

CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 24, 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. B15021 DOVER LED INDOOR POOL LIGHTING UPGRADE (B15021) AND
AUTHORIZATION FOR FINANCING
(REQUIRES OF 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
SPONSORED BY MAYOR WESTON BY REQUEST**

**B. IMPLEMENTING THE PROVISIONS OF RSA 79-E RELATIVE TO THE COMMUNITY
REVITALIZATION TAX RELIEF INCENTIVE PROGRAM
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. June 3, 2015 – Workshop
B. June 10, 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 24, 2015**
Meeting Time: **7:00 pm**

C. RESOLUTIONS

- 1. B15021 DOVER LED INDOOR POOL LIGHTING UPGRADE (B15021) AND
AUTHORIZATION FOR FINANCING
(REQUIRES OF 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 2. IMPLEMENTING THE PROVISIONS OF RSA 79-E RELATIVE TO THE
COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE PROGRAM
SPONSORED BY MAYOR WESTON BY REQUEST**

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. BLOCK PARTY – FLORENCE STREET**
- 2. B12001 ADDITIONAL SCOPE OF WORK INDOOR POOL SIEMENS
SPONSORED BY MAYOR WESTON BY REQUEST**
- 3. B15061 CRACK SEALING SERVICES
SPONSORED BY MAYOR WESTON BY REQUEST**
- 4. B15065 CONSULTING SERVICES FOR KEATING & BIRCHWOOD
RECONSTRUCTION
SPONSORED BY MAYOR WESTON BY REQUEST**
- 5. B15066 CONSULTING SERVICE FOR RICHARDSON DRIVE RECONSTRUCTION
SPONSORED BY MAYOR WESTON BY REQUEST**
- 6. B15072 BITUMINOUS CONCRETE ASPHALT PICKED UP
SPONSORED BY MAYOR WESTON BY REQUEST**
- 7. B15075 TREE REMOVAL SERVICES
SPONSORED BY MAYOR WESTON BY REQUEST**
- 8. 2015 INFILTRATION AND INFLOW REDUCTION AWARD OF ADDITIONAL SCOPE
OF SERVICES
SPONSORED BY MAYOR WESTON BY REQUEST**



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Meeting Date: **Wednesday, June 24, 2015**
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COMMITTEE REPORTS

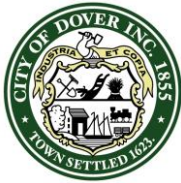
- | | |
|--|---|
| 1. School Board | 10. Pool Advisory Committee |
| 2. Planning Board | 11. Parking Commission |
| 3. Appointments Committee | 12. Ordinance Committee |
| 4. Recreation Advisory Board | 13. Police and Parking Facility Building Committee |
| 5. McConnell Center Advisory Committee | 14. Joint Building Committee – Dover High School and Regional CTC |
| 6. Arts Commission | 15. Dover Main Street |
| 7. Solid Waste Advisory Commission | 16. Library Board of Trustees |
| 8. Transportation Advisory Commission | |
| 9. Legislative Liaison | |

B. RESOLUTIONS

- 1. FISCAL YEAR 2015 TRANSFER OF APPROPRIATION – GENERAL FUND**
SPONSORED BY MAYOR WESTON BY REQUEST
- 2. REAFFIRMATION OF SUPPORT FOR JENNY THOMPSON AQUATIC CENTER PUBLIC/PRIVATE PARTNERSHIP PROJECT**
SPONSORED BY MAYOR WESTON BY REQUEST
- 3. FIRST STREET LICENSE AGREEMENT AMENDMENT**
SPONSORED BY MAYOR WESTON BY REQUEST
- 4. GRANITE STATE INDEPENDENT LIVING PAYMENT IN LIEU OF PROPERTY TAX AGREEMENT**
SPONSORED BY MAYOR WESTON BY REQUEST

C. ORDINANCES IN 1ST READING

- 1. CHAPTER 166 – ARTICLE I GENERAL PROVISIONS**
(TO BE REFERRED TO A PUBLIC HEARING ON JULY 24, 2015)
SPONSORED BY MAYOR WESTON BY REQUEST
- 2. CHAPTER 166 – SECTION 38 SUBSECTION J**
(TO BE REFERRED TO A PUBLIC HEARING ON JULY 24, 2015)
SPONSORED BY MAYOR WESTON BY REQUEST
- 3. CHAPTER 166 – SECTION 57 SCHEDULE J**
(TO BE REFERRED TO A PUBLIC HEARING ON JULY 24, 2015)
SPONSORED BY MAYOR WESTON BY REQUEST
- 4. CHAPTER 166 – SECTION 59 SCHEDULE L**
(TO BE REFERRED TO A PUBLIC HEARING ON JULY 24, 2015)
SPONSORED BY MAYOR WESTON BY REQUEST



CITY OF DOVER

CITY COUNCIL – AGENDA

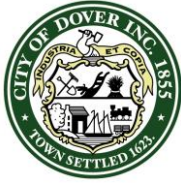
Meeting Type: **Regular Meeting**
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14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

A. Letter from Cathryn Oakley, Legislative Counsel, State and Municipal Advocacy, dated May 21, 2015.

16. ADJOURNMENT



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Workshop Session**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 3, 2015**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor McManus led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

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

Absent: Councilor Gagnon and Councilor Garrison.

Also Present: City Manager Joyal and City Clerk Lavertu.

5. CITIZEN'S FORUM

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

Suzanne Peterson, 24C Maple Street: She spoke about the Dover Pool and said she doesn't want to lose it. She said the future of swimming in Dover is at stake. She said to look at the numbers realistically.

Clia Goodwin, 43 Hough Street: She spoke about the Dover Pools. She is concerned with privatization of the pools.

Genevieve Ellison, 36 New York Street: She spoke about the Dover Pools being vital to her well being, affordable and assessible. She said the pools make Dover a good place to live.

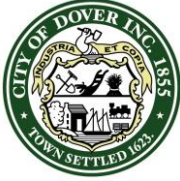
Leonora Ellison, 36 New York Street: She spoke about the Dover Pools making a difference to her physical and mental health. She said the pools make Dover different and wonderful.

Mayor Weston, seeing no one else wishing to

6. DISCUSSIONS

A. JENNY THOMPSON AQUATIC CENTER UPDATE

Mr. Tim Paiva gave a PowerPoint presentation to the Council regarding the Jenny Thompson Aquatic Center.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Workshop Session**
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Meeting Time: **7:00 pm**

B. DOVER BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY (DBIDA) ECONOMIC DEVELOPMENT UPDATE

Economic Director Daniel Barufaldi gave an updated on the activities of the Dover Business and Industrial Development Authority (DBIDA) to the Council.

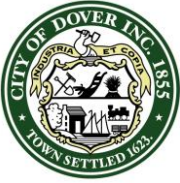
C. COMMUNITY REVITALIZATION INCENTIVE PROGRAM

Assistant City Manager Christopher Parker gave a PowerPoint presentation to the Council regarding the Community Revitalization Incentive Program.

7. ADJOURNMENT

Councilor McManus moved to adjourn; seconded by Deputy Mayor Carrier.
Vote: 7/0.

PowerPoint presentations have been archived with the minutes.



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CITY COUNCIL – MINUTES

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1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Cheney 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 Hooper moved to add the School Board Report.

Councilor McManus moved to add the Library Board of Trustees Report.

Deputy Mayor Carrier moved to add the Joint Building Committee – Dover High School and Regional CTC Report. He moved to move Item #12.C.3. to follow the Citizen's Forum.

Councilor Cheney moved to add the Legislative Liaison Report.

Councilor Garrison moved to add the Planning Board Report.

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

Vote: 9/0.

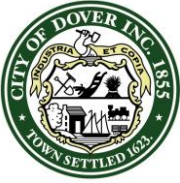
7. PUBLIC HEARINGS

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

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

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

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



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CITY COUNCIL – MINUTES

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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.

Mary Hebbard, 97 Spruce Lane: She spoke about the Consent Calendar items and how two items were on it and she felt they shouldn't be. She said it was inappropriate. She talked about the strings attached to grants. She referred to the \$100,000 for the steering committee for the Master Plan and said it was an obscene amount of money and she felt the City Council should be forming this committee.

Donald Medbery, 3 Covered Bridge Lane: He asked the City Manager to report in his City Manager's report regarding the Tolend Road and if all the parties have signed to change order #7. He said the work was supposed to be done by June 15th, but it hasn't even started. He said there is no transparency in the Dover government. He asked about the \$900,000 study for the High School, and what was being done. He said it was a waste of money when it could have been done for free.

Marilyn Follansbee, 25 Dover Point Road: She spoke about Doris Grady's letter. She said she felt anyone can come before the Council to speak and be heard. She said the petitions are the way to go for Charter amendments. She spoke about Councilor Thibodeaux's Coffee with a Councilor sessions, and said they were wonderful. She spoke about a few things that were bothering her. She spoke about the High School and students' comments regarding ideas for renovations. She hopes people will listen to them. She talked about the price for studies and consultants. She said she would leave the waterfront alone, and felt they should cut down on the building.

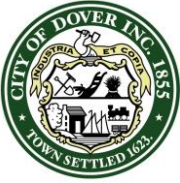
Mayor Weston, seeing no one else wishing to speak, closed the Citizen's Forum.

Item 12.B.3.

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

9. CITY MANAGER'S REPORT

City Manager Joyal said he submitted his report in writing, which includes an update on Economic Development and Legal Services. He referred to page 14 and said it was a summary of expenses related to the Police and Parking Garage Facility. He referred to page 17 and said it was a summary of financial statements. He said the City will be receiving a \$100,000 from the State for snow removal during last winter's blizzard. He referred to page 19 and said the Dover Ice Arena's revenues are exceeding expenses. He said the City is working on finding the water leak in the public water system, and asked for citizens to notify the City if excess water seems to be around in an area where it usually isn't. He spoke about Fire Chief Driscoll retiring at the end of August. He explained why the Tolend Road Change Order #7 has not been signed was because they have not settled on an agreement.



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CITY COUNCIL – MINUTES

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Meeting Time: **7:00 pm**

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

Vote: 9/0.

10. APPROVAL OF MINUTES

A. May 27, 2015 – Regular Meeting

Deputy Mayor Carrier moved to approve the minutes; seconded by Councilor O'Connor. Councilor Cheney moved to make the changes she requested to the May 27, 2015 minutes. Deputy Mayor Carrier moved to approve the minutes as amended; seconded by Councilor Garrison.

Vote: 9/0.

11. MAYOR'S REPORT

Mayor Weston said she attended the Fire Safety Show. She attended the BizEd Connect meeting at the Dover Housing Authority. She spoke about her work to get Dover the adequacy aid for Dover Schools.

Deputy Mayor Carrier spoke about the beautiful veterans memorial in Portsmouth.

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

Vote: 9/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

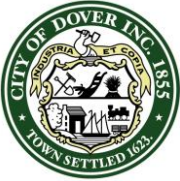
1. AMENDMENT TO MERIT PLAN AND CLASSIFICATION PLAN (TO BE REMOVED FROM THE TABLE)

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved to remove from the table; seconded by Councilor Garrison.
Vote: 9/0

City Manager Joyal gave an overview of the resolutions and background information to the Council.

Roll Call Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

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Meeting Time: **7:00 pm**

**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**

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

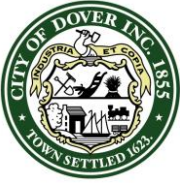
**3. FISCAL YEAR 2015 SCHOOL ADDITIONAL APPROPRIATION BUDGET
AMENDMENT #2 – CHANGE IN NON-PROPERTY TAX REVENUE ESTIMATES
(REQUIRES OF 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
SPONSORED BY MAYOR WESTON BY REQUEST**

Moved up on the Agenda to follow Citizen's Forum.

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



CITY OF DOVER

CITY COUNCIL – MINUTES

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COMMITTEE REPORTS

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

Deputy Mayor Carrier moved for the approval of the Consent Calendar; seconded by Councilor Hooper.

Mayor Weston asked the Council if they had items they would like pulled for further discussion.
Mayor Weston pulled Items 13.A.3. and 13.A.4.

Deputy Mayor Carrier pulled the Joint Building Committee – Dover High School and Regional CTC Report.

Councilor Hooper pulled the School Board Report.

Councilor McManus pulled Item 13.A.2. and the Library Board of Trustees Report.

Councilor Cheney pulled the Legislative Liaison Report.

Councilor Garrison pulled the Planning Board Report.

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

Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.2.; seconded by Councilor McManus.

Deputy City Manager Steele answered questions regarding this resolution.

Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.3.; seconded by Councilor Garrison.

Assistant City Manager Parker gave an overview of the resolution to the Council.

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

Deputy Mayor Carrier moved for the adoption of Item 13.A.4.; seconded by Councilor O'Connor.

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

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

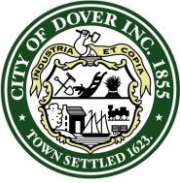
Councilor Hooper gave an overview of the School Board Report with the Council.

Deputy Mayor Carrier moved to accept the School Board Report; seconded by Councilor O'Connor.

Vote: 9/0.

Councilor Garrison gave an overview of the Planning Board Report with the Council. He spoke about the Code Chapter on Zoning amendments. He said there will be a public hearing at the Planning Board meeting on June 23, 2015 at the McConnell Center.

Assistant Manager Parker gave an overview of the difference between an Historic District and Heritage District.



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CITY COUNCIL – MINUTES

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Deputy Mayor Carrier moved to accept the Planning Board Report; seconded by Councilor Thibodeaux.

Vote: 9/0.

Councilor Cheney gave an overview of the Legislative Liaison Report with the Council. She said the Senate approved the budget and now it is in conference. She went over the differences.

Deputy Mayor Carrier moved to accept the Legislative Liaison Report; seconded by Councilor Thibodeaux.

Vote: 9/0.

Councilor McManus gave an overview of the Library Board of Trustees Report to the Council.

Deputy Mayor Carrier moved to accept the Library Board of Trustees Report; seconded by Councilor Garrison.

Vote: 9/0.

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

Deputy Mayor Carrier moved to accept the Library Board of Trustees Report; seconded by Councilor Garrison.

Vote: 7/0. Councilors Cheney and Hooper were absent from the Chambers.

B. RESOLUTIONS

1. HEALTHTRUST MEMBERSHIP AGREEMENT

SPONSORED BY MAYOR WESTION BY REQUEST

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

Vote: 8/0. Councilor Cheney was absent from the Chambers.

2. COLLECTIVE BARGAINING AGREEMENT DOVER POLICE ADMINISTRATORS ASSOCIATION

SPONSORED BY MAYOR WESTION BY REQUEST

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

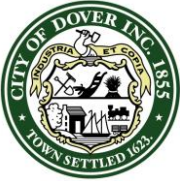
Roll Call Vote: 9/0.

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**

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

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

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**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**

Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor.
Vote: 9/0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

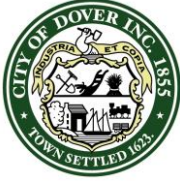
15. COUNCIL MATTERS OF INTEREST

Councilor Thibodeaux thanked Ms. Follansbee for her comments and said she will be holding her Coffee with a Councilor on Saturday.

Mayor Weston mentioned a few dates to the Council. June 14th – Flag Day; June 17th is the Dover High School Graduation; and June 19th is the Dover Adult Learning Center Graduation

16. ADJOURNMENT

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 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.

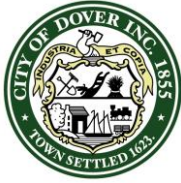
NOTE: This resolution requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after the public hearing.

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 18, 2015

R-2015 06 10 B15021 LED Lighting Upgrade and
Authorization for Financing Indoor Pool (2)
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CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

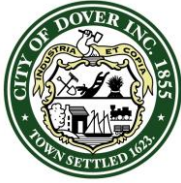
Resolution Number: **R – 2015.06.10 – 076**
Resolution Re: Dover LED Indoor Pool Lighting Upgrade (B15021) and
Authorization for Financing

DOCUMENT HISTORY:

First Reading Date: 06/10/2015	Public Hearing Date: 06/24/2015
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 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:

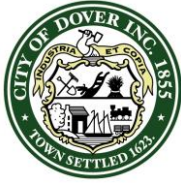
Description	General Fund
FY16 City Prior Authorizations	4,085,059
This Authorization	31,990
FY16 Debt Retirement	<u>4,556,523</u>
Net Change	<u>(439,474)</u>

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#: 12.C.1.

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

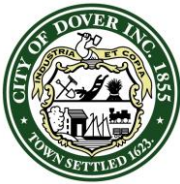
Customer Name <i>Dover Recreation</i>	Electric Account Number <i>56-623751021</i> <i>606502001 (site)</i>	Rate <i>G</i>	Application Number <i>115102</i>
Facility Address	City	State	Zip Code
Service Location Identification <i>Indoor Pool</i>	Email <i>g.bannon@Dover.nh.gov</i>		
Mailing Address (if different 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#: 12.C.2.

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.

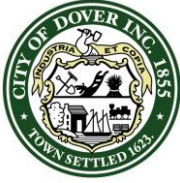
"Substantial rehabilitation" shall mean rehabilitation of a qualifying structure which costs at least 220 percent of the pre-rehabilitation assessed valuation.

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#: 12.C.2.

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.

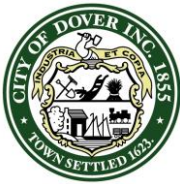
The City Manager, or designee, shall develop an application for those property owners interested in participating in the program.

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#: 12.C.2.

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: 06/10/2015	Public Hearing Date: 06/24/2015
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

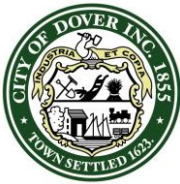
VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason 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#: 12.C.2.

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 if 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





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: Florence Street Block Party

Federal Tax ID number for Organization: _____

Check (✓) Nature of Organization:

Religious _____, Educational _____, Charitable _____, Civic _____, Sports _____, Veterans _____, Fraternal or Political _____, Other ✓ _____

(Describe) social / community

Contact Person: Mark Holt-Shannon

Day Time Telephone: 603 970 0730

Address: 14 Florence St

Email: holtshannon@mac.com

Purpose of Permit: close street at Pearl/Florence and Broadway/Florence

Date of Event: 6/27/15 Specific Time: NOON - 10pm

Location of Event: 14/16 Florence

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

Prize (s) To Be Awarded: _____

Cost of Ticket: _____

Date of Drawing: _____

Place of Drawing: _____

* NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS: Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited. Information on these requirements may be found at

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

*****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): Pearl/Florence to Broadway/Florence

Police Department Block Party Approval Signature: Sgt. Mark Speidel

Printed Name: Sgt. Mark Speidel, Traffic Bureau

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: Mark Holt-Shannon

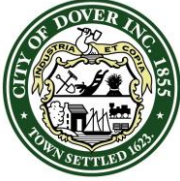
DATE: 6/1/15

(duly authorized)

PRINTED NAME: Mark Holt-Shannon

Licensing Board Approval [Signature]

Date: 6/8/15



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2015.06.24 - 78**

Resolution Re: B12001 Additional Scope of Work Indoor Pool Siemens

WHEREAS: A Sealed Request for Proposal B12001 was issued and received for HVAC Maintenance and Repair Services on September 15, 2011 at 2:00 pm. A two year agreement with option to renew three additional in year terms was approved by City Council via R2011.10.12. The current agreement lists mechanical repair service labor rates locked in at \$98.00 per hr straight time with time and a half for overtime. It also lists 10% discount on all OEM parts and 60% discounts on all Siemens Automation Products. The City is currently in year four and has received two proposals for additional work to be performed at the Indoor Pool; and

WHEREAS: One proposal is to provide and install materials and labor for the replacement of the control panel for the dehumidifier in the amount of \$21,703. The second proposal is to provide and install materials and labor to replace control panel in the mechanical room for the HVAC at the pool in the amount of \$13,107, for a total of \$34,810; and

WHEREAS: Both proposals also list hourly labor for a project manager, engineer and a specialist. These laborers were not part of the preventative maintenance bid but the City is recommending award based on the fact that this is our current vendor for maintenance, with still another year on that contract, and they are holding the bid price for the Mechanical labor of \$98.00 and the product discounts of 60%.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order Siemens for control panel work totaling \$34,810 at rates provided in conjunction with Bid B12001. 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
1009.1.350.45124.4741.00000.92	Indoor Pool Mach & equipment	128	128
1009.1.350.45124.4741.00000.94	Indoor Pool Mach & equipment	2,000	2,000
1000.1.350.45124.4741.00000.00	Indoor Pool Mach & equipment	44,725	32,719

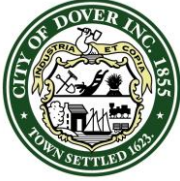
AUTHORIZATION

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 – 2015.06.24 - 78**

Resolution Re: B12001 Additional Scope of Work Indoor Pool Siemens

DOCUMENT HISTORY:

First Reading Date:

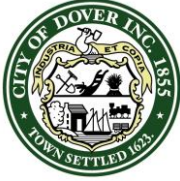
Public Hearing Date:

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.2.

Resolution Number: **R – 2015.06.24 - 78**

Resolution Re: B12001 Additional Scope of Work Indoor Pool Siemens

RESOLUTION BACKGROUND MATERIAL:

One proposal is to provide and install materials and labor for the replacement of the control panel for the dehumidifier in the amount of \$21,703. The Indoor Pool has a dehumidification/ air circulation system that was replaced several years ago with a new unit through the Johnson Controls energy contract purchasing process. This unit has the ability to closely control heat and humidity of the pool building when it is working at its full potential. However, the control system that came with the unit was never tied into the Siemens management system as it was incompatible with the hardware and software being used and was managed by a separate control panel mounted on the unit. Initially the unit was set up and ran as prescribed with the use of its own control system. Over time though the control system gradually lost its operational management features due to environmental factors and became useless in the last 6 months. The unit now operates only at full speed and is not programmable for adjustments due to heat and humidity changes inside and outside of the pool building. Siemens was contacted to come up with a solution to manage this unit and has proposed a full change out of the control equipment on the unit with Siemens designed and supplied equipment and to tie the unit back into the existing Siemens management system. This repair work needs to be done as soon as possible as the current situation is very inefficient and does not provide the pool with the optimum environmental conditions for our patrons and staff.

The second proposal is to provide and install materials and labor to replace control panel in the mechanical room for the electricity at the pool in the amount of \$13,107. The City HVAC systems are managed through a Siemens designed and supported technology and equipment. This system was first installed over a couple of years in the mid 1990's in most of the City buildings. The Indoor Pool/Butterfield Gym was one of the first with this system. The equipment necessary to communicate between the control system computer and the HVAC system includes a number of modules that are over 20 years old and no longer work with the updated software that has been purchased over the years. The ability to manage the energy use and the climate controls of the building are significantly hindered without the connectivity that these outdated modules should be providing if they worked. Siemens has provided an estimate to update the control system for the Indoor Pool heating equipment to get it tied into the current management system and it needs to be installed as soon as possible to get the building operations to work at its greatest potential efficiency level.

Both proposals also list hourly labor for a project manager, engineer and a specialist. These laborers were not part of the preventative maintenance bid but the city is recommending award based on the fact that this is our current vendor for maintenance and they are holding the bid price for the Mechanical labor and the product discounts of 60%. The total for both projects is \$34,810

Award Information:

A purchase order will be issued to Siemens to authorize future expenditures.

Draft contracts are attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval.

Exhibit A - Draft Agreement Dehumidifier Control Panel

Exhibit B – Draft Agreement HVAC Control Panel



PROPOSAL

City of Dover
Attn: Gary S. Bannon
61 Locust Street
Dover, NH 03820

Date: June 12, 2015
Limiting Date: 90 Days

Project: Dover Indoor Pool Unit. Install Siemens DDC panel for Indoor Pool Unit.

Proposal: Siemens Industry, Inc. agrees to provide labor and material per attached scope of work. See the following page for details.

Project Cost: \$21,703.00
(Twenty One Thousand Seven Hundred Three Dollars)

** Financing is available upon request

☐ Wiring by Siemens Industry, Inc. ☒ Wiring by others ☐ No wiring required

The Terms and Conditions of Sale shown on the attached are a part hereof

Terms of Payment:

☐ 0 % in advance ☒ 100 % upon completion
☐ No Retainage ☒ Invoices due Net 30 Days

*Proposal Accepted:
Siemens Industry, Inc.
Is authorized to proceed with the work as proposed*

*Proposal Submitted:
Siemens Industry, Inc.*

Purchaser _____

Seller Siemens Industry, Inc

By _____

By Brice LeBlanc

Title _____

Title Service Account Engineer

Date _____

Date June 15, 2015



SCOPE OF WORK

Siemens Industry agrees to provide automation labor and material to install an updated control panel for the existing controlling the City of Dover indoor pool unit ruined by moisture. We will lockout the panel. The City of Dover will replace the entire DDC panel and modules and connect to existing control wiring and end devices to lower the risk of moisture causing newly installed components to fail; to include removal of the main control power from cabinet and installation of a separate disconnect and power feed to back to the control panel to allow installation to conform to new NFPA arc flash requirements. We will install engineered Siemens control designed to handle the extreme temperature swings inside the panel. We will program the panel to manufacturer recommended sequence of operation. We will start up panel and perform a full functional check and recommission to complete the rebuild of the panel.

Programming to include: • Engineering w/Prints. • Alarm definitions • Graphics • Pre-functional commissioning (Point to point check). • Functional commissioning (Sequence of operations testing) • Trends

- Work to be performed during normal business days (M-F 7am- 5pm).

EXCEPTIONS

This quote does NOT include:

- Labor or material to provide required control or power wiring. This is to be provided by electrical contractor of choice by the City of Dover.
- Labor or material to perform additional repairs to wiring and end devices connected to DDC panel that are found to be defective (i.e. loss of continuity in wiring) is not included. These deficiencies will be determined functional check and commissioning of new DDC control modules.
- Ethernet connection to control panel is to be provided by the City of Dover.

SIEMENS

Siemens Industry, Inc.
Standard Terms and Conditions of Service 1 / 3
March 1, 2010 (Rev. 1) / Legal

Siemens Industry, Inc.
Standard Terms and Conditions of Service
March 1, 2010 (Rev. 1)

Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") to be provided by SIEMENS and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SIEMENS may grant a security interest in the proceeds to be paid to SIEMENS under this Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of SIEMENS and Customer and signed by duly authorized officers or managers of SIEMENS and Customer.

(b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

(c) Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.2 SIEMENS shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of Customer. This Agreement is not intended, and shall not be construed to create, between Customer and SIEMENS, the relationship of principal and agent, joint ventures, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of Customer.

1.3 This Agreement shall be governed by and enforced in accordance with the laws of the State of Delaware. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.4 If applicable, after the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

1.5 If applicable, either party may terminate or amend this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.6 If, during or within 90 days after the term of this Agreement, Customer engages any SIEMENS employee who has performed work under this or any other agreement between Customer and SIEMENS, Customer shall pay SIEMENS an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "Covered equipment" shall mean that equipment expressly identified in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system is included as part of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then SIEMENS may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by SIEMENS, in accordance with applicable law and the requirements of then current guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds SIEMENS harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current guidelines or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SIEMENS or a person authorized by it, Customer shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current guidelines or other applicable requirements, and charged on a time and materials basis.

SIEMENS

Article 3: Services by SIEMENS

3.1 SIEMENS shall only perform the Services identified in this Agreement.

3.2 SIEMENS shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SIEMENS reasonably deems necessary; (b) notify SIEMENS of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events SIEMENS may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly included in the Services are limited to restoring the proper working condition of such Covered Equipment. SIEMENS will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

3.4 Unless agreed otherwise, Services do not include and SIEMENS is not responsible for (a); (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SIEMENS; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (g) the removal or reinstallation of replacement valves, dampers, waterflow switches, venting or draining systems. SIEMENS is not responsible for services performed on any Covered Equipment other than by SIEMENS or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SIEMENS shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SIEMENS is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("*Deliverables*") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("*Instruments*") and shall remain SIEMENS property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SIEMENS; and, in addition to any other rights SIEMENS may have, Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it through this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

3.10 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by SIEMENS, the documents prepared for the Customer will represent SIEMENS' best judgment based on SIEMENS' experience and the information reasonably available to SIEMENS at the time that the Services are performed. Customer acknowledges that SIEMENS does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or, (c) contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by SIEMENS as part of the Services provided hereunder.

Article 4: Responsibilities of Customer

SIEMENS

4.1 Customer, without cost to SIEMENS, shall:

- (a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and SIEMENS will, in its reasonable discretion, act accordingly;
- (b) Provide or arrange without cost all reasonable provisions, means and access for SIEMENS to any site and the equipment where Services are to be performed;
- (c) Permit SIEMENS to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;
Siemens Industry, Inc.
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March 1, 2010 (Rev. 1) / Legal
- (d) Furnish SIEMENS with all available information pertinent to the Services;
- (e) Obtain and furnish to SIEMENS all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SIEMENS has expressly agreed in writing to obtain;
- (f) Maintain the Services site in a safe condition; notify SIEMENS promptly of any site conditions requiring special care; and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices SIEMENS has expressly agreed in this Agreement to give;
- (h) Provide SIEMENS with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
- (i) Furnish to SIEMENS any contingency plans related to the site;
- (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;
- (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,

4.2 Customer acknowledges that the technical and pricing information herein is proprietary to SIEMENS and agrees not to disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SIEMENS is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing such issues, in the event SIEMENS does make observations, reports, suggestions or otherwise regarding such issues, SIEMENS shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SIEMENS notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). SIEMENS shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the system or Covered Equipment any device that interferes with the Services or the proper operation of the system or Covered Equipment.

Article 5: Compensation

5.1 Annual Fee(s) shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment hereto and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancelable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during SIEMENS' normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 SIEMENS shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually

SIEMENS

thereafter on the anniversary of such Start Date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with SIEMENS, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer agrees to pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue amount under this Agreement. Customer shall reimburse SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to SIEMENS.

5.4 Except to the extent expressly agreed in this Agreement, SIEMENS' fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All items, 1982– 1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPIU identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside SIEMENS' reasonable control (such as changes of law) may develop which require SIEMENS to expend additional costs, effort or time to complete the Services, in which case SIEMENS shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, SIEMENS shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SIEMENS shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs SIEMENS incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by SIEMENS hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by SIEMENS. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such reperformance fails to cure such defects, then Customer's exclusive remedy against SIEMENS for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.6 herein.

7.2 THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

SIEMENS

7.3 SIEMENS agrees to defend, indemnify and hold harmless Customer, and its officers, directors, employees and agents, from and against any third party claims for bodily injury, including death, or damage to tangible property, to the extent arising from SIEMENS' negligence in the performance of this Agreement.

7.4 Customer hereby, for it and any parties claiming under it, releases and discharges SIEMENS from any liability arising out of all hazards covered by Customer's insurance, and all claims against SIEMENS arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.5 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SIEMENS UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SIEMENS DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY THE CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SIEMENS DOES
Siemens Industry, Inc.

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March 1, 2010 (Rev. 1) / Legal

NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SIEMENS' RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT THE CUSTOMER'S SOLE RISK.

7.6 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THE AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NONDELIVERY OF ANY SERVICES, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and, in any event, SIEMENS' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by SIEMENS from Customer under this Agreement. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation under the warranty hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

7.7 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 8: Limitations of Maintenance or Service Obligations

8.1 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. SIEMENS assumes no responsibility for any service performed on any Covered Equipment other than by SIEMENS or its agents.

8.2 SIEMENS shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots,

SIEMENS

explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.

8.3 SIEMENS is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 SIEMENS shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, if not specifically stated, in the scope of Services, SIEMENS shall not be responsible for any venting or draining of systems.

8.5 WHERE SERVICES INCLUDE EFFORTS BY SIEMENS TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SIEMENS. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SIEMENS WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTION AVAILABLE, SIEMENS DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SIEMENS FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SIEMENS' FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/ INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: Hazardous Materials Provisions

9.1 The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("*Hazardous Materials*"), present at Customer's Sites where the Services are performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by SIEMENS before its obligations hereunder shall continue.

9.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, SIEMENS shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, SIEMENS shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

9.3 Customer warrants that, prior to the execution of this Agreement, it shall notify SIEMENS in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

9.4 Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

9.5 Any Leased Equipment provided by SIEMENS shall at all times be the property of SIEMENS with the exception of certain miscellaneous installation materials purchased by the Customer, and no right or property interest is transferred to the Customer hereunder, except the right to use any such Equipment as provided here. Customer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the equipment. Customer shall be responsible to maintain the Equipment in good and efficient working order.

Upon the expiration or termination of this Agreement, Customer shall promptly make any Leased Equipment available to SIEMENS for removal. Customer hereby agrees that it shall grant SIEMENS access to the Equipment location and shall permit SIEMENS to take possession of and remove the Equipment without resort to legal process and hereby releases SIEMENS from any claim or right of

SIEMENS

action for trespass or damages caused by reason of such entry and removal.

Article 10: Import / Export Indemnity

10.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the *Covered Equipment or Services* provided under the Contract, including any export license requirements. Customer agrees that such *Covered Equipment or Services* shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 11: Small Business Concern

11.1 SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems. **Siemens Industry, Inc.**

Price Summary

Sales Person:	Brice LeBlanc	Print Date:	29-May-2015
Estimate Name:	Dover Indoor Pool ERV	Job Start:	29-May-2015
Customer Name:		Job End:	30-May-2015

Material	Cost	Escalation	Disc %	Discount	Overhead	Profit	Sell Price
Siemens Material	\$8,656.51	\$0.00	60.00%	-\$5,193.91	\$0.00	\$0.00	\$3,462.60
Siemens OEM Material	\$0.00	\$0.00	50.00%	\$0.00	\$0.00	\$0.00	\$0.00
Outside Material	\$41.34	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$41.34
Mechanical Material	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Electrical Material	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Shipping & Handling	\$175.20	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$175.20
Warranty	\$175.20	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$175.20
Total Material	\$9,048.24	\$0.00		-\$5,193.91	\$0.00	\$0.00	\$3,854.34

Labor	Cost	Escalation	Disc %	Discount	Overhead	Profit	Sell Price
Project Manager \$165/HR	\$3,960.00	(16 HRS) \$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$3,960.00
Engineering \$168/HR	\$2,177.28	(12.96 HRS) \$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$2,177.28
Specialist \$134.50/HR	\$7,661.12	(56.96 HRS) \$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$7,661.12
Mechanical \$98/HR	\$784.00	(8 HRS) \$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$784.00
Electrical	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Total Labor	\$14,582.40	\$0.00		\$0.00	\$0.00	\$0.00	\$14,582.40

Subcontracts	Cost	Overhead	Profit	Sell Price
Electrical Wiring	\$5,695.00	\$569.50	\$939.68	\$7,204.18
Manufacturer Rep on-site.	\$2,400.00	\$240.00	\$396.00	\$3,036.00
Total Subcontractor Cost	\$8,095.00	\$809.50	\$1,335.68	\$10,240.18

Miscellaneous	Cost	Overhead	Profit	Sell Price
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
Travel & Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Total Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00

Customer hereby agrees to observe complete confidentiality with regard to Pricing Summary (Properties & Confidential Information) and not to disclose or permit to any 3rd person or entity access to the Proprietary & Confidential Information without Siemens Industry prior written permission.

Price Summary

Sales Person:	Brice LeBlanc	Print Date:	29-May-2015
Estimate Name:	Dover Indoor Pool ERV	Job Start:	29-May-2015
Customer Name:		Job End:	30-May-2015

<i>Estimate Totals</i>	<i>Cost</i>	<i>Discount</i>	<i>Overhead</i>	<i>Profit</i>	<i>Sell Price</i>
Sub Totals	\$31,725.64				\$28,676.92
Estimated Sales Tax	\$0.00				\$231.26
Total Project Price	\$31,725.64		\$809.50	\$1,335.68	\$28,908.18

Electrical - \$1,205.00
 \$ 21,703

Customer hereby agrees to observe complete confidentiality with regard to Pricing Summary(Properties & Confidential Information) and not to disclose or permit to any 3rd person or entity access to the Proprietary & Confidential Information without Siemens Industry prior written permission.



PROPOSAL

City of Dover
Attn: Gary S. Bannon
61 Locust Street
Dover, NH 03820

Date: April 22, 2015
Limiting Date: 90 Days

Project: Dover Indoor Pool. Upgrade Siemens DDC panel for mechanical room.

Proposal: Siemens Industry, Inc. agrees to provide labor and material per attached scope of work. See the following page for details.

Project Cost: \$13,107.00
(Thirteen Thousand One Hundred Seven Dollars)

** Financing is available upon request

☒ Wiring by Siemens Industry, Inc. ☐ Wiring by others ☐ No wiring required

The Terms and Conditions of Sale shown on the attached are a part hereof

Terms of Payment:

☐ 0 % in advance ☒ 100 % upon completion
☐ No Retainage ☒ Invoices due Net 30 Days

*Proposal Accepted:
Siemens Industry, Inc.
Is authorized to proceed with the work as proposed*

*Proposal Submitted:
Siemens Industry, Inc.*

Purchaser _____

Seller Siemens Industry, Inc

By _____

By Brice LeBlanc

Title _____

Title Service Account Engineer

Date _____

Date April 30, 2015

SIEMENS

SCOPE OF WORK

Siemens Industry agrees to provide labor and material to install a replacement Siemens Controls for the mechanical room panel at the Dover Indoor Pool to include required BIMS. This will upgrade system to current hardware platform to support integration to modern computer operating systems and software. We will lockout the panel. We will replace the DDC panel modules and connect to existing control wiring and end devices. We will start up panel and perform a full functional check and recommission to complete the rebuild of the panel.

Upgrade to include: • Engineering w/Prints. • Alarm definitions • Graphics • Pre-functional commissioning (Point to point check). • Functional commissioning (Sequence of operations testing) • Trends

- Work to be performed during normal business days (M-F 7am- 5pm).

EXCEPTIONS

This quote does NOT include:

- Ethernet connection to control panel is to be provided by the City of Dover.

Price Summary

Sales Person:	Brice LeBlanc	Print Date:	12-Jun-2015
Estimate Name:	Dover Indoor Pool	Job Start:	24-Mar-2015
Customer Name:	ity of Dover	Job End:	25-Mar-2015

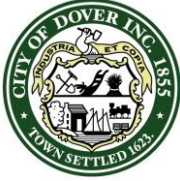
Material	Cost	Escalation	Disc %	Discount	Overhead	Profit	Sell Price
Siemens Material	\$17,273.76	\$0.00	60.00%	-\$10,364.26	\$0.00	\$0.00	\$6,909.50
Siemens OEM Material	\$32.36	\$0.00	60.00%	-\$19.42	\$0.00	\$0.00	\$12.94
Outside Material	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Mechanical Material	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Electrical Material	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Shipping & Handling	\$346.12	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$346.13
Warranty	\$346.12	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$346.13
Total Material	\$17,998.36	\$0.00		-\$10,383.67	\$0.00	\$0.00	\$7,614.70

Labor	Cost	Escalation	Disc %	Discount	Overhead	Profit	Sell Price
Project Manager \$165/HR	\$1,320.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$1,320.00
Engineering \$168.00/HR	\$672.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$672.00
Specialist \$134.50/HR	\$2,144.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$2,144.00
Mechanical	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Electrical \$90.00/HR	\$900.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$900.00
Total Labor	\$5,036.00	\$0.00		\$0.00	\$0.00	\$0.00	\$5,036.00

Miscellaneous	Cost	Overhead	Profit	Sell Price
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
Travel & Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Total Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00

Estimate Totals	Cost	Discount	Overhead	Profit	Sell Price
Sub Totals	\$23,034.36	-\$10,383.67	\$0.00	\$0.00	\$12,650.70
Estimated Sales Tax	\$0.00				\$456.88
Total Project Price	\$23,034.36		\$0.00	\$0.00	\$13,107.58

Customer hereby agrees to observe complete confidentiality with regard to Pricing Summary(Properties & Confidential Information) and not to disclose or permit to any 3rd person or entity access to the Proprietary & Confidential Information without Siemens Industry prior written permission.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2015.06.24 – 79**
Resolution Re: B15061 Crack Sealing Services

WHEREAS: The sealed request for Bid #B15061 was solicited and received for crack sealing services on June 4, 2015 at 11:00am. Two bids were received and evaluated; and,

WHEREAS: The low bid meeting specifications was submitted by AnnSeal Inc of Johnson City, NY at the rate of \$2.10 per pound for day work and \$2.30 per pound for night work if needed using NHDOT approved Craftco Roadsaver 34201 sealing product in an amount not to exceed \$30,000.00. The vendor is on the NHDOT prequalified Contractor list and the product in on the NHDOT Qualified Product List.

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 AnnSeal Inc of NY for crack sealing services given the rates provided in conjunction with B15061 in the amount not to exceed \$30,000.00. The amount of this authorization shall be limited so as not to exceed available funding

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

Financing

Account	Description	AppropriationFY16	Balance
1000.1.300.43121.4715	Gernal Street Improvements	1,250,000	1,250,000

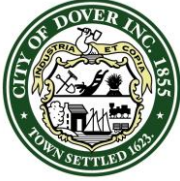
AUTHORIZATION

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.

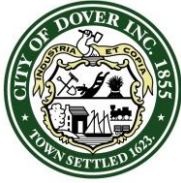
Resolution Number: **R – 2015.06.24 – 79**
Resolution Re: B15061 Crack Sealing Services

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.3.

Resolution Number: **R – 2015.06.24 – 79**
Resolution Re: B15061 Crack Sealing Services

RESOLUTION BACKGROUND MATERIAL:

Two bids were received and evaluated. The low bid meeting specifications was submitted by AnnSeal Inc of NY at the rate of \$2.10 per pound for day work and \$2.30 per pound for night work if needed, using NHDOT approved Craftco Roadsaver 201 sealing product in an amount not to exceed \$30,000.00.

The work covered by this project consists of furnishing all labor, equipment, materials and traffic control necessary to perform all operations in connection with reshaping, cleaning and sealing of random cracks in bituminous concrete pavements, and vegetation removal and sterilization of cracks where necessary.

Bid Information:

The sealed request for Bid #B15061 was solicited and received for crack sealing services on June 4, 2015 at 11:00am.

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:	79	Number of Responses:	2
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	yes	Contract:	Yes
Prices will hold for:	2015 construction season	Estimated Delivery:	As needed
Recommended Award to:	AnnSeal Inc	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – B15061 Bid Results
Exhibit B – B15061 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

Bid Results
Crack Sealing
#B15061

<i>Vendor</i>	<i>Price per pound</i>
Costello Industries, Inc 123 Costello Road Newington, CT 06111	\$2.43 Day work \$2.73 Night work Crafco RS 221
AnnSeal Inc 130 Main St Ste 3 Johnson City NY 13790	\$2.10 Day work \$2.30 Night work Crafco Road Saver 34201

[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 (? pages);
 - b. RFP #B_____ issued by the City of Dover;
 - c. Response of the Vendor by cover letter 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; 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

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

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

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.
17. **Review.** The parties to this Agreement acknowledge that they enter into this



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
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603.516.6000

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.

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
(insert contact and address)

To Vendor
(insert contact and address)

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

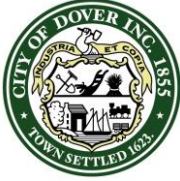
[name], Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2015.06.24 – 80**

Resolution Re: B15065 Consulting Services for Keating & Birchwood
Reconstruction

WHEREAS: A Sealed Request for Proposal B15065 was issued and received for consulting services for the design of Keating and Birchwood reconstruction on May 27, 2015 at 11:00 am. A mandatory pre-bid meeting was conducted on May 23, 2015 at 10:00 am with six firms attending; and

WHEREAS: Two replies were received and evaluated for both firms and cost proposals were then opened. The low bid and offer deemed most advantageous to the city was submitted by Dubois and King, Inc in the amount not to exceed \$120,266.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order Dubois and King Inc of Laconia NH for design consulting services for Keating and Birchwood for reconstruction at rates provided in conjunction with Bid B15065. 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
4016.1.300.43121.4751.03163.16	Street Keating & Birchwood	100,000	100,000
5320.1.300.43250.4757.04567.16	Sewer Keating & Birchwood	200,000	200,000

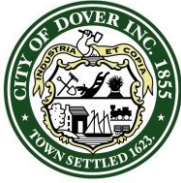
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2015.06.24 – 80**

Resolution Re: B15065 Consulting Services for Keating & Birchwood
Reconstruction

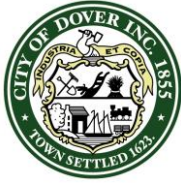
DOCUMENT HISTORY:

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.4.

Resolution Number: **R – 2015.06.24 – 80**
Resolution Re: B15065 Consulting Services for Keating & Birchwood
Reconstruction

RESOLUTION BACKGROUND MATERIAL:

The City of Dover is requesting proposals for consulting services for the design of the Keating/Birchwood Area Reconstruction Project. This area consists of the following streets: Stark Ave. – 650 lf, Hayes Ln. – 550 lf, Keating Ave. – 400 lf, Renaud Ave. – 770 lf, Shamrock Ln. – 730 lf, Birchwood Pl. – 970 lf, and Emmit St. – 345 lf. The project will also include approximately 600 lf of sewer improvements in Stark Ave. The Consultant will provide engineering services for the design, specifications, and bid clarifications for this project.

Bid Information:

A Sealed Request for Proposal B15065 was issued and received for consulting services for the design of Keating and Birchwood reconstruction on May 27, 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.

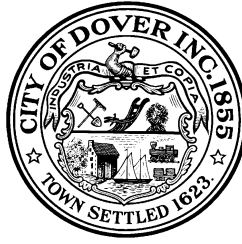
Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	249	Number of Responses:	2
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Completion	Estimated Delivery:	2015
Recommended Award to:	Dubois & King Inc	Fund:	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 – B15065 Bid Results
Exhibit B – B15065 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 #B15065

Consulting Services for Keating & Birchwood Dr

<i>Vendor</i>	<i>Cost</i>
Dubois and King Inc 831 Union Ave Laconia NH	\$120,266
Weston & Sampson 100 International Dr Portsmouth NH	\$156,596



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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



CITY OF DOVER

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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.



CITY OF DOVER

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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

288 CENTRAL AVENUE
DOVER, NH 03820
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603.516.6000

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

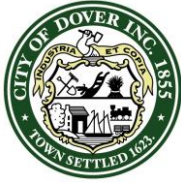
[name], Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2015.06.24 – 81**

Resolution Re: B15066 Consulting Service for Richardson Drive
Reconstruction

WHEREAS: A Sealed Request for Proposal B15066 was issued and received for consulting services for the design of Richardson Drive reconstruction on May 27, 2015 at 11:30 am. A mandatory pre-bid meeting was conducted on May 23, 2015 at 11:00 am with eight firms attending; and

WHEREAS: Six replies were received and evaluated and shortlisted to the top four firms. Cost proposals were then opened for these four firms. The low bid and offer deemed most advantageous to the City was submitted by Tighe & Bond of Portsmouth NH in the amount not to exceed \$47,500.

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 Tighe & Bond of Portsmouth NH for consulting services for Richardson Drive at rates provided in conjunction with Bid B15066. 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
4016.1.300.43121.4751.03164.16	Streets Richardson Dr	50,000	50,000
5320.1.300.43250.4757.04558.16	Sewer Richardson Dr	50,000	50,000

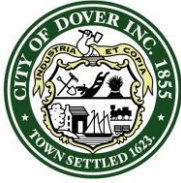
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2015.06.24 – 81**

Resolution Re: B15066 Consulting Service for Richardson Drive
Reconstruction

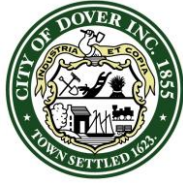
DOCUMENT HISTORY:

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.5.

Resolution Number: **R – 2015.06.24 – 81**
Resolution Re: B15066 Consulting Service for Richardson Drive
Reconstruction

RESOLUTION BACKGROUND MATERIAL:

The City of Dover is requesting proposals for consulting services for the reconstruction of Richardson Drive. Richardson Drive is approximately 1,850 feet and loops off of Old Stage Road. The project entails roadway reclamation, repaving, new curbing and general street improvements, as well as the extension of new sewer line that will connect to the recently constructed sewer line located in Old Stage Road. The City would like to incorporate pervious Low Impact Development stormwater mitigation strategies, as part of the roadway improvements.

Bid Information:

A Sealed Request for Proposal B15066 was issued and received for consulting services for the design of Richardson Drive reconstruction on May 27, 2015 at 11:30 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.

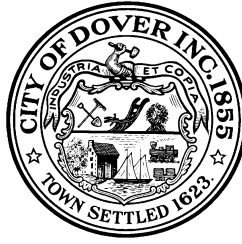
Purchasing Information:

Type:	Purchase Order	Advertised:	yes
Invitations Mailed:	250	Number of Responses:	8
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Completion	Estimated Delivery:	As needed
Recommended Award to:	Tighe & Bond Company	Fund:	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 – B15066 Bid Results
Exhibit B – B15066 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 #B15066

Consulting Services for Richardson Dr

<i>Vendor</i>	<i>Cost</i>
Dubois and King Inc 831 Union Ave Laconia NH	\$56,650.00
CMA Engineers 35 Bow St Portsmouth NH	\$71,633.70
Hoyle Tanner & Associates 150 Dow St Manchester NH	\$85,381.00
Tighe & Bond 177 Corporate Dr Portsmouth NH	\$47,500.00
TriTech Engineering 755 Central Ave Dover NH	
Weston & Sampson 100 International Dr Portsmouth NH	



CITY OF DOVER

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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



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
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603.516.6000

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.



CITY OF DOVER

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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

288 CENTRAL AVENUE
DOVER, NH 03820
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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

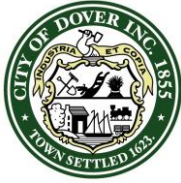
[name], Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2015.06.24 – 83**

Resolution Re: B15072 Bituminous Concrete Asphalt Picked Up

WHEREAS: A sealed request for bid B15072 was requested and received for Bituminous Concrete Asphalt (Picked Up as Needed) on June 16, 2015 at 11:00 am; and

WHEREAS: This is “Hot Top” material that will be picked up by City personnel or by City authorized contractors at the vendors location as needed; and

WHEREAS: Two bids were submitted for review. The first and low bid response was from Brox Industries of Rochester, NH in the amount of \$61.00 per ton for Base and \$64.00 per ton for Top. The second was from Pike Industries of Portsmouth, NH in the amount of \$65.00 per ton for Base and \$68.00 for Top. The City of Dover tries to identify two vendors to utilize where circumstances make it financially prudent to do so depending on proximity of vendor plant to the location of work being performed as well as availability of product. The recommendation is to issue a purchase order to both Brox Industries and Pike Industries as needed.

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 both Brox Industries and Pike Industries, as needed for Bituminous Concrete Asphalt, to be picked up given the rates provide in conjunction with B15072 dated June 16, 2015. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation FY'16	Balance
1000.1.300.43121.4715.00000.00	Streets Land Improvments	1,250,000.00	1,250,000.00
1000.1.300.43121.4652.00000.00	Streets Maintenance supplies	40,000.00	40,000.00

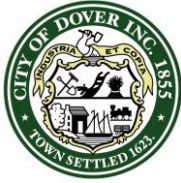
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2015.06.24 – 83**

Resolution Re: B15072 Bituminous Concrete Asphalt Picked Up

DOCUMENT HISTORY:

First Reading Date:

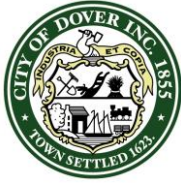
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2015.06.24 – 83**

Resolution Re: B15072 Bituminous Concrete Asphalt Picked Up

RESOLUTION BACKGROUND MATERIAL:

Sealed bid B15072 was requested and received for Bituminous Concrete Asphalt to be picked up by City personnel or City authorized contractors at the vendor's location as needed on June 16, 2015 at 11:00 am. The City estimates purchases of 3,500 tons annually.

Two bids were submitted for review. Pike Industries of Portsmouth, NH in the amount of \$65.00 per ton for Base and \$68.00 for Top. The second bid response was from Brox Industries of Rochester, NH in the amount of \$61.00 per ton for Base and \$64.00 per ton for Top. The City of Dover tries to identify two vendors to utilize where circumstances make it financially prudent to do so depending on proximity of vendor plant to the location of work being performed as well as availability of product. The recommendation is to issue a purchase order to both Brox Industries and Pike Industries as needed.

Award Information:

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

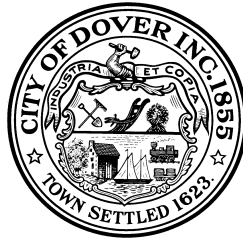
Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	106	Number of Responses:	2
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	One year	Estimated Delivery:	As needed
Recommended Award to:	Brox Industries and/or Pike Industries	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – B15072 Bid Results

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

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



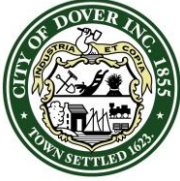
288 Central Avenue
Dover, New Hampshire 03820-4169

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

City of Dover, New Hampshire
OFFICE OF THE FINANCE DIRECTOR

RESULTS
B15072
Bituminous Concrete Asphalt

<u>Vendor</u>	<u>Price for Base or Top per ton</u>	<u>Locations</u>
Pike Industries Inc 3 East Gate Park Lane Belmont, NH 03220	Base \$65.00 Top \$68.00	680 Peverly Hill Road Portsmouth NH Rte 111 Farmington, NH
Brox Industries Inc 1471 Methuen Street Dracut, MA 01826	Base \$61.00 Top \$64.00	Old Rochester Neck Rd Rochester NH



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2015.06.24 – 83**
Resolution Re: B15075 Tree Removal Services

WHEREAS: A Sealed Request for Bid B15075 was issued and received for as needed Tree Removal Services on June 17, 2015 at 11:00 am for a one year term with option to renew for one additional; and

WHEREAS: Two proposals were received and evaluated and low bid was submitted by the current vendor Urban Tree of Rochester NH. It is the recommendation to award to Urban Tree at rates provided locked in for two years.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Urban Tree of Rochester NH for as needed tree removal services at rates provided in conjunction with Bid B15075. 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
1000.1.300.43180.4432	F&G Maintenance	86,500.00	86,500.00

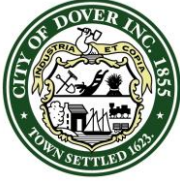
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

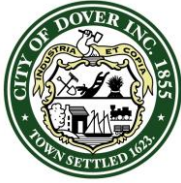
Resolution Number: **R – 2015.06.24 – 83**
Resolution Re: B15075 Tree Removal Services

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2015.06.24 – 83**
Resolution Re: B15075 Tree Removal Services

RESOLUTION BACKGROUND MATERIAL:

The City of Dover, NH would like to contract with a qualified vendor to provide Tree Removal/Pruning Services, as needed and requested by the Community Services Department, Facilities and Grounds Division. Timely Response:

The work is to be done within ten (10) working days after notification, except in an emergency situation, in which case response will be no later than twenty-four (24) hours after notification, perhaps sooner depending upon circumstances. Telephone communication to a vendor will be at least acknowledged with a call-back to the City within twenty-four (24) hours. A registered arborist shall be responsible for all work. For trees to be cabled: Any limb over 8" in diameter, a 5/8" galvanized lag bolt shall be used; any limbs under 8" in diameter, a 1/2" lag bolt shall be used. Any galvanized cable used shall be a minimum of 5/16". All pruning shall be done to National Arborist Standards.

Bid Information:

A Sealed Request for Bid B15075 was issued and received for as needed Tree Removal Services on June 17, 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:	77	Number of Responses:	2
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Two years	Estimated Delivery:	As needed
Recommended Award to:	Urban Tree Service	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – B15075 Bid Results
Exhibit B – B15075 Draft Contract Documents

B15075 TREE REMOVAL	Urban Tree PO Box 1631 Rochester, NH 03866	Valley Tree Service 938 Salem St Groveland Ma
tree removal	crew size \$ per hr	crew size \$ per hr
using crane or bucket	3-4 120.00	1 400.00
using truck	3-4 120.00	2 135.00
using chipper	3-4 120.00	2 135.00
using log haul	3-4 120.00	1 120.00
using none	3-4 120.00	nb
Trimming & Pruning		
using crane or bucket	2 100.00	3 365.00
using truck	2 100.00	2 135.00
using chipper	2 100.00	2 125.00
using log haul	2 100.00	1 120.00
using none	2 100.00	nb
Stump Removal		
Stump grinder	1 100.00	1 \$6.00 inch
other equipment	pickup 100.00	20inch Add
Climbing crew		
chipper & truck	2 100.00	2 135.00
other equipment	2 100.00	
brush cutting-chipping		
brush cutter	2 100.00	2 125.00
chipper	2 100.00	2 135.00
other equipment	pickup 100.00	
cabling list equ if any	Certified Arborist on crew 2 100.00 plus material	2 125.00
	\$100 per hr w/ materials	nb
Rental of Equip & Driver		
Logging Truck	90.00	1 120.00



CITY OF DOVER

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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



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



CITY OF DOVER

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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.



CITY OF DOVER

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DOVER, NH 03820
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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

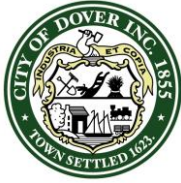
[name], Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R-2015.06.24 – 84**

Resolution Re: 2015 Infiltration and Inflow Reduction Award of Additional Scope of Services

WHEREAS: Sealed bid B00008 for city wide Inflow and Infiltration studies was received in September 2000 and was awarded via council approval to Wright Pierce as the qualified engineering firm to perform a comprehensive Inflow and Infiltration (I & I) study for the City of Dover; and

WHEREAS: The study identified defective areas of the sewer system, prioritized the areas where unwanted ground water was entering the system, and listed corrective measures to be implemented. Wright Pierce was then chosen to design corrective measures where water inflow/infiltration was identified as the problem, and

WHEREAS: EPA has ordered the City to remove inflow and infiltration from its sewer collection system through a Compliance Order. NHDES has reviewed the 2014 I&I project consisting of the cleaning, CCTV inspections and relining of approximately 270 LF of 12 inch sewer, Slip-lining of approximately 280 LF of 18 inch pipe with 14 inch HDPE Pipe under the Spaulding Turnpike, replacement of approximately 1,050 LF of 8 inch sewer and 12 inch sewer, sewer manholes, replacement of fire hydrants, replacement of water services, pavement reclamation with cement stabilization, paving and associated work; and

WHEREAS: Wright Pierce Engineers of Topsham Maine will provide construction oversight for this project at a cost not to exceed \$82,100.

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

The Purchasing Agent is hereby authorized to issue a purchase order in the amount of \$82,100 to Wright Pierce Engineers for construction oversight. The amount of this authorization shall be limited so as not to exceed the 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
5320.1.300.43250.4757.04570.12	Inflow & Infiltration Utility Sys	\$202,064	\$188,712

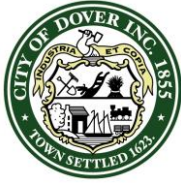
AUTHORIZATION

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.8.

Resolution Number: **R-2015.06.24 – 84**

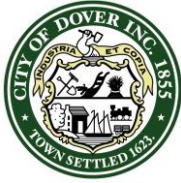
Resolution Re: 2015 Infiltration and Inflow Reduction Award of Additional
Scope of Services

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.8.

Resolution Number: **R-2015.06.24 – 84**

Resolution Re: 2015 Infiltration and Inflow Reduction Award of Additional Scope of Services

RESOLUTION BACKGROUND MATERIAL:

Requests for proposal (RFP) B00008 were issued and received in September 2000 to identify a qualified engineering firm to perform a comprehensive Inflow and Infiltration Study for the City of Dover. The firm of Wright Pierce from Topsham, ME was selected to undertake this important task of identifying various defective areas of the sewer system, in order of priority, where unwanted ground water was entering and corrective measures should be implemented. As a follow up to the study phase of this on-going project, Wright Pierce has been utilized in the past several years to design corrective measures for several locations where water inflow / infiltration were identified as a problem.

The most current phase consisted of design services of approximately 270 LF of sewer relining between the Spaulding Turnpike and Mill Street, Slip-lining of approximately 280 LF of existing pipe under the Spaulding Turnpike, replacement of approximately 1,050 LF of sewer main and 650 LF of sewer services on Mill Street, Longmeadow Road, and Beach Road, replacement of hydrants and water services on Longmeadow Road and Beach Road, pavement reclamation with cement stabilization on Longmeadow Road and Beech Road, and associated work.

Wright-Pierce has offered construction oversight services in the amount not to exceed \$82,100 for the construction work.

Award Information:

A purchase order will be issued to vendor once approved by the State of NHDES to authorize this expenditure.

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:	NA	Number of Responses:	na
Warranty:	Meet Professional Standards	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Project Completion	Estimated Delivery:	Immediate ARO
Recommended Award to:	Wright Pierce	Fund:	Sewer CIP
Other Approvals Required:	State of NH Department of Environmental Services	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Continuing Project phases over \$25,000

Exhibit A – Draft Contract Documents Wright-Pierce

DRAFT

ENGINEERING CONSTRUCTION PHASE CONTRACT FOR PROFESSIONAL SERVICES FOR TREATMENT WORKS

CITY OF DOVER, NEW HAMPSHIRE

This AGREEMENT made and entered into at Stafford County, New Hampshire, this ____ day of _____ 2015, by and between City of Dover hereinafter called the OWNER, and Wright-Pierce hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to construct Treatment Works consisting of the 2015 Infiltration/Inflow Reduction project.

hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services will be required for construction administration, resident engineering and related services, and

WHEREAS, such services are of a distinct professional nature and hence not subject to the bidding process,

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the OWNER hereby employs the ENGINEER to furnish the following engineering services in connection with the proposed PROJECT; and it is agreed by and between the OWNER and the ENGINEER as follows:

I. Services to be Performed by the ENGINEER

A. Upon execution of this AGREEMENT, the ENGINEER shall proceed with the general administration of construction and full-time inspection by qualified personnel of the contractor's work to assure compliance with the contract documents and any coincident or subsequent changes or change orders for the construction of the treatment works for the City of Dover, New Hampshire.

Said services shall include, but shall not necessarily be limited to:

1. General Construction Administration

- a. Updating and modifications of contract documents to meet changed site and project conditions or variations in State or Federal requirements.
- b. Assistance in securing construction bids, conduct bid opening, tabulation and analysis of bids, and recommendation regarding award of contract. A copy of the bid analysis will be furnished to the Department of Environmental Services, Water Division, hereinafter called the DIVISION, and EPA. (Where applicable)
- c. Completion of formal contract documents for the award of contracts.
- d. Checking detail construction, shop and erection drawings submitted by the contractor.
- e. Reviewing laboratory, shop, and mill test reports of materials and equipment.
- f. Preparation of drawings and technical material as required to supplement and/or clarify the contract documents.
- g. Review, verification, and approval of estimates for periodic and final payments to the contractors for submittal to the OWNER and the DIVISION.
- h. Periodic inspection of work and final inspection.
- i. Observing and reporting performance and qualifying tests required by specifications.
- j. Keeping daily records of construction progress and compiling same into progress reports for submission to the OWNER and DIVISION.

k. Verifying and keeping records of construction items of work accomplished for use as a basis of checking contractors' monthly estimates.

l. Consultation and advise during construction.

m. Determination of need for and preparation of change orders for approval by the OWNER and DIVISION based on conditions found during construction and/or additions or modifications to the work requested by the OWNER and approved by the ENGINEER and the DIVISION and implemented at a price recommended by the ENGINEER as equitable. For change order items exceeding \$10,000, the ENGINEER shall prepare an independent cost estimate.

n. Determination of "equality" for substitution of materials and equipment specified and securing DIVISION approval thereof.

o. Provide and maintain construction control lines and grades. For sewers - offset lines and grade elevations, with cut depths at manholes; at treatment plant and pumping station sites - base lines for layout and benchmarks.

p. Preparation of application, supporting and associated documents for Federal, State, and other grant or loan programs, including monthly reimbursement requests.

q. Preparation of certificate of substantial completion and contract completion.

r. Assist the OWNER in obtaining the required project related approvals of State and Federal agencies.

2. Resident Inspection and Other Special Services (See ATTACHMENT A)

a. The ENGINEER agrees to provide at least one Registered Professional Civil Engineer on the project site and one or more inspectors as necessary (full or part time) to assist the ENGINEER in the work of General Administration as described under I(A) and in observing construction activity for compliance with the contract documents and any associated change

orders. The DIVISION shall be notified in writing of the name of the resident engineer, assistant engineers, and construction inspectors, and shall be provided with a brief history of the resident engineer's construction experience. The resident engineer and his inspectors shall be in the employ of and under direct control of the ENGINEER. It is further agreed that failure of the resident engineer to administer the PROJECT to the satisfaction of the DIVISION or OWNER is deemed to be sufficient basis for his removal from the PROJECT and replacement.

b. The ENGINEER agrees to provide supervision of initial start-up and operation and for services during the twelve-month warranty period and to prepare the Project Performance Certification and associated documentation.

c. Preparation of an Operation and Maintenance Manual for approval by the DIVISION. After DIVISION approval, the ENGINEER agrees to supply five (5) sets of the completed manual, one (1) of which will be for the DIVISION.

d. Preparation of record drawings of the work as constructed. Three (3) sets of prints to be furnished, one (1) of which shall be for the DIVISION.

II. The OWNER'S Responsibilities

A. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.

B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and industrial establishments as required to perform work under this AGREEMENT.

C. The OWNER also agrees to comply with DIVISION and Federal (Where applicable) requirements as they relate to this project.

III. Compensation to be Paid the ENGINEER

A. Method of Payment - Amount of Fee

1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:

Statements will be rendered (with modifications if necessary) monthly with billing by the hour and rate by labor category with mark-up and incidental expenses in accordance with the attached fee schedule.

2. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed

Eighty-Two Thousand, One Hundred Dollars.
(\$82,100).

B. Limits of All Payment

1. The ENGINEER further agrees that the following fee for his services under I(A)(1), for Construction Administration on this PROJECT, (exclusive of work performed by resident engineering staff) is adequate to complete the

work and shall not exceed
Thirty-One Thousand, Seven Hundred Dollars
(\$31,700).

2. Payment to the ENGINEER for resident engineering and other special services shall be as follows:

a. Resident engineering and supporting staff (as agreed to by the OWNER and DIVISION) as described under I(A)(2)(a) for a period of 62 working days, an amount not to exceed

Forty-Five Thousand, Two- Hundred Dollars \$(45,200).

Overtime shall be converted to equivalent fractions of 8-hour days. If the number of working days for inspection personnel stated above is not sufficient to provide adequate inspection of the PROJECT, it is agreed that the additional cost of resident services may be negotiated with the OWNER and the DIVISION.

b. For supervision of initial start-up and operation of the project and Project Performance Certification as described under I (A)(2)(b), during a period of

twelve (12) months, an amount not to exceed

Two Thousand, Two Hundred

Dollars (\$2,200).

c. For preparation of the Manual as described under I (A)(2)(c) and instructions on its use, an amount not to exceed

N/A Dollars

(\$ -0-).

d. For special services, an amount equal to the actual cost of such work. The actual cost shall include compensation to the ENGINEER for his work on these services. The ENGINEER also assures the OWNER that the moneys to be paid under this item are adequate for the work proposed and shall not exceed

N/A Dollars

e. For preparation of the Record Drawings as described under I (A)(2)(d), an amount not to exceed Three Thousand Dollars (\$3,000.)

IV. Additional Covenants

A. The ENGINEER agrees to provide in active charge of this PROJECT for the life of the contract a Project Engineer who is a permanent employee of the ENGINEER and who is a "qualified sanitary engineer" as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers".

The Project Engineer shall be*

Kevin R. Obery, P.E.

(name and address)

99 Main Street, Topsham, Maine 04086

* *Resume clearly describing the candidate's qualifications for the assignment is appended for convenience of reference.*

Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION before transfer of responsibility is made. Failure of the Project Engineer to administer the PROJECT to the satisfaction of the OWNER and/or DIVISION is deemed sufficient basis for his removal and replacement.

B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in his work, and to indemnify and save harmless the

OWNER, and all the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by him in the performance of the work covered by this AGREEMENT.

C. The ENGINEER further agrees to procure and maintain at his expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may arise from his performance and the performance of his employees under this AGREEMENT.

D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER; they shall be transmitted to the OWNER in clean and orderly condition on demand by the OWNER; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion.

E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER'S services or obligations (except special services) under this AGREEMENT without the prior approval and written consent of the OWNER, and the contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.

F. It is further agreed that before any construction is undertaken the ENGINEER will assist the OWNER or his authorized agent in providing the DIVISION with clear documentation certifying that the purchases of land have been secured to provide for location of the treatment works and other associated structures and equipment as shown on the construction plans or described in the specifications. Similar documentation shall be submitted on approvals from the State Highway Department regarding location of the treatment works and other project related facilities within rights-of-way and other lands under its jurisdiction.

G. The ENGINEER also agrees to provide in active residence and full time control at the site of the proposed construction a DIVISION approved registered civil engineer and DIVISION approved inspectors (full time, part time) as needed with the experience and other approved background to assist the ENGINEER in the work of General Administration and to assure contractors conformance with the plans and specifications and any approved coincident or subsequent changes or change orders related to the PROJECT. The resident registered engineer for the life of this contract shall be

See Attachment A, Note A

(Name and Address)

(Append resume describing Candidate's qualifications)

Any Proposed change in the identity of the resident engineer on this PROJECT must first be approved by the DIVISION before transfer of responsibility is made. Additionally, if it is found by the DIVISION that a resident engineer (or inspector) cannot or will not administer the PROJECT in a manner satisfactory to the DIVISION, the ENGINEER agrees to replace him promptly upon receipt of a written request from the DIVISION with a qualified resident engineer who will acceptably administer the PROJECT. It is further agreed that failure of the ENGINEER to abide by the above covenant is sufficient cause for removal from the DIVISIONS Roster of Prequalified Engineers.

By: _____

(Authorized Representative)

Date: _____

*

Signatures should be supported by appropriate document.

**

It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

V. Termination

A. The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such interruption or satisfaction of the DIVISION and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice, all plans, drawings, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and DIVISION.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Stafford County, New Hampshire, the day, month, and year first above written.

ENGINEER:

WRIGHT-PIERCE

By: _____

(Authorized Representative*)

Date: _____

OWNER:

CITY OF DOVER

By: _____

(Authorized Representative*)

Date: _____

APPROVED: **

DEPARTMENT OF ENVIRONMENTAL SERVICES

Water Division

Approved as to form:

Town Counsel

At a meeting of the Partners/Directors of _____,
held on _____, at which all the Partners/Directors were present, except _____
_____, it was

VOTES: That all contracts may be signed by any one of the following:

A true copy

Attest: _____

Place of Business: _____

Date of this Contract: _____

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

Clerk

ATTACHMENT A

Dover, New Hampshire Engineering Construction Phase Sewer Rehabilitation

NOTE A

Delete Paragraph I.2.a and add the following:

I.2.a. Engineer agrees to provide one resident project representative (RPR) and assistant(s) as needed to assist the Engineer during the construction phase. The DIVISION shall be notified in writing of the names of the RPR and assistant(s) and be provided with resumes. The RPR and assistants(s) shall be under the employ of the ENGINEER. It is further agreed that failure of the RPR to perform to the satisfaction of the DIVISION and/or OWNER is deemed to be sufficient basis for his removal from the PROJECT and replacement.

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF				Form Approved DES 3/96	
PART I - GENERAL					
1. GRANTEE / LOANEE - City of Dover				2. GRANT/LOAN NO. D-200-13	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR - Wright-Pierce				4. DATE OF PROPOSAL 5/2/2015	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) 99 Main Street, Topsham, ME 04086			6. TYPE OF SERVICE TO BE FURNISHED Construction Phase Services for 2015 I/I Reduction Project		
PART II - COST SUMMARY					
7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTAL	
Project Manager	166	\$ 41.00	\$6,806.00		
Project Engineer	79	\$ 29.00	\$2,291.00		
Technician	28	\$ 22.00	\$616.00		
Clerical	54	\$ 20.00	\$1,080.00		
Resident Inspector	502	\$ 29.00	\$14,558.00		
DIRECT LABOR TOTAL:				\$25,351.00	
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST		
	1.68	25,351.00	\$42,589.68		
INDIRECT COSTS TOTAL:				\$42,589.68	
9. OTHER DIRECT COSTS					
a. TRAVEL			ESTIMATED COST		
(1) TRANSPORTATION			\$1,075.00		
(2) PER DIEM			\$360.00		
TRAVEL COSTS TOTAL:			\$1,435.00		
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST	
				\$0.00	
EQUIPMENT SUBTOTAL :				\$0.00	
c. SUBCONTRACTS			ESTIMATED COST		
SUBCONTRACTS SUBTOTAL :				\$0.00	
d. OTHER (Specify categories)			ESTIMATED COST		
Printing, Communication, Misc.			\$2,024.32		
OTHER SUBTOTAL :				\$2,024.32	
e. OTHER DIRECT COSTS TOTAL :				\$3,459.32	
10. TOTAL ESTIMATED COST				\$71,400.00	
11. PROFIT				\$ 10,700.00	
12. TOTAL PRICE				\$82,100.00	

PART III - PRICE SUMMARY	
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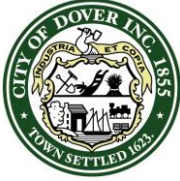
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PART IV - DIRECT LABOR BY CATEGORY	
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14.	INSERT THE APPROPRIATE WORK CATEGORY IN THE TABLE BELOW. WORK CATEGORIES WOULD INCLUDE BUT NOT BE LIMITED TO THOSE CATEGORIES SHOWN IN THE CONTRACT DOCUMENTS SUCH AS DESIGN, SURVEY, SUBSURFACE, CADASTRAL, O&M MANUAL, ADMINISTRATION, INSPECTION, RECORD DWGS., START-UP, SPECIAL SERVICES, ETC.
-----	--

[illegible]

comments:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2015.06.24 – 85**

Resolution Re: FY15 Transfer of Appropriation – General Fund

- WHEREAS: The City Council adopted the FY15 Budget on June 4, 2014; and
- WHEREAS: Some non-school departments have incurred expenditures not originally anticipated as part of the budget; and
- WHEREAS: Unspent appropriations exist within some non-school department accounts; and
- WHEREAS: A transfer of appropriations is necessary to cover the expenditures not originally anticipated in the department budgets;

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

Pursuant to C6-8 of the City Charter, the City Manager is authorized to transfer unspent FY15 appropriations as deemed necessary between non-school departments within the General Fund to cover these unanticipated expenditures

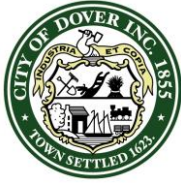
AUTHORIZATION

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 – 2015.06.24 – 85**

Resolution Re: FY15 Transfer of Appropriation – General Fund

DOCUMENT HISTORY:

First Reading Date:

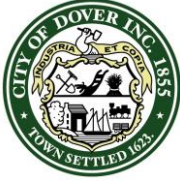
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2015.06.24 – 85**

Resolution Re: **FY15 Transfer of Appropriation – General Fund**

RESOLUTION BACKGROUND MATERIAL:

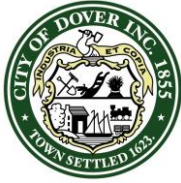
There are certain departments and divisions within the General Fund that are anticipated to exceed the appropriations and others that will have remaining appropriations. This resolution allows the City Manager to move appropriations between departments in order to cover needed unanticipated expenditures.

The following areas have, or are projected to have, a need for appropriations:

<u>Department</u>	<u>Projected Shortfall</u>
City Council – Grant/Subsidy	50,000
Legal Division – Legal Services	<u>27,100</u>
City Departments Total:	\$77,100

The above areas have a need for appropriations based on current actual expenditures, as well as, estimates of expenditures for the remaining portion of the fiscal year. These areas have been identified because they currently have a need for appropriations and the list is not intended to indicate the only areas that may need appropriations at fiscal year end.

This resolution does not increase appropriations.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2015.06.24 – 86**

Resolution Re: **Reaffirmation of Support for Jenny Thompson Aquatic Center Public/Private Partnership Project**

WHEREAS: Pursuant to R-2013.01.23-8, the City Council voted to express support for the construction of the Jenny Thompson Aquatic Center in the City of Dover; and

WHEREAS: The construction of the Aquatic Center would be beneficial to the City of Dover; and

WHEREAS: On June 3, 2015, the Council received an update on the progress of work on the Aquatic Center during a workshop meeting; and

WHEREAS: The City Council wishes to restate and reaffirm R-2013.01.23-8 together with the Letter of Intent dated June 7, 2013.

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

That the City Council restates and reaffirms R-2013.01.23-8 together with the Letter of Intent dated June 7, 2013.

AUTHORIZATION

Approved as to Funding:

Daniel R. Lynch
Finance Director

Sponsored by:

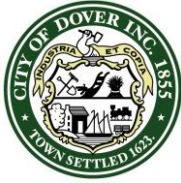
Mayor Karen Weston
By request

Approved for 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.2.

Resolution Number: **R – 2015.06.24 – 86**
Resolution Re: **Reaffirmation of Support for Jenny Thompson Aquatic Center Public/Private Partnership Project**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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

RESOLUTION BACKGROUND MATERIAL:

See attached R-2013.01.23-8 together with the Letter of Intent dated June 7, 2013.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R - 2013.01.23 - 8**
Resolution Re: **Support for Jenny Thompson Aquatic Center
Public/Private Partnership Project**

- WHEREAS: Dover is the hometown of the most decorated female swimmer in the history of the Olympics – Jenny Thompson; and
- WHEREAS: A group of interested citizens has formed with plans to develop a new state-of-the-art aquatics center in Dover at no additional cost to the taxpayer; and
- WHEREAS: The construction of a new aquatics center in the City of Dover will likely spur economic development in Dover

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

The City Manager is authorized to sign a Letter of Intent expressing support for the construction of the Jenny Thompson Aquatic Center in the City of Dover located on City owned land.

AUTHORIZATION

Approved as to Funding:

Daniel R. Lynch
Daniel R. Lynch
Finance Director 1/17/13

Sponsored by:

Karen Weston
At-Large Councilor

Approved for Legal Compliance:

Allan B. Kraus, Sr.
Allan B. Kraus, Sr.
General Legal Counsel 1/17/13

Michael Crago
Ward 3 Councilor

Recorded by:

Karen Laverary
Karen Laverary
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: R – 2013.01.23 – 8
Resolution Re: Support for Jenny Thompson Aquatic Center
Public/Private Partnership Project

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Dean Trefethen		
Deputy Mayor, Robert Carrier, At Large		
Councilor Ed Spuler, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor, Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

A CITIZENS GROUP HAS FORMED TO EXPLORE THE CONSTRUCTION OF A NEW STATE OF THE ART AQUATICS CENTER IN THE CITY OF DOVER. THE GROUP AFFILIATED WITH THE SEACOAST SWIMMING ASSOCIATION HIRED A PRIVATE CONSULTANT TO PROVIDE ADVICE AND GUIDANCE. THE ESTIMATED COST OF THE FACILITY IS \$14 MILLION.

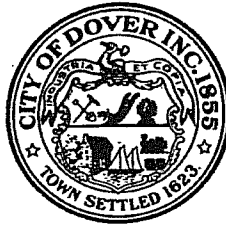
AN ANALYSIS OF THE OPERATION AND MAINTENANCE OF THE NEW AQUATICS CENTER DETAILS THE ESTIMATED OPERATION AND MAINTENANCE COSTS (NOT INCLUDING DEBT SERVICE) WILL BE APPROXIMATELY \$800,000 PER YEAR WITH AN ESTIMATED REVENUE OF \$1.4 MILLION PER YEAR.

THE PROPOSED LOCATIONS ARE MAGLARAS PARK OR THE CURRENT LOCATION OF THE OUTDOOR POOL ON PORTLAND AVENUE NEXT TO THE ICE ARENA.

THE BUSINESS MODEL OF THE FACILITY INVOLVES PROVIDING SWIMMING ACTIVITIES FOR A WIDE RANGE OF POTENTIAL USERS INCLUDING SENIOR CITIZENS, HIGH SCHOOL COMPETITION TEAMS, COMPETITIVE SWIMMING AND DIVING PROGRAMS, NEW SWIMMERS AND THE GENERAL PUBLIC.

THE NEW AQUATIC CENTER IS PROPOSED AS AN ECONOMIC DEVELOPMENT OPPORTUNITY FOR THE CITY OF DOVER AS HOST TO REGIONAL SWIMMING EVENTS AND COMPETITIONS.

J. MICHAEL JOYAL, JR.
City Manager
m.joyal@dover.nh.gov



288 Central Avenue
Dover, New Hampshire 03820-4169
(603) 516-6023
Fax: (603) 516-6049
www.dover.nh.gov

City of Dover, New Hampshire

OFFICE OF THE CITY MANAGER

June 7, 2013

Timothy Paiva, President
Seacoast Swimming Association
P. O. Box 272
Dover, NH 03820

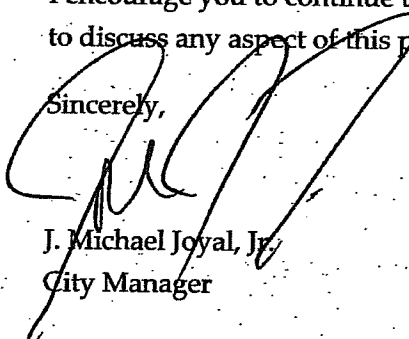
Dear Mr. Paiva,

Let this letter serve as the City of Dover's support for the continued effort of your team and ultimately the nonprofit group Jenny Thompson Aquatic Center Inc., to fund and construct a state of the art aquatic center in Dover, NH. After favorable City Council review of your proposal earlier this year, the City extends its support and encourages your group to continue to explore and seek out funding opportunities in Dover and regionally.

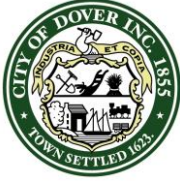
Furthermore the City is willing to entertain a long-term lease agreement of a parcel of land within Maglaras Park with Jenny Thompson Aquatic Center Inc., subject to final council approval of the lease's terms and conditions, including but not limited to a long-term plan for financing arrangements, final design plans, etc.

I encourage you to continue to refine your plans and, as always, I am available to meet with you to discuss any aspect of this proposal at your request.

Sincerely,


J. Michael Joyal, Jr.
City Manager

cc: The Honorable Mayor and City Council



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

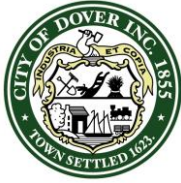
Resolution Number: **R – 2015.06.24 - 87**

Resolution Re: **First Street License Agreement Amendment**

- WHEREAS: The City of Dover is the owner of a certain right of way in the City of Dover known as First Street (referred to in a License Agreement as the “City Parcel”); and
- WHEREAS: A License Agreement dated July 17, 2014 was entered into between the City of Dover and First Street at Garrison, LLC and Riparia-One Hundred First Street, LLC (referred to as the “Licensees”) and recorded at the Strafford County Registry of Deeds at Book 4228, Page 710 as part of the Licensees’ plan to develop land off of First Street; and
- WHEREAS: In the License Agreement, a section titled LICENSE, Paragraph 1. License is broken down into two parking areas referred to as License Area “A” and License Area “B”; and
- WHEREAS: Two (2) of the parking spaces located in License Area “A” have historically been designated as a loading zone outside the premises now occupied by Ear Craft Music.; and
- WHEREAS: During the Licensees’ site plan review before the Planning Board on February 25, 2014, the Licensees represented that their plans would be amended to reflect these spots as a loading zone during business hours and as part of the license during off-hours. Through accident or mistake, the plans were not so amended and the spaces were inadvertently included in the License Agreement benefiting the Licensees full time; and
- WHEREAS: The City must amend the July 17, 2014 License Agreement to be consistent with the Planning Board representation and the intent to maintain a loading zone adjacent to Ear Craft Music; and
- WHEREAS: The Amended License Agreement will allow Licensees to use the two (2) loading zone spaces during non-loading hours as parking spaces consistent with the representation to the Planning Board; and
- WHEREAS: In addition to the above amendment to the License Agreement, the Licensees will be granted access to two (2) additional spaces to park motor vehicles in License Area “B”.

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

The City Manager is authorized to sign the Amended License Agreement between the City of Dover and First Street at Garrison, LLC and Riparia-One Hundred First Street, LLC. consistent with the above.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2015.06.24 - 87**

Resolution Re: **First Street License Agreement Amendment**

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 HISTORY:

First Reading Date:

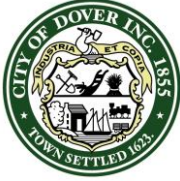
Public Hearing Date:

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 – 2015.06.24 - 87**

Resolution Re: **First Street License Agreement Amendment**

RESOLUTION BACKGROUND MATERIAL:

The City of Dover and First Street at Garrison, LLC and Riparia-One Hundred First Street, LLC entered into a License Agreement on July 17, 2014 that needs to be amended to allow two (2) spaces to be used as loading zone spaces adjacent to the building now occupied by Ear Craft Music. The amendment will allow the Licensees to use the said loading zone spaces during non-loading hours plus will supply the Licensees with two (2) additional parking spaces across the street (referred to as License Area “B”).

The License Agreement stems from the LDA the Council approved on July 24, 2013 and confirmed that on January 22, 2014.

Please see Amended License and Easement Plan attached.

Return To:

LICENSE AGREEMENT

This LICENSE AGREEMENT ("LICENSE"), is made as of the 17 day of July, 2014 by and between the **CITY OF DOVER, NEW HAMPSHIRE**, a New Hampshire municipal corporation having offices at 288 Central Avenue, Dover, New Hampshire 03820 ("City"), and **FIRST STREET AT GARRISON, LLC** ("First Street") and **RIPARIA-ONE HUNDRED FIRST STREET, LLC** ("Riparia"), both with an address of 466 Central Avenue, Suite 12, Dover, New Hampshire 03820 (First Street and Riparia are sometimes collectively referred to as the "Licensees").

RECITALS

A. The City is the owner of a certain right of way in the City of Dover, County of Strafford, State of New Hampshire (the "**City Parcel**"), being more particularly shown as "First Street" on a certain plan entitled "Easement and License Plan prepared for First Street at Garrison, LLC, Tax Map 6, Lot No. 3, First Street and Chestnut Street, City of Dover, County of Strafford, State of New Hampshire "; dated: January 2, 2014, revised through May 1, 2014; scale: 1"=20'; prepared by: McEneaney Survey Associates, Inc. , which Plan is attached hereto as Schedule A and made a part hereof.

B. Licensees are the developers of a certain lot or parcel of land off of First Street in the City of Dover, County of Strafford and State of New Hampshire, depicted on the Plan, and being further designated by the City of Dover as Tax Map 6, Lot 3 (the "Parent Parcel"), which was subdivided into two parcels, to-wit, Tax Map 6, Lot 3-1 (Lot 1) and Tax Map 6, Lot 3 (Lot 2), as shown on a certain plan entitled "Minor Subdivision of Land Prepared for the City of Dover, NH, Tax Map 6, Lot No. 3, First Street, City of Dover, County of Strafford, State of New Hampshire "; dated: January 6, 2014, scale: 1"=20'; prepared by: McEneaney Survey Associates, Inc., and recorded in the Strafford County Registry of Deeds as Plan 107-062 (the "Subdivision Plan"), which plan is attached hereto as Schedule B and made a part hereof.

C. First Street acquired Tax Map 6, Lot 3-1 (Lot 1), as shown on the Subdivision Plan (the "First Street Parcel"), and Riparia acquired Tax Map 6, Lot 3 (Lot 2), as shown on the Subdivision Plan (the "Riparia Parcel"), from the City pursuant to the terms of a Revised and Restated Land Development Agreement, approved by the Dover City Council on January 22, 2014, as amended.

D. On February 25, 2014, the Planning Board for the City of Dover, New Hampshire approved a Site Plan prepared by McEneaney Survey Associates for the development of a mixed-use building (the "Project") on the Riparia Parcel. Development shall occur on the First Street Parcel in the future, subject to the Revised and Restated Land Development Agreement.

E. Licensees request a license upon, over, and across a portion of the southerly and northerly sides of the City Parcel for the benefit of the Riparia Parcel and the First Street Parcel, in order to park motor vehicles and pass and re-pass, and the City agrees to issue such license pursuant to the terms and conditions as more fully set forth in this License.

LICENSE

Now therefore, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City grants the following to the Licensees:

1. License.

License Area "A". The City hereby grants to Licensees, and Licensees accept from the City, an exclusive license over the Southerly Side of the City Parcel, as depicted on the Plan, to park motor vehicles over that portion of the City Parcel ("Southerly Parking Area, Area A") and which Area A runs along the Southerly side of The First Street right of way and is more particularly described as follows:

Beginning at a point on the southerly sideline of First Street, said point being S 81° 50' 25" E a distance of 115.00 feet from a N.H.H.D. bound located on the southerly sideline of First Street at the intersection of Chestnut Street; thence turning and running along said First Street for the following eight courses:

~~N 08° 09' 35" E a distance of 9.00 feet to a point;~~
 thence S 81° 50' 25" E a distance of 408.80 feet to a point;
 thence N 08° 09' 35" E a distance of 15.80 feet to a point;
 thence S 81° 46' 00" E a distance of 136.00 feet to a point;
 thence S 08° 09' 35" W a distance of 16.50 feet to a point;
 thence N 81° 46' 00" W a distance of 129.80 feet to a point;
 thence S 08° 09' 35" W a distance of 8.29 feet to a point;
 thence N 81° 50' 25" W a distance of 415.00 feet to the point of beginning.

Said License to be known (southerly parking area) as "Area A" containing 5,975 square feet, more or less.

License Area "B". The City hereby grants to Licensees, and Licensees accept from the City, an exclusive license over the northerly side of the City Parcel, as depicted on the Plan, to park motor vehicles over that portion of the City Parcel; said License Area to be known as the "Northerly Parking Area, Area B" is located on the northerly side of First Street, and is more particularly described as follows:

Beginning at a point at the southeasterly corner of the said "Northerly Parking Area Area B", said point being located the following four courses from a N.H.H.D. bound on the southerly side of First Street at the intersection of Chestnut Street;

S 81° 50' 25" E a distance of 115.00 feet to a point;
 thence turning and running N 08° 09' 35" E a distance of 9.00 feet to point;
 thence turning and running S 81° 50' 25" E, a distance of 178.87 feet to a point;
 thence turning and running N 08° 09' 35" E a distance of 18.50 feet to the point of beginning;
 thence turning and running N 81° 50' 25" W a distance of 41.00 feet to a point;
 thence turning and running N 08° 09' 35" E a distance of 16.50 feet to a point on the northerly sideline of First Street;
 thence turning and running along the northerly sideline of said First Street S 81° 50' 25" E a distance of 41.00 feet to a point;
 thence turning and running S 08° 09' 35" W a distance of 16.50 feet to the point of beginning.

Said License to be known (northerly parking area) as, "Northerly Parking Area 'Area B'" containing 677 s.f., more or less.

The rights granted with this License permit the use of the Parking Areas for (i) the parking of lawfully registered motor vehicles by those using or occupying the Riparia Parcel and the First Street Parcel, consistent with this License and subject to the applicable ordinances, regulations and laws governing the parking of motor vehicles on the City's public ways, including parking of motor vehicles on the surface of First Street within the Parking Areas, as well as the related rights to drive, walk, and/or stand upon and across the Parking Areas, and (ii) to plant vegetation; (iii) introduce and maintain wiring and lighting; (iv) introduce and maintain drainage; (v) introduce and maintain irrigation piping, (vi) introduce and maintain heating matrix and/or mats; and (vii) place curbing, brick, cobble, asphalt, or other paving surface in and upon the Parking Areas.

The rights do not extend to the air rights above said Parking Areas with the exception of those needed for the parking of motor vehicles. The rights also do not extend to any below-ground areas, utilities, wires, pipes, lines or other services, but for drainage, wiring, matting or matrix necessary to keep the surface free from snow and ice, wiring necessary for the electrification of lighting, and irrigation piping necessary to provide water to vegetation beds. The City maintains the right to access said below ground areas and/or utilities through the Parking Areas, as necessary. In the event that the City requires access to those utilities, it shall repair and replace the land surface and any heating matrix, mat, irrigation or electrical wiring to its prior condition, at its cost. The City also retains any and all rights with respect to the use of the surface of First Street within the Parking Areas, provided that in the exercise of such rights, the City does not materially interfere with the rights granted pursuant to this License. The City shall not further convey any use or rights to the Parking Areas that are materially inconsistent with the Licensees' rights in this License Agreement.

The two parking areas created by this License are referred to collectively as the "Parking Areas." Furthermore, the Licensees shall be granted a license and be permitted to lay and maintain utility wires under First Street in between the Parking Areas as is necessary to operate subsurface heating material in the Parking Areas and lay and maintain wiring under First Street so as to electrify any lanterns that may be placed upon the Northerly side of First Street together with irrigation piping necessary to irrigate traffic peninsulas and traffic islands located on the Northerly side of First Street and lay and maintain drainage. The Licensees shall cooperate with the City regarding scheduling any necessary installation and maintenance under First Street and shall be responsible for repairing and replacing First Street to the condition it existed to prior to said installation and/or maintenance.

2. **Termination.** The City may terminate this License, in whole or in part, upon six (6) months written notice to the Licensees. Provided that such termination is not caused by an uncured material default by Licensees of their duties and obligations under this License, the City shall be required to provide the Licensees with reasonably comparable free motor vehicle parking for the equivalent number of parking spots for which the License is terminated, within 50 feet from any point on the Parent Parcel. The City acknowledges that to provide reasonably comparable free motor vehicle parking may (but not necessarily shall) require the exercise of its eminent domain authority, the construction of additional parking facilities or structures, or other accommodations not readily apparent to the parties given the current uses and layout of properties around the Parent Parcel. Upon termination, in whole or in part, of the License, the City shall, at its sole cost and expense, repair and restore the Parking Areas and any improvements related to the Parking Areas on private property, affected by such termination, utilizing red Boston paver bricks and/or granite cobble stones or as otherwise reasonably determined by Licensees, to create a proper curb line delineating the First Street right of way from the adjacent private property on the Parent Parcel. To the extent feasible and practical, the City will include parallel parking spaces for use by the Licensees and the general public within the Parking Areas affected by such termination.

3. **Maintenance.** Licensees shall maintain and keep the Parking Areas in a good state of repair, and shall repair any damage, which endangers public safety, as a result of Licensees' exercise of its rights hereunder. The City shall maintain and keep First Street in keeping with the maintenance plan and policy for all public roadways. The City shall have the right, but not the obligation, to provide written notice to the Licensees requiring that it address any condition which endangers public safety. Licensees shall be responsible for all snow and ice removal/treatment in the Parking Areas and shall be responsible for the maintenance of all improvements in the Parking Areas in a manner consistent with the City's maintenance of other similarly-situated streets and parking spaces. The City shall be responsible for the clearing of snow and ice on First Street up to and along the Parking Areas, but not within the Parking Areas. Snow and ice from the Parking Areas shall not be stored or plowed into First Street and snow and ice from First Street shall not be plowed into the Parking Areas. Should snow and ice from First Street be accidentally plowed into either of the Parking Areas, the snow and/or ice will be removed from those areas within sixty (60) minutes from time of transfer. The City shall have the right, but not the obligation, to repave the Parking Areas and re-stripe the spaces within the Parking Areas, consistent with the present parking space layout, if and when the adjoining sections of First Street are repaved by the City, in its sole discretion.

4. **Indemnification.** Licensees shall, jointly and severally, indemnify the City against claims and demands for damages to person or property, costs, expenses (including reasonable attorneys' fees and costs), arising from Licensees' exercise of its rights and the performance of its duties and obligations hereunder, except if caused by the negligence or misconduct of the City, its agents, contractors, subcontractors and/or employees. Notwithstanding any provision contained in this License to the contrary, no member, manager, officer, or employee of the Licensees shall have any personal liability hereunder.

5. **Transferability and Assignment.** The Licensees shall be permitted to transfer or assign their rights under this License to their respective members or officers, or to any other owners, employees, agents, tenants, guests, or invitees who come to own, lease or otherwise legally occupy any portion of the First Parcel or the Riparia Parcel, including any subsequent subdivision or condominiumization of the First Street Parcel or the Riparia Parcel. Notwithstanding any assignment or transfer, Licensees shall remain jointly and severally liable for the performance of Licensees' obligations and for notice purposes under this License.

6. **Notice.** Any notice required to be given under this License shall be in writing, and shall be deemed properly served if delivered in person, or by overnight mail by a commercially recognized carrier, or on the third (3rd) day after deposit in the United States mail, as certified or registered mail, return receipt requested, postage prepaid, and sent as follows:

If to Licensees, at: First Street at Garrison, LLC
466 Central Avenue
Suite 12
Dover, NH 03820

and

Riparia-One Hundred First Street, LLC
466 Central Avenue
Suite 12
Dover, NH 03820

And if to the City, at: City of Dover
288 Central Avenue
Dover, NH 03820
Attention: City Manager

7. **Governing Law.** This License shall be governed and construed in accordance with the laws of the State of New Hampshire.

8. **Sign Restrictions; Other Improvements.** The Licensees shall be able to place signs in the Parking Areas to denote its rights and interests in the Parking Areas and/or to prohibit the parking of other motor vehicles in the Parking Areas. The City shall have no obligation to enforce any parking prohibitions or restrictions. Any and all such signs and sign locations are subject to the advance written approval of the City of Dover through its City Manager or

designee. The Licensees shall refrain from the use of Electronic Message Centers, electronic reader boards, electronic changeable copy signs or similar electronic technology for any/all signage on City property. The Licensees shall likewise obtain advance written approval from the City for any other improvements to, in or placed upon the Parking Areas. Upon termination, in whole or in part, of this License, the City shall, at its sole cost and expense, remove any and all applicable signage and any other improvements from the Parking Areas or portions thereof subject to termination.

9. Real Property Taxes. The Licensees shall pay real and personal property taxes pursuant to RSA 72:23 including assessments on structures and improvements of the Licensees. Failure of either of the Licensees to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this License by the City.

10. Default. In the event that the Licensees have defaulted on their duties and obligations under this License, the City shall provide written notice to the Licensees by certified mail, return receipt requested, at the time that the City becomes aware of an event of default. If the Licensees have not cured the default within sixty (60) days of the date of such notice, the City shall issue a second written notice to Licensees by certified mail, return receipt requested. In the event that Licensees have still not cured the default within one hundred eighty (180) days of the second notice, the City shall have any and all rights and remedies available under this License, at law or in equity, including but not limited to termination of all or a portion of the License as well as reimbursement of any and all fees and costs, including reasonable attorney's fees, for the successful prosecution or enforcement of any such rights. The City may extend the cure period for such default in the event that the Licensees have undertaken such cure, but despite reasonable diligence, have been unable to complete the cure.

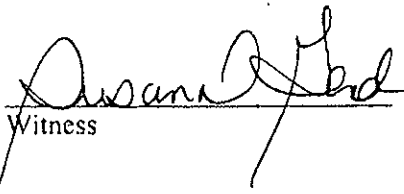
11. Other Matters. The Parking Areas subject to this License are provided to the Licensees in "as is", "where is" and with all faults as to their physical condition. This License is subject to any and all matters of record pertaining to the Parking Areas. This License was authorized by the Dover City Council pursuant to a Resolution approving the Revised and Restated Land Development Agreement, dated January 22, 2014.

12. Obligations Joint and Several. The Licensees acknowledge that they are jointly and severally liable for all duties and obligations imposed under this License.

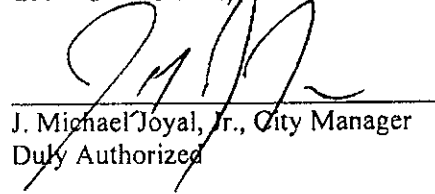
[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this License to be executed by their duly authorized representatives on the date first above written.

CITY OF DOVER, NEW HAMPSHIRE

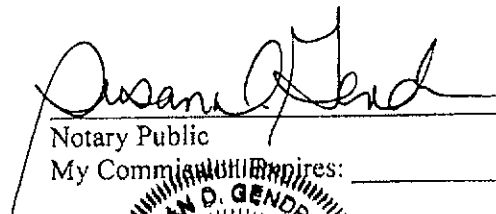

Witness

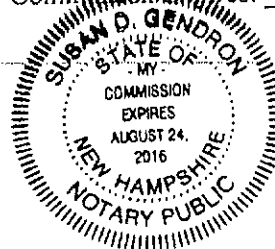
By:


J. Michael Joyal, Jr., City Manager
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this, the 17th of July, 2014, before me, the undersigned Officer, personally appeared J. Michael Joyal, Jr., who acknowledged himself to be the City Manager of the City of Dover, and that he, as such City Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act of the City of Dover.


Notary Public
My Commission Expires: _____



LICENSEES:

FIRST STREET AT GARRISON, LLC
A N.H. limited liability company, its Manager

Den a R
Witness

By: [Signature]
David K. Bamford, Manager
Duly Authorized

Den a R
Witness

By: [Signature]
Kevin McEneaney, Manager
Duly Authorized

RIPARIA-ONE HUNDRED FIRST STREET, LLC
A N.H. limited liability company, its Manager

Den a R
Witness

By: [Signature]
David K. Bamford, Manager
Duly Authorized

Den a R
Witness

By: [Signature]
Kevin McEneaney, Manager
Duly Authorized

STATE OF NH
COUNTY OF Rock

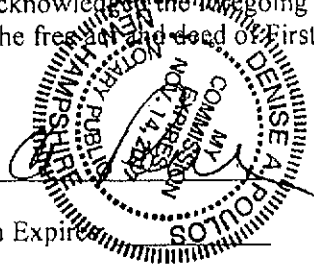
On this, the 17 of _____, 2014, before me, the undersigned Officer, personally appeared David K. Bamford who acknowledge himself to be a Manager of First Street at Garrison, LLC, a New Hampshire limited liability company and executed the foregoing instrument for the purposes contained herein and acknowledged the foregoing instrument to be his free act and deed in his said capacity as the free act and deed of First Street at Garrison, LLC.

[Signature]
Notary Public
My Commission Expires 11/14/17

STATE OF NH
COUNTY OF Rock

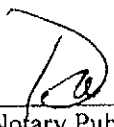
On this, the 17 of July, 2014, before me, the undersigned Officer, personally appeared Kevin McEneaney, who acknowledge himself to be a Manager of First Street at Garrison, LLC, a New Hampshire limited liability company and executed the foregoing instrument for the purposes contained herein and acknowledged the foregoing instrument to be his free act and deed in his said capacity as the free act and deed of First Street at Garrison, LLC.


Notary Public
My Commission Expires



STATE OF NH
COUNTY OF Rock

On this, the _____ of _____, 2014, before me, the undersigned Officer, personally appeared David K. Bamford who acknowledge himself to be a Manager of Riparia-One Hundred First Street, LLC, a New Hampshire limited liability company and executed the foregoing instrument for the purposes contained herein and acknowledged the foregoing instrument to be his free act and deed in his said capacity as the free act and deed of Riparia-One Hundred First Street, LLC.

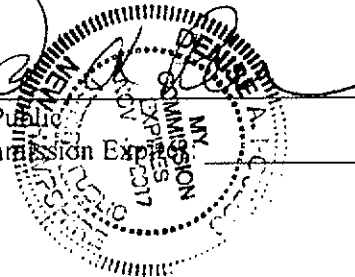

Notary Public
My Commission Expires



STATE OF NH
COUNTY OF Rock

On this, the 17 of July, 2014, before me, the undersigned Officer, personally appeared Kevin McEneaney who acknowledge himself to be a Manager of Riparia-One Hundred First Street, LLC, a New Hampshire limited liability company and executed the foregoing instrument for the purposes contained herein and acknowledged the foregoing instrument to be his free act and deed in his said capacity as the free act and deed of Riparia-One Hundred First Street, LLC.


Notary Public
My Commission Expires



SCHEDULE A

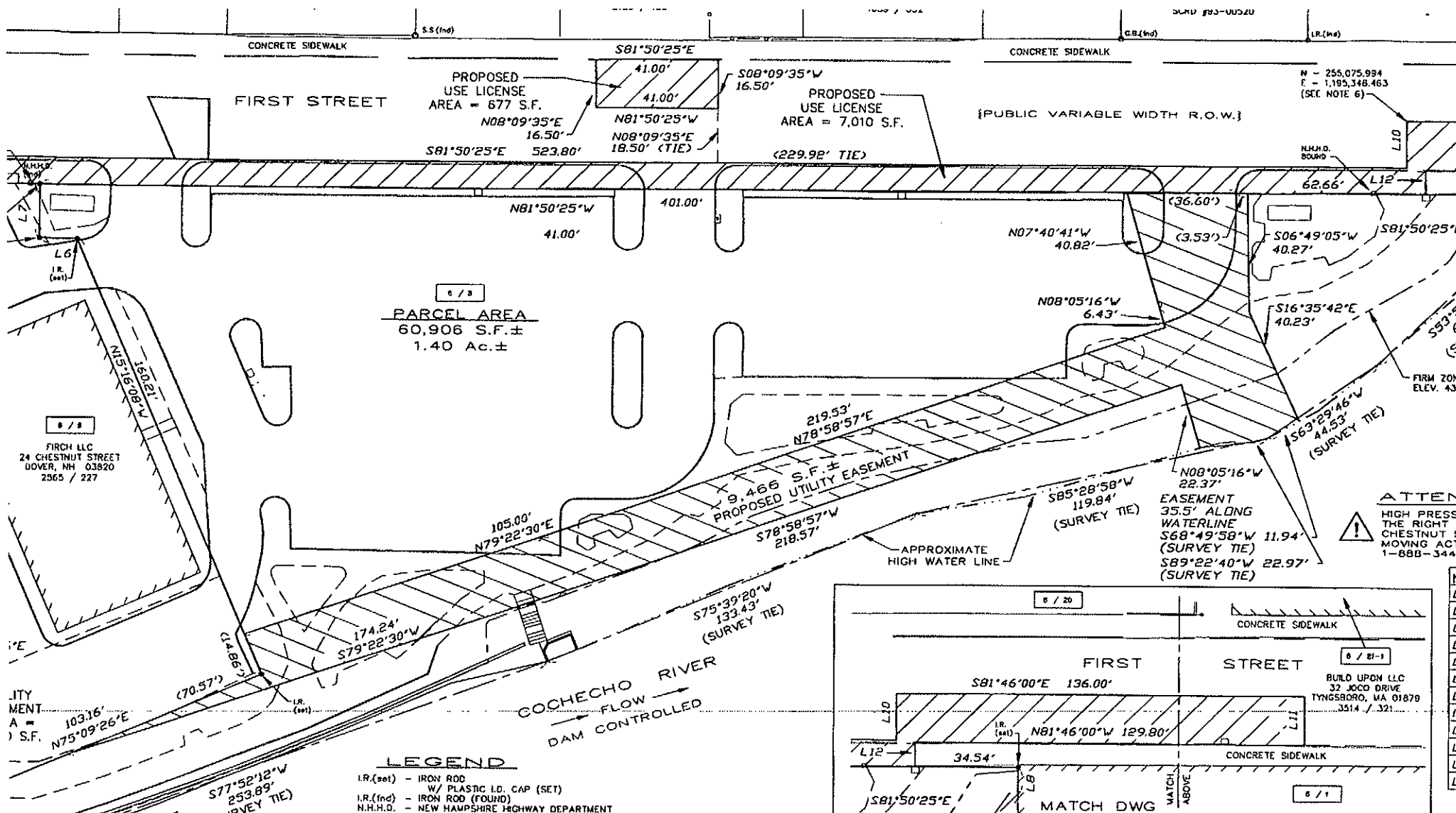
EASEMENT AND LICENSE PLAN

Plan entitled "Easement and License Plan prepared for First Street at Garrison, LLC, Tax Map 6, Lot No. 3, First Street & Chestnut Street, City of Dover, County of Strafford, State of New Hampshire"; dated: January 2, 2014, and revised through May 1, 2014; scale: 1'=20'; by: McEneaney Survey Associates, Inc.; recorded at Strafford County Registry of Deeds as Plan # 107-063.

SCHEDULE B

SUBDIVISION PLAN

Plan entitled "Minor Subdivision of Land prepared for the City of Dover, NH Tax Map 6, Lot No. 3, First Street, City of Dover, County of Strafford, State of New Hampshire"; dated: January 6, 2014; scale: 1"=20'; by: McEneaney Survey Associates, Inc.; recorded at the Strafford County Registry of Deeds as Plan #107-062.



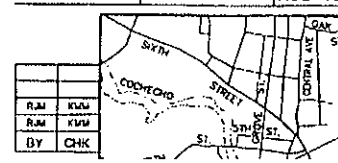
PROPERTY
MENT
A = 103.16'
S.F.
N75°09'26"E
(70.57')
S77°52'12"W
253.89'
(SURVEY TIE)
APPROXIMATE HIGH WATER LINE

- LEGEND**
- I.R.(set) - IRON ROD W/ PLASTIC I.D. CAP (SET)
 - I.R.(fnd) - IRON ROD (FOUND)
 - N.H.H.D. - NEW HAMPSHIRE HIGHWAY DEPARTMENT
 - - FENCE LINE
 - S.F. - SQUARE FEET
 - Ac. - ACRE
 - ± - MORE OR LESS
 - (TYP.) - TYPICAL
 - Ø - DIAMETER
 - R.O.W. - RIGHT OF WAY
 - S.C.R.D. - STRAFFORD COUNTY REGISTRY OF DEEDS

REFERENCE PLANS:

- 1.) DISPOSITION PLAN OF LAND - THE CITY OF DOVER - PARCEL W/1/1, PARCEL P/1/1 - DOWNTOWN DOVER No. 1 URBAN RENEWAL PROJECT, DOVER, NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: APRIL 28, 1977; BY: METCALF & EDDY, INC. RECORDED S.C.R.D. PLAN 19-43.
- 2.) DISPOSITION PLAN OF LAND - PARCEL C/1/1 - DOWNTOWN DOVER No. 1 URBAN RENEWAL PROJECT, DOVER, NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: JULY 19, 1977; BY: METCALF & EDDY, INC. RECORDED S.C.R.D. PLAN 18-53.
- 3.) EXISTING CONDITIONS PLAN OF LAND PREPARED FOR CITY OF DOVER, NH, PROPERTY KNOWN AS THE FIRST STREET PARKING LOT, TAX MAP 6, LOT No. 3, FIRST STREET & CHESTNUT STREET, CITY OF DOVER.

Arc Length	Chord Length	Chord Bearing
92.00	91.90	N03°40'20"E

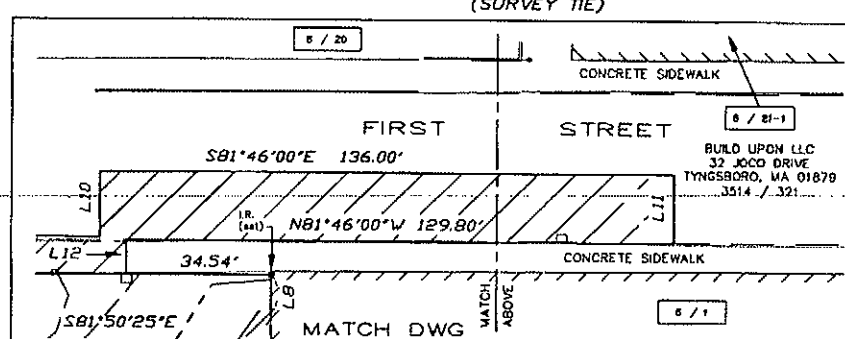


NOTES:

- 1.) OWNER OF RECORD:
THE CITY OF DOVER
288 CENTRAL AVENUE
DOVER, NEW HAMPSHIRE 03820
S.C.R.D. VOL. 102B, PAGE 030
S.C.R.D. VOL. 102B, PAGE 036
- 2.) 8/8 - DENOTES TAX MAP AND PARCEL NUMBER.
- 3.) ZONING DISTRICT: CENTRAL BUSINESS DISTRICT (CBD) "GENERAL"
- 4.) THE INTENT OF THIS PLAN IS TO SHOW TWO (2) PROPOSED EASEMENTS AND TWO (2) PROPOSED USE LICENSE AREAS WHICH WILL AFFECT THE SUBJECT PARCEL AND THE FIRST STREET RIGHT-OF-WAY.
- 5.) THE SUBJECT PARCEL IS LOCATED WITHIN THE SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1 PERCENT ANNUAL CHANCE FLOOD, ZONE AE (BASE FLOOD ELEVATIONS DETERMINED); AND AREAS DETERMINED TO BE WITHIN THE 100 YEAR ANNUAL FLOOD PLAIN.

"I HEREBY CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL GROUND SURVEY PERFORMED WITH A TOTAL STATION, BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID SURVEY MEETS OR EXCEEDS THE MINIMUM PRECISION REQUIREMENTS FOR SURVEY CLASSIFICATION "U" AS SET FORTH IN TABLE 500.1 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS."

"I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAVE CHANNELS OF TIDES ARE



ATTENTION
HIGH PRESS
THE RIGHT
CHESTNUT
MOVING ACT
1-888-344-

EASE

FIRST

FIRST ST

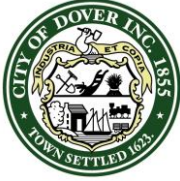
C

STA

DRAWN BY: RJ

SCALE: 1" = 20'

20 10 0



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R - 2015.06.24 – 88**

Resolution Re: Granite State Independent Living Payment in Lieu of
Property Tax Agreement

WHEREAS: Granite State Independent Living (GSIL), a nonprofit corporation organized under the laws of the State of New Hampshire, is exempt from property taxes in accordance with RSA Chapter 72; and

WHEREAS: GSIL owns property within the City of Dover located at 750 Central Avenue and therefore, exempt from paying property taxes on this property; and

WHEREAS: In accordance with RSA 72:23-n *Voluntary Payment in Lieu of Taxes*, GSIL has approached the City with an agreement to make a payment in lieu of property taxes; and

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

In accordance with RSA 72:23-n the attached Payment in Lieu of Property Tax Agreement between the City of Dover and Granite State Independent Living is hereby authorized.

AND FURTHER BE IT RESOLVED THAT:

The City Manager is designated as the agent of the City to enter into and sign this agreement.

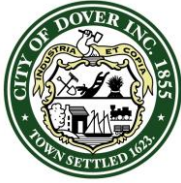
AUTHORIZATION

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.4.

Resolution Number: **R - 2015.06.24 – 88**

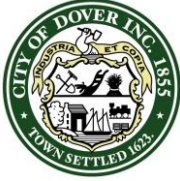
Resolution Re: Granite State Independent Living Payment in Lieu of
Property Tax Agreement

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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R - 2015.06.24 – 88**

Resolution Re: Granite State Independent Living Payment in Lieu of
Property Tax Agreement

RESOLUTION BACKGROUND MATERIAL:

Granite State Independent Living (GSIL) is a nonprofit corporation organized under the laws of the State of New Hampshire and is exempt from property taxes in accordance with RSA Chapter 72.

GSIL owns property within the City of Dover. They own an office condo located at 750 Central Avenue and per their exempt status they do not pay property taxes on this property.

In accordance with RSA 72:23-n *Voluntary Payment in Lieu of Taxes*, the governing body of a municipality may approve a Payment in Lieu of Property Tax agreement. GSIL has approached the City with an agreement to make a payment in lieu of property taxes. A copy of the proposed agreement is attached to this resolution.

The agreement provides for GSIL to make an annual payment equivalent to the assessed value of their property times the City portion of the annual tax rate. Currently GSIL property is assessed at a value of \$201,200. The estimated payment in lieu of property tax would be \$2,030.11, which is based on the City portion of the tax rate of \$10.09 ($\$201,200 / 1,000 \times 10.09$).

DRAFT

PAYMENT IN LIEU OF PROPERTY TAX
AGREEMENT BETWEEN THE CITY OF DOVER AND GRANITE STATE INDEPENDENT LIVING

This Agreement is made as of this _____ day of _____, pursuant to N.H. RSA 72:23-n by and between Granite State Independent Living (GSIL), a nonprofit organization under the laws of the State of New Hampshire, having a place of business at 21 Chenell Drive, Concord, New Hampshire 03301, and the CITY OF DOVER, a municipal corporation established under the laws of the State of New Hampshire (the "City"), having a place of business at 288 Central Avenue, Dover, New Hampshire 03820-4169

RECITALS

A. GSIL is a New Hampshire nonprofit corporation and is established to promote life with independence for persons with disabilities through advocacy efforts directed toward the removal of physical, attitudinal, and social barriers.

B. GSIL is exempt under Section 501(c)(3) of the Internal Revenue Code and its income is not taxable by the United States of America. The Foundation is also exempt from the business profits tax assessed under the laws of the State of New Hampshire.

C. GSIL is the owner of one (1) parcel of developed real estate situated in Dover, Strafford County, New Hampshire, and identified on the tax assessment records of the City of Dover as a certain condominium unit in Central Commons professional Office Condominiums, a Condominium dedicated under the provisions of New Hampshire Condominium Act, New Hampshire Revised Statutes Annotated 356-B, said Condominium being located on the westerly side of Central Avenue in Dover, County of Strafford, New Hampshire, on land as more particularly bounded and described in the Condominium Declaration for Central Commons Professional Office Condominiums, which Declaration is dated April 29, 1985 and recorded at Book 1167, Page 132, of the Strafford County Registry of Deeds. The Unit conveyed herein is Unit O as shown on a plan entitled "Central Commons Central Avenue, Dover, NH" by Central Ventures, Developer, 233 Central Avenue, Dover, NH, which plan is duly recorded in the Strafford County Registry of Deeds. Together with an 8.99 % interest as tenants in common in and to the Common Areas and facilities as the same are established and identified in said Declaration, site plans and floor plans.

D. GSIL has requested the City to determine that the Property and the improvements be exempt from taxation by the City.

DRAFT

E. Subject to the terms of this Agreement, GSIL is willing to make a payment in lieu of taxes.

F. The City is willing to recognize and grant to GSIL an exemption from taxation and accept a payment in lieu of taxes by GSIL as set forth in this Agreement.

WHEREFORE, based upon the mutual covenants and promises contained herein, and for other good and valuable consideration which the parties acknowledge, GSIL and the City agree as follows:

1. *Tax Exempt Status.* The City recognizes, agrees, and grants to GSIL that the Property and all improvements located thereon, are currently exempt from taxation under the provisions of RSA 72.

2. *Payment in Lieu of Taxes.*

(a) The City shall assess the Property as developed real estate and GSIL shall pay, in lieu of taxes, the sum equal to the annual assessed value of the property times the city portion of the annual tax rate.

(b) Subject to the terms of this Agreement, commencing April 1, 2015, the City shall assess the Property and the improvements thereon, in accordance with assessments of other properties within the City. GSIL shall pay, in lieu of taxes, the sum equal to the annual assessed value of the property times the City portion of the annual tax rate.

(c) Nothing in this Agreement shall prevent GSIL from challenging the assessment of the real estate or the improvements in accordance with applicable law.

(d) If the method of calculating the City's tax under RSA 72 is changed, the parties agree to enter into good faith negotiations to amend this agreement.

(e) GSIL agrees to a deed restriction binding any nonprofit tax-exempt purchaser of the Property to this agreement.

3. *Lease of Property by GSIL to Nonexempt Person or Entity.* In the event that all or a portion of the Property is leased by GSIL to a person or entity which is not exempt from taxation, such person or entity shall pay taxes on such portion determined by multiplying

the tax derived from application of the full tax rate to the assessed value of the Property by a fraction, the numerator of which shall be total square footage of the building to be constructed on the Property (including the tenant's portion of common areas, if any) leased to such person or entity, and the denominator of which shall be to the total square footage of the building to be constructed on the Property.

4. *Binding Effect.* This Agreement constitutes the binding agreement of the City and GSIL, their respective successors, and assigns. This Agreement cannot be modified except by an instrument in writing agreed to by the parties.

5. *Representation of Authority.*

(a) GSIL represents and warrants that this Agreement is binding upon it upon execution of the Agreement by its director after vote of the Board of Directors of GSIL.

(b) The City represents and warrants that this Agreement is binding upon it upon execution by the city manager of the City.

6. *Applicable Law.* This Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire. The parties consent to the jurisdiction of the Strafford County Superior Court to resolve any dispute hereunder.

7. *Entire Agreement.* This Agreement constitutes the entire agreement of the City and GSIL with regard to the tax-exempt status of GSIL and payment in lieu of taxes.

[DRAFT]

Authorization for the City Manager to enter into this agreement was given by the City Council on _____.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written.

CITY OF DOVER

Witness

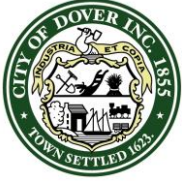
By: _____
Michael Joyal
City Manager
Duly Authorized

GRANITE STATE INDEPENDENT LIVING

Witness

By: _____
GSIL Board Chair
Duly Authorized

[DRAFT]



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O-2015.06.24 – 013**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Sections: **ARTICLE I GENERAL PROVISIONS**

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Article I, GENERAL PROVISIONS 166-1. Definitions. to be consistent with the recently amended definitions of the same terms in Article IV METERED PARKING, 166-34. Definitions.

2. AMENDMENT

Chapter 166-1. Definitions. is hereby amended as follows:

ARTICLE I GENERAL PROVISIONS

[Amended 09-09-81 by Ord. No. 16-81]

166-1. Definitions.

As used in this Chapter the following terms mean:

PERSON – Any individual, company, firm, corporation, association or any other organization.

PUBLIC HIGHWAY – The entire width between the boundary lines of any ~~P~~ublic ~~H~~ighway, street, avenue, road, alley, park or parkway, or any private way laid out under authority of statute or approved by the Planning Board, or any such way provided for public use, or any such way which has been used for public travel thereon for twenty (20) years, or any public or private parking lot, or garage, deck or structure which is maintained primarily for the benefit of paying customers of the State and City.

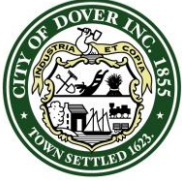
SIDEWALK – That portion of a ~~P~~ublic ~~H~~ighway between the edge of the traveled way and the limit of the public right-of-way, laid out as such by the City or reserved by custom for the use of pedestrians.

VEHICLES – Any device by which any ~~P~~erson or property may be transported on a ~~P~~ublic ~~H~~ighway, except those operated on rails or permanent tracks.

3. TAKES EFFECT

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

TO BE REFERRED TO A PUBLIC HEARING



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O-2015.06.24 – 013**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Sections: **ARTICLE I GENERAL PROVISIONS**

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:

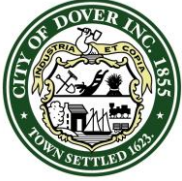
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

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.		

ORDINANCE BACKGROUND MATERIAL:

Ordinance O-2015.04.22-011 amended Article IV METERED PARKING, including section 166-34 Definitions. Four of the defined terms in 166-34 also appear as defined terms in 166-1. It is necessary that these four words be defined consistently in Chapter 166. Therefore, amendments to 166-1, as set forth herein, are necessary in order to ensure consistency.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O-2015.06.24 – 014**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Section: **38**

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Article IV METERED PARKING Section 38 by adding Subsection J. Chronic Offenders.

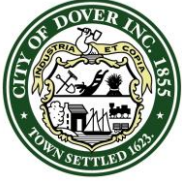
2. AMENDMENT

Chapter 166, Section 38 by adding Paragraph J Chronic Offenders, to read as follows:

166-38. Unlawful Acts; Separate Violations.

The following shall be considered violations of this Article:

- A. It shall be unlawful for any Person to park or allow any Vehicle registered in their name to be parked in a Parking Meter Zone so that Vehicle is not entirely within the area designated or delineated by lines or markings.
- B. It shall be unlawful for any Person to park or allow any Vehicle registered in their name to be parked in excess of nineteen (19) feet in overall length in a Multi-Space Parking Meter Zone except as provided in 166-39.
- C. It shall be unlawful for any Person to park or allow any Vehicle registered in their name to be parked or left standing in any area where parking is controlled by a Multi-Space Parking Meter:
 - (1) Without purchasing a receipt from said Multi-Space Parking Meter for such parking or standing time.
 - (2) Without displaying any receipt so purchased in a Multi-Space Parking Meter in a position on the dashboard of the Vehicle in order that the time printed on said receipt may be clearly visible from outside the Vehicle.
 - (3) After parking or standing time which has been purchased has expired.
 - (4) Displaying an altered or falsified receipt or any receipt that has not been purchased from the Multi-Space Parking Meter controlling the parking space in which the Vehicle displaying the receipt is parked.
 - (5) Exception: No Multi-Space Parking Meter receipt is required for a Metered On-Street Parking Space of less than fifteen (15) minutes. This exception does not apply to Metered Parking Lots or a Metered Parking Garage.
 - (6) In excess of the posted time limits.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

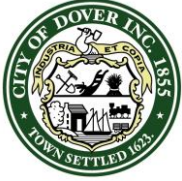
Ordinance Number: **O-2015.06.24 – 014**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Section: **38**

- D. Each violation of the acts described in Subsection C.(1) to (4) and (6) shall constitute a separate violation and additional violation.
- E. It shall be unlawful for any Person to park or allow any Vehicle registered in their name to remain parked in a Parking Meter Zone when time purchased on the Parking Meter for that space has expired, except as provided in 166-37.
- F. It shall be unlawful for any Person to park or allow any Vehicle registered in their name to be parked or left standing on any Public Highway or part of a Public Highway within the City in a Parking Meter Zone without conforming to the provisions of this Article.
- G. It shall be unlawful for any Person to park in a Metered On-Street Parking Space with a receipt from a Multi-Space Parking Meter in a Metered Parking Lot or a Metered Parking Garage.
- H. Where a violation of this Article is found, each additional one (1) hour that a Vehicle is so parked in violation shall constitute a separate additional violation.
- I. Exceptions: The previous provisions of this Article shall not apply to City owned Vehicles or to Persons who are disabled and have obtained permission to park from the Chief of Police.
- J. Chronic Offenders. Any Person with five (5) violations of any paragraph of 166-38.C, E & G or 166-44 in a calendar year for any Metered On-Street Parking Space shall be fined one hundred dollars (\$100.00) for each subsequent offense.

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 Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O-2015.06.24 – 014**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Section: **38**

DOCUMENT HISTORY:

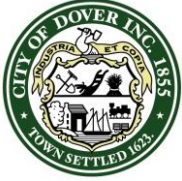
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

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.		

ORDINANCE BACKGROUND MATERIAL:

With the intent of keeping Metered On-Street Parking Spaces open for customers and visitors, the Parking Commission voted to recommend that a habitual meter violation be enacted.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.3.

Ordinance Number: **O -2015.06.24 – 015**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Section: **57, SCHEDULE J**

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend 166-57. SCHEDULE J: Limited Time, paragraph B, to eliminate Chapel Street, delineate the Westerly and Easterly sides of Chestnut Street and to make housecleaning changes.

2. AMENDMENT

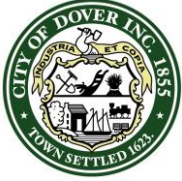
Chapter 166 entitled "Vehicles and Traffic" is hereby amended by revising Section 166-57 SCHEDULE J: Limited Time. as follows:

166-57. ~~SCHEDULE~~ Schedule J: Limited Time. [Amendments noted where applicable]

A. [Repealed on 05-23-12 by Ord. No. 2012.05.09-9]

B. In accordance with the provisions of ~~166-22~~ 166-22, it shall be unlawful for the owner or operator of any ~~motor V~~ vehicle to park ~~or allow to be parked~~ any motor vehicle for more than two (2) hours in the following described locations:

<u>STREET</u>	<u>LOCATION</u>
Adelle Drive [Added on 08-13-08 by Ord. No. 2008-07.23-7]	Both sides for the entire length, between the hours of 8:00 A.M. and 2:00 P.M., Monday through Friday, between September 1 st and June 15 th
Belknap Parking Lot	[Repealed on 11-3-88 by Ord. No. 22-88]
Broadway	Northerly side, from the intersection with St. John Street westerly to the PSNH pole #114/A1
Broadway	Southerly side, from the intersection with Central Avenue easterly to the intersection with St. John Street
Central Avenue [Added on 12-21-88 by Ord. No. 30-88]	Both sides, from the intersection of New York Street; southerly to the intersection with Fifth Street
Central Avenue	[Repealed on 02-26-86 by Ord. No. 01-86]
Chapel Street	On the southerly side, from the intersection with Central Avenue, easterly to the driveway on the west side of St. George's Church



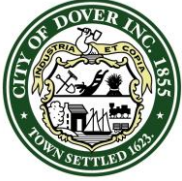
CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.3.

Ordinance Number: **O -2015.06.24 – 015**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **57, SCHEDULE J**

Chestnut Street	Both sides, from the intersection with Third Street northerly to the intersection with Sixth Street, except as otherwise posted
<u>Chestnut Street</u>	<u>Westerly side, from the intersection with Third Street northerly to the intersection with Sixth Street</u>
<u>Chestnut Street</u>	<u>Easterly side, from the intersection with Fifth Street northerly to the intersection with Sixth Street</u>
Chestnut Street Parking Lot	All spaces except as otherwise posted
Fairfield Drive [Added on 08-13-08 by Ord. No. 2008.07.23-7]	Both sides for the entire length, between the hours of 8:00 am <u>A.M.</u> and 2:00 pm <u>P.M.</u> , Monday through Friday, between September 1 st and June 15 th
Fourth Street	Both sides, from the intersection with Chestnut Street westerly to the intersection with Grove Street except as otherwise posted
Green Street [Added on 05-30-90 by Ord. No. 07-90]	Northerly side, from the intersection with Chestnut Street westerly to the intersection with Grove Street except as otherwise posted
Hartwood Road [Added on 08.13.08 by Ord. No. 2008.07.23-7]	Both sides for the entire length, between the hours of 8:00 <u>A.M.</u> and 2:00 <u>P.M.</u> , Monday through Friday, between September 1 st and June 15 th
Kirkland Street [Added on 01-15-97 by Ord. No. 21-96; Amended on 09-17-03 by Ord. No. 14-2003]	Northerly side, from the intersection with Locust Street easterly to the intersection with Central Avenue
Lisa Beth Drive [Added on 08-13-08 by Ord. No. 2008.07.23-7]	Both sides for the entire length, between the hours of 8:00 <u>A.M.</u> and 2:00 <u>P.M.</u> , Monday through Friday, between September 1 st and June 15 th
Locust Street	[Repealed on 12-21-88 by Ord. No. 30-88]



CITY OF DOVER

CITY OF DOVER - ORDINANCE

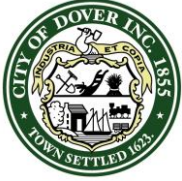
Agenda Item#: 13.C.3.

Ordinance Number: **O -2015.06.24 – 015**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Section: **57, SCHEDULE J**

Locust Street	[Repealed on 12-21-88 by Ord. No. 30-88]
Locust Street [Added on 07-12-06 by Ord. No. 2006.28-09]	Westerly side, from the intersection with Washington Hale Street, southerly to the intersection with Kirkland Street, unless otherwise posted
Lower Square Parking Lot	[Repealed on 05-15-02 by Ord. No. 18-2002]
Plaza Drive [Added on 09-28-94 by Ord. No. 14-94]	Westerly side, between exit and entrance to #307 Plaza Drive
Second Street	Both sides, from the intersection with Chestnut Street easterly to the rear exit of 42 Third Street
St. Thomas Street	[Repealed on 02-19-2003 by Ord. No. 01-2003]
Sunset Drive [Added 08-13-08 by Ord. No. 2008.07.23-7]	Both sides for the entire length, between the hours of 8:00 A.M. and 2:00 P.M., Monday through Friday, between September 1 st and June 15 th
Sylvan Drive [Added on 08-13-08 by Ord. No. 2008.07.23-7]	Both sides for the entire length, between the hours of 8:00 A.M. and 2:00 P.M., Monday through Friday, between September 1 st and June 15 th
Third Street	Both sides, from the intersection with Chestnut Street westerly to the intersection with Grove Street except as otherwise posted

- C. In accordance with the provisions of ~~166-22~~166-22 it shall be unlawful for the owner or operator of any motor vehicle to park or allow to park or allow to be parked any motor vehicle for more than one (1) hour in the following described locations:

<u>STREET</u>	<u>LOCATION</u>



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Section: **57, SCHEDULE J**

- D. In accordance with the provisions of ~~166-22~~166-22, it shall be unlawful for the owner or operator of any ~~motor~~Vehicle to park or allow to be parked any motor vehicle for more than fifteen (15) minutes in the following described locations:

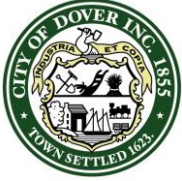
<u>STREET</u>	<u>LOCATION</u>
Green Street	2 spaces on northerly side in front of Waldron Towers

- E. In accordance with the provisions of ~~166-22~~166-22, it shall be unlawful for the owner or operator of any Vehicle to park no person shall park, place or leave or cause to be parked, placed or left, any motor vehicle or horse drawn vehicle in and upon the following streets and places between the hours of 9:00 ~~a~~A.P.M. and 5:00 ~~p~~P.M., Monday through Friday. [Amended on 01-18-90 by Ord. No. 34-89; Amended on 08-13-08 by Ord. No. 2008.07.23-7]

<u>STREET</u>	<u>LOCATION</u>

- F. In accordance with the provisions of ~~166-22~~166-22, it shall be unlawful for the owner or operator of any ~~motor~~Vehicle to park or allow to be parked any motor vehicle for more than thirty (30) minutes in the following described locations: [Amended on 05-18-94 by Ord. No. 06-94:]

<u>STREET</u>	<u>LOCATION</u>
Church Street [Added on 07-12-06 by Ord. No. 2006.06.28-08]	On the southerly side, from the intersection with Locust Street, two 2 spaces in an easterly direction
George Street [Added on 03-24-10 by Ord. No. 2010.03.10-6]	Easterly side, 2 spaces nearest Henry Law Avenue
Henry Law Avenue [Added on 03-24-10 by Ord. No. 2010.03.10-6]	Northerly side, from George s <u>t</u> reet to River Street



CITY OF DOVER

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Ordinance Number: **O -2015.06.24 – 015**
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Chapter: **166**
Section: **57, SCHEDULE J**

- G. In accordance with the provisions of ~~166-22~~166-22, it shall be unlawful for the owner or operator of any Vehicle to park ~~no person shall park, leave or cause to be parked, placed, or left, any motor vehicle~~ in the following described locations between the hours of 7:00 ~~a.m.~~ and 4:00 ~~p.m.~~, Monday through Friday, between September 1st and June 30th.
[Amended on 09-27-2001 by Ord. No. 23-01; Amended on 08-13-08 by Ord. No. 2008.07.23-6]

<u>STREET</u>	<u>LOCATION</u>
Clifford Street	Northerly side, from the intersection with Towle Avenue easterly to the intersection with Woodman Park Drive
Towle Avenue	Easterly side, from the intersection with Silver Street southerly to the intersection with Clifford Street
Shaws Lane [Added on 01-13-10 by Ord. No. 2009.12.09-26]	Westerly S side from the intersection of Garrison Road N northerly for a distance of 180 <u>feet</u>
Towle Avenue	Westerly side, from the northerly property line of #5 Towle Avenue southerly to the intersection with Clifford Street

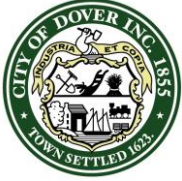
- H. In accordance with the provisions of 166-22, it shall be unlawful for the owner or operator of any ~~motor V~~vehicle to park ~~or allow to be parked any motor vehicle~~ for more than three (3) hours in the following described locations: [Amended on 10-08-08 by Ord. No. 2008.09.24-12]

<u>STREET</u>	<u>LOCATION</u>

3. TAKES EFFECT

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

TO BE REFERRED TO A PUBLIC HEARING



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.3.

Ordinance Number: **O -2015.06.24 – 015**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Section: **57, SCHEDULE J**

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:	Public Hearing Date:
Approved Date:	Effective Date:

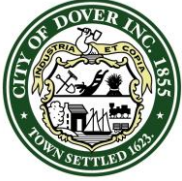
DOCUMENT ACTIONS:

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.		

ORDINANCE BACKGROUND MATERIAL:

With the passing of 166-59 SCHEDULE L: Parking Meter Zones., Chapel Street is a metered street and should be listed under SCHEDULE L instead of SCHEDULE J.

The Chestnut Street language has been changed in reading from “Both sides” to two separate descriptions stating “Westerly side” and “Easterly side”.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.4.

Ordinance Number: **O -2015.06.24 – 016**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Section: **59, SCHEDULE L**

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend 166-59. SCHEDULE L: Parking Meter Zones to include Chapel Street and Chestnut Street under METERED ON-STREET PARKING SPACES.

2. PURPOSE

The purpose of this ordinance is to amend 166-59. SCHEDULE L: Parking Meter Zones to expand language for the Orchard Street Lot under METERED PARKING LOT to include four (4) free 15-minute limit spaces.

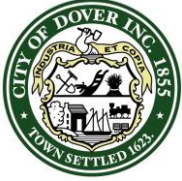
3. AMENDMENT

Chapter 166 entitled "Vehicles and Traffic" is hereby amended by revising Section 166-59 SCHEDULE L: Parking Meter Zones. as follows:

166-59. SCHEDULE L: Parking Meter Zones.

<u>METERED PARKING GARAGE</u>	<u>LOCATION</u>
Orchard Street Parking Garage	All public parking areas within the parking structure which is south of Orchard Street, between Chestnut Street and Central Avenue

<u>METERED PARKING LOT</u>	<u>LOCATION</u>
Belknap Lot	320 Central Avenue and 18 Locust Street; southerly of Washington Street between Central Avenue and Locust Street
Orchard Street Lot	North of Orchard Street and southerly of the Cocheco River between Central Avenue and Chestnut Street <u>with the exception of two (2) posted spaces in the northeast corner of the lot and two (2) posted spaces in front of 40 Chestnut Street (Cocheco Park Apartments) that are free fifteen (15) minute limit spaces</u>
Third Street Lot	North of Third Street and southerly of the railroad tracks between Chestnut Street and Central Avenue
Transportation Center Lot	33 Chestnut Street; westerly of Chestnut Street between First Street and Third Street



CITY OF DOVER

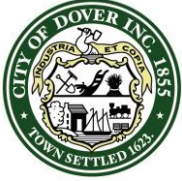
CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.4.

Ordinance Number: **O -2015.06.24 – 016**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **59, SCHEDULE L**

River Street Lot	31 River Street; easterly of the Cocheco River and north of Henry Law Avenue
------------------	--

<u>METERED ON-STREET PARKING SPACES</u>	<u>LOCATION</u>
Central Avenue	Both sides, from the intersection with Fourth Street southerly to the intersection with Kirkland Street
<u>Chapel Street</u>	<u>Southerly side, from the intersection with Central Avenue easterly to the driveway on the west side of 15 Chapel Street</u>
<u>Chestnut Street</u>	<u>Easterly side, from the intersection with Fourth Street northerly to the intersection with Fifth Street</u>
First Street	Southerly side, from the intersection with Central Avenue westerly to the end of public parking at the rear of 432 Central Avenue
First Street	Northerly side, from the westerly edge of 1 First Street westerly to the intersection with Chestnut Street
Fourth Street	Both sides, from the intersection with Central Avenue westerly to the intersection with Chestnut Street
Hale Street	Both sides, from the intersection with Central Avenue westerly to the intersection with Locust Street
Henry Law Avenue	Easterly side, from the intersection with Washington Street southerly to George Street
Locust Street	Both sides, from the intersection with St. Thomas Street northerly to the intersection with Washington Street
Main Street	Westerly side, from the intersection with Washington Street northerly to the intersection with School Street



CITY OF DOVER

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Chapter: **166**
Section: **59, SCHEDULE L**

River Street	Easterly side, from the intersection with Henry Law Avenue northerly to the intersection with Washington Street
School Street	Northerly side, from the intersection with Main Street easterly to the intersection with Mechanic Street
School Street	Southerly side, from the intersection with Main Street easterly to the entrance to the School Street parking lot
Second Street	Both sides, from the intersection with Central Avenue westerly to the intersection with Chestnut Street
St. Thomas Street	Both sides, from the intersection with Central Avenue westerly to the intersection with Locust Street
Third Street	Southerly side, from the intersection with Central Avenue westerly to the intersection with Chestnut Street
Washington Street	Both sides, from the intersection with Chestnut Street southerly to the Makem Bridge

4. TAKES EFFECT

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

TO BE REFERRED TO A PUBLIC HEARING

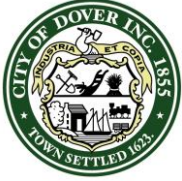
AUTHORIZATION

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 - ORDINANCE

Agenda Item#: 13.C.4.

Ordinance Number: **O -2015.06.24 – 016**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Section: **59, SCHEDULE L**

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.		

ORDINANCE BACKGROUND MATERIAL:

Re: Chapel Street

At the March 10, 2015 Parking Commission meeting, members conducted a review of the downtown parking system and recommended that Chapel Street be incorporated into the metered parking program. Currently the 12 spaces are two-hour time limited parking spaces.

Re: Chestnut Street

The Parking Commission received a concern from an adjacent business owner that employees were frequently taking up customer parking spaces on the easterly side of Chestnut Street, from Fourth Street to Fifth Street. At their March 10, 2015 meeting, the Commission voted to recommend that the parking spaces in that particular area be metered. Currently the seven spaces are two-hour, time limited parking spaces.

The Parking Manager sent letters to the following businesses advising them of the recommendation asking for feedback: Dover Cyclery (12 Chestnut Street), Garrison Hill Florists (16 Chestnut Street), Inside Out Beauty Salon (14 Chestnut Street) and Chestnut Hill Counseling Associates (16 Fifth Street). There was no feedback from the businesses.



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*cc: City Council
Dan B*

RECEIVED
City Manager's Office

JUN 01 2015

Dover, New Hampshire

Office of City Manager Michael Joyal
288 Central Avenue
Dover, NH (0)3820

May 21, 2015

Dear City Manager Joyal,

This letter is to inform you that your city has been selected for inclusion in the Human Rights Campaign's 2015 Municipal Equality Index. The Human Rights Campaign (HRC) is the largest civil rights organization working to achieve equality for lesbian, gay, bisexual and transgender (LGBT) Americans. The Municipal Equality Index (MEI) is the first nationwide evaluation of municipal laws affecting the LGBT community. The index examines the laws, policies, and progress toward equality being made by United States cities and municipalities.

This year HRC will evaluate the 353 cities rated last year and 55 new cities. Last year's cities were the 50 state capitals, the 200 largest cities in the country, the four largest cities in every state, the city home to the state's largest public university (based on combined undergraduate and graduate enrollment), and 75 (25 large, 25 mid-size, and 25 small) cities and census-designated places that had a high proportion of same-sex couples. In addition to the cities scored in 2013, the 2015 MEI will score the top five cities in each state and the two largest public universities in the state. **Your city has been selected because it is one of the top four largest cities in the state.**

HRC will conduct preliminary research on each of the cities selected, and will send you a draft scorecard this summer for your review. At that time, we ask you to review our research and correct any point upon which you believe we may be in error. For more information about our criteria and scoring system, please refer to last year's report which is available at www.hrc.org/mei. The deadline for any feedback you have regarding your scorecard must be received by HRC no later than August 29 if it is to be included in the publication. The project will be published in November 2015.

Also, please note that the 2015 MEI has removed relationship recognition as a category for criteria. These updates reflect a changing legal landscape and the maturing of the project. Please note that there are no new criteria added, but points going toward relationship recognition will be removed. An updated scorecard is enclosed.

At this time, we are writing simply to alert you that your city will be rated in 2015. If there is a specific person in your office with whom you would prefer we communicate from now on, please let us know. Please also let us know if you are interested in learning more about how you can improve your score prior to publication. Your draft scorecard will represent your score at the time the draft was sent, but any relevant city action taking place on or before August 29 may be reflected in the final 2015 score. To ensure such actions are correctly reflected in the final score, we ask that you notify us of any relevant city action taken after the draft scorecard is received but before August 29.

We look forward to working with you in ensuring your city is rated accurately and given all of the credit that you deserve.

Sincerely,

Cathryn M. Oakley
Legislative Counsel, State and Municipal Advocacy



2015 MEI Scorecard - City, State

		State		County		Municipal		
		SO	GI	SO	GI	SO	GI	
Part I. Non-Discrimination Law								
A. Employment	10	5/5	5	5	5/5	5	5	10
B. Housing	10	5/5	5	5	5/5	5	5	10
C. Public Accommodations	10	5/5	5	5	5/5	5	5	10
30		Part I. Standard Points						30
Part II. Municipality As Employer								
Non-Discrimination Policy for City Employees				SO GI		SO GI		
A. Non-Discrimination in City Employment	12	6/6	0	0	6/6	6	6	12
Benefits for City Employees								
C. Trans-Inclusive Health Benefits	6	6	0	0	6	6	6	6
Contractor Policies								
F. City Contractor Non-Discrim Ordinance	6	3/3	0	0	3/3	3	3	6
BONUS: Inclusive Workplace	2	2			2	2	2	2
24		Part II. Standard Points						24
2		Part II. Bonus Points						2
Part III. Municipal Services								
A. Human Rights Commission	5			5 0		5 5		5
B. LGBT Liaison to City Executives	5			5 0		5 5		5
Schools				SO GI		SO GI		
C. Anti-Bullying Policies	6	3/3	3	3	3/3	3	3	6
BONUS: Enforcement of HRC	3			3		3		3
BONUS: City provides services to LGBT youth	2			2		2		2
BONUS: City provides services to LGBT homeless	2			2		2		2
BONUS: City provides services to LGBT elderly	2			2		2		2
BONUS: City provides services to HIV/AIDS population	2			2		2		2
16		Part III. Standard Points						16
11		Part III. Bonus Points						11
Part IV. Law Enforcement								
A. LGBT Liaison/Task Force in Police Dept	10			10 0		10 10		10
B. Hate Crimes Reporting (2013)	12			12 0		12 12		12
22		Part IV. Standard Points						22
Part V. Leadership on LGBT Equality								
A. Leadership's Public Position on Equality	0-5			0-5		0-5 5		5
B. Recent Pro-Equality Legislative Efforts	0-3			0-3		0-3 3		3
BONUS: Openly LGBT Elected or Appointed Leaders	3			3		3 3		3
BONUS: City Tests Limits of Restrictive State Law	4			4		4 4		4
8		Part V. Standard Points						8
7		Part V. Bonus Points						7

(Explanation of 6A score)

Standard Points Total	100
Bonus Point Total	20
Total Raw Score	120
Final Score	100





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2015 MEI STANDARDS FOR CREDIT

The 2015 Municipal Equality Index includes a slightly revised scorecard. A clarification of what is required to receive points is listed below.

SECTION I. NON-DISCRIMINATION LAWS

- Non-Discrimination in Employment, Housing, and Public Accommodations (Up to 30 points). This category evaluates whether discrimination on the basis of sexual orientation and gender identity is prohibited within the city in areas of private employment, housing, and public accommodations. In each category, cities receive 5 points for prohibiting discrimination on the basis of sexual orientation and 5 points for prohibiting discrimination on the basis of gender identity. All non-discrimination laws ought to be fully inclusive of lesbian, gay, bisexual, and transgender people, and acknowledging sexual orientation-only protections as simply that does not imply they are sufficient; they are not.

SECTION II. MUNICIPALITY AS EMPLOYER

- Non-Discrimination in City Employment (6 points for sexual orientation/6 points for gender identity). This can be established either via an enumerated municipal ordinance that expressly includes city employees or via an enumerated equal employment opportunity policy adopted by the municipality. If the city has an employment non-discrimination ordinance that enumerates sexual orientation and gender identity the city is NOT presumed to be covered by that ordinance; the ordinance must either specifically address city employees or the ordinance must be incorporated by reference in city employment policies. If state or county law is enumerated to include sexual orientation or gender identity this too may be incorporated by reference. An unenumerated non-discrimination policy or ordinance will not be sufficient to earn credit.
- Transgender-Inclusive Healthcare Benefits (6 points). The municipality must provide at least one health insurance plan that provides coverage for transgender healthcare needs (sex reassignment surgeries, hormone replacement therapy, and other gender-affirming care). The policy must affirmatively include gender-affirming care; a lack of exclusion is not sufficient for an award of points because this care is routinely not covered.
- City Contractor Non-Discrimination Ordinance or Policy (3 points for sexual orientation/3 points for gender identity). These can be established through municipal ordinances or policies that mandate all city contractors to have non-discrimination policies based on sexual orientation and gender identity. Partial credit may be awarded where the city gives a bidding preference to a city contractor with an inclusive non-discrimination policy.
- BONUS: Inclusive Workplace (2 bonus points). This section assesses whether a municipality has LGBT-specific programming to attract LGBT applicants and promote diversity in the workplace.



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2015 MEI STANDARDS FOR CREDIT

Cities will receive credit if they have any of the following: an employee pride alliance, diversity training that is inclusive of LGBT issues, or a recruitment program that actively advertises to the LGBT community.

SECTION III. MUNICIPAL SERVICES

- Human Rights Commission (5 points). A commission or council tasked with eliminating discrimination in a city. Starting in 2014, this commission will be worth four standard points if its purpose is largely or entirely educational. The commission may hold community discussions, screen movies, present panels, take public comment, advise the city on matters of diversity and inclusion, develop policies and strategies for making the city more inclusive, and undertake other similar types of endeavors. The commission must have met recently (within the last three years) and a federal EEOC office located in a city does not garner credit unless the city has contracted with them for the services described above.
- LGBT Liaison to City Executive (5 points). To receive credit in this category, there must be an officially designated liaison to the LGBT community in the city executive's office. The function of a liaison is not simply to be a resource for the city executive, but also to be a resource for the public to elevate the concerns of the LGBT community and ensure they are being heard. Therefore, the liaison's contact information must be made available to the public through the city's website or where other city officials' contact information is published. LGBT persons who work in the city executive's office do not qualify for credit in this category unless their service in this capacity is part of his or her official job; however, LGBT liaisons may have additional job functions unrelated to LGBT issues. Please note that credit is given in part V for openly LGBT city elected or appointed officials.
- Enumerated Anti-Bullying School Policies (3 points for sexual orientation/3 points for gender identity). To receive credit in this category, a city or county ordinance, state statute, or school district/school board policy must specifically prohibit bullying and enumerate the bases of sexual orientation and gender identity as prohibited grounds upon which to bully. Anti-harassment policies that are enumerated and include language that encompasses bullying will be given credit, but hazing or harassment policies that do not encompass bullying will not receive credit. Where there are multiple schools or districts in the city limits, credit will only be given at the local level if all schools within city limits have enumerated anti-bullying policies.
- BONUS: Enforcement Mechanism for Human Rights Commission (3 bonus points). Where, in addition to the functions listed above, a Human Rights Commission has the authority to conciliate,

issue a right to sue letter, or otherwise enforce non-discrimination protections, that commission will earn three bonus points in addition to the four standard points awarded above

- BONUS: City provides services to/supports LGBT youth (2 bonus points). Cities that directly provide services for LGBT youth, fund organizations that provide these services, or provide other meaningful types of support (in-kind, use of city facilities, etc.) for organizations that support LGBT youth will receive two bonus points.
- BONUS: City provides services to/supports LGBT homeless (2 bonus points). Cities that directly provide services for LGBT homeless people, fund organizations that provide these services, or provide other meaningful types of support (in-kind, use of city facilities, etc.) for organizations that support LGBT homeless people will receive two bonus points.
- BONUS: City provides services to/supports LGBT elderly (2 bonus points). Cities that directly provide services for LGBT elders, fund organizations that provide these services, or provide other meaningful types of support (in-kind, use of city facilities, etc.) for organizations that support LGBT elders will receive two bonus points.
- BONUS: City provides services to/supports people living with HIV or AIDS (2 bonus points). Cities that directly provide services for people who are HIV positive or living with AIDS, fund organizations that provide these services, or provide other meaningful types of support (in-kind, use of city facilities, etc.) for organizations that support people who are HIV positive or living with AIDS will receive two bonus points.

SECTION IV. LAW ENFORCEMENT

- LGBT Police Liaison or Task Force (10 points). To get credit in this category, there must be an officially designated liaison to the LGBT community or task force charged with addressing LGBT issues. An LGBT Liaison or task force must be publicly known in order to receive credit. The function of a liaison is not simply to be a resource for the department, but also to be a resource for the public to elevate the concerns of the LGBT community and ensure they are being heard. Therefore, the liaison's contact information must be made available to the public through the city's website or where other police contact information is published. LGBT police officers, including high-ranking officers, do not qualify for credit in this category unless their service as liaison is part of his or her official job. Partial credit will be given in this category where the entire police force is trained on LGBT issues.
- Reported 2013 Hate Crimes Statistics to the FBI (12 points). The city must report hate crimes



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2015 MEI STANDARDS FOR CREDIT

statistics to the FBI in all categories, including sexual orientation and gender identity, and either:

- Report a positive number of hate crimes in any category in 2013 (i.e. report more than “0” for hate crimes reported in any one or more of the protected categories), OR
- Report zero hate crimes in 2013 AND have reported a positive number of hate crimes, in any one or more of the protected categories, some year in the past five years. This second is to recognize that statistically it is possible that no hate crimes of any kind have occurred in a small city this year, but that it is highly improbable that no hate crimes of any kind have occurred in in the last five years.

SECTION V. RELATIONSHIP WITH THE LGBT COMMUNITY

- Leadership’s Public Position on LGBT Equality (5 points). This section grades, on a sliding scale from zero to five points, how pro-equality the city leadership is in its public statements. City leadership includes the mayor, city manager if applicable, city council, and other government officials. These statements may include joining a pro-equality association such as Mayors for Freedom to Marry, coming out publicly in favor of LGBT rights, supporting LGBT community organizations, etc. It also includes comments made during city council meetings or at other public events. As of 2014, this section also includes participation in Pride events and partnership with LGBT groups to create solutions to city problems.
- Leadership’s Pro-Equality Legislative or Policy Efforts (3 points). This section grades, on a sliding scale from zero to three points, how actively the city has been pursuing pro-equality legislation and policies. This includes ordinances introduced, whether passed or not, and city policies, as well as pro-equality city council resolutions.
- BONUS: Openly LGBT Elected or Appointed Municipal Leaders (3 bonus points). The criteria for points in this category is the person be a leader – have some kind of a senior elected or appointed position in the city – and that the person be openly LGBT. A state or federal elected representative from the city does not qualify, as the person must be elected or appointed to a position in the municipality being rated.
- BONUS: City Tests Limits of Restrictive State Law (4 bonus points). This category, which we formerly called “Resisting Dillon’s Rule,” gives credit to cities who have a state law of some kind that restricts the city’s ability to pass LGBT-inclusive ordinances and who take distinct actions to push back against that limit either by advocating for change or testing its limits. Simply being in a



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state with such restrictions is not enough to qualify for these points. Many states do not have this type of law, which means many cities are not qualified to receive these points.