot.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
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Meeting Time: **7:00 pm**

Theodore Anglace, 23 Wallace Drive: He spoke about the Charter Amendments. He felt they should require the collection of citizen signatures to be put on the ballot.

Mary Hebbard, 97 Spruce Lane: She spoke in favor of the tax cap. She felt the School Board and Legal Officer Charter Amendments should be placed on the ballot.

David Martin, 10 Linda Avenue: He spoke in favor of the Legal Officer and School Board Charter Amendments. He said he was not in favor of overriding the tax cap.

Brian Brobase, 6 Floral Avenue: He felt all three Charter Amendments should be on the ballot.

Phyllis Woods, 1 Berry Street: She spoke in favor of the Council putting the Charter Amendments forward to a public hearing on June 10, 2015.

Dr. Dutkiewicz, 6 Floral Avenue: She spoke about the Charter Amendment resolutions. She said she felt there was interest in the Legal Officer and School Board Charter Amendments resolutions, but said she hasn't heard anything about the tax cap resolution.

Carole Soule McCammon, 49 Ash Street, School Board Member: She spoke against the School Board Charter Amendment. She said the School Board represents the entire school district and not just the Ward they live in.

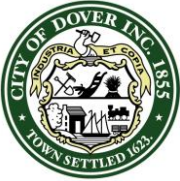
Shellie Lemelin, 9 Western Avenue: She spoke about putting the vocational high school in one of the empty buildings in Dover. She spoke about the taxes and said we all have to pitch in.

James Davis, 5A Hancock Street: He spoke in favor of the School Board and Legal Officer Charter Amendment.

Donald Medbery, 3 Covered Bridge Lane: He thanked everyone for coming to Citizen's Forum. He was opposed to the override of the tax cap. He spoke about the High School and said the City didn't need a new school.

Betsey Andrews Parker, 34 Gladiola Way, School Board Vice-Chairperson: She spoke about the relationship between the School Board and the City Council. She said the School Board members weren't invited to the Council meeting at Riverside Rest Home. She hasn't received any information that the School Board has requested regarding this meeting and who has complained about the School Board. She asked the citizens to come to the School Board if they have a problem with the current At-Large. She also said the tax cap isn't working and the Council hides behind the number created by the tax cap.

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



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 27, 2015**
Meeting Time: **7:00 pm**

9. CITY MANAGER'S REPORT

City Manager Joyal said he submitted his report in writing. He spoke about the Zoning Amendments and the upcoming public hearings.

Councilor Cheney asked about the Long Hill Park rental, and the issue where a dog was hit by a ball,

City Manager Joyal gave an overview of the park's rental and that he would talk with the organizer regarding the complaint.

Deputy Mayor Carrier moved to accept the City Manager's Report; seconded by Councilor Gagnon.

Vote: 9/0.

10. APPROVAL OF MINUTES

- A. May 6, 2015 – Workshop
- B. May 6, 2015 – Special Meeting
- C. May 13, 2015 – Regular Meeting

Councilor McManus referred to the May 13, 2015 meeting minutes, and said during the Council Matters of Interest he mispoke and said *Dare* program when he meant to say Youth to Youth program.

Councilor McManus moved to change Dare to Youth to Youth; seconded by Councilor Thibodeaux.

Vote: 9/0.

Councilor Cheney referred to page 5/8 of the May 13, 2015 minutes, and said she only said it was her Bill, and moved to strike the rest of the sentence; seconded by Councilor Garrison.

Mayor Weston asked for a hand vote to approve the minutes as amended.

Vote: 9/0.

11. MAYOR'S REPORT

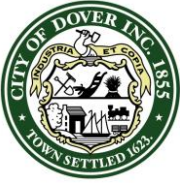
Mayor Weston she attended ribbon cuttings and welcomed the new businesses to Dover. She attended the Memorial Day service.

Mayor Weston referred to the Citizen's Forum comments about the Riverside Rest Home meeting asked Councilor Cheney to explain what it was and that to clarify that it wasn't a Council meeting.

Councilor Cheney said it was a Council Reach Out meeting that she held at the Riverside Rest Home. She said she did a press release, posted it at Hannaford, mentioned it at City Council meetings. She said it was not a City Council meeting.

Deputy Mayor Carrier moved to accept the Mayor's 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, May 27, 2015**
Meeting Time: **7:00 pm**

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

1. **FISCAL YEAR 2015 BUDGET AMENDMENT #1**
(REQUIRES OF 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
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.
City Manager Joyal clarified the reason behind the vacation buyouts.
Roll Call Vote: 9/0.

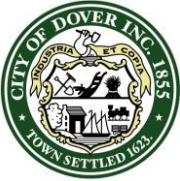
2. **FISCAL YEAR 2015 SCHOOL DEPARTMENT BUDGET AMENDMENT –**
CHANGE IN NON-PROPERTY TAX REVENUE ESTIMATES
(REQUIRES OF 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Garrison.
Mayor Weston gave an overview of the resolution to the Council.
Roll Call Vote: 9/0.

13. NEW BUSINESS

A. CONSENT CALENDAR

1. **BLOCK PARTY – Tanglewood Drive**
2. **RAFFLE – Cocheco Valley Humane Society**
3. **TAG – Dover Little Green Cheerleading**
4. **TROJAN UV3000 PLUS LAMPS AND QUARTZ SLEEVES**
SPONSORED BY MAYOR WESTON BY REQUEST
5. **B10033 ADDITIONAL SCOPE OF WORK ON WATSON RD CMA ENGINEERS, INC**
SPONSORED BY MAYOR WESTON BY REQUEST
6. **B15047 HENRY LAW PARK DESIGN SERVICES**
SPONSORED BY MAYOR WESTON BY REQUEST
7. **B15057 HOT BITUMINOUS PAVING –ASPHALT LAID IN PLACE**
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, May 27, 2015**
Meeting Time: **7:00 pm**

8. B15058 GRIFFIN WELL RECONDITIONING **SPONSORED BY MAYOR WESTON BY REQUEST**

COMMITTEE REPORTS

- | | |
|--|---|
| 1. School Board | 10. Pool Advisory Committee |
| 2. Planning Board | 11. Parking Commission |
| 3. Appointments Committee | 12. Ordinance Committee |
| 4. Recreation Advisory Board | 13. Police and Parking Facility Building Committee |
| 5. McConnell Center Advisory Committee | 14. Joint Building Committee – Dover High School and Regional CTC |
| 6. Arts Commission | 15. Dover Main Street |
| 7. Solid Waste Advisory Commission | |
| 8. Transportation Advisory Commission | |
| 9. Legislative Liaison | |

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 Thibodeaux asked to pull Item #13.A.4.

Deputy Mayor Carrier asked to pull the Police and Parking Facility Building Committee Report.

Councilor Cheney asked to pull Items #13.A.5. and 13.A.6.

Councilor McManus asked to pull Item #13.A.8.

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

Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item #13.A.4.; seconded by Councilor Thibodeaux.

City Manager Joyal gave an overview of the resolution to the Council.

Deputy City Manager Steele explained why they had to buy these bulbs to keep the warranty.

Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item #13.A.5.; seconded by Councilor Cheney.

City Manager Joyal gave an overview of the resolution to the Council.

Roll Call Vote: 9/0.

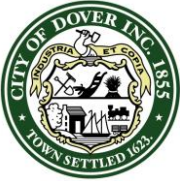
Deputy Mayor Carrier moved for the adoption of Item #13.A.6.; seconded by Councilor Thibodeaux.

Recreation Director Bannon gave an overview of the resolution to the Council.

Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item #13.A.8.; seconded by Councilor McManus.

Roll Call Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 27, 2015**
Meeting Time: **7:00 pm**

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

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

Vote: 9/0.

B. RESOLUTIONS

1. RESTORATION OF MERGED LOTS (25 PORTLAND AVENUE)
SPONSORED BY MAYOR WESTON BY REQUEST

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

Vote: 9/0.

2. RESTORATION OF MERGED LOTS (28 ATLANTIC AVENUE)
SPONSORED BY MAYOR WESTON BY REQUEST

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

Vote: 9/0.

**3. COLLECTIVE BARGAINING AGREEMENT FOR THE DOVER MUNICIPAL
EMPLOYEE ASSOCIATION (DMEA)**
SPONSORED BY MAYOR WESTON BY REQUEST

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

Roll Call Vote: 9/0.

4. AMENDMENT TO MERIT PLAN AND CLASSIFICATION PLAN
SPONSORED BY MAYOR WESTON BY REQUEST

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

City Manager Joyal gave an overview of the changes to the Merit Plan and Classification Plan.

Councilor Cheney said the amended plan are attached as background, but the marked up document is not attached.

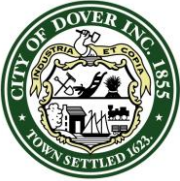
City Manager Joyal said it was his intention to provide the marked up documents. He said the Council has 30 days to approve this resolution.

Councilor Cheney moved to table this resolution to June 10, 2015; seconded by Councilor O'Connor.

Councilor McManus asked for a cumulative total for all the contracts.

City Manager Joyal said he would get that for the Council.

Vote: 6/3; Passed. Deputy Mayor Carrier and Councilors Hooper and Gagnon were opposed.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 27, 2015**
Meeting Time: **7:00 pm**

Deputy Mayor Carrier moved to refer Item #13.B.6. to a public hearing on June 10, 2015; seconded by Councilor Cheney.

General Legal Counsel gave an overview of the ballot question process to the Council.

Councilor Gagnon started a discussion with the Council and said he agreed with Citizen's Forum comments stating that the citizen's should be getting the questions on the ballot. He spoke about the problems between the City Council and the School Board. He said the School is one system and isn't affected by the wards. He said he would not support this resolution. Councilor Hooper said she agreed with Councilor Gagnon. She said she was upset that the School Board members who spoke during Citizen's Forum felt betrayed by the Council. Deputy Mayor Carrier said he didn't understand why this was brought forward and was very upset about it. He said this came out of the blue and felt there was some sort of agenda behind this.

Councilor McManus said he didn't have a problem with sending this to a public hearing.

Councilor Cheney said the wording can be changed, but asked that it be put to a public hearing.

Councilor O'Connor said it's the citizens of Dover making the decision. He said it was the duty of a Councilor to bring this forward if they are asked to bring it forward.

Councilor Garrison said he doesn't have the sense that the current system isn't working.

Mayor Weston said it was the Council's job to listen and would be a disservice not put it to a public hearing.

Councilor Thibodeaux said the way these resolutions are written is that the Council sees a need, and it's not coming from the public. She talked about rewording this resolution.

Mayor Weston said this is just referring to a public hearing and then they can change the wording.

Deputy Mayor Carrier said his problem with the procedure on how this resolution was brought forward. He said he does want to hear from the public.

Councilor Gagnon said he wasn't going to send the message to the School Board that they were under the thumb of the City Council.

Councilor Cheney said the Council is obligated to bring forward constituents requests. She said she couldn't see why the Council wouldn't refer this to a public hearing.

Mayor Weston asked for an amendment.

Councilor Cheney moved to change the wording to: "the Dover City Council declares a Charter Amendment question..."

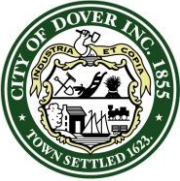
General Legal Counsel Blenkinsop explained why it said declaring a need for the Charter Amendment. He said it was part of the statute and why it was used. He said they can take out the words "a need for", but add "should" to "... be placed before the voters..."

Councilor Cheney agreed and made the motion; seconded by Councilor O'Connor.

Vote: 4/5; Failed. Mayor Weston, Councilors Cheney, McManus and O'Connor voted in favor.

Councilor Garrison said this should go through the petition process.

Vote: 4/5; Failed. Mayor Weston, Councilors Cheney, McManus and O'Connor voted in favor.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 27, 2015**
Meeting Time: **7:00 pm**

**5. CHARTER AMENDMENT – LEGAL OFFICER
(TO BE REFERRED TO A PUBLIC HEARING ON JUNE 10, 2015)
SPONSORED BY COUNCILOR CHENEY**

Councilor Cheney moved to refer Item #13.B.6. to a public hearing on June 10, 2015; seconded by Councilor O'Connor.

Councilor Cheney referred to the substituted version and gave an overview of the change.

Vote: 4/5; Failed. Mayor Weston, Councilors Cheney, McManus and O'Connor voted in favor.

**6. CHARTER AMENDMENT – SCHOOL BOARD ELECTIONS
(TO BE REFERRED TO A PUBLIC HEARING ON JUNE 10, 2015)
SPONSORED BY COUNCILOR CHENEY**

Moved up on the Agenda following Item #13.B.4.

**7. CHARTER AMENDMENT REGARDING BUDGET ADOPTION PROCEDURE
(TO BE REFERRED TO A PUBLIC HEARING ON JUNE 10, 2015)
SPONSORED BY COUNCILOR McMANUS**

Councilor McManus moved to refer to a public hearing on June 10, 2015; seconded by Councilor Cheney.

Councilor McManus gave an explanation as to why he brought this forward.

Vote: 4/5; Failed. Mayor Weston, Councilors Cheney, McManus and O'Connor voted in favor.

**8. AMENDMENT TO THE FISCAL YEAR 2016 FEE SCHEDULE
(REQUIRES OF 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON JUNE 10, 2015)
SPONSORED BY MAYOR WESTON BY REQUEST**

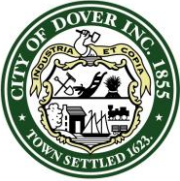
Deputy Mayor Carrier moved to refer to a public hearing on June 10, 2015; seconded by Councilor Garrison.

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

**9. FISCAL YEAR 2015 SCHOOL ADDITIONAL APPROPRIATION BUDGET
AMENDMENT #2 – CHANGE IN NON-PROPERTY TAX REVENUE ESTIMATES
(REQUIRES OF 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON JUNE 10, 2015)
SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved to refer to a public hearing on June 10, 2015; seconded by Councilor Hooper.

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



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 27, 2015**
Meeting Time: **7:00 pm**

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

- A. Letter from human, dated May 9, 2015.**
- B. Letter from Councilor McManus**

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

15. COUNCIL MATTERS OF INTEREST

Councilor Cheney said she attended the 125th anniversary of the Masonic Lodge.

Councilor O'Connor spoke about the Memorial Day event. He spoke about a meeting scheduled on June 8th regarding the Jenny Thompson Aquatic Center. He spoke about an exhibit at the Children's Museum on June 4th.

Councilor Hooper said it was a fundraiser for the Seed Organization.

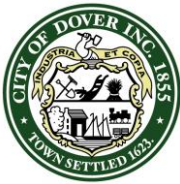
Councilor Gagnon said Happy Birthday to his oldest child who turned 5 years old today.

Mayor Weston gave an update on the State adequacy aid.

16. ADJOURNMENT

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

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CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2015.05.27 - 064**

Resolution Re: **Amendment to Merit, Classification and Pay Plans**

WHEREAS: The City Charter requires that the City Manager submit any amendments to the Merit Plan to the Council as an item on a regular Council meeting agenda; and

WHEREAS: The Council shall within sixty days after having received the amendments take action to approve or disapprove them at a regular Council meeting; and

WHEREAS The Merit Plan includes as a specific attachment the Classification Plan which establishes authorized position classifications and grade levels for each class of position in the City's Administrative Service and the Pay Plan which provides minimum, maximum and intermediate pay rates established for each grade; and

WHEREAS To ensure consistency remains between the Merit, Classification and Pay Plans with recently ratified collective bargaining agreements, amendments are needed to the Pay Plan for the fiscal years 2015-2017 periods, the Classification Plan for certain position classifications in the City's Administrative Services and Merit Plan provisions pertaining to the date upon which wage increases are awarded and the maximum allowable amount of accrued annual leave.

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

The City Council accepts the attached amendment to the Merit, Classification and Pay Plans as submitted by the City Manager.

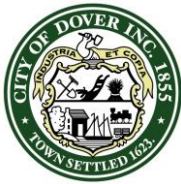
AUTHORIZATION

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#: 12.C.1.

Resolution Number: **R – 2015.05.27 - 064**

Resolution Re: **Amendment to Merit, Classification and Pay Plans**

DOCUMENT HISTORY:

First Reading Date: 05/27/2015

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

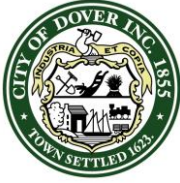
VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason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

RESOLUTION BACKGROUND MATERIAL:

The Merit Plan includes a Classification Plan document which establishes position classifications and grade levels for each class of position in the City's Administrative Service. The City Manager proposes to make the following changes to the Classification Plan:

1. Reclassify the existing Animal Control Officer classification by increasing the pay grade from 10 to 16, as agreed to in the Dover Police Association collective bargaining agreement signed on March 17, 2015.
2. Reclassify the existing Parking Control Officer classification by increasing the pay grade from 10 to 13, as agreed to in the Dover Police Association collective bargaining agreement signed on March 17, 2015.
3. Re-establish the Building Maintenance Mechanic classification with the pay grade of 13, as agreed to in the Dover Municipal Employees Association collective bargaining agreement, tentatively agreed to on May 12, 2015.
4. Re-establish the position of Building Inspector classification with pay grade of 22, as established in the Dover Municipal Employees Association certification of representation, signed July 14, 2000.

In addition, the Merit Plan includes a Pay Plan which establishes the minimum, maximum and intermediate pay rates for each grade level. The City Manager proposes to update the Pay Plan with Cost of Living



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2015.05.27 - 064**

Resolution Re: **Amendment to Merit, Classification and Pay Plans**

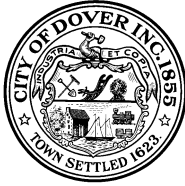
Adjustments for the periods of Fiscal Year 2015 through Fiscal Year 2017 (3%, 2.5% and 2.5% respectively) to ensure consistency with recently ratified collective bargaining agreements.

Lastly, the City Manager proposes to make the following changes to the Merit Plan also consistent with recently ratified collective bargaining agreements:

1. Pay Plan, Article VI, Section 3, page 5. Wage adjustments shall be awarded the first pay period in July following the prior year annual performance evaluation.
2. Annual Leave, Article X, Section 3, page 9. Accrued annual leave shall not exceed 300 hours at any given time.
3. Injury Leave, Article X, Section 5, page 10. Workers' Compensation shall be supplemented by use of annual and/or illness leave for the first 90 calendar days of lost time.

The amended Merit Plan, Classification Plan, Pay Plan and supplemental position descriptions associated with these changes are attached as background.

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CITY OF DOVER, NEW HAMPSHIRE
Supplemental Position Description

Position: Animal Control Officer	Position Control No: XX-XX-XX-XX
Classification-Series: Animal Control Officer	FLSA Status: Non-Exempt, Regular PT 20 hrs/wk
Occupational Grouping: Enforcement & Protection Services	Union - Grade: DPA – Grade 16
Organizational Unit: Police Department	Primary Job Location: City Hall, 288 Central Avenue

JOB SUMMARY: Performs responsible work in the enforcement of state laws and city ordinances pertaining to the licensing and control of dogs and other regulated animals; investigates complaints involving dogs and other animals; patrols the city as necessary to enforce animal laws and ordinances.

ACCOUNTABILITY: Works under the general supervision of the on-duty Shift Commander. Exercises independence and judgment in performing duties. Work is reviewed through conferences, reports and observations of the effectiveness of completed assignments.

SUPERVISION EXERCISED: May provide instruction and lead assigned personnel.

TYPICAL EQUIPMENT USED: Computer; telephone; copy and facsimile machines; mobile radio; personal protective equipment; animal traps and restraint devices, two-way radio and pager; passenger and commercial motor vehicles.

TYPICAL WORK ENVIRONMENT: Inside: 35% Outside: 65%

DUTIES AND RESPONSIBILITIES (Except as specifically noted, the following functions are considered essential to this position. The listed examples may not include all duties found in this class):

1. Respond to, and investigate, calls for service/complaints as assigned and take action appropriate for the circumstances.
2. Patrol, either on foot or within a vehicle, within the jurisdictional boundaries of the City to ensure compliance/take action enforcement action relative to animal control laws and regulations.
3. File necessary initial and follow-up reports on all incidents and complaints investigated. Prepare monthly and special reports of activities.
4. Enforce dog licensing laws within the City of Dover.
5. Abate nuisances in accordance with applicable statutes.
6. Issue warnings, conditional tickets and summonses relative to violations of laws and ordinances controlling animals.
7. Trap or otherwise humanely capture loose or remove, dead, injured, nuisance or vicious animals either upon investigation or complaint from streets and residential premises. Maintain, in compliance with applicable statutes, the health and safety of all detained animals.
8. Prepare court complaints, and appear/testify in court as may be necessary.

9. Serve as the department liaison with local animal shelters and veterinarians.
10. Maintain an appropriate level of confidentiality regarding incidents, complaints and records.
11. Establishes and maintains effective working relationships with employees, other departments and agencies, and the general public.
12. Maintains familiarity with and executes safe work procedures associated with assigned work.
13. Performs other related duties as required.

TYPICAL PHYSICAL ACTIVITY REQUIREMENTS:

LIFT: -up to 10 lbs.: Frequently required. -11 to 25 lbs.: Occasionally required. -26 to 50 lbs.: Occasionally required. -over 50 lbs.: Rarely required, some assistance. CARRY: -up to 10 lbs.: Frequently required. -11 to 25 lbs.: Occasionally required. -26 to 50 lbs.: Rarely required. -over 50 lbs.: Rarely required , some assistance. REACH: -above shoulder height: Occasionally required. -at shoulder height: Frequently required. -below shoulder height: Occasionally required.	PUSH/PULL: Occasionally required. TWISTING: Occasionally required. BENDING: Occasionally required. CRAWLING: Rarely required. SQUATTING: Rarely required. KNEELING: Rarely required. CROUCHING: Occasionally required. CLIMBING: Rarely required. BALANCING: Rarely required. GRASPING: Frequently required. HANDLING: Frequently required. TORQUING: Occasionally required. FINGERING: Frequently required.
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DURING AN 8 HOUR DAY, EMPLOYEE IS REQUIRED TO:

CONSECUTIVE HOURS: Sit: <2 hours Stand: 1 hour Walk: 2 hour	TOTAL HOURS: Sit: 2 hours Stand: 4 hour Walk: 2 hour
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COGNITIVE AND SENSORY REQUIREMENTS:

TALKING: Necessary for communicating with others HEARING: Necessary for receiving information, reports, instructions, etc. SIGHT: Necessary for performing job effectively and correctly. TASTING & SMELLING: Necessary for detecting noxious odors.

TYPICAL WORK SURFACE(S): Service counter; tables; computer work stations; carpet, tile, concrete and wood floors; ladders, stairs and scaffolding; outside surfaces including flat, sloped and uneven ground; within above and below ground confined spaces; within and above.

TYPICAL CONTROLS USED: Key board/pad; computer mouse; animal traps and restraint devices; motor vehicle radio/pager and motor vehicle.

SUMMARY OF OCCUPATIONAL EXPOSURES: Exposure to outside environment including sunlight, extreme temperatures, wind and rain; Animal bites and scratches. Rabies and other communicable diseases that can

be transmitted by wild or domestic animals. May be exposed to poisons used to control animals or vermin. Work involves exposure to grotesque sights and smells associated with major trauma. Work is performed in environments with a variety of adverse conditions and terrain, trenches and adverse conditions, such as heat, cold, wet, slippery, noisy, etc.

KNOWLEDGE, SKILL AND ABILITY REQUIREMENTS: Knowledge of departmental directives as they relate to the position of Animal Control Officer and its related duties and functions. Ability to learn and interpret the laws, statutes, and ordinances controlling animals and animal related matters. Knowledge of the geography, streets and roadways within the city. Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to follow verbal and written instructions. Knowledge of care and handling of domestic and/or wild animals. Skill in the capture and control of dogs and other animals encountered in course of work. Ability to prepare written reports, court complaints, summonses and other written documents as required. Ability to establish and maintain effective relations with other city departments, the public and other agencies and personnel.

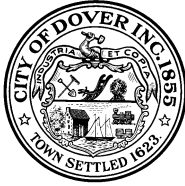
EDUCATION/LICENSURE/CERTIFICATION REQUIREMENTS: High school diploma or equivalent Valid NH Driver's license. Trained in animal capture techniques within one year of hire. Police, code enforcement training or experience preferred.

SPECIFIC VOCATIONAL PREPARATION/EXPERIENCE REQUIREMENT(S):

☐ 1. None.	☐ 6. 1 to 2 years.
☐ 2. Short demonstration up to 30 days.	☐ 7. 2 to 4 years.
☐ 3. 30-90 days.	☐ 8. 4-10 years.
☐ 4. 91-180 days.	☐ 9. Over 10 years.
☒ 5. 181 days to 1 year.	

OTHER CONSIDERATIONS AND REQUIREMENTS: The minimum requirements listed above may be satisfied by having any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills and abilities.

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CITY OF DOVER, NEW HAMPSHIRE
Supplemental Position Description

Position: Building Inspector	Position Control No: XX-XX-XX-XX
Classification-Series: Building Inspector	FLSA Status: Non-Exempt, Regular FT 40 hrs/wk
Occupational Grouping: Enforcement & Protection Services	Union - Grade: DMEA - 22
Organizational Unit: Fire & Rescue	Primary Job Location: North End Fire Station – 262 Sixth Street

JOB SUMMARY: Performs a variety of routine and complex technical work during building inspections to ensure that the Building and other related codes and standards are met.

ACCOUNTABILITY: Works under the general supervision of the Building Official.

SUPERVISION EXERCISED: None generally. May exercise supervision over part-time, temporary or other staff as assigned.

TYPICAL EQUIPMENT USED: Computer; calculator; telephone; copy and facsimile machines; various hand tools and electrical testing equipment; mobile radio; motor vehicle.

TYPICAL WORK ENVIRONMENT: Inside: 40% Outside: 60%

DUTIES AND RESPONSIBILITIES (Except as specifically noted, the following functions are considered essential to this position. The listed examples may not include all duties found in this class):

1. All duties and responsibilities are to be performed in accordance with the City's core values.
2. Enforces Building related codes, including the New Hampshire Building Code, and ordinances. Issues stop work orders, correction notices and citations.
3. Performs building inspections to ensure that construction is in compliance with required provisions of applicable codes.
4. Maintains records of building inspection activity and completes related reports. Issues certificates and permits, as appropriate.
5. Assists in researching problems and complaints regarding commercial and residential buildings, building construction and building code compliance. Responds to complex and sensitive building issues.
6. Assists in resolving complex and sensitive customer service issues, either personally, by telephone or in writing. Maintains records and documents of customer service issues and resolutions.
7. Interprets codes in the field. Authorizes acceptable alternative methods of code compliance within limits of authority.
8. Investigates code compliance complaints; resolves or refers complaints to appropriate staff. Recommends the initiation of abatement proceedings when appropriate.

9. Attends preconstruction meetings in order to explain inspection standards and procedures to architects, engineers, owners, contractors and developers.
10. Assists in administering the permitting function, including application processing, fee assessment and collection, and permit issuance.
11. Explains, interprets, and provides guidance regarding applicable codes to architects, engineers, contractors, developers, owners, and other interested parties.
12. Performs the duties of a plans examiner or electrical, mechanical, or plumbing inspector as needed and qualified.
13. Familiar with and executes safe work procedures associated with assigned work.
14. Performs other related duties as required.

TYPICAL PHYSICAL ACTIVITY REQUIREMENTS:

LIFT: -up to 10 lbs.: Occasionally required. -11 to 25 lbs.: Rarely required. -26 to 50 lbs.: Rarely required. -over 50 lbs.: Rarely required. CARRY: -up to 10 lbs.: Occasionally required. -11 to 25 lbs.: Rarely required. -26 to 50 lbs.: Not required. -over 50 lbs.: Not required. REACH: -above shoulder height: Occasionally required. -at shoulder height: Frequently required. -below shoulder height: Frequently required.	PUSH/PULL: Occasionally required. TWISTING: Occasionally required. BENDING: Frequently required. CRAWLING: Rarely required. SQUATTING: Rarely required. KNEELING: Rarely required. CROUCHING: Rarely required. CLIMBING: Occasionally required. BALANCING: Rarely required. GRASPING: Occasionally required. HANDLING: Occasionally required. TORQUING: Rarely required. FINGERING: Occasionally required.
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DURING AN 8 HOUR DAY, EMPLOYEE IS REQUIRED TO:

CONSECUTIVE HOURS: Sit: 2 hours Stand: 2 hours Walk: 1 hour	TOTAL HOURS: Sit: 4 hours Stand: 3 hours Walk: 1 hour
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COGNITIVE AND SENSORY REQUIREMENTS:

TALKING: Necessary for communicating with others. HEARING: Necessary for receiving instructions and information. SIGHT: Necessary for performing job effectively and correctly. TASTING & SMELLING: Necessary to detect fuel leaks, smoke, noxious odors, etc.
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TYPICAL WORK SURFACE(S): Standard office desk and chair; motor vehicles; table; customer service counter; clipboard; construction sites; asphalt, concrete, dirt, and gravel surfaces; carpet, tile, and wood floors; rough, wet, slippery terrain and surfaces.

TYPICAL CONTROLS USED: Computer; calculator; telephone; copy and facsimile machines; various hand tools and electrical testing equipment; mobile radio, and motor vehicle.

SUMMARY OF OCCUPATIONAL EXPOSURES: Exposure to outside environment including sunlight, extreme temperature (hot/cold); wind and rain; copier and printer toner. May work near moving or mechanical parts. May be exposed to risk of electrical shock. May be exposed to fumes or airborne particles, and toxic or caustic chemicals.

KNOWLEDGE, SKILL AND ABILITY REQUIREMENTS: Thorough knowledge of Building codes or related general construction codes, and a thorough knowledge of commercial and residential construction; some knowledge of plumbing, carpentry work, cement work, or mechanical systems. Ability to effectively inspect construction projects; discuss issues with owners and the general public; ability to read and understand complicated construction plans and blueprints; ability to communicate effectively orally and in writing.

EDUCATION/LICENSURE/CERTIFICATION REQUIREMENTS: High School diploma or GED equivalent and four (4) years of experience in general construction, OR any equivalent combination of education and experience. Maintain valid vehicle operator's license.

SPECIFIC VOCATIONAL PREPARATION/EXPERIENCE REQUIREMENT(S):

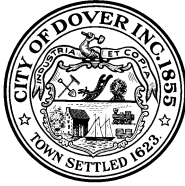
☐ 1. None.	☐ 6. 1 to 2 years.
☐ 2. Short demonstration up to 30 days.	☐ 7. 2 to 4 years.
☐ 3. 30-90 days.	☒ 8. 4-10 years.
☐ 4. 91-180 days.	☐ 9. Over 10 years.
☐ 5. 181 days to 1 year.	

OTHER CONSIDERATIONS AND REQUIREMENTS:

Candidates will be subjected to criminal and motor vehicle background checks. Required to take and pass a physical exam after a conditional offer of employment, and annually thereafter.

Classification Established: 8/1/85
Job Description Developed: 8/1/85
Revised: 5/14/15

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CITY OF DOVER, NEW HAMPSHIRE
Supplemental Position Description

Position: Building Maintenance Mechanic Classification-Series: Building Maintenance Mechanic Occupational Grouping: Labor & Trade Services Organizational Unit: Recreation Department	Position Control No: XX-XX-XX-XX FLSA Status: Non-Exempt, Regular FT 40 hrs/wk Union - Grade: DMEA - 13 Primary Job Location: Various City Facilities
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JOB SUMMARY: Performs general maintenance in and around the McConnell Center facility, assigned city buildings and/or recreation facilities.

ACCOUNTABILITY: Works under the general supervision of the Recreation Director and Facilities & Grounds Superintendent and may also receive direction from other department supervisors.

SUPERVISION EXERCISED: May provide instruction and lead assigned personnel in the completion of cleaning and maintenance activities as delegated by supervisor and/or department head.

TYPICAL EQUIPMENT USED: Telephone; computer, vacuum cleaner; floor buffer; various analog and digital measuring instruments; various hand and power tools; heating system and equipment; power mowers and trimmers; ladders and scaffolding; two-way radio and pager; passenger motor vehicles.

TYPICAL WORK ENVIRONMENT: Inside: %90% Outside: 10%

DUTIES AND RESPONSIBILITIES (Except as specifically noted, the following functions are considered essential to this position. The listed examples may not include all duties found in this class):

1. Empties trash receptacles in and around assigned buildings and transfers to disposal location.
2. Removes dirt, debris, snow and ice from walkways around assigned buildings.
3. Performs carpentry, electrical and plumbing repairs of a minor or routine nature.
4. Prepares and paints floors, walls and building fixtures.
5. Monitors condition of buildings and performance of equipment and components and alerts supervisor to maintenance needs and problems.
6. Monitors and adjusts computerized building environmental control systems.
7. Performs preventive maintenance and minor repairs and adjustments to heating, ventilating, and other equipment and systems.
8. Prepares and maintains forms and other records related to inspections, test, repairs and the cleaning and maintenance of assigned buildings.
9. Maintains security by monitoring and limiting access to buildings in accordance with established policies and procedures.
10. Maintains inventory of supplies and requisitions replacements and new supplies as needed.

11. Operates and maintains building/facility illumination and safety equipment.
12. Maintains confidentiality with regards to activities/situations and individuals encountered while completing work assignments (i.e. memoranda, interviews, evidence, etc.).
13. Establishes and maintains effective working relationships with employees, other departments and agencies, and the general public.
14. Maintains familiarity with and executes safe work procedures associated with assigned work.
15. Assists with other recreation and public works operations and projects including responding to and mitigating various man-made and natural emergencies, performing general maintenance of facilities, and assisting with City-wide snow removal efforts.
16. Assists with maintaining overall appearance and maintenance of facility.
17. Performs other related duties as assigned.

TYPICAL PHYSICAL ACTIVITY REQUIREMENTS:

LIFT: -up to 10 lbs.: Frequently required. -11 to 25 lbs.: Frequently required. -26 to 50 lbs.: Occasionally required. -over 50 lbs.: Rarely required. Assistance may be available. CARRY: -up to 10 lbs.: Frequently required. -11 to 25 lbs.: Frequently required. -26 to 50 lbs.: Occasionally required. -over 50 lbs.: Rarely required. Assistance may be available. REACH: -above shoulder height: Occasionally required. -at shoulder height: Frequently required. -below shoulder height: Frequently required.	PUSH/PULL: Frequently required. TWISTING: Frequently required. BENDING: Frequently required. CRAWLING: Rarely required. SQUATTING: Occasionally required. KNEELING: Occasionally required. CROUCHING: Occasionally required. CLIMBING: Frequently required. BALANCING: Rarely required. GRASPING: Frequently required. HANDLING: Frequently required. TORQUING: Frequently required. FINGERING: Occasionally required.
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DURING AN 8 HOUR DAY, EMPLOYEE IS REQUIRED TO:

CONSECUTIVE HOURS: Sit: <1 hours Stand: 1 hour Walk: 2 hour	TOTAL HOURS: Sit: 1 hours Stand: 4 hour Walk: 3 hour
--	--

COGNITIVE AND SENSORY REQUIREMENTS:

TALKING: Necessary for communicating with others. HEARING: Necessary for receiving instructions and information. SIGHT: Necessary for performing job effectively. TASTING & SMELLING: Necessary for detecting noxious odors and fumes.

TYPICAL WORK SURFACE(S): Service counter; tables; computer work stations; carpet, tile, concrete and wood floors; ladders, stairs and scaffolding; outside surfaces including flat, sloped and uneven ground.

TYPICAL CONTROLS USED: Telephone; automated and manual measuring/location devices; test kits and

monitoring equipment; radio/pager; motor vehicle; electronic, mechanical and hydraulic controls.

SUMMARY OF OCCUPATIONAL EXPOSURES: May be exposed to fumes, airborne particles, pathogens, and toxic or caustic chemicals. Some exposure to outside environment including sunlight, extreme temperature (hot/cold), wind and rain;. Work may be near moving or mechanical parts and on or around electrical equipment.

KNOWLEDGE, SKILL AND ABILITY REQUIREMENTS: Some knowledge of methods, materials, and equipment used in custodial and grounds maintenance work. Some knowledge of general building repair and facility maintenance practices. Ability to follow written and oral instruction. Physical ability and stamina to perform required work. Ability to complete required forms and maintain accurate records. Ability to establish and maintain effective working relationships with employees, other agencies and the general public. Computer skills and technical knowledge related to HVAC system operations and controls, understanding of mechanical and electrical systems and ability to do minor repairs including small engine repair, mechanical, and electrical.

EDUCATION/LICENSURE/CERTIFICATION REQUIREMENTS: Minimum High School diploma or equivalent. Must maintain a valid motor vehicle operator license.

SPECIFIC VOCATIONAL PREPARATION/EXPERIENCE REQUIREMENT(S):

☐ 1. None.	☒ 6. 1 to 2 years.
☐ 2. Short demonstration up to 30 days.	☐ 7. 2 to 4 years.
☐ 3. 30-90 days.	☐ 8. 4-10 years.
☐ 4. 91-180 days.	☐ 9. Over 10 years.
☐ 5. 181 days to 1 year.	

OTHER CONSIDERATIONS AND REQUIREMENTS: The minimum requirements listed above may be satisfied by having any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills and abilities.

Classification Established: 7/1/96
Job Description Developed: 7/1/96
Revised: 1/23/98; 8/26/14

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APPENDIX C**Begins October 1, 2014**

FY15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade 1	7.64	7.85	8.06	8.28	8.73	8.97	9.22	9.47	9.72	10.26	10.54	10.83
Grade 2	8.02	8.24	8.47	8.69	9.17	9.42	9.68	9.94	10.21	10.77	11.06	11.37
Grade 3	8.43	8.65	8.89	9.13	9.63	9.90	10.17	10.44	10.72	11.32	11.62	11.94
Grade 4	8.85	9.08	9.33	9.58	10.11	10.38	10.67	10.96	11.25	11.88	12.20	12.52
Grade 5	9.29	9.54	9.80	10.06	10.62	10.91	11.20	11.51	11.81	12.46	12.80	13.15
Grade 6	9.76	10.02	10.30	10.58	11.15	11.45	11.77	12.08	12.41	13.10	13.45	13.82
Grade 7	10.24	10.52	10.80	11.09	11.71	12.02	12.35	12.68	13.03	13.74	14.11	14.50
Grade 8	10.75	11.04	11.34	11.65	12.30	12.63	12.97	13.33	13.69	14.44	14.83	15.23
Grade 9	11.29	11.60	11.91	12.24	12.91	13.26	13.62	13.99	14.37	15.16	15.57	16.00
Grade 10	11.86	12.17	12.50	12.84	13.54	13.92	14.30	14.68	15.08	15.91	16.34	16.79
Grade 11	12.45	12.79	13.14	13.49	14.23	14.62	15.02	15.42	15.84	16.71	17.16	17.63
Grade 12	13.07	13.42	13.79	14.16	14.95	15.35	15.77	16.19	16.63	17.55	18.03	18.51
Grade 13	13.72	14.10	14.48	14.87	15.69	16.12	16.55	17.01	17.47	18.43	18.92	19.44
Grade 14	14.42	14.81	15.20	15.61	16.48	16.92	17.39	17.85	18.33	19.34	19.87	20.40
Grade 15	15.14	15.54	15.97	16.40	17.30	17.77	18.25	18.75	19.25	20.31	20.86	21.42
Grade 16	15.89	16.33	16.77	17.22	18.17	18.66	19.17	19.68	20.22	21.33	21.91	22.51
Grade 17	16.68	17.13	17.60	18.08	19.08	19.59	20.13	20.67	21.23	22.40	23.01	23.63
Grade 18	17.52	17.99	18.48	18.98	20.02	20.57	21.13	21.69	22.29	23.50	24.14	24.80
Grade 19	18.40	18.89	19.41	19.93	21.02	21.60	22.18	22.78	23.40	24.68	25.35	26.04
Grade 20	19.31	19.84	20.37	20.92	22.07	22.67	23.29	23.92	24.58	25.93	26.63	27.35
Grade 21	20.28	20.83	21.39	21.97	23.19	23.81	24.46	25.12	25.80	27.22	27.96	28.73
Grade 22	21.30	21.88	22.46	23.07	24.34	25.01	25.68	26.38	27.09	28.58	29.36	30.16
Grade 23	22.36	22.97	23.59	24.23	25.55	26.25	26.97	27.70	28.45	30.01	30.83	31.66
Grade 24	23.48	24.12	24.77	25.44	26.84	27.56	28.31	29.08	29.87	31.51	32.36	33.25
Grade 25	24.65	25.32	26.00	26.71	28.17	28.94	29.73	30.53	31.36	33.08	33.98	34.91
Grade 26	25.87	26.57	27.30	28.04	29.58	30.39	31.21	32.05	32.93	34.73	35.68	36.65
Grade 27	27.17	27.91	28.66	29.45	31.06	31.91	32.77	33.66	34.58	36.47	37.47	38.48
Grade 28	28.53	29.30	30.10	30.92	32.62	33.50	34.41	35.34	36.30	38.30	39.34	40.41
Grade 29	29.96	30.77	31.61	32.47	34.25	35.17	36.13	37.11	38.12	40.22	41.31	42.44
Grade 30	31.47	32.31	33.20	34.09	35.97	36.95	37.95	38.98	40.03	42.23	43.37	44.56
Grade 31	33.03	33.93	34.86	35.79	37.76	38.79	39.84	40.92	42.03	44.34	45.55	46.78
Grade 32	34.69	35.63	36.60	37.58	39.66	40.73	41.83	42.97	44.14	46.56	47.82	49.12
Grade 33	36.42	37.41	38.42	39.47	41.63	42.77	43.93	45.11	46.34	48.88	50.21	51.58
Grade 34	38.24	39.28	40.35	41.44	43.71	44.91	46.12	47.37	48.66	51.34	52.73	54.16
Grade 35	40.16	41.24	42.36	43.51	45.91	47.14	48.43	49.74	51.09	53.90	55.36	56.87
Grade 36	42.16	43.30	44.48	45.69	48.19	49.50	50.85	52.23	53.64	56.59	58.12	59.71
Grade 37	44.27	45.47	46.70	47.97	50.60	51.98	53.40	54.84	56.33	59.42	61.04	62.70
Grade 38	46.48	47.74	49.04	50.37	53.14	54.58	56.06	57.58	59.14	62.40	64.09	65.83
Grade 39	48.81	50.13	51.49	52.89	55.80	57.31	58.86	60.46	62.10	65.51	67.29	69.12
Grade 40	51.25	52.64	54.06	55.54	58.59	60.17	61.81	63.48	65.20	68.78	70.66	72.57

APPENDIX B**Begins October 1, 2014**

FY15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade 1	7.64	7.99	8.35	8.73	9.12	9.52	9.96	10.40	10.50	10.61	10.72	10.82
Grade 2	8.02	8.39	8.76	9.16	9.58	9.99	10.45	10.92	11.03	11.14	11.25	11.37
Grade 3	8.42	8.81	9.20	9.62	10.05	10.50	10.98	11.47	11.59	11.70	11.82	11.94
Grade 4	8.84	9.25	9.67	10.10	10.56	11.03	11.53	12.04	12.16	12.28	12.40	12.52
Grade 5	9.29	9.71	10.15	10.60	11.08	11.58	12.10	12.64	12.76	12.89	13.02	13.15
Grade 6	9.76	10.19	10.65	11.13	11.63	12.15	12.70	13.28	13.41	13.55	13.68	13.82
Grade 7	10.24	10.70	11.19	11.68	12.22	12.77	13.34	13.93	14.07	14.21	14.35	14.50
Grade 8	10.75	11.24	11.75	12.27	12.82	13.40	14.01	14.64	14.79	14.93	15.08	15.23
Grade 9	11.29	11.80	12.34	12.89	13.46	14.08	14.70	15.37	15.53	15.68	15.84	16.00
Grade 10	11.85	12.39	12.95	13.53	14.14	14.77	15.44	16.13	16.29	16.45	16.62	16.79
Grade 11	12.45	13.02	13.59	14.21	14.85	15.52	16.21	16.94	17.11	17.28	17.45	17.63
Grade 12	13.07	13.66	14.27	14.91	15.59	16.29	17.02	17.79	17.97	18.15	18.33	18.51
Grade 13	13.72	14.34	14.99	15.66	16.37	17.11	17.87	18.68	18.87	19.06	19.25	19.44
Grade 14	14.42	15.06	15.74	16.44	17.19	17.96	18.77	19.61	19.81	20.00	20.20	20.41
Grade 15	15.14	15.82	16.52	17.27	18.04	18.86	19.70	20.59	20.80	21.01	21.22	21.43
Grade 16	15.89	16.60	17.35	18.13	18.94	19.81	20.70	21.62	21.84	22.06	22.28	22.50
Grade 17	16.68	17.44	18.22	19.03	19.90	20.79	21.73	22.71	22.94	23.17	23.40	23.63
Grade 18	17.52	18.30	19.13	19.99	20.89	21.83	22.82	23.84	24.07	24.31	24.56	24.80
Grade 19	18.39	19.22	20.08	21.00	21.94	22.92	23.95	25.03	25.28	25.53	25.78	26.04
Grade 20	19.31	20.19	21.09	22.04	23.04	24.07	25.16	26.28	26.54	26.81	27.08	27.35
Grade 21	20.28	21.19	22.15	23.14	24.19	25.27	26.41	27.60	27.88	28.16	28.44	28.72
Grade 22	21.30	22.25	23.25	24.29	25.39	26.53	27.73	28.98	29.27	29.56	29.85	30.15
Grade 23	22.36	23.36	24.41	25.51	26.66	27.86	29.12	30.43	30.73	31.04	31.35	31.66
Grade 24	23.48	24.53	25.64	26.79	28.00	29.25	30.57	31.95	32.27	32.59	32.91	33.24
Grade 25	24.65	25.76	26.92	28.13	29.40	30.72	32.10	33.54	33.88	34.22	34.56	34.90
Grade 26	25.88	27.05	28.27	29.54	30.86	32.26	33.70	35.22	35.57	35.92	36.28	36.65
Grade 27	27.17	28.40	29.68	31.02	32.40	33.87	35.39	36.98	37.35	37.73	38.10	38.48
Grade 28	28.53	29.81	31.16	32.56	34.03	35.56	37.17	38.83	39.22	39.61	40.00	40.40
Grade 29	29.96	31.31	32.72	34.20	35.73	37.34	39.02	40.78	41.18	41.60	42.01	42.43
Grade 30	31.46	32.88	34.35	35.90	37.52	39.21	40.97	42.82	43.25	43.68	44.12	44.56
Grade 31	33.04	34.52	36.08	37.70	39.40	41.17	43.02	44.96	45.41	45.86	46.32	46.78
Grade 32	34.69	36.25	37.88	39.58	41.37	43.23	45.17	47.20	47.68	48.15	48.64	49.12
Grade 33	36.42	38.06	39.77	41.56	43.43	45.39	47.43	49.56	50.06	50.56	51.07	51.58
Grade 34	38.24	39.96	41.76	43.64	45.61	47.66	49.80	52.04	52.56	53.09	53.62	54.16
Grade 35	40.15	41.96	43.85	45.82	47.89	50.04	52.29	54.65	55.19	55.74	56.30	56.86
Grade 36	42.16	44.06	46.04	48.11	50.28	52.54	54.91	57.38	57.95	58.53	59.12	59.71
Grade 37	44.27	46.26	48.34	50.52	52.79	55.17	57.65	60.25	60.85	61.46	62.07	62.69
Grade 38	46.48	48.58	50.76	53.05	55.43	57.93	60.53	63.26	63.89	64.53	65.18	65.83
Grade 39	48.81	51.00	53.30	55.70	58.21	60.82	63.56	66.42	67.09	67.76	68.43	69.12
Grade 40	51.25	53.56	55.97	58.48	61.12	63.87	66.74	69.74	70.44	71.14	71.86	72.57

APPENDIX C Begins July 1, 2015

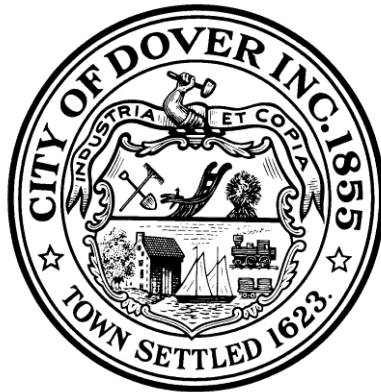
FY16	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade 1	7.83	8.04	8.27	8.49	8.95	9.20	9.45	9.70	9.97	10.52	10.80	11.10
Grade 2	8.22	8.45	8.68	8.91	9.40	9.66	9.92	10.19	10.46	11.04	11.34	11.66
Grade 3	8.64	8.87	9.11	9.35	9.87	10.15	10.42	10.71	10.99	11.60	11.91	12.24
Grade 4	9.07	9.31	9.57	9.82	10.37	10.64	10.94	11.23	11.53	12.17	12.50	12.84
Grade 5	9.52	9.78	10.04	10.31	10.88	11.18	11.48	11.79	12.11	12.77	13.12	13.48
Grade 6	10.01	10.27	10.56	10.84	11.43	11.74	12.07	12.38	12.72	13.43	13.79	14.17
Grade 7	10.49	10.78	11.07	11.37	12.00	12.32	12.66	13.00	13.36	14.08	14.46	14.86
Grade 8	11.02	11.32	11.62	11.94	12.61	12.94	13.29	13.66	14.03	14.80	15.20	15.61
Grade 9	11.57	11.89	12.20	12.54	13.23	13.59	13.96	14.34	14.73	15.54	15.96	16.40
Grade 10	12.15	12.48	12.82	13.17	13.88	14.26	14.65	15.04	15.46	16.31	16.74	17.21
Grade 11	12.76	13.11	13.47	13.83	14.59	14.98	15.39	15.80	16.24	17.12	17.59	18.07
Grade 12	13.40	13.76	14.14	14.52	15.32	15.73	16.16	16.60	17.05	17.99	18.48	18.97
Grade 13	14.06	14.45	14.84	15.25	16.08	16.52	16.97	17.43	17.91	18.89	19.39	19.92
Grade 14	14.78	15.18	15.58	16.01	16.89	17.35	17.82	18.30	18.79	19.83	20.37	20.91
Grade 15	15.52	15.93	16.36	16.81	17.74	18.21	18.71	19.21	19.73	20.82	21.38	21.96
Grade 16	16.29	16.73	17.19	17.65	18.62	19.13	19.65	20.18	20.72	21.86	22.46	23.07
Grade 17	17.09	17.56	18.04	18.53	19.55	20.08	20.63	21.19	21.76	22.96	23.59	24.22
Grade 18	17.96	18.44	18.94	19.46	20.52	21.08	21.65	22.23	22.85	24.09	24.75	25.42
Grade 19	18.86	19.36	19.89	20.43	21.55	22.14	22.73	23.35	23.99	25.30	25.98	26.69
Grade 20	19.80	20.33	20.88	21.44	22.62	23.24	23.87	24.51	25.19	26.57	27.29	28.03
Grade 21	20.79	21.35	21.93	22.52	23.76	24.41	25.07	25.75	26.45	27.90	28.66	29.44
Grade 22	21.83	22.42	23.03	23.65	24.95	25.63	26.32	27.04	27.77	29.30	30.09	30.91
Grade 23	22.92	23.54	24.18	24.83	26.19	26.91	27.64	28.39	29.16	30.76	31.60	32.45
Grade 24	24.07	24.73	25.39	26.08	27.51	28.25	29.02	29.80	30.62	32.30	33.17	34.08
Grade 25	25.26	25.95	26.65	27.38	28.87	29.67	30.47	31.29	32.15	33.91	34.83	35.78
Grade 26	26.52	27.24	27.98	28.74	30.32	31.14	31.99	32.85	33.75	35.60	36.57	37.56
Grade 27	27.85	28.61	29.38	30.18	31.84	32.71	33.59	34.50	35.44	37.38	38.41	39.44
Grade 28	29.24	30.04	30.85	31.69	33.44	34.33	35.27	36.22	37.20	39.25	40.32	41.42
Grade 29	30.71	31.54	32.40	33.28	35.10	36.05	37.04	38.04	39.07	41.23	42.35	43.50
Grade 30	32.25	33.12	34.03	34.95	36.87	37.87	38.89	39.95	41.03	43.29	44.46	45.67
Grade 31	33.86	34.78	35.73	36.69	38.70	39.76	40.84	41.94	43.09	45.45	46.69	47.95
Grade 32	35.56	36.52	37.51	38.52	40.65	41.74	42.87	44.05	45.24	47.72	49.02	50.35
Grade 33	37.33	38.34	39.38	40.46	42.67	43.83	45.03	46.24	47.50	50.11	51.47	52.87
Grade 34	39.20	40.27	41.35	42.47	44.81	46.03	47.28	48.55	49.87	52.62	54.04	55.51
Grade 35	41.16	42.27	43.42	44.59	47.05	48.32	49.64	50.98	52.37	55.25	56.75	58.29
Grade 36	43.21	44.38	45.59	46.83	49.40	50.74	52.12	53.54	54.98	58.00	59.58	61.20
Grade 37	45.38	46.61	47.87	49.17	51.87	53.28	54.73	56.21	57.74	60.91	62.56	64.26
Grade 38	47.65	48.93	50.26	51.63	54.47	55.94	57.46	59.02	60.62	63.96	65.69	67.47
Grade 39	50.03	51.38	52.78	54.21	57.19	58.74	60.34	61.97	63.65	67.15	68.97	70.85
Grade 40	52.53	53.96	55.42	56.93	60.05	61.68	63.36	65.07	66.83	70.50	72.42	74.38

APPENDIX C Begins July 1, 2016

FY17	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade 1	8.03	8.25	8.47	8.70	9.18	9.43	9.69	9.94	10.22	10.78	11.07	11.37
Grade 2	8.43	8.66	8.90	9.13	9.63	9.90	10.17	10.44	10.72	11.32	11.62	11.95
Grade 3	8.85	9.09	9.34	9.59	10.12	10.40	10.68	10.97	11.27	11.89	12.21	12.54
Grade 4	9.30	9.54	9.80	10.06	10.63	10.91	11.21	11.51	11.82	12.48	12.81	13.16
Grade 5	9.76	10.02	10.29	10.57	11.16	11.46	11.76	12.09	12.41	13.09	13.45	13.82
Grade 6	10.26	10.53	10.82	11.11	11.72	12.03	12.37	12.69	13.04	13.76	14.13	14.52
Grade 7	10.76	11.05	11.35	11.65	12.30	12.63	12.97	13.32	13.69	14.44	14.83	15.24
Grade 8	11.30	11.60	11.91	12.24	12.92	13.27	13.62	14.00	14.38	15.17	15.58	16.00
Grade 9	11.86	12.18	12.51	12.86	13.56	13.93	14.31	14.70	15.10	15.93	16.36	16.81
Grade 10	12.46	12.79	13.14	13.49	14.23	14.62	15.02	15.42	15.84	16.72	17.16	17.64
Grade 11	13.08	13.44	13.81	14.18	14.96	15.36	15.78	16.20	16.64	17.55	18.03	18.53
Grade 12	13.73	14.10	14.49	14.88	15.70	16.12	16.57	17.01	17.48	18.44	18.94	19.45
Grade 13	14.41	14.81	15.21	15.63	16.48	16.94	17.39	17.87	18.35	19.36	19.88	20.42
Grade 14	15.15	15.56	15.97	16.41	17.31	17.78	18.27	18.75	19.26	20.32	20.87	21.44
Grade 15	15.91	16.33	16.77	17.23	18.18	18.67	19.18	19.70	20.23	21.34	21.91	22.51
Grade 16	16.70	17.15	17.62	18.09	19.09	19.61	20.14	20.68	21.24	22.41	23.02	23.64
Grade 17	17.52	18.00	18.49	18.99	20.04	20.58	21.15	21.72	22.30	23.54	24.18	24.82
Grade 18	18.41	18.91	19.41	19.94	21.04	21.61	22.19	22.79	23.42	24.69	25.37	26.06
Grade 19	19.33	19.85	20.39	20.94	22.09	22.69	23.30	23.94	24.59	25.93	26.63	27.36
Grade 20	20.29	20.84	21.40	21.98	23.19	23.82	24.47	25.13	25.82	27.24	27.97	28.73
Grade 21	21.31	21.88	22.48	23.08	24.36	25.02	25.70	26.39	27.11	28.60	29.38	30.18
Grade 22	22.38	22.98	23.60	24.24	25.57	26.27	26.98	27.71	28.46	30.03	30.84	31.69
Grade 23	23.49	24.13	24.78	25.45	26.85	27.58	28.33	29.10	29.89	31.53	32.39	33.27
Grade 24	24.67	25.34	26.03	26.73	28.20	28.96	29.75	30.55	31.38	33.10	34.00	34.93
Grade 25	25.90	26.60	27.31	28.06	29.60	30.41	31.23	32.07	32.95	34.76	35.70	36.67
Grade 26	27.18	27.92	28.68	29.46	31.08	31.92	32.79	33.68	34.60	36.49	37.49	38.50
Grade 27	28.55	29.33	30.12	30.94	32.64	33.52	34.43	35.36	36.33	38.32	39.37	40.43
Grade 28	29.98	30.79	31.62	32.49	34.27	35.19	36.15	37.13	38.13	40.23	41.33	42.45
Grade 29	31.48	32.32	33.21	34.11	35.98	36.96	37.96	38.99	40.05	42.26	43.40	44.58
Grade 30	33.06	33.95	34.88	35.82	37.79	38.82	39.87	40.95	42.05	44.37	45.57	46.81
Grade 31	34.70	35.65	36.62	37.60	39.67	40.75	41.86	42.99	44.16	46.59	47.85	49.15
Grade 32	36.45	37.43	38.45	39.49	41.66	42.79	43.95	45.15	46.37	48.91	50.24	51.61
Grade 33	38.26	39.30	40.36	41.47	43.74	44.93	46.15	47.40	48.69	51.36	52.75	54.19
Grade 34	40.18	41.27	42.39	43.53	45.93	47.18	48.46	49.77	51.12	53.93	55.39	56.90
Grade 35	42.19	43.33	44.51	45.71	48.23	49.53	50.88	52.26	53.67	56.63	58.17	59.75
Grade 36	44.29	45.49	46.73	48.00	50.63	52.01	53.43	54.88	56.36	59.45	61.07	62.73
Grade 37	46.51	47.78	49.06	50.40	53.17	54.62	56.10	57.61	59.18	62.43	64.13	65.87
Grade 38	48.84	50.16	51.52	52.92	55.83	57.34	58.90	60.49	62.14	65.56	67.33	69.16
Grade 39	51.28	52.67	54.10	55.57	58.62	60.21	61.84	63.52	65.24	68.82	70.70	72.62
Grade 40	53.85	55.31	56.80	58.35	61.55	63.22	64.94	66.69	68.50	72.27	74.24	76.24

MERIT PLAN

CITY OF DOVER
New Hampshire



Submitted by

J. Michael Joyal, Jr
City Manager

Effective ~~December 10, 2014~~ May 27, 2015

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MERIT PLAN OF THE CITY OF DOVER, NH

ARTICLE I. PURPOSE

It is the purpose of this Merit Plan to give effect to the provisions of the Dover, New Hampshire City Charter. The rules and regulations that comprise the Merit Plan and are contained herein shall be applied in accordance with the purpose of section C7-2 of the City Charter, which is interpreted and declared to be as follows:

- Section 1: To provide for an efficient system of modern personnel administration based on the principles of merit and designed to ensure sound and consistent employment practices.
- Section 2: To provide for the selection, appointment, promotion, training, transfer, lay off, discipline, and removal of City of Dover employees on the basis of merit.
- Section 3: To provide for a position classification system within the Administrative Service of the City, to be known as the Classification Plan.
- Section 4: To provide for a compensation system for City of Dover employees holding positions in the Classified Service of the City, to be known as the Pay Plan.
- Section 5: To provide for City of Dover employees a definite policy regarding annual leave, personal illness leave, and other leaves of absence.
- Section 6: To provide for City of Dover employees a definite policy regarding eligibility for participation in a retirement plan and other benefits.
- Section 7: To provide for City of Dover employees a procedure for appeals related to the application of these rules and regulations.
- Section 8: To provide for other matters necessary to ensure the maintenance of efficient service and the improvement of working conditions.

ARTICLE II. AMENDMENT OF MERIT PLAN

The City Manager may amend the rules and regulations contained within this Merit Plan from time to time as deemed suitable and necessary to carry out the provisions of the City Charter by submission of such amendments to the City Council. An amendment shall become effective pursuant to the provisions of the Dover City Charter C7-2. The Classification Plan and the Pay Plan are appended to and made a part of this Merit Plan. All amendments to the Classification Plan and all amendments to the Pay Plan shall become effective only after approval of the Dover City Council through the use of the procedure contained in Dover City Charter C7-2

ARTICLE III. DEFINITIONS

For the purpose of the rules and regulations contained herein, the following words and terms shall have the meaning indicated below:

- Definition 1: ADMINISTRATIVE SERVICE shall mean the entire body of employees holding positions in the Classified Service, all of whom serve under the appointive powers of the City Manager and/or department heads.
- Definition 2: APPOINTING AUTHORITY shall mean the City Manager or department head, who shall have the authority to hire and/or terminate the employment of persons for the City of Dover in accordance with the duties and powers conferred by the City Charter and these rules and regulations.
- Definition 3: APPOINTMENT shall mean the selection and hiring by the Appointing Authority of a person to fill a position in the Classified Service of the City. Appointments shall be of the following types: Original, Temporary, Re-Employment, Transfer, Promotion, Demotion.
- Definition 4: CLASSIFICATION, OR CLASS OF POSITIONS shall mean a position or grouping of positions in the Classified Service of the City having similar duties and responsibilities and requiring similar qualifications.
- Definition 5: CLASSIFICATION PLAN shall mean the overall organization of positions into groups or classes on the basis of the duties and responsibilities of the position and knowledge, skill and ability necessary for adequate performance of the essential functions of the position.
- Definition 6: CLASSIFIED SERVICE shall mean the collection of all full-time and part-time positions included in the Classification Plan of the City which are subject to the appointing authority of the City Manager and/or department heads.
- Definition 7: DEMOTION shall mean a change of the employment status of an employee from a position in one class to a position in another class having a lower maximum salary rate.
- Definition 8: DISCRETIONARY AND PROFESSIONAL SERVICE shall mean department heads or other employees who are immediate subordinates and report directly to the City Manager. Such employees are particularly qualified and regularly and routinely as part of their duties, exercise discretion and judgment over the performance of their functions. These employees are considered part of the Classified Service, but shall not always be subject to all provisions of the Merit Plan. As such, for the purposes of recruitment and retention of this type of personnel, the City Manager may provide these employees with additional benefits or incentives. The City Manager may enter into employment and severance agreements with employees who are members of the Discretionary and Professional Service. A Resolution for each agreement shall be placed as a separate item on the next regular Council agenda prior to the execution of the agreement by the City Manager. The proposed written agreement shall be available to the Council and to the public. The City Council shall review and approve or disapprove the cost items of all employment and severance agreements at the first available regular council meeting or within thirty (30) days whichever is less. Persons employed as part of the Discretionary and Professional Service shall be appointed by reason of their particular training and experience as determined by the City Manager to be the best qualified and available person for the job. Such persons shall not necessarily be appointed or promoted according to standard promotional procedures as applicable for all

other employees of the Classified Service. Discretionary and Professional Service employees shall receive a salary in compensation for their services rendered, irrespective of their regular hours of employment. Discretionary and Professional Service employees shall include, but not necessarily be limited to the Assistant City Manager, City Attorney, City Clerk and the department heads or other administrative staff as may be defined in the Administrative Code.

- Definition 9: EMPLOYEE shall mean any person who has been appointed to a position in the Classified Service of the City in accordance with the provisions of the City Charter and these rules and regulations.
- Definition 10: ENTRANCE EXAMINATION shall mean a standard examination which may be given to all applicants for appointment to a position in the Classified Service of the City, to determine their general qualification for service with respect to the particular position for which they are applying.
- Definition 11: HOURLY EMPLOYEE shall be any employee compensated for each hour of work performed at an hourly rate as stipulated in the Pay Plan of the City of Dover for their particular position and pay step. Hourly employees are Fair Labor Standards Act non-exempt employees and are distinguished from salaried employees.
- Definition 12: ORIGINAL APPOINTMENT shall mean the appointment of a person having never been previously employed by the City to a position in the Classified Service of the City.
- Definition 13: PROBATIONARY PERIOD shall mean an evaluation period following appointment to a position in the Classified Service of the City which shall be utilized as fully as possible to determine the ability of the employee to satisfactorily fulfill the requirements of the position to which they were appointed. All employees appointed to positions in the Classified Service whose employment is intended to exceed four (4) months in a single calendar year shall be subject to a probationary period.
- Definition 14: PROMOTION shall mean a change of the employment status of an employee from a position in one class to a position in another class having a higher maximum salary rate.
- Definition 15: PROMOTIONAL EXAMINATION shall mean a qualifying examination which may be given to all applicants for appointment to a higher classified position in the Classified Service of the City, to determine their general qualification for service with respect to the particular position for which they are applying.
- Definition 16: PROVISIONAL APPOINTMENT shall mean a non-competitive appointment of a person to a position in the Classified Service of the City made on a temporary basis pending the completion of a selection and appointment process.
- Definition 17: RE-EMPLOYMENT shall mean the appointment of a person having been previously employed by the City to a position in the Classified Service of the City.
- Definition 18: REGULAR FULL-TIME EMPLOYEE shall mean an employee who works more than thirty- two (32) per week for twelve (12) or more consecutive

calendar months in any position classification included in the Classification Plan of the City.

- Definition 19: REGULAR PART-TIME EMPLOYEE shall mean an employee who works thirty-two (32) hours or less per week and who is retained to work twelve (12) or more consecutive calendar months in any position classification included in the Classification Plan of the City.
- Definition 20: SALARIED EMPLOYEE shall be any employee receiving a salary as stipulated in the Pay Plan of the City of Dover for their particular position and pay step as compensation for their services rendered, irrespective of their regular hours of employment. Salaried employees are Fair Labor Standards Act exempt employees and are distinguished from hourly employees.
- Definition 21: SEASONAL OR TEMPORARY FULL-TIME EMPLOYEE shall mean an employee who works more than thirty-two (32) hours per week for less than twelve (12) consecutive calendar months in any position classification included in the Classification Plan of the City.
- Definition 22: SEASONAL OR TEMPORARY PART-TIME EMPLOYEE shall mean an employee who works thirty-two (32) hours or less per week for less than twelve (12) consecutive calendar months in any position classification included in the Classification Plan of the City.
- Definition 23: TRANSFER shall mean a change of the employment status of an employee from a position in one class to a position in another class having an equal maximum salary rate.

ARTICLE IV. IMPLEMENTATION AND ADMINISTRATION

- Section 1: Status of Present Employees: Any person holding a position of employment in the City's service, upon the adoption and subsequent amendment of these rules and regulations, shall assume the status of the position held, and shall be presumed to have been appointed in accordance with the rules and regulations contained herein.
- Section 2: Personnel Officer: The City Manager shall be the Personnel Officer of the City of Dover, except as he/she may delegate such duties to another specific individual. Further, the City Manager may delegate limited aspects of the personnel function to other officers, department heads, or agents of the City. Duties of the Personnel Officer shall include the administration of all rules and regulations contained herein.
- Section 3: Applicability: The Merit Plan rules and regulations apply to all employees in the Classified Service of the City except, however, certain parts of these rules and regulations shall be superseded by any conflicting provision contained within an agreement executed pursuant to State Statute between the City of Dover and an authorized employee bargaining unit whose wages, benefits and conditions of employment are embodied in such agreement.
- Section 4: Regulatory Compliance: The City Manager shall have the authority to establish Administrative Regulations and such other administrative policies and procedures consistent with the intent and purpose of the Merit Plan as may be necessary to ensure ongoing compliance with federal and/or state employment

regulations. The City Manager shall notify the City Council of proposed changes and shall provide the City Council with a written copy of the regulations and policies by placing a copy in the City Clerk's office.

ARTICLE V. CLASSIFICATION PLAN

- Section 1: There shall be a Classification Plan for all positions of service in the City. For each class of positions within the City, this Plan shall establish a class title, a statement of purpose and general duties, authority and responsibility thereof, and the qualifications necessary or desirable for the satisfactory performance of the duties of said class. Any changes shall be approved by the City Council pursuant to the procedure stated in the City Charter C 7-2.
- Section 2: In maintaining the Classification Plan, the Personnel Officer shall approve and allocate to its appropriate class each position to be included in the Classified Service. In making such allocations, the Personnel Officer shall administer and provide for the uniform and equitable application of the Classification Plan to all positions of service in the City.
- Section 3: The class titles set forth in the Classification Plan shall be used to designate positions in the Classified Service of the City in all official records, vouchers and communications, and no person shall be appointed or employed in a position in the Classified Service under any class title which has not been first approved and allocated by the Personnel Officer. This requirement shall not exclude the use of statutory or working titles that may be used informally as appropriate or expedient.

ARTICLE VI. PAY PLAN

- Section 1: The Personnel Officer shall be responsible for the development and maintenance of a uniform and equitable Pay Plan, which shall consist of minimum and maximum rates of pay for each class of position and such intermediate steps or increments as considered necessary and equitable. Any changes shall be approved by the City Council pursuant to the procedures stated in the City Charter C7-2.
- Section 2: The Pay Plan shall be linked directly with the Classification Plan and shall be established and amended with due regard to ranges of pay for each class of positions; requisite qualifications for each class; prevailing rates of pay for comparable work in other private and public employment within the Dover area, or other comparable municipalities; cost of living factors; suggestions from department heads; other benefits received by employees; the financial condition of the City; and other economic considerations.
- Section 3: The compensation of each employee shall be reviewed annually by the City Manager and/or each department head for the purpose of determining which employee shall receive a wage adjustment. Wage adjustments shall mean an increase in the rate of pay, which will result in a move to the next higher step or increment of the established wage scale for the particular position of employment. Said increases in rate of pay shall be made in conjunction with the employee's annual performance evaluation, and shall be awarded on the

~~anniversary date of the employee's appointment to their current position~~
~~first day of the pay period immediately following July 1st of the fiscal year after~~
~~completion of the respective performance evaluation.~~

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- Section 4: Wage increases shall be based upon merit. An annual performance appraisal shall be completed for each employee by their supervisor(s) relating generally to their work habits, performance, and other related factors. Employees found to be performing satisfactorily by their supervisor(s) shall be recommended for a wage adjustment to the next higher pay step or increment on an annual basis. The performance review shall be made in order that employees who perform satisfactorily shall be rewarded, thus providing incentive for continued efficient work. All personnel records, including an annual performance evaluation, tardiness, and absences from work, and length of service to the City, shall be considered when making recommendations for wage adjustments.
- Section 5: All other pay increases received by employees shall be limited to salary adjustments or increases in the Pay Plan itself as a result of those adjustments considered necessary and equitable.

ARTICLE VII. RECRUITMENT AND APPOINTMENT

- Section 1: Equal Employment Opportunity: Individuals shall be selected for employment with the City from the best qualified persons applying for said employment without discrimination as to sex, age, race, color, national origin, creed, religion, political affiliations or any other non-merit based factors; preference being given to citizens of the City of Dover when all other qualifications are equal.
- Section 2: Recruitment: Within the limits of time during which a position must be filled, there shall be as wide a search for qualified candidates as is practical. The character of such search will vary from position to position, but normally shall include posting of notices of vacancy, advertising, and contact with State and other employment offices.
- Section 3: Selection: After completing all candidate evaluation procedures as the Appointing Authority may determine as relevant, necessary, and within the limits of the law, selection shall be made by the Appointing Authority from among those persons who have qualified for appointment.
- Section 4: Promotion: Present employees shall be given maximum opportunity for advancement in the service of the City. Present employees shall be given first consideration in filling a vacancy and shall be afforded training opportunities to qualify for promotion. It is recognized that from time to time, the good of the service may require that a vacancy be filled from outside the current service of the City.
- Section 5: Probation: The probationary period shall be regarded as an integral part of the appointment process and shall be utilized for closely observing an employee's work, ensuring the most effective adjustment of a new employee to his/her position, and for rejecting any employee whose performance does not meet the required work standards. All original and promotional appointments shall be for a probationary period of twelve (12) consecutive calendar months which may be extended by the Appointing Authority as may be required, but not for a period

of more than four (4) additional consecutive months. At a minimum, each probationary employee shall receive a six (6) month performance evaluation. In cases of original employment with the City, during the probationary period, an employee may be dismissed at any time without the right of appeal or hearing in any manner. An employee dismissed during the probationary period from a position to which he/she was promoted, may be reinstated to the position from which he/she was promoted, unless such dismissal is the result of a disciplinary action. Any employee may be placed on probation for a period not exceeding twelve (12) months for cause after having completed probation, in which case the employee may be dismissed at any time without the right of an appeal or hearing in any manner. The provisions of this section apply to employees appointed to fill regular full-time and part-time positions in the Classified Service of the City.

Section 6: Training: In order that employees may perform their work more efficiently and be able to qualify for positions of increasing difficulty and responsibility, the Personnel Officer shall develop and implement educational training programs whenever possible.

Section 7: Transfer: If an employee, possessing the qualifications necessary to fill a vacant position within the Classified Service of the City, wishes to be transferred from his/her present department to another department, she/he shall be afforded an opportunity to apply and be considered for the position.

ARTICLE VIII. SENIORITY AND LENGTH OF SERVICE AWARDS

Section 1: When an employee transfers from one department to another, or is promoted within the Classified Service of the City, the date of original employment with the City shall count as the starting date for purposes of calculating seniority as it applies to longevity awards, vacation leave and other benefits. Classification seniority shall apply from the date of appointment to the most current position. Classification seniority and/or department seniority shall be distinguished from overall longevity or employment with the City. Employees who leave the employ of the City for a period greater than twenty-four (24) consecutive hours, and who do not work at least one (1) normal work day by reason of their termination of employment with the City, shall be considered permanently severed from employment with the City. Should a former employee of the City return to the employ of the City in either his/her former department or another department within one (1) year from the date of termination, he shall be entitled to consideration for the purposes of longevity pay and vacation benefits only. In all other respects, the re-employment of a former employee shall be considered as a new employment subject to all rules and regulations for new employees as of the date of their most current appointment.

Section 2: Longevity awards paid to employees for length of service shall be calculated on an annual basis from the date of first employment by the City and continuous employment thereafter. Longevity awards shall be paid to each employee on an annual basis as follows:

Five (5) years up to Ten (10) years	\$400/yr
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Ten (10) years up to Fifteen (15) years	\$800/yr
Fifteen (15) years up to Twenty (20) years	\$1,200/yr
Twenty (20) years and greater	\$1,600/yr

The provisions of this section shall apply only to regular full-time employees and on a pro rata basis to regular part-time employees.

ARTICLE IX. POLITICAL ACTIVITY

- Section 1: No person holding a position in the Classified Service of the City shall seek or accept election, nomination or take an active part in, or make a contribution or donation to any municipal campaign or serve as a member of a committee of such club or organization or seek signatures to any petition provided for by any law, or act as a worker at the polls or distribute badges or pamphlets, or handbills of any kind favoring or opposing any candidate for election or for nomination to a municipal office. Nothing in this ordinance shall be construed to prevent any such employee or officer from becoming or continuing to be a member of a political organization, or from attendance at a political meeting, or enjoying entire freedom from all interference in casting his/her vote. Any person who wishes to accept or seek election or appointment to municipal office shall resign from the City Service upon indicating such intention by formal declaration or other evidence of candidacy. Any violation of this rule shall be sufficient grounds for the discharge of any officer or employee determined guilty of such violation.
- Section 2: Solicitation of Contributions: No officer or employee in the City service shall directly or indirectly contribute, solicit or receive, or be in any manner concerned in contributing, soliciting, or receiving any assessment, subscription, contribution, whether voluntary or involuntary, for any municipal political purpose whatever.

ARTICLE X. HOURS OF EMPLOYMENT, ATTENDANCE AND LEAVE

- Section 1: The City Manager and/or department heads shall establish hours of employment and work schedules of employees with due consideration for the varying requirements of the different City operations. Whenever possible, hours of employment for employees in the same class of the same work shall be uniform. The City Manager and/or department heads may, for temporary periods, change the work schedule to accommodate business needs.
- Section 2: Holidays: The following paid holidays shall be provided for employees by the City of Dover:
- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Washington's Birthday | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving |

Christmas Day

When a holiday falls on a Sunday, the following Monday shall be declared a holiday for City Employees. When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday. The provisions of this section shall apply to regular full-time employees and on a pro rata basis to regular part-time employees.

Section 3: Annual Leave: Annual leave shall be afforded to regular full-time employees and on a pro rata basis to regular part-time employees. Annual leave shall accrue from the date of original hire. An Employee may take annual leave only after the end of the probationary period. If an employee is terminated from employment with the City for any reason during the probationary period, no payment of annual leave will be made by the City. The posting of accrued leave shall occur each pay period in hourly units based on the employee's normal work day, or as otherwise prescribed by the City Manager. Normal work day shall be based on the number of hours usually assigned to an employee. This shall exclude overtime, call-ins or other unusual work assignments. For employees who work varying number of hours per day, the average hours per day over the pay cycle may be used as their normal work day. ~~Accrued annual leave may not exceed, not to exceed six (6) weeks, three hundred (300) hours at any given time, may be carried forward from one fiscal year to the next,~~ excepting when upon application by an employee, the City Manager shall have granted an exception to this limitation. Any Annual leave to be taken shall be taken at the discretion of the employee's department head, and for department heads shall be taken at the discretion of the City Manager. The taking of annual leave will not be unreasonably denied. Accrual rates and other provisions related to the application for and usage of annual leave are as specified in the appropriate collective bargaining agreements or as may be prescribed by the City Manager for each class of position in the Classified Service.

Section 4: Personal Illness and Disability Leave: Personal illness and disability leave shall be afforded to regular full-time employees and on a pro rata basis to regular part-time employees. Personal illness and disability leave shall be considered a matter of grace and not a privilege and shall be allowed only in case of necessity and actual sickness, or disability of the employee. Employees who find it necessary to meet dental or doctor appointments or other illness prevention measures, including maternity, may also utilize personal illness leave time for such purposes, excepting when prior written City Manager and/or department head approval has been obtained, in which case no personal illness leave shall be charged. Personal illness leave, at the discretion of the City Manager and/or department head, may be granted in the instance of illness of a member of the employee's immediate family. At the discretion of the department head, a doctor's certificate may be required for absences due to illness or disability in excess of three (3) days. If the department head has a reasonable basis to believe or suspect an employee has abused personal illness leave privileges, he/she may require a doctor's certificate for an illness of less than three (3) days. Proof of illness or disability may be required at any time by the City Manager, department head or division head. Abuse of personal illness and disability leave

privileges may be cause of dismissal. Personal illness and disability leave shall be recorded regularly in the personnel records and the Personnel Officer shall review all illness and disability related leave records periodically and shall investigate any cases which indicate abuse of the privilege. Accrual rates and other provisions related to the application for and usage of personal illness and disability leave are as specified in the appropriate collective bargaining agreements or as may be prescribed by the City Manager for each class of position in the Classified Service.

Section 5: Injury Leave: All employees of the City who become injured while in the performance of their duties shall receive their regular salary while on injury leave, provided, however, that those who are covered by Workers' Compensation shall receive only the difference between Workers' Compensation and their regular rate of pay chargeable to annual and/or personal illness leave after for the first ninety (90) normal work calendar days. After expiration of the first ninety (90) day calendar period, the City Manager and/or department head shall at once may order a complete physical and/or mental examination of said employee by two registered physicians. If the report of their examination establishes the injury as one that permanently incapacitates said employee, application shall be made for retirement by the employee under the provisions of the New Hampshire Retirement Law. The commencement of payments under the New Hampshire Law shall end the Employer's obligation of payment on annual and/or accumulated personal illness leave and/or Workers' Compensation payments. Further, if it is determined by two registered physicians selected by the department head immediately after the employee is injured that said employee will not be able to return to his/her regular duties at any time in the future, the Employer shall not be obligated to pay the difference between Workers' Compensation and the employee's regular salary for the first ninety (90) calendar days of injury in compliance with this section. There will be a free exchange of medical data and reports during the period of incapacity and while such determinations are being made, and to facilitate such exchange, an incapacitated employee shall execute medical authorization directing his/her physician to release reports concerning the medical condition of the employee. Copies of such reports shall be provided to the employee.

Section 6: Emergency Leave: Emergency leave may be granted by the City Manager without loss of pay for emergency purposes, which shall include: critical illness or death in the immediate family; if an employee is subpoenaed to appear before a court, public body or commission; and such other situations considered meritorious by the City Manager who shall certify allowance or disallowance of the emergency leave sought. Emergency leave shall be supplementary to, and not in restriction of, personal illness leave, annual leave or other eligible leave authorizations as herein provided. For the purpose of this section, immediate family shall be considered as spouse, children of either the member or spouse; mother, father, brother or sister of either the employee or spouse; grandchildren or grandparents of either the employee or spouse; or person residing in the same household, providing said person is not solely related to the member as a commercial tenant.

- Section 7: **Military Leave:** Any employee who is a member of the National Guard or Military Reserves, and is required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one year, and any such leave shall not affect the member's annual vacation leave. The amount of compensation paid to such employee for such leave of absence shall be the difference between the employee's compensation for military activities as shown by a satisfactory statement by military authorities giving the employee's rank, base pay and the amount of the employee's regular weekly pay. If the employee's base pay for military service is equal to or greater than the pay due as a City employee for the period covered by such military leave, then no payment shall be made.
- Section 8: **Other Leave:** The City may grant other leaves of absence for employees with or without pay and/or benefits and/or service credit at the discretion of the City Manager.
- Section 9: **Care of Newborn Child (CNC):** Each employee will be eligible for a leave of absence for care of a newborn child for a period of up to ninety (90) calendar days at any time within twelve (12) months from the date of birth inclusive of any period of disability, if applicable, associated with delivery. CNC Leave will be without pay, subject to any disability payments due but with full service credit and benefits. An employee may apply to the City Manager for an extension of CNC prior to expiration of the initial ninety (90) calendar days leave provided that: a) the employee will exhaust all vacation time prior to the start of any extended leave; and b) the request is substantiated by evidence that the child has a certified medical condition requiring extended parental attention and/or the operating needs of the City permit an extension of the leave; and c) that the total period of the initial CNC, vacation and the extended leave will not exceed 120 days from date of birth inclusive of any period of disability, if applicable, associated with delivery. Upon completion of the CNC leave, the employee shall return to work or be subject to disciplinary action. Upon completion of the CNC leave, the employee shall be reinstated to his/her position prior to his/her leave or other comparable position, except that in the event of a force reduction or reorganization, such employee will be treated in accordance with the layoff provisions contained herein. An employee on leave for CNC shall not be eligible to collect unemployment compensation. In the event a member applies for unemployment compensation during the period of CNC leave, he/she will be considered as having resigned. Nothing above will preclude a member from taking such leave by utilization of previously accrued and grandfathered personal illness leave and/or annual leave.
- Section 10: **Jury Duty:** An Employee called as a juror will be paid the difference between the fee received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor. Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment as soon as possible after being excused.
- Section 11: **Storm Days:** When due to weather conditions, the City Manager determines that City services will be curtailed and/or limited, the affected employees so notified

shall not be required to report to work, or employees who have reported for work shall be relieved without loss of pay. When an employee is unable to report to work due to weather conditions, and the City Manager has not curtailed and/or limited City services in accordance with the preceding paragraph, the employee may draw from his/her annual leave time or take a personal day as provided for above in this Article. Employees who are not working due to other leaves of absence, injuries, or choice, shall not be compensated for storm days. All other personnel will receive pay on an hour for hour basis. The provisions of this Article shall apply to regular full-time and seasonal/temporary full-time employees, and on a pro rata basis to regular part-time and seasonal/temporary part-time employees.

ARTICLE XI. RETIREMENT AND OTHER BENEFITS

- Section 1: The Personnel Officer shall take the steps necessary to provide employees in the Classified Service of the City with membership in the State of New Hampshire Retirement System.
- Section 2: All regular full-time and regular part-time employees shall be eligible for participation in the City's health, dental and life insurance programs and other benefit offerings. Provisions related to types of coverage, eligibility and premium contributions are as specified in the appropriate collective bargaining agreements or as may be prescribed herein for each class of position in the Classified Service.
- Section 3: All employees of the City shall be subject to the benefits of Workers' Compensation regardless of their status in the City's service; whether an employee is considered regular, seasonal or temporary or full-time or part-time.

ARTICLE XII. SEPARATIONS AND DEMOTIONS

- Section 1: Demotions: The City Manager and/or a department head may reduce the wage rate of an employee within the range provided in the Pay Plan, or demote an employee for cause. A written statement for the reasons for any such action shall be filed with the Personnel Officer and a copy shall be filed in the employee's personnel folder. No disciplinary demotion shall be made to a lower class of position if such action would cause an employee in the lower class to be laid off as a result of such action.
- Section 2: Layoffs: The City Manager and/or a department head may lay off an employee in the Classified Service of the City by reason of shortage of work and/or funds, abolition of the position(s), other material changes in the organization, or for other reasons beyond the employee's control and which do not reflect discredit upon the service of an employee. No employee shall be laid off while another person in the same class in the department is employed on a probationary or temporary basis. Layoff of employees shall be made in inverse order of employment in the class and department involved. The City Manager and/or a department head shall give written notice to the employee of any proposed

layoff and reasons therefore, two weeks before the effective date of the action. A copy of such notice shall be filed with the Personnel Officer.

Section 3: Disciplinary Action: The City Manager, department head, or designated supervisory person may reprimand, orally or in writing; suspend, with or without pay; demote or dismiss an employee due to inefficiency, incompetence, misconduct, negligence, insubordination, or other sufficient cause. All disciplinary action shall be handled in a fair manner and shall be consistent with the infractions for which the disciplinary action is being taken. All suspensions and discharges must be stated in writing and the reasons shall be communicated to the employee at the time of the suspension or discharge. Disciplinary actions will normally be taken in the following order:

- a) A documented Verbal Warning or supervisory counseling
- b) Written Warning
- c) Suspension With or Without Pay
- d) Demotion or Discharge

Notwithstanding the above, however, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

Section 4: Resignations: The resignation of an employee, once submitted, shall be deemed to have been accepted by the City and shall not be subject to the grievance procedure afforded herein.

ARTICLE XIII: GRIEVANCE PROCEDURE

A grievance shall be defined as an alleged violation, misinterpretation of and/or misapplication of the provisions of this Merit Plan with respect to one or more City employees covered by the rules and regulations contained herein. Grievances regarding the terms and conditions of this Merit Plan shall be processed in the following manner:

Step #1: Any grievance shall be filed by the employee, in writing, within ten (10) calendar days from the date of the occurrence of the violation. Such filing shall be made to the department head and shall contain an abbreviated statement as to the nature of the grievance and shall state specifically the areas which the employee, or a designated representative, feels have been violated. The employee shall be required to sign the original grievance filed with the department head. Within ten (10) calendar days of receipt of the grievance, the department head shall conduct an informal inquiry concerning the grievance and render a decision, in writing, by no later than the close of the normal business day of the tenth day. The time requirements under this step may be extended by mutual consent of the department head and the employee and/or the designated representative.

Step #2: If the aggrieved employee is not satisfied with the decision of the department head, or if no decision has been rendered within the ten (10) calendar day period as defined above, said employee may appeal his/her grievance, in writing, to the Personnel Officer within ten (10) calendar days of the receipt of the department head's decision, or that date upon which such decision should have been

rendered, provided however, that the aggrieved employee sets forth the specific reasons for such appeal and the terms and conditions of this plan and the specific areas which the employee feels have been violated. The Personnel Officer or a designated representative, shall hold an administrative hearing concerning the grievance within ten (10) calendar days of receipt of the aggrieved employee's appeal. The Personnel Officer or designated representative shall decide the grievance based upon the information supplied and any further information that he/she may request during or subsequent to the hearing. The Personnel Officer or designated representative shall render a decision, in writing, within ten (10) calendar days from the close of the hearing, said procedure to take not more than thirty (30) calendar days from receipt of the original grievance by the Personnel Officer. The time limitations under Step #2 may be extended by mutual consent of the Personnel Officer and the aggrieved Employee, or his/her designated representative.

Step #3: If the decision of the Personnel Officer, or the designated representative, is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, said employee may within ten (10) calendar days appeal, in writing, the decision of the Personnel Officer setting forth an abbreviated statement as to why said decision has been found unsatisfactory and those specific areas which have been violated to the Personnel Advisory Board. The Personnel Advisory Board shall conduct their first hearing session regarding the grievance within fifteen (15) calendar days from the date of its receipt, and shall render their decision, in writing, within fifteen (15) calendar days from the close of their final hearing date. The written report, which shall be advisory only in nature, containing the Personnel Advisory Board's findings and recommendation, shall be issued to the City Manager. The Personnel Advisory Board shall have no power to reinstate and employee unless it finds, after investigation, that the action was taken against the employee for discrimination as to sex, age, race, color, national origin, creed, religion, or political affiliations or other non-merit based factor. The City Manager, after consideration of said report and other pertaining information, shall file a written statement of his/her decision within ten (10) calendar days, and such decision shall be final.

ARTICLE XIV. SEPARABILITY

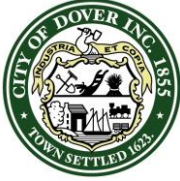
If any portion of these rules and regulations, or the application thereof, to any person or circumstance, should be held invalid or unenforceable, the remainder these rules and regulations shall remain in full force and effect.

FY2016 Dover Classification Plan

Dover Classification Plan	Pay Plan Grade	Union
ACCOUNT CLERK I	11	DMEA
ACCOUNT CLERK II	13	DMEA
ACCOUNTANT I	18	DMEA
ACCOUNTANT II	28	DMEA
ADMINISTRATIVE ASSISTANT	19	non-union
ADMINISTRATIVE CLERK/CEMETERY COORDINATOR	15	DMEA
ANIMAL CONTROL OFFICER	40 16	DPA
AQUATIC FACILITY MANAGER	22	DPEA
ARENA FACILITY MANAGER	23	DPEA
ARENA PROGRAM & MARKETING SUPERVISOR	21	DPEA
ASSISTANT CITY CLERK	13	DMEA
ASSISTANT CITY ENGINEER	24	DPEA
ASSISTANT CITY MANAGER	32	non-union
ASSISTANT CITY PLANNER	24	DMEA
ASSISTANT DIRECTOR OF INFORMATION TECHNOLOGY	29	non-union
ASSISTANT LIBRARY DIRECTOR	26	DMEA
ASSISTANT RECREATION DIRECTOR	23	DPEA
ASSISTANT TAX ASSESSOR	23	DMEA
BOOKKEEPER	14	DMEA
BUILDING INSPECTOR	22	DMEA
BUILDING MAINTENANCE MECHANIC	13	DMEA
BUILDING OFFICIAL	28	DMEA
CDBG PROGRAM COORDINATOR	27	DMEA
CITY CLERK/TAX COLLECTOR	26	non-union
CITY ENGINEER	29	DPEA
CITY TREASURER	24	non-union
CLERK TYPIST I	9	DMEA
CLERK TYPIST II	11	DMEA
CONSTRUCTION MANAGER	26	non-union
CROSSING GUARD	8	non-union
CUSTODIAN	9	DMEA
DEPUTY CITY CLERK	15	DMEA
DEPUTY CITY MANGER	34	non-union
DEPUTY COMMUNITY SERVICES DIRECTOR	30	non-union
DEPUTY TAX COLLECTOR	15	DMEA
DIRECTOR OF BUSINESS ASSISTANCE	23	non-union
DIRECTOR OF COMMUNITY SERVICES	33	non-union
DIRECTOR OF FINANCE	32	non-union
DIRECTOR OF HUMAN RESOURCES	29	non-union
DIRECTOR OF INFORMATION TECHNOLOGY	33	non-union
DIRECTOR OF MAIN STREET PROGRAM	23	non-union
DIRECTOR OF PLANNING & CDBG	31	non-union
DIRECTOR OF PUBLIC LIBRARY	29	non-union
DIRECTOR OF PUBLIC WELFARE	26	non-union
DIRECTOR OF RECREATION	26	non-union
ELECTRICAL INSPECTOR	22	DMEA
ENGINEERING TECHNICIAN	20	DPEA
ENVIRONMENTAL PROJECTS MANAGER	27	DPEA
EXECUTIVE SECRETARY	18	non-union
FACILITIES, GROUNDS & CEMETERY SUPERVISOR	23	DPEA
FIRE & RESCUE CHIEF	33	non-union
FIRE ASSISTANT CHIEF	29	DPFOA
FIRE CAPTAIN	25	DPFOA
FIRE DEPUTY CHIEF	27	DPFOA
FIRE LIEUTENANT	23	DPFOA
FIRE MECHANIC	11	non-union
FIRE/HEALTH INSPECTOR	22	DMEA
FIRE/LIFE SAFETY INSPECTOR	22	DMEA
FIREFIGHTER ON CALL	17	non-union
FIREFIGHTER/EMT	17	IAFF
FIREFIGHTER/EMT-I	18	IAFF
FIREFIGHTER/PARAMEDIC	20	IAFF
FLEET SUPERVISOR	25	DPEA
GENERAL LEGAL COUNSEL	33	non-union
GROUNDSKEEPER I	14	AFSCME
GROUNDSKEEPER II	16	AFSCME
HEAVY EQUIPMENT MECHANIC I	15	AFSCME
HEAVY EQUIPMENT MECHANIC II	16	AFSCME
HEAVY EQUIPMENT OPERATOR I	16	AFSCME
HEAVY EQUIPMENT OPERATOR II	17	AFSCME
INFORMATION TECHNOLOGY ADMINISTRATOR	22	non-union
INVENTORY COORDINATOR	17	AFSCME
LABORER I	12	AFSCME
LABORER II	13	AFSCME

FY2016 Dover Classification Plan

Dover Classification Plan	Pay Plan Grade	Union
LIBRARIAN I	17	DMEA
LIBRARIAN II	22	DMEA
LIBRARY ASSISTANT I	11	DMEA
LIBRARY ASSISTANT II	13	DMEA
LIBRARY PAGE	7	DMEA
MAINTENANCE MECHANIC I	14	AFSCME
MAINTENANCE MECHANIC II	15	AFSCME
MAINTENANCE MECHANIC III	22	AFSCME
MAINTENANCE SPECIALIST I	15	AFSCME
MAINTENANCE SPECIALIST II	18	AFSCME
MAINTENANCE SPECIALIST III	22	AFSCME
MANAGEMENT ANALYST	17	non-union
MEDIA SERVICES MANAGER	26	non-union
OFFICE MANAGER	15	DMEA
PARKING CONTROL OFFICER	40 13	DPA
PARKING MANAGER	24	non-union
PAYROLL & BENEFITS ADMINISTRATOR	15	DMEA
PERSONNEL ASSISTANT	15	DPAAII
PLANNER	27	DMEA
PLANT & PUMP STATION SUPERVISOR	23	DPEA
PLUMBING INSPECTOR	22	DMEA
POLICE CAPTAIN	30	DPAAII
POLICE CHIEF	33	non-union
POLICE COMMUNICATIONS SUPERVISOR	21	DPAAII
POLICE DISPATCHER	17	DPA
POLICE LIEUTENANT	27	DPAAII
POLICE OFFICER I	21	DPA
POLICE OFFICER II (Advanced Career Track)	22	DPA
POLICE PREVENTION COORDINATOR	22	non-union
POLICE PREVENTION PROGRAMMER	16	non-union
POLICE PROSECUTOR	27	DPAAII
POLICE RECORDS SUPERVISOR	21	DPAAII
POLICE SERGEANT	24	DPAAII
POLICE VICTIM/WITNESS ADVOCATE	20	non-union
PUBLIC WELFARE TECHNICIAN I	18	DMEA
PUBLIC WELFARE TECHNICIAN II	19	DMEA
PUBLIC WELFARE TECHNICIAN III	20	DMEA
PUBLIC WORKS SUPERVISOR	23	DPEA
PUMP STATION OPERATOR I	16	AFSCME
PUMP STATION OPERATOR II	18	AFSCME
PUMP STATION OPERATOR III	22	DPEA
PURCHASING AGENT	26	DMEA
RECREATION PROGRAM ASSOCIATE I	2	non-union
RECREATION PROGRAM ASSOCIATE II	3	non-union
RECREATION PROGRAM ASSOCIATE III	4	non-union
RECREATION PROGRAM SPECIALIST I	5	non-union
RECREATION PROGRAM SPECIALIST II	7	non-union
RECREATION PROGRAM SPECIALIST III	9	non-union
RECREATION PROGRAM SPECIALIST IV	15	non-union
RECREATION PROGRAM SUPERVISOR	17	DPEA
SEASONAL MAINTENANCE WORKER I	3	non-union
SEASONAL MAINTENANCE WORKER II	5	non-union
SEASONAL MAINTENANCE WORKER III	7	non-union
SECRETARY I	13	DMEA
SECRETARY II	14	DMEA
SOLID WASTE ASSISTANT	18	AFSCME
SOLID WASTE COORDINATOR	23	DPEA
SUPERINTENDENT OF FACILITIES, GROUNDS & CEMETERY	28	DPEA
SUPERINTENDENT OF PUBLIC WORKS & UTILITIES	29	DPEA
TAX ASSESSING DATA TECHNICIAN	15	DMEA
TEEN CENTER COUNSELOR	22	non-union
TELEVISION BROADCAST OPERATOR	15	non-union
TRUCK DRIVER	14	AFSCME
UTILITIES SYSTEM SUPERVISOR	26	DPEA
WORKING FOREMAN	22	DPEA
WWTP CHIEF OPERATOR	23	DPEA
WWTP LAB TECHNICIAN	17	DPEA
WWTP LAB/INDUSTRIAL PRETREATMENT COORDINATOR	22	DPEA
WWTP OPERATOR I	18	AFSCME
WWTP OPERATOR II	22	AFSCME
WWTP SUPERVISOR	26	DPEA



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2015.05.27 – 068**
Resolution Re: **Amendment of FY2016 Fee Schedule to Adjust
Transaction Fees for Online Motor Vehicle
Registrations and Dog Licenses**

WHEREAS: The City Council adopted the FY2016 City of Dover Fee Schedule on May 6, 2015, and;

WHEREAS: The City provides online services for customers to renew Motor Vehicle registrations and Dog licenses, and;

WHEREAS: There is a desire to adjust the E-transaction mailing fee collected by the City to cover postage costs, and

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

That the City Council authorizes changes to the Finance Department section of the approved FY 2016 Fee Schedule, p. 2, to reflect E-Transaction Fees change, as follows:

SERVICES	CURRENT FEE	PROPOSED FEE
Mailing Charge collected by City	\$0.15	\$0.50

THIS RESOLUTION REQUIRES A PUBLIC HEARING AND 2/3 MAJORITY VOTE OF COUNCIL

AUTHORIZATION

Approved as to Funding:

Daniel R. Lynch
Finance Director

Sponsored by:

Mayor Karen Weston
By request

Approved as to Legal Form
and Compliance:

Anthony I. Blenkinsop
General Legal Counsel

Recorded by:

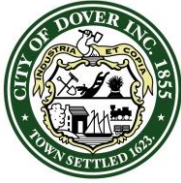
Karen Lavertu
City Clerk

Document Created by: Finance

**R_2015.05.27 Amendment of FY2016 Fee Schedule to Adjust
Transaction Fees for Online Motor Vehicle Registrations and
Dog Licenses**

Document Posted on: May 20, 2015

Page 1 of 2



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2015.05.27 – 068**
Resolution Re: **Amendment of FY2016 Fee Schedule to Adjust
Transaction Fees for Online Motor Vehicle
Registrations and Dog Licenses**

DOCUMENT HISTORY:

First Reading Date: 05/27/2015	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 City of Dover provides customers with Online (web based) services to renew their Motor Vehicle Registrations and Dog Licenses. Those customers that utilize the online service currently pay a \$0.15 fee, collected by the City, to cover the cost of mailing the customer their motor vehicle decals or dog licenses.

The City presently pays \$0.48 cents, plus the cost of an envelope, to send these customers their decals or licenses.

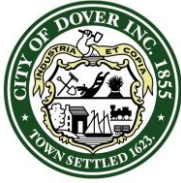
This resolution proposes to change the online mailing service fee to \$0.50, an increase of \$0.35. The proposed fee of \$0.50 will cover the postage and envelope cost incurred by the City.

Document Created by: Finance

**R_2015.05.27 Amendment of FY2016 Fee Schedule to Adjust
Transaction Fees for Online Motor Vehicle Registrations and
Dog Licenses**

Document Posted on: May 20, 2015

Page 2 of 2



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2015.05.27 - 069**
Resolution Re: Fiscal Year 2015 School Additional Appropriation Budget
Amendment #2 – Change in Non-Property Tax Revenue
Estimates

- WHEREAS: The City Council adopted the FY15 Budget on June 4, 2014; and
- WHEREAS: The Dover School District has exceeded the budget associated with Out-of-District Special Education Costs and SPED Paraprofessionals for non-resident students; and
- WHEREAS: The Dover School Board voted on May 11, 2015 to revise School Department FY15 Non-property tax revenue estimates relative to Special Education Cost reimbursements and request additional FY15 appropriation of \$220,000 for Out of District Special Education costs; and

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

Pursuant to C6-6 of the City Charter, the FY15 Budget is amended to reflect the following revisions to non-property tax revenue estimates for the Dover School District and appropriate \$220,000 for Special Education costs. FY15 budget is amended as follows:

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Amendment</u>	<u>Amended Budget</u>
1000.1.600.46900.3700	Education Revenues	\$12,585,101	\$220,000	\$12,805,101
1000.1.600.46900.4950	Education Appropriation	\$46,612,263	220,000	\$46,832,263

REQUIRES A PUBLIC HEARING AND A TWO-THIRDS MAJORITY TO ADOPT PURSUANT TO DOVER CHARTER C6-6.

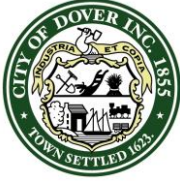
AUTHORIZATION

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.3.

Resolution Number: **R – 2015.05.27 - 069**
Resolution Re: Fiscal Year 2015 School Additional Appropriation Budget
Amendment #2 – Change in Non-Property Tax Revenue
Estimates

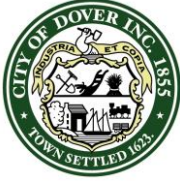
DOCUMENT HISTORY:

First Reading Date: 05/27/2015
Approved Date:

Public Hearing 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 – 2015.05.27 - 069**
Resolution Re: Fiscal Year 2015 School Additional Appropriation Budget
Amendment #2 – Change in Non-Property Tax Revenue
Estimates

RESOLUTION BACKGROUND MATERIAL:

On June 4, 2014 the City Council adopted the FY15 City budget. Subsequently, the School Board has determined that school district revenues from certain Special Education cost reimbursements will be in excess of current budget amounts. The School Board has identified that Out of District Special Education and SPED Paraprofessionals costs have exceeded the budget for this functional area.

The objective of this resolution is to revise School Non-property tax revenue estimates in the amount of \$220,000 and appropriate the \$220,000 to fund Special Education costs for the remainder of FY15.

On May 11, 2015 the School Board voted to amend the School District's non-property tax revenue estimates and request appropriation of the \$220,000. A copy of the adopted School Board resolution is attached to this City Council resolution.

This resolution does not increase the projected tax impact for the FY15 budget. The resolution does increase appropriations, which are to be funded by additional Special Education cost reimbursements.

In accordance with City Charter C6-6, this resolution requires a duly advertised public hearing and a vote of 2/3rd of the City Council.

RESOLUTION

RESOLUTION FOR CHANGE IN FY 2015 NON-PROPERTY TAX REVENUE AND EXPENDITURE ESTIMATES FOR DOVER SCHOOL DISTRICT BUDGET

WHEREAS: on June 4, 2014 the Dover City Council adopted a budget for the Dover School District that included Revenue Estimates of \$37,500 for Tuition – SPED Paraprofessionals and \$250,000 for Medicaid Reimbursement; and

WHEREAS: the Dover School District has exceeded the expense budget associated with Out of District Special Education Costs and SPED Paraprofessionals required for Non-Resident students; and

WHEREAS: the Dover School Board has identified that the Dover School District has recaptured non-property tax revenues in excess of current budgeted amounts, specifically \$125,000 in Medicaid Reimbursements and \$95,000, in Tuition – SPED Paraprofessionals;

NOW, THEREFORE – The City Council adopt a Fiscal Year 2015 budget amendment to adjust non-property tax revenues to reflect a net increase of \$125,000 from, Medicaid Distribution and \$95,000 from Tuition – SPED Paraprofessionals; and further, to increase the expense lines associated with Out of District Costs and High School SPED Paraprofessionals by the same amounts. This resolution does not increase the FY2015 property tax levy but does increase appropriations for the School District. The revenue accounts and expense accounts to be adjusted as follows for will result in a total change of \$220,000.00.

\$125,000 - Medicaid Distribution - 1000.2.600.04580.3311.00000.00.000.000.R70

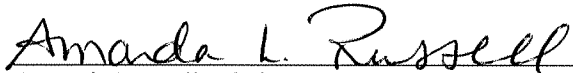
\$95,000 - Tuition-SPED Paraprofessionals - 1000.2.600.01322.3390.00000.00.000.000.R70

\$95,000 – Salaries SPED Paraprofessionals – 1000.2.630.01210.4110.00000.00.000.140.100

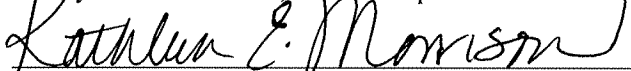
\$125,000 – Tuition Private SR High – 1000.2.630.01210.4563.00000.00.000.000.300

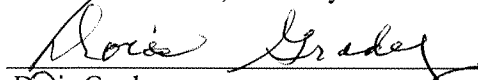
RESOLVED, this 11th day of May, 2015.

SUBMITTED BY:

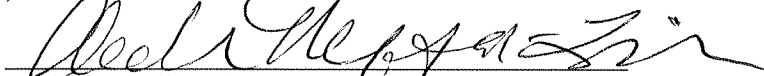

Amanda Russell, Chairperson

Betsy Andrews Parker, Vice Chairperson


Kathleen Morrison, Secretary


Doris Grady


Sarah Greenshields

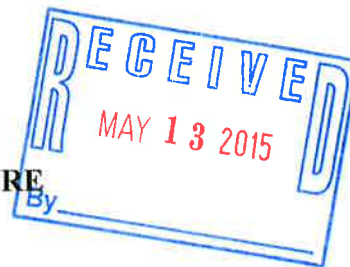

Michelle Muffett-Lipinski


Carole Soule McCammon

May 11, 2015



**PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE**



Check(☒) the type of application:

RAFFLE* ☒, TAG* _____, BLOCK PARTY** _____,

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

Organization Name: American Legion Post 8 Baseball

Federal Tax ID number for Organization: 02-0215228

Check (☒) Nature of Organization:

Religious____, Educational____, Charitable____, Civic____, Sports____, Veterans ☒, Fraternal or Political____, Other____

(Describe) American Legion

Contact Person: Dan Murphy Day Time Telephone: 603-742-2157

Address: 640 Central Ave Dover NH Email aldoverpost8@yahoo.com

Purpose of Permit: Raise money for the Post 8 Baseball Teams

Date of Event: July 24, 2015 Specific Time: _____

Location of Event: Dunaway Field

*****RAFFLE / TAG PERMITS*****

Prize (s) To Be Awarded: (3) 250 gift cert. for Warrens Lobster House

Cost of Ticket: 5.00 Date of Drawing: July 24, 2015

Place of Drawing: Dunaway Field

* 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>

*****BLOCK PARTY PERMITS*****

****NOTICE TO BLOCK PARTY APPLICANTS: STREET CLOSURES, TRAFFIC DETOURS, AND/OR PARKING RESTRICTIONS MUST BE ARRANGED WITH THE POLICE DEPARTMENT**

Block Party Location (attach map if more than one street is affected): _____

Police Department Block Party Approval Signature: _____

Printed Name: _____

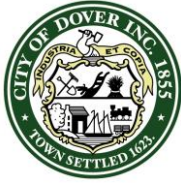
I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A , RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: Dan Murphy DATE: May 13, 2015
(duly authorized)

PRINTED NAME: Dan Murphy

Licensing Board Approval (Signature) Date: 5/21/15

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CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2015.06.10 – 046**
Resolution Re: B15046 Consulting Services Pavement Conditions
Assessment and Asset Mapping

WHEREAS: A Sealed Request for Proposal B15046 was issued and received for Consulting Services for Pavement Conditions Assessment and Asset Mapping on March 18, 2015 at 11:30 am; and

WHEREAS: Three vendors replied; two with automated systems and one with manual inspections. The evaluating team short listed the two automated systems and opened cost proposals for the two firms. The city requested pricing for the pavement conditions assessment and also an add Alt A for roadway asset inventorying; and

WHEREAS: The low bid and the proposal deemed most advantageous to the city was submitted by CMA Engineers Inc for the base amount only, not to exceed \$87,000.

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 CMA Inc for consulting services for the Pavement Condition Assessment at rates provided in conjunction with Bid B15046. 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
1000.1.300.43121.4715.00000	Streets Land Impr	11,000,000	278,884

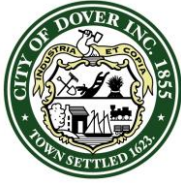
AUTHORIZATION

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.2.

Resolution Number: **R – 2015.06.10 – 046**
Resolution Re: B15046 Consulting Services Pavement Conditions
Assessment and Asset Mapping

DOCUMENT HISTORY:

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

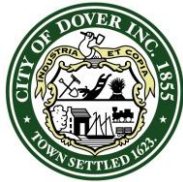
DOCUMENT ACTIONS:

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 BASE SCOPE OF WORK INCLUDES

- Utilize an Automated Pavement Assessment program to perform the pavement condition survey for the entire roadway network consisting of approximately 132 miles of City maintained roads
- Use computer software applications to perform pavement condition analysis and develop Pavement Condition Index (PCI) ratings
- Use computer software pavement application to analyze data, create reports, and estimate budgets
- Suggest pavement repair strategies for the City of Dover
- Utilize information from the existing City of Dover paver program.
- Update the City of Dover's paver program to the current version and import the results of the survey into it.
- Use computer software application to create asset inventory, including PCI ratings, integrated within the City's current ESRI and VUEWorks environment.
- Follow the proven production and QA/QC processes to carry out the service tasks
- Use a documented verification and acceptance approach to ensure the City of Dover receives the systems and services that meet all of the specifications and requirements



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2015.06.10 – 046**
Resolution Re: B15046 Consulting Services Pavement Conditions
Assessment and Asset Mapping

The city also requested cost for Asset Mapping:

ALTERNATIVE A-- Roadway Asset Inventory

Consultant will work with the City of Dover to identify the roadway assets that shall be collected. The features will include items such as traffic control signage, street signs, poles, walls, curbing, guardrail, street trees, ADA ramp and sidewalk features. The signs will be collected as point feature with its MUTCD code, condition and text information (when not a standard sign). The ADA ramps will also be collected as point feature. The sidewalks, curb and guardrail will be collected as line features. The position accuracy of these assets should be within 1 meter. The Consultant will then produce the physical database that fully integrates with the City of Dover's current ESRI and VUEWorks environment. The Consultant will also work with the City to identify all the necessary attribute fields for each feature class and the data input validation requirements for each field. The Consultant will then implement them as part of the data collection validation configuration.

Bid Information:

A Sealed Request for Proposal B15046 was issued and received for Consulting Services for Pavement Conditions Assessment and Asset Mapping on March 18, 2015 at 11:30 am

Award Information:

A purchase order will be issued to the vendor selected to authorize future expenditures in the amount of the base bid \$87,000.

A draft contract is attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	249	Number of Responses:	3
Warranty:	NA	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Completion	Estimated Delivery:	2015
Recommended Award to:	CMA Engineers	Fund:	GF Streets
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 – B15046 Bid Results
Exhibit B – B15046 Draft Contract Documents

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

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



288 Central Avenue
Dover, New Hampshire 03820-4169

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

City of Dover, New Hampshire

OFFICE OF THE FINANCE DIRECTOR

RESULTS #B15046

Consultant for Pavement Condition Assessment and Asset Mapping

<i>Vendor</i>	<i>Short Listed</i>	<i>Cost</i>
CMA Engineers Inc 55 So Commercial St Manchester NH	Yes	Base \$87,000 Alt A \$81,000 Total \$168,000
Beta Group Inc 6 Blackstone Valley Place Lincoln RI	No	
AECOM 250 Apollo Dr Chelmsford MA	Yes	Base \$138,901 Alt A \$33,907 Total \$172,808



CITY OF DOVER

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

[STANDARD CITY] AGREEMENT

THE CITY OF DOVER, a municipal corporation, 288 Central Avenue, Dover, New Hampshire 03820 and _____ (state the legal entity of the Vendor)(registered to do business in the State of New Hampshire, **if applicable**)(address) _____(the "Vendor"), who for valuable consideration agree as follows (the "Agreement"):

1. **Purpose.** This Agreement refers to and incorporates the provisions of a Request for Proposal RFP #B_____ entitled "_____" issued by the City of Dover. Specifically, this Agreement is to provide (*insert description of the project*)
2. **Agreement Documents.** The Agreement shall include and consist of the following documents (the "Agreement Documents"):
 - a. Agreement (5 pages);
 - b. RFP #B_____ issued by the City of Dover;
 - c. Response of the Vendor dated _____, 2014;
 - d. Schedules A and B (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 RFP #B_____ ; 3) response of the Vendor; and 4) any schedules.
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 _____. This Agreement shall end on (*insert date or if no specific date "completion of all work required under the Scope of Services and payment therefore."*).
6. **Cost and Payment.** The City of Dover shall pay the Vendor an amount not to exceed _____ DOLLARS (\$) _____ (*based on Unit Pricing, if applicable*) for services within the Scope of Services. The City of Dover



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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



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Vendor or its officers, directors, employees, agents or independent professional 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 Vendor
(insert contact and address)



CITY OF DOVER

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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.

VENDOR

[name], Duly Authorized

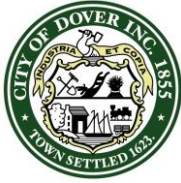
Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date

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CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2015.06.10 – 071**

Resolution Re: B15053 Consulting Services for Transportation Chapter of Master Plan

WHEREAS: A Sealed Request for Proposal B15053 was issued and received for Professional Consulting Services for the Transportation Chapter of the Master Plan on April 7, 2015 at 11:00 am; and

WHEREAS: Five vendors replied and the evaluating team short listed the top three firms to come in for interviews and present their proposals. Interviews from the three firms were conducted on May 5, 2015 and the proposal deemed most advantageous to the city was submitted by Vanasse Hangen Brustlin, Inc (VHB); and

WHEREAS: A scope of work and cost proposal was then negotiated in the amount of \$100,000. It is the recommendation to award to VHB Inc in the amount not to exceed \$100,000.

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 VHB Inc for consulting services for the Transportation Chapter of the Master Plan at rates provided in conjunction with Bid B15053. 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
1000.1.180.41910.4339.00000.00	Planning Consulting Svs	25,000	21,000
2100.1.180.46311.4339.06311.15	CDBG Consulting Svs	15,806	15,806
4016.1.180.43122.4751.03340.16	TIP Improvements	75,000	75,000

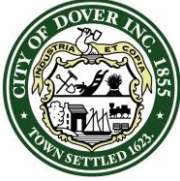
AUTHORIZATION

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.3.

Resolution Number: **R – 2015.06.10 – 071**

Resolution Re: B15053 Consulting Services for Transportation Chapter of Master Plan

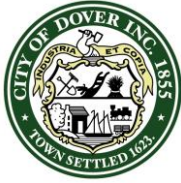
DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing 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.3.

Resolution Number: **R – 2015.06.10 – 071**
Resolution Re: B15053 Consulting Services for Transportation Chapter of Master Plan

RESOLUTION BACKGROUND MATERIAL:

The community is looking for a consultant team with sufficient experience to work in a collaborative framework with the public, citizen committees, business and industry representatives, service clubs, non-profit organizations, and school and city elected officials and staff. The consultant team should include knowledge and experience in developing multi modal transportation plans at a municipal level, including but not limited to land use planning, traffic management, signal operations, traffic analysis, bicycle and pedestrian planning and design, parking management, transportation performance measures and transportation financing.

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

Bid Information:

A Sealed Request for Proposal B15053 was issued and received for Professional Consulting Services for the Transportation Chapter of the Master Plan on April 7, 2015 at 11:00 am

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.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	127	Number of Responses:	5
Warranty:	NA	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Completion	Estimated Delivery:	2015
Recommended Award to:	VHB Inc	Fund:	Planning CIP
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 – Bid Results

Exhibit B – VHB Scope of Work and Draft Contract Documents

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

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



288 Central Avenue
Dover, New Hampshire 03820-4169

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

City of Dover, New Hampshire

OFFICE OF THE FINANCE DIRECTOR

RESULTS #B15053
Professional Consulting for
Transportation Chapter of Master Plan

<i>Vendor</i>	<i>Shortlisted vendors</i>
Arenett Development Group 10 Fisk Rd Concord NH	Yes
McMahon Associates 45 Broomfield St Boston MA	
VHB 2 Bedford Farms Dr Bedford NH	Yes
RSG 55 Railroad Row White River Junction VT	
Howard Stein Hudson and Associates 11 Beacon St Boston MA	Yes



**AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
VANASSE HANGEN BRUSTLIN, INC.
AND
THE CITY OF DOVER, NEW HAMPSHIRE**

**TRANSPORTATION CHAPTER OF MASTER PLAN
VHB CONTRACT NO. 52450.00**

MAY 26, 2015

The Transportation Chapter of the Master Plan will serve as the framework for the City to achieve its goals of establishing a “fully interconnected transportation system for pedestrians, bicycles, motor vehicles, and a public transportation system that is supportive of, and responsive to, new technology and continuous improvement.” The Transportation Chapter will build upon the previous efforts completed in updating the Master Plan, with a focus on incorporating elements and themes generated during the public engagement process for the Vision and Land Use Analysis Chapters. Concepts developed for this effort will strive to promote walkability, connectivity using transit, and traffic calming. Work elements for this assignment are described below.

SCOPE OF WORK

Task 1 Develop a Full Understanding of Dover’s Transportation System

The data gathering phase will be multifaceted, including the review of available existing information in conjunction with the collection of new data specifically targeted for the needs of this assignment.

- a) VHB will compile and review the following materials and data to be provided by the City:
 - 2012 Vision Chapter, Land Use Analysis Chapter, the Dover Data and all other transportation related data and information currently available;
 - Current transportation projects and reports/studies;
 - 2000 Transportation Chapter of Master Plan;
 - Information regarding changes in the City’s traffic patterns since 2000 (including completed and planned changes in the downtown and waterfront area);
 - Existing parking policies and utilization data;
 - Crash data for the latest three (3) year period available for the City;
 - Historical traffic volume data (from sources other than the NHDOT and SRPC);
 - Traffic impact studies for future potential land development projects;
 - Transit information regarding routes, stops, schedules, and utilization;
 - Current and prospective economic trends; and
 - Regional Transportation Plan/data, as well as Statewide TIP and data.
- b) In addition to reviewing the available information, the following additional data gathering tasks will be performed:



- Meet with the City GIS Department to optimally utilize the database for this assignment and to ensure that any new data collected is formatted appropriately for integration in to the City's system;
 - Meet with the Dover Police Department to identify specific areas and neighborhoods within the City that should be field reviewed with regard to issues such as crashes, congestion, speeding, or high traffic violations;
 - Review speeds (using floating car method with GPS receivers), volumes and accident data on selected arterial, collector, and local roadways;
 - Perform a Citywide assessment of traffic calming opportunities; and
 - Collect 1-week of speed data on up to six (6) neighborhood roadways (selected in consultation with the City staff and Police Department).
- c) VHB will summarize the data compiled to identify issues, values, and concerns, and to highlight constraints and opportunities (for use at the kick-off meeting).
- d) VHB will facilitate a project kick-off meeting with the Steering Committee at the end of Task 1. The purpose of the meeting will be to present the priorities, goals, and objectives of the plan; discuss the initial findings from the data gathering phase; and solicit input from the Steering Committee with regard to their understanding of the current issues associated with the City's transportation system. For scheduling purposes, the kick-off meeting is assumed to coincide with one of the City's Transportation Advisory Committee (TAC) quarterly meetings such that the public can use this opportunity to provide input from the very beginning of the project.

Product: Kick-off meeting minutes and supporting figures/graphics will be prepared and provided for the City to post on the website.

Task 2 Synthesize Data

Under Task 2, VHB will analyze the transportation systems data gathered under Task 1 to identify specific current issues and expected future deficiencies. The results of this evaluation will be used to outline and establish the basis for the policies and transportation improvement measures that will be presented in the plan. The end result of this evaluation is anticipated to be a series of maps and/or graphics that visually display the focus areas for each element of the transportation system being addressed. The compilation of these individual maps will set the framework for the evaluation of strategic alternatives under Task 3. Specific issues maps are expected to include the following:

- | | |
|--|---|
| ➤ Traffic Volumes and Congestion | ➤ Neighborhoods/Areas for Traffic Calming |
| ➤ High or Sensitive Crash Locations | ➤ Pedestrian and Bicycle Connectivity/Gaps |
| ➤ Transit Routes/Stops and Gaps in Service and Attractive Facilities | ➤ Land Use Patterns and Important Future Generators |

It is anticipated that the need for additional issues maps may result from the kick-off meeting and/or throughout Task 2.

Product: Brief existing conditions memorandum summarizing the issues maps.



Task 3 Evaluate Strategic Alternatives

VHB will prepare and evaluate up to three (3) conceptual designs for alternative future transportation scenarios that address the issues and concerns identified under Task 2. Scenarios will integrate the historic and aesthetic qualities that contribute to the City's unique visual character and will build off elements previously established in the Vision and Land Use Analysis Chapters. Focus areas for each alternative will include the following elements:

- | | | |
|-----------------------------------|--------------------------------|--------------------------|
| ➤ Roadway Capacity | ➤ Access Management | ➤ Streetscape Design |
| ➤ Pedestrian Facilities Options | ➤ Bicycle Facilities Options | ➤ Complete Streets |
| ➤ Pedestrian Connectivity Options | ➤ Bicycle Connectivity Options | ➤ Transit Stop Locations |
| ➤ Traffic Control Devices | ➤ Traffic Calming Elements | ➤ Transit Shelters |

During this phase, VHB will also review the existing local transportation ordinances and identify those in need of update. The evaluation of alternatives will result in citywide transportation recommendations and will include the preparation of cross sectional street design guidelines for local, arterial and collector streets. These guidelines will be developed for incorporation into the City's land use regulations and Capital Improvement Programming for arterial and collector streets.

In addition, VHB will draft policies to provide the City with guidance for future decision-making with regard to the use of implementing new traffic control devices (such as STOP-signs) and traffic calming measures. Lastly, VHB will evaluate the speed data collected on the neighborhood streets in accordance with guidance provided in the Manual on Traffic Control Devices (MUTCD) to assist the City with determining appropriate posted speed limits for local streets.

Product: Maps and other graphics, applicable analysis results, and matrices (as needed to facilitate discussion at the Steering Committee and other public meetings).

Task 4 Draft and Final Transportation Chapter

VHB will prepare a draft Transportation Chapter incorporating appropriate materials prepared in Tasks 1 through 3 and submit to the Steering Committee for review and comment. Upon review and approval of the Steering Committee, VHB will produce the final document using the template and guidance provided by the City staff. For budgeting purposes, it is assumed that 10 hard copies of the draft and final chapters will be produced; Word and PDF versions will be provided electronically for City use.

Product: Draft and final Transportation Chapter

Task 5 Meetings and Public Engagement

In addition to the kick-off meeting described under Task 1, VHB will facilitate a series of Steering Committee and public workshop/informational meetings throughout the process. VHB will develop and submit to the Steering Committee an outline of how the Team proposes to maintain public involvement throughout the course of the project. Although it is possible that public involvement needs for the project may change as each task unfolds, for budgeting purposes the following meeting schedule has been assumed:



- Task 2 – 2 Steering Committee meetings with the first meeting coinciding with a public workshop.
- Task 3 – 3 Steering Committee meetings with the second meeting coinciding with a public workshop.
- Task 4 – 1 Steering Committee meeting to review and discuss the draft chapter.

VHB will contact the City one week prior to each meeting to review agenda items and anticipated materials to be presented. VHB will be responsible for preparing and distributing meeting notices and agendas by email to all group members in advance of each meeting. VHB will also prepare meeting notes and any supporting presentation materials (graphics, handouts, PowerPoint presentations, Turning Point surveys, etc.) required to facilitate each meeting.

In addition to formal meetings, the public involvement plan will include preparing study-related communications such as e-mails and newsletters or other media communications for the City to post on the website. For budgeting purposes, we have assumed up to two (2) newsletters.

COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a not to exceed basis for \$100,000. Approximate budgets by task and expenses as outlined below.

Task	Description	Estimated Labor Fees
1	Develop a Full Understanding of Dover's Transportation System	\$11,500
2	Synthesize Data	\$14,000
3	Evaluate Strategic Alternatives	\$29,500
4	Draft and Final Transportation Chapter	\$16,750
5	Meetings and Public Engagement	<u>\$20,250</u>
	Labor (Subtotal)	\$92,000
	Expenses	<u>\$8,000</u>
	Total	\$100,000

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; shipping, postage, and courier service charges; purchase of maps or similar documents; etc. These direct expenses will be billed at cost. Expenses for this assignment include the use of a traffic data collection vendor to collect speed data under Task 1. Vendor costs are estimated to be \$3,600 and will be billed as a project expense. VHB has budgeted a total of **\$8,000** for project expenses.

SCHEDULE

VHB anticipates that the project will take approximately 10 months to complete with the following approximate breakdown by task:

	Task 1		Task 2		Task 3			Task 4		
Meetings	Kick-off (TAC Open Forum)		2 Steering Committee 1 Public Workshop		3 Steering Committee 1 Public Workshop			1 Steering Committee		
Month	1	2	3	4	5	6	7	8	9	10



VHB will begin performance of the above services upon receipt of a fully executed contract. The schedule is also subject to weather and timely delivery of information to be provided by the Client and is exclusive of Client and local review of interim products. If the Client requests that work under this agreement be stopped, or instructs VHB to complete work out of sequence, the schedule and fee estimate is subject to renegotiation when written authorization to proceed is received.

SERVICES NOT INCLUDED

The Scope of Services for this Agreement is inclusive only of those tasks herein specified. Should any other work be required, VHB will prepare an appropriate proposal or amendment, at the Client's request, that contains the scope of services, fee, and schedule required to complete the additional work items.

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[STANDARD CITY] AGREEMENT

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- 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



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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.



CITY OF DOVER

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

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 Vendor

(insert contact and address)



CITY OF DOVER

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

VENDOR

[name], Duly Authorized

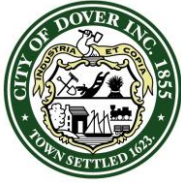
Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date

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CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2015.06.10 - 072**
Resolution Re: B15055 Video Surveillance System for three Water Treatment Plants

WHEREAS: A Sealed Request for Bid B15055 was issued and received for video surveillance system for three water treatment facilities on May 6, 2015 at 11:00 am. A site visit to each location was conducted on April 20, 2015; and

WHEREAS: Nine replies were received and evaluated by a team of city personnel from Community Services, Finance/Purchasing and IT departments. The proposal deemed most advantageous to the city was submitted by Setronics Security Integrators in the amount of \$34,415.00; and

WHEREAS: In December 2014 the City was awarded three grants totaling **\$34,430.00** from the Homeland Security Grant Program for the purchase of a video security system. The locations and budgets are Water Treatment Facility at 11 Lowell Ave **\$6,185.00**, Water Treatment Facility (Griffin) at 355 Mast Rd **\$18,360.00** and Water Treatment Facility at River St **\$9,885.00**.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Setronics Security Integrators for video surveillance systems at rates provided in conjunction with Bid B15055. 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
2215.1.300.43320.4741.03557.15	Lowell Ave Mach & Equipment	6,185	6,185
2215.1.300.43320.4741.03556.15	Griffin Machinery & Equipment	18,360	18,360
2215.1.300.43250.4741.04575.15	River St Machinery & Equipment	9,885	9,885

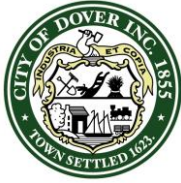
AUTHORIZATION

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.

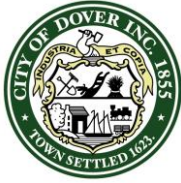
Resolution Number: **R – 2015.06.10 - 072**
Resolution Re: B15055 Video Surveillance System for three Water Treatment Plants

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.4.

Resolution Number: **R – 2015.06.10 - 072**
Resolution Re: B15055 Video Surveillance System for three Water Treatment Plants

RESOLUTION BACKGROUND MATERIAL:

The City of Dover has received **three Homeland Security Grants** totaling the amount of \$34,430 for a video surveillance system for three water treatment plants in the city. Scope of work shall be completed by 8/31/15 per grant requirements. The three locations and budgets are:

1. Water Treatment Facility at 11 Lowell Ave **\$6,185.00**
2. Water Treatment Facility (Griffin) at 355 Mast Rd **\$18,360.00**
3. Water Treatment Facility at River St **\$9,885.00**

Bid Information:

Sealed request for bid B15055 was solicited and received on May 6, 2015 @ 11:30am

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.

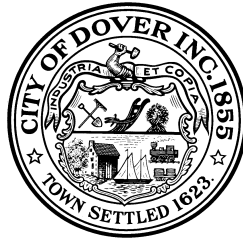
Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	285	Number of Responses:	9
Warranty:	4 years	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completion	Estimated Delivery:	Prior to 8/31/15
Recommended Award to:	Setronics Security Integrators	Fund:	Grants
Other Approvals Required:	Yes Grant	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – B15055 Bid Results
Exhibit B – B15055 Draft Contract Documents

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

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



288 Central Avenue
Dover, New Hampshire 03820-4169

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

City of Dover, New Hampshire

OFFICE OF THE FINANCE DIRECTOR

B15055 Results – Video Surveillance System for Water Treatment Plants

Vendor	Lowell Ave	Mast Road	River Street	Total
A2 Systems LLC 100 TradeCenter STE G-700100 Woburn, MA 01801 978-590-9903	\$4,683.00	\$9,202.68	\$5,771.59	\$19,658.25
One Source Security 446 D.W. Highway Merrimack, NH 03054 603-645-5969	\$6,178.12	\$10,852.65	\$9,692.65	\$26,723.42
Howard Systems, LLC 16 Quarry Drive Rochester, NH 603-335-9900	\$2,682.00	\$5,511.00	\$3,098.00	\$11,291.00
NorradPro 54 Fales Road No. Attleboro, MA 02760 508-212-0077	\$3,700.00	\$9,875.00	\$4,675.00	\$18,250.00
Setronics Security Integrators 5 Executive Park Drive Billerica, MA 01862 978-671-5450	\$6,180.00	\$18,355.00	\$9,880.00	\$34,415.00
EastCoast Security Services 68 Stiles Road, Unit C 603-458-6511	\$4,265.00	\$7,170.00	\$5,170.00	\$16,605.00
TYCO 35 Progress Ave Nashua, NH 03062 603-706-0534	\$6,185.00	\$18,360.00	\$9,885.00	\$34,430.00
Northmark Security PO Box 1109 New London, NH 03257 603-763-4982	\$2,437.00	\$9,227.00	\$3,418.00	\$15,082.00
D.M. Burns Security 100 Central Ave Dover, NH 03820 603-742-3212				\$34,400.00

See bid replies for alternates and other options.



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[STANDARD CITY] AGREEMENT

THE CITY OF DOVER, a municipal corporation, 288 Central Avenue, Dover, New Hampshire 03820 and _____ (state the legal entity of the Vendor)(registered to do business in the State of New Hampshire, ***if applicable***)(address) _____(the "Vendor"), who for valuable consideration agree as follows (the "Agreement"):

1. **Purpose.** This Agreement refers to and incorporates the provisions of a Request for Proposal RFP #B_____ entitled "_____" issued by the City of Dover. Specifically, this Agreement is to provide (*insert description of the project*)
2. **Agreement Documents.** The Agreement shall include and consist of the following documents (the "Agreement Documents"):
 - a. Agreement (5 pages);
 - b. RFP #B_____ issued by the City of Dover;
 - c. Response of the Vendor dated _____, 2014;
 - d. Schedules A and B (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 RFP #B_____ ; 3) response of the Vendor; and 4) any schedules.
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 _____. This Agreement shall end on (*insert date or if no specific date "completion of all work required under the Scope of Services and payment therefore."*).
6. **Cost and Payment.** The City of Dover shall pay the Vendor an amount not to exceed _____ DOLLARS (\$) _____ (*based on Unit Pricing, if applicable*) for services within the Scope of Services. The City of Dover



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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



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Vendor or its officers, directors, employees, agents or independent professional 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 Vendor
(insert contact and address)



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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.

VENDOR

[name], Duly Authorized

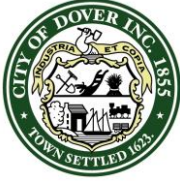
Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date

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CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2015.06.10 – 073**
Resolution Re: **Dog Warrant**

WHEREAS: Dog owners are required to license their dogs by May 1st of each year; and

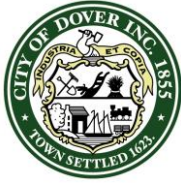
WHEREAS: RSA 466:14 requires town and city clerks, within 20 days from June 20th, to seek authority to issue a warrant to local law enforcement.

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

The City Clerk is hereby authorized to issue the annual dog warrant for owners who have not properly licensed their dogs and to proceed with any civil forfeiture proceedings as permitted by State law.

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 City Attorney		
Recorded by:	Karen Lavertu City Clerk		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2015.06.10 – 073**
Resolution Re: **Dog Warrant**

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:

State law RSA 466:14 requires the City Clerk to obtain the authority to issue a warrant to the appropriate local law enforcement officer to continue the annual process of collecting fees and fines for dog registrations.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R - 2015.06.10 – 074**
Resolution Re: **HealthTrust Membership Agreement**

WHEREAS: The Dover City Council adopted a Resolution on February 8, 1995 authorizing the City Manager to enter into a cost saving agreement for health insurance coverage in collaboration with City employees to provide long term savings on health insurance premiums for the City and its employees; and

WHEREAS: The City seeks to enter into a participation agreement with HealthTrust, Inc. to provide group medical coverage and other benefit plans to its employees; and

WHEREAS: The HealthTrust By-Laws and participation agreement, and Chapter 5-B of NH Statutes requires City Council approval of agreements with HealthTrust, Inc.

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

The City of Dover shall participate as a Member of HealthTrust pooled risk management program for the provisions of group medical and other benefit plans in accordance with the “Application and Membership Agreement,” and NH RSA 5-B; and

FURTHER: The City Manager is hereby authorized and directed to execute and deliver to HealthTrust, on behalf of the City of Dover, the “Application and Membership Agreement,” in substantially the forms presented in the Background of this Resolution; and

FURTHER: The City Manager is hereby authorized and directed to execute and deliver to HealthTrust a certificate of this resolution.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved as to Legal Form and Compliance:	Anthony Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R - 2015.06.10 – 074**
Resolution Re: **HealthTrust Membership Agreement**

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 Application Agreement and Membership and By-Laws are attached and included in this background material.



Bylaws HealthTrust, Inc.

HealthTrust

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The following are the Bylaws of HealthTrust, Inc.:

ARTICLE I

Definitions

The terms “his”, “he”, “him”, “hers”, “she”, “her” or any other denomination of gender are used herein in a gender-neutral sense to refer to both male and female gender. Capitalized terms used herein have the following meanings:

“Application and Participation Agreement” means the application and agreement entered into by a Member to participate in HealthTrust pursuant to Section 3.2 (a).

“Articles of Incorporation” means the HealthTrust, Inc. Articles of Incorporation filed with the New Hampshire Secretary of State, as amended from time-to-time whether before or after the date of adoption of the Bylaws.

“Board of Directors” or “Board” or “Directors” means the Municipal Public Officials, School Public Officials, Employee Officials and the County Public Official then serving as the governing body of HealthTrust pursuant to Article VI.

“Bylaws” means these amended and restated bylaws that govern HealthTrust.

“Chair” means the presiding officer of the Board of Directors elected by the Directors as provided in Section 7.1 to perform certain duties as more specifically described in Section 7.3.

“Code” means the Internal Revenue Code of 1986, as amended, and regulations pertaining thereto and subsequent and corresponding federal law and regulations.

“Contribution(s)” means any required payment by Members to participate in HealthTrust pursuant to the Operative Documents.

“County Public Official” means a Public Official of one of New Hampshire’s ten (10) counties.

“County Director” means at any time, the person then serving as a Director by reason of being a County Public Official.

“Coverage Documents” means the documents governing the Coverage Programs, including but not limited to plan certificates, transmittals and other governing documents, contracts or agreements for benefits or services provided.

“Coverage Program” means group health, dental, short-term disability, long-term disability, life insurance or any additional coverage program provided by HealthTrust to Members.

“Director” means a person serving as a member of the HealthTrust Board of Directors.

“Elected or Appointed Official” means, solely for purposes of Director qualification, (i) any publicly elected official of a Member or entity eligible to be a Member whose term of office is at least one (1) year’s duration (or who is appointed to fill the unexpired term of such office) or (ii) any official appointed to a department head level administrator position by the Governing Body or chief executive officer of a Member or entity eligible to be a Member.

“Employee” means in whole or in part as each Member in HealthTrust may determine, any individual (but not including an independent contractor) described in the categories below and on whose behalf Contributions are made to HealthTrust by a Member:

- (a) An employee within the meaning of Sub-Title C of the Code;
- (b) Any person who has been an employee described in the immediately preceding subsection (a) but is on leave of absence or is retired;
- (c) Any publicly elected official of a Member whose term of office is at least one (1) year's duration (or official appointed to fill the unexpired term of a publicly elected official) regardless of his or her scheduled work week if such official is described in one of the categories as follows:
 - (i) Individuals serving on the Governing Body of a Member; or
 - (ii) Officials who serve in an administrative position of a Member which position is comparable in status to a department-head level appointed administrator, but which, by law or option of the Member, is an elected position. Such position shall include, but not be limited to, clerks, treasurers, tax collectors, road agents and police chiefs.
- (d) Volunteer firefighters and part-time firefighters of a Member's fire department, regardless of his or her scheduled work week, upon satisfaction of the following criteria ("firefighters"):
 - (i) The Member's fire department or service is subject to RSA 154:1;
 - (ii) It is determined by resolution of the Governing Body of a Member that its firefighters shall be eligible for participation in HealthTrust;
 - (iii) The firefighter has continuously served as a firefighter in the Member's fire department for one year;
 - (iv) The firefighter meets and maintains State of New Hampshire, Division of Fire Standards & Training, Firefighter I certification as a firefighter.
- (e) Any elected or appointed official serving on a permanent board or commission of a Member which board or commission is established pursuant to a statute of the State of New Hampshire and whose term of office is at least one (1) year's duration regardless of his or her scheduled work week.
- (f) Any spouse or dependent, including a surviving spouse or dependent, of any of the foregoing persons.

"Employee Directors" means at any time, as a group, the persons then serving as members of the Board of Directors by reason of being Employee Officials.

"Employee Official" means an employee within the meaning of Sub-Title C of the Code of a Member or an entity eligible to become a Member and who is not an Elected or Appointed Official.

"Executive Director" means the person appointed pursuant to these Bylaws by the Board of Directors to be responsible for the daily activities of HealthTrust.

"Finance and Personnel Committee" is defined in Section 7.5 (b) (ii).

"Governance and Nominating Committee" is defined in Section 7.5 (b) (iii).

"Governing Body" means the board of selectmen in towns, the city council or board of aldermen in cities, the town council in towns, the board of commissioners in counties and village districts, the school board in school districts, and other similar governing bodies of authorities, agencies or entities eligible to become Members.

“HealthTrust” means HealthTrust, Inc., a New Hampshire voluntary corporation.

“Insurer” means any insurance company providing any insurance, reinsurance, or excess insurance contract to HealthTrust related to a Coverage Program including, but not limited to, any such policy that HealthTrust deems necessary or prudent.

“Member(s)” means any entity that is participating in HealthTrust pursuant to Article III, remains in compliance with Sections 3.1 and 3.2 ; and has not withdrawn or been terminated pursuant to Article IV.

“Municipal Directors” means at any time, as a group, the persons then serving as Directors by reason of being Municipal Public Officials.

“Municipal Public Official” means a Public Official of a New Hampshire city, town, village district, or an entity created for a special purpose administered or funded by any of the above-named governmental units.

“Officers” means the Chair and Vice Chair, or, if in the singular, the Chair or Vice Chair, as the context requires.

“Operative Documents” means (i) these Bylaws, (ii) the Articles of Incorporation, (iii) the Application and Participation Agreement, (iv) the Coverage Documents, and (v) any Rules and other agreements pursuant or incident thereto.

“Pool Year” means a twelve (12) consecutive month period chosen from time-to-time by the Board of Directors for periods of coverage for HealthTrust. HealthTrust may have more than one (1) Pool Year and Pool Years may be different between and within Coverage Programs. A Pool Year may be any period less or more than twelve (12) months if it is the first or last such year of a coverage, or a year or years involving a change in the Pool Year.

“Public Official” means an individual who is serving as an Elected or Appointed Official of a Member or an entity eligible to be a Member pursuant to Section 3.1.

“Rules” means any rules adopted by HealthTrust for the operation of its program.

“School Directors” means at any time, as a group, the persons then serving as Directors by reason of being School Public Officials.

“School Public Official” means a Public Official of a New Hampshire school district, charter public school or school administrative unit.

“Service Company” means any entity or independent contractor designated to operate or provide claims administration or other administrative services including but not limited to human resources, information technology, wellness, risk management, financial services, or to perform similar or other services for or on behalf of HealthTrust.

“Standing Committees” is defined in Section 7.5 (b).

“Strategic Planning Committee” is defined in Section 7.5 (b) (i).

“Vice Chair” means the member of the Board of Directors elected by the Board of Directors as provided in Section 7.1 to perform certain duties as more specifically described in Section 7.4.

ARTICLE II

Mission

SECTION 2.1. Mission.

The mission of HealthTrust is to provide high quality, cost-effective employee benefit products and services for public employers and employees in New Hampshire in order to reduce costs through pooling strategies with a commitment to education, health promotion and disease prevention.

ARTICLE III

Membership in HealthTrust

SECTION 3.1. Eligibility to Become a Member of HealthTrust. Entities eligible to become a Member of HealthTrust are: any city, town, county, school district, chartered public school, village district, school administrative unit, or any district or entity created for a special purpose administered or funded by any of the above-named governmental units, and which is located in and authorized by New Hampshire law.

SECTION 3.2. Requirements to Become a Member of HealthTrust. Prior to becoming a Member of HealthTrust, an entity must:

- (a) Complete an Application and Participation Agreement or such other written request to become a Member as the Board of Directors shall determine;
- (b) Meet all other criteria established and provide all information requested by HealthTrust which it deems necessary and prudent;
- (c) Receive the approval of any Insurer whose approval is required as a condition of providing insurance;
- (d) Be a political subdivision for Federal income tax purposes or an entity the income of which is exempt under Section 115 of the Code; and
- (e) Not cause HealthTrust to be disqualified under NH RSA 5-B, Code §115 or any other applicable Federal or state law.

SECTION 3.3. Acceptance as a Member of HealthTrust. The Executive Director has the authority to accept any entity which meets the criteria set forth in Sections 3.1 and 3.2. An entity which in the judgment of the Executive Director does not meet the criteria set forth in Sections 3.1 and 3.2 may request that the decision of the Executive Director be reviewed by the Board of Directors. After conducting such review, the Board of Directors shall decide whether or not the applicant meets the eligibility criteria. The decision of the Board of Directors in this regard shall be final.

SECTION 3.4. Effect of Acceptance. Upon becoming a Member, each Member agrees to be bound by the provisions and terms of the applicable Operative Documents, any documents required by an Insurer then in effect, or any other requirements that may be adopted from time-to-time by HealthTrust.

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.

ARTICLE IV

Termination of Membership or Participation in a Coverage Program

SECTION 4.1. Termination. Status as a Member in HealthTrust or participation in any of its Coverage Programs shall be continuous unless terminated for:

- (a) Conduct that is determined by the Board of Directors in their sole absolute discretion pursuant to Section 4.2 to warrant termination for cause.
- (b) Failure to pay any Contribution when due and owing. The Executive Director shall have the authority and discretion to work out alternative payment arrangements in lieu of bringing termination for non-payment issues before the Board.
- (c) Failure to continue to meet the criteria required by HealthTrust or any Insurer including without limitation underwriting criteria.
- (d) Failure to comply or continue to comply with any material provisions of the applicable Operative Documents.

Termination pursuant to this Section 4.1 shall be accomplished by a resolution of the Board of Directors. The Board of Directors in such resolution may set forth the date of termination and any conditions precedent to such termination that the Board of Directors deem reasonable in their sole, absolute discretion. Except in the case of termination for non-payment of Contributions pursuant to Section 4.1(b), any termination shall be preceded by a written notice to the Member from the Board of Directors or Executive Director.

SECTION 4.2. Member Review and Process for Termination. Prior to termination pursuant to Section 4.1:

- (a) When in the determination of the Executive Director a Member has engaged in conduct that warrants termination, the Executive Director shall file a written report with the Board of Directors. Such report shall contain a summary of the facts and the Executive Director's recommendations regarding termination.
- (b) A copy of the Executive Director's report shall be mailed to the Member along with a notice of hearing of the Board of Directors at least ten (10) days prior to such hearing. Such notice of hearing shall include the place, date and time of the hearing and a request for attendance at the hearing. A Member objecting to the report and recommendations of the Executive Director shall submit a written statement to the Board of Directors setting out in detail the basis of the objection and any other information the Member desires to submit. Said statement must be mailed to the Executive Director no later than five (5) calendar days prior to the hearing.
- (c) The Board of Directors shall meet at the time and place designated in the notice of hearing. The Member shall be entitled to be represented at the hearing and present an oral statement and other information.
- (d) Following the hearing, the Board of Directors shall affirm, modify, or reject the recommendation of the Executive Director. The Board of Directors shall have the authority to place a Member on probation, the terms and duration of which it shall determine and shall also have the authority to terminate a Member. A copy of the decision of the Board shall be mailed to the Member.
- (e) The action of the Board of Directors shall be final and binding.

SECTION 4.3. Withdrawal by a Member. Subject to Section 4.5, a Member may withdraw from HealthTrust or terminate its participation in any of the Coverage Programs subject to the terms of the applicable Operative Documents and the following conditions:

- (a) A Member may withdraw its participation from a Coverage Program effective as of the last day of the month following sixty (60) days advance written notice to HealthTrust.
- (b) In the case of withdrawal, a Member shall remain liable for any Contribution that may have accrued prior to the effective date of such withdrawal.
- (c) Membership status shall be forfeited when a Member no longer participates in any Coverage Program.

SECTION 4.4. Effect of Termination or Withdrawal. Upon termination or withdrawal pursuant to Sections 4.1, 4.2 and 4.3, HealthTrust shall remain liable for any claim or other liability incurred prior to the effective date of such termination or withdrawal and for which HealthTrust is responsible pursuant to the Operative Documents. HealthTrust shall have no liability for any claim or other liability incurred by a withdrawing or terminating Member or its Employees after the effective date of such termination or withdrawal.

SECTION 4.5. Two Year Lockout from Medical Benefits Coverage.

- (a) When a Member cancels, terminates, withdraws from or otherwise ceases to participate in medical benefits coverage provided by or through HealthTrust, such Member shall not be eligible to participate in medical benefits coverage provided by or through HealthTrust, in any manner, for at least two full years from the date of such cancellation, withdrawal, termination or other cessation of participation.
- (b) The provisions of this Section 4.5 may be waived in the sole, absolute discretion and by a vote of the Board of Directors upon a written request signed by the Governing Body of the former Member. Any such written request of the former Member must be made within six (6) months of termination and must set forth the specific reasons and circumstances that, in the former Member's view, justifies the exercise of discretion by the Board of Directors to waive the provisions of this Section 4.5 and may include any or all of the following:
 - (i) that the former Member was misled as to coverage and/or final terms offered by the insurer or other entity providing coverage to the former Member after such termination or withdrawal from HealthTrust;
 - (ii) the insurer or other entity providing coverage to the Member after such withdrawal or termination from HealthTrust failed to accept retirees of the former Member as covered persons; or
 - (iii) the former Member did not realize the financial savings from a substitution of or change from the coverage provided by HealthTrust, as was or to the extent promised or represented by the insurer or other entity providing coverage to the former Member after its withdrawal or termination from HealthTrust.

SECTION 4.6. Portion of a Member. The provisions of this Article IV shall be separately and independently applied to those distinct subunits of a Member which are actually participating in or are eligible to participate in HealthTrust pursuant to the applicable Operative Documents, such as, by way of example and without limitation, a collective bargaining unit that comprises a portion of a Member or a school district that comprises a portion of a Member that is an SAU.

SECTION 4.7. No Claim.

- (a) A Member that is terminated or withdraws from a Coverage Program shall thereupon and at all times thereafter have no right to, or claim on, without limitation, any of the assets, income, distributions (whether

past, present or future), reserves or property, whether or not then owned or after acquired, of HealthTrust related to that Coverage Program.

- (b) A Member that is terminated or withdraws from HealthTrust shall thereupon and at all times thereafter have no right to, or claim on, without limitation, any of the assets, income, distributions (whether past, present or future), reserves or property, whether or not then owned or after acquired, of HealthTrust.

ARTICLE V

Return of Surplus

SECTION 5.1. Return of Surplus. HealthTrust shall return all earnings and surplus (including without limitation any net income that accrues for purposes of Section 115 of the Code) in excess of any amounts required for administration, claims, reserves, and purchase of excess insurance ("Surplus") to participating Members in accordance with this Article and RSA 5-B. The determination of when Surplus exists and the Members who are eligible to participate in a return of Surplus shall be made by the Board of Directors in accordance with this Section 5.1. Once this determination is made, the amount of Surplus, if any, to be allocated for return to any particular eligible Member shall be made in accordance with Section 5.2. Only Members who are eligible under this Section 5.1 and to whom Surplus is allocated for return under Section 5.2 shall have a legal, enforceable right to a share of Surplus. A Member is eligible to accrue rights to Surplus and participate in the return of such Surplus only if (i) that Member is in good standing and participating in HealthTrust on the date of adoption of the Board of Directors' resolution that declares such Surplus and (ii) that Member has been in good standing and participating in HealthTrust continuously and without interruption or absence from the last day of the end of the year for which the Surplus is declared through the date of distribution set forth in the Board of Directors' resolution declaring such Surplus. Such return may be by reduction in Contributions due in subsequent Pool Years unless such Member elects otherwise by notice.

SECTION 5.2. Proportions in Which Surplus is Distributed. The Board of Directors may provide for Surplus to be distributed among Members who are eligible under Section 5.1 hereof in such proportions as the Board of Directors may determine, provided that such determination shall allocate such Surplus among the eligible Members in a manner that is non-discriminatory as to eligible Members participating in similar Coverage Programs and having similar payments of, or reservations for, claims. Subject to the foregoing non-discrimination standard, nothing in the foregoing shall be deemed to require that any eligible Member receive any particular proportion of Surplus or any Surplus at all; rather the allocation shall be made to some or all eligible Members in accordance with the allocation determination made by the Board of Directors in accordance with this Section 5.2. The Board of Directors may furthermore, from time-to-time, modify or change the determination as to the eligible Members' proportionate shares of the future Surplus attributable to a Coverage Program, provided that no modification or change shall affect Surplus allocated to an eligible Member before the effective date of such modification or change. In the event HealthTrust shall have Surplus under Section 5.1 but the Board of Directors does not allocate such Surplus among eligible Members as provided in this Section 5.2, then such Surplus shall be allocated to eligible Members in proportion to the respective Contributions to the applicable Coverage Program during the Pool Year for which the Surplus is declared.

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. Qualification 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 a 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; 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.

SECTION 6.4. Acceptance of Office of Directors; Board Commitment Letter.

- (a) Each Director shall accept the office of Director by acceptance, execution and delivery of the Board Commitment Letter.
- (b) The Board of Directors shall adopt and annually review a Board Commitment Letter which sets out the expectations of the Directors and the commitments those Directors have to the Members.
- (c) If the Board amends the Board Commitment Letter, all Directors must execute and deliver the revised Board Commitment Letter.
- (d) A Director who has not delivered an executed copy of the then current Board Commitment Letter shall not be entitled to vote.

SECTION 6.5. Tenure of Directors.

- (a) As of the 2013 annual meeting of the Members, the terms of office of all the Directors then serving shall expire, and the Members at that meeting shall elect the full Board of Directors with three Directors elected to a one-year term, four Directors elected to a two-year term, and four Directors elected to a three-year term. After the expiration of the terms established in 2013, the Members shall elect Directors to three (3) year terms, and the terms will be staggered so that no more than four (4) Directors will be elected to full terms in any one year.
- (b) A Director may serve no more than three (3) consecutive 3-year terms. A Director who is appointed to fill a vacancy shall serve the remainder of the vacant term and may, then, serve no more than three (3) consecutive 3-year terms.

SECTION 6.6. Power of Other Directors to Act in Case of Vacancy. If a vacancy occurs in any office of Director for any reason, the remaining Directors then in office shall have full power and authority to act until such vacancy is filled. The remaining Directors have the authority to fill any vacancy on the Board of Directors for the remainder of the term of the vacant position. The Governance and Nominating Committee shall make recommendations to fill such vacancies.

SECTION 6.7. Regular Meetings. The Board of Directors may provide the time and place within the State of New Hampshire for the holding of regular meetings. All regular meetings of the Board shall comply with the public notice and open meeting requirements contained in RSA 91-A, the New Hampshire Right-to-Know Law. This Section shall apply equally to meetings of committees.

SECTION 6.8. Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the Chair, a majority of the Directors or by a Standing Committee. The person or persons authorized to call any such Special Meeting may fix the time and the place for the holding of any such Special Meeting of the Board of Directors. Any such meeting may be called upon at least twenty-four (24) hours' notice delivered by email to each such Director at his or her business or residential address. A second form of notification which may include a telephone call or voice mail message shall be provided unless the Director acknowledges receipt of the email notification with a return email. Notices shall specify the date, time, place and purposes thereof. This Section shall apply equally to meetings of committees. All special meetings of the Board shall comply with the public notice and open meeting requirements contained in RSA 91-A, the New Hampshire Right-to- Know Law.

SECTION 6.9. Attendance at Meeting. The attendance of a Director at any meeting of the Board of Directors shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. A Director may attend a meeting by telephone as long as such attendance does not violate any applicable provisions of RSA 91-A, the New Hampshire Right-to-Know Law.

SECTION 6.10. Quorum. A quorum for the transaction of business at a duly called meeting of the Board of Directors shall consist of a majority of the Directors then serving. A quorum for the transaction of business at a duly called meeting of a committee of the Board of Directors shall consist of a majority of the Directors then serving on the committee. The Chair, as an ex officio member of each Standing Committee, shall not be considered serving on the committee, for purposes of a quorum, unless he or she is present.

SECTION 6.11. Voting.

- (a) Other than as provided in Section 6.11 (b), all actions of the Board of Directors shall be by a majority vote of the Directors present and voting at a duly called meeting at which there is a quorum present.
- (b) A two-thirds (2/3) majority of the Directors then serving is required to (i) change the composition of the Board of Directors, (ii) sell or otherwise transfer assets other than in the regular course of business, merge, consolidate, amalgamate or engage in a similar transaction whether or not at arms-length or for fair value, (iii) remove a Director pursuant to Section 6.14, or (iv) amend or otherwise modify this Section 6.11 or Section 11.1.

SECTION 6.12. Reimbursement of Expenses for Directors. Directors shall not receive compensation but may be reimbursed for mileage and other reasonable expenses properly and actually incurred in the course of acting as Directors.

SECTION 6.13. Resignation of a Director. A Director may resign by an instrument in writing, including email, delivered to the Chair or to the Executive Director, who shall forthwith notify the Chair. Such written notice of resignation may state a prospective date upon which such resignation shall become effective; otherwise, such resignation shall become effective upon receipt by the Executive Director or the Chair. Upon the effective date of any such resignation, such Director shall become and be fully discharged from all further duties, responsibilities or liabilities associated with such office. A Director, upon vacating such office shall turn over and deliver any and all records, books, documents, or other property of HealthTrust in the possession or under the control of such Director to the Executive Director.

SECTION 6.14. Removal of a Director. A Director may be removed from office by a vote of a two-thirds (2/3) majority of Directors then serving on the Board of Directors at any time and for any reason, including, but not limited to, for (i) failure to attend two (2) consecutive meetings of the Board of Directors, (ii) failure to attend two (2) consecutive meetings of a committee, (iii) material violations of the Bylaws, Rules or policies of the Board of Directors, or (iv) breach of a fiduciary duty to be performed by a Director. The Chair, as an ex officio member of each Standing Committee, shall be exempt from the attendance requirement for Standing Committee meetings.

ARTICLE VII

Officers and Committees

SECTION 7.1. Officers. The Officers of the Board shall be a Chair and Vice Chair. The Officers shall be elected by the Board of Directors from among their number and each officer shall be a Public Official.

SECTION 7.2. Term of Office. All Officers shall have a two (2) year term beginning at the meeting at which they are elected and ending:

- (a) at the first meeting of the Board of Directors after the annual meeting which occurs in the year that their term as an Officer expires;
- (b) the date on which they no longer meet the qualification requirements for a Director pursuant to Section 6.2; or
- (c) at the time in which their seat is declared vacant for any other reason.

SECTION 7.3. Duties of the Chair. The Chair shall be the presiding officer at all meetings of HealthTrust. The Chair shall appoint all Standing Committees and their chairpersons. The Chair shall be a voting member of each Standing Committee *ex officio*.

SECTION 7.4. Duties of the Vice Chair. In the absence or inability of the Chair to attend a meeting of the full Board of Directors, the Vice Chair shall perform the duties of the Chair. In addition the Vice Chair shall perform such other duties as are delegated by the Chair.

SECTION 7.5. Committees.

- (a) General Authority. The Board of Directors shall have the power and authority to appoint from among themselves such committees as the Board of Directors shall deem expedient which may be vested with such powers as the Board of Directors in its sole discretion shall determine. The Board Chair, with the input of the Chairs of the Standing Committees, shall have the authority to promulgate procedures for the coordination and exchange of information among Standing Committees and the internal operational functioning of the Board.
- (b) Standing Committees. The chair and all members of all Standing Committees shall be appointed by and removed by the Chair. Each Director shall serve on at least one (1) Standing Committee. Each Standing Committee's recommendations shall be presented to the full Board for action regardless of its impact upon the functional responsibility of any other Standing Committee. HealthTrust shall have the following Standing Committees (the "Standing Committees"):
 - (i) Strategic Planning Committee. The Strategic Planning Committee shall review current and potential wellness and risk management programs and employee benefit programs for the purpose of keeping HealthTrust apprised of the latest information and to ensure competitiveness of products and services in order to attract and retain Members. The Committee shall also be responsible for reviewing other policies of HealthTrust not assigned to other committees. The Committee shall make policy and program recommendations to the Board of Directors.
 - (ii) Finance and Personnel Committee. The Finance and Personnel Committee shall direct the preparation of a proposed budget for each subsequent year and present said budget to the Board of Directors for approval. The Committee shall review, oversee and/or make recommendations on financial and actuarial rating procedures, the annual independent audit process, investment policy, internal audit

and financial statements. The Committee shall (i) oversee pay studies, personnel policies, cost of living adjustments and fringe benefits with regard to employees of HealthTrust, (ii) evaluate the Executive Director in consultation with the full Board of Directors, (iii) recommend to the Directors changes to such policies and procedures, in order to improve or ensure competitiveness of HealthTrust and (iv) review and make recommendations to the full HealthTrust Board on requests for the addition of permanent staff positions.

- (iii) Governance and Nominating Committee. The Governance and Nominating Committee shall nominate persons to serve as members of the Board of Directors and as Chair and Vice Chair, and shall have the responsibility to review and make recommendations to the Board of Directors on amendments to the Bylaws.

ARTICLE VIII

Duties and Powers of the Board of Directors

SECTION 8.1. General Duties of the Board of Directors. The Board of Directors shall set policy, oversee and administer HealthTrust and without limitation to the preceding clause, shall perform the following duties:

- (a) Ensure the payment of benefits and claims to or on behalf of the Members in accordance with the Operative Documents.
- (b) Create reserves for the payment of benefits and claims and for any other legitimate purpose for HealthTrust.
- (c) Pay or provide for the payment on behalf of Members to an Insurer of all premiums as they become due on any policy of insurance or reinsurance.
- (d) Cause to be maintained accounts of all investments, receipts, disbursements and all other transactions affecting funds and properties of HealthTrust.
- (e) Engage an independent certified public accountant who is appointed by and reports directly to the Board of Directors to perform a financial audit at least once per Pool Year and cause copies of such audits to be distributed to Members.
- (f) Maintain minutes of all meetings of the Board of Directors and Members and cause copies thereof to be distributed in a timely manner to all Directors.
- (g) Pay all taxes and assessments of any and all kind whatsoever that may be levied or assessed under existing or future laws upon HealthTrust or any of its income.
- (h) Cause the terms and provisions of these Bylaws and the other Operative Documents to be performed and carried out and the assets of HealthTrust to be properly held and administered.
- (i) Pay or provide for the payment of all reasonable and necessary expenses of administering HealthTrust and all charges reasonably incurred by HealthTrust or the Board of Directors in carrying out the purposes of HealthTrust and the functions of the Board.
- (j) Assure compliance with the requirements of NH RSA 5-B, and other applicable laws, as amended.
- (k) Assure that HealthTrust and all Members are political subdivisions for Federal income tax purposes or entities the income of which is exempt under Section 115 of the Code.

SECTION 8.2. Powers of the Board of Directors. The Board of Directors shall have such powers as may be necessary or prudent to discharge their responsibilities in setting policy, administration and oversight of HealthTrust, and without limiting the prior clause, shall have the following powers:

- (a) To designate a bank or banks as a depository and to designate one or more persons as are appropriate to withdraw sums therefrom.
- (b) To receive, hold, manage, invest and reinvest such monies and property in stocks, bonds or other securities.
- (c) To require and receive such reports from the Members or their employees as they deem necessary or advisable.
- (d) To sue and be sued, or to prosecute and defend any and all actions; to oversee litigation policy and strategy; to compromise or settle any suit, claims or demands, or waive or release any rights relating to HealthTrust, or any of its property.
- (e) To adopt and enforce Rules not inconsistent with the provisions of the Bylaws or any Operative Documents as the Board of Directors may from time-to-time deem expedient.
- (f) To make, execute, acknowledge and deliver any and all documents that may be necessary or appropriate to carry out the powers herein granted.
- (g) To borrow or raise money in such amounts and upon such terms and conditions as the Board of Directors shall deem advisable.
- (h) To hold cash, uninvested, for such length of time as the Board of Directors may determine without liability for interest thereon.
- (i) To continue to have and to exercise, after the termination of HealthTrust and until final distribution, all of the title, powers, discretion, rights and duties conferred or imposed upon the Board of Directors hereunder, or by law.
- (j) To construe and interpret the Operative Documents.
- (k) To have a judicial settlement of their accounts and judicial determination of any questions in connection with their duties and obligations hereunder, or in connection with the administration or distribution thereof (the costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid as a general administrative expense to the extent permitted by applicable law).
- (l) To appoint one or more investment managers to supervise and direct the investment and reinvestment of all or a portion of the assets of HealthTrust in accordance with the provisions of the Operative Documents and applicable law and in the same manner and with the same powers, duties, obligations, responsibilities and limitations as apply to the Board of Directors as set forth herein and to pay reasonable compensation for such services.
- (m) To acquire, hold, own, rent or lease, alone or in conjunction with any other party or parties, any property, real or personal, and to pay the appropriate pro rata part of the mortgage payments, property taxes, assessments, insurance, maintenance and ordinary repairs on all such property.
- (n) To declare return of Surplus for distribution to eligible Members.
- (o) To establish the terms and conditions of and set rates for each Coverage Program offered by HealthTrust.

- (p) To fill any vacancy on the Board of Directors.
- (q) To retain the services of legal counsel, actuaries, auditors, private consultants, administrators and advisors as the Board deems necessary in order to manage and administer its duties and to carry out the business and purposes of HealthTrust.
- (r) To employ or contract for staff to carry out the business and purposes of HealthTrust.
- (s) To do all acts, whether or not expressly authorized herein, which the Board of Directors may deem necessary or proper for the administration and management of HealthTrust.

SECTION 8.3. Appointment and Authority of The Executive Director. The Board of Directors shall designate and appoint an Executive Director to administer the daily affairs of HealthTrust. The Executive Director shall serve under such terms and conditions as the Board of Directors shall prescribe.

The duties of the Executive Director shall include, without limitation, carrying out the provisions of these Bylaws and policies established by the Board of Directors, hiring and managing staff, identifying and engaging various contractors, and supervising and reporting on contractor performance, the provision of financial and accounting reports and the maintenance of excess reinsurance or other insurance. The Executive Director shall make reports and be accountable to the Board of Directors. In fulfilling the Executive Director's duties pursuant to this Section, the Executive Director shall have the authority and responsibility to:

- (a) Submit annual budgets to the Board of Directors for approval.
- (b) Pay benefits and claims to or on behalf of Members in accordance with the Operative Documents.
- (c) Accept, determine and make reasonable arrangements for the payment on behalf of each Member of all Contributions due.
- (d) Purchase and administer contracts of insurance and reinsurance as necessary or advisable to protect the interests of HealthTrust and its Members.
- (e) Administer HealthTrust's Coverage Programs.
- (f) Establish wellness and risk management procedures and provide general advice and educate Members in relation thereto.
- (g) Provide or obtain claims management services for the Coverage Programs.
- (h) Engage a Service Company, pursuant to Section 8.4.
- (i) Employ or retain such staff, agents, advisors, consultants and counsel as may be reasonably necessary in managing and administering his or her duties.
- (j) Purchase as a general administrative expense so called general liability insurance and other insurance for the benefit of HealthTrust and/or the protection of the Directors, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.
- (k) Except as otherwise provided in these Bylaws, enter into any and all contracts and agreements for carrying out the policies of the Board and for the administration and operation of HealthTrust pursuant to those policies, and do all acts as he or she may deem necessary or advisable in relation thereto, and such contracts and agreements and acts shall be binding and conclusive on HealthTrust and its Members. The Executive Director, in his or her discretion, may delegate the power to execute contracts and agreements on behalf of HealthTrust to members of Senior Management as designated by the Executive Director.

SECTION 8.4. Service Company. If services are not otherwise to be provided directly by HealthTrust, the Board of Directors or the Executive Director may obtain the services of one or more Service Companies to provide claims administration and/or other administrative services for or on behalf of HealthTrust. The Board of Directors must approve any engagement of a Service Company for which the Executive Director performs duties or in which the Executive Director is an employee or officer. A Service Company shall adhere to guidelines for the performance of its duties as set forth by the Board of Directors or the Executive Director.

ARTICLE IX

Limitation of Liability; Indemnification

SECTION 9.1. Definitions. For purposes of Article IX only, the following terms have the following meanings:

The term “expenses” shall include counsel fees.

The term “liability” means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses actually incurred with respect to a proceeding. The liability may arise from bodily injury, illness, death or property damage or loss, or any other source.

The term “official” means an individual who is or was a Director, officer or employee of HealthTrust; an individual who has been appointed by the Board of Directors to serve HealthTrust in any official capacity; or an individual who, while a Director, officer or employee of HealthTrust is or was serving at HealthTrust’s request as officer, partner, Director, employee or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. An official is considered to be serving an employee benefit plan at HealthTrust’s request if the official’s duties to HealthTrust also impose duties on, or otherwise involve services by, the official to the plan or to participants in or beneficiaries of the plan. Official includes, unless the context requires otherwise, the estate or personal representative of an official.

The term “official capacity” means: (i) when used with respect to a Director, the Office of Director in HealthTrust, (ii) when used with respect to an officer, the office in HealthTrust held by the officer; and (iii) when used with respect to a committee member, the position held in the committee by the member. “Official capacity” does not include service as an employee for HealthTrust or service for any other foreign or domestic business or nonprofit corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise.

The term “party” includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

The term “proceeding” means any threatened, pending, or completed action, suit or proceeding whether civil, criminal, administrative, or investigative and whether formal or informal.

SECTION 9.2. Obligation to Indemnify.

- (a) Except as provided in Section 9.2 (d), if an individual is made a party to a proceeding because the individual is or was an official, HealthTrust shall indemnify the individual against liability incurred in the proceeding if the individual:
 - (i) conducted him or herself in good faith;
 - (ii) reasonably believed:
 - (A) in the case of conduct in an official capacity with HealthTrust, that his or her conduct was in its best interests; and

- (B) in all other cases that his or her conduct was at least not opposed to its best interests; and
- (iii) in the case of any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.
- (b) An official's conduct with respect to an employee benefit plan for a purpose the official reasonably believed to be in the interests of the Members in and beneficiaries of the plan is conduct that satisfies the requirements of Section 9.2(a) (ii) (B).
- (c) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not of itself, determinative that the official did not meet the standard of conduct described in this Section.
- (d) HealthTrust may not indemnify an official under this Section:
 - (i) in connection with a proceeding by or in the right of HealthTrust in which the official was adjudged liable to HealthTrust; or
 - (ii) in connection with any other proceeding charging improper personal benefit to the official, whether or not involving action in his or her official capacity, in which the official was adjudged liable on the basis that personal benefit was improperly received by the official.
- (e) Indemnification permitted under this Section in connection with a proceeding by or in the right of HealthTrust is limited to reasonable expenses incurred in connection with the proceeding.

SECTION 9.3. Advance for Expenses.

- (a) HealthTrust may pay for or reimburse the reasonable expenses incurred by an official who is a party to a proceeding in advance of final disposition of the proceeding if:
 - (i) the official furnishes a written affirmation of his or her good faith belief that he or she has met the standard of conduct described in Section 9.2;
 - (ii) the official furnishes HealthTrust a written undertaking, executed personally or on the official's behalf, to repay the advance if it is ultimately determined that the official did not meet the standard of conduct described in Section 9.2; and
 - (iii) a determination by the Board of Directors is made that the facts then known to the Board of Directors making the determination would not preclude indemnification under this Article.
- (b) The undertaking required by Section 9.3 (a) (ii) must be an unlimited general obligation of the official but need not be secured and may be accepted without reference to financial ability to make repayment.
- (c) If the Board of Directors determines that it is in HealthTrust's best interest to minimize future potential liability for indemnification by offering a common attorney paid for by HealthTrust to multiple officials who are party to the same proceeding, the Board of Directors may waive the undertaking required by Section 9.3(a)(ii) in order to encourage such common representation.
- (d) Determinations of payments under this Section shall be made in the manner specified in Section 9.5.

SECTION 9.4. Court-Ordered Indemnification. An official who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court after giving any notice the court considers necessary may order indemnification in the amount it considers proper if it determines that the official is fairly and reasonably entitled to indemnification in

view of all the relevant circumstances, whether or not the official met the standard of conduct set forth in Section 9.2 (a) or was adjudged liable as described in Section 9.2 (d) but if the official was adjudged so liable indemnification is limited to reasonable expenses incurred.

SECTION 9.5. Determination of Indemnification.

- (a) HealthTrust shall not indemnify an official under Section 9.2 unless a determination has been made that indemnification of the official is required in the circumstances because the official has met the standard of conduct set forth in Section 9.2.
- (b) The determination shall be made:
 - (i) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the proceeding;
 - (ii) if a quorum cannot be obtained under clause (i), by majority vote of a committee duly designated by the Board of Directors (in which designated Directors who are parties may participate), consisting solely of two or more Directors not at the time parties to the proceeding; or
 - (iii) by special legal counsel:
 - (A) selected by the Board of Directors or its committee in the manner prescribed in clause (i) or (ii); or
 - (B) if a quorum of the Board of Directors cannot be obtained under clause (i) and a committee cannot be designated under clause (ii), selected by majority vote of all of the Directors (in which selected Directors who are parties may participate).
- (c) Evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is required, except that if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by those entitled under clause (iii) to select counsel.

SECTION 9.6. Insurance. HealthTrust may purchase and maintain insurance on behalf of an individual who is or was an official or who, while an official, is or was serving at the request of HealthTrust as a Director, officer, partner, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as an official, whether or not HealthTrust would be required to indemnify the person against the same liability under these Bylaws.

SECTION 9.7. Application to General Rights. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which any official, agent or employee may be entitled.

SECTION 9.8. Indemnity by Contract. HealthTrust may provide indemnity to any official or third party pursuant to a contract or agreement authorized by the Board of Directors.

SECTION 9.9. Limitation of Liability. No Director or officer shall be liable for any acts or omissions whatsoever of any other Director, officer or agent of HealthTrust; nor shall any Director, or officer be liable for any negligence, error, judgment, or for any act or omission unless resulting from his own gross negligence or willful misconduct. Every act or thing done or omitted, and every power exercised or obligation incurred by the Directors or officers or any of them in the administration of HealthTrust or in connection with any affairs, property or concerns of HealthTrust, whether ostensibly in their own names or in their capacities as Directors or officers, shall be done, omitted, exercised or incurred by them as Directors or as officers and not as individuals; and every person contracting or dealing with the Directors or officers or having any debt, claim or judgment against them or any of them, shall look only to the funds or property of HealthTrust for payment or satisfaction, and no Director, officer or agent of HealthTrust shall

ever be personally liable for or on account of any contract, debt, tort, claim, damage, or decree arising out of the preservation of HealthTrust or the conduct of any of the affairs of HealthTrust. There shall be purchased a surety bond or insurance in sufficient amount to ensure against the defalcations of any Director or Directors, or agents of HealthTrust under authority of the Directors. Premium for said surety bond or insurance shall be an administration expense of HealthTrust.

SECTION 9.10. Source of Indemnification. All indemnification or reimbursement provided for in this Article shall be limited to HealthTrust. Indemnification or reimbursement provided for in this Article may also be paid from the proceeds of any insurance maintained pursuant to Section 9.6.

ARTICLE X

Dissolution

SECTION 10.1. Dissolution and Distribution of Assets. In the event of dissolution of HealthTrust, and after all legal debts, liabilities and retirement plan obligations have been finally discharged, all remaining assets, if any, shall be liquidated and the proceeds shall be distributed pro-rata to the Members, in good standing, of the respective Coverage Programs as of the last day of the last full Pool Year of such Coverage Program prior to the decision to dissolve. Such net assets shall be distributed, separately by Coverage Program, by calculating each Member's relative percentage of the total Member Contributions to the Coverage Program for such Pool Year.

ARTICLE XI

Amendments

SECTION 11.1. Procedure. The Bylaws may be amended any time by a vote of the Board of Directors pursuant to Section 6.11. Any amendment which would materially affect the rights and responsibilities of any Member may be adopted by the Board of Directors only after a hearing with regard to such proposed amendment is held by the Board of Directors and at which any Member may participate. Written notice of such proposed Bylaws change and the hearing before the Board of Directors shall be delivered to each such Member at least ten (10) days prior to such Board of Directors meeting. The notice shall contain at least the text of the proposed Bylaws change and the date, time and place of such hearing. Notice for these purposes will be considered delivered when deposited in the United States mail for regular delivery.

Amended and Restated Bylaws Adopted August 22, 2013, Effective September 1, 2013.
Amended October 1, 2014.

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**HEALTHTRUST, INC.
APPLICATION AND MEMBERSHIP AGREEMENT**

City of Dover

This Application and Membership Agreement ("Membership Agreement") is made by and between City of Dover ("Applicant") and HealthTrust, Inc., a New Hampshire voluntary corporation ("HealthTrust"), effective as of July 1, 2015 ("Effective Date"). This Membership Agreement sets forth the terms and conditions of Applicant's membership and/or continuing membership in HealthTrust.

Preamble

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services including, but not limited to, group medical, dental, short-term disability, long-term disability, and life coverages.

Applicant is eligible and wishes to become or remain a Member of HealthTrust and participate in certain Coverage Programs offered by HealthTrust and therefore is entering this Membership Agreement.

Agreement

Applicant and HealthTrust hereby mutually agree as follows:

1. **Application.** Applicant applies for membership (including continuing membership if applicable) in HealthTrust for the provision of group medical and/or other benefit plans as may be selected by Applicant from time to time.
2. **Eligibility.** Applicant hereby represents and warrants to HealthTrust that Applicant is an entity eligible for membership in HealthTrust in accordance with the HealthTrust Bylaws.
3. **Contingent on Acceptance.** Applicant understands and agrees that its membership in HealthTrust is contingent on HealthTrust's acceptance and execution of this Agreement.
4. **Governing Provisions.** Applicant shall be bound by the provisions of this Membership Agreement, the HealthTrust Articles of Incorporation, Bylaws, Rules, any applicable Coverage Documents, and any other agreements pursuant or incident thereto, all as amended and in effect from time to time (known collectively in the Bylaws as the "Operative Documents"). Applicant acknowledges receipt of the HealthTrust Bylaws.
5. **Member Rights.** As a Member, Applicant will have the rights provided in the Operative Documents including, without limitation, the right to participate in HealthTrust's Coverage Programs and the right to vote for the HealthTrust Board of Directors at annual meetings of the Members. Applicant acknowledges that pursuant to the current HealthTrust Bylaws, the person serving as the top administrative official of Applicant, or his or her designee, shall be entitled to cast a vote on behalf of Applicant at any meetings of the Members of HealthTrust unless and until

Applicant's Governing Board appoints, by resolution, a different representative to cast such a vote prior to the meeting(s) to which the designation relates.

6. **Selection of Coverage Programs and Services.** Subject to the terms and conditions of the Operative Documents, Applicant may select and periodically change the Coverage Programs and related services in which Applicant participates without amending this Membership Agreement. Applicant's participation (or continuing participation) in any of the Coverage Programs and/or related services is subject to:

- (a) The proper and timely completion and execution by an authorized representative of Applicant of the documents, agreements, and forms for such participation as required by HealthTrust, and
- (b) The policies, procedures, guidelines and Operative Documents that apply to any selected coverages including, without limitation, any applicable minimum participation requirements for such Coverage Program.

7. **Contributions.** Applicant agrees to pay in a timely manner all Contributions required to participate in HealthTrust and/or the applicable Coverage Programs pursuant to the terms of the Operative Documents.

8. **Surplus.** Applicant hereby acknowledges and agrees that any distribution of surplus, or a Member's rights thereto, shall be governed by the applicable terms of the HealthTrust Bylaws and/or other Operative Documents, as they may be amended from time to time. Applicant further agrees that HealthTrust may first apply any surplus due to Applicant to pay any unpaid and overdue Contributions or other amounts owed by Applicant to HealthTrust prior to returning the balance remaining of such surplus to Applicant.

9. **Health Plan Coverage Program Responsibilities.**

- (a) Applicant acknowledges that, with respect to the group health (medical and/or dental) plan(s) offered to its Employees through HealthTrust, Applicant is responsible for complying with all applicable provisions of federal and state law governing such health plan(s) including, without limitation: (i) the continuation of coverage provisions set forth in Sections 2201 through 2208 of the Public Health Service Act ("COBRA"), (ii) the retiree medical coverage provisions set forth in New Hampshire RSA 100-A:50, and (iii) the Patient Protection and Affordable Care Act of 2010, as amended and implemented ("ACA").
- (b) To assist Applicant in satisfying certain of its COBRA coverage obligations, HealthTrust provides base COBRA services on behalf of Applicant pursuant to a separate COBRA administrative services agreement which Applicant must sign as a condition of participating in HealthTrust's medical and/or dental Coverage Programs. In addition, Applicant may elect to receive additional COBRA billing services offered by HealthTrust pursuant to the separate COBRA administrative services agreement.
- (c) To assist Applicant in satisfying certain of its retiree coverage obligations, HealthTrust may offer to provide and Applicant may elect and contract with HealthTrust to receive retiree billing services on behalf of Applicant pursuant to a separate retiree billing administrative services agreement.

10. **Provision of Information.** Applicant agrees to provide HealthTrust in a timely and accurate manner any and all information HealthTrust deems necessary or desirable with regard to HealthTrust's provision of the Coverage Programs and related services selected by Applicant, including but not limited to, all required eligibility and enrollment data.

11. **Safeguarding Personal Information.** HealthTrust may provide Applicant certain non-claims related information, including enrollment, billing, and payment information relevant to the administration of the medical and dental Coverage Programs in which Applicant participates. Some of this information may constitute protected health information, as defined by the Health Insurance Portability and Accountability Act of 1996, as amended and implemented. Examples of information HealthTrust may disclose to Members include: monthly invoices detailing coverage types and cost, payment and enrollment confirmation, and information necessary to assist Applicant in completing its IRS reporting required by the ACA. HealthTrust, at its discretion, also may provide Applicant with non-individually identifiable summary claims information in a manner consistent with state and federal law and applicable HealthTrust policies and procedures.

Applicant hereby certifies that with respect to any protected health information received from HealthTrust, Applicant will:

- (a) Safeguard the privacy and security of the information,
- (b) Not use or disclose the information beyond that which is necessary to administer the selected coverage(s),
- (c) Not use the information for employment-related actions or decisions, and
- (d) Restrict access to the information to only those individuals who require the information to administer the coverage(s).

Applicant also acknowledges and agrees that:

- (e) HealthTrust will only provide such information to those individuals specifically identified in HealthTrust's database as authorized to receive such information on behalf of Applicant,
- (f) HealthTrust does not share individually identifiable claims information unless authorized in writing by the covered person or otherwise permitted by applicable laws, and
- (g) HealthTrust reserves the right to decide what, if any, information is provided to Applicant.

12. **Term and Termination.** The term of Applicant's membership (or continuing membership) in HealthTrust under this Membership Agreement begins on the Effective Date. Applicant's participation in specific Coverage Program(s) shall begin on the effective dates for such coverage as indicated in the Coverage Documents executed by Applicant in order to participate in such coverage. Membership in HealthTrust and participation in any Coverage Program shall continue until such coverage is terminated or cancelled in accordance with the terms of the HealthTrust Bylaws, Coverage Documents and/or other Operative Documents.

13. Miscellaneous Provisions.

- (a) This Membership Agreement is governed by New Hampshire law and may only be modified by a written amendment signed by all applicable parties.
- (b) All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.
- (c) Section headings contained in this Membership Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Membership Agreement.

14. Certificate of Authorizing Resolution. This Membership Agreement shall be accompanied by a certificate of authorizing resolution (or a copy of the resolution) of the Governing Body of Applicant in substantially the same form and content as contained in the attached Exhibit A that indicates Applicant has duly authorized its membership in HealthTrust in accordance with RSA 5-B and the execution and delivery of this Membership Agreement by the individual signing, which authorization is legally binding and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, Applicant and HealthTrust have caused this Membership Agreement to be executed by their duly authorized officials:

For APPLICANT:

CITY OF DOVER

Authorized Official Signature

Print Name

Title

Date

For HEALTHTRUST, INC.:

Peter Bragdon
Executive Director

Date

EXHIBIT A

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 Body of City of Dover at a meeting duly held on _____ [Date]:

RESOLVED: That City of Dover shall participate as a Member in the HealthTrust pooled risk management program for the provision of group medical and/or other benefit plans in accordance with the "Application and Membership Agreement" and NH RSA 5-B.

RESOLVED: That _____ [Name/Title] is hereby authorized and directed to execute and deliver to HealthTrust, on behalf of City of Dover, the "Application and Membership Agreement" in substantially the form presented to this meeting.

RESOLVED: That _____ [Name/Title] is hereby authorized and directed to execute and deliver to HealthTrust a certificate of this resolution.

I further certify that the foregoing resolution remains in full force and effect without modification.

APPLICANT: CITY OF DOVER

Date: _____

By: _____
Duly Authorized

Name: _____

Title: _____

HEALTHTRUST, INC.
COBRA ADMINISTRATIVE SERVICES AGREEMENT

City of Dover

This COBRA Administrative Services Agreement ("COBRA Agreement") is made by and between City of Dover ("Member") and HealthTrust, Inc. ("HealthTrust") effective as of July 1, 2015 ("Effective Date").

Preamble

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services. HealthTrust and Member are parties to a separate Application and Membership Agreement ("Membership Agreement"). Member is participating in HealthTrust's group medical and/or dental Coverage Program(s) and will receive (or continue to receive) certain COBRA administrative services offered by HealthTrust to its members in accordance with this COBRA Agreement.

Agreement

Subject to the terms and conditions specified herein and in the Membership Agreement between the parties, the Member and HealthTrust hereby agree that HealthTrust shall provide (or continue to provide) on behalf of the Member the base COBRA administrative services described below in Section 1 and, if elected, Section 2, with respect to all Employees of the Member who are covered under the medical and dental Coverage Programs offered by the Member through HealthTrust:

1. Base COBRA Administrative Services. HealthTrust shall provide the following base COBRA administrative services ("Base COBRA Services"):

- a. Delivery of an initial notice of COBRA continuation coverage rights to each employee (and spouse thereof) of the Member who become covered under the Member's medical and/or dental plan(s) offered through HealthTrust upon their enrollment by the Member.
- b. Upon notification of HealthTrust by the Member of a COBRA qualifying event, HealthTrust shall provide each qualified beneficiary eligible for COBRA coverage with timely notice of his/her right to elect COBRA continuation coverage and the terms, conditions and election procedures for COBRA coverage.
- c. Provision of information, forms and support to the Member's Benefits Administrator regarding administration of COBRA continuation coverage, including applicable notice, eligibility, enrollment and payment rules.
- d. Upon expiration of the maximum COBRA continuation period or notification of HealthTrust by the Member of a COBRA cancellation, HealthTrust shall notify the

affected COBRA beneficiary of (i) the termination of his/her COBRA continuation coverage due either to the expiration of the maximum COBRA continuation period or to an event causing early termination of COBRA coverage, and (ii) any rights of the COBRA beneficiary to convert to an individual health benefits plan coverage.

No Additional Charge for Base COBRA Services. There will be no additional charge to the Member or its COBRA beneficiaries for the Base COBRA Services provided by HealthTrust under this Section 1.

2. COBRA Billing Services. HealthTrust makes available to its Members on an elective basis the additional COBRA administrative services listed below related to direct billing of and collection of payment from COBRA beneficiaries ("COBRA Billing Services").

If elected, in addition to the Base COBRA Services, HealthTrust shall provide the following additional COBRA Billing Services:

- a. Direct billing of the Member's COBRA beneficiaries on a monthly basis of the applicable amounts due for their COBRA continuation coverage.
- b. Collection of amounts billed and due from COBRA beneficiaries in accordance with applicable COBRA rules.
- c. Direct enrollment of eligible qualified beneficiaries who elect COBRA continuation coverage, and ongoing maintenance of such beneficiary's enrollment and membership changes until cancellation/termination of COBRA coverage.
- d. Provision of monthly reports to the Member listing COBRA beneficiaries who have been billed by HealthTrust, along with their medical and/or dental plan(s), coverage type and COBRA contribution amounts.
- e. Notification of COBRA beneficiaries at annual open enrollment of contribution rate change information.
- f. Termination of COBRA beneficiaries for nonpayment and notice of such termination to Member.

The Member understands and agrees that if COBRA Billing Services are elected, the billing services shall be performed by HealthTrust for all of the Member's COBRA beneficiaries who are covered through HealthTrust.

Charges for COBRA Billing Services. The Member understands and agrees that HealthTrust will bill the COBRA beneficiary directly for his or her COBRA continuation coverage as follows:

- The applicable monthly contribution amount due for the COBRA continuation coverage selected by the COBRA beneficiary, and

- An administrative fee computed as 2% of the applicable monthly contribution amount as allowed by federal law.

The Member agrees that HealthTrust will retain the 2% administrative fee as its compensation for the COBRA Billing Services rendered by HealthTrust. There will be no other separate charge to the Member or its COBRA beneficiaries for the additional COBRA Billing Services provided by HealthTrust under this Section 2.

Member understands and agrees that initial commencement of COBRA Billing Services requires at least 60 days advance notice to HealthTrust and the provision of all necessary information for commencement of such services.

3. Member Responsibilities. As a condition of HealthTrust performing the Base COBRA Services and COBRA Billing Services (if elected) specified in Sections 1 and 2 above, the Member agrees to perform the following responsibilities:

- a. Make available to COBRA beneficiaries the same medical and dental plan coverage options through HealthTrust as are available to eligible active Employees of the Member.
- b. Upon the Member's initial participation in HealthTrust's health benefit programs, provide information to HealthTrust on the Member's then existing COBRA beneficiaries.
- c. Notify HealthTrust in a timely manner when Employees experience a COBRA qualifying event and provide HealthTrust with necessary forms and information in accordance with applicable COBRA administrative policies and procedures established by HealthTrust.
- d. Perform all COBRA compliance and administrative obligations of the Member with respect to its Employees other than those COBRA services provided by HealthTrust hereunder.
- e. Upon Member (or a subunit of Member) ceasing to participate in the medical and/or dental Coverage Programs offered through HealthTrust, to carry out the transition of Member's (or subunit's) COBRA beneficiaries and covered Employees out of their coverage through HealthTrust.
- f. Provide HealthTrust with at least 60 days advanced written notice of the Member's decision to elect to receive the COBRA Billing Services made available by HealthTrust and, in such event, assist with the transition of such COBRA Billing Services to HealthTrust.
- g. Provide HealthTrust in a timely manner with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of the Base COBRA Services and COBRA Billing Services (if elected) on behalf of the Member.

HealthTrust shall be entitled to rely on any information provided by the Member pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information.

HealthTrust reserves the right to request additional information from the Member at any time in order to satisfy HealthTrust's COBRA administrative service obligations. The Member agrees to provide any requested information to HealthTrust in a timely manner.

4. Amendments to Services and Responsibilities. HealthTrust and the Member acknowledge and agree that the COBRA services and responsibilities herein are intended to assist the Member in satisfying its obligations under federal COBRA law. HealthTrust agrees to perform its COBRA administrative services in accordance with a reasonable good faith interpretation of the applicable requirements of COBRA. HealthTrust reserves the right to amend its COBRA administrative procedures and policies and the services and responsibilities provided herein as it deems necessary or appropriate without amending this COBRA Agreement. HealthTrust will notify the Member of any changes that will materially affect either HealthTrust services or the Member's responsibilities.

5. Other Terms and Conditions. HealthTrust and the Member further acknowledge and agree that:

- a. The COBRA administrative services performed by HealthTrust hereunder will be performed only with respect to Employees of the Member who are covered under the medical and/or dental Coverage Programs offered by the Member through HealthTrust. In no event shall HealthTrust be responsible for providing any COBRA administrative services with respect to Employees of the Member who are covered under a medical or dental plan coverage option offered by the Member through another insurer or provider.
- b. The performance of COBRA administrative services by HealthTrust on behalf of the Member does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Member's group health benefit plans for COBRA purposes under any applicable law or regulation, and the Member will not identify or refer to HealthTrust as such.
- c. HealthTrust shall not have any obligation or liability with respect to any COBRA administrative services described herein before the effective date of the Application and Membership Agreement or this COBRA Agreement, or with respect to any COBRA compliance obligations of the Member other than HealthTrust's administrative service obligations hereunder.
- d. All confidential information disclosed by the parties pursuant to this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own confidential information. The receiving party will limit access to confidential information to its employees and advisors with

a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Member to the extent that disclosure of such information is required to perform its COBRA administrative service obligations hereunder.

For purposes of this subsection (d), "confidential information" shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities hereunder, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as result of disclosure by the receiving party in violation of this Agreement; and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

- e. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.

6. Term and Termination.

- a. The term of this COBRA Agreement shall commence on the Effective Date, and shall continue during the Member's participation in HealthTrust's medical and/or dental Coverage Program or until earlier terminated by either party with 60 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Member defaults in the performance of any of its responsibilities hereunder, HealthTrust may, upon written notice to the Member, terminate this COBRA Agreement.
- c. Notwithstanding any other provision of the Membership Agreement or this COBRA Agreement, HealthTrust's agreement and obligation to provide COBRA administrative services as set forth herein shall automatically cease upon termination of the Member's (or subunit's) participation in HealthTrust's medical and/or dental Coverage Programs, and HealthTrust shall not provide and shall not be obligated to provide any further services with respect to the COBRA beneficiaries and covered Employees of the terminating Member (or subunit) pursuant hereto other than transition of COBRA administration to the Member or a successor COBRA administrator.

7. **Election of COBRA Billing Services (Section 2)** [check one of the two boxes below]:

- ☐ The Member hereby elects to receive the COBRA Billing Services described in Section 2 of this COBRA Agreement. The Member understands and agrees that HealthTrust will be charging COBRA beneficiaries an administrative fee of 2% of the applicable monthly contribution amount as allowed by federal law.

Only for Members initially electing COBRA Billing Services: If the Member has existing COBRA beneficiaries who are covered (or to be covered) through HealthTrust, the Member (**please initial below**):

_____ **does**

_____ **does not intend**

to transfer billing responsibilities for those beneficiaries to HealthTrust as of the effective date of HealthTrust's COBRA Billing Services. This paragraph is not applicable to Members renewing ongoing COBRA Billing Services.

- ☐ The Member elects not to receive COBRA Billing Services described in Section 2, at this time.

IN WITNESS WHEREOF, the Member and HealthTrust have caused this COBRA Agreement to be executed by their duly authorized officials.

For the MEMBER:

CITY OF DOVER

Duly Authorized

Print Name

Title

Date

For HEALTHTRUST, INC.:

Peter Bragdon
Executive Director

Date

HEALTHTRUST, INC.
RETIREE BILLING ADMINISTRATIVE SERVICES AGREEMENT

City of Dover

This Retiree Billing Administrative Services Agreement ("Retiree Billing Agreement") is made by and between City of Dover ("Member") and HealthTrust, Inc., ("HealthTrust") effective as of July 1, 2015 ("Effective Date").

Preamble

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services. HealthTrust and Member are parties to a separate Application and Membership Agreement ("Membership Agreement"). Member is participating in HealthTrust's group medical and/or dental Coverage Program(s) and will receive (or continue to receive) certain retiree billing administrative services offered by HealthTrust to its members in accordance with this Retiree Billing Agreement.

Agreement

Subject to the terms and conditions specified herein and in the Membership Agreement between the parties, the Member and HealthTrust hereby agree that HealthTrust shall provide (or continue to provide) retiree billing services described in Section 1 below ("Retiree Billing Services") on behalf of the Member with respect to all Retirees of the Member who are covered through HealthTrust's medical and dental Coverage Programs.

As used herein, "Retiree" means a person who is retired from active employment with the Member and who the Member has determined is eligible to continue medical and/or dental plan coverage with the Member pursuant to NH RSA 100-A:50 and/or the applicable rules of the Member and HealthTrust governing eligibility for Retiree coverage.

1. Retiree Billing Services.

HealthTrust shall provide the following Retiree Billing Services:

- a. Direct billing of the Member's covered Retirees on a monthly basis of the applicable contribution amounts due from the Retirees for their coverage through HealthTrust.
- b. Billing of the Member on a monthly basis of any contribution amounts due from the Member for coverage of its Retirees, including any contribution amounts due in excess of amounts received from the Retirees and the New Hampshire Retirement System ("NHRS").
- c. Collection of contribution amounts billed and due from Retirees and/or the Member.

- d. Collection and processing of NHRS subsidy and annuity deduction amounts for subsidy-eligible Retirees and Retirees who have elected payment of contributions by annuity deduction.
- e. Provision of monthly reports to the Member listing each Retiree who has been billed by HealthTrust, along with their medical and/or dental plan(s) and coverage type. A listing of the applicable coverage contribution amounts for the Member, the Retiree and NHRS also will be provided for each billing period.
- f. Notification of retirees of annual open enrollment.
- g. Notification of the Member regarding a Retiree's failure to pay billed contribution amounts prior to cancellation of the Retiree's coverage for nonpayment.
- h. Termination of Retiree coverage, pursuant to HealthTrust's rules and policies, as amended from time to time, for any of Member's Retirees due to non-payment of the applicable contributions due from such Retiree.

The Member understands and agrees that the Retiree Billing Services shall be performed by HealthTrust for all of the Member's Retirees who are covered through HealthTrust's medical and dental Coverage Programs.

Member understands and agrees that initial commencement of Retiree Billing Services requires at least 60 days advance notice to HealthTrust and the provision of all necessary information for commencement of such services.

No additional charge for Retiree Billing Services. There will be no additional charge to the Member or its Retirees for the Retiree Billing Services provided by HealthTrust under this Retiree Billing Agreement.

2. Member Responsibilities. As a condition of HealthTrust performing the Retiree Billing Services specified in Section 1 above, the Member agrees to perform the following responsibilities:

- a. Identification and enrollment of eligible Retirees who elect coverage through HealthTrust, and ongoing maintenance of such Retirees' enrollment changes until cancellation/termination of each Retiree's coverage.
- b. Upon first electing to receive Retiree Billing Services and whenever contribution rate changes occur, the Member shall complete and provide to HealthTrust a Retiree Contribution Allocation Table in the form provided by HealthTrust to the Member for such purpose or by another mutually agreed upon format, and otherwise assist with the transition of such Retiree Billing Services to HealthTrust.

- c. Pay the Member's portion of coverage contribution amounts on a monthly basis exactly as billed by HealthTrust. Any pending adjustments at the time of payment will be reflected on future bills.
- d. **Retain ultimate responsibility for payment to HealthTrust of coverage contribution amounts due from the Member's Retirees to the extent not otherwise paid by the Retirees or NHRS including, without limitation:**
 - i. **Reimbursement of HealthTrust for any amounts due from the Member's Retirees for their coverage through HealthTrust that remains unpaid and overdue. Member shall pay HealthTrust for such Retiree non-payment within 30 days of HealthTrust invoicing Member for the applicable amount(s) due and shall have sole responsibility for collecting any such amount(s) due from the Retiree.**
 - ii. **Reimbursement of HealthTrust for any amounts of subsidy and annuity deductions paid by NHRS toward Member's Retirees' coverage contributions that are subsequently retroactively recovered directly from HealthTrust by NHRS and not repaid in a timely manner by the Retiree(s). Member shall pay HealthTrust for any such NHRS retroactive recoveries that remain unpaid within 30 days of HealthTrust invoicing Member for the applicable amount(s) due and shall have sole responsibility for collecting any such amount(s) due from the Retiree. Member's responsibility to reimburse HealthTrust for any retroactive recovery by NHRS of subsidy or annuity paid on behalf of Member's Retirees shall continue even after Member no longer receives Retiree Billing Services, participates in HealthTrust's group medical and/or dental Coverage Program(s) or is a Member of HealthTrust.**
- e. Perform all applicable Retiree coverage obligations of the Member in accordance with NH RSA 100-A:50 and/or the Rules of HealthTrust and the Member governing coverage for Retirees other than the Retiree Billing Services provided by HealthTrust hereunder.
- f. Upon Member (or a subunit of Member) ceasing to participate in the medical and/or dental Coverage Programs offered through HealthTrust, to carry out the transition of Member's (or subunit's) covered Retirees out of their coverage through HealthTrust.
- g. Provide HealthTrust in a timely manner with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of Retiree Billing Services on behalf of the Member. HealthTrust reserves the right to request additional information from the Member at any time in order to satisfy HealthTrust's Retiree Billing Services obligations.

HealthTrust shall be entitled to rely on any information provided by the Member pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information.

3. Amendments to Services and Responsibilities. Member acknowledges that the Retiree Billing Services and related responsibilities herein are intended to assist the Member in satisfying its obligations under NH RSA 100-A:50. HealthTrust agrees to perform its Retiree Billing Services in accordance with a reasonable good faith interpretation of NH RSA 100-A:50 and HealthTrust's Rules governing coverage of Retirees. HealthTrust reserves the right to amend its Rules and procedures governing Retiree coverage and the services and responsibilities provided herein as it deems necessary or appropriate without amending this Retiree Agreement. HealthTrust will notify the Member of any changes in Retiree Billing Services that will materially affect the Member's responsibilities hereunder.

4. Other Terms and Conditions. HealthTrust and the Member further acknowledge and agree that:

- a. Retiree Billing Services will be performed by HealthTrust only with respect to Retirees of the Member who are covered under the medical and/or dental Coverage Programs offered by the Member through HealthTrust. In no event shall HealthTrust be responsible for providing any Retiree Billing Services with respect to Retirees of the Member who are covered under a medical or dental plan coverage option offered by the Member through another insurer or provider.
- b. Retirees who have their coverage cancelled for nonpayment of required contribution amounts may not be eligible for reinstatement to the Member's retiree coverage plan(s) through HealthTrust.
- c. The performance of Retiree Billing Services by HealthTrust on behalf of the Member does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Member's group health plans for Retiree coverage obligations under any applicable law or regulation, and the Member will not identify or refer to HealthTrust as such.
- d. HealthTrust shall not have any obligation or liability under this Retiree Billing Agreement with respect to any Retiree Billing Services before the Effective Date or the Effective Date of the Application and Membership Agreement, or with respect to any Retiree coverage compliance obligations of the Member other than HealthTrust's Retiree Billing Service obligations under Section 1.
- e. All confidential information disclosed by the parties pursuant to this Retiree Billing Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own confidential information. The receiving party will limit access to confidential information to its employees and advisors with a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent

necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Member to the extent that disclosure of such information is required to perform its Retiree Billing Services obligations.

For purposes of this subsection (e), "confidential information" shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities set forth in this Retiree Billing Agreement, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as the result of disclosure by the receiving party in violation of this Retiree Billing Agreement; and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

- f. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.

5. Term and Termination.

- a. The term of this Retiree Billing Agreement shall commence on the Effective Date, and shall continue during the Member's participation in HealthTrust's medical and/or dental Coverage Program or until earlier terminated by either party with 30 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Member defaults in the performance of any of its responsibilities as set forth herein, HealthTrust may, upon written notice to the Member, terminate this Retiree Billing Agreement.
- c. Notwithstanding any other provision of this Retiree Billing Agreement or the Application and Membership Agreement, HealthTrust's agreement and obligation to provide Retiree Billing Services on behalf of the Member as set forth herein shall automatically cease upon termination of the Member's (or subunit's) participation in HealthTrust's medical and/or dental Coverage Programs, and HealthTrust shall not provide and shall not be obligated to provide any further services to the terminating Member (or subunit) pursuant hereto other than transition of Retiree billing administration to the Member or a successor administrator.
- d. Member's contribution obligations pursuant to Sections 2 (c) and (d) shall survive termination of this Retiree Billing Agreement.

IN WITNESS WHEREOF, the Member and HealthTrust have caused this Retiree Billing Agreement to be executed by their duly authorized officials.

For the MEMBER:

CITY OF DOVER

Duly Authorized

Print Name

Title

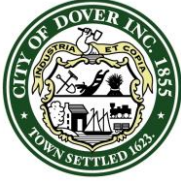
Date

For HEALTHTRUST, INC.:

Peter Bragdon
Executive Director

Date

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 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.B.2.	
Resolution Number: R - 2015.06.10 – 075 Resolution Re: Collective Bargaining Agreement Dover Police Administrators Association		

WHEREAS: The City of Dover and representatives of the Dover Police Administrators Association have been involved in negotiations for a collective bargaining agreement to supersede the Agreement which expired on June 30, 2014; and

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

The Council accepts the tentative agreement and the City Manager is hereby directed to execute a three (3) year Collective Bargaining Agreement between the City of Dover and the Dover Police Administrators Association (DPAAIL).

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: Approved Date:	Public Hearing 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.

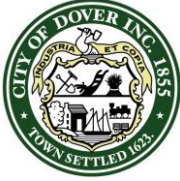
Resolution Number: **R - 2015.06.10 – 075**
 Resolution Re: Collective Bargaining Agreement Dover Police
 Administrators Association

RESOLUTION BACKGROUND MATERIAL:

The City participated in negotiations with the Dover Police Administrators Association. Discussions started on December 3, 2013 bringing the contract to this point.

The summary of costs is as follows:

City of Dover											
Summary of Change - DPAA II (Police Administrators) Tentative Agreement Cost Summary											
	Wage				Other	Total	Wage &			Change from FY15	
DPAA II	Amount	Dental	Medical	Retirement	Fringe	Fringe	Fringe			SQ	
FY2015										42,571	1.98%
Estimate	1,477,663	12,917	354,437	302,419	50,454	720,227	2,197,890				
FY2016										Change from FY15	Change from FY16
										Estimate	SQ
Estimate	1,519,357	12,549	324,770	324,129	48,554	710,002	2,229,359	31,469	1.43%	90,532	4.23%
FY2017										Change from FY16	Change from FY17
										Estimate	SQ
Estimate	1,574,307	12,995	333,464	336,522	50,091	733,072	2,307,379	78,020	3.50%	144,090	6.66%
Totals	4,571,327	38,461	1,012,671	963,070	149,099	2,163,301	6,734,628				



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2015.06.10 – 076**

Resolution Re: Dover LED Indoor Pool Lighting Upgrade (B15021) and
Authorization for Financing

WHEREAS: A sealed Request for Proposal #B15021 was issued and received for qualified firms to provide and install LED lighting at the Dover Arena with the option to include other City buildings in the future should it be advantageous for the City to do so. A prebid meeting was conducted on December 2, 2014 and proposals were received on January 6, 2015 at 11:00am; and

WHEREAS: Eight vendors submitted proposals and the City selected the three top qualified firms to interview on February 5, 2015. The proposal deemed most advantageous was submitted by Affinity LED Lighting of Dover, NH and award was made via council resolution R-2015.03.11; and

WHEREAS: Affinity LED Lighting submitted a proposal to the City for LED lighting upgrades to the Indoor Pool in the net amount of \$31,990.35. The proposal was sent to PSNH d/b/a/ Eversource Energy and funding is available through their Smart Start Revolving Fund program for the City's Indoor Pool LED Lighting Upgrade.

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

The City Manager, or designee, is hereby authorized to finalize contract language with the PSNH d/b/a Eversource Energy, consistent with the Purchase Agreement authorized herein, for the City Manager's signature.

AND FURTHER BE IT RESOLVED:

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover's participation in the Smart Start Revolving Fund Program is hereby authorized for financing the City's Indoor Pool LED Lighting Upgrade project. The City Manager, Finance Director and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the Smart Start Revolving Fund Program and obtain a loan through the program for the Indoor Pool LED Lighting Upgrade project.

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

AUTHORIZATION

Approved as to Funding:

Daniel R. Lynch
Finance Director

Sponsored by:

Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance:

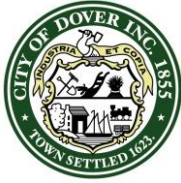
Anthony Blenkinsop
General Legal Counsel

Recorded by:

Karen Lavertu
City Clerk

Document Created by: Purchasing
Document Posted on: June 4, 2015

R-2015 06 10 B15021 LED Lighting Upgrade and
Authorization for Financing Indoor Pool (2)
Page 1 of 4



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

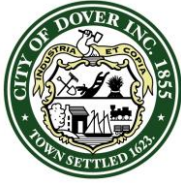
Resolution Number: **R – 2015.06.10 – 076**
Resolution Re: Dover LED Indoor Pool Lighting Upgrade (B15021) and
Authorization for Financing

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.3.

Resolution Number: **R – 2015.06.10 – 076**
Resolution Re: Dover LED Indoor Pool Lighting Upgrade (B15021) and
Authorization for Financing

RESOLUTION BACKGROUND MATERIAL:

The City solicited requests for proposals for qualified vendors to provide and install LED lighting upgrades to the Dover Arena. Firms were asked to provide details in the proposal of a full lighting audit, utility rebate process, and detailed payback proposal. The City used the Dover Ice Arena as the initial test site with potential to include several other City buildings that could benefit from this service that may be incorporated in the future to the selected vendor. Vendors were instructed that it is probable that the economic success of these projects will depend on funding sources. These funds may derive from a variety of sources including rebates, and renewable energy credits.

Affinity LED Lighting proposal offered a program funded by PSNH d/b/a Eversource Energy where they pay 100% of cost to the selected vendor, 50% down and 50% upon completion of the project. The City would then pay back the amount through a monthly invoice. The Efficiency Loan payback would show a separate line on the monthly invoice. The estimated monthly savings is \$433.90 with monthly payback charge of \$432.30 yielding net positive of \$1.60 monthly.

The Indoor Pool LED Lighting Upgrade is eligible for Smart Start funding. The upgrade project is estimated to cost \$36,238.35 and is eligible for net rebates totaling \$4,248.00. This will result in the amount of \$31,990.35 being financed. In accordance with the NH Municipal Finance Act (RSA Chapter 33), the Purchase Agreement with Eversource Energy and related participation in Smart Start Program is deemed long term debt. The City has determined utilization of the Smart Start Program is most advantageous to the City of Dover.

Debt Authorization versus Debt Retirement

The following table compares the tentative authorization amount to the amount of debt being retired:

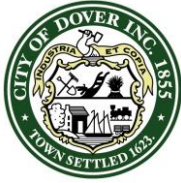
Description	General Fund
FY16 City Prior Authorizations	4,085,059
This Authorization	31,990
FY16 Debt Retirement	<u>4,556,523</u>
Net Change	<u>(439,474)</u>

Rate Impacts

The financing of \$31,990.35 through the Smart Start Program over a 74 month period is estimated to cost \$432.30 per month, or \$5,187.60 for FY2016. This is estimated to have less than a \$0.01 tax rate impact. This impact is forecasted to be offset by savings in electrical costs for the Indoor Pool. Therefore, there is estimated to be no actual tax impact.

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. Legal debt limit for the City General Fund is based on 3.0% of equalized assessed value.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2015.06.10 – 076**
Resolution Re: Dover LED Indoor Pool Lighting Upgrade (B15021) and
Authorization for Financing

Description	General Fund
Debt Outstanding	45,804,364
Authorized - Unissued	<u>9,687,004</u>
Total Issued & Unissued	55,491,368
This Authorization	<u>31,990</u>
Grant Total	55,523,358
Legal Debt Limit	<u>85,422,803</u>
Unused Capacity	29,899,445
Percent Unused	34.99%

Bid Information:

B15021 LED Lighting upgrade for Dover Indoor Pool and potentially other city facilities

Award Information:

It is the intent to award this Arena LED Lighting project and potential future City LED Lighting projects to the selected vendor Affinity Lighting of Dover, NH contingent upon available funding.

A draft contract is attached hereto; City staff will work with PSNH d/b/a/ Eversource Energy to finalize the terms of the contract following City Council approval.

Purchasing Information:

Type:	Contract	Advertised:	
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	Until Competed	Estimated Delivery:	As needed
Recommended Award to:	Affinity LED Lighting of Dover NH	Fund:	PSNH / Eversource Efficiency Loan Fund
Other Approvals Required:	Yes PSNH d/b/a Eversource Energy	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – Draft Contract Documents

Public Service Company of New Hampshire d/b/a Eversource
SMART START Program - Customer Purchase Agreement: APPENDIX I
Project Financing Summary / Repayment Option Approval

Prepared for: **City of Dover**

Date Prepared: **05/19/2015**

Facility: **Indoor Pool**

Eversource Account #: **56623751021**

Description: **Lighting Upgrades**

Vendor: **Affinity LED**

COST / REBATE INFO	...NO Financing Pay Outright	...with Eversource Financing	Difference
Project Cost (from proposal):	\$34,715.00	\$34,715.00	
Eversource Rebate: *	- \$4,720.00	- \$4,248.00	\$472.00
Net Project Cost:	= \$29,995.00	= \$30,467.00	
SMART START Program Charge: ** (one time charge of 5%)	+ N/A	+ \$1,523.35	+ \$1,523.35
Total Project Cost:	= \$29,995.00 (outright cost)	= \$31,990.35 (amount financed)	\$1,995.35 ("cost" to finance)

ESTIMATED SAVINGS INFO ***		
Estimated Annual Bill Savings:	\$5,206.78	Eversource Rate: G Rates in effect as of: 01/01/2015 Est. kWh Savings: 34,167 Est. KW Savings: 7 Months w/ KW Svgs: 12
Estimated Monthly Bill Savings:	\$433.90	
75% of Est. Monthly Svgs:	\$325.43	
25% of Est. Monthly Svgs:	\$108.47	

PAYMENT INFO ****

Payment Option 1 - Keep 25% of the Est. Monthly Bill Savings as immediate Cash Flow. Use 75% to repay Eversource.

Payment Option 2 - Use 100% of the Est. Monthly Bill Savings to repay Eversource. (Shorter Repayment Term)

Initial Choice		Consecutive Payments of (Delivery Charge)	x	Repayment Term (Months)	=	Total Payments	Estimated Monthly Cash Flow ***
☐	Payment Option 1 (Use 75% Keep 25%)	\$326.43	x	98	=	\$31,990.14	\$107.47
☐	Payment Option 2 (Use 100%)	\$432.30	x	74	=	\$31,990.20	\$1.60

SIGNATURE / APPROVAL
By signing below I authorize the repayment schedule (Payment Option), chosen above, as initialed in the box next to the Option chosen.

By: _____ By: _____ Date: _____
print name signature

* Rebates for Projects that are financed through the SMART START Program are subject to a 10% reduction.

** The SMART START Program Charge is a one time charge accessed at 5% of the Net Project Cost.

*** All Bill Savings and Cash Flow figures are estimates only and are not guaranteed nor implied.

**** Due to the requirement for the Repayment Term to be a whole number in months the Repayment Delivery Charge may not exactly equal 75% or 100% of the savings.



**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE
ENERGY**
Smart Start Program
Purchase Agreement

Customer Name: [City of Dover](#)

Agreement Date: [05/19/2015](#)

Mailing Address: [288 Central Ave Dover NH 03820](#)

Telephone: [\(603\) 516-6412](#)

Facility(ies): [Indoor Pool](#)

Occupancy: ☒ Owner ☐ Renter

Customer will own Smart Start measure(s): ☒ Yes ☐ No

1. SMART START MEASURE(S) PURCHASED, COST & ESTIMATED SAVINGS

See Appendix I for costs, rebates, estimated savings and project financing payment options.

2. INFORMATION ACCURACY

Customer has made every effort to provide Public Service Company of New Hampshire d/b/a Eversource Energy ("Eversource") with accurate information about the participating building to enable Eversource to assess the energy efficiency of Customer's premises and equipment. Customer acknowledges that the accuracy of Eversource's savings estimates depends on the accuracy of information Customer provided to Eversource.

3. CUSTOMER RESPONSIBILITIES

- 3.1 Make consecutive monthly payments of: **See Appendix I** to Eversource until all payments have been made or Customer no longer has an account with Eversource.
- 3.2 Notify Eversource if any of the above measures stop working. Eversource will only pay for repair costs if Customer notifies Eversource and allows Eversource to verify measure failure and authorize the repair. Customer will allow Eversource to inspect the measure(s) to verify measure failure and that failure is not due to customer damage. If Eversource does not inspect the measure and arrange for its repair within 10 business days, Customer's obligation to make monthly payments will cease. However, if Eversource does not arrange for repairs because of Customer's failure to provide reasonable access as noted in Section 5.7 below, Customer's monthly payment obligation will continue.

After any warranty payments are applied, if Eversource has any repair costs that were not reimbursed, Eversource may increase the number of remaining payments to recover all of its costs for repairs, including its cost for administration. Alternatively, Customer may repair measures at Customer's expense and, if applicable, will be entitled to any reimbursement from existing warranties.

- 3.3 Maintain the installed Smart Start measure(s) in place for at least as long as there are payments due under this Agreement unless otherwise agreed to by Eversource. If Customer will own the measure(s), the Customer is also responsible for any required maintenance and for costs incurred from failure to properly maintain the measure(s).
- 3.4 Be responsible for costs associated with Customer damage.
- 3.5 Notwithstanding Customer's responsibility for costs associated with Customer damage or responsibility for maintaining measures, Eversource may repair a measure that is not working (and seek compensation from

Customer or owner as appropriate), and recover any costs that were not reimbursed after warranty payments are applied by increasing the number of payments.

- 3.6 Make a good faith effort to participate in Eversource follow-up surveys that are part of evaluating program effectiveness following the installation of the Smart Start measure(s).
- 3.7 When the Customer is the owner of the premises, the Customer shall make all the remaining payments upon closing their electric account or disclose the Smart Start monthly payment obligation to the next customer. The attached disclosure form should be used to disclose the Smart Start obligation to the successor customer. Failure to disclose will constitute permission by the Customer for the next customer to break a lease or purchase agreement for the premises within five business days of applying for electric service. A signed copy of the disclosure form will constitute proof of disclosure. Make sure to save a copy for your protection.

4. CUSTOMER AUTHORIZES EVERSOURCE TO:

- 4.1 Assign the Smart Start Tariff to this location which shall remain in full force until the final Smart Start payment has been paid unless earlier terminated by mutual agreement of Eversource and the customer at this location.
- 4.2 Be its exclusive Agent to coordinate and facilitate the installation of the Smart Start measure(s) listed above and related work including arranging for servicing or replacement if any of the Smart Start measures fail prior to the Customer making the final payment. Notwithstanding the above, Customer may repair measures at Customer's own expense as described in Section 3.2.
- 4.3 Enter into the Contractor Installation Agreement with the Contractor on behalf of the Customer for the purpose of installing the Smart Start measure(s) and related work. The Customer understands that an Independent Contractor-Customer relationship has been created by virtue of the Contractor Installation Agreement and that the Contractor is not an Employee or Agent of Eversource. Eversource will not be liable for personal injury or property damage caused by Contractor or Contractor's agents or employees.
- 4.4 Enter into change orders with Contractor on behalf of the Customer so long as the change orders do not increase the Customer's monthly payment amount under the terms of this Agreement. Customer understands that any change order that increases Customer's monthly payment amount under this Agreement must be agreed to in writing by Customer, Eversource, and the Contractor.
- 4.5 Issue checks on behalf of the Customer as payment to the Contractor upon satisfactory progress and/or completion of the work pursuant to the terms of the Contractor Installation Agreement. The Customer understands Eversource is not a guarantor of the work performed by the Contractor and that the Contractor is solely responsible for the installation of the Smart Start measure(s). Eversource is also not a guarantor of products and this Agreement does limit or increase Customer's rights regarding manufacturers, vendors and contractors.
- 4.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance on the premises sufficient to ensure Eversource or its financing agent recovers all costs associated with measure installation. Any insurance costs are included in the measure costs noted above.

5. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

- 5.1 This Agreement shall remain in full force and effect until the final Smart Start payment has been made, Customer closes the account at this location or the Agreement is terminated by mutual consent of the parties.
- 5.2 No Smart Start payments will be due to Eversource until these premises are occupied but no later than three months after the completion of the work.
- 5.3 If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Eversource for all costs incurred for these Smart Start measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest.

- 5.4 At Customer's request, Eversource may terminate this Agreement. Customer must pay all costs Eversource incurred for these Smart Start measures.
- 5.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
- 5.6 Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Eversource addresses noted on this page.
- 5.7 Eversource maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Smart Start measure(s) installed pursuant to this Agreement for the duration of this Agreement.
- 5.8 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Eversource. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by New Hampshire law.

City/Town/School District

Public Service Company of New Hampshire
d/b/a Eversource Energy

By: _____
(Print Name)

By: _____
Thomas R. Belair

By: _____
(Signature)

Date: _____

Date: _____

MUNICIPAL/SCHOOL DISTRICT ADDENDUM TO
SMART START PURCHASE AGREEMENT

- A. Payments: City/Town/School District represents that it reasonably believes that funds can be obtained that are sufficient to make all payments during the term of this Smart Start Purchase Agreement and agrees that it will do all things lawfully within its power to obtain and maintain funds from which the payments may be made, including making provisions for such payments to the extent necessary in each annual budget submitted to the City Council/Town Meeting/School District Meeting for the purpose of obtaining funding; using its bona fide best efforts to have such portion of the budget approved. It is the City's/Town's/School District's intention to make payment for the full term of this Agreement if funds are legally available to do so. If appropriated funds are less than are required to perform this Agreement the parties will negotiate to determine a level of Smart Start Monthly Payments which will allow City/Town/School District to continue its obligation to pay for the Smart Start Measures within a mutually acceptable period of time.

Termination on Account of Nonappropriation of Funds: If the parties are unable to negotiate a level of Smart Start Monthly Payments that can be made within available appropriated funds, this Agreement may be terminated only if the following conditions are met that:

- (i) funds were not appropriated for any fiscal period during the term of this Agreement in an amount at least equal to the payments due during that fiscal period for the Smart Start Monthly Payments;
- (ii) written notice of nonappropriation of funds was given to Eversource within thirty (30) days of the adoption of the final budget for that fiscal period;
- (iii) City/Town/School District has exhausted all funds legally available for all payments due under the Agreement; and
- (iv) City/Town/School District acted in good faith and properly and in a timely manner requested sufficient funds to satisfy the obligations due under this Agreement and it diligently pursued and exercised all reasonable efforts to obtain such funds from the governing body that controls such appropriations;

The City's/Town's/School District's legal counsel must certify in writing that all of the above steps were taken. Upon satisfaction of these conditions and counsel's letter verifying same, this Agreement shall be terminated as of the first day of the fiscal period for which sufficient funds were not appropriated; provided, however, that Eversource's rights under the laws of the State of New Hampshire and Eversource's tariff and the Rules and Regulations of the Public Utilities Commission, survive the termination of this Agreement, including, but not limited to, pursuit of damages in a court of competent jurisdiction, the repossession of the installed Smart Start measures at City's/Town's/School District's expense and termination of service for nonpayment at the Customer location where the Smart Start Measures were installed.

- B. Cancellation: Subject to payment of all amounts due upon expiration or termination of this Agreement, City/Town/School District may cancel this Agreement by providing Eversource written notice to that effect not later than Sixty (60) days before the effective date of the expiration or termination.

WHEREFORE Eversource and the City/Town/School District have duly executed this Addendum to the Smart Start Payment Agreement on the date written below.

City/Town/School District

Public Service Company of New Hampshire d/b/a Eversource Energy

By: _____
(Print Name)

By: _____
Thomas R. Belair

By: _____
(Signature)

Date: _____

Date: _____

2015 Lighting Rebate

Section A: CUSTOMER INFORMATION

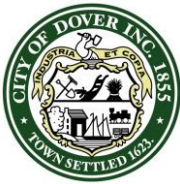
Customer Name <i>Dover Recreation</i>	Electric Account Number <i>56-623751021</i> <i>606502001 (site)</i>	Rate <i>G</i>	Application Number <i>115102</i>
Facility Address	City	State	Zip Code
Service Location Identification <i>Indoor Pool</i>	Email <i>g.bannon@Dover.nh.gov</i>		
Mailing Address (if different from above)	City	State	Zip Code
Contact Person/Title <i>Gary Bannon</i>	Telephone Number <i>516-6401</i>	Incorporated? (Check one.) ☐ Yes ☐ No ☐ Exempt	
Please Assign Payment to Contractor. Customer Signature:	Additional Information	Rebate Payment Preference (Check one.) ☐ Check ☐ Bill Credit ☐ Pay Contractor	

Section B: CONTRACTOR INFORMATION

Contractor Name	Contact Person/Title (Print)	Contact Person Signature	
Mailing Address	City	State	Zip Code
Email	Telephone Number	Additional Information	Incorporated? (Check one.) ☐ Yes ☐ No ☐ Exempt

Section C: DOCUMENT APPROVALS

PRE-INSTALLATION INSPECTION			
Utility Signature	Date		
PRE-APPROVAL OFFER			
Technical Review - Utility Signature	Date		
Utility Signature <i>[Signature]</i>	Date <i>5/19/15</i>	Amount of Rebate Offer (\$) <i>4248 *</i>	Offer Valid Through: <i>10/1/15</i>
By signing and dating below, customer accepts this rebate offer and agrees to the Utility Terms and Conditions available from your Utility. Pursuant to a Commission order, customers also agree that the utility alone may capture all kW and kWh savings and any ISO-NE capacity payments resulting from this energy efficiency project. This agreement is contingent upon continued approval and authorization by the Commission to recover said amounts from the System Benefits Charge. The rebate, in conjunction with all other sources of funding, cannot exceed the total project cost.			
Customer Signature: <i>[Signature]</i>	Date: <i>[Signature]</i>		
POST-INSTALLATION INSPECTION			
Utility Signature	Date	Total Project Cost (\$)	Amount of Rebate (\$)
Customer Signature	Date		
MANAGEMENT APPROVAL			
Utility Signature	Date		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2015.06.10 – 077**
Resolution Re: **Implementing the Provisions of RSA 79-E Relative to the Community Revitalization Tax Relief Incentive Program**

- WHEREAS: The Planning Board of the City of Dover adopted the Master Plan Visioning Chapter on August 28, 2012 and a Land Use Analysis Chapter on February 24, 2015, which specifically identify the need for infill redevelopment and continued development in the downtown area; and
- WHEREAS: Adopting the provisions of RSA 79-E, which have been successfully used in other New Hampshire communities, would be a beneficial economic development tool for the community for use where deemed appropriate by the City Council; and
- WHEREAS: RSA 79-E "Community Revitalization Tax Relief Incentive" declares it a public benefit to encourage the rehabilitation of underutilized structures in urban and town centers as a means of encouraging growth of economic, residential and municipal uses in a more compact pattern, in accordance with RSA 9-B.

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

Dover hereby implements the provisions of New Hampshire Revised Statutes Annotated (RSA) 79-E "Community Revitalization Tax Relief Incentive" enabling municipalities to provide for short-term property assessment tax relief.

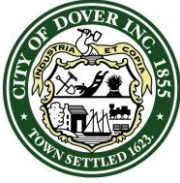
"Substantial rehabilitation" shall mean rehabilitation of a qualifying structure which costs at least 220 percent of the pre-rehabilitation assessed valuation.

The City shall require the signing of a Developer's Agreement documenting a commitment of a guaranteed tax assessment equal to or exceeding 220 percent of the pre-rehabilitation assessed valuation.

"Tax relief period" shall mean that for a period of time up to five years, as determined by the City Council, the property tax on a qualifying structure shall not increase as a result of the substantial rehabilitation thereof.

The City shall require the property owner to grant to the City a covenant ensuring that the structure shall be maintained and used in a manner that furthers the public benefits for which the tax relief was granted, including prohibiting conversion to a tax exempt property and shall require the property owner to obtain casualty insurance, and flood insurance if appropriate, for twice the term of the tax relief.

The City shall require the property owner to grant to the City a lien against the property for the purpose of ensuring proper restoration or demolition of damaged structures and property.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2015.06.10 – 077**
Resolution Re: **Implementing the Provisions of RSA 79-E Relative to the Community Revitalization Tax Relief Incentive Program**

If the covenant is terminated for any reason, the City shall assess all current and arrears taxes to the owner as though no tax relief was granted, with interest in accordance with RSA 75.

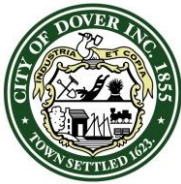
The City Manager, or designee, shall develop an application for those property owners interested in participating in the program.

That the map titled "RSA 79-E Community Revitalization Tax Relief Incentive" is hereby adopted as the district where properties are eligible for consideration of this program.

TO BE REFERRED TO A 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 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 – 2015.06.10 – 077**
Resolution Re: **Implementing the Provisions of RSA 79-E Relative to the Community Revitalization Tax Relief Incentive Program**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

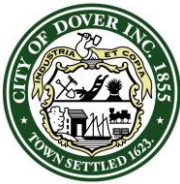
VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason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

RESOLUTION BACKGROUND MATERIAL:

At the City Council workshop meeting on June 3, 2015, the Council received a presentation from staff relative to RSA 79-E "The Community Revitalization Tax Relief Incentive" program. This is a program that provides short-term property assessment tax relief and a related covenant to protect the public benefit that is being created.

The purpose of the program is to encourage reinvestment in existing buildings/structures within the downtown area. This would include either the demolition or subsequent rebuilding of a structure, or the rehabilitation of the existing structure. To qualify, the building must be a "qualifying structure," which means it is a building located in a district officially designated by the municipality master plan, or by zoning ordinance, as a downtown, town center, central business district or village center.

For Dover's purposes, the area identified would be a portion of the Central Business District between Central Avenue, Washington, Chestnut and St Thomas Streets, as outlined on the enclosed map titled: "RSA 79-E Community Revitalization Tax Relief Incentive." These parcels include Assessor's Map 2, Lots 2, 3, 4, 5, 6, 6A, 7, 8, 8A, 9, 11, 12, 13, 15, 16 and 17. This 2.25 acre area was identified because the properties are ones which are underutilized, and have potential for a higher and better use upon them via redevelopment. Typically one to three story buildings exists with older infrastructure, within the area. They are parcels which, with added commercial and residential opportunities, will positively contribute to Dover's economic vitality and contribute to overall growth in Dover's downtown.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2015.06.10 – 077**
Resolution Re: **Implementing the Provisions of RSA 79-E Relative to the Community Revitalization Tax Relief Incentive Program**

In addition, the value of the rehabilitation must be equal to at least 220 percent of a building's pre-rehab assessed value, and that value must be agreed to by the developer in the form of a guaranteed tax assessment. Finally, the proposed substantial rehabilitation must provide a public benefit. In order to be considered a public benefit the substantial rehabilitation must provide at least one of the following, and the proposed replacement must provide one or more of the public benefits:

- It enhances the economic vitality of the downtown.
- It enhances and improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of the downtown.
- It promotes the preservation and reuse of existing building stock throughout a municipality by the rehabilitation of historic structures, thereby conserving the embodied energy in accordance with energy efficiency guidelines established by the U.S. Secretary of the Interior's Standards for Rehabilitation.
- It promotes development of municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9B.
- It increases residential housing in urban or town centers.

The tax relief would be for a finite period of time during which time the property tax on the structure would not increase. When the finite tax relief has expired, the structure would be taxed at its full market value. The City Council may grant such tax assessment relief for a period of up to five years, beginning with the completion of the substantial rehabilitation.

The basic elements of the program, if adopted as presented, are:

- City Council needs to declare each project a public benefit to enhance downtown.
- Qualifying structures must be in the officially designated district.
- Substantial rehabilitation must equal or exceed 220 percent of original assessed value.
- Tax relief shall be only on the value of the new improvements.
- Tax relief period may be up to five years.
- Covenants shall assure the property is maintained and used for the intended purpose.
- Failure to maintain or utilize property as intended shall require full payment of all taxes.
- Liens shall be held for unpaid exempted taxes.
- Property owners must apply to the City Council, who shall hold a public hearing and determine it is a qualifying structure, it is substantial rehabilitation, there is a public benefit and for what duration the tax relief shall be granted.

The above bulleted conditions give the City Council the controls necessary to assure tax exemptions are granted to projects that meet the objectives of the program and comply with the standards established. All redevelopment projects must be approved by the Planning Board as per normal Site Plan review procedures.

The City Council's granting of relief is discretionary and can be denied for any reason. The Council's decision to deny can only be set aside by the Superior Court or the Board of Tax and Land Appeals for bad faith or discrimination. In addition, the City Council may rescind the adoption of RSA 79-E at any time following the procedures provided in Section 79-E:4, which are the same procedures for adopting the RSA.

RSA 79-E Community Revitalization Tax Relief Incentive

