



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Special Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, September 16, 2015**
Meeting Time: **7:00 p.m.**

- 1. CALL TO ORDER**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL ATTENDANCE**
- 5. PUBLIC HEARINGS**
 - A. ACCEPTANCE OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DOVER AND KOSTIS ENTERPRISES, LLC**
SPONSORED BY MAYOR WESTON BY REQUEST
- 6. CITIZEN'S FORUM**

Citizens are invited to speak on the subject matter of the Special Meeting. Statements shall be limited to five minutes.
- 7. UNFINISHED BUSINESS**
 - A. ACCEPTANCE OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DOVER AND KOSTIS ENTERPRISES, LLC**
SPONSORED BY MAYOR WESTON BY REQUEST
- 8. NEW BUSINESS**
 - A. B16004 SEGREGATION AND RECYCLING OF CONSTRUCTION DEBRIS AND DEMOLITION WASTE**
SPONSORED BY MAYOR WESTON BY REQUEST
- 9. ADJOURNMENT**



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 7.A.

Resolution Number: **R – 2015.08.19 – 112**

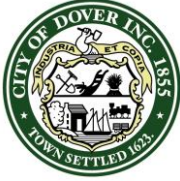
Resolution Re: **Acceptance of Development Agreement Between the City of Dover and Kostis Enterprises, LLC**

- WHEREAS: The City of Dover is committed to development as part of its economic development goals and objectives in order to create a vibrant city; and
- WHEREAS: Kostis Enterprises, LLC (also “Developer”), the developer and/or anticipated owner of property located at Tax Map 2, Lots 4, 5, 6, 6A, 7, 8, 8A, and 9, consisting of 1.15 acres +/- along Washington Street, Locust Street, and Chestnut Street, is interested in redeveloping the property to the highest and best use; and
- WHEREAS: City staff is negotiating a Development Agreement between Kostis Enterprises, LLC and the City of Dover for the redevelopment of the property. The redevelopment of the property is projected to be valued at a minimum of \$5,000,000.00 assessed value of the land and building, increasing to at least \$8,000,000.00 over time; and
- WHEREAS: Upon Planning Board approval of the development project, satisfaction of conditions precedent, and the passing of any relevant appeal periods, the City would convey the City Parking Lot, known as Map 2, Lots 2 and 3 to the Developer for \$1.00; and
- WHEREAS: The Developer would bear the costs to design and install improvements to the intersection of Chestnut Street and Washington Street, and make parking improvements along the Washington Street side of the project; and
- WHEREAS: The Developer hopes to take advantage of the provisions of RSA 79-E, recently enacted by the City Council; and
- WHEREAS: The property will be redeveloped in a manner consistent with the City's Master Plan, and consistent with a pro-diverse economic development policy endorsed by the Dover Business and Industrial Development Authority and Planning Board.

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

The City Manager is authorized to enter into a Development Agreement with Kostis Enterprises, LLC related to development of the property along Washington Street, Locust Street, and Chestnut Street, Tax Map 2, Lots 4, 5, 6, 6A, 7, 8, 8A, and 9, consistent with the attached Term Sheet and to sign documents to be recorded with the Registry of Deeds, including any deed(s) and/or easement(s), consistent with the terms of the Development Agreement.

REFER TO A PUBLIC HEARING



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 7.A.

Resolution Number: **R – 2015.08.19 – 112**
Resolution Re: **Acceptance of Development Agreement Between the City of Dover and Kostis Enterprises, LLC**

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch Sponsored by: Mayor Karen Weston
Finance Director 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.		

RESOLUTION BACKGROUND MATERIAL:

See attached Development Agreement Term Sheet and Site Plan.

TERM SHEET

The City of Dover, New Hampshire ("City") and Kostis Enterprises (the "Developer") (collectively the "Parties") intend to enter into a Development Agreement concerning the development of certain properties in Dover, New Hampshire that the Developer intends to purchase. This Term Sheet supplements and expands the agreements in place between the City and the current Owner of the relevant properties, as described herein.

1. The Developer seeks to develop the properties known as Map 2, Lots 4, 5, 6, 6A, 7, 8, 8A and 9, consisting of 1.15 acres, more or less, and which front along Washington Street between Locust Street and Chestnut Street (the "Project Site") in Dover, New Hampshire. The Developer intends to develop the Project Site in such a way that it is more likely than not that upon completion, the assessed value of the Project Site will meet or exceed the Guaranteed Tax Assessment Values described in section 7. A more detailed agreement will be signed by the Parties with the terms set forth herein and additional terms as may be necessary and/or customary (the "Development Agreement").
2. The City and the Developer agree that this Term Sheet supplements and expands agreements between the City and the Owner (RICHARD L. ROBBINS, STANLEY B. ROBBINS AND JUDITH E. WEISNER, Trustees of the SIDNEY ROBBINS FAMILY TRUST, a New Hampshire irrevocable trust and 104 WASHINGTON STREET LLC). The Owner's duties and rights to develop the Project Site will be transferred/assigned to the Developer pursuant to a purchase and sales agreement between the Developer and the Owner. Provisions from those agreements all continue in full force and effect, except as otherwise provided in the forthcoming Development Agreement. Those agreements and this Term Sheet shall be read in concert and interpreted, whenever possible, in accord so as to give full force and effect to their terms.
3. The Developer shall obtain final, unappealable site plan approval for the full build-out of the Project Site, including development of the City Parking Lots by May 1, 2016, unless extended with the consent of the City which shall not be unreasonably withheld. If such approvals lapse for a period in excess of thirty (30) days, either party may terminate their obligations or the parties may provide for additional time, depending on the circumstances at that time.
4. In the event that the development of the Project Site is approved by the Dover Planning Board, all conditions precedent related to such approval have been satisfied, and all applicable appeal periods have expired, the City shall convey, by quitclaim deed, the parcels known as Map 2 lots 2 and 3 (the "City Parking Lots") to the Developer for \$1.00.

Following conveyance, the City shall continue to have the exclusive right to use the City Parking Lots for motor vehicle parking, at no cost to the City, until such time as the Developer commences construction on the City Parking Lots. The City shall plow and maintain the City Parking Lots and indemnify and hold harmless the Developer for any injuries, damages, losses, fees, expenses and costs for so long as it continues its use of the City Parking Lots.

5. Prior to the signing of the Development Agreement, and at Developer's cost, the Developer shall have its engineer design the improvements for the intersection of Chestnut Street and Washing Street, as well as angled parking spaces on the Washington

Street side of the Project Site (the “Off Site Improvements”) to the satisfaction of the City. The amount and location of property to be conveyed to the City shall be agreed to by the Developer and the City. The City Engineer and the Developer’s engineer shall determine the costs of the Off Site Improvements on or before September 1, 2015. If the Off Site Improvement Costs are acceptable to Developer in its sole discretion, then the Developer shall contribute a sum equal to one hundred fifteen percent (115%) of such cost (the “Contribution”), to the City within ninety (90) days of the final determination of such cost. Failure to timely provide the Contribution shall result in termination of the Development Agreement.

If the Off Site Improvement Costs are unacceptable to the Developer, then Developer may terminate negotiations regarding the Development Agreement, and this term sheet shall be of no force or effect.

6. Once the Contribution has been delivered to the City by the Developer, the City shall cause the commencement of construction of the Off Site Improvements, using said Contribution, by no later than one (1) year following the receipt of the Contribution, and shall cause the Off Site Improvements to be diligently completed. The City shall supervise the construction of the Off Site Improvements, and may employ third party construction managers, to assist with such supervision. The Developer shall not be responsible for any costs associated with the Off Site Improvements in excess of the Contribution, and the City shall bear all costs in excess of the Contribution. If any portion of the Contribution remains following satisfactory completion and acceptance of such Off Site Improvements by the City, such portion shall be remitted to the Developer.
7. No construction work on the Project Site shall be commenced until the entirety of the existing building on the Project Site is demolished and the City is conveyed all property required to accommodate the Off Site Improvements, including the land required to accommodate the Chestnut Street-Washington Street intersection improvements.

No Building Permit shall be issued for construction of a new structure on the Project Site, prior to the payment of the Contribution by the Developer.

The parking spaces shall be metered and managed as part of the City’s parking management program.

8. The Developer shall hold meetings with the abutters prior to the Planning Board approval, commencement of construction and the issuance of a building permit. These meetings shall be noticed to the City, and use the same abutter list generated for the site plan submission to the Planning Board. The Developer shall invite the City and provide a copy of the attendance list to the City upon completion of the meeting.
9. As part of the development of the Project Site, the Developer desires to enter into a five year period where the taxes for the Project Site shall be set, as per New Hampshire RSA 79-E, at the assessed value for the Project Site in place at the time of the signing of this Term Sheet. The Dover City Council has enacted the provisions of RSA 79-E, and the Developer, at its election, may apply for such tax relief. Adoption of RSA 79-E by the City is not a guarantee that the City will grant the Developer such requested relief if the application fails to meet requirements under RSA 79-E. Any tax relief granted shall be

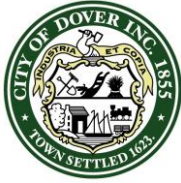
consistent with and in compliance with RSA 79-E. If granted, the period of tax relief pursuant to RSA 79-E shall commence upon the issuance of the first certificate of occupancy for any building to be developed on the Project Site (including a partial certificate of occupancy for that building); the parties agreeing that such certificate or partial certificate constitutes completion of a replacement structure for purposes of RSA 79-E:5.

- a. Beginning with Tax Year 2022 (assessment as of April 1, 2021 and first payment due December 1, 2021), and through the Tax Year 2026, the minimum Guaranteed Tax Assessment Value for the Project Site shall be five million dollars (\$5,000,000.00). In Tax Year 2022 and each relevant tax year thereafter if the actual tax assessment is less than the Guaranteed Tax Assessment Value, the Developer shall owe and pay the tax shortfall to the City as if the Project Site was assessed at the Guaranteed Tax Assessment Value.
- b. Beginning with Tax Year 2027 (assessment as of April 1, 2026 and first payment due December 1, 2026), and through the Tax Year 2047, the minimum Guaranteed Tax Assessment Value for the Project Site shall be eight million dollars (\$8,000,000.00). In Tax Year 2027 and each relevant tax year thereafter if the actual tax assessment is less than the Guaranteed Tax Assessment Value, the Developer shall owe and pay the tax shortfall to the City as if the Project Site was assessed at the Guaranteed Tax Assessment Value.
- c. The parties acknowledge that upon issuance of certificates of occupancy for the improvements developed on the Project Site, the City will establish the actual assessment value of each respective improvement for which a certificate of occupancy is sought. During the period that the Guaranteed Tax Assessment Value for the Project Site is in place, if the actual assessment value for the Project Site decreases more than twenty-five percent (25%) from the most recent establishment of the actual assessment value of the Project Site in any five year period, and provided that the resulting actual assessment value is less than the Guaranteed Tax Assessment Value, the parties agree to discuss whether and how to continue with the Developer's obligations to pay ad valorem taxes based on the Guaranteed Tax Assessment Value for the Project Site, but the City is not required to grant any such relief.

The Guaranteed Tax Assessment Value obligations set forth above, shall replace those obligations pertaining to Guaranteed Assessed Value in Section 5.01 of the Development Agreement referenced above in Paragraph 2. This document will be an exhibit in the final agreement reached between the parties.

10. The Developer shall convey to the City a Performance Mortgage or other such surety satisfactory to the City, to secure the Developer's Guaranteed Tax Assessment obligations.
11. The City Manager shall obtain approval to execute a Development Agreement consistent with the terms and conditions in this term sheet. Any terms or conditions in the Development Agreement that represent changes or additions to the terms and conditions in this term sheet shall be subject to the consent and approval of the City, acting by and through its City Manager. Changes or additions considered material by the

City Manager, in the City Manager's sole discretion, shall require approval by the City Council.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 8.A.

Resolution Number: **R – 2015.09.16 - 123**
Resolution Re: **B16004 Segregation and Recycling of Construction
Debris and Demolition Waste**

WHEREAS: The sealed requested for bid B16004 was requested and received for the segregation and recycling of construction debris and demolition waste on September 9, 2015 at 11:00 a.m. The city also requested pricing for stump and tree waste recycling services should the need arise; and

WHEREAS: Responses were received from two vendors, of which one was a no bid. Pricing was offered by the current vendor and was reviewed and evaluated and deemed most advantageous for the city to accept. It is the recommendation to accept proposal submitted by Aggregate Recycling Corp. in the amount of \$71.00 per ton for construction and demolition debris. Should the need arise, the offer for stump removal is \$30.00 per ton and tree waste is \$20.00 per ton.

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 Aggregate Recycling Corp of Eliot ME for segregation and recycling of construction debris and demolition waste given per ton rates provided in conjunction with B16004 on September 9, 2015. 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
1000.1.300.43240.4421.0000.00	CS Recycling Mgmt Waste Disposal	92,625.00	70,304.00

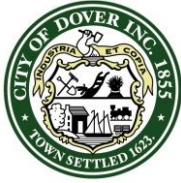
AUTHORIZATION

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



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Resolution Number: **R – 2015.09.16 - 123**

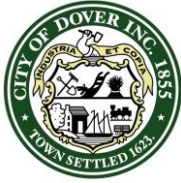
Resolution Re: **B16004 Segregation and Recycling of Construction
Debris and Demolition Waste**

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#: 8.A.

Resolution Number: **R – 2015.09.16 - 123**
Resolution Re: **B16004 Segregation and Recycling of Construction Debris and Demolition Waste**

RESOLUTION BACKGROUND MATERIAL:

The Community Service Department has solicited to several companies that provide segregation and recycling of construction debris and demolition waste services. The city has moved away from sending construction debris waste to land fills and toward recycling as much of this material as possible. The city generates approximately 925 tons of debris annually and has two dumpsters that it will fill and haul to Aggregate Recycling in Eliot ME for segregation and recycling.

Award Information:

A purchase order will be issued to Aggregate Recycling Corp to be used as needed.

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

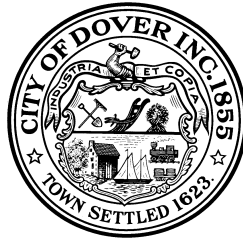
Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	60	Number of Responses:	2
Warranty:	None	Terms:	Net 30, FOB Dover
Work Bonded:	NA	Contract:	No
Prices will hold for:	One year	Estimated Delivery:	As needed
Recommended Award to:	ARC	Fund:	Recycling Management
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – Bid Results
Exhibit B – Draft Contract Documents

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

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



288 Central Avenue
Dover, New Hampshire 03820-4169

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

City of Dover, New Hampshire
OFFICE OF THE FINANCE DIRECTOR

B16004 Results

Segregation and Recycling of Construction and Demolition Debris

<u>Vendor</u>	<u>Per Ton for Debris</u>	<u>Per ton for Stumps</u>	<u>Per ton for Tree Waste</u>
Aggregate Recycling Corp 434 Dow Hwy Eliot ME 03903 7 miles to facility	\$71	\$30	\$20
Waste Management PO box 7065 Rochester NH 03839	No Bid	No Bid	No Bid



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[STANDARD CITY] AGREEMENT

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

1. **Purpose.** This Agreement refers to and incorporates the provisions of a Request for Proposal RFP #B_____ entitled "_____" issued by the City of Dover. Specifically, this Agreement is to provide (*insert description of the project*)
2. **Agreement Documents.** The Agreement shall include and consist of the following documents (the “Agreement Documents”):
 - a. Agreement (5 pages);
 - b. RFP #B_____ issued by the City of Dover;
 - c. Response of the Vendor dated _____, 2014;
 - d. Schedules A and B (2 pages).
3. **Scope of Services.** The Vendor shall perform all work specified and required by the Agreement Documents listed in section 2. Should there be inconsistencies between the terms of any of the Agreement Documents, precedence shall be as follows: 1) the Agreement; 2) the terms of RFP #B_____ ; 3) response of the Vendor; and 4) any schedules.
4. **Changes in the Cost of the Work and the Scope of Services.** Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work.
5. **Term.** The Vendor shall commence work upon the execution of this Agreement and issuance of a Purchase Order by the City of Dover. All services to be performed under this Agreement shall become effective upon _____. This Agreement shall end on (*insert date or if no specific date “completion of all work required under the Scope of Services and payment therefore.”*).
6. **Cost and Payment.** The City of Dover shall pay the Vendor an amount not to exceed _____ DOLLARS (\$) _____ (*based on Unit Pricing, if applicable*) for services within the Scope of Services. The City of Dover



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

7. Insurance.

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

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



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Vendor or its officers, directors, employees, agents or independent professional associates, or any of them. This covenant shall survive the termination of this Agreement.

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



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

To City of Dover

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

To Vendor

(insert contact and address)



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

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

Signatures To Follow.

VENDOR

[name], Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date