



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 10, 2017**
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. REPROGRAM UNEXPENDED CIP APPROPRIATIONS AND AWARD OF B17037 BIRCHWOOD AND KEATING RECONSTRUCTION PROJECT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL) SPONSORED BY MAYOR WESTON BY REQUEST**
 - B. REPROGRAM APPROPRIATIONS FOR OAK STREET RAILROAD BRIDGE AND AWARD B16073 CHANGE ORDER #3 CENTRAL AVENUE BRIDGE REPAIRS (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. April 19, 2017 – Workshop Session**
 - B. April 26, 2017-Workshop Session**
 - C. April 26, 2017 – Regular Meeting**
- 11. MAYOR’S REPORT**
- 12. UNFINISHED BUSINESS**
 - A. ORDINANCES IN THE 2nd READING**
 - B. ORDINANCES IN THE 3RD READING**



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C. RESOLUTIONS

- 1. REPROGRAM UNEXPENDED CIP APPROPRIATIONS AND AWARD OF B17037 BIRCHWOOD AND KEATING RECONSTRUCTION PROJECT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)**
SPONSORED BY MAYOR WESTON BY REQUEST
- 2. REPROGRAM APPROPRIATIONS FOR OAK STREET RAILROAD BRIDGE AND AWARD B16073 CHANGE ORDER #3 CENTRAL AVENUE BRIDGE REPAIRS (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)**
SPONSORED BY MAYOR WESTON BY REQUEST
- 3. DISSOLUTION OF THE SCHOOL ALTERNATIVE EDUCATION FUND INTO THE GENERAL FUND**
SPONSORED BY MAYOR WESTON BY REQUEST

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. BLOCK PARTY – Hot Rod City**
- 2. PARADE-Dover Council #807 “Our Lady of the Rosary”**
- 3. TAG-Studio 109**
- 4. B17040 AWARD OF BID TRAFFIC CONTROL/FLAGGING SERVICES**
SPONSORED BY MAYOR WESTON BY REQUEST
- 5. B17047 AWARD OF BID PRECAST CONCRETE STRUCTURES**
SPONSORED BY MAYOR WESTON BY REQUEST
- 6. ACCEPTANCE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY, HOMELAND SECURITY & EMERGENCY MANAGEMENT GRANT AND PURCHASE OF SHELTER GENERATOR @ THE MCCONNELL CENTER THROUGH THE NJPA CATERPILLAR CONTRACT**
SPONSORED BY MAYOR WESTON BY REQUEST

COMMITTEE REPORTS

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



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16. Joint Building Committee – Garrison
Elementary School

17. Dover Main Street

B. RESOLUTIONS

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

16. ADJOURNMENT



City Manager's Report

May 10, 2017

Month reporting On:
April 2017

*"Failure is the condiment that gives
success its flavor."
~ Truman Capote*

J. Michael Joyal, Jr.

City Manager

Legal Department

by Anthony Blenkinsop

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

Customer Focused Outcomes: Right to Know Requests

- ROCHESTER, NH – AGENDA MATERIALS AFTER 04/05/2017 BUT BEFORE 05/04/2017, 4 REQUESTS
- DOVER, NH – CITY AND WYNDBROOK HOA CORRESPONDENCE WITHIN LAST 79 DAYS
- DOVER , NH – 307 PLAZA DRIVE

Financial Outcomes: Litigation

City v. Joel Bernier: Defendants are paid up through April; received notice of Foreclosure Sale to be held on June 9, 2017

Ventas Realty Limited Partnership v. City: (2014 tax year) Bench Trial rescheduled for week of July 18, 2017

Ventas Realty Limited Partnership v. City: (2015 tax year) City filed Answer to Petition for Abatement with Certified Record; City filed Case Structuring and ADR Order

City v. Eric Carlson – Hearing held March 31, 2017 on Motion for Periodic Payments; Defendant ordered to pay \$100 for the months of May through July and \$167 in August.

Albert E. Souther v. City – Complaint served April 25, 2017 regarding Tolend Road Easement; Meeting with Mr. Souther and his attorney.

	For month	FY17	FY16	FY15
Legal Matters/Questions Handled	37	259	244	276
Document Creation & Review Including Contracts	19	209	267	180
Right to Know Requests Processed	6	63	66	103
Resolutions	1	29	53	54
Ordinances	0	11	29	21

Product & Process Outcomes:
Assistance to City Offices

City Council	Drafting/review of resolutions and ordinances;
City Manager	Review of documents for signature, 91-A requests; Resolutions;
Community Services	Tree removal for Eversource; Right of way issues; Broadway easements; Water use ordinance; Spruce Lane Drainage Project excess material
Finance	Discharges and Liens; Lien and Mortgage discharge; Primex med pay release; Trust Release Agreement; Property Tax Information Online Disclaimer language; 91-A School Scholarship Trust Fund; Parking garage sign damage; Tax credits and exemptions; Capital reserve accounts; Sale of tax deeded property
Planning	Legislation HB 130/S 377; Zoning Ordinance Format; Posting signs on utility poles and public ways; Reciprocal Easement Agreement; Development Agreements; Highways by prescription
Fire & Rescue	RTK request for open building and fire code violations
School	Solicitation scam; Garrison School contracts; RSA 91-A questions; Garrison School JBC LWCF issues
Human Resources	DALC employee benefits; Non-discrimination forms
Recreation	Sports league MOAs; Mom's plaque
Public Welfare	Investigation question
Police	Right of way issues; Release of accident reports; Panhandling
City Clerk/Tax Collection	Charter amendments

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

Dover Business & Industrial Development Authority

by Daniel Barufaldi

Leadership & Governance Outcomes:

Summary:

Economic activity continues to expand in Dover and the region in recent months. Most Dover retailers and manufacturers report moderately increased sales and revenues year over year. Staffing firms experienced a moderate decline year-over-year. All manufacturers, software services and information technology firms report increased revenues over the previous year period. Commercial real estate was mixed regionally but growing modestly locally. Retailers reported a robust selling period enhanced by the First Fridays Art Walk event schedule organized by DBIDA, Dover Main Street and the downtown merchants. Dover hotels continued to report very high occupancy rates now being sustained after a pause early in the year. Residential real estate activity continues high but somewhat constrained by lack of inventory. Housing prices continue to rise year-over-year despite slowly increasing mortgage interest rates. Several local businesses report tight labor supplies, particularly for mid to high end skill sets. Experienced retail clerks and wait staff are also in short supply. Some small Dover restaurants are raising wages and importing staff to get availability of qualified workers. There is some movement on pricing so far. Some upward pricing pressure is being experienced as firms are raising wages and salaries to retain and attract employees with critical skill sets. Existing home and condo prices continue to rise (about 9% total in the past year). Local firms are looking for more of the same going forward.

Selected Business Services:

Demand for consulting and advertising is up moderately over last year at this time. Software and IT services providers are experiencing vastly improved results versus the previous year sales. Services to the healthcare sector have recently increased as walk-in convenient care centers are being added. Some consolidation is now being experienced in the institutional healthcare sector. Wentworth Douglas Hospital has announced a merger with Mass General that is part of an overall consolidation trend in institutional healthcare. It is expected to expand the range of medical specialties availability to the Dover market. WDH has just announced a new medical practice facility opening up at the Pease Development Authority and is seeking an office and warehouse facility for medical supplies distribution in Dover. Wages, while up significantly in

critical skill areas, remain just above inflation on average, as do prices. To attract highly skilled workers in growing industries these firms are expanding their social media and technological attraction efforts. Increased health insurance costs remain a concern with the uncertainty of the future of the Affordable Care Act and the challenge of being able to increase pricing to cover the increased cost. Experienced wait staff is at a premium. Overall the sector is optimistic and expecting high single digit growth over the next two quarters and beyond.

Uncertainty regarding the recent US administration change continues to produce a prevailing air of caution in this and several other sectors with real local economic effect. Local walk-in healthcare centers are hiring strongly as these in demand skill sets become available.

Predictions for 2017 revenue growth are in the 5%-10% range. Liberty Mutual recently announced an employee layoff of 190 in New Hampshire as they are ramping up a more highly automated computerized data processing system.

Commercial Real Estate:

Commercial real estate sales activity continued with strong sustained growth locally, and with moderating strength in the Boston and Portland markets. Demand locally has remained positive with several local commercial developments, mixed use infill, multifamily and assisted living investment projects coming to fruition. Office leasing continued flat this month. Land sales continue to have momentum locally. Investment demand for commercial real estate remains strong, especially for industrial space. Leasing fundamentals maintained a moderate pace of improvement in recent weeks, consistent with slow employment growth. A small amount of speculative office construction as part of mixed use building is now being done. Some recent mixed use developments are experiencing difficulty in filling the commercial component while booking the residential component immediately. The lending environment remains highly favorable to borrowers, with historically low, but increasing interest rates and somewhat tighter lending standards. Abundant investment capital continues to flow into commercial lease properties across the Seacoast, sourced from private equity firms, pension funds, foreign investors, REITS and high net worth individuals. "Quantitative Easing" ended in December, with one additional basis point hike in March. Two more 25 basis point hikes anticipated over 2017. Leverage ratios are on the rise among some investors, but remain low in absolute terms. Local multi-family and mixed use construction remains at a very healthy pace with local inventory in this category rising rapidly. The outlook remains cautiously optimistic across the region. Forecasts call for more slow improvement in fundamentals moving forward, pending steady employment growth. Fiscal policy and uncertainty around the business and employment effects of the ACA and Medicaid status are producing uncertainty at both the state and federal levels and this is mentioned by some as a down side risk to employment growth that produces improvement in leasing and construction activity. Some major capital spending projects are underway and some about to be announced. The two formerly vacant buildings in the park are now occupied. The former CPI building in Enterprise Park has completed a September close. A firm is currently looking at a potential lease-to-buy arrangement at Enterprise Park for a 35,000SF building. The Fosters

building at 333 central Ave. was recently sold to a local service provider company for \$1.5 million and is now once again on the market with early interest shown. The Robbins building downtown has sold to Cathartics and will be demolished to make room for a mixed use development on the site. *See Local Major Development Projects Section below.*

Residential Real Estate:

Residential real estate markets continue to exhibit strong performance in the Seacoast. Home buyer confidence is up. Completed sales of single family homes increased year-over-year in Q4 and Q1. Low inventory levels locally are still thought to be limiting sales, but appear to be easing somewhat as rising prices are convincing sellers to put homes on the market before interest rates go up any more (now averaging 4% + on residential mortgages). Median selling prices continue to rise locally and are up 7% year-over-year 2015-2016. Condo sales though somewhat mixed regionally, are up locally as well, as are condo pricing and pending sales. Closed unit sales of both single family homes and condominiums improved very slightly over the past month. Sales and prices are up in the sector. Median sale prices in NH and in Dover increased again in the period. Pending sales suggest the markets for single family houses and condos have finished well in 2016 and will continue to do well throughout 2017.

Manufacturing & Related Services:

Most local manufacturers supplying domestic markets are now reporting sustained strength in sales and improved year over year profits. A few local manufacturers are reporting lower sales than the same period a year ago due to a fall off in export sales brought on by the strong U.S. dollar and the reduction in mining and oil exploration equipment and parts sales caused by the relatively low crude oil prices. Exporters to both Europe and China are concerned with the UK exit from the EU as well as with the macro-economics they're seeing in both markets. Negative results seen so far have been less than anticipated and probably caused more by uncertainty than anything else so far. The Chinese economy has slowed markedly (China's GDP is still growing at a 6-7% rate) and their investment in infrastructure, often purchased here, is also down significantly. Some concern exists that the new administration's "America First" policies will negatively affect exports. Currently, local manufacturers are experiencing growing sales. The recent EU economic problems and refugee influx from Iraq, Libya, Yemen and Syria, coupled with the economic problems in China, the North Korean tension buildup and the effects they will cause in world-wide markets and economies are a growing uncertainty and concern. Other uncertainties surrounding the recent federal administration change are evident in local manufacturers, including import taxes and a relaxation of the regulatory constraints on businesses that will reduce costs. Local manufacturers are still uncertain about the tax reform package anticipated from the incoming administration but are encouraged by the most recent tax reform plan put forward. Pickup truck sales are in further decline this month with large holdover inventories triggering sell-off sale prices. Ford has experienced a large Q4 loss. Other expensive

car brands appear to be selling well here. Locally we are seeing confidence in auto sales expressed in two large dealership expansion and upgrade investments on Dover Point Road. Manufacturing firms reporting on inventory levels are split with half citing flat inventory levels and half citing higher levels. Most contacts in the manufacturing sector indicate that both staffing levels and wage growth are now headed up slightly. Capital investment is up locally. Foreign investment in the US is growing rapidly due to the uncertainties rampant in the Chinese, Brazilian, and European economies and the pro-business messages from the incoming administration. Aerospace parts manufacturers are reporting a pause in formerly increasing sales, but this could change with the proposed increase in defense spending. Some major capital spending projects are underway and some about to be announced. A number of other commercial projects are currently underway or about to be underway during the next building season. We currently anticipate two new buildings going up over the next year to 18 months in Enterprise Park. Outlook for the balance of the year remains very positive. Very few manufacturing buildings in the 20,000-30,000SF range are available locally. New builds recently include the Rand-Whitney Building (119,000 SF) and the first phase Stonewall Kitchens Building (89,000 SF). Buildings at 44 Venture drive and 111 Venture Drive in Enterprise Park are finishing fit out for new owners that have already moved in. The Silver Square development and roundabout are now well underway with Phase I completion on this \$50 million dollar development. Price pressures remain moderate. Regional manufacturers remain optimistic.

Labor demand has been strong in IT and software. Aerospace, nursing, electronics, engineering, quality assurance tech and legal skills demand remain strong. Most firms in the field have begun to hire with wages beginning to move upward. Qualified workers in many tech skills areas are not available locally and a lack of a comprehensive worker training program locally is beginning to be detrimental to acquiring relocation candidate companies, especially when the local cost of electricity and water is folded into the mix. Recent reductions in the NH BPT and EPT are helpful but more is needed in both corporate tax reduction and regulatory relief to reclaim the "NH Advantage".

Retail & Tourism:

Retailers contacted for this period report moderately improved results for year-over-year store sales ranging from flat to up 5-8%. Robust Easter sales were enjoyed in March. Firms are hiring to replace departing employees and most are reporting difficulty in acquiring replacements locally. The recent stock market increases following the presidential election are spilling confidence into Main Street businesses at present. Some uncertainty has crept in with the failure to pass a new healthcare bill. Restaurants report expected sales increases of 2% heading into Q2, a reversal of previous Q4 trends. Most restaurants did well during the summer season and through the mild winter. Local restaurants are having difficulty hiring wait staff to support desired expansions. The recent gasoline price uptick, so far, has had no discernible effect on retail, hotel and restaurant sales. A federal hiring freeze will apparently not affect defense spending, now slated to increase by \$54 billion. This could have a very positive effect on the number of shipyard and Air Force workers electing to get better value for their Fed per diem allowance by staying in and having dinner in Dover. On-line shopping has reinforced a "just-in-time" shopping mentality that has exacerbated erratic monthly sales results. Sears / K-Mart, Macys, Walmart and Target are

experiencing declining sales and are doing some store closings and layoffs. Looking at longer term retail results tends to dispel the shopping center apocalypse reports. As overall retail sales are up 4.1 % over the same period last year. Walmart has initiated a multi-million dollar made-in-America program designed to provide several thousand jobs over the next two years. Many retailers are making infrastructure investments to participate more fully in on-line sales which are up by 12.1% year-over-year.

Bus tours to Dover are fully booked for 2017 and early 2018. Pricing that has remained steady up to now, is beginning to be affected by wage rates for experienced retail clerks and wait staff and will shortly force prices to rise.

Employment and Wages:

Local labor markets continued to tighten in April. Dover's current unemployment rate is 2.4%. Salary increases for highly skilled employees are increasingly frequent as retention and attraction efforts increase to sustain growing sales. Lack of STEM skills and drug test failures by prospective employees are real limits to the potential hiring pool.

Wages for wait staff and experienced retail workers have begun to move upward modestly. Restaurants are expressing concerns about labor shortages for the summer season.

In the higher skill set category, engineers, paramedics, physician's assistants and nurses are in short supply and commanding top salaries.

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

Local Major Development Projects:

- First Street Development
- Third Street Development
- McIntosh properties Development: Phase 1 completion
- Yacht Club Development
- Stonewall Kitchens Development
- Rand-Whitney Development:
- Dover Parking Garage: performing as projected.
- Dover Police Station
- 49,000 SF at 27 Production Drive leased for manufacturing with a buy option
- Robbins Building sold to a developer.
- Broadway mixed use development
- Purchase of 44 Venture drive: refit underway.
- Well over \$100,000,000 in Dover development underway.
- Enterprise Park Developments
- Fosters Building sold for \$1.5 million and is once again on the market.
- The Old courthouse Building on First and 2nd is being transformed into a mixed use facility.
- Two new- builds being considered at Enterprise Park.
- 6 Grove St. Project in TRC



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, April 19, 2017**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Ciotti led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Ciotti, Councilor Gagnon, Councilor Greenshields, Councilor O'Connor, Councilor Shanahan, and Councilor Thibodeaux.

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

5. CITIZEN'S FORUM

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

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

6. DISCUSSIONS

A. BUDGET PRESENTATIONS

1. LIBRARY

Library Director Beaudoin gave a PowerPoint presentation regarding the Public Library proposed budget to the Council.

2. COMMUNITY SERVICES

Deputy City Manager Steele gave a PowerPoint presentation regarding the Community Services proposed budget to the Council.

7. ADJOURNMENT

Councilor Greenshields moved to adjourn; seconded by Councilor Thibodeaux.

Vote: 8/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, April 26, 2017**
Meeting Time: **6:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Greenshields led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Gasses, Councilor Greenshields, Councilor Shanahan, and Councilor Thibodeaux. Councilor Ciotti arrived at 6:20 pm.

Absent: Councilor Gagnon and Councilor O'Connor.

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

5. CITIZEN'S FORUM

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

Robert Berry, 7 Madelyn Drive: He said he would like the budget kept to the tax cap. He supported the debt service for the High School, but was concerned about the additional money above that.

Amanda Russell, 20 Cranbrook Lane, School Board Chairperson: She was present to answer questions regarding the School Department's budget. She said she understood the concerns.

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

6. DISCUSSIONS

A. GENERAL BUDGET DISCUSSION

City Manager Joyal supplied a handout to the Council which covered possible adjustments to the budget. (Archived with the minutes.)

The Council went through the list in order.

Item 1.a.

City Manager Joyal explained the increase to COAST's subsidy.

There was Council consensus to increase funding, and strike from list.



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Item 1.b.

Mayor Weston recused herself from Item 1.b. discussion.

Economic Development Director explained the increase to Dover Business and Industrial Development Authority's budget.

There was Council consensus to increase funding, and strike from list.

Item 1.c.

The Council discussed that this could be held off for a year.

There was Council consensus to eliminate funding.

Deputy Mayor Carrier asked to make a friendly amendment to move the School portion up to this point of the meeting.

Item 7.a.

Mayor Weston said she spoke with Senator Watters and the current adequacy aid will increase \$381,000. She said if the Council keeps this figure in the budget, the School Department has to understand that it be taken out if the State will fund it.

City Manager Joyal explained options with how to address this.

Item 7.b.

City Manager Joyal explained this process.

There was Council consensus to increase the Cable Franchise Fee.

Item 7.c.

Mayor Weston recommended leaving this item until the end to see where the Council is at with the budget.

Item 7.d.

City Manager Joyal said this amount is equal to the proposed positions being added to the budget.

Council decided to hold off on a decision.

7:00 pm

Mayor Weston said they will continue with the Workshop because it will impact the Public Hearing scheduled during the Regular Meeting.

Item 7.e.

City Manager Joyal explained that this figure is making the School Department's budget meet the tax cap.

Council decided to hold off on a decision.

Item 2.a.

Police Chief Colarusso explained the need for the increase to overtime versus hiring someone.

There was Council consensus to keep in budget, and strike from list.



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Item 2.b.

Police Chief Colarusso explained the need to keep the technical equipment up-to-date. There was Council consensus to keep in budget, and strike from list.

Item 2.c.

City Manager Joyal explained the need to keep this position in the budget. There was Council consensus to keep in budget, and strike from list.

Item 3.a.

City Manager Joyal explained the need to keep this position in the budget. There was Council consensus to keep in budget, and strike from list.

Mayor Weston took this time to ask the audience if they wished to speak to the Public Hearings that were scheduled during the regular meeting. No one wished to speak.

Item 4.a. and Item 4.b

City Manager Joyal explained these items on the list. There was Council consensus to keep in budget, and strike from list.

Item 4.c.

City Manager Joyal explained this item on the list. There was Council consensus to keep in budget, and strike from list, but will come back to it at the end of discussion.

Item 5.a.

City Manager Joyal explained the need for this item on the list. There was Council consensus to keep in budget, and strike from list.

Item 5.b.

City Manager Joyal explained the fiscal responsibility for this item on the list. There was Council consensus to keep in budget, and strike from list.

Item 6.a.

City Manager Joyal explained that there currently was no custodial coverage on the weekends. There was Council consensus to keep on the list.

Item 6.b.

City Manager Joyal explained the compliancy for part-time hours going over the monthly allotted amounts and supplying insurance benefits. He felt it was cheaper to supply the insurance than to pay the fine. There was Council consensus to keep on the list.



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Item 8.a.

City Manager Joyal said they have received the insurance rates and this amount reflected the savings.

There was Council consensus to keep on the list.

Item 8.b.

City Manager Joyal said the person currently doesn't have a vehicle.

There was Council consensus to keep on the list.

Item 8.c.

City Manager Joyal explained this item on the list.

Mayor Weston asked about Rollinsford's responsibility for a portion of this cost. She asked the City Manager to look into it.

There was Council consensus to keep on the list.

Item 8.d.

There was Council consensus to keep on the list.

City Manager Joyal said from the list the Council has consensus reduced the budget by \$632,859 – leaving a balance of \$229,629 over the tax cap.

Mayor Weston said she would like to take this and come back next week.

7. ADJOURNMENT

Councilor Greenshields moved to adjourn to the Regular Meeting; seconded by Councilor Shanahan.

Vote: 7/0.



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Meeting Date: **Wednesday, April 26, 2017**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

Mayor Weston called the meeting to order at 8:40 pm.

2. ~~MOMENT OF SILENCE~~

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Gasses, Councilor Greenshields, Councilor Shanahan, and Councilor Thibodeaux. Councilor Ciotti arrived at 6:20 pm.

Absent: Councilor Gagnon and Councilor O'Connor.

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

5. PROCLAMATIONS/AWARDS

6. APPROVAL OF AGENDA

Deputy Mayor Carrier pulled Item #13.A.20 from the Agenda. He moved to add background information to Item #12.C.1. He moved to add the Appointments Committee Report.

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

Vote: 7/0.

7. PUBLIC HEARINGS

During the previous Workshop session, at 7:20 pm, the Mayor asked the audience if there was anyone wishing to address the Council regarding the Public Hearings for the Regular Meeting.

**A. FISCAL YEAR 2018 BUDGET APPROPRIATIONS, FEES AND CAPITAL IMPROVEMENTS PROGRAM – CITY PORTION
(COUNCIL VOTE TO OCCUR ON MAY 3, 2017.)
SPONSORED BY MAYOR WESTON BY REQUEST**

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

**B. REPROGRAM UNEXPENDED CIP APPROPRIATIONS AND AWARD OF B17037 BIRCHWOOD AND KEATING RECONSTRUCTION PROJECT
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
(CITY COUNCIL VOTE TO OCCUR ON MAY 10, 2017.)
SPONSORED BY MAYOR WESTON BY REQUEST**

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



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8. CITIZEN'S FORUM

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

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

9. CITY MANAGER'S REPORT

City Manager Joyal submitted his report in writing. He discussed the final snow management figures, which was slightly over the budgeted amount. He gave a status report on the Central Avenue Bridge. He said the 2nd half property tax bills will be going out. He spoke about the water/sewer credit transactions and that the quarterly bills will be issued soon.

Mayor Weston asked for clarification on the Mounted Patrol expenses.

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

Vote: 7/0.

10. APPROVAL OF MINUTES

A. April 5, 2017 – Workshop Session

B. April 12, 2017 – Regular Meeting

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

Vote: 7/0.

11. MAYOR'S REPORT

Mayor Weston said she attended the Stonewall Kitchen opening. She attended the Planning Board's meet and greet meeting. She talked about the facelift being completed at Immigrant's Park.

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

Vote: 7/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

B. ORDINANCES IN THE 3RD READING



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, April 26, 2017**
Meeting Time: **7:00 pm**

C. RESOLUTIONS

1. APPROPRIATION FOR FISCAL YEAR 2018 POINTE PLACE INFRASTRUCTURE IMPROVEMENTS AND AUTHORIZATION FOR BONDING SPONSORED BY MAYOR WESTON BY REQUEST

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

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

Assistant City Manager Parker answered Council questions regarding the lighting, through road, and funding for the project.

Vote: 7/0.

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. BLOCK PARTY – 7th Catering LLC**
- 2. BLOCK PARTY – Greater Dover Chamber of Commerce – Arts Festival**
- 3. BLOCK PARTY – Greater Dover Chamber of Commerce – Final Arts Festival**
- 4. BLOCK PARTY – Neighbors of Grove Street**
- 5. BLOCK PARTY – New Hampshire Soap Box Derby, Inc.**
- 6. ROAD RACE – Six03 Endurance**
- 7. BLOCK PARTY – Six03 Endurance – to follow road race**
- 8. ROAD RACE – Children’s Museum of New Hampshire**
- 9. ROAD RACE – Dover Soccer Association**
- 10. ROAD RACE – Horne Street School Parent/Teacher Group**
- 11. ROAD RACE – Wentworth-Douglass Foundation**
- 12. FIREWORKS – City of Dover Recreation Department**
- 13. RAFFLE – City of Dover Recreation Department**
- 14. RAFFLE – Woodman Museum (April)**
- 15. RAFFLE – Woodman Museum (June)**
- 16. TAG – Dover Little Green Cheerleading**

17. B17044 AWARD OF BID SEWER DRAIN SUPPLIES SPONSORED BY MAYOR WESTON BY REQUEST

18. B17045 AWARD OF BID WATER DRAIN SUPPLIES SPONSORED BY MAYOR WESTON BY REQUEST

19. B17048 SIDEWALK IMPROVEMENTS SPONSORED BY MAYOR WESTON BY REQUEST

20. ENVIRONMENTAL CONSULTING SERVICES SPONSORED BY MAYOR WESTON BY REQUEST



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, April 26, 2017**
Meeting Time: **7:00 pm**

Item was pulled from the Agenda.

COMMITTEE REPORTS

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

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

Mayor Weston asked the Council if they had items they would like pulled for further discussion.

Deputy Mayor Carrier moved to pull the Appointments Committee's Report.

Councilor Thibodeaux moved to pull Item 13.A.19.

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

Roll Call Vote: 7/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.19.; seconded by Councilor Thibodeaux.

Deputy City Manager Steele gave an overview of whether or not sidewalks are installed.

Roll Call Vote: 7/0.

Deputy Mayor Carrier gave an overview of the Appointments Committee Report, and recommended the following appointments:

New Appointments

Otis Perry – Energy Commission - regular

John O'Connor – Conservation Commission - alternate

Brandy Maas – Recreation Advisory Board - alternate

Deputy Mayor Carrier moved for their appointments; seconded by Councilor Greenshields.

Vote: 7/0.

Reappointments:

Peg Purcell – Downtown Dover TIF Advisory Board

Jeff Spires – Downtown Dover TIF Advisory Board

Walter King – Energy Commission

John Whitcomb – Energy Commission

George Reagan – Zoning Board of Adjustment alternate

Mayor Weston asked for a vote for their approval.

Vote: 7/0.



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, April 26, 2017**
Meeting Time: **7:00 pm**

Deputy Mayor Carrier moved to accept the Appointments Committee Report; seconded by Councilor Greenshields.
Vote: 7/0.

B. RESOLUTIONS

1. **REPROGRAM APPROPRIATIONS FOR OAK STREET RAILROAD BRIDGE AND AWARD B16073 CHANGE ORDER #3 CENTRAL AVENUE BRIDGE REPAIRS (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL) (TO BE REFERRED TO A PUBLIC HEARING ON MAY 10, 2017)**
SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved to refer to a Public Hearing on May 10, 2017; seconded by Councilor Greenshields.
Vote: 7/0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

Councilor Gasses spoke about attending the roll out of a new website, "Arsenic and You", for private well owners and having their water tested.

16. ADJOURNMENT

Councilor Greenshields moved to adjourn; seconded by Councilor Thibodeaux.
Vote: 7/0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2017.04.12 – 042**

Resolution Re: Reprogram Unexpended CIP Appropriations and Award of B17037 Birchwood and Keating Reconstruction Project

WHEREAS: A Sealed Request for Bid B17037 was issued and received for the Birchwood and Keating Reconstruction Project on March 14, 2017 at 10:00am. A mandatory pre-bid meeting was conducted on February 28, 2017 at 10:00am with ten firms attending, along with representatives from the (NHDES) New Hampshire Department of Environmental Services; and

WHEREAS: Four replies were received and evaluated by city personnel and city hired Engineering Consultant. The low bid and offer deemed most advantageous to the City was submitted by Sargent Corporation of Stillwater ME for a bid amount of \$2,937,013.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT: The following available CIP unexpended appropriations are hereby reprogrammed from Water and Public Works projects to the Keating and Birchwood Reconstruction project for corresponding components of the project as follows:

Project Number	Project Description	Available Balance	Reprogram Adjustment	Adjusted Balance
WATER PORTION:				
5300.1.300.43320.4757.03583.15	Water Main – Oak & Broadway	125,000	(125,000)	0.00
5300.1.300.43320.4757.03551.13	Water Main – Court St	50,000	(50,000)	0.00
5300.1.300.43320.4757.03554.15	Water Main – Keating/ Birchwood	0.00	125,000	125,000
5300.1.300.43320.4757.03554.13	Water Main – Keating/Birchwood	0.00	50,000	50,000
	Total Available Funding	175,000	0.00	175,000
STREET/DRAINAGE PORTION:				
4014.1.300.43121.4751.03142.14	Tolend Road Reconstruction	493,428.69	(493,428.69)	0.00
4017.1.300.43121.4751.03176.17	Oak/Broadway area	2,500,000.00	(472,002.86)	2,027,997.14
4014.1.300.43121.4751.03163.14	Keating & Birchwood	0.00	493,428.69	493,428.69
4017.1.300.43121.4751.03163.17	Keating & Birchwood	0.00	472,002.86	472,002.86
	Total Available Funding	2,993,428.69	0.00	2,993,428.69

AND, FURTHER BE IT RESOLVED:

The Purchasing Agent is hereby authorized to issue a Purchase Order to Sargent Corporations of Stillwater ME for the reconstruction of Birchwood and Keating project at rates provided in conjunction with B17037. The City Manager, or designee, is hereby authorized to finalize and enter into an agreement with the vendor, consistent with the Purchase Order authorized herein.

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2017.04.12 – 042**
Resolution Re: Reprogram Unexpended CIP Appropriations and Award of
B17037 Birchwood and Keating Reconstruction Project

Financing

Account	Description	Appropriation	Balance
5320.1.300.43250.4741.04570.14	Sewer I&I	299,076.00	299,076.00
5320.1.300.43250.4741.04570.15	Sewer I&I	94,786.91	78,475.53
5320.1.300.43250.4741.04570.16	Sewer I&I	300,000.00	285,726.00
5300.1.300.43320.4757.03554.16	Water-Keating & Birchwood	550,000.00	436,519.00
5300.1.300.43320.4757.03531.17	Water-Keating & Birchwood	75,000.00	55,556.00
5300.1.300.43320.4757.03554.15	Water-Keating & Birchwood	125,000.00	125,000.00
5300.1.300.43320.4757.03554.13	Water-Keating & Birchwood	50,000.00	50,000.00
4016.1.300.43121.4751.03163.16	Streets Keating & Birchwood	984,327.35	704,760.45
4014.1.300.43121.4751.03163.14	Streets Keating & Birchwood	493,428.69	493,428.69
4017.1.300.43121.4751.03163.17	Streets Keating & Birchwood	472,002.86	472,002.86

NOTE: This resolution requires a Public Hearing and the public hearing must be duly advertised in a local newspaper 7 days prior to the public hearing. A 2/3 favorable vote of all members of the City Council is required for passage with the vote deferred until at least three (3) days after public hearing.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2017.04.12 – 042**
Resolution Re: Reprogram Unexpended CIP Appropriations and Award of
B17037 Birchwood and Keating Reconstruction Project

DOCUMENT HISTORY:

First Reading Date: 04/12/2017	Public Hearing Date: 04/26/2017
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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor, Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

Document Created by: Purchasing	R-2017.04.12 B17037 Birchwood and Keating Reconstruction Project
Document Posted on: May 4, 2017	Page 3 of 5



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2017.04.12 – 042**

Resolution Re: Reprogram Unexpended CIP Appropriations and Award of
B17037 Birchwood and Keating Reconstruction Project

The Dover City Council approved appropriations for these various CIP projects in the CIPs for Fiscal Years 2013 through 2017.

The Water Main Replacement Oak/Broadway Area (FY15 CIP) has not been undertaken by the City at this time and is available Water Fund bonding authorization and is being reprogrammed to the Water portion of the Keating & Birchwood Drive project.

The Water Main Replacement Court Street (FY13 CIP) has not been undertaken by the City at this time and is available Water Fund capital reserve authorization and is being reprogrammed to the Water portion of the Keating & Birchwood Drive project.

The Tolend Road reconstruction project (FY14 CIP) is completed, leaving unexpended bond proceeds available to be reprogrammed to the Street/Drainage portion of the Keating & Birchwood Drive project. For debt issuance compliance reasons (IRS arbitrage and rebate restrictions) it is in the City's best interest to reprogram a portion of these bond proceeds to the Keating & Birchwood Drive project

The Street Reconstruction Oak/Broadway Area (FY17 CIP) has not been undertaken by the City at this time and is available Street/Drainage bonding authorization and is being reprogrammed to the roadway and drainage portion of the Keating & Birchwood Drive project.

This resolution does not authorize any additional appropriation. The City Council previously authorized the appropriations for these various Sewer, Water, and Street/Drainage projects in earlier CIPs. This resolution does not authorize an increase in the indebtedness of the City. The Keating & Birchwood Drive reconstruction project is an approved CIP project.

This Keating & Birchwood project includes roadway and utility reconstruction for approximately 3,700 linear feet of urban residential roadway on Birchwood Place, Shamrock Lane, Keating Avenue, Emmet Road, Renaud Avenue and Hayes Lane in the City of Dover, New Hampshire. Work includes demolition, removal and proper disposal of all existing roadway courses and existing buried utilities, and construction of new full depth road reconstruction and new buried utilities. Sanitary sewer system improvements include new manholes, sewer main and service connections to each residence. Water system improvements include new water main, associated gate valves, hydrants, and service connections to each residence. Stormwater system improvements include a closed collection and conveyance system consisting of precast concrete catch basins and manholes, drainage pipe and associated BMP's. Work also includes maintaining utility service throughout construction, appurtenances, traffic control, erosion control and surface restoration. Existing underground gas service and existing overhead utilities (electric, telephone, cable) are to remain.

Final award of contract is pending approval by NH DES as they are providing \$1.1MM from the Clean Water State Revolving Fund Program, which includes 5% debt forgiveness for all sewer related work and 20% debt forgiveness for all stormwater improvements.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2017.04.12 – 042**

Resolution Re: Reprogram Unexpended CIP Appropriations and Award of
B17037 Birchwood and Keating Reconstruction Project

Bid Information:

A Sealed Request for Bid B17037 was issued and received for the Birchwood and Keating Reconstruction Project on March 14, 2017 at 10:00am

Award Information:

A purchase order revision will be issued to the vendor to authorize future expenditure as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	441	Number of Responses:	4
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	Until Completion	Estimated Delivery:	As needed
Award to:	Sargent Corp	Fund:	CIP/NH Loan Fund
Other Approvals Required:	State of NH DES	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 requiring Council approval

[B17037 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2017.04.26 – 047**

Resolution Re: Reprogram Appropriations for Oak St Railroad Bridge and award B16073 Change Order #3 Central Ave Bridge Repairs

WHEREAS: A Sealed Request for Bid B16073 was issued and received for Bridge Related Repairs project on July 6, 2016 at 1:00 pm, and;

WHEREAS: Two firms submitted pricing and the low bid meeting specifications was awarded to Evroks Corporation via council approval R2016.07.27 for the work on Central Ave Bridge (a) totaling \$263,205.50 and the work on Chestnut St Bridge (b) totaling \$141,117.50. Change Order 1 approved the work on Washington St Bridge Bid (c) in the amount of \$89,265. Change Order #2 allowed time line extension last fall; and

WHEREAS: While working on Central Ave Bridge, the contractor has discovered that more extensive deck deterioration than originally anticipated has occurred causing a more extensive and different method of repair being required. The city has received an estimated cost to complete the additional work while keeping with existing schedule, in the amount not to exceed \$400,000.

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

The amount of \$278,400 of unexpended CIP Capital Reserve appropriations are hereby reprogrammed from Oak Street Railroad Bridge Replacement project to Central Ave Bridge project as follows:

		Available	Reprogram	Adjusted
Project Number	Project Description	Balance	Adjustment	Balance
4016.1.180.43122.4752.03333.16	Replace Oak St Railroad Bridge	35,100	(35,100)	0
4017.1.300.43122.4752.03333.17	Replace Oak St Railroad Bridge	243,300	(243,300)	0
4016.1.300.43122.4752.03335.16	Central Ave Bridge Project	0	35,100	35,100
4017.1.300.43122.4752.03335.17	Central Ave Bridge Project	0	243,300	243,300
	Totals	278,400	0	278,400

AND FURTHER BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The following capital outlay is appropriated as part of the FY17 Capital Improvements Program for the purposes so designated and the Finance Director is authorized to transfer the funds from the respective Reserve Fund in the amount listed below:

Item	Description	Appropriation	Funding	Fund
1	Central Avenue Bridge Project	\$121,600.00	TIP Improvements Reserve	Trust
Total		<u>\$121,600.00</u>		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2017.04.26 – 047**

Resolution Re: Reprogram Appropriations for Oak St Railroad Bridge and
award B16073 Change Order #3 Central Ave Bridge Repairs

AND FURTHER BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a Change Order to Evrocks Corporation for Central Ave Bridge related repairs given the rates provided in conjunction with B16073 for the estimated amount not to exceed \$400,000.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing			
Account	Description	Appropriation	Balance
4016.1.300.43122.4752.03335.16	Central Ave Bridge	35,100.00	35,100.00
4017.1.300.43122.4752.03335.17	Central Ave Bridge	243,300.00	243,300.00
4017.1.300.43122.4752.03335.17	Central Ave Bridge	121,600.00	121,600.00

NOTE: This resolution reprograms unexpended bond appropriations and appropriates new funding, therefore requires a duly advertised public hearing, and a 2/3 favorable vote of all members.

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 – 2017.04.26 – 047**
Resolution Re: Reprogram Appropriations for Oak St Railroad Bridge and
award B16073 Change Order #3 Central Ave Bridge Repairs

DOCUMENT HISTORY:

First Reading Date: 04/26/2017	Public Hearing Date: 05/10/2017
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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2017.04.26 – 047**
Resolution Re: Reprogram Appropriations for Oak St Railroad Bridge and award B16073 Change Order #3 Central Ave Bridge Repairs

RESOLUTION BACKGROUND MATERIAL:

The Dover City Council approved appropriations for the Oak Street Railroad Bridge replacement project in the CIPs for Fiscal Years 2016 and 2017.

The Oak Street Railroad Bridge replacement project has not been undertaken by the City at this time and the available Transportation Improvement capital reserve authorizations are being reprogrammed to the Central Avenue Bridge project.

The appropriation of \$121,600 from the Transportation Improvements capital reserve is needed to fund the remaining amount of the change order to Evroks Corporation.

The projected available balance in the TIP Improvements Reserve as of June 30, 2017 will be \$352,700. This balance is sufficient to cover the requested appropriation.

Bid Information:

A Sealed Request for Bid B16073 was issued and received for Bridge Related Repairs project on July 6, 2016 at 1:00 pm.

Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	454	Number of Responses:	2
Warranty:	n/a	Terms:	n/a
Work Bonded:	Yes	Contract:	yes
Prices will hold for:	2017 Construction Season	Estimated Delivery:	10 weeks
Recommended Award to:	Evroks Corp	Fund:	Various
Other Approvals Required:	Emergency Purchase	References Checked:	Satisfactory
Previously Worked for City:	yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B16073 Bid Results and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12C3

Resolution Number: **R – 2017.03.22 – 031**
Resolution Re: **Dissolution of the School Alternative Education Fund
into the General Fund**

- WHEREAS: The City Council, in accordance with RSA 47:1-c, adopted establishing the Alternative Education Fund per resolution adopted October 10, 2001; and
- WHEREAS: The creation of the Alternative Education Fund, a special revenue fund, was to restrict and account for program revenues and expenditures separate from the City's General Fund, since the majority of program revenue came from out of district tuition receipts; and
- WHEREAS: The student population for the Alternative Education School has shifted from a majority of out of district students to a majority of Dover students and thereby the General Fund is providing 75% of the revenue for the Alternative Education Fund; and
- WHEREAS: The Dover School Board adopted a resolution (copy attached) on February 15, 2017 requesting that the City Council dissolve the Alternative Education Fund as of the close of Fiscal Year 2017;

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

The City Council vote of October 10, 2001 is hereby rescinded and the Alternative Education Fund is to be dissolved into the General Fund as of June 30, 2017.

NOTE: This resolution to be referred to Public hearing on April 12, 2017 and City Council vote to occur on May 10, 2017.

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#: 12C3

Resolution Number: **R – 2017.03.22 – 031**
Resolution Re: **Dissolution of the School Alternative Education Fund
into the General Fund**

DOCUMENT HISTORY:

First Reading Date: 03/22/2017	Public Hearing Date: 04/12/2017
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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12C3

Resolution Number: **R – 2017.03.22 – 031**
Resolution Re: **Dissolution of the School Alternative Education Fund
into the General Fund**

RESOLUTION BACKGROUND MATERIAL:

In accordance with NH RSA Section 47:1-c, Cities may adopt the provisions of RSA 47:1-b to create Special Revenue Funds. The City Council followed these provisions to create the Alternative Education Fund, a special revenue fund, in October 2001. The purpose for creating the Special revenue fund was to restrict and account for program revenues and expenditures separate from the City's General Fund, since the majority of program revenue came from out of district tuition receipts.

The Dover School Department's General Fund operating budget has supported Dover students attending the Alternative School through an annual transfer from the General Fund to the Alternative Education Fund.

Over time the student population for the Alternative Education School has shifted, fewer out of district tuition students have been attending the school resulting in the majority of students now being Dover students. This has resulted in the General Fund providing 75% of the revenue for the Alternative Education Fund.

The Alternative Education Fund no longer meets the parameters of a special revenue fund now that the General Fund is providing the majority of funding. Therefore, the School Board's recommendation is to rescind the City Council vote of October 10, 2001 and dissolve the Alternative Education Fund into the General Fund as of June 30, 2017.

A copy of the School Board's adopted resolution recommending dissolution of the Alternative Education Fund is attached to this resolution as part of the background material.



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

Check (☒) the type of application:

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

• Oak Street one way
southerly only, from
Portland to Atlantic

MES

Fourth year doing this same
plan

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

Organization Name: HOT ROD CITY

Federal Tax ID number for Organization: 46-3627972

Check (☒) Nature of Organization:

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

(Describe) MULTIPLE BUSINESSES

Contact Person: SEAN LAJOSE

Day Time Telephone: 749-7536

Address: 99 OAK ST.

Email sean@paintworksevents.com

Purpose of Permit: TURN SECTION OF OAK ST. TO ONE WAY

Date of Event: 4-3-17

Specific Time: 8:00 AM - 2:00 PM

Location of Event: 99 OAK ST.

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

Prize (s) To Be Awarded: _____

Cost of Ticket: _____ Date of Drawing: _____

Place of Drawing: _____

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

<http://www.doi.nh.gov/charitable-trusts/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): 99 OAK ST.

Police Department Block Party Approval Signature: _____

Printed Name: Sgt. Marn Speidel, Traffic Bureau

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287:4, RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: Sean Lajo

DATE: 4-20-17

(duly authorized)

PRINTED NAME: SEAN LAJOSE

Licensing Board Approval (Signature)

Date: 4/21/17



Needs COI or waiver
from Licensing Board

MES

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 COUNCIL #807 "OUR LADY OF THE ROSARY"
Federal Tax ID number for Organization: 23 754 35 27

Check(☒) Nature of Organization:

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

Name/Description of Event (if applicable): OUTSIDE PROCESSION FROM ST. MARY CH. TO ST. GEORGE'S CH. and

Contact Person: PAUL K. McMANUS Day Time Telephone: (603) 953-4260 Return to ST. MARY CHURCH

Address: 5 ARROWBROOK RD DOVER NH 03820 Email SURFERBUZZ@COMCAST.NET

Date of Event: MAY 21st Specific Time: 12:05 PM - 2:30 PM

Location of Event (if parade, attach course description or map): WE WILL PROCESSION A STATUE OF MARY FROM ST. MARY'S CHURCH - ST. GEORGE'S CHURCH AND RETURN TO ST. MARY'S - WE WILL WALK

*****PARADE PERMITS***** ON THE SIDEWALK WHENEVER POSSIBLE.

**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: [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: 5/10/2017

(duly authorized)

PRINTED NAME: PAUL K. McMANUS

Licensing Board Approval [Signature] Date: 5/2/17

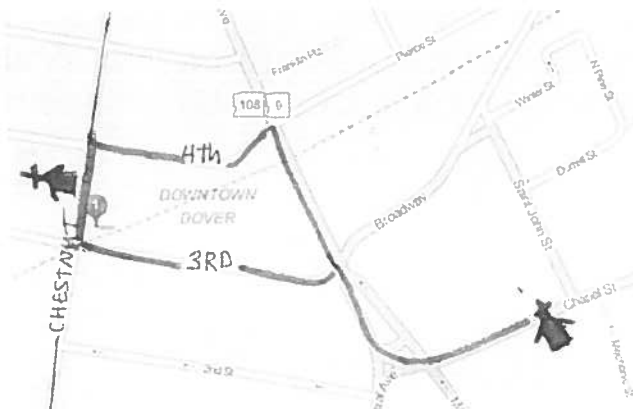


Our Lady of Fatima May Procession Sunday, May 21nd, 2017

In gratitude for all the favors that Our Blessed Mother Provides for us!

- 11:00am Mass at St Mary's Church on Chestnut St. in Dover
- 12:15pm Crowning of Mary at outside Statue of Mary
(next to St. Mary's Church Hall)
- 12:25pm Procession begins from St Mary's Church to St George's Maronite Church on Chapel St. in Dover
- 12:45 pm Arrive at St George's Maronite Church; Attend Litany of Mary and Benediction of The Most Blessed Sacrament
- 1:45 pm – 2:05pm Begin march back to St Mary's Church
arrive for refreshments.
St.Mary'sChurch

Sponsored by the Knights of Columbus- Council 807
For more information call Paul McManus 742-3748





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: Studio 109

Federal Tax ID number for Organization: _____

Check (☒) Nature of Organization:

Religious _____, Educational _____, Charitable _____, Civic _____, Sports ☒, Veterans _____, Fraternal or Political _____, Other _____
(Describe) Dance Team raising money for a National Competition

Contact Person: Sherreen Garland Day Time Telephone: 603-834-9350

Address: 10 Main St Suite D Gorham NH Email: sherreen.garland@gmail.com

Purpose of Permit: To tag at Newicks to raise money for nationals

Date of Event: 5/12, 5/13 + 5/14 Specific Time: _____

Location of Event: Newicks, Stratford Farms, Shell Station + Tedeschi's

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

Prize (s) To Be Awarded: N/A

Cost of Ticket: _____ Date of Drawing: _____

Place of Drawing: _____

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

<http://www.dover.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: Sherreen Garland DATE: 4-23-17
(duly authorized)

PRINTED NAME: Sherreen Garland

Licensing Board Approval (Signature) Date: 4/27/17



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#:13A4

Resolution Number: **R - 2017.05.10 - 048**

Resolution Re: **B17040 Award of Bid Traffic Control/Flagging Services**

WHEREAS: The sealed request for bid #B17040 was requested and received for traffic control/flagging services on April 18, 2017 at 11:00 AM EST; and

WHEREAS: Three replies were received with rates to hold for one year. Low bid meeting specifications was submitted by Project Flagging Inc of Hookset NH with hourly rates depending upon when the services are rendered; and

WHEREAS: Depending on the magnitude of the City's construction work schedule, there is often a need for a secondary vendor to provide traffic control services. For this, American Flagging & Traffic Control of Hudson, NH is the second low bidder. It is the recommendation to award this service to both vendors on an as needed basis.

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

The purchasing agent is hereby authorized to issue Purchase orders to Project Flagging Inc and American Flagging and Traffic Control Inc for "as needed services" given the rates provided in conjunction with bid B17040. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
xxxx.1.300.xxxxx.4715.xxxxx.xx	Various CS Streets & CIP Land Impr	10,261,021.00	7,470,848.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#:13A4

Resolution Number: **R - 2017.05.10 - 048**

Resolution Re: **B17040 Award of Bid Traffic Control/Flagging 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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#:13A4

Resolution Number: **R - 2017.05.10 - 048**

Resolution Re: **B17040 Award of Bid Traffic Control/Flagging Services**

RESOLUTION BACKGROUND MATERIAL:

The low bids, meeting specifications, were submitted in varying amounts for different hourly rates by three companies.

Depending upon the specific need at a certain time and availability of the vendor, the City will utilize Project Flagging Inc and American Flagging and Traffic Control Inc for as needed services. It is possible that the 2017 season will exceed \$25,000 threshold, therefore requiring city council approval.

Bid Information:

Sealed bids # B17040 were requested and received for Traffic Control Flagging Services on April 18, 2017 at 11:00 AM EST.

Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	30	Number of Responses:	3
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	2017 construction season	Estimated Delivery:	As needed
Recommended Award to:	Project Flagging Inc and American Flagging and Traffic Control Inc	Fund:	Various CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No and Yes	Reason for Council Approval:	Purchase may exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B17040 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#:13A5

Resolution Number: **R - 2017.05.10 - 049**

Resolution Re: **B17047 Award of bid Precast Concrete Structures**

WHEREAS: Sealed bids # B17047 were requested and received for various precast concrete structures on April 18, 2017 at 11:30 AM EST.; and

WHEREAS: Rates will hold for one year and vendors providing low bid on the individual items will be utilized, as needed, depending upon their different types of product. The City has existing inventory of 4' ID manhole and catch basins that not all vendors can align the shiplap with. In situations such as these, the department will utilize the vendor that offers the matching product; and

WHEREAS: The bids meeting specifications were submitted for several different types of products with varying rates from three vendors outlined in the background section of this resolution.

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

The purchasing agent is hereby authorized to issue Purchase Orders to various vendors identified in back ground section, for various precast concrete structures, as needed, given the rates provided in conjunction with B17047. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
xxxx.1.300.xxxxx.4652.xxxxx	CS Maint Supplies Improv o/t bldg FY17	327,343.00	53,955.00
xxxx.1.300.xxxxx.4652.xxxxx	CS Maint Supplies Improv o/t bldg FY18	327,000.00	anticipated

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#:13A5

Resolution Number: **R - 2017.05.10 - 049**
Resolution Re: **B17047 Award of bid Precast Concrete Structures**

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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#:13A5

Resolution Number: **R - 2017.05.10 - 049**
Resolution Re: **B17047 Award of bid Precast Concrete Structures**

RESOLUTION BACKGROUND MATERIAL:

Sealed bids # B17047 were requested and received for Precast Concrete Structures on April 18, 2017 at 11:30 AM EST. Bids were submitted in varying amounts for several different products from the following vendors:

George R Roberts Alfred, ME, Genest Precast, Sanford ME, and Shea Concrete Precast, Nottingham NH

Award Information:

Purchase Orders will be issued as needed to various vendors' at lowest rates submitted on Bid #B17047 to authorize expenditures.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations emailed:	131	Number of Responses:	3
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	no
Prices will hold for:	1 yr	Estimated Delivery:	As needed
Recommended Award to:	Various	Fund:	Maint Supplies
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B17047 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#:13A6

Resolution Number: **R – 2017.05.10 - 050**
Resolution Re: Acceptance of New Hampshire Department of Safety, Homeland Security & Emergency Management Grant and Purchase of Shelter Generator @ the McConnell Center through the NJPA Caterpillar Contract

WHEREAS: The City of Dover has applied for an Emergency Management Performance Grant (EPMG) through the New Hampshire Department of Safety Homeland Security and Emergency Management Division. The grant proposed, the purchase of a Shelter Generator for the McConnell Center; and

WHEREAS: The grant is in the amount of \$100,000.00 and requires a City's match equal or greater to that amount. The project's full cost is \$317,000.00. The match, in the amount of \$217,000.00 was approved and appropriated in the FY18 CIP budget; and

WHEREAS: The Department of Safety has determined that the project falls within the guidelines of the Emergency Management Planning Grants (EMPG) program but requires the acknowledgment of the full cost of the project, including the match, by the City Council before final review and presentation to the Governor and Council for approval of the award.

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

The City of Dover's City Council, in a majority vote, accepts the terms of the Emergency Management Performance Grant (EMPG) as presented in the amount of \$100,000.00 for the McConnell Center Shelter Generator. Furthermore, the Dover City Council acknowledges that the total cost of this project will be \$317,000.00, in which the City will be responsible for the match of \$217,000.00.

AND, FURTHER BE IT RESOLVED;

The Dover City Council authorizes the City Manager to sign all documents related to the grant.

AND, FURTHER BE IT RESOLVED;

The Purchasing Agent is hereby authorized to issue a Purchase Order to Milton CAT for the purchase of an Emergency Power 400KW Caterpillar Generator in the amount not to exceed \$120,452.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Account	Description	Appropriation	Balance
4018.1.220.42230.4741.02259.18	FY18CIP Emergency Shelter Generator	217,000	217,000
	NH Homeland Security &		once
# To Be Determined	Emergency Management Grant	100,000	approved



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#:13A6

Resolution Number: **R – 2017.05.10 - 050**
Resolution Re: Acceptance of New Hampshire Department of Safety,
Homeland Security & Emergency Management Grant and
Purchase of Shelter Generator @ the McConnell Center
through the NJPA Caterpillar Contract

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:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#:13A6

Resolution Number: **R – 2017.05.10 - 050**
Resolution Re: Acceptance of New Hampshire Department of Safety,
Homeland Security & Emergency Management Grant and
Purchase of Shelter Generator @ the McConnell Center
through the NJPA Caterpillar Contract

RESOLUTION BACKGROUND MATERIAL:

The National Joint Powers Alliance (NJPA) is a Municipal Government Service Cooperative that has established several procurement contracts through bid solicitations. One such contract is for generators of various makes and models. The NJPA has awarded an agreement with Caterpillar Inc until September 2017.

In an effort to obtain standardization, reliability, best costs, best return policies and ongoing support after maintenance expiration, the City wishes to utilize this NJPA agreement with CAT. The proposed 400 KW emergency generator will provide 100% power to the McConnell Center when the normal power source is interrupted due to natural or man-made events. The funding for the emergency power generator is part of the already authorized via the FY18 CIP budget and the city is awaiting final approval of a Homeland Security Grant.

Per 3-37B, Exemptions to Competitive Bidding of the Dover Purchasing Procedure, the purchasing agent may, with approval of the city manager, waive bidding procedures when purchasing through the state of New Hampshire or at state bid prices, other governmental agencies or cooperative buying groups.

Southworth Milton Caterpillar is the authorized distributor for such equipment for the New England region and currently maintains all city and school CAT generators. The proposed 400 KW emergency generator will provide 100% power to the facility when the normal power source is interrupted due to natural or man-made events.

In addition, the city solicited sealed Requests for Bid # B17019 for as needed Electrical Services on November 3, 2016. City Council awarded to Martineau Electric via resolution R2016.12.14-157 at hourly rates provided by the vendor. The city will utilize this bid award for the day and night time labor rates and materials needed to install the generator in the amount not to exceed \$162,000.00.

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	5 year	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until delivered	Estimated Delivery:	September 2017
Recommended Award to:	Milton CAT	Fund:	Grant and CIP
Other Approvals Required:	Yes NH DES and Homeland Security & Emergency Management	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name City of Dover (VC#177380-B005)		1.4. Subrecipient Tel. #/Address 603-742-4646 288 Central Ave, Dover, NH 03820	
1.5 Effective Date G&C Approval	1.6. Account Number AU #80920000	1.7. Completion Date September 30, 2018	1.8. Grant Limitation \$100,000.00
1.9. Grant Officer for State Agency Cindy Richard, EMPG Program Manager		1.10. State Agency Telephone Number (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____ / _____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace _____ (Commission Expiration) _____			
1.14. State Agency Signature(s) By: _____ On: _____ / _____ / _____		1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: _____ / _____ / _____			
1.17. Approval by Governor and Council (if applicable) By: _____ On: _____ / _____ / _____			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials: 1.) 2.) 3.) Date:

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. 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.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.)

2.)

3.)

Date:

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the City of Dover (hereinafter referred to as “the Subrecipient”) \$100,000.00 to purchase and install a generator at the City’s Emergency Shelter.
2. “The Subrecipient” agrees that the project grant period ends September 30, 2018 and that a final performance and expenditure report will be sent to “the State” by October 31, 2018.
3. “The Subrecipient” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Subrecipient” shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, “the Grantee” shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) 2.) 3.) Date:

EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$100,000.00	\$100,000.00	\$200,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2016-00001-S01			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 099359168			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$100,000.00.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.

Subrecipient Initials: 1.)

2.)

3.)

Date:

EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Subrecipient” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Subrecipient” must be expended within thirty (30) days of receiving the advanced funds.
4. “The Subrecipient” agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period “the Subrecipient” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Subrecipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Subrecipient” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Subrecipient” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. “The Subrecipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) 2.) 3.) Date:

TO: City of Dover
ATTN: Eric Hagman

QUOTE #: ENPRO003354R3
DATE: January 30, 2017

PROJECT

McConnell Center – Dover, NH

NJPA Contract #080613-CAT

We are pleased to offer the following equipment for consideration:

One (1) New Outdoor Caterpillar Model C13 Diesel Emergency Packaged Generator Set. This unit is rated 400 kW, Standby power, 277/480 volt, 60 hertz, 1800 rpm, Three phase, 0.8 pf. Included is the following:

- UL 2200 Listed and Labeled
- EPA Certified for Stationary Emergency Application
- Permanent Magnet Generator
- Generator Heater
- Electronic Governor
- Unit Mounted Radiator
- Jacket Water Heater
- Vibration Isolators
- Starting Batteries with Rack and Cables
- 10 amp Battery Charger
- Charging Alternator
- Engine/Generator Unit Mounted Control Panel
- One (1) Local Annunciator Panel, 16 Light NFPA 110
- One (1) Remote Annunciator Panel, 16 Light NFPA 110 – shipped loose
- One (1) Data Interface, Modbus RTU protocol
- 643 Gallon (23 hr. at 100% load) Sub-Base Fuel Tank, Double Walled w/Leak Detection, UL142 Listed
- 800 Amp Unit Mounted Circuit Breaker
- Enclosure - Painted Steel Factory installed Sound Attenuated, Color- White
 - 75 dBA @ 23'
 - Mounted on fuel tank base above
 - Structural steel base
 - Thermal/acoustic insulation
 - Interior muffler with rain cap
 - Interior 120 VAC GFI receptacle(s)
- One (1) Automatic transfer switch, 2000 ampere, 4 pole, open transition, service entrance rated, NEMA 3R secure enclosure, engine exerciser
- Start-up and Test with Milton Cat supplied Resistive Load Bank
- Customer Training
- 2 Year Warranty from Date of Start-Up
- Operation and maintenance manuals

Net Price, F.O.B. Job Site/Tailgate \$120,452.00

NJPA Discount Schedule

Cat Generator List Price		\$ 134,623.00	
NJPA Discount	37%	\$ (49,811)	
Generator Net Price			\$ 84,812
Non-Cat List Price		\$ 37,516	
NJPA Discount	5%	\$ (1,876)	
Non-Cat Net Price			\$ 35,640
Total Price			\$ 120,452

Payment Terms:

With Credit Department Approval – Net 30 Days and 100% Paid Prior To Start Up.

Sales tax is not included.

Credit card payments are not accepted.

This is a quotation on the goods named above and subject to the conditions noted herein:

Scope:

1. This proposal is offered in accordance with specification(s); None and addendum(s): None
2. The equipment, services and testing defined in this proposal constitute the entire offer. No other items are included or implied.

System Check Test and Start up:

1. All customer connections must be complete prior to start up. Block heaters, battery chargers, exhaust systems, exhaust lagging, vibration isolators, breaker connections, fuel tanks filled, etc. must be performed by the installing contractor.

Testing – Load Testing:

1. Milton Cat will provide a service technician to perform load bank testing.
2. Load banks will be provided by Milton Cat.
3. Load bank testing quoted here is performed utilizing a resistive load bank.
4. This proposal does not include third party commissioning. Milton Cat will quote third party commissioning separately if required.

Compliance, Deviations and Exceptions:

1. This proposal is confined to the Proposed Bill of Material.
2. All field labor provided by others. Any and all installation of this equipment shall be by others.
3. Assembly of enclosure is not included in this proposal (ie exterior lighting, exhaust elbow, hoods, vents, etc). Installing contractor is responsible for rigging, assembly and installation.
4. All fuel provided by others.
5. Items marked as ships loose on the Bill of Material to be installed by others.
6. Federal, State and local code compliance is strictly the responsibility of the owner and his engineers and/or representatives.
7. Title and risk of loss will pass to Buyer upon delivery of the equipment to project site or designated delivery address.
8. Buyer may not cancel a purchase order or return equipment without Milton Cat's written consent. Any cancellation or return is subject to additional charges.

This price is firm for sixty days. Please see attached Terms and Conditions. Please note sales tax, if applicable, is not included in our price. We appreciate this opportunity to quote you on your equipment requirements and hope to be favored with your valued order.

We look forward to serving your future purchase and/or rental needs.

Sincerely,

Dave Nunnally

Dave Nunnally



Address | 30 Industrial Drive, Londonderry, NH 03053 | (603) 665.4500

Mobile : (603) 345.5038

Email: david_nunnally@miltoncat.com

MILTON CAT POWER SYSTEMS STANDARD TERMS & CONDITIONS

A) Customer is responsible for any and all installation of the equipment supplied by **Milton Cat Power Systems**, unless otherwise specified in writing. All equipment needed to perform any loading or unloading of the equipment supplied by **Milton Cat Power Systems** is the responsibility of the buyer. All permits, fees and regulatory requirements are the responsibility of the buyer.

B) **Milton Cat Power Systems** limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is assumed to be supplied by others. We have detailed the equipment proposed in the bill of material. Please check it to be certain that it meets your requirements.

C) **Milton Cat Power Systems** reserves the right to correct any errors or omissions. Standard warranty of the manufacturer applies. Copies are available upon request.

D) The Price of any equipment scheduled for shipment on a date beyond a period of twelve (12) months from date of purchase order is subject to increase by seller, unless otherwise agreed to in writing.

E) Contracts which include penalty or liquidated damage clauses, waivers of subrogation, or naming a third party additionally insured are not acceptable or binding on **Milton Cat Power Systems**, unless accepted and confirmed in writing by an officer of **Milton Cat Power Systems**.

F) There will be a cancellation fee for any orders cancelled, once placed and accepted by **Milton Cat Power Systems**. Cancellation fees will be addressed and negotiated at time of cancellation.

G) **Milton Cat Power Systems** will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by **Milton Cat**

Customer Acceptance: This proposal is accepted at the price and per the terms indicated. (Please provide the entire proposal form to Milton Cat with signature). Milton Cat requires a purchase order to proceed with the order.

Buyer requests _____ (quantity) of Hardcopy Submittals or one (1) Electronic Submittal

Name (print)

Company

Title

Signature/Date