

CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, July 08, 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. CHAPTER 166 – ARTICLE I GENERAL PROVISIONS**
SPONSORED BY MAYOR WESTON BY REQUEST
 - B. CHAPTER 166 – SECTION 38 SUBSECTION J**
SPONSORED BY MAYOR WESTON BY REQUEST
 - C. CHAPTER 166 – SECTION 57 SCHEDULE J**
SPONSORED BY MAYOR WESTON BY REQUEST
 - D. CHAPTER 166 – SECTION 59 SCHEDULE L**
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.*

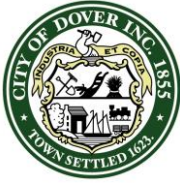
- 9. CITY MANAGER’S REPORT**
- 10. APPROVAL OF MINUTES**

A. June 24, 2015 – Regular Meeting

- 11. MAYOR’S REPORT**
- 12. UNFINISHED BUSINESS**

A. ORDINANCES IN THE 2nd READING

- 1. CHAPTER 166 – ARTICLE I GENERAL PROVISIONS**
SPONSORED BY MAYOR WESTON BY REQUEST



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- 2. CHAPTER 166 – SECTION 38 SUBSECTION J**
SPONSORED BY MAYOR WESTON BY REQUEST
- 3. CHAPTER 166 – SECTION 57 SCHEDULE J**
SPONSORED BY MAYOR WESTON BY REQUEST
- 4. CHAPTER 166 – SECTION 59 SCHEDULE L**
SPONSORED BY MAYOR WESTON BY REQUEST

B. ORDINANCES IN THE 3RD READING

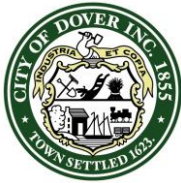
C. RESOLUTIONS

- 1. B15021 DOVER LED INDOOR POOL LIGHTING UPGRADE AND AUTHORIZATION FOR FINANCING (REQUIRES OF 2/3 MAJORITY VOTE OF THE CITY COUNCIL)**
SPONSORED BY MAYOR WESTON BY REQUEST
- 2. FIRST STREET LICENSE AGREEMENT AMENDMENT (TO BE REMOVED FROM THE TABLE)**
SPONSORED BY MAYOR WESTON BY REQUEST

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. RAFFLE – Dover Little Green Football, Inc.**
- 2. RAFFLE – Seymour Osman Community Center**
- 3. TAG – Dover Little Green Football, Inc.**
- 4. TAG – Dover Youth Football**
- 5. B15049B ONE TON PICK UP TRUCK FIRE & RESCUE**
SPONSORED BY MAYOR WESTON BY REQUEST
- 6. B15063 CATCH BASIN CLEANING SERVICES**
SPONSORED BY MAYOR WESTON BY REQUEST



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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. **B13031 ADDITIONAL SCOPE OF WORK ON TOLEND ROAD RECONSTRUCTION AMERICAN EXCAVATION CORPORATION (AEC) (CO#7)**
SPONSORED BY MAYOR WESTON BY REQUEST
2. **B10033 ADDITIONAL SCOPE OF WORK ON TOLEND ROAD – CMA ENGINEERS, INC. (CO#6)**
SPONSORED BY MAYOR WESTON BY REQUEST
3. **RELEASE OF LEGAL MEMORANDUM – PROPOSED CHARTER AMENDMENT RE: CITY ATTORNEY POSITION**
SPONSORED BY DEPUTY MAYOR CARRIER

C. ORDINANCES IN 1ST READING

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



THE CITY MANAGER'S REPORT

July 8, 2015

Month Reporting on: June 2015

"Freedom has its life in the hearts, the actions, the spirit of men and so it must be daily earned and refreshed – else like a flower cut from its life-giving roots, it will wither and die."

Dwight D. Eisenhower

J. Michael Joyal, Jr.
City Manager

Legal Department

by Anthony Blenkinsop

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

Right to Know Requests, pursuant to RSA 91-A

- Dover, NH – Revenue
- Rye Beach, NH Primex Communication
- Meriden, CT – HHW Collection
- Rochester, NH – 3 requests for Agenda Materials for meetings between 06.10.2015 and 07.07.2015

Assistance to City Departments and/or Offices

City Council: Drafting/review of resolutions and ordinances;

Executive: Lobbyists

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

Community Services: Tree trimming/removal; private roads; Tolend Road

Finance: Liens, Discharges, bankruptcies; Charter Amendment Petitions; RFP for rock and solar salt

Police: Ordinances

Planning: First Street Parking License; Silver Street Development Agreement; Strafford Rivers Conservancy

School District: School Adequacy Aid; JBC contract review

Welfare: GAP Contract

Information Technology: Hands free radios

Litigation:

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

Clay v. City of Dover – filed a Motion to Reconsider in response to the Court's Order regarding superintendent applicant privacy

City v. Nathaniel Figuers – filed Petition for Temporary and Permanent Injunctive Relief and Civil Penalty

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

	For Month	FY15	FY14	FY13
Legal Matters/ Questions Handled	20	276	251	302
Document Creation/Review	23	180	175	145
Right to Know Requests Processed	6	103	78	43
Resolutions	6	54	48	31
Ordinances	0	21	14	14

Economic Development

by Dan Barufaldi

Summary: Business activity continues to expand, at a modest pace. Se4lking prices remain mostly stable, though service sector companies indicate upward pressure on input prices and wages. Labor market activity has been quieter in recent weeks. Consumer spending, relatively weak in recent weeks has rebounded strongly of late. Housing and commercial markets show little change since the last report. Staffing firms are up slightly or flat. Software and IT firms are less positive. A recent moderate but consistent increase in local gasoline prices is taking a slice of disposable income causing some flattening of discretionary purchases. That notwithstanding, retail, manufacturing and selected business services firms report revenue increases year over year. Retail and manufacturing increases are modest, while consulting and advertising sectors increases are more substantial. Commercial real estate leasing remains strong, but new build costs still are a barrier in many cases. While recent residential sales at year-end were strong, inventory shortages and rising prices have attenuated sales in this category for the past three months. The lack of some specific skill sets in the labor force has also reduced hiring through staffing firms. The current Dover unemployment rate is 3.0%. While a few local restaurants have experienced difficulties due to the influx of competition and the competitive bar being raised, some restaurant turnover usually accompanies growth in the sector. Generally all major sectors of the Dover economy are doing better than last year and our downtown merchants indicate they have benefitted greatly due to the City's downtown marketing campaign

Selected Business Services:

Demand for consulting and advertising is up strongly over last year at this time. Software and IT services providers report flattening demand through Q2 and some local firms in this sector have stopped adding headcount. Year-over-year growth for a few local firms in this sector has sales up 15% in the last quarter. Services to the healthcare sector have recently increased as walk-in convenient care centers are being added. Wages, while up significantly in critical skill areas, remain just above inflation, as do prices. Uncertainty regarding the Affordable Care Act, the slowing Chinese economy/ housing bubble, and the economic effects of Middle Eastern wars and the Ukraine/Russia situation effect on the European economies, as well as the Greek economy failure potential continues to produce a prevailing air of caution in this and several other sectors with real local economic effect. The Russian ruble has lost over 40% against the US dollar and the Russian economy is projecting a recession in 2015. Local walk-in healthcare centers are hiring strongly as these in demand skill sets become available.

Business from new work crews at the Pease Airport for KC46 tanker fleet hangars and support facilities as well as crews from the shipyard for submarine rehab coupled with 42 Bus Tours scheduled in this year have enhanced local hotel occupancies for the last several months and are expected to continue over the next years.

Commercial Real Estate:

Commercial real estate sales activity was unchanged over the month regionally with sustained strength in the local, Boston and Portland markets. Demand locally has remained positive with several local multifamily investment projects coming to fruition. Land sales continue to have momentum locally. Investment demand for commercial real estate remains strong. Leasing fundamentals maintained a moderate

pace of improvement in recent weeks, consistent with minimal-to-slow employment growth. A small amount of speculative office construction as part of mixed use building is now being done. The lending environment remains highly favorable to borrowers, with historically low, slowly rising interest rates and increasingly looser standards. Abundant investment capital continues to flow into commercial lease properties across the Seacoast, sourced from private equity firms, pension funds, foreign investors, REITS and high net worth individuals. The projected end of "quantitative easing" over time was beginning to trigger a gradual rise in interest rates. The latest expectation of the Fed will extend the current interest rate through year end. Leverage ratios are on the rise among some investors, but remain low in absolute terms. Local multi-family and mixed use construction remains at a very healthy pace with local inventory in this category rising rapidly. The outlook remains cautiously optimistic across the region. Forecasts call for more slow improvement in fundamentals moving forward, pending steady (if slow) employment growth. Fiscal policy and uncertainty around the business and employment effects of the ACA and Medicaid expansion costs are producing uncertainty at both the state and federal levels and this is mentioned by some as a down side risk to employment growth that produces improvement in leasing and construction activity.

Residential Real Estate: Closed unit sales of both single family homes and condominiums declined slightly year-over-year but price increases evened the dollar sales figures for the period. Sales and prices are increasing in the short term. Scarce inventory is having some effect in the NH decline in this category, as the late emergence from severe weather to start the building season. A recent conversation with a motivated home buyer in Dover indicated that despite offering up to \$20,000 above the list price, they lost out to buyers offering more. Condo sales, in

moderate decline for several quarters, have begun to improve. Median sale prices in NH and in Dover increased again in the period. Pending sales suggest the market for single family houses and condos are off to a good start in 2015 while slowing recently in the short term due to lack of inventory. While Dover sales look good going forward, it is clear that winter weather and inventory constraints in Q3 and Q4, 2014 depressed near-term sales. Sale prices and rental rates in Dover that continued to rise over the last year and had begun to flatten somewhat are now on the rise again.

Manufacturing & Related

Services: Manufacturers are now reporting some modest sustained strength in sales and improved year over year profits. A few local manufacturers are reporting lower sales than the same period a year ago due to a fall-off in export sales and the West Coast Port closings just recently settled. A local publisher reports a fall-off in sales due to the shift to digital media advertising over the last decade. Exporters to both Europe and China are concerned with the macro-economics they're seeing in both markets. The Chinese economy has slowed somewhat. The recent upheaval in Greece, Iraq and Syria, Ukraine and Russia and the effects it will cause in world-wide markets and economies is a growing uncertainty and concern. Crude oil at the moment has rallied from \$40 to \$55. The Chinese housing bubble and economic slowdown are often mentioned but appear to be somewhat managed by government intervention so far. Automotive car, truck and parts suppliers have been doing well. Pickup truck sales are at an all-time high. Firms reporting on inventory levels are split with half citing flat inventory levels and half citing higher levels. Most state the higher levels are due to more new product introductions and are not concerned about current inventory levels. Most contacts in the manufacturing sector indicate that both staffing levels and wage growth remain

modest except for select scarce high demand skill sets. Some major capital spending projects are underway and some about to be announced. Three manufacturing buildings in Enterprise Park are available with two of the buildings about to be sold or leased. A number of other commercial projects are currently underway or about to be underway during this building season. Outlook for the balance of the year remains positive.

Price pressures remain moderate except for rare metals sourced in Russia. Most recently energy prices have increased slightly. Suppliers to the military are seeing new orders rise. Regional manufacturers are guardedly optimistic.

Retail & Tourism: Retailers contacted for this period report comparable store sales ranging from plus 1.0% to up by 5.0% year-over-year. The recent uptick in gasoline prices has reduced disposable income and is limiting retail and tourism revenues slightly in the short term, particularly in casual apparel sales. Sales of household items and home improvement goods are selling well. Prices are up slightly (2-3%) despite advertised sales. Inventories appear well controlled and diminishing. Hotel revenues continue at an improved rate according to the latest contacts with the major hospitality groups. Regional restaurants activity is mixed with some doing exceedingly well and a few struggling with outmoded business models and older facilities in the face of new more competitive arrivals. Local museum attendance has improved recently. Local hotels are projecting a 7% revenue increase for 2015 over 2014, largely through increased room rates.

Staffing Services: Business conditions in this industry sector have declined in the last two months with the exception of the healthcare sector and other technical mid-level and high-level skill sets. Year-over-year growth is still expected between 4% and 20%

depending on the industry sector being served. Labor demand has been strong in IT and, software until very recently. Aerospace, nursing, electronics, engineering, quality assurance techs and legal skills demand remain strong. Most firms in the field have added to headcount with wages and prices remaining flat. To attract highly skilled workers in growing industries these firms are expanding their social media and technological attraction efforts. Increased health insurance costs remain a concern with the onset of the Affordable Care Act and the challenge of being able to increase pricing to cover the increased cost. Overall the sector is optimistic and expecting high single digit growth over the next two quarters and beyond.

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

PLANNING BOARD APPROVED PROJECTS

NAME	STREET NAME		Total Units	Units Built*	Units left	DATE OF PB SIGNATURE	DATE OF PB APPROVAL	SCRD DATE	PLANNING FILE #	MAP	L0T	EXPIRATION DATE	SCHOOL	Students**
Code	H = Homes	A = Apts.	C = Condos											
Multi-Family:														
Yacht Club	Portland Ave	A	19	19	0	12/23/2014	10/14/2014	Site	P14-45	24	104	12/23/2019	H	2.09
Bradley Commons	Central Ave	A	47	0	47		9/23/2014	Site	P14-34	27	2/3		H	5.17
First Street @ Garrison	First Street	A	32	32	0	6/12/2014	2/25/2014	Site	P14-03	6	3	6/12/2019	H	3.52
First Rate Realty	Silver/Central	A	16	16	0	9/24/2013	6/25/2013	Site	P13-20	12	28	9/24/2018	W	1.76
Field and Foster	Central Ave	A	18	18	0	2/11/2014	11/12/2013	2/13/2014	P13-60	3	42	2/11/2019	H	1.98
Cochecho Falls Mills	Central Ave	A	120	74	46	12/20/2011	11/28/2011	Site	P11-60	3	3	12/20/2015	H	13.2
Sherman School	School Street	C	48	0	48	9/27/2011	10/26/2010	Site	P10-39	3	10	9/27/2016	G	7.68
Paolini	Clancy Drive	C	12	12	0	1/9/2014	10/22/2013	Site	P13-37	I	12	1/9/2019	G	1.92
Lilac Gardens	Lilac Ln	A	120	120	0	9/27/2005	9/27/2005	Site	P04-04	H	35C	9/27/2009	W	13.2
Total: Multi-family			432	291	141									50.52
Subdivisions:														
Kelly Brook Meadows	Old Stage Road	H	9	6	3	4/29/2014	3/25/2014	5/9/2014	P14-01	G	36	4/29/2019	W	3.33
Foster's Way	Fosters Dr	H	5	2	3	9/17/2014	12/17/2013		P13-49	L	89-1	9/17/2019	G	1.85
Kemen	Sixth St	H	1	0	1	4/29/2014	8/27/2013	5/1/2014	P13-43	B	1D	4/29/2019	H	0.37
Child's Subdivision	Childs Dr	H	20	11	9	4/9/2013	3/28/2013	3/29/2013	P12-20	N	8A-1	3/28/2018	H	7.4
Fresian Drive	Arch St	H	11	2	9	7/30/2013	10/23/2012	8/1/2013	P12-28	11	16	7/30/2018	W	4.07
Tidewater Farm	Winterberry Dr	H	7	7	0	6/16/2011	4/26/2011	6/20/2011	P10-51	N	8	6/16/2016	H	2.59
Labrador Woods	Labrador Dr	H	9	6	3	7/19/2010	5/25/2010	7/19/2010	P10-19	A	51-9	7/19/2014	H	3.33
Hidden Valley Drive	Hidden Valley Dr	H	10	8	2	7/30/2009	3/24/2009	8/4/2009	P09-03	I	94C	7/30/2013	G	3.7
Harbor Hills	Shore Rd	H	16	12	4	8/10/2010	3/23/2010	8/11/2010	P07-39	L	89G	8/10/2014	G	5.92
Paddocks/Tidewater Farms	Saddle Trail Dr	H	9	4	5	2/21/2008	10/23/2007	2/21/2008	P07-43	N	8	2/21/2012	G	3.33
Picnic Rock	Back River Rd	H	21	7	14	10/31/2007	7/10/2007	11/6/2007	P07-32	16	20	10/31/2011	G	7.77
Schooner Landing	Schooner Dr	H	10	9	1	7/19/2007	4/10/2007	7/25/2007	P06-54	M	96A	7/19/2011	G	3.7
Pacific Landing	Pacific/Nye	H	15	14	1	2/8/2007	7/25/2006	2/8/2007	P05-72	E	49	2/18/2011	W	5.55
Goldberg/Tolend Rd Prop.	Stocklan Dr, etc	H	72	49	23	10/5/2006	7/14/2005	11/2/2006	P03-36	G	24	10/5/2010	W	26.64
StoneCroft	Carriage Hill Ln	H	11	9	2	8/9/2005	5/24/2005	8/9/2005	P05-18	A	16	8/9/2009	H	4.07
Havenwood Farm at Alden	Boxwood/Wildewood	H	32	27	5	6/6/2005	5/10/2005	6/7/2005	P04-42	B	21	6/6/2009	H	11.84
Emerald Woods I & II	Emerald Ln	H	25	21	4	12/6/2004	9/28/2004	12/10/2004	P02-01	F	27	12/6/2008	W	9.25
Weeden	Garrison Rd	H	4	3	1	9/28/2004	6/22/2004	10/4/2004	P04-25	I	1P	9/24/2008	G	1.48
Cornerstone Crossing III	Conerstone Dr	H	18	17	1	7/28/2005	4/12/2005	8/1/2005	P05-13	B	18	7/28/2011	H	6.66
Total: Single Family			305	214	91									112.85
TOTAL APPROVED UNITS			737	505	232									163
Elderly:														
Pointe Place	Pointe Place	H	33	0	33		11/19/2014		P14-77	K	19		G	
The Village at Thornwood	Jacqueline Dr/Sonia Dr	H	62	55	7	7/2/2008	3/13/2007		P06-55	M	4	7/2/2011	G	
Arbor Woods	Cielo Dr	H	63	41	27	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W	
Total: Elderly			158	96	67									
APPROVED + ELDERLY			895	601	299									163

* Built or permit issued and unit under construction

City of Dover
Bid Solicitation Report
For June 2015

6/30/2015

Department Bid Number	Bid Date	Bid Due	Description	PO Notes
Community Services B15068	06/01/2015	06/16/2015	Roll off Container	
Community Services B15077	06/04/2015	06/23/2015	On Site Grinding of Municipal Brush and Tree Waste	
Community Services B15075	06/04/2015	06/17/2015	Tree Removal Services	
Community Services B15072	06/04/2015	06/16/2015	Bituminous Concrete Asphalt Picked Up	

City of Dover
Bid Solicitation Report
For June 2015

6/30/2015

Department Bid Number	Bid Date	Bid Due	Description	PO Notes
Community Services B15081	06/09/2015	06/24/2015	Bulk Oil and Lubricants as needed	
Community Services B15076	06/09/2015	06/24/2015	Ford Replacement Parts	
Community Services B15074	06/09/2015	06/23/2015	Chemical Aqueous Corrosion Inhibitor	
Community Services B15070	06/09/2015	06/30/2015	Plastic Recycling Bins	

City of Dover
Bid Solicitation Report
For June 2015

6/30/2015

Department Bid Number	Bid Date	Bid Due	Description	PO Notes
Recreations B15069	06/09/2015	06/30/2015	Tennis Court Renovations to Pickle Ball Courts	
Community Services B15079	06/11/2015	07/16/2015	Engineering consultant for Bridge Related Work	
Community Services B15080	06/16/2015	07/02/2015	Household Hazardous Waste Collection	
Recreation and Community S B15073	06/16/2015	07/02/2015	Various Chemicals	

City of Dover
Bid Solicitation Report
For June 2015

6/30/2015

Department Bid Number	Bid Date	Bid Due	Description	PO Notes
Community Services B15082	06/16/2015	07/07/2015	John Deere 544K Loader OR Equal with Plow and Wing Assembly	
Fire B15071	06/18/2015	06/30/2015	Medical supplies Dover Fire	
Planning Q16-001	06/29/2015	07/16/2015	Appraisal Services for Three Properties in Dover	
Community Services B15083	06/30/2015	07/29/2015	2015 Infiltration and Inflow Reduction	

City of Dover

Arena - General Fund
Revenue & Expenditure Report
(Including Arena Debt Service attributed to the General Fund)
June 30, 2015

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
Revenue	1,294,907	19,796	1,196,382	92.4	98,525	0	98,525	7.6
Expenditures	948,232	54,666	893,341	94.2	54,891	17,635	37,256	3.9
Debt Service								
Principal	265,063	215,000	264,242	99.7	820	0	820	0.3
Interest	70,759	52,755	61,801	87.3	8,958	0	8,958	12.7
	10,853	(302,625)	(23,002)	(211.9)	33,855	(17,635)	51,490	474.4

City of Dover

Expenditures of Major Funds

June 30, 2015

(General Fund Includes County, School and Debt Service)

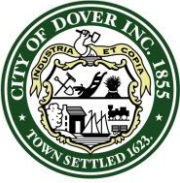
	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
EXPENDITURES								
1000 General Fund								
City Council	\$ 372,192	\$ 34,986	\$ 397,171	107.0%	\$ (24,979)	\$ 38,207	\$ (63,186)	-17.0%
Executive	810,105	51,490	841,426	104.0	(31,321)	2,001	(33,322)	(4.1)
Finance	1,632,713	139,601	1,543,338	95.0	89,376	19,933	69,442	4.3
Planning	512,334	25,275	461,255	90.0	51,079	10,318	40,761	8.0
Misc General Government	1,184,962	208,981	867,807	73.0	317,155	32,351	284,804	24.0
Police	7,420,749	585,148	7,105,163	96.0	315,586	10,411	305,175	4.1
Fire & Rescue	7,502,246	578,484	7,263,140	97.0	239,106	52,108	186,997	2.5
Community Service Public Works	6,036,576	368,029	5,221,541	86.0	815,035	557,245	257,790	4.3
Recreation	2,073,584	163,318	1,891,011	91.0	182,573	79,567	103,006	5.0
Public Library	1,109,966	95,863	1,034,461	93.0	75,505	18,462	57,043	5.1
Public Welfare	843,870	49,819	696,707	83.0	147,163	15,072	132,091	15.7
Debt Service	10,118,839	5,814,831	10,118,839	100.0	(0)	-	(0)	(0.0)
Other Financing Sources/Uses	3,006,318	694,143	2,460,571	82.0	545,747	-	545,747	18.2
School	44,236,755	4,902,090	40,984,186	93.0	3,252,569	3,294,638	(42,068)	(0.1)
Intergovernmental	8,057,565	-	8,057,565	100.0	-	-	-	0.0
Sub-total : 1000 General Fund	\$ 94,918,774	\$ 13,712,058	\$ 88,944,180	93.7%	\$ 5,974,594	\$ 4,130,313	\$ 1,844,281	1.9%
3213 Parking Activity Fund								
Police	\$ 627,936	\$ 33,309	\$ 1,101,602	175.0%	\$ (473,666)	\$ 69,004	\$ (542,670)	-86.4%
Sub-total : 3213 Parking Activity Fund	\$ 627,936	\$ 33,309	\$ 1,101,602	175.4%	\$ (473,666)	\$ 69,004	\$ (542,670)	-86.4%
3320 Residential Solid Waste Fund								
Community Service Public Works	\$ 1,097,856	\$ 85,237	\$ 799,712	73.0%	\$ 298,144	\$ 126,817	\$ 171,327	15.6%
Sub-total : 3320 Residential Solid Waste Fund	\$ 1,097,856	\$ 85,237	\$ 799,712	72.8%	\$ 298,144	\$ 126,817	\$ 171,327	15.6%
3381 McConnell Center Fund								
Recreation	\$ 808,150	\$ 37,437	\$ 429,143	53.0%	\$ 379,007	\$ 439,978	\$ (60,971)	-7.5%
Sub-total : 3381 McConnell Center Fund	\$ 808,150	\$ 37,437	\$ 429,143	53.1%	\$ 379,007	\$ 439,978	\$ (60,971)	- 7.5%
3410 Recreation Special Revenue Fund								
Recreation	\$ 485,276	\$ 25,797	\$ 396,083	82.0%	\$ 89,193	\$ 15,902	\$ 73,292	15.1%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 485,276	\$ 25,797	\$ 396,083	81.6%	\$ 89,193	\$ 15,902	\$ 73,292	15.1%
5300 Water Fund								
Community Service Public Works	\$ 4,870,339	\$ 279,328	\$ 4,261,160	87.0%	\$ 609,178	\$ 400,833	\$ 208,345	4.3%
Sub-total : 5300 Water Fund	\$ 4,870,339	\$ 279,328	\$ 4,261,160	87.5%	\$ 609,178	\$ 400,833	\$ 208,345	4.3%
5320 Sewer Fund								
Community Service Public Works	\$ 7,252,711	\$ 539,953	\$ 6,427,764	89.0%	\$ 824,947	\$ 366,998	\$ 457,949	6.3%
Sub-total : 5320 Sewer Fund	\$ 7,252,711	\$ 539,953	\$ 6,427,764	88.6%	\$ 824,947	\$ 366,998	\$ 457,949	6.3%
6100 Dovernet Fund								
Other Financing Sources/Uses	\$ 656,958	\$ 50,259	\$ 494,781	75.0%	\$ 162,177	\$ 30,920	\$ 131,257	20.0%
Sub-total : 6100 Dovernet Fund	\$ 656,958	\$ 50,259	\$ 494,781	75.3%	\$ 162,177	\$ 30,920	\$ 131,257	20.0%
Total : EXPENDITURES	\$ 110,717,999	\$ 14,763,379	\$ 102,854,426	92.9%	\$ 7,863,574	\$ 5,580,763	\$ 2,282,810	2.1%

City of Dover

Revenues of Major Funds
June 30, 2015

(General Fund Includes Property Taxes and Education Revenues)

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Uncollected</u>
REVENUES								
1000 General Fund								
Taxes	\$ 71,224,707	\$ 18,575,457	\$ 71,501,005	100.0%	\$ (276,298)	\$ -	\$ (276,298)	(0.4)%
Licenses & Permits	4,829,480	509,735	5,504,262	114.0	(674,782)	-	(674,782)	(14.0)
Intergovernmental	2,100,826	769	2,061,112	98.0	39,714	-	39,714	1.9
Charges for Services	3,239,483	164,368	3,070,431	95.0	169,052	-	169,052	5.2
Miscellaneous Revenue	588,625	15,467	784,626	133.0	(196,001)	-	(196,001)	(33.3)
Education	12,585,100	1,061,531	12,756,211	101.0	(171,111)	4,731	(175,842)	(1.4)
Operating Transfers In	350,553	-	-	0.0	350,553	-	350,553	100.0
Sub-total : 1000 General Fund	\$ 94,918,774	\$ 20,327,328	\$ 95,677,648	101.0%	\$ (758,873)	\$ 4,731	\$ (763,604)	-0.8%
3213 Parking Activity Fund								
Licenses & Permits	\$ 96,120	\$ 5,750	\$ 88,948	93.0%	\$ 7,172	\$ -	\$ 7,172	7.5%
Parking Income	371,408	28,640	382,575	103.0%	(11,167)	-	(11,167)	- 3.0%
Parking Fines	160,408	12,180	156,139	97.0%	4,269	-	4,269	2.7%
Other Financing Sources	0	-	-	0.0	0	-	0	0.0
Sub-total : 3213 Parking Activity Fund	\$ 627,936	\$ 46,570	\$ 627,661	100.0%	\$ 275	\$ -	\$ 275	0.0%
3320 Residential Solid Waste Fund								
Intergovernmental	\$ 9,556	\$ -	\$ 6,986	73.0%	\$ 2,570	\$ -	\$ 2,570	26.9%
Charges for Services	930,000	74,255	932,766	100.0%	(2,766)	-	(2,766)	- 0.3%
Miscellaneous Revenue	0	48	659	0.0	(659)	-	(659)	0.0
Other Financing Sources	52,557	-	-	0.0	52,557	-	52,557	100.0
Sub-total : 3320 Residential Solid Waste	\$ 992,113	\$ 74,303	\$ 940,411	95.0%	\$ 51,702	\$ -	\$ 51,702	5.2%
3381 McConnell Center Fund								
Miscellaneous Revenue	\$ 670,081	\$ 56,928	\$ 665,793	99.0%	\$ 4,288	\$ -	\$ 4,288	0.6%
Operating Transfers In	138,069	24,858	138,069	100.0	(0)	-	(0)	(0.0)
Sub-total : 3381 McConnell Center	\$ 808,150	\$ 81,786	\$ 803,862	99.0%	\$ 4,288	\$ -	\$ 4,288	0.5%
3410 Recreation Special Revenue Fund								
Charges for Services	\$ 366,855	\$ 37,843	\$ 376,848	103.0%	\$ (9,993)	\$ -	\$ (9,993)	- 2.7%
Miscellaneous Revenue	15,500	120	4,811	0.3	10,689	-	10,689	69.0
Operating Transfers In	15,500	7,815	15,500	100.0	0	-	0	0.0
Other Financing Sources	87,421	-	-	0.0	87,421	-	87,421	100.0
Sub-total : 3410 Recreation Special Revenue Fund	\$ 485,276	\$ 45,778	\$ 397,159	82.0%	\$ 88,117	\$ -	\$ 88,117	18.2%
5300 Water Fund								
Charges for Services	\$ 4,782,457	\$ 451,834	\$ 4,646,654	97.0%	\$ 135,803	\$ -	\$ 135,803	2.8%
Miscellaneous Revenue	70,500	12,863	117,747	167.0	(47,247)	-	(47,247)	(67.0)
Sub-total : 5300 Water Fund	\$ 4,852,957	\$ 464,696	\$ 4,764,401	98.0%	\$ 88,556	\$ -	\$ 88,556	1.8%
5320 Sewer Fund								
Intergovernmental	\$ 5,688	\$ 5,688	\$ 5,688	100.0%	\$ -	\$ -	\$ -	0.0%
Charges for Services	6,153,201	582,881	5,911,258	96.0	241,943	-	241,943	3.9
Miscellaneous Revenue	59,414	8,959	92,034	155.0	(32,621)	-	(32,621)	(54.9)
Other Financing Sources	942,687	-	-	0.0	942,687	-	942,687	100.0
Sub-total : 5320 Sewer Fund	\$ 7,160,990	\$ 597,528	\$ 6,008,980	84.0%	\$ 1,152,010	\$ -	\$ 1,152,010	16.1%
6100 Dovernet Fund								
Charges for Services	\$ 544,113	\$ 23,544	\$ 578,833	106.0%	\$ (34,720)	\$ -	\$ (34,720)	- 6.4%
Miscellaneous Revenue	25,000	-	25,000	1.0	-	-	-	0.0
Operating Transfers In	-	-	-	0.0	0	-	0	#DIV/0!
Other Financing Sources	75,289	-	-	0.0	75,289	-	75,289	100.0
Sub-total : 6100 Dovernet Fund	\$ 644,402	\$ 23,544	\$ 603,833	94.0%	\$ 40,569	\$ -	\$ 40,569	6.3%
Total : REVENUES	\$ 110,490,598	\$ 21,661,533	\$ 109,823,956	99.0%	\$ 666,642	\$ 4,731	\$ 661,911	0.6%



CITY OF DOVER

CITY COUNCIL – MINUTES

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

Deputy Mayor Carrier 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 Cheney moved to add the Legislative Liaison Report.

Deputy Mayor Carrier moved to add the Joint Building Committee – Dover High School and Regional CTC Report. He also mentioned that Item 12.C.1. will be referred to a vote on July 8, 2015. He said Items 13.C.1., 13.C.2., 13.C.3., and 13.C.4. will be referred to a public hearing on July 8, 2015.

Councilor Garrison moved to add a Planning Board Report.

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

Vote: 9/0.

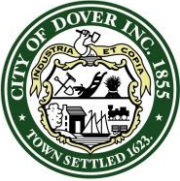
7. PUBLIC HEARINGS

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

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

B. IMPLEMENTING THE PROVISIONS OF RSA 79-E RELATIVE TO THE COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE PROGRAM SPONSORED BY MAYOR WESTON BY REQUEST

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



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 24, 2015**
Meeting Time: **7:00 pm**

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.

New Hampshire Senator David Watters, 19 Maple Street: He spoke about passing the budget and several other House Bills. He said it may be vetoed by the Governor because the budget as passed is unbalanced, and went over those areas with the Council.

Timothy Paiva, 4 Cailey Anna Lane, President of Seacoast Swimming Association and Jenny Thompson Aquatic Center: He spoke in favor of the resolution to support the reaffirmation of the Jenny Thompson Aquatic Center.

Jeffrey Brissette, 11 Fieldstone Drive: He spoke about the work on Tolend Road and the City Manager's problems with getting it completed and fixed the damages.

Donald Medbery, 3 Covered Bridge Lane: He spoke about the work on Tolend Road. He spoke about the lawsuit against the School Department and the incompetency of the School Department. He said the costs for the High School is too high and shouldn't be done at this time. He spoke about the Water Infiltration System not going to bid since 2000. He talked about the leak in the system. He spoke against the Aquatic Center. He spoke about the Children's Museum and said they were promised that the children in the City would not be charged.

Doreen Paiva, 4 Cailey Anna Lane, Treasurer of Seacoast Swimming Association: She spoke in favor of the resolution to support the Jenny Thompson Aquatic Center.

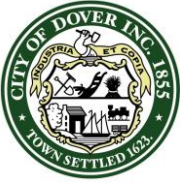
Brian Fischer, Owner of Earcraft Music: He spoke about the parking problems and closing of the loading dock for his business. He said he didn't get notice that this was going to happen. He talked about the plan and the need to be clear that the loading dock will remain. He also spoke about the resolution tonight and that it allows two parking spaces. He said that wasn't enough.

Jennifer Halstead, Fiddlehead Farms: She spoke in favor of the Aquatic Center.

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

9. CITY MANAGER'S REPORT

City Manager Joyal said he submitted his report in writing. He said the Community Services Department has found a major source of the water leak on Rutland Street, but they continue to look for other leaks. He said summer programs are underway. He reminded the citizens of the fireworks on July 4th, and other activities held during the day. He recognized the Youth 2 Youth yearbook. He answered questions about credit card use in the City. He spoke about the City Hall roof projects, and the City is researching options for the elevator vestibule. Councilor McManus asked about the water inflow and infiltration not going out to bid. City Manager Joyal said Wright Pierce is most qualified in the City's system. Councilor O'Connor asked why Earcraft Music wasn't given any notice.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 24, 2015**
Meeting Time: **7:00 pm**

City Manager Joyal said the contractor acted on eliminating parking without the City's consent. He said the resolution tonight amends the situation and restores the loading dock. Councilor O'Connor asked about two spaces and Mr. Fischer's comments that it wasn't enough.

Mayor Weston moved to suspend the rules to allow Mr. Fischer to address the Council; seconded by Councilor Cheney.
Roll Call Vote: 9/0.

Mr. Fischer said no one knew of this development. He said in the purchase and sales agreement from 17 years ago they were designated four parking spaces. He said he reduced it to three spaces a few years ago at the request of Parking Manager Bill Simons.

Mayor Weston said she will ask to have this resolution moved forward on the agenda to after the City Manager's Report.

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

Deputy Mayor Carrier moved to suspend the rules to move forward Item #13.B.3. and also to allow the businessman to speak; seconded by Councilor McManus.
Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item #13.B.3.; seconded by Councilor O'Connor.

Mayor Weston discussed resolving the parking and loading dock issue with the Council.

Assistant City Manager Parker gave an overview of the problem.

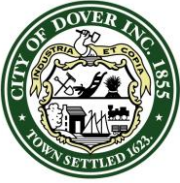
Mayor Weston asked about changing the spacing to 12 feet from 11 feet.

City Manager Joyal talked about the Council's role in allowing this. He said the Police Chief controls loading zones in the City. He said there was no purchase & sale agreement with the City.

Mr. Fischer said no one knew about this. He said 17 years ago he met with the police about purchasing the building. He said he can work with three spaces.

Mayor Weston said she felt the best solution is to expand the parking spaces a few feet.

Councilor Hooper moved to table to the resolution; seconded by Councilor Garrison.
Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 24, 2015**
Meeting Time: **7:00 pm**

10. APPROVAL OF MINUTES

- A. June 3, 2015 – Workshop**
- B. June 10, 2015 – Regular Meeting**

Deputy Mayor Carrier moved for the approval of the minutes; seconded by Councilor O'Connor. Councilor Cheney referred to the two resolutions going to a public hearings and said it should say moved to be referred to a public hearing. Mayor Weston asked for a vote on the amended minutes. Vote: 9/0.

11. MAYOR'S REPORT

Mayor Weston listed functions she attended: Elks Lodge's Flag Day ceremony, Dover High School graduation, Dover Adult Learning Center graduation, Legion Baseball Opening Day, opening day at the Hyder House, and Anna Munch's 100th birthday party at Bellamy Fields. She thanked Councilors McManus and Thibodeaux for volunteering for the Tri-city Coalition. Deputy Mayor Carrier moved to accept the Mayor's Report; seconded by Councilor Thibodeaux. Vote: 9/0.

Deputy Mayor Carrier moved to suspend the rules to move #13.B.2. to this point on the agenda; seconded by Councilor O'Connor. Roll Call Vote: 9/0.

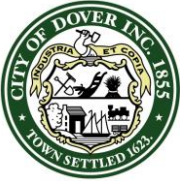
Deputy Mayor Carrier moved for the adoption of Item #13.B.2.; seconded by Councilor Garrison. Councilor Cheney said she met with the Paivas and liked the idea of a pool since the public pools are so crowded, but didn't support this resolution. Vote: 8/1; Passed. Councilor Cheney was opposed.

12. UNFINISHED BUSINESS

- A. ORDINANCES IN THE 2ND READING**
- B. ORDINANCES IN THE 3RD READING**
- 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, WITH A VOTE TO OCCUR ON JULY 8, 2015))**
SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved to refer the vote to July 8, 2015; seconded by Councilor O'Connor. Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 24, 2015**
Meeting Time: **7:00 pm**

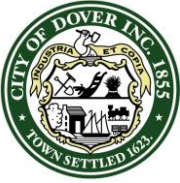
**2. IMPLEMENTING THE PROVISIONS OF RSA 79-E RELATIVE TO THE
COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE PROGRAM
SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved for its adoption; 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.

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



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 24, 2015**
Meeting Time: **7:00 pm**

COMMITTEE REPORTS

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

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

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

Councilor Cheney pulled Items #13.A.5., 13.A.7., and the Legislative Liaison Report.

Councilor Garrison pulled the Planning Board Report.

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

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

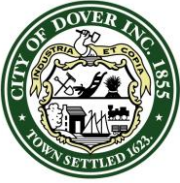
Deputy Mayor Carrier moved for the adoption of Item #13.A.5.; seconded by Councilor Cheney. Deputy City Manager Steele gave an overview of the construction project to the Council.
Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item #13.A.7.; seconded by Councilor Cheney.
Roll Call Vote: 9/0.

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

Councilor Garrison gave an overview of the Planning Board Report to the Council, which covered the 19 Zoning amendments. He said it will be going to a third public hearing before the Planning Board.

Deputy Mayor Carrier moved to accept the Planning Board Report; seconded by Councilor Garrison.
Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 24, 2015**
Meeting Time: **7:00 pm**

Councilor Cheney read a statement about the passage of the New Hampshire State budget to the Council as the Legislative Liaison Report.

City Manager Joyal gave an overview of the impact of the New Hampshire State budget on Dover. He said the Council may have to address the City's budget to make amendments for estimates that were put in the budget which may not occur, or it will be pass on to the Dover taxpayers by the Department of Revenue if nothing is done.

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

Vote: 9/0.

Deputy Mayor Carrier asked for applications from citizens to volunteer on the Recreation Advisory Board.

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

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

Vote: 9/0.

B. RESOLUTIONS

1. FISCAL YEAR 2015 TRANSFER OF APPROPRIATION – GENERAL FUND SPONSORED BY MAYOR WESTON BY REQUEST

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

Roll Call Vote: 9/0.

2. REAFFIRMATION OF SUPPORT FOR JENNY THOMPSON AQUATIC CENTER PUBLIC/PRIVATE PARTNERSHIP PROJECT SPONSORED BY MAYOR WESTON BY REQUEST

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

3. FIRST STREET LICENSE AGREEMENT AMENDMENT SPONSORED BY MAYOR WESTON BY REQUEST

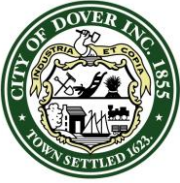
Moved up on the agenda to follow City Manager's Report.

4. GRANITE STATE INDEPENDENT LIVING PAYMENT IN LIEU OF PROPERTY TAX AGREEMENT SPONSORED BY MAYOR WESTON BY REQUEST

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

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

Roll Call Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 24, 2015**
Meeting Time: **7:00 pm**

C. ORDINANCES IN 1ST READING

**1. CHAPTER 166 – ARTICLE I GENERAL PROVISIONS
(TO BE REFERRED TO A PUBLIC HEARING ON JULY 8, 2015)
SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved to refer to a Public Hearing on July 8, 2015; seconded by Councilor Garrison.
Vote: 9/0.

**2. CHAPTER 166 – SECTION 38 SUBSECTION J
(TO BE REFERRED TO A PUBLIC HEARING ON JULY 8, 2015)
SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved to refer to a Public Hearing on July 8, 2015; seconded by Councilor O'Connor.
Vote: 9/0.

**3. CHAPTER 166 – SECTION 57 SCHEDULE J
(TO BE REFERRED TO A PUBLIC HEARING ON JULY 8, 2015)
SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved to refer to a Public Hearing on July 8, 2015; seconded by Councilor Garrison.
Vote: 9/0.

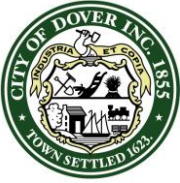
**4. CHAPTER 166 – SECTION 59 SCHEDULE L
(TO BE REFERRED TO A PUBLIC HEARING ON JULY 8, 2015)
SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved to refer to a Public Hearing on July 8, 2015; seconded by Councilor Garrison.
Vote: 9/0.

14. COUNCIL CORRESPONDENCE

- A. Letter from Cathryn Oakley, Legislative Counsel, State and Municipal Advocacy, dated May 21, 2015.**
- B. Letter from Stan Robbins.**

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



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 24, 2015**
Meeting Time: **7:00 pm**

15. COUNCIL MATTERS OF INTEREST

Deputy Mayor Carrier asked for the outside legal opinion on the resolution regarding the General Legal Counsel reporting directly to the City Council to become public.

Councilor Cheney said a resolution should be drawn and presented to the Council.

Deputy Mayor Carrier said it was Restaurant Week.

Councilor Thibodeaux said she will be holding a Coffee with a Councilor session on Saturday.

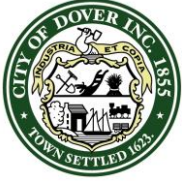
Councilor Cheney said she will be holding a citizen meeting tomorrow night at the Riverside Rest Home. She said they will be discussing the petitions for the Charter amendments.

Councilor Gagnon reminded the public that the Farmers' Market is now open.

16. ADJOURNMENT

Deputy Mayor Carrier moved to adjourn; seconded by Councilor O'Connor.

Vote: 9/0.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.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.

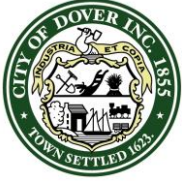
SIDEWALK – That portion of a ~~P~~ublic ~~H~~ighway between the edge of the traveled way and the limit of the public right-of-way, laid out as such by the City or reserved by custom for the use of pedestrians.

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#: 12.A.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:

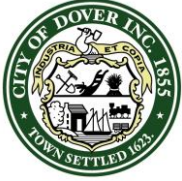
First Reading Date: 06/24/2015	Public Hearing Date: 07/08/2015
Approved Date:	Effective Date:

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.		

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#: 12.A.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.

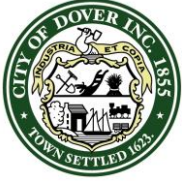
2. AMENDMENT

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#: 12.A.2.

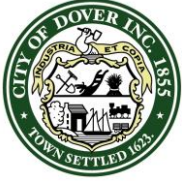
Ordinance Number: **O-2015.06.24 – 014**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Section: **38**

- 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#: 12.A.2.

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

DOCUMENT HISTORY:

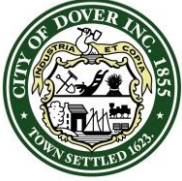
First Reading Date: 06/24/2015	Public Hearing Date: 07/08/2015
Approved Date:	Effective Date:

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.		

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#: 12.A.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

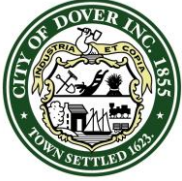
Chapter 166 entitled "Vehicles and Traffic" is hereby amended by revising Section 166-57 SCHEDULE J: Limited Time. as follows:

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~~ 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



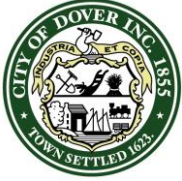
CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.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

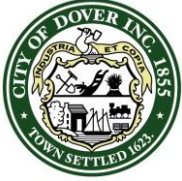
Agenda Item#: 12.A.3.

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>



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.3.

Ordinance Number: **O -2015.06.24 – 015**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
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:

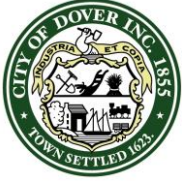
<u>STREET</u>	<u>LOCATION</u>
Green Street	2 spaces on northerly side in front of Waldron Towers

- 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 sStreet to River Street



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.3.

Ordinance Number: **O -2015.06.24 – 015**
Ordinance Title: **Vehicles and Traffic**
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

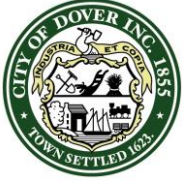
- H. In accordance with the provisions of 166-22, it shall be unlawful for the owner or operator of any ~~motor V~~vehicle to park ~~or allow to be parked any motor vehicle~~ for more than three (3) hours in the following described locations: [Amended on 10-08-08 by Ord. No. 2008.09.24-12]

<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#: 12.A.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: 06/24/2015	Public Hearing Date: 07/08/2015
Approved Date:	Effective Date:

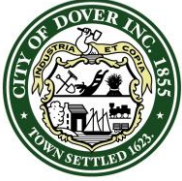
DOCUMENT ACTIONS:

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.		

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#: 12.A.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.

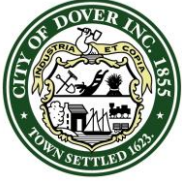
3. AMENDMENT

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

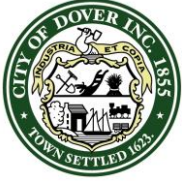
CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.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

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.4.

Ordinance Number: **O -2015.06.24 – 016**
Ordinance Title: **Vehicles and Traffic**
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

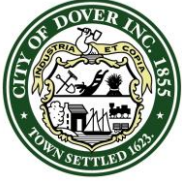
AUTHORIZATION

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#: 12.A.4.

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

DOCUMENT HISTORY:

First Reading Date: 06/24/2015	Public Hearing Date: 07/08/2015
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.		

ORDINANCE BACKGROUND MATERIAL:

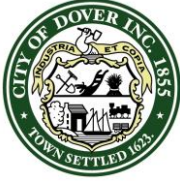
Re: Chapel Street

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.



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.

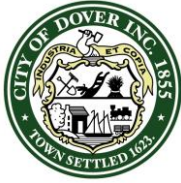
NOTE: This resolution requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after the public hearing.

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: July 1, 2015

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

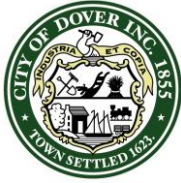
Resolution Number: **R – 2015.06.10 – 076**
Resolution Re: Dover LED Indoor Pool Lighting Upgrade (B15021) and
Authorization for Financing

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:

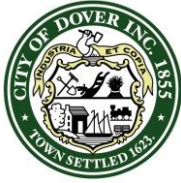
Description	General Fund
FY16 City Prior Authorizations	4,085,059
This Authorization	31,990
FY16 Debt Retirement	<u>4,556,523</u>
Net Change	<u>(439,474)</u>

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: X Owner Renter

Customer will own Smart Start measure(s): X 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

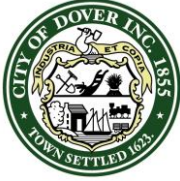
Customer Name <i>Dover Recreation</i>	Electric Account Number <i>56-623751021</i> <i>606502001 (Site)</i>	Rate <i>G</i>	Application Number <i>115102</i>
Facility Address	City	State	Zip Code
Service Location Identification <i>Indoor Pool</i>	Email <i>g.bannon@Dover.nh.gov</i>		
Mailing Address (if different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

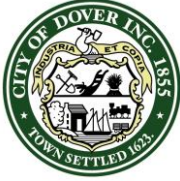
Resolution Number: **R – 2015.06.24 - 87**

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#: 12.C.2.

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:

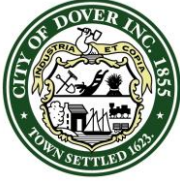
Public Hearing Date:

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#: 12.C.2.

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.

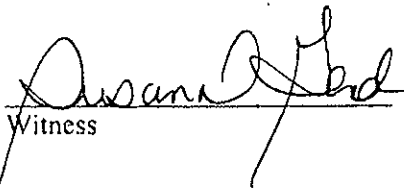
11. Other Matters. The Parking Areas subject to this License are provided to the Licensees in "as is", "where is" and with all faults as to their physical condition. This License is subject to any and all matters of record pertaining to the Parking Areas. This License was authorized by the Dover City 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.

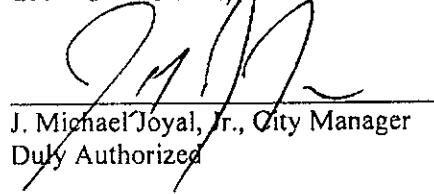
[SIGNATURES TO FOLLOW]

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

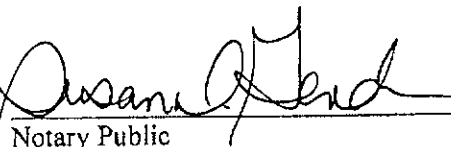

Witness

By:

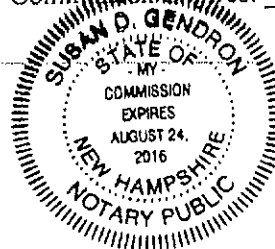

J. Michael Joyal, Jr., City Manager
Duly Authorized

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

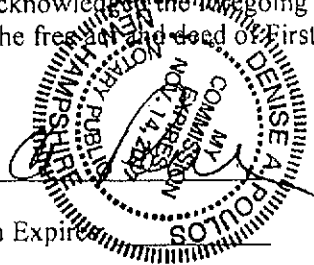
On this, the 17 of _____, 2014, before me, the undersigned Officer, personally appeared David K. Bamford who acknowledge himself to be a Manager of First Street at Garrison, LLC, a New Hampshire limited liability company and executed the foregoing instrument for the purposes contained herein and acknowledged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

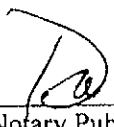
On this, the 17 of July, 2014, before me, the undersigned Officer, personally appeared Kevin McEneaney, who acknowledge himself to be a Manager of First Street at Garrison, LLC, a New Hampshire limited liability company and executed the foregoing instrument for the purposes contained herein and acknowledged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

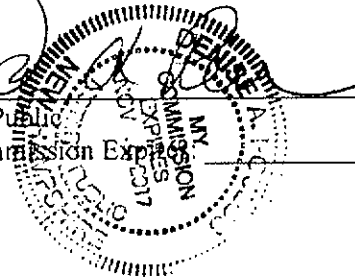

Notary Public
My Commission Expires



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

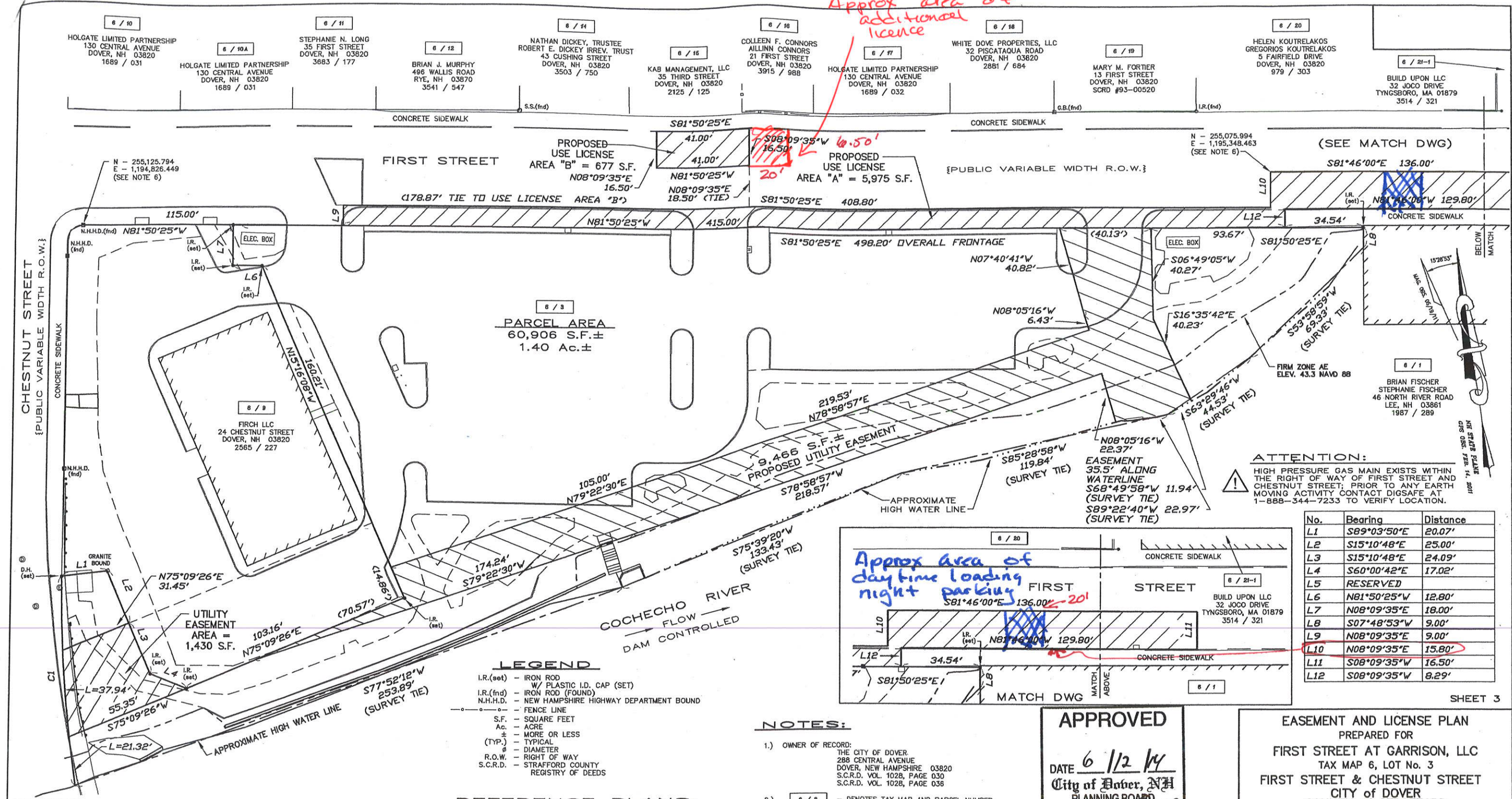
EASEMENT AND LICENSE PLAN

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.



No.	Central Angle	Radius	Arc Length	Chord Length	Chord Bearing
C1	09°12'55"	572.00	92.00	91.90	N03°40'20"E

NO.	DATE	DESCRIPTION	BY	CHK
3	5/1/14	REVISE PER PLANNING BOARD CONDITIONS OF APPROVAL	RJM	KMM
2	2/19/14	REVISE PER PLANNING DEPT. COMMENTS	RJM	KMM
1	2/4/14	REVISE PER TRC REVIEW AND COMMENT	RJM	KMM

NO.	DATE	DESCRIPTION	BY	CHK
13-1924	EASEMENT	11-01	1-41	
PROJECT NO	TYPE	FIELDBOOK & PAGES		

LOCATION PLAN
(NO SCALE)

- LEGEND**
- I.R.(set) - IRON ROD
 - I.R.(fnd) - IRON ROD (FOUND)
 - N.H.H.D. - NEW HAMPSHIRE HIGHWAY DEPARTMENT BOUND
 - - - 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 M/1/1, PARCEL P/1/1 - DOWNTOWN DOVER No. 1 URBAN RENEWAL PROJECT, DOVER, NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: APRIL 29, 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, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: MAY 19, 2011; BY: McENEANEY SURVEY ASSOCIATES, INC. NOT RECORDED.
 - 4.) 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, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: MAY 24, 2013; BY: McENEANEY SURVEY ASSOCIATES, INC. NOT RECORDED.

- NOTES:**
- 1.) OWNER OF RECORD: THE CITY OF DOVER, 288 CENTRAL AVENUE, DOVER, NEW HAMPSHIRE 03820. S.C.R.D. VOL. 1028, PAGE 030. S.C.R.D. VOL. 1028, PAGE 036.
 - 2.) 6/8 - 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 (SFHAs) SUBJECT TO INUNDATION BY THE 1 PERCENT ANNUAL CHANCE FLOOD, ZONE AE (BASE FLOOD ELEVATIONS DETERMINED); AND AREAS DETERMINED TO BE INSIDE THE 0.2 PERCENT ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 330145, PANELS 0310 & 0330, SUFFIX D; MAP NUMBERS 33017C0310D & 33017C0330D, EFFECTIVE DATE: MAY 17, 2005.
 - 6.) BASIS OF BEARINGS IS NH STATE PLANE GRID FROM GPS OBSERVATION TAKEN ON FEBRUARY 14, 2011. VERTICAL DATUM IS NAVD88.

APPROVED

DATE 6/12/14

City of Dover, NH
PLANNING BOARD

"I HEREBY CERTIFY THAT THIS PLAN, BASED ON AN ACTUAL SURVEY, WAS PREPARED WITH A TOTAL STATION BY ME OR UNDER MY DIRECT SUPERVISION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT COMES WITHIN 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 WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN." (RSA 676:18)

DATE: / KEVIN M. McENEANEY LLS # 661

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

DRAWN BY: RJM FILE: VR CP\1924\13-1924 SD
SCALE: 1" = 20' DATE: JANUARY 2, 2014

Mceneaney Survey Associates, inc.

P.O. Box 681 - 24 CHESTNUT STREET
DOVER, NH 03820 (603) 742-0911

SURVEYING - PLANNING - CONSULTING

No.	Bearing	Distance
L1	S89°03'50"E	20.07'
L2	S15°10'48"E	25.00'
L3	S15°10'48"E	24.09'
L4	S60°00'42"E	17.02'
L5	RESERVED	
L6	N81°50'25"W	12.80'
L7	N08°09'35"E	18.00'
L8	S07°48'53"W	9.00'
L9	N08°09'35"E	9.00'
L10	N08°09'35"E	15.80'
L11	S08°09'35"W	16.50'
L12	S08°09'35"W	8.29'



**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: Dover Little Green Football, Inc

Federal Tax ID number for Organization: 20-4182629

Check (☒) Nature of Organization:

Religious _____, Educational _____, Charitable ☒, Civic _____, Sports _____, Veterans _____, Fraternal or Political _____, Other _____
(Describe) Provide Youth football for Grades 7 & 8

Contact Person: Dave Akridge Day Time Telephone: 603-781-4453

Address: 38 Watson Rd Dover NH Email Dave.Akridge@greatamericanhg.com

Purpose of Permit: Cash Calendar

Date of Event: Month of October Specific Time: Daily Drawing

Location of Event: Parking lot of Alternative School - Daily 4:30pm

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

Prize (s) To Be Awarded: Various Cash Prizes

Cost of Ticket: \$5 Date of Drawing: Daily - Month of October

Place of Drawing: Parking lot of Alternative School - Daily 4:30pm

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

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

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

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

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

Police Department Block Party Approval Signature: _____

Printed Name: _____

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

SIGNATURE OF APPLICANT: DATE: 6/16/15

PRINTED NAME: David Akridge (dually authorized)

Licensing Board Approval Date: 6/18/15



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: Seymour Osman Community Center

Federal Tax ID number for Organization: 01-0694632

Check (☒) Nature of Organization:

Religious____, Educational____, Charitable____, Civic ☒, Sports____, Veterans____, Fraternal or Political____, Other____

(Describe) non-profit organization providing services to residents of Dover Housing Authority.

Contact Person: Stacey Krams Day Time Telephone: 749-6692

Address: 40 Hampshire Circle, Dover Email skrams@doverhousingauthority.org

Purpose of Permit: 3-on-3 basketball tournament + T-shirt-Tuck fundraiser

Date of Event: 7/26/15 Specific Time: 7:00 am - 7:00 pm

Location of Event: Woodman Park School 11 Towle Ave, Dover

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

Prize (s) To Be Awarded: various raffle items

Cost of Ticket: _____ Date of Drawing: 7/26/15

Place of Drawing: at the event (Woodman Park)

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

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

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

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

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

Police Department Block Party Approval Signature: _____

Printed Name: _____

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

SIGNATURE OF APPLICANT: Stacey Krams DATE: 6/26/15
(duly authorized)

PRINTED NAME: Stacey Krams

Licensing Board Approval (Signature) Date: 6/26/15



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

Check(☒) the type of application:

RAFFLE* _____, TAG* X, BLOCK PARTY** _____,

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

Organization Name: Dover Little Green Football, Inc
Federal Tax ID number for Organization: 20-4182629

Check (☒) Nature of Organization:

Religious _____, Educational _____, Charitable ☒, Civic _____, Sports _____, Veterans _____, Fraternal or Political _____, Other _____
(Describe) Provide Youth football for Grades 7 & 8

Contact Person: David Akridge Day Time Telephone: 603-781-4453

Address: 38 Watson Rd Email: Dave.Akridge@greatamericansh.com

Purpose of Permit: Taxing

Date of Event: August 14 & 15th Specific Time: 4 - 8 pm

Location of Event: Various Businesses in Dover Area with permission of same

*****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.doi.nh.gov/charitable-trusts/fag.htm>

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

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

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

Police Department Block Party Approval Signature: _____

Printed Name: _____

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

SIGNATURE OF APPLICANT: [Signature] DATE: 6/16/15

PRINTED NAME: David Akridge (duly authorized)

Licensing Board Approval [Signature] Date: 6/18/15

CITY OF DOVER
15 JUN 15 11:09



APPLICATION CITY OF DOVER, NEW HAMPSHIRE

RAFFLE*.....TAG*.....PARADE**..... BLOCK PARTY**..... ROAD TOLL***.....

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

Organization Name: Dover Youth Football

Federal Tax ID number for Organization: 20-1507167

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

Contact Person: Jennifer York Day Time Telephone: (603) 749-4328 (603)

Address: 19 Reyners Brook Email Address: cj.york@comcast.net 498-8740

Purpose of Permit: tagging

Date of Event: 9/10, 9/11, 9/12 Specific Time: (9/10 4p-8p) (9/11 4p-8p) (9/12 8am-6p)

Location of Event: various local businesses

(Raffle Permit only)

Prize (s) To Be Awarded: _____

Amount of Donation: _____ Date of Drawing: _____ Specific Time: _____

Place of Drawing: _____

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

** NOTE: ALL REQUESTS FOR PARADE PERMITS AND BLOCK PARTIES MUST HAVE PARADE ROUTE APPROVED BY THE POLICE DEPT. BEFORE GOING ON THE COUNCIL AGENDA

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

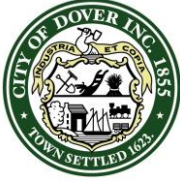
I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT.

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

Signature: Jennifer York DYF Date: June 11, 2015

Licensing Board approval: [Signature] Date: 6/18/15

Revised 03/17/08



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2015.07.08 – 089**

Resolution Re: B15049B One Ton Pick Up Truck Fire & Rescue

WHEREAS: A Sealed Request for Bid B15049 was issued and received for the purchase of a one ton pickup truck for the Fire and Rescue Department on March 11, 2015 at 11:00 am; and

WHEREAS: Three vendors submitted pricing on various make and model trucks. None met the Gross Vehicle Weight specified in the bid of 10,700lbs so offers were rejected and bid B15049B was resented. The vehicle is a pickup truck with a skid unit that slides in the back of the vehicle and is removed during the colder months. This unit weighs approximately 10,000 lbs. so GVW is important; and

WHEREAS: One reply was received which met specifications of the bid. The offer deemed most advantageous for the city was submitted by Grappone Ford for a 2016 Ford F350XL Super Cab 4x4 in the amount of \$30,401.00.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Grappone Ford for one 2016 Ford F350 XL Super Cab in the amount not to exceed \$30,401.00. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
4016.1.220.42220.4742.02273.16	F&R Vehicle Replacement	47,500	47,500

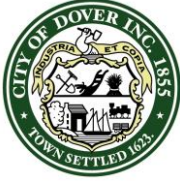
AUTHORIZATION

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 – 2015.07.08 – 089**

Resolution Re: B15049B One Ton Pick Up Truck Fire & Rescue

DOCUMENT HISTORY:

First Reading Date:

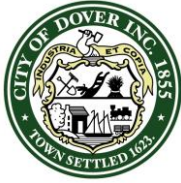
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2015.07.08 – 089**

Resolution Re: B15049B One Ton Pick Up Truck Fire & Rescue

RESOLUTION BACKGROUND MATERIAL:

FY16 CIP approved a staff vehicle replacement of the 2002 Chevy Tahoe to ensure the safety and reliability of the fleet. The 2002 is a front line emergency vehicle that has been in service for 15 years and has over 100,000 miles on it.

Bid Information:

Request for Bid B15049B: one new 1 ton pickup with extended cab, GVW exceeds 10,000 4 wheel drive and a 6.75' bed.

Award Information:

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

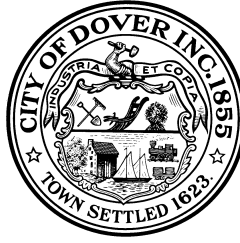
Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	101	Number of Responses:	1
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until delivered	Estimated Delivery:	As needed
Recommended Award to:	Grappone Ford	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 –B15049B Bid Results

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

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



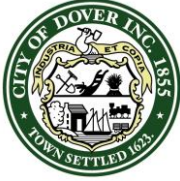
288 Central Avenue
Dover, New Hampshire 03820-4169

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

City of Dover, New Hampshire
OFFICE OF THE FINANCE DIRECTOR

RESULTS #B15049B
One Ton Pickup Truck

<i>Vendor</i>	<i>Vehicle</i>	<i>Cost</i>
Grappone Ford Rte 3A Concord NH	2016 Ford Super Duty F350 XL	\$30,401



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R - 2015.07.08 - 090**

Resolution Re: B15063 Catch Basin Cleaning Services

WHEREAS: The sealed request for Bid #B15063 was solicited and received on June 10, 2015 @ 11:30am for catch basin cleaning services, and;

WHEREAS: One bid reply was received from Shoem Roadway of Berwick ME at the rate of \$110 per hour for a minimum of an eight hour day totaling \$880.00 per day. The estimated basins per day to be cleaned are 15-30 with 1-2 man crew using Vactor equipment as requested in bid. Total estimated expenditure is \$40,000.

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

The Purchasing Agent is hereby authorized to issue a purchase order to Shoem Roadway of Berwick ME for catch basin cleaning services given the rates provided in conjunction with bid B15063. 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
1000.1.300.43155.4443.0000.0000	Rental of Equipment	40,000.00	40,000.00

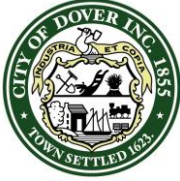
AUTHORIZATION

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 - 2015.07.08 - 090**

Resolution Re: B15063 Catch Basin Cleaning Services

DOCUMENT HISTORY:

First Reading Date:

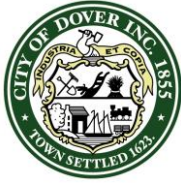
Public Hearing Date:

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.6.

Resolution Number: **R - 2015.07.08 - 090**

Resolution Re: B15063 Catch Basin Cleaning Services

RESOLUTION BACKGROUND MATERIAL:

The City of Dover, NH has over 2,000 catch basins in its storm water drainage system. The Community Services Department is responsible for the operation and maintenance of the storm water system.

The City's has identified a qualified vendor to come in during summer of 2015 to clean as many catch basins as possible, not to exceed total funding estimated at \$40,000.00. The City will provide the selected contractor with a map of the storm water system and indicate which structures are to be cleaned. The vendor will be allowed to leave his equipment at the Dover Public Works Facility on Mast Road to help facilitate timely daily operational activities. Work to be completed by October 31, 2015.

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.

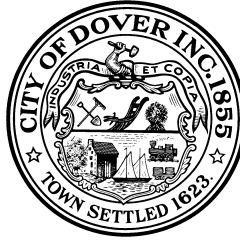
Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	60	Number of Responses:	1
Warranty:	NA	Terms:	Net 30, FOB Dover
Work Bonded:	NA	Contract:	Yes
Prices will hold for:	October 31, 2015	Estimated Delivery:	As needed
Recommended Award to:	Shoem Roadway	Fund:	General Fund
Other Approvals Required:	No	References Checked:	Yes. 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 – B15063 Bid Results
Exhibit B – B15063 Draft Contract Documents

DANIEL R LYNCH
Interim 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
Catch Basin Cleaning Services
#B15063

<i>Vendor</i>	<i>Daily Rate 8 hr minimum</i>	<i>Hourly Rate</i>	<i>Equipment</i>	<i>Estimated basin per day to be cleaned</i>	<i># of workers</i>
Shoem Roadway Svs PO Box 312 So Berwick ME	\$880	\$110	2005 Vactor 2100 10 yard	15-30	1-2



CITY OF DOVER

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

[STANDARD CITY] AGREEMENT

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

1. **Purpose.** This Agreement refers to and incorporates the provisions of a Request for Proposal RFP #B_____ entitled "_____" issued by the City of Dover. Specifically, this Agreement is to provide (*insert description of the project*)
2. **Agreement Documents.** The Agreement shall include and consist of the following documents (the "Agreement Documents"):
 - a. Agreement (5 pages);
 - b. RFP #B_____ issued by the City of Dover;
 - c. Reply of the Vendor dated _____.
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. The term of services_____.
6. **Cost and Payment.** The City of Dover shall pay the Vendor an amount not to exceed _____ DOLLARS (\$ _____) 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 and amounts owed.



CITY OF DOVER

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

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.

7. **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



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
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associates, or any of them. This covenant shall survive the termination of this Agreement.

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



CITY OF DOVER

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

17. **Review.** The parties to this Agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.
18. **Personnel.** The Vendor shall at its own expense provide all personnel necessary to perform the work under this Agreement. The Vendor warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.
19. **Assignment/Delegation/Subcontracts.** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the City of Dover. None of the services shall be subcontracted by the Vendor without the prior written consent of the City of Dover.
20. **Contractor's Relation to the City of Dover.** In the performance of this Agreement the Vendor is in all respects an independent contractor and is neither an agent nor an employee of the City of Dover.
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, City Manager
288 Central Avenue
Dover, NH 03820

To Vendor

25. **Severability.** In the event any of the provisions of this Agreement are held by a



CITY OF DOVER

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

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

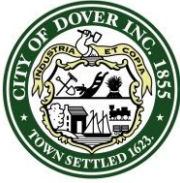
, Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

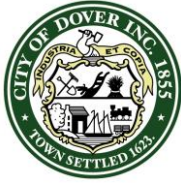
Agenda Item#: 13.B.1.

Resolution Number: R – 2015.07.08 – 091
Resolution Re: #B13031 CO#7 Additional Scope of Work on Tolend Road Reconstruction American Excavation Corporation (AEC)

- WHEREAS: The sealed bid #B13031 was requested and received for the reconstruction of Tolend Road on January 7, 2013; and
- WHEREAS: The contract was awarded to American Excavation Corporation (AEC) of Derry, New Hampshire in the total amount of \$3,906,846.50; and
- WHEREAS: The reconstruction of Tolend Road began in 2013; and
- WHEREAS: AEC was subsequently awarded a cost proposal to continue the work onto Watson Road in the amount of \$1,433,521.50 (CO#6), which was approved on August 13, 2014 bringing the current total contract price to \$5,339,918.50; and
- WHEREAS: During early 2014 issues with the base coat of pavement on Tolend Road were first noted, including center line and wheel path cracking and pavement rutting. Subsequent investigations noted issues with the base coat asphalt and to date the final wearing course of pavement has not been placed due to these issues and ongoing review; and
- WHEREAS: The City retained Underwood Engineers to review the issues with Tolend Road, and it issued a Technical Memorandum dated January 7, 2015 that recommended certain steps be taken to address the defective issues with Tolend Road, including, but not limited to crack sealing, installation of fabric, and additional pavement thickness in the wearing course throughout the length of the road; and
- WHEREAS: Since issuance of the Technical Memorandum earlier this year the parties have engaged in discussions concerning implementation of the Underwood Engineers' recommendations; and
- WHEREAS: In order to resolve any potential dispute between the parties concerning the condition of the road, the cause thereof, and the necessary work, the City and AEC have negotiated a change order (CO#7) to implement the recommendations of the Underwood Engineers' memorandum and to finish the reconstruction of Tolend Road this summer; and
- WHEREAS: AEC shall bear responsibility for implementing CO#7 and for the costs associated therewith, with the exception of a \$65,000.00 contribution toward CO#7 from the City's existing contract contingency line item; and
- WHEREAS: The current total contract price shall not be increased by this change order.

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

That the purchasing agent is hereby authorized to issue an amendment to the purchase order to American Excavation Corporation of Derry, NH, in an amount not to exceed \$65,000.00 from the contract contingency line item for the additional services provided in



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: R – 2015.07.08 – 091

Resolution Re: #B13031 CO#7 Additional Scope of Work on Tolend Road Reconstruction American Excavation Corporation (AEC)

Change Order #7. The amount of this authorization shall be limited so as not to exceed available funding.

AND BE IT FURTHER RESOLVED:

That the City Manager, or designee, is hereby authorized to finalize a change order with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

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:

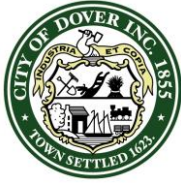
DOCUMENT ACTIONS:

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.		

Document Created by: Legal
Document Posted on: July 1, 2015

**R_2015.07.08 #B13031 CO#7 Additional Scope of Work
on Tolend Road Reconstruction**

Page 2 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: R – 2015.07.08 – 091

**Resolution Re: #B13031 CO#7 Additional Scope of Work on Tolend
Road Reconstruction American Excavation
Corporation (AEC)**

RESOLUTION BACKGROUND MATERIAL:

See draft CO#7 attached hereto.

CHANGE ORDER

ORDER NO.: 7

DATE: June 25, 2015

AGREEMENT DATE: February 13, 2013

NAME OF PROJECT: Tolend Road Reconstruction (B13031)

OWNER: City of Dover, New Hampshire (City)

CONTRACTOR: American Excavating Corporation (AEC)

The following changes are hereby made to the CONTRACT DOCUMENTS:

Reason for Change Order:

The Tolend Road base pavement was placed in May - November, 2013. In January 2014, centerline and in-lane pavement cracking and rutting defects were identified. As a result of subsequent field inspections and testing certain pavement deficiencies were noted

The pavement problems were reviewed over the winter of 2014 with additional observations and testing by AEC through John Turner Consulting (JTC, Feb. 18, 2014) and through AEC's paving subcontractor, Brox Industries, Inc. (Cardno ATC, August 6, 2014).

Based upon information accumulated over the winter and spring, in a letter dated July 3, 2014, CMA Engineers concluded the pavement cracking is defective work and assigned AEC the responsibility for repair to the City's satisfaction. The defective work is further defined in the Underwood Engineers' *Technical Memorandum, January 7, 2015, Tolend Road Peer Review, Dover, New Hampshire by Underwood Engineers (UE)*, and includes pavement between STA 101+25 and 265+50. AEC has disputed the extent to which AEC may be responsible for the costs associated with the recommended repair.

A draft Change Order was prepared in September, 2014 to address the defective work. After initial review of the Change Order by the City (under General Conditions, Section 00300 F. Inspection) the City engaged independent third party engineers, testing consultants and paving experts to prepare a peer review study of the impacted roadway sections and determine if any additional measures are necessary prior to placing the final wearing course, as detailed in *Technical Memorandum, January 7, 2015, Tolend Road Peer Review, Dover, New Hampshire by Underwood Engineers (UE)*. The UE study included review of Plans, Specifications, Submittals, Testing, Construction Records, Pavement Placement Phases, Pavement Thickness, Subsurface Investigations, Pavement Sampling and Material Testing and Engineering Evaluation of the Pavement Structure. From analysis of pavement samples, the asphalt contents at several locations were determined to be below targeted content; and more than half of pavement core samples contained aggregate fines which failed the mixture gradation tolerance for fines content. Performance Grade of the samples was determined to be stiffer (more brittle) than anticipated. From UE/Daniel, Appendix A: *"A combination of factors that includes lower asphalt content, higher*

finer content, and stiffer asphalt cement has likely created a more brittle asphalt mixture in the binder layer.” (More complete documentation of these problem conditions is included in the full UE report).

To address the deficient pavement conditions, in addition to shim pavement, the UE study recommends thicker surface pavement layer depths to compensate for the brittle pavement mix, to mitigate pavement cracking and to result in similar overall structural performance to that which was originally designed and approved via contract submittals. Other modifications include a wearing course job mix formula of 50 GYR, and other repairs to address “ride” and drainage prior to placement of the surface course pavement. The results of this study, in conjunction with review by City Staff and CMA Engineers, form the basis of the following implementation plan for base pavement repairs and overlay pavement thicknesses from project stations 101+25 through 265+50.

Implementation:

The City and AEC mutually agree to resolve their disagreements over required repairs to the work, with respect to each other, by executing this Change Order to include and execute the following work as part of the contract:

- 1) Route and seal (with Crafc0 Roadsaver 231 and Fiber Asphalt 519) existing cracks in existing base pavement. (Authorized by the City and installed in November, 2014 at Contractor’s cost.)
- 2) The City shall take reasonable steps in its discretion and in accordance with applicable law to manage and/or reduce heavy truck traffic on Tolend Road until mitigation efforts are complete and final structural overlays are installed. (The City banned certain truck traffic effective February 2015.)
- 3) Based on the additional assessment and review of the areas paved in 2013 for identification of any additional defects which may have occurred between September 2014 and Spring 2015, conducted in May 2015 by Underwood Engineers, certain areas in Phase IIIA and Phase IV where alligator cracking and wheel path deterioration has occurred will be cut and patched (gravels to be inspected and repaired if necessary prior to pavement overlay).
- 4) As offered in the Brox letter of May 15, 2014, provide and install 12” wide Petrotac paving fabric, or wider fabric where suitable (following shop drawing approval), at Contractor’s cost and per manufacturer’s specifications and recommendations on center line cracks and other miscellaneous cracks.
- 5) Route and seal (with Crafc0 Roadsaver 231 and Fiber Asphalt 519, or equivalent approved materials) remaining cracks in existing base pavement at Contractor’s cost.
- 6) Place shim pavement to establish crown and eliminate rutting.
- 7) The City to compensate AEC full contract value up to 5” of Hot Bituminous Pavement, Machine Method (HBP) over the length and width of the proposed roadway as described or amended in the contract documents (base course of 3.5” and surface course of 1.5”). AEC shall provide quantities of HBP required to mitigate or correct defects above the yield, based upon 5” depth (as set forth in paragraph 8).
- 8) Following installation of paving fabric, crack sealing, and shimming, install surface course pavement to the following total depths for the below referenced 2013 paving phases (working project west to east). Surface course to be 50 gyration 12.5mm mix, to be submitted and approved:

Phase IIB	1.75" (additional 0.25" from original contract)
Phase IIA	2.00" (additional 0.5" from original contract)
Phase I	2.00" (additional 0.5" from original contract)
Phase IIIA	2.50" (additional 1.00" from original contract)
Phase IIIB	2.00" (additional 0.5" from original contract)
Phase IV	2.00" (additional 0.5" from original contract)
Phase VII	2.00" (additional 0.5" from original contract)
Phase V	2.00" (additional 0.5" from original contract)
Phase VI	1.75" (additional 0.25" from original contract)
Phase VIII	1.75" (additional 0.25" from original contract)

- 9) AEC shall provide additional quality assurance testing (JTC) during pavement placement, including:
 - a) Field Testing of HBP as it is being placed (Temperature (ambient/mix), Yield Calculations, etc.).
 - b) Confirmation of virgin asphalt and RAP sources.
 - c) Batch plant testing during pavement operations to confirm adherence to approved shop drawings.
 - d) Additional confirmation sampling and testing of HBP for every 2,000 tons placed.
- 10) To back additional pavement elevations, provide and install additional shoulder gravel.
- 11) Provide and install additional driveway pavement to match revised wearing course pavement.
- 12) Attached hereto and incorporated herein are *Estimated Pavement Remediation Quantities* prepared by CMA Engineers. These are estimates only and meeting the intent of the repair may require additional quantities.

Change to Contract Price

Original Contract Price: \$3,906,846.50

Current Contract Price adjusted by previous CHANGE ORDERS: \$5,339,918.50

The Contract Price due to this CHANGE ORDER will include \$65,000.00 to be drawn from the existing Contract contingency item (Contract Item 57 & 66) as the City's contribution to completion of this Change Order.¹

The new Contract Price including this CHANGE ORDER will be \$5,339,918.50 (with \$65,000.00 payment out of the contract contingency item per above).

Change to Contract Time

The above measures, including final wearing course paving and all other contract work, to be substantially completed by no later than August 21, 2015.

¹ As between the Contractor and the City, the Contractor is responsible for all costs associated with this Change Order except for the \$65,000.00 to be drawn from the Contract contingency item, which shall be the responsibility of the City. The costs to the City for all work required by this Change Order are fully addressed with the increased payment to AEC from the Contract contingency item. With this Change Order #7, the City and AEC agree, as to each other, that there will be no additional or future claims for compensation associated with the work outlined herein.

Approvals Required:

To be effective this CHANGE ORDER must be approved by both the OWNER and the CONTRACTOR.

Accepted By: AEC _____
Duly Authorized
Date:

Recommended By: City Engineer _____
Duly Authorized
Date:

Accepted By: City Manager _____
Duly Authorized
Date:

Change Order 7 - Estimated Pavement Remediation Quantities

Contractor: AMERICAN EXCAVATING CORP.

Contract: TOLEND ROAD RECONSTRUCTION, DOVER, NH

CO Implementation Item #	Item	Estimated Quantity*	U/M
	Description		
<u>Tolend Road Base Bid:</u>			
1	Crack Sealing (completed in 2014)	8,400	LF
5	Additional Crack Sealing ¹	10,535	LF
3	Cut and Patch Pavement with Alligator Cracking ²	80	Ton
4	Petrotac on Centerline Cracks ³	13,000	LF
8	Additional Pavement Depth (above specified 5", excludes shim) ⁴	1,400	Ton
9	Additional Quality Assurance Testing ⁵	1	\$
10	Additional Shoulder Gravel ⁶	80	CY
11	Additional Driveway Pavement to Match Additional Pavement Depth ⁷	24	Ton
6	Pavement Shimming / Leveling ^{8, 9}	1,010	Ton
<u>Tolend Road Add Alternate A:</u>			
5	Crack Sealing ¹	2,500	LF

*Estimated quantities subject to change.

¹Estimated based on crack measurements made in April, 2015.

²In Base Bid area only. Areas measured and estimated in June, 2015. 3.5" deep pavement patch.

³In Base Bid area only.

⁴Estimate based on depths specified in Underwood Engineers' report.

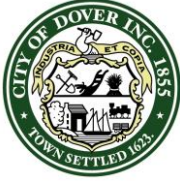
⁵Estimated additional Quality Assurance by JTC. Field testing of pavement as it's placed (temp., yield, etc.).

⁶Estimate based on average 2" overlay depth for gravel shoulder width of 1.5' along both sides of the road.

⁷Estimate based on 105 drives at average width of 24' and a match made within 3'.

⁸Estimated based on cross grade measurements completed in April 2015.

⁹As previously discussed and accepted, AEC will fix poor transitions between paving phases at no additional cost.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2015.07.08 - 092**
Resolution Re: **#B10033 CO#6 Additional Scope of Work on Tolend Road CMA Engineers, Inc.**

- WHEREAS: Sealed bid #B10033 was requested and received for engineering and design services for the re-construction of Tolend and Watson Roads on December 7, 2009 at 2:00 pm; and
- WHEREAS: The City received proposals from eighteen (18) vendors. An interview with the low bidder, CMA Engineers Inc. of Portsmouth, NH was conducted on December 28, 2009 at 10:00 am with the evaluating committee at Mast Road in Dover. Award of the project to CMA Engineers, Inc. of Portsmouth in the amount of \$189,207 was approved by City Council on January 13, 2010; and
- WHEREAS: CMA Engineers, Inc. has offered and the Council has previously approved change orders #1 through #5 totaling \$472,024 which included certain work regarding both Tolend Road and Watson Road construction oversight; and
- WHEREAS: For the past year CMA Engineers, Inc. has assisted the City in dealing with issues surrounding the condition of the base pavement on Tolend Road and incurred approximately \$40,000 in time and expenses not anticipated in prior change orders; and
- WHEREAS: CMA Engineers, Inc. has offered a proposal for final costs and 2015 construction oversight services in anticipation of pending change order #7 for AEC regarding the completion of Tolend Road in the amount not to exceed \$48,000 making a new contract price of \$709,231; and
- WHEREAS: By entering into this change order CMA Engineers, Inc. has agreed to waive the approximately \$40,000 in time and expenses it incurred assisting the City with the issues with Tolend Road over the past year.

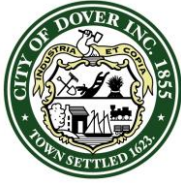
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The purchasing agent is hereby authorized to issue an amendment to the purchase order to CMA Engineers, Inc. of Portsmouth, NH in an amount not to exceed \$48,000 for additional services provided in change order #6. 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 a change order with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

Financing

Account	Description	Appropriation	Balance
4014.1.300.43121.4751.03142.14	Tolend and Watson Rd Reconstruction	2,500,000	548,831



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2015.07.08 - 092**
Resolution Re: **#B10033 CO#6 Additional Scope of Work on Tolend Road CMA Engineers, Inc.**

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

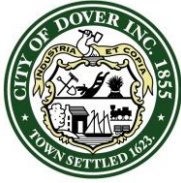
Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2015.07.08 - 092**
Resolution Re: **#B10033 CO#6 Additional Scope of Work on Tolend Road CMA Engineers, Inc.**

RESOLUTION BACKGROUND MATERIAL:

Sealed bid #B10033 was requested and received for engineering and design services for the re-construction of Tolend and Watson Roads on December 7, 2009 at 2:00 pm. Award to CMA Engineers in the amount of \$189,207 was approved by City Council in January 2010.

CMA Engineers, Inc. has offered and the Council has previously approved change orders #1 through #5 totaling \$472,024, which included the addition of construction oversight services on both Tolend Road and Watson Road.

CMA Engineers, Inc. has offered change order #6; a proposal for final costs and 2015 construction oversight services in anticipation of pending change order #7 for AEC regarding the completion of Tolend Road in the amount not to exceed \$48,000 making a new total contract price of \$709,231. By entering into this change order CMA has agreed to waive approximately \$40,000 in costs incurred assisting the City with the issues with Tolend Road over the past year.

Bid Information:

Sealed Bid B10033 for Tolend and Watson Road Improvements Design Services

Award Information:

An amendment to the purchase order will be issued CMA to authorize future expenditures.

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

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	yes
Prices will hold for:	Until completed	Estimated Delivery:	As needed
Recommended Award to:	CMA Engineers 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 – Draft Change Order

Tolend Road Completion - June 2015

CMA ENGINEERS PROJECT BUDGET

Medium Scenario: 6 weeks active Construction
8 weeks administrative activity

LABOR CLASSIFICATION	RATE	A Contract Admin	B1 Resident Services	B2 Contract Closeout	G Mediation Support	BY CLASS
*****	*****	*****	*****	*****	*****	*****
PRINC/REVIEW	\$140	8	0	2	0	10
SENIOR ENGINEER (DH)	\$133	80	0	24	0	104
PROJECT ENGINEER (SCK)	\$96	40	0	16	0	56
STAFF ENGINEER	\$80	0	0	0	0	0
CONSTRUCTION RESIDENT(JCK)	\$119	0	192	20	0	212
CADD/TECH	\$107	0	0	0	0	0
OPEN	\$0	0	0	0	0	0
CLERICAL	\$64	14	0	6	0	20
TOTAL HOURS(CMA)		142	192	68	0	402
LABOR COST(CMA)		\$16,496	\$22,848	\$7,772	\$0	\$47,116
DIRECT EXPENSES (TRAVEL,PHONE,COPIES,ETC)		\$400	\$400	\$200	\$0	\$1,000
CMA SUBTOTAL W/O SUBS		\$16,896	\$23,248	\$7,972	\$0	\$48,116
Sub		\$0	\$0	\$0	\$0	\$0
Sub		\$0	\$0	\$0	\$0	\$0
		*****	*****	*****	*****	*****
TASK TOTAL		\$16,896	\$23,248	\$7,972	\$0	\$48,116

CHANGE ORDER

ORDER NO.: Six (6)

DATE: June 22, 2015

AGREEMENT DATE: February 10, 2010

NAME OF PROJECT: B10033 Engineer Svs Tolend & Watson Road Reconstruction

OWNER: City of Dover, New Hampshire

CONTRACTOR: CMA Engineers

The following changes are hereby made to the CONTRACT DOCUMENTS:

JUSTIFICATION: # 6 - Final cost and 2015 construction oversight in anticipation of AEC C/O#7 for the completion of Tolend Rd.

c/o 5 oversight of Watson 2015 work @ \$52,000

c/o 4 oversight of Watson Rd \$85,000

c/o 3 additional oversight Tolend Rd \$23,000

c/o 2 oversight of Tolend Rd \$255,816

c/o 1 wetland mitigation \$56,208

CHANGE TO CONTRACT PRICE:

Original Contract Price: \$189,207

Current Contract Price adjusted by previous CHANGE ORDER \$661,231.

The Contract Price due to this CHANGE ORDER will be (increased) by: \$48,000.

The new Contract Price including this CHANGE ORDER will be \$709,231.

CHANGE TO CONTRACT TIME:

The Contract Time will be (increased) through the completion of Tolend Road construction during the 2015 construction season.

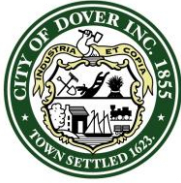
APPROVALS REQUIRED:

To be effective this CHANGE ORDER must be approved by both the OWNER and the CONTRACTOR.

Requested By: _____

Recommended By: _____

Accepted By: _____



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2015.07.08 - 093**
Resolution Re: **Release of Legal Memorandum – Proposed Charter
Amendment re: City Attorney Position**

WHEREAS: A confidential 3 page legal opinion letter dated May 18, 2015 (with an attachment of a 26 page legal opinion letter dated August 12, 2009) was sent from Attorney Christopher L. Boldt, as outside legal counsel, in response to a request from the City Manager for a legal opinion regarding a potential Dover Charter amendment concerning the City Attorney position (collectively “legal memorandum”); and

WHEREAS: The legal memorandum is confidential as it constitutes an attorney/client communication and is therefore not subject to disclosure unless released by the City Council; and

WHEREAS: The City Council may be required and/or wish to discuss this charter amendment question and the specific content of the confidential legal memorandum openly in public; and

WHEREAS: The subject matter and content of the legal memorandum at issue is not of such a nature that the City should be exposed to any increased liability or claims should it be released publicly.

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

The City Council shall waive the attorney/client privilege regarding the confidential legal memorandum from Attorney Christopher L. Boldt (dated May 18, 2015 and August 12, 2009) to the City Manager regarding the potential Charter amendment concerning the City Attorney position, and otherwise make the legal memorandum publicly available.

AND:

The waiver by the City Council shall be of a limited nature and shall only apply to the legal memorandum referenced herein and shall not apply to any other communications between the City Manager, City Council and Attorney Boldt regarding this or any other matters.

AND:

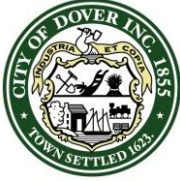
If adopted, the legal memorandum shall become part of, and be attached to, this Resolution.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch Sponsored by: Councilor Robert Carrier
Finance Director

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2015.07.08 - 093**
Resolution Re: **Release of Legal Memorandum – Proposed Charter Amendment re: City Attorney Position**

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 Anthony McManus, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

Outside legal counsel Christopher L. Boldt provided the City with a legal opinion regarding the validity of a proposed Charter amendment question, concerning the City Attorney position.