



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, December 13, 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. AMENDMENT OF FISCAL YEAR 2018 SCHEDULE OF FEES CHAPTER 152
SIDEWALKS AND HIGHWAYS
(REQUIRES A 2/3 MAJORITY VOTE OF THE 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. October 18, 2017 – Joint Meeting of the City Council and Planning Board
(Approved by Planning Board on November 14, 2017)**
 - B. November 8, 2017 – Regular Meeting**
- 11. MAYOR'S REPORT**
- 12. UNFINISHED BUSINESS**
 - A. ORDINANCES IN THE 2nd READING**
 - B. ORDINANCES IN THE 3RD READING**
 - C. RESOLUTIONS**
 - 1. ADOPTION OF FISCAL YEAR 2019-2024 CAPITAL IMPROVEMENTS PROGRAM
SPONSORED BY MAYOR WESTON BY REQUEST**



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- 2. APPROPRIATION FOR FISCAL YEAR 2019 CAPITAL IMPROVEMENTS PROGRAM – NON-DEBT FINANCED PROJECTS (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)**
SPONSORED BY MAYOR WESTON BY REQUEST
- 3. APPROPRIATION FOR FISCAL YEAR 2019 CAPITAL IMPROVEMENTS PROGRAM AND AUTHORIZATION FOR BONDING (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)**
SPONSORED BY MAYOR WESTON BY REQUEST
- 4. AMENDMENT OF FISCAL YEAR 2018 SCHEDULE OF FEES CHAPTER 152 SIDEWALKS AND HIGHWAYS (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL.)**
SPONSORED BY MAYOR WESTON BY REQUEST

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. BLOCK PARTY – New Hampshire Soap Box Derby, Inc.**
- 2. PARADE – First Parish Church**
- 3. RAFFLE – Saint Mary Academy**
- 4. ROAD RACE – Moms on the Run 5k**
- 5. B17003 HVAC EQUIPMENT MAINTENANCE AND REPAIR SERVICE AUTOMATION CONTROLS UPGRADES**
SPONSORED BY MAYOR WESTON BY REQUEST
- 6. B18011 PADDLESPORT DOCK @ COCHECHO RIVER**
SPONSORED BY MAYOR WESTON BY REQUEST
- 7. B18015 DESIGN SERVICES FOR VARNEY BROOK PUMP STATION**
SPONSORED BY MAYOR WESTON BY REQUEST
- 8. PURCHASE OF 2018 MODEL YEAR VEHICLES - STATE OF NH BID**
SPONSORED BY MAYOR WESTON BY REQUEST
- 9. DOVER PUDDING HILL AQUIFER CHANGE ORDER #3 EMERY AND GARRETT GROUNDWATER INVESTIGATION LLC**
SPONSORED BY MAYOR WESTON BY REQUEST
- 10. ACCEPTANCE OF DONATION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN GREAT BAY ROWING AND CITY OF DOVER**
SPONSORED BY MAYOR WESTON BY REQUEST



CITY OF DOVER

CITY COUNCIL – AGENDA

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11. APPROVAL OF USE AGREEMENT BETWEEN BERWICK ACADEMY AND CITY OF DOVER

SPONSORED BY MAYOR WESTON BY REQUEST

12. APPROVAL OF MULTI-SESSION ICE RENTAL AGREEMENT BETWEEN DOVER YOUTH HOCKEY AND CITY OF DOVER

SPONSORED BY MAYOR WESTON BY REQUEST

COMMITTEE REPORTS

- | | |
|--|---|
| 1. School Board | 12. Pool Advisory Committee |
| 2. Planning Board | 13. Recreation Advisory Board |
| 3. Appointments Committee | 14. Solid Waste Advisory Commission |
| 4. Arena Commission | 15. Transportation Advisory Commission |
| 5. Arts Commission | 16. Joint Building Committee – Dover High School and Regional Career Technical Center |
| 6. Energy Commission | 17. Joint Building Committee – Garrison Elementary School |
| 7. Legislative Liaison | 18. Dover Main Street |
| 8. Library Board of Trustees | 19. Dover's 400 th Anniversary Committee |
| 9. McConnell Center Advisory Committee | |
| 10. Ordinance Committee | |
| 11. Parking Commission | |

B. RESOLUTIONS

**1. DISPOSAL OF TAX DEEDED REAL ESTATE @ 179 LOCUST STREET
PARCEL ID 12063-000000**

SPONSORED BY MAYOR WESTON BY REQUEST

**2. APPROVAL OF LICENSE AGREEMENT BETWEEN CITY OF DOVER AND
104 WASH STREET, LLC**

SPONSORED BY MAYOR WESTON BY REQUEST

**3. APPROVAL OF MEMORANDUM OF AGREEMENT REGARDING PARKING
RIGHTS BETWEEN 104 WASH STREET, LLC AND CITY OF DOVER**

SPONSORED BY MAYOR WESTON BY REQUEST

**4. DOVER SCHOOL DISTRICT LED LIGHTING UPGRADE AND AUTHORIZATION
FOR FINANCING (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON JANUARY 10, 2018, WITH CITY
COUNCIL VOTE OCCURRING ON JANUARY 24, 2018.)**

SPONSORED BY MAYOR WESTON BY REQUEST

C. ORDINANCES IN 1ST READING



CITY OF DOVER

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14. COUNCIL CORRESPONDENCE

A. Letter from Comcast dated November 16, 2017.

15. COUNCIL MATTERS OF INTEREST

16. ADJOURNMENT

City Manager's Report

December 13, 2017

Reporting on November 2017



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 11/01/2017 BUT BEFORE 12/07/2017, 5 REQUESTS
- DOVER, NH – 4 REQUESTS REGARDING NEW DOVER HIGH SCHOOL CONSTRUCTION
- WASHINGTON, DC – SENATE BILL 3 (2017)
- BOSTON, MA – REGULATION OF PCBS FOR CYN ENVIRONMENTAL CORP

Financial Outcomes: Litigation

City v. Joel Bernier: Defendants are paid through November.

Ventas Realty Limited Partnership v. City:
(2014 tax year) Bench Trial rescheduled for early January 2018.

(2015 tax year) City filed Answer to Petition for Abatement with Certified Record; City filed Case Structuring and ADR Order. Case stayed pending resolution of 2014 case.

(2016 tax year) City served with complaint.

Albert E. Souther v. City – Complaint served April 25, 2017 regarding Tolend Road Easement; Parties filed proposed Structuring Orders by July 5th. Court Structuring Order issued. Trial scheduled for May 2, 2018. Proposed access easement plan prepared and provided to plaintiff.

	For month	FY18	FY17	FY16
Legal Matters/Questions Handled	51	190	354	244
Document Creation & Review Including Contracts	26	123	271	267
Right to Know Requests Processed	11	44	73	66
Resolutions	05	38	42	53
Ordinances	0	05	13	29

**Product & Process Outcomes:
Assistance to City Departments**

City Council	Drafting/review of resolutions and ordinances.
City Manager	Review of documents for signature, 91-A requests; Resolutions; Work with General Code on recodification.
Community Services	Trail issue; Trees located on City property; Tree fell on car; Well #5 pumping test; 33 Main sidewalk; Children's Museum roof; Inter-municipal Agreement; Dover Landing Dredge Cell
Executive	No legal assistance needed.
Fire & Rescue	91-A assistance; Medical Resource Hospital Agreement; WDH Business Associate Agreement
Finance	91-A regarding election law; Discharges & Liens; Outstanding Debt Cancellation; FY18-FY19 Mission Statement; Dover property in Madbury; Revision of construction bonds; Release of Lien for refinancing; Guppey property in Rollinsford; Garage damages reimbursement/Primex; 179 Locust Street disposal of tax deeded property; 91-A request for Assessing; Orphan parcel; 118 Tidewater Drive water shut-off
Planning	Varney Brook Access Easement Deed; Floral Avenue title search; Discharge of Lien and Mortgage; Paul Street litigation decision; CWDAC RFQ question; Waldron Falls Conservation Easement letter; Conflict of Interest; 104 Washington Street Development Agreement
Police	UNH contract; Film Fest MOA
Public Library	Review of lease termination
Public Welfare	Fair hearing
School	LED lighting resolution; JBC Animal Science Building; 2017 DSD Fiber RFP; Contract review
Recreation	Great Bay Rowing Lease signed; Gym patron issue; Great Bay Rowing MOA; Berwick Academy Use Agreement; Dog Park issue; Hockey Arena license

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:

Business activity in the region expanded at a modest to moderate pace on average with variations across industry segments. Manufacturing and retail businesses are reporting revenues with single digit year over year gains. Software and IT companies are reporting gains from flat to double digit. Commercial real estate activity was flat regionally but in modest growth locally, limited by the high cost new builds. Residential real estate is experiencing robust demand but sales limited by lack of inventory. Hiring for specific skill sets is brisk but limited by available potential employees. Planned wage increases remain moderate with prices increasing slightly to moderately in most sectors. Contacts expect further growth consistent with recent results going forward. Some concern is being expressed about the rate of growth as the Dow surpassed 24,000. The Fed is expected to stop renewing Treasury bond purchases as they expire which will cause interest rates to rise. Downtown retailers, bars and restaurants are experiencing a much improved sales growth aided by the multiple marketing events cosponsored and implemented by DBIDA and Dover Main Street. Retailers reported they were helped by the First Fridays Art Walk events and the Hometown Holiday weekends that brought 3,000 people downtown with the cooperation of virtually all merchants City-wide on the last weekend in November.

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's merger with Mass General is part of an overall consolidation trend in institutional healthcare. This is expanding the range of medical specialties availability to the Dover market. WDH has opened a new medical practice facility at the Pease Development Authority. 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 reform 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.

Commercial Real Estate:

Commercial real estate sales activity continued with moderate sustained growth locally, and with flat activity 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. New build costs for needed 20,000 SF – 30,000 SF manufacturing/ assembly/ warehouse/ office spaces at Enterprise Park are causing sticker shock for several prospects and delaying project initiation. Office leasing continued to be just above 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 additional basis point hikes anticipated. 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 Healthcare Bill 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 Fosters building at 333 central Ave. was recently sold to a local service provider company for \$1.5 million and is now once again sold to a new buyer (Horizon Trust LLC). The Robbins building downtown has sold to Cathartes and will be demolished to make room for a full block 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 Q1 and Q2 but Q3 unit sales declined due to low inventories. Rising prices are convincing sellers to put homes on the market before interest rates go up any more (now averaging 3.69% on residential mortgages). Median selling prices continue to rise locally and are up 7-9% 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. Dollar 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 will continue to do well throughout 2018.

Manufacturing & Related Services:

Most local manufacturers supplying domestic markets are now reporting strength in sales and improved year over year profits. One point-of-purchase systems supplier is experiencing sales increases significant enough to require some out sourcing of production. 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 but may become more pronounced after year-end. 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 first year of federal administration change are evident in local manufacturers, including import taxes and a relaxation of the regulatory constraints on businesses that will reduce costs. NAFTA revisions, if implemented, could cause some local manufacturers concern that have facilities in Mexico or Canada or are importing raw materials or parts from those NAFTA partners. Local manufacturers are still uncertain about the tax reform package anticipated from the administration but are encouraged by the most recent tax reform plan put forward. Pickup truck and auto sales continue in a sustained decline this month with large holdover inventories triggering sell-off sale prices. GM has experienced a large Q2, 2017 loss and is phasing out Australia production. Ford Focus model manufacturing is being transferred to China. Other expensive car brands sales appear to be falling off here as well. Locally we are seeing some confidence in future 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 except for new-builds. 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 new administration. Aerospace parts manufacturers previously reporting a pause in formerly increasing sales, are now anticipating a return to the up side with the proposed increase in defense spending. Locally, Safran and Albany International are experiencing a decline in their aerospace composites businesses due to their inability to meet performance specs consistently. 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. 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 have finished fit out for new owners that have already moved in. The Silver Square development (roundabout complete) are now well underway with Phase II progress on this \$50 million dollar development. The Residence at Silver Square assisted living building has been erected and is completing fit out. The new on-site Garrison 66 room boutique hotel is now open and experiencing excellent occupancy rates.

Price pressures remain moderate. Regional manufacturers remain optimistic.

Labor demand has been strong in IT and software. 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. New initiatives with the Greater

Dover Chamber of Commerce Education Committee, Great Bay Community College and UNH for BIZEDConnect intern programs are getting underway as school season progresses, and the DBIDA Board is replenished. 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 significantly enhanced results heading into the Holiday sales ramp up. Year-over-year store sales range from up 28% to up 84%. The recent stock market increases are spilling confidence into Main Street businesses at present. Some uncertainty has crept in with the failure to pass a new healthcare bill and the uncertainty of the passage of a tax reform bill. Local restaurants are having difficulty hiring wait staff to support desired expansions. The recent gasoline price volatility (now on a higher price cycle), has had no discernible effect on retail, hotel and restaurant sales so far. OPEC's recent decision to extend their oil production cuts are not expected to sustain current pricing at the gas pump during the rest of the Holiday driving season as there is some evidence that Venezuela and some African states are not limiting production as agreed. 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 Dover hotels 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 brick and mortar retail sales are up by double digits through Black Friday (Plaid Friday in Dover) 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 18%+ 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 is beginning to force prices to rise at local restaurants.

Employment and Wages:

Local labor markets continued to tighten in November with anticipated holiday retail labor demand adding to the pressure. Dover's current unemployment rate is 2.0%. Salary increases for highly skilled employees are increasingly frequent as retention and attraction efforts multiply 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 concern about labor shortages for the Holiday season.

In the higher skill set categories, engineers, paramedics, physician's assistants and nurses are in short supply and are commanding top salaries and temporary living subsidies for those traveling to the region to work.

* 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 Cathartes
- Broadway mixed use development
- Purchase of 44 Venture drive: refit completed.
- Well over \$100,000,000 in Dover development underway.
- Enterprise Park Developments suffering from "sticker shock" for new builds.
- Fosters Building sold for \$1.5 million.
- The Old courthouse Building on First and 2nd is being transformed into a mixed use facility.
- 6 Grove St. Project in TRC.

J. MICHAEL JOYAL, JR.
CITY MANAGER



CITY OF DOVER

JOINT MEETING OF THE CITY COUNCIL AND PLANNING BOARD MINUTES

Meeting Type: Workshop Session
Meeting Location: McConnell Center, Room 305
Meeting Date: **Wednesday, October 18, 2017**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL ATTENDANCE

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

Planning Board Present: Chairperson K.Schuman, F.Torr, D.Landry, J.Burdin, and D.White. Vice-Chairperson G.Cruikshank arrived at 7:10 pm.

Absent: Councilor Greenshields, Planning Board Members C.Plante, L.Skinner, T.Donovan, H.Harmon, and T.Clark.

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. CAPITAL IMPROVEMENTS PROGRAM (CIP) PRESENTATION

Assistant City Manager Parker introduced himself and started his CIP presentation to the City Council and Planning Board with a video highlighting the upcoming proposed CIP projects. Assistant City Manager Parker gave an overview of the CIP book and the timeline for the approval process.

7. ADJOURNMENT

Councilor O'Connor moved to adjourn; seconded by K.Schuman.
Vote: Unanimous.

CIP Video link: <https://dovernh.viebit.com/player.php?hash=oTBp7UEujLOf>



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1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor O'Connor led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

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

Absent: Councilor Gagnon.

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

5. PROCLAMATIONS/AWARDS

City Manager Joyal invited Mr. Stephen White and Dover Indoor Pool staff, Dover Ambulance crew, and Dover Fire Department up to the podium. He gave overview of a medical incident that occurred on September 26, 2017 to the Council. He congratulated his staff for a job well done. Mr. White thanked everyone for working so fast to save his life.

City Manager Joyal invited the Fire Department's "B" shift staff up to the podium. He gave an overview to the Council regarding the "B" shift's citation from the New Hampshire Fire and EMS Service Committee. He thanked and recognized all of "B" shift for their service.

6. APPROVAL OF AGENDA

Deputy Mayor Carrier moved to add Item 13.A.11., a Raffle – Dover Shockwave Robotic Corp. He moved to add as Item 13.B.4., Honoring Raymond and Jacqueline Guillemette.

Deputy Mayor Carrier moved to approve the Agenda as amended; seconded by Councilor O'Connor.

Vote: 8/0.

7. PUBLIC HEARINGS

A. CHAPTER 166 VEHICLES AND TRAFFIC – SECTIONS: 16 and 37 **SPONSORED BY MAYOR WESTON BY REQUEST**

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

B. ADOPTION OF ALL VETERAN'S TAX CREDIT **SPONSORED BY MAYOR WESTON AND COUNCILOR O'CONNOR**

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



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C. AMEND FISCAL YEAR 2018 FEE SCHEDULE TO CREATE VETERAN'S DISCOUNT FOR ANNUAL MEMBERSHIP FEES AT CITY RECREATION FACILITIES AND FEE FOR NON-RESIDENT LIBRARY CARDS (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL.)

SPONSORED BY MAYOR WESTON AND COUNCILOR O'CONNOR

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

D. AMENDMENT OF SCHEDULE OF FEES FOR ORCHARD STREET PARKING GARAGE (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL.)

SPONSORED BY MAYOR WESTON BY REQUEST

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

E. ADOPTION OF FISCAL YEAR 2019-2024 CAPITAL IMPROVEMENTS PROGRAM (CITY COUNCIL VOTE TO OCCUR ON DECEMBER 13, 2017)

SPONSORED BY MAYOR WESTON BY REQUEST

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

F. APPROPRIATION FOR FISCAL YEAR 2019 CAPITAL IMPROVEMENTS PROGRAM – NON-DEBT FINANCED PROJECTS

(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(CITY COUNCIL VOTE TO OCCUR ON DECEMBER 13, 2017)

SPONSORED BY MAYOR WESTON BY REQUEST

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

G. APPROPRIATION FOR FISCAL YEAR 2019 CAPITAL IMPROVEMENTS PROGRAM AND AUTHORIZATION FOR BONDING

(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(CITY COUNCIL VOTE TO OCCUR ON DECEMBER 13, 2017)

SPONSORED BY MAYOR WESTON BY REQUEST

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

8. CITIZEN'S FORUM

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

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



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9. CITY MANAGER'S REPORT

City Manager Joyal submitted his report in writing. He also shared with the Council that the new Customer Service Center will be open to the public on November 13, 2017. He spoke about the NH Legislature adoption of House Bill 431, which established a Seacoast Commission on long term goals and requirements for drinking water. He said Dover will have a seat on the Commission and he recommended Community Services Director John Storer to be Dover's representative, and asked the Council for their approval. He spoke about street lights being changed to LED, which also include smart controls to let the City know when a light is out. Deputy Mayor moved to accept the City Manager's Report; seconded by Councilor Greenshields.

Vote: 8/0.

10. APPROVAL OF MINUTES

A. October 25, 2017 – Regular Meeting

Deputy Mayor Carrier moved to approve the Minutes; seconded by Councilor O'Connor.
Vote: 8/0.

11. MAYOR'S REPORT

Mayor Weston referred to her Coffee with the Mayor and Superintendent meeting, and spoke about the concerns she heard about the use of Narcan in the City. She spoke about the importance of Dover Economic Development.
Deputy Mayor Carrier moved to accept the Mayor's Report; seconded by Councilor Thibodeaux.
Vote: 8/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

1. CHAPTER 166 VEHICLES AND TRAFFIC – SECTIONS: 16 and 37 SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Thibodeaux.
Roll Call Vote: 8/0.

B. ORDINANCES IN THE 3rd READING



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
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Meeting Time: **7:00 pm**

C. RESOLUTIONS

1. **ADOPTION OF ALL VETERAN'S TAX CREDIT**

SPONSORED BY MAYOR WESTON AND COUNCILOR O'CONNOR

Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor.
Roll Call Vote: 8/0.

2. **AMEND FISCAL YEAR 2018 FEE SCHEDULE TO CREATE VETERAN'S DISCOUNT FOR ANNUAL MEMBERSHIP FEES AT CITY RECREATION FACILITIES AND FEE FOR NON-RESIDENT LIBRARY CARDS (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL.)**

SPONSORED BY MAYOR WESTON AND COUNCILOR O'CONNOR

Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor.
Roll Call Vote: 8/0.

3. **AMENDMENT OF SCHEDULE OF FEES FOR ORCHARD STREET PARKING GARAGE (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL.)**

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Shanahan.
Roll Call Vote: 8/0.

13. NEW BUSINESS

A. **CONSENT CALENDAR**

1. **B14074 PHASE II - PROFESSIONAL ENGINEERING SERVICES FOR WATER SYSTEMS FACILITY UPGRADES CHANGE ORDER #4**

SPONSORED BY MAYOR WESTON BY REQUEST

2. **B17037 BIRCHWOOD AND KEATING RECONSTRUCTION PROJECT CHANGE ORDER #1**

SPONSORED BY MAYOR WESTON BY REQUEST

3. **B18003 ENTERPRISE BACK UP SOLUTION**

SPONSORED BY MAYOR WESTON BY REQUEST

4. **B18018 NETWORK EQUIPMENT AND SUPPORT SERVICES FOR PUBLIC SAFETY COMMUNICATION SITES**

SPONSORED BY MAYOR WESTON BY REQUEST

5. **B18022 CONSULTING SERVICES FOR ROBERTS RD RECONSTRUCTION**

SPONSORED BY MAYOR WESTON BY REQUEST



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, November 8, 2017**
Meeting Time: **7:00 pm**

6. B18027 SNOW PLOWING AND HAULING

SPONSORED BY MAYOR WESTON BY REQUEST

7. BROADWAY RAILROAD CULVERT DESIGN SERVICES CHANGE ORDER II

SPONSORED BY MAYOR WESTON BY REQUEST

8. PURCHASE OF PUBLIC SAFETY COMMUNICATION EQUIPMENT

SPONSORED BY MAYOR WESTON BY REQUEST

9. PURCHASE OF PROSERIES M METERING PUMP SOLE SOURCE

SPONSORED BY MAYOR WESTON BY REQUEST

**10. APPROVAL OF LAND EXCHANGE AND LOT LINE ADJUSTMENT AGREEMENT
BETWEEN CITY AND LAUREN & DANIEL FONTAINE**

SPONSORED BY MAYOR WESTON BY REQUEST

11. RAFFLE – Dover Shockwave Robotic Corp.

COMMITTEE REPORTS

- | | |
|--|--|
| 1. School Board | 12. Pool Advisory Committee |
| 2. Planning Board | 13. Recreation Advisory Board |
| 3. Appointments Committee | 14. Solid Waste Advisory Commission |
| 4. Arena Commission | 15. Transportation Advisory Commission |
| 5. Arts Commission | 16. Joint Building Committee – Dover High School
and Regional Career Technical Center |
| 6. Energy Commission | 17. Joint Building Committee – Garrison
Elementary School |
| 7. Legislative Liaison | 18. Dover Main Street |
| 8. Library Board of Trustees | 19. Dover's 400 th Anniversary Committee |
| 9. McConnell Center Advisory Committee | |
| 10. Ordinance Committee | |
| 11. Parking Commission | |

Deputy Mayor Carrier moved for the adoption of Consent Calendar; seconded by Councilor O'Connor.

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

Councilor Thibodeaux pulled Item 13.A.7.

Councilor Shanahan pulled Item 13.A.10.

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

Roll Call Vote: 8/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.7.; seconded by Councilor Thibodeaux.

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

Roll Call Vote: 8/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.10.; seconded by Councilor O'Connor.

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

Roll Call Vote: 8/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, November 8, 2017**
Meeting Time: **7:00 pm**

B. RESOLUTIONS

1. 2018-2019 CITY COUNCIL ORIENTATION

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Ciotti.
City Manager Joyal gave an overview of the resolution to the Council.
Councilor Greenshields suggested adding the Schools to the City tour.
Vote: 8/0.

2. RESOLUTION TO SUPPORT EPA BROWNFIELDS REVOLVING LOAN FUND GRANT APPLICATION OF THE STRAFFORD ECONOMIC DEVELOPMENT CORPORATION

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Greenshields.
Assistant City Manager Parker gave an overview of the resolution to the Council.
Vote: 8/0.

3. AMENDMENT OF FISCAL YEAR 2018 SCHEDULE OF FEES CHAPTER 152 SIDEWALKS AND HIGHWAYS

(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL.)

(TO BE REFERRED TO A PUBLIC HEARING ON DECEMBER 13, 2017.)

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved to refer to a public hearing on December 13, 2017;
seconded by Councilor O'Connor.
Vote: 8/0.

4. HONORING RAYMOND AND JACQUELINE GUILLEMETTE

SPONSORED BY MAYOR WESTON

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Ciotti.
Mayor Weston gave an overview of the resolution to the Council.
Vote: 8/0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

Mayor Weston talked about the Veterans Day Ceremony and the dedication of the new Veterans Memorial.

Deputy Mayor Carrier gave an overview on the status of the Dover High School construction.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, November 8, 2017**
Meeting Time: **7:00 pm**

Mayor Weston congratulated the newly elected Councilors and re-elected Councilors. She thanked the City Clerk and her staff for their work to run the election smoothly. Councilor Ciotti asked for election helpers to contact the City Clerk. He recommended that it be put up on the City's website. Mayor Weston asked for clarification on why someone who newly registered to vote on Election Day had 10 days to prove their domicile. City Clerk Lavertu gave an overview of Senate Bill 3 and its impact on registering to vote.

16. ADJOURNMENT

Councilor Greenshields moved to adjourn; seconded by Councilor O'Connor.
Vote: 8/0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2017.10.25 – 155**

Resolution Re: Adoption of FY2019-FY2024 Capital Improvements Plan

WHEREAS: The Capital Improvements Program (CIP) serves as the City's long range planning document for the purchase or construction of capital assets; and

WHEREAS: The CIP anticipates the scheduling and financing over the course of the next six years of individual capital related projects with an estimated annual aggregate cost of \$25,000 or more and useful life of three years or greater; and that

WHEREAS: The CIP is updated annually following review by the Planning Board and adoption by the City Council;

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

The Proposed Capital Improvements Program for Fiscal Year 2019-2024 reflected in the attached document is hereby adopted.

NOTE: This resolution requires a duly advertised 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 – 2017.10.25 – 155**

Resolution Re: Adoption of FY2019-FY2024 Capital Improvements Plan

DOCUMENT HISTORY:

First Reading Date: 10/25/2017

Public Hearing Date: 11/08/2017

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:

This resolution establishes the attached FY2019 through FY2024 Capital Improvements Program.

This resolution only recognizes and adopts a financial and operational planning document for the City's infrastructure and capital assets over the course of the next six years and does NOT authorize or appropriate funding for projects or authorize bonding.

The FY2019 – FY2024 CIP projects and their anticipated schedule for funding are reflected in the attached document.

Capital Improvements Program - FY2019-2024

All Projects

BOLD = New Project		* = Multi Category Project							
UNDERLINED = Change in Schedule		ITALIC = \$ Change		Fiscal Year					Finance
PROJECT DESCRIPTION	2019	2020	2021	2022	2023	2024	Total	Method	
GENERAL GOVERNMENT									
Transfer to Capital Reserve - Infrastructure & Equip	870,000	870,000	870,000	870,000	870,000	870,000	5,220,000	OB	
Transfer to Capital Reserve - Cemetery	125,000	125,000	125,000	125,000	125,000	125,000	750,000	OB	
Public Transit Bus Shelters	25,000						25,000	GR	
Chapel Restoration			600,000				600,000	RF	
City Hall Boiler Replacement			120,000				120,000	RF	
Transportation Center Repairs				30,000			30,000	RF	
City Hall Structural/Safety Improvements				250,000	250,000	250,000	750,000	RF	
Cemetery Improvements						550,000	550,000	RF	
TOTAL GENERAL GOVT.	1,020,000	995,000	1,715,000	1,275,000	1,245,000	1,795,000	8,045,000		
POLICE									
Police Cruiser Replacement Program	128,250	128,250	128,250	128,250	128,250	128,250	769,500	RF	
Records Management/CAD Software Upgrade		273,281					273,281	RF	
TOTAL POLICE	128,250	401,531	128,250	128,250	128,250	128,250	1,042,781		
FIRE & RESCUE									
Ambulance Replacement	240,000		240,000		240,000		720,000	RF	
Command/Staff Vehicle Replacement	55,000				45,000		100,000	RF	
Front Line Vehicle Corosion Repair	47,500			90,000			137,500	RF	
Protective Gear	149,500						149,500	RF	
Central Station Improvements		90,000					90,000	RF	
Video Conferencing		29,000					29,000	RF	
Fire Quint/Pumper Replacement				590,000			590,000	RF	
North End Station Traffic Light Improvements						85,000	85,000	RF	
TOTAL FIRE & RESCUE	492,000	119,000	240,000	680,000	285,000	85,000	1,901,000		
COMMUNITY SERVICES - PUBLIC WORKS									
PW Heavy Equipment	200,000	300,000	300,000	300,000	300,000	300,000	1,700,000	RF	
General Streets Improvements	2,001,482	2,081,541	2,164,803	2,251,395	2,341,451	2,435,109	13,275,781	OB	
General Sidewalk Improvements	108,160	112,486	116,986	121,665	126,532	131,593	717,422	OB	
Bridge Improvements	100,000	120,000	140,000	160,000	180,000	200,000	900,000	OB	
Drainage System Improvements	150,000	150,000	150,000	150,000	150,000	200,000	950,000	OB	
Traffic Signal Upgrades/Traffic Calming	90,000	90,000	90,000	90,000	90,000	90,000	540,000	OB	
Street Reconstruction - Elm/Summer/Belknap	200,000	500,000	2,000,000				2,700,000	DF	
Street Reconstruction - Chestnut/Washington	600,000						600,000	GR/DF	
Central Falls Dam Repairs	100,000	1,000,000					1,100,000	DF	
TIP - Community Trail	400,000						400,000	GR/RF	
Congestion Mitigation Route 108		250,000		1,000,000	250,000		1,500,000	DF	
Street Reconstruction - Atlantic Avenue		1,500,000					1,500,000	DF	
Street Reconstruction - Court/Union/Middle		150,000		1,600,000		2,900,000	4,650,000	DF	
Central Ave Drainage Work*			75,000		750,000		825,000	DF	
Downtown Traffic Efficiency Improvements			750,000		1,000,000		1,750,000	DF	
Street Reconstruction Fifth/Grove Streets*			100,000		750,000		850,000	DF	
Street Reconstruction - Piscataqua Road*			500,000	500,000			1,000,000	DF	
Bridge Replacement - County Farm				200,000	50,000		250,000	DF	
TOTAL COMM SERV - PW	3,949,642	6,254,027	6,386,789	6,373,060	5,987,983	6,256,702	35,208,203		
CULTURE & RECREATION									
Transfer to Capital Reserve - Park/Playground Imprv.	112,500	112,500	112,500	112,500	112,500	112,500	675,000	OB	
Bus Replacement	60,000						60,000	RF/OB	
Indoor Pool Heating System Repairs	40,000	200,000					240,000	RF	
Park Infrastructure Replace/Maintenance		75,000	75,000	75,000	75,000	75,000	375,000	RF	
Indoor Pool Solarium			75,000			250,000	325,000	RF	
Jenny Thompson Pool Water Heating System			50,000				50,000	RF/OB	
Park Improvements - Garrison Hill Park				250,000			250,000	RF	
Arena - Foster Rink Renovations					95,000		95,000	RF	
TOTAL CULTURE & RECREATION	212,500	387,500	312,500	437,500	282,500	437,500	2,070,000		
PUBLIC LIBRARY									
Library Books and Collections	114,152	117,487	120,922	124,460	128,104	131,857	736,982	OB	
Replace Slate Roof					450,000		450,000	DF	
Furnishings						100,000	100,000	OB	
TOTAL PUBLIC LIBRARY	114,152	117,487	120,922	124,460	578,104	231,857	1,286,982		
TOTAL CITY DEPARTMENTS									
	5,916,544	8,274,545	8,903,461	9,018,270	8,506,837	8,934,309	49,553,966		

Capital Improvements Program - FY2019-2024

All Projects

BOLD = New Project			* = Multi Category Project					
UNDERLINED = Change in Schedule			ITALIC = \$ Change					
PROJECT DESCRIPTION	2019	2020	2021	2022	2023	2024	Total	Finance Method
EDUCATION								
Transfer to Capital Reserve - Curriculum	50,000	100,000	50,000	100,000	50,000	100,000	450,000	OB
Transfer to Capital Reserve - Facilities	115,000	50,000	50,000	50,000	50,000	50,000	365,000	OB
Transfer to Capital Reserve - Info. Technology	50,000	50,000	50,000	50,000	50,000	50,000	300,000	OB
Transfer to Capital Reserve - Athletics	20,000	20,000	20,000	20,000	20,000	20,000	120,000	OB
Curriculum Replacement and Upgrade	100,000	100,000	100,000	100,000	100,000	100,000	600,000	OB/RF
Facilities/School Maintenance and Repairs	125,000	125,000	125,000	125,000	125,000	125,000	750,000	OB/RF
Furniture Replacement	25,000	25,000	25,000	25,000	25,000	25,000	150,000	OB
Information Technology Replacement & Upgrade	140,000	146,000	152,000	158,000	164,000	171,000	931,000	OB
Alternative School Roof Replacement	115,000						115,000	RF
Garrison Elementary School Improvements	1,200,000					5,500,000	6,700,000	DF
Comprehensive Facilities/Space Needs Study	50,000						50,000	OB
<u>Middle School - Roof Replacement</u>		525,000			500,000		1,025,000	DF
TOTAL EDUCATION	1,990,000	1,141,000	572,000	628,000	1,084,000	6,141,000	11,556,000	
TOTAL GENERAL FUND	7,906,544	9,415,545	9,475,461	9,646,270	9,590,837	15,075,309	61,109,966	
SPECIAL REVENUE FUNDS								
Building Access Control and CCTV Systems	105,000	50,000	75,000	105,000	50,000	100,000	485,000	SR
SAU Cafeteria Maintenance/Repair/Upgrade	40,000	40,000	40,000	40,000	40,000	40,000	240,000	OB
SAU Light Vehicle Replacement	50,000	50,000	50,000	50,000	50,000	50,000	300,000	OB
SAU Athletic Improvements	30,000	30,000	30,000	30,000	30,000	30,000	180,000	OB
McConnell Center Trim Repairs/Painting		120,000					120,000	OB
<u>Parking Facility - Downtown</u>				8,100,000			8,100,000	DF
TOTAL SPECIAL REVENUE FUNDS	225,000	290,000	195,000	8,325,000	170,000	220,000	9,425,000	
TIF DISTRICT FUNDS								
Street/Utility Extension - Waterfront Parcel			2,000,000				2,000,000	DF
Park Improvements - Maglaras Park				1,000,000			1,000,000	DF
Street Reconstruction Henry Law Ave					1,000,000		1,000,000	DF
TOTAL TIF DISTRICT FUNDS	0	0	2,000,000	1,000,000	1,000,000	0	4,000,000	
COMMUNITY SERVICES - WATER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Water Exploration	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
Water Heavy Equipment Replacement	40,000	40,000	40,000	40,000	40,000	40,000	240,000	RF
Water Light Vehicle Replacement*	15,000	15,000	15,000	15,000	15,000	15,000	90,000	OB
Water Main Replacement - City Wide	100,000	125,000	150,000	150,000	150,000	150,000	825,000	RF
Water Meter Replacement	1,000,000	175,000	175,000	175,000	175,000	175,000	1,875,000	OB/RF
Water Treatment Plant & Well Equipment	75,000	75,000	75,000	75,000	75,000	75,000	450,000	RF
Wellhead Protection	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
Water Main Replacement - Elm Street Area*	100,000		1,000,000				1,100,000	DF
Water Main Replacement - Court St area*		75,000		750,000			825,000	DF
<i>Water Main Replacement - Central Avenue - Lower*</i>			100,000		1,000,000		1,100,000	DF
<i>Water Main Replacement - Central Avenue - Upper*</i>			75,000		750,000		825,000	DF
Water Main Replacement - Fifth/Grove Streets*			125,000				125,000	RF
Water Main Replacement - Littleworth Road			100,000		1,000,000		1,100,000	DF
Water Main Replacement - Piscataqua/Drew Rds*				1,900,000			1,900,000	DF
Water Main Replacement - Urban Core						250,000	250,000	DF
TOTAL WATER FUND	2,030,000	1,205,000	2,555,000	3,805,000	3,905,000	1,405,000	14,905,000	
COMMUNITY SERVICES - SEWER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Inflow/Infiltration Study/Mitigation	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000	RF
Pump Station Equipment Replace-Maint.	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Sewer Heavy Equipment Replacement	40,000	40,000	40,000	40,000	40,000	40,000	240,000	RF
Sewer Light Vehicle Replacement*	15,000	15,000	15,000	15,000	15,000	15,000	90,000	OB
Sewer Main Replacements - City Wide	150,000	150,000	150,000	150,000	150,000	150,000	900,000	RF
Pump Station Upgrade - Varney Brook	2,000,000						2,000,000	DF
Pump Station Upgrade - Cochecho	150,000			1,500,000			1,650,000	DF
Pump Station Master Plan		50,000					50,000	RF
Pump Station Upgrade - River Street Force Main		150,000					150,000	RF
Sewer Jet Truck Replacement*		281,250					281,250	RF
<i>Sewer Inspection Camera</i>			50,000	50,000	50,000		150,000	OB
Sewer Main Replacements - South Central Ave			50,000		500,000		550,000	DF
Pump Station Upgrade - VFD Drive Upgrade				1,000,000			1,000,000	DF
Pump Station Upgrade - Piscataqua						150,000	150,000	OB
TOTAL SEWER FUND	3,230,000	1,561,250	1,180,000	3,630,000	1,630,000	1,230,000	12,461,250	
TOTAL OTHER FUNDS	5,260,000	2,766,250	3,735,000	7,435,000	5,535,000	2,635,000	27,366,250	
TOTAL ALL PROJECTS	13,391,544	12,471,795	15,405,461	26,406,270	16,295,837	17,930,309	101,901,216	



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2017.10.25 – 156**
Resolution Re: **Appropriation For FY2019 Capital Improvements
Program – Non-Debt Financed Projects**

WHEREAS: The City Council desires to make public improvements as listed in the Capital Improvements Program for Year 1 and to finance these improvements with transfers from Reserve Trust Funds and appropriation of existing funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL, THAT:
The following capital outlays are appropriated as part of the FY19 Capital Improvements Program for the purposes so designated and the Finance Director is authorized to transfer the funds from the respective Reserve Funds in the amounts listed.

Item	Description	Appropriation	Funding	Fund
1	Police Cruiser Replacement Program	\$128,250	General Fund Capital Reserve	Trust
2	Fire & Rescue Protective Gear	149,500	General Fund Capital Reserve	Trust
3	Ambulance Replacement	240,000	General Fund Capital Reserve	Trust
4	Fire Command/Staff Vehicle Replacement	55,000	General Fund Capital Reserve	Trust
5	Front Lin Vehicle Corosion Repair	47,500	General Fund Capital Reserve	Trust
6	Public Works Heavy Equipment	200,000	General Fund Capital Reserve	Trust
7	TIP - Community Trail Improvements	80,000	Transportation Improvement Reserve	Trust
8	Recreation Bus Replacement	52,000	Park Improvements Reserve	Trust
9	Indoor Pool Heating System Repairs	240,000	Park Improvements Reserve	Trust
10	Alternative School Roof Replacement	115,000	School Facility Reserve	Trust
11	Curriculum Replacement and Upgrade	50,000	School Curriculum Reserve	Trust
12	Water Exploration	100,000	Water Fund Capital Reserve	Trust
13	Water Heavy Equipment Replacement	40,000	Water Fund Capital Reserve	Trust
14	Water Main Replacement - City Wide	100,000	Water Fund Capital Reserve	Trust
15	Wellhead Protection	100,000	Water Fund Capital Reserve	Trust
16	Water Meter Replacement	825,000	Water Fund Capital Reserve	Trust
17	Water Treatment Plant & Well Equipment	75,000	Water Fund Capital Reserve	Trust
18	Inflow/Infiltration Study/Mitigation	300,000	Sewer Fund Capital Reserve	Trust
19	Sewer Heavy Equipment Replacement	40,000	Sewer Fund Capital Reserve	Trust
20	Sewer Main Replacements - City Wide	150,000	Sewer Fund Capital Reserve	Trust
	Total	<u>\$3,087,250</u>		

Note: This resolution requires a public hearing and a 2/3 majority vote according to C6-6 of the charter.

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#: 12.C.2.

Resolution Number: **R – 2017.10.25 – 156**
Resolution Re: **Appropriation For FY2019 Capital Improvements
Program – Non-Debt Financed Projects**

DOCUMENT HISTORY:

First Reading Date: 10/25/2017	Public Hearing Date: 11/08/2017
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 – 2017.10.25 – 156**
Resolution Re: **Appropriation For FY2019 Capital Improvements
Program – Non-Debt Financed Projects**

RESOLUTION BACKGROUND MATERIAL:

This resolution appropriates reserve trust funds to finance a portion of the FY19 Capital Improvements Program. In addition, it authorizes the transfer of Reserve Trust Fund moneys.

The following table reflects the amount to be appropriated from the various funds and their projected balances as of 6/30/2018:

Description	Proposed Appropriation	Balance 6/30/2018
Trust Reserve Funds CIP		
General Fund Capital Reserve *	\$820,250	\$391,647
Transportation Reserve **	80,000	72,967
Parks Improvements Reserve ***	292,000	168,361
School Facility Reserve	115,000	507,064
School Curriculum Reserve	50,000	100,610
Water Fund Capital Reserve	1,240,000	2,360,925
Sewer Fund Capital Reserve	490,000	615,711
Total	3,087,250	

* The General Fund Capital Reserve will have sufficient funds for the appropriations as a transfer from the General Fund of \$870,000 into the reserve is proposed in the CIP FY 2019-2024 to be budgeted during FY2019 as part of the City's Operating Budget.

** The Transportation Improvement Reserve will have sufficient funds for the appropriations as income into the reserve from the Transportation Fee applied on each Motor Vehicle registrations is estimated to generate \$150,000 during FY2019.

*** The Parks Improvements Reserve will have sufficient funds for the appropriations as a transfer from the General Fund of \$112,500 into the reserve is proposed in the CIP FY2019-2024 to be budgeted during FY2019 as part of the City's Operating Budget. A portion of the appropriations for the Indoor Pool Heating System Repairs will be expended in FY2020 and be funded from the transfer from the General Fund of \$112,500 into the reserve as proposed in the CIP FY2019-2024 to be budgeted during FY2020 as part of the City's Operating Budget.



**CITY OF
DOVER**

CITY OF DOVER - RESOLUTION

Agenda Item #: 12.C.3.

Resolution Number: **R – 2017.10.25 – 157**
Resolution Re: **Appropriation For FY2019 Capital Improvements
Program and Authorization for Bonding**

WHEREAS: The City Council desires to make public improvements and to finance these improvements with the sale of general obligation bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The following capital projects are appropriated with estimated useful lives in excess of the length indicated:

Item #	Description	Proposed		Department	Fund
		Appropriations	Life/Yrs		
1	Street Reconstruction - Elm/Summer/Belknap	\$ 2,700,000	20	Comm Serv - PW	General
2	Street Reconstruction - Chestnut/Washington	300,000	20	Comm Serv - PW	General
3	Central Falls Dam Repairs	1,100,000	20	Comm Serv - PW	General
4	Garrison Elementary School Improvements	1,200,000	20	Education	General
5	Water Main Replacement - Elm Street Area	1,100,000	20	CS- Water	Water
6	Pump Station Upgrade - Varney Brook	2,000,000	15	CS - Sewer	Sewer
7	Pump Station Upgrade - Cochecho	1,650,000	15	CS - Sewer	Sewer
	Total	\$10,050,000			

AND FURTHER BE IT RESOLVED THAT:

To meet the appropriations of this resolution there is authorized, under and pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the issuance and sale of general obligation bonds of the City of Dover in a principal amount equal to the total of the appropriations. The full faith and credit of the City is hereby pledged for the principal and interest on said bonds. The bonds are to be signed by the City Manager and countersigned by the City Treasurer, with the Finance Director and City Treasurer having the discretion of fixing the dates, maturities, denominations, place of payment, interest rate or rates and form, and to provide for the sale of the bonds.

AND FURTHER BE IT RESOLVED THAT:

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover is hereby authorized to participate in the NH Clean Water State Revolving Fund (CWSRF) Program for financing eligible Sewer Fund projects provided CWSRF funding is available; and the City of Dover is hereby authorized to participate in the NH Drinking Water State Revolving Fund (DWSRF) Program for financing the Water Fund projects provided DWSRF funding is available. The City Manager, Finance Director and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH CWSRF and DWSRF Programs and obtain loans through the programs for eligible identified projects.

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



**CITY OF
DOVER**

CITY OF DOVER - RESOLUTION

Agenda Item #: 12.C.3.

Resolution Number: **R – 2017.10.25 – 157**
Resolution Re: **Appropriation For FY2019 Capital Improvements
Program and Authorization for Bonding**

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: 10/25/2017
Approved Date:

Public Hearing Date: 11/08/2017
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.3.

Resolution Number: **R – 2017.10.25 – 157**
Resolution Re: **Appropriation For FY2019 Capital Improvements
Program and Authorization for Bonding**

RESOLUTION BACKGROUND MATERIAL:

This resolution makes appropriations for the projects of the FY2017 Capital Improvements Program financed by debt and authorizes the sale of bonds.

This resolution makes appropriations for projects that are scheduled to be completed over multiple years. The Finance Department requests from all departments with projects to submit cash flow requirements for projects. These cash flow projections are completed to determine the amount by project for the coming bond issuance. Those projects that are not financed or are only partially financed remain as authorized unissued debt and bonded (financed) when the cash need arises.

Debt Authorization versus Debt Retirement

The following table compares the tentative authorization amount to the amount of debt being retired: The Net Sewer reflects the amount retired by user fees (total debt retirement less State aid for principal).

Description	City	School	Water	Sewer	Waterfront TIF	Total
FY2019 Authorization	4,100,000	1,200,000	1,100,000	3,650,000	0	10,050,000
FY2019 Retirement	3,832,184	1,891,205	966,079	1,411,685	300,000	2,677,764
Net Change	267,816	(691,205)	133,921	2,238,315	(300,000)	7,372,236

Legal Debt Limits

The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2017 and this authorization, against the legal debt limits.

Description	City	School	Water	DBIDA-IP	DBIDA-IB	Exempt	Total
Debt Outstanding	32,784,292	88,441,956	9,254,302	0	0	35,056,749	165,537,299
Authorized - Unissued	19,456,494	6,900,000	32,000,000	2,450,000	0	10,121,336	70,927,830
Total Issued & Unissued	52,240,786	95,341,956	41,254,302	2,450,000	0	45,178,085	236,465,129
This Authorization	4,100,000	1,200,000	1,100,000	0	0	3,650,000	10,050,000
Grand Total	56,340,786	96,541,956	42,354,302	2,450,000	0	48,828,085	246,515,129
Legal Debt Limit	97,586,960	227,702,907	325,289,868	4,000,000	NA	NA	
Unused Capacity	41,246,174	131,160,951	282,935,566	1,550,000			
Percent Unused	42.3%	57.6%	87.0%	38.8%			

Notes: Legal debt limits are based on a percent of equalized assessed value. City 3%, School 7%, Water 10%. DBIDA limits are set by special legislation.

IP = Industrial Park projects

IB = Industrial Building projects

Exempt includes Sewer, Special Revenue Funds, TIF District, and Tolend Road Landfill debt.



**CITY OF
DOVER**

CITY OF DOVER - RESOLUTION

Agenda Item #: 12.C.3.

Resolution Number: **R – 2017.10.25 – 157**
Resolution Re: **Appropriation For FY2019 Capital Improvements
Program and Authorization for Bonding**

Multi-Year Projects Proposed Bonding Schedule

The following table summarizes the bonding schedule for the proposed debt authorizations. This table shows that for multi-year projects the issuance of bonds will be done based on cash flow requirements per the projects' proposed segments as presented in the Capital Improvements Program.

Item #	Description	Proposed				
		Appropriations	FY2019	FY2020	FY2021	FY2022
1	Street Reconstruction - Elm/Summer/Belknap	2,700,000	200,000	500,000	2,000,000	
2	Central Falls Dam Repairs	1,100,000	100,000	1,000,000		
3	Water Main Replacement - Elm Street Area	1,100,000	100,000		1,000,000	
4	Pump Station Upgrade - Cochecho	1,650,000	150,000			1,500,000
	Total	6,550,000	550,000	1,500,000	3,000,000	1,500,000

Financial Policy Considerations

The proposed debt authorizations contained in this resolution will result in the following City Council adopted Financial Policies not being adhered to:

- A. Water Fund debt shall not exceed 5% of the State of NH legal limit.
- B. Water Fund debt service for any given fiscal year shall not exceed 40% of the total appropriations for the fund.

Water Fund debt will exceed the 5% policy limit in FY2019 and continue through FY2024 as a result of the funding appropriated for Water System Facilities Upgrade in the FY17 CIP and FY18 CIP. The Water Fund debt service as a percentage of budget is projected to exceed the 40% policy level in FY2019 and continue through FY2024. This is the result of the funding appropriated for Water System Facilities Upgrade.

Rate Impacts

The following tables summarize the change from year to year on the Property Tax Rate and the Utility Rates, net of existing debt service and aid, related to the projects proposed to be bonded in FY19. The top table reflects the impact of the new CIP projects only; the second set reflects the combined impact of the new CIP projects and anticipated debt related to prior year authorizations. The rate changes have been adjusted for any amendments to projects from the proposed CIP.



**CITY OF
DOVER**

CITY OF DOVER - RESOLUTION

Agenda Item #: 12.C.3.

Resolution Number: **R – 2017.10.25 – 157**
 Resolution Re: **Appropriation For FY2019 Capital Improvements
 Program and Authorization for Bonding**

CIP Only					CIP Only				
Net Change in Property Tax Rates					Net Change in Utility Rates				
	2019	2020	2021			2019	2020	2021	
City	0.00	0.05	0.15		Water	0.00	0.01	0.05	
School	0.01	0.04	0.05		Sewer	0.06	0.30	0.29	
Total Change	0.01	0.09	0.20		Total Change	0.06	0.31	0.34	
Est Tax Rate	27.64	27.73	27.93		Est Utility Rate	13.56	13.87	14.21	
% Change City	0.00%	0.48%	1.42%		% Change Water	0.00%	0.20%	1.00%	
% Change School	0.09%	0.34%	0.43%		% Change Sewer	0.70%	3.50%	3.29%	
% Change Total	0.04%	0.33%	0.72%		% Change Total	0.44%	2.29%	2.46%	
Including Prior Year Authorizations					Including Prior Year Authorizations				
Net Change in Property Tax Rates					Net Change in Utility Rates				
	2019	2020	2021			2019	2020	2021	
City	0.28	0.22	(0.06)		Water	1.01	1.24	(0.05)	
School	0.03	0.18	0.01		Sewer	0.24	0.32	(0.13)	
Total Change	0.31	0.40	(0.05)		Total Change	1.25	1.56	(0.18)	
Est Tax Rate	27.94	28.34	28.29		Est Utility Rate	14.11	15.67	15.49	
% Change City	2.66%	2.04%	-0.56%		% Change Water	20.28%	20.70%	-0.80%	
% Change School	0.26%	1.54%	0.08%		% Change Sewer	2.82%	3.65%	-1.47%	
% Change Total	1.12%	1.43%	-0.18%		% Change Total	9.26%	10.58%	-1.20%	
Rate per \$1,000 of Assessed Value					Rate per 100 Cubic Feet of Water Consumption				

The table below reflects the net change from year to year, and the total change after 3 years, for an average single family home for taxes and user fees, based on the FY17 estimated assessed value at \$277,479 with 75 HCF of average water usage.

Impact to Average Single Family Home				
				Change
				After
Description	Yr1	Yr2	Yr3	3 Years
CIP Only				
Property Tax	3	25	55	83
Water Fees	-	1	4	5
Sewer Fees	5	23	26	53
Total Avg SFH Impact	7	49	85	141
Including PY Authorizations				
Property Tax	86	111	(14)	183
Water Fees	76	93	(4)	165
Sewer Fees	18	117	(14)	122
Total Avg SFH Impact	180	321	(31)	470



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.4.

Resolution Number: **R – 2017.11.08 – 170**
Resolution Re: **Amendment of FY 2018 Schedule of Fees Chapter 152
Sidewalks and Highways**

WHEREAS: The City Council voted on Ordinance 2017.09.13-006 to replace Chapter 152 Streets and Sidewalks in its entirety with Chapter 152 Sidewalks and Highways; and

WHEREAS: Chapter 152 now includes certain fees in Sections 152-8, 152-9, 152-15, 152-20 and 152-21, as well as a violation and penalties provision applicable to the entire Chapter.

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

That the City Council authorizes changes to the approved FY 2018 Schedule of Fees for Community Services fees to add rates effective January 1, 2018, as follows:

APPLICATION PERMIT

FY18 PROPOSED FEE

Permit Required to Work in Public Roads and Sidewalks (Chapter 152-8)	\$200.00
Permit Required to Obstruct or Encumber Public Road or Sidewalk (Chapter 152-9)	\$100.00
Permit Required to Move Buildings Through Public Roads (Chapter 152-15)	\$250.00
Permit required to operate outdoor seating area on a sidewalk (Chapter 152-20)	\$ 50.00
Permit required for installation of groundwater monitoring well (Chapter 152-21)	\$100.00

STREET PAVEMENT DAMAGE

FY18 PROPOSED FEE

\$7.00 per square foot

SIDEWALK PAVEMENT DAMAGE

\$3.50 per square foot

Chapter 152-8

PENALTIES

FY18 PROPOSED FEE

Chapter 152-32

\$250.00 for first violation

\$500.00 for second violation

\$1,000.00 for each successive violation

Each day to be a separate offense

NEEDS A PUBLIC HEARING AND 2/3 MAJORITY VOTE OF COUNCIL

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.4.

Resolution Number: **R – 2017.11.08 – 170**
Resolution Re: **Amendment of FY 2018 Schedule of Fees Chapter 152
Sidewalks and Highways**

DOCUMENT HISTORY:

First Reading Date: 11/08/2017	Public Hearing Date: 12/13/2017
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:

On October 25, 2017, the City Council approved Ordinance 2017.09.13-006 to enact Chapter 152 Sidewalks and Highways which now includes certain fees in Sections 152-8, 152-9, 152-15, 152-20 and 152-21, as well as a violation and penalties provision applicable to the entire Chapter. This resolution establishes those fees and penalties in the City Council's Schedule of Fees.



**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: New Hampshire Soap Box Derby, Inc
Federal Tax ID number for Organization: 02-0374130

Check (☒) Nature of Organization:

Religious____, Educational____, Charitable____, Civic____, Sports ☒, Veterans____, Fraternal or Political____, Other____
(Describe) Gravity powered car race for children ages 7 to 20

Contact Person: Richard Behan Day Time Telephone: 603-953-3086

Address: 118 Grove Street Dover NH 03820 Email: rabehan54@hotmail.com

Purpose of Permit: conduct 75th annual soap box derby state championship race

Date of Event: June 3 2018 Specific Time: 8:00 AM to 4:00 PM

Location of Event: Broadway [Oak Street intersection to 50 feet beyond Florence Street]

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

Prize (s) To Be Awarded: _____

Cost of Ticket: _____ Date of Drawing: _____

Place of Drawing: _____

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

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

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

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

Block Party Location (attach map if more than one street is affected): Broadway (Oak to Hill)

Police Department Block Party Approval Signature: _____

Printed Name: Sgt. Marn Speidel, Traffic Bureau DPD

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: Richard Behan DATE: 11-27-2017
(duly authorized)

PRINTED NAME: Richard Behan

Licensing Board Approval [Signature] Date: 11/30/17

Subject: RE: NH Soap Box Derby - June 2018

Date: Friday, November 3, 2017 at 2:11:04 PM Eastern Daylight Time

From: Speidel, Marn

To: Richard Behan

Mr. Behan,

Thank you for your message. I am not aware of any conflict with June 3, 2018.

Here is a link to the permit application (Block Party):

<http://www.dover.nh.gov/Assets/government/city-operations/1form/finance/city-clerk-tax-collection/Application%20raffle.pdf>

You may submit this to the City Clerk's office, or you can return it directly to me if that's easier.

Respectfully,

Marn Speidel

Sgt. Marn E. Speidel
Traffic Bureau
Dover Police Department
46 Chestnut Street
Dover, NH 03820
(603) 742-4646
E-mail: m.speidel@dover.nh.gov

From: Richard Behan [mailto:rabejan54@hotmail.com]

Sent: Friday, November 03, 2017 12:21 PM

To: Speidel, Marn <M.Speidel@dover.nh.gov>

Subject: NH Soap Box Derby - June 2018

Hello Sgt. Speidel,

The New Hampshire Soap Box Derby organization will be holding our 75th annual state championship race in 2018. We have been very pleased in how the Broadway location has worked out for our Derby race and would like to continue to use the same location for 2018. We are considering the date of Sunday June 3 for our 2018 race. Could you please let us know if you are aware of any events or circumstances which would prevent that date from being chosen for our race. Could you also please forward to me the appropriate form to request our use of Broadway for our event.

As what was done for our June 2017 race we would be happy to assist Dover Police by distributing mail flyers to the affected area residences before our event.

Thank you again for your assistance in working to continue this long standing event.

Regards,

Richard Behan

NH Soap Box Derby - Race Director

118 Grove Street

Dover NH 03820



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: First Parish Church

Federal Tax ID number for Organization: 02-0240160

Check(☒) Nature of Organization:

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

Name/Description of Event (if applicable): Cocheco Challenge Half Marathon

Contact Person: Lesley Hocking Day Time Telephone: 603-842-9023

Address: 7 Browning Dr Email lesleyjulia2@yahoo.com

Date of Event: 9/1/2018 Specific Time: 9:00

Location of Event (if parade, attach course description or map): see attached

*****PARADE PERMITS*****

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

Police Department Parade Route Approval Signature: [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: [Signature] DATE: 11/16/17

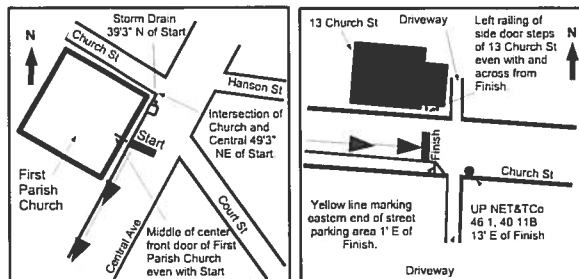
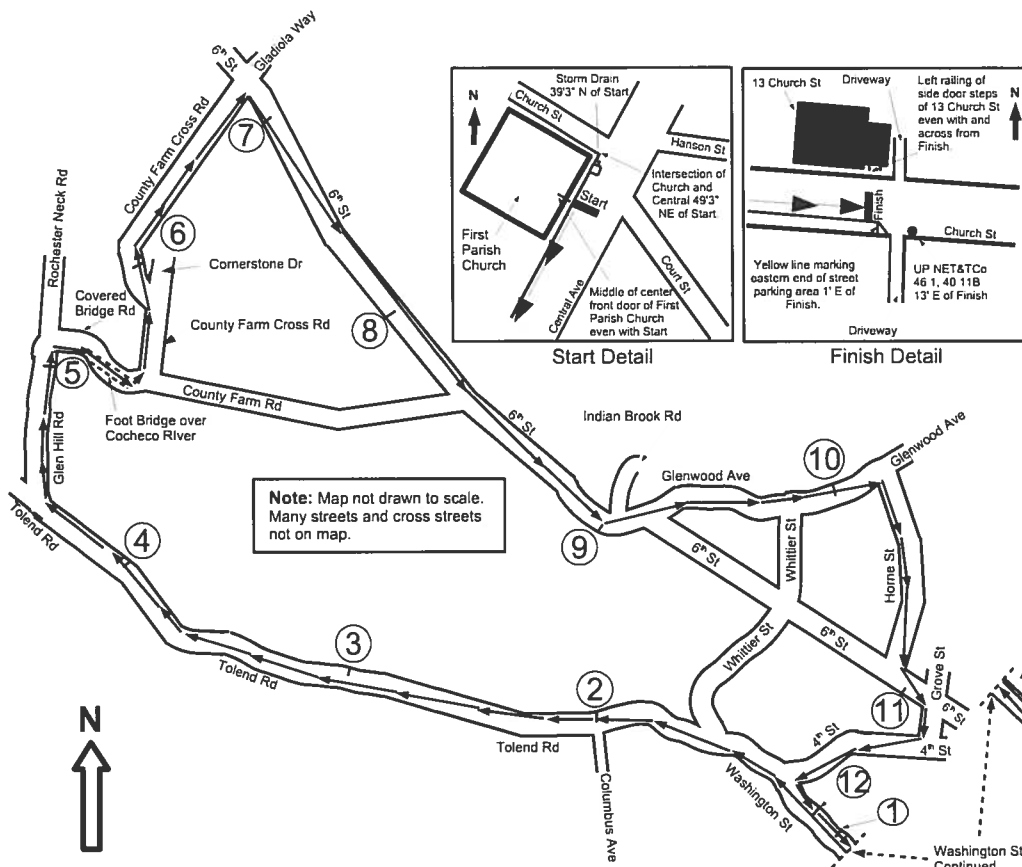
(duly authorized)
PRINTED NAME: Lesley Hocking

Licensing Board Approval [Signature] Date: 11/30/17

1/2015

Cocheco Challenge Half Marathon

Dover, New Hampshire



Start, Finish and all mile markers marked with P-K Nails and white paint (UP = Utility Pole).

Start: On northwest side of Central Ave even with center of the middle front door of the First Parish Church at 218 Central Ave in Dover, 39'3" S of a storm drain & 49'3" S of intersection of Church St & Central.

Mile 1: On northeast side of Washington St about 3' NW of the middle of the driveway for 331 Washington St.

Mile 2: On north side of Tolend Rd even with the end of the double yellow center line on Columbus Ave on opposite side, and 4'3" W of west edge of the house at 95 Tolend Rd.

Mile 3: On north side of Tolend Rd 38' W of mailbox for 311 Tolend on same side.

Mile 4: On northeast side of Tolend Rd 40' SE of mailbox for 519 Tolend, and 41' S of UP PSNH 4 166X, V/Z 139 1/4.

Mile 5: On east side of Glen Hill Rd 16' S of Red Fire Hydrant on opposite side, and about 149' S of intersection of Covered Bridge Ln & Glen Hill.

Mile 6: On east side of County Farm Cross Rd opposite the south edge of the driveway for 161 County Farm Cross Rd on opposite side.

Mile 7: On southwest side of 6th St 6'5" SE of UP 3 NET&TCO 5 4 3 on same side.

Mile 8: On southwest side of 6th St 117'6" SE of mailbox for 476 6th St, and 25'10" NW of UP PSNH 58 10, V/Z 20710.

Mile 9: Marked on south side of 6th St 87'2" W of red Fire Hydrant on same side.

Mile 10: On north side of Glenwood Ave 19'3" W of red Fire Hydrant on same side and opposite the yard for 32 Glenwood.

Mile 11: On southwest side of 6th St 9'1" NW of UP 16 NET&TCO 5 7 on same side, and about 70' NW of Station Dr intersection.

Mile 12: On northeast side of Washington St in front of 345 Washington on same side, and 58'5" NW of Storm Drain on same side.

Mile 13: On north side of Nelson St even with the west side of 11 Nelson St on same side.

Finish: On the south side of Church St even with and across the street from the left railing of the side door steps of 13 Church St, 1' W of yellow line marking the eastern end of the street parking area on the south side of Church, & 13' W of UP NET&TCO 46 1, 40 11B on same side.

Measured June 19, 2014
By Bob Kennedy & Reavo Kennedy
Oyster River Running Company
osprey02554@yahoo.com
508-577-4105



**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: Saint Mary Academy

Federal Tax ID number for Organization: 02-0342967

Check (☒) Nature of Organization:

Religious ☒, Educational _____, Charitable _____, Civic _____, Sports _____, Veterans _____, Fraternal or Political _____, Other _____
(Describe) School

Contact Person: Brian Wagner

Day Time Telephone: 414-828-7389

Address: 222 Central Ave

Email brwagner3455@gmail.com

Purpose of Permit: Crabapple Tournament

Date of Event: Jan 19, 2018

Specific Time: 6:00 PM - 10:00 PM

Location of Event: SMA GYM

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

Prize (s) To Be Awarded: Gift card

Cost of Ticket: \$20.00

Date of Drawing: JAN 19, 2018

Place of Drawing: SMA GYM

* 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 be expedited. Information on these requirements may be found at

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

*****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: Brian R. Wagner DATE: 11-30-17

PRINTED NAME: Brian R. Wagner
(duly authorized)

Licensing Board Approval _____

Date: 12/6/17



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

Check(☒) the type of application:

PARADE** _____, ROAD TOLL*** _____, Road Race ☒

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

Organization Name: Zebra Crossings - Moms On The Run
Federal Tax ID number for Organization: 80-0456257

Check(☒) Nature of Organization:

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

Name/Description of Event (if applicable): Moms On The Run 5K

Contact Person: Astrid Wielens Day Time Telephone: 603-312-2052 x1

Address: 61 Locust St Email: astrid@zebra-crossings.org

Date of Event: 05/13/18 Specific Time: 9:00 am

Location of Event (if parade, attach course description or map): Dover High School

*******PARADE PERMITS*******

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

Police Department Parade Route Approval Signature: _____

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

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

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

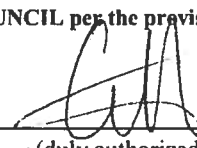
Road Toll Location: _____

Police Department Road Toll Approval Signature: _____

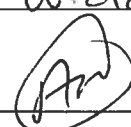
Printed Name: _____

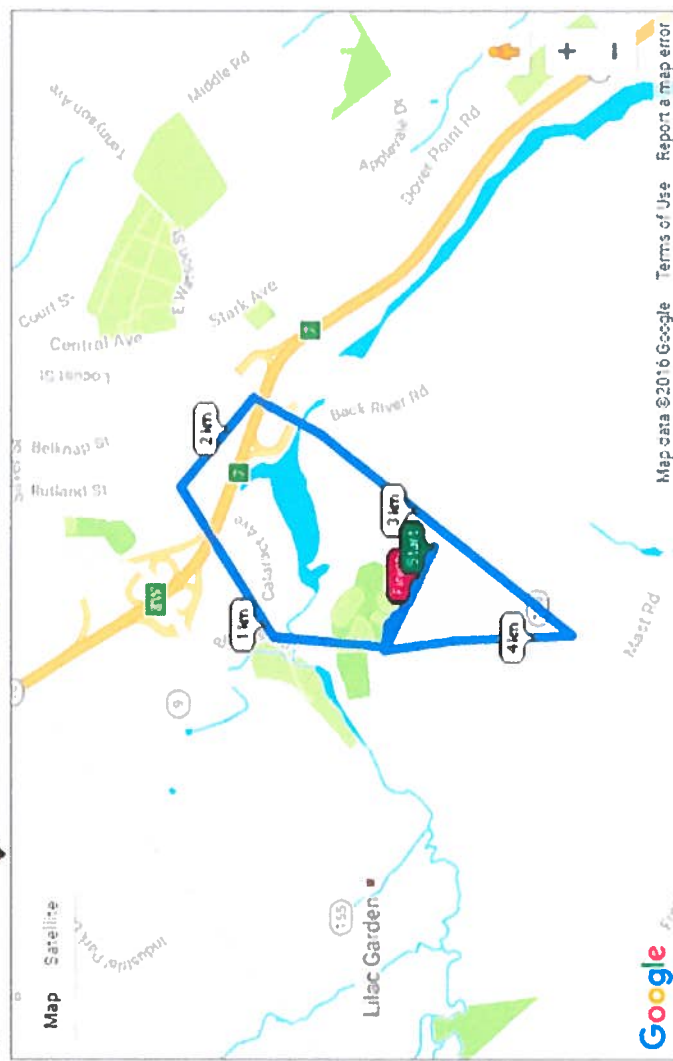
Unless expressly waived in writing by the Licensing Board, the Organization agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, and/or damages arising out of the event, and to name the City of Dover as an additional insured on its general liability insurance policy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

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

SIGNATURE OF APPLICANT:  DATE: 11/10/17

PRINTED NAME: Astrid Wielens (duly authorized)

Licensing Board Approval  Date: 11/30/17



Map data ©2016 Google Terms of Use Report a map error
Added by Nicole Kurr on 1/12/2007
DISCLAIMER: USATF and the author of this route make no warranties as to the conditions, safety, distance accuracy, or suitability for running of this route. Run at your own risk!

Reviews

Be the first to write a review of this route!

Write your own review and rate this route

Author:	
Route rating:	unrated
Review:	School on Alumni Drive and continue: Right onto Bellamy Road, Right onto Cataract Ave, Right onto Rutland St, Right onto Rte. 108, Right onto Bellamy Road, Right onto Alumni Drive



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R - 2017.12.13 – 172**
Resolution Re: B17003 Heating, Ventilation, and Air Conditioning
Equipment Maintenance / Repair Service Automation
Controls Upgrades

WHEREAS: Sealed (RPF) Request for Proposal #B17003 was solicited and received on January 25, 2017 @ 11:00am for (HVAC) Heating, Ventilation and Air Conditioning equipment maintenance and repair services for a locked in two-year agreement with the option to renew an additional three, one year terms, at mutually agreed upon rates. The RFP also requested hourly labor rates and parts supply discounts for services and materials outside the scope of work outlined in the proposal as well as costs for building automated controls maintenance; and

WHEREAS: The proposal that the committee deemed most advantageous to the city was submitted by the current vendor Siemens Industry, Inc. The City Council approved award of the preventative maintenance portion of the RFP via resolution [R-2017.03.08.-012](#). The city has since negotiated a scope of work for Siemens to upgrade the Automation Controls for various buildings within the city in an amount not to exceed \$51,420.00. The existing software has been utilized since 1998 and is nearing its end of life. The city will be migrating to the Desigo CC Workstation software and is compatible with our existing hardware, thereby eliminating the need to replace field end devices or wiring.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Siemens Industry, Inc of Scarborough ME for Automation Controls Upgrades in the amount not to exceed \$51,420.00. 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
6100.1.550.49200.4745.09100.97	Dovernet Energy Manangement	103,250	25,000
1000.1.300.43180.4431.00000.00	Building Maintentence	112,778	99,703

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R - 2017.12.13 – 172**
Resolution Re: B17003 Heating, Ventilation, and Air Conditioning
Equipment Maintenance / Repair Service Automation
Controls Upgrades

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#: 13.A.5.

Resolution Number: **R - 2017.12.13 – 172**
Resolution Re: B17003 Heating, Ventilation, and Air Conditioning
Equipment Maintenance / Repair Service Automation
Controls Upgrades

RESOLUTION BACKGROUND MATERIAL:

An inventory list was compiled as a result a request for bid for a consultant to inventory all city HVAC equipment and was used to generate a request for proposal for the maintenance and repair services of the HVAC equipment within the city. The City of Dover has utilized Siemens Building Technologies for its HVAC equipment maintenance and repairs since 1997.

During the contract period, Siemens has provided building automation software which the City continues to utilize to this day. This Insight Systems has reached its potential and is nearing end of life. The city has found it more advantageous to enter into an agreement to migrate to a new state of the art building automation system called Desigo CC Workstation (same system being installed at the schools).

Bid Information:

Sealed Request for Proposal #B17003 was solicited and received on January 25, 2017 @ 11:00am.

Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	109	Number of Responses:	1
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until complete	Estimated Delivery:	As needed
Recommended Award to:	Siemens Industries Inc	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B17003 Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2017.12.13 – 173**

Resolution Re: B18011 Paddlesport Dock @ Cochecho River

WHEREAS: A Sealed Request for Bid B18011 was issued and received for construction of a Paddlesport Dock on the Cochecho River on October 26, 2017 at 2:00pm; and

WHEREAS: A prebid site visit was conducted on October 11, 2017 at 1:00. Four vendors submitted pricing and the low bid meeting specifications was submitted by The Dock Doctors of Ferrisburgh VT in the amount of \$149,000.00.

WHEREAS: It is the recommendation to award to The Dock Doctors in the amount not to exceed \$149,000.00

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to The Dock Doctors of Ferrisburgh VT for the materials and labor to construct the Paddlesport Dock on the Cochecho River at rates provided in conjunction with Bid B18011. 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
2350.1.350.45220.4339.05207.16	Cochecho Riverfront Park	150,000.00	150,000.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2017.12.13 – 173**

Resolution Re: B18011 Paddlesport Dock @ Cochecho River

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#: 13.A.6.

Resolution Number: **R – 2017.12.13 – 173**

Resolution Re: B18011 Paddlesport Dock @ Cochecho River

RESOLUTION BACKGROUND MATERIAL:

The City of Dover is requesting qualified vendors to submit pricing for the construction of a Paddlesport Dock on the Cochecho River Waterfront. Qualified vendor shall possess knowledge of Land & Water Conservation Fund Grant rules and procedures as well as marine construction. Federal Labor Standards and Davis Bacon Wages apply to this project.

Bid Information:

A Sealed Request for Bid B18011 was issued and received for construction of a Paddlesport Dock on the Cochecho River on October 26, 2017 at 2:00 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:	289	Number of Responses:	4
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	April 30, 2018	Estimated Delivery:	As needed
Recommended Award to:	The Dock Doctor	Fund:	Grant
Other Approvals Required:	Yes State of NH	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7

Resolution Number: **R – 2017.12.13 – 174**

Resolution Re: B18015 Design Services for Varney Brook Pump Station

WHEREAS: A Sealed (RFQ) Request for Qualifications B18015 was issued and received for Professional Design Services for Upgrades to the Varney Brook Pump Station on September 14, 2017 at 2:00 pm; and

WHEREAS: Three vendors submitted qualification packets which were reviewed and evaluated by city personnel. The top ranking firm of Wright-Pierce was selected to provide a scope of work and cost proposal in the amount of \$261,019.00 to include evaluation, surveying, preliminary design and final design. Proposal has been submitted and approved by the State of New Hampshire Department of Environmental Services.

WHEREAS: To be eligible for State of NH funding through the State Revolving Loan Fund, the City followed the RFQ guidelines set by the state for professional engineering services.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Wright-Pierce of Portsmouth NH for professional design services for improvements to the Varney Brook Pump Station in the amount of \$261,019.00. 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
5320.1.300.43250.4757.04542.16	Varney brook Pump Station Upgrades	1,001,197.74	1,000,547.74

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7

Resolution Number: **R – 2017.12.13 – 174**

Resolution Re: B18015 Design Services for Varney Brook Pump Station

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#: 13.A.7

Resolution Number: **R – 2017.12.13 – 174**

Resolution Re: B18015 Design Services for Varney Brook Pump Station

RESOLUTION BACKGROUND MATERIAL:

The Varney Brook Pump Station Upgrade scope of work shall include, but not be limited to, the following:

- Preliminary Design consisting of a comprehensive building system evaluation, influent screening system evaluation, grit removal evaluation, and build-out evaluation for the Varney Brook sewer shed to confirm design flows;
- Preliminary Design documents shall consist of a Preliminary Design Report, including final design criteria, preliminary drawings and outline specifications for the process equipment;
- Prepare 90% completion Plans, Contract Documents, and cost estimates; and
- Prepare 100% final bidding Plans, Contract Documents, and cost estimates.

Bid Information:

A Sealed Request for Qualifications B18015 was issued and received for Professional Design Services for Upgrades to the Varney Brook Pump Station on September 14, 2017 at 2:00 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:	330	Number of Responses:	3
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until complete	Estimated Delivery:	2018
Recommended Award to:	Wright-Pierce	Fund:	CIP
Other Approvals Required:	Yes State NH	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

[Vendor Solicitation List and Bid Results](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R - 2017.12.13 – 175**

Resolution Re: Purchase of 2018 Model Year Vehicles - State of NH Bid

- WHEREAS: The sealed Request for Bid #2017-18 was solicited by the State of New Hampshire in August 2017 for pricing of various 2018 model year vehicles; and
- WHEREAS: The City would like to make purchases off this State bid utilizing the low bid pricing for various vehicles including any adjustment costs to include additional options/trim levels as deemed necessary, using available appropriations; and
- WHEREAS: 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.

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 for the purchase of various 2018 vehicles at costs that correspond with rates provided in State of New Hampshire bid #2017-18. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
1009.1.210.42120.4742.00000.97	Police Light Vehicles	7,186.00	7,186.00
4015.1.210.42120.4742.02152.15	Police Light Vehicles	15.00	15.00
4017.1.210.42120.4742.02152.17	Police Light Vehicles	28.00	28.00
4018.1.210.42120.4742.02152.18	CIP Light Vehicles	128,250.00	128,250.00
3216.1.210.42160.4742.00000.00	Police Special Details Light Vehicles	20,754.15	20,754.15

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R - 2017.12.13 – 175**

Resolution Re: Purchase of 2018 Model Year Vehicles - State of NH Bid

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#: 13.A.8.

Resolution Number: **R - 2017.12.13 – 175**

Resolution Re: Purchase of 2018 Model Year Vehicles - State of NH Bid

RESOLUTION BACKGROUND MATERIAL:

The sealed Request for Bid 2017-18 was solicited by the State of NH in August 2017 for pricing of various 2018 model year vehicles. The City would like to make purchases off this State bid utilizing the low bid pricing for various vehicles including any options deemed necessary and using available appropriations.

At this time the City would like to purchase the following vehicles utilizing low bid pricing:

2018 Ford Police Interceptor Patrol AWD Utility base amounts of \$27,163 plus options of \$1,755 totaling \$28,918 each - total for Five (5) Interceptors is \$144,590.00 with Grappone Ford.

Bid Information:

State of NH bid 2017-18. 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.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until received	Estimated Delivery:	As needed
Recommended Award to:	Various vendors	Fund:	CIP
Other Approvals Required:	Approved by State NH	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval

State of NH Bid Results



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2017.12.13 – 176**
Resolution Re: Dover Pudding Hill Aquifer Change Order #3 - Emery & Garrett Groundwater Investigations LLC

- WHEREAS: Emery and Garrett Groundwater Investigations LLC Inc (EGGI) was the awarded firm through [Sealed Bid B13043](#) for hydrogeological consulting services exploration and development of replacement groundwater supply; and
- WHEREAS: City Council awarded a scope of work at costs totaling \$378,830 to EGGI for the development of artificial recharge basins at the Dover Pudding Hill Aquifer via resolution [R-2016.09.28-127](#). EGGI had submitted Change Order #1 for extending the Artificial Recharge Pilot Study for an additional month at a cost of \$48,850.00 which was approved via resolution [R-2017.04.12-037](#) EGGI had submitted Change Order #2 for extending the Artificial Recharge Pilot Study for an additional month at a cost of \$48,850.00 which was approved via resolution [R-2017.08.09-098](#); and
- WHEREAS: EGGI has now submitted Change Order #3 for Temperature and Sampling Survey of the Bellamy River, additional groundwater sampling at 15 wells, and meeting attendances at a cost of \$124,500.00. Schnitzer Steel (New England Metal Recycling) has committed to reimbursing the City for 100% of these costs; and
- WHEREAS: Dover purchasing Code 3-36 B: the competitive bid procedure may be waived by a majority vote of the City Council.

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

The Purchasing Agent is hereby authorized to issue a Change Order to Emery and Garrett Groundwater Investigations LLC for the extended services listed in change order #3 in the amount not to exceed \$124,500.00. The City Manager, or designee, is hereby authorized to finalize and enter into an agreement with the vendors, 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
5300.1.300.43320.4757.03592.18	CS Water Pudding Hill Aquifer	124,500.00	124,500.00

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#: 13.A.9.

Resolution Number: **R – 2017.12.13 – 176**
Resolution Re: Dover Pudding Hill Aquifer Change Order #3 - Emery & Garrett Groundwater Investigations LLC

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#: 13.A.9.

Resolution Number: **R – 2017.12.13 – 176**

Resolution Re: Dover Pudding Hill Aquifer Change Order #3 - Emery & Garrett Groundwater Investigations LLC

RESOLUTION BACKGROUND MATERIAL:

At a meeting with NHDES, the State declared the development of artificial recharge basins was not eligible for funding under the terms of the MTBE settlement. The City had reached out to Schnitzer Steel to request their agreement to pay the cost to develop the artificial recharge system as it is needed to insure contaminants from their site do not reach the new replacement well in the future.

Scope	Original	C/O 1	C/O 2	C/O 3	Total
Task I: Develop scope & fee schedule	\$ 6,570				\$ 6,570
Task II: Design & Construction of temporary recharge basins	\$117,610	\$ 6,000			\$123,610
Task III: Design & construction of temporary artificial recharge-discharge system	\$ 40,350	\$ 20,500			\$ 60,850
Task IV: Application for temporary groundwater discharge permit	\$ 11,185				\$ 11,185
Task V: Installation of water quality monitoring wells and purchase of pumps	\$103,845				\$103,845
Task VI: Pilot testing of artificial recharge system	\$ 71,005	\$ 55,500	\$48,850		\$175,355
Task VII: Application for permanent ground water discharge permit	\$ 13,315	\$ 4,500			\$ 17,815
Task VIII: Other- meetings & public hearings	\$ 14,950	\$ 7,000		\$ 12,500	\$ 34,450
Task IX: Other PDC Sampling		\$ 48,000			\$ 48,000
Task X: Bellamy River Sampling				\$ 24,000	\$ 24,000
Task XI: Additional Groundwater 15 wells				\$ 87,500	\$ 87,500
Total Costs	\$378,830	\$141,500	\$48,850	\$124,000	\$693,180

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Complete	Estimated Delivery:	As needed
Recommended Award	Emery & Garrett Inc	Fund:	CIP
Previously Worked for City:	Yes	Reason for Council Approval:	Waive Bidding

Emery & Garrett Groundwater Investigations, LLC

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

(603) 279-4425

www.eggi.com

Fax (603) 279-8717

November 16, 2017

Mr. Dean Peschel
City of Dover
Community Services
271 Mast Road
Dover, NH 03820

**RE: Dover Pudding Hill Artificial Recharge - PFAS Sampling
Proposal No. 2144**

Hi Dean,

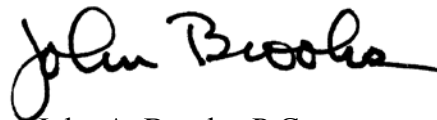
As a follow-up to our recent meeting with Scott Sloan from Schnitzer Steel Industries and Anne Sheehan from Sanborn Head & Associates, Jamie submitted the attached proposal to Scott Sloan for conducting tasks outlined at the meeting.

Scott has given a verbal approval for the proposed work scope and prices outlined in the on the following page. In addition, he has approved moving ahead with the first sampling round on November 20th and 21st, as requested by Anne Sheehan.

Assuming that the work tasks outlined below meet your approval, would you please forward this proposal to Ann Legere in order to complete a MOU for the work between the City of Dover and Schnitzer Steel Industries.

Let me know if you have any questions regarding the work scope. Thank you for your help in this matter.

Best regards,

A handwritten signature in black ink that reads "John Brooks". The signature is fluid and cursive, with the first name "John" and last name "Brooks" clearly distinguishable.

John A. Brooks, P.G.
Senior Geologist/Vice President

**DOVER PUDDING HILL AQUIFER – PFAS SAMPLING
PROPOSED WORK SCOPE AND COSTS**

Task 1 – Temperature and Sampling Survey of the Bellamy River

Conduct a temperature and PFAS sampling program along the Bellamy River. This would include collecting temperature data along a 2,000-2,500 foot section of the River. We would start out by taking a temperature measurement every 100 feet. When we find changes in the River temperatures, we would collect significantly more detailed temperature data. The spacing of the temperature data will be defined by the result of the survey. At those locations where the temperature changes, we will also collect a PFAS sample for analyses in accordance with the EPA 537 modified method. We intend to try to do these temperature profiles on colder dark days so that sunlight does not impact the temperature of the River water. Based upon our finding, and at those locations where it makes sense, we intend to install a piezometer in the side wall of the River to be used for PFAS sample collection. Estimated costs for the temperature survey, PFAS sampling, and installation of up to 4 piezometers. (At this point we are unsure how many PFAS samples will be taken, but believe that this estimated cost is reasonable for this task to be successfully completed.)\$24,500

Task 2 – Conduct Additional Groundwater Sampling Program in 15 Wells (Including 2 Production Wells) - 5 Events Over the Next Year

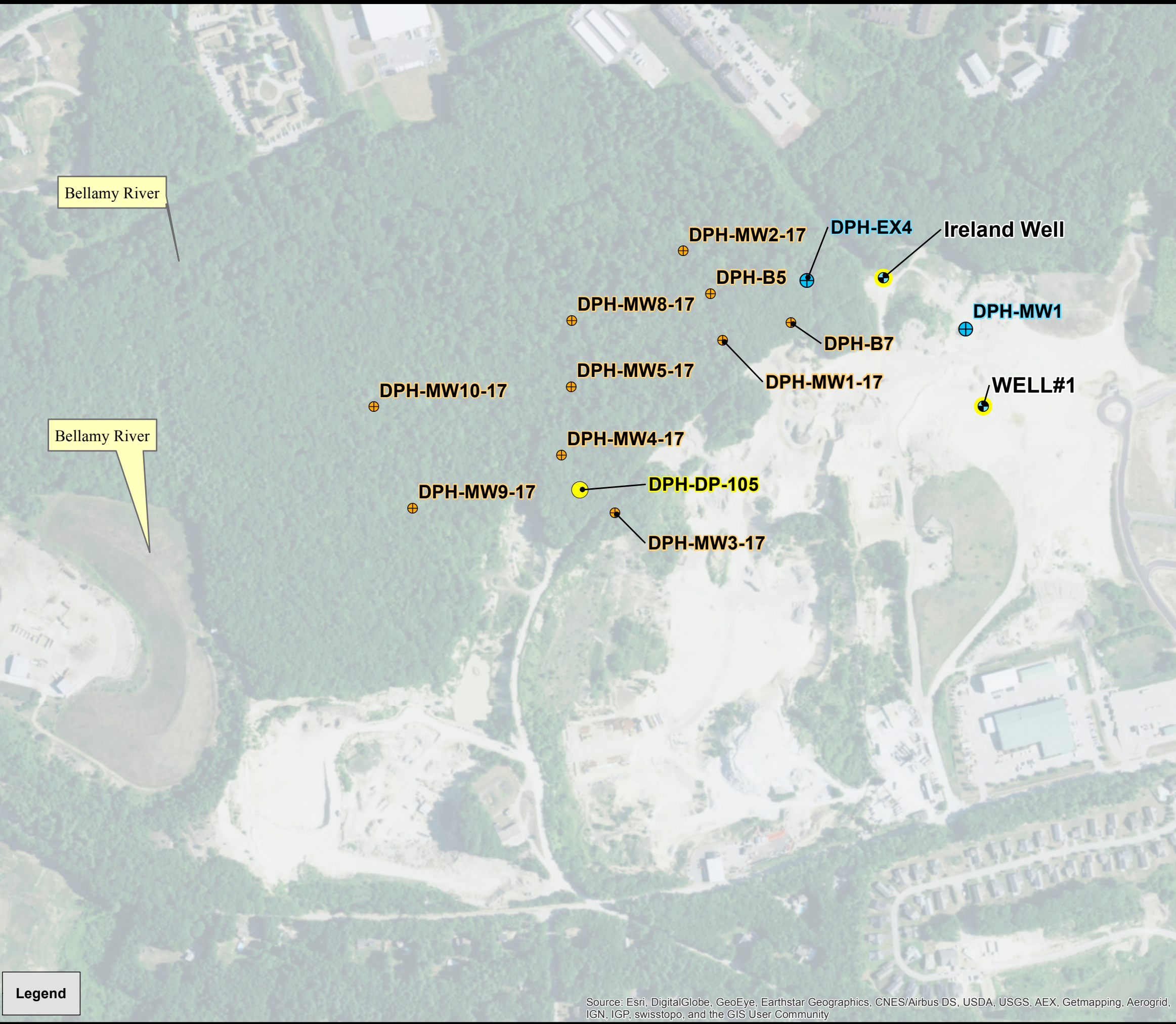
Carry out additional groundwater sampling at 15 well sites as shown on the attached map/Figure. As you are aware, it has been determined that at this point monitoring of the wells is going to be the first "next" step in assessing the potential long-term impacts of PFAS and 1,4-Dioxane on the Ireland and new Pudding Hill Aquifer (DPH#1) Production wells. The planned continuation of this monitoring (to be compatible with the work being performed by Sanborn and Head) will occur in the months of November 2017, February 2018 (possibly first week of March 2018), April 2018, July 2018, and November 2018. We anticipate sampling each well and analyzing for the following monitoring wells for 16 PFAS parameters using EPA 537 modified method, VOCs (method 8260C NH), and 1,4-Dioxane (method 8260B SIM). The estimated cost for all of the laboratory work, shipping and delivery fees, labor associated with sample collection, and the preparation of reports\$87,500

Task 3 – Meetings

It will be necessary for EGGI to meet periodically with the City of Dover, NHDES, Sanborn and Head, and Schnitzer Steel Industries to review, evaluate, and assess varying results of our efforts in protecting the City of Dover's public groundwater supply. So far, as you know, this effort has been viewed as extremely favorable/successful and all parties have worked very well together in keeping everyone informed. We believe that this needs to continue forward. It is always hard to estimate costs for meetings, but we believe that \$12,500 should be retained for meetings until this is fully expended, at which point EGGI will request that additional funds be provided.....\$12,500

ESTIMATED TOTAL COST..... \$124,500

Document Path: C:\nh\DPHPH7_ArtificialRecharge\GIS\DPH_Fig_monisites_SchnitzerProposal.mxd



Legend

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

FIGURE 1

Monitoring Sites for Continuing the
Measurment of VOCs, 1,4-Dioxane,
and PFAS

Pudding Hill Aquifer
Dover, New Hampshire

Legend

-  Dover Pudding Hill Production Well
-  Existing Well DP-105
-  MTBE Monitoring Well
-  Other Monitoring Well



1:4,800

1 inch = 400 feet

0 200 400 800 Feet

FIGURE 1

Emery & Garrett
Groundwater Investigations, LLC



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R – 2017.12.13 – 177**
Resolution Re: **Acceptance of Donation and Approval of
Memorandum of Understanding between Great Bay
Rowing and City of Dover**

- WHEREAS: As part the planned development of a public park on the Dover waterfront property located off of River Street, the City of Dover intends to install a new public dock at the waterfront for the purposes of allowing public access to the Cochecho River; and
- WHEREAS: That the City and Great Bay Rowing, a New Hampshire non-profit corporation, have worked cooperatively over the years to allow and promote the public use of the waterfront property; and
- WHEREAS: That Great Bay Rowing wishes to contribute the sum of \$19,000.00 to the City toward the construction of the public dock; and
- WHEREAS: The City and Great Bay Rowing desire to work together so that Great Bay Rowing has continued access to the Cochecho River from the waterfront and the public dock during development of the public park.

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

The City of Dover accepts the generous donation of \$19,000.00 from Great Bay Rowing to be used for the purchase and installation of the public dock on the City's waterfront parcel on River Street; and

The City Manager has the authority to sign a Memorandum of Understanding between Great Bay Rowing and the City of Dover regarding the continued access of Great Bay Rowing to the Cochecho River from the City's waterfront property and public dock during the planned development of a public park on the Waterfront.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved as to Legal Form and Compliance:	Anthony Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.10. Resolution Number: R – 2017.12.13 – 177 Resolution Re: Acceptance of Donation and Approval of Memorandum of Understanding between Great Bay Rowing and City of Dover	

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.		

RESOLUTION BACKGROUND MATERIAL:

See attached draft Memorandum of Understanding between Great Bay Rowing and the City of Dover.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this ____ day of December, 2017 by and between Great Bay Rowing ("GBR"), a New Hampshire non-profit corporation with a principle place of business in Dover, New Hampshire and the City of Dover, New Hampshire ("Dover").

WHEREAS, Dover and GBR have worked cooperatively to allow and promote the public use of the Cochecho River for paddle sports from the Dover waterfront property located on River Street ("Waterfront"); and

WHEREAS, as an element of its planned development of a public park on the Waterfront, Dover intends to install a new public dock at the Waterfront for the purposes of allowing public access to the Cochecho River for paddle sports and other activities; and

WHEREAS, access to the Cochecho River is critical for the mission of GBR and, therefore, GBR wishes to contribute Nineteen Thousand Dollars (\$19,000.00) toward the construction/installation of the dock by Dover; and

WHEREAS, Dover and GBR desire to ensure that GBR has continued access to the Cochecho River from the Waterfront during development of the public park.

Now, therefore, the parties agree as follows:

1. Contribution. Subject to acceptance by the Dover City Council, GBR agrees that it will contribute Nineteen Thousand Dollars (\$19,000.00) to Dover to be used exclusively toward the construction and installation of the dock at the Waterfront. GBR shall have no further obligation to make any financial contribution or other payment to Dover for said dock. The Nineteen Thousand Dollars (\$19,000.00) contribution shall be delivered to Dover within thirty (30) days of City Council acceptance.
2. Access. Dover recognizes that access to the Cochecho River from the Waterfront is vital to GBR's mission and that GBR's contribution toward the dock is in recognition of the access it provides the public to the Cochecho River. Dover agrees that it shall ensure that GBR be afforded reasonable access to the Cochecho River for its programs during construction of all phases of the public park on the Waterfront. Dover shall work cooperatively with GBR during development of the public park to coordinate access as points of access to the Waterfront, and to the Cochecho River from the Waterfront, may change over time. GBR recognizes that access may be prohibited during brief periods of time given construction activities on the Waterfront, but the parties will endeavor to minimize such periods and plan ahead to avoid them if at all possible. Access, as used in this MOU, shall include reasonable parking for

vehicles of GBR members and coaches, reasonable access to the dock or other access to the Cochecho River from the Waterfront as is necessary and in accordance with applicable laws and regulations, and reasonable access and storage for GBR equipment, including, but not limited to, boats, trailers, launches, and oars. Access under this MOU shall only be required/provided from April 1 through November 30 of each year of this MOU.

3. Term. This MOU shall have a term of five (5) years. It may be renewed in additional one (1) year increments upon the mutual written agreement of the parties.
4. Choice of Law. This MOU has been entered into in the State of New Hampshire and shall be interpreted in accordance with New Hampshire law.

CITY OF DOVER:

GREAT BY ROWING:

J. Michael Joyal, Jr.
City Manager
Duly Authorized

Jennie Marshall
President
Duly Authorized



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

Resolution Number: **R -2017.12.15 – 178**
Resolution Re: **Approval of Use Agreement Between Berwick Academy and City of Dover**

WHEREAS: Berwick Academy and the City of Dover desire to enter into a Use Agreement wherein Berwick Academy rents space within the City's Dover Ice Arena on a schedule developed with the Recreation Department, which space is intended to contain up to two sheets of ice and associated locker rooms; and

WHEREAS: That in conjunction with the use of the space, Berwick Academy shall have the right to use parking spaces in the adjacent City-owned parking areas surrounding the Ice Arena; and

WHEREAS: The Use Agreement would be for a term of ten (10) years beginning on July 1, 2019 and ending on June 30, 2029, with the option to renew for an additional five (5) year term.

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

The City Manager is authorized to sign a Use Agreement for the Dover Ice Arena with Berwick Academy for a term from July 1, 2019 to June 30, 2029, with a five (5) year renewal option, and other terms as necessary and appropriate.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved as to Legal Form and Compliance:	Anthony Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.11. Resolution Number: R -2017.12.15 – 178 Resolution Re: Approval of Use Agreement Between Berwick Academy and City of Dover	

DOCUMENT HISTORY:

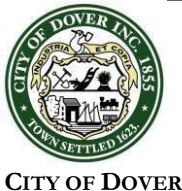
First Reading Date: Approved Date:	Public Hearing Date: Effective Date:
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DOCUMENT ACTIONS:

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:

See attached draft Use Agreement between Berwick Academy and the City of Dover regarding the Dover Ice Arena.



USE AGREEMENT

THIS **USE AGREEMENT** made this _____ day of _____, 2017, by and between **BERWICK ACADEMY** of 31 Academy Street, South Berwick, Maine 03908 (hereinafter referred to as “the ACADEMY”), and the **CITY OF DOVER**, New Hampshire of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire 03820 (hereinafter referred to as “the CITY”).

WITNESSETH:

That IN CONSIDERATION of the mutual promises contained herein, and FOR OTHER GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

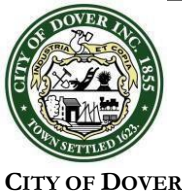
1. Description, Term, and Payment.

That the CITY does hereby grant to the ACADEMY use of certain space within the CITY’s Dover Ice Arena located at 110 Portland Avenue, Dover, New Hampshire, which space is intended to contain up to two sheets of ice and associated locker room(s) (the “Space”). The Space shall be available to the ACADEMY based on a comprehensive Use Schedule described in Section 2 below.

In conjunction with the use of the Space, the ACADEMY shall have the right to use parking spaces in the adjacent City-owned parking areas surrounding the Ice Arena. It is agreed that the parking spaces will not be reserved and are available on a first come first served basis with no signage designating parking spaces for the ACADEMY. The CITY does not guarantee the availability of any parking spaces. The parking spaces may be subject to relocation within the entire parking lot at the sole discretion of the CITY.

The term of this Agreement shall be for ten (10) years beginning on July 1, 2019 and ending on June 30, 2029. There shall be an option to renew this Use Agreement for one (1) additional five (5) year term (July 1, 2030 through June 30, 2035) at the ACADEMY’s request pursuant to Paragraph 7 of this Use Agreement.

For the term of this Use Agreement, an annual Arena Trust Fund Payment of Ten Thousand Dollars (\$10,000.00) shall be paid by the ACADEMY to the CITY by July 1st of each year for the upcoming year. In addition to the annual Arena Trust Fund Payment, the ACADEMY shall pay the CITY an annual Ice Rental Rate. For each of the years 1 through 5 of the term of this Use Agreement, the annual Ice Rental Rate shall be set at 10% less than the “Primetime Ice Rate” as of July 1, 2019. For each of the years 6 through 10 of the term of this Use Agreement, the annual Ice Rental Rate shall be set at 10% less than the “Primetime Ice Rate” as of July 1, 2024. During the term of this Use Agreement, annual Ice Rental Rate charges shall be paid promptly by the ACADEMY, but no later than 30 days following issuance of an invoice by the CITY.



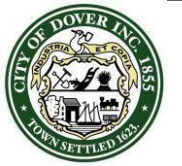
2. Use Schedule and Provisions.

A. The CITY shall:

1. Provide the ACADEMY a ten (10) year comprehensive winter season ice schedule based on the following outline:
 - Mondays and Fridays – one sheet of ice from 3:00 p.m. to 5:30 p.m.
 - Tuesdays and Thursdays – two sheets of ice from 2:00 p.m. to 3:00 p.m. and one sheet of ice from 3:00 p.m. to 5:30 p.m.
 - Wednesdays – one sheet of ice from 2:00 p.m. to 7:00 p.m.
 - Saturdays – twelve dates for game ice – one sheet of ice from 2:00 p.m. to 6:00 p.m.
 - The winter season shall commence two weeks before Thanksgiving and end the last week in February, but shall not include the ACADEMY's Christmas break. Specific dates to be agreed upon in the fall meeting described in Section B below.
 - The above outline can be changed with the written approval of both parties.
2. Secure for the ACADEMY summer use of the available ice sheet, locker rooms and storage facilities for one, two or three – one week hockey programs (more than one week based on a space available basis).
3. Provide the ACADEMY with wall space to display the ACADEMY sign and other league or NEPSAC information, consistent with Paragraph 20 of this Use Agreement.
4. Provide the ACADEMY, at no additional rental charge, with sole use of two (2) locker rooms each large enough for twenty (20) players. If possible, the two (2) rooms should be adjacent to one another with open locker stalls for each player and benches and a coaches room near the locker rooms.
5. Provide the ACADEMY, at no additional rental charge, with regular access to the general locker rooms for its Middle School and JV teams, as reasonably agreed to in writing between the ACADEMY and the CITY.

B. The ACADEMY shall:

1. Meet each spring and fall with the Arena staff to draft an Ice Schedule Agreement specific to the upcoming summer season (spring meeting) or winter season (fall meeting). The Ice Schedule Agreement shall confirm the specific dates of the upcoming summer/winter season, note any changes in winter season use from the outline set forth in 2.A above (the ACADEMY can give up some ice times for up to three (3) years and still maintain its priority of its ice times, but after three (3) years it loses that priority) and/or contain any pertinent scheduling information regarding the upcoming season. The Ice Schedule Agreement shall be executed by the parties and be part of this Agreement.



CITY OF DOVER

3. Condition of Premises.

The Space is made available for its intended purpose “as is.”

The CITY shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment. In addition, the CITY shall, at its own expense, make normal repairs and maintain performance of the Space, as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair of floors, and the keeping of doors watertight. The CITY shall also, at its expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they were at the date of the commencement of the term of this Use Agreement, reasonable wear and damage by accident, fire or other insured against casualty excepted. The CITY and the ACADEMY will perform a walk through to evaluate condition of the Space prior to use.

The CITY agrees to maintain the Space in condition fit for its intended use and to make all necessary repairs of which the CITY is aware, including adequate heat, cooling, water, and a sound physical structure. Furthermore, the CITY will maintain the grounds and remove the common area rubbish and maintain and keep reasonably free from snow and ice the parking areas, sidewalks and entrances/exits to the building.

4. Access to Premises.

The ACADEMY’s use of the Space is not exclusive, beyond the agreed upon ice schedule. The CITY shall also have the right to enter upon the Space at all reasonable times to inspect same and to expel the ACADEMY if the ACADEMY shall fail to comply with or breach in any way this Use Agreement.

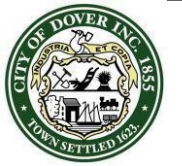
5. Unavoidable Casualty and Eminent Domain.

In the event of an unavoidable casualty, including fire, whereby the Space or any portion of it is destroyed or damaged so as to be unfit for use or occupancy, either party may terminate this Use Agreement. However, in the event of total destruction, or damage which is the equivalent of total destruction, this Use Agreement shall automatically terminate.

In the event the Space shall be taken either under threat of eminent domain or by eminent domain proceedings in whole, then this Use Agreement shall be terminated and the fee shall be pro-rated and returned to the ACADEMY as of the date of such taking. A condemnation award shall belong exclusively to the CITY.

6. Use.

The ACADEMY shall only use the Space in compliance with the CITY’s ordinances, rules and regulations.



CITY OF DOVER

7. Renewal of Use Agreement.

At least ninety (90) days but no earlier than one hundred fifty (150) days prior to the expiration of the initial ten (10) year term of this Use Agreement, the ACADEMY shall notify the CITY in writing of the ACADEMY's intention to exercise its option to extend the term of the Use Agreement for one (1) additional five (5) year period as set forth in Section 1 herein. For the five (5) year renewal period an annual Arena Trust Fund Payment of Ten Thousand Dollars (\$10,000.00) shall be paid by the ACADEMY to the CITY by July 1st of each year for the upcoming year. Additionally, the annual Ice Rental Rate paid by the ACADEMY to the CITY by July 1st of each year for the upcoming year shall be set at 10% less than the "Primetime Ice Rate" as of July 1, 2029.

8. Assignment.

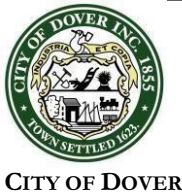
The ACADEMY shall not assign its rights under this Use Agreement without the prior written consent of the CITY.

9. Personal Property.

In the event that at the end of the term or upon any earlier termination of this Use Agreement including, but not limited to, termination for failure of the ACADEMY to perform as required hereunder, there remains personal property of the ACADEMY in the Space, the CITY is authorized to dispose of said property after giving written notice of its intent to do so to the ACADEMY at the last known address of the ACADEMY.

10. Default/Early Termination.

In the event the ACADEMY fails to perform its obligations under this Use Agreement and such failure continues for a period of 15 days after the ACADEMY'S receipt of notice of such failure from the CITY, this Use Agreement is defaulted, and the CITY is entitled to immediate occupation and possession of the Space and the associated parking spaces. If the ACADEMY shall default in the observance or performance of any conditions or covenants on the ACADEMY's part to be observed or performed, under or by virtue of any provisions of this Use Agreement, the CITY, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of the ACADEMY. If the CITY makes any expenditure or incurs any obligations for payment in connection therewith including, but not limited to, attorney's fees, such sums paid or obligations incurred shall be paid to the CITY as an addition to the Usage Fee. In the event that there is damage to the Space due to the ACADEMY's actions or inactions and such damage is not remedied by the ACADEMY after notice from the CITY and the passage of the 15-day cure period set forth in the first sentence of this paragraph, the Use Agreement may be immediately terminated at the option of the CITY.



Both the CITY and the ACADEMY shall have the right to terminate this Use Agreement for any reason upon giving at least six (6) months advanced written notice to the other party.

Either party shall have the right to terminate this Use Agreement upon written notice to the ACADEMY if the Ice Arena is substantially damaged or destroyed due to fire or other calamity that renders it inoperable as an ice arena for a period of 30 days or longer.

In the event of any early termination of this Use Agreement by either party, whether under Section 5, this Section 10, or for any other reason, the CITY shall make a pro-rata refund to the ACADEMY of that portion of the annual Arena Trust Fund Payment allocable to the period of time after which the early termination occurs, and shall refund any prepaid usage fees made at the Ice Rental Rate.

11. Indemnification.

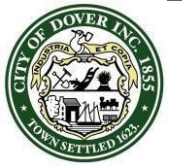
The ACADEMY agrees to pay, and to protect, defend (with legal counsel acceptable to the CITY), indemnify and save harmless the CITY from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses), causes of action, allegations, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person(s) arising out of the ACADEMY's use of the Space;
- (ii) any damage to property or to the Space arising out of the ACADEMY's use of the Space;
- (iii) any act or omission of the ACADEMY or its agents, officers or employees arising out of the ACADEMY's use of the Space;
- (iv) a violation by the ACADEMY of any agreement or condition of this Use Agreement; or
- (v) a violation by the ACADEMY of any law, ordinance or regulation affecting the Space.

12. Insurance.

Casualty and property insurance shall continue to be maintained on the subject property by the CITY. The ACADEMY shall procure and maintain in force, at its expense, during the term of this Use Agreement, and any extensions of such term, liability and property damage insurance for the Space to be considered primary coverage. Said insurance to be in limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The CITY has no obligation for any loss to the ACADEMY's personal property. Proof of the ACADEMY's insurance shall be supplied to the CITY at the time of occupancy.

The CITY shall be named as an additional insured on the ACADEMY's general liability insurance policy, which coverage shall apply on a primary and noncontributory basis, and, subject to the



CITY OF DOVER

dollar amounts specified above, cover the CITY with the same scope of coverage provided to the ACADEMY under the general liability policy without subjecting the CITY to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the CITY upon cancellation of the policy. The ACADEMY shall also provide the CITY certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.

13. Liens and Encumbrances.

The ACADEMY shall not create or allow any lien, encumbrance or charge on the Space or the Dover Ice Arena, or on the rents or income therefrom which may be superior to the CITY's rights hereunder.

14. Parties Bound.

This Use Agreement and its addendums is binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire agreement between the parties.

15. Notice.

All notices by either party to be given with respect to this Use Agreement shall be in writing and shall be given by first class mail to the addresses stated above. Notices sent to the ACADEMY shall be sent to the attention of the "Head of School." Notices sent to the CITY shall be sent to the attention of the "City Manager."

16. Modification of Use Agreement.

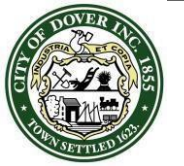
This Use Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the both parties.

17. Section Headings.

The section headings throughout this instrument are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify or amplify, or aid in the interpretation, construction or meaning of the provisions of the Use Agreement.

18. Severability.

Any determination that any provision of this Use Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Use Agreement.



CITY OF DOVER

19. Laws Governing.

The parties agree that the laws of the State of New Hampshire will govern all disputes under this Use Agreement and determine all rights hereunder.

20. Signage & Display Case.

The CITY shall provide the ACADEMY with wall space within the Space to display an ACADEMY sign and/or other league or NEPSAC information. The wall space shall be at least 4 feet by 8 feet in size. Additionally, the CITY shall provide the ACADEMY space within the Arena Lobby area for an ACADEMY display case no larger than 2 feet by 3 feet. The content of information/materials placed in the wall space and display case by the ACADEMY shall be subject to the preapproval of the CITY.

21. Merger.

This Use Agreement contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Use Agreement shall be deemed to exist, provided, however, that any subsequent modifications or agreements affecting this Use Agreement shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Use Agreement this _____ day of _____, 2017.

Date:

Berwick Academy
[print name and title of signator]

Witness

Duly Authorized

Date:

The City of Dover
By J. Michael Joyal, Jr., City Manager

Witness

Duly Authorized



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.12.

Resolution Number: **R -2017.12.13 – 179**
Resolution Re: **Approval of Multi-Session Ice Rental Agreement
Between Dover Youth Hockey and City of Dover**

WHEREAS: Dover Youth Hockey and the City of Dover desire to enter into a Multi-Session Ice Rental Agreement wherein Dover Youth Hockey rents space within the City's Dover Ice Arena on a schedule and for rates developed with the Recreation Department; and

WHEREAS: Under the terms of the Agreement, Dover Youth Hockey would be entitled to 50% of the City's revenue from LiveBarn, its online video live-streaming subscription service.

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

The City Manager is authorized to sign a Multi-Session Ice Rental Agreement for the Dover Ice Arena with Dover Youth Hockey and the City of Dover, including a provision regarding the sharing of LiveBarn revenue.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved as to Legal Form and Compliance:	Anthony Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.12. Resolution Number: R -2017.12.13 – 179 Resolution Re: Approval of Multi-Session Ice Rental Agreement Between Dover Youth Hockey and City of Dover	

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.		

RESOLUTION BACKGROUND MATERIAL:

See attached draft of Multi-Session Ice Rental Agreement regarding the Dover Ice Arena.



CITY OF DOVER, NEW HAMPSHIRE

MULTI-SESSION ICE RENTAL AGREEMENT

This Agreement is made and entered into on this the _____ day of _____, in the year _____, by and between the City of Dover, New Hampshire, (hereinafter identified as the City) and _____ of _____ (address) _____ (hereinafter identified as the Licensee). The City and Licensee, together identified as the parties, agree as follows:

1. The City grants to the Licensee the exclusive use of a designated ice rink on the Arena premises at 110 Portland Avenue located in Dover, New Hampshire, together with parking privileges adjacent to said premises in common with others lawfully using the same, for the hourly period(s) listed on the "Ice Schedule".
2. The term "hourly period" shall include the time spent making/resurfacing the ice. The last ten (10) minutes of every rental period shall be used for ice resurfacing. All participants, including skaters, coaches and officials, must be off the ice when the ice resurfacing machinery enters the ice surface and before ice resurfacing begins. Violation of this provision shall result in a penalty assessment of \$100 being charged to the Licensee.
3. The Licensee agrees to rent the following ice time/facilities during the upcoming season:

	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Prime Time:	_____	_____	_____
Non-Peak Time:	_____	_____	_____
Locker Room:	_____	_____	_____
Other:	_____	_____	_____

Prime time hours are defined as ice rental between the hours of 3:00 p.m. to 10:30 p.m. on Monday – Friday, plus 7:00 a.m. to 10:30 p.m. on Saturday and Sunday during the period running from September 1st – March 31st. The City recognizes that team rosters and schedules are not yet complete on the signing date of this Agreement, therefore, committed ice time may be increased or decreased by no more than 10 percent in either direction between the contract date and November 1st, at which time all agreed upon ice rental commitments become final and the Licensee is obligated to pay the agreed upon cost. The Licensee shall be invoiced monthly and shall pay the invoice, in full, within 10 days of the invoice date.

4. A deposit of _____ percent shall be required with return of the signed Agreement and will be applied to the last payment of the season (minus any penalties, interest charges, and/or commissions owed to the City).
5. If Licensee's account is past due for any reason more than 30 days, an additional interest charge of 1 ½ % per month will be charged on the unpaid balance. Further, if the Licensee's account remains past due for any reason more than 60 days, the Licensee may be prohibited from further use of the Arena facility until such time as the outstanding balance is paid in full and/or be subject to the forfeiture of the scheduled ice rental times specified in the "Ice Schedule," at the sole discretion of the City. All payments received shall first be applied to any accrued interest charges.
6. That in the event this Agreement must be placed for collection or provisions contained herein are otherwise violated, that all legal fees and costs incurred by the City, including any fees and costs associated with court filings, court ordered mediation and arbitration, or appellate proceedings, including attorney's fees, shall be paid by the Licensee.
7. That the Licensee shall provide responsible adult supervision of its group and shall regulate, and be responsible for, the activities thereof during the entire time that said group, or any members thereof, shall remain on the premises of the City. This shall include visiting teams and spectators who shall be considered guests of the Licensee.
8. The City assumes no liability for injury to, or damage to persons and/or the property of persons using the ice skating arena, buildings, facilities or equipment of the City pursuant to this Agreement. The Licensee agrees to accept the ice skating arena, buildings, facilities and equipment as is, and to be responsible and liable for damage thereto caused by any member of its group or its guests. Further, the Licensee agrees to defend and indemnify and hold the City, its insurers, affiliates and employees harmless for any and all claims, expenses, including attorney/legal fees, or liability due to any injury, death, loss or damage to any persons or property of the Licensee's group including members and guests whether occasioned or caused by the Licensee's, or their guests', negligent or willful acts, and/or the failure of the City or Licensee to perform any covenant or condition of this Agreement or while otherwise on or within the Arena premises.
9. The Licensee agrees that all rules and regulations of the Dover Arena, Laws of the State of New Hampshire, all Ordinances of the City of Dover, and all regulations issued by the Dover Police, Fire and Rescue, and other applicable authorities shall be complied with at all times.
10. In case the Arena premises or buildings, or any part thereof, shall be taken by eminent domain or shall be destroyed or damaged by fire or any other casualty, or the use thereof restricted in whole or in part by action of any public or other authority, then this Agreement shall terminate at the election of the City, and any payments owed by the Licensee for ice time that is unavailable as a result of such event shall be waived.
11. The Licensee shall not assign, rent, or loan or otherwise convey their agreed upon use of the facilities and/or time to any other party without the express written approval of the City.

12. The Licensee may market, take orders, and sell tickets and/or merchandise at the facility upon the express written consent of the City. Such advance ticket sales and/or merchandise may be subject to a commission charge by the City.
13. **CANCELLATION POLICY:** The Arena facility will attempt to remain open regardless of weather conditions. In the event that the Arena does close scheduled ice rental during that period will not be billed. In the event the Licensee cancels its ice time the City reserves the right to re-rent the ice time, in its discretion. Licensee may not assign its rights to ice time without the express written consent of the City. Upon consultation with the Licensee, the City, in its discretion, may waive any ice time charges applicable to ice time cancelled by the Licensee.
14. **Special Conditions of this Agreement:**
- A. Should law enforcement, fire and/or rescue personnel be required by the City or other authority for stand-by during any period of Licensee's rental, Licensee shall be responsible for any expense and shall schedule such coverage with the City of Dover, NH Police and/or Fire and Rescue Departments. The Arena staff will assist with the coordination of scheduling for these services when requested by Licensee.
 - B. The possession and consumption of alcoholic beverages are prohibited at the Arena and in the parking lot by City Code 131.6 and 131.8.
 - C. It shall be the responsibility of the Licensee to see that the "NO SMOKING" order in or about the Arena is fully complied with by the members of its group and its guests.
 - D. Only hockey pucks made of 100% rubber with no metal particles shall be used.
 - E. ALL HOCKEY PLAYERS MUST WEAR HOCKEY HELMETS.
15. "Ice Schedule": All requests for changes to the "Ice Schedule" must be made in writing, and confirmed in writing by the City. Licensee acknowledges that from time to time, start times for Licensee's rental period may be altered during the course of the day due to delays caused by events taking place earlier in the day exceeding their allotted time. The City will endeavor to keep such delays to a minimum and will attempt to notify Licensee in advance whenever feasible. In the instance where a delay in start time occurs, Licensee is to be provided with the duration of ice rental time anticipated in the "Ice Schedule".
16. Any Licensee exceeding their allotted duration of ice rental time as reflected in the "Ice Schedule" will be charged for the additional ice time rounded up to the nearest quarter (¼) hour to include the time spent in making ice. Any additional rental charges or assessments will be invoiced to the Licensee and are to be paid to the City in accordance with the payment terms specified above.
17. During the term of this License, the Licensee shall be entitled to 50% of the City's net revenue from LiveBarn online video subscriptions, which shall be shown as a credit on an invoice from the City at frequencies during the term as determined by the City in its discretion.
18. Failure of Licensee to comply with any provision of this Agreement and/or the policy and procedures established by the City for the use of the Dover Arena may result in Licensee's loss of ice rental privileges and shall be cause for immediate termination of this Agreement without refund, at the sole discretion of the City.
19. This Agreement cannot be modified without the written consent of both parties hereto and the failure of either party to insist upon strict compliance with the terms set forth herein shall not be deemed a waiver of any such party's rights hereunder.
20. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire.
21. This Agreement constitutes the entire Agreement between the parties and supersedes all prior understandings and agreements to the extent inconsistent herewith. No representations or warranties not set forth herein have been offered to or made to any party as an inducement into this Agreement and all negotiations are merged herewith.
22. If any provisions of this Agreement or the application of such provisions shall be rendered or declared invalid by any court action of competent jurisdiction, or by reason of existing or subsequently enacted legislation, the remaining provisions or portions of this Agreement shall remain in full force and effect.

This Agreement shall expire upon completion of all rental periods identified in the "Ice Schedule" inclusive of any agreed upon schedule changes as provided for in the provisions above. The provisions of Paragraph 8 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the date written above.

For:

For: **City of Dover, NH/Dover Arena**
110 Portland Avenue, Dover, NH 03820

(Print Licensee Name)

By: _____
(Licensee Authorized Signature)

By: _____
(City of Dover, NH Signature)

(Mail Address to be used for Notices and Billing)

(Telephone)

This Agreement must be signed and returned to the Dover Arena with the required deposit in order to secure the schedule. The Dover Arena requests prompt return of this Agreement and deposit within 14 days of receipt.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2017.12.13 – 180**

Resolution Re: Disposal of Tax Deeded Real Estate @ 179 Locust Street
Parcel ID 12063-000000

- WHEREAS: The City of Dover is owner of a parcel of real estate located at 179 Locust Street, listed as parcel ID 12063-000000 (the “Parcel”), having taken it by tax deed dated January 3, 2017; and
- WHEREAS: The Parcel contains an unoccupied residential structure that is not currently habitable; and
- WHEREAS: Pursuant to City Ordinance 79-11 “Disposing of Tax-Deeded and City Owned Real Estate,” the City Manager has evaluated the Parcel for its current and future use and recommends that the Parcel be sold pursuant to N.H. RSA 80:80 so that the Parcel is placed back on the tax rolls and so that the City may recover back taxes, fees, costs, and interest consistent with New Hampshire law; and
- WHEREAS: Pursuant to N.H. RSA 80:89, the City provided the former owner of the Parcel requisite notice of its intent to sell the Parcel via letter dated May 10, 2017, but received no response to the notice; and
- WHEREAS: Via Resolution Number R – 2017.09.27 – 127 the City Council directed the City Manager to sell the Parcel pursuant to certain requirements; and
- WHEREAS: Consistent therewith, the City attempted to sell the Parcel via Request for Bid B18028; however, no bids were received; and
- WHEREAS: The City still desires to sell the Parcel so that it may be placed back on the tax rolls of the City.

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

Pursuant to N.H. RSA 80:80 and Dover City Ordinance 79-11 the City Council directs the City Manager to sell Parcel 12063-0000000, as is and with all faults, via sealed bid, to be transferred via quitclaim deed to the most qualified bidder, subject to the City’s retained right to reject all bids in its sole discretion, as well as satisfaction of all other requirements of the Request for Bids; and

Justice requires that the City Manager is authorized to include any and all conditions on the sale of the Parcel within the Request for Bids as he deems to be in the best interests of the City, including, but not limited to requirements for the demolition of the existing structure on the Parcel within a specified period of time from the transfer and removal of all debris, failing which the Parcel would revert back to the City, and an explanation from bidders of a plan for use of the Parcel; and

Notice of the intent to sell shall be published in a newspaper of general circulation, solicited through the public bidding process, and sent by certified mail to abutters of the Parcel.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2017.12.13 – 180**
Resolution Re: Disposal of Tax Deeded Real Estate @ 179 Locust Street
Parcel ID 12063-000000

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

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

Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor 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:

Please see attached:

- Map of Parcel
- Parcel Tax Card
- Parcel Tax Deed
- City's Notice to Former Owner
- Summary of taxes, interest, fees, and costs owed to City

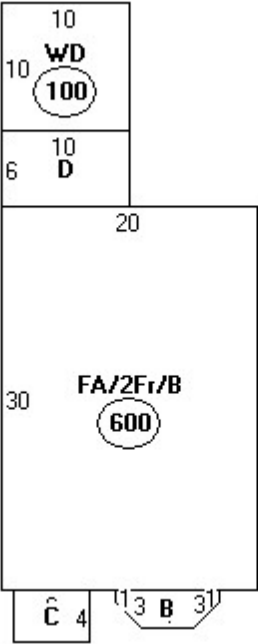
Residential Property Record Card - Dover, New Hampshire

Use: 101 **Card 1 of 1**

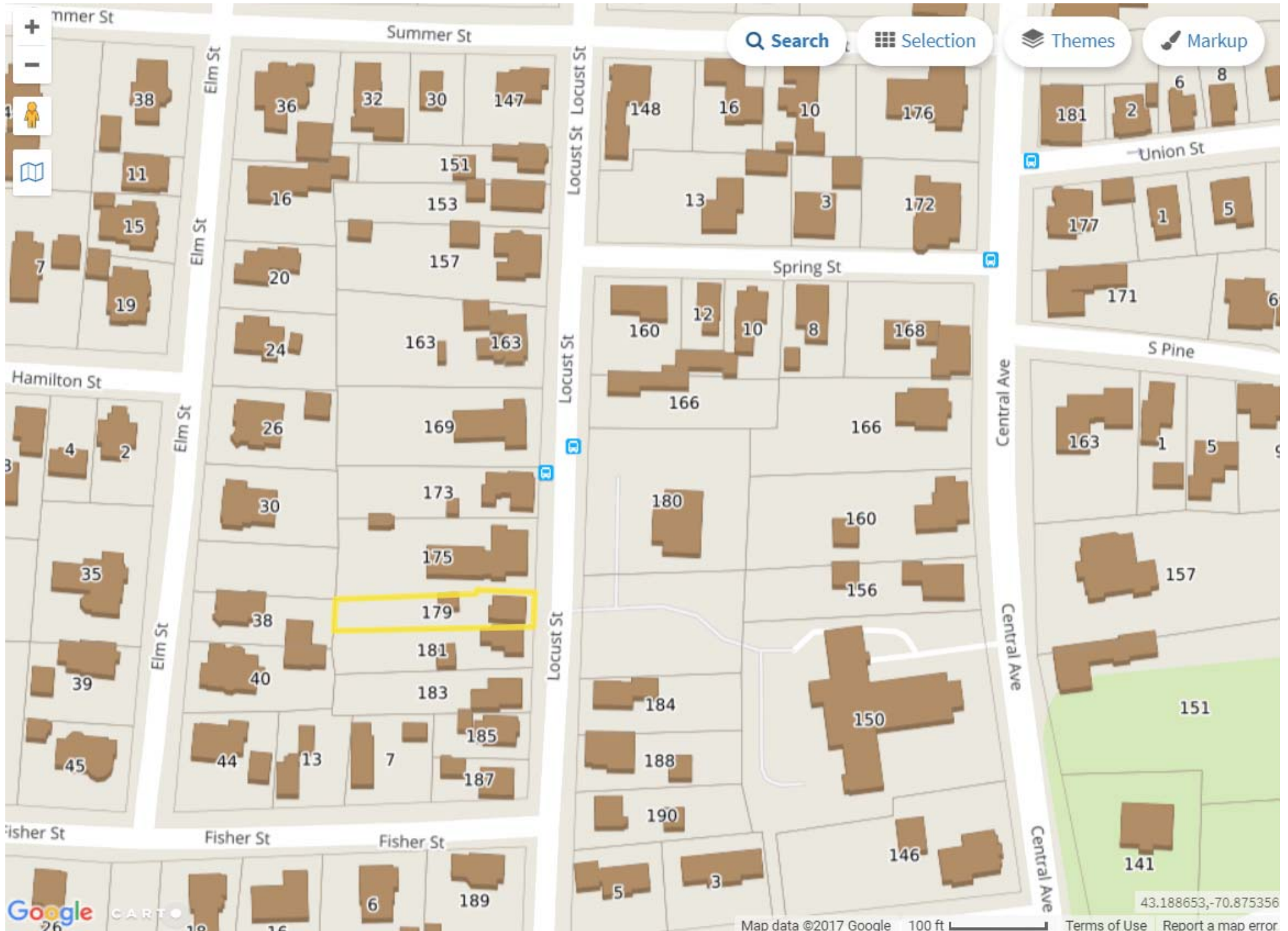
A photograph of a two-story white house with dark shutters and a small porch, surrounded by snow and bare trees. A date stamp '03/16/2015' is visible in the bottom right corner.

APRIL 1, 2016 ASSESSMENT

Dwelling Information					Replacement Costs					
Style:		Conventional			Base Price:		127,110			
Condo Style:					Additions:		7,700			
Exterior Walls:		Frame			Unfinished Area:		0			
Story Height:		2.0			Basement:		0			
Attic:		Part Finsh			Attic:		10,820			
Interior/Exterior:		Same			Plumbing:		0			
Basement:		Full			Heating A/C Adj.:		0			
Bsmt Garage:		0			FBLA:		0			
Rec Room size:		0	0		Rec Room:		0			
FBLA size:		0	0		Fire Place:		0			
Unfinished Area:		0			Basement Garage:		0			
WB Fireplace:		Stacks	0	Openings	0	Exterior Trim:		0		
MTL Fireplace:		Stacks	0	Openings	0	Subtotal:		145,630		
Heating Type:		Basic			Grade Factor:		1.08			
Fuel:		Oil			C & D Factor:		0.00			
Heating System:		Steam/Hot Wa			Total RCN:		157,280			
Year Built:		1890			Percent Good:		0.35			
Eff. Yr Built:		0			Eco Depr:		-5			
Ground Flr Area:		600			Func Depr:		-10			
Tot Living Area:		1370			Under Constcn %:		0			
Basement Area:		0			Market Adj.:		0.00			
Grade:		C+			Total RCNLD:		47,100			
Condition:		Very Poor								
CDU:		VP								
Building Notes:										
					</					



- Descriptor/Area
- A: FA/2Fr/B
600 sqft
 - B: FBAY
20 sqft
 - C: OFP
24 sqft
 - D: EFP
60 sqft
 - E: wD
100 sqft



Q Search

Selection

Themes

Markup

Map data ©2017 Google

100 ft

Terms of Use

Report a map error

KNOW ALL MEN BY THESE PRESENTS

That I, Karen S. Lavertu, collector of taxes for the City of Dover, in the County of Strafford, and the State of New Hampshire, for the year 2017, by the authority in me vested by the laws of the state, and in consideration of value received to me paid by the City of Dover, located at 288 Central Avenue do hereby sell and convey to the said City of Dover successors/heirs and assigns a certain tract or parcel of land situated in the City of Dover, NH, aforesaid, to have and to hold with the appurtenances forever, taxed by the Assessing Officials in 2009 to:

Anne Redden located at and described in the Warrant Book as:

179 Locust Street 12063-000000

This deed is the result of the tax lien execution held at the Tax Collector's Office in the City of Dover, New Hampshire, on the 20th day of August, 2010 and I hereby covenant with the said City of Dover that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner foresaid.

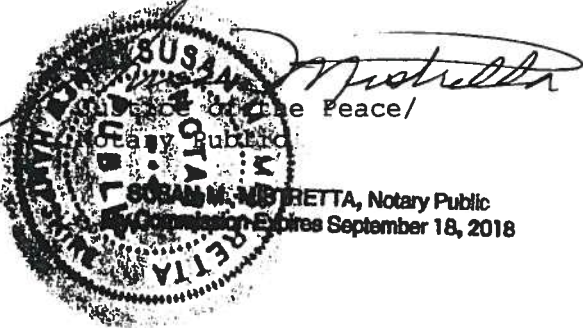
In Witness whereof, I have hereunto set my signature and seal, the 3rd of January, in the year of our Lord 2017.

Karen Lavertu

Karen S. Lavertu, Tax Collector

State of New Hampshire, Strafford, SS. 1/3/2017

Personally appearing Karen S. Lavertu above named, and acknowledged the foregoing instrument to be his/her voluntary act and deed. Before me



R: 01/09/2017

S: 01/03/2017

\$: Ø

12063-000000-1

179 Locust Street

Taxes, Interest and Fees Owed to City

Fiscal Year	Tax Bill	Interest	Fees	Subtotal
2017	\$2,994.43	\$309.12	\$32.00	\$3,335.55
2016	\$2,887.19	\$759.26	\$37.50	\$3,683.95
2015	\$3,334.49	\$1,514.57	\$37.75	\$4,886.81
2014	\$4,204.54	\$2,729.12	\$54.00	\$6,987.66
2013	\$4,131.69	\$3,486.29	\$53.50	\$7,671.48
2012	\$4,066.93	\$4,221.19	\$52.50	\$8,340.62
2011	\$3,897.38	\$4,771.73	\$52.50	\$8,721.61
2010	\$3,828.47	\$5,448.31	\$52.50	\$9,329.28
	\$29,345.12	\$23,239.59	\$372.25	\$52,956.96

Administrative Penalty Per RSA 80:90

Fiscal Year 2017 Equalized Assessed Value

	Assessed Value	Equalization Ratio	Equalized Value	Penalty Rate	Penalty Amount
179 Locust Street	113,900	92.60%	123,002	10%	\$12,300

Total Amount Owed to City: \$65,256.96

CERTIFIED MAIL®



7016 1970 0000 9700 2021

NEOPOST

FIRST CLASS MAIL

05/10/2017

US POSTAGE

\$006.77⁰



ZIP 03820
041L11256875

Anne Redden
179 Locust St
Dover, NH 03820

4008 2021

CERTIFIED MAIL®



116 1970 0000 9700 2038

NEOPOST

FIRST CLASS MAIL

05/10/2017

US POSTAGE

\$006.77⁰



ZIP 03820
041L11256875

Anne Redden
8 colonial village
Somersworth, NH 03878

DC
513
1 minute
-17

NIXIE

015 DE 1

0006/06/17

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

UNC

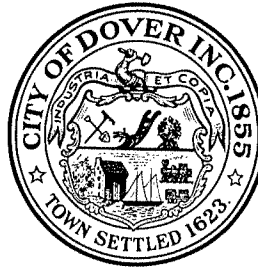
BC: 03820416999

*2584-03723-11-44

1547 0005
020>4169



Karen S. Lavertu
City Clerk/Tax Collector



Central Avenue
Dover, NH 03820
(603) 516-6020

Sent via certified and U.S. Mail
7016 1970 0000 9700 2021
8 Colonial village
Somersworth, NH 03878
May 10, 2017
Dear Anne Redden:

On January 3, 2017, a tax deed for your property located at 179 Locust Street (property ID 12063-000000) was issued to the City of Dover, NH for nonpayment of 2009-2013 property taxes. This deed conveys 100% ownership to the City of Dover, NH.

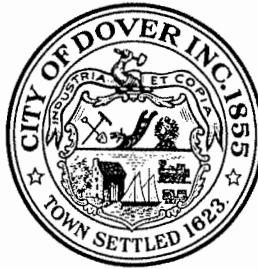
For your information, a copy of the deed to the city of Dover and copies of the New Hampshire State statutes regarding the sale of tax deeded properties and your right to repurchase are also enclosed. At this time, you are no longer allowed access to the property without prior approval from the City of Dover. You have 60 days from the date of this letter to contact the City of Dover to make arrangements to remove any personal belongings from the property.

We are also notifying you of the City of Dover intent to sell the property in 90 days and you are being given the opportunity to repurchase the property. You must notify us by certified mail, return receipt requested of any intent to repurchase the property from the municipality, stating that you are willing, ready and able to pay back all back taxes, interest, costs and penalty, described in RSA 80:90. If all such back taxes, interest, costs and penalty have not actually been tendered within 15 days of such notice of intent to repurchase, the municipality may proceed with its offering and dispose of the property without any interest by you (RSA 80:89).

If you have questions regarding the process to repurchase your property, please contact the City of Dover Tax Collector.

Karen S. Lavertu
Karen S. Lavertu

Karen S. Lavertu
City Clerk/Tax Collector



Central Avenue
Dover, NH 03820
(603) 516-6020

Sent via certified and U.S. Mail
7016 1970 0000 9700 2021
179 Locust St
Dover, NH 03820
May 10, 2017
Dear Anne Redden:

On January 3, 2017, a tax deed for your property located at 179 Locust Street (property ID 1 2063-000000) was issued to the City of Dover, NH for nonpayment of 2009-2013 property taxes. This deed conveys 100% ownership to the City of Dover, NH.

For your information, a copy of the deed to the city of Dover and copies of the New Hampshire State statutes regarding the sale of tax deeded properties and your right to repurchase are also enclosed. At this time, you are no longer allowed access to the property without prior approval from the City of Dover. You have 60 days from the date of this letter to contact the City of Dover to make arrangements to remove any personal belongings from the property.

We are also notifying you of the City of Dover intent to sell the property in 90 days and you are being given the opportunity to repurchase the property. You must notify us by certified mail, return receipt requested of any intent to repurchase the property from the municipality, stating that you are willing, ready and able to pay back all back taxes, interest, costs and penalty, described in RSA 80:90. If all such back taxes, interest, costs and penalty have not actually been tendered within 15 days of such notice of intent to repurchase, the municipality may proceed with its offering and dispose of the property without any interest by you (RSA 80:89).

If you have questions regarding the process to repurchase your property, please contact the City of Dover Tax Collector.


Karen S. Lavertu



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2017.12.13 – 181**
Resolution Re: **Approval of License Agreement between City of Dover and 104 Wash Street, LLC**

- WHEREAS: The City of Dover is the owner of a certain right of way located at the intersection of Locust Street, St. Thomas Street and Chestnut Street; and
- WHEREAS: That 104 Wash Street, LLC is the owner of a certain lot or parcel of land off Washington Street, Locust Street and Chestnut Street in the City of Dover; and
- WHEREAS: That on December XX, 2017 the Planning Board conditionally approved 104 Wash Street, LLC's Site Plan on its parcel for development of a Mixed Use Residential and Commercial Building; and
- WHEREAS: As part of the Site Plan presented to the Planning Board, 104 Wash Street, LLC will incorporate a public park at the corner of Locust Street and Chestnut Street; and
- WHEREAS: That 104 Wash Street, LLC requests a license upon, over and across a portion of the City's right of way to install and maintain said park.

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

The City shall issue a license to 104 Wash Street, LLC for a public park at the corner of Locust Street and Chestnut Street pursuant to the terms and conditions as set forth in the License Agreement; and

That the City Manager has the authority to sign said License Agreement with 104 Wash Street, LLC to install and maintain a public park.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved as to Legal Form and Compliance:	Anthony Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.B.2.	
Resolution Number: R – 2017.12.13 – 181 Resolution Re: Approval of License Agreement between City of Dover and 104 Wash Street, LLC		

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.		

RESOLUTION BACKGROUND MATERIAL:

Draft License Agreement between the City of Dover and 104 Wash Street, LLC to be provided at meeting.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2017.12.13 – 182**
Resolution Re: **Approval of Memorandum of Agreement Regarding
Parking Rights between 104 Wash Street, LLC and
City of Dover**

- WHEREAS: The City and 104 Wash Street, LLC (the “Developer”) are entering into a Development Agreement for property located on property at Washington Street, Locust Street and Chestnut Street (Development Property); and
- WHEREAS: The Developer and the City are already parties to a Memorandum of Agreement regarding parking rights for 15 parking permits for spaces located in the City’s Municipal Parking Facility on Orchard Street for a term of 45 years at a discounted rate from the completion of the project on the Development Property, which the parties wish to restate; and
- WHEREAS: That in addition to the above-mentioned 15 parking permits, as part of its redevelopment project the Developer seeks the rights to an additional 55 parking permits for spaces located in the City’s Municipal Parking Facility on Orchard Street for 45 years at the Monthly Business Rate from the completion of the project on the Development Property; and
- WHEREAS: That the Developer shall exercise its rights to the additional 55 parking permits within six months of the completion of the Development Property or lose rights to said permits not acquired for the remainder of the Term; and
- WHEREAS: The Parking Commission endorsed the additional 55 parking permits at their meeting on September 19, 2017.

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

The City Manager has the authority to sign the Memorandum of Agreement Regarding Parking Rights between 104 Wash Street, LLC and the City regarding parking rights in the City’s Municipal Parking Facility on Orchard Street.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by: Mayor Karen Weston By request
Approved as to Legal Form and Compliance:	Anthony Blenkinsop General Legal Counsel	
Recorded by:	Karen Lavertu City Clerk	

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.B.3. Resolution Number: R – 2017.12.13 – 182 Resolution Re: Approval of Memorandum of Agreement Regarding Parking Rights between 104 Wash Street, LLC and City of Dover	

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.		

RESOLUTION BACKGROUND MATERIAL:

See attached Memorandum of Agreement Regarding Parking Rights between 104 Wash Street, LLC and the City of Dover.

**MEMORANDUM OF AGREEMENT
REGARDING PARKING RIGHTS**

THIS MEMORANDUM OF AGREEMENT REGARDING PARKING RIGHTS, dated as of November ___, 2017, is made by and between **104 WASH STREET LLC**, a New Hampshire limited liability company, having an address of c/o Cathartes, 11 Beacon Street, Suite 1120, Boston, MA 02108 (hereinafter “Developer”) and **THE CITY OF DOVER, NEW HAMPSHIRE**, a body corporate and politic, and a political subdivision of the State of New Hampshire with an address of 288 Central Avenue, Dover, New Hampshire 03820 (the “City”) (Developer and City are hereinafter collectively referred to as the “Parties” and each individually as a “Party”)

RECITALS:

- A. Developer owns certain real properties, including buildings thereon, identified on City Tax Map 2 as Lots 4, 5, 6, 6A, 7, 8, 8A and 9. Said Lots comprise 1.07 acres in the aggregate, more or less, and front on Washington Street, Locust Street and Chestnut Street in Dover, New Hampshire (hereinafter the “Development Property”);
- B. An agreement titled “DEVELOPMENT AGREEMENT” was entered into by the Developer’s predecessors in title, RICHARD L. ROBBINS, STANLEY B. ROBBINS and JUDITH E. WEISNER, Trustees of the SIDNEY ROBBINS FAMILY TRUST, a New Hampshire irrevocable trust under a declaration of trust dated May 25, 1990, with an address of 50 Atlantic Avenue, Seabrook, New Hampshire 03874 and 104 WASHINGTON STREET, INC., a New Hampshire corporation, with an address of P.O. Box 1535, Dover, New Hampshire 03820 (collectively hereinafter the “Prior Owner”) , and the City on or about October 15, 2014 (hereinafter the “Prior Development Agreement”);
- C. In connection with Developer’s purchase of the Development Property, the Prior Owner assigned to the Developer all of the Prior Owner’s right, title and interest in the Prior Development Agreement, including but not limited to the Prior Owner’s interest in the parking rights identified in Section 4.03 of the Prior Development Agreement, all as set forth in that certain document titled, “ASSIGNMENT OF DEVELOPMENT AGREEMENT AND MEMORANDUM OF AGREEMENT entered into by the Prior Owner, the Developer and the City on or about January 20, 2017 (hereinafter the “Assignment of Development Agreement”);
- D. Under the Prior Development Agreement, the City is to grant certain parking rights to the Developer upon the redevelopment of the Development Property pursuant to the provisions of the Prior Development Agreement (hereinafter the “Parking Rights”);
- E. In connection with the signing of this Memorandum of Agreement Regarding Parking Rights, the Parties are simultaneously entering into a new development agreement for

the development of the Development Property (hereinafter the “New Development Agreement”).

- F. The purpose of this Memorandum of Agreement Regarding Parking Rights is to incorporate, in one document, the Parties’ respective obligations regarding parking as it pertains to the development of the Development Property under the Prior Development Agreement and the New Development Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. The Developer and City hereby ratify and affirm all of their respective obligations to each other under Section 4.03 of the Prior Development Agreement as hereinafter set forth:
 - (a) Provided that any and all conditions precedent identified in the New Development Agreement have been satisfied, and further provided that the Developer has materially performed all of its duties, covenants and obligations in the New Development Agreement, City, upon completing the construction of the municipal parking facility on Map 2, Lot 83 (the “Municipal Parking Facility”), shall provide to the Developer the rights, but not the obligation, to acquire fifteen (15) parking permits (the “Parking Permits”) for spaces (available 24 hours per day / 365 days per year) to be located in the Municipal Parking Facility or on the Orchard Street lot for a term of forty-five (45) years from completion of the redevelopment of the Development Property, as evidenced by the issuance of a certificate of occupancy (the “Term”), subject to the following payment schedule:
 - (i) for the first twenty-five (25) years of the Term, Developer may acquire the Parking Permits without charge; and
 - (ii) For the next ten (10) years of the Term, Developer may acquire the Parking Permits at the rate that is equal to fifty percent (50%) of the parking rate for renting parking spaces from the City on a monthly basis adjusted periodically based on market conditions (the “Monthly Business Rate”), and
 - (iii) For the last ten (10) years of the Term, Developer may acquire the Parking Permits at the rate that is equal to sixty-six percent (66%) of the Monthly Business Rate.
 - (b) Upon the expiration of the Term, Developer may continue to acquire the Parking Permits in perpetuity on a year-to-year basis at the Monthly Business Rate. The

Parking Permits may only be used by the Developer or any of the Developer's agents, employees, invitees, or any owners or tenants, or such tenants' agents, employees or invitees so long as such users came to lawfully occupy the Development Property improvements. If at any time during the Term, or at any time thereafter, continuing into perpetuity, Developer elects not to acquire or returns any or all of the Parking Permits but at a subsequent time, desires to acquire or re-acquire such Parking Permits, Developer may so acquire or re-acquire such permits upon one (1) year prior written notice to the City of Developer's intention to acquire the same. The Developer shall only be required to pay for the Parking Permits to the extent they are issued to the Developer. In the event that an issue arises regarding the availability of parking spaces for Developer or its respective tenants in the municipal parking facility or the Orchard Street lot, City shall resolve such issue to the reasonable satisfaction of Developer. In the event that this City elects to replace the municipal parking facility or the Orchard Street lot with a use other than for parking, such permits shall terminate and the Developer shall have no claims for damages or other compensation for the loss of such parking rights.

- (c) All of the rights of the Developer under this agreement may be assigned by Developer to a subsequent purchaser and may be used by tenants, purchasers and other parties and their invitees lawfully occupying or using the Development Property.
2. In addition to the foregoing fifteen (15) Parking Permits first established in the Prior Development Agreement and affirmed herein, the City shall provide to the Developer the rights to an additional fifty-five (55) Parking Permits for spaces (available 24 hours per day / 365 days per year) to be located in the Municipal Parking Facility for a term of forty-five (45) years from completion of the redevelopment of the Development Property, as evidenced by the issuance of a certificate of occupancy (the "Term"), at the Monthly Business Rate. The Developer may exercise its rights to the additional Parking Permits at any time within six (6) months of the commencement of the Term. The Parking Permits may only be used by the Developer or any of the Developer's agents, employees, invitees, or any owners or tenants, or such tenants' agents, employees or invitees so long as such users came to lawfully occupy the Development Property improvements. If the Developer fails to acquire any of the allotted fifty-five (55) Parking Permits within the first six (6) months of the Term, or returns any of the allotted fifty-five (55) Parking Permits previously acquired thereafter, it shall lose rights to said permits not acquired or returned for the remainder of the Term, and may only thereafter acquire or reacquire said permits through the normal permit acquisition process on a first come, first served basis. In the event that a temporary issue arises regarding the availability of parking spaces for the holders of the Parking Permits in

the municipal parking facility or the Orchard Street lot, the City shall make a good faith effort to provide Parking Permit holders with temporary alternate parking spaces on City owned or controlled property in the same general vicinity. In the event that this City elects to replace the municipal parking facility or the Orchard Street lot with a use other than for parking, such permits shall terminate and the Developer shall have no claims for damages or other compensation for the loss of such parking rights.

3. All of the rights of the Developer under this agreement may be assigned by Developer to a subsequent purchaser and may be used by tenants, purchasers and other parties and their invitees lawfully occupying or using the Development Property.
4. In executing this instrument for and on behalf of the City, the undersigned City Manager hereby consents to this Memorandum of Agreement Regarding Parking Rights and hereby certifies that this instrument is consistent with the authorizations and approvals received to date from the City of Dover City Council.
5. Except as otherwise affirmed and provided for herein, the Prior Development Agreement shall be replaced by the New Development Agreement and shall have no further force or effect.
6. In the event of any conflict between the terms of the Prior Development Agreement or the New Development Agreement and this Memorandum of Agreement Regarding Parking Rights this agreement shall control.
7. This instrument shall be governed by the laws of the State of New Hampshire.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement Regarding Parking Rights as of the day and year first written above.

DEVELOPER:

104 Wash Street, LLC

By: Jeffrey Johnston
Its: Manager, Duly Authorized

CITY OF DOVER, NEW HAMPSHIRE

By: J. Michael Joyal
Its: City Manager, Duly Authorized



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2017.12.13 – 183**
Resolution Re: Dover School District LED Lighting Upgrade and
Authorization for Financing

WHEREAS: A sealed Request for Proposal [#B15021](#) was issued and received for qualified firms to provide and install LED lighting at the Dover Arena with the option to include other city buildings in the future should it be advantageous for the city. The proposal deemed most advantageous was submitted by Affinity LED Lighting of Dover NH and award was made via council resolution [R-2015.03.11-027](#); and

WHEREAS: Affinity LED Lighting has submitted a proposal to the City School District for LED lighting upgrades to the public schools in the amount of \$552,004.07 and is eligible for net rebates totaling \$115,354.80. This will result in the amount of \$436,649.27 being financed. The proposal was sent to PSNH d/b/a/ Eversource Energy and funding is available through their Smart Start Revolving Fund program for the School district public school buildings LED Lighting Upgrade; and

WHEREAS: The Dover School Board voted on November 13, 2017 to accept and approve the proposal submitted by Affinity LED Lighting and requests approval and authorization of the City Council to debt finance the project; and

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

The School Superintendent, or designee, is hereby authorized to finalize contract language with the PSNH d/b/a Eversource Energy, consistent with the Purchase Agreement authorized herein, for the School Superintendent's signature.

AND FURTHER BE IT RESOLVED:

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover's participation in the Smart Start Revolving Fund Program is hereby authorized for financing the City's School District public school buildings LED Lighting Upgrade project. The City Manager, Finance Director and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the Smart Start Revolving Fund Program and obtain a loan through the program for the School district public school buildings LED Lighting Upgrade project.

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

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2017.12.13 – 183**
Resolution Re: Dover School District LED Lighting Upgrade and
Authorization for Financing

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#: 13.B.4.

Resolution Number: **R – 2017.12.13 – 183**
Resolution Re: Dover School District LED Lighting Upgrade and
Authorization for Financing

RESOLUTION BACKGROUND MATERIAL:

The City solicited requests for proposals for qualified vendors to provide and install LED lighting upgrades to the Dover Arena. Firms were asked to provide details in the proposal of a full lighting audit, utility rebate process, and detailed payback proposal. The City used the Dover Ice Arena as the initial test site with potential to include several other city buildings that could benefit from this service that may be incorporated in the future to the selected vendor. Vendors were instructed that it is probable that the economic success of these projects will depend on funding sources. These funds may derive from a variety of sources including rebates, and renewable energy credits.

Affinity LED Lighting proposal offered a program funded by PSNH d/b/a Eversource Energy where they pay 100% of cost to the selected vendor 50% down and 50% upon completion of the project. The school district would then pay back the amount through a monthly invoice. The Efficiency Loan payback would show a separate line on the monthly invoice from Eversource. The estimated monthly savings is \$9,362.91 with monthly payback charge of \$9,256.64 yielding net positive of \$106.27 monthly.

The Dover School District buildings LED Lighting Upgrade is eligible for Smart Start funding. The upgrade project is estimated to cost \$531,211.24 and is eligible for net rebates totaling \$94,561.97. This will result in the amount of \$436,649.27 being financed. In accordance with the NH Municipal Finance Act (RSA Chapter 33), the Purchase Agreement with Eversource Energy and related participation in Smart Start Program is deemed long term debt. The City has determined utilization of the Smart Start Program is most advantageous to the City of Dover and has already been utilized in the Arena, Indoor Pool, McConnell Center and Public Works Facility.

Debt Authorization versus Debt Retirement

The following table compares the tentative authorization amount to the amount of debt being retired:

	General
Description	Fund
Pending FY19 CIP Authorization	1,200,000
This Resolution Authorization	436,649
FY19 Debt Retirement	(1,891,205)
Net Change	(254,556)

Rate Impacts

The financing of \$436,649.27 through the Smart Start Program over a 51-month period is estimated to cost \$9,256.64 per month, or \$111,079.68 per fiscal year. This is estimated to have about a \$0.04 tax rate impact. This impact is forecasted to be offset by savings in electrical costs for the school district buildings. Therefore, there is estimated to be no actual tax impact.

Legal Debt Limits

The following table summarizes the amount of school debt outstanding & authorized-unissued, as of June 30, 2017 and this authorization, against the legal debt limits. Legal debt limit for the School General Fund is based on 7.0% of equalized assessed value.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2017.12.13 – 183**
Resolution Re: Dover School District LED Lighting Upgrade and
Authorization for Financing

	General
Description	Fund
School Debt Outstanding	88,441,956
Authorized - Unissued	6,900,000
Total Issued & Unissued	95,341,956
Pending School FY19 CIP	1,200,000
This Resolution Authorization	436,649
Grant Total	96,978,605
Legal Debt Limit	227,702,907
Unused Capacity	130,724,302
Percent Unused	57.41%

The Dover School Board adopted a resolution on November 13, 2017 to approve the LED Lighting project and request acceptance and authorization of the Dover City Council to debt finance the project through the Smart Start program. A copy of the School Board resolution and supporting documentation is attached to this City Council resolution.

Bid Information:

B15021 LED Lighting upgrade for Dover Public Works Facility and potentially other city facilities

Purchasing Information:

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

RESOLUTION
RE: DOVER SCHOOLS LED LIGHTING UPGRADE
AND AUTHORIZATION FOR FINANCING

WHEREAS: The City of Dover solicited and awarded a bid to Affinity LED Lighting, a Dover based business, via City Council Resolution R-2015:03:11, to install LED lighting on any City property; and

WHEREAS: Affinity LED Lighting submitted a proposal to the School District for LED lighting upgrades to the Dover Alternative School, Dover Middle School, Garrison Elementary School, Horne Street Elementary School, and Woodman Park Elementary School in the amount of \$552,004.07 and is eligible for net rebates totaling \$115,354.80. This will result in the amount of \$436,649.27 being financed to fund the conversion to LED lighting. The proposal was sent to PSNH d/b/a Eversource Energy and funding is available through their Smart Start Revolving Fund Program; and

WHEREAS: It is anticipated that the conversion to LED lighting will save the School District a significant amount of money on its electric utility bills over time.

NOW, THEREFORE, BE IT RESOLVED:

That the Superintendent, or designee, are authorized on behalf of the Dover School Board, to file for participation in the Smart Start Revolving Fund Program and upon approval from the City of Dover obtain a loan through the program for the School's LED Lighting Upgrades. The Superintendent, or designee, is hereby authorized to finalize the necessary contract language with PSNH d/b/a Eversource Energy.

AND BE IT FURTHER RESOLVED:

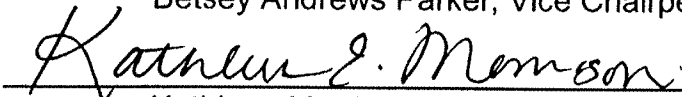
That the Dover School Board requests the Dover City Council accept and approve the authorization to fund the School's LED Lighting Upgrades.

SUBMITTED BY:

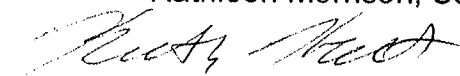


Amanda L. Russell, Chairperson

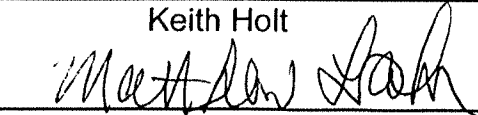
Betsey Andrews Parker, Vice Chairperson



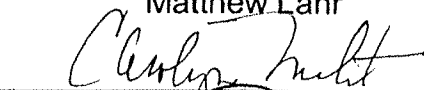
Kathleen Morrison, Secretary



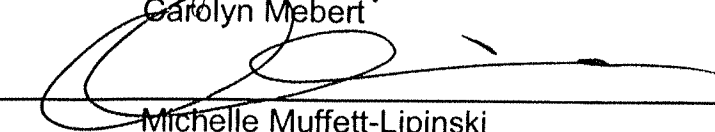
Keith Holt



Matthew Lahr



Carolyn Mebert



Michelle Muffett-Lipinski

November 13, 2017

WILLIAM R. HARBRON, Ed.D.
Superintendent of Schools
w.harbron@dover.k12.nh.us

LIBBY M. SIMMONS
Business Administrator
l.simmons@dover.k12.nh.us



CHRISTINE BOSTON, Ed.D.
Director of Pupil Personnel Services
c.boston@dover.k12.nh.us

PAULA GLYNN
Director of Curriculum, Instruction and
Assessment
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JEFFREY E. MYERS
Director of Technology
j.myers@dover.k12.nh.us

THE DOVER SCHOOL DISTRICT
SCHOOL ADMINISTRATIVE UNIT #11
McCONNELL CENTER
61 LOCUST STREET SUITE 409
DOVER, NEW HAMPSHIRE 03820-4132
TEL (603) 516-6800
FAX (603) 516-6809

TO: Members Dover School Board
Dr. William R. Harbron, Superintendent of Schools
FROM: Libby M. Simmons, Business Administrator
DATE: November 13, 2017
RE: Dover Schools LED Lighting Upgrade Approval

In 2015, the City of Dover solicited and awarded a bid to Affinity LED Lighting, a Dover based business, to install LED lighting on any City property. To date, the ice arena, indoor pool, McConnell Center, Mast Road public works facilities have been completed, and the city's street lighting and outdoor decorative lighting is in the process of installation.

Five Dover schools were identified for assessment and include the Alternative School, Garrison Elementary School, Horne Street Elementary School, Dover Middle School, and Woodman Park Elementary School. Complete walk-throughs were performed on all properties and the data was submitted to Eversource for review and screening for these projects to qualify for the Municipal Smart Start Program. All five projects qualify for the program for a total Smart Start project cost in the amount of \$436,649.27 to be paid with savings on monthly electric bills. Estimated monthly savings are \$9,363, annual \$112,356.

Upon School Board approval, the resolution will be provided to City Council for review and approval. Once the City Council approves the project, Affinity LED will oversee the full turnkey project on installation and disposal of waste. The five schools will benefit from improved lighting quality, lower operating cost, elimination of nearly all maintenance costs, as well as a reduced carbon footprint.

I am requesting that the School Board approve this project. Thank you for your consideration.

Dover School District Mission Statement

Strengthening our community by educating every child, every day!

**Dover Schools LED Lighting Upgrade
Project Financing Summary**

	Dover Middle School	Horne Street School	Alternative School	Woodman Park School	Garrison School	TOTAL
Upgrade Project Cost	\$ 253,339.00	\$ 60,012.50	\$ 8,424.97	\$ 167,950.32	\$ 41,484.45	\$ 531,211.24
Smart Start Program Charge	\$ 10,416.95	\$ 2,323.60	\$ 341.15	\$ 6,147.52	\$ 1,563.61	\$ 20,792.83
Eversource Rebate	\$ (45,000.00)	\$ (13,540.50)	\$ (1,602.00)	\$ (45,000.00)	\$ (10,212.30)	\$ (115,354.80)
Amount to be Financed	\$ 218,755.95	\$ 48,795.60	\$ 7,164.12	\$ 129,097.84	\$ 32,835.76	\$ 436,649.27
*Estimated Monthly Payment based on 34-51 month period						
Estimated Monthly Savings	\$ 4,557.42	\$ 1,038.20	\$ 210.71	\$ 2,806.47	\$ 643.84	\$ 9,256.64
Estimated Monthly Cash Flow	\$ 4,621.82	\$ 1,039.36	\$ 211.63	\$ 2,838.60	\$ 651.50	\$ 9,362.91
	\$ 64.40	\$ 1.16	\$ 0.92	\$ 32.13	\$ 7.66	\$ 106.27

*Using 100% of savings for shorter term repayment. (DMS 48-mo.; HSS 47-mo.; ALT 34-mo.; WPS 46-mo.; GES 51-mo.)

Public Service Company of New Hampshire d/b/a Eversource
SMART START Program - Customer Purchase Agreement: APPENDIX I
 Project Financing Summary / Repayment Option Approval

Prepared for: **City of Dover Schools**

Date Prepared: **04/12/2017**

Facility: **Middle School**

Eversource Account #: **800061808**

Description: **Lighting Upgrades**

Vendor: **Affinity LED Lighting**

COST / REBATE INFO	...NO Financing Pay Outright	...with Eversource Financing	Difference
Project Cost (from proposal):	\$253,339.00	\$253,339.00	
Eversource Rebate: *	- \$50,000.00	- \$45,000.00	\$5,000.00
Net Project Cost:	= \$203,339.00	= \$208,339.00	
SMART START Program Charge: ** (one time charge of 5%)	+ N/A	+ \$10,416.95	+ \$10,416.95
Total Project Cost:	= \$203,339.00 (outright cost)	= \$218,755.95 (amount financed)	\$15,416.95 ("cost" to finance)

ESTIMATED SAVINGS INFO ***

Estimated Annual Bill Savings:

\$55,461.84

Estimated Monthly Bill Savings:

\$4,621.82

75% of Est. Monthly Svgs:

\$3,466.37

25% of Est. Monthly Svgs:

\$1,155.45

Eversource Rate: **GV**

Rates in effect as of: 01/01/2017

Est. kWh Savings: **337,253**

Est. KW Savings: **118**

Months w/ KW Svgs: **9**

PAYMENT INFO ****

Payment Option 1 - Keep 25% of the Est. Monthly Bill Savings as immediate Cash Flow. Use 75% to repay Eversource.

Payment Option 2 - Use 100% of the Est. Monthly Bill Savings to repay Eversource. (Shorter Repayment Term)

Initial Choice	Consecutive Payments of (Delivery Charge)	x	Repayment Term (Months)	=	Total Payments	Estimated Monthly Cash Flow ***
☐ Payment Option 1 (Use 75% Keep 25%)	\$3,472.32	x	63	=	\$218,756.16	\$1,149.50
☐ Payment Option 2 (Use 100%)	\$4,557.42	x	48	=	\$218,756.16	\$64.40

SIGNATURE / APPROVAL

By signing below I authorize the repayment schedule (Payment Option), chosen above, as initialed in the box next to the Option chosen

By: _____ By: _____ Date: _____
 print name signature

* Rebates for Projects that are financed through the SMART START Program are subject to a 10% reduction.

** The SMART START Program Charge is a one time charge assessed at 5% of the Net Project Cost.

*** All Bill Savings and Cash Flow figures are estimates only and are not guaranteed nor implied.

**** Due to the requirement for the Repayment Term to be a whole number in months the Repayment Delivery Charge may not exactly equal 75% or 100% of the savings.

Public Service Company of New Hampshire d/b/a Eversource
SMART START Program - Customer Purchase Agreement: APPENDIX I
Multiple Projects: Project Financing Summary / Payment Option Approval

Prepared for: Dover School District

Date: 11/07/2017

Name:	Horne St.	Alt School	Woodman	Garrison		
Account #:	8000061810		800061812	800061811		Totals
COST / REBATE INFO						
A) Project Cost	\$60,012.50	\$8,424.97	\$167,950.32	\$41,484.45	\$0.00	\$277,872.24
B) Smart Start Rebate	\$13,540.50	\$1,602.00	\$45,000.00	\$10,212.30	\$0.00	\$70,354.80
C) Net Project Cost	\$46,472.00	\$6,822.97	\$122,950.32	\$31,272.15	\$0.00	\$207,517.44
D) Program Charge (5% of Net)	\$2,323.60	\$341.15	\$6,147.52	\$1,563.61	\$0.00	\$10,375.88
Total Project Cost (A - B + D) = (amount financed thru Eversource)	\$48,795.60	\$7,164.12	\$129,097.84	\$32,835.76	\$0.00	\$217,893.32

SAVINGS INFO						
Estimated Annual Bill Savings	\$12,472.33	\$2,539.53	\$34,063.23	\$7,818.05	\$0.00	\$56,893.13
Estimated Monthly Bill Savings	\$1,039.36	\$211.63	\$2,838.60	\$651.50	\$0.00	\$4,741.09
75% of Est. Monthly Bill Savings	\$779.52	\$158.72	\$2,128.95	\$488.63	\$0.00	\$3,555.82

PAYMENT INFO		Choose either OPTION 1 or OPTION 2 by initialing appropriate box for each project				
OPTION 1: Using 75% of Savings:		☐	☐	☐	☐	☐
Monthly Repayment Amount	\$787.03	\$159.20	\$2,151.63	\$490.09		
Term (# of Months)	62	45	60	67		
Total Repayment Amount	\$48,795.86	\$7,164.00	\$129,097.80	\$32,836.03		\$217,893.69
OPTION 2: Using 100% of Savings:		☐	☐	☐	☐	☐
Monthly Repayment Amount	\$1,038.20	\$210.71	\$2,806.47	\$643.84		
Term (# of Months)	47	34	46	51		
Total Repayment Amount	\$48,795.40	\$7,164.14	\$129,097.62	\$32,835.84		\$217,893.00

SIGNATURE / APPROVAL

By signing below I authorize the repayment schedule, chosen above, as initialed for each of the projects.

By: _____ By: _____ Date: _____
print name signature

	Rate:	GV	G	GV	gv	gv
DETAILED SAVINGS INFO						
Estimated kWh saved		76,606	14,094	217,450	49,494	357,644
kWh rate (effective January 1, 2017)		\$0.12108	\$0.12665	\$0.12108	\$0.12108	\$0.12108
Total Est. kWh savings		\$9,275.45	\$1,785.03	\$26,328.85	\$5,992.73	\$43,382.07
Estimated KW Demand saved		23	5	56	13	98
KW rate (effective January 1, 2017)		\$13.75	\$15.09	\$13.75	\$13.75	\$13.75
# of months of KW Reduction/yr		10	10	10	10	
Total Est. KW Demand savings		\$3,196.88	\$754.50	\$7,734.38	\$1,825.31	\$13,511.06
Total Estimated Bill Savings		\$12,472.33	\$2,539.53	\$34,063.23	\$7,818.05	\$56,893.13

NOV 20 2017

Dover, New Hampshire

November 16, 2017

Dover City Council
City of Dover
288 Central Avenue
Dover, NH 03820

RE: Important Information—Price Changes

Dear Members of the Council:

We are committed to delivering the entertainment and services our customers in your community rely on today, and the new experiences they will love in the future. As we continue to invest in our network, products and services, the cost of doing business rises. Among our largest increasing costs are the fees we pay to programmers so that we can continue to offer the best in entertainment, news and sports. As a result, starting December 20, 2017 prices for certain services and fees will be increasing, including the Broadcast TV Fee and Regional Sports Fee. A copy of the notice customers will be receiving is enclosed.

While some prices may have increased, we are always investing in technology to drive innovation. We are working hard to bring our customers great value every day and exciting new developments in the near future, including the following.

- The most TV shows and movies available On Demand
- Innovative X1 Voice Remote that makes searching for shows and movies easier
- Self-service options to save our customers time and adapt to their schedule
- Access to Netflix and YouTube content on XFINITY X1
- America's best internet provider, according to Speedtest.net
- The fastest internet and the most WiFi coverage throughout customers' homes
- A new way to personalize and control home networks with Xfinity xFi

A copy of the notice customers will receive with their bill after November 19, 2017 is enclosed. We know you may have questions about these changes. If I can be of any further assistance, please contact me at 603-224-1871, ext. 202.

Sincerely,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government & Regulatory Affairs

Enclosure: Customer Notice

IMPORTANT INFORMATION REGARDING YOUR XFINITY SERVICES AND RATES

Brentwood, Dover, Durham, East Kingston, Epping, Exeter, Fremont, Greenland, Hampton, Hampton Falls, Kensington, Lee, Madbury, New Castle, Newfields, Newington, Newmarket, North Hampton, Nottingham, Portsmouth, Raymond, Rollinsford, Rye, Seabrook, Somersworth & Stratham, NH

Effective December 20, 2017

We hope you are enjoying your Xfinity services.

As a Comcast employee who lives and works in your area, I am proud of the improvements we continue to make to bring you the best in entertainment and communications. There are many options out there, and I appreciate you choosing us as your provider.

As we continue to invest in our network, products and services, the cost of doing business rises. You may also be aware that we pay increasing programming fees to offer the best in entertainment, news and sports and they are among our largest costs. As a result, certain services and fees will be increasing in the next month or so.

We are providing this information in advance so you can plan accordingly. Please see the following pages in this bill for details on upcoming price changes in your area. For more information on the ways your bill can change and specifics on charges, visit xfinity.com/pricechanges.

You have my commitment that we will always work to bring you the best value for your services.

Thank you for being an Xfinity customer.

Tracy Pitcher
Regional Senior Vice President

We're working hard to bring you great value every day, and exciting new developments in the future.

- Xfinity Mobile
- Xfinity xFi delivers the control and coverage you need for your home WiFi
- The most WiFi hotspots nationwide
- Watch thousands of TV shows and movies with Xfinity On Demand
- Xfinity Stream app – live TV and sports on the go
- Simple, easy and fast account management with Xfinity My Account
- YouTube on X1 plus more apps coming soon

If you are currently receiving services on a promotional basis, under a minimum term agreement associated with a specific rate, or in the guaranteed period of one of our SurePrice plans, the prices for those specific services will not be affected during the applicable period. However, equipment charges, taxes and fees, including Broadcast TV Fee and Regional Sports Network Fee, are subject to change.

Brentwood, Dover, Durham, East Kingston, Epping, Exeter, Fremont, Greenland, Hampton, Hampton Falls, Kensington, Lee, Madbury, New Castle, Newfields, Newington, Newmarket, North Hampton, Nottingham, Portsmouth, Raymond, Rollinsford, Rye, Seabrook, Somersworth & Stratham, NH

87732000 (1100, 1220, 1230, 1240, 1250, 1260, 1270, 1280, 1290, 1300, 1330, 1340, 1350, 1360, 1370, 1380, 1390, 1400, 1410, 1420, 1440, 1450, 1460, 1470, 1480, 1490)

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IMPORTANT INFORMATION REGARDING YOUR XFINITY SERVICES AND RATES

Brentwood, Dover, Durham, East Kingston, Epping, Exeter, Fremont, Greenland, Hampton, Hampton Falls, Kensington, Lee, Madbury, New Castle, Newfields, Newington, Newmarket, North Hampton, Nottingham, Portsmouth, Raymond, Rollinsford, Rye, Seabrook, Somersworth & Stratham, NH

Effective December 20, 2017

TRIPLE PLAY PACKAGES

	Current	New
Starter XF Triple Play Bundle	\$148.49	\$153.49
Preferred XF Triple Play Bundle	\$161.49	\$166.49
HD Preferred XF Triple Play Bundle	\$171.49	\$176.49
HD Preferred Extra XF Triple Play Bundle	\$188.49	\$193.49
HD Premier XF Triple Play Bundle	\$216.49	\$221.49
HD Complete XF Triple Play Bundle	\$246.49	\$251.49
Economy Plus Latino Triple Play	\$135.99	\$140.99
Starter Latino Triple Play	\$143.49	\$148.49
Preferred Latino Triple Play	\$161.49	\$166.49
Preferred Extra Latino	\$171.49	\$176.49

DOUBLE PLAY PACKAGES

	Current	New
Internet Plus	\$82.95	\$85.95
Internet Pro Plus with HBO®	\$89.95	\$92.95
Internet Pro Plus with Showtime®	\$86.95	\$89.95
Internet Plus Latino	\$82.95	\$85.95

XFINITY® TV

	Current	New
Broadcast TV Fee	\$7.00	\$8.00
Franchise Related Cost		
Newmarket	\$22	\$00
Regional Sports Fee	\$5.00	\$6.75
TV Box Limited Basic	\$1.00	\$2.50
HD TV Box Limited Basic	\$2.00	\$2.50

INSTALLATION FEES (Effective 1/1/18)

	Current	New
Hourly Service Charge - Initial Installation of Service	\$35.20	\$40.00
Hourly Service Charge - After Initial Installation of Service	\$35.20	\$40.00

MISCELLANEOUS

	Current	New
Late Fee	\$9.50	\$10.00

XFINITY® Voice

	Current	New
Internet/Voice Equipment Rental	\$10.00	\$11.00

XFINITY® Internet

	Current	New
Performance Pro - XFINITY Internet Service Only	\$84.95	\$89.95
Performance Pro - with XFINITY TV or Voice Service	\$71.95	\$76.95
Blast! - XFINITY Internet Service Only	\$87.95	\$92.95
Blast! - with XFINITY TV or Voice Service	\$74.95	\$79.95
Performance Pro Speed Upgrade	\$10.00	\$15.00
Blast! Speed Upgrade	\$13.00	\$18.00
Extreme Pro Speed Upgrade	\$12.00	\$7.00
Gigabit Speed Upgrade	\$17.00	\$12.00
Gigabit Pro Speed Upgrade	\$225.00	\$220.00
Internet/Voice Equipment Rental	\$10.00	\$11.00



Services & Pricing

Effective January 1, 2018

1-800-XFINITY | xfinity.com

BRENTWOOD, NH

Dover, Durham, East Kingston, Epping, Exeter, Fremont, Greenland, Hampton, Hampton Falls, Kensington, Lee, Madbury, New Castle, Newfields, Newington, Newmarket, North Hampton, Nottingham, Portsmouth, Raymond, Rollinsford, Rye, Seabrook, Somersworth & Stratham, NH

BUNDLED PACKAGES^{1,2}

QUAD PLAY PACKAGES

QUAD PLAY PACKAGE PRICING BELOW IS ADDITIONAL TO TRIPLE PLAY PACKAGE PRICING

with Secure add ³	\$39.95
For SurePrice add ⁴	\$35.00

TRIPLE PLAY PACKAGES

Starter XF Triple Play Bundle

Includes Digital Starter for primary outlet, Performance Pro Internet and XFINITY Voice Unlimited	\$153.49
SurePrice⁵	\$124.99

Preferred XF Triple Play Bundle

Includes Digital Preferred for primary outlet, Performance Pro Internet and XFINITY Voice Unlimited	\$166.49
SurePrice⁵	\$144.99

HD Preferred XF Triple Play Bundle

Includes Digital Preferred and Starz [®] for primary outlet, HD Technology Fee, Performance Pro Internet and XFINITY Voice Unlimited	\$176.49
SurePrice⁵	\$154.99

HD Premier XF Triple Play Bundle

Includes Digital Premier, Streampix and DVR Service or AnyRoom DVR Service for primary outlet, HD Technology Fee, Blast! Internet and XFINITY Voice Unlimited	\$221.49
SurePrice⁵	\$194.99

HD Preferred Extra XF Triple Play Bundle

Includes Digital Preferred, Showtime [®] , Starz [®] , The Movie Channel [®] and Streampix for primary outlet, HD Technology Fee, Blast! Internet and XFINITY Voice Unlimited	\$193.49
SurePrice⁵	\$174.99

HD Complete XF Triple Play Bundle

Includes Digital Premier, Streampix, Sports Entertainment Package and DVR Service or AnyRoom DVR Service for primary outlet, Service to Additional TV on up to 3 TVs, HD Technology Fee, Blast! Internet, Internet/Voice Equipment Rental and XFINITY Voice Unlimited	\$251.49
SurePrice⁵	\$224.99

XFINITY LATINO TRIPLE PLAY PACKAGES

Economy Plus Latino Triple Play

Includes Economy Plus Latino TV for primary outlet, Performance Pro Internet, XFINITY Voice Unlimited and Carefree Minutes Latin America 300.	\$140.99
SurePrice⁵	\$124.99

Starter Latino Triple Play

Includes Starter Latino TV for primary outlet, Performance Pro Internet, XFINITY Voice Unlimited and Carefree Minutes Latin America 300.	\$148.49
SurePrice⁵	\$134.99

XF TRIPLE PLAY PACKAGE REWARDS / XFINITY LATINO TRIPLE PLAY PACKAGE REWARDS

	Regular Price	Starter XF, Starter Latino	Preferred XF, Preferred Latino	HD Preferred XF, Preferred Extra Latino	HD Preferred Extra XF	HD Premier XF ⁶	HD Complete XF ⁶
HBO [®]	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	Included	Included
Showtime [®]	\$12.00	\$12.00	\$12.00	\$12.00	Included	Included	Included
Starz [®]	\$12.00	\$12.00	\$12.00	Included	Included	Included	Included
Cinemax [®]	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	Included	Included
The Movie Channel [®]	\$12.00	\$12.00	\$12.00	\$12.00	Included	Included	Included
Sports Entertainment Package ⁸	\$9.95	\$9.95	\$9.95	\$9.95	\$9.95	\$9.95	Included
Streampix ²¹	\$4.99	\$4.99	\$4.99	\$4.99	Included	Included	Included
DVR Service ⁹	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	Included	Included
AnyRoom DVR Service ¹⁰	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	Included	Included
Service to Additional TV ¹¹	\$9.95	\$9.95	\$9.95	\$9.95	\$9.95	\$9.95	Included for three additional TVs
HD Technology Fee ¹²	\$9.95	\$9.95	\$9.95	Included	Included	Included	Included
Blast! Speed Upgrade	\$79.95	\$18.00	\$18.00	\$18.00	Included	Included	Included
Extreme Pro Speed Upgrade ³⁴	\$99.95	\$25.00	\$25.00	\$25.00	\$7.00	\$7.00	\$7.00
Gigabit Speed Upgrade ³⁴	\$104.95	\$30.00	\$30.00	\$30.00	\$12.00	\$12.00	\$12.00
Gigabit Pro Speed Upgrade ^{34,35}	\$299.95	\$238.00	\$238.00	\$238.00	\$220.00	\$220.00	\$220.00

Refer to the last page for additional information. For information about XFINITY policies and terms of service, go to xfinity.com/policies.

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Preferred Latino Triple Play	
Includes Digital Starter, Digital Preferred and XFINITY TV Latino for primary outlet, Performance Pro Internet, XFINITY Voice Unlimited and Carefree Minutes Latin America 300.	\$166.49
SurePrice⁵	\$144.99
Preferred Extra Latino Triple Play	
Includes Digital Starter, Digital Preferred, XFINITY TV Latino and Starz [®] for primary outlet, HD Technology Fee, Performance Pro Internet, XFINITY Voice Unlimited and Carefree Minutes Latin America 300.	\$176.49
SurePrice⁵	\$154.99

DOUBLE PLAY PACKAGES

Internet Plus	
Includes Limited Basic, HBO [®] , Streampix, TV Box and remote for primary outlet and Performance Internet	\$85.95
SurePrice⁵	\$64.99
Internet Pro Plus with HBO[®]	
Includes Digital Economy, HBO [®] and Streampix for primary outlet and Performance Pro Internet	\$92.95
SurePrice⁵	\$74.99
Internet Pro Plus with Showtime[®]	
Includes Digital Economy, Showtime [®] and Streampix for primary outlet and Performance Pro Internet	\$89.95
SurePrice⁵	\$74.99
Preferred XF Double Play	
Includes Digital Preferred for primary outlet and Performance Pro Internet	\$149.85
SurePrice⁵	\$109.99
Premier XF Double Play	
Includes Digital Premier for primary outlet and Performance Pro Internet	\$187.99
SurePrice⁵	\$139.99

XFINITY LATINO DOUBLE PLAY PACKAGES

Internet Plus Latino	
Includes Basic Latino TV, TV Box and remote for primary outlet and Performance Internet	\$85.95
SurePrice⁵	\$64.99
Economy Plus Latino Double Play	
Includes Economy Plus Latino TV for primary outlet and Performance Internet	\$111.90
SurePrice⁵	\$99.99
Starter Latino Double Play	
Includes Starter Latino TV for primary outlet and Performance Internet	\$131.90
SurePrice⁵	\$109.99
Preferred Latino Double Play	
Includes Digital Preferred and XFINITY TV Latino for primary outlet and Performance Pro Internet	\$167.80
SurePrice⁵	\$119.99

XFINITY TV¹

BASIC SERVICES

Limited Basic³⁷	\$24.75
Broadcast TV Fee (all areas)	\$8.00
Franchise Related Cost¹⁴	
East Kingston	\$0.20
Epping	\$0.15
Lee	\$0.04
Seabrook	\$0.22
Expanded Basic¹³ Includes TV Box and remote for primary outlet	\$45.20

DIGITAL SERVICES

Digital Economy	
Includes Limited Basic, additional digital channels, TV Box and remote for primary outlet, access to Pay-Per-View and On Demand programming and Music Choice	\$39.95
With XFINITY Voice or Internet Service	\$37.95
Digital Starter^{15,16}	
Includes Limited Basic, Expanded Basic, MoviePlex, access to Pay-Per-View and On Demand programming and Music Choice	\$69.95
Digital Preferred	
Includes Digital Starter and the Digital Preferred Tier	\$87.90
Digital Premier	
Includes Digital Preferred, HBO [®] , Showtime [®] , Starz [®] , Cinemax [®] and The Movie Channel [®]	\$134.90
Basic Latino TV Includes Limited Basic, XFINITY TV Latino, TV Box and remote for primary outlet	\$27.95
Economy Latino TV Includes Digital Economy and XFINITY TV Latino for primary outlet	\$41.95
Economy Plus Latino TV Includes Economy Latino TV and additional digital channels for primary outlet	\$49.95
Starter Latino TV Includes Economy Plus Latino TV and additional digital channels for primary outlet	\$69.95

XFINITY TV SERVICES

HBO^{®7}	\$15.00
Showtime^{®7}	\$12.00
Starz^{®7}	\$12.00
Cinemax^{®7}	\$12.00
The Movie Channel^{®7}	\$12.00
Playboy^{®7}	\$15.00
Digital Preferred Tier¹⁸	
Includes over 65 channels including CBS College Sports, Destination America, Disney XD, Encore and Science Channel	\$17.95
Digital Preferred Tier plus One Premium	
Includes Digital Preferred Tier and choice of Showtime [®] , Starz [®] , Cinemax [®] or The Movie Channel [®]	\$29.95
Digital Preferred Tier with HBO[®]	
Includes Digital Preferred Tier and HBO [®]	\$32.95
Digital Premier Tier	
Includes Digital Preferred Tier, HBO [®] , Showtime [®] , Starz [®] , Cinemax [®] and The Movie Channel [®]	\$64.95
Sports Entertainment Package⁸ Includes over 14 channels including NFL Red Zone and CBS Sports Network	\$9.95
Family Tier¹⁷ Includes over 10 channels including C-SPAN, Discovery Family Channel, Food Network, HGTV, Universal Kids, National Geographic Channel and The Weather Channel	\$14.95
HD Technology Fee¹²	\$9.95
DVR Service⁹	\$10.00
AnyRoom DVR Service¹⁰	\$10.00
Service to Additional TV¹¹	\$9.95
with DVR Service ⁹	\$19.95
with AnyRoom DVR Service	\$19.95
with AnyRoom DVR Service (client)	\$9.95
with CableCARD ¹⁹	\$7.45
Service to Additional TV with TV Adapter²²	\$5.99

INTERNATIONAL SELECTIONS⁷

Rai Italia (Italian)	\$9.99
TV5 MONDE (French)	\$9.99
CTI-Zhong Tian Channel (Chinese/Mandarin)	\$11.99

Refer to the last page for additional information. For information about XFINITY policies and terms of service, go to xfinity.com/policies.

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RTN (Russian)	\$14.99
Willow Plus (South Asian/Cricket Sport)	\$14.99
Zee TV (South Asian)	\$14.99
SIC International (Portuguese)	\$9.99
TV Globo (Portuguese/Brazilian)	\$19.99
PFC (Portuguese/Brazilian)	\$19.99
TV Globo & PFC (Portuguese/Brazilian)	\$24.99

PAY-PER-VIEW AND ON DEMAND SUBSCRIPTION SERVICES²⁰

Eros Now On Demand	\$12.99
Eros Now On Demand w/a South Asian international selection	\$9.99
here! TV On Demand	\$7.99
The Jewish Channel On Demand	\$6.99
Disney Family Movies On Demand	\$5.99
Gaiam TV Fit & Yoga On Demand	\$6.99
Lifetime Movie Club On Demand	\$3.99
History Vault On Demand	\$4.99
Kidstream On Demand	\$4.99
Grokker Yoga Fitness On Demand	\$6.99
UP Faith and Family On Demand	\$4.99
Anime Network On Demand	\$6.99
Stingray Karaoke On Demand	\$6.99
DOGTV On Demand	\$4.99
Gaia On Demand	\$9.99
AMC Premiere On Demand	\$5.99
Streampix²¹	\$4.99
Pay-Per-View and On Demand Movies and Events²³ (per title or event)	Prices Vary
Vivid On Demand Subscription²⁴	\$19.99
Hustler On Demand Subscription²⁴	\$19.99
TEN On Demand Subscription²⁴	\$19.99
Girlfriends Films On Demand²⁴	\$19.99
Too Much for TV On Demand	\$14.99
Wicked On Demand²⁴	\$19.99
Urban Fantasy On Demand²⁴	\$19.99
Falcon On Demand²⁴	\$19.99
Homegrown Amateur On Demand²⁴	\$19.99

SPORTS PACKAGES²⁰

MLB Extra Innings[®]	Call 1-800-XFINITY for pricing
NHL[®] Center Ice[®]	Call 1-800-XFINITY for pricing
NBA League Pass	Call 1-800-XFINITY for pricing

XFINITY TV EQUIPMENT

TV Box Limited Basic	\$2.50
TV Box	\$2.50
Remote	\$0.18
HD TV Box Limited Basic	\$2.50
TV Adapter (Limited Basic — Primary TV)	\$0.00
TV Adapter (Limited Basic — 1st and 2nd Additional TVs)	\$0.00
TV Adapter (Limited Basic — 3rd Additional TV)	\$0.50
CableCARD (first card in device)	\$0.00
CableCARD (second card in same device)	\$0.80

INSTALLATION (PER OCCURRENCE UNLESS NOTED)	Initial Installation of Service	After Initial Installation of Service
Professional Installation^{25,26}	\$79.99	N/A
Hourly Service Charge²⁵ For custom installation work	\$40.00	\$40.00
In-Home Service Visit²⁷	N/A	\$40.00
XFINITY Internet Gigabit Pro Professional Installation (per occurrence)		\$500.00
Wireless Networking On-Site Professional Set-Up (Separate trip, per occurrence)		\$99.95
Wireless Networking On-Site Professional Set-Up (each additional device over 4 devices per occurrence)		\$29.95

REACTIVATION

(NO IN-HOME VISIT REQUIRED—PER OCCURRENCE UNLESS NOTED)

Reactivation - TV	\$6.00
Reactivation - Internet	\$6.00
Reactivation - Voice	\$6.00

MISCELLANEOUS (PER OCCURRENCE UNLESS NOTED)

Customer-Owned Video Equipment Credit See www.comcast.com/equipmentpolicy for additional information	\$2.50
Regional Sports Fee²⁸ (per month)	\$6.75
Service Protection Plan²⁹ (per month) Optional plan that protects against charges for service visits to diagnose or repair In-Home Wiring that works with residential XFINITY TV, XFINITY Internet, or XFINITY Voice services. See xfinity.com/spp for terms.	\$5.95
Field Collection Charge Visit to customer's residence required to collect past due balance or unreturned equipment	\$30.00
Returned Payment Item (each)	\$25.00
Late Fee	\$10.00
Agent Assisted Payment For payment made by phone with a Customer Care Representative	\$5.99
Unreturned or Damaged Equipment Fees³⁰ (per piece)	Replacement Cost
Self Install Kit Shipping and Handling (Standard Shipping)	\$15.00
Self Install Kit Shipping and Handling (Priority Shipping)	\$29.95
Accessory Shipping and Handling	\$5.95
TV Guide[®] Weekly Magazine (per month)	\$4.20

XFINITY VOICE^{1,31}

XFINITY Voice—Unlimited	\$44.95
With TV and Internet Service	\$39.95
XFINITY Voice—Local with More	\$34.95
With TV or Internet Service	\$24.95

CAREFREE MINUTES INTERNATIONAL CALLING PLANS

Carefree Minutes International Calling Plans are additional call plans to specific countries or international regions

Carefree Minutes Latin America 300	\$9.95
Carefree Minutes World Select 300	\$9.95

OTHER CHARGES (PER MONTH UNLESS OTHERWISE INDICATED)

Voicemail	\$3.95
Additional Line with Calling Features	\$21.95
Additional Line without Calling Features	\$11.95

Refer to the last page for additional information. For information about XFINITY policies and terms of service, go to xfinity.com/policies.

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Internet/Voice Equipment Rental	\$11.00
Unreturned or Damaged Equipment Fees³⁰ (per piece, per occurrence)	Replacement Cost

XFINITY INTERNET^{1,32}

	XFINITY Internet Service Only	with XFINITY TV or Voice Service
Performance Starter³³	\$49.95	\$49.95
Performance	\$74.95	\$61.95
Performance Pro	\$89.95	\$76.95
Blast!	\$92.95	\$79.95
Extreme Pro³⁴	\$99.95	\$86.95
Gigabit³⁴	\$104.95	\$91.95
Gigabit Pro^{34,35}	\$299.95	\$299.95
Internet/Voice Equipment Rental	\$11.00	
Ciena 3931 Modem & Netgear Wireless Router Rental³⁶	\$19.95	
Additional IP Address (first)	\$4.95	
Additional IP Address (each additional, up to 3 additional)	\$9.00	
Wireless Adapter (each, one-time charge)	\$30.00	
Gigabit Pro Activation Fee (per occurrence)	\$500.00	
Unreturned or Damaged Equipment Fees³⁰ (per piece, per occurrence)	Replacement Cost	

- 1 Certain services available separately or as a part of other levels of service. Comcast service is subject to Comcast's standard terms and conditions of service. Unless otherwise specified, prices shown are the monthly charge for the corresponding service, equipment or package. Prices shown do not include applicable taxes, franchise fees, FCC fees, Regulatory Recovery Fee, Public Access fees, other state or local fees or other applicable charges (e.g., per-call toll or international charges). Prices, services and features are subject to change. If you are an XFINITY TV customer and you own a compatible TV Box or CableCARD device, please call 1-800-XFINITY for pricing information or visit www.xfinity.com/equipmentpolicy. ©2017 Comcast. All rights reserved.
- 2 Requires Internet/Voice Equipment, except for the Complete Triple Play Packages.
- 3 XFINITY Home Secure requires 2 year agreement with early termination fee. Early termination fee applies if all XFINITY services are terminated during the agreement term. For additional information go to www.xfinity.com/home.
- 4 SurePrice only available for 12 months to Quad Play customers with Starter XF Triple Play, Preferred XF Triple Play, HD Preferred XF Triple Play and HD Preferred Extra XF Triple Play customers after 12 month promotional pricing with 12 month contract. SurePrice only available for 12 months to Quad Play customers with HD Premier XF Triple Play and HD Complete XF Triple Play customers after 24 month promotional pricing with 24 month contract.
- 5 SurePrice only available to qualifying 12 month promotional packages.
- 6 AnyRoom DVR Service is included with HD Premier XF Triple Play and HD Complete XF Triple Play if AnyRoom DVR Service is installed on primary outlet.
- 7 Requires TV Box or CableCARD and Limited Basic.
- 8 Requires Digital Starter.
- 9 Requires HD Technology Fee. Service to Additional TV required for DVR Service on additional TVs. Not available to customers with Limited Basic only.
- 10 Sold only with Service to Additional TV for up to 3 TVs, maximum 3 clients per household. Requires HD Technology Fee and professional installation. Not available to customers with Limited Basic only.
- 11 Not available to Limited Basic only customers. Digital service tier on additional TV corresponds to digital service tier on primary outlet.
- 12 Not available to customers with Limited Basic only. Must subscribe to HD Technology Fee to receive HD programming.
- 13 Requires Limited Basic.
- 14 Franchise Related Costs are costs associated with providing public, educational and/or government access facilities and equipment and/or other related costs in your community.
- 15 For Stratham customers: Discount of \$2.00 or 10% off of Digital Starter available to seniors who qualify for discount. Age restrictions apply. Call 1-800-XFINITY for more information." Also, current disclaimer 17 should start with "For Exeter, Seabrook and Somersworth customers
- 16 For Exeter Seabrook and Somersworth customers: Discount of \$2.00 off of Digital Starter available to seniors who qualify for discount. Age and income restrictions apply. Call 1-800-XFINITY for more information.
- 17 Requires TV Box and Limited Basic and cannot be combined with Expanded Basic. Family Tier programming included in Digital Services except for XFINITY TV Latino.
- 18 Requires Digital Starter or Starter Latino TV.
- 19 Not available to customers with Limited Basic only. Includes a customer-owned video equipment credit. An additional charge will apply for additional CableCARDS in the same device.

- 20 Requires TV Box and Limited Basic. Subscription can be billed at once or in 4 total payments. Restrictions may apply.
- 21 Requires TV Box and Limited Basic to receive Streampix on television. Requires HD Technology Fee to receive HD programming. Streaming to iOS device requires XFINITY TV app. Internet service with bandwidth of at least 600 Kbps and a subscription to Limited Basic. Streaming to laptop/computer requires equipment meeting minimum requirements posted at <https://www.xfinity.com/support/internet/requirements-to-run-xfinity-internet-service/>. Internet service with bandwidth of at least 600Kbps and a subscription to Limited Basic.
- 22 Includes TV Adapter and remote. Digital service tier on additional TV corresponds to digital service tier on primary outlet. Does not include access to On Demand content, premium channels or channel numbers above 1000 unless otherwise noted on the channel lineup. Not available to customers with Limited Basic only.
- 23 Price of Pay-Per-View and On Demand Movie or Event is displayed prior to the completion of the Pay-Per-View or On Demand ordering process.
- 24 Requires Limited Basic and digital converter. Not available in all areas.
- 25 Standard installations include installations up to 125 feet from existing Comcast plant, unless noted differently in the local franchise agreement. Custom installations include installations which require in-wall wiring or installations in extensive drop ceilings, basements, or crawl spaces.
- 26 Includes standard installation of XFINITY TV, XFINITY Internet and/or XFINITY Voice and installation of additional outlets and wireless networking set-up if requested at time order is placed. Does not include installations of XFINITY Home or XFINITY Gigabit Pro Internet.
- 27 Applies to installation, relocation and activation of additional outlets as well as upgrade downgrades of service after initial installation of service and in-home visits not covered under Service Protection Plan. Does not cover installation or in-home visits for XFINITY Home.
- 28 Applies to XFINITY TV Digital Starter and above and Starter Latino TV.
- 29 See <http://www.xfinity.com/spp> for information on Service Protection Plan.
- 30 Contact 1-800-XFINITY for questions regarding equipment replacement charges.
- 31 Requires Internet/Voice Equipment. Unlimited Local and Long Distance package pricing applies only to direct dialed calls from home to locations included in the plan. Plans do not include other international calls. For more information regarding XFINITY Voice pricing go to <http://www.xfinity.com/corporate/about/phoneterms/service/comcastdigitalvoice/cdvstatepricing.html>.
- 32 Internet/Voice Equipment required. For more information regarding XFINITY Internet go to <http://www.xfinity.com/internet-service.html>.
- 33 Download speed up to 10 Mbps and upload speed up to 2 Mbps. Many factors affect speed. Actual speeds may vary and are not guaranteed.
- 34 Not available in all areas. May require installation and non-refundable installation charge.
- 35 Requires 2 year contract. Monthly rental of Gigabit Pro compatible cable modem/router additional. Activation and professional installation fees additional. Gigabit Pro does not qualify for Comcast 30-day money back guarantee.
- 36 Requires Gigabit Pro.
- 37 Requires TV Adapter, CableCARD or TV Box.

XFINITY Home License Numbers:

AL: 001484, 001504; AR: 12-030; AZ: ROC 280515, BTR 18287-0; CA: CSLB 974291, ACO 7118; CT: ELC 0189754-C5; DE: FAL-0299, FAC-0293, SSPS 11-123; FL: EF0000921, EF20001002, EF0001095; GA: LVU406303, LVU406264, LVU406190, LVU406354; IL: PACA 127-001503; LA: F1691; MA: SS-001968; MD: 107-1776; ME: LM50017039; MI: 3601206217; MN: TS674412; NC: 2335-CSA, 29443-SP-FA/LV; NJ: Burglar and Fire Alarm Business Lic. # 348F00047700; NM: 373379; NY: licensed by the N.Y.S. Department of State 12000305421; OH: LIC# 53-89-1732; OR: CCB 192945; SC: BAC-13497, FAC-13440; TN: ACL 1597, ACL 1604; TX: ACR-1672104, -1818, B16922, B02571; UT: 8226921-6501; VA: 2705145289, DCJS 11-7361; VT: ES-02366; WA: COMCABS892DS; WASHINGTON, DC: ECS 902687, BBL 602512000005; WV: WV049211.

MS: 15018010

Valid 4/19/17. See www.xfinity.com/home-security for current list.

IMPORTANT INFORMATION REGARDING YOUR XFINITY SERVICES AND RATES

SUPPLEMENT - In addition to the price changes listed on the general IMPORTANT INFORMATION REGARDING XFINITY SERVICES AND RATES NOTICE, the prices for the following services will also change.

Effective December 20, 2017

TRIPLE PLAY PACKAGES	Current	New
MDU Preferred Extra Triple Play	\$119.99	\$124.99
MDU Preferred Triple Play	\$107.99	\$112.99

INTERNET SERVICES	Current	New
Galaxy with modem rental	\$58.95	\$59.95
NetOne with modem rental	\$58.95	\$59.95

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTION	Current	New
Value Plus Triple Play Bundle	\$136.49	\$141.49
Value Plus LD Triple Play Bundle	\$136.49	\$141.49
Economy Video Triple Play Bundle	\$149.85	\$154.85
HD Starter Triple Play Bundle	\$156.49	\$161.49
HD Preferred Plus Triple Play Bundle	\$181.49	\$186.49
HD Preferred Plus with Sports Triple Play Bundle	\$191.49	\$196.49
MDU HD Preferred Triple Play	\$117.99	\$122.99
MDU HD Preferred Plus Triple Play	\$137.99	\$142.99
MDU Preferred Plus Triple Play	\$127.99	\$132.99
MultiLatino Ultra Triple Play	\$156.49	\$161.49
MultiLatino HD Ultra Triple Play	\$166.49	\$171.49
MultiLatino HD Ultra Plus Triple Play	\$186.49	\$191.49
MultiLatino HD Total Triple Play	\$211.49	\$216.49
Performance Extra Double Play	\$72.95	\$75.95
Blast Extra Double Play	\$85.95	\$90.95
Blast Plus Double Play	\$95.95	\$100.95
Blast Plus with HBO Double Play	\$102.95	\$107.95
HD Entertainment Double Play	\$149.99	\$154.99
Internet Extreme 150 Speed Upgrade (Triple Play Rewards)	\$25.00	\$20.00
Sports Entertainment Package (Triple Play Rewards)	\$8.95	\$9.95

ADDITIONAL IMPORTANT INFORMATION:

Effective December 20, 2017, the **XFINITY 2150 Latino Double Play** package will be renamed to **Basic Latino Double Play** and the **XFINITY 3150 Latino Triple Play** package will be renamed to **Basic Latino Triple Play**. The price and services received with these packages are not affected by these changes.

Starting December 20, 2017, due to increased business costs, the price of **XFINITY Instant TV Sports and News** pack will increase from \$25.00 to \$28.25 per month. Taxes and fees apply.



November 16, 2017

Dover City Council
City of Dover
288 Central Avenue
Dover, NH 03820

Re: International Channel Package Launch

Dear Members of the Council:

We are pleased to share another enhancement we are making to our Xfinity TV offerings.

Comcast will launch up to 42 international channels and up to 30 new international packages in early December (starting on or around December 6th). This launch will give customers access to more international content such as Bollywood movies, Brazilian telenovelas and Chinese news, to name a few.

Xfinity TV customers who would like to purchase these new international offerings will need the necessary equipment to access this cable programming, e.g. X1 or the Xfinity Beta App on Roku.

When these new international channels and packages launch, we will have a dedicated landing page - xfinity.com/moreinternational, which will provide additional information in early December.

Please do not hesitate to contact me at 603-224-1871, ext. 202 should you have questions.

Sincerely,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government & Regulatory Affairs