



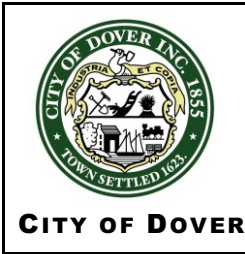
CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, July 11, 2018**
Meeting Time: **7:00pm**

- 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. SETTING OF PROPERTY TAX EXEMPTIONS FOR ELDERLY, BLIND AND DISABLED FOR FISCAL YEAR 2019**
SPONSORED BY COUNCILOR SHANAHAN
- 8. CITIZEN'S FORUM**

Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.
- 9. CITY MANAGER'S REPORT**
- 10. APPROVAL OF MINUTES**
 - A. June 27, 2018 – Regular Meeting**
- 11. MAYOR'S REPORT**
- 12. UNFINISHED BUSINESS**
 - A. ORDINANCES IN THE 2nd READING**
 - B. ORDINANCES IN THE 3RD READING**
 - C. RESOLUTIONS**
 - 1. SETTING OF PROPERTY TAX EXEMPTIONS FOR ELDERLY, BLIND AND DISABLED FOR FISCAL YEAR 2019**
SPONSORED BY COUNCILOR SHANAHAN



CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
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Meeting Date: **Wednesday, July 11, 2018**
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13. NEW BUSINESS

A. CONSENT CALENDAR

1. **RAFFLE – Dover Baseball**
2. **RAFFLE – My Breast Cancer Support**
3. **ROAD RACE – Wentworth-Douglass Hospital**
4. **TAG - Dover Little Green Football**
5. **B18007 SOLAR POWER PURCHASE AGREEMENT FOR DOVER HIGH SCHOOL AND CAREER TECHNICAL CENTER**
SPONSORED BY MAYOR WESTON BY REQUEST
6. **SOLAR POWER PURCHASE AGREEMENT FOR DOVER INDOOR POOL AND THE CHILDREN'S MUSEUM OF NEW HAMPSHIRE**
SPONSORED BY MAYOR WESTON BY REQUEST
7. **B18047 HENRY LAW PARK SHADE SAILS**
SPONSORED BY MAYOR WESTON BY REQUEST
8. **B18084 DESIGN CONSULTANT FOR COCHECO STREET PUMP STATION RECONSTRUCTION**
SPONSORED BY MAYOR WESTON BY REQUEST
9. **OPERATION AND MAINTENANCE OF TOLEND ROAD PUMP STATION AND SEWER FORCE MAIN**
SPONSORED BY MAYOR WESTON BY REQUEST

COMMITTEE REPORTS

- | | |
|-------------------------------------|---|
| 1. School Board | 14. Ordinance Committee |
| 2. Planning Board | 15. Parking Commission |
| 3. 400th Anniversary Committee | 16. Pool Advisory Committee |
| 4. Appointments Committee | 17. Recreation Advisory Board |
| 5. Arena Commission | 18. Solid Waste Advisory Commission |
| 6. Arts Commission | 19. Transportation Advisory Commission |
| 7. Conservation Commission | 20. Waterfront TIF Advisory Board |
| 8. Downtown TIF Advisory Board | 21. Joint Building Committee – Dover High School and Regional Career Technical Center |
| 9. Energy Commission | 22. Joint Building Committee Garrison Elementary School |
| 10. Heritage Commission | 23. COAST |
| 11. Legislative Liaison | 24. Dover Main Street |
| 12. Library Board of Trustees | |
| 13. McConnell Center Advisory Board | |



CITY OF DOVER

CITY COUNCIL - AGENDA

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B. RESOLUTIONS

1. SUPPORT OF IMMIGRANTS

SPONSORED BY MAYOR WESTON AND COUNCILORS SHANAHAN AND KEANE

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

16. ADJOURN

City Manager's Report

July 11, 2018

Reporting on June 2018



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 06/06/2018 BUT BEFORE 07/05/2018, 4 REQUESTS
- DOVER, NH – NAMES OF FERTILIZERS, PESTICIDES & TURF TREATMENTS
- DOVER, NH – BID PACKAGE #B18037
- WASHINGTON – CONTACT INFO FOR IT PERSONNEL
- PORTSMOUTH, NH – COMPLAINTS FILED RE: 251 KNOX MARSH RD
- ONLINE – RESIDENTIAL & COMMERCIAL BUILDING PERMITS ISSUED 01.01.03 TO PRESENT
- PENNSYLVANIA – PHASE 1 ENV SITE ASSESSMENT-871 CENTRAL AVENUE
- TEXAS – PHASE 1 ENV SITE ASSESSMENT FOR 63 4TH STREET

Financial Outcomes: Litigation

Ventas Realty Limited Partnership v. City:

(2014 tax year) Bench Trial held June 2018. Awaiting Judge's ruling.

(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. Case stayed pending resolution of 2014 case.

Opioid Epidemic Litigation: Retained services of Robbins Geller of Boca Raton, Florida for fraudulent marketing practices of pharmaceutical manufacturers. Suit filed in USCD in Concord.

	For month	FY18	FY17	FY16
Legal Matters/Questions Handled	39	456	354	244
Document Creation & Review Including Contracts	31	259	271	267
Right to Know Requests Processed	11	94	73	66
Resolutions	09	67	42	53
Ordinances	01	10	13	29

Product & Process Outcomes: Assistance to City Departments

City Council	Drafting/review of resolutions and ordinances; Opioid litigation
City Manager	Review of documents for signature; 91-As; Ongoing work with General Code; City Hall Flag; Agency Fee ruling
Community Services	Right-of-way inquiry; Manhole issue; Request to remove trees; Road acceptance; Code enforcement
Executive	HealthTrust Benefit Advantage Services Agreement
Fire & Rescue	Review of Emergency Medical Affiliation Agreement; Restaurant Code violations; Clinical Internship Affiliation; Field Practicum Agreement
Finance	Discharges and Liens; Review of resolutions for disposal of tax deeded real estate; Scholarship proposal; Revolving Loan Fund Supplemental Agreement; Claim for Damages; Disposal of tax deeded properties
Planning	ZBA Purchase of Development Rights; Review of Wireless Engineering Services contract; CWDAC Developer Selection; Solar Energy Letter of Intent; Impact fee
Police	Training Agreement; Political advertising issue
Public Library	Ongoing issue with water cooler vendor
Public Welfare	No legal assistance needed.
Recreation	McConnell Center lease
School	Resolution re: DHS Scholarship Fund; Assistance to HS/CTC JBC; Contract review; Agency Fee ruling

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 moderate pace on average with variations across industry segments. Manufacturing and retail businesses are reporting sales and revenues with mid-single digit year over year gains. Software and IT companies are reporting gains from 5% to double digit. Commercial real estate activity, including multifamily/ mixed use projects was robust regionally and locally. Non-residential industrial development tax base was up \$8.9 million in FY2018 limited by the high cost of new builds. Single home residential real estate is experiencing robust demand, up \$203.3 million in FY2018, but more recent sales are limited by lack of inventory. Staffing firms report hiring for specific skill sets is brisk but limited by available potential employees. Planned wage increases are gaining momentum 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, having surpassed 26,000, dipped suddenly and then partially recovered to the 24,000 range most recently. The Fed has stopped renewing Treasury bond purchases as they expire which will cause interest rates to rise and they did add another 25 basis points as expected at their last meeting. Three further 25 basis points hikes anticipated this year are still expected. Downtown retailers, bars and restaurants are experiencing improved performance this month following the traditionally slow first quarter. Third quarter summer weather is expected to sustain a continuing recovery. The most marketing savvy establishments are experiencing improved sales growth aided by the multiple marketing events cosponsored and implemented by DBIDA, Dover Main Street and the Dover Retail Committee. Those less creative in their marketing efforts or not open to market changes are experiencing the negative effects of improved competition. Retailers reported they continue to be helped by the First Fridays Art Walk events and the Hot Diggity Dog Saturdays with the cooperation of virtually all merchants, City wide.

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 and stand-alone ER's 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 available to the Dover market. WDH has opened a medical practice facility at the Pease Development Authority. Portsmouth Regional Hospital is building a stand-alone ER building at Exit 7 in Dover. Wages, while up significantly in critical skill areas, remain just above inflation on average, as do prices. To attract highly skilled workers in growing industries these firms are expanding their social media and technological attraction efforts. Increased health insurance costs remain a concern with the uncertainty of the future 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.

Local walk-in healthcare centers are hiring strongly as these in- demand skill sets become available.

Predictions for 2018 revenue growth are in the 7%-10% range.

Commercial Real Estate:

Non-residential commercial real estate sales activity continued with modest 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. Accelerator units of 1,200 – 2,500 SF are sorely needed to house small post startup companies to get underway and to grow in Dover. 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 significant 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. 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 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. project is currently at the TRC stage. The Robbins building downtown sold to Cathartes who has now completed demolition of the building and is now setting pilings on the site to make room for a full block mixed use development.

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 and Q4 unit sales in 2017 declined slightly due to low inventories. Rising prices are convincing sellers to put homes on the market before interest rates go up any more (now averaging 4.5% on residential mortgages). Median selling prices continue to rise locally and are up 7-9% year-over-year 2016-2017. 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, but most world economies are now doing well and that helps to support the US economy. The Chinese economy has slowed but 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 and import tariffs will negatively affect exports significantly, but the tax reform law is expected to make exporting US companies more competitive internationally. Currently, local manufacturers are experiencing growing sales. The North Korean situation ups and downs make it difficult to assess the effects they will cause in world-wide markets and economies should they become a world player in foreign markets. Other uncertainties surrounding the 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 slightly uncertain about the tax reform package but are encouraged by the most recent amended tax reform law passed. Pickup truck and auto sales have arrested their decline this month with large holiday sales being experienced around Memorial Day and the upcoming Fourth of July. 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 at a moderate pace. Capital investment is up locally except for new-builds due to building costs exceeding the value of the completed building at present. 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 that were experiencing a decline in their aerospace composites businesses are now seeing an uptick and are hiring again when qualified workers can be found. 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 this 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. The Silver Square development is 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 fully occupied. 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 the school season ends, 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". The FY2019 property tax increase with an over the tax cap budget from the School District is causing concern at several local businesses when combined with high electric energy costs and water processing costs.

Retail & Tourism:

Retailers contacted for this period report an increase in sales following a robust result in 2017 Holiday sales. Year-over-year store sales range from up 12% to up 80% but these sectors are now in their annual third quarter high demand period. The recent stock market increases followed by the recent correction and partial recovery have tempered confidence at Main Street businesses at present but the retail improvement over previous years for this beginning third quarter are building it back. The uncertainty about the effect of the tax reform law on household income and the issues of the effect on healthcare coverage and cost has faded to some degree. Local restaurants are still having difficulty hiring wait staff. The recent gasoline price volatility (now on a significantly higher price cycle), has had no discernible effect yet on retail, hotel and restaurant sales so far. OPEC's recent decision to extend their oil production cuts are now expected to materially affect current pricing at the gas pump during the rest of the summer driving season. A pending significant increase in military spending is having 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 for brick and mortar department stores. Several national brick and mortar department stores 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 were up by 4.5% during the last holiday season.t 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. The on-line state sales tax ruling is expected to moderate the huge expansion in on-line sales. The decline in the large shopping malls may begin to help our small retailers with people looking for unique products and personal customer service. Bus tours to Dover are fully booked for 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 market pressure sustained in June with the traditional Q3 seasonal uptick. Dover's current unemployment rate is 2.3%. 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 accelerate upward. 2017 wage gains averaged 2.7% and something in excess of that is expected in 2018.

Restaurants are expressing concern about labor shortages with some initiating early week closed days due to a lack of available hiring candidates.

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.

Local Major Development Projects:

- First Street Development Phase 2.
- Third Street Development
- Silver Square Development: Phase 1 completion, Phase 2 underway.
- Yacht Club Development (residential full, Commercial beginning to be occupied)
- Dover Parking Garage: performing as projected.
- 49,000 SF at 27 Production Drive leased to buy option exercised.
- Robbins Building site / Cathartes Project (Demolition complete, site prep underway).
- Broadway mixed use development
- 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 / Kostas Brothers (renovation plans in process).
- The Old courthouse Building on First and 2nd may be now be renovated for a mixed use facility.
- 6 Grove St. Project in TRC.
- Bradley Commons completion slowed by wrong cementitious panel shipment.

Parking Division

Meter Activity

June Meter Activity totals are not available at the time of this report. They will be reflected in the next report.

	June 2018	June 2017
Meter Transactions		
Income from Meters - Total		
Income from Meters – Parking Garage		
Meter Days		
Average Meter Transactions Per Day		
Transaction Increase / Decrease		

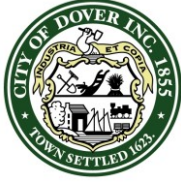
	Fiscal Year 2018	Fiscal Year 2017
Meter Transactions		
Income from Meters - Total		
Meter Days		
Average Meter Transactions Per Day		
Transaction Increase / Decrease		

COAST

Ridership Activity

Month	Route 1	Route 2	Route 33 (FasTrans)
October 2017	5,511	17,602	1,270
November 2017	5,149	15,362	1,055
December 2017	4,881	13,553	1,135
January 2018	4,930	13,804	1,195
February 2018	5,053	14,117	1,157
March 2018	5,413	14,883	1,227
April 2018	5,005	15,108	1,040
May 2018	5,551	16,495	1,125
Totals:	35,942	104,429	8,079

J. MICHAEL JOYAL, JR.
CITY MANAGER

 CITY OF DOVER	CITY COUNCIL - MINUTES Meeting Type: Regular Meeting Meeting Location: McConnell Center, Room 306 Meeting Date: Wednesday, June 27, 2018 Meeting Time: 7:00pm
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1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Ciotti led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Ciotti, Councilor Gasses, Councilor Muffett-Lipinski, Councilor Shanahan, Councilor Thibodeaux, and Councilor Williams.

Absent: Councilor Keane.

Also Present: City Manager Joyal, City Attorney Blenkinsop, and City Clerk Lavertu.

5. PROCLAMATIONS/AWARDS

6. APPROVAL OF AGENDA

Deputy Mayor moved to add the Appointments Committee Report.

Councilor Muffett-Lipinski moved to add the Solid Waste Advisory Committee Report.

Councilor Thibodeaux moved to add the Energy Commission Report and the Library Board of Trustees Report.

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

Vote: 8/0.

7. PUBLIC HEARINGS

A. CHAPTER 131 – GENERAL OFFENSES, SECTION 23 SPONSORED BY MAYOR WESTON BY REQUEST

Hannah Martuscello, Olivia Malone, and Elsa Rogers of the Dover Youth to Youth Members: They read their statement in support of the Ordinance change to the Council. (Their statement has been archived with these minutes.)

New Hampshire Senator David Watters, 19 Maple Street: He spoke in favor of the Ordinance change.

Jon Shaer, Executive Director of the New England Convenience Store and Energy Marketers Association: He spoke against the Ordinance change and the impact on Dover businesses.

Victor Patel, Owner of Downtown Discount Beverage: He was opposed to the Ordinance change.



CITY OF DOVER

CITY COUNCIL - MINUTES

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Mehul Patel, Owner of DiCicco's Market: He was opposed to the Ordinance change.

Sue Hargrove, Owner of Smoke Signals Pipe and Tobacco: She was opposed to the Ordinance change.

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

B. FISCAL YEAR 2018 TRANSFER ADDITIONAL FUNDS TO SCHOOL CAPITAL RESERVE FUNDS (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.

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.

Iolanthe McCoy, 24 Cottonwood Drive: She spoke in support of Item #13.B.1., and thanked the Council for bringing this resolution forward.

Michael, 18 Chapel Street, and Pamela Lessard, 62 Glenwood Avenue: They thanked the Council for bringing Item #13.B.1. forward.

Nancy Boyle, 4 Chandler Way: She spoke in support of Item #13.B.1.

Julian Long, 45 New York Street, #2: She spoke in support of Item #13.B.1.

Cora Quisumbing-King: She spoke in support of Item #13.B.1., and encouraged the whole Council to second the motion to adopt the resolution.

Andrew Wallace, 297 A Central Avenue, School Board Member: He spoke in support of Item #13.B.1.

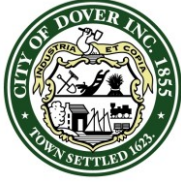
David Greene, 45 Middle Road: He spoke in support of Item #13.B.1.

Christine Alibrandi, 9 Frances Drive: She spoke in support of Item #13.B.1.

Jake Warner, 5 Ham Street: He spoke in support of Item #13.B.1.

Margaret Fogarty, 17 Florence Street: She spoke in support of Item #13.B.1.

New Hampshire Representative Peter Schmidt, 53A Fourth Street: He spoke in support of Item #13.B.1.

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Ellen Semran, 65 Redden Street: She spoke in support of Item #13.B.1.

Philip Pomeroy, Dover: He spoke in support of Item #13.B.1.

Ethan Rodgers, Park Street: He spoke in support of Item #13.B.1.

Corey Furman, 10 Pacific Drive: He spoke in support of coming to America to get a second chance, but felt it should be done legally.

Alyssa Smith, 92 Locust Street: She spoke in support of Item #13.B.1. She thanked the Council for bringing forward the resolution.

Alan Greene, 45 Middle Road: He spoke in support of Item #13.B.1.

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

9. CITY MANAGER'S REPORT

City Manager Joyal said he will submit his written report at the next regular meeting. He introduced the COAST Representative, Jeff Donald, Community Transportation Manager, and asked him to give an overview of a new program being offered by COAST.

Mr. Donald gave an overview of the New Volunteer Driver Program to the Council. (Handouts have been archived with these minutes.)

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

Vote: 8/0.

10. APPROVAL OF MINUTES

A. June 13, 2018 – Regular Meeting

Deputy Mayor Carrier moved for the approval of the Minutes; seconded by Councilor Thibodeaux.

Vote: 8/0.

11. MAYOR'S REPORT

Mayor Weston listed the events she had attend over the past few weeks: Dover High School graduation, Dover Adult Learning Center graduation, a listening session discussing items important to the City, Hot Diggity Dog Day, and the State of the State. She also appointed Stephanie Benedetti to the Strafford Regional Planning Commission.

Deputy Mayor Carrier moved to accept the Mayor's Report; seconded by Councilor Muffett-Lipinski.

Vote: 8/0.

 CITY OF DOVER	<table> <tr> <th colspan="2">CITY COUNCIL - MINUTES</th></tr> <tr> <td>Meeting Type:</td><td>Regular Meeting</td></tr> <tr> <td>Meeting Location:</td><td>McConnell Center, Room 306</td></tr> <tr> <td>Meeting Date:</td><td>Wednesday, June 27, 2018</td></tr> <tr> <td>Meeting Time:</td><td>7:00pm</td></tr> </table>	CITY COUNCIL - MINUTES		Meeting Type:	Regular Meeting	Meeting Location:	McConnell Center, Room 306	Meeting Date:	Wednesday, June 27, 2018	Meeting Time:	7:00pm
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Deputy Mayor Carrier moved to suspend the rules to move Item #13.B.1.; seconded by Councilor Muffett-Lipinski.

Roll Call Vote: 8/0.

Deputy Mayor Carrier moved for the adoption of Item 13.B.1.; seconded by Councilor Shanahan. The Councilors all spoke about their support for this resolution.

Mayor Weston asked the Council if they all wanted to sponsor this resolution. There was consensus to change the sponsor to the entire Council.

Roll Call Vote: 8/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

1. CHAPTER 131 – GENERAL OFFENSES, SECTION 23 SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Thibodeaux. Mayor Weston recused herself from the discussion and vote for this Ordinance. Councilor Gasses said she would not support this Ordinance change.
Roll Call Vote: 6/1/1; Passed. Councilor Gasses was opposed. Mayor Weston recused.

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

1. FISCAL YEAR 2018 TRANSFER ADDITIONAL FUNDS TO SCHOOL CAPITAL RESERVE FUNDS (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 Muffett-Lipinski.
Vote: 8/0.

13. NEW BUSINESS

A. CONSENT CALENDAR

1. BLOCK PARTY – Grove Street Neighborhood
2. BLOCK PARTY – SOS Recovery Community Organization
3. BLOCK PARTY – Children's Museum of New Hampshire
4. BLOCK PARTY & RAFFLE – Children's Museum of New Hampshire and SEED
5. RAFFLE – Annunciation Greek Orthodox Church – 50/50
6. RAFFLE – Annunciation Greek Orthodox Church – Donated items

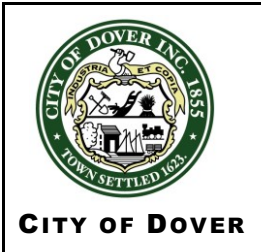


CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 27, 2018**
Meeting Time: **7:00pm**

- 7. B16013B DESIGN BUILD OF CUSTOMER SERVICE CENTER ADDITIONAL SCOPE OF WORK – CHANGE ORDER #5**
SPONSORED BY MAYOR WESTON BY REQUEST
- 8. B16065 Q-005 SURVEY SERVICES FOR SPRUCE LANE SIDEWALK IMPROVEMENTS BETWEEN MAST ROAD AND BACK RIVER ROAD**
SPONSORED BY MAYOR WESTON BY REQUEST
- 9. B18029 HUMAN RESOURCES INFORMATION SYSTEM**
SPONSORED BY MAYOR WESTON BY REQUEST
- 10. B18035 CARPET REPLACEMENT CITY HALL**
SPONSORED BY MAYOR WESTON BY REQUEST
- 11. B18053 ROBERTS ROAD RECONSTRUCTION**
SPONSORED BY MAYOR WESTON BY REQUEST
- 12. B18071 CATCH BASIN CLEANING SERVICES**
SPONSORED BY MAYOR WESTON BY REQUEST
- 13. B18082 PURCHASE OF SHUTTLE BUS FOR RECREATION DEPARTMENT**
SPONSORED BY MAYOR WESTON BY REQUEST
- 14. B18083 SPECIALIZED MUNICIPAL LEGAL SERVICES**
SPONSORED BY MAYOR WESTON BY REQUEST
- 15. B18085 SLUDGE DISPOSAL ROLL OFF CONTAINER**
SPONSORED BY MAYOR WESTON BY REQUEST
- 16. B18086 BITUMINOUS CONCRETE ASPHALT PICKED UP**
SPONSORED BY MAYOR WESTON BY REQUEST
- 17. APPROVAL OF INTEGRATED DELIVERY NETWORK LEASE AGREEMENT**
SPONSORED BY MAYOR WESTON BY REQUEST
- 18. DOG WARRANT**
SPONSORED BY MAYOR WESTON BY REQUEST
- 19. SETTING VOTING HOURS FOR SEPTEMBER 11, 2018 STATE OF NEW HAMPSHIRE PRIMARY ELECTION AND THE NOVEMBER 6, 2018 NEW HAMPSHIRE GENERAL ELECTION**
SPONSORED BY MAYOR WESTON BY REQUEST



CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 27, 2018**
Meeting Time: **7:00pm**

COMMITTEE REPORTS

1. School Board
2. Planning Board
3. 400th Anniversary Committee
4. **Appointments Committee**
5. Arena Commission
6. Arts Commission
7. Conservation Commission
8. Downtown TIF Advisory Board
9. **Energy Commission**
10. Heritage Commission
11. Legislative Liaison
12. **Library Board of Trustees**
13. McConnell Center Advisory Board
14. Ordinance Committee
15. Parking Commission
16. Pool Advisory Committee
17. Recreation Advisory Board
18. **Solid Waste Advisory Commission**
19. Transportation Advisory Commission
20. Waterfront TIF Advisory Board
21. Joint Building Committee – Dover High School and Regional Career Technical Center
22. Joint Building Committee Garrison Elementary School
23. COAST
24. Dover Main Street

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

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

Councilor Gasses pulled Item #13.A.7.

Councilor Thibodeaux pulled Item #13.A.11.

Councilor Williams pulled Items #13.A.9., 13.A.15., 13.A.17., 13.A.18., and 13.A.19.

Deputy Mayor pulled the Committee Reports.

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

Roll Call Vote: 8/0.

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

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.9.; seconded by Councilor Williams.

Roll Call Vote: 8/0.

Deputy Mayor Carrier moved for the adoption of Item #13.A.11.; seconded by Councilor Thibodeaux.

Roll Call Vote: 8/0.

Deputy Mayor Carrier moved for the adoption of Item #13.A.15.; seconded by Councilor Williams.

Community Services Director Storer gave an overview of the resolution to the Council.

Roll Call Vote: 8/0.

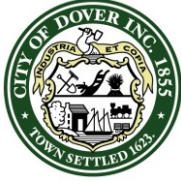
Deputy Mayor Carrier moved for the adoption of Item #13.A.17.; seconded by Councilor Williams.

Roll Call Vote: 8/0.

Deputy Mayor Carrier moved for the adoption of Item #13.A.18.; seconded by Councilor Williams.

City Clerk Lavertu gave an overview of the resolution to the Council.

Roll Call Vote: 8/0.

 CITY OF DOVER	<table> <tr> <th colspan="2">CITY COUNCIL - MINUTES</th></tr> <tr> <td>Meeting Type:</td><td>Regular Meeting</td></tr> <tr> <td>Meeting Location:</td><td>McConnell Center, Room 306</td></tr> <tr> <td>Meeting Date:</td><td>Wednesday, June 27, 2018</td></tr> <tr> <td>Meeting Time:</td><td>7:00pm</td></tr> </table>	CITY COUNCIL - MINUTES		Meeting Type:	Regular Meeting	Meeting Location:	McConnell Center, Room 306	Meeting Date:	Wednesday, June 27, 2018	Meeting Time:	7:00pm
CITY COUNCIL - MINUTES											
Meeting Type:	Regular Meeting										
Meeting Location:	McConnell Center, Room 306										
Meeting Date:	Wednesday, June 27, 2018										
Meeting Time:	7:00pm										

Deputy Mayor Carrier moved for the adoption of Item #13.A.19.; seconded by Councilor Williams.
Roll Call Vote: 8/0.

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

Deborah Clough – Solid Waste Advisory Committee, Alternate Member

Angela Carter – 400th Anniversary Committee

Reappoint Patricia Campbell – Pool Advisory Committee

Deputy Mayor Carrier moved to accept the Appointments Committee Report; seconded by Councilor Williams.

Vote: 8/0.

Councilor Thibodeaux gave an overview of the Energy Commission Report to the Council.

Deputy Mayor Carrier moved to accept the Energy Commission Report; seconded by Councilor Thibodeaux.

Vote: 8/0.

Councilor Thibodeaux gave an overview of the Library Board of Trustees Report to the Council.

Deputy Mayor Carrier moved to accept the Library Board of Trustees Report; seconded by Councilor Ciotti.

Vote: 8/0.

Councilor Muffett-Lipinski gave an overview of Solid Waste Advisory Committee Report to the Council.

Deputy Mayor Carrier moved to accept the Solid Waste Advisory Committee Report; seconded by Councilor Thibodeaux.

Vote: 8/0.

Councilor Gasses gave an overview of the Conservation Commission Report to the Council.

Deputy Mayor Carrier moved to accept the Conservation Commission Report; seconded by Councilor Muffett-Lipinski.

Vote: 8/0.

B. RESOLUTIONS

1. CEASE FAMILY SEPARATION AT UNITED STATES/MEXICO BORDER SPONSORED BY THE CITY COUNCIL

Motioned to be heard and action taken after the Mayor's Report.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 27, 2018**
Meeting Time: **7:00pm**

2. SETTING OF PROPERTY TAX EXEMPTIONS FOR ELDERLY, BLIND AND DISABLED FOR FISCAL YEAR 2019

SPONSORED BY COUNCILOR SHANAHAN

Councilor Shanahan moved for its adoption; seconded by Councilor Ciotti.
Councilor Shanahan gave an overview of the resolution to the Council.
City Manager Joyal recommended that the Council refer this resolution to a public hearing.
Councilor Shanahan moved to refer to a public hearing to be held on July 11, 2018; seconded by Councilor Gasses.
Vote: 8/0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

Councilor Gasses spoke about the Task Force on Homelessness.

Councilor Muffett-Lipinski spoke about a Recovery meeting at Washington Mills.

Councilor Keane, via email to Mayor Weston, stated that he wished to be added as a sponsor to Item #13.B.1.

Mayor Weston gave an overview on the override process for the bills the Governor vetoed..

Deputy Mayor Carrier talked about the Fireworks for July 4th.

16. ADJOURN

Councilor Muffett-Lipinski moved to adjourn; seconded by Councilor Shanahan.
Vote: 8/0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2018.06.27 – 091**

Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for Fiscal Year 2019

WHEREAS: In 2012 the City Council last reviewed and adopted property tax exemption qualifying criteria and exemption levels; and

WHEREAS: In order for elderly, disabled and deaf applicants to be eligible for an exemption they must meet certain income and asset criteria and due to changing market values of properties within the City; and

WHEREAS: The City Council desires to provide continued tax relief to the elderly, blind, disabled and deaf in the form of higher exemption levels and qualifying criteria that is consistent with changes in market values and CPI adjusted income and asset levels; and

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

Under the provisions of RSA 72:27-a the amounts of assessed value that will be exempt from property taxation by category of age, blindness, disability or deafness are changed as follows:

		Current	Revised	
Description	Type	Level	Level	Change
Elderly 65-74	Value Exemption	107,000	115,000	8,000
Elderly 75-79	Value Exemption	149,000	162,000	13,000
Elderly 80+	Value Exemption	191,000	207,000	16,000
Blind	Value Exemption	107,000	115,000	8,000
Disabled	Value Exemption	107,000	115,000	8,000
Deaf	Value Exemption	107,000	115,000	8,000

Also, under the provisions of RSA 72:27-a that the qualifying income and asset levels for an exemption for elderly, disabled and deaf exemptions are changed as follows:

Maximum	Current	New	
Income	Levels	Levels	Change
Single	38,000	42,000	4,000
Married	52,000	57,000	5,000

Maximum	Current	New	
Assets	Levels	Levels	Change
All Applicants	155,000	169,800	14,800



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2018.06.27 – 091**

Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for Fiscal Year 2019

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

In accordance with provisions of RSA 72:27-a, this resolution is effective April 1, 2018.

Also, the City Manager is required to review and recalculate the amounts of exemptions and qualify criteria every 10 years using the same methodology contained in this resolution. This information will be presented to the City Council.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Councilor Dennis Shanahan
Ward 5

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2018.06.27 – 091**
Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for Fiscal Year 2019

DOCUMENT HISTORY:

First Reading Date: 06/27/2018	Public Hearing Date: 07/11/2018
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

June 27, 2018

Councilor Shanahan moved for its adoption; seconded by Councilor Ciotti.

City Manager Joyal recommended that the Council refer this resolution to a public hearing.

Councilor Shanahan moved to refer to a public hearing to be held on July 11, 2018; seconded by Councilor Gasses.

Vote: 8/0.

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2018.06.27 – 091**
Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for Fiscal Year 2019

RESOLUTION BACKGROUND MATERIAL:

The resolution increases the exemption qualifying criteria for the elderly, disabled and deaf and increases the amount of assessed value exempt from property taxes for eligible elderly, blind, disabled and deaf persons. The amounts of each exemption level and qualifying criteria were last set for FY13. Exemption levels were last increased for FY08. If the applicant qualifies, the exemption amount is deducted from the total assessed value in order to arrive at the net taxable value. The effect of granting exemptions is that the taxpayer receiving the exemption has a reduction in taxes.

In order for elderly, disabled and deaf applicants to be eligible for an exemption level, they must meet certain income and asset criteria. Income and assets from the previous calendar year is used to determine eligibility. Exemptions for the blind have no income or asset qualifying criteria. Income is defined as the total annual income from all sources including Social Security, but does exclude life insurance proceeds, expenses and cost incurred conducting a business and proceeds from the sale of assets; these items are accounted for as assets. Assets criteria include all forms of tangible and intangible assets; however, the actual residence (including land up to 2 acres) is not included toward the maximum amount.

CPI COLA adjustments to Social Security benefits over the past 5 years have been made resulting in recipients receiving more income over the levels that existed in FY13.

The City recertifies all credits and exemptions once in every five years. The City assessing office has seen some pending applications where the situation exists that some taxpayers who qualified for an exemption 5 years ago would no longer qualify because of the COLA adjustments made to their Social Security income over the past 5 years. Since the qualifying criteria limits would be exceeded, these elderly taxpayers could receive an increase in taxes of approximately \$2,768 this fall. City officials believe this would result in a hardship for these taxpayers least able to adjust to such a significant increase in their property taxes.

The proposed income levels have been adjusted by the CPI-U Boston Area annual average from each of the past six years:

CPI-U BOSTON	
2012	1.6
2013	1.4
2014	1.6
2015	0.6
2016	1.5
2017	2.5



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2018.06.27 – 091**
Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for Fiscal Year 2019

In order to become effective for the taxes due in December 2018, this resolution must be passed with an effective date of April 1, 2018. In accordance with RSA 72:27-a, the City Council can set the effective date for the adoption of this resolution. Absent an identified effective date, this resolution would become effective on April 1, 2019. An effective date of April 1, 2019 could result in pending recertification applications being denied and an elderly resident property owner facing a \$2,768 increase in property taxes in the fall.

Exemption Levels

The new levels for exemptions were calculated by taking set percentages of the FY18 average assessed value for a single-family home of \$299,087. It is currently projected that in FY2019 the average single-family home assessment will increase 5%, to an average value of \$314,041. The average single family home assessment is used as a basis because 78% of individuals receiving exemptions live in single-family homes. The percentages used are 36.5% for age 65-74, 51.5% for age 75-79, and 66% for age 80 plus. The proposed increase for exemptions for FY2019 (TY2018) would be as follows:

- 1st Tier (ages 65-74) \$115,000 which is $\$314,041 \times 36.5\%$;
- 2nd Tier (ages 75-79) \$162,000 which is $\$314,041 \times 51.5\%$;
- 3rd Tier (ages 80+) \$207,000 which is $\$314,041 \times 66\%$.

This would have an estimated impact of \$0.05 increase to the FY19 estimated tax rate of \$26.85, resulting in an estimated rate of \$26.90.

Current Level of Exemptions	Current #	Current Level	Current Amount	New Level	Amount with Current #	Increase
Exemption Levels						
Elderly 65-74	69	107,000	7,133,300	115,000	7,935,000	801,700
Elderly 75-79	48	149,000	7,077,500	162,000	7,776,000	698,500
Elderly 80+	127	191,000	23,556,000	207,000	26,289,000	2,733,000
Blind	15	107,000	1,605,000	115,000	1,725,000	120,000
Disabled	45	107,000	4,815,000	115,000	5,175,000	360,000
Disabled - 100%	1	254,000	254,000	254,000	254,000	0
Deaf	3	107,000	321,000	115,000	345,000	24,000
Total Exemptions to Value	308		44,761,800		49,499,000	4,737,200



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2018.06.27 – 091**

Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for Fiscal Year 2019

Proposed FY2019			
Tax Levy	City	32,000,029	
	School - Local	37,509,752	
	School - State	6,945,209	
	County	8,960,345	
	Total	85,415,335	
	Less: Vet Credits	(596,571)	
	Net Tax Levy	84,818,764	
Tax Rate Information			
		Current Levels	New Levels
Values	Gross	3,229,993	3,229,993
	Exemptions	(44,761)	(49,499)
	Net	3,185,232	3,180,494
	Utilities	(63,627)	(63,627)
	Net w/o Utilities	3,121,605	3,116,867
Rates	City	10.05	10.06
	School - Local	11.77	11.79
	School - State	2.22	2.23
	County	2.81	2.82
	Total	26.85	26.90

Exemption Application Filing

All applications for exemptions must be made to the local assessing officials by April 15th, prior to the setting of the tax rates in October 2018.

Exemption for the Elderly

RSA 72:39-b To qualify for an exemption for the elderly, a person must be 65 years of age or older and meet income and asset limitations. The amount of a qualified elderly exemption is based on the applicant's age. Applicants for elderly exemptions must also have been a resident of New Hampshire for at least three consecutive years preceding April 1st of the year in which the exemption is claimed. Only one elderly exemption is allowed on the primary residence.

Exemption for the Blind

RSA 72:37 To qualify for an exemption for the blind, the person must be legally blind as determined by the administrator of Blind Services Program, Bureau of Vocational Rehabilitation of the Department of Education. There are no income or asset restrictions for a blind exemption. Applicants for blind exemptions must be a resident of New Hampshire as of April 1st of the year



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2018.06.27 – 091**
Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for Fiscal Year 2019

in which the exemption is claimed. Blind exemptions can be received in conjunction with an elderly exemption.

Exemption for the Disabled

RSA 72:37-b To qualify for an exemption for the disabled, a person must be eligible under Title II or Title XVI of the Federal Social Security Act for benefits to the disabled and meet income and asset limitations. Applicants for disabled exemptions must also have been a resident of New Hampshire for at least five years preceding April 1st of the year in which the exemption is claimed. Disabled exemptions are received until age 65, at which time the property owner may apply for an elderly exemption.

Exemption for the Deaf or Severely Hearing Impaired

RSA 72:38-b To qualify for an exemption for the deaf, a person must have a 71 Db hearing loss or greater in the better ear as determined by a licensed audiologist or qualified otolaryngologist and meet income and asset limitations. Applicants for deaf exemptions must also have been a resident of New Hampshire for at least five consecutive years preceding April 1st of the year in which the exemption is claimed. Applicants must meet income and asset limitations. Deaf exemptions can be received in conjunction with an elderly exemption.

Exemption for Certain Disabled Veterans – 100% Exemption

RSA 72:36-a To qualify for a total tax exemption for certain disabled veterans a person must be honorably separated from the military service of the US and have been totally and permanently disabled and is a double amputee, paraplegic, or has blindness in both eyes with visual acuity of 5/200 or less and who owns a specially adapted homestead acquired with VA assistance. The surviving spouse of such a person is also eligible to receive this credit. The credit applies to the person's primary residence.

Tax Rate Impact

The adoption of the proposed changes to the exemption levels and qualifying income levels is expected to not increase the number of taxpayers eligible for exemptions. The changes are proposed in an effort to allow elderly taxpayers to continue to receive their exemptions and at a level consistent with recent market changes. The estimated increase in tax impact for these proposed changes is \$0.05 on the tax rate. The estimated value to be exempted from assessed tax value is \$49,499,000. The tax equivalent impact of the exemptions is approximately \$1,417,604, which represents approximately \$0.45 of the City's existing tax rate. The table below provides a breakdown of existing elderly, blind and disabled exemptions granted by the City.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2018.06.27 – 091**

Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for Fiscal Year 2019

Level	Projected (TY18/FY19)		
	Actual	Levels	Total
65-74	69	115,000	7,935,000
75-79	48	162,000	7,776,000
80+	127	207,000	26,289,000
Blind	15	115,000	1,725,000
Disabled	45	115,000	5,175,000
Deaf	3	115,000	345,000
100% Disable Veteran	1		254,000
Total	308		49,499,000
Imputed Tax Levy Effect			1,417,604
Estimated Tax Rate Impact			0.45



PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check(☒) the type of application:

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

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

Organization Name: Dover Baseball

Federal Tax ID number for Organization: 020514051

Check (☒) Nature of Organization:

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

(Describe) New England Regional event for 11 year olds

Contact Person: Paige Covert Day Time Telephone: 603 498-4602

Address: 6 Isaac Lucas Circle Email paigecovert@gmail.com

Purpose of Permit: Raffle a mountain bike

Date of Event: July 20, 2018 Specific Time: 4:00 PM

Location of Event: Keays Field in Dover on Hillside Dr.

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

Prize (s) To Be Awarded: Mountain Bike

Cost of Ticket: \$5.00 Date of Drawing: July 20

Place of Drawing: Keays Field Hillside Dr. Dover NH

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

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

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

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

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

Police Department Block Party Approval Signature: _____

Printed Name: _____

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

SIGNATURE OF APPLICANT: [Signature] DATE: 6/28/18

PRINTED NAME: Paige Covert
(duly authorized)

Licensing Board Approval [Signature] Date: 6/28/18



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: My Breast Cancer support
Federal Tax ID number for Organization: 43-2072206

Check (☒) Nature of Organization:

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

(Describe) Rob Gronkowski hand signed BIA helmet

Contact Person: Ashley Chamberlain Day Time Telephone: 603 552 7268

Address: PO Box 1576, Portsmouth, NH, 03801 Email: ashley@mybreastcancersupport.org

Purpose of Permit: Raffle at Moose Fight More Strong Jai Ball Tournament

Date of Event: 8/4 Specific Time: 8am - 6pm

Location of Event: Dover Elks Lodge

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

Prize (s) To Be Awarded: Rob Gronkowski Signed BIA helmet

Cost of Ticket: 1-\$20, 3-\$50 Date of Drawing: 8/4/18

Place of Drawing: Dover Elks Lodge

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

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

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

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

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

Police Department Block Party Approval Signature: _____

Printed Name: _____

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

SIGNATURE OF APPLICANT: Ashley Chamberlain DATE: 6/21/18

(duly authorized)

PRINTED NAME: Ashley Chamberlain

Licensing Board Approval [Signature] Date: 7/5/18



WDH Page 1 of 3
(MES)

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

Check(☒) the type of application:

PARADE** ☒ , ROAD TOLL*** _____,

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

Organization Name: Wentworth- Douglass Foundation

Federal Tax ID number for Organization: 51-0491062

Check(☒) Nature of Organization:

Religious____, Educational____, Charitable ☒, Civic____, Sports____, Veterans____, Fraternal or Political____, Other____

Name/Description of Event (if applicable): Seacoast Cancer 5k

Contact Person: Emily Moore Day Time Telephone: 603-740-3292

Address: 789 Central Ave Dover New Hampshire Email emily.moore@wdhospital.com

Date of Event: September 23, 2018 Specific Time: 9:00am

Location of Event (if parade, attach course description or map): The road race begins and ends at Wentworth-
Douglass Hospital (Attached Map)

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

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

Police Department Parade Route Approval Signature: _____

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

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

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

Road Toll Location: _____

Police Department Road Toll Approval Signature: _____

Printed Name: _____

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

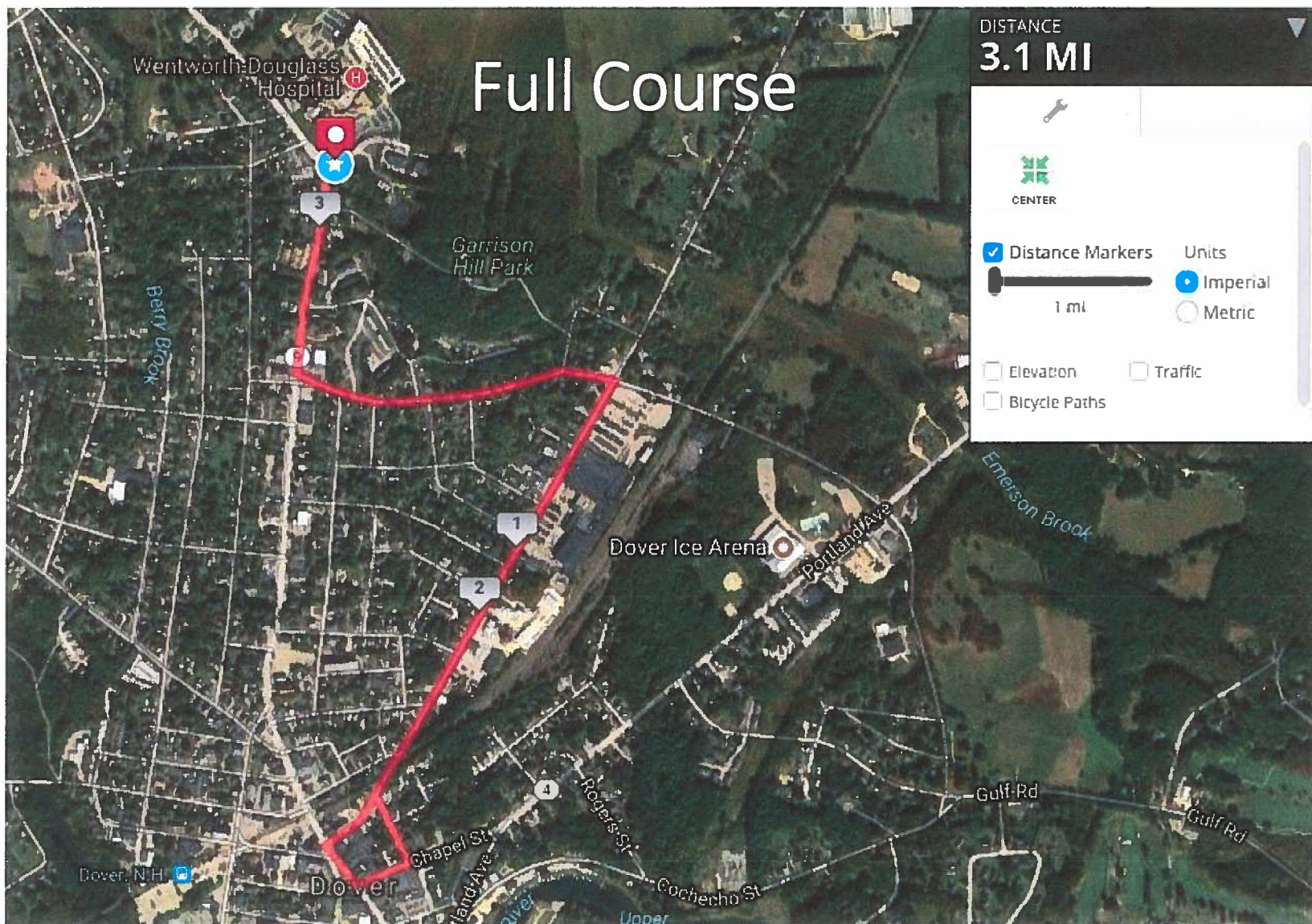
I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL per the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: David Grilk DATE: 6/15/18

(duly authorized)

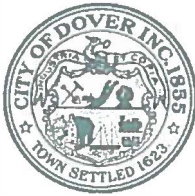
PRINTED NAME: David Grilk

Licensing Board Approval [Signature] Date: 6/21/18



Course Description

- The course will begin at Wentworth Douglass Hospital on Old Rollingsford Road. Participants will begin by turning left onto Central Ave till they come to Oak Street. They will then turn left onto Oak Street and proceed straight ahead. Once participants reach the intersection of Oak Street and Broadway they will take a right and proceed straight down Broadway.
- Participants will continue down Broadway to the turnaround. At the end of Broadway they will take a left onto Main Street. They will then continue straight until they get to the next left hand turn, Chapel Street. The participants will then begin along Chapel Street until they reach St. John Street. They will then take a left onto St. John Street and continue back to Broadway. Once they reach Broadway the participants will take a right and continue back up Broadway.
- Participants will continue all the way back to the intersection of Broadway and Oak Street. There they will take a left back onto Oak Street. Once the participants reach the end of Oak Street they will take a right back onto Central Ave. The participants will continue straight until they reach Old Rollingsford Road. There they will then take a right onto Old Rollingsford Road and Finish in the same location that they started.



PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check(✓) the type of application:

RAFFLE*____, TAG*✓, BLOCK PARTY**____,

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

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

Check (✓) Nature of Organization:

Religious____, Educational____, Charitable____, Civic____, Sports✓, Veterans____, Fraternal or Political____, Other____
(Describe)

Contact Person: Jen York Day Time Telephone: 498-8740

Address: 19 Reyners Brook - Dover Email: cjyork@comcast.net

Purpose of Permit: Fundraising for football

Date of Event: Aug 17: 18 Specific Time: Aug 17 (4-8pm) Aug 18 (9am-1pm)

Location of Event: City of Dover Stores + businesses with their approval

*****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.dover.nh.gov/charitable-trusts/faq.htm>

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

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

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

Police Department Block Party Approval Signature: _____

Printed Name: _____

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

SIGNATURE OF APPLICANT: Jennifer York DATE: 5/28/18

PRINTED NAME: Jennifer York

Licensing Board Approval [Signature] Date: 6/20/18



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2018.07.11 – 092**
Resolution Re: B18007 Solar Power Purchase Agreement for Dover High School and Career Technical Center

- WHEREAS: A Sealed Request for proposal B18007 was issued and received for qualified firms to provide proposals for Solar Power Purchase Agreement for Dover High School and Career Technical Center on May 17, 2018 at 2:00 pm; and
- WHEREAS: A non-mandatory prebid site visit was conducted on April 16, 2018. Five firms replied and were evaluated. Interviews were conducted with four firms on May 31, 2018. The firm the evaluating committee deemed to be the most advantageous offer was submitted by ReVision Energy; and
- WHEREAS: The option selected is for a 912 kW DC/768 kW AC project which would increase the system size using the available roof space. The larger project is the recommended project, both by the interview committee, the Energy Commission voted on June 20th to endorse the project. The Joint Building Committee for Dover High School endorsed the project on June 26th, and the School Board is reviewing on July 9th.

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

The city manager is authorized to negotiate and execute a long-term (PPA) Power Purchase Agreement with ReVision Energy LLC that contains a fiscal funding escape clause thereby resulting in an agreement that is deemed not be long-term borrowing in accordance with RSA Chapter 33 (NH Municipal Finance Act); and the PPA provisions allow for the City to retain the tax-exempt status of the City bonds issued to finance the construction of the new high school and career technical center, consistent with the documents attached herein.

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
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2018.07.11 – 092**
Resolution Re: B18007 Solar Power Purchase Agreement for Dover High School and Career Technical Center

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 Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2018.07.11 – 092**
Resolution Re: B18007 Solar Power Purchase Agreement for Dover High School and Career Technical Center

RESOLUTION BACKGROUND MATERIAL:

The City released a request for proposals, RFP (B18007), and received five qualified responses. Four of those respondents were selected for interviews. Based on experience, price, and other merits of their proposal, the selection committee recommended that the City work with ReVision Energy as its preferred vendor.

ReVision's response to the RFP included two system options for the project. First is a 402 kW DC/334 kW AC project, sized for full utilization of solar output on site, per the requests of the RFP. The second option is for a 912 kW DC/768 kW AC project which would increase the system size using the available roof space. The larger project is the recommended project, both by the interview committee, the Energy Commission voted on June 20th to endorse the project. The Joint Building Committee for Dover High School endorsed the project on June 26th, and the School Board is reviewing on July 9th.

The City of Dover would enter into a Power Purchase Agreement (PPA) where Dover would agree to purchase all electrical output from the system owned by ReVision or its assignee. The project is expected to export approximately 60% of annual generation to the grid, was proposed at \$0.088/kWh. There is a 2% annual escalator for the life of the agreement. After year 5 the City has the opportunity, but not the obligation to buyout the remaining value of the project costs, and terminate the PPA. If done, the City would own and operate the equipment. Until that point, ReVision, or its assignee would own, operate and maintain the equipment.

In addition to the solar panels, ReVision has proposed to work with the Career Technical Center to enhance existing electrician education curriculum for students and provide increased awareness and opportunity for training within the electric trades regarding installation and maintenance of solar infrastructure. Finally, a monitoring feed will be made available in the town square and via a web feed so the community can monitor kW loading.

A summary sheet of the PPA proposal and recommendation from the Dover Energy Commission is provided for additional background.

Bid Information:

A Sealed Request for proposal B18007 was issued and received for qualified firms to provide proposals for Solar Power Purchase Agreement for Dover High School and Technical Center on May 17, 2018 at 2:00 pm.

Award Information:

A Power Purchasing Agreement will be issued to the vendor selected as outlined in this resolution.

[Bid Documents and Vendor List](#)

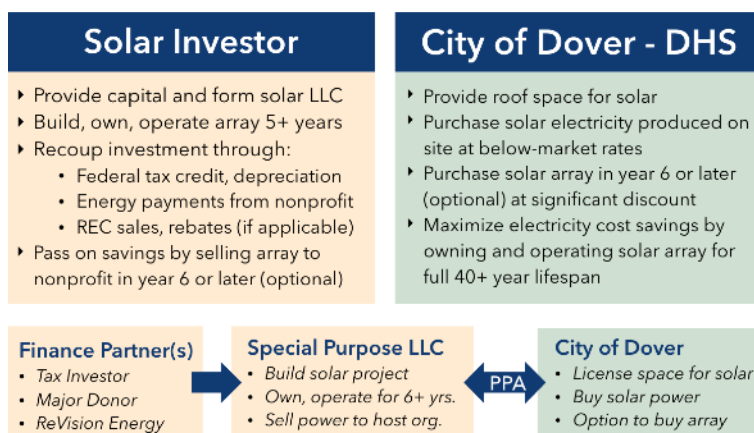
Dover High School Rooftop Solar Power Purchase Agreement

912 kW Rooftop Solar Proposal Selected in Response to City of Dover RFP #B18007

Power Purchase Agreement Financial Structure

A solar Power Purchase Agreement (PPA) is an innovative financial structure developed by the federal government to eliminate the primary barriers to municipalities and other tax-exempt entities going solar: access to upfront capital and tax-based solar incentives. Instead of making a capital investment, the City of Dover will partner with a private solar investor who can take advantage of federal tax incentives and pass the savings on to the City after five years per IRS rules. The investor will build, own, and operate the array at Dover High School (DHS) and sell the solar electricity to the City at below-market rates, ensuring the lowest long-term rate of electricity from any source as well as substantial reductions in greenhouse gas emissions.

Beginning in year six, and every year thereafter, the City will have the opportunity to purchase the solar array at substantially below the initial price based on IRS Fair Market Value guidelines. Although a purchase is always voluntary, the sooner the City is able to purchase the array the higher its solar energy revenue over the 40-year minimum expected lifespan of the solar array.



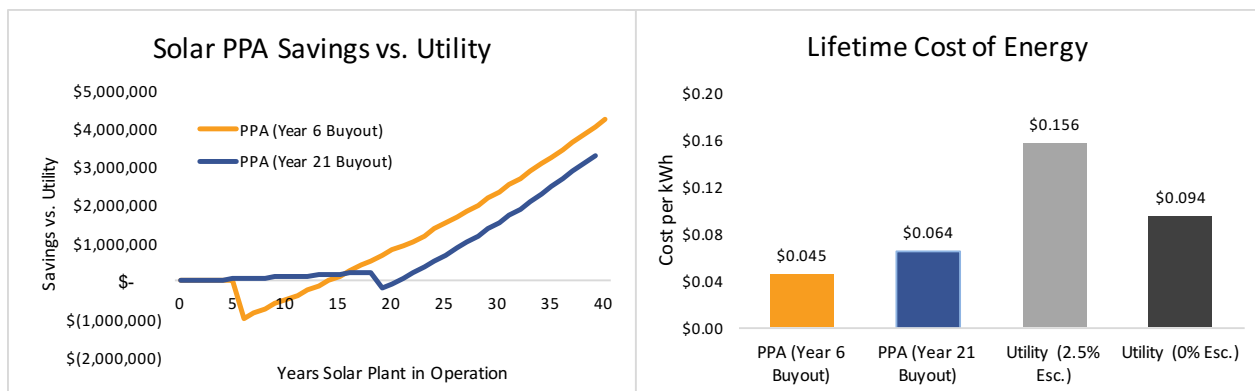
Solar PPA Proposal for Dover High School

The Dover RFP Selection Committee has chosen ReVision Energy, based in Brentwood, NH, to complete the design, engineering, permitting, installation, monitoring, rebate application, and paperwork processing of the 912 kW solar energy system for DHS, as described below. ReVision Energy is the #1 rated rooftop solar installer in New England and has completed more than 7,000 clean energy projects in NH and ME, including over 100 solar PPAs similar to DHS.

Under the solar PPA financial structure, there will be no upfront cost to the City of Dover for this \$1,619,605 project and the school will receive clean solar electricity for less than the cost of grid electricity¹. The solar investor will be licensed by the City to own and operate the solar array on the school rooftop for a contract term of 20 years and sell the electricity to the school at a discounted PPA rate of 8.8 cents per kWh in year one with a 2% annual escalator thereafter.

¹ PPA savings projections assume Eversource electric rates start at current 9.69 cents per kWh for rate class LG (commercial and industrial customers with demands in excess of 1,000 kW) and rise on average 2.5% annually (based on careful analysis of historic rates and future rate projections from the US Energy Information Agency)

PPA Financial Projections of 912 kW Solar Array at DHS



In order to maximize its energy savings, the City may plan ahead and exercise its buyout option in year six (or any year thereafter) for the estimated Fair Market Value price of \$1,121,147. Under that scenario, projected savings will exceed \$4.2 million over the lifetime of the solar array and the 40-year levelized cost of electricity will be just 4.5 cents per kWh, compared to a projected average cost of 15.6 cents per kWh from the grid.

If an early buyout is not feasible, a buyout after 21 years will achieve a long-term solar electricity price of 6.4 cents per kWh that is still significantly lower than expected utility prices, with projected savings of \$3,509,396 over the 40-year minimum expected lifetime of the solar array. The City is not expected to commit to a buyout schedule upon entering into a PPA with the investor partner; it is strictly an option to be evaluated during the course of the PPA term and undertaken as soon as is practicable for the City of Dover. The PPA term may also be extended.

PPA Annual Production, Rate, and Buyout

Contract Year	Est. Energy Production (kWh)	Energy Rate \$/kWh	Purchase Price (FMV)
1	1,055,330	\$0.0880	
2	1,050,053	\$0.0897	
3	1,044,803	\$0.0915	
4	1,039,579	\$0.0934	
5	1,034,381	\$0.0952	
6	1,029,209	\$0.0971	\$1,121,147
7	1,024,063	\$0.0991	\$1,093,125
8	1,018,943	\$0.1011	\$1,062,783
9	1,013,848	\$0.1031	\$1,062,783
10	1,008,779	\$0.1051	\$993,472
11	1,003,735	\$0.1072	\$919,848
12	998,716	\$0.1094	\$883,071
13	993,723	\$0.1116	\$842,554
14	988,754	\$0.1138	\$813,796
15	983,810	\$0.1161	\$778,014
16	978,891	\$0.1184	\$738,695
17	973,997	\$0.1208	\$695,653
18	969,127	\$0.1232	\$648,698
19	964,281	\$0.1257	\$597,634
20	959,460	\$0.1282	\$542,263

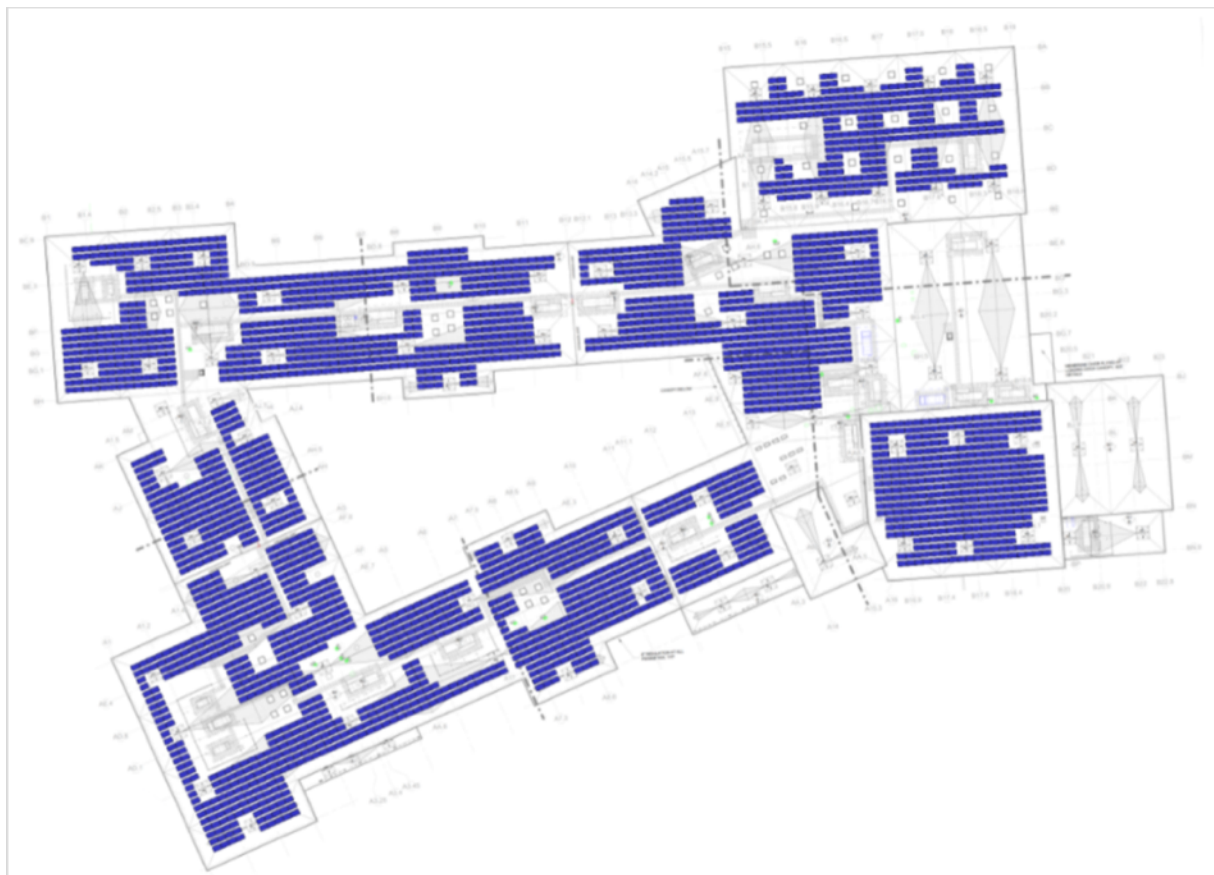
Solar Array Technical Specifications

The RFP Selection Committee recommends the City of Dover take advantage of the available roof space and structural enhancements at the new Dover High School by commissioning a full-sized 912 kW DC (768.2 kW AC) net-metered solar array designed by ReVision Energy. The selected solar array, which ReVision is prepared to install in 2018, consists of 2,851 320-watt

Tier 1 solar modules²; 23 SolarEdge inverters; 1,435 SolarEdge DC optimizers; Ecolibrium racking (no roof penetrations required); and a comprehensive data acquisition/monitoring system with revenue-grade meter. The solar array will directly feed the DHS electricity load via a 1,200 amp distribution panel and approximately 2,500 feet of conduit from the inverters to the panel. The system is engineered to produce 1,055,330 kWh of clean solar electricity annually or approximately 40% of the school's projected annual load, enough to offset over 1.2 million miles driven by an average vehicle or 54 average homes every year year.

ReVision Energy has retained Ayer Electric, based in Barrington, NH, to serve as electrical subcontractor for the DHS project. ReVision and Ayer Electric have jointly completed several large and technically-challenging projects in recent years. ReVision has already engaged principal David Ayer in the design and planning process and has full confidence in the Ayer team of Master and Journeyman Electricians and apprentices to complete the physical installation on time and on budget. Nevertheless, ReVision will place a project manager on site throughout the installation and will be wholly responsible for the project and accountable to the City of Dover should any issues arise.

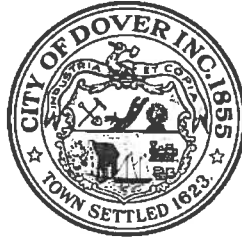
Engineer's rendering of recommended 912 kW solar array at DHS



² Top-rated solar manufacturers according to Bloomberg New Energy Finance PV Module Tiering System, 3/12/18 (https://data.bloomberglp.com/bnef/sites/4/2012/12/bnef_2012-12-03_PVModuleTiering.pdf)

Walter King
Chair

Elena Piekut
Assistant City Planner, Staff Liasion



288 Central Avenue
Dover, New Hampshire 03820-4169

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www.dover.nh.gov

City of Dover, New Hampshire

Energy Commission

July 5, 2018

Dear Mayor Weston and Council Members,

We are pleased to report that Dover's Energy Commission has voted unanimously to support the selected vendor's proposal for solarizing our new high school. The Commission's Chair, Walter King, Vice-Chair, Bill Baber, and regular member Mike Berhmann attended the vendor presentations and provided input on vendor proposal ranking. We believe there are several noteworthy reasons for moving forward with the high school solarization project at this time. Among these are:

Lower Costs - By utilizing currently available tax incentives through the proposed power purchase agreement, the City is projected to have a substantial cost-of-energy savings over the lifetime of the installation. Furthermore, this power, unlike grid-purchased power, will come with a known power cost for the system's life and will not be subject to the variabilities of the energy marketplace. For example, the NH PUC has just approved a 19% supply rate hike, citing an increase in their cost to purchase power.

Timing - The ever-decreasing cost of solar panels may have ended with the imposition of new tariffs. Prior to the imposition of tariffs, the rate of decrease had slowed, indicating a maturing technology. Future tax incentive support is in question. All of these factors make us believe this is a good time to invest in solar.

Solar Readiness - In fact, the new high school is so well prepared to take advantage of solar that the larger of the two proposed installations will be substantially less expensive per kwh than the smaller installation, as the smaller would actually require down-sizing some of the existing electrical systems.

Educational Advantage - Every student, faculty member, and visitor will experience solar power in action through interactive displays that will be part of the installation. The selected vendor, Revision Energy, has proposed aiding the school in developing a technical curriculum for training solar industry workers. The company has worked with DHS in the past, including by providing instructors. This exposure will prove invaluable for our students as they will be more conversant in the economics and technologies behind the ever changing world of energy production and sustainability.

Vendor Confidence - The Energy Commission has now gone through three selection processes for solar installation companies, first with Energize 360, second with the proposed joint project for the Children's Museum of New Hampshire and the City's indoor pool, and now for the high school. In each case, Revision presented by far the most compelling responses to the RFPs and the feedback from their work with Energize 360 has been very positive. The best local reference for Revision is probably the town of Durham for whom they installed a very large array in Lee.

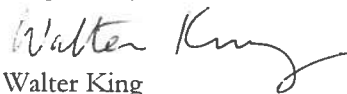
Right for the Environment - Once installed, no fossil fuel will be consumed in the production of energy from this installation.

Right for the Future of Electric Supply - The addition of significant installations, such as this proposal, helps to diversify and decentralize electric energy production in the state. This has several advantages. Diversity and decentralization of power sources improves security by lowering reliance on large central plants and inter-city transmission lines. Distribution also helps to lower costs by reducing the need to expand central power generation and increase the sizing of transmission lines. New England transmission costs are the highest in the nation and a major factor in the total cost of electricity.

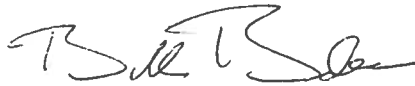
Job Creation - This is work that cannot be done from "away." Moving energy production to within the community will create more local jobs.

In summary, the Energy Commission believes this is the right project at the right time for Dover. As always, we stand ready to provide any assistance that might aid the Council in further evaluating this proposal.

Respectfully,



Walter King
Chair Dover Energy Commission



Bill Baber
Vice Chair Dover Energy Commission

CC Michael Joyal, City Manager
Deputy Mayor Bob Carrier, Joint Building Committee
Elena Piekut, Assistant City Planner



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2018.07.11 – 093**

Resolution Re: Solar Power Purchase Agreement for Dover Indoor Pool
and the Children's Museum of New Hampshire

WHEREAS: The (CMNH) Children's Museum of New Hampshire is the Energized 360 social fund solar panel award recipient consisting of a gift of some one hundred and three solar panels. The members of Dover's Energy Commission is in unanimous support for the proposed unified solar installation for the panels between the (DIP) Dover Indoor Pool; and the (CMNH); and

WHEREAS: In 2017 the Seacoast Regional Energy Hub and its member communities solicited requests for proposals from energy efficiency contractors and solar energy system installers and awarded to ReVision Energy LLC. The City was approached by the (CMNH), which rents the Butterfield Building about the donation of solar panels, by Revision Energy LLC. This lead to the City and ReVision Energy LLC discussing opportunities for expanding the donation to include the provision of solar panels on top of the adjacent Indoor Pool.

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

The city manager is authorized to negotiate and execute a long-term (PPA) Power Purchase Agreement with ReVision Energy LLC that contains a fiscal funding escape clause thereby resulting in an agreement that is deemed not be long-term borrowing in accordance with RSA Chapter 33 (NH Municipal Finance Act); and the PPA provisions allow for the City to retain the tax-exempt status of the City bonds issued to finance public improvements at the Indoor Pool and Butterfield buildings, consistent with the documents attached herein.

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
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2018.07.11 – 093**
Resolution Re: Solar Power Purchase Agreement for Dover Indoor Pool
and the Children's Museum of New Hampshire

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 Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2018.07.11 – 093**
Resolution Re: Solar Power Purchase Agreement for Dover Indoor Pool
and the Children’s Museum of New Hampshire

RESOLUTION BACKGROUND MATERIAL:

The City was approached by the Children’s Museum of New Hampshire, which rents the Butterfield Building about a donation of solar panels, by Revision Energy. This led to the City and ReVision Energy discussion opportunities for expanding the donation to include the provision of solar panels on top of the adjacent Indoor Pool.

ReVision’s proposal is for a 101 kW DC/86 kW AC project, sized for utilization of solar output on site. Under the proposed Power Purchase Agreement (PPA), the City of Dover would license the two roofs to ReVision Energy's Impact Investor partners to build, own, and operate the solar arrays at no cost to the City or the Museum and with electricity cost savings averaging \$1,674 per year during the first five years. If the City and Museum chose to buy the array from the investor in year six, they would see significantly higher savings from the solar electricity, averaging \$19,517 per year (based on historic electricity inflation projections of 2.5%/yr), and long-term savings of \$547,262 over the 40-year anticipated life of the solar array. A purchase of the solar array is always an option but never a requirement, and substantial cost savings are anticipated whether you own the array or continue the PPA. These projections include a donation by Re Vision Energy of 103 high efficiency 320-watt solar panels (retail value over \$25,000) thanks to the Energize 360 campaign in which Dover took part. The cost of the PPA was proposed at \$0.092/kWh. There is a 2% annual escalator for the life of the agreement. The Energy Commission voted on April 18th to endorse the project.

A summary sheet of the PPA proposal and recommendation from the Dover Energy Commission is provided for additional background.

Bid Information:

In 2017 the Seacoast Regional Energy Hub and its member communities solicited requests for proposals from energy efficiency contractors and solar energy system installers and awarded to ReVision Energy LLC.

Award Information:

A Power Purchasing Agreement will be issued to the vendor selected as outlined in this resolution.

Dover Indoor Pool and NH Children's Museum

Power Purchase Agreement - 101.76 kW Rooftop Solar Array

Solar PPA Project Summary

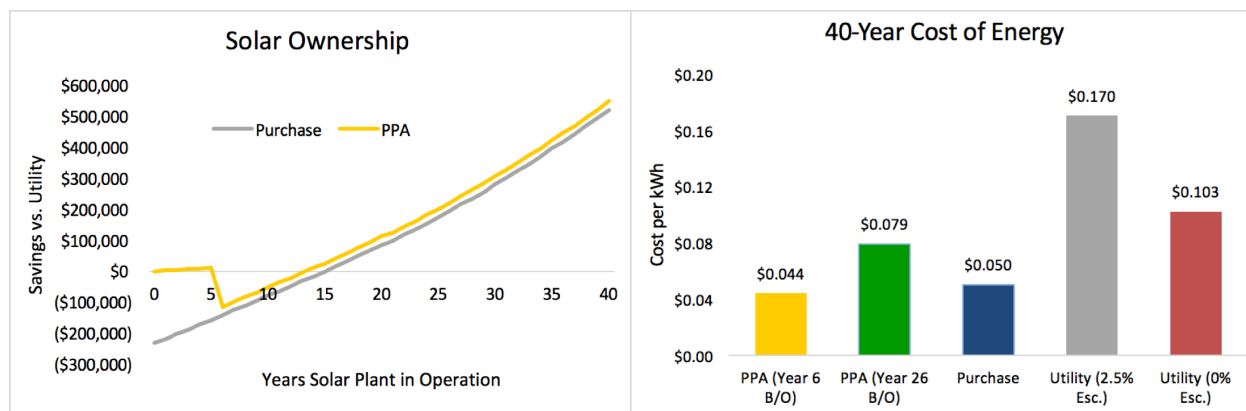
The City of Dover staff and Children's Museum of New Hampshire recommend the installation of a 101.76 kilowatt grid-tied solar electric array on the adjacent rooftops of the Dover Indoor Pool and the Children's Museum of New Hampshire, which are both owned by the City of Dover and share a single meter. The turkey solar array will include approximately 318 Tier 1 solar panels; 3 inverters; a smart meter with real-time monitoring via the internet; and full permitting, utility interconnection, commissioning, and associated expenses. The project will generate an estimated 119,823 kilowatt hours of clean solar electricity per year, helping to reduce the onsite energy costs and eliminating roughly 126,174 pounds of CO2 emissions annually.

Under the proposed Solar Power Purchase Agreement (PPA), there will be no upfront cost to the City of Dover for this \$252,162 project. Rather, the project's Impact Investor partner will finance, own and operate the

PPA Rate, Years 1-2:	9.2 cents/kWh
Annual Increase After Year 2:	2.0%
Buyout Year 6 (est.):	\$140,224

solar array on the two roofs for a contract term of 25 years, with options for an early purchase beginning in year six or for two five-year extensions up to 35 years. The City will simply purchase the solar electricity generated by the system according to the rate schedule above until it chooses to exercise its buyout option. Under the year-six buyout scenario¹, the projected savings will exceed \$500,000 over the lifetime of the solar array and the 40-year levelized cost of electricity will be just 4.4 cents per kWh, compared to a projected average cost of 17 cents per kWh from the utility. If an early buyout is not feasible, a buyout after 25 years will achieve a long-term solar electricity price of 7.9 cents per kWh. The buyout is always optional.

PPA Financial Projections - 102kW Solar Array at Dover Indoor Pool & Children's Museum

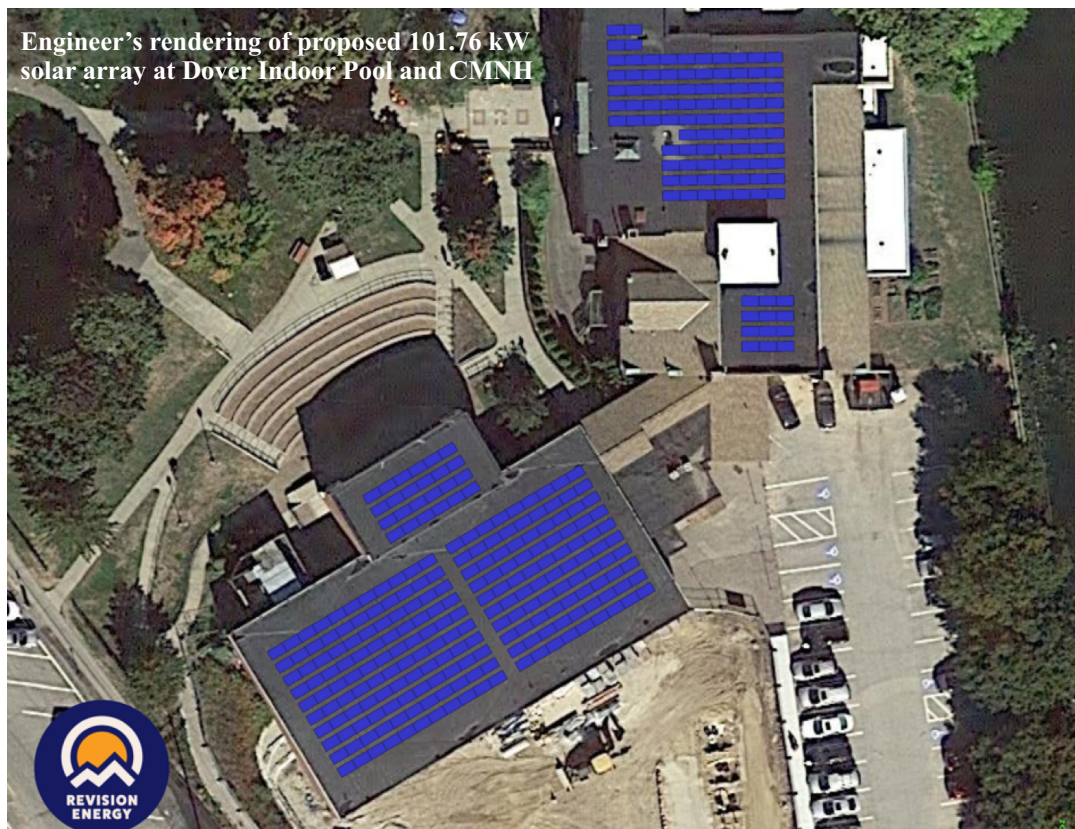


¹ Pursuant to IRS rules, future buyout estimates may be expressed as an amount equal to the greater of Fair Market Value or a schedule of values. See IRS Publication 561 and 22 U.S. Code § 7701(e)(4)(A)(iv), which prohibits solar PPAs financed with ITC proceeds from including any option or requirement providing for the host's purchase of the solar equipment at any price less than its fair market value.

The solar price schedule is designed to start close to current utility rates and rise slower than historical utility rates (3.2% per year) and projected future rates (2.5% per year)². Solar electricity production from every panel is warranted by the manufacturer for 25 years, and the expected useful lifespan of the panels, all wiring, and the structural components exceeds 40 years. Inverter equipment, which accounts for less than 5% of upfront system cost and is becoming less expensive each year, has an expected useful life exceeding 20 years; a full inverter replacement is included in the project's financial projections in year 21.

Solar Installation Partner and Donation

ReVision Energy, a local employee-owned B Corporation, was solicited to design and procure financing for this PPA project by the Dover Energy Committee and energy committees in surrounding communities who conducted the Energize 360 solarize program in 2017. That program included a community benefit offering of over 100 solar panels to be donated by ReVision to a nonprofit entity of the organizers' choosing as part of a complete solar installation. The cost of the panels (retail value of ~\$48,000), has been deducted from the total project price and is reflected in the lower PPA rate. ReVision has completed more than 7,000 clean energy projects in NH and ME since 2003, including over 100 PPAs for schools/municipalities/nonprofits, and is ranked the #1 rooftop solar installed by *Solar Power World* magazine.



² US Energy Information Administration (EIA), November 9, 2017. https://www.eia.gov/electricity/data/state/avgprice_annual.xlsx; 3.2% represents the simple average annual rise of the Total price for the Total Electric Industry in all six New England states 2003-2016; US EIA Annual Energy Outlook 2018, "Table 8. Electricity Supply, Disposition, Prices & Emissions", February 6, 2018. https://www.eia.gov/outlooks/aeo/excel/aeotab_8.xlsx; 2.5% represents the simple average annual rise in the nominal End-Use Prices for the All Sectors 2017-2040

Walter King
Chair

Elena Piekut
Assistant City Planner, Staff Liaison



288 Central Avenue
Dover, New Hampshire 03820-4169

(603) 516-6008
Fax: (603) 516-6097
www.dover.nh.gov

City of Dover, New Hampshire Energy Commission

April 24, 2018

Dear Mayor Weston and Council Members,

Dover's Energy Commission is pleased to report that the Children's Museum of New Hampshire (CMNH) is the Energize 360 social fund solar panel award recipient consisting of a gift of some 103 panels. The members of Dover's Energy Commission are also pleased to report our unanimous support for a proposed unified solar installation for the Dover Indoor Pool (DIP) and the Children's Museum of New Hampshire (CMNH) subject to a detailed review by appropriate City staff.

CMNH leases its building from the city, shares a common electric meter and service connection with the Dover Indoor Pool (DIP), and is billed for their power consumption as a percent of the total for both buildings. Thus working closely with the City to determine how best CMNH might take advantage of this award is vital.

Meetings were held with CMNH's President Jane Bard and staff, Dover's Community Services Director John Storer; Recreation Director Gary Bannon; Energy Commission liaison Assistant City Planner Elena Piekut; the Chair and Vice Chair of the Energy Commission, Walter King and Bill Baber; and Dan Weeks of Revision Energy, the Energize 360 solar contractor. A unified DIP and CMNH project utilizing a power purchase agreement (PPA) as proposed by Revision Energy was identified as the most logical and beneficial way to proceed.

The proposal, as presented by Revision Energy, is attached. Simply put, this proposal would utilize the CMNH awarded panels and add approximately double that amount onto the ideally-situated DIP roof. No new service connection or metering would be required for the CMNH. The contract relationship between the City and CMNH could be modified to adjust for the solar panel awarded by CMNH and for energy efficiency projects undertaken by both the DIP and underway at the CMNH since the original lease was signed.

This project offers the following benefits:

- A lower estimated, and precisely known, long-term cost for electricity for both DIP and CMNH annually replacing nearly 120,000 kilowatt hours of grid supplied power.
- Eliminating 126,000 pounds of CO2 emissions each year in the spirit of other City initiatives such as the addition of the Climate Adaptation Chapter to the Master Plan, the Council's support for the Paris Climate Accord, and the installation of smart LED street lighting.
- No upfront cost to either the City or CMNH.
- Both the City and Museum stand to benefit from the efficiency of executing both roofs at the same time.

- Adding distributed power generation helps to moderate utility costs for all ratepayers by shaving peak demand and reducing the need for added large-scale power and transmission capital projects.
- Provides a strong statement to the CMNH that we value their presence in our community and are ready and willing to assist them in adapting to changing needs.
- The CMNH installation will provide a superb alternative energy learning opportunity for the more than 93,000 annual visitors..
- This relatively small, subsidized project can serve as a model for larger City solar projects such as the new high school.

Some Background on Energize 360 -- The Energize 360 project was designed to encourage the installation of solar and enhance energy efficiency for homes and businesses. The following fifteen towns and cities participated: Dover, Durham, Lee, Northwood and Portsmouth, Exeter, Hampton, Madbury, New Castle, Newmarket, Rye, Somersworth, Strafford, Stratham, and Kensington. The Dover Energy Commission was one of the founding members of this initiative.

Each new installation under Energize 360 generated an award of one solar panel. The award does not include system installation or additional required equipment. Originally, the idea was to return a few panels to each community, but the case for concentrating the entire award at CMNH was compelling.

A key to the success of Energize 360 was a rigorous vendor selection process. Separate vendors were chosen for solar (Revision Energy) and energy efficiency (Yankee Thermal Imaging). The selection process included an open RFP, background checks, communications with building inspectors, and a multistep review process. The key criteria were competence, pricing, and a proven ability to execute.

What is a PPA? -- Virtually all not-for-profit and municipal solar projects are done under power purchase agreements (PPA) to provide a mechanism for them to take advantage of federal tax credits for which they would otherwise be ineligible. In a typical PPA, a third party builds, owns, and maintains the installation long enough to take advantage of the available federal tax credit. The power generated by the installation would in this case be sold to the City at an attractive price. At some future date agreeable to the City, the City may purchase the installation at the then market price. In this particular proposal, the optimum financial time for the City to purchase is the six year mark. It is not uncommon for installation maintenance to be continued at a nominal charge with the original installers. An example of a recent such municipal PPA is the large array the town of Durham built in Lee.

The Energy Commission is ready to provide any assistance that might aid the Council in further evaluating this proposal. Energy Commission City Council liaison Thibodeaux suggested a workshop session might be desirable, and we would be pleased to assist making that happen.

Respectfully,



Walter King
Chair Dover Energy Commission



Bill Baber
Vice Chair Dover Energy Commission

CC Jane Bard
Michael Joyal
John Storer
Gary Bannon
Elena Piekut



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2018.07.11 – 094**
Resolution Re: B18047 Henry Law Park Shade Sails

WHEREAS: A Sealed Request for Proposals B18047 was issued and received for qualified firms to provide design and installation services for shade sails at the Henry Law Park on June 7, 2018 at 2:30 pm; and

WHEREAS: A mandatory prebid meeting was conducted on May 29, 2018 with three firms attending. Three proposals were received and evaluated and the bid deemed most advantageous to the city was submitted by Yarra Design and Fabrication LLC/Concord Awning in the amount of \$32,000.00.

WHEREAS: It is the recommendation to award as listed herein.

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 Yarra Design and Fabrications LLC/Concord Awning of Bow NH for design and installation services for shade sails at Henry Law Park at rates provided in conjunction with Bid B18047. 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
2100.1.180.46341.4835.06330.18	CDBG Park Improvements	30,000.00	30,000.00
4018.1.350.45220.4744.05201.18	REC Park Improvements	58,772.00	20,908.00

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
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2018.07.11 – 094**
Resolution Re: B18047 Henry Law Park Shade Sails

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 Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2018.07.11 – 094**
Resolution Re: B18047 Henry Law Park Shade Sails

RESOLUTION BACKGROUND MATERIAL:

The City of Dover requested qualified vendors to fabricate and install “Fabric Shade Sails” in **two** areas of a playground to create shade over existing activity areas. One will be a custom two sail design with interlocking pattern attached to a building on one side and to two posts on the outside and the second will be a single post smaller shade for another area in the playground.

Provide and install custom shade sail #1 to cover area of approximately 37.5 feet along the building 28 feet out on one side and 23.6 feet out on other side and 37.5 feet across the front.

Provide and install custom shade sail #2 to cover an area approximately 14' x 14' using a single post and the same material quality standards as the other shade sails as applicable.

Bid Information:

A Sealed Request for Proposals B18047 was issued and received for qualified firms to provide design and installation services for shade sails at the Henry Law Park on June 7, 2018 at 2:30 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 emailed:	131	Number of Responses:	3
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until competed	Estimated Delivery:	As needed
Recommended Award to:	Yarra Design and Fabrications LLC / Concord Awning	Fund:	CDBG
Other Approvals Required:	No	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.8.

Resolution Number: **R – 2018.07.11 – 095**

Resolution Re: B18084 Design Consultant for Cocheco St Pump Station
Reconstruction

WHEREAS: A Sealed Request for Qualifications B18084 was issued and received for qualified engineering firms to provide design services for the reconstruction of its sanitary sewer Cocheco Street Pump Station on June 14, 2018 at 2:00 pm; and

WHEREAS: A mandatory prebid meeting was conducted on May 30, 2018 with six firms attending. Five bids replies were received and evaluated and the bid deemed most advantageous to the city was submitted by Dubois and King Inc. of Randolph VT in the amount of \$46,801.00; and

WHEREAS: It is the recommendation to award as listed herein.

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 Dubois and King Inc. of Randolph VT for design services at the Cocheco St Pump Station at rates provided in conjunction with Bid B18084. 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
5320.1.300.43250.4757.04578.19	CS Pump Station Upgrades Cocheco	1,650,000	1,650,000

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2018.07.11 – 095**
Resolution Re: B18084 Design Consultant for Cocheco St Pump Station
Reconstruction

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 Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2018.07.11 – 095**
Resolution Re: B18084 Design Consultant for Cocheco St Pump Station
Reconstruction

RESOLUTION BACKGROUND MATERIAL:

The City of Dover, New Hampshire solicited a Statements of Qualifications for engineering consultants to provide design engineering services for the reconstruction of its sanitary sewer at the Cocheco Street Pump Station. The City wishes to replace the existing station with new variable speed, suction lift pumps and appurtenances. The Consultant will provide engineering services for the design, specifications, and bid clarifications for this project. The Consultant will work with the City of Dover to gain the permits required to design and construct the project. The design will include borings and soil bearing capacity for a new wet well. The design criteria will also include electrical systems, pump systems, force main, a structure to house the pumps, electrical and SCADA generator systems, paving and landscaping.

Bid Information:

A Sealed Request for Qualifications B18084 was issued and received for engineering firms to provide design services for the reconstruction of the Cocheco Street Pump Station on June 14, 2018 at 2:00pm.

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 emailed:	328	Number of Responses:	5
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until competed	Estimated Delivery:	As needed
Recommended Award to:	Dubois and King Inc	Fund:	FY19CIP
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

[Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2018.07.11 – 096**

Resolution Re: Operation and Maintenance of Tolend Road Pump Station
and Sewer Force Main

WHEREAS: The former municipal landfill located on Tolend Road has a groundwater extraction system which discharges water to the city sewer system via a dedicated pump station and sewer force main which services the landfill and requires frequent cleaning and maintenance on a coordinated schedule with groundwater extraction system; and

WHEREAS: In 2017 the City received a proposal from CES Inc/Blue Granite Environmental Consultants, the contractor performing operations and maintenance at the Tolend Landfill remediation system, to perform operations and maintenance activities on the City's pump station and sewer force main that extends from Tolend Road to County Farm Cross Road and was awarded via council resolution [R-2017.06.28-073](#) in the amount of \$80,200.00; and

WHEREAS: The City seeks to extend this agreement to coordinate the pump station and sewer force main cleaning with the land fill remediation system. In an effort to improve the system performance and meet operation objectives, it is the recommendation to award the operation and maintenance activities of the pump station and sewer force main to CES Inc of Brewer Maine in the amount of \$93,200.00; and

WHEREAS: Dover Code 3-36B Competitive bidding may be waived by the majority vote of the City Council; and

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 CES Inc of Brewer ME for operation and maintenance services of the pump station and sewer force main at a cost not to exceed \$93,200.00. 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
5320.1.300.43250.4341.00000	CS Sewer- Technical Services	205,476.00	205,479.00

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: City Attorney

Recorded by: Karen Lavertu
City Clerk

Document Created by: Purchasing	R-2018.07.11 Operation and Maintenance of Tolend Road Pump Station and Sewer Force Main
Document Posted on: July 6, 2018	Page 1 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2018.07.11 – 096**
Resolution Re: Operation and Maintenance of Tolend Road Pump Station
and Sewer Force Main

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 Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

R-2018.07.11 Operation and Maintenance of Tolend Road Pump Station and Sewer Force

Document Created by: Purchasing

Main

Document Posted on: July 6, 2018

Page 2 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2018.07.11 – 096**
Resolution Re: Operation and Maintenance of Tolend Road Pump Station
and Sewer Force Main

RESOLUTION BACKGROUND MATERIAL:

The former municipal landfill located on Tolend Road has a groundwater extraction system which discharges water into the city sewer system via a dedicated pump station and sewer force main which services the landfill and requires frequent cleaning and maintenance on a coordinated schedule with groundwater extraction system.

CES now operates and maintains the sewer pump station and sewer force main that extends from the former municipal landfill on Tolend Road to County Farm Cross Road where it discharges into the city gravity sewer. The sewer force main carries groundwater from the landfill groundwater extraction system. The extracted groundwater has a very high iron content and when the groundwater comes in contact with the atmosphere, iron precipitation occurs. The accumulation of the iron precipitate in the pump station and the sewer force main requires periodic cleaning to restore capacity lost due to clogging.

The landfill remediation system operation and maintenance contractor, CES, Inc, also performs similar cleaning activities on the remediation system throughout the year.

The proposal from the current contractor, CES/ Blue Granite Environmental Consultants, operating the landfill remediation system is desirable as they will perform cleaning of the pump station and sewer force main on a prioritized maintenance schedule that is coordinated with the maintenance of the remediation system. The total cost to maintain the sewer pump station and sewer force main is \$93,200.00.

Bid Information:

Dover Code 3-36B Competitive bidding may be waived by the majority vote of the City Council.

Award Information:

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

Task	Description	Cost
1	Cleaning the lift station (5 events @ \$3,600 ea)	\$18,000
2	Pigging of the force main (5 events @ \$13,000 ea)	\$65,000
3	Routine lift station pump maintenance	\$8,200
4	Maintenance of dewatering basin	\$2,000
	TOTAL	\$93,200



Engineers ♦ Environmental Scientists ♦ Surveyors

May 25, 2018

Mr. Bill Boulanger
Deputy Director of Community Services
City of Dover
288 Central Avenue
Dover, N.H. 03820

RE: Proposal to Conduct Maintenance on the Closed City of Dover Landfill Superfund Site Lift Station in Dover, New Hampshire

Mr. Boulanger:

In accordance with an Agreement with the City of Dover for the period July 1, 2017 through June 30, 2018, CES, Inc. (CES) and Blue Granite Environmental Consultants, Inc. (BGEC) have conducted maintenance of a City owned Lift Station and force main used to convey water from the remediation system at the closed Dover Landfill Superfund Site to the City of Dover treatment works. Activities conducted as part of this Agreement have included routine inspection of system operation and components, periodic cleaning (jetting) of Lift Station components, pump maintenance, pigging of approximately 6,700 feet of force main, recording performance data and adjusting flow as needed. These efforts have been performed in conjunction with on-going maintenance of the on-site remediation system conducted by CES and BGEC under a separate Agreement with the Dover Settling Parties. As a result of these combined efforts, remediation system performance and flows have been optimized with little system downtime.

Based on the experience gained during this past fiscal year, CES is proposing the following Scope or Work for the upcoming fiscal year (July 1, 2018 – June 30, 2019).

SCOPE OF WORK

Task 1 | Cleaning the City Lift Station: This work will include removing the pumps from the lift station for inspection and cleaning. The lift station will be pressure washed and accumulated solids will be vacuumed from the lift station. Conveyance piping between the lift station and force main access point will be cleaned using a high-pressure jetting process. It is anticipated that this work will be completed by the jetting contractor currently used on-site. We have assumed one day of jetting and cleaning for each event. We would recommend that this effort be conducted each time we complete an on-site jetting event (approximately every 10 weeks). Solids will be transported to the containment area on the landfill for dewatering.

Mr. Bill Boulanger | 05.25.2018 | 10780.000.02 | Page 1



Seven Locations in Maine | www.ces-maine.com

640 Main Street
Lewiston, Maine 04240
T 207.795.8009
F 207.795.8128

Task 2 | Pigging of City Force Main: This work will include progressive pigging of the 6-inch diameter force main by the Ted Berry Company. The distance is estimated to be approximately 6,700 feet with a volume of up to 10,000 gallons. This effort will include collecting the discharge solids (sludge) from the pigging operation at the downstream discharge and hauling it to the containment area on the landfill. It is assumed that the pigging will be completed in one day.

During the past year, it has been noted that significant reduction in system performance occurs after approximately 10 weeks due to the accumulation of iron sludge and precipitated in the force main. As a result, pigging is recommended every 10 weeks and will be coordinated with on-site jetting events to minimize down time for the system.

Task 3 | Routine Lift Station Pump Maintenance: This task would consist of the BGEC staff monitoring the pump station liquid levels weekly and performing inspections of the lift station low level and high level floats, pressure transducer, and inspecting the four-inch check valves and four-inch gate valves during each lift station cleaning event.

In addition, we would recommend budgeting for a rotating pump seal repair at a six-month interval for lift station pumps.

Task 4 | Maintenance of Dewatering Basin: Reconstruct settling/dewatering areas on the landfill to contain solids and water collected during jetting and pigging events. The containment area will consist of two separate settling areas to manage water and solids being discharged to the containment area. The separate basins will allow for longer drying periods for sludge, but maintain capacity for multiple events prior to disposal of accumulated solids. The containment would be constructed with hay bales forming the berm. Non-woven geotextile fabric will cover the base and berms to allow drainage of free water while containing solids.

COMPENSATION

CES proposes to complete the scope of work described above for an estimated cost of **\$93,200.00**. A breakdown of costs by Task is provided below.

TASK	DESCRIPTION	ESTIMATED COST
1	Cleaning the City Lift Station <i>Five events @ \$3,600 per event</i>	\$18,000.00
2	Pigging of the City Force Main <i>Five events @ \$13,000 per event</i>	\$65,000.00
3	Routine Lift Station Pump Maintenance	\$8,200.00
4	Maintenance of Dewatering Basin	\$2,000.00
	TOTAL	\$93,200.00

Tasks beyond the Scope of Work will not be performed without prior authorization from the City of Dover.

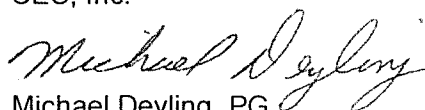
AUTHORIZATION

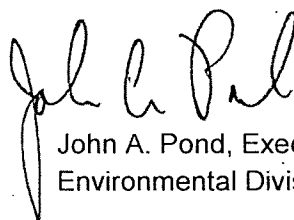
If this proposal is acceptable to you, please sign in the approval block and return a signed copy for our files. CES is prepared to initiate work on this project upon receipt of a signed copy of this proposal. Out of scope services will not be performed without your prior written approval. Furthermore, your authorization will signify your acceptance of the attached Terms and Conditions.

If you have any questions concerning this proposal or if additional services are needed, please contact either of the undersigned at (207) 795-6009 or (207) 989-4824. We appreciate this opportunity to be of service to you.

If you have any questions concerning this proposal, please contact me.

Sincerely,
CES, Inc.


Michael Deyling, PG
Senior Project Manager


John A. Pond, Executive Vice President
Environmental Division Director

CC: John Storer

MAD/JAP/rlt
Enc.

Acceptance and Authorization to Proceed
on behalf of City of Dover:

Signature: _____ Billing Address: _____
Printed Name: _____ City/State/ZIP: _____
Date: _____ Email (Optional): _____
Phone: _____ Fax: _____

CES, Inc.
Professional Services Terms and Conditions

1. General

These Professional Services Terms and Conditions, together with the attached proposal and Schedule of Charges, collectively constitute the "Agreement" as that term is used herein between CES, Inc. ("Consultant") and the entity or person to whom the proposal is addressed ("Client") to perform basic Services. The Schedule of Charges may be omitted for lump sum type Agreements.

2. Services

The Consultant agrees to perform the services ("Services") for Client described in the proposal to which these Professional Services Terms and Conditions are attached. Consultant will initiate the Services after receipt of Client's approved and accepted Proposal(s). All Proposals (written or otherwise) are acknowledged to be incorporated into and made a part of the Agreement. It is understood and agreed by the parties that certain conditions or emergencies may arise in which it is to the mutual benefit of the parties that the Consultant initiate Services not identified in the Agreement but which are based upon verbal authorization provided by Client. In such cases, Consultant agrees to commence such verbally authorized Services and Client agrees to compensate Consultant accordingly. All Services verbally authorized by Client in this manner will be governed by the terms of the Agreement. Responding to, or complying with, subpoenas, depositions, testimony, or document retrieval related to the Services will be considered "litigation response" and shall be part of the Services provided that such litigation is unrelated to Consultant's indemnity hereunder.

3. Additional Services

All Services that are not specifically included in, or reasonably inferred to be included in, the Services will be considered Additional Services. Upon request of Client or discovery by Consultant of changed, or latent, or previously undisclosed conditions affecting the cost and/or scope of the Services, Consultant will prepare a written proposal for such Additional Services which, upon written acceptance of Client, will be considered a change order ("Change Order") under this Agreement. All Additional Services verbally authorized by Client will be governed by the terms of this Agreement.

4. Compensation for Services

Client agrees to compensate Consultant in accordance with the Proposal which may be on a lump sum, fixed unit, or time and materials basis depending upon the nature of the Services and the information reasonably available to Consultant at the time the Proposal is prepared. Except for lump sum pricing, Consultant's proposed price is its reasonable best estimate of the cost to perform the Services based upon information generally available to Consultant at the time the Proposal is prepared. It is understood, however, that circumstances or conditions may arise during the performance of the Services that affect the project price which could not have reasonably been expected or foreseen despite the exercise of due care. As such, the "not-to-exceed" price in other than a lump sum Proposal is not intended to be a firm price. Consultant will notify Client in the event that Consultant anticipates the actual project cost will exceed its time and materials estimate. Thereafter the parties shall enter into a mutually acceptable Change Order. For verbally authorized Services or litigation response Services as described above, Client agrees to compensate Consultant at its then current rates for similar Services. Consultant may adjust its hourly rates at the beginning of each calendar year. Consultant will not raise its rates for any project in-progress prior to notice.

5. Schedules, Budgets, and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

6. Invoices and Payment Terms

Invoices will generally be submitted monthly. Lump sum will be billed as percentage complete during the billing period. In order to facilitate prompt payment to

lower-tier subcontractors or vendors, Consultant may submit invoices to Client on an interim basis for such outside expenses exceeding \$10,000. Payment in full is due upon receipt of Consultant's invoice. If client objects to all or any portion of the invoice, Client will notify Consultant within five (5) business days from the date of receipt of invoice and shall promptly pay the undisputed portion of the invoice. The parties will immediately make every effort to settle the disputed portion of the invoice. Interest at the rate of one and one-half (1.5) percent per month will be applied to the outstanding balance for accounts not paid within thirty (30) calendar days from the billing date. Invoices in other than Consultant's standard format or supported documentation for any invoice will be provided at Client's written request. In the event that Consultant must engage counsel to attempt to recover overdue payments, Client will reimburse Consultant for all reasonable attorney's fees and court costs.

7. Suspension and Termination of Contract

Client may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of Services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for Services, expenses and other related charges.

8. Term

This Agreement will terminate upon completion of the Services. Notwithstanding the foregoing, Client or Consultant may terminate this Agreement in accordance with the section of this Agreement entitled Suspension and Termination of Services. Client's obligation to compensate Consultant for any litigation response services shall survive termination of the Agreement as described in this paragraph.

9. Standard of Care

The standard of care for all professional Services performed or furnished by Consultant under this Agreement will be the care and skill used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's Services.

10. Construction Phase Services

If this Agreement provides for any construction phase Services by Consultant, it is understood that the Contractor (the entity hired by the Client to perform the construction), not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

11. Indemnification

To the fullest extent permitted by law, Client and Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees, and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of Services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

12. Insurance

Consultant shall obtain and maintain a policy of professional liability insurance (with prior acts coverage sufficient to cover the Services performed under this Agreement) with policy limits in the amount of not less than \$3,000,000 each occurrence / \$3,000,000 aggregate. Such insurance will be renewed so as to provide continuous coverage during the term of this Agreement and for a period of at least twelve (12) months following the completion of Consultant's professional Services under the Agreement. Coverage shall not be canceled or reduced in limits by endorsement until at least 30 days prior written notice is given to Client or cancelled for nonpayment of premium until at least 10 days prior written notice is given to Client.

Consultant shall also obtain and maintain the following insurance policies and minimum limits: a) Workers' Compensation Insurance - Statutory; b) Commercial General Liability insurance - \$1,000,000 each occurrence / \$2,000,000 aggregate; and c) Automobile

Liability - \$1,000,000 combined single limit. Consultant will promptly notify Client if, during the terms of this Agreement, insurance of these types and limits become commercially unavailable to Consultant's industry at a reasonable price through consideration fault of Consultant. In such circumstances, the parties will endeavor to negotiate a mutually acceptable resolution in good faith.

13. Limitation of Liability

To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to Consultants' Services, this Agreement or any Addenda, from any cause or causes, shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is greater.

14. Confidentiality

Consultant shall maintain the confidentiality of the project information including but not limited to the nature of the project, the location of any sites under consideration or selected sites, together with any other information supplied to Consultant by Client and designated by Client to be confidential or proprietary, except (1) when such confidential information becomes generally known to the public through no fault of Consultant or (2) when disclosure is required pursuant to applicable governmental regulations or by order of a court of competent jurisdiction.

15. Intellectual Property/Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional Services, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional Services for the purpose of constructing, occupying, and maintaining the project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's

fees, arising out of such reuse by Client or by others acting through Client.

16. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

17. Record Retention

Consultant will maintain a copy of all final Reports for a period of five years after the date of completion of Services. Upon Client's written request, Consultant will forward such records to Client at the expiration of this retention period, the cost of which Client agrees to bear. If no such written request is received, Consultant shall be entitled to dispose of these records.

18. Force Majeure

Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of Consultant's obligation results from any cause beyond its reasonable control and without its negligence.

19. Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this Agreement. Consultant's ability to pursue payment as described in paragraph 6. is not subject to this paragraph.

20. No Third Party Beneficiaries

Nothing contained in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any other individual or entity. Consultant's Services under this Agreement are for the sole use and benefit of Client and may not

be used or relied upon by any other individual or entity without the express written approval of Client and Consultant.

21. Assignment

Neither Consultant nor Client may delegate, assign, sublet or transfer its duties or interest in the Agreement without written consent of the other party.

22. Subcontracts

Consultant may engage suitably trained and skilled persons or firms, including, without limitation, any affiliate of Consultant, to perform any part of the Services. Nothing herein, however, will relieve Consultant from its duties and obligations as set forth herein.

23. Notices

All notices authorized or required between the Client and the Consultant, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, postage prepaid, and address to the intended party. Notices sent in this manner shall be deemed given seven business days after mailed. Notices may also be given by personal delivery, sent via a nationally recognized overnight carrier, or sent by facsimile, and shall be deemed given when delivered (if by personal delivery or overnight courier) or when faxed.

24. Precedence

These Professional Services Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

25. Severability

If any of the provisions of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform the Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

26. Legal Action

All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of the Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care,

however denominated, shall be barred two years from the day after completion of Services. In the event that Client institutes a suit against Consultant, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered in favor of Consultant, Client agrees to pay Consultant any and all costs of defense, including attorneys' fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of Consultant.

27. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

28. Public Responsibility

Client acknowledges that Client or the site owner, as the case may be, is now and shall remain in control of the site for all purposes at all times. Except as required by law or regulation, Consultant will not report to any federal state, county or local public agencies having jurisdiction over the subject matter, any conditions existing at the site that may present a danger to public health, safety, or the environment. Client agrees to notify each federal, state, county, and local public agency, as they each may require, of the existence of any condition at the site that may present a potential danger to public health, safety, or the environment.

29. Survival

Paragraphs (limitation of liability, the indemnification, dispute resolution, and the scope of Services) shall survive the completion of the Services under this Agreement and the termination of this Agreement for any cause.

30. Right of Entry

Client grants Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents, and subcontractors, upon the project site for the purpose of providing Services. While Consultant will take all reasonable precautions to minimize damage to any property entered upon in pursuit of project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Consultant is required to restore the land to its former condition, this will be accomplished and the cost will be added to Consultant's fee.

31. Safety

Consultant will perform its Services in a safe manner and use reasonable care to comply with all State and Federal OSHA regulations, Consultant's Health & Safety Plan which may be developed in connection with the Services, or other written safety rules or regulations provided to Consultant by Client. Consultant's safety responsibilities, however, are limited solely to the activities of Consultant, its employees, and subcontractors. Neither the professional activities nor the presence of Consultant or its employees or subcontractors will be deemed to control the operations of any others.

32. Entire Agreement

These Professional Services Terms and Conditions, Proposals and any addenda thereto (the "Agreement") constitute the entire agreement between Client and Consultant and supersede all prior or contemporaneous communications, representation, or agreements, whether oral or written, with respect to the subject matter, and has been induced by no representations, statements, or agreements other than those herein expressed. This Agreement may be executed on one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.



CES, Inc.

Professional Services Terms and Conditions with Field Services

1. Site Access

Client grants Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents, and subcontractors, upon the project site for the purpose of providing Services. While Consultant will take all reasonable precautions to minimize damage to any property entered upon in pursuit of project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Consultant is required to restore the land to its former condition, this will be accomplished and the cost will be added to Consultant's fee.

2. Utilities and Subsurface Conditions

Consultant may rely on information regarding utilities and subsurface condition provided by Client or others. Consultant will have no liability for losses or damages of any kind related in any way to utilities and/or subsurface structures which were incorrectly marked or identified on maps, plans, specifications or other documents furnished to Consultant by Client, any third party and/or the property owner. It is understood that subsurface conditions may differ from those which may be expected based upon Consultant's discovery or general observations regarding the geological conditions of the project site. In the event that Consultant encounters differing subsurface conditions, Consultant will notify Client. Consultant assumes no risk or liability with respect to unforeseen conditions.

3. Samples

Consultant may discard all soil, rock, water, asbestos, and other samples sixty (60) calendar days after receipt of sample or at the expiration of the holding time of the test method employed, whichever is longer. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will store such samples at Client's expense.

4. Environmental Testing

Client agrees that if Consultant has been engaged for the purposes of conducting air or other environmental media testing services that Consultant is not liable in the event Client fails to pass such tests. Client, therefore, agrees to remit payment in accordance with the terms of this Agreement irrespective of the test results.

5. Asbestos and Mold Investigations

Client acknowledges the act of sampling suspect asbestos-containing materials or mold may affect, alter, or damage mechanical equipment and/or building components at, in, or upon the site. Consultant shall exercise due care when sampling but will not be liable for any effect, alteration or damage arising out of the act of sampling. Consultant will exercise reasonable efforts to limit damage to the site. The cost of restoration of the site because of any such damage has not been calculated or included in Consultant's fee.

6. Hazardous Substances

The Client warrants that the Client has informed the Consultant of any hazardous substances which may be present if the Client has knowledge or has any reason to assume or suspect that hazardous substances may be present at the project site. If during the course of performing the Services hazardous substances are encountered, Consultant retains the right to suspend work immediately.

7. Subsurface Risks

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice, may fail to detect certain hidden conditions. Environmental, geological, and geotechnical conditions that Consultant may infer to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at or near the site, actual conditions may quickly change. Client realizes that these risks cannot be eliminated altogether, but certain techniques can be applied to reduce them to a level that may be tolerable. The Services included in this Agreement are those which Client agreed to or selected, consistent with Client's risk preferences and other considerations.

8. Disposing of Hazardous Waste

It is acknowledged by both parties that Consultant's scope of Services includes acting as the agent of the Client for the purpose of authorizing the transport of

materials responsible for a Hazardous Environmental Condition. Client acknowledges that Consultant is performing such activities as a professional Service for Client and that Consultant is not, and shall not be required to become, an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). To the fullest extent permitted by law, the Client shall defend, indemnify, and hold Consultant harmless from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to this project, the Remediation or the site, except to the extent that such claims, costs, losses, or damages result from the sole negligence of the Consultant in performing this function.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2018.07.11 - 097**
Resolution Re: **Resolution in Support of Immigrants**

- WHEREAS: Our City of Dover was founded by immigrants and has continued to prosper from a steadfast commitment to immigrants, diversity, and inclusion; and
- WHEREAS: Our country is built on the principle: “Give me your tired, your poor, your huddled masses yearning to breathe free.”; and
- WHEREAS: We as a state and as a people are strengthened through diversity and inclusion, and weakened by isolation and attempts at “othering”; and
- WHEREAS: Our City of Dover on October 11, 2017 passed a resolution in support of Dover’s immigrant communities; and
- WHEREAS: Families are the backbone of society, and any attempt to separate families, particularly young children from their parents, does immeasurable and irreparable harm to individuals, communities, and our country; and
- WHEREAS: Our constitution and our American spirit do not just allow, but demand that we confront and oppose any attempt to impose a police state upon us; and
- WHEREAS: U.S. Customs and Border Protection’s insistent use of immigration checkpoints flies in the face of New Hampshire’s values and “live free or die” spirit; and
- WHEREAS: Our City of Dover finds unethical and an affront to the U.S. and NH constitutions the aggressive tactics of Customs and Border Protection (CBP), and its attempts to coerce information from people who are engaged in regular activity in their daily lives; and
- WHEREAS: Our City of Dover finds it contrary to a healthy community any business or police collaboration with CBP and/or ICE; and
- WHEREAS: Our City of Dover finds it a moral imperative to come together in unity with our immigrant friends and families.

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

The City of Dover stands with pride, honor, and commitment, by immigrants and their families, and in opposition to those intent on dividing us; and



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2018.07.11 - 097**
Resolution Re: **Resolution in Support of Immigrants**

BE IT RESOLVED:

That the City of Dover calls on Governor Chris Sununu and the New Hampshire Congressional delegation to demand the cessation of CBP's coercive checkpoints in New Hampshire and additionally, the immediate halt to policies that separate or imprison families.

AND BE IT FURTHER RESOLVED:

That the City Manager shall send written notice of the Dover City Council's support for this resolution to Governor Sununu within 30 days of its passage.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston Councilor Dennis Shanahan Councilor Matthew Keane
Approved as to Legal Form and Compliance:	Anthony Blenkinsop City Attorney		
Recorded by:	Karen Lavertu City Clerk		

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.B.1. Resolution Number: R – 2018.07.11 - 097 Resolution Re: Resolution in Support of Immigrants	

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 Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsay Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

None.