

**CITY OF DOVER**

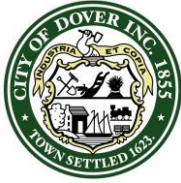
## **CITY COUNCIL – AGENDA**

**REVISED**

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, September 23, 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 131 SECTION 23.A.(4) HUNTING ON CITY PROPERTY**  
SPONSORED BY COUNCILOR GAGNON AND COUNCILOR O'CONNOR
  - B. CHAPTER 166 – VEHICLES AND TRAFFIC: REPEAL OF TOLEND ROAD WEIGHT LIMIT**  
SPONSORED BY MAYOR WESTON BY REQUEST
  - C. FISCAL YEAR 2016 BUDGET AMENDMENT #1 – AMEND SCHOOL ADEQUACY AID REVENUE AND DEBT SERVICE APPROPRIATION (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)**  
SPONSORED BY MAYOR WESTON BY REQUEST
- 8. CITIZEN'S FORUM**

*Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.*
- 9. CITY MANAGER'S REPORT**
- 10. APPROVAL OF MINUTES**
  - A. September 2, 2015 – Workshop Session**
  - B. September 9, 2015 – Regular Meeting**
  - C. September 16, 2015 – Special Meeting**
- 11. MAYOR'S REPORT**



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### **12. UNFINISHED BUSINESS**

#### **A. ORDINANCES IN THE 2<sup>ND</sup> READING**

- 1. CHAPTER 131 SECTION 23.A.(4) HUNTING ON CITY PROPERTY**  
SPONSORED BY COUNCILOR GAGNON AND COUNCILOR O'CONNOR
- 2. CHAPTER 166 – VEHICLES AND TRAFFIC: REPEAL OF TOLEND ROAD WEIGHT LIMIT**  
SPONSORED BY MAYOR WESTON BY REQUEST

#### **B. ORDINANCES IN THE 3<sup>RD</sup> READING**

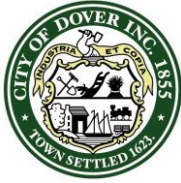
#### **C. RESOLUTIONS**

- 1. B15021 LED LIGHTING UPGRADE AND AUTHORIZATION FOR FINANCING MCCONNELL CENTER (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)**  
SPONSORED BY MAYOR WESTON BY REQUEST
- 2. FISCAL YEAR 2016 BUDGET AMENDMENT #1 – AMEND SCHOOL ADEQUACY AID REVENUE AND DEBT SERVICE APPROPRIATION (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)**  
SPONSORED BY MAYOR WESTON BY REQUEST

### **13. NEW BUSINESS**

#### **A. CONSENT CALENDAR**

- 1. RAFFLE – Zebra Crossings**
- 2. PARADE – Dover Children's Center**
- 3. PARADE – Dover Knights of Columbus: Council #807**
- 4. ROAD RACE – Dover Turkey Trot**
- 5. BROADWAY RAILROAD CULVERT DESIGN SERVICES**  
SPONSORED BY KAREN WESTON BY REQUEST
- 6. CITY WIDE GROUNDWATER MONITORING PROGRAM**  
SPONSORED BY KAREN WESTON BY REQUEST
- 7. APPROVAL OF UNIVERSITY OF NEW HAMPSHIRE LEASE AGREEMENT, BUTLER BUILDING**  
SPONSORED BY KAREN WESTON BY REQUEST
- 8. RIVER ST PUMP STATION UNDERGROUND TANK**  
SPONSORED BY KAREN WESTON BY REQUEST



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### **COMMITTEE REPORTS**

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

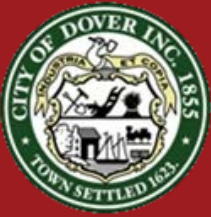
### **B. RESOLUTIONS**

### **C. ORDINANCES IN 1ST READING**

### **14. COUNCIL CORRESPONDENCE**

### **15. COUNCIL MATTERS OF INTEREST**

### **16. ADJOURNMENT**



# City Manager's Report

City of Dover, New Hampshire

**September 23, 2015**

Reporting on August 2015



**J. Michael Joyal, Jr.**  
City Manager



## INSIDE THIS REPORT

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Information contributing to this City Manager's Report is gathered on a monthly basis from all departments and is deciphered into various categories. You will find these departmental updates are governed by our core values; Customer-Focused Service, Integrity, Innovation, Accountability and Stewardship.

Monthly statistics are gathered and tracked by the City Manager. You will find charts and graphs throughout the City Manager's Report, depicting some of these statistics. Statistics in their entirety can be found on the City Manager's page of the City website.



## City of Dover Leadership Team



Gary Bannon  
Recreation Director



Daniel Barufaldi  
DBIDA Director



Cathleen Beaudoin  
Library Director



Anthony Blenkinsop  
City Attorney



Anthony Colarusso  
Police Chief



Annie Dove  
Information  
Technology Director



Richard Driscoll  
Fire & Rescue Chief



Daniel Lynch  
Finance Director



Lena Nichols  
Public Welfare  
Director



Christopher Parker  
Assistant City Manager -  
Planning Director



Douglas Steele  
Deputy City Manager -  
Community Services Director

Vacant  
Human Resources  
Director



Michael Joyal  
City Manager

As a continuation of the July repair on Knox Marsh Road, several staff members replaced the service from the 16 inch water main to the curb box. To save costs, this work was completed during regular hours.

A service call was taken from a resident regarding water in the road on Silver Street Extension. As a result of a water leak on the city side, crews utilized one backhoe and one dump truck to replace the copper service from the 6 inch cast iron main to the curb stop.

A new hydrant was installed at the end of Silver Street Extension. The city is discontinuing the water main that is under the Spaulding Turnpike. The new hydrant is needed to flush the dead end main.

As part of an ongoing project, new radio read Galaxy meters are being installed throughout the city. To collect the readings, antennas will be placed in various locations for remote data collection at City Hall.

A 12 foot lateral crack on the 8 inch cast iron water main on Chapel Street was found. Several employees installed a new piece of 8 inch ductile iron pipe. This water main was originally installed in the late 1800's to early 1900.

The City received a grant to complete an assessment on the 16 inch cast iron water main from Garrison Hill to Washington Street, the 10 inch cast iron main from Washington Street to Silver Street and the 8 inch main from Broadway to Main Street to Central Avenue. In order to find the interior C Value (texture) of the water mains, crews had to run as much water as possible out of the hydrants and record pressure on other hydrants. This was a five hour process.

The City received a grant from Homeland Security to install surveillance cameras at three pump station/well sites.

## The Utility Division Maintains:

3 Water Treatment Facilities

158 Miles of Water Mains

One 3,000,000 Gallon Water Storage Tank

One 713,000 Gallon Water Storage Tank

123 Miles of Sewer Pipe

23 Wastewater Pumping Stations

One Wastewater Treatment Facility

850,000,000 Gallons of Wastewater per Year

8 Wells:

- Griffin Well
- Ireland Well
- Calderwood Well
- Campbell Well
- Cummings Well
- Smith Well
- Hughes Well
- Bouchard Well

### **The Water/Sewer Billing Office bills for industrial usage on a monthly basis and residential usage on a quarterly basis.**

| Monthly Industrial Usage | 1 <sup>st</sup> Quarter Residential Usage |
|--------------------------|-------------------------------------------|
|--------------------------|-------------------------------------------|

|                            |           |           |
|----------------------------|-----------|-----------|
| Records Billed             | 783       | 7,915     |
| Meter Rent                 | \$2,330   | \$33,508  |
| Total Water Service Billed | \$189,378 | \$759,478 |
| Total Sewer Service Billed | \$252,995 | \$814,674 |
| Other Service Billed       | \$8,955   | \$6,355   |

The Variable Frequency Drive (VFD) for the Smith Well failed in August. Staff found that chlorine gases from the day tank corroded the inside components of the VFD. Staff will be moving the chlorine to the Lowell Ave plant after discussions with Underwood Engineers to eliminate the need for chlorine at the Smith Well.

During a heavy lightning storm, a tree came down across Tolend Road. This caused a power spike at Calderwood Well and Campbell Well. Both circuit boards were damaged. Spare circuit boards were onsite and the wells were operable in a couple of days.

The leak detection contractor has completed the survey of the city. No major leaks were found. The contractor is in the process of submitting a report to administrative staff. The average water consumption has been approximately 2.7 to 2.9 MGD which is normal for this time of year.

A sewer service on Henry Law Avenue collapsed. Due to an emergent and hardship situation, two Heavy Equipment Operators and two Truck Drivers responded and replaced the homeowner's sewer service to rectify the problem.

Utility crews responded to a backup at 814 Central Avenue. They found the downstream pipe was misaligned inside the manhole. Crews repaired the downstream pipe and cleaned the sewer main up as well.

The Tolend Road landfill force main needed to be pigged again. Work was not able to be completed until the jet truck was repaired. The sewer jet truck was picked up from Chadwick and Baross on August 12. At this time, the force main was pigged and service for the landfill is back to full operation. Due to the backlog of work, the sewer jet was put right back into service.



# City Streets, Grounds, Facilities & Parks

Crews filled 93 pot holes and laid 7 shims applying 37.72 tons of asphalt throughout the city.

One crew member aided the catch basin cleaning contractor as they moved through the south side of the city removing debris out of catch basins. Crews repaired catch basins on Susannah's Crossing, Roberts Road, Back River Road, Belanger Drive, Fieldstone Drive, Quail Drive, Lincoln Street, Locust Street, New Bellamy Lane and Spruce Lane.

Several crew members removed brush and debris around an inlet pipe on Rutland Street. Crews removed brush and debris from a drainage swale on Summer Drive and the cul-de-sac on Hawthorn Road. Debris pickup was also completed on Abbey Sawyer Memorial Drive, Church Street and Locust Street. Additionally, city wide curbside brush cutting continued throughout the month.

Highway crews removed and reset curbing on Conifer Commons to eliminate drainage issues in that area. Crews also loamed the areas on Conifer Commons after the project, as-well-as loaming other project areas on Horne and Ash Streets and Back River Road.

Crews jetted and cleaned the catch basins at Horne and Ash Streets. Catch basin grates were also cleared of debris after rain events. Crews removed the beaver dam from Crosby Road drainage.

Additional street sweeping took place on Hawthorne Road, Redden Street, Atlantic Avenue, Oak Street, Portland Avenue, Columbus Avenue, Fourth Street and the downtown area.

Crews washed the joint expansions on the Central Avenue and Chestnut Street bridges.

City of Dover contractors are continuing to cut and patch broken road areas and the paving contractor began paving on Garrison Road.

## Dover Maintains

62 miles of sidewalks  
133 miles of streets  
155 crosswalks  
66 miles of drainage  
1,120 fire hydrants  
15 parks  
13 playgrounds  
20 municipal buildings  
2 water treatment plants  
7 well buildings  
2 recharge pump stations  
23 wastewater pump stations  
1 Wastewater Treatment Facility  
4 cemeteries

The Facilities, Grounds and Cemeteries Division handled 5 service calls and 185 work orders in the month of August. Employees attended 1 full burial and 6 ash burials in Pine Hill Cemetery, and two markers were set during this month. Clearing of encroaching brush and vegetation along the edges of one section of the cemetery continued.

The gym and Senior Center floors at the McConnell Center were refinished this month. The gym floor is refinished annually, as-well-as one or two other rooms in need of attention.

Public building work requests numbered 41 for the month. These addressed issues such as four malfunctioning air conditioners, three plumbing issues and safety concerns as identified by a walk through inspection with the Department of Labor. The Inspection concerned worker safety and related concerns. Quite a few hours were spent remedying issues identified in this inspection. A few more items need to be attended to as well.

Twenty-one work orders were related to delivering supplies or picking up items to go to recycling.

Eight keys were issued this month. Employees setup and took down seating and tables up for a NH DOT public meeting held in the City Hall Auditorium.

Clean up of many other areas commenced which involved the clearing of brush, vegetation, litter and debris. Grass strips and the back side of sidewalks in urban areas where there are no houses, several parks - including Park Street and Amanda Howard Parks, Willand Pond Park, Third Street and Orchard Street parking lots, and along the Community Trail were all attended to.

Thirty-nine other requests relating to grounds or facility issues were handled by employees including a few graffiti complaints.

Two irrigation issues required attention as three zone valves were replaced and four broken sprinkler heads were replaced with a style new to our fields, that spreads a curtain of water instead of two streams. The soccer field lines were transposed back on to the main field for daily use. Dover Soccer tries to rotate the fields to allow the grass to recover from the wear and tear associated with daily use.

Many hours were spent watering new trees that were planted along with the whiskey barrels downtown. Areas of the cemetery where burials were held also received attention.

Hours were devoted to equipment maintenance, mowers and string trimmers this month. Crews spent time conducting the required monthly fire extinguisher inspections and elevator inspections. Crews accompanied AAA Fire around while they completed their fire extinguisher services at various municipal buildings.

Weekly mowing of the public turf areas downtown and other various areas continued. Midway through August, the seasonal help begins to thin as employees prepare to return to college. Facilities & Grounds had a great crew this year and they look forward to having many of them return next year.

Ten tree complaints were attended to, and two flowering dogwood trees were planted in Pine Hill Cemetery. Four sizable trees were removed by City employees, and hours were spent addressing other tree related complaints.

As always, sign work was ongoing. Seven signs were made for a new development, but are yet to be installed. Three signs were removed as requested, four signs were installed or replaced on new bases. Two signs were installed on existing poles. Ten requests for the replacement of parking signs were addressed. Crews created stickers to update existing parking signs with time changes. Crews responded to 38 Dig Safe requests pertinent to Facilities and Grounds.

Staff responded to 4 complaints regarding traffic flow and replaced 2 yellow ball signals. Typically drivers feel they wait too long and complain the light is staying red and they never get the green. When investigated, the signals were found to be working. Cameras have been installed at the intersections of Central Avenue at Silver Street and Silver Street at Locust Street. It is expected that they will facilitate more efficient traffic flow. Crews inspected school zone lights to prepare for activation in late August, giving people time to become aware school is starting soon.

City Hall is anticipating the replanting of some trees and bushes, replacing the ages old yews and arborvitae that had framed the building for many years. Part of the process has been to pull out stumps and grub out other plants. Below, in an effort to prepare the grounds for new trees, crews are taking out the cement blocks located on city hall grounds.



The Henry Law Park Improvement project is entering the next phase which is site design and engineering. Mitchell and Associates of Portland are in the process of design and putting together a bid package. The Friends of Dover Recreation 501 © 3 is acting as the charity to accept funds for the Henry Law Park Project brought in by a Go Fund Me link at <http://www.gofundme.com/c8ebd4>

The lease of the Butler Building on River Street has allowed access to the Cocheco River this summer for Great Bay Rowing. Learn to Row programs were a great success with many new participants taking advantage of the opportunity to try the sport of rowing. The LWCF grant application to assist with the construction of a dock was tentatively approved at the State level and is awaiting review on the Federal level. Hopefully the city will hear by early fall if it is approved.

The project to convert one Tennis court location at Garrison School into Pickle Ball courts was completed and opened on July 31<sup>st</sup> and has been used heavily during the month of August.

Planning was underway for two service projects to be held in September. The first is a United Way Day of Caring project at the McConnell Center on September 11<sup>th</sup> and the other is a Timberland Serve a Palooza day on the 17<sup>th</sup> at the waterfront property on River Street as well as work being done on the Gundalow.

#### **Cemeteries:**

Austin-Tuttle Cemetery  
Pine Hill Cemetery  
Pinkham Cemetery  
Roberts/First Settlers  
Cemetery

#### **Parks & Playgrounds:**

Applevale \* Alden Woods \* Amanda  
Howard Overlook \* Garrison \*  
Garrison Hill, Guppy Hancock \*  
Henry Law \* Long Hill \* Maglaras  
Morningside \* Orchard Street River  
Walk Shaw's Lane \* Sullivan Drive \*  
Woodman

# Emergency Management



Chief Colarusso was reappointed by Governor Hassan to continue to serve as the Chairman of the New Hampshire Police Standards and Training Council. He has been a member of the Council for 6 years and has served as the Chairman for the past year. His latest term as Chairman expires on September 13, 2017.

The following is a general description of the Police Priority Response System.

**PRIORITY 1: IMMEDIATE RESPONSE:** Crimes “in progress”; injury accidents; alarms.

**PRIORITY 2: RAPID RESPONSE:** Crimes or incidents that are not “in-progress” but require quick response to preserve evidence, locate witnesses or provide for public safety; to include suspicious activity and domestic disturbances.

**PRIORITY 3: TIMELY RESPONSE:** Disturbances; noise violations; welfare checks; motor vehicle disturbances; minor collisions.

**PRIORITY 4: AS OFFICERS BECOME AVAILABLE:** Non-criminal related activity; crimes reported well after they have been committed; message delivery; tow request; littering; fingerprints; assistance; abandoned vehicles.

**PRIORITY 5: MOTOR VEHICLE STOPS.**

During the month of August, the Police Department responded to the following calls:

|             |                    |
|-------------|--------------------|
| Priority 1: | <b>197 Calls</b>   |
| Priority 2: | <b>117 Calls</b>   |
| Priority 3: | <b>556 Calls</b>   |
| Priority 4: | <b>737 Calls</b>   |
| Priority 5: | <b>1,462 Calls</b> |

The Dover Police Department responded to **91%** of emergency calls in less than 6 minutes.

The Emergency Manager culminated all the meetings with a final draft of the Local Emergency Operations Plan. This document will be implemented in a table top exercise next month to educate, expose and test the draft document.

The Command Staff of Dover Fire & Rescue met with NH Homeland Security and Emergency Management to review this year’s grant program.

Amateur Radio Emergency Services had their monthly meeting at the North End Fire Station. They are the behind the scenes communication net that runs during major infrastructure failures. When phone and email lines go down they are the back bone of communication across the country.

August is the start of Hose testing and ladder testing for Dover Fire & Rescue. Every piece of hose gets tested and inspected. This entails filling it with water, putting it under pressure for a period of time. This gets followed up with a visual inspection and the cleaning of each hose. The hose is either hung to dry or reloaded on the fire trucks, depending on the type of hose.

August is also the start of testing all the ground ladders in Dover Fire. This process cleans and inspects each ladder with testing equipment and load testing them.

The Fire members Safety Committee met to collectively identify safety concerns and mitigate them prior to an issue or injury.

Fire & Rescue has been working on a new response plan for the City of Dover. There have been some significant changes to how, where and who is staffed at each station. With the funding of another employee on each shift, Fire & Rescue has moved closer to their goal of staffing. The Liberty North End Fire Station is truly the headquarters station with the Shift Captain now at this location. The primary ambulance has been moved out of Central Station and sent to the South End Station. The North End Station has a permanently staffed ambulance. The ambulance was cross staffed and now has two permanently assigned members on it. These two ambulances geographically cover the city with the response times being the driving factor for coverage. The downtown station has one engine company that runs on EMS calls for first response to keep the quality and timely service to the downtown area that it is used to. The South End station also has an Engine Company. The North End station is still cross manning apparatus.

**Collision Investigation Team:**

The Dover Police Department's Collision Investigation Team was not called out during the month of August.



### **Special Investigations Bureau (SIB):**

Nine registered sex offenders were processed during the month by the Dover Police Department's Special Investigations Bureau. The processing of a sex offender can range from the annual, semi-annual, quarterly, or initial registration, and can also include a change of address or other information that must be updated.

During August 2015, Dover Police Department Special Investigations Bureau detectives and patrol officers responded to a report of a suicidal subject who had pointed a rifle at police officers. SIB detectives assisted at the scene, and ultimately the individual surrendered peacefully.

SIB detectives and Crime Scene Unit officers investigated a residential burglary, leading to the arrest of a Dover man.

SIB detectives investigated a case where a Dover man surreptitiously videotaped a thirteen year old girl while she changed clothes. The man was arrested and charged with Violation of Privacy.

SIB detectives attempting to serve paperwork at a Dover residence observed 18 fully grown marijuana plants outside the residence. Their subsequent investigation led to the arrest of a Dover man.

SIB detectives continue to investigate the circumstances of a high speed motor vehicle collision that occurred on Sixth Street that left two Dover women severely injured. No charges have been filed, but the case remains active.

SIB detectives assisted the Strafford County Drug Task Force with multiple investigations into illegal narcotics traffic in Dover.

SIB personnel also investigated three unattended deaths that occurred in Dover, one of which appeared to be a drug overdose.

SIB detectives are responsible for conducting background investigations on police officer applicants. During the month of August 2015, two such investigations were ongoing.

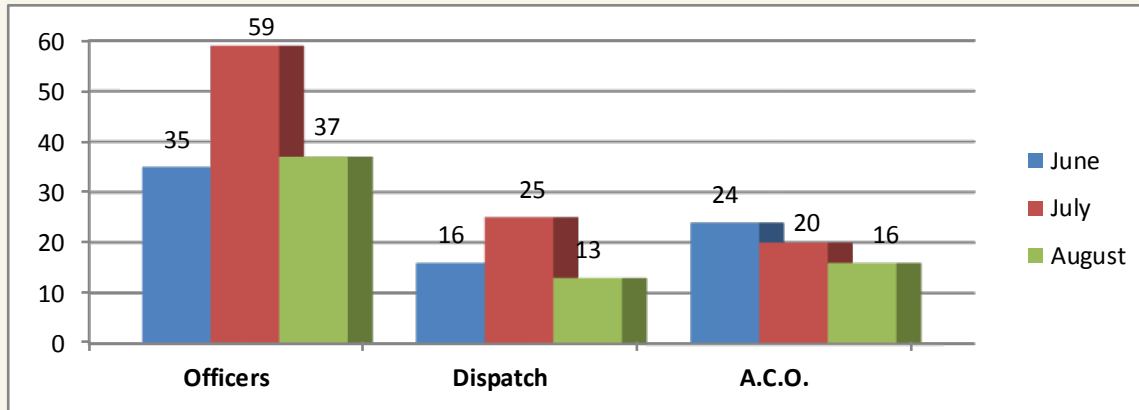
### **Patrol**

During the month of August 2015, there were three letters generated by the Dover Police Department that were sent to a certain licensed liquor establishments in Dover. Letters are sent as a result of analysis of police reports involving overly intoxicated persons. When it is determined an overly intoxicated person had been over-served, a letter is sent from the police department to the establishment. The letter, along with the police report, is also sent to the NH Liquor Commission's Bureau of Enforcement.

During the month of July, the Dover Police Department handled a total of 3,069 calls for service. Police officers made a total of 1,462 motor vehicle stops.

Additionally, police officers issued 11 non-motor vehicle related summonses and conducted 50 checks of the Community Trail.

## Animal Control:



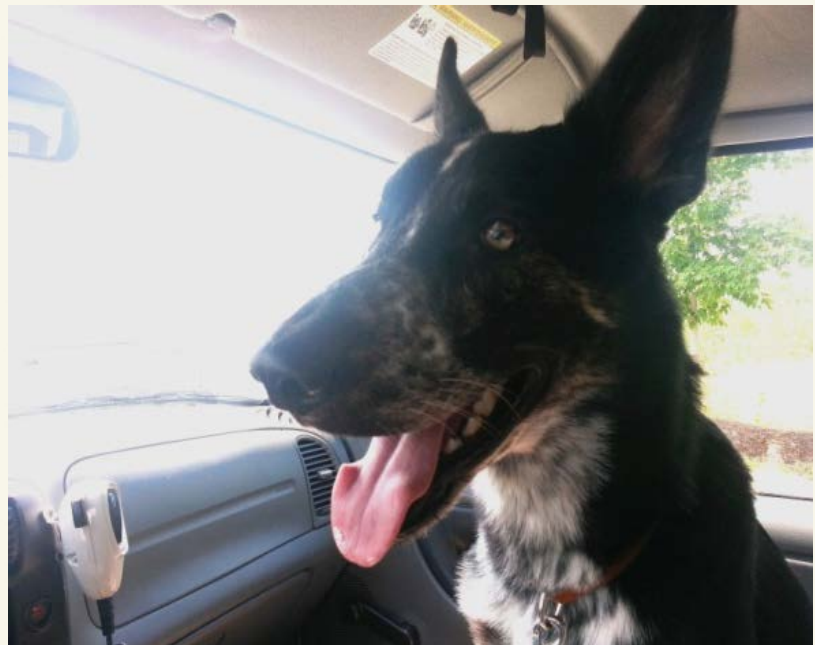
Total animal calls for service  
66  
Handled by Officers  
37  
Handled by Dispatch  
13  
Handled by ACO  
16

The Animal Control Officer followed-up on 6 investigations initially handled by patrol officers. Additionally, the Animal Control Officer returned 36 phone messages.

| Breakdown of calls – Officers |    |
|-------------------------------|----|
| Animal bites                  | 2  |
| Found animals                 | 8  |
| Wildlife                      | 2  |
| Barking dogs                  | 2  |
| Loose animals                 | 10 |
| Welfare Checks                | 12 |
| Deceased animals              | 1  |

| Breakdown of Calls – Dispatch |   |
|-------------------------------|---|
| Loose animals                 | 2 |
| Missing animals               | 6 |
| Welfare checks                | 2 |
| Found animals                 | 3 |

| Breakdown of Calls – Animal Control Officer |   |
|---------------------------------------------|---|
| Found animals                               | 4 |
| Animal nuisance                             | 1 |
| Dog/cat bites                               | 4 |
| Welfare checks                              | 3 |
| Loose animals                               | 2 |
| Lost animals                                | 2 |



Stray dog located by the Animal Control Officer that has not been claimed.

The Mounted Patrol handled the following during the month:

### **Downtown Liaison Unit**

In addition to the activity to the right, the officers assigned to the Downtown Liaison Unit had hundreds of public interactions which include education on crosswalk and bike safety, help with parking meters and parking, and general information about the City, the police department and the horses.

|           |                                                                           |
|-----------|---------------------------------------------------------------------------|
| <b>61</b> | <b>Public Assists-directions, pedestrian right of way education, etc.</b> |
| <b>35</b> | Parking Assists                                                           |
| <b>03</b> | Found Items                                                               |
| <b>01</b> | Motor Vehicle Accident                                                    |
| <b>05</b> | Hands Free Warnings                                                       |
| <b>01</b> | Unsafe Backing Warning                                                    |
| <b>01</b> | Assist with a Warrant                                                     |

### **K-9 Unit:**

The Dover Police Department's two K9 Teams consist of Officer Keefe with his partner Grinko and Officer Brown and his partner Barco. Officer Keefe and Grinko were called out for an attempted Robbery investigation. Additionally, each team conducted 20 hours of training during the month of August.

The City of Dover has three fire stations.



The library has 6,324 social media followers: 1,670 on Facebook, 635 on Twitter, 385 on Instagram, 1,112 on Pinterest, and 2,522 subscribers to the library's two e-newsletters. The library website received 47,402 hits during August. The Library posted 55 items on Facebook, 18 on Instagram, 30 on Twitter, and added 18 pins on Pinterest. Staff wrote 4 Blog posts, and sent one press release to media outlets during August.

The public library borrowed 39 items from the school libraries and sent 5. The public library's System Administrator aided the Dovertnet school libraries with 7 Koha system issues during August.

The Public Library was represented at the Children Museum's Maker Faire on Saturday, August 29. Five library personnel volunteered to staff a booth at the all-day event, showcasing library services and offering a make-a-mini-book craft to attendees.

The new historic markers being installed around Dover now have a QR code which links back to the library's website for additional information on the subject pictured on the marker.

On August 12-13, 2015, Dover Youth to Youth provided training for 9 adults from three different jurisdictions in Pennsylvania. These locations, which include Altoona and Gettysburg, are planning to start youth empowerment groups modeled on the approach developed here in Dover.

In early August, Vicki Hebert and Stephanie Retrosi attended the Community Anti-Drug Coalitions of America (CADCA) mid-year training conference in Indianapolis. At the conference, they had an exhibit booth and promoted a variety of resources that Youth to Youth offers including their youth empowerment toolkit, technical assistance and Samantha Skunk program. They sold 3 toolkits and received commitments for the sale of 6 others.

On August 20<sup>th</sup> and 27<sup>th</sup>, Dover Youth to Youth staff provided 2-hour training blocks at the McConnell Center to Dover kids who wanted to start preparing for presentations that will be given at Garrison School in October.

Sergeant Speidel performed a total of 7 child passenger seat inspections during the month of June. Each safety check takes approximately 30 to 60 minutes and involves a review of child restraint systems in the caregiver's vehicle, instruction on proper child seat installation procedures, and discussion of safety precautions specific to the age group. Sgt. Speidel is a certified Child Passenger Safety technician through the Safe Kids Worldwide program, and the police department provides this service free of charge.

On August 2, 2015, Captain Terlemezian attended the Seymour Osman Community Center's (SOCC) annual Hoopla fundraising event. Hoopla is an all day basketball tournament that takes place at the Woodman Park School and is a fundraiser for the SOCC. The event also featured a Touch a Truck attraction. Captain Terlemezian was there with one of the police department's 2015 Ford Interceptor utility vehicles. The kids enjoyed crawling in and out of the vehicle while also turning on the emergency lights and siren.

*To the right, several kids posing with a Dover Police Cruiser Touch a Truck event at Woodman Park School on August 2, 2015.*





On August 27, 2015, Captain Terlemezian and Officer Feliciano participated in the annual Dover Housing Authority Bike Parade. During this event, the children that live in the neighborhood decorate their bikes and, with a police escort, ride them throughout the neighborhood. The bikes are judged and prizes are awarded to the winners with the best decorated bikes. The evening ends with a cookout. The bike parade was very well attended with 190 participants and parents.

*To the right is Officer Feliciano participating in the annual Dover Housing Authority Bike Parade.*



The Department of Planning and Community Development continued to update its blog, Facebook page and twitter feed to communicate with the public. The Department of Planning and Community Development has 291 Facebook (City of Dover NH Planning) friends and 716 followers on Twitter @DoverNHPlanning).

The Department of Planning and Community Development promoted the Dover Community Trail through the Facebook fan page for the trail (with 1,010 fans).

The Department of Planning and Community Development mailed out 31 New Homeowner letters. These letters introduce new property owners to their zoning district and include other basic planning information, including links to the Dover Download.

Throughout the month of August the Assistant City Manager met with the City's Community Development Block Grant sub-recipients. These monitoring meetings are designed so that the City can understand how groups which receive funding through the City expend those funds. The meetings included tours of facilities and meetings with staff and clients of the various agencies. Tours and monitoring will continue in September.

In August, Planning and Community Development staff continued to update the City website with 2 presentations and reports regarding updates to zoning amendments, public private partnerships and the Community Development Block Grant Program. There are now over 360 sources of information listed.



Engine 9 and fire crews participated in the Dover Housing Authority Bike parade this month.

Engine 8 and fire crews went to a block party on Grove Street and between Hough and Ash Streets.

Engine 7 and fire crews participated in a public event at Tri-Star Gymnastics.

Engine 7 and fire crews supported Dover Soccer Association and went to their camp and sprayed water on the children. This community interaction makes our personnel accessible to the youth of the Community.

Engine 5 took a family that purchased a fire truck ride in support of the SEED auction on their trip. This entails two children and one adult on a ride in one of the apparatus and tour the station to get a first-hand look at fire operations.

Fire Companies assisted Dover Legion with repair of their flag pole.

Dover Fire provides opportunities to agencies to have students learn under the guidance of the Fire members. This past month, Fire & Rescue had 8 riders accomplish training with personnel. This ranged from proctoring paramedic, Advanced Emergency Medical Technician and Emergency Medical Technician students on the ambulance. This is a way we can support new medical personnel and evaluate future candidates that aspire to join Dover Fire.

Dover Fire & Rescue personnel spent a day passing the boot for Muscular Dystrophy Association (MDA). This spirited "Fill the Boot" campaign has the firefighters hit the streets where they ask pedestrians, motorists and other passers-by to contribute money in the boot. A voluntary toll was set up at Oak and Central Avenue and once again the public provided overwhelming support.



*Engine 6 on site for the MDA "Fill-the-Boot" drive.*



*Captain Haas receives contributions for MDA.*

# Current Special Project Highlights

## Police Facility & Parking Garage

During the month of August, crews began the erection of the precast garage sections. The garage structure will be completed by the last week of September. Crews will then begin installing all required plumbing and electrical components as well as the elevator inside the garage. Additionally, once the garage is erected and concurrent with the installation of interior garage mechanicals, crews will focus on completion of site landscaping. This will include new sidewalks and plantings, as well as the reconstruction of the Myrtle Street walkway. The walkway will be completed with new brick pavers, similar to the sidewalks being installed on Silver Street. The garage is on schedule to open to the public by the end of November.



*View of the southern side of the parking garage*

As the garage is built, work on the exterior facade as well as interior of the police facility will continue. The police facility is on schedule to open in late February 2016.



# City Programs

## **Gym**

The playgrounds program wrapped up with the last day on August 7<sup>th</sup>. Playgrounds lost 2 days due to weather this summer. Registrations began for new fall sessions of Shape up with Lisa Muscle Power and Interval Toning classes along with Yoga and Zumba®. All classes are held in the McConnell Center Dance Studio. The gym was cleaned and the floor refinished to get ready for the upcoming season.

## **Pool**

The Jenny Thompson outdoor pool has been very busy through the month of August. With all of the beautiful weather, August has had some of the busiest days of the summer. All swim lessons came to an end August 14<sup>th</sup>; lessons were very popular throughout the summer. Various groups continued to use the pools for swim practice such as Seacoast Swimming, Oyster River Otters, Great Bay Masters, Cannonball Swim and the Exeter Swim Team. Various camp programs also use the outdoor pool such as the City of Dover summer camps, Birch Hill Camp, Rollinsford Rec, Somersworth Rec, Kittery Rec, York Rec, Barrington Rec, Tri-Star Gymnastics camp and The Leach Hockey Camp just to name a few. The summer staff is now departing for school though some will be staying on for the school year as well. The indoor pool closed on August 24<sup>th</sup> to undergo its annual maintenance and will reopen on Tuesday September 8<sup>th</sup>. Overall it was a very good and busy summer with no major problems. The Jenny Thompson Pool will close for the season on Labor Day. Attendance for the Month of August includes an average of 300 patrons at the Jenny Thompson Pool every day for Rec Swim as well as 25 Lap swimmers and 30 Masters swim team participants. The indoor pool saw an average of 50 patrons taking advantage of lap swim.

## **Ice Arena**

Summer ends with a busy August at the Dover Ice Arena. Hockey leagues and skating programs wind down for the summer and all had good attendance for both adults and youth skaters. Many families came to the arena to cool off in the summer months. Rock Night had five events this month. Roller Derby wrapped up their season with a jam packed event Saturday, August 29<sup>th</sup>. There were two Roller derby bouts and the theme was heroes and villains. Fun costumes and great completion! Camp Kool ended their season August 14<sup>th</sup>. The summer camp was full once again this past summer. The youth hockey season gets under way with Dover Youth Hockey starting their practices in late August. Adult and youth stick practice saw 493 participants. There were two birthday parties this month.

## **Senior Center**

In addition to all ongoing activities, the Senior Center members continue to use fitness areas at Dover Recreation. Senior exercise and yoga classes are held Monday through Thursday mornings. A new fitness class – ZENgevity has debuted, which is a combination of gentle and joyful movements designed for those of age "50 or better" of all fitness levels. Pickleball continues to be a great draw for new members. Pickleball combines elements of tennis and ping pong on a badminton sized court, using a whiffle ball. In August, 126 people enjoyed learning and playing this new lifetime sport! The expectation is that number to grow even more with the opening of our 4 dedicated outdoor courts at Garrison School. Exercise classes are bustling with a total participation of 289 this month in senior fitness classes! Eight Senior Center members enjoyed a free round of golf at Rochester Country Club on August 6<sup>th</sup>. Members enjoy one day of free golf at RCC or Nippo Lake in Barrington each month of summer! The Senior Center's travel department took 90 seniors – two full busloads - on a beautiful summer cruise through Casco Bay to Bailey's Island and then to Freeport for some shopping. September is Senior Center Month, and there are LOTS of special events planned, including music, movies, speakers and a raffle for an autographed Red Sox baseball! Senior Advisory Board meeting: 6 participants, Mystery Lunch: 38 participants, Senior Center Lunches: n/a, Social: n/a



### **Public Library**

The library's Summer Reading Programs for children, teens, and adults concluded on August 5 with a performance by the Toe Jam Puppet Band (funded by the Friends of the Library) and refreshments. There were a record number of registrants for this year's programs---953---which included 683 children, 115 teens, and 155 adults.

The library's new improved website debuted on August 11. Visit this amazing website at <http://library.dover.nh.gov> to see all the innovations and enhanced content!

During August, the library recognized the 10-year anniversary of our Library Clerk Joanne Rano and the 5-year anniversary of library page Abby Steele.

In order to make room for newly acquired items, the annual summer "weeding" of the collection for worn out and little-used items continued throughout August. These items will be discarded and put in the annual Booksale in October.

There were 16 August programs offered at the library including a craft session, one movie showing, Lego Saturday, 1 author visit, 1 movie premiere by local filmmakers, 1 Game Night, and 5 musical performances. Total attendance at library programs in August was 796.



Above, pictures from Marker Faire, below, is a picture from the Summer Reading Program party.



### **Dover Court Diversion Committee**

The Diversion Committee met on August 20, 2015. As of the end of the month, there is a total of one pending Diversion case. Below is the breakdown:

- 0 cases already in active Diversion Contracts
- 3 successful completion and release
- 0 new cases heard

There is one new case awaiting review for the September 24, 2015 meeting.

### **Community Service Program**

The Community Service program continued to track two active participants during the month of August 2015. A total of 24 hours of community service hours were completed during the month and one of the participants finished his/her assigned hours.

### **Dover Coalition for Youth:**

Coalition Coordinator Vicki Hebert has been working with the Dover High School Athletic Director to set up Life of an Athlete for the start of the school year. Life of an Athlete promotes healthy lifestyles such as proper nutrition, being well rested and avoiding drugs and alcohol for student athletes to promote maximum performance. Dover Coalition will be providing student and coach's guides as well as providing weekly coaching tips throughout the course of the school year.

Coalition Coordinator Vicki Hebert continues to work with the United Way of the Greater Seacoast to finalize the contract for the Granite Youth Alliance. This grant provides funding for the Dover Police Department's Outreach Bureau personnel to work with staff from schools in the greater seacoast area to help them replicate Dover's youth empowerment prevention model.

The Community Outreach Bureau is in the process of developing a comprehensive plan to address the heroin epidemic. The plan will include community forums, education in schools, providing resources to addicts and a media campaign.

### **Dover Teen Center**

The Dover Teen Center calendar for August 2015 consisted of educational and social programming for its youth participants. For the month of August 2015, the Teen Center saw a total of 229 participants on 19 days of programming, which yielded an average of 12 participants per day. Some program highlights for the month of August 2015 included, but were not limited to the following:

- TC Trip! – "Wallis Sands Beach" (8/4)
- TC Drop-In Day – "TC 80's Movie Marathon" (8/5)
- TC Trip! – "White Lake State Park Hike & Swim" (8/13)
- TC Trip! – "Mousam Lake" (8/14)
- TC Trip! – "York Beach" (8/17)
- TC Trip! – "Alton Bay Picnic & Swim" (8/18)
- TC Trip! – "Mini-Golf Adventure" (8/20)
- TC Awareness Event – "Beep Kickball w/NH Association for the Blind" (8/21)
- TC Annual Trip! – "Clark's Trading Post" (8/25)
- TC Trip! – "Old Orchard Beach" (8/27)

The Dover Teen Center received two new registrations in August 2015.

On August 21, 2015, the Dover Teen Center teamed up with the NH Association for the Blind for a game of "Beep kickball" on the front lawn of the McConnell Center. Beep Kickball is the game of kickball adapted for the visually impaired. The ball beeps and once it is kicked, the object is for the runner to make it to one of two beeping bases before anyone in the field picks up the ball. During the game, everyone is blindfolded so that those are not visually impaired experience the game the same way as those that are visually impaired.





### **Dover Housing Authority Liaison Officer Program**

On August 17, 2015, Officer Feliciano along with Officer Lazos registered bicycles and handed out bicycle helmets to children in the DHA area. This was done approximately a week before the annual DHA bike parade so that all of the participants in the parade could have properly registered bicycles and helmets.

On August 27, 2015, Officer Feliciano gave two children within the DHA property backpacks and school supplies for the current school year. Officer Feliciano had identified that the children were in need so he took his children to Walmart to pick out school supplies for the needy children. Some of those supplies consisted of pencils, markers, composition notebooks, colored pencils, erasers, scissors, glue sticks, and a school supply box. Once together, Officer Feliciano delivered the supplies and back packs.

### **Dover Middle School Resource Officer.**

Officer Pieniazek began his assignment as the Dover Middle School Resource Officer on August 24, 2015. Because the students had not arrived, he spent that week setting up his office, getting acquainted with the building, faculty and staff, and participating in planning meetings for the upcoming school year.

One initiative that Officer Pieniazek will start, involves him and other officers eating lunch with certain students. Some of these students will have signed up for the opportunity to share their lunch period with the officer and others will be those identified by staff as likely to benefit from sharing their lunch with Officer Pieniazek. This program, called "Fine Dining with Dover's Finest", will also include patrol officers and starts in mid-September.

# Capital Improvements Program

Fiscal Years 2016 through 2021

## Major Projects – FY2016

Citywide Building Transformer Replacement  
Police Cruiser Replacement Program  
Cardiac Monitor & Defibrillator Replacement  
Staff Vehicle Replacement  
Public Works Heavy Equipment  
General Street Improvements  
General Sidewalk Improvements  
Bridge Improvements  
Drainage System Improvements  
Traffic Calming Improvements  
Traffic Signal Upgrades  
Street Reconstruction: Broadway RR Culvert,  
Keating/Birchwood, Nelson St, Richardson Drive  
Replace Oak Street RR Bridge  
Park Infrastructure Replace/Maintenance  
Public Library Books & Collections  
Water Exploration  
Water Heavy Equipment Replacement  
Water Light Vehicle Replacement  
Water Main Replacement – City Wide  
Water Meter Replacement  
Water Treatment Plant & Well Equipment  
Wellhead Protection  
Water Main Replacement – Keating/Birchwood,  
Nelson Street, Union Street  
Inflow/Infiltration Study/Mitigation  
Pump Station Equipment Replace/Maintenance  
Sewer Heavy Equipment Replacement  
Sewer Light Vehicle Replacement  
Sewer Main Replacements – City Wide  
Pump Station Replacement – Leighton Way  
Pump Station Upgrade – Varney Brook  
Sewer Main – Nelson Street  
Sewer Main – Richardson Drive  
Sewer Main Replacement – Keating/Birchwood

*The projects listed above represent the legitimate equipment and infrastructure needs supporting the diverse requirements of our community. I, as City Manager, have proposed a multi-year capital project schedule and developed a financial plan that will support the City's needs by using varied sources of funding that continue our ongoing need to migrate away from the use of debt. This program proposes to sustain a positive trend of including increased regular, recurring capital maintenance within our annual operating budgets including the ongoing funding and use of capital reserves in order to reach more appropriate levels for a community of our size and character. The CIP document/schedule can be viewed on the City of Dover website.*

## Project Updates

### STREET IMPROVEMENTS

**Current:** Garrison Road has been paved. They will start paving on Sixth Street soon.

**Previous:** No action to date. Paving preparations will start the week of August 10<sup>th</sup> on Garrison.

### TOLEND ROAD RECONSTRUCTION

**Current:** The shim and final top coat of asphalt has been installed as of Sept 8<sup>th</sup>. They will gravel the shoulders, paint road lines and tie in the driveways in the next couple of weeks.

**Previous:** An agreement has been reached by all parties and work has started. Crack sealing has taken place and final road paving will start by end of August. Paving of driveways and sidewalks will occur over the next few weeks.

### TOLEND LANDFILL REMEDIATION

**Current:** The groundwater extraction system is operating at 100% once again as the iron blockage in the sewer force main and gravity line have been cleaned. Modifications to the cleaning operations have been implemented to improve the situation. The system will be monitored to gauge how effective the changes are.

A meeting with Councilor Gagnon, Doug Steele, and representatives of NH Fish and Game took place at the landfill to discuss a plan to reopen hunting on portions of City property adjacent to the landfill while maintaining a safety zone to protect workers at the landfill and the remediation system assets. The plan will be presented to the City Council for review and action by the City Council.

**Previous:** The groundwater extraction system was shut down for a period of time as the sewer line had become clog as a result of iron. The blockage was in an inaccessible area that required the mobilization of special equipment to clear the blockage. A review of operation procedures and maintenance schedules will consider ways to prevent iron build up in the sewer line.

### **WASTEWATER TREATMENT FACILITY**

**Current:** The Waste Water Treatment upgrade to add nitrogen removal is online. The system is acclimating and being brought up to operational level. So far the system is performing well with weekly testing of Total Nitrogen levels. Once the system reaches operational efficiencies a second round of river samples will be collected to see if there is a measurable change in conditions and water quality compared to samples collected before the system was initiated.

A meeting with EPA is being scheduled for early September to discuss the City's wastewater permit status.

**Previous:** Sampling in the Piscataqua River is being done prior to the wastewater plant initiating the new nitrogen removal process and will be continued after the nitrogen removal process is in operation to try and detect any water quality changes in the river.

Wastewater Treatment Plant upgrade is continuing and the nitrogen reduction process is scheduled to be initiated later this summer and expected to be fully operational by September significantly reducing nitrogen in the plant effluent discharge.

### **SILVER STREET RECONSTRUCTION**

**Current:** Drainage is being installed on Silver Street from Central Avenue to Locust Street. The Trees and light poles have been installed on the outer section of Silver Street.

**Previous:** The water main installation has been completed. Drainage will start at Central Avenue and go up Silver Street mid- August.

### **WATSON ROAD RECONSTRUCTION**

**Current:** Only minor punch list items remain.

**Previous:** Only minor punch list items remain and will be done when work is done on Tolend Road.

### **KEATING / BIRCHWOOD RECONSTRUCTION**

**Current:** We had a project kickoff meeting with D&K to review scope and services. They are in the process of scheduling survey of the area. We hope to do an initial neighborhood meeting in the late fall.

**Previous:** Project kickoff scheduled for August 26<sup>th</sup> with Dubois and King. NHDES has ranked this project as having high potential for funding in the Non-Point Source, Wastewater, and Water State Revolving Funds. We will continue to explore this possibility.

### **RICHARDSON DRIVE RECONSTRUCTION**

**Current:** Tighe & Bond has had two initial meetings with staff and are preparing for the first of two neighborhood meetings. The first meeting is scheduled for September 17<sup>th</sup> at 6:30 at the Community Services department. With feedback, T&B will move forward with design plans for staff review.

**Previous:** Project kickoff meeting with T&B and Doucet Survey occurred on August 5<sup>th</sup>. They are currently collecting survey. NHDES has ranked this project as having high potential for funding in both the Non-Point Source and Wastewater State Revolving Funds. We will continue to explore this possibility.

### **NELSON ROAD RECONSTRUCTION**

**Current:** Tritech Engineering has submitted plans and specifications for staff review. The project is anticipated to go out to bid in the late Fall for construction in the Spring.

**Previous:** Tritech Engineering is waiting for a new contract prior to resuming work on project.

### **LEIGHTON WAY PUMP STATION REPLACEMENT**

**Current:** Waiting for approval on change order.

**Previous:** Waiting for CMA Engineers to send a change order for additional survey work to place the new station.

### **TRAFFIC SIGNAL UPGRADE**

**Current:** An approval was received for the antenna on the Exit 7 monopole. An encroachment permit application has been submitted to the D.O.T. Currently waiting on approval.

**Previous:** No change at this time.

### **BRIDGE UPGRADES**

**Current:** GM2 started work by inspecting the bridges on August 26<sup>th</sup>.

**Previous:** General: a bid will be awarded to GM2 to investigate and specify fixes for Chestnut and Central (by First St) expansion joints. They will also design a fix for the water main on the new Washington Street Bridge. They will also design an asphalt deck replacement for the Central (by First St) bridge.

Whittier Street Bridge: a change order is in process with Louis Berger to pursue easements needed for the bridge slopes. Work is still projected to start next year.



### **INFLOW & INFILTRATION**

**Current:** A pre-construction meeting was held with Wright Pierce Engineering and S.U.R. Construction. The neighborhood meeting has been set for September 14. Construction will begin on September 21.

**Previous:** Working with engineering staff on the Inflow and Infiltration (I&I) work for sewer mains for the Mill Street sewer shed. The current contractor calls for, approximately, 900 feet of pipe lining and pipe replacement on Longmeadow Road and Beech Road. Three bids were submitted. The city has chosen S.U.R. Construction. Awaiting City Council approval.

### **WATER FACILITIES UPGRADE**

**Current:** Willand Pond is pumping from both wells. Underwood is currently in the design phase for Lowell, Calderwood, Campbell, Smith and Cummings. This is Phase 1 of the project.

**Previous:** Staff ran discharge piping for the 2nd production well at Willand Pond. Underwood is preparing a survey and borings. Number 1 and 2 wells at Willand Pond are running for a 90 day water quality test.

### **COCHECHO RIVER DREDGING:**

**Current:** The First Street and Police Station projects are completed as far as disposing of soil in the dredge cell. The former wastewater / DPW parcel on River Street has approximately 13,000 cubic yards of soil that needs to be excavated and disposed in the dredge cell. Once that is complete it will be ready for closure.

The anticipated schedule for closure of the dredge cell will be in 2016.

**Previous:** Soil from the Orchard Street project is beginning to be placed in the dredge cell for use later as a capping material. The major excavation at Orchard Street is scheduled to take place over the winter and the soil will be placed in the dredge cell and stored until needed to cap and close the facility.

GZA the engineering firm that completed the environmental characterization of the River Street property has provided a work scope to oversee the removal and backfilling of the approximately 13,000 cubic yards of unsuitable soil left at the former DPW site. NHDES has approved disposal of this soil in the dredge cell for disposal. A contract with GZA will be presented to the Council for approval once a funding source has been identified.

### **WATER FACILITIES UPGRADE:**

**Current:** Underwood Engineering conducted an exterior tank inspection of Garrison Hill. They are in the process of pilot testing for iron and manganese at Smith and Cummings Wells. Pilot testing for Willand Pond will begin in September. Design work is ongoing on Phase 1.

**Previous:** Willand Pond is pumping from both wells. Underwood is currently in the design phase for Lowell Ave, Calderwood Well, Campbell Well, Smith Well and Cummings Well. This is the first phase of the project.

## Recognition



Anthony Colarusso started on August 10<sup>th</sup>, 2015. Anthony is a NH Firefighter Level II that is a graduate of Dover High Schools Career and Technical Education program. He was also a member of Rollinsford Fire and McGregor Memorial EMS service. He is an Advanced EMT.



Jeffrey Nelson started on August 10th, 2015. Jeffrey is a NH Firefighter Level II that recently achieved his Advanced EMT certification. He worked at Pease Fire Department and is a lateral transfer to work in Dover.



Michael Ryan started on August 10<sup>th</sup>, 2015. Michael is a NH Firefighter Level II that recently achieved his Advanced EMT certification. He worked at Pease Fire Department and is a lateral transfer to work in Dover.



Jason Nicoll started on August 17, 2015. Jason is a NH Firefighter Level II that worked in Milton NH as a full time Firefighter/AEMT. Jason is a lateral transfer to Dover and is a resident of Dover. Jason also worked per diem for Pelham NH.

Planning and Community Development staff wished a fond farewell to Masters in Public Administration Fellow, Michal Zahorik. Michael resumed his studies as a student at the University of Southern Maine in August. While in Dover for the summer, Michal is worked with Planning staff to develop an updated catalog of City owned property, including listing recommendations of disposal if the property is surplus. Michal also worked on developing an ordinance for Dover's Right of Ways. This work is cross departmental and allowed Michal to see how the various departments work together to address issues and coordinate efforts.

The City Clerk Tax Collection Office welcomes three of its newest employees! Prudence came on board at the beginning of August. Connie and Tracy were hired before Prudence and have been training for the past month. Welcome aboard, ladies!



Tracy Watts



Prudence Barnaby



Connie Murphy

Media Services welcomes Michael Lockhardt as our new Media Services Technician. Michael has worked for the City for 6 months as a camera operator and will now step into the MST position. Michael has extensive experience in video production and post-production, as well as technical experience with computer systems. As Media Services Technician, Michael will be helping the City with meeting maintenance online and on Channels 22 and 95, will assist with a variety of production work, and will help create and produce online and televised content for Dover's public schools.

The first episode of the City's documentary style show about City operations, "A Closer Look," won second place in a national competition of government and community programming! The winning episode featured the City's storm management response and was one of three finalists among more than 1,000 entries from across the country. The award was presented at the annual meeting of the National Association of Telecommunications Officers in San Diego, California on Sept. 11, 2015. Dover's entry was the only award-winner from New Hampshire. Congratulations to Mike Gillis!



# Professional Development

Inspection staff members attended a seminar on NFPA 72, fire alarm & signaling code.

Public library staff attended webinars during July on the topics of "Advocacy Never Stops: New Tools for Taking Action" and "39 Creative Ways Non-Profits Can Use Email Marketing".

Incoming Dover High School 9<sup>th</sup> grader and Dover Youth to Youth member Hannah Martuscello participated in an all expense paid advocacy training symposium in Washington, DC put on by the Campaign for Tobacco Free Kids. The 5-day training program included a trip to the US Capitol where she had the opportunity to meet Senator Kelly Ayotte.

The Eight Dover officers that are assigned to the Strafford County Regional Tactical Operations Unit all attended a one week advanced tactics training for tactical teams. This training included range, room clearing, and building approach training among other topics.

Connie Murphy and Tracy Watts Account Clerks in the City Clerk/Tax Collector's office attended their mandatory two-day New Hampshire Division of Motor Vehicles Training Session.



*Hannah Martuscello with US Senator Kelly Ayotte*

On August 6, 2015, ten Dover police officers attended training on the Blue Courage program. The concept of Blue Courage is that police officers need to have the courage to perform their duties at the highest ethical and moral standards while also making sure to take care of their own physical and mental well-being. This class was held at the University of New Hampshire.

On August 24-26, 2015, Sergeant Speidel and Lieutenant Beaulieu attended a three-day course in Critical Incident Response for Police Supervisors. Course topics included active shooter incidents, mass casualty incidents, terrorism response issues, unified command, and the practical application of the Incident Command system. On the following day, Officers Mitrushi and Joslin an abbreviated version of the course intended for line officers.

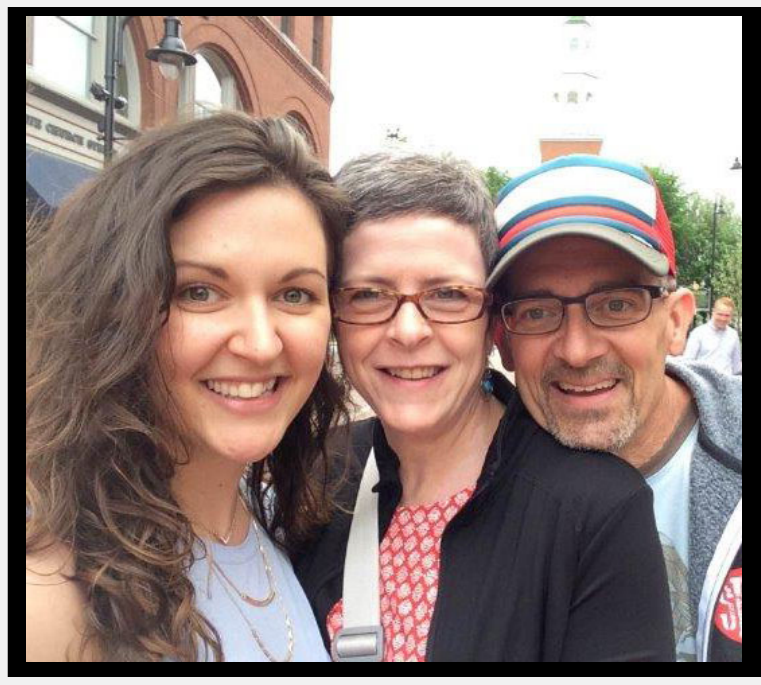
Officers Lazos and Courter and Sergeants Harrington and Nadeau attended a one week course in the Map Scenes Accident Reconstruction Software system from August 10-14, 2015 at the University of New Hampshire. All are members of the Dover Police Department's Traffic Accident Investigation Team.

During the month of August, sworn officers received refresher training in the use of the ASP baton, OC spray, and handcuffing techniques as part of their annual training.

Vicki Hebert attended a webinar presentation on Thursday August 20, 2015 titled "A Discussion on Opioid Overdose Prevention: Saving Lives with Naloxone."

Vicki Hebert, Stephanie Retrosi, and Captain Terlemezian attended the NH Marijuana Summit in Concord NH on August 27<sup>th</sup>. The summit provided an overview of current NH policy around marijuana including detailed information about the implementation of medical marijuana and the creation of alternative treatment center distribution sites. The summit also highlighted information and lessons learned from states like Colorado and Washington where marijuana has been legalized.

## EMPLOYEE SPOTLIGHT



If you don't wander in to the City Clerk/Tax Collection office, many of you may not know Denise Steneri. Denise is pictured to the left, sandwiched between her daughter and her husband.

In December, Denise will be celebrating her 9 year anniversary with the City of Dover. She was hired as an Account Clerk and has been in that position ever since. Denise's main job responsibility is ensuring that all of her customers are well informed and that she handles all scenarios accurately.

What Denise likes most about her job is the enjoyable interactions with familiar faces and knowing that she has given her customer the best possible customer service.

There was one instance Denise can remember where she didn't like her job. That was when she had to process a death certificate of one of her long-time friends.

Denise resides in Dover with her husband of thirty years. They are both from northern New York, landing here with the Marine Corps in 1986 and lived on Summer Street before moving a few times with the military. They settled back in Dover in 2008 at the north end when they built their home. Denise's husband is Brian, with an 'l', and he is 'cuter than a puppy'. They have one daughter, 'who is cuter than a litter of puppies' and also lives in Dover. Although their daughter lives on her own, some her stuff still lives with them! Denise is the last of five children, although not considered the 'baby'. She says that distinction belongs to her older sister, who was a little needy and whiney growing up. Denise is going to be sure to send her sister a link to this article!

Denise likes to make people laugh! She is a foodee and she loves to cook and enjoys trying new restaurants. She likes to yard sale and says traveling is the bomb.

The next time you are walking by the Clerk's Office, introduce yourself to Denise. She is the first pretty lady you meet as you enter the office. Although she is most likely going to be busy assisting residents, you may catch her when there isn't someone waiting. She would love to see a new face!

Thank you Denise, for your sense of humor and your 9 years of service with the City of Dover!

**The City Manager kept the City Council up to date with various emails throughout the month. Most are highlighted below:**

- ◆ The City Manager forwarded a letter to the City Council regarding the schedule for completion of Tolend Road.
- ◆ The City Manager reminded the Council of an executive session on 8/7/2015.
- ◆ The City Council was briefed by the City Manager on the recent damage to a police cruiser.
- ◆ The City Manager invited the City Council to attend other state and local officials to the Berry Brook site for a field visit.
- ◆ Councilor Hooper's School Board Report was forwarded to the Council by the City Manager for inclusion in their agenda packets.
- ◆ City Manager Joyal forwarded the article *Dover Ranked as One of Top Communities in US for Women Entrepreneurs* to the Council.
- ◆ The City Manager reported to the Council that a Certificate of Achievement for Excellence in Financial Reporting has been awarded to the City of Dover by GFOA.
- ◆ The City Council was made aware by the City Manager that Dover has filed a petition for declaratory judgment with the Strafford County Superior Court regarding information the Mayor will be forwarding to them.
- ◆ The City Manager reached out to other communities seeking support in the Adequate Education Cap and what they can do.
- ◆ The Council was invited by the City Manager to celebrate with everyone at Fire Chief Richard Driscoll's retirement get-together at the North End.
- ◆ An fyi was sent to the Council by the Manager regarding the 8/26 agenda and the pricing amount will be corrected.
- ◆ Along with the above updates to the City Council, the City Manager provided follow up and responses to individuals where the City Manager was included in the initial correspondence.

**Total Tax Rate: \$26.01**

**City Tax Rate**

**\$10.09**

**Local School Tax Rate**

**\$10.50**

**State Education Tax Rate**

**\$2.49**

**County Tax Rate**

**\$2.93**

**Tax Year – April 1 to March 31  
due in December & June**

In the Public Welfare Office, spending this month went down by over \$3100. Most individuals are at least working part time and have to give less help. The big change this month was a number of people who needed help with rent. Finding affordable housing in Dover for those working part time or at an entry level position is getting harder to find. This is shown by the fact that the office paid an average of \$31 more this month for those we helped with rent. The number of shut offs for electric service was cut in half from last month. All other categories were down.

The City Manager's Assistant coordinated the Department of Labor Safety Audit findings with each of the departments that needed items corrected. Although punch list items are fairly small issues, it will take time for the corrections to take place.

The City Manager's Assistant is also working with the New Hampshire Municipal Association's legal staff to host a training on Discrimination in the Workplace for all department heads and supervisors.

# Parking & Traffic

## **Parking Bureau**

At a recent meeting, the Parking Commission recommended that upon opening of the parking garage, that the remaining surface parking spaces in the Orchard Street lot be reserved for customers/visitors during meter hours. Permit holders would be directed to the garage. This proposal will be sent to City Council for consideration this fall. They also recommended that the three spaces on Broadway between Central Avenue and the fire station be included in the metered parking system for an evaluation period.

The Parking Commission will be reviewing the FY17 fee schedule during their next few meetings. Joseph DiGregorio has been appointed as the sixth member of the Commission.

A list of those interested in obtaining permits in the parking garage was started in August. Interest has been strong due to the added value of covered parking during the winter months. Current permit holders will be given priority, followed by those on the list, which does not commit them to a permit at this time.

## **Traffic Bureau**

Sgt. Speidel fulfilled Planning Board Technical Review Committee responsibilities for three separate projects during the month of August, which included review of proposed site plans and technical input on traffic and security concerns on behalf of the police department.

The Speed Monitoring and Awareness RADAR trailer was deployed in several different locations during the month of August, including Durham Road, Dover Point Road, Piscataqua Road, Portland Avenue, Stark Avenue, Middle Road, Littleworth Road and Sixth Street.

With supplemental funding through grants provided by the NH Highway Safety Agency, the Traffic Bureau coordinated several targeted patrols during the month of August to enforce traffic violations in the following key areas: speeding, traffic control device violations (red light / stop signs), crosswalk and pedestrian related violations, and DWI enforcement. These initiatives were used to supplement the Patrol division's traffic enforcement efforts to increase police presence on several secondary roadways, including but not limited to Watson Road, Tolend Road, Sixth Street, Old Rochester Road, Piscataqua Road, and Middle Road.

On August 10, 2015, Dover officers participated in the Operation Safe Commute statewide coordinated enforcement initiative. The date was selected by the New Hampshire Highway Safety Agency. Extra traffic patrols were performed during peak commuting hours under a contract from NHHSA which reimburses the agency's personnel costs. Targeted violations included moving violations – including speeding - tending toward aggressive driving behavior or distracted driving.

Sgt. Speidel worked closely with organizers of the third annual Mini Maker Faire, hosted by the Children's Museum of New Hampshire on August 29 at Henry Law Park. The Traffic Bureau provided an array of equipment to help facilitate this event, including event parking signs, cones, barriers and barricades to help cordon off portions of the park.

The Traffic Bureau helped coordinate or provided equipment to facilitate event parking, road closures, or other traffic control particulars for the following events during the month of August:

Seacoast Grower's Association's Farmer's Market, August 5, 12, 19, and 26

Grove Street neighborhood block party, August 8

Dover Professional Fire Officers Association's MDA benefit road toll, August 22

Fire Chief Driscoll's retirement celebration on August 28



The Assistant City Manager attended two meetings relative to the progress of the High School renovation/rehabilitation project. The Assistant Manager continues to advise the JBC/SAU on planning and traffic related issues.

The City Planner and Assistant City Planner attended pre-construction meetings for development projects with the Community Services Department staff and Building Official.

Staff members from Engineering and Planning met to discuss the status of common projects and coordinate work on August 12<sup>th</sup>.

The City Planner continues to be a member of the State of New Hampshire Coastal Risks and Hazards Legislative Committee to review climate issues relative to the Great Bay and Seacoast NH areas.

Planning and Community Development staff finalized provisions for the City's Community Revitalization Tax Credit Program. This program, based upon NH RSA 79-E, allows the City Council to consider and approve a tax relief period for proposed redevelopment of underutilized urban property. Staff developed an application for review, as well as covenants for the Council to review and apply, as necessary to any approved application. The Council adopted these provisions in August. Staff has been advising property owners on the provisions and program.

Planning and Community Development staff continued to assist the Cochecho Waterfront Development Advisory Commission in its pursuit of developing the City's River Street parcel. Planning staff worked to coordinate a scope of services program for the contract and held a meeting on August 18<sup>th</sup> with Union Studio and their sub-consultants to discuss the detailed scope of services. Staff worked with the city attorney and purchasing agent on developing a contract.

Planning and Community Development staff worked to address changes to zoning amendments which the Planning Board has been working on for over a year. The work was a follow up to two public hearings. In addition, the Assistant City Manager and City Planner attended the Ordinance Committee meeting of August 12<sup>th</sup> to address formatting concerns and attended a City Council workshop on August 5<sup>th</sup> and regular City Council meetings on August 12<sup>th</sup> and 19<sup>th</sup> to discuss zoning amendments.

The Assistant City Manager worked on redrafting the request for proposals for the Waldron Court Parking Lot, after the Parking Commission reviewed it in July. The RFP will be released in September.

To complete the final tasks of the Northeast Regional Ocean Council (NROC) Coastal Community Resilience Grant, Planning Staff coordinated a second mailing of the "Flood Information" brochure to 750 affected property owners. The grant funded design, printing, and mailing costs. The first mailing was completed in November 2014; additional copies of the brochure are available in the Planning Department office and City Hall lobby. Staff also prepared a press release in conjunction with the mailing to publicize the City Council's adoption of the new FEMA flood hazard maps. Several property owners have inquired as to how the map update affects their property.

The City Planner continued to coordinate the easement monitoring efforts of the Open Lands Committee, including conducting monitoring in the Enterprise Park area on August 20<sup>th</sup> and 27<sup>th</sup> with volunteers.

Planning and Community Development staff worked with VHB Consultants to continue the data collection phase of the Transportation Master Plan. This plan will replace the 2000 chapter in place today. The goals of the Plan will be to explore areas to further Dover's Complete Street's policy, view opportunities for traffic calming in the City, and expand options for mass transit. On August 24<sup>th</sup>, the first Steering Committee meeting was held. This organizational meeting set up the committee structure and introduced the Committee to VHB, and discussed the process to be used. A Kick off meeting will be held at the September 21, 2015 TAC meeting.

Planning and Community Development staff began the process of planning the City Hall remodel and move to create more efficient work space throughout City Hall once the Police Department relocates to its new facility in Spring 2016. To start off the process, Assistant City Planner Pohli took a tour of the current Police Station, interviewed representatives from each Department, and has drafted an RFP and timeline. The goal is to have a design in place by January 2016 and to begin any remodeling in the Locust Street Police facility on April 1<sup>st</sup>, with hopes to have all departments in place by July 2016. Once the City Hall remodel and move takes place, each Department should have a safer and more functional space, including storage, conference areas, offices, break room, and accessible access. The idea is to make the building more customer friendly by creating a one-stop center for residents to come to visit the City Clerk/Tax Collector's office, Water/Sewer Billing, and Parking Bureau with close available parking and pedestrian friendly entrances.

Planning and Community Development staff finalized a Land Use Management Plan for municipal lots. This plan catalogs all of the property owned by the municipality and categorizes its use. The plan will identify lots that the City can be disposed of, lots that can be enhanced, lots with public access, and lots that have a future use planned.

Planning and Community Development staff collected and reviewed project requests for the City's Capital Improvements Plan. The project reviews included meeting with Department Heads and discussing the projects and their potential financial impacts. This six year plan is designed to link the City's infrastructure needs to its fiscal policy. The program is developed by staff over the summer, and the City Manager prepares a final recommendation for the City Council and Planning Board to review and authorize.

Planning and Community Development staff received word that Dover's Consolidated Plan was approved. This five year plan guides the City's Community Development Block Grant program and is used when the Planning Board and City Council develop the annual Action Plan. This plan was submitted to the US Department of Housing and Urban Development in July for review.

Planning and Community Development staff continue to work with Community Services and Police staff on the final elements of the First Street development at 100 First Street. These elements included resolving parking and loading issues, as well as coordinating paving and final needs for the development to receive certificates of occupancy from the Inspection Services Division of the Fire Department. The First Street developers appeared before the Planning Board on August 25 and received approval for a waiver of the Public Safety-Police impact fee.

Planning and Community Development staff negotiated Term Sheets with 2 developers for projects located in Dover. The first was a development to be located at 181 Silver Street. This non-residential project will include an Assisted Living facility, medical offices, bank, restaurant and hotel. The project received Zoning Board approval for a variance for the Assisted Living use, and a variance for the height of the hotel. The Development Agreement term sheet lays out terms where the developer will make public improvements to Silver Street in return for reimbursement by the City for part of the improvement costs. The City Council held a workshop and discussed this term sheet during a regular meeting, in August, before approving the Development Agreement.

The second project is the redevelopment of the property located at the intersections of Chestnut Street and Locust Streets with Washington Street. The development will include a mixed use, multi-story building with associated parking. The Term Sheet outlines an agreement whereby the Developer will pay for improvements the City will make at the intersection of Chestnut and Washington Streets, and the City will transfer land it uses as a parking lot on Locust Street to the Developer for re-use. The agreement also stipulates that the City will consider an application under the recently adopted provisions of the Community Revitalization Tax Credit Program. The City Council held a workshop on this item and will be reviewing the term sheet for approval in September.

### **Planning Board:**

- ◆ Approved an Open Space Subdivision for MCL Builders and Developers, LLC (Owner: Mace Family Revocable Trust), Assessor's Map I, Lot 6-C, zoned R-12, located at 46 Back River Road. (Subdivide existing lot into 8 lots)
- ◆ Approved the Impact Fee Waiver Request for Riparia – One Hundred First Street, LLC, Assessor's Map 6, Lot 3, located at 100 First Street. (Waiver of Public Safety – Police Impact Fee in return for First Street lighting as per 170.23-F-1-c).
- ◆ Approved a Minor Lot Line Adjustment for George Maglaras (Owner: City of Dover), Assessor's Map 24, Lots 105 & 105A, zoned CWD, located at 20 & 22 Cocheco Street.
- ◆ Approved a Minor Lot Line Adjustment for George Maglaras, Assessor's Map 24, Lots 138 & 139, zoned CWD, located at 31 & 33 Cocheco Street.
- ◆ Approved a Conditional Use Permit, per Chapter 170-20-B(2), for Jason White (Owner: Big Holdings, LLC), Assessor's Map 23, Lot 24, zoned CBD-General, located at 245-249 Central Avenue. (Proposed 2nd residential building with 4 dwelling units & ground floor garage stalls as opposed to commercial).
- ◆ Approved a Site Plan Review for Johnson Creek Village (Owner: Real McKoy Properties, LLC), Assessor's Map H, Lot 1, zoned B-4, located at 301 Durham Road. (Proposed 9,880 sq. ft. elderly assisted care home attached to existing structure to contain 2 accessory staff apartments).
- ◆ Approved a Site Plan Review for Geoff Aleva, PE (Owner: Bob McGuire), Assessor's Map G, Lot 31-1, zoned I-2, located at 50 Crosby Road. (Proposed 12,000 sq. ft. building with 21 parking spaces).

### **Zoning Board:**

- ◆ Denied a variance for Gregory and Laura Halsey, 7 Hull Avenue (Tax Map 35, Lot 49) located in the Medium Density Residential (R-12) District, who requested a variance from Section 170-14.A(2) of the Zoning Ordinance to permit the demolition and reconstruction of an existing attached breezeway and garage, where the widened garage would have required a two-foot setback where a six-foot side yard setback. The Board advised the applicant to seek a lot line adjustment.
- ◆ Approved a variance for Steve and Briana Hyde, 45 Dover Neck Road (Tax Map M, Lots 78 & 79D) located in the Rural Residential (R-40) District, who requested a variance from Section 170-12.A of the Ordinance to transfer the two-family conversion right of a pre-1964 dwelling on Lot 78 to Lot 79D to permit the construction of a two-family dwelling on Lot 79D, where a single-family dwelling is permitted.
- ◆ Approved a variance for Carl Thibodeau, 8 Pineview Drive (Tax Map L, Lot 48M) located in the Low Density Residential (R-20) District, who requested a variance from Section 170-12.B of the Zoning Ordinance to allow 92.51 feet of frontage where 125 feet is required.
- ◆ Approved an equitable waiver for Heron Bay Partners, LLC, 38 Cielo Drive (Tax Map H, Lot 4-38) located in the Assembly and Office (I-4) and Residential-Commercial Mixed Use (RCM) Overlay Districts, who requested an equitable waiver per Section 170-52.C(d) from the dimensional requirements of Section 170-28.2.F(2) of the Zoning Ordinance, specifically where 24 feet between buildings is required but 20.7 feet exists.

**Conservation Commission**

- ◆ Reviewed and tabled a City of Dover Conditional Use Permit for River Valley Development Corp. (Agent: Chris Berry), Assessor's Map 38, Lot 9-A-2, located off Central Avenue. Proposal is to build an office building with 8 residential units on a vacant lot, owned by Gulf Landing Property. Parking, drive aisles and drainage improvements are within the 50-foot wetlands buffer.
- ◆ Reviewed a management plan for a conservation easement lot in the Washington Highlands subdivision with the homeowners association.

**Energy Commission**

Met to discuss:

- ◆ October Land Use Board Meet and Greet Presentation
- ◆ Photovoltaic System RFQ. Three companies responded. The Commission voted to conduct interviews with each respondent. Planning and Community Development Staff assisted by preparing questions and coordinating an interview schedule. A selection is anticipated for September 16th.

**Technical Review Committee:**

Reviewed the following:

**Transportation Advisory Commission**

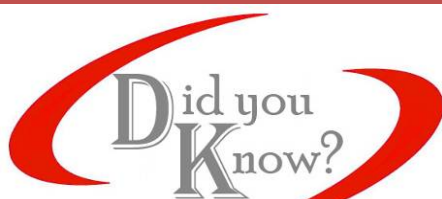
Did not meet.

**Housing Standards Board:**

Did not meet.

**Community Trail Committee:**

Staff met with the Community Trail Committee Chair to get an update on the trail and to schedule a meeting for September.





City of Dover

As of August 31, 2015

Parking Garage:

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

**City of Dover**  
**Parking Garage:**

As of August 31, 2015

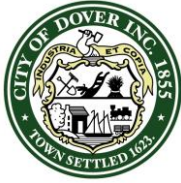
|                   |                | <b>DATE</b> | <b>DESCRIPTION</b>                                       | <b>AMOUNT PAID</b> | <b>INVOICE #</b> | <b>VENDOR NAME</b>                     |
|-------------------|----------------|-------------|----------------------------------------------------------|--------------------|------------------|----------------------------------------|
|                   |                | 4/23/2015   | Progress payment - Guaranteed Maximum Price Construction | \$473,728.09       | #8 B14007-G      | HARVEY CONSTRUCTION CORPORATION        |
|                   |                | 5/7/2015    | Pile observation and documentation/geotech design        | \$2,069.94         | 48298            | RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
|                   |                | 5/7/2015    | Pile observation and documentation/geotech design        | \$7,195.45         | 48445            | RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
|                   |                | 5/21/2015   | Pile observation and documentation/geotech design        | \$1,502.95         | 48533            | RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
|                   |                | 5/28/2015   | Progress payment - Guaranteed Maximum Price Construction | \$550,830.37       | #9 B14007-G      | HARVEY CONSTRUCTION CORPORATION        |
|                   |                | 6/25/2015   | Progress payment - Guaranteed Maximum Price Construction | \$755,059.67       | #10 B14007-G     | HARVEY CONSTRUCTION CORPORATION        |
|                   |                | 6/25/2015   | Independent Inspections                                  | \$1,040.00         | 15-4-000170      | JOHN TURNER CONSULTING INC             |
|                   |                | 6/25/2015   | Independent Inspections                                  | \$2,191.00         | 1410139-06       | JOHN TURNER CONSULTING INC             |
|                   |                | 6/25/2015   | Independent Inspections                                  | \$1,105.00         | 15-4-000172      | JOHN TURNER CONSULTING INC             |
|                   |                | 6/30/2015   | Independent Inspections                                  | \$540.00           | 15-4-000171      | JOHN TURNER CONSULTING INC             |
|                   |                | 6/30/2015   | Progress payment - Guaranteed Maximum Price Construction | \$983,443.48       | #11 B14007-G     | HARVEY CONSTRUCTION CORPORATION        |
|                   |                | 8/20/2015   | Independent Inspections                                  | \$1,860.00         | 1410137-07       | JOHN TURNER CONSULTING INC             |
|                   |                | 8/27/2015   | Progress payment - Guaranteed Maximum Price Construction | \$615,576.51       | Appl# 12~13 G    | HARVEY CONSTRUCTION CORPORATION        |
| Expended To Date  | \$6,203,758.64 |             |                                                          | \$6,203,758.64     |                  |                                        |
|                   |                |             | <b>DESCRIPTION</b>                                       | <b>ENCUMBRANCE</b> |                  | <b>VENDOR NAME</b>                     |
|                   |                |             | Pile Doc & Observation; Geotech Design Support           | \$631.66           |                  | RANSOM ENVIRONMENTAL CONSULTANTS, INC  |
|                   |                |             | Independent Construction Inspections                     | \$11,584.00        |                  | JOHN TURNER CONSULTING INC             |
|                   |                |             | Parking garage architectural and Engineering svcs        | \$60,711.00        |                  | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                |             | Additional Civil & Architectural svcs parking garage     | \$2,028.91         |                  | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                |             | Construction - Guaranteed Maximum Price                  | \$5,275,729.39     |                  | HARVEY CONSTRUCTION CORPORATION        |
| Encumbrances      | \$5,350,684.96 |             |                                                          | \$5,350,684.96     |                  |                                        |
| Available Balance | \$ 45,556.40   |             |                                                          |                    |                  |                                        |

City of Dover

As of August 31, 2015

Police Facility:

|                   |                 | DATE       | DESCRIPTION                                          | AMOUNT PAID    | INVOICE #   | VENDOR NAME                            |
|-------------------|-----------------|------------|------------------------------------------------------|----------------|-------------|----------------------------------------|
| Approved Budget   | \$ 9,900,000.12 |            |                                                      |                |             |                                        |
|                   |                 | 1/30/2014  | Police Facility Phase I                              | \$65,076.00    | 5286        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 3/13/2014  | Police Facility Phase I                              | \$19,915.50    | 5631        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 4/17/2014  | Police Facility Phase I                              | \$7,366.50     | 5589        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 4/17/2014  | Orchard St Geotechnical and Phase II ESA PD FACIL    | \$9,563.48     | 45858       | RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
|                   |                 | 4/24/2014  | Standard Traffic Impact Assessment for Orchard St    | \$3,100.00     | 1           | CIVILWORKS, INC                        |
|                   |                 | 5/1/2014   | Orchard St Geotechnical and Phase II ESA PD FACIL    | \$2,316.52     | 45931       | RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
|                   |                 | 5/29/2014  | Area A - Chestnut St                                 | \$1,800.00     | 9969        | MCENEANEY SURVEY ASSOC., INC.          |
|                   |                 | 5/29/2014  | Area B - Aubuchon Hardware                           | \$3,420.00     | 9969        | MCENEANEY SURVEY ASSOC., INC.          |
|                   |                 | 5/29/2014  | Area C - Detail Boring Locations                     | \$750.00       | 9969        | MCENEANEY SURVEY ASSOC., INC.          |
|                   |                 | 6/12/2014  | Police Facility Phase IIA Basic Architectural & E    | \$45,430.00    | 6008        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 6/12/2014  | Police Facility Phase IIB Required Additional Svs    | \$37,250.00    | 6008        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 6/19/2014  | Police Facility Phase IIA Basic Architectural & E    | \$37,250.00    | 6013        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 6/30/2014  | Police Facility Phase IIA Basic Architectural & E    | \$110,240.00   | 6860        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 6/30/2014  | Police Facility Phase IIB Required Additional Svs    | \$17,000.00    | 6120        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 6/30/2014  | Police Facility Phase IIA reimbursables allowance    | \$8,268.00     | 6860        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 8/14/2014  | preconstruction services for Dover Police Facility   | \$5,075.66     | 14-030      | HARVEY CONSTRUCTION CORPORATION        |
|                   |                 | 10/16/2014 | Police Facility Phase IIA Basic Architectural & E    | \$6,890.00     | 7027        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 10/16/2014 | Police Facility Phase IIA Basic Architectural & E    | \$75,790.00    | 6994        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 10/16/2014 | Police Facility Phase IIB Required Additional Svs    | \$24,500.00    | 6996        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 10/16/2014 | Police Facility Phase IIB Required Additional Svs    | \$20,250.00    | 7027        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 10/30/2014 | preconstruction services for Dover Police Facility   | \$5,347.94     | 14-041-A    | HARVEY CONSTRUCTION CORPORATION        |
|                   |                 | 11/26/2014 | Police Facility Phase IIA Basic Architectural & E    | \$74,412.00    | 7090        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 1/8/2015   | Area B - Aubuchon Hardware                           | \$380.00       | 14-2052     | MCENEANEY SURVEY ASSOC., INC.          |
|                   |                 | 2/5/2015   | Police Facility Phase IIA Basic Architectural & Eng. | \$44,214.00    | 7188        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 2/5/2015   | Police Facility Phase IIA Basic Architectural & E    | \$26,586.00    | 7188        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 2/5/2015   | Police Facility Phase IIA reimbursables allowance    | \$8,572.80     | 7188        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 2/5/2015   | Police Facility Phase IIB Required Additional Svs    | \$7,670.91     | 7187        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 2/12/2015  | preconstruction services for Dover Police Facility   | \$4,576.40     | 14-052      | HARVEY CONSTRUCTION CORPORATION        |
|                   |                 | 3/5/2015   | Facility Construction - Guaranteed Maximum Price     | \$5,000.00     | 15-004-A    | HARVEY CONSTRUCTION CORPORATION        |
|                   |                 | 3/19/2015  | Facility Construction - Guaranteed Maximum Price     | \$118,857.90   | #7 B14007-  | HARVEY CONSTRUCTION CORPORATION        |
|                   |                 | 4/16/2015  | Police Facility Phase IIA Basic Architectural & E    | \$29,489.20    | 7255        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 4/23/2015  | Police Facility Phase IIA Basic Architectural & E    | \$12,953.20    | 7332        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 4/23/2015  | Police Facility Phase IIB Required Additional Svs    | \$500.00       | 7334        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 4/23/2015  | Facility Construction - Guaranteed Maximum Price     | \$102,305.13   | #8 B14007-  | HARVEY CONSTRUCTION CORPORATION        |
|                   |                 | 5/28/2015  | Facility Construction - Guaranteed Maximum Price     | \$120,910.09   | #9 B14007-  | HARVEY CONSTRUCTION CORPORATION        |
|                   |                 | 5/28/2015  | Facility Construction - Guaranteed Maximum Price     | \$268,566.20   | #9 B14007-  | HARVEY CONSTRUCTION CORPORATION        |
|                   |                 | 6/18/2015  | Police Facility Phase IIA Basic Architectural & E    | \$8,819.20     | 7527        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 6/18/2015  | Police Facility Phase IIA Basic Architectural & E    | \$8,819.20     | 7499        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 6/18/2015  | Police Facility Phase IIB Required Additional Svs    | \$10,000.00    | 7254        | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 | 6/25/2015  | Facility Construction - Guaranteed Maximum Price     | \$486,572.72   | #10 B14007  | HARVEY CONSTRUCTION CORPORATION        |
|                   |                 | 6/30/2015  | Facility Construction - Guaranteed Maximum Price     | \$529,350.00   | #11 B14007  | HARVEY CONSTRUCTION CORPORATION        |
|                   |                 | 8/27/2015  | Facility Construction - Guaranteed Maximum Price     | \$366,556.57   | Appl# 12~1: | HARVEY CONSTRUCTION CORPORATION        |
| Expended To Date  | \$2,741,711.12  |            |                                                      | \$2,741,711.12 |             |                                        |
|                   |                 |            | DESCRIPTION                                          | ENCUMBRANCE    |             | VENDOR NAME                            |
|                   |                 |            | Civil and Architectural design, Engineering Services | \$36,548.29    |             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 |            | Police Facility Phase IIA Basic Architectural & Eng. | \$70,307.20    |             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                 |            | Facility Construction - Guaranteed Maximum Price     | \$6,578,634.51 |             | HARVEY CONSTRUCTION CORPORATION        |
|                   |                 |            | Commissioning Services                               | \$18,750.00    |             | WSP USA CORP                           |
|                   |                 |            | C-15 Diesel Generator                                | \$115,000.00   |             | SOUTHWORTH-MILTON INC                  |
| Encumbrances      | \$6,819,240.00  |            |                                                      | \$6,819,240.00 |             |                                        |
| Available Balance | \$ 339,049.00   |            |                                                      |                |             |                                        |



**CITY OF DOVER**

## CITY COUNCIL - MINUTES

Meeting Type: **Workshop Session**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, September 2, 2015**  
Meeting Time: **7:00 pm**

### 1. CALL TO ORDER

### 2. MOMENT OF SILENCE

### 3. PLEDGE OF ALLEGIANCE

Councilor Gagnon 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.

### 5. CITIZEN'S FORUM

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

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

### 6. DISCUSSIONS

#### A. ORGANIC TURF MANAGEMENT UPDATE

City Manager Joyal introduced Mr. Jay Feldman and Mr. Chip Osborne of Beyond Pesticides.

Mr. Feldman and Mr. Osborne gave a PowerPoint presentation to the Council regarding organic turf management.

#### B. COCHECO WATERFRONT DEVELOPMENT ADVISORY COMMISSION UPDATE

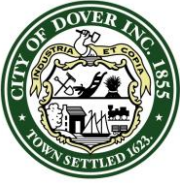
Mr. Jack Mettee, Chairperson, and Mr. Dana Lynch, Vice Chairperson, for the Cocheco Waterfront Development Advisory Commission, gave an overview of the committee's work to the Council.

Recreation Director Gary Bannon spoke about the \$150,000 grant received that will be used to connect the Maglaras and Henry Law Parks, the addition of the Jenny Thompson Aquatic Center and recreation boating dock in the waterfront area.

### 7. ADJOURNMENT

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





**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, September 9, 2015**  
Meeting Time: **7:00 pm**

### 1. CALL TO ORDER

### 2. MOMENT OF SILENCE

### 3. PLEDGE OF ALLEGIANCE

Councilor Gagnon 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

Deputy Mayor Carrier moved to add a public hearing as 7.F. Kostis Enterprises Development Agreement.

Councilor Cheney said she had an objection to the Agenda setting regarding the Charter Amendment resolutions and outside legal opinions. She said the resolutions on the Councilors' desks should be ignored and there shouldn't be another public hearing.

Mayor Weston asked the City Manager to explain why there were new resolutions on the Councilors' desks.

City Manager Joyal said Councilor Cheney misunderstood what she overheard in the hallway about another public hearing. He was talking about the Kostis Enterprise Development Agreement needing another public hearing before the Council could vote on it.

Councilor Cheney asked again about the two new Charter Amendment resolutions.

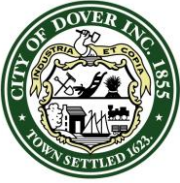
City Manager Joyal said he was recommending that the Council substitute the Charter Amendment resolutions because the statute states that the Council shall order that the petition be placed on the ballot, and submit a final report to the City Clerk that contains the language to go on the ballot along with an attorney's opinion that it conforms to State law. He said the Attorney General's letter that started the petition process wasn't what was required, but a NH licensed attorney that will sign off stating that it conforms to State law. He said the new resolutions were an attempt to make sure the City was doing things accordingly, so that no one can challenge the rights of the voters, and that the Council follows through with what they are required to do under the Statutes. He said the new resolutions order the Clerk to place the questions on the ballot and nothing more.

Councilor Cheney stated that she felt the letter from the Attorney General stating the charter amendment question was legal was enough.

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

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

Vote: 8/1. Councilor Cheney was opposed.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, September 9, 2015**  
Meeting Time: **7:00 pm**

### 7. PUBLIC HEARINGS

#### A. CHARTER AMENDMENT – SCHOOL BOARD SPONSORED BY COUNCILOR CHENEY

Councilor O'Connor moved to suspend the rules to allow Councilor Cheney give a PowerPoint presentation to the Council; seconded by Deputy Mayor Carrier.  
Roll Call Vote: 9/0.

**Councilor Cheney, 9 Snow's Court:** She gave a PowerPoint presentation regarding the School Board Charter Amendment question to the Council.

**David Martin, 10 Linda Avenue:** He spoke in favor of this Charter Amendment question.

**Doris Grady, 42 Long Hill Road, School Board Member:** She spoke in favor of this Charter Amendment question.

**Kristine Baber, 5 Gerry's Lane:** She spoke against this Charter Amendment question.

**Wendy Alley, 28A Cataract Avenue:** She spoke against this Charter Amendment question. She also thought her Councilor should not be involved in School business and felt it was inappropriate for her to bring this forward.

**Donald Medbery, 3 Covered Bridge Lane:** He defended Councilor Cheney for bringing this forward.

**Thomas Southworth, 56 Durham Road:** He spoke against this Charter Amendment question.

**Jeffrey Brissette, 11 Fieldstone Drive:** He spoke in favor of letting the people make this decision.

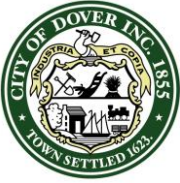
**Dennis Shanahan, 508 Tolend Road:** He spoke in favor of the process, but was against the question.

**William DeGrandpre, 21 Danielle Lane:** He spoke in favor of this Charter Amendment question.

**Theodore Anglace, 23 Wallace Drive:** He spoke in favor of this Charter Amendment question.

**Amanda Russell, 20 Cranbrook Lane, School Board Chairperson:** She spoke against this Charter Amendment question.

**Mary Hebbard, 97 Spruce Lane:** She spoke in favor of this Charter Amendment question.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, September 9, 2015**  
Meeting Time: **7:00 pm**

**David Scott, 220 Back Road:** He spoke in favor of this Charter Amendment question.

**George Sherwood, 43 Arch Street:** He spoke in favor of this Charter Amendment question.

**Phyllis Woods, 1 Barry Street:** She spoke in favor of this Charter Amendment question.

**William Baber, 5 Gerry's Lane:** He spoke against this Charter Amendment question.

**Peter Schmidt, 53 Fourth Street:** He spoke against this Charter Amendment question. He said it should go forward, but felt it should be investigated with regards to whether this is legally valid or not.

Somersworth resident wished to speak, but was denied.

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

### **B. CHARTER AMENDMENT – CITY ATTORNEY SPONSORED BY COUNCILOR CHENEY**

**Councilor Cheney, 9 Snow's Court:** She gave a PowerPoint presentation regarding the Legal Officer Charter Amendment question to the Council.

**Mary Hebbard** called for a point of order and said a public hearing falls under State statutes and the State rules are anyone can speak whether or not they are a citizen of Dover.

Councilor Cheney moved to suspend the rules to allow anyone present to speak for this Public Hearing.

Mrs. Hebbard asked the people in the audience to stand if they favor this motion. [Several people stood up]

Mayor Weston said there was no second to the motion and the City Council meeting follows City Council rules.

Mrs. Hebbard said this will hurt the Council.

She spoke in favor of this Charter Amendment question.

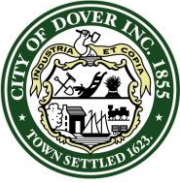
**Sheila Elia, 39 Rutland Street:** She spoke in favor of the Charter Amendment question.

**David Martin, 10 Linda Avenue:** He spoke in favor of the Charter Amendment question.

**Doris Grady, 42 Long Hill Road, School Board Member:** She spoke in favor of the Charter Amendment question.

**Jane Sherwood, 43 Arch Street:** She spoke in favor of the Charter Amendment question.

**William DeGrandpre, 21 Danielle Lane:** He spoke in favor of the Charter Amendment question.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, September 9, 2015**  
Meeting Time: **7:00 pm**

**Wendy Alley, 28A Cataract Avenue:** She spoke against this Charter Amendment question.

**Eddie Edwards, 28 Childs Drive:** He spoke in favor of the Charter Amendment question.

**David Scott, 220 Back Road:** He spoke in favor of the Charter Amendment question.

**Jacquelyn Dutkiewicz, 6 Floral Avenue:** She spoke in favor of the Charter Amendment question.

**Dennis Shanahan, 508 Tolend Road:** He spoke in favor of the process, but was against the question.

**Phyllis Woods, 1 Barry Street:** She spoke in favor of the Charter Amendment question.

**Gina Cruikshank, 19 Glenwood Avenue:** She said the City Attorney answers to the law and would be disbarred if he did anything against the law. She spoke against this Charter Amendment question. She spoke about other Citizen's Forum attacks and said it's not the correct forum.

**Jeffrey Brissette, 11 Fieldstone Drive:** He said the requirements for this process have been followed and it will be on the ballot.

**Donald Medbery, 3 Covered Bridge Lane:** He spoke in favor of the Charter Amendment question.

**William Baber, 5 Gerry's Lane:** He spoke against this Charter Amendment question.

**Peter Schmidt, 53 Fourth Street:** He spoke against this Charter Amendment question. He urged the Council to give citizens their guidance.

**Theodore Anglace, 23 Wallace Drive:** He advised the Council not to give guidance because that was against the law as electioneering.

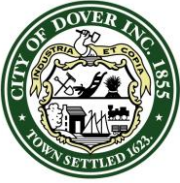
**Robert Meyer, 36 Wildewood Lane:** He asked for more information on the ballot that explained what the current format is and what it will be changed to.

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

### **C. GEOGRAPHIC NAME CHANGE – COCHECO RIVER** **SPONSORED BY MAYOR WESTON BY REQUEST**

**William Tarbell, 1 Shamrock Lane:** He informed the Council that he was the person who requested this correction be made.

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



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, September 9, 2015**  
Meeting Time: **7:00 pm**

**D. B15021 LED LIGHTING UPGRADE AND AUTHORIZATION FOR FINANCING MCCONNELL CENTER (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL) (CITY COUNCIL VOTE TO BE HELD ON SEPTEMBER 23, 2015)**  
**SPONSORED BY MAYOR WESTON BY REQUEST**

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

**E. CHAPTER 113: FLOODPLAIN DEVELOPMENT**  
**SPONSORED BY COUNCILOR GARRISON AS PLANNING BOARD REPRESENTATIVE**

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

**F. ACCEPTANCE OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DOVER AND KOSTIS ENTERPRISES, LLC**  
**SPONSORED BY MAYOR WESTON BY REQUEST**

**David Scott, 220 Back Road:** He spoke against the resolution.

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

### **8. CITIZEN'S FORUM**

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

**Debra Bodell, 202 Central Avenue:** She spoke about the End 68 Hours of Hunger program. She said there will be a fundraiser on Friday, September 11, 2015.

**Theodore Anglace, 23 Wallace Drive:** He spoke about Item #13.B.1. and asked if it involves a taxcap override. He spoke about the Parking Garage numbers and comparing them to the Carl Walker numbers. He also spoke about the Treeno program for archived records and recommended the City getting a new program for archiving records.

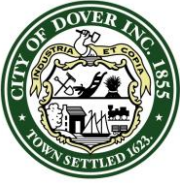
**Wendy Allie, 28A Cataract Avenue:** She thanked the Council for all their hard work and don't deserve to be treated the way they have been tonight.

**Doris Grady, 42 Long Hill Road, School Board Member:** She spoke about freedom of speech. She urged the Council to vote to place the Charter Amendments on the ballot. She urged citizens to get out and vote in November.

**David Scott, 220 Back Road:** He agreed with Ms. Grady's comments. He spoke about the right of free speech.

**Donald Medbery, 3 Covered Bridge Lane:** He spoke about the expenditures of the Council.





**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, September 9, 2015**  
Meeting Time: **7:00 pm**

**Jeffrey Brissette, 11 Fieldstone Drive:** He spoke about the High School project. He felt the vote should have been with the voters. He spoke about the condition of Tolend Road, which looks nice, but is still an uncomfortable ride.

**Mary Hebbard, 97 Spruce Lane:** She spoke about the Charter Amendment resolutions to be substituted. She said she doesn't believe the City Manager that they are to make sure everything is done correctly. She asked Mr. Schmidt to apologize to Councilor Cheney for verbally assaulting her at the Post Office. She felt people were cowards because they don't mention names and speak with decorum. She said the Council doesn't listen to the speakers at the podium. She spoke about former City officials, corruption in the City, and why these questions need to be put on the ballot.

**Peter Schmidt, 53 Fourth Street:** He spoke about Mary Hebbard's despicable comments against his character, and asked for an apology from Mrs. Hebbard. He said Councilor Cheney was the one who accosted him.

**Ulrich Goerke, 9 Snow's Court:** He said he was present when Mr. Schmidt accosted Councilor Cheney and himself.

**William Baber, 5 Gerry's Lane:** He said tonight's meeting does not represent Dover well. He thanked the Council for their hard work.

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

### 9. CITY MANAGER'S REPORT

City Manager Joyal submitted his report in writing.

Councilor Cheney asked the City Manager to clarify the Carl Walker numbers for the Parking Garage.

City Manager Joyal refer to Mr. Anglace's comments regarding information on the Carl Walker numbers, comparing apples to apples. He gave an overview of his understanding of what is looked at with the construction costs by Carl Walker. He said his staff spoke with the Carl Walker folks and the all-inclusive cost is \$29,869 per parking space, but using the apples to apples number it's \$15,114 per parking space, which he felt were low numbers.

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

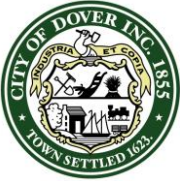
Vote: 9/0.

### 10. APPROVAL OF MINUTES

- A. August 19, 2015 – Workshop Session
- B. August 19, 2015 – Special Meeting
- C. August 26, 2015 – Regular Meeting

Deputy Mayor Carrier moved to approve the Minutes; seconded by Councilor Garrison.

Vote: 9/0.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, September 9, 2015**  
Meeting Time: **7:00 pm**

### 11. MAYOR'S REPORT

Mayor Weston said she attended a meeting for the creation of a Veterans Memorial.  
Deputy Mayor Carrier moved to accept the Mayor's Report; seconded by Councilor Thibodeaux.  
Vote: 9/0.

### 12. UNFINISHED BUSINESS

#### A. ORDINANCES IN THE 2<sup>ND</sup> READING

##### 1. CHAPTER 113: FLOODPLAIN DEVELOPMENT

SPONSORED BY COUNCILOR GARRISON AS PLANNING BOARD REPRESENTATIVE

Councilor Garrison moved for its adoption; seconded by Councilor Gagnon.  
Councilor Cheney explained why she was voting against this Ordinance.  
Roll Call Vote: 8/1; Passed. Councilor Cheney was opposed.

#### B. ORDINANCES IN THE 3<sup>RD</sup> READING

#### C. RESOLUTIONS

##### 1. CHARTER AMENDMENT – SCHOOL BOARD

SPONSORED BY COUNCILOR CHENEY

City Manager Joyal explained why he was recommending the resolution be substituted as a whole.

Councilor Cheney moved to substitute resolution as a whole; seconded by Councilor O'Connor.

City Clerk Lavertu said she will follow the State statutes regarding how the question will be put on the ballot.

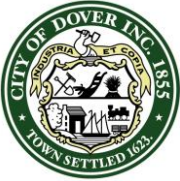
Councilor Cheney moved to attach the Attorney General's report as background to the substituted resolution; seconded by Councilor Garrison.

Vote: 9/0.

General Legal Counsel Blenkinsop clarified that the requirement is that attached to the resolution is a letter from a New Hampshire licensed attorney that states that this amendment doesn't conflict with State Law, which he felt was separate and apart from the opinion of the Attorney General's office. He said he will be supplying that to the Council for this resolution.

Councilor Cheney said she was told that the letters from the Attorney General's office is sufficient to go forward.

General Legal Counsel Blenkinsop said he was the City Attorney for the Municipal Corporation, and not the Attorney General's office. He gives the Council legal advice regarding this State statute, and that it's his legal opinion that the Attorney General's opinion does not satisfy that requirement. Mayor Weston read the last paragraph of his letter to the Council, which backed up the General Legal Counsel's comments.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, September 9, 2015**  
Meeting Time: **7:00 pm**

Councilor Gagnon moved to adopt the resolution as amended; seconded by Councilor Garrison.

Vote: 9/0.

### **2. CHARTER AMENDMENT – CITY ATTORNEY SPONSORED BY COUNCILOR CHENEY**

Councilor Cheney moved to substitute resolution and approve; seconded by Councilor O'Connor.

City Manager Joyal read the substituted resolution to the Council. General Legal Counsel Blenkinsop recused himself.

Councilor Cheney moved to attach the letters from the Attorney General's office; seconded by Councilor O'Connor.

Councilor O'Connor asked why he wasn't given these letters when they were received.

Councilor Hooper talked about her confusion between the letters.

City Manager Joyal said they have contacted an attorney that will get the Council a letter by next week.

Mayor Weston asked for a vote to attach the Attorney General's letters to the resolution.  
Vote: 9/0.

Councilor Cheney said only the State makes laws. She didn't see spending any more money on another attorney and felt it was depriving the voters. She felt it doesn't need to be attached to send to the State. She did add that she could provide a NH licensed attorney's letter if the Council feels strongly about it, even though she felt it was not necessary.

Councilor McManus said he felt it was necessary.

Councilor O'Connor agreed with Councilor McManus.

Deputy Mayor Carrier agreed with Councilor McManus. He said he wants this question on the ballot, but wants it done correctly.

Councilor Cheney said she has a draft of the letter, but can have the final copy for tomorrow.

Mayor Weston asked who the attorney was that wrote the letter.

Councilor Cheney said it was Attorney Brian Gould, and she paid for it.

Councilor McManus said the Council should have received it.

Councilor Cheney said she just received it today.

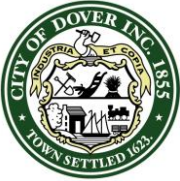
Mayor Weston referred to the criticism that has been addressed tonight that things aren't given to the Council in a timely manner. She said they should have received it in draft form. She asked for clarification on the opinion and if it stated that the resolution is in accordance to State law.

Councilor Cheney said it was exactly the same as what was being provided by General Legal Counsel Blenkinsop for the School Board Charter Amendment question.

Mayor Weston said that was what the Council had been looking for.

Councilor Cheney said she still felt the Attorney General's opinion was sufficient, but in order to move this along...

Councilor O'Connor said he was willing to vote on this, but felt that the City should still get another opinion on this question. He referred to the opinion they have already received that said it doesn't conform to State law, and said it makes him question it.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, September 9, 2015**  
Meeting Time: **7:00 pm**

Councilor McManus said all they need is a letter that says it's compliant.  
Mayor Weston asked the General Legal Counsel about the process to challenge this question if it passes and someone believes it's against State law.  
General Legal Counsel Blenkinsop gave an overview of the process.  
Mayor Weston asked what happens if the court finds it against the law.  
General Legal Counsel Blenkinsop said the judge would say that that part of the Charter can't apply, which then could be appealed with the State Supreme Court.  
Mayor Weston said she will be supporting this resolution.  
City Manager Joyal gave an overview of his actions and that this resolution orders the City Clerk to place this on the November ballot.  
Mayor Weston asked for a vote from the Council.  
Vote: 9/0.

### **3. GEOGRAPHIC NAME CHANGE – COCHECO RIVER** SPONSORED BY MAYOR WESTON BY REQUEST

Councilor Garrison moved for its adoption; seconded by Councilor Hooper.  
Vote: 8/0. Councilor Cheney was absent from Council Chambers.

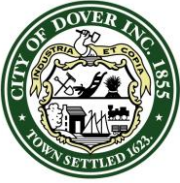
### **4. ACCEPTANCE OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DOVER AND KOSTIS ENTERPRISES, LLC** **(TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 16, 2015)** SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved to refer to a public hearing on September 16, 2015; seconded by Councilor O'Connor.  
Councilor McManus asked for the full agreement, because he wasn't comfortable voting on this resolution with just the term sheet.  
City Manager Joyal said they still don't have the development agreement.  
Vote:

## **13. NEW BUSINESS**

### **A. CONSENT CALENDAR**

- 1. BLOCK PARTY and RAFFLE – Dover Main Street**
- 2. RAFFLE – Maple Wood School PTA**
- 3. ROAD RACE – Dover High School Unified**
- 4. ROAD RACE – Horne Street School Parent Teacher Group**
- 5. TAG – Dover Little Green Cheerleading**
  
- 6. APPROVAL OF GREAT BAY ROWING LEASE BUTLER BUILDING**  
SPONSORED BY MAYOR WESTON BY REQUEST



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, September 9, 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 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 McManus pulled the Library Board of Trustees Report. Mayor Weston asked for a roll call vote on the remaining items of the Consent Calendar. 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 O'Connor. Vote: 8/0. Councilor Garrison was absent from Council Chambers.

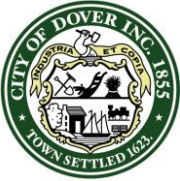
Councilor McManus gave an overview of the Library Board of Trustees Report to the Council. He recognized Library Director Beaudion's 40 years of service. Deputy Mayor Carrier moved to accept the Library Board of Trustees Report; seconded by Councilor Thibodeaux. Vote: 9/0.

### B. RESOLUTIONS

1. **FISCAL YEAR 2016 BUDGET AMENDMENT #1 – AMEND SCHOOL ADEQUACY AID REVENUE AND DEBT SERVICE APPROPRIATION (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL) (TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 23, 2015) SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved to refer to a public hearing on September 23, 2015; seconded by Councilor Garrison. Councilor Cheney asked if the \$1.1 million will be excluded in the taxcap calculation. City Manager Joyal said he would be reducing the \$1.1 million from the School side of the budget. Mayor Weston asked if they were going over the taxcap. City Manager Joyal said it will be \$2,248 over the tax cap. Vote: 9/0.





**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, September 9, 2015**  
Meeting Time: **7:00 pm**

### C. ORDINANCES IN 1ST READING

**1. CHAPTER 131 SECTION 23.A.(4) HUNTING ON CITY PROPERTY  
(TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 23, 2015)  
SPONSORED BY COUNCILOR GAGNON AND COUNCILOR O'CONNOR**

Deputy Mayor Carrier moved to refer to a public hearing on September 23, 2015;  
seconded by Councilor O'Connor.  
Councilor Gagnon gave an overview of this ordinance change.  
Vote: 9/0.

**2. CHAPTER 166 – VEHICLES AND TRAFFIC: REPEAL OF TOLEND ROAD  
WEIGHT LIMIT  
(TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 23, 2015)  
SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved to refer to a public hearing on September 23, 2015;  
seconded by Councilor Garrison.  
Vote: 9/0.

### 14. COUNCIL CORRESPONDENCE

### 15. COUNCIL MATTERS OF INTEREST

Councilor McManus informed the citizens and Council that the Woodman Institute will be hosting an Antique Car Show on Sunday, September 13, 2015.

Councilor Cheney reminded the public that the filing period to run as a candidate in the Municipal Election ends on September 18, 2015. She asked people to volunteer.

Councilor O'Connor talked about crosswalks and drivers not stopping for them.

Councilor Gagnon reminded the public about the Farmers' Market held on Wednesdays, 2:00 pm to 6:00 pm, on Sixth Street.

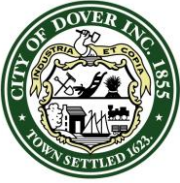
Councilor Thibodeaux said she will be holding her Coffee with a Councilor on Saturday from 11:00 am to 1:00 pm.

Councilor Garrison asked for a workshop regarding the Charter Amendment.

Mayor Weston asked if everyone was in agreement to have it on September 23, 2015 at 5:30 pm.

City Manager Joyal asked if the Council wanted the legal opinion that he has started for the workshop.

Mayor Weston said the Council doesn't need the opinion, but they wanted legal counsel present to answer questions.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, September 9, 2015**  
Meeting Time: **7:00 pm**

### 16. ADJOURNMENT

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

DRAFT



**CITY OF DOVER**

## CITY COUNCIL - MINUTES

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

Deputy Mayor Carrier mentioned that the Council will be adding a tagging for Dover Youth Flag as Item #8.B on the agenda.

### 2. MOMENT OF SILENCE

### 3. PLEDGE OF ALLEGIANCE

Councilor Garrison led the Pledge of Allegiance.

### 4. ROLL CALL ATTENDANCE

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

**Absent:** Councilor Cheney.

**Also Present:** City Manager Joyal, General Legal Counsel Blenkinsop, and Deputy City Clerk Mistretta.

### 5. PUBLIC HEARINGS

#### A. ACCEPTANCE OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DOVER AND KOSTIS ENTERPRISES, LLC SPONSORED BY MAYOR WESTON BY REQUEST

**Jack Buckley, 36 Arch Street:** He spoke in favor of the resolution.

**James Casey, 100 First Street:** He spoke in favor of the resolution.

**Stephen Coren, 12 Sunset Drive:** he spoke in favor of the resolution.

### 6. CITIZEN'S FORUM

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

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



**CITY OF DOVER**

## **CITY COUNCIL - MINUTES**

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

### **7. UNFINISHED BUSINESS**

#### **A. ACCEPTANCE OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DOVER AND KOSTIS ENTERPRISES, LLC SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor. City Manager Joyal said due to the delays of passing this resolution some dates need to be changed on the Term Sheet. He referred to paragraph #5 on Page 2, and said the date of September 1, 2015 needs to be changed to September 28, 2015. He referred to paragraph 9.a. and said the dates need to add a year (as shown below).

[a. Beginning with Tax Year 2023 (assessment as of April 1, 2022 and first payment due December 1, 2022), and through the Tax Year 2027, the minimum Guaranteed Tax Assessment Value for the Project Site shall be five million dollars (\$5,000,000.00). In Tax Year 2023 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.]

Councilor Garrison moved to make the abovementioned changes to the Term Sheet; seconded by Councilor O'Connor.

Vote: 8/0.

Councilor McManus said he supported the resolution, but wished the Council received the Development Agreement and not just the Term Sheet. He referred to the last line of the Term Sheet and voiced his concerns that the City Manager has sole discretion on what needs to be brought forward for Council approval.

Mayor Weston asked the City Manager to explain.

City Manager Joyal said he would bring anything of substance before the Council.

Roll Call Vote: 8/0.

### **8. NEW BUSINESS**

#### **A. B16004 SEGREGATION AND RECYCLING OF CONSTRUCTION DEBRIS AND DEMOLITION WASTE SPONSORED BY MAYOR WESTON BY REQUEST**

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

Roll Call Vote: 8/0.



**CITY OF DOVER**

## CITY COUNCIL - MINUTES

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

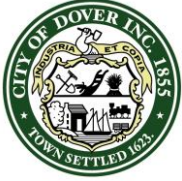
### **B. TAGGING – Dover Youth Flag**

Deputy Mayor Carrier moved for its approval; seconded by Councilor Thibodeaux.  
Councilor McManus said the item should have a vote to put on the agenda.  
Councilor O'Connor moved to add to the agenda; seconded by Councilor Thibodeaux.  
Vote: 8/0.

### **9. ADJOURNMENT**

Deputy Mayor Carrier moved to adjourn; seconded by Councilor Gagnon.  
Vote: 7/1; Passed. Councilor McManus was opposed.





**CITY OF DOVER**

## **CITY OF DOVER - ORDINANCE**

**Agenda Item#: 12.A.1.**

Ordinance Number: **O – 2015.09.09 – 019**  
Ordinance Title: **Offenses**  
Chapter: **131**  
Section: **23.A.(4) – Hunting on City Property**

The City of Dover Ordains:

**1. PURPOSE**

The purpose of this ordinance is to amend Chapter 131-23.A(4) of the Dover Code as follows.

**2. AMENDMENT**

**131-23. Hunting on City Property. [Added on 10-8-2014 by Ord. No. 2014.09.10 - 17]**

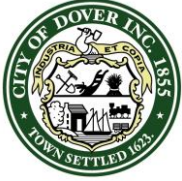
A. No person shall hunt wildlife in or on the following properties:

- (1) All Dover Public School facilities and adjacent parks
- (2) Willand Pond Recreation Area
- (3) Dover Community Trail
- (4) Tolend Landfill within a posted two hundred (200) foot safety zone surrounding City facilities on the property
- (5) Pine Hill Cemetery
- (6) Guppey Park
- (7) Dover Community Services facilities on Mast Road
- (8) Wastewater Treatment Plant
- (9) Bellamy Park
- (10) Maglaras Park
- (11) Garrison Hill Park

B. The City Manager may provide for the posting of these City owned properties against hunting pursuant to RSA 635:4.

C. Penalties

- (1) Any person violating the provisions of this section shall be subject to a fine of up to one thousand dollars (\$1,000.00) per offense.



**CITY OF DOVER**

## CITY OF DOVER - ORDINANCE

**Agenda Item#: 12.A.1.**

Ordinance Number: **O – 2015.09.09 – 019**  
Ordinance Title: **Offenses**  
Chapter: **131**  
Section: **23.A.(4) – Hunting on City Property**

### TO BE REFERRED TO PUBLIC HEARING

#### 3. TAKES EFFECT

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

#### AUTHORIZATION

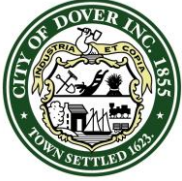
|                                              |                                             |               |                                                       |
|----------------------------------------------|---------------------------------------------|---------------|-------------------------------------------------------|
| Approved as to Funding:                      | Daniel R. Lynch<br>Finance Director         | Sponsored by: | Councilor Jason Gagnon<br>and Councilor John O'Connor |
| Approved as to Legal<br>Form and Compliance: | Anthony Blenkinsop<br>General Legal Counsel |               |                                                       |
| Recorded by:                                 | Karen Lavertu<br>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 - ORDINANCE**

**Agenda Item#: 12.A.1.**

Ordinance Number: **O – 2015.09.09 – 019**  
Ordinance Title: **Offenses**  
Chapter: **131**  
Section: **23.A.(4) – Hunting on City Property**

### **ORDINANCE BACKGROUND MATERIAL:**

This ordinance is to create a posted Safety Zone of two hundred (200) feet around City facilities on the Tolend Landfill property in which hunting is currently prohibited. Hunting would otherwise be permitted on the property.

In September 2014, the City passed an ordinance to prohibit hunting on certain parcels of City owned property. The Tolend Road landfill property was included in the list of properties prohibiting hunting primarily due to concerns about potential damage to the City's environmental remediation system and the safety of personnel working with the associated equipment.

Recognizing that much of the City owned land surrounding the remediation system at the Tolend Landfill has historically been frequented by hunters and that the remediation system itself occupies only a portion of the City-owned land now closed to hunting, representatives from New Hampshire Fish & Game were consulted to examine options for restoring hunting on the property while still maintaining an acceptable level of safety and security for workers and equipment.

To accomplish this, it is proposed that the City-owned land surrounding the Tolend landfill be re-opened to hunting with the exception of a "Safety Zone" of approximately 200 feet around City facilities. The Safety Zone would be clearly posted with signs provided at no cost to the City through the NH Fish & Game Cooperative Sign Program. This program helps landowners and hunters work together to maintain hunting access, while clearly defining sensitive areas hunters should avoid. See NH Fish & Game information sheet "Land Use Issues Explained" attached.



**CITY OF DOVER**

## **CITY OF DOVER - ORDINANCE**

**Agenda Item#: 12.A.2.**

Ordinance Number: **O – 2015.09.09 – 020**  
Ordinance Title: **Repeal of Tolend Road Weight Limit**  
Chapter: **166, Vehicles and Traffic**

The City of Dover Ordains:

**1. PURPOSE**

The purpose of this ordinance is to amend Chapter 166, entitled “Vehicles and Traffic” by repealing the temporary weight restriction – enacted February 25, 2015 - for vehicles operating on Tolend Road.

**2. AMENDMENT**

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by revising Section 166-47 “Weight Limits” as follows:

### **ARTICLE V**

### **WEIGHT LIMITS**

**166-47. Weight Limits. [Amended on 4-27-83 by Ord. No. 10-83; Repealed on 08-13-2008 by Ord. No. 2008.07.23-6; Amended on 2-25-2015 by Ord. No. 2015.02.11-008]**

- A. No vehicle with a gross vehicle weight rating of 26,000 pounds (26 K GVWR) or higher shall be permitted to travel on the roadway(s) listed below, except upon written permission from the Community Services Director in accordance with NH RSA 231:191, III and V.

**STREET**

**LOCATION**

~~Tolend Road~~ ~~From the Barrington town line to Columbus Avenue~~

- B. This section shall not apply to any heating system delivery vehicle, school bus, police, fire, ambulance or other public safety vehicle, or to any vehicle engaged in curbside waste collection or snow removal for the City of Dover.
- C. In providing written permission pursuant to 166-47.A above, the Community Services Director may impose reasonable conditions on use of the road and may establish reasonable requirements for bonding and restoration of the road.
- D. Violations of 166-47 shall be punishable by the imposition of a one hundred fifty dollar (\$150.00) citation for the first offense. Repeat offenders may be punished by the imposition of citations up to two hundred fifty dollars (\$250.00) for each subsequent offense.

**3. TAKES EFFECT**

This ordinance shall take effect on October 15, 2015 following passage and publication of notice as required by RSA 47:18.

### **REQUIRES A PUBLIC HEARING**



**CITY OF DOVER**

## CITY OF DOVER - ORDINANCE

**Agenda Item#: 12.A.2.**

Ordinance Number: **O – 2015.09.09 – 020**  
Ordinance Title: **Repeal of Tolend Road Weight Limit**  
Chapter: **166, Vehicles and Traffic**

### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Karen Weston  
Mayor

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

Recorded by: Karen Lavertu  
City Clerk

### DOCUMENT HISTORY:

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

### DOCUMENT ACTIONS:

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





**CITY OF DOVER**

## CITY OF DOVER - ORDINANCE

**Agenda Item#: 12.A.2.**

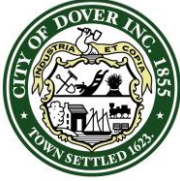
Ordinance Number: **O – 2015.09.09 – 020**  
Ordinance Title: **Repeal of Tolend Road Weight Limit**  
Chapter: **166, Vehicles and Traffic**

### **ORDINANCE BACKGROUND MATERIAL:**

The intent of this ordinance revision is to strike the language making specific reference to Tolend Road, while leaving the structure and content of Chapter 166-47 intact for future use if weight limits are to be imposed in other locations.

In the course of the Tolend Road reconstruction project, concerns were raised about the structural integrity of the roadway due to cracking of the base pavement. Crack sealing was performed, but final pavement overlays and other pending structural repairs were not expected to be completed until sometime in 2015. The City's engineering consultant for the project, Underwood Engineers, recommended that the City temporarily reduce the impacts of loaded truck traffic in order to preserve the integrity of the road. Ordinance Number 2015.02.11-008 took effect on March 15, 2015, prohibiting trucks over 26,000 pounds gross vehicle weight rating from traveling on Tolend Road.

Final overlay of Tolend Road is scheduled to be completed in September, 2015. With the completion of the reconstruction project, the roadway should meet its design specifications and withstand truck traffic. Thru truck traffic will still be prohibited on Tolend Road pursuant to Dover City Code 166-5C, but local deliveries to Glen Hill Road will be allowed again with the repeal of this ordinance. Brox Industries, which has frontage and an access driveway on Glen Hill Road, is an origin and destination point for trucks hauling materials via the most direct route (Tolend Road) to and from designated truck routes (NH Route 9 to the west and Sixth Street to the east).



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 12.C.1.**

Resolution Number: **R – 2015.08.26 – 118**  
Resolution Re: Dover LED McConnell Center 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 to 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. Award was approved via council resolution R2015.06.10-076; and

WHEREAS: Affinity LED Lighting submitted a proposal to the City to for LED lighting upgrades to the McConnell Center in the net amount of \$125,133.83. The proposal was sent to PSNH d/b/a/ Eversource Energy and funding is available through their Smart Start Revolving Fund program for the McConnell Center LED Lighting Upgrade.

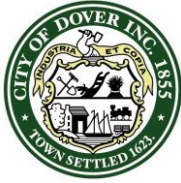
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

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 McConnell Center 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 McConnell Center 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.**



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 12.C.1.**

Resolution Number: **R – 2015.08.26 – 118**  
Resolution Re: Dover LED McConnell Center Lighting Upgrade (B15021)  
and Authorization for Financing

### 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

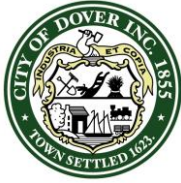
Recorded by: Karen Lavertu  
City Clerk

### DOCUMENT HISTORY:

|                                |                                 |
|--------------------------------|---------------------------------|
| First Reading Date: 08/26/2015 | Public Hearing Date: 09/09/2015 |
| 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 – 2015.08.26 – 118**  
Resolution Re: **Dover LED McConnell Center 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 and the Indoor pool for the next 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 McConnell Center LED Lighting Upgrade is eligible for Smart Start funding. The upgrade project is estimated to cost \$151,337.33 and is eligible for net rebates totaling \$26,203.50. This will result in the amount of \$125,133.83 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:

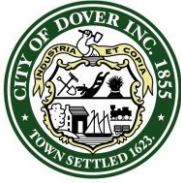
| <b>Description</b>             | <b>General Fund</b> |
|--------------------------------|---------------------|
| FY16 City Prior Authorizations | 4,117,049           |
| This Authorization             | 125,134             |
| FY16 Debt Retirement           | <u>4,556,523</u>    |
| Net Change                     | <u>(314,340)</u>    |

### **Rate Impacts**

The financing of \$125,133.83 through the Smart Start Program over an 81 month period is estimated to cost \$1,544.86 per month, or \$13,903.74 for 9 months in FY2016. This impact is forecasted to be offset by savings in electrical costs for the McConnell Center. Therefore, there is estimated to be no actual budgetary impact for the McConnell Center Fund.

### **Legal Debt Limits**

The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2015 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 – 2015.08.26 – 118**  
Resolution Re: Dover LED McConnell Center Lighting Upgrade (B15021)  
and Authorization for Financing

| Description             | General Fund |
|-------------------------|--------------|
| Debt Outstanding        | 42,879,758   |
| Authorized - Unissued   | 7,718,994    |
| Total Issued & Unissued | 50,598,752   |
| <br>                    |              |
| This Authorization      | 125,134      |
| Grant Total             | 50,723,886   |
| <br>                    |              |
| Legal Debt Limit        | 88,942,137   |
| Unused Capacity         | 38,218,251   |
| Percent Unused          | 42.97%       |

### **Bid Information:**

B15021 LED Lighting upgrade for the McConnell Center 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.

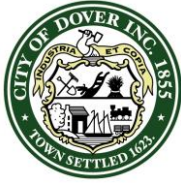
A draft contract is attached hereto; City staff will work with PSNH d/b/a/ Eversource Energy to finalize the terms of the contract following City Council approval.

### **Purchasing Information:**

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

Exhibit A – B15021 Draft Contract Documents





**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 12.C.2.**

Resolution Number: **R – 2015.09.09 – 122**

Resolution Re: Fiscal Year 2016 Budget Amendment #1 – Amend School Adequacy Aid Revenue and Debt Service Appropriation

WHEREAS: The City Council adopted the FY16 Budget on May 6, 2015; and

WHEREAS: The adopted budget contains an estimated anticipated increase of \$1,449,596 for State Adequacy Aid revenue for the Dover School District and subsequent to the date of budget adoption it has been determined that this amount will not be received in FY16; and

WHEREAS: The adopted budget contains an estimated increase of \$1,102,501 for School District Debt Service appropriations and subsequent to the date of budget adoption it has been determined that this amount will not be required for Debt Service in FY16;

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

Pursuant to C6-6 of the City Charter, the FY16 Budget is amended to reduce School District Debt Service appropriations by the amount of \$1,102,501 and the budget is amended to reduce the amount of State Adequacy Aid revenue by \$1,449,596. The FY16 budget is amended as follows:

| <u>Account</u>              | <u>Description</u>           | <u>Adopted<br/>Budget</u> | <u>Amendment</u> | <u>Amended<br/>Budget</u> |
|-----------------------------|------------------------------|---------------------------|------------------|---------------------------|
| 1000.1.500.47190.4920.00000 | SAU Debt Service - Principal | \$2,331,586               | (\$86,000)       | \$2,245,586               |
| 1000.1.500.47190.4920.00000 | SAU Debt Service - Interest  | 2,463,336                 | (1,016,501)      | 1,446,835                 |
|                             |                              | \$4,794,922               | (\$1,102,501)    | \$3,692,421               |
| 1000.1.600.46900.3700.00000 | Education Revenue            | \$15,119,251              | (\$1,449,596)    | \$13,669,655              |

**REQUIRES A PUBLIC HEARING AND A TWO-THIRDS MAJORITY TO ADOPT PURSUANT TO DOVER CHARTER C6-6. PUBLIC HEARING AND CITY COUNCIL VOTE TO BE SCHEDULED FOR SEPTEMBER 23, 2015.**

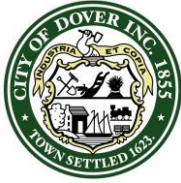
### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Karen Weston  
By Request

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

Recorded by: Karen Lavertu  
City Clerk



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 12.C.2.**

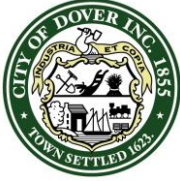
Resolution Number: **R – 2015.09.09 – 122**  
Resolution Re: Fiscal Year 2016 Budget Amendment #1 – Amend School Adequacy Aid Revenue and Debt Service Appropriation

### DOCUMENT HISTORY:

|                                |                                 |
|--------------------------------|---------------------------------|
| First Reading Date: 09/09/2015 | Public Hearing Date: 09/23/2015 |
| 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.2.**

Resolution Number: **R – 2015.09.09 – 122**  
Resolution Re: Fiscal Year 2016 Budget Amendment #1 – Amend School Adequacy Aid Revenue and Debt Service Appropriation

### **RESOLUTION BACKGROUND MATERIAL:**

On May 6, 2015 the City Council adopted the City's FY2016 Operating Budget. As part of the adoption of the budget, the City Council increased the anticipated amount for State Adequacy Aid by \$1,449,596. This additional amount anticipated that the Dover School District would receive an Adequacy Aid grant based on no cap being placed on the allocation calculation for FY2016. Subsequent to the City budget being adopted, it has been determined that this additional amount for State Adequacy Aid will not be received in FY16. Therefore, this budget amendment seeks to revise the FY2016 amount for adequacy aid down to the amount presented in the School Board's adopted School District budget of \$7,623,199.

The FY2016 adopted budget also contains appropriations for School District debt service for an anticipated bond issue for the Dover High School/Regional Career Technical Center project. At this time, the bond issue for this project will occur later in FY16 and therefore have no budgetary impact for FY2016 debt service as previously anticipated in the budget. This resolution seeks to decrease the appropriation for School Debt Service by \$1,102,501.

The FY16 adopted budget resulted in an estimated tax levy of \$56,943,931 for City and School General Fund operations. The adopted estimated tax levy was \$344,847 below the tax levy amount of \$57,288,778 as calculated per the Tax Cap Charter provision. This resolution reduces appropriations by \$1,102,501 and reduces non-property tax revenues by \$1,449,596 resulting in a net effect of a \$347,095 increase in the estimated tax levy. The estimated tax levy will now be \$57,291,026 for City and School General Fund operations. The revised estimated tax levy of \$57,291,026 is \$2,248 above the calculated tax cap levy of \$57,288,778.

This resolution adjusts School non-property tax revenue from State Adequacy Aid to be consistent with the amount that will be utilized by the NH Department of Revenue Administration (NH DRA) when they calculate and certify the City's FY2016 tax rate in October.

Since it has been determined that \$1,102,501 in appropriations for debt service is not required for FY2016, the adoption of this resolution seeks to ensure the FY2016 tax levy will be properly calculated and certified by NH DRA. The adoption of this resolution will provide the necessary approval and documentation to NH DRA so as not to include the \$1,102,501 in the FY2016 tax levy calculation for the City.



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: ZEBRA CROSSINGS

Federal Tax ID number for Organization: 80-0456257

Check ( ☒ ) Nature of Organization:

Religious \_\_\_\_\_, Educational \_\_\_\_\_, Charitable \_\_\_\_\_, Civic \_\_\_\_\_, Sports \_\_\_\_\_, Veterans \_\_\_\_\_, Fraternal or Political \_\_\_\_\_, Other ☒  
(Describe) YOUTH PROGRAMS

Contact Person: ASTRID WIELENS Day Time Telephone: 603-312-2052

Address: 61 LOWST STREET DOVER Email ASTRID@ZEBRA-CROSSINGS.ORG

Purpose of Permit: RAFFLE CALENDAR

Date of Event: 1/1/2016 - 1/31/2016 Specific Time: \_\_\_\_\_

Location of Event: DOVER

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

Prize (s) To Be Awarded: DAILY PRIZE VARIES - VALUE \$25-\$100. POSSIBLY \$500 TOP PRIZE

Cost of Ticket: \$10/EACH \$25 FOR 3 Date of Drawing: DAILY IN JANUARY 2016

Place of Drawing: MCCONNELL CENTER DOVER

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

<http://www.doi.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: [Signature] DATE: 9/1/15

PRINTED NAME: ASTRID WIELENS  
(duly authorized)

Licensing Board Approval [Signature] Date: 9/3/15



PERMIT APPLICATION  
CITY OF DOVER, NEW HAMPSHIRE

Check( ☒ ) the type of application:

PARADE\*\* ☒ , ROAD TOLL\*\*\* \_\_\_\_\_

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

Organization Name: Dover Children's Center

Federal Tax ID number for Organization: 02-03-03815

Check( ☒ ) Nature of Organization:

Religious\_\_\_\_, Educational ☒, Charitable\_\_\_\_, Civic\_\_\_\_, Sports\_\_\_\_, Veterans\_\_\_\_, Fraternal or Political\_\_\_\_, Other\_\_\_\_

Name/Description of Event (if applicable): Dover Holiday Parade

Contact Person: Melissa Fichetto Day Time Telephone: (603) 343-8542

Address: 43 Back River Road Dover Email: Melissadcc@gmail.com

Date of Event: Nov 29 2015 Specific Time: 2:45 pm

Location of Event (if parade, attach course description or map): 10th street Along Central Ave to Care pharmacy

\*\*\*\*\*PARADE PERMITS\*\*\*\*\*

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

Police Department Parade Route Approval Signature: \_\_\_\_\_

Printed Name: Sgt. Marn Seidel Check Here If Parade Route Is Attached: \_\_\_\_\_

\*\*\*\*\*ROAD TOLL PERMITS\*\*\*\*\*

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

Road Toll Location: \_\_\_\_\_

Police Department Road Toll Approval Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Unless expressly waived in writing by the Licensing Board, the Organization agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, and/or damages arising out of the event, and to name the City of Dover as an additional insured on its general liability insurance policy in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The Organization/Applicant shall provide the City a certificate of insurance evidencing such additional insured status no less than fifteen (15) days prior to the event.

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: Melissa Fichetto DATE: 9/10/15

(duly authorized)

PRINTED NAME: Melissa Fichetto

Licensing Board Approval [Signature] Date: 9/14/15





PERMIT APPLICATION  
CITY OF DOVER, NEW HAMPSHIRE

Check( ☒ ) the type of application:

PARADE\*\* ☒ , ROAD TOLL\*\*\* ☐ ,

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

Organization Name: DOVER KNIGHTS OF COLUMBUS : COUNCIL # 807  
Federal Tax ID number for Organization: 23-75431527

Check( ☒ ) Nature of Organization:

Religious ☒ , Educational ☐ , Charitable ☐ , Civic ☒ , Sports ☐ , Veterans ☐ , Fraternal or Political ☐ , Other ☐

Name/Description of Event (if applicable): LIFE CHAIN: A SILENT PROTEST AGAINST THE CULTURE OF DEATH

Contact Person: PAUL K. McMANUS Day Time Telephone: (603) 953-4260

Address: 5 ARROWBROOK RD, DOVER NH Email: SURFERBUZZ@COMCAST.NET

Date of Event: 10/04/2015 Specific Time: 1:30 - 3 PM

Location of Event (if parade, attach course description or map): IN FRONT OF ST. CHARLES CHURCH ON CENTRAL AVE, DOVER

\*\*\*\*\*PARADE PERMITS\*\*\*\*\*

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

Police Department Parade Route Approval Signature: \_\_\_\_\_

Printed Name: Sgt. Marn Speidel Check Here If Parade Route Is Attached: ☒

\*\*\*\*\*ROAD TOLL PERMITS\*\*\*\*\*

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

Road Toll Location: \_\_\_\_\_

Police Department Road Toll Approval Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Unless expressly waived in writing by the Licensing Board, the Organization agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, and/or damages arising out of the event, and to name the City of Dover as an additional insured on its general liability insurance policy in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The Organization/Applicant shall provide the City a certificate of insurance evidencing such additional insured status no less than fifteen (15) days prior to the event.

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: Paul K. McManus DATE: 9/02/2015

(duly authorized)

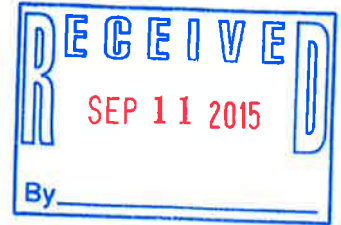
PRINTED NAME: PAUL K. McMANUS

Licensing Board Approval (Signature) Date: 9/14/15

1/2015



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



Check( ☒ ) the type of application:

PARADE\*\* ☒ ROAD TOLL\*\*\* \_\_\_\_\_

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

Organization Name: Dover Turkey Trot  
Federal Tax ID number for Organization: 22-2972074

Check( ☒ ) Nature of Organization:

Religious \_\_\_\_\_, Educational ☒, Charitable \_\_\_\_\_, Civic \_\_\_\_\_, Sports \_\_\_\_\_, Veterans \_\_\_\_\_, Fraternal or Political \_\_\_\_\_, Other \_\_\_\_\_  
Name/Description of Event (if applicable): 5K Rd race benefitting Garrison School PTA  
Contact Person: Jennifer Sprague Day Time Telephone: 502-4253 cell  
Address: 27 Woodland Rd Dover Email: JLSprague@comcast.net  
Date of Event: 11/26/15 Thanksgiving Day Specific Time: Race starts at 8:30  
Location of Event (if parade, attach course description or map): Race starts on Shaws Lane

\*\*\*\*\*PARADE PERMITS\*\*\*\*\*

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

Police Department Parade Route Approval Signature: \_\_\_\_\_  
Printed Name: Sgt. Marn Speidel Check Here If Parade Route Is Attached: ☒ 26

\*\*\*\*\*ROAD TOLL PERMITS\*\*\*\*\*

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

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

Unless expressly waived in writing by the Licensing Board, the Organization agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, and/or damages arising out of the event, and to name the City of Dover as an additional insured on its general liability insurance policy in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The Organization/Applicant shall provide the City a certificate of insurance evidencing such additional insured status no less than fifteen (15) days prior to the event.

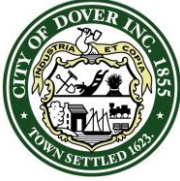
I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL per the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: Jennifer Sprague DATE: 9/8/15  
(duly authorized)

PRINTED NAME: Jennifer Sprague

Licensing Board Approval AT Date: 9/14/15





**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.5.**

Resolution Number: **R – 2015.09.23 – 124**  
Resolution Re: **Broadway Railroad Culvert Design Services**

- WHEREAS: A Sealed Request for Proposal B99057 was issued and received for consulting services for the design of culvert replacement at the railroad section of Broadway in March 1999. In 2004 the project was revisited and due to negotiations with railroad company the project was not completed; and
- WHEREAS: Ten replies were received on the RFP with six being No Bids. The remaining four were evaluated and SEA Consultants, Inc (now known as Kleinfelder Northeast, Inc) was awarded via council resolution. The project was not completed then now is being revisited again. The City recently received a SRF LOAN from NHDES to assist with the cost and would now like to move forward with updating the plans and specifications for bidding out this work; and
- WHEREAS: Kleinfelder Northeast, Inc has submitted a proposal in the amount of \$43,800 which has been approved by NHDES.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order Kleinfelder Northeast Inc in the amount not to exceed \$43,800 for design services. The amount of this authorization shall be limited so as not to exceed available funding.

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

### Financing

| Account                        | Description           | Appropriation | Balance   |
|--------------------------------|-----------------------|---------------|-----------|
| 4016.1.300.43121.4751.03140.16 | Broadway Improvements | 2,000,000     | 2,000,000 |

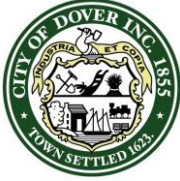
### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Karen Weston  
By Request

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

Recorded by: Karen Lavertu  
City Clerk



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.5.**

Resolution Number: **R – 2015.09.23 – 124**  
Resolution Re: **Broadway Railroad Culvert Design Services**

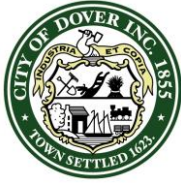
### DOCUMENT HISTORY:

|                     |                      |
|---------------------|----------------------|
| 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.5.**

Resolution Number: **R – 2015.09.23 – 124**  
Resolution Re: **Broadway Railroad Culvert Design Services**

### **RESOLUTION BACKGROUND MATERIAL:**

The city intends to construction approximately 650 LF of drain pipe beneath an embankment of an active railway. Efforts between the city and the B&M Railroad (Pan Am Railways) to negotiate an agreement that would allow the city access to the railroad property for the purpose of maintaining a culvert delayed the start of this project.

### **Bid Information:**

A Sealed Request for Proposal B99057 was issued and received for consulting services for the design of culvert replacement at the railroad section of Broadway in March 1999.

### **Award Information:**

A purchase order will be issued to the vendor selected to authorize expenditures as outlined in this resolution.

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:**

|                                    |                           |                                     |                                                                                                    |
|------------------------------------|---------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Type:</b>                       | Purchase Order            | <b>Advertised:</b>                  | Yes                                                                                                |
| <b>Invitations Mailed:</b>         | na                        | <b>Number of Responses:</b>         | 4 and 6 NB                                                                                         |
| <b>Warranty:</b>                   | Per manufacturer          | <b>Terms:</b>                       | Net 30, FOB Dover                                                                                  |
| <b>Work Bonded:</b>                | No                        | <b>Contract:</b>                    | Yes                                                                                                |
| <b>Prices will hold for:</b>       | Until complete            | <b>Estimated Delivery:</b>          | As needed                                                                                          |
| <b>Recommended Award to:</b>       | Kleinfelder Northeast Inc | <b>Fund:</b>                        | CIP                                                                                                |
| <b>Other Approvals Required:</b>   | Yes NH DES                | <b>References Checked:</b>          | Satisfactory                                                                                       |
| <b>Previously Worked for City:</b> | Yes                       | <b>Reason for Council Approval:</b> | Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation |

Exhibit A – B99057 Draft Contract Documents



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

August 31, 2015

Mr. Robert M. McCoy, P.E.  
Project Manager  
Kleinfelder  
2 Wall Street, Suite #450  
Manchester, NH 03101

**Re: Dover, NH - Broadway Street Railroad Culvert Project**  
**NHDES Project No. D2015-0803 / SRF Project No. CS-330200-09**

**DRAFT Design Phase Engineering Contract - Approval**

Dear Mr. McCoy:

The NH Department of Environmental Services (DES) is in receipt of the above-referenced draft contract for report phase engineering services, as received on August 28, 2015. We have reviewed the draft contract and hereby approve same in the following amounts:

|                      |           |
|----------------------|-----------|
| Engineering Services | \$ 32,300 |
| Survey and Layout    | \$ 4,300  |
| Cadastral Surveys    | \$ 7,200  |

**TOTAL: \$ 43,800**

Please process three (3) copies of the contract in the customary manner. We will retain the draft for our files.

Feel free to contact me at the address below, or via e-mail at [tracy.wood@des.nh.gov](mailto:tracy.wood@des.nh.gov), if you need further assistance regarding this matter.



Sincerely,

Tracy L. Wood, P.E.  
Administrator  
Wastewater Engineering Bureau

cc: Beth Malcolm - NHDES/Grants Management Section (w/ draft DPEC)  
Stephen H. Roberts, P.E. - NHDES/Design Review Section

TLW/SHR/p:Contracts-Dover-Broadway Street Railroad Culvert-draft DPEC Approval.doc

**ENGINEERING DESIGN PHASE  
CONTRACT FOR PROFESSIONAL SERVICES  
FOR  
BROADWAY STREET RAILROAD CULVERT**

**CITY OF DOVER, NEW HAMPSHIRE**

This AGREEMENT made and entered into at \_\_\_\_\_ County, New Hampshire, this \_\_\_\_\_ day of \_\_\_\_\_ 2015 , by and between the City of Dover, New Hampshire, hereinafter called the OWNER, and Kleinfelder Northeast, Inc., hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to construct approximately 650 linear feet of drain pipe ranging in diameter from 30-inch to 72-inch, including 200 feet of 72-inch reinforced concrete pipe beneath an embankment of an active railway, hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services will be required for the preparation of plans and specifications and contract documents, and

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

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

## **I. Services to be Performed by the ENGINEER**

A. Upon execution of this AGREEMENT, the ENGINEER agrees to proceed with all engineering, surveying, drafting, calculations, borings, and other work as required and necessary to develop and produce final plans, specifications, and associated contract documents involved in the construction of approximately 650 linear feet of storm drain replacement, ranging in size from 30-inches to 72-inches, including 200 feet of 72-inch reinforced concrete pipe beneath an embankment of an active railway, as recommended in an Engineering Report titled 'Drainage Study for Broadway Street Railroad Culvert', dated September 1999, and modified by a Memorandum dated January 9, 2004. Refer to attached Exhibit A for a detailed Scope of Services. The ENGINEER further agrees that said services shall include, but shall not necessarily be limited to:

### **1. Plans, Specifications, and Contract Documents**

a. The preparation of detailed plans, specifications, and contract documents in accordance with the rules and regulations of the New Hampshire Department of Environmental Services, Water Division, hereinafter called the DIVISION, ready for the receipt of bids and the award of construction contracts for said construction; the work shall also include the preparation of estimates of the cost of construction based on the contract documents. Prepare applications with supporting and associated documents for Federal, State and other grant or loan programs. Assists the OWNER in securing grants or loans by State, Federal and other agency.

b. The furnishing of all the necessary subsurface investigations and field surveys required for the preparation and completion of approved plans, specifications, and contract documents.

c. The furnishing of ten (10) copies of the final plans, specifications, and contract documents to the OWNER; three (3) copies of which are to be submitted to the DIVISION. Additional copies to be available at cost to the OWNER.

### **2. Site Acquisitions**

a. Assistance to the OWNER including preparation of documents for the acquisition of lands, easements, and rights-of-way essential to the construction of the PROJECT.

## **II. The OWNER'S Responsibilities**

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

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

C. The OWNER also agrees to comply with DIVISION and Federal requirements (where applicable) and further agrees to acquire with the assistance of the ENGINEER all the necessary easements, options or outright purchases of land for the locations of said treatment works as shown on the contract plans. The provisions of this section shall be satisfied prior to submission of documents referred to in III (A) below. It is also understood that no approvals of reports or plans and specifications or other associated documents will be made by the DIVISION without fulfillment of this requirement.

## **III. Time Of Completion**

A. The ENGINEER agrees that he will submit to the DIVISION for approval after modification or revision as recommended by the DIVISION and agreed to by the ENGINEER, the completed final plans, specifications, contract, and associated documents in compliance with the current issue of the DIVISION's standards of design within 180 consecutive calendar days following the execution of this AGREEMENT, and deliver same to the OWNER within 7 calendar days following the date of final approval by the DIVISION.

B. It is agreed by the parties to this contract that failure by the ENGINEER to complete the work within the time stipulated under III, A, above may be considered sufficient basis for the debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Engineers as provided for under New Hampshire Code of Administrative Rules Env-Wq 603.08, or the Assessment of liquidated damages as provided for under RSA 485-A: 4, XII.

#### IV. Compensation to be Paid the ENGINEER

##### A. Method of Payments & Amounts of Fees

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

Monthly billing based on hours and rates by labor category with mark-up and incidental expenses in accordance with the attached fee schedule.

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

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Forty-Three Thousand Eight Hundred Dollars  
(\$43,800.00).

3. If separate documents are required for additional construction contracts on this PROJECT, an additional fee as approved by the DIVISION shall be paid to the ENGINEER.

4. Prior to formal approval of contract documents by the DIVISION, the ENGINEER shall make such revisions in them as recommended by the DIVISION and agreed to by the ENGINEER without additional compensation. After formal approval, if it becomes necessary to revise the contract documents for reasons beyond the control of the ENGINEER, payment for such revision or revisions shall be made to the ENGINEER subject to approval by the DIVISION.

##### B. Limits of All Payments

1. The ENGINEER hereby assures the OWNER and agrees that the following fee for his services (exclusive of surveys, borings, and certain special services which follow) in connection with the preparation of final plans, specifications, and contract documents and other work as generally described under I(A) is adequate to complete the assignment and shall not exceed

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Thirty-Two Thousand Three Hundred Dollars  
(\$32,300.00).

2. It is also agreed that payment to the ENGINEER for services in relation to engineering

surveys, including layout and logging of borings, probings or seismic surveys, together with plats and project related special services shall be at actual cost. Actual cost shall include compensation to the ENGINEER for his work performed on these services. The ENGINEER further agrees that the work proposed under this item is enough to satisfactorily complete the contract documents and that the moneys to be paid under this item are adequate for the work proposed and shall not exceed

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Four Thousand Three Hundred Dollars  
(\$4,300.00).

3. It is again agreed that payment to the ENGINEER for services in relation to subsurface exploration, including borings, probings or seismic surveys, shall be at actual cost as defined in IV (B) 2. The ENGINEER further agrees that the work proposed under this item is enough to satisfactorily complete the contract documents and that the moneys to be paid under this item are adequate for the work proposed and shall not exceed

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Dollars  
(\$0.00).

4. It is also agreed that payment to the ENGINEER for services in relation to cadastral surveys and other work associated with the acquisition of lands, easements, and rights-of-way essential to the construction of the PROJECT shall be at actual cost as defined in IV (B) 2. The ENGINEER further agrees that the work proposed under this item is enough to provide adequate sites, easements, and rights-of-way to permit the unencumbered construction, operation, and maintenance of the completed project without interference in any way. The ENGINEER also assures the OWNER that the moneys to be paid under this item are adequate for the work proposed and shall not exceed

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Seven Thousand Two Hundred Dollars  
(\$7,200.00).



**V. Additional Covenants**

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

Robert M. McCoy, P.E., Kleinfelder  
(name and address)

2 Wall Street, Suite 450, Manchester, NH 03101

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

Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION before transfer of responsibility is made. Failure of the ENGINEER to abide by the above covenant may be considered basis for debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Consulting Engineers as provided for under New Hampshire Code of Administrative Rules Env-Wq 603.08.

B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in his work, and to indemnify and save harmless the OWNER, and all of the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by him in the performance of the work covered by this AGREEMENT.

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

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

E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER'S services or obligations (except surveys and borings and other special services) under this AGREEMENT without the prior approval and written consent of the OWNER.

F. It is further agreed that the ENGINEER will assist the OWNER or his authorized agent in providing the DIVISION with clear documentation certifying that the necessary easements, options or outright purchases of land have been secured to provide for location of treatment works and other associated structures and equipment as shown on the contract plans or described in the specifications. Similar documentation will be submitted on approvals from the State Department of Transportation and/or other state agencies regarding location of treatment works within rights-of-way and other lands under their jurisdiction.

**VI. Termination**

A. The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate any part of or all of the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such interruption or termination transmitted to the ENGINEER by the OWNER. In the event of termination of any part of or all of this AGREEMENT, without fault on the part of the ENGINEER, the ENGINEER shall be entitled to compensation for all work performed to the satisfaction of the DIVISION and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice of any part of the work, all plans, drawings, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data collected or prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and DIVISION.

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

**KLEINFELDER NORTHEAST, INC.:**

By: \_\_\_\_\_  
(Authorized Representative\*)

Date: \_\_\_\_\_

**CITY OF DOVER, NEW HAMPSHIRE:**

By: \_\_\_\_\_  
(Authorized Representative\*)

Date: \_\_\_\_\_

**APPROVED: \*\***

DEPARTMENT OF ENVIRONMENTAL SERVICES  
Water Division

By: \_\_\_\_\_  
(Authorized Representative)

Date: \_\_\_\_\_

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

**EXHIBIT A**  
**City of Dover, NH**  
**Broadway Street Railroad Culvert**  
**Scope of Services for Supplemental Design Services**

**A. Background**

In 2004, the City of Dover retained Kleinfelder (formerly SEA Consultants) to design the Broadway Street Railroad Culvert Project in order to address localized flooding problems in the vicinity of Red's Shoe Barn on Broadway Street. Prior studies suggested that the flooding was related to structural and hydraulic capacity issues with the existing stone box stormwater culvert located between Broadway Street and the railroad embankment adjacent to the parking lot of Red's Shoe Barn. The design, which was completed in 2005, includes approximately 210 feet of new 72-inch culvert to be installed by jacking under the embankment for the B&M Railroad, from the Red's Shoe Barn to the wooded ravine located east of the railroad. The project also includes appurtenant structures and improvements to the Broadway Street drainage system to provide for the complete abandonment of the existing 3'-0" x 5'-0" stone box culvert between Broadway Street and the ravine.

Contract Documents were provided to the City in April 2005 in anticipation of publicly bidding the project soon thereafter. However, efforts between the City and the B&M Railroad (Pan Am Railways) to negotiate a License Agreement (which would allow the City to access railroad property for the purpose of maintaining the new culvert) delayed the start of the project and the project was subsequently postponed indefinitely.

The City is now pursuing the project and has requested that Kleinfelder provide a scope and fee estimate to update and finalize the Construction Documents. Following is the scope of supplemental design services necessary to update the Bidding Documents, permits, and easements in order to advertise the project for bid. The following scope is limited to supplemental design services and does not include bidding services or construction phase services.

**B. Scope of Supplemental Design Services:**

**1) Task 1 – Update Stormwater Model and Design Flows**

Review and update the existing stormwater model that was originally developed and utilized to size the proposed stormwater culverts under the railroad embankment and in Broadway Street:

- a. Review the scope of the proposed Oak, Ham and Ela Street Improvements Project (road and drainage upgrades currently scheduled for design in 2017) and implement appropriate changes to the existing stormwater model that better represent the future stormwater system in that area (the future Oak, Ham and Ela Street Improvements Project area contributes to the Broadway Street Railroad Culvert and proposed improvements on that project could influence the design flow calculations for the new culverts proposed under the railroad embankment and in Broadway Street as part of this project). The intent is not to design stormwater improvements in the contributory area upstream of the Broadway Street Railroad Culvert Project, but rather to make reasonable assumptions regarding future drain pipe sizes and connectivity in the upstream tributary area using information that is already available.

- b. Review the existing report prepared by The McGuire Group regarding the new drain culvert that was recently constructed in Chestnut Street to determine if it is feasible to divert some flow from the upstream tributary area to Berry Brook via a connection in the vicinity of Chestnut Street and 6<sup>th</sup> Street.
- c. Review the characteristics of the design storm (i.e. intensity and duration) that was used for input in the original modeling effort. Review existing engineering research publications and guidance documents related to changing rainfall patterns to identify a new design storm for the project.
- d. Conduct a simulation with the updated model using HydroCAD to verify the sizes of the proposed storm drains under the railroad embankment and in Broadway Street.
- e. Prepare memorandum summarizing the findings from Task 1.

## **2) Task 2 - Update Base Mapping**

Update the original survey and wetland delineation, which was completed in 1999 (updated 2003):

- a. If required by NHDES, re-delineate existing wetlands in the project area (on the ravine side of the embankment). Note: It is anticipated that the NHDES Wetlands Bureau will require wetlands to be re-delineated given the time elapsed since the permit was originally approved.
- b. The surveyor responsible for preparing the original survey shall conduct a field visit to determine if additional field work is warranted to identify any changes to physical features. Up to one day of field work by the surveyor is budgeted to update physical features on the base map, re-establish horizontal and vertical control (surveyor's previous control is no longer usable), and to map re-delineated wetlands.
- c. Contact private utilities to verify any recent utility modifications since 2005.

## **3) Task 3 - Permitting**

- a. Update and re-submit the NHDES Wetlands Permit (original permit has expired). Hold pre-application meeting with the NHDES to identify what is expected in terms of re-applying, including the potential need to re-delineate existing wetland boundaries (refer to Task 2.a). Complete wetlands application and mail required notifications to abutters. Coordinate with NHDES to assess the potential need to address more recent environmental permit requirements (e.g. Shoreland Protection, etc.). The need for additional environmental permits is not anticipated at this time.
- b. Coordinate with the New Hampshire Division of Historical Resources (NHDHR) regarding recommencement of the project and other NHDHR project-related requirements associated with the archaeological investigations previously performed. Complete a Request for Project Review (RPR) by NHDHR (it is assumed that NHDHR will request an RPR, as the review form application did not exist at the time of the initial design). It is assumed that the archaeological report previously completed by the Archaeological Research Center of the University of Maine will address all of the requirements of the RPR as an attachment. The need for additional archaeological investigations is not anticipated at this time and is not included in this task.

- c. Perform up to two site visits with representatives from the NHDES and/or NHDHR in support of permitting efforts.
- d. All permit fees shall be paid directly to the regulatory agencies by the OWNER and are not included herein.

**4) Task 4 – Easements**

- a. Evaluate the status of permanent and temporary construction easements on the four (4) parcels and the railroad right-of-way impacted by the project. Easement Plans were prepared in 2006 for these four parcels and the railroad right-of-way. However, Kleinfelder understands that the Easement Plans were never filed with the Registry of Deeds due to on-going negotiations with one or more property owners. Update the Easement Plans, including research to update property ownership, current abutters, and to verify property boundaries.
- b. Prepare temporary and permanent easement documents suitable for filing with the Registry of Deeds.
- c. Assist the City with obtaining signatures on easement documents by attending up to four (4) meetings with affected property owners to discuss proposed easements. It is assumed that new boundary surveys will not be required.
- d. The specific level of effort required to assist the city with securing signed easement documents from private property owners is uncertain at this time, and the effort may require more or less time than budgeted. However, the ENGINEER will not perform any work that exceeds the budget for this task, nor invoice such work, without first obtaining written authorization to do so from the OWNER.
- e. All fees associated with filing documents with the Registry of Deeds shall be paid directly by the OWNER.

**5) Task 5 – Update Bid Documents**

- a. Re-evaluate the proposed method for installing the Railroad Culvert beneath the railroad embankment in the context of recent technological innovations in the area of trenchless technology since the conclusion of the design in 2005 (considerable advancements have been made since 2005 and technologies other than jacking may be more appropriate and cost effective). Should an alternative method for installing the drain pipe beneath the embankment be selected, Kleinfelder will provide the City with a revised scope and fee to revise the Construction Documents accordingly.
- b. Update the Division 0 specifications, including the Instructions to Bidders, Agreement, General Conditions, Supplementary Conditions and Contract Forms, to reflect the latest City requirements and NHDES SRF bidding requirements.
- c. Update the drawings to reflect any modifications to proposed drain pipe sizes based on the results of the stormwater modeling conducted in Task 1 (it is assumed that drain pipe sizes will change slightly). Any other re-design that may be required due to survey base map updates, easement negotiations, permitting requirements, or other factors, is not included in the scope of services.



- d. Send letters and drawings to owners of gas, electric, and communication utilities to request confirmation of utility locations and to coordinate special requirements regarding support, protection and/or relocation of utilities.

**6) Task 6 – Pan Am Railway Coordination**

- a. Coordinate with Pan Am Railways (the original Railroad Service Agreement with B&M Railroad has expired and a new Agreement is required with Pan Am Railway). Obtain the latest version of the Railroad Service Agreement from Pan Am Railways and edit the Agreement for consistency with the updated Contract Documents. Submit the draft updated Railroad Service Agreement to the City for review. Incorporate City comments and submit the draft updated Railroad Service Agreement to Pan Am Railways for review.
- b. The specific level of effort to secure a signed Railroad Service Agreement from Pan Am Railways is uncertain at this time, and the effort may require more or less time than budgeted. However, the ENGINEER will not perform any work that exceeds the budget for this task, nor invoice such work, without first obtaining written authorization to do so from the OWNER.
- c. All railroad fees shall be paid directly to the railroad by the OWNER. This task does not include work associated with securing a Railroad License Agreement from Pan Am Railways.

**C. Fee Schedule:**

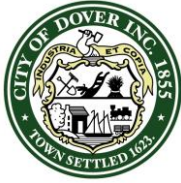
Below is the fee schedule broken down by task:

| Task No. | Task Description                         | Fee                |
|----------|------------------------------------------|--------------------|
| 1        | Update Stormwater Model and Design Flows | \$7,000.00         |
| 2        | Update Base Mapping*                     | \$4,300.00         |
| 3        | Permitting                               | \$8,500.00         |
| 4        | Easements*                               | \$7,200.00         |
| 5        | Update Bid Documents                     | \$13,800.00        |
| 6        | Pan Am Railway Coordination              | \$3,000.00         |
|          | <b>Total</b>                             | <b>\$43,800.00</b> |

\* Includes \$5,500 for McEneaney Survey (\$3,000 for Task 2 and \$2,500 for Task 4).

| COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF                                                             |              |                    | Form Approved DES 02/06                                                               |               |
|-------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------|---------------------------------------------------------------------------------------|---------------|
| <b>PART 1 - GENERAL</b>                                                                                                       |              |                    |                                                                                       |               |
| <b>1. GRANTEE/LOANEE</b><br>Broadway Street Railroad Culvert                                                                  |              |                    | <b>2. GRANT/LOAN NO.</b>                                                              |               |
| <b>3. NAME OF CONTRACTOR OR SUBCONTRACTOR</b><br>Kleinfelder, Inc.                                                            |              |                    | <b>4. DATE OF PROPOSAL</b><br>August 3, 2015                                          |               |
| <b>5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (include ZIP)</b><br>2 Wall Street, Suite 450<br>Manchester, New Hampshire 03101 |              |                    | <b>6. TYPE OF SERVICE TO BE FURNISHED</b><br>Professional Design Engineering Services |               |
| <b>PART II - COST SUMMARY</b>                                                                                                 |              |                    |                                                                                       |               |
| <b>7. DIRECT LABOR ( Specify labor categories)</b>                                                                            | <b>HOURS</b> | <b>HOURLY RATE</b> | <b>ESTIMATED COST</b>                                                                 | <b>TOTALS</b> |
| Principal                                                                                                                     | 10           | \$65               | \$650                                                                                 |               |
| Project Manager                                                                                                               | 54           | \$54               | \$2,930                                                                               |               |
| Senior Project Engineer                                                                                                       | 44           | \$48               | \$2,090                                                                               |               |
| Project Engineer                                                                                                              | 96           | \$33               | \$3,168                                                                               |               |
| Staff Engineer                                                                                                                | 130          | \$26               | \$3,380                                                                               |               |
| Administrative Assistant                                                                                                      | 8            | \$24               | \$192                                                                                 |               |
| DIRECT LABOR TOTAL                                                                                                            |              |                    |                                                                                       | \$12,410      |
| <b>8. INDIRECT COSTS</b>                                                                                                      | <b>RATE</b>  | <b>x BASE</b>      | <b>ESTIMATED COST</b>                                                                 |               |
|                                                                                                                               | 1.64         | \$12,410           | \$20,352                                                                              |               |
| INDIRECT COSTS TOTAL:                                                                                                         |              |                    |                                                                                       | \$20,352      |
| <b>9. OTHER DIRECT COSTS</b>                                                                                                  |              |                    |                                                                                       |               |
| a. TRAVEL                                                                                                                     |              |                    | <b>ESTIMATED COST</b>                                                                 |               |
| (1) TRANSPORTATION                                                                                                            |              |                    | \$600                                                                                 |               |
| TRAVEL COSTS SUBTOTAL:                                                                                                        |              |                    | \$600                                                                                 |               |
| b. EQUIPMENT, MATERIALS, SUPPLIES(N/A)                                                                                        | <b>QTY</b>   | <b>COST</b>        | <b>ESTIMATED COST</b>                                                                 |               |
| EQUIPMENT SUBTOTAL:                                                                                                           |              |                    | \$0                                                                                   |               |
| c. SUBCONTRACTS                                                                                                               |              |                    | <b>ESTIMATED COST</b>                                                                 |               |
| Surveyor (Base Map Updates & Easement Plans)                                                                                  |              |                    | \$5,500                                                                               |               |
|                                                                                                                               |              |                    |                                                                                       |               |
|                                                                                                                               |              |                    |                                                                                       |               |
| SUBCONTRACTS SUBTOTAL:                                                                                                        |              |                    | \$5,500                                                                               |               |
| d. OTHER (Specify categories)                                                                                                 |              |                    |                                                                                       |               |
| Reproductions                                                                                                                 |              |                    | \$500                                                                                 |               |
| Postage                                                                                                                       |              |                    | \$0                                                                                   |               |
| Lab Costs                                                                                                                     |              |                    | \$0                                                                                   |               |
| Police Details                                                                                                                |              |                    | \$0                                                                                   |               |
| OTHER SUBTOTAL:                                                                                                               |              |                    | \$500                                                                                 |               |
| OTHER DIRECT COSTS TOTAL                                                                                                      |              |                    |                                                                                       | \$6,600       |
| <b>10. TOTAL ESTIMATED COSTS (rounded to nearest \$100)</b>                                                                   |              |                    |                                                                                       | \$39,400      |
| <b>11. PROFIT</b>                                                                                                             |              |                    |                                                                                       | \$4,400       |
| <b>12. TOTAL PRICE</b>                                                                                                        |              |                    |                                                                                       | \$43,800      |

| PART III - PRICE SUMMARY                                                                                                                                                                                                                   |                                                   |                              |                     |                    |                              |                                      |             |                     |                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------|---------------------|--------------------|------------------------------|--------------------------------------|-------------|---------------------|-------------------|
| 13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES                                                                                                                                                                        |                                                   |                              |                     |                    |                              |                                      |             | MARKET<br>PRICES(S) | PROPOSED<br>PRICE |
| (Indicate basis for price comparison)                                                                                                                                                                                                      |                                                   |                              |                     |                    |                              |                                      |             |                     |                   |
|                                                                                                                                                                                                                                            |                                                   |                              |                     |                    |                              |                                      |             |                     |                   |
|                                                                                                                                                                                                                                            |                                                   |                              |                     |                    |                              |                                      |             |                     |                   |
|                                                                                                                                                                                                                                            |                                                   |                              |                     |                    |                              |                                      |             |                     |                   |
|                                                                                                                                                                                                                                            |                                                   |                              |                     |                    |                              |                                      |             |                     |                   |
|                                                                                                                                                                                                                                            |                                                   |                              |                     |                    |                              |                                      |             |                     |                   |
|                                                                                                                                                                                                                                            |                                                   |                              |                     |                    |                              |                                      |             |                     |                   |
|                                                                                                                                                                                                                                            |                                                   |                              |                     |                    |                              |                                      |             |                     |                   |
|                                                                                                                                                                                                                                            |                                                   |                              |                     |                    |                              |                                      |             |                     | \$0.00            |
| PART IV - DIRECT LABOR BY CATEGORY                                                                                                                                                                                                         |                                                   |                              |                     |                    |                              |                                      |             |                     |                   |
| 14. INSERT THE APPROPRIATE WORK CATEGORY IN THE TABLE BELOW.                                                                                                                                                                               |                                                   |                              |                     |                    |                              |                                      |             |                     |                   |
| WORK CATEGORIES WOULD INCLUDE BUT NOT BE LIMITED TO THOSE CATEGORIES SHOWN IN THE CONTRACT DOCUMENTS SUCH AS DESIGN, SURVEY, SUBSURFACE, CADASTRAL, O&M MANUAL, ADMINISTRATION, INSPECTION, RECORD DWGS., START-UP, SPECIAL SERVICES, ETC. |                                                   |                              |                     |                    |                              |                                      |             |                     |                   |
| Staff                                                                                                                                                                                                                                      | Work Category                                     |                              |                     |                    |                              |                                      | Total Hours | Rate                | Cost              |
|                                                                                                                                                                                                                                            | Task 1 - Update Stormwater Model and Design Flows | Task 2 - Update Base Mapping | Task 3 - Permitting | Task 4 - Easements | Task 5- Update Bid Documents | Task 6 - Pan Am Railway Coordination |             |                     |                   |
| Principal Engineer                                                                                                                                                                                                                         | 0                                                 | 0                            | 0                   | 0                  | 10                           | 0                                    | 10          | \$65                | \$650             |
| Project Manager                                                                                                                                                                                                                            | 8                                                 | 2                            | 10                  | 8                  | 18                           | 8                                    | 54          | \$54                | \$2,930           |
| Sr. Project Engineer                                                                                                                                                                                                                       | 40                                                | 0                            | 0                   | 0                  | 4                            | 0                                    | 44          | \$48                | \$2,090           |
| Project Engineer                                                                                                                                                                                                                           | 0                                                 | 2                            | 22                  | 32                 | 32                           | 8                                    | 96          | \$33                | \$3,168           |
| Staff Engineer                                                                                                                                                                                                                             | 0                                                 | 8                            | 54                  | 0                  | 56                           | 12                                   | 130         | \$26                | \$3,380           |
| Administrative Assistant                                                                                                                                                                                                                   | 0                                                 | 0                            | 4                   | 0                  | 4                            | 0                                    | 8           | \$24                | \$192             |
| <b>Total - Direct Labor Hours/Cost</b>                                                                                                                                                                                                     | <b>48</b>                                         | <b>12</b>                    | <b>90</b>           | <b>40</b>          | <b>124</b>                   | <b>28</b>                            | <b>342</b>  |                     | \$12,410          |
| Comments:                                                                                                                                                                                                                                  |                                                   |                              |                     |                    |                              |                                      |             |                     |                   |



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.6.**

Resolution Number: **R – 2015.09.23 – 125**

Resolution Re: City Wide Groundwater Monitoring Program

WHEREAS: Emery and Garrett Inc has performed work for the City of Dover for many years. They have submitted a proposal to perform city wide groundwater monitoring services as discussed during the council workshop of July 29, 2015; and

WHEREAS: Attached is the scope of work and costs totaling \$129,500 as approved by NHDES; and

WHEREAS: Dover purchasing Code 3-41H: the competitive bid procedure may be waived by a majority vote of the City Council.

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 Emery and Garrett Inc for study services in the amount of \$129,500. The amount of this authorization shall be limited so as not to exceed available funding.

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

### Financing

| Account                        | Description                | Appropriation | Balance    |
|--------------------------------|----------------------------|---------------|------------|
| 5300.1.300.43320.4757.03574.12 | Water Well head Protection | 85,710.88     | 11,860.88  |
| 5300.1.300.43320.4757.03574.13 | Water Well head Protection | 100,000.00    | 100,000.00 |
| 5300.1.300.43320.4757.03574.14 | Water Well head Protection | 100,000.00    | 100,000.00 |

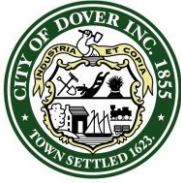
### AUTHORIZATION

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 – 2015.09.23 – 125**

Resolution Re: City Wide Groundwater Monitoring Program

### DOCUMENT HISTORY:

First Reading Date:

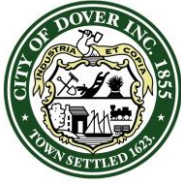
Public Hearing Date:

Approved Date:

Effective Date:

### DOCUMENT ACTIONS:

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



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.6.**

Resolution Number: **R – 2015.09.23 – 125**  
Resolution Re: City Wide Groundwater Monitoring Program

### RESOLUTION BACKGROUND MATERIAL:

The groundwater monitoring program will service to protect the quality of groundwater resources and will identify any quality problems that may exist and serve to ensure that groundwater resources remain of high quality to meet public safety requirements.

### Bid Information:

Per Dover purchasing Code 3-41H: the competitive bid procedure may be waived by a majority vote of the City Council.

### Award Information:

A purchase order will be issued to the vendor selected to authorize expenditures as outlined in this resolution.

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:

|                                    |                     |                                     |                                                                                                    |
|------------------------------------|---------------------|-------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Type:</b>                       | Purchase Order      | <b>Advertised:</b>                  | No                                                                                                 |
| <b>Invitations Mailed:</b>         | NA                  | <b>Number of Responses:</b>         | NA                                                                                                 |
| <b>Warranty:</b>                   | Per manufacturer    | <b>Terms:</b>                       | Net 30, FOB Dover                                                                                  |
| <b>Work Bonded:</b>                | No                  | <b>Contract:</b>                    | Yes                                                                                                |
| <b>Prices will hold for:</b>       | Until Complete      | <b>Estimated Delivery:</b>          | As needed                                                                                          |
| <b>Recommended Award to:</b>       | Emery & Garrett Inc | <b>Fund:</b>                        | Various                                                                                            |
| <b>Other Approvals Required:</b>   | Yes ST NH DES       | <b>References Checked:</b>          | Satisfactory                                                                                       |
| <b>Previously Worked for City:</b> | Yes                 | <b>Reason for Council Approval:</b> | Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation |

Exhibit A – City-wide Groundwater Monitoring Contract Documents



# ***Emery & Garrett Groundwater Investigations, LLC***

***56 Main Street • P.O. Box 1578  
Meredith, New Hampshire 03253***

***(603) 279-4425***

***www.eggi.com***

***Fax (603) 279-8717***

June 17, 2015

Mr. Douglas W. Steele, II  
Deputy City Manager – Community Services  
City of Dover  
288 Central Avenue  
Dover, NH 03820-4169

**Re: Dover City-wide Groundwater Monitoring Program – Letter/Proposal No. 1025**

Dear Mike,

Please find herein our proposal that describes the recommended groundwater monitoring program that we believe should be initiated in Dover, New Hampshire. This groundwater monitoring proposal is intended to be used to better manage groundwater resources that are the foundation of Dover's public water supply. Understanding how climate change will affect groundwater levels, groundwater quality, and ultimately groundwater supplies is imperative. It is strongly recommended that this program be initiated as soon as possible. A brief description of the groundwater monitoring program is presented as follows:

## **I. PURPOSE OF GROUNDWATER MONITORING PROGRAM**

In order to effectively manage and protect Dover's vital groundwater supplies, a groundwater monitoring program shall be designed, installed, and implemented. Effective groundwater monitoring programs serve to protect the quantity of groundwater resources to ensure that a sustainable supply can be maintained. A comprehensive groundwater monitoring program will also identify any groundwater quality problems that may exist and serve to ensure that groundwater resources remain of high quality ... sufficient to meet public "safe" drinking water requirements. The benefits for developing a groundwater monitoring program are many and varied. These benefits include, but are not be limited to, the following:

- Provides an assessment of the changes that occur in groundwater storage in all aquifers being utilized by the City today and those that will be utilized in the future.
- Provides an understanding of the impact that rainfall events have on groundwater levels.
- Allows for an evaluation of the impact that drought has on groundwater levels and groundwater resource availability.
- Provides an assessment of changes in groundwater quality associated with changes in land use.
- Provides an early warning system for the migration of groundwater contaminants toward public supply wells.
- Provides an estimate of the groundwater recharge rates during both significant rainfall periods and drought periods.

- Provides an assessment of whether long-term over drafting (mining) of groundwater resources is occurring as a result of extended groundwater withdrawals.
- Provides an important understanding as to how climate change may adversely impair groundwater supplies in the future.

## **II. SELECTION OF GROUNDWATER MONITORING LOCATIONS**

The criteria for selecting groundwater monitoring locations will be based upon a variety of factors. These will include, but not be limited, to the following:

- Topography
- Geology (based upon aquifer thickness, aquifer type, and aquifer distribution)
- Watershed boundaries
- The presence of potential sources of contaminant threats to groundwater quality
- The presence of other domestic, community, irrigation, and/or municipal groundwater supply wells
- The boundaries of potential planning areas

## **III. SUMMARY**

Groundwater monitoring is an active process that must begin with an overall design of the program followed by the installation of monitoring wells at strategic locations. Automated water level monitoring equipment will be installed in all of the selected monitoring locations. Both water level and water quality data will be collected in accordance with a predetermined time and schedule. Such monitoring data will be compiled by a professional hydrogeologist and a report will be prepared and submitted annually to the City regarding the status of groundwater resources within the selected “monitored Aquifer Areas.”

Based upon other New Hampshire groundwater monitoring programs, it is anticipated that it will take up to one year to fully initiate this program after a contract for the monitoring program is complete. The program should continue for the first three years before modifications to the sampling and data collection program are made, such that a level of consistency of data can be established.

The groundwater monitoring program will be carried out in the Areas that include the following:

1. Hoppers Aquifer
2. Barbados Aquifer
3. Williams Pond Aquifer
4. Pudding Hill Aquifer
5. Smith/Cummings Aquifer
6. Bedrock Aquifer/Day Property

The *design* of this groundwater monitoring program will take approximately 90-120 days to complete. The implementation of the monitoring program would take six months so that the long-term monitoring program will be able to collect data during the last 60 days of the first year.

I hope you find the information contained herein responsive to your needs. If you have any questions regarding this proposal, please do not hesitate to contact me.

Best regards,

A handwritten signature in black ink, appearing to read 'J. Emery', with a stylized flourish extending from the end.

James M. Emery  
President/CEO

# **Emery & Garrett Groundwater Investigations, LLC**

**56 Main Street • P.O. Box 1578  
Meredith, New Hampshire 03253**

**(603) 279-4425**

**www.eggi.com**

**Fax (603) 279-8717**

## **SERVICE CONTRACT**

### **PROPOSED BUDGET**

#### **Dover City-wide Groundwater Monitoring Program – Letter/Proposal No. 1025**

The estimated costs for the first year of the City-wide Groundwater Monitoring Program are anticipated to be as follows:

1. Design of monitoring network .....\$17,500
2. Drilling of monitoring wells .....\$35,000
3. Purchase and installation of automated monitoring equipment.....\$35,000
4. Water quality data collection .....\$13,500
5. Collecting, compiling, and plotting all water level data .....\$15,000
6. Preparation of annual report.....\$13,500

**TOTAL ESTIMATED COST.....\$129,500**

The City of Dover and EGGI agree that this signature page constitutes a binding agreement between Dover and EGGI.

**APPROVED FOR  
CITY OF DOVER**

**APPROVED FOR  
EMERY & GARRETT GROUNDWATER  
INVESTIGATIONS, LLC**



By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

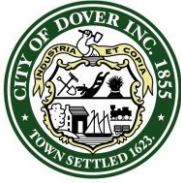
James M. Emery  
President/CEO

Title: \_\_\_\_\_

Date:

Date: \_\_\_\_\_

9/9/15



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.7.**

Resolution Number: **R – 2015.09.23 – 126**  
Resolution Re: Approval of University of New Hampshire Lease Agreement, Butler Building

WHEREAS: The University of New Hampshire seeks to renew its Lease Agreement with the City of Dover in order to conduct rowing activities on the Cocheco River; and

WHEREAS: The University of New Hampshire shares the Leased Premises with Great Bay Rowing of the Butler Building, with each entity entering into a separate Lease Agreement with the City of Dover; and

WHEREAS: The location the Leased Premises is the Butler Building, River Street, Dover, New Hampshire, which contains 2,080 square feet.

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

The City Manager is authorized to sign a Lease Agreement for the Butler Building with the University of New Hampshire for a term from September 1, 2015 to August 31, 2016, for the rental rate of \$1.00 for the term.

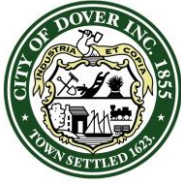
### AUTHORIZATION

Approved as to Funding: Daniel Lynch  
Finance Director

Sponsored by: Mayor Karen Weston  
By request

Approved as to Legal Form and Compliance:: Anthony I. Blenkinsop  
City Attorney

Recorded by: Karen Lavertu  
City Clerk



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.7.**

Resolution Number: **R – 2015.09.23 – 126**  
Resolution Re: Approval of University of New Hampshire Lease Agreement, Butler Building

### DOCUMENT HISTORY:

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

### DOCUMENT ACTIONS:

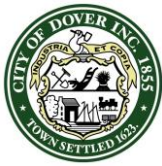
| VOTING RECORD                           |     |    |
|-----------------------------------------|-----|----|
| Date of Vote:                           | YES | NO |
| Mayor, Karen Weston                     |     |    |
| Deputy Mayor, Robert Carrier, At Large  |     |    |
| Councilor John O'Connor, 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:

This Lease Agreement is to provide storage space for rowing related equipment for a rowing program on the Cocheco River for the coming season. Use of the Butler Building would be shared between the City, UNH and Great Bay Rowing.

See Lease Agreement attached with Exhibit A.





CITY OF DOVER

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

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made and entered into by and between:

**LESSOR:** **CITY OF DOVER, NEW HAMPSHIRE**, a New Hampshire municipality with a mailing address of 288 Central Ave., Dover, New Hampshire 03820 ("Lessor");

and

**LESSEE:** **UNIVERSITY OF NEW HAMPSHIRE**, a New Hampshire Educational Institution with a mailing address of 128 Main Street, Durham, New Hampshire 03824 ("Lessee").

**IN CONSIDERATION** of the payment of rent and other charges and the covenants and conditions set forth in the following Lease, Lessor and Lessee hereby agree as follows:

### **ARTICLE 1 - LEASED PREMISES**

1.1 Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the following described premises owned by the Lessor in Dover, New Hampshire:

Designated interior space consisting of approximately one thousand forty (1,040) square feet (the "Leased Premises") of the 2,080 square feet, in what is known as the Butler Building, located on River Street, Dover, New Hampshire.

The Leased Premises does not include either the land lying thereunder or the exterior walls or roof of the building in which the Leased Premises are located. The Lessee understands that the other 1,040 square feet of the Butler Building is leased to Great Bay Rowing.

1.2 The Leased Premises are leased subject to all zoning regulations, restrictions, rules and ordinances, building or use restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction thereof.

### **ARTICLE 2 - TERM OF LEASE**

The term of this Lease ("Term") commences on **September 1, 2015** and expires at 11:59 on **August 31, 2016**.

### **ARTICLE 3 - RENT**

Lessee shall, through the Term of this Lease, pay to Lessor rent for the Leased Premises in the amount of **One Dollar (\$1.00)**. The rental rate includes the cost of electricity. The rental

rate for this Term is reflective, in part, of the desire of the parties to determine, on a trial basis, whether the Leased Premises is a viable location from which to operate rowing activities.

#### **ARTICLE 4 - USE OF PREMISES**

4.1 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities, and the Fire Insurance Rating organization and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof, the Leased Premises shall be occupied and used for the sole purpose of **the storage of paddle water craft and related equipment** and for no other purpose without the Lessor's prior written consent.

4.2 Lessee shall not permit the use or occupancy of the Leased Premises by any party other than Lessee, its agents, employees and invitees, and shall:

(a) Not display/store merchandise/equipment outside the Leased Premises without the permission of the Lessor nor in any way obstruct the entrances and walkways; and store all trash and refuse in appropriate containers within the Leased Premises.

(b) Keep the Leased Premises in a neat, clean and sanitary condition.

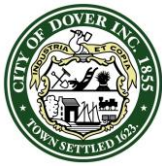
(c) Not use the Leased Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

#### **ARTICLE 5 - INSTALLATIONS AND ALTERATIONS**

Lessee shall not make, or permit to be made, any other alterations, improvements, and/or additions of any kind or nature to the Leased Premises or any part thereof except with the prior written consent of Lessor and following submission of plans and specifications therefore. All alterations, improvements and additions to the Leased Premises shall be made in accordance with all applicable laws and shall, when made or installed, be deemed to have attached to the Leased Premises and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the Term or the earlier termination of this Lease; provided however, if before the termination of this Lease, or within 15 days thereafter, if Lessor so directs, Lessee shall promptly remove the additions, improvements, fixtures and installations which were placed in, upon or on the Leased Premises by Lessee and which are designated in the notice and shall repair any damage occasioned by such removal. In default thereof, Lessor may affect the removals and repairs at Lessee's expense.

#### **ARTICLE 6 - INSURANCE AND INDEMNITY**

6.1 Lessee, at its option, shall maintain and keep in full force fire and extended coverage insurance on its personal property in the Leased Premises.



CITY OF DOVER

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

6.2 Lessee shall provide and keep in force during the term hereof, in the name of Lessor and Lessee, as their respective interests may appear, general liability insurance against any and all claims for injuries to persons or property occurring in, upon, about or from the Leased Premises, in an amount not less than \$1,000,000 in respect to injuries to any one person, not less than \$1,000,000 in respect to any one incident, and not less than \$500,000 in respect to property damage. All insurance required to be maintained by Lessee shall name Lessor as additional insureds and shall be with an insurance company satisfactory to Lessor.

6.3 Lessee agrees to pay, and to protect, defend, indemnify and save harmless Lessor from and against any and all liabilities, losses, damages, costs, expenses, including all reasonable attorney's fees and expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person or any damage to property or to the Leased Premises arising from any activity undertaken by Lessee in connection with use of the Leased Premises;
- (ii) any act or omission of Lessee or its agents, officers or employees in connection with the Lessee's use of the Leased Premises;
- (iii) violation by Lessee of any agreement or condition of this Lease; or
- (iv) violation by Lessee of any law, ordinance or regulation affecting the Leased Premises or in connection with the Lessee's use or occupancy of the Leased Premises.

#### **ARTICLE 7 - COMMON PARKING AREAS AND WATER ACCESS**

Lessor hereby grants to Lessee, during the term of this Lease, the nonexclusive right to use, in common with all others so entitled, the Common Parking Areas outside of the Butler Building, as shown on the map attached here to as Exhibit A. The Common Parking Areas shall be subject to the exclusive control and management of Lessor and to such rules and regulations as Lessor may from time to time adopt. Lessor hereby reserves the right at any time or from time to time to: (a) change the areas, locations and arrangement of the Common Parking Areas; (b) close any portion of the Common Parking Areas to such extent and for such time as it deems necessary; and (c) make changes, additions, deletions, alterations or improvements in and to such Common Parking Areas, provided that there shall be no unreasonable obstruction of Lessee's right of ingress to or egress from the Leased Premises except as provided above. In no instance shall the Lessee utilize said Common Parking Areas overnight without the express consent of the Lessor. Lessee shall also have the right to utilize the City-owned property on which the Butler Building is located to access the Cocheco River as shown on Exhibit A, said access to be in accordance and consistent with any/all requirements of State law. The Lessor makes no warranties regarding the suitability or safety of the City-owned property for access to the

Cocheco River. Lessee shall have no right to alter the property to facilitate water access without the express written consent of the Lessor, which will not be unreasonably withheld.

#### **ARTICLE 8 - MECHANIC LIENS OR CLAIMS**

Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might become a lien or encumbrance upon the Leased Premises or the building or the income therefrom. If any lien or notice of intention or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work in the Leased Premises or in the building, Lessee shall, within ten (10) days after notice of the filing thereof, cause the same to be discharged by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

#### **ARTICLE 9 - DESTRUCTION AND RESTORATION**

If the Leased Premises or the building is damaged or destroyed by fire or other casualty, then Lessor or Lessee, within ten (10) days after the occurrence of such casualty, may terminate this Lease upon written notice to the other party.

#### **ARTICLE 10 - PROPERTY IN LEASED PREMISES**

All leasehold improvements (other than Lessee's trade fixtures), shall when installed attach to the Leased Premises and become and remain the property of Lessor consistent with the provisions of Article 5. All trade fixtures shall remain the property of the Lessee, subject at all times to any Lessor's lien for rent and other sums which may become due to Lessor under this Lease or otherwise. Lessee shall be allowed to remove all trade fixtures upon termination of this Lease, provided that the Lessee is not in default in any of the terms and provisions of this Lease.

#### **ARTICLE 11 - ACCESS TO LEASED PREMISES**

Lessee shall permit Lessor or Lessor's agents to inspect or examine the Leased Premises at any reasonable time or at any time in emergencies, and shall permit Lessor to enter and make such repairs, alterations, improvements or additions in the Leased Premises or to the building of which the Leased Premises is a part, that Lessor may deem desirable or necessary. Lessor shall have the right to store in the Leased Premises any materials or equipment necessary for such repairs, alterations, improvements or additions without the storage being construed as an eviction of Lessee in whole or in part and the rent shall in no manner abate while the repairs, alterations, improvements or additions are being made.

## **ARTICLE 12 - SURRENDER OF LEASED PREMISES**

12.1 Lessee shall deliver and surrender to Lessor possession of the Leased Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as Leased Premises are at the commencement of the Term of this Lease, ordinary wear and tear excepted.

12.2 Lessee shall remove all property and equipment of Lessee which Lessor has required in writing to be removed at the expiration or termination of this Lease. Lessee shall repair all damage to the Leased Premises caused by the removal and restore the Leased Premises to the condition in which it existed immediately before the installation of the articles so removed. Any property not removed at the expiration of the Term hereof shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

## **ARTICLE 13 - UTILITIES/ REAL ESTATE TAXES**

Lessor shall provide basic utilities in the form of electricity and heat. The cost of heating the building may be paid for by the Lessor if the storage of a City vehicle is allowed for the winter months. If the vehicle is not able to be stored in the premises then the heating costs for the Leased Premises may be borne by the Lessee. The Leased Premises is not served by water/sewer. Lessee is responsible for providing portable toilets and potable water as is needed/required. Lessee is responsible for all of its trash removal in a prompt and sanitary manner.

Lessee shall pay all properly assessed real and personal property taxes pursuant to RSA 72:23, I(b), if any, for which the Lessee is legally obligated in connection with Lessee's use or occupancy of the Leased Premises. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Lessor.

## **ARTICLE 14 - ASSIGNMENT**

Lessee shall not, by operation or law or otherwise, assign or transfer this Lease or sublet all or any part of the Leased Premises to any other party without the prior written consent of Lessor. In the event of any assignment: (a) Lessee shall not be discharged of its obligations under this Lease but shall remain liable therefore; and (b) the assignee shall not sublet the Leased Premises or assign this Lease without Lessor's prior written consent.

## ARTICLE 15 - DEFAULT BY LESSEE

15.1 Upon the happening of any one or more of the events as expressed below in (a) through (h) inclusive, the Lessor shall have any and all rights and remedies set forth in this Article 15:

(a) If Lessee fails to pay the rent, or any other sums required to be paid hereunder, whether additional rent or otherwise, within five (5) days of notice thereof from the Lessor; provided, however, that the Lessee shall be in default of this Lease if the Lessor has to provide Lessee with notice of its failure to pay rent when due more than three (3) times in any eighteen (18) month period;

(b) If a petition in bankruptcy (including all proceedings under the Bankruptcy Act) is filed against the Lessee and the petition is not dismissed within thirty (30) days from the filing thereof, or if Lessee is adjudged a bankrupt or files a bankruptcy petition;

(c) If an assignment for the benefit of creditors is made by Lessee;

(d) If an appointment by any Court of a receiver or other Court officer of Lessee's property and the receivership is not dismissed within thirty (30) days from the appointment;

(e) If Lessee removes, attempts to remove, or permits to be removed from the Leased Premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee;

(f) If Lessee, before the expiration of the Term, and without the prior written consent of the Lessor, vacates the Leased Premises or abandons the possession thereof, or uses the Leased Premises for purposes other than the purposes for which the premises are hereby leased;

(g) If an execution or other legal process is levied upon the goods, furniture, effects or other property of Lessee brought on the Leased Premises, or upon the interest of Lessee in this Lease, and the levy is not satisfied or dismissed within five (5) days from the levy;

(h) If Lessee violates any other terms, conditions and covenants of this Lease, and fails to commence and proceed with diligence and dispatch to remedy the same within Ten (10) days after written notice is given by Lessor to Lessee.

15.2 In the event of any default or breach by the Lessee as specified in Article 15.1 above, the Lessor shall have the right, at the option of Lessor, to terminate this Lease on ten (10) days prior notice to Lessee, and to thereupon re-enter and take possession of the Leased Premises with or without legal process. In the event of any such default or breach, Lessor shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the Leased Premises, or any part thereof, with or without legal process, as the agent and for the



account of Lessee upon such terms and conditions as Lessor may deem advisable or satisfactory, in which event the rents received on such re-letting and collection, including necessary renovations and alterations of the Leased Premises, cleaning expenses, reasonable attorneys' fees and any real estate commissions shall accrue as additional rent due Lessor.

15.3 In the event of default by the Lessee, after notice and an opportunity to cure has been provided in accordance with this Section 15, the Lessor shall have the right to remove all or any part of the Lessee's property from the Leased Premises and any property so removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Lessee, and the Lessor shall not be responsible for the care or safekeeping thereof, and the Lessee hereby waives any and all loss, destruction and/or damage or injury to Lessee's property.

15.4 Any and all rights, remedies and options given in this Lease to Lessor shall be cumulative, in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or thereafter in effect.

15.5 The waiver of Lessor or any breach of any term, condition or covenant of this Lease in one instance shall not be deemed to be a waiver of such term, condition or covenant for the duration of this Lease. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval in a single instance shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent or similar act by Lessee.

## **ARTICLE 16 - SIGNS**

Lessee may install and maintain, at its own cost and expense, a sign provided that the location, size, color, type and installation must be approved by the Lessor in writing before installation and must conform to all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction. Lessee agrees not to place any paper sign on or in any window of the Leased Premises. Lessee shall bear all costs and liabilities related to the installation, maintenance, repair, and operation of any signs allowed by the Lessor.

## **ARTICLE 17 - ENVIRONMENTAL COMPLIANCE**

17.1 Lessee and its agents and employees shall use the Leased Premises and conduct any operations thereon in compliance with all applicable federal, state, and local environmental statutes, regulations, ordinances and any permits, approvals or judicial or administrative orders issued thereunder.

17.2 Lessee covenants that:

- (a) No hazardous substances shall be generated, treated, stored or disposed of, or otherwise deposited in or located on the Premises, including without limitation, the surface and subsurface waters of the Leased Premises;

(b) No activity shall be undertaken on the Leased Premises which would cause:

(1) the Leased Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise cause the Leased Premises to be in violation of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar law or local ordinance;

(2) a release or threatened release from any source on the Leased Premises of Hazardous Substance within the meaning of, or otherwise cause the Leased Premises to be in violation of, the Comprehensive Environmental Response Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq., or any similar law or local ordinance or any other environmental law; or

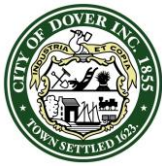
(3) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any pollution emissions, which would be in violation of any permit Lessee may receive pursuant to the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251 et seq., or the Clean Air Act ("CAA"), 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance;

(c) There shall be no substance or conditions in or on the Premises which may support a claim or cause of action under RCRA, CERCLA, any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or under any common law claim relating to environmental matters, or could result in recovery by any governmental or private party or remedial or removal costs, natural resources damages, property damages, damages in personal injuries or other costs, expenses or damages, or could result in injunctive relief arising from any alleged injury or threat of injury to health, safety, or the environment; and

For purposes of this Lease, "Hazardous Substances" shall mean any and all hazardous or toxic substances, hazardous constituents, contaminants, wastes, pollutants or petroleum (including without limitation crude oil or any fraction thereof), including without limitation hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in CERCLA or RCRA; asbestos or material containing asbestos; and PCB's, PCB articles, PCB containers.

(d) Lessee, and its agents and employees, shall be responsible for disposing of all waste in compliance with state, local and Federal laws.

(e) Lessee agrees to indemnify, hold Lessor harmless and defend Lessor from any and all claims arising out of Lessee's breach of the covenants stated in this Article.



CITY OF DOVER

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(f) Lessor agrees to indemnify Lessee for any and all hazardous materials above or below ground pre-existing the effective date of this Lease. Lessor further assures Lessee that all known hazardous materials on the property of the Leased Premises are properly documented, encapsulated, controlled or otherwise contained so as to not present a health hazard as defined by applicable EPA standards to anyone using the Leased Premises pursuant to this Lease.

#### **ARTICLE 18 ORDINANCES & STATUTES**

Lessor is advised and aware that lessee, as an institution of higher education, is obligated under the Jeanne Clery Disclosure of Campus Security Police and Campus Crimes Act to report all crimes occurring on property owned or leased by the lessee. Lessor will cooperate with lessee's police department in providing data on any and all crimes that may occur on the property that is the subject of this lease whether directly involving lessee's faculty staff or student or not. However, this does not affect law enforcement jurisdiction and lessor retains all policing responsibility for the property.

#### **ARTICLE 19 - NOTICES**

Any notice, request, demand, approval, consent or other communication which Lessor or Lessee may be required to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, to the other party at the address specified below, or by hand delivery if the communication is to Lessee, or to such other address as either party has designated by notice to the other:

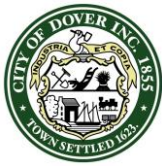
If to Lessor: City of Dover  
City Manager's Office  
788 Central Avenue  
Dover, NH 03820

If to Lessee: Associate Vice President, Facilities  
University of New Hampshire  
22 Colovos Road  
Durham, NH 03824

All notices shall be deemed to have been given upon deposit in the United States Mail, postage prepaid and properly addressed as provided above or upon delivery to Lessee at the Leased Premises.

#### **ARTICLE 20 - MISCELLANEOUS**

20.1 Except as otherwise expressly provided in this Lease, this Lease shall be binding upon and shall inure to the benefit of the successors and assigns of Lessor and permitted assigns of Lessee.



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20.2 This Lease contains the entire agreement between the parties. No agent, representative, or officer of Lessor has authority to make or has made any statement, agreement or representation, either oral or written, modifying, adding or changing the terms and conditions of this Lease. No modification of this Lease shall be binding unless the modification is in writing and signed by the parties. Lessee hereby further recognizes and agrees that this Lease shall have no force or validation until and unless it is returned to Lessee duly executed by Lessor.

20.3 The captions or titles used throughout this Lease are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Lease. Words or any neuter gender used in this Lease shall be held to include both the masculine and feminine gender and word in the singular number shall be held to include the plural, and vice-versa.

20.4 The submission of this Lease for examination does not constitute an offer to lease, and this Lease becomes effective only upon execution thereof by both Lessor and Lessee.

20.5 The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease and determine all rights hereunder.

#### **ARTICLE 21 – TERMINATION**

This Lease Agreement may be terminated by the Lessor, for any reason, upon thirty (30) days written notice to the Lessee.

**INTENDING TO BE LEGALLY BOUND**, the duly authorized representative for the City of Dover, New Hampshire and \_\_\_\_\_ of the University of New Hampshire have executed duplicate originals of this Lease Agreement on \_\_\_\_\_, 2015.

CITY OF DOVER, NEW HAMPSHIRE

By: \_\_\_\_\_  
J. Michael Joyal, Jr., City Manager

UNIVERSITY OF NEW HAMPSHIRE

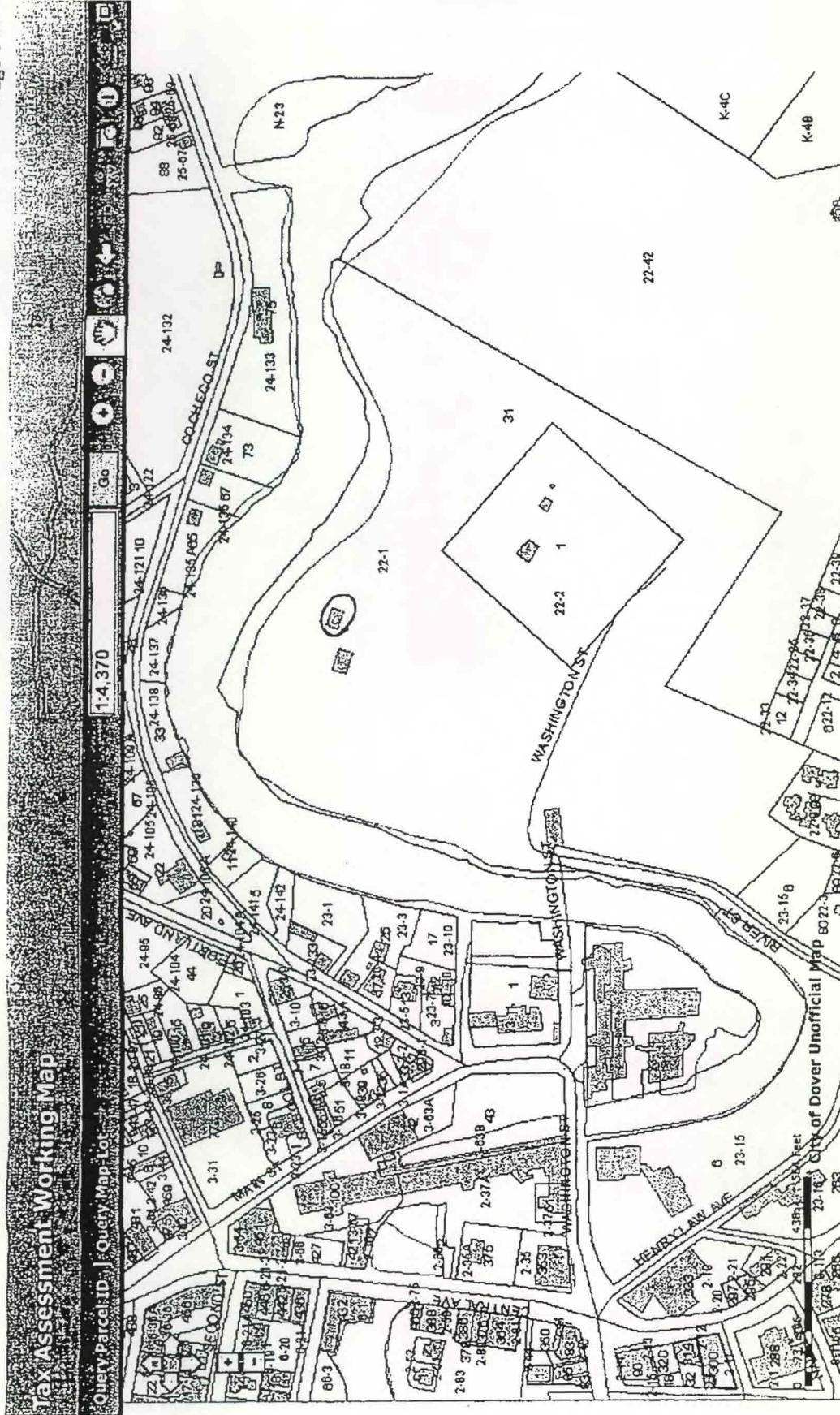
By: \_\_\_\_\_, Its Member

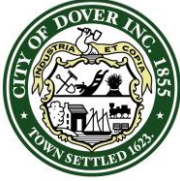
Witness

Duly Authorized



# EXHIBIT A





**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.8.**

Resolution Number: **R – 2015.09.23 – 127**

Resolution Re: River St Pump Station Underground Tank

WHEREAS: On August 5, 2015 the city discovered a leak coming from the River St Pump Station primary fuel line from the underground diesel tank that supplies fuel to the generator. Due to the urgency, city personnel called Precision Tanks Inc to come in and investigate; and

WHEREAS: It was discovered that piping going into the building from the tank was leaking into the piping sump. The lines were shut down and temporary lines were set up, clean up was implemented. Additional investigations found that the piping underground was also leaking. A scope of work to repair was designed and submitted to the NHDES for approval. NHDES requires an engineered drawing be submitted and this is included in the cost proposal of \$55,378.00. This work will bring the system up to current federal, state and local codes.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order Precision Tanks Inc upgrades to the underground diesel tank lines in the amount not to exceed \$55,378.00. The amount of this authorization shall be limited so as not to exceed available funding.

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

### Financing

| Account                        | Description           | Appropriation | Balance |
|--------------------------------|-----------------------|---------------|---------|
| 5320.1.300.43250.4741.04572.09 | River St Pump Station | 599,284       | 599,284 |

### AUTHORIZATION

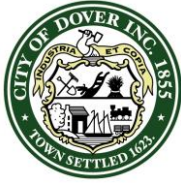
Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Karen Weston  
By Request

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

Recorded by: Karen Lavertu  
City Clerk





**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.8.**

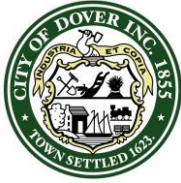
Resolution Number: **R – 2015.09.23 – 127**  
Resolution Re: River St Pump Station Underground Tank

### DOCUMENT HISTORY:

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

### DOCUMENT ACTIONS:

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



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.8.**

Resolution Number: **R – 2015.09.23 – 127**  
Resolution Re: River St Pump Station Underground Tank

### RESOLUTION BACKGROUND MATERIAL:

It was discovered that piping going into the building from the tank was leaking into the piping sump. The lines were shut down and temporary lines were set up, clean up was implemented. Additional investigations found that the piping underground was also leaking. A scope of work to repair was designed and submitted to the NHDES for approval. NHDES requires an engineered drawing be submitted and this is included in the cost proposal of \$55,378.00. This work will bring the system up to current federal, state and local codes.

### Bid Information:

Purchasing code 3.37-A Emergency Purchase: The City Manager may waive the competitive bidding procedures when there exists an emergency as determined by the City Manager. All attempts shall be made to obtain the most competitive price within the time available. The City Manager shall report all such emergency purchases to the City Council at their next regular meeting.

### Award Information:

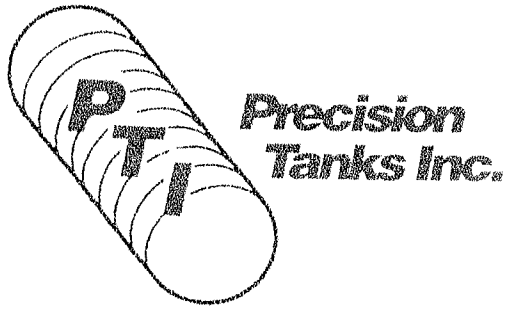
A purchase order will be issued to the vendor selected to authorize expenditures as outlined.

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:

|                                    |                     |                                     |                                                                                                    |
|------------------------------------|---------------------|-------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Type:</b>                       | Purchase Order      | <b>Advertised:</b>                  | No                                                                                                 |
| <b>Invitations Mailed:</b>         | NA                  | <b>Number of Responses:</b>         | NA                                                                                                 |
| <b>Warranty:</b>                   | Per manufacturer    | <b>Terms:</b>                       | Net 30, FOB Dover                                                                                  |
| <b>Work Bonded:</b>                | No                  | <b>Contract:</b>                    | Yes                                                                                                |
| <b>Prices will hold for:</b>       | Until complete      | <b>Estimated Delivery:</b>          | immediately                                                                                        |
| <b>Recommended Award to:</b>       | Precision Tanks Inc | <b>Fund:</b>                        | CIP                                                                                                |
| <b>Other Approvals Required:</b>   | Yes State NH        | <b>References Checked:</b>          | Satisfactory                                                                                       |
| <b>Previously Worked for City:</b> | Yes                 | <b>Reason for Council Approval:</b> | Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation |

Exhibit A – Scope of Work  
Exhibit B – Draft Contract Documents



## PROPOSAL

**Mechanical Contractors**  
41 Masterman Road  
Jay, ME 04239

Phone: 207-645-9549  
Fax: 207-645-4247  
email: [pti@megalink.net](mailto:pti@megalink.net)

August 12, 2015

City of Dover, NH  
288 Central Avenue  
Dover, NH 03820-4169

ATTN: Doug Steele

Phone: 603-516-6450 email: [d.steele@dover.nh.gov](mailto:d.steele@dover.nh.gov)

**Project:** River Street Pump Station Facility #113574  
Upgrades to the underground diesel tank to supply fuel to the generators.

We propose to excavate the top of the fuel tank around the piping sump along with excavating the fuel tank around the piping sump along with excavating the fuel piping and remote fill piping to the building. We will remove the existing piping sump, 4 – ¾” pipes to the building along with 4” fill piping and fill box at the building sidewalk. We will contract with Containment Solutions to install a new watertight piping sump attached to the existing tank around the manway cover. We will install 2 sets of ¾” supply and return lines to the building and come up on the outside wall and into the building, then reattach to the existing piping inside the building. We will install an SCM-15 Fairfield 15 gallon overfill spillbox on top of the tank and eliminate the remote spillbox at the sidewalk. We will loam and seed the lawn areas and gravel back in the drive area.

On the inside of the building we will eliminate the ¾” fuel lines going into the concrete slab and install them aboveground from the generator to the daytank with a cover over them as they go across the floor to walk over them. The ¾” oil lines going underground at the boilers will be eliminated and installed aboveground from the corner in the generator room to inside the boiler room on the floor and back up to reconnect at the boilers. The existing 150 gallon daytank will have to be replaced with a new Pryco 150 gallon double wall daytank with a low/low critically level and a hi/hi critical level sensors. This work will bring the complete system up to current Federal, State, and Local Codes. This price includes Engineered Drawings that is required by New Hampshire DES Agency for a complete turnkey upgrade to bring this facility back into compliance.

**Exclusions:** This price excludes any contaminated soils if found during excavation.

Continued on next page

**Price: Fifty-five thousand three hundred seventy-eighty dollars**  
**TERM: 25% down and balance paid upon completion**

**\$55,378.00**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Tony Couture – President

**This proposal may be withdrawn by us if not accepted within 30 days.**

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

Please sign both copies and return one to Precision Tanks, Inc. at the above address if acceptable.



CITY OF DOVER

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DOVER, NH 03820  
WWW.DOVER.NH.GOV  
603.516.6000

## [STANDARD CITY] AGREEMENT

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

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



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

**7. Insurance.**

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

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





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

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



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

To City of Dover

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

To Vendor

(insert contact and address)



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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